



GRAND COUNTY COUNCIL REGULAR MEETING

Grand County Council Chambers
125 East Center Street, Moab, Utah

AGENDA

Tuesday, January 19, 2016

1:15 p.m.

- ❑ **Conference Call Hosted by Congressman Chaffetz: Public Lands Initiative**

2:00 p.m.

- ❑ **Workshop**
 - A. Workshop on the Development Review Process while Preserving Adequate Opportunity for Public Comment (Brent Bateman, Office of the Utah Property Rights Ombudsman)

4:00 p.m.

- ❑ **Call to Order**
- ❑ **Pledge of Allegiance**
- ❑ **Approval of Minutes** (Diana Carroll, Clerk/Auditor)
 - B. January 5, 2016 (County Council Meeting)
- ❑ **Ratification of Payment of Bills**
- ❑ **Elected Official Reports**
- ❑ **Council Administrator Report**
- ❑ **Department Reports**
 - C. 2015 Canyonlands Field Airport Report (Judd Hill, Airport Manager)
- ❑ **Agency Reports**
- ❑ **Citizens to Be Heard**
- ❑ **Presentations**
 - D. Presentation on Museum of Moab, Postponed from December 15, 2015 (John Foster, Director)
 - E. Utah State University Extension, Grand County Report for 2015 (Michael Johnson, County Director, USU Extension/Grand County)
- ❑ **Discussion Items**
 - F. Discussion on Calendar Items and Public Notices (Bryony Chamberlain and Ruth Dillon, Council Office)
 1. 2016 Retreat Ideas and Date
 2. Affordable Housing Workshops and Dates
- ❑ **General Business- Action Items- Discussion and Consideration of:**
 - G. Approving Proposed 2016 Standard Cooperative Agreement for Utah State University Extension Educational Work (Michael Johnson, County Director, USU Extension/Grand County)
 - H. Approving Bid Award and Two-Year Lease Agreement for Two, 2016 772GP All-Wheel Drive Motor Graders (Bill Jackson, Road Supervisor)
 - I. Approving Bid Award for Purchase of a Crafcro Asphalt Crack Sealer (Glen Arthur, Assistant Road Supervisor)
 - J. Approving Bid Award for Printing of the 2016 Moab Area Travel Council 12-Page Booklet Insert (Elaine Gizler, Travel Council Director)

- K. Adopting Proposed Ordinance Approving Rezone of Property from Rural Residential (RR) to Small Lot Residential (SLR), Located at 3552 Spanish Valley Drive (Directly East of Old Spanish Trail Arena), Postponed from January 5, 2016 (Zacharia Levine, Community Development Director)
- L. Adopting Proposed Resolution Approving a Conditional Use Permit Application for Edge of the Desert RV/Campground Located at 1251 Mill Creek Drive (Zacharia Levine, Community Development Director)
- M. Adopting Proposed Proclamation Recognizing January 24-30, 2016 as Grand County School Choice Week (Chairwoman Tubbs)
- N. Approving 2015 Council Discretionary Funds of Up to \$7,000 for December 2015 Conflict Defender Invoices (Diana Carroll, Clerk/Auditor)
- O. Approving Volunteer Appointments to District and County Boards and Commissions:
 1. Library Board (Council Member Ballantyne)
 2. Noxious Weed Control Board (Council Member Paxman)
 3. Transportation Special Service District Board (Council Member Jackson)
- Consent Agenda- Action Items**
 - P. Approving Correction to 2016 Annual Council Meeting Schedule to Correct the Regular County Council Meeting from Wednesday, November 2, 2016 to Tuesday, November 1, 2016
 - Q. Approving 2016 Letter of Support for a Grant for the Moab Music Festival
 - R. Approving 2016 Letter of Support for Green River Medical Center (GRMC) Service Area Competition (SAC) Application
 - S. Ratifying Chair's Signature on State Contract with Honnen Equipment Company for the Purpose of Providing an Annual Lease of Extendahoe-Backhoe at \$891.37 Annually
- Public Hearings- Possible Action Items**
 - T. Public Hearing to Solicit Public Input on Proposed Ordinance for a Rezone of Property from Large Lot Residential (LLR) to Multi-Family Residential -8 (MFR-8), Including Arroyo Crossing Master Plan, Located at 2022 Spanish Valley Drive, Moab, UT (North of Resource Boulevard) (Zacharia Levine, Community Development Director)
- General Council Reports and Future Considerations**
- Closed Session(s)** (if necessary)
- Adjourn**

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It is hereby the policy of Grand County that elected and appointed representatives, staff and members of Grand County Council may participate in meetings through electronic means. Any form of telecommunication may be used, as long as it allows for real time interaction in the way of discussions, questions and answers, and voting.

At the Grand County Council meetings/hearings any citizen, property owner, or public official may be heard on any agenda subject. The number of persons heard and the time allowed for each individual may be limited at the sole discretion of the Chair. On matters set for public hearings there is a three-minute time limit per person to allow maximum public participation. Upon being recognized by the Chair, please advance to the microphone, state your full name and address, whom you represent, and the subject matter. No person shall interrupt legislative proceedings.

Requests for inclusion on an agenda and supporting documentation must be received by 5:00 PM on the Wednesday prior to a regular Council Meeting and forty-eight (48) hours prior to any Special Council Meeting. Information relative to these meetings/hearings may be obtained at the Grand County Council's Office, 125 East Center Street, Moab, Utah; (435) 259-1346.

A Council agenda packet is available at the local Library, 257 East Center St., Moab, Utah, (435) 259-1111 at least 24 hours in advance of the meeting.

**Grand County Council
Grand County Council Chambers
125 East Center Street
Moab, Utah**

January 5, 2016

The Grand County Council met in Special Workshop Session on the above date in the Council Chambers of the Grand County Courthouse located at 125 East Center Street, Moab, Utah. Chair Elizabeth Tubbs called the meeting to order at 2:30 p.m. In attendance were Council Members Elizabeth Tubbs, Chris Baird, Jaylyn Hawks, Lynn Jackson, Rory Paxman, and Mary McGann along with Grand County Clerk/Auditor Diana Carroll and Council Administrator Ruth Dillon. Council Member Ballantyne was absent.

Workshop

A. Workshop on Developer Financing Tools and Understanding Utah Finance Authority (Joe Spencer, Utah P3, LLC and Brandon Johnson, Farnsworth Johnson, PLLC)

Brandon Johnson presented information regarding proposed financing tools to promote economic and community development for members of the Utah Finance Authority.

Chairman Elizabeth Tubbs called the Regular Session of the Council meeting to order at 4:00 p.m. In attendance were Council Members Elizabeth Tubbs, Chris Baird, Jaylyn Hawks, Lynn Jackson, Ken Ballantyne, Rory Paxman, and Mary McGann along with Grand County Clerk/Auditor Diana Carroll and Council Administrator Ruth Dillon. The Pledge of Allegiance was led by Elaine Gizler.

Nominations and Appointments of Council Chair and Vice Chair for 2016 (Chairwoman Tubbs)

Chair Tubbs opened the floor to nominations of Council Chair and Vice Chair for 2016. Council Member Chris Baird nominated Council Members Elizabeth Tubbs and Jaylyn Hawks for Chair and Vice Chair respectfully. The vote resulted in 7 votes in favor of the nomination.

Approval of Minutes (Diana Carroll, Clerk/Auditor)

- B.** December 15, 2015 (County Council Meeting)
- C.** December 21, 2015 (County Council Special Meeting)

MOTION: Motion by Council Member Chris Baird to approve the minutes of the December 15 & 21, 2015 County Meeting with the recommended changes. Motion seconded by Council Member Jaylynn Hawks carried 7 - 0.

Ratification of Payment of Bills

MOTION: Motion by Council Member Chris Baird to approve payment of bills presented in the amount of \$1,122,089.97. Accounts payable check numbers 90586 - 90835 totaling \$946,126.55 and payroll in the amount of \$175,963.42 confirming all bills presented were within budgeted appropriations. Motion seconded by Council Member Rory Paxman carried 7 - 0 by roll-call vote.

Council Administrator Report

Ruth Dillon reported that office staffing changes are going well and that she attended a CDBG meeting.

Citizens to Be Heard

Floyd Dean spoke regarding traffic in general on Spanish Valley Drive and Spanish Trail Road would like to see improvements on those roads.

Discussion Items

- D. Calendar Items and Public Notices (Bryony Chamberlain, Council Office Coordinator)**

General Business- Action Items- Discussion and Consideration of:

E. Approving Additions to the 2015 Property Tax Abatements and Cancellations (Chris Kauffman, Treasurer)

MOTION: Motion by Council Member Mary McGann to approve the additional 2015 property tax abatements and cancellations as presented, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Ken Ballantyne carried 7 – 0.

F. Approving Proposed Contract Award for Ambulance Billing Services (Andy Smith, Emergency Medical Services Director)

MOTION: Motion by Council Member Chris Baird to approve the proposed contract award to Health Services Integration (HSI) for ambulance billing services, pending legal review, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Rory Paxman carried 7 – 0.

G. Approving Contract Award for Grand County Public Defender (Ruth Dillon, Council Administrator)

MOTION: Motion by Council Member Chris Baird to approve the contract award to Torgerson Law Offices for Public Defender Services for 5 years from January 18, 2016, with the option of yearly written renewals at the end of the term, depending on successful completion of full scope of services; and authorize the Chair to sign all associated documents. Motion seconded by Council Member Mary McGann carried 7 – 0.

H. Approving Proposed Rezone of Property from Rural Residential (RR) to Small Lot Residential (SLR), Located at 3552 Spanish Valley Drive (Directly East of Old Spanish Trail Arena) (Zacharia Levine, Community Development Representative)

This application is submitted by the property owners, Gary and Judy Carmichael (Applicants), who are seeking a rezone from Rural Residential (RR) to Small Lot Residential (SLR). The area proposed for rezone consists of 20 acres of vacant land located on Spanish Valley Drive, north of Rim Village. Surrounding properties are zoned RR (1 unit/acre) and MFR-PUD (2,200 square foot condominium sites). In 1998, at the time of approval, the MFR-PUD was designated as the R-3 zone district and eventually became Rim Village.

The Grand County Planning Commission held a public hearing on November 11, 2015 and forwarded an unfavorable recommendation of the proposed rezone of the property from Rural Residential (RR) to Small Lot Residential (SLR) to the Grand County Council.

The following members of the audience spoke:

Bonita Kolb spoke in opposition of the rezone citing the Grand County Master Plan.

Dennis Silva spoke regarding the Grand County Master Plan and development of the area.

Cheryl Cook spoke in opposition of the rezone.

Planning Commissioner Mike Duncan spoke with concern of setting rezoning precedence.

Kenneth Kolb spoke in opposition of the rezone.

Floyd Dean spoke in opposition due to heavy traffic in the area.

Planning Commissioner Dave Tubbs spoke as a citizen and clarified information in a recent newspaper article.

Planning Commissioner Dave Cozzens spoke as a citizen in favor of the rezone.

Property Owner Judy Carmichael spoke regarding some concerns about setting precedence.

Michelle Hill spoke in favor of rezone.

Saxon Sharpe spoke in opposition of the rezone.

Council Member Baird spoke of the possibility of up-zoning to LLR with ½ acre lots to ensure affordable housing is addressed.

Council Member Jackson feels frustrated and would like to see a mechanism in place to assist residents who are trying to come up with solutions to Grand County's housing issue.

Council Member Tubbs agreed with Council Member Jackson.

Zoning is a legislative action to enact regulations of a general and permanent nature. The procedure for formal adoption of an ordinance includes required public notice of hearings and adoption along with the availability of the proposed content of the ordinance not less than forty-eight (48) hours before the County Council convenes

to act upon the ordinance. Action on this proposed rezone is postponed until the January 19, 2016 Council Meeting to allow staff to draft the content of the proposed ordinance.

I. Approving Assignments of Council Members as Liaisons to District and County Boards, Commissions and Committees and to Other Agencies (Council Chair)

MOTION: Motion by Council Member Chris Baird to approve the Board and Commission assignments as discussed. Motion seconded by Council Member Rory Paxman carried 7 – 0.

J. Approving Volunteer Appointments to District and County Boards and Commissions:

1. Airport Board (Council Member Paxman)

MOTION: Motion by Council Member Rory Paxman to approve appointments of Bill Hawley and Norm Knapp with terms expiring 12/31/2019 and the midterm appointment of Jody Patterson to serve on the Airport Board, with term expiring 12/31/2017, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Lynn Jackson carried 7- 0.

2. Grand County Special Service Water District Board (Council Member Jackson)

MOTION: Motion by Council Member Lynn Jackson to re-appointment of Gary Wilson and appointment of Rick Thompson to serve on the Grand County Special Service Water District Board with terms expiring 12/31/2019. Motion seconded by Council Member Mary McGann carried 7 -0.

3. Housing Authority of Southeastern Utah (Council Member Hawks)

MOTION: Motion by Council Member Jaylyn Hawks to approve the appointment of Katie Hanway to serve on the Housing Authority of Utah Board of Commissioners, with term expiring 12/31/2020 and authorize the Chair to sign all associated documents. Motion seconded by Council Member Lynn Jackson carried 7 – 0.

4. Moab Area Travel Council Advisory Board (Council Member Jackson)

MOTION: Motion by Council Member Lynn Jackson to approve the appointment of Howard Trenholme to serve on the Moab Area Travel Council Advisory Board, term expiring 12/31/2019, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Rory Paxman carried 7 – 0.

5. Moab Mosquito Abatement District Board (Council Member Ballantyne)

MOTION: Motion by Council Member Ken Ballantyne to approve the re-appointments of Michael Binyon and Tim Graham to serve on the Moab Mosquito Abatement District Board, with terms expiring 12/31/2019 and authorize the Chair to sign all associated documents. Motion seconded by Council Member Mary McGann carried 7 – 0.

6. Planning Commission (Council Member McGann)

MOTION: Motion by Council Member Mary McGann to approve the appointment of Robert O'Brien and Christine Green to serve on the Planning Commission, with terms expiring 12/31/2019 and authorize the Chair to sign all associated documents. Motion seconded by Council Member Lynn Jackson carried 7 – 0.

7. Solid Waste Management Special Service District Board (Council Member McGann)

MOTION: Motion by Council Member Mary McGann to approve the re-appointment of Pam Hackley to serve on the Solid Waste Special Service District Board, with term expiring 12/31/2019 and authorize the Chair to sign all associated documents. Motion seconded by Council Member Ken /Ballantyne carried 7 – 0.

Consent Agenda- Action Items

K. Approving Retail Beer License for Moab Half Marathon for The Other Half – Finish Line Festival Event Scheduled for October 23, 2016

MOTION: Motion by Council Member Ken Ballantyne to approve the Consent Agenda as presented. Motion seconded by Council Member Chris Baird 6 – 0 (Council Member Paxman stepped out momentarily).

Public Hearings- Possible Action Items

L. Public Hearing to Hear Public Input on Proposed Conditional Use Permit Application for Edge of the Desert RV/Campground Located at 1251 Mill Creek Drive (Zacharia Levine, Community Development Director)

Community Development Director Zacharia Levine read into the record the Grand County General Plan and Land Use Code both as amended to date. This application is submitted by property owner and project developer, Richard and Sharon Relph (Applicants). The subject site is zoned Highway Commercial (HC) and consists of approximately 2.44 acres at 1251 Mill Creek Drive. Adjacent properties are zoned HC and Large Lot Residential and include commercial and single-family residential use.

The Planning Commission reviewed the application in a public hearing on December 9, 2015 and voted to forward a recommendation to the County Council for approval subject to the following conditions:

1. **Mobile Home Amortization** – Existing mobile homes will be removed from the site within 5 years of the date of CUP approval.
2. **Right of Way** – No parking will be permitted within the County Road Right of Way.
3. **Compatibility** – Due to the proximity to residential properties, three policies shall be instituted:
 - a. No outside burning.
 - b. Noise curfew of 10:00 p.m. to 7:00 a.m., and
 - c. Screening will be required along the eastern border.

There were no comments and the public hearing closed. Written comment will be accepted until 5:00 p.m. on the January 13, 2016.

General Council Reports and Future Considerations

Council Member McGann

- o Council Member Tubbs will attend the upcoming Planning Commission

Council Member Ballantyne

- o Requested a future consideration discussion regarding the issue between the BLM and the organizers of the Moab Marathon.

Council Member Jackson

- o Requested follow-up with the BLM on the RMP.

Council Member Hawks

- o Stated there is progress being made regarding housing issues.
- o Homeless Coordinating group collected over \$12,000 for the Salvation Army during the holidays.

Council Chair Tubbs

- o Discussed snow removal on the Geyser Pass Road.
- o Will participate in interviews for the Fire Warden.

Council Member Paxman

- o Airport Board – Boutique Air will begin March 1, 2016.
- o Jim McGann was named Fire Fighter of the Year for 2015.

Council Member Baird

- o The Six County Infrastructure Coalition will review the Bookcliff Road Study and vote on forwarding a letter to the legislature regarding an EIS.

Adjourn

The meeting was adjourned at 6:40 p.m.

Grand County Council Chair

ATTEST:

Diana Carroll

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JANUARY 19, 2016

Agenda Item: C

TITLE:	2015 Canyonlands Field Airport Report
FISCAL IMPACT:	
PRESENTER(S):	Judd Hill, Airport Manager

Prepared By:

Judd Hill
Canyonlands Field
Airport Manager
(435) 259-4849

BACKGROUND:

A presentation summarizing the activities at Canyonlands Field in 2015, and touching on 2016 projects

ATTACHMENT(S):

1. PowerPoint Presentation

FOR OFFICE USE ONLY:

Attorney Review:

N/A

Canyonlands Field Airport Department Update 2015

Judd Hill
Airport Manager
January 19th, 2016

Overview

- Who's out here?
- How busy is the airport?
- How was your money spent?
- What are our plans?
- What have we done, and what are we doing?
 - Master Plan/Airport Layout Plan
 - Wildlife Hazard Assessment
 - Environmental Assessment
 - Taxiway Lighting Project
 - Terminal Upgrade
 - Minimum Standards

Who's At the Airport?

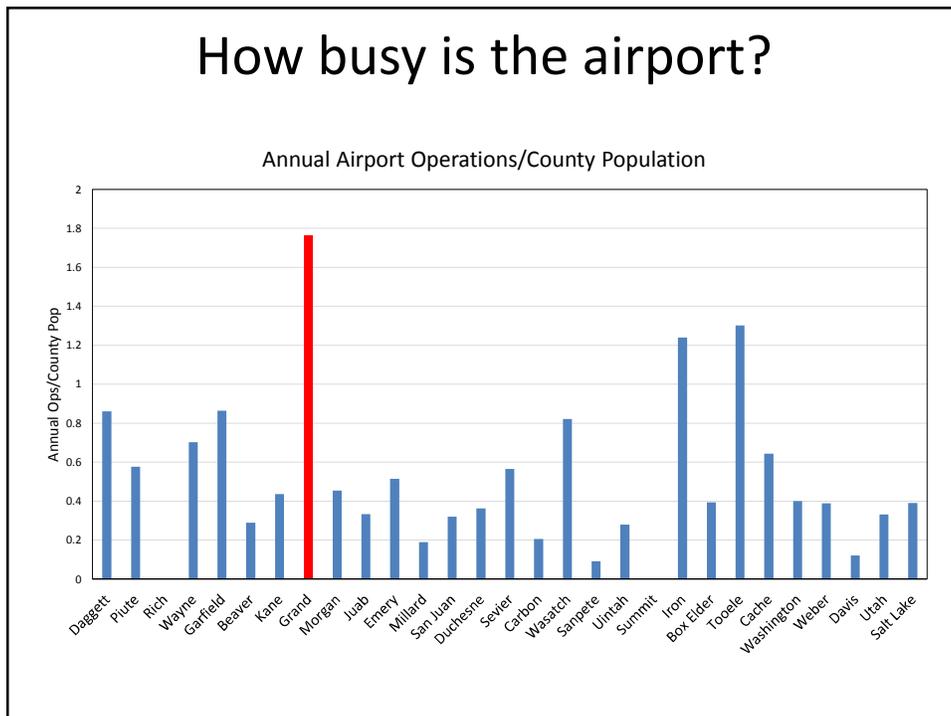
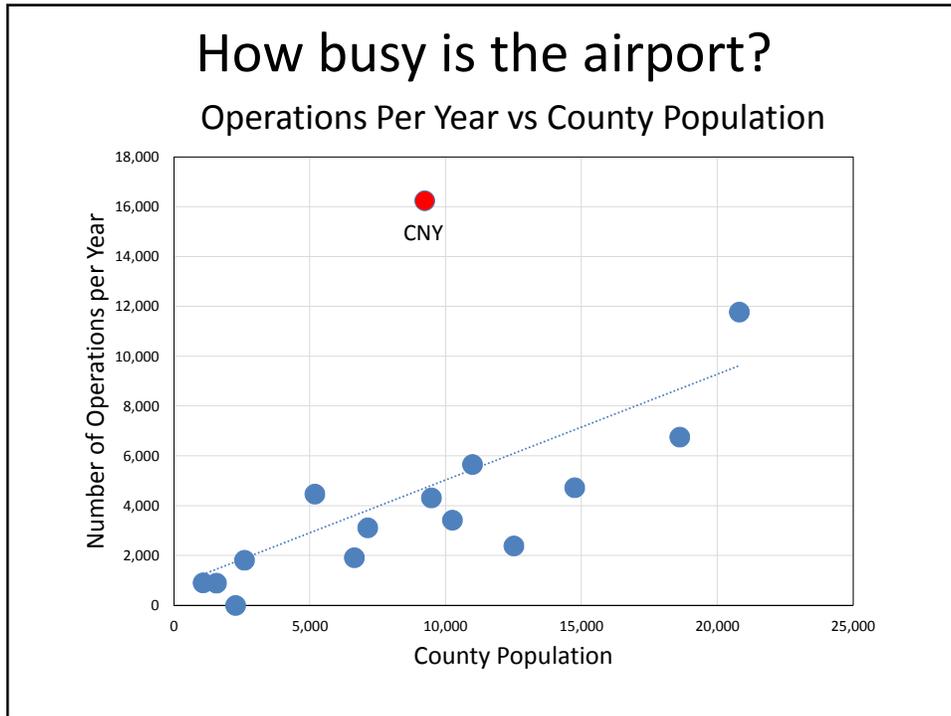


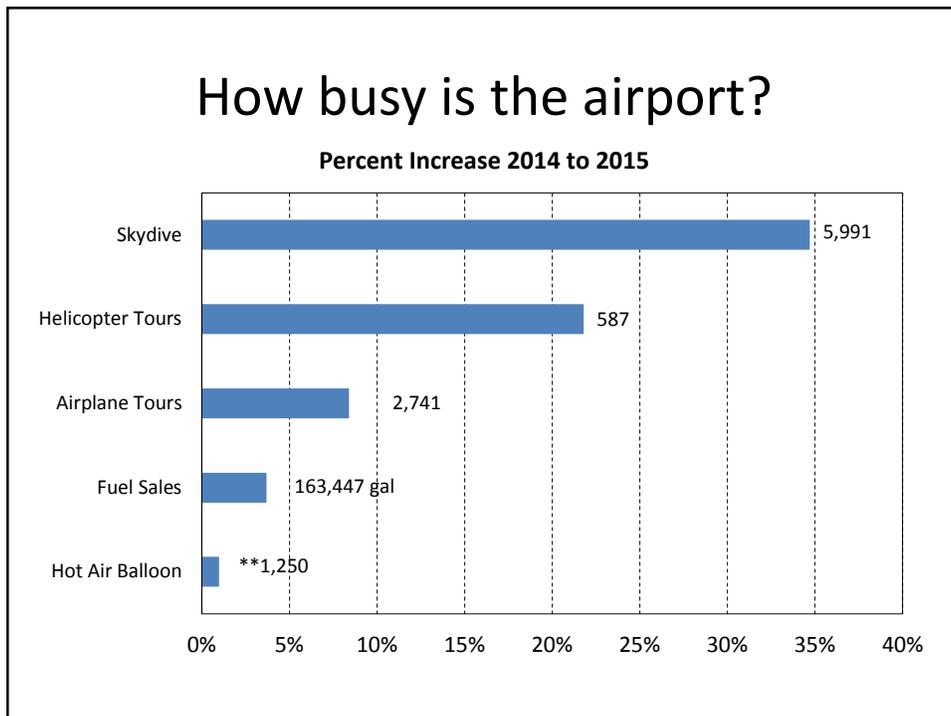
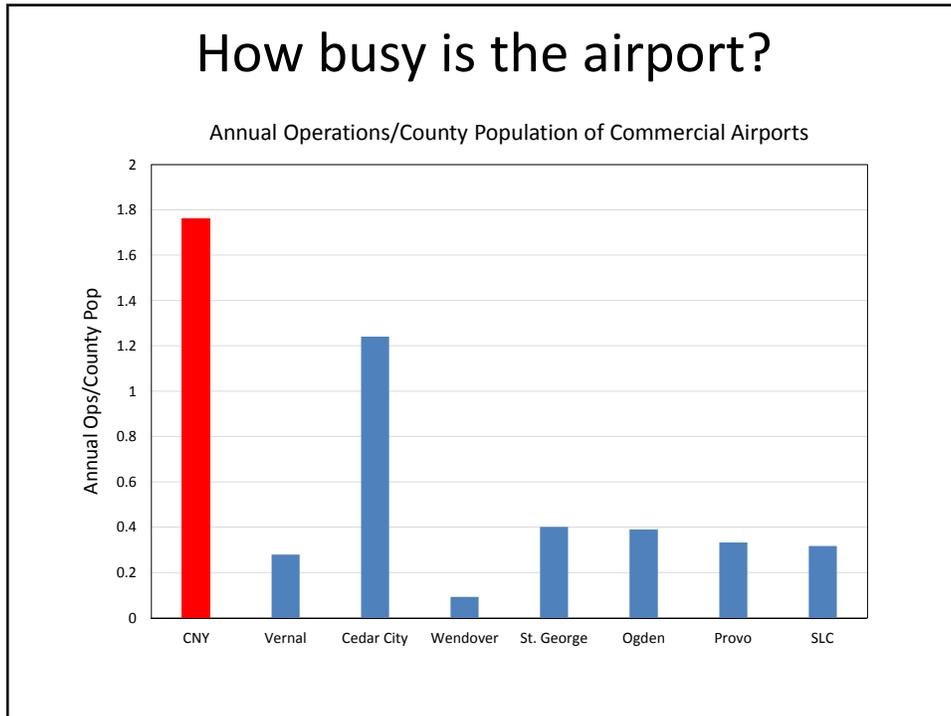
How busy is the airport?



16250 Operations Per Year







How are our costs?

- 2015 Direct Revenue = \$ 158,000
- 2015 Operating Budget = \$ 278,000
- 2015 Expenses = \$ 231,000
 - 17% under budget
- Net Cost = \$ 73,000*
 - \$56,937 in 2014
 - \$73,671 in 2011

*\$12,000 for septic replacement; \$10,400 not collected in Great Lakes rent

Airport Master Plan/Layout Plan

- Started in response to shift in air carrier service
- Needed to expand the runway for jet service
- \$270,000 in funding from Grand County in 2014
- Established current and future needs
- Completed on time in 2015
- Next step... Environmental Assessment

Taxiway Lights

- Long-needed; currently non-functional
- \$548,000 project
 - \$520,000 Federal grant
 - \$24,000 State grant
 - \$24,000 Grand County
- Upgrade all taxiway lights and signs with new LED lights
- Currently underway, estimated completion of beginning of March 2016

Wildlife Hazard Assessment

- Federally mandated for all airports
- \$50,000 project
- Field data completed in November 2015
- Draft report received January 2016


**Wildlife Hazard
Assessment**



of the
Canyonlands Field Airport
2014-2015

Prepared by:
Cody Buciuska, Airport Wildlife Biologist
Shawn Ferdinand, Airport Wildlife Biologist

"Bringing Wildlife Management to a Higher Level"

Terminal Remodel

- Our current facility is a tight fit for 30 screened passengers; will not fit 50 passenger jet traffic
- \$15,000 from Grand County to explore new facility
- Chamberlin Architects of Grand Junction is designing a facility
- Goal is to take to C.I.B. for funding
- Grand County has set aside ~\$500,000 for seed money



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AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JANUARY 19, 2016

Agenda Item: D

TITLE:	Presentation on Museum of Moab, Postponed from December 15, 2015
FISCAL IMPACT:	
PRESENTER(S):	John Foster, Museum Director

Prepared By:

Bryony Chamberlain
Council Office
Coordinator
435-259-1346

BACKGROUND:

Museum of Moab presentation was postponed from December 15, 2015

ATTACHMENT(S):

1. PowerPoint Presentation – To be provided

FOR OFFICE USE ONLY:

Attorney Review:

N/A

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JANUARY 19, 2016

Agenda Item: E

TITLE:	Utah State University Extension, Grand County Report for 2015
FISCAL IMPACT:	
PRESENTER(S):	Michael Johnson, County Director, USU Extension/Grand County

Prepared By:

Bryony Chamberlain
Council Office
Coordinator
435-259-1346

BACKGROUND:

An overview of *some* activities undertaken during 2015 in Grand County such as horticulture, Agriculture/Natural Resources, 4-H Youth, Health/Nutrition/Food Safety, Parenting Education, Financial and Volunteer Income Tax Assistance (VITA).

ATTACHMENT(S):

1. Report

FOR OFFICE USE ONLY:

Attorney Review:

N/A

Utah State University Extension, Grand County Report for 2015
This is an overview of *some* activities undertaken during 2015 in Grand County.

Staff:

Michael Johnson

Agriculture and Natural Resources, Horticulture, 4H, & FCS - County Director

Kira Rindlisbacher

Staff Assistant II/4-H Coordinator

Programs - Issues:

Horticulture:

Requests for horticulture/gardening information represent one of the largest contact points with Grand County citizens. Horticultural information can be found from an overwhelming number of sources including books, internet and more. Unfortunately much of that information is written for other areas, with specific interests or opinions in mind, or at the worst with wildly exaggerated suggestions presented as fact that can't work except within very specific climatic and soil conditions and even then at times only with luck. A considerable amount of money and time can go into a landscape and if plant material isn't cared for properly (especially trees) much of that can be a waste. As such Mike strives to be the best source of gardening information for our area and it appears a large segment of the community recognizes him as a source of good research based information.

Mike was asked to teach a class on horticultural/gardening topics for the Castle Valley Community in April. He also assisted a variety of businesses with horticulture/landscaping issues in 2015 including: City of Moab, Landscaper Arran Barnum, Moab Valley Inn, Pack Creek Homeowners Association, Rec Board/Arena, Orkin, Dowd Flats RV Park, Spanish Valley Cemetery, Grand Center, Grand County Weed Department, Rim Village, Four Corners School, Desert Land Escapes, and others.

Beyond being available by phone, in the office, by email and at times for site visits Mike wrote 26 articles for The Times Independent in 2015 of which 21 covered horticultural issues. Most of these articles are on The Times Independent website and besides the average newspaper run of 3500 copies per week the articles are being accessed online. As of the middle of December 2015 all the 2015 articles currently on the website (3 written earlier in 2015 have not been put on the website and 2 yet to be published) had been viewed 22,237 times. The articles from other years have seen additional views of 40,647 since the last count in December 2014.

Agriculture/Natural Resources:

Agricultural producers contacted Mike requesting assistance with crop or animal issues/questions as well as water/irrigation and plant disease issues and for 2015 included Castle Valley Farms, Sorrel River Ranch, Wilson Farms, and Lance Farms as well as other farmers and ranchers.

One of our alfalfa producers had part of his field die out suddenly this spring and during my initial investigation I decided to seek assistance from some of our Extension specialists including our weed, soil, pasture and insect specialists. Our weed specialist Dr. Ralph Whitesides came from Logan to visit the site. It was determined at least part of the problem was due to a heavier than usual concentration of Blue Alfalfa Aphid which also caused problems in other parts of Utah. Later that spring another alfalfa producer thought part of their field was damaged due to someone spraying herbicides (without permission) on their property. Mike contacted the UDAF as part of the investigation since their department handles misapplications of pesticides. Mike and the UDAF investigator visited the property and assisted the landowner.

Mike also worked with some vegetable producers on problems they were having with disease and insects and assisted a couple of farms with information on planting alfalfa, pasture grasses and cover crops. Mike worked with SITLA, our local vet, USU Extension Specialists and others on some cattle issues.

Mike was asked to give a presentation at the February UDAF Pesticide applicator training and testing in Blanding Utah. These workshops help producers and other applicators learn more about safe pesticide applications and also pests of concerns. Grand County Extension staff also provided 10 UDAF Pesticide Applicator testing opportunities here in Grand County for 8 individuals from local companies including Grand County Weed Department, NPS, BLM, a local ag producer, Mosquito Abatement and City of Moab. Offering the UDAF pesticide test here in Grand County in the short term allows local individuals to take the pesticide applicator test without driving to Price or SLC. In the long term it increases the likelihood those taking the test are better equipped to understand issues relating to the spraying of any type of pesticides, insuring their safety and others in our community.

Mike also worked with departments/agencies on other agricultural or natural resource issues including the Utah Division of Forestry, Fire and State Lands, Grand County Weed Department, NPS, Utah Department of Ag and Food and others.

4-H -Youth:

Kira Rindlisbacher (4-H Coordinator) and Mike enlisted the help of 21 volunteers for 13 summer and 3 afterschool clubs (2 in cooperation with BEACON and one we developed for home schooled youth). These clubs included: rubber stamping (2 clubs), clover buds (for youth 5 to 7 years old), sewing, scrapbooking, folk dance, crime and spy science (in cooperation with the library), reading, tennis, 2 fun science experiment clubs, cooking, hair styling, crafts, a STEM club (science-technology-engineering-math) and an art appreciation painting club. We continue to work with our leaders to determine how best to schedule their clubs which this year meant 3 clubs were held in the month of June and met in a shorter period of time (for example the sewing club met Monday through Thursday for 2 hours for 2 weeks and the Science club met 3 days a week for 2 weeks for 1 hour each day). All the clubs provided at least 6 hours of leader/youth interaction and learning. The other summer clubs met late June through August usually once per week. This type of scheduling has met with approval from all of our leaders.

We also received requests to help provide activities for youth at 3 community events: Relay for Life (August), Child Abuse Prevention's Back to School Carnival (August) and their Make 1 Take 1 event (December). Extension staff and teen volunteers helped at some or all of those events.





4-H Folk Dancing Club – Summer 2015



4-H The Great Artists & You Club – Summer 2015



Examples of cards made in the 4-H Summer Card Making Club



4-H Home School Stem Club – Fall 2015



Teens helping youth at 4-H activity table during Child Abuse Prevention's Make 1 Take 1 event in December

Health/Nutrition/Food Safety:

The Extension office continues to serve as a site for food service personnel to take the Food Safety Manager Certification (FSMC) test. This certification is required by the state and Mike works with the Southeastern Health Department to notify establishments of this opportunity. This year Mike

assisted 6 establishments who offer food to their clientele with taking the FSMC testing (total of 7 tests) including the hospital, Head Start, two restaurants and two outdoor adventure companies.

Mike also discussed food storage (canning, drying and freezing) related questions with local citizens during the year and provided pressure canner gauge testing.

Parenting education:

USU Grand County Extension began offering a new program, Love and Logic® parenting classes, in the fall of 2014. Love and Logic® is a research based program which offers tips and techniques to help de-stress parenting. By certifying in the Love and Logic® parenting curriculum Mike and Kira were able to facilitate/teach these parenting classes starting in 2014 and in 2015 we offered another 4 series of classes.

Financial:

IDA:

Mike was approached by a number of individuals concerning the IDA (Individual Development Account program) and in June provided the 8 hours of instruction required to participate in the program. This program allows participants who qualify to save up to \$1,500 and have it matched by up to \$4,500 for use in a business, for a higher education degree or for a home new to them. Since we started (2007) we have had 2 individuals buy homes, 2 individuals put their funds toward education and 11 put their funds into businesses. While I don't have the exact figures I know that this program has provided over \$60,000 to Grand County participants beyond their savings amounts.

VITA:

In the fall of 2008 Mike was asked to develop an IRS VITA (Volunteer Income Tax Assistance) site here in Grand County and in 2015 we had our seventh year of tax assistance with the help of 2 local volunteers.

During the 2015 tax season, our local volunteers and Extension staff used Taxwise to prepare returns for 115 households (148 filers considering those who were married and/or had dependents). This number included 32 senior citizens and 20 individuals reporting they were permanently disabled.

The filers had an average adjusted gross income of \$17,051 (median AGI was \$13,791). They received a total of \$115,340 in Federal and State refunds. This amount included \$36,827 in Earned Income Tax Credit received by 38 filers. This is a key antipoverty provision established by congress. While this credit can help those persistently paid low wages, for most families it is temporary help during hard times for those that work. Research suggests that as many as 20% of families that could receive this credit for whatever reason fail to apply for it, as such it's important that these VITA sites help get the word out.

Additionally, 11 families received \$10,926 in Child Tax Credits which are important for low-income families as it reduces child poverty and research shows that increases in family income of as little as \$1,000 can improve a child's test scores.

Another possible measure of the importance of this program is that 35 of the 115 filers (30%) received refunds totaling more than one month's adjusted gross income.

Other:

Organizations/Agencies cooperated with and/or assisted this year (partial list): Grand County School District and BEACON program; Interact Club, Grand County Weed Dept., City of Moab, Utah Department of Agriculture and Food (UDAF), Utah Division of Forestry, Fire and State Lands, BLM, SITLA, Grand County Recreation Special Service District, Community Action Partnerships, LITC, Grand County Prevent Child Abuse, Moab Mosquito Abatement, and the National Park Service among others.

January 2016

December 2015							February 2016								
S	M	T	W	T	F	S	S	M	T	W	T	F	S		
			1	2	3	4	5			1	2	3	4	5	6
6	7	8	9	10	11	12	7	8	9	10	11	12	13		
13	14	15	16	17	18	19	14	15	16	17	18	19	20		
20	21	22	23	24	25	26	21	22	23	24	25	26	27		
27	28	29	30	31			28	29							

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	New Years Day ● 8:00AM County Offices Closed	2
3	● 1:00PM Affordable Housing Task Force (Chambers) ● 4:00PM Noxious Weed Control Board (Grand Center) ● 5:00PM Airport Board (Chambers)	● 8:30AM Safety & Accident Review Committee (Chambers) ● 2:30PM Developer Finance Tools Workshop (Chambers) ● 4:00PM County Council Meeting (Chambers)	6	7	● 10:00AM Historical Preservation Commission (Grand Center)	9
10	● 12:30PM Council on Aging (Grand Center) ● 7:00PM Conservation District (Youth Garden Project)	● 12:00PM Trail Mix Committee (Grand Center) ● 2:00PM USU Advisory Board (USU Moab) ● 3:00PM Travel Council Advisory Board (Chambe...) ● 5:30PM OSTA Advisory Committee (OSTA) ● 6:00PM Cemetery Maintenance District (Su...) ● 6:00PM Planning Commission (Chambers) ● 6:00PM Transportation SSD (Road Shed)	● 12:00PM Area Section Analysis Process (ASAP) Steering Committee Meeting (USU Moab-Room R)	● 4:00PM Solid Waste Management SSD (District Office) ● 5:30PM Library Board (Library) ● 6:00PM Thompson Springs Fire District (Thompson) ● 7:00PM Thompson Springs Water SSD (Thompson)	15	16
17	Martin Luther King ● 8:00AM County Offices Closed	● 12:00PM Chamber of Commerce (Zions Bank) ● 2:00PM Development Review Process Workshop (Chambers) ● 4:00PM County Council Meeting (Chambers)	● 1:00PM Moab Area Watershed Partnership (Water District Office) ● 6:00PM Recreation SSD (City Chambers)	● 8:00AM Housing Authority Board (City Chambers) ● 1:00PM UAC Public Lands Committee (Dixie Center, St. George) ● 5:30PM Canyonlands Healthcare SSD (Moab Regional Hospital) ● 7:00PM Grand Water & Sewer Service Agency (District Office)	22	23
24	25	● 2:45PM Mental Health Board (Green River) ● 3:00PM Moab Tailings Project Steering Committee (Chambers) ● 5:00PM Public Health Board (Green River)	● 1:00PM Homeless Coordinating Committee (Zions Bank) ● 5:00PM Agenda Summaries Due ● 6:00PM Planning Commission (Chambers)	● 1:00PM Association of Local Government (ALG) (Price) ● 1:30PM UAC Board of Directors (State Capitol)	● 9:00AM County Legislature Day (State Capitol) ● 11:30AM Postponed to 2/29 Joint City/County Council Meeting (City Chambers)	30
31	● 5:00PM Airport Board (Chambers)	● 8:30AM Safety & Accident Review Committee (Chambers) ● 4:00PM County Council Meeting (Chambers)	3	● 5:30PM Mosquito Abatement District (District Office) ● 7:00PM Grand Water & Sewer Service Agency (District Office)	5	6

February 2016

January 2016							March 2016						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2			1	2	3	4	5
3	4	5	6	7	8	9	6	7	8	9	10	11	12
10	11	12	13	14	15	16	13	14	15	16	17	18	19
17	18	19	20	21	22	23	20	21	22	23	24	25	26
24	25	26	27	28	29	30	27	28	29	30	31		
31													

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
31	<ul style="list-style-type: none"> 5:00PM - 5:00PM Airport Board (Chambers) 1	<ul style="list-style-type: none"> 8:30AM - 8:30AM Safety & Accident Review Committee (Chambers) 4:00PM - 4:00PM County Council Meeting (Chambers) 2	3	<ul style="list-style-type: none"> 5:30PM - 5:30PM Mosquito Abatement District (District Office) 7:00PM - 7:00PM Grand Water & Sewer Service Agency (District Office) 4	5	6	
7	<ul style="list-style-type: none"> 12:30PM - 12:30PM Council on Aging (Grand Center) 7:00PM - 7:00PM Conservation District (Youth Garden Project) 8	<ul style="list-style-type: none"> 12:00PM - 12:00PM Trail Mix Committee (Grand Center) 3:00PM - 3:00PM Travel Council Advisory Board (Chambers) 5:30PM - 5:30PM OSTA Advisory Committee (OSTA) 6:00PM - 6:00PM Cemetery Maintenance District (Sunset Memorial) 6:00PM - 6:00PM Transportation SSD (Road Shed) 9	<ul style="list-style-type: none"> 12:00PM - 12:00PM Area Section Analysis Process (ASAP) Steering Committee Meeting (USU Moab-Room R) 5:00PM - 5:00PM Agenda Summaries Due 6:00PM - 6:00PM Planning Commission (Chambers) 10	<ul style="list-style-type: none"> 4:00PM - 4:00PM Solid Waste Management SSD (District Office) 6:00PM - 6:00PM Thompson Springs Fire District (Thompson) 7:00PM - 7:00PM Thompson Springs Water SSD (Thompson) 11	12	13	
14	President's Day <ul style="list-style-type: none"> 8:00AM - 5:00PM County Offices Closed 15	<ul style="list-style-type: none"> 12:00PM - 12:00PM Chamber of Commerce (Zions Bank) 4:00PM - 4:00PM County Council Meeting (Chambers) 16	<ul style="list-style-type: none"> 12:00PM - 12:00PM Children's Justice Center Advisory Board (City Chambers) 6:00PM - 6:00PM Recreation SSD (City Chambers) 17	<ul style="list-style-type: none"> 8:00AM - 8:00AM Housing Authority Board (City Chambers) 5:30PM - 5:30PM Canyonlands Healthcare SSD (Moab Regional Hospital) 7:00PM - 7:00PM Grand Water & Sewer Service Agency (District Office) 18	19	NACo Legislative Conference 20	
NACo Legislative Conference ♦ Washington DC				<ul style="list-style-type: none"> 1:00PM - 1:00PM Homeless Coordinating Committee (Zions Bank) 5:00PM - 5:00PM Agenda Summaries Due 6:00PM - 6:00PM Planning Commission (Chambers) 24	<ul style="list-style-type: none"> 1:00PM - 1:00PM Association of Local Government (ALG) (Price) 25	26	27
21	22	23	24	25	26	27	
28	<ul style="list-style-type: none"> 11:30AM - 11:30AM Joint City/County Council Meeting (City Chambers) 29	<ul style="list-style-type: none"> 8:30AM - 8:30AM Safety & Accident Review Committee (Chambers) 4:00PM - 4:00PM County Council Meeting (Chambers) 1	2	<ul style="list-style-type: none"> 5:30PM - 5:30PM Mosquito Abatement District (District Office) 7:00PM - 7:00PM Grand Water & Sewer Service Agency (District Office) 3	4	5	

Make a difference in your community ...

Become a Grand County Board or District Volunteer

NOTICE OF COUNTY BOARD END OF THE YEAR VACANCIES for Citizen Participation. The following *Grand County Boards, Commissions & Committees* will have vacancies at year end. Must reside in Grand County unless otherwise indicated, have the appropriate expertise when required by law, and agree to abide by the County's Conflict of Interest Ordinance. Applications are due: **Until Filled**

COUNTY BOARD, COMMISSION OR COMMITTEE	VACANCIES	TERM EXPIRATION
Historical Preservation Commission (May reside in Grand, Emery or San Juan County)	2	12/31/2019
Library Board	2	12/31/2019
Noxious Weed Control Board	1	12/31/2019

NOTICE OF DISTRICT BOARD END OF THE YEAR VACANCIES for Citizen Participation. The following *District Boards* in Grand County will have vacancies at year end. Must reside in Grand County; must be a registered voter within the District; may not be an employee of the District. Applications are due: **Until Filled**

DISTRICT BOARD	Vacancies	Term Expiration
Transportation Special Service District (must reside in unincorporated Grand County)	1	12/31/2019
Thompson Springs Special Service Fire District	1	12/31/2019

For more information call KaLeigh Welch at (435) 259-1346. Interested applicants shall complete the "Board, Commission, and Committee Certification and Application Form" available at <http://grandcountyutah.net/194/Boards-Commissions-Committees> or at the County Council's Office. Completed forms may be emailed to council@grandcountyutah.net or delivered to Grand County Council Office, 125 E Center, Moab, UT 84532 by Wednesday, October 28, 2015. The County Council will begin making appointments for these volunteer positions during a regular Council meeting at the beginning of the New Year.

Board member responsibilities and board meeting dates are available at <http://grandcountyutah.net/194/Boards-Commissions-Committees>

Public Notice
Adoption of Ordinance

The Grand County Council passed, adopted and approved, Ordinance No. 2015-539 in open session on December 21, 2015, enacting the County Option Sales and Use Tax for Highways, Authorized by 2015 HB 362. A complete copy of the Ordinance is available at the Grand County Clerk's Office.

/s/ Diana Carroll
Grand County Clerk/Auditor

Published in the Times Independent, Moab, Utah January 7, 2016.



Employment Opportunities

Deputy Clerk/Auditor IV

Posted January 11, 2016 11:00 AM | Closes March 1, 2016 3:00 PM

Job Summary The Deputy Clerk/Auditor works under the direct supervision of the Grand County Clerk/Auditor performing a variety of general clerical and departmental... [Full Description](#)

[Apply Online](#)

GCSO Corrections Officer

Posted December 30, 2015 8:00 AM | Closes January 18, 2016

Apply Online Job Summary Under the supervision of the Assistant Jail Commander the Corrections Officer is a sworn member of the Sheriff's Office whose work... [Full Description](#)

GCSO Patrol Deputy

Posted December 30, 2015 9:00 AM | Closes January 18, 2016

Apply Online Job Summary Under the direct supervision of the Patrol Supervisor the Deputy Sheriff performs a variety of entry-level professional and technical... [Full Description](#)

Library Clerk (Part time)

Posted January 13, 2016 3:00 PM | Closes February 1, 2016 10:00 AM

Job Summary Under the direction of the Head of Adult Services, the Library Technician performs duties relevant to the daily operations of the Library. The Library... [Full Description](#)

[Apply Online](#)

Old Spanish Trail Arena Recreation Center Maintenance Worker

Posted January 13, 2016 3:00 PM | Closes February 1, 2016 3:00 PM

Job Summary: Under the direction of the OSTARC Manager, the maintenance worker performs upkeep, event coordination, technical support, equipment services, security,... [Full Description](#)

[Apply Online](#)

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JANUARY 19, 2016

Agenda Item: G

TITLE:	Approving Proposed 2016 Standard Cooperative Agreement for Utah State University Extension Educational Work
FISCAL IMPACT:	\$62,736 for Fiscal Year 2016
PRESENTER(S):	Michael Johnson, County Director, Utah State University Extension/Grand County

Prepared By:

Michael Johnson
 County Director
 USU Grand County
 Extension
 125 West 200 South
 435-259-7558
mike.johnson@usu.edu

FOR OFFICE USE ONLY:

Attorney Review:

Completed in prior
 years

RECOMMENDATION:

I move to approve the 2016 Standard Cooperative Agreement between Grand County and Utah State University to fund extension educational work in Grand County and authorize the Chair to sign all associated documents.

BACKGROUND:

Each year the County renews a cooperative agreement with Utah State University (USU) to provide programming that will improve the lives of residents in Grand County. The County Extension service initially was known for its agricultural services but now provides resources and information for homeowners, businesses and others in a variety of topic areas including horticulture, finances, parenting, personal interactions, food safety, youth education and more; the mission of the extension services is summarized in a section of the cooperative agreement to be:

USU Extension shall provide and administer extension educational work within the county which is directed at improving the quality of life for people in the county, enhancing economic opportunity with the county and sustaining the natural resources of the county. Educational activities, field days, local leadership development, training schools, etc. are a part of the Extension's educational work and expenses.... The Extension educational work and related program activities shall help the residents of the county analyze their problems, develop solutions, and thereby attain a richer and more satisfying life.

Michael Johnson, the County Agent will be present at the meeting to answer any questions concerning the range of programs and services that the County Extension Services provide.

With the approval of this agreement, the County will fund \$62,736 of the USU anticipated operating costs. These funds have already been appropriated in the County's budget.

ATTACHMENT(S):

Proposed Cooperative Agreement

STANDARD COOPERATIVE AGREEMENT
FOR UTAH STATE UNIVERSITY
EXTENSION EDUCATIONAL WORK - 2016

This cooperative agreement between GRAND County ("County") and Utah State University, Cooperative Extension Service ("USU Extension"), for the purpose of establishing a partnership between the citizens of Utah residing in said county and Utah State University.

Whereas, Utah State University is the land-grant university in the state of Utah, as authorized by the federal Morrill Acts of 1862 and 1890 (7 U.S.C. §§301-308 and U.S.C. §§321-329), and

Whereas, the federal Smith-Lever Act of 1914 (7 U.S.C. §§341-349) established Cooperative Extension work, a partnership of the U.S. Department of Agriculture and the land-grant universities, and

Whereas, the Utah Legislature has established an agricultural extension service at Utah State University (U.C.A. §53B-18-201) and has enabled the various counties within the state of Utah to become a third legal partner in the educational endeavor of cooperative extension work, namely:

Utah State University "may enter into cooperative contracts with the United States Department of Agriculture, county or city officers, private or public organizations, corporations, and individuals, to share the expense of establishing and maintaining an agricultural extension service. The county legislative body of each county may provide sufficient funds to ensure that the agricultural extension service functions properly in its county." (U.C.A. §53B-18-202), and

Whereas, Utah State University has organized its agricultural extension service as follows:

(a) Extension county agents who directly serve in specific counties; (b) Extension county directors, who direct the services within a specific county and supervise other extension county agents assigned to the county; (c) Extension regional directors, who manage the services for a multi-county area; and (d) the Utah State University Vice President for Extension, and on-campus staff, who oversee the entire program.

Therefore, USU Extension and the County agree as follows:

1. This cooperative agreement shall be for the period beginning **January 1, 2016** and ending **December 31, 2016**. USU Extension and the County have had a long-standing relationship concerning extension educational work and anticipate that this cooperative agreement will be renewed annually. At the time this cooperative agreement is renewed, USU Extension and the County may review specific program objectives for the extension educational work in the future and evaluate past accomplishments.
2. USU Extension shall appoint and fund one or more extension agents to perform extension educational work within the county and shall appoint one extension agent to act as the Extension County Director for the county. (These appointments shall be satisfactory to both parties.) Additional agents shall be funded by USU Extension, the County or a combination of USU and the County as is mutually agreed. The extension agent(s) shall be university employees whose employment is governed by Utah State University policies and procedures.
3. The County shall fund or provide support staff for the extension agent(s), e.g. secretary, program assistant, volunteer leaders, office manager, office specialist, etc. (If these employees are County employees, as such, these employees are governed by the County Office of Personnel Management Rules and Regulations and other administrative county policies. These employees shall be satisfactory to both parties. Furthermore, the County shall provide for these employees and other budgeted items as set forth and described in paragraph 10 below.)

4. The County shall provide adequate office, furnishings, and other facilities for the county agent(s) and support staff. USU Extension shall not remove any furnishings from the office and shall return the same to the County, together with any equipment, supplies, etc. provided under the following paragraph, upon the non-renewal of this cooperative agreement. Each party shall maintain separate ownership and control over any personal property purchased or used in the performance of this cooperative agreement.

5. The County shall provide in its annual budget an operating budget for the extension county office. The financial support shall include, but is not limited to, support staff, telephone service, office equipment, supplies, travel expenses, staff in-service training, etc. The total budget authorized for the period stated in paragraph 1 above shall be \$62,736.00. The total dollar amount of the operating budget shall not be exceeded without the prior written consent of the County. A summary of the budget items and anticipated expenditures are stated in paragraph 10 below. The County may subdivide the budgeted items listed in the summary to conform to the County's system of account titles.

6. USU Extension shall provide and administer extension educational work within the county which is directed at improving the quality of life for people in the county, enhancing economic opportunity within the county, and sustaining the natural resources of the county. Educational activities, field days, local leadership development, training schools, etc., are part of the extension educational work and expenses for such are acceptable for reimbursement from the operating budget provided by the County.

7. The Extension County Director, with the advice and consent of the Extension Regional Director shall directly supervise all extension educational work, the operating budget, and the support staff.

a. The Extension educational work and related program activities shall help the residents of the county analyze their problems, develop solutions, and thereby attain a richer and more satisfying life. The Extension educational work and program activities shall be designed to render effective educational service and to stay within the total dollar amount of the operating budget (stated in paragraph 5 above).

b. The Extension County Director shall manage the operating budget in accordance with County fiscal policies and accepted accounting practices. Flexibility between categories is allowed and adjustments may be made within budget categories for efficient program emphasis and financial management. Reimbursement or purchasing requests for budgeted expenditures shall be submitted to the County in accordance with County procedures. Extension agent(s) and support staff shall keep accurate and detailed records of expenses incurred in accordance with county fiscal procedures.

c. The Extension County Director shall supervise the support staff, employed by the County, in accordance with County personnel policies and procedures, and any support staff employed directly by the university in accordance with Utah State University policies and procedures.

8. USU Extension and the County shall provide program services within the Extension education work to all segments of the County's population without discrimination on the basis of race, color, sex, age, disability, religion, or national origin.

9. USU Extension and County are governmental entities under the "Utah Governmental Immunity Act." Consistent with the terms of that Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials or employees. USU Extension further agrees to be responsible for any wrongful or negligent act committed by any County support staff assigned to and supervised by USU Extension while acting under the direction of USU Extension. Neither party intends to waive any defenses or limits of liability otherwise available under the Governmental Immunity Act.

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JANUARY 19, 2016

Agenda Item:H

TITLE:	Approving Bid Award and Two-Year Lease Agreement for Two, 2016 772GP All-Wheel Drive Motor Graders
FISCAL IMPACT:	\$45,361.44 annually for two (2) Motor Graders, within Budget
PRESENTER(S):	Bill Jackson, Road Supervisor

Prepared By:

Bill Jackson
Road supervisor
435-259-5308
bjackson@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the lease of two 2016 772GP all-wheel drive motor graders from Honnen Equipment Company with an annual lease payment of \$22,680.72 and authorize the Chair to sign all associated documents.

BACKGROUND:

The Council approved for the 2016 budget to lease two (2) 2016 Motor Graders.

Notice for sealed bids was published in the local newspaper as required in Grand County's purchasing policies. There were two heavy equipment dealers that submitted bids. Listed are the two bidders:

1. Honnen Equipment Company - \$22,680.72 per year, per grader
2. Wheeler Cat - \$28,000 per year, per grader

ATTACHMENT(S):

- A. Notice for sealed bids
- B. Honnen Equipment Company Bid
- C. Wheeler Cat Bid

**UTAH
LEGAL NOTICES**[Home](#)[Browse](#)[Alerts](#)[Events](#)[Contact](#)Search: for [Show / Hide Newspaper View](#)

Notice to Heavy Equipment Dealers

Sealed bids will be received at the Grand County Clerk's Office until 3:00 p.m. on January 5, 2016 at which time and place all bids will be publicly opened and read for the leasing of the following equipment to be used by Grand County.

Two (2) - 2016 All Wheel Drive Articulated Motor Graders

Specifications are available at the Grand County Clerk's office at 125 East Center Moab Utah. For Information call (435) 259-5308
DEADLINE FOR ALL BIDS IS January 5, 2016 at 3:00 p.m. Grand County reserves the right to reject any or all bids, to waive informality in any bid, which in the opinion of Grand County Council shall best serve the interest of Grand County. Send Bids to Grand County Clerk/Auditor, 125 E. Center Street, Moab Utah 84532, clearly marked on the outside of the envelope "Road Department Bids"
Witness my hand and seal this 11th day of December, 2015.

/s/ Diana Carroll.

Grand County Clerk/Auditor

Published in The Times-Independent, Moab, Utah December 17 and 24, 2015.

[Newspaper Administration](#)

Quote Id: 12351385

Prepared For:
GRAND COUNTY GOVERNMENT



Prepared By: **TONY BRADSHAW**
Honnen Equipment Co.
2358 I-70 Frontage Road
Grand Jct., CO 81505
Tel: 970-243-7090
Fax: 970-243-7092
Email: tonybradshaw@honnen.com



Quote Summary

Prepared For:
GRAND COUNTY GOVERNMENT
125 E Center St
Moab, UT 84532

Prepared By:
TONY BRADSHAW
Honnen Equipment Co.
2358 I-70 Frontage Road
Grand Jct., CO 81505
Phone: 970-243-7090
tonybradshaw@honnen.com

Governmental Municipal Lease:
24 Month Fair Market Value Lease, with annual payments of
\$22,680.72, and annual usage of each Motor Grader of 1,500 hours.
Grand County is NOT obligated to purchase the Motor Graders at
the end of the lease.

Quote Id: 12351385
Created On: 02 November 2015
Last Modified On: 05 January 2016
Expiration Date: 26 February 2016

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 772G MOTOR GRADER with 6WD	\$ 285,444.65 X	1 =	\$ 285,444.65
John Deere Extended Warranty-36 Month 4000 Hr. PTH	\$ 0.00 X	1 =	\$ 0.00
JOHN DEERE 772G MOTOR GRADER with 6WD	\$ 285,444.65 X	1 =	\$ 285,444.65
John Deere Extended Warranty-36 Month 4000 Hr. PTH	\$ 0.00 X	1 =	\$ 0.00
Equipment Total			\$ 570,889.30

Quote Summary

Equipment Total	\$ 570,889.30
SubTotal	\$ 570,889.30
Total	\$ 570,889.30
Balance Due	\$ 570,889.30

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 12351385

Customer: GRAND COUNTY GOVERNMENT

JOHN DEERE 772G MOTOR GRADER with 6WD

Hours:

Stock Number:

Code	Description	Qty
8470T	772G MOTOR GRADER with 6WD	1
Standard Options - Per Unit		
1020	772GP with Grade Pro Controls	1
1140	John Deere PowerTech PSS 9.0L meets EPA FT4 Emissions (266 Net Peak hp)	1
1240	200 amp Alternator	1
1310	Quick Service Group	1
1420	Severe Duty Fuel & Water Filtration System	1
1610	Hydraulic Pump Disconnect	1
1700	JDLink Ultimate Cellular for the Americas, excluding Costa Rica	1
1830	Engine Exhaust with Flat Black Stack for 9.0L (EPA FT4 only)	1
1910	Blade Impact Absorption System	1
2080	14 Ft. x 27 In. x 1 In. (4.27 M x 686 mm x 25 mm) with 8 In. x 3/4 In. (203 x 19 mm) Cutting Edge and 3/4 in. (19mm) Hardware	1
2575	No Grade Control Base Kit Installed	1
2605	English Labels and Decals	1
2775	No Topcon Radio Installation	1
2840	Heavy Duty Dual Input Gearbox with Slip Clutch	1
4617	Bridgestone VUT	1
5060	Grade Pro Low Cab w/ Lower Front and Side Opening Windows	1
5510	Autoshift Transmission	1
5710	Transmission Solenoid Valve Guard	1
5815	Hydrau - Greases, Oil, Fuel & Coolant	1
6030	No Powered Cab Air Precleaner	1
6140	Grade Pro Premium Heated, Leather/ Fabric, High-Wide Back Air Suspension Seat	1
6555	Grade Pro Controls w/1 Rear Auxiliary Function and Left Hand Lever Controller	1
6650	Grade Pro Controls - Left Side	1

Selling Equipment

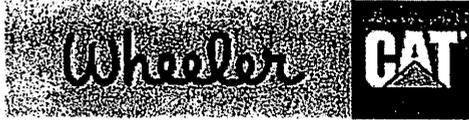
Quote Id: 12351385

Customer: GRAND COUNTY GOVERNMENT

6710	Front Push Block	1
6810	Rear Mounted Ripper/Scarifier	1
	Combination with Rear Hitch and Pin	
7160	Deluxe Grading Lights (18 Halogen Lights)	1
7820	No Front Fenders	1
8120	24-to-12 Volt Converter (30 amps peak / 25 amps continuous)	1
8210	Exterior Mounted Rearview Mirrors	1
8320	Less Lower Front Window Wiper & Wiper	1
8410	AM/FM Radio with Aux and Weather Band (WB)	1
8510	Air Conditioner Refrigerant Charged	1
8730	No Sound Absorption Package	1
8810	Rear Camera	1
9120	Front Window Movable Sun Visor	1
9130	Rear Retractable Sun Shade	1
9210	Decelerator	1
9220	5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher	1
9273	Right Side Engine Compartment Work Light	1
9280	Slow Moving Vehicle (SMV) Sign	1
9298	Beacon with Flip Down Cab Beacon Bracket (RH)	1
9360	Engine Block Heater	1
9370	Ether Starting Aid	1
9430	(9) Extra Scarifier Shanks w/Teeth For Rear Ripper/Scarifier	1
Service Agreements		
John Deere Extended Warranty - 36 Month 4000 Hr. PTH		
Other Charges		
	Freight	1
	Setup	1
	Delivery to Moab	1

JOHN DEERE 772G MOTOR GRADER with 6WD

ATTACH. C



Quote 111711-01

December 28, 2015
GRAND COUNTY
125 EAST CENTER
MOAB, UT 84532

Thank you for your interest in Wheeler Machinery Co. and its products. I am pleased to provide you with this quote for your consideration.

CATERPILLAR Model: 140M3AWDL Motor Grader YEAR: 2016

MACHINE SPECIFICATIONS

Description	Reference No	Description	Reference No
140M3 AWD MOTOR GRADER	384-5805	PRECLEANER, SY-KLONE	380-6775
MIRRORS, OUTSIDE MOUNTED	233-3295	BASE + 1 (RIP)	385-8094
HEATER, ENGINE COOLANT, 120V	249-5516	GLOBAL ARRANGEMENT,LOW AMBIENT	385-9297
TIRES, 17.5R25 BS VKT 1* MP	249-7841	CAB, PLUS (STANDARD GLASS)	385-9554
RIM, 14" X 25" MP (SPARE)	252-0112	SEAT BELT	394-1492
RIM, 14" X 25" AWD MP (SPARE)	252-0113	COLD WEATHER PLUS PACKAGE AWD	394-4524
LIGHTS, FRONT HEADLIGHTS, LOW	309-9879	LIGHTS, WORKING, PLUS	395-1967
GUARD GP, HITCH	323-6970	STARTER, ELEC, EXTREME DUTY	395-3547
RIPPER-SCARIFIER, REAR	324-0889	TRANSMISSION, AUTOSHIFT	396-3515
LIGHT, LED WARNING STROBE	338-1132	CAB, PLUS (INTERIOR)	397-7457
MOLDBOARD, 14' BASIC	349-3047	DECALS, ENGLISH (U.S.)	442-9940
JOYSTICK CONTROLS, BASIC	357-9151	TOOTH, RIPPER	8J-1434
ACCUMULATORS, BLADE LIFT	358-9338	LANGUAGE, ENGLISH	386-1254
MOUNTING, WARNING LIGHT	361-3137	PRODUCT LINK, SATELLITE PLE631	464-6804
NO ACCUGRADE	362-5222	COOLANT, 50/50, -35C (-31F)	469-8157
GUARD, TRANSMISSION	366-2459		
PUSH PLATE, COUNTERWEIGHT	367-6842		
GUARD, AXLE HOSE	367-6905		

WARRANTY Premier 24 Months / 3,000 hours Parts and Labor
F.O.B/TERMS Moab, UT

PAYMENT TERMS

Lease Terms

2 YEAR TERM	HOURS PER YEAR	PAYMENT
Annual Payments	1,500 Hours	\$28,000.00

The above lease is based on the following:

- The machine must be returned in average condition with normal wear-and-tear
- The customer is responsible for all maintenance and repairs on the machine using genuine Cat parts only
- Tires, undercarriage, and all ground engaging tools (i.e. teeth, cutting edges) must be at 50% remaining, minimum
- Liability, Theft and Damage Insurance

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JANUARY 19, 2016

Agenda Item:1

TITLE:	Approving Bid Award for Purchase of a Crafc0 Asphalt Crack Sealer
FISCAL IMPACT:	\$45,977 within budget
PRESENTER(S):	Glen Arthur, Assistant Road Supervisor

Prepared By:

Glen Arthur
Assistant Road
Supervisor
435-259-5308
garthur@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the bid award for the purchase of a Crafc0 Asphalt Crack Sealer, Model EZ1000 series 2 in the amount of \$45,977 to Wheeler Machinery Company, and authorize the Chair to sign all associated documents.

BACKGROUND:

The crack sealer will have electric brakes, not surge brakes. The Base price is \$47,235; minus \$1,258 (deduction for electric brakes) will be \$45,977.

Since this is a State Contract, sealed bids were not required.

ATTACHMENT(S):

1. State of Utah Contract
2. Picture of Crack Sealer



Revision number: 1

Purchasing Agent: Linda Crawford
Phone #: (801) 538-3150
Email: lindacrawford@utah.gov

Item: Asphalt Crack Sealer, Trailer Mounted

Vendor: 01058GA

Wheeler Machinery Co.
4901 West 2100 South
PO Box 701047
Salt Lake City, UT 84120

Internet Homepage:

www.wheelermachineryco.com

General Contact:
Telephone:
Cell Phone:
Fax number:
Email:

Larry Brown
(801) 974-0511
(801) 232-6905
(801) 974-0115
lbrown@wheelercat.com

Usage Report Contact:

Same

Reporting Type:

Item-Line

Make & Model:

Crafco EZ1000 Series II. A Future model change accompanied by a price increase may void the contract.

Price:

\$47,235.00 See options in Part IV. Pricing Section.

Terms:

Net 30

Effective dates:

09/25/11 through 09/24/16

Potential renewal options remaining:

Days required for delivery:

60 Days

Price guarantee period:

One year

Freight:

See "Delivery Requirements" in Part IV

Minimum order:

Min shipment without charges:

Other conditions:

Contract has been extended through 09/24/16, also note new pricing. Assigned to new Agent.

BID NO. GL12016

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor creating a PRC in Finet. Agencies will return to the vendor any invoice which reflects incorrect pricing.

Supplier: Wheeler Machinery Company**TRAILER MOUNTED ASPHALT CRACK SEALER****PUBLICATION**

This specification is a product of the Utah Department of Transportation, hereinafter referred to as STATE. STATE does not assume nor accept any liability when this specification is used in the procurement process by any other entity. This bid will result in a State Cooperative contract.

State of Utah through the Utah Division of Purchasing and General Services will establish a three-year State Cooperative contract with two (2), 1-year renewable options to purchase Trailer Mounted Asphalt Crack Sealers. The successful bidder can change equipment options on the make and model accepted in the bid in order to meet the needs of the ordering entity. The price of the equipment options shall be based on OEM discount applied to the published rates found in the contract.

PART I: GENERAL CLAUSES AND CONDITIONS

1. The equipment furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The supplier represents that all equipment offered under this specification is new at time of delivery. DISCONTINUED, DEMONSTRATOR OR DEVELOPMENTAL MODELS ARE NOT ACCEPTABLE.
2. Supplier shall submit, with the bid to BidSync (<http://www.bidsync.com>), the latest detailed specifications for the equipment offered. Supplier should submit the latest literature for informational purposes only. Should you need assistance from BidSync, contact support@bidsync.com or 800-990-9339.
3. Upon delivery, unit shall be completely assembled and adjusted. All equipment, including standard and supplement equipment, shall be installed, and the unit shall be serviced and ready for continuous operations.
4. All parts not specifically mentioned, but are necessary for the unit to be complete for operation or are normally furnished as standard equipment, shall be furnished by the supplier. All parts shall conform in strength, quality, and workmanship to accepted standards of the industry.
5. The unit provided shall meet or exceed all the Federal and State of Utah safety, health, lighting and noise regulations and standards in effect, and which are applicable to equipment furnished at the time of acceptance.
6. It is the intent of the STATE to purchase goods, equipment, and services having the least adverse environmental impact within the constraints of statutory purchasing requirements, departmental need, availability, and sound economical considerations. Any suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.
7. STATE, encourages all manufactures to comply, voluntarily, with the Society of Automotive Engineers (SAE) recommended practices.
8. Required measurements standard will be given in English units or the industry's standard units.
9. Failure to provide and comply with Part I of bidder submitted specifications will result in bid(s) being declared non-responsive.
10. Requests for exception(s) to this bid must be submitted through questions and answers on BidSync. Any addenda will be issued through BidSync. Exceptions shall not be granted to requests made after the question and answer deadline.

PART II: GENERAL SPECIFICATIONS**1. SCOPE:**

The intent of this bid is to define the minimum acceptable standards to establish a contract to purchase crack sealers to be used in highway operations. The crack sealers are to be new units of current model, and are to meet the following minimum specifications, but are not limited as to additional features furnished by the manufacturer. Variation in construction details may be allowed if these variations result in the same or greater basic strength and durability than can be accomplished, using these specifications herein. Any variations in construction details must be approved by STATE.

2. NOTICE TO BIDDERS:

Any example shown is listed to show type and class of equipment desired. Bidders are cautioned to read the specifications carefully, as there may be special requirements not commonly offered by the equipment manufacturer. Do not assume your standard equipment meets all detailed specifications merely because it is listed as an example. Bidders are cautioned that any unit delivered to the FOB points, which do not meet specifications in every aspect will be rejected. The combination of the characteristics of products cited shall be the minimum standard of quality for this bid. Products which meet the minimum standard and which are in other ways substantially equivalent to those designated will be considered for award.

**Example: Crafcro Series II
Bearcat BK-250D**

3. WARRANTY:

The equipment shall be warranted against all defects in material and workmanship for a period of not less than 24 months. If manufacturer's standard warranty period exceeds 24 months, then the standard warranty period shall be in effect. Warranty period shall start after auxiliary equipment has been installed and/or put into service. STATE shall provide the in-service date to the manufacturer. Basic warranty shall include agreement to allow all STATE shops to be approved to complete in-house warranty repairs at STATE maintenance shops. The warranty shall include nothing less than parts, labor reimbursement and repetitive problems, reasonable towing, and road travel cost reimbursement. If manufacturer's standard warranty includes any additional coverage not mentioned under these requirements, the standard warranty along with requirements shall be in effect.

State any exception and / or additions to the warranty here or state if and attachment included.

Basic Warranty period 12 Months

*Other warranty period N/A
(Attach copy if needed.)*

PART III, DETAILED SPECIFICATIONS**1. TRAILER FRAME**

- 1.1 Shall be constructed from formed or rolled channel 5 inches by 3/16 inch thick or manufacturer's standard that will be equal to or exceed weight requirements.

Bid response Comply Yes Exceptions

2. RUNNING GEAR

- 2.1 Dual torsion axles each rated at 5,200 lbs.
- 2.2 Shall have surge brake system. (electric is not acceptable)
- 2.3 Pintle eye with adjustable mounting height from 15 inches to 32 inches.
- 2.4 Two safety chains, 3/8" grade 70, with pin shackles.
- 2.5 Fold-up, screw jack on drawbar 5,000 lb. capacity.

Bid response Comply YesExceptions

3. LIGHTS

- 3.1 Shall have LED turn, stop and tail lights with license plate holder on left side, and all required reflectors.
- 3.2 Shall have Pollack 11-702 plug.
- 3.3 Shall have Target Tec LED mini-light bar P/N 454201-02

Bid response Comply YesExceptions

4. SEALANT TANK

- 4.1 Tank capacity 250- gallon minimum.
- 4.2 Tank shall be made of 3/16" inch thick steel minimum.
- 4.3 Hydraulic driven vertical sweeping agitator shall mix sealant in tank with two opposing paddles to prevent damage to un-melted sealant blocks.

Bid response Comply YesExceptions

5. LOADING HATCH

- 5.1 Loading hatch shall have 2 openings approximately 14 X 18 inches.
- 5.2 Shall have hinged cover and anti-splash loading design.
- 5.3 Loading height 64 inch maximum.
- 5.4 Tank shall have minimum of 1-1/2 inches of high-density ceramic insulation with metal cover.
- 5.5 Tank overflow pipe shall be located so that any overflow material will not fall onto control valves.

Bid response Comply YesExceptions

6. HEATING SYSTEM

- 6.1 Sealant melting shall be by diesel- fueled burner heating oil system.
- 6.2 System shall be adequate to heat a tank of sealant from 70degrees F. to 375 degrees F. so that application can start within 60 minutes of start up maximum time.
- 6.3 System shall have bottom, sides, and center heating capabilities.
- 6.4 Unit shall include an Overnight Heater.

Bid response Comply YesExceptions

7. TEMPERATURE CONTROL

- 7.1 System shall have adjustable temperature control to maintain sealant at recommended temperature and high temperature safety cutoff.
- 7.2 The controls shall have digital readouts for temperature of hot oil, material, and pumping temperature.
- 7.3 Shall have temperature- controlled activation of sealant pump, agitation, and optional equipment.

Bid response Comply YesExceptions

8. COMBUSTION AREA

- 8.1 The combustion area shall be shielded to prevent flame contact with spilled sealant.
- 8.2 Burners shall have safety controls to cut off fuel in event of failed ignition.

Bid response Comply YesExceptions

9. APPLICATION SYSTEM

- 9.1 Application hose shall be 1 inch I.D. by 20 feet (minimum), high temperature, wire braid type, designed for required service.
- 9.2 Applicator wand shall be approximately 50 inches long with insulated handle and. The applicator wand shall have a self- closing valve that will automatically close when sealant application pressure stops.
- 9.3 The connection made between the hose applicator is made through a 360- degree swivel.
- 9.4 There shall be a heated storage compartment for hose and wands.
- 9.5 There shall be a temperature gauge for the storage compartment and means of regulating storage compartment temperature.
- 9.6 There shall be provision for inserting the wand into the sealant tank for re-circulating.
- 9.7 There shall be provision for inserting the wand into the sealant tank for re-circulating with a simple interlock to prevent removing the wand from the tank without first stopping the flow of sealant from the wand.

Bid response Comply YesExceptions

10. CLEAN OUT

- 10.1 The sealant pump shall be reversible for clean out of system without the use of solvents.
- 10.2 There shall be no provisions for storage of solvent.

Bid response Comply YesExceptions

11. HYDRAULIC SYSTEM

- 11.1 The hydraulic system shall include three (2) separate motors to drive the tank agitator, and sealant pump.
- 11.2 There shall be:
 - 11.2.1 A single hydraulic pump
 - 11.2.2 One (1) hydraulic reservoir
 - 11.2.3 One (1) pressure and one (1) return filter
 - 11.2.4 Shall have required controls
- 11.3 The pump shall be driven by 41 HP, minimum diesel fueled engine.
- 11.4 Hydraulic hoses shall be routed and shielded to prevent ignition of oil in event of hose failure.

Bid response Comply YesExceptions

12. ENGINE

- 12.1 The engine shall be a diesel engine to include:
 - 12.1.1 Electric Start
 - 12.1.2 Constant Speed Mechanical Governor
 - 12.1.3 Full Flow Oil Filter
 - 12.1.4 Water Cooled
 - 12.1.5 High Water Temperature Shut Down
 - 12.1.6 Low Oil Pressure Shut Down.
- 12.2 Unit shall include a lockable engine cover and battery cover.

Bid response Comply YesExceptions

13. AIR COMPRESSOR

- 13.1 The Air Compressor shall be equipped with a 70 CFM @ 125PSI rotary van air compressor.
- 13.2 The Compressor shall be driven hydraulically. Belt drive compressors are nonconforming.
- 13.3 There shall be a high temperature automatic shut down.
- 13.4 The unit shall have a self-contained air to oil hydraulic cooler with an electric fan.
- 13.5 To include 50 feet of 3/8" air hose with Chicago quick couplers on each end and storage rack shall be supplied.

Bid response Comply Yes Exceptions as per Question #1

14. PAINT AND MARKING

- 14.1 Unit shall be painted manufacturers standard color.
- 14.2 Stainless steel or chrome shall not be painted.
- 14.3 Manufacturer's standard emblems and model designations are allowed but not to exceed 4" high.
- 14.4 All other advertising and decorative striping shall be omitted.

Bid response Comply Yes Exceptions

15. IDENTIFICATION

- 15.1 Each unit shall have a metal tag permanently attached to draw bar or frame with the following information:
 - 15.1.1 Manufactures name
 - 15.1.2 Year of manufacturer
 - 15.1.3 Model number
 - 15.1.4 Serial number
- 15.6 Each unit number is 2" high numbers welded on the left side of draw bar. Unit number will be specified on purchase order when issued.

Bid response Comply Yes Exceptions

PART IV - PRICING**1. PRICE GUARANTEE:**

1.1 All pricing must be guaranteed for one year including the purchase price and option prices.

1.2 List Bid Item Make Crafc Model EZ1000 Series II

A future model change accompanied by a price increase may void the contract.

2. PURCHASE PRICE:

2.1 **Trailer Mounted Asphalt Crack Sealer as described**
in the specifications: **\$45,632.00**

2.2 The percentage discount off of published price for parts, consumables, and wear items associated w
 Trailer Mounted Asphalt Crack Sealer being offered: **TB**
discount.

State the name of the published price pages and effective date
Crafco, August 8, 2011

2.3 State the percentage discount off of published price for equipment options only associated with the

Mounted Asphalt Crack Sealer that are not listed in the specifications:
discount. 20%

State the name of the published price pages and effective date
Crafco, August 8, 2011

3. OPTIONS

- 3.1 Option 1: Electric brakes
Response: Price of option (deduct) \$1258.00 Not available
- 3.2 Option 2 Deduction for unit without Air Compressor
Response: Price of option (deduct) \$6150.00 Not available
- 3.3 Option 3: An interlock to prevent removing the wand from the tank without first stopping the flow of sealant from the wand.
Response: Price of option \$Included Not available
- 3.4 Option 4: 18' Electric Hose and Wand
Response: Price of option \$No Charg Not available
- 3.5 Option 5: Auto loader
Response: Price of option \$6836.00 Not available

PART V: PARTS AND SERVICE

1. PARTS AND SERVICE

- 1.1. The bidder shall demonstrate the ability to service UDOT crack sealers anywhere in the State of Utah within 24 hours.
- 1.2. The Bidder and/or with the manufacturer of the equipment furnished shall have an authorized dealer within the state of Utah. The bidder shall provide a listing of locations and contact information for each service center in Utah with a description of the service capabilities at each center.
- 1.3. The authorized dealer shall have factory-trained personnel available for authorizing of warranty repairs.
- 1.4. The dealer shall also maintain an inventory of high-usage parts and a quick source for low-usage parts. Consideration will not be given to bidders unable to satisfy to the State as to the adequacy of their parts network for the availability of replacement parts.

PART VI: DELIVERY, DOCUMENTATION, ACCEPTANCE AND PAYMENT

1. DELIVERY REQUIREMENTS

- 1.1 Delivery shall be at no additional charge for locations within a fifty (50) mile radius of the Utah



Pavement Preservation Products

EQUIPMENT	SEALANT	GEO COMPOSITES	BRIDGE PRODUCTS	ROOFING PRODUCTS	SPECS/INSTALLATION INST/MSDS	
PATCHING PRODUCTS		WHERE TO PURCHASE	FAQ	NEWS/VIDEOS/LIBRARY	CONTACT CRAFTO	HOME PAGE

EZ Series II Melters Engineered Performance



EZ Series II 1000 shown here with optional Autoloader (see details below)
Choose your size and your options for the optimal machine.

Features:

- Single piece constructed frame
- Single location for all controls
- "On demand" pumping system
- Heat damper system.
- 2"-20 GPM sealant pump
- Self adjusting hose boom



The **EZ Series II** is the fourth generation of Crafco melters. The EZ Series II has taken the best of the EZ-Pour, added a heated hose and electronic controls making it the highest efficiency machine available. Automatic electronic controls and modular design features add to the usability of the Series II. We have the highest heat efficiency ratio and the fastest heat up time of any machine on the market.

Crafco's EZ Series II Melter/Applicator's **Engineered Performance** answers today's challenges of higher energy costs and smaller budgets. The new EZ Series II machines exceed all expectations, quickly and economically. No other machine on the market today can match Crafco's Engineered Performance Machines.

Engineered Efficiency. The heat transfer profile of these units is second to none, using less fuel to heat each pound of sealant. Utilizing a heat tower inside the sealant tank, the EZ Series II Melters achieve over 95% heat efficiency and with the incorporation of larger mixer paddles, turning at an optimal speed, the heat is transferred into the sealant faster than ever before. A rugged 2-inch sealant pump, coupled with true on demand pumping, provides the EZ Series II with the power to apply hot pour, fiber or coal tar sealants effectively and efficiently with the added benefit of a longer pump life and lower maintenance cost.

Engineered Options and Features Standard Engineered Features make the operation of this melter the safest and easiest machine to operate. Many other features reduce labor and operating costs. The most impressive feature of the EZ Series II are the Engineered Options. Design the machine you want with these options. Add an optional industrial air compressor and save the cost of running an additional engine and tow vehicle, saving fuel and manpower. The EZ Series II has over 20 available options.

The **EZ Series II** is loaded with **standard safety features** designed to protect the operator and the public. The engineered features such as the autoloader keeps the operator clear of hot sealant and adds efficiency to the process. Rear controls keep the operator away from traffic on both sides of the unit. The self adjusting hose boom reduces operator fatigue and allows for a larger sealing radius. Anti splash lids with safety shut off's protect the operator. Review the innovative features of

EZ SERIES II LITERATURE

PPT Intro



VIDEO

EZ Series II 500 Overview

EZ Series II 1000 Overview

EZ Series II 1500 Overview

FOR COMPLETE SPECIFICATIONS CLICK HERE TO BE REDIRECTED TO SPECIFICATIONS PAGE

APPLICATION TOOLS

Options:

- Engine Cover
- Gravity Feed
- Arrow Board Kit
- Surge Brakes
- Engine w/ Gauges
- Autoloader
- Compressor
- Custom Paint
- Hitch Selection
- Electric Plug Selection
- Hitch Extension
- Cab Brake Control
- Break-away Battery w/charger
- Locking Battery Box
- Light Bar
- Overnight Heater
- Fire Extinguisher - 10 or 20lb
- Tool Box
- Safety Hooks
- Mud Flaps



Quick, Safe and Easy operation!

Ergonomically engineered loading height features:

- Splash proof lid
- Automatic agitation shut off
- Fume free environment
- No operator back strain
- Light weight loading lid



Crafco Autoloader

The electric operated Crafco Autoloader conveys sealant blocks to the Crafco Melter from the back of a tow vehicle featuring a curbside, ground level, weather proof operating switch with an emergency stop. Sealant blocks are placed on the loader as needed which are conveyed into a splash proof loading tower that automatically closes after blocks are dropped. The conveyor belt consists of high temperature material to withstand 500° F and is able to support 800 lbs. The belt drive consists of precision, heavy duty ball bearings in cast iron housing. The unit is designed to easily bolt onto the melter.

AUTOLOADER SPECIFICATION

GRAVITY CONVEYOR SPECIFICATION

EQUIPMENT SEALANT GEO COMPOSITES BRIDGE PRODUCTS ROOFING PRODUCTS SPECIAL INSTALLATION PRODUCTS
 PARTS HIGH PRODUCTS WHERE TO PURCHASE FAQ NEW VIDEO ON LIBRARY CONTACT CRAFTCO HOME PAGE

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AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JANUARY 19, 2016

Agenda Item:J

TITLE:	Approving Bid Award for Printing of the 2016 Moab Area Travel Council 12-Page Booklet Insert
FISCAL IMPACT:	\$30,816.00, within Budget
PRESENTER(S):	Elaine Gizler, Executive Director Moab Area Travel Council

Prepared By:

Elaine Gizler
 Moab Area Travel
 Council
 Executive Director
 director@discovermoab
 .com

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the bid award for \$30,816.00 to Journal Graphics Printing of 350,000 copies of the Moab Area Travel Council 12-Page booklet insert and authorize the Chair to sign all associated documents.

BACKGROUND:

The Moab Area Travel Council is creating a 12 page full color brochure for printing of 350,000 pieces to target the Pacific Northwest and Northern California. This brochure will be inserted into Alaska Airlines Magazine, Horizon Airlines Magazine, and Sunset Magazine Northern California subscribers in the April issues of all 3 magazines. This brochure will be saddle stitched, and have a special URL so that the Travel Council can track the number of people visiting the Discover Moab website. In addition, Utah Office of Tourism (UOT) has approved 50% of the cost of printing the brochure to be paid back to The Moab Area Travel Council. We put out an RFP 4 weeks ago and received two bids within the allotted time. Of the two that were received with the time frame given there is a difference ranging from \$34,644.63, from a printing company in Spanish Fork, UT to \$30,816.00 from Journal Graphics a company in Portland, Oregon. Journal Graphics works directly with Alaska Airlines, and Horizon Airlines to produce other brochures that are inserted into the publications. They have excellent quality and reputation, and highly recommended by Alaska Airlines representative. The Moab Area Travel Council Advisory Board has reviewed the bids and recommends Journal Graphics for the project.

ATTACHMENT(S):

An Excel chart outlining the bids

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JANUARY 19, 2016

Agenda Item:K

TITLE:	Adopting Proposed Ordinance Approving Rezone of Property from Rural Residential (RR) to Small Lot Residential (SLR), Located at 3552 Spanish Valley Drive (Directly East of Old Spanish Trail Arena), Postponed from January 5, 2016
FISCAL IMPACT:	N/A
PRESENTER(S):	Zacharia Levine, Community Development Director

Prepared By:

Zacharia Levine
Community
Development Director

FOR OFFICE USE ONLY:

Attorney Review:

N/A

PLANNING COMMISSION RECOMMENDATION:

The Planning commission held a public hearing on November 11, 2015, and voted to forward a recommendation to the County Council *to deny* the rezone request.

STAFF RECOMMENDATION:

Pending multiple changes to the Grand County General Plan, Land Use Code, Impact Fee Facilities Plan, and Spanish Valley Transportation Plan, staff recommends *denial* of the rezone request.

STATED MOTION:

Move to adopt the proposed ordinance approving the proposed rezone of property located at 3552 Spanish Valley Drive from rural residential to small lot residential, based on rezone criteria and authorize Chair to sign all associate documents.

BACKGROUND:

At the County Council Meeting of January 5, the Council postponed the vote on the Proposed Rezone Ordinance due to the absence of the draft Ordinance in the packet. The Public Hearing was held on December 15, 2015.

Amendments to the Grand County Zoning Map are legislative decisions that should be supported by the Grand County General Plan, Future Land Use Plan, evolving community needs, and health, safety, and welfare.

Please see staff report (updated December 30, 2015) for additional background information.

ATTACHMENT(S):

1. Staff Report and accompanying materials
2. Citizen comments
3. CMNRS master plan overlay approved by resolution in 1995
4. Draft Ordinance



S T A F F R E P O R T

MEETING DATE: December 15, 2015, Public Hearing (*This report is updated prior to the January 5, 2016 meeting*)

TO: Grand County Council

FROM: Planning Staff

SUBJECT: Application to Rezone Approximately 20 Acres of Property Owned by the Carmichaels, located on Spanish Valley Drive North of Rim Village, from Rural Residential to Small Lot Residential

PLANNING COMMISSION RECOMMENDATION: DENIAL

POSSIBLE COURSES OF ACTION

Amendments to the zoning map are legislative decisions. The State of Utah grants land use authorities the discretion to make zoning changes with guidance from their general plans, considerations of public health, safety and welfare, and changing community needs. When making a motion and stating reasons for approval or denial the Council may reference findings for Sec. 9.2.7 of the Land Use Code (LUC), Issues for Consideration, and consistency with the Future Land Use Plan.

Possible courses of action the Council may elect to follow include:

1. Approve the rezone, stating reasons for approval.
2. Deny the rezone, stating reasons for denial.
3. Table the application for additional comment and review.

There are several important factors to consider for rezone applications, which are discussed below.

BACKGROUND

Introduction

This application is submitted by the property owners, Gary and Judy Carmichael (Applicants), who are seeking a rezone from Rural Residential (RR) to Small Lot Residential (SLR). The area proposed for rezone consists of 20 acres of vacant land located on Spanish Valley Drive, north of Rim Village. Surrounding properties are zoned RR (1 unit/acre) and MFR-PUD (2,200 square foot condominium sites). In 1998, at the time of approval, the MFR-PUD was designated as the R-3 zone district and eventually became Rim Village.

History

At the time Grand County adopted its very first zoning map in 1978, land southeast of the Carmichael property was designated R-3 with a permitted maximum density of 1 residential unit per 2,200 square foot lot. Today, the R-3 zone district is called Small Lot Residential (SLR) with a base zone density of five (5) units per acre. A non-conforming, light industrial business, (Beeman Drilling) used for the storage of equipment is located north of the property in question.

The Rim Village zoning designation occurred prior to the adoption of a Future Land Use Plan. Properties were originally zoned according to existing, on-the-ground activities or in anticipation of future infrastructure development. In the 1980s, individual landowners paid to extend water and sewer lines to this area. Rim Village was developed in 1998 as a single-family mixed use condominium project with the density of 2,200 square feet per unit as allowed in the 1998 Land Use Code and associated zoning map.

To date, the majority of land in Spanish Valley south of Spanish Trail Road is zoned Rural Residential (RR), with the exception of Rim Village.

(Updated December 30, 2015) In 1995 the Carmichaels joined four other property owners owning parcels adjacent to and nearby this parcel in question (Meador, Nightingale, Reid, and Sleight), and voluntarily asked the County Council to approve by resolution a master plan overlay that specifically dictated their 20 acres would permit, "Up to and including, but not more than 20 dwelling units..." The development stipulations went on to dictate, "At least 30% of the block is required to be dedicated as open space." While not necessarily binding in 2015, the voluntary 1995 resolution indicates a commitment the Carmichaels' made to preserve the low-density development pattern in the area.

ZONING STANDARDS

Use

Article 3 of the land use code establishes uses permitted within each zone district. Single-, two-family and town house uses are permitted by right in both the existing (RR) and proposed (SLR) zone districts. The site's proposed access will be Spanish Valley Drive, a major collector street. A rezone to SLR will additionally allow for the development of a manufactured home community by conditional use.

Density and Lot Dimension

Article 5 establishes densities by zone district. Under the current RR zoning, the subject parcel would accommodate up to 1 unit per acre. The requested zone change to SLR would accommodate between 5 and 7.5 units per acre with any density increases above 5 units per acre requiring both open space and affordable housing. RR single-family standards are designed to accommodate low density, rural neighborhoods. SLR single-family standards will accommodate smaller lots and more compact development.

Table 1: A rezone to SLR will allow for a gross maximum density of 100 to 150 dwelling units.

Zone District	Project Acreage	Units Per Acre	Total Allowed Density	Up-Zone
Existing RR	20	Conventional: 1	20 units	<u>80 to 130 additional units</u>
Proposed SLR	20	Conventional: 5 *Incentive 1: 6.5 *Incentive 2: 7.5	100 to 150 units	

**A minimum of 50 percent of the bonus dwelling units in “Density Incentive 1” and a minimum of 70 percent of the bonus dwelling units in “Density Incentive 2” must be affordable housing restricted in accordance with the requirement of Sec. 6.14 of Grand County Land Use Code.*

Traffic

Spanish Valley Drive is a major north-south collector road that runs the length of Spanish Valley and into San Juan County. It is a two-lane unapproved roadway with approximately 26 feet of pavement along its entire length, and does not have curb, gutter, or sidewalk (Spanish Valley Transportation Master Plan, July 2010). Without additional information, the Council should consider the impacts of possible additional traffic on Spanish Valley Drive and other streets within the nearby vicinity. If commuters are looking for quick access to Highway 191, Resource Blvd, Beeman Drive, and Meador Drive through Rim Village may also be impacted with additional traffic.

The Institute of Transportation Engineers (ITE) Trip Generation Manual assumes that single-family homes generate an average of ten daily trips (ADTs) per household. Total traffic volumes are calculated by multiplying the proposed number of housing units by the ADT value for each housing type present. While traffic volumes can be higher or lower than predicted by the ITE Trip Generation Manual, they are typically lower only when households are located with walking or biking distances to amenities such as shopping, restaurants, and recreational destinations. Applicants may provide their own studies to justify forecasted traffic volumes lower than those predicted by the ITE Trip Generation Manual.

GENERAL PLAN

Through the adoption of the 2012 General Plan Update, Grand County adopted a Future Land Use Plan (FLUP) for the first time. The FLUP was the result of numerous public workshops and serves as an important long range planning tool for Grand County, Moab City, SITLA, and special service districts. Adherence to such documents helps enable local entities to ensure adequate availability of public services (e.g. law enforcement, fire, emergency services) and public facilities (e.g. water supply, sewer, roads, drainage). When considering an application to rezone, the Council should acknowledge the importance of preserving consistency with the FLUP.

The FLUP designates specific areas within Grand County as appropriate for certain uses and growth. In particular, The FLUP calls for small lots and compact housing near Moab City with decreasing tiers of density and rural development patterns further out. Density is important with respect to housing supply and affordability, but long-term planning for infrastructure maintenance, low traffic volumes, and efficient land use is also important. Additionally, density does not guarantee affordability. Currently, Grand County does not have any mechanisms in place to ensure that new development contains even a small percentage of affordable housing.

Figure 4.15, Future Land Use Plan –Spanish Valley designates the land south of Spanish Trail Road, including the subject parcel, as “Rural Residential”.

LAND USE CODE

Rezoning is a discretionary decision, meaning the County may reasonably decide the request either way. In addition to the policies outlined in the General Plan and Future Land Use Plan, the Land Use Code offers further guidance in Sec 9.2.7, Issues for Consideration. The Applicant’s response to each issue is provided in attached materials. Staff comments are provided below.

A positive finding with respect to each issue is not required to justify a rezone.

Sec. 9.2.7 Issues for Consideration

1. Was the existing zone for the property adopted in error? No – the owner has historically used the property as a rural alfalfa field, which is an allowed use in the RR zone district.

2. Has there been a change of character in the area (e.g. installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.)? Sewer and water lines were extended in the 1980s. The Spanish Valley Transportation Master Plan identifies deficiencies on Spanish Valley Drive, such as curb, gutter, road widths and suggests recommended improvements, including widening of Spanish Valley Drive to three lanes. The County has developed Old Spanish Trail Arena (OSTA) into a secondary community park, including soccer fields and ball parks.

Prior to the adoption of a Future Land Use Plan, the parcel adjacent to the Carmichael parcel was rezoned to a MFR (R-3) zone district, which has developed into a condominium and townhome development.

In 2009, Grand County and Moab City adopted an Interlocal Affordable Housing Study and Plan, which outlined the growing need for housing units affordable to moderate- and low-income households. One tool, among many, for increasing the availability of affordable housing units is to increase housing densities. Nevertheless, smart growth planning theory and current knowledge of long-term infrastructure maintenance, transportation, social, and healthcare costs dictate that compact development near commercial centers has many advantages. Staff encourages the Council to evaluate the merits of this rezone application in light of the Moab Area's increasing affordability gap and affordable housing deficit, as well as future growth patterns in the Spanish Valley area of Grand County. As noted above, Grand County currently does not have a mechanism in place to guarantee new development includes a share of affordable housing.

3. Is there a need for the proposed use(s) within the area or community? Smaller, more compact development is needed close to town. Such development limits vehicle miles traveled, promotes efficient infrastructure (and maintenance), and enables people to live close to where they work and obtain goods and services. In 2012, the General Plan addressed this need through the adoption of a Future Land Use Plan (FLUP). The FLUP designates areas for potential growth and increased residential density. The subject parcel is not located in areas targeted for infill or higher density housing.

4. Will there be benefits derived by the community or area by granting the proposed rezoning? Benefits derived from the proposed up-zone include: additional housing stock, increased development rights for the property owner, and possibly increased property taxes for Grand County.

Granting the proposed rezone in its current form does not guarantee that any of the long term benefits outlined in the General Plan and Land Use Code necessary to support an increase in residential density will be addressed. These include: preservation of rural character (through either clustered development, varying lot sizes, or open space), multimodal transportation, proximity to town, or an affordable housing component.

5. Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically the Plan's zoning map amendment guidelines? The proposed rezone is not supported by the Future Land Use Plan or the vision, goals, and strategies identified in the General Plan.

The applicant's statement lists a number of the goals and strategies of the FLUP, however, it does not explain how the proposed rezone supports them.

6. Should the development be annexed to a City? No, the City does not provide any services.

7. Is the proposed density and intensity of use permitted in the proposed zoning district? Single-family detached housing and two-family duplex or townhomes are permitted by right in the SLR zone district. A rezone to SLR will additionally allow for the development of a manufactured home community by conditional use.

In either the current or proposed zone district, an applicant may request a Planned Unit Development (PUD) overlay and develop a subdivision with smaller lots, smaller setbacks, narrower lot widths, narrower streets, and open space preservation. The PUD option is mentioned here not because it would change the maximum density available in the RR district, but rather to demonstrate that up to 20 homes could be constructed on a very small percentage of the subject parcel leaving the majority of it available for higher density development pending changes to the FLUP and zoning map.

8. Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts? Staff assumes the rezone would facilitate a conventional lot subdivision. Such an outcome would affect the overall scenic quality of the area, as it would transform an alfalfa field to a residential subdivision. However, staff recognizes that Rim Village, a high density commercial condominium development to the south, has already created significant visual and traffic impacts on the area. In recent years, Grand County has also approved the development of the Old Spanish Trail Arena. In the near future, a proposed USU campus to the north will inevitably create visual and traffic impacts on the south-US 191 and Spanish Valley Drive corridors. Of course, granting a substantial increase in residential density in an area farther from town than identified in the FLUP's infill or transitional zones will result in indirect environmental impacts such as increased traffic on roads and additional sewer and water needs.

9. Are the proposed uses compatible with the surrounding area or uses; will there be adverse impacts; and/or can any adverse impacts be adequately mitigated? Conventional subdivision in the SLR zone permits 5 units per acre (8,700 sq. ft. lots). With the exception of the condominium development located at Rim Village, lots south of Spanish Trail Road have been developed to the RR designated one unit per acre density. The vast majority of lots south of Spanish Trail Road remain one acre or greater in size.

10. Are adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone? If utilities are not available, could they be reasonably extended? Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed development? Staff anticipates all public facilities and services necessary to serve the development will be available. GWSSA and the County Road Department have not provided letters for the ability to serve the additional units or the expense to extend or upgrade the services.

11. Does the proposed change constitute spot zoning?

The best way to avoid spot zoning is to make rezoning decisions based on the FLUP, future growth patterns, and community needs.

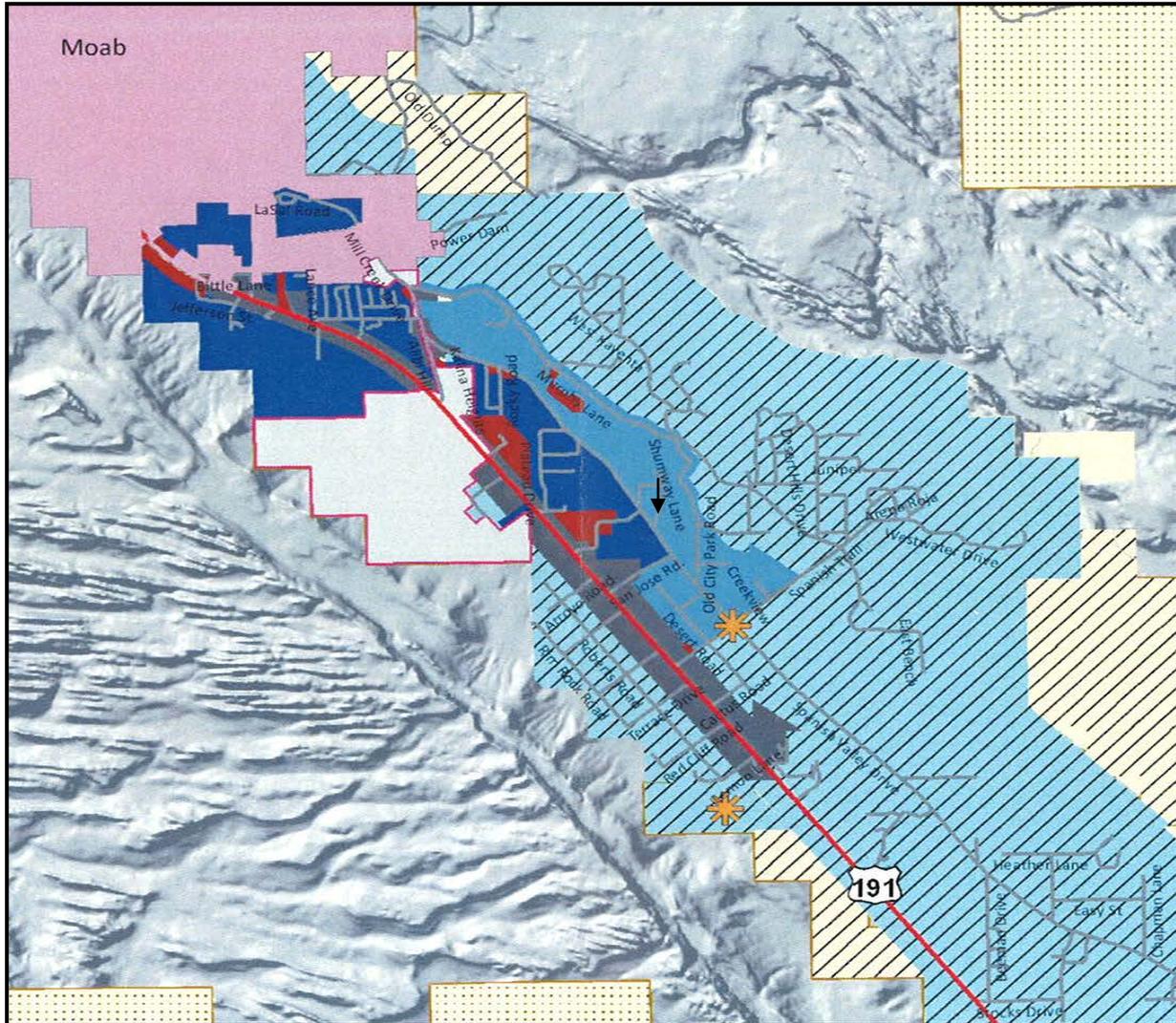
Public Notices

The public notice for rezone review was posted in the newspaper of general circulation U.C.A. 17-27a-205 and Land Use Code Sec. 9.1.8 B.2., posted on site, and the Utah Public Meeting Notice Website at <http://pmn.utah.gov/>, as required for public hearing. Additional a public notice was sent by mail to property owners within 100 feet of the proposed rezone.

ATTACHMENTS:

1. Applicant Narrative
2. Surrounding Property Owners





Future Land Use Plan Designations

North Corridor Recreation		Residential Infill		Rural Residential	
Industry Resource		Transition Residential		Range, Resource, and Recreation	
	I-70		State Land Trust		Matheson Preserve
	Highways		Federal Lands		Pending SITLA Transfer to BLM
	Local Roads		Railroad		Pending Annexation

Dec. 14, 15

rec'd

To the County Council:

We own property at 3470 Spanish Valley Dr. in Moab, UT. We presently have it for sale. We have owned this property since the 1960's.

We were told, when we went to the court house that this property has been changed to a SLR zone. Without any notification from the county, which doesn't make us very happy that this zone was changed without our consent or knowledge.

When the yearly assessment property taxes comes out on the valuation for our property. Looks like the county is still assessing with commercial value rather than the zone is presently. That has not gone down any, if fact it just keeps going up.

We feel since the county has down zoned our property, that the Carmichael property should be changed to a SLR zone. Our property butts up to the Carmichael property on the So west side. And we are in favor of changing this zone, to help provide housing that is needed so badly at this time for our community. With the proposed college coming, we need to help families with smaller homes and lots.

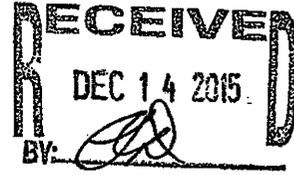
Thank you for your time and understanding to this matter.

Sincerely,

Norma Beeman

Norma Beeman
Beeman Family Trust
3470 Spanish Valley Dr.
4219 S. Beeman Rd.
Moab, Ut. 84532

Tony Lema Sr.
264 West McGill
Moab, Utah 84532



Grand County Council
125 East Center
Moab, Utah 84532

December 14, 2015

County Council, I will not be available for the council meeting on December 15, 2015, but would like to have you include my comments at the Carmichael's Public Hearing.

I am in favor of the re-zone on the Carmichael's property in Spanish Valley. They would like to develop on their property a simple subdivision for working Moab people. It is needed and wanted in this community. The housing shortage can't be fixed by custom contractors or the housing authority. The community needs all options. They have a workable option. Thank you for your consideration.

Regards,

Tony Lema Sr.

From: Council
To: [Kaleigh Welch](#)
Subject: FW: Carmichael and Arroyo Crossing rezone applications
Date: Monday, December 28, 2015 10:32:47 AM

From: Council
Sent: Monday, December 28, 2015 10:30 AM
To: Rory Paxman; Mary McGann; Lynn Jackson; trooperball@hotmail.com; Jaylyn Hawks; Elizabeth Tubbs; Chris Baird; Zacharia Levine; Mary Hofhine; Ruth Dillon; Diana Carroll; Bryony Chamberlain
Subject: FW: Carmichael and Arroyo Crossing rezone applications

From: Mike Duncan [mikeduncan@citlink.net]
Sent: Sunday, December 20, 2015 6:23 PM - rec'd
To: Council
Cc: Zacharia Levine
Subject: Carmichael and Arroyo Crossing rezone applications

Dear Council,

Re the Carmichael and Arroyo Crossing rezone applications:

While I am and have been a member of the Grand County Planning Commission for seven years, I write to express my private opinion.

Two requests:

- Consider that you may be **creating a Moab suburb, call it South Moab**, stretching from the present south city limits out to Rim Village, which does not conform to the General Plan.
- Consider **requiring access to Highway 191** from these two subdivisions to mitigate traffic on Spanish Valley Road, despite likely objections from the applicants.

If you approve the RR to SLR upzone (20 acres and as many as 100 homes) request for the Carmichael property just north of Rim Village, you will create a Moab suburb of SLR (or denser) density that will ultimately stretch all the way from Rim Village to south city limits. This does not conform to recommendations of the Future Land Use Plan of the 2012 General Plan, which stipulates dense zoning closer to town.

Recall that Planning Commission and Council denied a similar SLR upzone request for a 17 acre parcel in the same general area a year or two ago. You can be sure the applicants of that parcel will soon be back if the Carmichael application is approved. This time I venture that the **Planning Commission cannot deny them**, despite expected vehement objections of the neighbors – they won't look so much like a spot zone and can certainly argue the character of the neighborhood has changed.

Then the floodgates will be open. As an example, consider that you are about to see (in two weeks) still another larger upzone request, Arroyo Crossing, 40 acres and about 230 homes

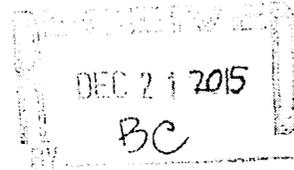
according to the present master plan, also on Spanish Valley Drive.

I do not object to this rezone, since it largely resides in a MFR overlay district of the Future Land Use Plan closer to town. However, in both cases (Carmichael and Arroyo Crossing), I would like to see **entry/exit to Highway 191**, in addition to dumping considerable traffic on beleaguered Spanish Valley Road, especially subject to choke points where it joins Mill Creek Drive and thence again where Mill Creek Road intersects 4th East and a subsequent problematic dogleg to 3rd South. This may require purchase by the applicants of right-of-ways. **I would like to see you defer approval of the Arroyo Crossing Master Plan** until this major issue (and several others raised at the Planning Commission hearing) has been addressed. The applicant will probably argue that there is plenty of time to address these issues, but my experience has shown that large issues should be tackled before expensive commitments are made.

Regards,
Mike Duncan
579 Rosetree
Moab
259.0246

Ray Alger
637 North 500 West
Moab, UT 84532

Grand County Council
125 East Center St.
Moab, UT 84532



December 20, 2015

Dear Council Members,

I am writing to add my voice to favor the proposed rezone of 20 Acres of Property Owned by the Carmichaels, located on Spanish Valley Drive North of Rim Village, from R R to SLR.

First off, I have known the Carmichael family for over 50 years and I have found their word to be their bond. Secondly, I have reviewed their proposal and I believe it will fill a major need for Moab and Grand County for affordable housing.

A little about me: I moved to Moab in 1953 and started my electrical contracting business, A & E Electric during the height of the Uranium boom in Moab. Things were pretty crazy then and Moab was over-run with people looking for a place to live. I built my office building, including four rental apartments on Millcreek Drive in a place now in the possession of Western Spirit Cycling. Many of my acquaintances and subsequent good friends were living in mobile homes, some in the back yards of long-term Moab residents, who thankfully, opened their land and their hearts to us newcomers.

When things settled down in Moab and we had several sub-divisions built, Moab was ok for awhile. The economy was good and uranium was still king. When that fell through, as you all probably know, Moab had to shift focus from higher paying jobs to our present tourist-based economy. Here we are again with trailer houses, and sub-standard housing, with one unfortunate twist—our tourist-based economy has invited the affluent businessperson to buy up much of old Moab and construct in Moab and Grand County overnight rentals, leaving out a good segment of our population to affordable housing.

Back to the zone change request by Gary and Judy Carmichael: I believe they propose to provide affordable housing to the people, who serve our community through law enforcement, teaching, service positions many other positions that I can't bring to mind immediately. Make no mistake, they intend to make a profit, but not a windfall. I believe Grand County could use a few more ventures such as this!

Sincerely,

Ray Alger
Moab, Utah

From: EJ <ej_gore@hotmail.com>

Date: December 23, 2015 4:00:38 PM MST

To: 'Mary McGann' <mimcgann@frontiernet.net>

Subject: Rezoning in Spanish Valley

recid

Dear Ms. McGann,

Although I am writing to you personally, I request that you will forward this to all other county council members as well.

I'm concerned about the rezoning/permit for building affordable housing in Spanish Valley. As you know, recently the League of Women Voters, of which I am a member, saw this as enough of a problem in Grand County that we held a special program and panel on it – the room overflowed for that meeting, by the way.

While I support and welcome affordable housing to Moab, since we desperately need it, I feel that there are too many things left to chance in allowing rezoning to go forward without some legal safeguards. Ms. Carmichael, for instance, says that the county and its citizens have her "word" that affordable housing will be offered – and protected – there. As lovely as it would be for someone to be taken at their "word" these days, especially when it comes to something as valuable and evolving as Moab real estate, much more than a promise is needed.

There are just too many possibilities for this thing to go wrong. And from what I've read in the paper, several council members share my concerns about this.

I also note Ms. Carmichael's comment that it will be much harder for the county to regulate what happens to the property if they don't let the rezoning and go through. 1) I don't understand why the county wouldn't still have some zoning control over the property whether the Carmichaels or someone else developed it and 2) It sounds a bit like a veiled threat on Ms. Carmichael's part – which leads me to be more concerned about taking her at her word in the matter.

I personally would like to see a legal document that protects the usage of the land for *exactly* what the Carmichaels say they will do with it. If they balk at this, their motives would be made clear. If they have no problem with a binding document – wonderful – let's rezone this and start building those homes as fast as we can!

Thank you for your time in reading and forwarding this on,
Elizabeth Gore

E.J. Gore. Author

French Lessons The Art of Living and Loving Well

"a cocktail of pleasure and inspiration..."

www.frenchlessonstheheart.com

Available on Amazon

Members of the Grand County Council,

Re: Zone Change Request for 3552 Spanish Valley Dr.

12/24/2015 *rec'd*

We believe that affordable housing has value. We understand that many hard working median income families struggle to find housing in this community. We believe that the housing shortage is a real and important issue. We also feel that much time, effort and money has been expended in the creation of the County's Future Land Use Plan. The Plan supports high density affordable housing. It also seeks to preserve the rural character of Spanish Valley south of Spanish Trail Rd. The task of solving the housing shortage and preserving the rural character of existing RR neighborhoods is a challenge, but we believe that it can be done- by following the County's Plan.

We understand that the council may feel pressure to act on the housing issue sooner rather than later. At the same time, we ask that our county council members stop and carefully consider the possible consequences of actions that are not in line with the General Plan. These actions are also being actively discouraged by the County's own planning & development professionals.

To that end, we would like to ask this council to consider several questions:

1. How can the county be assured that this re-zone, if given, will actually result in a significant number of affordable homes?
2. What is the value to the community of a plan for land use that is not followed? At what point does flexibility become instability or even "spot zoning"? Does each re-zone lead naturally to the next (being justified by proximity)? What precedent does that set? Where will that lead us?
3. What value does the county government place on its retirement community? Don't Baby Boomers constitute over one third of the population in Grand County? How valuable is our imported wealth, our no labor income, and our property tax? If it becomes apparent that zoning changes are transforming the rural character of Spanish Valley in contradiction of the County's own plan for growth, what impact can we expect on the continued growth of our retirement community?
4. What value does the County government place on the open space, the wildlife habitat, and the wildlife corridors which will be lost or seriously compromised by high density development?
5. What assurances (regarding future up zoning of RR neighborhoods) can the council give to home owners who currently reside in RR areas south of Spanish Trail Rd?
6. How would Spanish Valley Dr. accommodate the increased traffic resulting from 70+ commuter families?
7. Is there not a better suited (30-acre) affordable housing location on Resource Blvd?
8. If 3552 is zoned SLR, could it not become a manufactured home community (180 units)?

Bonita & Kenneth Kolb
3649 Kerby Lane

-

-----Original Message-----

From: John Ingham [mailto:ingham@crestedbutte.net]

Sent: Saturday, December 26, 2015 9:34 AM

To: Zacharia Levine

Subject: Carmichael zoning.

reed

The Carmichael s have every right to wish to maximize their potential value of their land however I don't think it is your responsibility to see that it happens. Instead I feel it is your responsibility to those of us who purchased property in the area assuming the existing regulation s will protect our enjoyment of our investment. Please don't allow maximum over development.

John Ingham

3498 creekside lane

Sent with AquaMail for Android

<http://www.aqua-mail.com>

December 26, 2015

rec'd

Saxon Sharpe
2726 Calle Puentes Rd.
Moab, Utah 84532

Dear Grand County Council,

I am writing in opposition to the proposed zoning change on the 20-acre parcel at 3552 Spanish Valley Drive from rural residential to small lot residential. I attended the County Planning Commission meeting on November 11, 2015, when the proposed change was discussed. The County planning staff made the strong and logical argument that rezoning this parcel was not consistent with the 2012 Grand County General Plan and the Future Land Use Plan.

An upzoning change here would set a dangerous precedent. This zoning change would signal all owners of acreage that their properties could also be upzoned. Arguments for the zoning change seem to be limited: that there is already high density and commercial use (Rim Village, Arena, camping park) nearby and that the owners want to upzone to allow affordable housing. These are not strong arguments. If this property is upzoned using weak reasoning, there is no excuse not to upzone other properties in the future.

Additional reasons for not granting this zoning request exist.

1. This property is far south of Moab City and infilling should occur first within or near the city limits, as consistent with the General Plan.
2. There is no guarantee (and no way to guarantee) that smaller, lower cost homes would be built on this parcel to help alleviate our housing crisis. Once rezoned, the developer could develop the property in any manner consistent with the zoning requirements. Density could increase from 20 units to up to 150 units on this property.
3. The traffic would substantially increase on Spanish Valley Drive. How many more trips per day could this zoning change create? No traffic study has been done by a professional traffic engineer based on various alternative development scenarios. This is an important consideration. I ride my bicycle past this property regularly. I have seen equestrians, joggers, and parents pushing baby strollers using this section of road. The road is already busy, with most cars driving considerably above the speed limit. Increased traffic will make an already dangerous situation worse.
4. Residents and nearby property owners should have some degree of certainty that the zoning ordinance and General Plan will be followed.

Thank you for your consideration.

Sincerely,



Saxon Sharpe

From: Council
To: Rory Paxman; Mary McGann; Lynn Jackson; trooperball@hotmail.com; Javlyn Hawks; Elizabeth Tubbs; Chris Baird; Zacharia Levine; mhofine@grandcountyutah.net; Diana Carroll; Ruth Dillon; Bryony Chamberlain
Subject: FW: Up-zoning
Date: Monday, December 28, 2015 10:21:51 AM

From: Carol Mayer [mtwcarol440@gmail.com]
Sent: Sunday, December 27, 2015 4:50 PM
To: Council
Cc: city-council@moabcity.org
Subject: Up-zoning

- rec'd

Council Members:

I would like to register my opposition to the current issue regarding proposed zoning changes on city and county properties on Spanish Valley Drive.

I am not versed in Real Estate Law or Zoning Rules and Regulations but I do not believe there should be any re-zoning/up-zoning done in the County or City Limits until:

1. The governing bodies of BOTH the City of Moab and Grand County can work together and agree on a cohesive and creative plan that includes guarantees via deed restrictions, CC & R's, etc., providing equitable percentages of long term affordable housing for home/condo sales and resales within the current (and future) developments that would benefit from the higher densities.
2. The current USGS (I believe) survey of actual aquifer water availability for the valley (versus paper availability) is completed. Once we know the facts about water in/under our valley, and as a community (city and county) decide how water resources should be managed for the long term, we should not make decisions promoting unabated growth of the region.

I am hoping both governing bodies can step back, pause, consider all options, create new pathways to new solutions if necessary and make accurate, insightful decisions that would benefit the broadest range of citizenry in our valley. It is time to consider the bigger pictures, the broader strokes, the greater good for all in these changing and challenging times.

Thank you for your service to the place we all call 'home'.
Carol Mayer
444 Rosetree
Moab

From: Brian Parkin
To: Council
Subject: 2022 Spanish Valley Drive
Date: Monday, December 28, 2015 2:23:50 PM *ve'd*

Brian Parkin
3411 S. Creekside Lane
Moab
UT 84532

(435) 259 0700

December 28th, 2015

Re: A **proposed Rezone** of property from Large Lot Residential to Multi-family residential, located at **2022 Spanish Valley Drive**

Dear Grand County Council Member,

I am writing to ask you to support the Grand County General Plan and the Grand County Planning Commission and **deny the application** to rezone the property located at 2022 Spanish Valley Drive.

Chapter 4: Future Land Use Plan of the Grand County General Plan zones the above property as Rural Residential (map, page 81) and there is **no reason to rezone** the property. The General Plan already has provision for affordable housing units in Rural Residential zones on page 66 as follows:

"This designation accommodates agriculture and single-family residential uses (1 dwelling unit per acre base density and up to 1.6 dwelling units per acre with a 50% open-space set-aside or fee in lieu and 25% affordable housing units or fee-in-lieu)."

The Grand County Council should **deny this rezone** application for three reasons:

1. Grand County already published comprehensive zoning maps and guidance in the Grand County General Plan 2012.
2. The application is being made by the current landowner and not a developer of residential accommodation.
3. The rezone of this property would encourage subsequent application from Rural Residential landowners to rezone their properties.

The signal you give to the residents of Grand County is vital to the future of this property and all property in Spanish Valley.

Stick to the General Plan 2012 zoning maps and guidance.

Deny this application for rezoning.

Yours faithfully,

Brian Parkin,

Spanish Valley **resident**, Grand County **taxpayer**, Grand County **voter**

From: Council
To: Bryony Chamberlain
Subject: FW: Oppose Carmichael re zoning request
Date: Tuesday, December 29, 2015 3:04:45 PM

From: Lisa Paterson [lpater1@hotmail.com]
Sent: Monday, December 28, 2015 7:53 PM
To: Council
Subject: Oppose Carmichael re zoning request

rec'd

Dear County Council Members,

Thank you for all of the time and consideration that you give to zoning questions that come before you.

For several reasons I ask that you deny the zoning request made by the Carmichaels to increase the density on the land that they now own in Spanish Valley (3552 Spanish Valley Drive).

This zoning request does not fit with the Grand County Master Plan. It is true that there is higher density housing near their land, but this housing was zoned and built before the Master Plan was implemented. The Master Plan was created and adopted for excellent reasons. It's very important that this plan be followed or we will find ourselves setting precedent that allows other developers to increase density at the cost to our quality of living.

The Carmichaels are currently under no obligation to retain this property. They potentially could receive the zoning change, and then turn around and sell this property (complete with new zoning change) to another developer. While it is admirable that the Carmichaels would like to build affordable housing for the middle-class, there is no guarantee that this

will occur.

Thank you for voting against the request for a zoning change on the Carmichael land.

Sincerely,
Lisa Paterson

Lisa Paterson Coaching and Rosen Method Bodywork
Gently Held, Deeply Seen
<http://www.lisapatersoncoaching.com/>

✓

Marian Boardley
3411 S. Creekside Lane
Moab, UT 84532

(435) 210 1199

December 28th, 2015

Re: Proposed rezoning of property located at 2022 Spanish Valley Drive, Moab, UT
from Large Lot Residential to Multi-Family Residential.

Dear Grand County Council Member,

I am writing to ask you to uphold the Grand County General Plan and the decision of the Grand County Planning Commission and to **DENY the application** to rezone the property located at 2022 Spanish Valley Drive.

I understand that the current owners of the aforementioned property wish to have approved a rezoning of the land prior to selling the property for development. I object to this rezoning and believe the Grand County Council should **deny this rezone** application for several reasons:

1. Grand County already published comprehensive zoning maps and guidance in the Grand County General Plan 2012. The Grand County Council and Planning Commission spent many hours in consultation with voters and other public commenters to produce the General Plan. The reason we have this plan, in part, is so that the County is consistent when granting planning applications that are free of bias and influence from special interest groups. I am opposed to attempts to circumvent the General Plan for individual gain, or based on potential community benefits (namely, "affordable housing") that are already provided for in the Plan.

From the 2012 General Plan Update:

(<http://www.grandcountyutah.net/DocumentCenter/Home/View/200>, accessed 12/28/15)
"The General Plan is an officially adopted policy document that establishes the county's goals for the future and provides direction for decisions affecting the use and development of land, preservation of open space, transportation systems, partnerships with other organizations, economic growth and the expansion of public facilities and services. Citizens provided the policy direction articulated in the General Plan through extensive and broad-based participation. Citizens can use the General Plan to protect the qualities that brought them to their community, such as open space, views, drinking water protection, economic opportunities and community character. Property owners and developers can use the General Plan as a guide to predict what uses could occur both on and near their properties, allowing them to make informed land-use decisions."

2. Chapter 4: Future Land Use Plan of the Grand County General Plan zones the above property as Rural Residential (map, page 81) and there is **NO reason to rezone** the

property. The General Plan already has provision for affordable housing units in Rural Residential zones on page 66 as follows:

"This designation accommodates agriculture and single-family residential uses (1 dwelling unit per acre base density and up to 1.6 dwelling units per acre with a 50% open-space set-aside or fee in lieu and 25% affordable housing units or fee- in-lieu)."

3. The application is being made by the current landowner who is not a developer of residential accommodation. The current owner will have no control over the developer once the property is sold. Commitments made by the current owners to the Council to develop the property for the benefit of low- or middle-income families may not be honored by the persons who eventually develop the property for residential use.
4. Allowing a rezone of this property might encourage subsequent application from other Rural Residential landowners to rezone their properties for higher density use than the Plan allows. The Plan is intended to avoid spending more public time and money to regulate land use acre-by-acre. This is why we have zones.
5. The proposed housing density may significantly increase traffic use on Spanish Valley Drive (which provides access to the land in question). Currently the road is poorly marked, has no center stripe, and is prone to flooding at times of high rainfall.

The Grand County Planning Commission upheld the provisions of the General Plan when rejecting the rezone, and I ask all Council Members to support that decision, regardless of any personal opinions they may hold about the suitability of certain parts of Spanish Valley for higher density development because of proximity to Rim Village, the Spanish Trail Arena, and related county facilities.

The decision you make will give a signal to all the residents of Grand County and is vital to the future of this property and all property in Spanish Valley.

Please stick to the General Plan 2012 zoning maps and guidance. Deny this application for rezoning.

Yours faithfully,

Marian Boardley.

Full-time Spanish Valley resident; Grand County taxpayer; Grand County voter.

From: marian_boardley
To: Council
Subject: Re: Rezone from Large Lot Residential to Multi-family residential, property located at 2022 Spanish Valley Drive
Date: Thursday, December 31, 2015 7:36:03 AM

I apologize that the address of the property was incorrect in my original letter. I was referring to the property at 3552 Spanish Valley Drive.

- Marian.

Marian Boardley
(435) 210 1199

On Dec 29, 2015, at 3:04 PM, Council <council@grandcountyutah.net> wrote:

Your email has been received. Thank You.

From: marian boardley [projects@marianboardley.com]
Sent: Monday, December 28, 2015 3:19 PM
To: Council
Cc: KaLeigh Welch
Subject: Rezone from Large Lot Residential to Multi-family residential, property located at 2022 Spanish Valley Drive

To Whom it May Concern:

Please find attached a letter regarding the rezone application of property from Large Lot Residential to Multi-family residential, located at **2022 Spanish Valley Drive**

Thank you for your attention,

Marian Boardley
(435) 210 1199



This email has been checked for viruses by Avast antivirus software.

www.avast.com

From: [Council](#)
To: [Bryony Chamberlain](#)
Subject: FW: carmichael property
Date: Tuesday, December 29, 2015 3:16:55 PM

From: patrice mott [ammaspatrice@yahoo.com]
Sent: Monday, December 28, 2015 7:54 PM *recid*
To: Council
Subject: carmichael property

Hello -

I am writing to say I am in favor of the zoning change, IF the Carmichaels' plan for affordable housing is indeed put into play.....
However, I believe there should be two requirements if the zoning change is passed -

One, in staying true to the Carmichaels' vision, there should be a cap on the maximum home price. A reasonable price - not realtor reasonable - but real world reasonable. That is the whole pointmaxed out at say \$150, 000.....

Second, I think because the lot sizes will be smaller, there should be the opportunity for people to build " tiny homes" within the subdivision.

Thanks for your hard work
Patrice Mott

From: [Elizabeth Tubbs](#)
To: [Ruth Dillon](#); [Bryony Chamberlain](#)
Subject: FW: Re-Zone Request for 3552 Spanish Valley Drive
Date: Tuesday, December 29, 2015 12:11:55 PM

I don't know if anyone else received this. Could you forward to the rest of the Council please?
Thanks.

Liz
Sent from [Mail](#) for Windows 10

From: [Kenneth Kolb](#)
Sent: Tuesday, December 29, 2015 10:05 AM -Rec'd
To: [Elizabeth Tubbs](#)
Subject: Re-Zone Request for 3552 Spanish Valley Drive

Hi Liz! I've included my opinion below in a more formalized format.

Mrs. Tubbs

My name is Kenneth Kolb and I live at 3649 Kerby Lane.

I want to go on record as being opposed to the re-zoning request pertaining to the property at 3552 Spanish Valley Drive. This location is approximately ¼ mile from my property.

It is my understanding that the Carmichael's (the petitioners for the re-zone) want the re-zone in order to attract a developer who would agree to build 70 "low-income" homes on the property. They have essentially said: "Trust us, we have the best interests of the county in mind."

I have no doubt that the Carmichaels are sincere, but unfortunately, they are terribly naïve if they think that they have the ability to hold any developer accountable once the zoning has been changed and the developer owns the property. At that point, the developer is free to do whatever he wants to, with no justification required. He can honor his agreement to build the 70 low-income houses, or just as easily build 40 homes in the \$300,000-\$400,000 range OR put in 150 trailer spaces. It is my understanding that to put in trailers he would need county approval, but it is also my understanding that once the zoning has been changed, there is no legitimate reason the county can deny such a request.

Furthermore, once this precedent has been established, every large-lot owner who wants to sell can ask for and expect to receive the same consideration. Although there is no way to foresee exactly how such a scenario would play out, it is perfectly clear that it would not be in the best interests of the county.

The county has spent a great deal of time, resources, money, and intellect creating the 2012 General Plan for land use in Grand County. This plan does not support the re-zone request of the Carmichael's. Considering all the talent and effort that went into the creation of the latest General Plan, the County Council is obligated to evaluate and justify any changes with extreme care and consideration. If a change request is not in the counties best interests, it should be denied.

I realize that there is a shortage of low-income housing in the Moab and associated county areas. On the surface, it looks like this re-zone may address this issue very nicely. However, we need to go back to the reality of: "Can the Carmichael's really control the development of "their" property once the zoning has been changed and the developer owns the property?" The answer is unquestionably NO! This is not a case of trusting the Carmichael's but rather a case of trusting a developer who is at this point in time unknown.

However, there is a practical solution that guarantees any high-density development will be done with the county instrumental in managing the process and able to negotiate precisely how many low-income homes will be provided.

Zacharia Levine and the County Planning and Zoning Office are currently utilizing this solution. Mr. Levine is negotiating with the developer of the 37 acres associated with the Research Avenue Development to contractually provide the county with a development plan in accordance with the County Land Use Plan, including low-income housing, PRIOR to supporting a zoning change. This can only be done with the owner of the property, to wit, the Developer. It cannot be done with the Carmichael's then transferred to a developer who buys the property later. I am not a lawyer, so this option must be reviewed, but if it works, the county has a viable means to manage the development of every large-lot that requests a re-zone for high-density development.

Given the fact that there are simply not that many large-lot properties available for development in the Spanish Valley region, it would clearly be in the counties best interests to have a hand in defining the nature of each and every development, including the Carmichael's.

By letting the county offices manage and control high-density residential developments: (1) the County Master Plan can be adhered to, (2) low-income housing can be guaranteed and managed, (3) the wishes of the Carmichael's will be realized, and (4) the Carmichael's will be free to immediately sell their property with no further delays.

Therefore, it behooves the county to opt for this second option rather than proceed with the risks and uncertainties of allowing a citizen to do the counties work. The fact is; the county has far greater resources at their disposal than any single citizen.

Thank You for Your Time and Consideration!!

Kenneth Kolb

From: Council
To: Bryony Chamberlain
Subject: FW: Rezoning Spanish Valley Dr.
Date: Wednesday, December 30, 2015 7:07:15 AM

From: C. Russell [cmountainspirit@hotmail.com]

Sent: Tuesday, December 29, 2015 11:28 PM

To: Council

Subject: Rezoning Spanish Valley Dr.

rec'd

Please don't rezone for dense housing. The "country/open spaces" feeling is so quickly vanishing. Having horses around keeps the calming feeling I moved here for. Besides, if people work in town and live out here they can't vote for their town leaders. I can't vote in the Moab city elections. There are groups that are looking for horse land for rehabilitation of our Veterans. They have found that the connections made between the Vets and horses and the quiet of the country are working wonders. Some horse property on Murphy was sold, and now the horses are gone and 4-6 houses that are practically sitting on top of each other.. are jammed in there .. they don't fit.

Sincerely,
C. Russell.

From: [Ruth Dillon](#)
To: [Chris Baird](#); [Elizabeth Tubbs](#); [Jaylyn Hawks](#); [Ken Ballantyne](#); [Lynn Jackson](#); [Mary McGann](#); [Rory Paxman](#)
Cc: [KaLeigh Welch](#); [Bryony Chamberlain](#); [Zacharia Levine](#); [Diana Carroll](#); [Bill Jackson](#)
Subject: FW: Carmichael Zoning Change request
Date: Tuesday, December 29, 2015 12:09:08 PM

From: Thea Nordling [mailto:theakn@frontiernet.net]
Sent: Tuesday, December 29, 2015 11:43 AM
To: Council; Ruth Dillon
Subject: Carmichael Zoning Change request

veed

Grand County Council
1125 E. Center Street
Moab, UT 84532

Dear Council Members,

I am very concerned about the proposal to increase the zoning density of the Carmichael property in Spanish Valley to allow up to 150 houses. While I understand the need for moderate income housing in the Moab area, I don't think that far out in Spanish Valley is a good place to do it.

Our General Plan calls for higher density housing to be concentrated close to town, minimizing increased traffic, with larger properties farther from town.

Rim Village is cited as a neighboring high density development that justifies the upzoning. Rim Village is not moderate income housing. There is no assurance that once upzoned, the Carmichael property will actually be developed as moderate income housing. It could just as easily be sold and become one more expensive vacation home or nightly rental development. Approving this zoning change would create a bad precedent, paving the way for high-density development to be approved anywhere in Spanish Valley. We are steadily losing our quiet residential neighborhoods to increased traffic and noise.

Without legally binding assurance that this property will actually be developed as, and remain, moderate income housing, it would be a mistake to approve the zoning change at this time. If Spanish Valley residents are expected to sacrifice their peaceful neighborhoods to high density development, then the community (not just developers) needs to be assured of a long-term benefit in return.

Thanks for considering my concerns.

Sincerely,

Thea Nordling
1996 Highland Drive
Moab UT 84532

From: Council
To: Bryony Chamberlain
Subject: FW: Rezone of land off Spanish Valley drive
Date: Tuesday, December 29, 2015 3:05:31 PM

From: John Covey [over1@frontiernet.net]
Sent: Tuesday, December 29, 2015 12:43 PM
To: Council
Subject: Rezone of land off Spanish Valley drive

rec'd

Dear Council Members

I would like to urge you to deny this up zone.

There are so many reasons to uphold the work put into our county General Plan and no sure benefit to the community from this change. The only sure benefit is to those making a profit on this change.

Water, sewer and traffic are just a few of the complex variables that need to be addressed before any up zones are approved.

We already know that our sewer system is not able to keep up with our use and we don't know how much water we have.

Water is like money in the bank, if you keep increasing your withdraws you will run out!

So please consider carefully before bowing to special interests demands.

Thank You
John Covey
Moab Ut.

From: Council
To: Bryony Chamberlain
Subject: FW: Please vote no on the 20 acre project
Date: Tuesday, December 29, 2015 3:05:40 PM

From: Mary Suarez [marysuarez@frontiernet.net]
Sent: Tuesday, December 29, 2015 1:44 PM
To: Council
Subject: Please vote no on the 20 acre project

reed

Dear County Council Members,

Please vote no on the rezone for the 20 acre Carmichael project. Such a rezone would virtually guarantee the *loss* of available acreage for affordable housing. It would also contradict the County's General Plan.

We would very much like to see truly affordable housing built in Grand County. However, there is no guarantee on this project that affordable housing would happen.

The newspaper stories are not clear on the intentions of the Carmichaels. Whatever their intentions might be, things do not always work as planned. We all know that, once the rezone is approved and the property is sold, the developer can do anything they want, regardless of the Carmichael's intent.

Further, the County's General Plan does not support the kind of density that would be possible under this project. Upzoning this 20 acres will only result in pressure to upzone remaining acreage in the area. Preserving the County's rural nature requires the courage to say, "No," to upzoning -- particularly where that upzoning cannot guarantee affordable housing.

We desperately need a project that would provide housing for teachers, government employees, etc., that would be no more than \$250,000. We know teachers who moved here from another state. They sold their house for \$175,000. They had to pay \$275,000 for the same house here in Grand County and they are making less money here.

We have been talking about affordable housing for over 10 years. So far nothing is really happening that would guarantee housing that people who work here can afford.

Granting this upzoning will violate our General Plan and diminish acreage available for working families.

Mary and Mike Suarez
PO Box 1186
Moab, UT 84532
435-259-8317

From: [KaLeigh Welch](#)
To: [Bryony Chamberlain](#)
Subject: FW: 3552 Spanish Valley Dr rezone proposal
Date: Wednesday, December 30, 2015 7:52:00 AM

-----Original Message-----

From: Mary Wilson [<mailto:dharmawave@yahoo.com>]

Sent: Tuesday, December 29, 2015 2:10 PM

To: [KaLeigh Welch](#)

Subject: 3552 Spanish Valley Dr rezone proposal

- rec'd

December 29, 2015

Dear Kaleigh,

My husband and I would appreciate it very much if you would direct this letter to each of the Moab County Council Members. Thank you, Mary and Michael Wilson

To: The Members of the Moab County Council

This letter is concerning the rezoning proposal of the Carmichael property located at 3552 Spanish Valley Dr. As long term residents of Spanish Valley my husband and I have a couple of concerns with this proposal.

#1. With this request for up-zoning...There are no requirements in place to insure that this subdivision will actually become and remain affordable housing.

#2. Also, there is the question of the traffic impact on Spanish Valley Dr. Right now Spanish Valley Dr. is a rural road with a considerable amount of traffic with not only cars but with pedestrian, bicycle and equestrian traffic as well. To set a precedent of up-zoning farms along Spanish Valley Dr. would put an undue strain on this county road.

We thank you for considering our concerns, Mary and Michael Wilson

Sent from my iPad

From: [Council](#)
To: [Bryony Chamberlain](#)
Subject: FW: Rezoning of Carmichael Property
Date: Wednesday, December 30, 2015 7:06:56 AM

From: John Cannino [jcanino@yahoo.com]
Sent: Tuesday, December 29, 2015 4:11 PM
To: Council
Subject: Rezoning of Carmichael Property

rec'd

Dear County Council members, I am opposed to a higher density rezoning for that piece of property. We have Rim Village and the Arena on the perimeter around that 20 acre parcel. That piece should stay at the required lot size as per the Master Plan of 2012. If we keep changing those rules, why even do a Master Plan? I wish it could stay farm land and keep the rural feel of Spanish Valley.

Also, the words affordable housing are being used as bait. You've heard of bait and switch?
Thanks for listening, Sincerely, Barb Wheeler 3566 Kerby Lane Moab, Utah

Sent from my iPad

From: Council
To: Bryony Chamberlain
Subject: FW: opposed to the density variance for 3552 Spanish Valley Dr.
Date: Wednesday, December 30, 2015 10:01:21 AM

From: george weil [georgeredmoon@gmail.com]
Sent: Wednesday, December 30, 2015 9:29 AM - recid
To: Council
Subject: opposed to the density variance for 3552 Spanish Valley Dr.

Dear Grand County Council,

I am very opposed to the zoning change request for 3552 Spanish Valley Dr. This type of density is not in keeping with the neighborhood. We live in a rural neighborhood and want to keep our quality of life.

Kind Regards,
George Weil
Red Moon Lodge
2950 Old City Park
Moab, Utah 84532
512-565-7612
redmoonlodge.com

From: [KaLeigh Welch](#)
To: [Bryony Chamberlain](#)
Subject: FW: Re-Zone Request for 3552 Spanish Valley Drive
Date: Thursday, December 31, 2015 9:25:28 AM
Importance: High

Please save and print for packet. This might be one of the ones you already received.

-----Original Message-----

From: Kenneth Kolb [<mailto:kenkolb@earthlink.net>]
Sent: Wednesday, December 30, 2015 1:20 PM
To: KaLeigh Welch
Cc: Ruth Dillon
Subject: Re-Zone Request for 3552 Spanish Valley Drive

Hi KaLeigh,

I sent two e-mails to each of the council members e-mail. I just learned that I should have copied you on these as well. Sorry for the oversight! I'll remember this for future communications!

I've copied each e-mail below with the Subject line included.

Let me know if you would rather I forward the actual e-mail.

Thank You!
Ken
(Kenneth Kolb)

e-Mail #1, sent 12/29/15

Subject: Re-Zone Request for 3552 Spanish Valley Drive

Mr./Mrs. _____

My name is Kenneth Kolb and I live at 3649 Kerby Lane.

I want to go on record as being opposed to the re-zoning request pertaining to the property at 3552 Spanish Valley Drive. This location is approximately ¼ mile from my property.

It is my understanding that the Carmichael's (the petitioners for the re-zone) want the re-zone in order to attract a developer who would agree to build 70 "low-income" homes on the property. They have essentially said: "Trust us, we have the best interests of the county in mind."

I have no doubt that the Carmichaels are sincere, but unfortunately, they are terribly naïve if they think that they have the ability to hold any developer accountable once the zoning has been changed and the developer owns the property. At that point, the developer is free to do whatever he wants to, with no justification required. He can honor his agreement to build the 70 low-income houses, or just as easily build 40 homes in the \$300,000-\$400,000 range OR put in 150 trailer spaces. It is my understanding that to put in trailers he would need county approval, but it is also my understanding that once the zoning has been changed, there is no legitimate reason the county can deny such a request.

Furthermore, once this precedent has been established, every large-lot owner who wants to sell can ask for and expect to receive the same consideration. Although there is no way to foresee exactly how such a scenario would play out, it is perfectly clear that it would not be in the best interests of the county.

The county has spent a great deal of time, resources, money, and intellect creating the 2012 General Plan for land use in Grand County. This plan does not support the re-zone request of the Carmichael's.

Considering all the talent and effort that went into the creation of the latest General Plan, the County Council is obligated to evaluate and justify any changes with extreme care and consideration. If a change request is not in the counties best interests, it should be denied.

I realize that there is a shortage of low-income housing in the Moab and associated county areas. On the surface, it looks like this re-zone may address this issue very nicely. However, we need to go back to the reality of: "Can the Carmichael's really control the development of "their" property once the zoning has been changed and the developer owns the property?" The answer is unquestionably NO! This is not a case of trusting the Carmichael's but rather a case of trusting a developer who is at this point in time unknown.

However, there is a practical solution that guarantees any high-density development will be done with the county instrumental in managing the process and able to negotiate precisely how many low-income homes will be provided.

Zacharia Levine and the County Planning and Zoning Office are currently utilizing this solution. Mr. Levine is negotiating with the developer of the 37 acres associated with the Research Avenue Development to contractually provide the county with a development plan in accordance with the County Land Use Plan, including low-income housing, PRIOR to supporting a zoning change. This can only be done with the owner of the property, to wit, the Developer. It cannot be done with the Carmichael's then transferred to a developer who buys the property later. I am not a lawyer, so this option must be reviewed, but if it works, the county has a viable means to manage the development of every large-lot that requests a re-zone for high-density development.

Given the fact that there are simply not that many large-lot properties available for development in the Spanish Valley region, it would clearly be in the counties best interests to have a hand in defining the nature of each and every development, including the Carmichael's.

By letting the county offices manage and control high-density residential developments: (1) the County Master Plan can be adhered to, (2) low-income housing can be guaranteed and managed, (3) the wishes of the Carmichael's will be realized, and (4) the Carmichael's will be free to immediately sell their property with no further delays.

Therefore, it behooves the county to opt for this second option rather than proceed with the risks and uncertainties of allowing a citizen to do the counties work. The fact is; the county has far greater resources at their disposal than any single citizen.

Thank You for Your Time and Consideration!!
Kenneth Kolb

e-Mail #2, sent 12/30/15

Subject: Correction to Previous E-Mail Regarding 3552 Spanish Valley Drive

Mr./Mrs. _____

My apologies! In my e-mail to you yesterday I outlined a possible alternative course of action regarding the property at 3552 Spanish Valley Drive. My suggestion was to utilize the County Planning and Zoning Office to negotiate with a developer in the creation of a Master Plan for the development. This would contractually obligate the developer to follow the plan. I also mentioned that this needed to be reviewed by a lawyer to determine it's potential. Further research revealed that such an arrangement is only allowed with multi-family residential zoning, not for small lot residential zoning as the Carmichael's have requested.

I still believe that this zoning request is contrary to the counties best interests. The Arroyo Crossing development is already underway which will include low-income (affordable) housing.

If the county still feels the need to overrule the County Master Plan and the advice of Planning and

Zoning, then I will follow the lead of my wife (Bonita Kolb) and suggest that the county take responsibility for reviewing the "intentions" of a potential developer rather than leave this up to the Carmichael's. The reality is, the buck stops with the council and any problems that occur will be the responsibility of the council, not the Carmichael's.

Thank You!
Kenneth Kolb

From: [Janet Buckingham](#)
To: [Council](#)
Subject: Public Comment on Spanish Valley Rezone
Date: Wednesday, December 30, 2015 10:41:49 AM

Dear Members of the County Council:

I am writing to comment on the proposed rezone of 20 acres owned by Gary and Judy Carmichael on Spanish Valley Drive.

While I support the concept of more affordable housing in Moab and Grand County, I think rezone of this particular parcel is premature. Adding 70 homes populated by families commuting to town for work and school and to recreational sites south of town, especially Ken's Lake and the La Sals, is going to add to the already serious problem of traffic on a marginal road. Spanish Valley Drive has no shoulders, no bike path, no sidewalk, and the speed limit is frequently exceeded by anywhere from 10-50 miles per hour. This past year there have been many, many concerns expressed on social media about the dangers of Spanish Valley Drive for pedestrians and cyclists. I have seen mothers pushing strollers with toddlers walking along side them over rocky, weed-infested "shoulders" of Spanish Valley Drive. I have had cyclist friends run off the road by drivers. I watch dirt bikes do wheelies at 70 miles per hour. I watch vehicles travel in excess of 50-80 miles per hour down Spanish Valley Drive all day, every day.

If this subdivision is truly going to be targeted as "more affordable housing" and housing not in the "\$500,000 -- \$600,000 range," what range is it going to be? Even \$250,000-\$350,000 homes are beyond the reach of Moab's hospitality workers. In fact, those homes are also out of range for teachers, health care workers, and most government workers. There are currently approximately 32 homes on the market under 400K. Of those, 19 are under 300K. There isn't a shortage of homes for sale in Moab even below the 500-600K threshold that the Carmichaels cite. There is a shortage of housing below 200K and there is a shortage of affordable long-term rentals. Is that the proposal of the developers?

If the goal is to provide housing for Moab's working class, it needs to be researched and carefully planned. What can working class families afford? There needs to be some guarantee, in writing, that the homes built will truly be affordable to those workers and help ameliorate the housing problem in Moab. While affordable housing is a priority in the area Master Plan, this particular parcel doesn't conform because of its outlying location.

There is also a promise that these homes would never be "second homes" or

overnight rentals. Currently, that isn't carefully monitored in Grand County. There are neighborhoods and homes that were built and zoned for residential with no overnight rentals that have AirBNB rooms in them or RVs parked beside the main structure being used as overnight rentals or summer rentals. Building seventy new homes without strict contractual guidelines and oversight could potentially add to the existing problem of renegade overnight rentals.

Finally, to push this rezone forward with the promise that you can "trust" any particular person because they have lived in Grand County for X number of years or served on X committees or councils is shaky logic. Nothing that changes the landscape of a community should be done on a promise. Nothing that changes the traffic pattern, density or character of a neighborhood should be done without the infrastructure needs identified and in place.

My biggest concern is that this feels like it is being pushed through with the threat that if it isn't approved immediately, the property could fall into the hands of someone outside the community. Again, faulty logic. The same development rules will (and should) apply to someone coming in from the outside as someone who has lived here forty years.

Why the rush? The Planning Commission and Council should take their time, get the infrastructure in place and require a carefully, professionally prepared development plan before approving a rezone.

Thanks for taking the time to read my comments.

Regards,

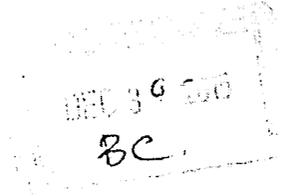
Janet Buckingham

4136 Spanish Valley Dr.

Moab, UT 84532

PUBLIC COMMENT ON CARMICHAEL UP-ZONE ON 20 ACRES

Council Members,
Zacharia Levine,
Members of the Planning Commission,



"They do have Judy Carmichael's word for it, though."

Gary Carmichael said the **project is tailored to LOCAL RESIDENTS** who can't afford homes that **ROUTINELY SELL FOR \$500,000 OR \$600,000.**

"We need something for the WORKING-CLASS PEOPLE."

JUDY: **"But they do need the County to approve the request,** she said, if they're going to **act quickly.**

The housing crisis is now, she said. The rezone would put us in a position to move forward a little faster.

Unlike land speculators, Carmichael said she and her husband didn't buy the property just to develop it.

We have 40 years of history on this land, but **WE'RE DONE FARMING.** When they purchased the land in 1975, **no zoning designations were in place.**

Three years later, the County imposed the **still current restrictions, which allow ONE HOUSE PER ACRE** in order to accommodate septic tanks. Judy Carmichael said **she was told that the rural-residential designation would change to LARGE-LOT RESIDENTIAL ZONING** once sewer lines were routed through the area, although that change never happened, she said."

"The Carmichael's put the property up for sale about a year ago, she said they heard from developers and real estate agents who advised them that the **MARKET FOR ONE HOUSE PER ACRE IS ALREADY SATURATED."*****

*****THIS IS CODE FOR, WE DO NOT NEED SINGLE FAMILY HOMES!*****

In 1975, the land described in this request, was included in what was affectionately known locally as "**POVERTY FLATS**". Likewise the Carmichael's

initial investment in the 20 acres was nominal at best! As described there was NO SEWER SERVICE.

Over the years the County has assessed (for the purpose of taxation=(equals) establishing the "fair market value" in a "non-disclosure State") the acreage within this zone by the acre.

Beginning in the year 2000 when I purchased a 2 acre property just south of the 20 acre parcel (on the other side of Rim Village) that is the subject of this comment, the assessed value placed on an acre was \$25,000.00 ("fair market value" = taxable value).

A land owner in this zone, using the land for agriculture (FARMING), may apply for and is granted tax relief from the \$25,000.00 per acre assessment on any land over 5 acres (and sometimes less). I don't specifically know what the reduced valuation amounts to but it is substantial.

Since the year 2000, the County has continually re-assessed and continued to increase the per acre assessed value in this Zone to it's current valuation of \$60,000.00.

A year ago, the Carmichael's listed their 20 acres for sale with Rachel Moody for \$2,000,000 (2 million).

First, if a buyer we were to consider this property for purchase (to develop, **NOT FARM**) a simple calculation of the current per acre assessment would establish a "fair market value" of **\$1.2 million.**

However, in consideration of road infrastructure and "development" requirements, more than likely any developer would forfeit **4 to 5 acres** reducing the calculation of "fair market value" of the 20 home sites to more like 15 home sites, or a purchase price (at current valuations) of \$900,000.00. **I CAN ASSURE THAT THE CARMICHAEL'S WOULD REALIZE A SUBSTANCIAL RETURN ON THEIR ORIGINAL INVESTMENT FROM 1975.**

Of course, since the Carmichael's have used the property continuously (40 years) for farming, it stands to reason that they would offer the property for sale as AGRICULTURAL, with an asking price more in line with the "fair market value" or assessed value they have been being taxed on for the last 40 years. Or, at best, offering the property for development in consideration of the 15 home sites (which is ALREADY AN UP-ZONE from it's current and continual use for 40 years, of farming).

"UNLIKE LAND SPECULATORS, CARMICHAEL'S DID'NT BUY THE

PROPERTY JUST TO DEVELOP IT"

"BUT, WE'RE DONE FARMING".

"BUT THEY DO NEED THE COUNTY TO APPROVE THE REQUEST IF THEY'RE GOING TO ACT QUICKLY."

"THE HOUSING CRISIS IS NOW".

Back in the late 1990's or maybe as recently as the early 2000's, Grand County approved the **"Portal Vista" subdivision down past the old Allen Memorial Hospital. ANOTHER DENCE, LOW-COST HOUSING DEVELOPMENT.**

I can't remember specifically if Judy Carmichael was then currently on the Planning Commission or if she was on County Council? Anyway, partnering with Realtor, Tom Shellenberger, Judy Carmichael persuaded Grand County to approve the "dense", "low-cost" housing project on the land she owned in the **"flood plain"**, convincing them that with a central drainage system (arroyo) and "fill", in several "phases" the project could go forward and fill the "NEED" for affordable housing. **The main thing Judy Carmichael accomplished was the SALE OF ACEARAGE IN A FLOOD PLAIN that was previously deemed un-buildable (un-saleable) with the approval of "more dense" lots that exponentially increased her return on investment.**

I think we all remember the turn of events that surrounded the "Tram Project" just to the South of the Colorado River, Bridge.

The long and the short of it is that the County did not require a BOND of the investor of the project. After the project was well underway, the County shut it down because of no "bond". The Owner/developer sued the County and WON.

As it was later described to me by a third party, it was Judy Carmichael who originally advocated to waive the bond which resulted in litigation.

"We have Judy Carmichael's word for it, though!"

Grand County Council member Ken Ballantyne said his only concern about the proposal is the **effect it could have on Spanish Valley Drive**, which might not be in the best shape to handle increased traffic loads.

"It's kind of a paved cow path", Ballantyne said.

After purchasing the property in 2000, (one just South of the Carmichael home and "subject" parcel of land) I proceeded to Lease the entire property to the Colorado Outward Bound School.

By the year 2000, Outward Bound had been licensed and operating in Grand County for 15 to 20 years. Having owned and leased property in Grand County since 1989, I already had a leasing relationship with Outward Bound (in town) since about 1994.

Interestingly enough, my new neighbor to the North, Judy Carmichael (in her not-yet-finished-new-house) after I introduced myself to her and enlisted her to help me navigate "acre feet of water", alfalfa farming and general "Spanish Valley/rural-ranch etiquette", proceeded to launch an attack on the leasing of my property to Outward Bound through her planning and zoning affiliation and demanded Mary Hofine investigate any violation of code etc. (I still have all the correspondences in my file)

When unable to rout the group from the location she tried to have the County **require we put in a turning lane to accommodate the vehicles coming and going.**

It is no secrete that Judy Carmichael used her influence to secure the salaried position of her husband Gary Carmichael at the Horseman/Rodeo facility.

Gary Carmichael is quoted at the beginning of the article in the "Moab Sun News" stating that homes "ROUTINELY SELL FOR \$500,000 TO \$600,000".

This past July, in preparation for an upcoming property tax appeal hearing in SLC at the Utah State Tax Commission, I was assisted by MLS in compiling a "spread sheet" or "sales survey" of all sales of "Single Family Residence" in the Moab vicinity of Grand County, spanning a five year period of time and but for one or two Million dollar sales of "new construction", the median price of a "single family residence sold over the 5 year period, was just over 200,000. If you would like to review this information, I can provide it for you, as I did to the Utah State Tax Commission.

The problem facing Grand County and it's residence concerning affordable housing is MULTIFACITED.

The current Council is progressive and ran on such issues as affordable housing. I was excited to vote for you and embrace your progressive agenda. I know your intentions are good. ☺

4

Make no mistake, this request for a zone change is nothing more than 2 individuals pursuit for personal profit. There is no urgency. The Carmichael's have not presented a sound plan to alleviate Moab's affordable housing problem, which is intertwined with wages and benefits and the tourist industry/economy.

There is no doubt this is a matter that deserves our attention. Zack Levine correctly points out that Grand County has recently focused the more dense housing needs to the more central downtown Moab area. That is a first step. There is no need to leapfrog recent density changes in and around Moab to include the Valley.

Thank you for your consideration,
Most Respectfully,
Citizen Pettit

Late: Rec'd after



5pm

County Council Members:

RE: Carmichael Rezone Request;

12/28/2015

Dear Sirs and Madams

The affordable housing" presentation, made to the public, by the Carmichaels is in our view an attempt to use the buzz words of the hour to "soften up" opposition to this action. There is no way to insure the rezone will provide any affordable housing relief that is claimed to be the reason to up-zone the acreage. There is no legal requirement to compel the owner or a purchaser must use the land for "affordable housing" once it has been up-zoned. The property has been on the market for some time. Surely the owners have decided or realized the only way to sell for the desired price is to acquire the up-zone in advance of any pending sale. Developers will not gamble on an up-zone change being granted after a purchase. Chris Baird calls this request kind of a win win, I am paraphrasing. I don't agree.

Grand County Residents do not owe up-zones or zone changes just to allow for someone to sell land for more than it is worth as it sits.

The existing higher density out in the area in question has already created drainage issues and most obviously traffic and transportation issues. The traffic on Spanish Valley Dr. is already very heavy at times. There are no plans to widen roads or install curb and gutter or sidewalks on Spanish Valley Dr. There are no planned corridors to highway 191 that would alleviate the congestion on Spanish Valley Dr. There are water and wastewater issues as well.

The higher density developments that exist or are approved in that area do not justify more high density in fact the existing high density is a good reason to keep a mixture of zones.

Randy Day has been trying unsuccessfully to get an up-zone for his land near Old City Park using similar arguments. Understandably, Randy will surely be "next in line" if this request is approved.

There are so many issues surrounding this request that it would be irresponsible to grant this request at this time. Until traffic and transportation issues are addressed any rezoning that far outside the city limits is not a good idea.

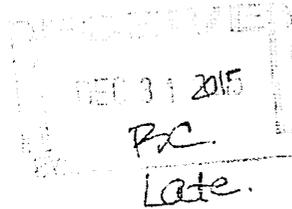
Due to the above briefly mentioned issues and others we are requesting that the application for the up-zone be denied.

Sincerely,

John Hartley and Barbara Hicks

Grand County Commissioners

December 23, 2015



To whom it may concern:

This Letter is to provide our support for Judy and Gary Carmichael's proposal to get the County to rezone this area to allow for small residential lots. We feel strongly that the current one acre minimum lot size prohibits the development of housing that people living in Moab can afford. The one acre lot size dictates that builder build larger more expensive homes and thus forcing the cost of additional housing out of reach of most residents.

As adjacent neighbors we most respectfully support the rezoning proposal and ask that you approve the small lot residential zoning along this section of Spanish Valley Dr as they are requesting.

Respectfully,

Robert J Reid Jr.

Executor of the Robert J Reid Trust

Late

From: [KaLeigh Welch](#)
To: [Chris Baird](#); [Elizabeth Tubbs](#); [Jaylyn Hawks](#); [Ken Ballantyne](#); [Ken Ballantyne](#)
(kballantyne1@grandcountyutah.net); [Lynn Jackson](#); [Mary McGann](#); [Rory Paxman](#)
Cc: [Ruth Dillon](#); [Bryony Chamberlain](#); [Diana Carroll](#); [Zacharia Levine](#); [Mary Hofhine](#)
Subject: FW: Wrong Physical address in my comments of the 28th December
Date: Thursday, December 31, 2015 9:07:14 AM

-----Original Message-----

From: Brian Parkin [<mailto:himself@brianparkin.com>]
Sent: Thursday, December 31, 2015 7:43 AM
To: KaLeigh Welch; Rory Paxman; trooperball@hotmail.com; Lynn Jackson; Mary McGann; Jaylyn Hawks; Chris Baird; Elizabeth Tubbs
Subject: Wrong Physical address in my comments of the 28th December

Hello all,

In my letter of December 28th regarding zoning I referred to an address on Spanish Valley Drive that was not the subject of my comments.

My comments were specifically regarding the Carmichael property adjacent to Rim Village.

I trust it is not too late to make this correction to my comments.

Thank you.

Brian Parkin
3411 S. Creekside Lane
Moab UT 84532

(435) 259 0700

Late

From: [Donna Neuneker](#)
To: [Council](#)
Subject: Rezoning Request in Spanish Valley
Date: Thursday, December 31, 2015 9:31:52 AM

Council Members:

I am opposed to the Carmichael's rezoning request directly prior to a potential sale of their property in Spanish Valley. As they clearly have no intention of developing the land themselves, the planning commission and the council cannot evaluate any development vision and plans of future owners. This request sounds purely speculative to me, at the expense of surrounding property owners.

I do not myself live in this area, and I'm very aware of Moab's/Grand County's housing shortage, but I believe the council should be voting on a specific development plan along with a rezoning request, not separately.

Thank you, Donna Neuneker

Bryony Chamberlain

From: glen <glen.lathrop@hotmail.com>
Sent: Friday, January 01, 2016 10:04 AM
To: Council
Subject: 2 zone changes one good one bad

Dear Grand County Council,

I am writing in regard to 2 different zone changes in Grand county. The first one is located at approximately Resource Blvd and Spanish Valley. This will be one of the largest developments in Moab with over 200 homes. There is some concern about this development but I would rather see one big development rather than a number of small ones. This zone change fits in with the Master Plan but I have concerns with how the property will be developed. 200 homes will add a huge amount of traffic to Spanish Valley. At the planning commission traffic issues were raised but the developer said they would do traffic studies "later." I really think before there is a zone change granted we need to see more concrete site plans as to traffic flows. The focus of this project has to be toward Resource Blvd so that people would be more likely to drive to town on the highway rather than Spanish Valley.

A second concern is that the planning commission raised was the issue of affordable housing. There is nothing compelling the developer to do affordable housing but the Planning commission said that in return for the rezone they would like to see some small amount of affordable housing. At first the developer said of course but when the planning commission suggested that a deed restriction be placed on a portion of the property as a guarantee the developer said they just didn't have time. Well it only takes 5 minutes to file a deed restriction. I didn't like the way they acted when pushed on the issue. They obviously have no intention of doing anything.

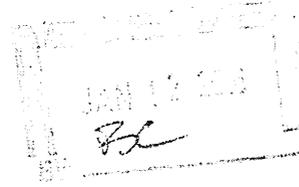
The planning commission can only send a yes a no recommendation to the council but I would hope that you will review this zone change in more detail. We are doing this developer a big favor so to speak by granting this change. They can at least give us something in return.

My second zone change concern is over the Carmichael property. This plan does not fit with the Grand County Master Plan. Arguments have been made that Rim Village which is next store is a high density development but that zone change was done prior to the new Master Plan. If we grant the Carmichael's a zone change then we might as well just forget about the master plan because every adjacent property owner from the Carmichael's to the county line will say, did it for them why not me. It will be just a row of dominoes falling.

I trust that you will spend some time and review my concerns.
Glen Lathrop

Late

Stuart Bedke
3645 Spanish Valley Dr
Moab, UT 84532
208-312-0089
stuartbedke@gmail.com



January 12, 2016

Ruth Dillon
County Administrator
Grand County Council
125 E Center St
Moab, UT 84532

Dear Ruth Dillon:

I am writing in response to the rezoning of property for Judy and Gary Carmichael. I just finished reading the article in the Moab Sun News (Jan 7). I turned from the front page and found a full page advertisement announcing homes for sale. I noticed on the top row a 2 bed 2 bath 909 sq. ft apartment for a \$339,000. Next to that a 3 bed 2 bath for \$419,000. I don't think people have to look very hard to notice there is middle income housing issue here in the Moab area.

I work as a Federal Wildland Firefighter and moved here almost 2 years ago. My first year here I lived in a motor home with no hookups. I moved my family of 6 here and live in a single wide trailer because of the lack of middle income housing. My wife works part time as a cosmetologist down town.

I am also a Volunteer with the VFW, the Boy Scouts of America, and assistant coach to the Moab Junior Red Devils wrestling team. I am a law abiding, voting citizen and I served a year each in Iraq and Afghanistan. So, I consider myself a contributing member to the community.

We also live across the street from the property in dispute and give our full support of more middle income housing into the area.

The Carmichael's have been great neighbors to us since we moved in. Judy has assisted us with driving our daughter to after school activities, introduced us to neighbors, given us copious amounts of tomatoes, and offered her assistance endlessly. Gary plowed our garden for us in the spring, helped us with our gardening questions, mentored the boys, and plows the snow from our driveway. In short, they have been wonderful adoptive Grandparents to our family. So, if the Carmichaels say they would like to help middle income families get more housing opportunities, I believe them whole heartedly.

Perhaps those who oppose the rezoning do not live next to the property? Perhaps they already have their slice of the pie? Perhaps they are not in the middle income tax bracket? Perhaps they should help with the housing issue instead of baulking it?

Ruth Dillon
January 12, 2016
Page 2

If you have any questions please call me at 208-312-0089.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stuart Bedke', with a long, sweeping flourish extending to the right.

Stuart Bedke

Late

January 12, 2016

Grand County Council

Re: Carmichael rezone

Dear County Council.

I am in favor of the rezone for the Carmichael property on Spanish Valley Drive. I have no doubt that the Carmichaels will do what they say they will.

Jack Beeson
64 S. 400 E.
Moab, UT.

Late

From: [Elizabeth Tubbs](#)
To: [Bryony Chamberlain](#); [Ruth Dillon](#)
Subject: Fwd: Spanish Valley re-zone
Date: Tuesday, January 12, 2016 9:37:24 AM

Sent from my iPad

Begin forwarded message:

From: Bruce Dissel <brucedissel@hotmail.com>
Date: January 12, 2016 at 8:37:13 AM MST
To: "etubbs@grandcountyutah.net" <etubbs@grandcountyutah.net>
Subject: Spanish Valley re-zone

Ms. Tubbs,

My wife and I are against spot re-zoning in the county. Changing zoning every time an owner or developer asks makes a sham out of the zoning process. Further there is no guarantee that there would be ANY affordable housing built once the parcel sells (The present owners stated intent).

Please stand up for planning and zoning in Grand Co by voting against this re-zone.

Bruce Dissel

Barb Lacy

moab, UT.

Late

Catherine Mattingly
840 Millcreek Drive
Moab, UT 84532



Attn: Ruth and Grand County Council

Dear Members and Ruth

I am writing this letter to tell you about my experience with the Carmichael's Gary & Judy. Having known Gary since I was 8 years old I feel I am a good person to write this letter.

I have seen this couple work hard for every dime they have earned, but I also have seen their compassionate side as well. Both of their integrities is above reproach. They both have mentored many a family in this area. This has always been how they have given back to Moab and Grand County. Developing their property in a way to make future home owners a truly affordable home solution.

If they state that the variance to the plan is to make housing more affordable with the density They are asking for it is "not to make more money" it is to create "a more affordable home for the people that are Moab's citizens that work a lot and sometimes more than one job to have a home of their own. This makes so much sense, I am an employer of 20 employees most are employed 10.5 months a year. Which put so many homes out their price range.

In closing, If Judy and Gary say that they need to add more homes to stay within the affordable price range, they are not asking for this for personal gain, just to be good people

Catherine Mattingly
01/13/14

Late

JAN 13 2016
BC

Katie Hanway
411 Loveridge Drive
Moab, UT 84532

Grand County Council
125 East Center Street
Moab, UT 84532

Dear Council Members.

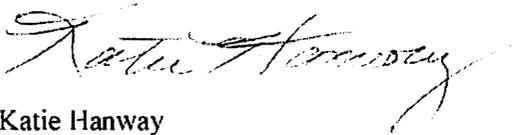
I am writing in support of the Carmichael family's proposal to rezone their property to small lot residential and provide another option for an affordable housing project, which we all seem to agree upon, is very much needed in our community.

Their property has easy access, not only from Spanish Valley Drive, but also from highway 191.

I am aware of concerns of deviating from the three-year-old master plan, but I know this instance would not be the first conditional use permitted by the Council since the master plan was implemented. Sometimes amending the plan works in order to meet the needs of the time. I believe this is such a time.

From what I understand, the Carmichaels plan to build 70 to 75 single family dwellings on their land, and partner with whomever they choose as a developer, to make sure they achieve their goal (the goal being to provide affordable housing to Moab's workforce with moderate density and a neighborhood with backyards).

Thanks for your consideration.



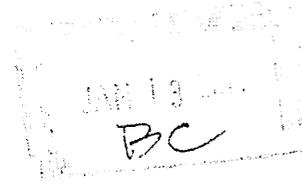
Katie Hanway

p.s.

Although I am a member of the Board of Housing Authority of Southeastern Utah, I am asking your consideration as a private citizen.

Late

Moab, Utah
January 12, 2016



Chairman and Grand County Council Members
125 E. Center Street
Moab, Utah 84532

I am writing this letter in support of the zone change currently being requested by Judy and Gary Charmichael regarding their property in Spanish Valley.

I realize that governments need to do long range planning to provide for the orderly growth of those they serve. While this plan applied at the time of completion, there are evens, conditions and needs that can change very rapidly and need to be evaluated for various reasons.

It appears to me this county and city of Moab need to evaluate their current plans and housing needs in order to take advantage of various methods to solve their concerns. You may set a president, but it may be a very good decision for the families who need to live here to serve our tourists industries.

The Carmichaels bought their property from my father, Carroll J. Meador, under contract and honored every word of that contract favorably.

Your attention to this matter will be appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Bill B. Meador".

Bill B. Meador

Late

From: moabsj@comcast.net
To: [Council](#)
Subject: Carmichael's Request for Rezoning of Property
Date: Wednesday, January 13, 2016 10:19:29 AM

Dear Grand County Council Members,

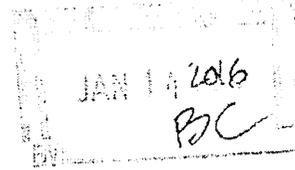
We are the owners of two pieces of property in the Spanish Valley area of Moab. One of our properties is at Rim Village and the other is at Solano Vallejo Villas. We have been property owners in Moab for 20 years.

We write to you today to say to you that we totally support Gary and Judy Carmichael's request to rezone their property on Spanish Valley Road. Their vision of how the property should be rezoned is the correct one. We are aware that there is a much needed movement in Moab to provide affordable housing especially for the service industry employees. The parcel of land that the Carmichael's want to rezone should never be used for such purposes as it totally does not fit the existing style of living that is presently there. This property in question is adjacent to the Rim Village property with condos whose values are in the \$300K range. To have the Carmichael property rezoned for affordable housing will impact the property values of Rim Village adversely.

Please vote yes on the rezoning request of Gary and Judy Carmichael. It is the right choice.

Sharon K Butler
President, Rim Village HOA

Late



909 E. Oak Street
Moab, UT 84532
January 12, 2016

Grand County Council
125 E. Center Street
Moab, UT 84532

This is a letter of support for the subdivision that Gary and Judy Carmichael are trying to build.

Gary and Judy have excellent reputations; we have known them for over 50 years and know of their reliability and their word.

This subdivision would be a boon to citizens of Moab and Grand County and should not be that much of a burden on roads and utilities. Rim Village is very near and a lot of that is nightly rentals and so forth. This proposed subdivision will be bought by permanent residents who pay taxes and take an interest in the local economy.

We are asking that you carefully consider your decision in this matter. Thanks for letting us express our opinion.

Richard & Mary Jane Cozzens
Richard and Mary Jane Cozzens

"Note 9 Reservation") agrees to commit and restrict such owner's Note 9 Reservation to the perpetual operation, use, construction, reconstruction, maintenance, repair, and replacement of improvements consistent with the purposes of landscape buffer, included but not limited to no action, earthworks, fencing, landscape and other plant materials, irrigation facilities, and landscape maintenance facilities; provided, however, that other uses permitted within a Note 9 Reservation may include roadway crossings, utility infrastructure, storm drainage facilities, and undivided common recreational facilities as a part of any future PUD, subdivision or other land use process approved by Grand County. Notwithstanding the foregoing, any Note 9 Reservation shall be included within the development area of the PUD or Subdivision Block of which it is a part; and such Note 9 Reservation may be subdivided and may be sold, transferred, or conveyed to a third party as part of a residential development lot, provided, however, that the commitment and restrictions set forth above shall remain in full force and effect. All areas of a Note 9 Reservation unencumbered by roadway crossings, and dedicated to an undivided common ownership for the purposes of Open Space shall be applicable to any Open Space requirement of any PUD, subdivision or other land use process of which it is a part.

DEVELOPMENT STIPULATIONS - BLOCKS AND TRACTS

Carmichael A-1 PUD Block:

The Carmichael A-1 PUD Block is comprised of 20 acres more or less. Up to and including , but not more than 20 Dwelling Units are permitted. At least 30% of the Block is required to be dedicated as Open Space. Development Stipulations for the Representational Tracts as shown on this Master Plan Overlay are as follows:

Tract	Primary Uses	Accessory Use	DU.	Dimensional Requirements
CA-1	Single Family Lots, Minor Roadways, Storm Drainage, Utilities, Open Space	As provided by Zoning Ordinance and Development Stipulations hereon.	≤ 20 DU	Per future PUD Plan
CA-2	Spanish Valley Drive R.O.W.	Roadway and driveway crossings, Utilities, and Storm Drainage.	none	40' from centerline of existing Spanish Valley Drive
CA-3	Collector Roadway R.O.W.	Storm Drainage crossings, and Utilities	none	66' width

Carmichael R-3 Subdivision Block:

The Carmichael R-3 Subdivision Block is comprised of 2.0 acres more or less. Dwelling Units and Dwelling Unit Densities within this Block may include any and all uses permitted under Grand County, Utah zoning law governing the R-3 Residential Zone District. Development Stipulations for the Representational Tracts as shown on this Master Plan Overlay are as follows:

Tract	Primary Uses	Accessory Use	DU.	Dimensional Requirements
CR-1	Residential Subdivision per Zoning or PUD Ordinance	As provided by Zoning Ordinance and Development Stipulations hereon.	Any & all R-3 Zone Uses	Per Grand County Zoning Ordinance
CR-2	Spanish Valley Drive R.O.W.	Roadway and driveway crossings, Utilities, and Storm Drainage.	none	40' from centerline of existing Spanish Valley Drive

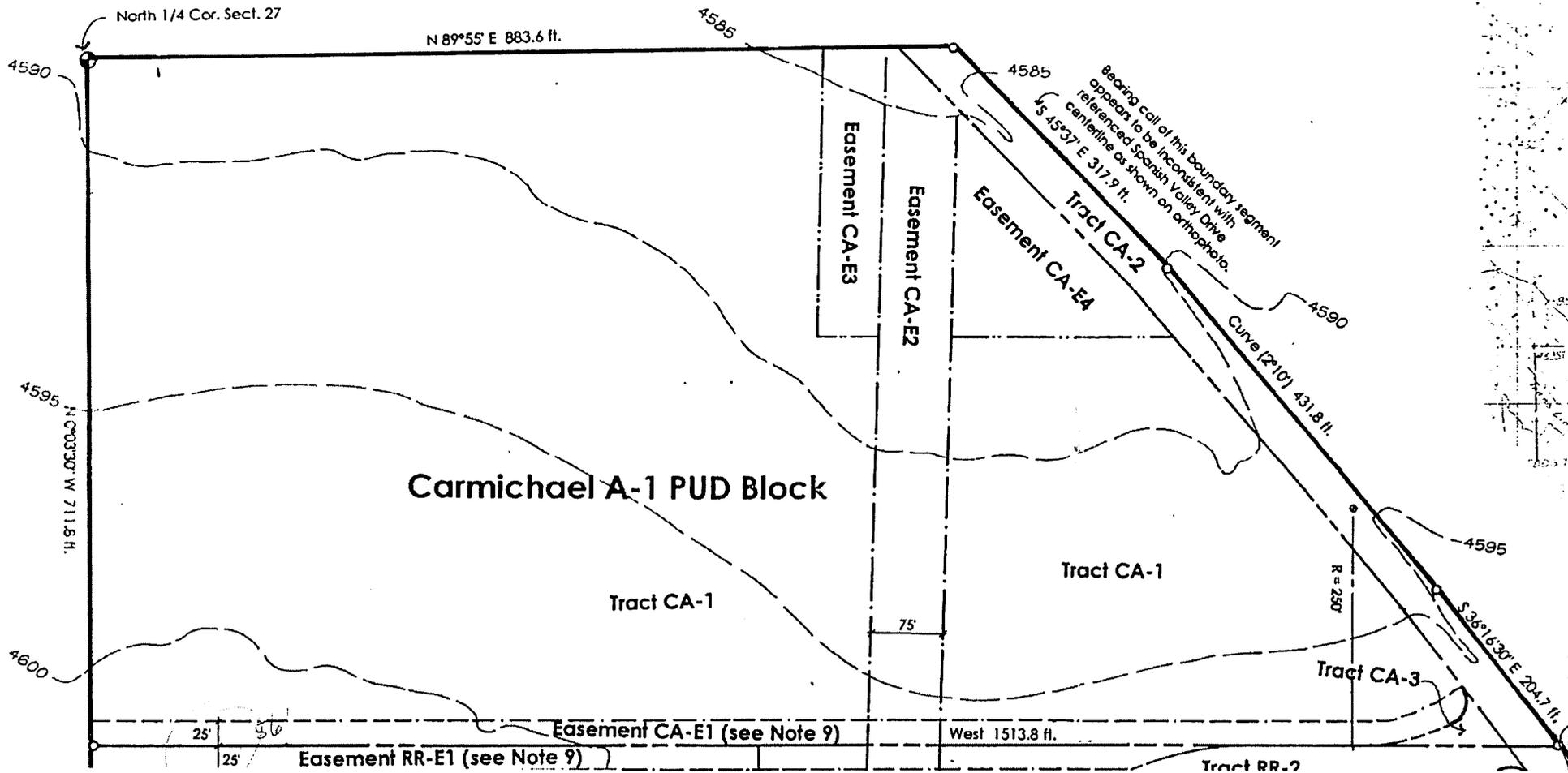
Meador R-3 Subdivision Block:

CUMINGS GROUP MASTER PLAN

Sect. 27, T 22 E, R 26 S, SLB&M County of Grand, St

Vicinity Map

Scale 1 inch = 2,000 feet



RESOLUTION NO. 2255

Entry No. 434422
Recorded 7-28-95 4:48 PM
Bk. 477 Pg. 272 Fee 177
273

Merlene Mosher
Merlene Mosher
Recorder of Grand County

A RESOLUTION OF THE COUNTY COUNCIL
OF GRAND COUNTY, UTAH
RECOGNIZING AND SUPPORTING THE MASTER PLAN OVERLAY
OF THE CMNRS GROUP.

WHEREAS, Gary G. and Judy D. Carmichael, Bill B. and Inalyn Meador, Robert J. and Donna M. Reid, SN Ltd, and Jane E. Sleight, hereinafter referred to as the CMNRS Group, who are the owners of properties located in the Spanish Valley Area of Grand County have jointly agreed to prepare a Land Use Master Plan, hereinafter referred to as the Plan, which will guide the development of their individual properties and which has been presented to the County Council of Grand County, Utah, hereinafter referred to as the Council; and,

WHEREAS, this planning effort was suggested and recommended to the CMNRS Group by the Contract Planner of Grand County; and,

WHEREAS, on June 28, 1995 the Plan was reviewed by the Planning Commission of Grand County who unanimously approved a Resolution in support of this planning effort and recommended to the County Council that they approve and support this planning effort; and,

WHEREAS, the Council and the Group acknowledge that there is not an existing County ordinance, Resolution or adopted County policy which regulates or recognizes this particular type of land use plan; and,

WHEREAS, the Group has prepared certain easement and tract descriptions which relate to roadway locations, open space and drainage, the language of which dedications are intended to preserve certain rights of access, open space guarantees and establish the future drainage patterns and which the Group intends to record as official documents in the office of the Grand County Recorder; and

WHEREAS, the Group has determined that the recording of these easements and tracts is essential to their ability to develop their individual properties within the parameters of the Plan; and

WHEREAS, The Council approves of the efforts to jointly plan the properties and supports this joint planning effort and the Council also recognizes the importance of the recording of certain easements and tracts as critical to the

implementation of the Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL MEMBERS ASSEMBLED, that:

1. The efforts of the Group in preparing an integrated plan for the development of their property is commended and that such planning efforts by other property owners are encouraged.
2. That the Plan prepared by the Group is consistent with the Grand County Master Plan and the Zoning and Subdivision Ordinances of the County.
3. That the owners of the various tracts, as shown in the MPO map to be recorded, have agreed to the roadway, drainage and other easements as shown therein and have joined together in this preliminary plan for the purpose of guaranteeing the full enjoyment of the individual property rights and the mutual benefits of the various easements to each ownership tract shown therein.
4. That the MPO map showing the owner's tracts and the easements imposed thereon should be recorded.
5. That the County Council will recognize the recording of the MPO map and the easements and tracts shown thereon as a first step in the development of the properties on said map and the Council will respect these recorded tracts and easements and their stated purposes in the subsequent review of individual subdivision and/or planned unit development applications as they are submitted for approval to the County Planning Commission and the County.

APPROVED THIS 17, DAY OF JULY, 1995, BY THE FOLLOWING VOTE:

AYE 7

NAY 0



FRAN TOWNSEND,
CLERK/AUDITOR

COUNTY COUNCIL CHAIRMAN

Kenneth D. Ballantyne
KENNETH D. BALLANTYNE

CMNRS Group

LAND PLAN SERVICES

Mile 8.75 La Sal Mountain Loop Road

Castle Valley Star Route Box 2511

Moab, UT 84532

(801) 259-5057 / FAX -4552

June 20, 1995

Grand County Planning Commission
125 E. Center Street
Moab, UT 84532

Dear Planning Commissioners:

Subject: CMNRS Group Master Plan Overlay
Owners' Statement

The CMNRS Group Master Plan Overlay (the "MPO") was undertaken by the Owners of the Constituent Properties (the "Owners") at the request of Grand County. The purpose of the MPO is to establish a coordinated land use plan for an approximately one hundred (100) acre site (the "Site") comprised of six (6) constituent properties lying within the Northeast 1/4 of Section 27, Township 22 East, Range 27 South, SLB&M, County of Grand, State of Utah (the "Constituent Properties").

Further, the MPO is intended to be solely an action through which an Overlay to the existing Grand County Master Plan is created.

The MPO is not intended to be, and does not create or constitute, a subdivision of the Constituent Properties or any of the parcels shown therein. The MPO is not intended to change the zone designation, nor to increase or decrease allowable uses upon any land contained therein.

Because Grand County anticipates that residential development may occur on the Constituent Properties over time, Grand County approached the respective owners and encouraged them to prepare a coordinated land use plan. The County expressed its interest that essential services (i.e. storm drainage, roads, and utilities) be coordinated in advance for the entire Site rather than being addressed in separate actions.

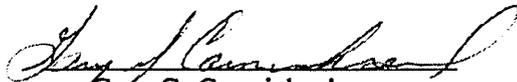
The individual Owners share the County's interest in principle. However, since there are no specific subdivision designs at this time, the Owners are concerned that the plan be conceptual enough in nature to accommodate their future planning discretion. Additionally, the Owners are concerned that by engaging in this MPO effort, they should not be required to initiate costly subdivision planning or engineering studies at this time. The individual Owners each retain, in their sole and absolute discretion, the timing for any future Plat Application as well as for subdivision design within the context of applicable County Ordinances and the elements of the MPO, if adopted substantially as presented. Mr. Sieber, Planner for Grand County, concurred and expressed his belief that mechanisms existed to meet both County and Owner interests.

Together, the Owners retained Land Plan Services to coordinate their interests along with those of Grand County, and to develop this MPO as a coordinated land use plan accordingly.

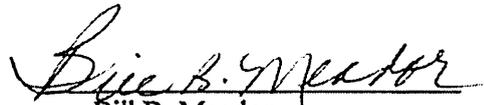
The Owners have reached a consensus that the MPO, as submitted, addresses their individual interests, and believe it addresses the interest heretofore stated by Grand County. The Owners offer this MPO for consideration by Grand County and pledge their good faith efforts toward a mutually acceptable conclusion of this matter. However, should any condition, restriction or provision be imposed which in the sole and absolute discretion of any Owner is deemed to be unacceptable, such Owner reserves the right to withdraw his or her Constituent Property from the MPO.

This MPO is submitted in a spirit of cooperation with Grand County's request, and with the hope that an Ordinance mutually agreeable between the Owners and Grand County may be adopted.

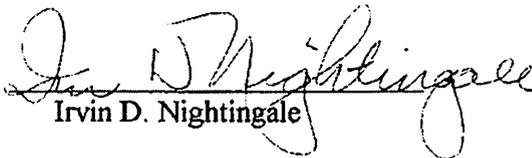
For the Carmichael A-1 PUD Block and the
Carmichael R-3 Subdivision Block


Gary G. Carmichael

For the Meador R-3 Subdivision Block


Bill B. Meador

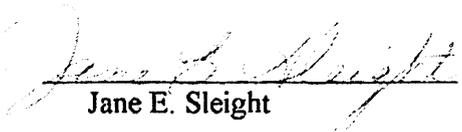
For the SN, Ltd. A-1 PUD Block


Irvin D. Nightingale

For the Reid R-3 Subdivision Block


Robert J. Reid

For the Sleight A-1 PUD Block


Jane E. Sleight

CMNRS/dk

**Attachment to
Application for Land Development Approval
Grand County, Utah
CMNRS Group Master Plan Overlay
Property Description and Property Owner Summary**

Property Description - That Real Property situated in Gran County, Utah and referenced in the records of the Grand County, Utah Recorder by Arb. Number(s):	Property Owner:
26-22-27-8.1 & 6.1 hereafter to be known as <u>Carmichael A-1 PUD Block</u>	Gary G. and Judy D. Carmichael P. O. Box 854 Moab, UT 84532 (801)259-5578
26-22-27-6.3.7 hereafter to be known as <u>Carmichael R-3 Subdivision Block</u>	Gary G. and Judy D. Carmichael P. O. Box 854 Moab, UT 84532 Phone: 259-5578
26-22-27-6.1.2 & 8.1.2, and 26-22-27-9, which taken together are hereafter to be known as <u>Meador R-3 Subdivision Block</u>	Bill B. and Inalyn Meador Family Trust 406 West Moenkopi Avenue Moab, UT 84532 Phone: 259-7215
26-22-27-11.1 & 26-22-27-12.1, hereafter to be known as <u>SN, Ltd. A-1 PUD Block</u>	SN, Ltd. P. O. Box 864 Moab, UT 84532 Phone: 259-5961
26-22-27-6 & 8, and 26-22-27-6.3, which taken together are hereafter to be known as <u>Reid R-3 Subdivision Block</u>	Robert J. and Donna M. Reid Family Trust P. O. Box 438 Moab, UT 84532 Phone: 259-7346
26-22-27-11 & 26-22-27-12, hereafter to be known as <u>Sleight A-1 PUD Block</u>	Jane E. Sleight P. O. Box 1270 Moab, UT 84532 Phone: 259-5505

GRAND COUNTY, UTAH
ORDINANCE _____ (2016)

APPROVING A REZONE FROM RURAL RESIDENTIAL TO SMALL LOT RESIDENTIAL

WHEREAS, Gary G and Judy D Carmichael, (Applicants) are the owners of record of approximately 20 acres of real property in Section 27, T 26 S, R 22 E, SLBM, Grand County, Utah, more specifically described as follows;

Beginning at the North Quarter corner Section 27, T26S, R22E SLM and proceeding thence North 89°55' East 883.6 feet to the center line of Spanish Valley Drive; thence along said center line South 45°37' East 317.9 feet; thence along a 9°04'04" degree curve 431.8 feet (chord bears South 40°56'54" East 431.35 feet (deed call:2°10'); thence South 36°16'30" East 204.70 feet; thence West 1513.88 feet to the West line of the Northeast Quarter of said Section 27; thence North 0°03'30" West 711.90 (711.80) feet to the point of beginning and containing 20 acres, more or less.

WHEREAS, the Applicants have submitted an application requesting a rezone of the subject property from Rural Residential, (RR) to Small Lot Residential, (SLR) as defined by the Grand County Land Use Code (LUC);

WHEREAS, the *Grand County Land Use Code* was adopted by the Grand County Council on January 4, 1999 with Ordinance No. 299, Series 1999, and codified with Resolution 468 on April 15, 2008 and as amended to date, for the purpose of regulating land use, subdivision and development in Grand County in accordance with the *General Plan*;

WHEREAS, in a public hearing on November 11, 2015 the Grand County Planning Commission considered all evidence and testimony presented with respect to the subject application and forwarded an unfavorable recommendation to the Grand County Council, as the proposed rezone is not supported by the Future Land Use Plan as identified in the General Plan that was developed in 2012;

WHEREAS, due notice was given that the Grand County Council would meet to hear and consider the proposed rezone in a public hearing on December 15, 2015;

WHEREAS, the County Council has heard and considered all evidence and testimony presented with respect to the subject application and has determined that the adoption of this ordinance is in the best interests of the citizens of Grand County, Utah;

NOW, THEREFORE, BE IT ORDAINED by the County Council that it does hereby approve the rezone of the subject property from Rural Residential, to Small Lot Residential, based on rezone criteria.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this 19th day of January, 2016 by the following vote:

Those voting aye: _____

Those voting nay: _____

Those absent: _____

ATTEST:

Grand County Council

Diana Carroll, Clerk/Auditor

Elizabeth Tubbs, Chair

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JANUARY 19, 2016

Agenda Item: L

TITLE:	Adopting Proposed Resolution Approving a Conditional Use Permit Application for Edge of the Desert RV/Campground Located at 1251 Mill Creek Drive
FISCAL IMPACT:	N/A
PRESENTER(S):	Zacharia Levine, Community Development Director

Prepared By:

Zacharia Levine
Community Development
Director
(435)259-1371
zlevine@grandcountyutah.net

For Office Use Only:

Attorney Review:
N/A

RECOMMENDATION:

Move to adopt the proposed resolution approving the conditional use permit application for Edge of the Desert RV/Campground located at 1251 Mill creek Drive subject to the following conditions:

1. **Mobile Home Amortization** – Existing mobile homes will be removed from the site within 5 years of the date of CUP approval
2. **Right of Way** – No parking will be permitted within the County Road Right of Way
3. **Compatibility** – Due to the proximity to residential properties, three policies shall be instituted:
 - a. No outside burning
 - b. Noise curfew of 10:00 p.m. to 7:00 a.m., and
 - c. Screening will be required along with the eastern border.

And authorize Chair to sign all associated documents.

ATTACHMENT(S):

1. Draft Resolution
2. Staff Report

DRAFT

RESOLUTION _____ 2016

A RESOLUTION OF THE GRAND COUNTY COUNCIL APPROVING AN AMENDMENT TO THE CONDITIONAL USE PERMIT FOR EDGE OF THE DESERT RECREATIONAL VEHICLE CAMPGROUND

WHEREAS, Edge of the Desert, LLC, Richard and Sharon Relph (Applicants), are property owners of parcel No. 02-008-0062, Grand County, Utah, and contains 2.44 acres;

WHEREAS, the subject property is zoned Highway Commercial (HC) as more specifically described in the Grand County Land Use Code;

WHEREAS, the Edge of the Desert Mobile Home / Campground has been licensed since 1955 in, and;

WHEREAS, the Applicants have applied for an amendment of the Edge of the Desert Recreational Vehicle Campground located at 1251 Millcreek Drive, Moab Utah;

WHEREAS, the proposed amendment seeks to modify the plan to amortize the mobile homes within five (5) years and become a Recreational Campground. The 24 recreational vehicles sites shall contain full hookups (water, sewer, and electricity) and an office / laundry facility;

WHEREAS, the Grand County Planning Commission reviewed the subject application in a public hearing on December 9, 2015 and forwarded a favorable recommendation subject to the following conditions;

- **Mobile Home amortization** – Existing mobile homes will be removed from the site within 5 years of the date of CUP approval
- **Setbacks** - Move Lot 1 out of the required 10 foot side setback.
- **Right of Way** – No parking will be permitted within the County Road Right of Way
- **Compatibility** - Due to the proximity to residential properties, two policies shall be instituted:
 - No outside burning, and
 - Noise curfew of 10:00 p.m. to 7:00 a.m.
 - Screening will be required along the eastern border

WHEREAS, due notice was given that the County Council would meet to hear and consider this application on January 5, 2016 at a public hearing; and

WHEREAS, the County Council has considered all evidence and testimony presented with respect to the subject application.

NOW THEREFORE BE IT RESOLVED, that the Grand County Council hereby approves the Conditional Use Permit for Richard and Sharon Relph, for the modification to Edge of the Desert RV, subject to the following conditions and as illustrated on the Site Plan, attached as Exhibit "A" and dated December 3, 2015;

- **Mobile Home amortization** – Existing mobile homes will be removed from the site within 5 years of the date of CUP approval

- **Right of Way** – No parking will be permitted within the County Road Right of Way
- **Compatibility** - Due to the proximity to residential properties, two policies shall be instituted:
 - No outside burning, and
 - Noise curfew of 10:00 p.m. to 7:00 a.m.
 - Screening will be required along the eastern border

APPROVED by the Grand County Council in open session this ____ day of January, 2016, by the following vote:

Those voting aye: _____
Those voting nay: _____
Absent: _____

ATTEST

Grand County Council

 Diana Carroll, Clerk/Auditor

 Elizabeth Tubbs, Chair



S T A F F R E P O R T

MEETING DATE: January 5, 2016 – Public Hearing
TO: Grand County Council
FROM: Community Development Department
SUBJECT: Edge of the Desert RV Campground, Conditional Use Application

PLANNING COMMISSION RECOMMENDATION: APPROVAL WITH CONDITIONS

PLANNING COMMISSION RECOMMENDATION

The Grand County Planning Commission reviewed the referenced application in a public hearing on December 9, 2015 and voted to forward a recommendation to the County Council for approval subject to the following conditions:

1. **Mobile home amortization** – Existing mobile homes will be removed from the site within 5 years of the date of CUP approval
2. **Right of Way** – No parking will be permitted within the County Road Right of Way
3. **Compatibility** - Due to the proximity to residential properties, three policies shall be instituted:
 - a) No outside burning,
 - b) Noise curfew of 10:00 p.m. to 7:00 a.m.,
 - c) Screening will be required along the eastern border

BACKGROUND

General

This application is submitted by property owner and project developer, Richard and Sharon Relph (Applicants). The subject site is zoned Highway Commercial (HC) and consists of approximately 2.44 acres at 1251 Mill Creek Drive. Adjacent properties are zoned HC and Large Lot Residential and include commercial and single-family residential use.

Grand County purchased a right-of-way on Mill Creek Drive from the previous property owner when the Mill Creek bridge was rebuilt, which reduced the applicant's property along Mill Creek Dr. The front mobile home sites are now too small to utilize as mobile home sites. Applicants are able to use the sites for smaller RV sites and are planning to install park model recreational vehicles.

Applicants are not planning to add additional sites. The only proposed changes are to make the front sites RV sites, and bring the RV Park into compliance with current regulations. Because mobile homes are not currently allowed in RV Parks, existing units will be amortized out of use within 5 years of CUP approval.

Site plan demonstrates the following:

- Office space / laundry room and dumpster sites,
- 12 full service RV sites - 1800 square feet,
- 6 full service RV sites – 2400 square feet,
- 6 full service RV sites – 3080 square feet.

Recreational Vehicle/Travel Trailer Parks**Recreational vehicle/travel trailer parks shall comply with the following standards:**

Recreational vehicle/ camp parks are a conditional use in the HC zone district. The application complies with the use-specific standards developed for campgrounds found in land use code Sec. 3.2.2.L.

1. Each space may be occupied only by persons using travel trailer, truck campers, small cabins (traditional KOA-style) and tents for overnight, short duration or seasonal camping.

Site is compliant

2. Each RV / travel trailer space shall be at least 1200 square feet in area.

There are 24 proposed spaces range from approximately 1800 square feet to 3080 square feet.

3. Each cabin or tent space shall be at least 800 square feet in area.

No tent sites are proposed.

4. Each space shall be at least 30 feet in width.

Each space is at least 30 feet in width.

5. Each park shall be served by public water and sewer facilities.

A will serve letter is not warranted as the site is already serviced by GWSSA.

6. No space shall be located more than 200 feet from water and sewage service building.

RV spaces are full hook-up, i.e. include water, sewer, and power.

7. The County may require landscaping and screening pursuant to the provisions of Sec. 6.4, Landscaping and Screening.

The applicant illustrates the following:

- Screening fence along the eastern side of the property adjacent to the neighboring residential sites, pursuant to Sec. 6.10 of the LUC.
- The landscaping Sec. 6.4 of the LUC is required when there is a 25% addition to the site; the site will not have any additions, only a reduction in size of lots.

8. One tree of a species suitable for the area shall be provided for each two spaces, and shall be located in close proximity to those spaces. Existing and proposed trees on the site plan satisfy this requirement.

Highway Commercial District Standards – Sec. 2.10 of the LUC

1. *Utilize non-reflective siding materials on all wall facades:*
The existing building is compatible with this requirement.
2. *Utilize earth-tone colors on all structures to minimize contrast with the surrounding landscape:*
The application does not indicate which color schemes will be used.

Site Plan & General Development Standards

A. *Parking, Loading, and Refuse Areas*

Each RV space has parking per the land use code:

1 space per RV site = 24

Space is available at the office for additional parking.

B. *Driveways and Access*

Facility ingress and egress is off Mill Creek Dr. The County Road Supervisor has approved the existing access. Access to the individual front sites will no longer be accessed off Mill Creek Drive, as an internal drive is proposed.

Interior drives will be 20 feet wide. The fire department reviewed the plans and provided approval. Parking must be prohibited within the County road ROW.

C. *Fences and Walls*

See "H. Landscaped Screening and Compatibility Standards" below.

D. *Signs*

HC commercial zone districts are permitted one free standing onsite sign. The existing sign meets current standard.

F. *Lighting*

Applicants will provide lighting cut sheets for the park model buildings at building permit. No other lighting is expected.

G. *Drainage*

The drainage waiver plan has been reviewed and approved by Horrocks Engineers. No new impervious surface is expected.

H. *Compatibility Standards and Landscaped Screening*

The eastern property line is bound by the LLR zone district. Single family residences are located adjacent to the project. The site plan demonstrates compatibility and screening to meet the operational performance standards, compatibility standards, screening standards, and general conditional use permit. Due to the proximity to residential properties, two policies shall be instituted:

- o No outside burning, and
- o Noise curfew of 10:00 p.m. to 7:00 a.m.

I. *Operational Performance Standards*

Compliance with operational performance standards is an ongoing obligation. Impacts on the adjacent residences should be given consideration during the site planning process. Staff feels that adequate screening is provided. Use activities permitted by this conditional use permit on the eastern border of the site will not greatly exceed those currently permitted.

J. *Utilities*

The site is currently served by all utilities, no expansion is necessary.

Conditional Use Permit Standards

Because of its unique characteristics or potential impacts, a conditional use may not be compatible in some areas or may be compatible only if certain conditions are required that reasonably mitigate said impacts.

1. Effect on Environment and 3. External Impacts

Identification of site locations and setbacks from the property lines, combined with screening techniques, will reduce the potential for negative impacts. No open fires and a noise curfew will also benefit the surrounding properties. The site is currently used as a mix of RV/campground and mobile home sites. New activity will not significantly exceed current activity.

2. Compatible with Surrounding Area

No changes to the existing layout are proposed – only use changes are proposed on 12 of the 24 sites. Although not required, a front landscaping strip could provide beneficial screening. Also due to the proximity to residential properties, two policies shall be instituted:

- No outside burning, and
- Noise curfew of 10:00 p.m. to 7:00 a.m.

4. Infrastructure Impacts Minimized

All utilities are available and approved by the appropriate agencies. A drainage waiver has been reviewed and approved by Horrocks Engineers.

5. Consistent with the LUC and General Plan

The campground meets the use-specific standards outlined in the land use code. The location is within the commercial node as identified in the General Plan.

6. Parcel Size

No additional acreage is required.

Conclusion

- Conditional Use is adequately addressed,
- Existing mobile homes, which are not permitted within RV/Campgrounds, will be removed within 5 years of the date of approval for this conditional use permit, as neither the applicant nor staff want to displace long-term residents of the existing site,
- Site requirements for a RV park have been met,
- The sign is existing and meets the requirements of the sign ordinance,
- The sites have enough space to accommodate additional parking,
- Interior road ways are road base (hard packed gravel),
- ADA requirements for campsites and cabins will be ensured through the building code,
- Fire Department has provided an approval letter. (attached)

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JANUARY 19, 2016

Agenda Item: M

TITLE:	Adopting Proposed Proclamation Recognizing January 24-30, 2016 as Grand County School Choice Week
FISCAL IMPACT:	None
PRESENTER(S):	Chairwoman Tubbs, Submitted by Andrew Campanella

Prepared By:

Bryony Chamberlain
 Council Office
 Coordinator
 (435) 259-1346

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to adopt the proposed proclamation recognizing January 24-30, 2016 as Grand County School Choice Week and authorize the Chair to sign all associated documents.

BACKGROUND:

Andrew Campanella from National School Choice Week requested a proclamation. He states:

“We are respectfully requesting that you consider joining dozens of county leaders across the country in officially recognizing January 24-30, 2016 as School Choice Week in Grand County.

To date, there are several celebrations planned in Grand County for School Choice Week, which will feature an unprecedented 15,500 events nationwide.

National School Choice Week is entirely nonpolitical and nonpartisan, and we do not advocate for or against any legislation. Our goal is simply to raise awareness, among parents, of the K-12 education options available to their children”.

ATTACHMENT(S):

1. Proposed Proclamation

Grand County Proclamation

A Proclamation Commemorating Grand County School Choice Week

WHEREAS all children in Grand County should have access to the highest-quality education possible; and,

WHEREAS Grand County recognizes the important role that an effective education plays in preparing all students in Grand County to be successful adults; and,

WHEREAS quality education is critically important to the economic vitality of Grand County; and,

WHEREAS Grand County is home to a multitude of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS Grand County has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, the Grand County Council, does hereby recognize January 24-30, 2016 as GRAND COUNTY SCHOOL CHOICE WEEK in Grand County Utah, and do hereby call this observance to the attention of all of our citizens.

Elizabeth Tubbs, Chair
Grand County Council

Date

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JANUARY 19, 2016

Agenda Item: O-1

TITLE:	Approving Volunteer Appointment(s) to District and County Boards and Commissions: 1. Library Board
FISCAL IMPACT:	None
PRESENTER(S):	Council Member Ballantyne, Council Liaison to the Board

Prepared By:

Bryony Chamberlain
 Council Office
 Coordinator

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the appointments of Daniel McNeil and Jenna Woodbury to serve on the Library Board, with term expiring 12/31/2019 and authorize the Chair to sign all associated documents.

BACKGROUND:

The Library Board met in an open meeting and reviewed two applications submitted for two open vacancies as of 12/31/2015. The Board voted to forward the recommendations of applicants Daniel McNeil and Jenna Woodbury to the County Council for appointment, with terms expiring 12/31/2019.

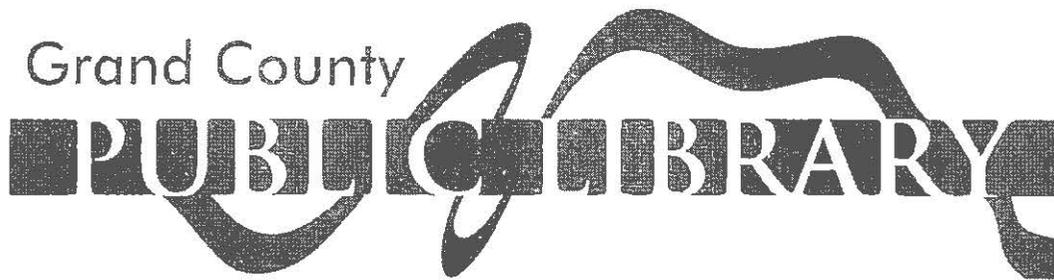
No other applications have been received.

Resolution No. 3007 establishes a board appointment process and requirements of board members, commissioners, and committees. Board Members agree, in signing the application, to abide by Conflict of Interest Ordinance No. 462.

Upon appointment, the Council's Office will mail the appointee a letter congratulating them and inviting them to a training/orientation to be scheduled for 2016.

ATTACHMENT(S):

1. Board recommendation
2. Application received



257 East Center Street · Moab, Utah 84532
435-259-1111 · www.moablibrary.org

January 14, 2016

Grand County Council
125 E. Center Street
Moab, UT 84532

Re: Grand County Public Library Recommendation Letter

Dear Grand County Council Members:

The Grand County Public Library Board received two applications for two regular member open vacancies. In December 2015, I interviewed both candidates.

On January 14, 2016 the Grand County Public Library Board met in an open meeting and voted unanimously to recommend to Council, Daniel McNeil and Jenna Woodbury, terms ending 12/31/2019 based on my recommendation.

Thank you.


Chad Niehaus,
Library Board Chair

KaLeigh Welch

From: noreply@civicplus.com
Sent: Thursday, December 03, 2015 1:07 PM
To: kaleighwelch@grandcountyutah.net; council@grandcountyutah.net
Subject: Online Form Submittal: Board, Commission, Committee & Special Service District Application & Certification From

Board, Commission, Committee & Special Service District Application & Certification From

Board, Commission, Committee & Special Service District Application & Certification From

Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or council@grandcountyutah.net

Board, Commisison, Library Board
Committeeor Special
Service District Applied
For:

Name: Daniel McNeil

Mailing Address: 164 S 300 E #5

City: Moab

State: UT

Zip Code: 84532

Day Phone: 435-260-9646

Email Address: 007danimal@gmail.com

In what year did you establish your current residency in Grand County? 2004

If not Grand County, which county do you reside in? *Field not completed.*

Occupation or professional training: May 2015: GE Capital Bank's INVEST IN SUCCESS; participant (Intensive nonprofit leadership training designed to emulate corporate executive education seminars) • 2008: Research Associates CERTIFIED GRANTS SPECIALIST TRAINING, participant • 2004: BA, University of Vermont

(Comparative Religion, English)

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

2013 – Present: MOAB SUN NEWS; quarterly columnist 2005 – Present: GRAND AREA MENTORING; Program Director • Established the design, policy, and procedure for school-based youth mentoring program in Grand County • Implemented school district & community integration: marketing, collaboration, and outreach • Secured annual budget in partnership with private and public sources, including the U.S. Department of Education, federal appropriations, Grand County School District, foundations, businesses, and individuals • Managed program staff and 130 weekly volunteer & student participants • Maintained program fidelity according to local, state, and federal standards • Executed continuous improvement and sustainability measures 2004 – 2005: GRAND COUNTY MIDDLE SCHOOL; Seventh Grade Special Education Teacher

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

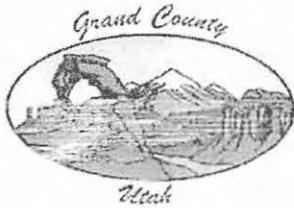
2010 – Present: MOAB TOASTMASTERS; at times served as president, secretary, treasurer, and/or Speechcraft leader 2005 – Present: MOAB COMMUNITY ACTION COALITION; member • Collaborated with other prevention programs to develop community resources for the prevention of at-risk behavior such as underage drinking, teen pregnancy, tobacco use, and prescription drug abuse 2007 – 2011: MOAB POETS & WRITERS; board of directors member

Grand County Resolution 3007 (December 2013) contains the following Board Member requirements:

- Must be a Grand County resident (unless otherwise noted);
- Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled;
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year;
- Board Members shall have the appropriate expertise when required by law;
- Submit applications to the Council's Office in accordance with the requirements contained in the notice;
- Agree to abide by the County's Conflict of Interest Ordinance.

Additionally, the State Code has the following requirements for Special Service Districts in Grand County:

- No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;



Board and Commission Application and Certification Form

RECEIVED
OCT 28 2015
BY: VW

Instructions: Complete and sign this form and return it to Grand County Council Office, 125 F. Center St., Moab, UT 84532; fax: 435-259-2574; or council@grandcountyutah.net

Board or Commission Position Applied For: LIBRARY BOARD

Name: Jenna Woodbury

Mailing Address: 508 E 200 S

City: MOAB

State: UT

ZIP Code: 84532

Day Phone: 435-259-3570

Email Address: jennadubya@yahoo.com

In what year did you establish your current residency in Grand County? 1995
(residency is required for all Boards, some District boards require residency within the District, which may not include Moab City limits, two years' residency prior to assuming board membership is required for Planning Commission)

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah)

Occupation or professional training: Small business owner/property management

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page)

(See next page)

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

I am an avid reader, English major,
and mom to 2 boys who LOVE the library
& the children's librarians. We really value
our wonderful library & view it as a great
resource, so I hope to have the opportunity
to give back to the library.

Grand County Resolution 3007 (December 2013) contains the following Board Member requirements:

- Must be a Grand County resident (unless otherwise noted);
- Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled;
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year;
- Board Members shall have the appropriate expertise when required by law;
- Submit applications to the Council's Office in accordance with the requirements contained in the notice;
- Agree to abide by the County's Conflict of Interest Ordinance.

Additionally, the State Code has the following requirements for *Special Service Districts in Grand County*:

- No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;
- No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;
- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Signature:

Jenna Worley

Date:

10/28/15

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JANUARY 19, 2016

Agenda Item: O-2

TITLE:	Approving Volunteer Appointment(s) to District and County Boards and Commissions: 2. Noxious Weed Control Board
FISCAL IMPACT:	None
PRESENTER(S):	Council Member Paxman, Council Liaison to the Board

Prepared By:

Bryony Chamberlain
 Council Office
 Coordinator

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the re-appointment of Mearl Sheldon to serve on the Noxious Weed Control Board, with term expiring 12/31/2019 and authorize the Chair to sign all associated documents.

BACKGROUND:

The Noxious Weed Control Board met in an open meeting on and reviewed the application submitted for one open vacancy. The Board voted to forward the recommendation of applicant Mearl Sheldon to the County Council for re-appointment, with term expiring 12/31/2019.

No other applications have been received.

Resolution No. 3007 establishes a board appointment process and requirements of board members, commissioners, and committees. Board Members agree, in signing the application, to abide by Conflict of Interest Ordinance No. 462.

Upon appointment, the Council's Office will mail the appointees a letter congratulating them and inviting them to a training/orientation to be scheduled for 2016.

ATTACHMENT(S):

1. Board recommendation
2. Application received



Grand County Noxious Weed Control Board
Jordan Davis, Chairman
125 East Center Street
Moab, Utah 84532
(435) 259-1369
Fax (435) 259-1383
twhiggs@grandcountyutah.net



Grand County Council
Elizabeth Tubbs, Chair
Council Chambers
125 E. Center St.
Moab, UT 84532

Dear, Grand County Council

We, the Grand County Noxious Weed Board met on January 4, 2016 and reviewed an application, submitted by Mearl Sheldon, to become a member of the Grand County Weed Board.

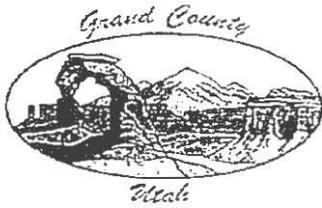
The weed board voted 3 to 0 to recommend that you, the County Council approve Mr. Sheldon to become a member of the Noxious Weed Control Board with the term expiring on December 31, 2019.

If you have any questions please feel free to call me at my office at 259-2100 and ask for Jordan Davis.

Sincerely,

A handwritten signature in cursive script that reads "Jordan Davis".

Jordan Davis, Chairman
Grand County Noxious Weed Control Board



Board and Commission Application and Certification Form

Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or council@grandcountyutah.net

Board or Commission Position Applied For: Weed Board

Name: Mearl Sheldon

Mailing Address: 386 North 100 West

City: Moab State: UT ZIP Code: 84532

Day Phone: 435-259-8181 Email Address: mearl@spanishvalleymortuary.com

In what year did you establish your current residency in Grand County? 2007

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) _____

Occupation or professional training: Mortician

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed attach a separate page):

Been on this board for about 6 years

Grew up on a farm in Montana

Hate Weeds

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

_____ Work with hazardous and non-hazardous chemicals _____
_____ flexible schedule to help when available _____

Grand County Resolution 2806 (November 2007) contains the following Board Member requirements:

- Must be a Grand County resident (unless otherwise noted);
- Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled;
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year;
- Board Members shall have the appropriate expertise when required by law;
- Submit applications to the Council's Office in accordance with the requirements contained in the notice;
- Agree to abide by the County's Conflict of Interest Ordinance.

Additionally, the State Code has the following requirements for *Special Service Districts in Grand County*:

- No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;
- No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;
- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Signature:  Date: 12/1/15

Council's Office • 125 E. Center St. • Moab, UT 84532 • (435) 259-1346 • www.grandcountynutah.net

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JANUARY 19, 2016

Agenda Item: O-3

TITLE:	Approving Volunteer Appointment(s) to District and County Boards and Commissions: 3. Transportation Special Service District Board
FISCAL IMPACT:	None
PRESENTER(S):	Council Member Jackson, Council Liaison to the Board

Prepared By:

Bryony Chamberlain
 Council Office
 Coordinator

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the appointment of Dave Adams to serve on the Transportation Special Service District Board, with term expiring 12/31/2019 and authorize the Chair to sign all associated documents.

BACKGROUND:

The Transportation Special Service District met in an open meeting and reviewed two applications submitted for one open vacancy. The Board voted to forward the recommendation of applicant Dave Adams to the County Council for appointment, with term expiring 12/31/2019.

Other Application Received:

William Love

Resolution No. 3007 establishes a board appointment process and requirements of board members, commissioners, and committees. Board Members agree, in signing the application, to abide by Conflict of Interest Ordinance No. 462.

Upon appointment, the Council's Office will mail the appointees a letter congratulating them and inviting them to a training/orientation to be scheduled for 2016.

ATTACHMENT(S):

1. Board recommendation
2. Applications received

January 14, 2016

Grand County Council
125 E. Center Street
Moab, UT 84532

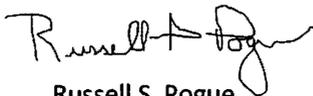
Re: Grand County Transportation Special Service District Recommendation Letter

Dear Grand County Council Members:

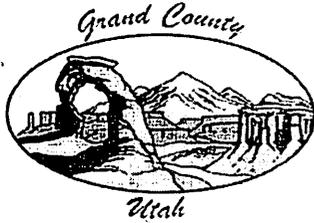
The Grand County Transportation SSD received 2 applications for 1 open vacancy. The Grand County Transportation SSD met on January 12, 2016 and interviewed 2 candidates, William Love, and Dave Adam.

January 12, 2016 the Grand County Transportation SSD met in an open meeting and voted unanimously to recommend to Council Dave Adam term ending December 31, 2019.

Thank you,

A handwritten signature in black ink, appearing to read "Russell S. Pogue". The signature is written in a cursive style with a large, looping initial "R".

Russell S. Pogue
Treasurer



Board and Commission Application and Certification Form

RECEIVED
JAN 06 2016

Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or council@grandcountyutah.net

Board or Commission Position Applied For: Transportation

Name: David Adams

Mailing Address: 1336 Red Valley Ct.

City: Moab State: Utah ZIP Code: 84532

Day Phone: 435 327 2880 Email Address: cojeep84@yahoo.com

In what year did you establish your current residency in Grand County? 2006

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) _____

Occupation or professional training: certified secondary education teacher
Bachelor's degrees in History: teaching, and Recreation Management and Youth Leadership
List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

For the first two years I lived in Moab, I was a tour guide doing land tours for Tag-A-Long Adventures, this gave me an opportunity to explore many of the back roads in Grand County.

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

I first came to Moab in 1999 to Jeep and explore the back country. Before moving here, in 2004, I made numerous trips down here to continue my exploration of the area's back roads and trails. Shortly after moving here I became the Land Use Officer in the Red Rock 4 Wheelers, a position which I still have 11 years later. Some of my responsibilities include: obtaining permits from the BLM;

continued...

Grand County Resolution 2806 (November 2007) contains the following Board Member requirements:

- Must be a Grand County resident (unless otherwise noted);
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- All terms shall end December 31st with the new member taking office the first meeting in January of the following year;
- Board Members shall have the appropriate expertise when required by law;
- Submit applications to the Council's Office in accordance with the requirements contained in the notice;
- Agree to abide by the County's Conflict of Interest Ordinance.

Additionally, the State Code has the following requirements for *Special Service Districts in Grand County*:

- No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;
- No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;
- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Signature: _____

Date: _____

SITLA, Forest Service, and local National Parks to conduct the annual Easter Jeep Safari. Obtaining these permits has given me a vast knowledge of the area's back roads and trail systems. As an avid jeoper, I have spent countless hours over the last 17 years exploring Moab's back country. So I also have a very intimate knowledge of the terrain the ground as well.

I am very active in the land use scene in the Moab area and have contributed to the BLM's 2008 Resource Management Plan, and gave input on the recent Public Lands Initiative. I am very interested in helping maintain public access to public lands and roadways.

I am currently serving on the Recreation Special Service District board, and while I have a lot still to learn, I have a good working knowledge of how these type of boards function.

I thank you for the opportunity to serve with you on this board, and believe my background and experience would be an asset to this Transportation board.

City: Moab
State: Utah
Zip Code: 84532
Day Phone: 435-259-4626
Email Address: sombra@frontiernet.net

In what year did you establish your current residency in Grand County? 1990

If not Grand County, which county do you reside in? *Field not completed.*

Occupation or professional training: Finance and Budgets

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying: Extensive experience in business financial applications

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying: I agree 100% with the county's original purpose for creating the transportation district. I do not agree with the transportation districts support for the Book Cliffs Road. The \$10,000 given for the Book Cliffs Road could have been better used by the road department for equipment. The money was wasted.

Grand County Resolution 3007 (December 2013) contains the following Board Member requirements:

- Must be a Grand County resident (unless otherwise noted);
- Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled;
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year;
- Board Members shall have the appropriate expertise when required by law;

- Submit applications to the Council's Office in accordance with the requirements contained in the notice;
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- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Applicant Certification	By checking this box and typing my name below, I am electronically signing my application.
First Name	William
Middle Initial	E
Last Name	Love
Date:	10/4/2015

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CONSENT AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JANUARY 19, 2016

Consent Agenda Item: P-S

TITLE:	<p>P. Approving Correction to 2016 Annual Council Meeting Schedule to Correct the Regular County Meeting from Wednesday, November 2, 2016 to Tuesday November 1, 2016</p> <p>Q. Approving 2016 Letter of Support for a Grant for the Moab Music Festival</p> <p>R. Approving 2016 Letter of Support for Green River Medical Center (GRMC) Service Area Competition (SAC) Application</p> <p>S. Ratifying Chair's Signature of State Contract with Honnen equipment Company for the Purpose of Providing an annual Lease of Extendahoe-Backhoe at \$891.37 Annually</p>
FISCAL IMPACT:	See Corresponding Agenda Summary, if any
PRESENTER(S):	None

Prepared By:

Bryony Chamberlain
Council Office Coordinator
435-259-1346
bchamberlain@grandcountyutah.net

RECOMMENDATION:

I move to adopt the consent agenda as presented and authorize the Chair to sign all associated documents.

BACKGROUND:

See corresponding agenda summary, if any, and related attachments.

FOR OFFICE USE ONLY:

Attorney Review:
N/A

ATTACHMENT(S):

See corresponding agenda summary, if any, and related attachments.

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JANUARY 19, 2016

Agenda Item:P

TITLE:	Approving Correction to 2016 Annual Council Meeting Schedule to Correct the Regular County Council Meeting from Wednesday, November 2, 2016 to Tuesday, November 1, 2016
FISCAL IMPACT:	None
PRESENTER(S):	Ruth Dillon, Council Administrator

Prepared By:

Ruth Dillon
Council Administrator
435-259-1347
rdillon@grandcountyut
ah.net

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the correction to the 2016 Annual Council Meeting Schedule to correct the County Council Meeting from Wednesday, November 8, 2016 to Tuesday, November 1, 2016.

BACKGROUND:

Initially the thought was that Election Day 2016 would be the first Tuesday (November 1), but in fact it is the first Tuesday following the first Monday (November 8). Therefore, the County Council can meet on the first Tuesday as usual.

ATTACHMENT(S):

1. Updated Annual Meeting Schedule

GRAND COUNTY COUNCIL 2016 MEETING SCHEDULE

NOTICE IS HEREBY GIVEN of the Grand County Council's regularly scheduled 2016 open and public meetings. Meetings will be held monthly on 1st & 3rd Tuesdays, at 4pm for administrative and public interest matters. Council Administrative Workshops, if needed, will be held on 5th Tuesdays at 9am. All meetings will be held in the Council Chambers of the Courthouse at 125 East Center Street, Moab, Utah. Meeting dates, times and location are subject to change.

Council Meetings (1st & 3rd Tuesdays, 4pm)

January 5 & 19
February 2 & 16
March 1 & 15
April 5 & 19
May 3 & 17
June 7 & 21
July 5 & 19
August 2 & 16
September 6 & 20
October 4 & 18
November 1 & 15
December 6 & 20

Council Administrative Workshops (5th Tuesdays, 9am, if needed)

March 29
May 31
August 30
November 29

For agendas and more information, visit www.grandcountyutah.net and the State Public Meeting Notice website at pmn.utah.gov. Requests, or any questions or comments can be communicated to:

Bryony Chamberlain
Council Office Coordinator
council@grandcountyutah.net
(435) 259-1346



GRAND COUNTY COUNCIL MEMBERS
Elizabeth Tubbs (Chair) · Jaylyn Hawks (Vice Chair)
Chris Baird · Ken Ballantyne · A. Lynn Jackson
Mary McGann · Rory Paxman

January 19, 2016

To Whom It May Concern:

The Moab Music Festival is a significant event for Moab and Grand County both culturally and economically, and I am writing on behalf of the Grand County Council to urge you to support this important Utah cultural institution.

The Festival's educational programs provided by the artist in residence for children and youth in the Grand County Schools and for adults interested in music have been a wonderful addition to our community over the years. The Festival is one of our major links to the world of international caliber professional musicianship, bringing not only world class classical, but also jazz and traditional musicians to our community.

From a tourism perspective, the Festival brings in a large group of affluent visitors during our late summer shoulder season. Festival time in our community is good for business and good for the many local people who enjoy the fine musicianship that is a hallmark of the Festival.

I hope you will help nurture Moab's cultural and economic environment with a grant to the Moab Music Festival.

Sincerely,

Elizabeth A. Tubbs
Grand County Council Chair



GRAND COUNTY COUNCIL MEMBERS
Elizabeth Tubbs (Chair) · Jaylyn Hawks (Vice Chair)
Chris Baird · Ken Ballantyne · A. Lynn Jackson
Mary McGann · Rory Paxman

January 19, 2016

Ms. Mary Winters, Executive Director
Green River Medical Center
PO Box 417
Green River, Utah 84715

Re: Application for Service Area Competition (HRSA-16-008)

Dear Ms. Winters,

Grand County Council is pleased to offer our support of the Green River Medical Center, (GRMC) and their Federal Grant Application for a 2016 Service Area Competition (SAC) to serve Emery and Grand Counties. It is our understanding that Green River Medical Center is a Non Profit Federally Qualified Health Center since 1985 and one of the smallest Community Health Centers in the nation. The proposed SAC funding enables the GRMC to provide a full range of healthcare services for the community, surrounding communities and vast numbers of tourists and transient people passing on the I-70 corridor. GRMC is the only medical facility on a 225 mile stretch on Interstate 70 and a 110 mile stretch on Highway 6 & 50.

GRMC services offered are primary, preventive, emergency, and urgent care. Services also include a comprehensive set of specialty care referrals and medication and care management. GRMC provides in-house labs, radiology, and contracts to provide telepharmacy and diagnostic laboratory services. GRMC also contracts with the University of Utah for Echo testing.

GRMC's purpose is to provide quality health services to all, including those facing financial, geographic, and/or cultural barriers to health care.

On behalf of Grand County Council I urge the approval of Green River Medical Center's SAC application.

Sincerely,

Elizabeth A. Tubbs
Grand County Council Chair

STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER PD2237

1. CONTRACTING PARTIES: This State Cooperative Contract is between the **Division of Purchasing and General Services**, an agency of the State of Utah, referred to as the Division, and the following Contractor:

Honnen Equipment Co.
Name
1380 So. Distribution Drive
Address
Salt Lake City Utah 84104
City State Zip

LEGAL STATUS OF CONTRACTOR

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

Contact Person Dave Haymond Phone #801-262-7441 Fax # 801-261-1857 Email davehayond@honnen.com
Federal Tax ID# 26-4578975 Vendor #VC0000138204 Commodity Code #76003

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:

Annual lease of Extendahoe - Backhoe

3. CONTRACT PERIOD: Effective date: May 1, 2015 Termination date: April 30, 2020 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): _____
4. PRICING AS PER THE ATTACHMENT: \$891.37 Annual Payment, \$20.00 per hour over 300 hrs., \$79,995.27 Purchase Price (new)

PAYMENT TERMS: 30 PROMPT PAYMENT DISCOUNT (if any): N/A.

DAYS REQUIRED FOR DELIVERY: 30

MINIMUM ORDER: N/A

FREIGHT TERMS: N/A

5. ATTACHMENT A: State Cooperative Standard Terms and Conditions for Goods or Services
ATTACHMENT B: Scope of Work - Pricing
ATTACHMENT C: Master Lease Agreement with Deere Credit Inc.
ATTACHMENT D: Sample Lease Schedule, Sample Equipment Return Provisions, Sample Delivery & Acknowledgement Documents

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid #LC15065 dated 3/26/15.
7. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Mark E. Honnen 5/07/15
Contractor's Signature Date

MARK E. HONNEN, PRESIDENT
Type or Print Name and Title

STATE OF UTAH

Pamela 5/15/15
Director, Div. of Purchasing & General Svcs. Date

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

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

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible Users shall have the right to identify, during and after this Contract, additional types of categories of information that must be kept confidential under federal and state laws by Contractor.
 - b) "**Contract**" means either: (i) the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference, or (ii) the Solicitation and the Proposal when accepted and signed by the Division. The format of the Contract, as described in the prior sentence, will be at the sole option of the Division. Additionally, the term "Contract" may include any purchase orders issued by the Division that result from this Contract.
 - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the Division and Contractor sign.
 - d) "Contractor" means the individual or entity delivering the Goods identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "**Division**" means the State of Utah Division of Purchasing.
 - f) "**Eligible User(s)**" means the State of Utah's government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts will be allowed to use this Contract.
 - g) "**End User Agreement**" means any agreement, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement in which the Eligible Users are required to sign in order to participate in this Contract.
 - h) "**Goods**" means all types of tangible personal property (commodities), including but not limited to materials, supplies, and equipment that Contractor is required to deliver to the State Entity under this Contract. To the extent this Contract entails delivery or performance of services (including maintenance, installation, or product support) such services will be deemed "Goods" within the meaning of the Utah Uniform Commercial Code when reasonable to do so.
 - i) "**Proposal**" means Contractor's response to the Division's Solicitation.
 - j) "**Solicitation**" means the documents used by the Division to obtain Contractor's Proposal.
 - k) "**State of Utah**" means the State of Utah, in its entirety, including its departments, institutions, agencies, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - l) "**Subcontractors**" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all the Goods delivered under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and Eligible User staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This "Status Verification System" requirement, also referred to as "E-Verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
 1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or of the State of Utah, unless disclosure has been made to the Division.

7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users, and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the Division, Eligible Users, or the State of Utah. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the Division and Contractor, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if identified elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon thirty (30) days written termination notice being given to the other party. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

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

If a written notice is delivered, the Eligible User will reimburse Contractor for the Goods properly ordered until the effective date of said notice. The Division, the Eligible User, and the State of Utah will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SALES TAX EXEMPTION:** The Goods under this Contract will be paid for from the Eligible User's funds and may be used in the exercise of the Eligible User's essential functions. Upon request, the Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
15. **WARRANTY:** Contractor warrants, represents and conveys full ownership, clear title free of all liens and encumbrances to the Goods delivered to the Eligible Users under this Contract. Contractor warrants for a period of one (1) year that: (i) the Goods perform according to all specific claims that Contractor made in its Proposal to the Solicitation; (ii) the Goods are suitable for the ordinary purposes for which such Goods are used; (iii) the Goods are suitable for any special purposes identified in the Proposal and the Solicitation; (iv) the Goods are designed and manufactured in a commercially reasonable manner; (v) the Goods are manufactured and in all other respects create no harm to persons or property; and (vi) the Goods are free of defects. Unless otherwise specified in the Contract, all Goods provided shall be new and unused of the latest model or design.

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

16. **INSURANCE:** Contractor shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Contractor also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the required insurance policies to the Division within thirty (30) days of contract award. Contractor must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance, as required, will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.
17. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
18. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Goods based upon the same terms, conditions, and prices of this Contract.
19. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Goods from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
20. **QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.
21. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
22. **DELIVERY:** Time is of the essence for all deliveries made under this Contract. All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Eligible User, except as to latent defects, fraud, or Contractor's warranty obligations. Contractor's failure to provide the Goods by the required delivery date is deemed a material breach of this Contract. Contractor shall be responsible for the customary industry standard in packing and shipping the Goods.
23. **REPORTS AND FEES:**
 1. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.
 2. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The quarterly report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address: salesreports@utah.gov.
 3. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

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

If Contractor delivers nonconforming Goods, the Eligible User may, at its option and at Contractor's expense: (i) return the Goods for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Goods; or (iii) obtain replacement Goods from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Goods without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Eligible User to redeliver the corrected Goods. Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

26. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Goods to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.
27. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or by a Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Division, the Eligible User, and the State of Utah from all claims and all liability to the Contractor. The Eligible User's payment for the Goods shall not be deemed an acceptance of the Goods and is without prejudice to any and all claims that the Division, Eligible User, or the State of Utah may have against Contractor.
28. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible User, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
29. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Goods, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
30. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.
31. **REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The Division may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the Division may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division or the State of Utah; or (v) demand a full refund of any payment that an Eligible User has made to Contractor under this Contract for Goods that do not conform to this Contract.
32. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The Division may terminate this Contract after determining such delay will prevent successful performance of this Contract.
33. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the Division and the relevant Eligible User of any potential or actual misuse or misappropriation of Confidential Information.
Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Division, the Eligible User, and the State of Utah, including anyone for whom the Division, the Eligible User, or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
34. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be done in writing.
35. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies.
36. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any



STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT
CONTRACT NUMBER: PD2237

May 20, 2015

Revision number: Purchasing Agent: Linda Crawford
Phone #: (801)538-3150
Email: lindacrawford@utah.gov

Item: ANNUAL RENTAL FOR EXTENDAHOE - BACKHOE

Vendor: VC0000138204 Honnen Equipment Co.
1380 So. Distribution Drive
Salt Lake City, UT 84104

Internet Homepage: www.honnen.com

General Contact: Dave Haymond
Telephone: (801) 262-7441
Fax number: (801) 261-1857
Email: davehaymond@honnen.com

Usage Report Contact: Same

Reporting Type: Item-Line

Brand/trade name: John Deere

Price: See attached pricing
Terms: Net 30
Effective dates: May 01, 2015 through April 30, 2020
Days required for delivery: 30 Days
Price guarantee period: 1 Year
Freight: N/A
Minimum order: N/A
Min shipment without charges:
Other conditions:

Please note that users of this contract must fill out and sign Attachments C & D and return to Honnen.

This is a new contract.

Solicitation #: LC15065

Administrative Fee: The administrative fee for this contract is **0.50%** and is already included in the contract price.

This contract covers only those procurement items listed. When placing orders, make sure to identify your organization as a government entity and provide the contract number. It is the responsibility of the ordering agency to ensure that the vendor is given the correct delivery and billing address. Agencies should return to the vendor any invoice which reflects incorrect pricing. Other items ordered that are not listed on the contract must be invoiced separately.

State agencies are to place orders directly with the vendor creating a PRC in Finet.

This contract information sheet is subject to change. State Purchasing doesn't recommend that you print a copy due to the

potential to change. Always view contract information online at www.purchasing.utah.gov

Please contact the Purchasing Agent listed above if you have questions or concerns.

PART III, DETAILED SPECIFICATIONS

1 Design:

- 1.1 Shall be extendable telescopic arm, four wheel drive (4WD), with stabilizer and flip pads, built for construction operations.

Comply - X Exceptions - None

2 Performance Requirements:

- 2.1 Operating weight shall be 17,000 pounds SAE minimum, exclusive of tire ballast and equipment per the following spec.
- 2.2 Digging depth shall be 17' 6" extended minimum.
- 2.3 Dump cylinder breakout force to be 9,400 lbs minimum.
- 2.4 Lift capacity to full height of 6,000 lbs minimum.
- 2.5 Machine shall be able to reach maximum lift capacity at any engine speed.
- 2.6 Bucket shall be a minimum of 82 inches with a 1.03 cubic yard heaped rated capacity.
- 2.7 Loader shall be automatic self-leveling with single lever control "+ " pattern equipped with positive hold float.
- 2.8 Return to dig and clutch cut out button on the loader control lever shall be included.
- 2.9 Bucket position indicator.
- 2.10 Swing arc equal to or greater than 180-degree minimum.
- 2.11 Ride control will smooth the ride under all operating conditions.

Comply - X Exceptions - None

3 Engine:

- 3.1 Shall be turbocharged, four (4) cylinder, diesel, water-cooled **Tier 4 Final**
- 3.2 Engine shall have coolant protection to a minimum -34 degrees.
- 3.3 Engine shall have full –flow spin-on type oil filter(s).
- 3.4 Engine shall meet all current Tier and Federal standard(s).
- 3.5 Engine shall have 93-horse power (HP) minimum.
- 3.6 Air cleaner shall be dry element with dust evacuator and indicator minimum.
- 3.7 Engine to have block heater.
- 3.8 Engine shall be equipped with an alternator that has a charging capacity of 120 amperes.

Comply - X Exceptions - None

4 Transmission:

- 4.1 Shall be equipped with a full power shift direction, 4 speed forward and 2 reverse speed or fully synchronized 4-speed minimum.
- 4.1 Shall be all wheel drive.
- 4.2 Electro-hydraulically shift forward and reverse shuttle clutches.

Comply - X Exceptions - None

5 Instrumentation:

- 5.1 Instrumentation shall be easily visible to the operator with lights for nighttime visibility.
- 5.2 Unit shall be equipped with but not limited to the following gauges, indicators, and alarms.
 - 5.2.1 Gauges to include engine coolant, engine oil, voltage, fuel quantity minimum.
 - 5.2.2 Audible alarm for high engine coolant and low engine oil pressure minimum.

Comply - X Exceptions - None

6 Steering:

- 6.1 Shall be full power assisted with emergency dead engine steering capability.

Comply - X Exceptions - None

7 Brakes:

- 7.1 Brakes shall be individually applied; power assisted; hydraulically actuated; maintenance-free self-adjusting; outboard mounted; wet disc with two (2) per side.
- 7.2 Parking / Service brakes shall be independent of the service brake system.
- 7.3 Foot-operated brake pedals shall be able to be interlocked for roading.
- 7.4 Brakes shall be fully self-adjusting.

Comply - X Exceptions - None

8 Tires :

- 8.1 Shall be 10-Ply Minimum.

Comply - X Exceptions - None

9 Cab:

- 9.1 ROPS / Cab meeting the criteria of current SAE J1040 and J1043 standards including the following.
 - 9.1.1 Seat to be deluxe cloth design, cushioned, and have suspension with easy sting design to access backhoe operations.
 - 9.1.2 Seat belt meeting current SAE J1386 standard.
 - 9.1.3 Windshield equipped with wipers and washer systems front and rear.
 - 9.1.4 Engine throttle control located within easy reach of the operator.
 - 9.1.5 Insulated cab for maximum temperature and sound control.
 - 9.1.6 Door left side with windows on both sides that can be partially opened for ventilation.
 - 9.1.7 Air-Conditioning to be factory installed.
 - 9.1.8 Heater to be factory installed.
 - 9.1.9 Mirrors left and right external with inside rear view mirror.
 - 9.1.10 Steering column able tilt with single handle lock.

Comply - X Exceptions - None

10 Safety and Special Equipment to include:

- 10.1 Vandalism protection as provided by the manufacture.
- 10.2 Outrigger pads reversible (flip-pads) to accommodate both earth and paved surfaces.
- 10.3 Back-up Alarm to be distinguishable from the surrounding noise level. Must meet all federal and current SAE J994 standards.
- 10.4 Shall have tie-down points for safely securing the backhoe during transport.
- 10.5 Light Bar shall be installed with an on-off switch located at the instrument panel and convenient to the operator. Light bar Target Teck 450 112 12v
- 10.6 Stop and taillights to be manufacturer installed.
- 10.7 Headlights to be manufacturer installed.
- 10.8 Hazard warning lights to be manufacture installed.
- 10.9 Slow moving safety sign mounted on back of machine.

Comply - X Exceptions - None

11 Hydraulics –

- 11.1 Tool circuit to have uni-direction design with adjustable flow control.
- 11.1 Tool circuit activation controlled shall be from the operator's station.
- 11.2 Couplers to be quick disconnect and drip-less with anti-cavitations valves in circuit.
- 11.3 Sight gauge or comparable means to indicate hydraulic oil level.
- 11.4 Hydraulic oil filter(s) with replaceable elements minimum.
- 11.5 Hydraulic pump to be manufactures design rated for auxiliary tool circuit for high flow operations such as augers, breaker, and other attachments.

Comply - X Exceptions - None

12 Replacement Filters:

- 12.1 The necessary filters to perform the any service less than 300 hours shall be provided
- 12.2 Each filter shall be labeled with the equipment manufacturer's part number as shown in the manufacturer's parts book and shall be furnished at the time of delivery. ONLY OEM APPROVED FILTERS ARE ACCEPTABLE

Comply - X Exceptions - None

13 Bucket shall be 24"

Comply - X Exceptions - None

14 Controllers shall be manufacturer's standard

Comply - X Exceptions - None

15 Shall include a link for reminders of services required and location of backhoe.

Comply - X Exceptions - None

PART IV – PARTS, WARRANTY, AND SERVICE

1. The Bidder and/or with the manufacturer of the equipment furnished shall have an authorized dealer within the state of Utah.
2. The authorized dealer shall have factory-trained personnel available for authorizing of warranty repairs.
3. STATE is not responsible for costs associated with warranty issues or part items.
4. The dealer shall also maintain an inventory of high-usage parts and a quick source for low-usage parts. Consideration will not be given to bidders unable to satisfy to the State as to the adequacy of their parts network for the availability of replacement parts.

PART V - DELIVERY, Training, DOCUMENTATION, ACCEPTANCE AND PAYMENT

1. DELIVERY REQUIREMENTS

- 1.1 Delivery of the final and approved new equipment shall be 60-180 days after receipt of order, but must meet June 1st deadline each year
- 1.2 Delivery will be at different Region Zones.
- 1.2 Delivery must include, freight cost - FOB, Dealer PDI and other associated dealers charges.

2 TRAINING

2.1 INSTRUCTION ON SAFETY, OPERATION AND MAINTENANCE: The vendor shall provide the services of a competent, factory-trained, technician thoroughly trained in the use and operation of the units offered to STATE.

2.2 For each unit provide a training class to include the following.

- Operating procedures per operating manual.
- Preventive maintenance.
- Equipment limitations.
- Operator maintenance.
- Before operations checks and lubrication.
- Safety.
- Transporting non-operational use.
- Controls.
- Equipment operation, Do's and Don't.
- Hazardous situations.

2.3 LESSON PLAN: The supplier shall furnish a copy of the manufacturer's approved lesson plan for the instructional training within 30 days after award of the purchase order. The lesson plan may be taken from the operator's manual, provided all necessary information is included.

3 DOCUMENTATION

3.1 Delivery must include Supplier's Invoice, and an Operator's Manual for each unit.

4 ACCEPTANCE

- 4.1 All equipment ordered with this request will be subject to acceptance inspection and performance testing upon receipt.
- 4.2 Acceptance inspection will not take more than five working days, weather permitting.
- 4.3 The vendor will be notified within this time frame of any units that do not comply with the purchase order specifications.

5 PAYMENT

- 5.1 Invoices will not be approved for payment until all documentation and manuals have been received and the equipment has been accepted.

PART VI: LEASE AGREEMENT

1. LEASE AGREEMENT

- 1.1 Bidder shall provide a sample of the proposed lease agreement that shall be used. All terms are subject to negotiation after the bid ends. Failure to reach an agreement on the terms and conditions of the lease agreement shall disqualify the bid.

PART IV –PRICING

1. Pricing Criteria

- 1.1 All pricing must be guaranteed for one year including the lease price, purchase price, option prices, and parts discount.
- 1.2 A contract will be awarded based on the per-month lease price in 2.2 below.
- 1.3 If a leased backhoe is going to be exchanged for a new, leased backhoe, it may occur between the beginning of month eleven and before the end of month twelve.
- 1.4 After twelve months, a participant may elect to keep a backhoe for an additional twelve months. The pricing will remain the same as the first twelve months, and an additional 300 hours of use will be added. After 24 months, 100% of all leases payments will apply toward the original purchase price. This same method may occur for multiple years.
- 1.5 Only parts related to this specification are included in the bid and resulting contract.

2. Base Price

- 2.1 Make and model of backhoe offered - **John Deere 310SL Backhoe**
- 2.2 Twelve-month lease price based on 300 hours annual use: **\$74.28 / month.**
- 2.3 Hourly rate for use in excess of the 300 hours: **\$20.00/hour.**
- 2.4 Purchase Price of a new backhoe (without lease applied): **\$79,995.27/ new**
- 2.5 Price after 12 month lease with 12 of lease payments applied toward the Purchase Price:
\$79,103.91
- 2.6 The percentage discount off of published price for parts, consumables, and wear items associated with the backhoe being offered: **N/A % discount.**
State the name of the published price pages and effective date: **26 March 2015**

2.7 The percentage discount off of published price for equipment options associated with the backhoe being offered: **55 % discount.**

State the name of the published price pages and effective date: **24 March 2015**

2.8 Labor rate for repairs needed as a result of leasing under this contract is:

In the shop: **\$109.00/ per hour**

In the field: **\$130.00/ per hour**

3. Delivery Requirements:

3.1 Delivery shall be at no additional charge for locations within a fifty (50) mile radius of the Utah State Capital building. State the one-way, per-mile delivery charge beyond the fifty-mile radius.

\$ 0.00 (Backhoe Price F.O.B. Customer Destination all Regions)

PART VIII: REGIONAL PRICING

Region One

Make	Model	Hourly Rate	Yearly Seasonal Rental Cost	Additional Cost Exceeding 300 hours
<u>John Deere</u>	<u>310SL</u>	<u>\$2,971.23</u>	X 300 hrs. = \$891.37	\$20.00 /per hour

Region Two

Make	Model	Hourly Rate	Yearly Seasonal Rental Cost	Additional Cost Exceeding 300 hours
<u>John Deere</u>	<u>310SL</u>	<u>\$2,971.23</u>	X 300 hrs. = \$891.37	\$20.00 /per hour

Region Three

Make	Model	Hourly Rate	Yearly Seasonal Rental Cost	Additional Cost Exceeding 300 hours
<u>John Deere</u>	<u>310SL</u>	<u>\$2,971.23</u>	X 300 hrs. = \$891.37	\$20.00 /per hour

Region Four

Make	Model	Hourly Rate	Yearly Seasonal Rental Cost	Additional Cost Exceeding 300 hours
<u>John Deere</u>	<u>310SL</u>	<u>\$2,971.23</u>	X 300 hrs. = \$891.37	\$20.00 /per hour



**JOHN DEERE
FINANCIAL**

Master Lease Agreement

Agreement No.	
Lessee:	State of Utah, Division of Purchasing
Lessor:	DEERE CREDIT, INC. 6400 NW 86TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600
<p>This Master Lease Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and State of Utah, Division of Purchasing. All Utah public entities, nonprofit organizations, and agencies of the federal government, i.e., State of Utah departments, agencies, and institutions, political subdivisions (colleges, universities, school districts, special service districts, cities and counties, etc.) may enter into Lease Schedules as Lessee from time to time under the terms of this Master Agreement. In each such case, "you" or "your" shall mean such Lessee. "Schedule" shall mean any Lease Schedule signed by a Lessee which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule. This Master Agreement is entered into pursuant to, and subject to, the provisions of Attachment A: Standard Terms and Conditions for Goods, State of Utah Cooperative Contracts.</p>	

TERMS AND CONDITIONS

1. **Lease Term; Payments.** You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice.

2. **[RESERVED]**

3. **[RESERVED]**

4. **[RESERVED]**

5. **Equipment Maintenance, Operation and Use.** You agree to (a) USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) not move the Equipment to another county or state without notifying us within 30 days; (c) operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (d) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (e) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in anyway, unless it can be removed without damaging the Equipment; (f) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (g) keep any metering device installed on the Equipment connected and in good working condition at all times; (h) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (i) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

6. **Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 below), naming us (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Lease. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

In lieu of providing the public liability insurance coverage described in the first paragraph of this Section 6, you agree to indemnify and hold us harmless from and against any and all Claims in accordance with Section 13 herein. You may, at your own expense, self-insure against all risks of physical loss or damage to the Equipment for its actual cash value. You hereby represent and warrant that (a) you have established and continue to maintain a self-insurance program which is sufficient to fulfill your obligations hereunder, and (b) you have the authority to indemnify us under the terms of Section 13 herein.

7. **Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, within 10 days of the Event of Loss, its Termination Value as of the day before such Event of Loss occurred. Upon receipt of the Termination Value, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any of our affiliates. "Termination Value" for any Item shall be the net book value calculated as the sum of (1) all Lease Payments and any other amounts then due and payable to us; plus (2) the present value of all remaining Lease Payments and other amounts, discounted at the Internal Rate of Return or, if a discount rate is set forth in the applicable Schedule, such discount rate (the "Discount Rate"); plus (3) the cost to repair and refurbish the Item so that it is in satisfactory condition in accordance with Section 9; plus (4) the present value of the Purchase Option Price (or, if there is no Purchase Option Price, the residual value that we assumed in calculating Lease Payments), discounted at the Discount Rate. "Internal Rate of Return" shall be calculated using standard finance techniques with the Equipment Cost, Lease Payments, Lease Term and Purchase Option Price (or residual value assumption) as the variables.

8. **[RESERVED]**

9. **Return of Equipment.** If a Schedule is terminated for any reason and you do not return the Equipment to us, you agree to remit to us, until such time as the Equipment is returned to us in accordance with the provisions of this Section, lease payments each month equal to the higher of (i) the monthly fair market rental value of the Equipment, as determined by us in our sole discretion, or (ii) the monthly Lease Payment set forth in the Schedule (or the monthly lease payment equivalent if the Lease Payments are other than monthly (e.g., for annual Lease Payments, the monthly lease payment equivalent would be calculated by dividing the annual Lease Payment by 12)). All Equipment must be returned to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, and conforms to the standards of any Equipment Return Provisions incorporated into the Lease.

ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

10. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of the Lease and fail to cure such breach within 10 days; (c) you remove any Equipment from the United States; or (d) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.

11. **Remedies.** If a default occurs, we may, to extent permitted by applicable law, do one or more of the following: (a) require you to return the Equipment in the manner outlined in Section 9, or take possession of the Equipment; (b) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY (i) if the Equipment is returned, the sum of (1) all Lease Payments and any other amounts then due and payable to us; (2) the present value of all remaining Lease Payments and other amounts, discounted at the Discount Rate; and (3) the cost to repair and refurbish the item of Equipment so that it is in satisfactory condition in accordance with Section 9; or (ii) if the Equipment is not returned to us, the Termination Value as of the date of such default; (c) declare any other agreements between you and us in default; (d) terminate any of your rights (but none of your obligations) under any Lease and any other agreement between you and us; (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (f) exercise any other remedy available at law or in equity; and (g) take on your behalf (at your expense) any action required by the Lease which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

12. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. The Lease shall be binding upon any successor or permitted assignee. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

13. **Indemnity.** You are responsible for all losses, damage, claims, injuries to or death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person in any manner related to the Equipment or the lease thereof, including its use, condition or possession. You agree to defend and indemnify us, and hold us harmless, against Claims. You will promptly notify us of all Claims made. Your Liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, or acts or omissions, which occurred during the Lease Term. You shall not be required to indemnify us or any Claims which are covered by the Contractors Indemnity set forth in Section 8 of Attachment A: Standard terms and Conditions for Goods, State of Utah Cooperative Contracts.

14. **Representations and Warranties.** You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (b) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (c) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (d) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (e) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; and (f) all financial information you have provided is true and a reasonable representation of your financial condition

15. **[RESERVED]**

16. **Miscellaneous.** EXCEPT FOR THE REPRESENTATIONS SET FORTH IN THIS MASTER AGREEMENT, WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Except as otherwise provided in Section 11(d), no part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us.

By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

17. **[RESERVED]**

THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS OF ATTACHMENT A AND THE TERMS AND CONDITIONS OF THIS MASTER AGREEMENT.

<p>LESSEE</p> <p>STATE OF UTAH, DIVISION OF PURCHASING</p> <p>By: _____</p> <p>Date _____</p>	<p>LESSOR</p> <p>DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600 JOHNSTON, IA 50131-6600</p> <p>By: _____</p> <p>Date: _____</p>
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JOHN DEERE
FINANCIAL

Lease Schedule

Lease Schedule No.	«MLA_AGREEMENT12»
Master Lease Agreement No.	«MLA_AGREEMENT7»

Lessee: (Name & Address)	«CUSTNAME» «CUSTDBA» «CUSTADDRESS1», «CUSTADDRESS2», «CUSTCITY», «CUSTSTATE» «CUSTZIP»
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LEASE TERM

Lease Term Start Date /Payment Due Date	Lease Term End Date	# Of Payments	Lease Payment	Total Lease Payment
«COMMDATE»	«TERMDATE»	«NUMOFFPAYMENTS»	891.37	\$«TOTALLEASEPYMT»

PAYMENT DUE AT SIGNING

Advance Lease Payment **	\$«ADVANCELEASEPYMT»
Total Due At Signing	\$ 0.00

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Hourly Charges. You certify that the hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each hour in excess of the Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

Lease Schedule – Equipment List

Supplier <small>(Name & Address)</small>		«DEALERNAME» «DEALERADDR1», «DEALERCITY», «DEALERSTATE» «DEALERZIP»						
EQUIPMENT INFORMATION								
Year	Make	Model	Equipment Description	Serial Number	Hour Meter	Hour Limit	Excess Hour Charge	Payment
«AMANUFACTURERAR1»	«AMFG1»	«AMODEL1»	«ADESC1»	«ASERIAL1»	«AHRMET1»	«AMAXHRS1»	\$«AEXCESS1»	\$«ARENTALAMT1» »
«AMANUFACTURERAR2»	«AMFG2»	«AMODEL2»	«ADESC2»	«ASERIAL2»	«AHRMET2»	«AMAXHRS2»	\$«AEXCESS2»	\$«ARENTALAMT2» » \$«RESIDAMT2»
«AMANUFACTURERAR3»	«AMFG3»	«AMODEL3»	«ADESC3»	«ASERIAL3»	«AHRMET3»	«AMAXHRS3»	\$«AEXCESS3»	\$«ARENTALAMT3» » \$«RESIDAMT3»
«AMANUFACTURERAR4»	«AMFG4»	«AMODEL4»	«ADESC4»	«ASERIAL4»	«AHRMET4»	«AMAXHRS4»	\$«AEXCESS4»	\$«ARENTALAMT4» » \$«RESIDAMT4»
«AMANUFACTURERAR5»	«AMFG5»	«AMODEL5»	«ADESC5»	«ASERIAL5»	«AHRMET5»	«AMAXHRS5»	\$«AEXCESS5»	\$«ARENTALAMT5» » \$«RESIDAMT5»
«AMANUFACTURERAR6»	«AMFG6»	«AMODEL6»	«ADESC6»	«ASERIAL6»	«AHRMET6»	«AMAXHRS6»	\$«AEXCESS6»	\$«ARENTALAMT6» » \$«RESIDAMT6»
«AMANUFACTURERAR7»	«AMFG7»	«AMODEL7»	«ADESC7»	«ASERIAL7»	«AHRMET7»	«AMAXHRS7»	\$«AEXCESS7»	\$«ARENTALAMT7» » \$«RESIDAMT7»
«AMANUFACTURERAR8»	«AMFG8»	«AMODEL8»	«ADESC8»	«ASERIAL8»	«AHRMET8»	«AMAXHRS8»	\$«AEXCESS8»	\$«ARENTALAMT8» » \$«RESIDAMT8»
«AMANUFACTURERAR9»	«AMFG9»	«AMODEL9»	«ADESC9»	«ASERIAL9»	«AHRMET9»	«AMAXHRS9»	\$«AEXCESS9»	\$«ARENTALAMT9» » \$«RESIDAMT9»
«AMANUFACTURERAR10»	«AMFG10»	«AMODEL10»	«ADESC10»	«ASERIAL10»	«AHRMET10»	«AMAXHRS10»	\$«AEXCESS10»	\$«ARENTALAMT10» » \$«RESIDAMT10»
«AMANUFACTURERAR11»	«AMFG11»	«AMODEL11»	«ADESC11»	«ASERIAL11»	«AHRMET11»	«AMAXHRS11»	\$«AEXCESS11»	\$«ARENTALAMT11» » \$«RESIDAMT11»
«AMANUFACTURERAR12»	«AMFG12»	«AMODEL12»	«ADESC12»	«ASERIAL12»	«AHRMET12»	«AMAXHRS12»	\$«AEXCESS12»	\$«ARENTALAMT12» » \$«RESIDAMT12»
«AMANUFACTURERAR13»	«AMFG13»	«AMODEL13»	«ADESC13»	«ASERIAL13»	«AHRMET13»	«AMAXHRS13»	\$«AEXCESS13»	\$«ARENTALAMT13» » \$«RESIDAMT13»



JOHN DEERE
FINANCIAL

Equipment Return Provisions

Lease Schedule No.	«MLA_AGGREMENT12»
Master Lease Agreement No.	«MLA_AGREEMENT7»

Lessee: (Name & Address)	«CUSTNAME» «CUSTDBA» «CUSTADDRESS1», «CUSTADDRESS2», «CUSTCITY», «CUSTSTATE» «CUSTZIP»
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

The following Equipment Return Provisions are hereby incorporated into and made a part of the above referenced Master Lease Agreement (the "Master Agreement"), and entered into between Deere Credit, Inc., as Lessor ("us", "we" or "our"), and «CUSTNAME», as Lessee ("you" or "your"). Pursuant to Section 9 of the Master Lease Agreement, all Equipment must be returned to us in satisfactory condition. Unsatisfactory condition shall include any condition described in Sections 1 through 4 below ("Excessive Wear and Tear").

1. Mechanical.

- A. Computer systems or safety and emission control equipment not in proper working order.
- B. Mechanical components that are missing, broken or unsafe or that do not operate normally, other than normal tune-ups, given the age of the equipment.
- C. Wear on power train assembly that exceeds manufacturer's then current standards for normal wear and tear.
- D. Any air filters not within manufacturer's specifications.
- E. Any gauges or fluid indicators that are damaged or do not function, the electrical system fails to operate properly, the battery fails to hold a charge or any wire harnesses that are not tied down and kept secured, dry and clean.
- F. Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis). Equipment not serviced according to the manufacturer's operating manual.
- G. Any lubricant, water or A/C seal leaks.

2. Exterior.

- A. Dents larger than 2 inches in diameter.
- B. Excessive number of dents or scratches.
- C. Any scratch 8" or longer that reaches the metal skin.
- D. Any single chip the size of a quarter or larger or multiple small chips within one square foot.
- E. Substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint and require repainting at a cost in excess of \$200.
- F. Rust holes in the body metal or a rust spot that covers more than a 4-inch square area.
- G. Any glass that must be replaced due to cracks or missing glass and any windshield damages greater than \$50 in amount.
- H. All frame damage and substandard frame repairs.
- I. Any tires or tracks that (a) have broken side walls or excessive cuts or damages, or (b) have less than 50% of the original useful life remaining, or (c) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.

3. Cab/Operator Platform.

- A. Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning.
- B. Unclean condition of operator environment.
- C. Holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.

4. General.

- A. Equipment not operated or maintained in accordance with the manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used.
- B. Any other damage that in the aggregate costs \$250 or more to repair or that makes the Equipment unlawful or unsafe to operate.

5. Other.

- A. All warranty and PIP work must be completed prior to the Lease Term End Date of the Lease Schedule relating to the Equipment.
- B. The Equipment must be cleaned prior to its return.

6. Hour Meter.

For each item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to \$1,000. You agree that the hour meter included with the Equipment is conclusive of the number of hours of Equipment use.

7. Invoices for Excess Wear And Tear.

Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, either (i) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition, and/or (ii) accept an invoice from us and remit to us an amount equal to our estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (2) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent (50%). For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within ten (10) days of demand shall constitute a default by you under the terms of the Lease.

LESSEE	«CUSTNAME» «CUSTDBA» «CUSTADDRESS1» «CUSTADDRESS2» «CUSTCITY», «CUSTSTATE» «CUSTZIP»	LESSOR	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By:	_____	By: _____	
	«PRINNAMETITLE1»		
Date:	_____	Date: _____	



**STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT
CONTRACT NUMBER: MA2174**

June 20, 2014



**JOHN DEERE
FINANCIAL**

Delivery and Acknowledgment

Lease Schedule No.	«MLA_AGGREEMENT12»
Master Lease Agreement No.	«MLA_AGREEMENT7»

Lessee: (Name & Address)	«CUSTNAME» «CUSTDBA» «CUSTADDRESS1», «CUSTADDRESS2», «CUSTCITY», «CUSTSTATE» «CUSTZIP»
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the above referenced Master Lease Agreement.

Lessee hereby represents and warrants that: (1) all of the Equipment more fully described in the above referenced Lease Schedule was selected by Lessee; (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Lessee; (3) all of the Equipment has been inspected by Lessee and is in good working order; (4) all of the Equipment is unconditionally and irrevocably accepted by Lessee for all purposes under the Lease; (5) the safe operation and the proper servicing of the Equipment have been explained to Lessee; (6) Lessee received the manufacturer's written warranty applicable to the Equipment and Lessee understands that its rights are subject to the limitations outlined therein; (7) no Event of Default has occurred and is continuing; and (8) no material adverse change in the financial or business condition of Lessee has occurred since the date of the last financial statement submitted to Lessor by Lessee.

Signed by Lessee's duly authorized representative on the date shown below.

LESSEE	«CUSTNAME» «CUSTADDRESS1» «CUSTADDRESS2» «CUSTCITY», «CUSTSTATE» «CUSTZIP»	LESSOR	DEERE CREDIT, INC. 6400 N.W.86 th STREET, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____ «PRINNAMETITLE1»		By: _____	
Date: _____		Date: _____	

**AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JANUARY 19, 2015**

Agenda Item: T

TITLE:	Public Hearing to Solicit Public Input on Proposed Ordinance for a Rezone of Property from Large Lot Residential (LLR) to Multi-Family Residential -8 (MFR-8), Including Arroyo Crossing Master Plan, Located at 2022 Spanish Valley Drive, Moab, UT (North of Resource Boulevard)
FISCAL IMPACT:	N/A
PRESENTER(S):	Zacharia Levine, Community Development Director

Prepared By:

GRAND COUNTY
COMMUNITY
DEVELOPMENT

FOR OFFICE USE ONLY:

Attorney Review:

N/A

COUNTY COUNCIL REVIEW

Council Policy is to wait until the next regular meeting of the Council to act on the public hearing agenda item in order allow for additional public input.

PLANNING COMMISSION RECOMMENDATION: Approval of the rezone, and approval with conditions of the master plan concept.

STAFF RECOMMENDATION: Approval of the rezone, and approval with conditions of the master plan concept.

STATED MOTION:

Move to approve the rezone of the subject property from Large Lot Residential (LLR) to Multifamily Residential (MFR)-8, and approve the Arroyo Crossing Master Plan subject to the following:

1. The master plan is a conceptual plan and shall be recorded and filed in conjunction with this Ordinance.
2. Vested rights as to configuration shall occur at the time of preliminary plat approval when,
3. The application is in conformance with the policies, intents, and requirements of the LUC and General Plan.

BACKGROUND:

See Staff Report and DRAFT Ordinance

Attachment(s):

Staff Report
Draft Ordinance
Applicant narrative
Master Plan
Citizen Comments



S T A F F R E P O R T

MEETING DATE: January 19, 2016 – Public Hearing
TO: Grand County Council
FROM: Planning Staff
SUBJECT: **MFR-8 rezone and master plan (Arroyo Crossing)**

PLANNING COMMISSION RECOMMENDATION

The Grand County Planning Commission reviewed the referenced application in a public hearing on December 9, 2015 and voted to forward a favorable recommendation of the rezone and approval, with conditions of the master plan concept.

The decision to rezone is both a discretionary and a legislative action. When making a motion and stating reasons for the vote on the motion (*for or against*) the Council should reference findings for Sec. 9.2.7 of the Land Use Code, Issues for Consideration, and consistency with the Future Land Use Plan.

Several possible courses of action the Council may elect to follow:

1. The Council may vote for the motion to rezone (*aye*), stating reasons for their vote (if desired).
2. The Council may vote against the motion to rezone (*nay*), stating reasons for their vote (if desired).
3. The Council may table the application for additional comment and review.

STAFF RECOMMENDATION

Staff recommends approval of the Arroyo Crossing rezone application, and secondarily to approve the Arroyo Crossing master plan with conditions as recommended by the Planning Commission.

BACKGROUND

Introduction

This application is submitted by Tom Shellenberger, on behalf of the property owner, KLH Development, LLC (Applicant) for 38.95 acres of vacant land zoned Large Lot Residential (LLR).

The applicant proposes middle-income housing following the recommendations of the Grand County and City of Moab Affordable Housing Plan. The applicant plans to utilize secondary water systems, and reduce energy demands by incorporating solar energy systems. It is known that a traffic study is needed and the applicant intends to mitigate the increased traffic. The applicant is aware that significant on-site and off-site upgrades are needed to the water and sewer systems and will be responsible for covering their share of associated costs. GWWSA and the City of Moab shall continue to be involved in evaluating system-wide impacts of the development and resulting necessary “downstream” improvements.

Multi-family Residential Rezone

The subject application seeks rezone and master plan approval. The Applicant seeks a rezone to Multifamily Residential - 8 (MFR-8). The subject parcel is included within the MFR overlay district, which was adopted by the County in 2005. The purpose of the MFR district is to provide locations where medium to high density residential neighborhoods may be established. The MFR district is intended to promote infill development and affordable housing. A rezone is a legislative act recorded by ordinance. A rezone to the MFR district requires a master plan to be recorded and filed as part of the ordinance. Rezoning is a legislative act (i.e. the *creation of law*) whereas master plan approval is an administrative act (i.e. the *application of law*).

Density

All development in the MFR district is subject to the lot design standards of Article 5. The Applicant proposes a conventional subdivision (Sec. 4.4.8 LUC) with a maximum density of 220 units, including: 98 single family units, 60 apartment units, and 62 townhouse units. MFR zone district subdivisions must provide a minimum of 20 percent open space. The Applicant has proposed 24% open space as part of the proposed master plan. The open space will include trails and drainage areas. The applicant is proposing to meet the housing needs of moderate income households and to continue working together with staff to identify market needs and previously untapped financial resources.

Proposed Rezone:

Zone District	Project Acreage	Max Density per Acre	Max Allowed Density	Proposed Density	Affordable Housing	Open Space
Current LLR (Conventional)	38.95	2	77.90		0	0
MFR-8 Conventional	28.33	8	226.64	220	0	9.5 acres = 24% of total
LLR – zone (portion of property lying outside the MFR overlay, and ineligible for the rezone)	10.36	2	20.72		0	Not required

City of Moab Annexation Area

The subject property is not located within the City of Moab’s *Annexation Plan Policy Map*, although a courtesy notice will be provided to the City. Sewer services will be provided by GWSSA, but all collections will be conveyed to the City of Moab’s infrastructure, eventually reaching the plant owned and operated by the City.

APPLICABLE LUC Regulations

Multi-Family Residential District *(staff comments in italics)*

2.6.2 Master Plan Requirements:

The County Council shall require a master plan of the development. The master plan shall be approved and filed with the ordinance. The master plan shall establish the following:

- A narrative addressing the proposed development explaining and tabulating land uses by net acre, *Complete on Master Plan*
- Number of dwelling units by housing type. *Done*
- Maximum building coverage by housing type. *Done*
- Residential density. *Done*
- Common area acreage. *Done*
- Potential traffic generation. *Incomplete: Staff requests the applicant provide a copy of referenced traffic study as required by the Spanish Valley Transportation Plan – may be addressed at Preliminary Plat.*
- Overall character and architectural style. *Incomplete: no renderings of buildings types are provided – may be addressed at Preliminary Plat.*
- Relationship of proposed development to existing development in the area. *Incomplete: project boundary buffer (Sec. 5.4.B) needs to be addressed, and height of apartment buildings will dictate setbacks – may be addressed at Preliminary Plat.*

- Other related development features. *Done*

A. A site plan prepared in accordance with the requirements of Sec. 9.17 shall be approved and filed with the findings of fact as part of the approval; including but not limited to, major roads, major utilities, existing and proposed land uses, entrance locations on existing roads, common area, landscaping plan and a conceptual drainage plan. *A site plan is provided with limited information. No type and layout of water and sewage treatment has been provided.*

B. Lot design standards to be applicable within the proposed development. *Done*

C. Identification of site planning features designed to ensure compatibility between on-site residential and nonresidential uses, and with the surrounding neighborhood and land uses. *Sec. 6.10.1 D Building Heights - No structure shall exceed 28 feet in height within 150 ft. of a lot line of a property that is in a protected zone district pursuant to Sec. 6.10.1A (residential zones). The apartment houses need to meet this requirement. Project boundary buffer needs to be addressed – a note on the master plan acknowledges the requirement to meet buffer requirements as part of the preliminary plat approval.*

D. Other relevant information as may be requested by the Planning Staff. *Staff has initiated a conversation regarding deed-restriction of a portion of the properties. No affordable housing bonus densities are requested, so deed-restriction would be voluntary pending changes to the LUC.*

District Standard – *(County Council can approve a PUD modification of this requirement)*

- Multi-family structures shall be located no closer than 20 feet from any other structures.
- The front of any structure shall not be located less than 25 feet from another structure or lot line.

General Development Standards *(will be addressed at Preliminary Plat process)*

Sec. 6.1 Off-Street Parking

Prior to Preliminary Plat/PUD recordation, the applicant shall address design issues in the apartment parking lot, including: lighting, fire access, handicapped spaces and access, pedestrian access through the lot, and landscaping.

Sec. 6.1 Driveway and Access

Moab Valley Fire Department will need to approve the site plan for safety. Grand County Road Supervisor will need to approve the plan.

Sec. 6.3 Fences and Walls

Block wall fencing may be proposed as buffer on the protected zone sites. A landscaping plan may also serve as a buffer.

Sec. 6.4 Landscaping and Screening

Prior to Preliminary Plat/PUD recordation, the applicant shall address parking lot landscaping requirements within the apartment site.

Sec. 6.5 Signs

The applicant shall obtain a building permit prior to the installation of a subdivision sign.

Sec. 6.6 Outdoor Lighting

Prior to preliminary plat approval, the applicant shall address street lighting.

Sec 6.7 Drainage and Sec 6.8 Floodplains, Natural and Historic Drainages and Sec 6.9 General Site Planning Standards

The master plan includes limited information regarding drainage and retention. The County Engineer will review engineering issues, including: streets, slopes, soil suitability, natural and historic drainages at preliminary plat review.

Sec 6.10 Compatibility Standards

The master plan and preliminary plat will need to comply with the following: building setbacks, building heights, buffer and screening, and dumpsters.

Sec 6.11 Open Space and Common Area

The applicant has met the 20% open space requirement. The applicant shall provide a table of calculations and definitions prior to preliminary plat approval, including common area calculations. Town home / multi-family lot lines must be established prior to preliminary plat approval.

Sec 6.12 Operational Performance Standards

Prior to the issuance of a building permit, the applicant will be responsible for documenting compliance with all applicable state and county regulations.

Sec 6.13 Development Impact Fees

Prior to the issuance of a building permit, the applicant shall pay all applicable development impact fees. A developer agreement may be required to ensure all on-site and off-site infrastructure improvements are completed.

Sec 6.14 Affordable Housing

No deed-restricted affordable housing is designated at this time.

Conclusion:

- The MFR-8 Master Plan is only conceptual; details of the site will be reviewed in more detail at Preliminary Plat/PUD process.
- Proposed zone district is supported by the Master Plan and MFR zone district overlay.
- Engineering, Fire Department, and Road Department reviewed the conceptual plan at a development review team meeting and do not support a round-a-bout on Spanish Valley Drive.

DRAFT
GRAND COUNTY, UTAH
ORDINANCE _____ 2016

**AN ORDINANCE APPROVING THE
"ARROYO CROSSING REZONE AND MASTER PLAN",
A REZONE FROM LARGE LOT RESIDENTIAL TO MULTI-FAMILY 8.**

WHEREAS, KLH Development, LLC, (Applicant) is the owner of record of approximately 28.33 acres of real property within NW ¼ NW ¼ Section 17, T26S, R22E (SLM) Grand County, Utah, more specifically described as follows:

BEGINNING AT THE NW CORNER OF THE NE1/4 OF SE1/4 OF SECTION 17, T26S, R22E, SLM, THE NW CORNER OF LOT 2 OF THE CLARK MINOR SUBDIVISION, AND PROCEEDING THENCE WITH THE NORTH LINE OF LOT 2 OF THE CLARK MINOR SUBDIVISION N 89°11'08" E 479.50 FT. TO THE CENTERLINE OF SPANISH VALLEY DRIVE, THENCE WITH SAID CENTERLINE ALONG THE ARC OF A 920.25 FT. RADIUS CURVE TO THE RIGHT 327.79 FT. (SAID CURVE HAS A CHORD WHICH BEARS S 40°52'09"E 326.06 FT.), THENCE WITH SAID CENTERLINE S 30°39'54" E 1232.15 FT. TO THE EAST LINE OF SAID SECTION 17 AND THE EAST LINE OF SAID LOT 2, THENCE WITH SAID LINE S 00°02'00" W 7.94 FT. TO THE SE CORNER OF SAID LOT 2, THENCE S 89°21'03" W 1322.66 FT. TO THE SW CORNER OF SAID LOT 2, THENCE WITH THE WEST LINE OF SAID LOT N 00°03'31"E 1322.53 FT. TO THE POINT OF BEGINNING AND CONTAINING 28.33 ACRES MORE OR LESS.

WHEREAS, Council adopted the Grand County General Plan (General Plan) by Resolution 2301 on August 5, 1996 and amended by Resolution 2976 on February 7 2012;

WHEREAS, the Grand County Land Use Code was adopted by the Grand County Council on January 4, 1999 with Ordinance No. 299, Series 1999, and codified with Resolution 468 on April 15, 2008 and as amended to date, for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, the subject property is located within MFR overlay map as identified in the LUC;

WHEREAS, the Applicant seeks to rezone the subject property from Large Lot Residential (LLR), to Multi-Family Residential 8 (MFR-8) as identified in the LUC;

WHEREAS, the purpose of the MFR district is to promote infill development and affordable housing and identify appropriate locations for medium to high-density residential neighborhoods;

WHEREAS, the General Plan supports, "rezoning to multi-family residential, (MFR) within the MFR overlay and in Rural Centers when there is an affordable component in a proposed project" (General Plan Chapter 3: Vision, Goals, and Strategies, Development Patterns);

WHEREAS, the Grand County Planning Commission reviewed the application in a public hearing on December 9, 2015 and voted to recommend approval of the proposed rezone, finding the application in conformance with the policies, intents, and requirements of the LUC and General Plan;

WHEREAS, due notice was given that Council would meet to hear and consider the proposed rezone in a public hearing on January 19, 2016;

WHEREAS, the Council has heard and considered all evidence and testimony presented with respect to the proposed rezone and has determined that the approval of the rezone and adoption of this Ordinance is in the best interests of the citizens of Grand County, Utah.

NOW, THEREFORE, BE IT ORDAINED by the Grand County Council that it does hereby approve a rezone of the subject property from LLR to MFR-8 and conceptual master plan (attached hereto as Exhibit A) as follows:

1. The master plan is a conceptual plan and shall be recorded and filed in conjunction with this Ordinance as Exhibit "A" ,
2. Vested rights as to configuration shall occur at the time of preliminary plat approval when,
3. The application is in conformance with the policies, intents, and requirements of the LUC and General Plan.

APPROVED by the Grand County Council in open session this ____ day of January, 2016, by the following vote:

Those voting aye: _____

Those voting nay: _____

Absent: _____

ATTEST:

Diana Carroll, Clerk/Auditor

Elizabeth Tubbs, Chair

Applicant Statement

Introduction

This is an application for a rezoning of the 38.95 acre parcel of property located at 2022 Spanish Valley (the "Property") from Large Lot Residential (LLR) zoning, to Multi-Family Residential, MFR8 zoning, for a proposed multi-use residential project tentatively called the "Arroyo Crossing." The proposed project is hereinafter referred to as the "Development" or "Arroyo Crossing."

The Property is owned by Michale Kaeske, but under contract for purchase by Roger Knight, as buyer. Mr. Knight is a member/ manager of the proposed developer of the Property, KLH Development, LLC, a Utah limited liability company organized to develop the Property ("Developer"). Mr. Knight has assigned the purchase contract to the Developer. The owner/ seller of the Property has consented to the filing of this application.

The Development will be designed to meet, in substantial part, the affordable housing needs of the greater Moab community. It is envisioned that Arroyo Crossing will blend well into the natural environment through generous use of good exterior design and architecture, and will utilize a color scheme that enhances the location. Amenities will be integrated into the Development to optimize the environment, enhance the project for multi-use residential, and to address various open space, traffic and other issues involved in a development of this size.

Every effort will be used to utilize technology to create unique efficiencies. Based on the environment, solar power appears to be a potential power source and will be carefully evaluated for possible inclusion. In addition, community websites will be created to help residents coordinate car- pooling, bicycle and foot traffic, recycling, child care and information exchange. Open space and community areas will be integrated into the development.

The Development is aimed at being, in substantial part, an Affordable Housing community. The target of this project is to provide housing to purchasers in the median household income bracket. Smaller percentages of buyers may be above the median household income level. Those who are lower than this income level may be serviced through rental units. Federal and State policies consider housing to be affordable when housing costs consume no more than 30 percent of gross annual household income; this standard particularly applies to households earning less than 80 percent of Area Median Income. Rental housing costs include rent, water, gas and electric payments. Ownership housing costs include mortgage, taxes, insurance, water, sewer, gas, electric and homeowner association fees.

The Developer will carefully consider, in consultation with Grand County, the inclusion in the Development of State and County guidelines or standards applicable to Affordable Housing, which may include:

- Occupancy of such units shall be restricted as appropriate.
- Offering units that are deed restricted as to use and occupancy, based on criteria defined between the Developer and the County Council. It is anticipated such restrictions may limit occupancy to persons who are employed within the boundaries of Grand County or, if retired, were previously employed in the County for at least 3 years, earn or earned at least 80 percent of their household income from employment within Grand County three years; and which may require occupancy of units as their primary residence.
- The possibility of additional restrictions, such as limitations on income relative to area median income for Grand County, and household net worth as necessary to achieve the purposes of Grand County's average household income.

The Developer will carefully consider these guidelines, and propose the implementation of a mechanism and measures, in consultation with Grand County Planning, that properly address the affordable housing needs of Grand County.

The team behind the Development is made up of people who are very aware of the needs of the local community and are committed to creating a residential development of which they can be proud. Roger Knight of Roger Knight Construction, has been involved as both a builder and developer, on numerous residential projects in the Moab area for over twenty years, including affordable housing projects, and has a history of hiring local subcontractors and workers on his Grand County projects. Tom Shellenberger has been a real estate broker and agent in Moab and Grand County for over 22 years, has served on the Grand County Planning Commission, and is intimately involved in community affairs and knowledgeable concerning the needs of the community. The principals of the Developer have been landowners in the Moab area, have spent a good deal of time enjoying Grand County over decades, and have a great appreciation for the beauty of the area. They are committed to the concept of development consistent with the planning of Moab and Grand County, which also addresses the community's various needs.

Issues for Consideration (Section 9.2.7 of the Grand County Land Use Code)

Below, the Developer addresses the various issues for consideration pertaining to the proposed rezoning.

1. Was the existing zone for the property adopted in error?

It does not appear the existing zoning of the Property of Large Lot Residential (LLR) was adopted in error. However, that zoning dates back many years, to September 2005, prior to the Grand County Land Use Code of 2008 ("Land Use Code"), Grand County's General Plan and master zoning overlay ("General Plan")(2012), and the Grand County and City of Moab Housing Study and Affordable Housing Plan of 2009 ("Affordable

Housing Plan"), all of which envision a transition to higher density residential zoning in this area with a focus on affordable housing.

The Property has never been developed, so no question has ever surfaced to the knowledge of the Developer, concerning the adequacy of the existing zone. However, the property is in a transition area. On the south and western side, the adjacent property is zoned for industrial use, while on the other ends (eastern and northern sides), the adjacent property is zoned for single family use. Thus, the recommendation for changing the zoning for the subject property is consistent with neighboring properties. More importantly, the proposed zoning is consistent with the master plan overlay for the area. The Development is currently conceived as having lower density on the property nearest to the neighboring area with single family homes, while having higher density housing nearer to the neighboring industrial property. Overall, a zoning change to MFR8 is desired for approximately 2/3 of the property with higher density on one side of Spanish Valley Drive and lower density on the other, so that the average is within the MFR8 designation.

2. Has there been a change of character in the area (e.g. installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.)?

There have been no changes in character to the subject area. However, the growth and expansion of Moab and surrounding areas, including areas near this Property, have indirectly changed the character by creating a need for affordable housing. There currently exists very little affordable land of any size in Moab or in the immediate vicinity that could make an appreciable impact on the significant need for affordable housing. The only properties of any size for multi-use development suitable for affordable housing are located in the corridor south of Moab. That is the direction of growth in the area, and the Property in particular is one of the very few locations of any appreciable size, within a few miles of downtown Moab, suitable for affordable residential housing.

3. Is there a need for the proposed uses(s) within the area or community?

There is a tremendous need for affordable housing in the greater Moab community. Both Moab City and Grand County have concluded that there is a significant need for more affordable housing, and this need is addressed in detail in the Affordable Housing Plan. Since 2009, it appears that the need for affordable housing in Moab and surrounding areas has only grown, as tourism and commerce in Moab and outlying areas have increased; all indications are that this need will continue to grow as the area increasingly

becomes a tourist and vacation destination, and as the population increases with both primary housing and secondary housing.

Since such a high percentage of residents in the area work in lower paid retail Tourism, Recreation, Leisure and Hospitality jobs, they present a housing dilemma. These workers are critical to the infrastructure of the area, yet their housing options are extremely limited. The Development, if rezoned, will address many of these needs.

The Affordable Housing Plan raised the issue. The report states:

“The economic health of Moab and Grand County and the economic well-being of its citizens are directly linked. The affordability of housing directly affects every other aspect of household economics as well as the economics of the community as a whole.”

The US Census Bureau indicates the Median Household Income for Grand County, Utah was \$45,888 for the period 2009 - 2013. Based on the definition in the Affordable Housing Plan, housing becomes affordable if no more than 30% of household income is required.

Based on this data, and other relevant criteria, home prices in the Development are estimated to be appropriate for buyers with income in the median income range. This pricing model is spelled out in detail in Appendix A of this document. It might be that a small percentage of potential buyers are above the average income range. For those below the income range it may be a consideration to allow a condominium complex to be utilized as a rental property.

In addition to all of the considerations described above pertaining to affordable housing, the Developer plans to seriously consider the possibility of offering lots for sale to the Grand County Housing Authority, to enable it to use its resources to facilitate the construction of lower cost dwellings on the Property.

4. Will there be benefits derived by the community or area by granting the proposed rezoning?

Without a doubt, the greater Moab community requires service workers to keep the economy thriving. Regional, national and international visitors are drawn to Moab to take advantage of the natural beauty and the abundant outdoor activities. These visitors pour millions of dollars into the local economy. It is essential that service workers, public servants and others are able to find reasonably priced housing in order to make the move to the area.

Today, more than ever, this has become a central issue for the community. As recently as October 8, 2015, the Moab Sun News asked the question in its “Word on the Street” section, “What issue would you like to see the next Moab City Council address?” One respondent, Kevin Key, responded, “Probably affordable housing – that’s a big one.” And, another local, Zanzi Mhlawuli said, “Focus on employee housing. This town needs a lot of that and there’s a high shortage of employees because of that...”

The Development will directly address this issue, which will, in turn, benefit the community as a whole. By offering potentially over 200 residential units over a period estimated to be between 2-4 years, the Development will be a substantial factor in reducing the affordable housing need in the Moab area.

5. Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically the Plan’s zoning map amendment guidelines (General Plan Sec. 4.2.14 Use Reasonable Land Use Regulations to Ensure Quality Development. P.61)?

The intentions and ambitions of the Development are in perfect alignment with the vision, goals and strategies espoused in the Grand County General Plan. Just a few examples are set forth here.

Vision: Diverse, prosperous and sustainable economy

Goal 1 – Make the county attractive for a wide range of economic Sectors

Strategy A – Support and participate in the established economic development efforts of local, regional and state government agencies to attract new businesses.

Any new or existing business is wholly dependent on its work force. This is especially true for service industries such as recreation, leisure and hospitality. And, these types of businesses must provide good service at a competitive rate in order to attract customers. Thus, there is pressure on the service businesses to keep their costs in check. And this trickles down. If service workers are paid modest wages, they have limited funds to spend on housing. If housing costs are out of line, workers will not be able to afford to live in the area.

Vision: Ecology, Water and Air

Goal 1 – Mitigate potential risks to the drinking water supply

Strategy F – Increase water conservation in agricultural and residential areas by encouraging secondary water systems for irrigation in new residential subdivisions

The Development has access to a pressurized irrigation water supply line. This water can be used for all irrigation aspects of the development instead of using the drinking water supply. All open space areas, gardens and community spaces can be irrigated with this secondary water supply. This will result in both a savings of cost to the community but, more importantly, a savings of use of drinking water.

Goal 7 – Reduce energy demand

Strategy B – Consider amending the land use code to facilitate solar energy systems

The Developer is currently investigating approaches to incorporate solar energy technology into the plan. The cost and availability of solar energy systems has changed dramatically in recent years. The climate in Grand County certainly appears well suited for these types of systems. Work is underway to determine the most appropriate technologies, most cost effective products, and best value systems integrators to install, integrate and maintain these systems.

Vision: Development Patterns

Goal 1 – Support and participate in the implementation of the Grand County and City of Moab Housing Study and Affordable Housing Plan.

Strategy B – Support rezoning to multi-family residential (MFR) within the MFR overlay and in Rural Centers when there is an Affordable Housing Plan.

The Development has a sophisticated and flexible approach to provide affordable housing options that will be embraced by future residents. The Development intends to create a master plan to provide efficiency, pride of ownership, and consistency with the natural landscape. However, these intentions must resonate with potential residents, so the Development will present an initial concept and judge public acceptance. If not an acceptable level, then a different concept will be presented for review. It is believed that by working with key experts on design and planning, that an acceptable approach will be perfected in short order, although market testing will be essential.

Vision: Recreation and Access

Goal 1 – Support and participate in the Trail Mix Committee and the implementation of the Grand County Non-motorized Trails Plan.

Strategy E – Encourage development proposals that include dedication of easements that maintain access through historic corridors and to public lands and connect to existing and planned trails

The Development not only intends to promote car- pooling or ride-sharing, but will also attempt to incorporate bicycle and walking paths and lanes in the community and along

major connecting roads; these lanes will be designed to, eventually, tie into bike/walking paths throughout the larger community, thus creating a network of trails. A bike lane added to Spanish Valley Drive, or possibly another route, would add a well-used thoroughfare to downtown Moab. Since this community will be a short distance to downtown, it is likely that riding a bicycle to work would be an appealing form of transportation.

6. Should the development be annexed to a city?

The Property is located approximately 1.5 miles from the Moab City boundary, and the Developer is not aware of any current efforts by adjoining landowners for annexation. Consequently, annexation would not appear to be realistic. In any case, there does not otherwise appear to be any advantages to annexing the Development to Moab (or any other city in Grand County). In fact, any efforts to annex would, in the Developer's judgment, likely increase costs to local residents.

7. Is the proposed density and intensity of use permitted in the proposed zoning district?

Yes, the parcel consists of 38.95 acres and is bisected by Spanish Valley Drive. Two thirds of the parcel has been designated as MFR8 overlay zone – that is the segment of the parcel on the western side of Spanish Valley Drive. The segment of the parcel on the east of Spanish Valley Drive is zoned for 2 houses per acre. Once the Master Plan is developed and submitted, it is envisioned that the resulting density will be spread across the entire acreage. It is anticipated that higher density buildings will be constructed to the south and west, near the adjacent land currently used for industrial purposes, while lower density construction will occur on the property east of Spanish Valley Drive, adjacent to properties to the north and east that are on single family developments.

8. Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts?

The Developer is keenly aware of the need to minimize environmental impact and to protect the scenic quality of the area. The location of this development is bounded by beautiful red rock formations on two sides. The property has a natural slope which will remain largely unchanged with roadways following the natural contour of the land. The Master Plan concept for the community will present a “look and feel” that is designed to blend in naturally with the environment. Color and design will be consistent with this style. Design features, such as adobe structures will be used as appropriate. In any case, materials conveying a “natural” appearance will be incorporated. It will be critical to have the overall plan blend well with the natural setting.

9. Are the proposed uses compatible with the surrounding area or uses; will there be adverse impacts and/or can any adverse impacts be adequately mitigated?

This property is actually ideal for the proposed development plan. There is such great need for affordable living options and this property has the size and scale to accommodate the housing density necessary for such a project. As stated, the property just adjacent to this is zoned and used for industrial purposes. So, placing higher density facilities near this side of the project is well suited.

The only possible adverse impact will be due to increased automobile traffic. A traffic study will need to be completed to more fully understand the impact. However, steps will be taken to mitigate any impact.

The Developer has been in discussions with the owner of a small parcel of 2.18 acres on Resource Blvd., bordering on the Property to the south. These discussions have focused on the Developer either obtaining an easement for a separate access road from Resource Blvd., or purchasing the adjoining parcel. Whether an easement or a purchase, the objective would be to create a separate access road for the Development connecting to Resource Blvd. The owner of this small parcel has indicated interest in either selling the lot or an easement. If purchased, this parcel, currently in the MFR8 overly zone, may be acquired and made part of the Master Plan of the Development for additional residential and additional ingress and egress to the Development, based on the results of the traffic study. Negotiations on this parcel are ongoing.

10. Are adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone? If utilities are not available, could they be reasonably extended? Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed development?

Yes, adequate utilities exist to support the Development plan. All necessary utilities currently run under or above Spanish Valley Drive which bisects the property.

11. Does the proposed change constitute "spot zoning"?

No, the Development does not fit within the standard definition of "spot zoning." Spot zoning is essentially the process of singling out a parcel of land, usually a smaller, parcel, for a use classification completely different from that of the surrounding area for the benefit of the owner/developer of the property and to the detriment of other owners. In other words, spot zoning is generally the opposite of planned zoning – as is the case in

this situation - where the planners take into account the compatibility of the zoning of surrounding uses, characteristics of the land, size of the parcel, and degree of public benefit. Most importantly, spot zoning often ignores the zoning district's comprehensive plan.

In this case, the rezoning requested is entirely consistent with Grand County's master plan, and the zoning overlay for Grand County. The Developer is not seeking inconsistent zoning, but instead seeks rezoning on a larger parcel of property, that reflects the overall zoning philosophy of the County, which also takes into account the Property's unique characteristics, and, finally, as indicated above, which will provide a significant benefit to the public by providing affordable housing to the Moab and greater areas.

Conclusion/ Summary

Moab and Grand County represent a very special location where people can enjoy breathtaking scenery, a variety of outdoor activities, and good quality lodging and dining experience. Tourism has grown tremendously over recent years, and rightfully so. It is a very special place and is destined to continue its growth in the foreseeable future.

A tremendous need exists for high quality housing targeting those in the median household income bracket. Many of the people in this income category are the service workers who provide the lifeblood for a vibrant community. Add to that the hard working public servants, and you have a considerable population without an adequate supply of affordable housing. This limited supply of housing could have the adverse effect of limiting the needed inflow of human capital.

Arroyo Crossing represents a new community for the working people of Moab. It is planned to integrate well within the natural habitat and blend in with the natural beauty. The design is contemplated to provide middle income residents with a community they can be proud of which will positively influence their lives with comfortable housing close to downtown Moab.

Arroyo Crossing is being created as a community that will also accommodate residents with higher income or asset levels. It will be a community that will also accommodate residents unable to commit to a purchase but still allow them to live in the lovely community on a rental basis. It is important to have the diversity of income levels and to attract residents because it is a great place to live.

Appendix A

Home Pricing Options

All scenarios are using \$800 per year in property tax and \$450 for insurance.
And each includes applicable MI, PMI, and Funding Fees.
No HOA fees included in these calculations.

80% of Grand County average annual income (\$36,710)

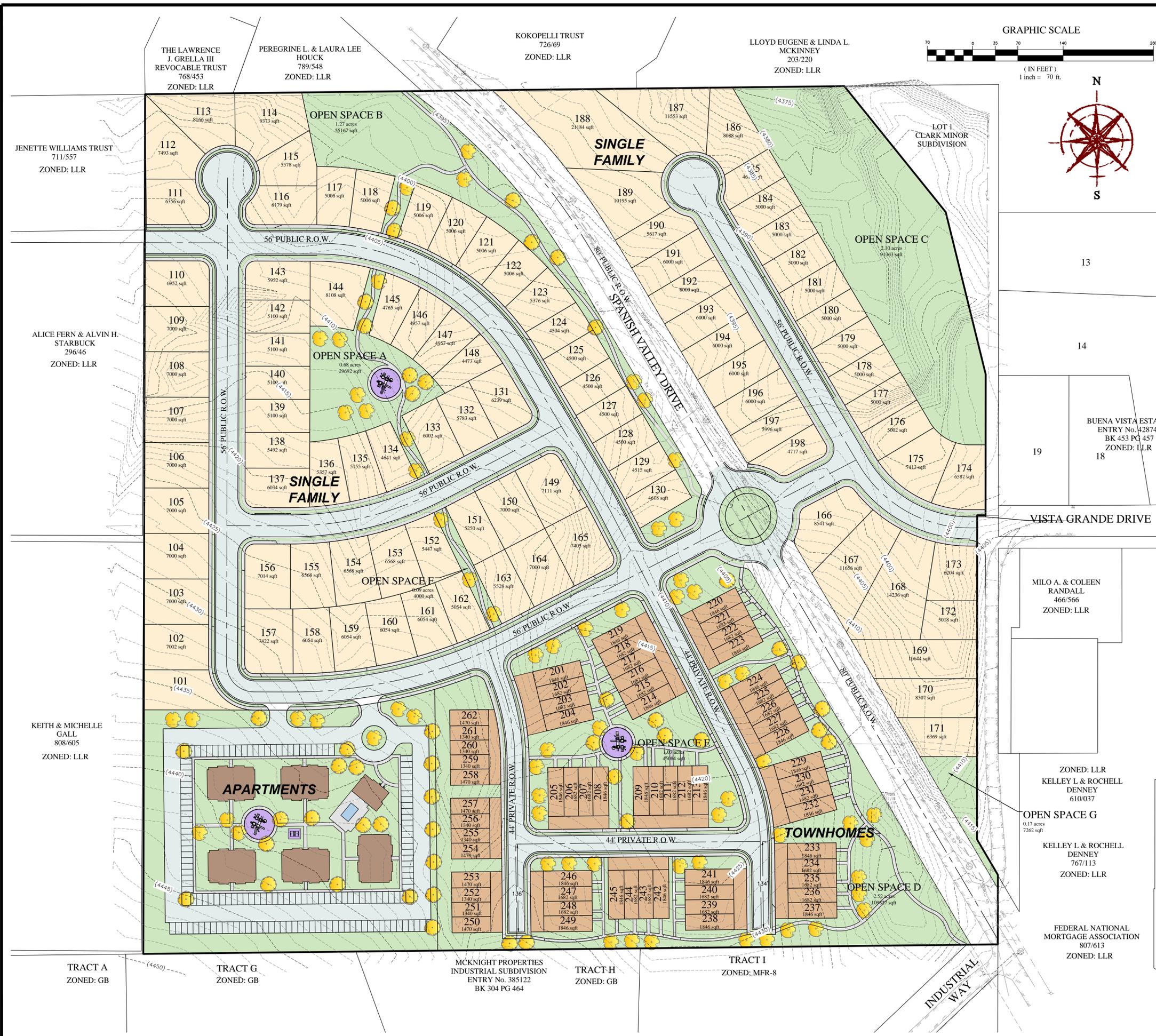
Loan Type	Rural Housing	FHA	Conventional
Max Housing DTI	31%	31%	31%
Hypothetical %	4.25%	4.25%	4.5
PITI Payment	\$946	\$946	\$943
Cash to Close	0	\$5,355	\$7,750
Price w/3% sales cons.	\$158,000	\$153,000	\$155,000

100% of Grand County average annual income (\$45,888)

Loan Type	Rural Housing	FHA	Conventional
Max Housing DTI	31%	31%	31%
Hypothetical %	4.25%	4.25%	4.5%
PITI Payment	\$1,186	\$1,183	\$1,187
Cash to Close	0	\$6,860	\$10,000
Price w/3% sales cons.	\$203,000	\$196,000	\$200,000

120% of Grand County average annual income (\$55,065)

Loan Type	Rural Housing	FHA	Conventional
Max Housing DTI	31%	31%	31%
Hypothetical %	4.25%	4.25%	4.5%
PITI Payment	\$1,421	\$1,426	\$1,425
Cash to Close	0	\$8,400	\$12,200
Price w/3% sales cons.	\$247,000	\$240,000	\$244,000



CONCEPT NARRATIVE

ORIGINAL PROPERTY	38.69 ACRES
WEST OF SPANISH VALLEY CENTERLINE	28.33 ACRES
EAST OF SPANISH VALLEY CENTERLINE	10.36 ACRES
CURRENT ZONING:	LLR 38.69 ACRES
PROPOSED ZONING:	MFR-8 38.69 ACRES

NOTE: THE PREDOMINANT ZONING IN THE AREA IS LLR WITH SOME MFR-8 AND GB ON THE ADJACENT PROPERTIES TO THE SOUTH OF THE SUBJECT PROPERTY.

SINGLE FAMILY LOTS	98
TOWNHOME UNITS	62
APARTMENT UNITS	60
TOTAL	220

NOTE: THE LOTS AND UNITS TABULATED ABOVE AND SHOWN ON THIS PLAN ONLY ILLUSTRATE AN IDEA OF THE TYPES OF PRODUCT MIX AND POTENTIAL UNIT CONFIGURATION THAT CAN BE ACHIEVED. THE ALLOWABLE UNITS FOR THE PROPERTY IS 220.

TOTAL UNITS ALLOWED 220 UNITS

OPEN SPACE (20% REQUIRED)	
SINGLE FAMILY	4.22 ACRES
TOWNHOME	3.55 ACRES
APARTMENT	1.8 ACRES
TOTAL OPEN SPACE	9.5 ACRES (24% OF TOTAL)

NOTE: THE REQUIRED OPEN SPACE IS 20% AND THE 24% SHOWN ON THIS PLAN IS ONLY AN ILLUSTRATION THAT THE 20% REQUIRED OPEN SPACE CAN BE ACHIEVED.

COMMON AREA:	
APARTMENT PARKING	1.44 ACRES
SINGLE FAMILY OPEN SPACE	4.22 ACRES
TOWNHOME OPEN SPACE	3.55 ACRES
APARTMENT OPEN SPACE	1.8 ACRES
TOTAL	10.94 ACRES

COMMON AREA AMENITIES:	
OPEN SPACE	7.7 ACRES MIN.
APARTMENT CLUB HOUSE	1500 SQFT MIN.
APARTMENT POOL	1200 SQFT MIN.
APARTMENT PLAY GROUND	1000 SQFT MIN.
TOWNHOME PLAY GROUND	1000 SQFT MIN.
SINGLE FAMILY PLAY GROUND	1000 SQFT MIN.
TRAILS AND SIDEWALKS (OUTSIDE OF PUBLIC RIGHT-OF-WAY)	

BUFFERING: WE PROPOSE TO FOLLOW THE GRAND COUNTY LAND USE CODE SECTION 6.3 AND 6.4 AND THE COUNTY CODE SECTION 5.4.1 FOR BUFFERING BETWEEN DIFFERENT ZONES OR INCONGRUOUS USES.

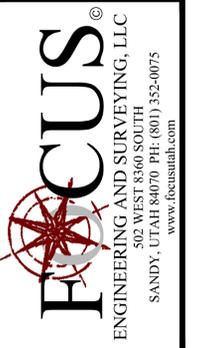
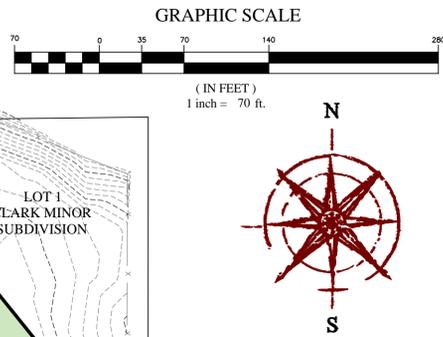
LANDSCAPING AND SCREENING WILL BE USED PER THE LAND USE CODE SECTION 6.10.

HOME OWNER'S ASSOCIATION: THE PROPOSED DEVELOPMENT WILL BE REQUIRED TO HAVE AT LEAST ONE HOME OWNERS ASSOCIATION. THE HOME OWNERS ASSOCIATION(S) WILL BE REQUIRED TO OWN AND MAINTAIN ALL OPEN SPACE, PRIVATE ROADS, COMMON AREA AND LIMITED COMMON AREA.

ROADWAY DEDICATION: RIGHT-OF-WAY DEDICATION ALONG SPANISH VALLEY DRIVE TO ACCOMMODATE A TOTAL OF 80 FOOT WIDE RIGHT-OF-WAY ALONG SPANISH VALLEY DRIVE WILL BE REQUIRED. THIS CONCEPTUAL PLAN SHOWS THE 80 FOOT RIGHT-OF-WAY REQUIRED FOR SPANISH VALLEY DRIVE.

NO RENTALS OF ANY UNITS IN THE PROPOSED DEVELOPMENTS WILL BE ALLOWED FOR LESS THEN 30 DAY RENTAL PERIODS.

DRAINAGE NARRATIVE: THE PROPOSED DEVELOPMENT DRAINAGE WILL BE HANDLED WITH ON-SITE RETENTION PONDS ON PARCELS "OPEN SPACE B" AND "OPEN SPACE C". THE RETENTION PONDS WILL BE SIZED TO HANDLE THE STORM WATER DISCHARGE FROM THE PROPOSED DEVELOPMENT FOR THE 100 YEAR 24 HOUR STORM EVENT. RETENTION PONDS WILL HOLD THE STORM WATER ON-SITE ALLOWING IT TO PERCOLATE INTO THE GROUND AFTER A STORM EVENT. THIS WILL REDUCE THE OFF-SITE STORM WATER IMPACT OF THE SUBJECT PROPERTY SINCE ALL OF THE STORM WATER WILL BE RETAINED ON-SITE. THERE IS AN EXISTING DRAINAGE IN THE SOUTH EAST CORNER OF THE SUBJECT PROPERTY THAT IS CURRENTLY PIPED UNDER SPANISH VALLEY DRIVE AND DISCHARGES INTO WHAT IS NOW SHOW AS "OPEN SPACE G". THE EXISTING DRAINAGE WILL REMAIN IN PLACE OR BE PIPED THROUGH THE SUBJECT PROPERTY WHERE NECESSARY. THE STORM WATER FROM THE DRAINAGE WILL EITHER BE RETAINED IN A POND ON PARCEL "OPEN SPACE G" OR PIPED AND RETAINED IN THE POND PLANNED FOR PARCEL "OPEN SPACE C". STORM DRAINAGE PIPING AND INFRASTRUCTURE WILL BE INSTALLED TO ACCOMMODATE THE DESCRIBED DRAINAGE NARRATIVE.



Arroyo Crossing
Grand County
Re-Zone Master Concept Plan

REVISION BLOCK	#	DATE	DESCRIPTION
	1		
	2		
	3		
	4		
	5		
	6		

Re-Zone Master Concept Plan

Scale: 1"=70' Drawn: TMR
Date: 11/30/15 Job #: 15-287
Sheet: 01

Z:\2015\15-287 Spanish Valley\MOA\Sheet\15-287 Spanish Valley\Concept sheets\rezone_concept_plan.dwg

Dec. 14, 2015

Grand County Council,

Regarding the proposed rezone of property from Large Lot Residential to Multi-family residential, located at 2022 Spanish Valley Drive.

I am not sure if this will be voted on Dec.15; I think not as it is not on the website agenda as of today, Dec. 14. I heard that during the Planning Commission meeting the developers' representative threatened to drop the project if a decision wasn't made soon. This is a huge zone change and should be given careful consideration; it will affect our community for a long time into the future. It shouldn't be made quickly because of a threat or for any other reason.

I do have a general comment regarding zone changes. I realize there is a housing shortage in Moab and Grand County. However, I am against any changes in zoning to increase housing density above current zoning levels until the county, and the city, come up with an aggressive plan to enforce all rules restricting overnight rentals. Further, any areas granted increased density should automatically disallow any overnight rentals. Homeowners surrounding these re-zoned parcels are heavily affected and shouldn't be punished further by tourist traffic. Current homeowners renting overnight illegally should be heavily fined. This enforcement and limiting of overnight rentals will improve quality of life in Moab neighborhoods, and, even more importantly, will greatly increase housing for locals.

Thank you for your service time to our county.

Mary Moran

1991 W Highland Dr

Moab, UT 84532

KaLeigh Welch

From: Suzanne Lewis [slewis9154@icloud.com]
Sent: Monday, December 14, 2015 6:20 PM
To: council@grandcountyutah.net
Subject: Rezone of 38 plus or minus acre parcel Spanish Valley Dr

Dear Council Members,
I am Suzanne Lewis, Realtor with Arches Real Estate Group and neighbor to this proposed development.
This piece will inevitably be developed. I think this is a well thought out project.
However I have some concerns:

TRAFFIC on Spanish Valley Drive

Spanish Valley Drive is narrow, winding and inadequate for heavy use. Adding 200 some homes will overwhelm the road without major improvement.

DRAINAGE

The Planning Commission meeting regarding this development brought real concern for existing drainage issues and the impact on neighboring Properties with the further development.

AFFORDABLE

There must be a mechanism to guarantee that affordable housing does not turn into housing out of the reach of Moab's workers. Unfortunately we have seen this increase in prices in other Moab "affordable " projects.

IMPACT

The neighborhood has a rural feel.
It is not wise to change the quiet nature of small farms , large lots and big trees with out a mitigating , careful plan to minimize the loss of that way of life.

All that being said , I think this development can be planned and executed carefully and be a successful addition to our community.

I urge you to consider these factors as you move forward and attach requirements to the approval process.

Thank you for your consideration .

Sincerely,

Suzanne Lewis

505 No Main St (Mailing)

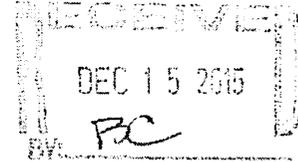
260 2658

Sent from my iPhone

Michael Rivette
Donna M. Rivette

December 14, 2015

Michael and Donna Rivette
1860 Plateau Circle
Moab, Utah



Grand County Council
125 East Center Street
Moab, UT 84532

ATTN: Council Members

Reference Re-Zone Arroyo Crossing, 2022 Spanish Vly. Drive, Moab, UT

Acceptance of this project as approved by the Grand County Planning Commission potentially changes my surrounding neighborhood.

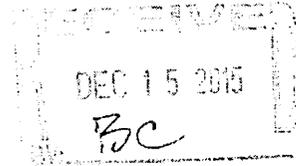
Water Usage W.M. Become a Problem w/ this Population Density!
Roads are not able to handle additional Travel safely.

More density within this area is not in our best interest and living structure.

Thank you for re-consideration.

NOT ENOUGH WATER !!

December 10, 2015



Grand County Council

125 East center Street

Moab, Utah 84532

Honorable Council Members,

This letter addresses the Grand County Planning Commission, Public Hearing held December 9, 2015 regarding ZONE CHANGE and Re-Zone Master Concept Plan for specific development, Arroyo Crossing, 2022 Spanish Valley Drive.

The County Planning Commission's approval of the zone change and Master Concept Plan will be presented to you at the next scheduled Grand County Council meeting.

It is our belief that our comments and the multiple comments of others in attendance were not in favor of rezoning this parcel.

Discussion of the project was not particularly negative; however, increased density to this area was NOT acceptable. The number of dwellings would double. Vehicle traffic would intensify. Population of this magnitude would more than change the rural neighborhood setting.

The project was presented as mid-income. Several comments were made by those attending, regarding the need for affordable housing; none of which supported this development.

Drainage is still a huge issue! As we understood, it will be dealt with in the 20% open-space theory.

The Developer stated this to be a phased project, timeframe dependent upon Moab City sewer repairs, etc. but it was necessary to get hurried approval at this time.

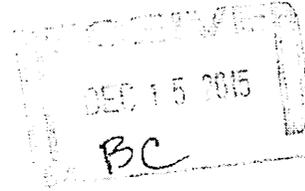
Thank you.

Respectfully,

Lloyd and Linda McKinney

(435)259-7587

December 14, 2015



Grand County Council
125 East Center Street
Moab, UT 84532

ATTN: Council Members

Reference Re-Zone Arroyo Crossing, 2022 Spanish Vly. Drive, Moab, UT

Acceptance of this project as approved by the Grand County Planning Commission potentially changes my surrounding neighborhood.

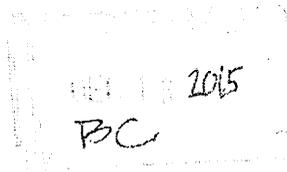
Roads are not able to handle additional Travel safely.

More density within this area is not in our best interest and living structure.

Thank you for re-consideration,

Alvin H. Starbuck

December 15, 2015



Grand County Council
125 East Center Street
Moab, UT 84532

RE: Re-zone for Arroyo Crossing development, 2022 Spanish Valley Drive, Moab

I feel this proposed development is not appropriate for the area. I live on Plateau Circle and would be directly impacted by having the increased traffic and activity.

The density will provide many problems for the surrounding residences and businesses.

The width of Spanish Valley is barely wide enough for two cars and does not provide safe travel for bicyclists. Having the additional traffic on Spanish Valley will be unsafe for any pedestrians and bicyclists. Having the round-about in the middle of the road would necessitate considerable widening of the road for that whole area.

In looking at the map, it appears there is only one entrance/exit each for the development on both sides of Spanish Valley. Considering the density of the buildings and population, that is not adequate. A lot of traffic would be using Resource Blvd. to access the highway. It is not wide enough to accommodate that volume of traffic and the businesses in the area will be impacted.

There would be a need for additional infrastructure including gas, sewer, and electrical service to the area. There is also a slope to the land that would necessitate adequate drainage. With the additional pavement in the development, much of the runoff could impact the residences. I have seen flash floods come through the area and where areas have washed out. It also appears that the development on the north side of the road borders or is in the flood plain. There is a plan for open space toward Pack Creek but may not be adequate for high water flow.

I am also concerned about the provision of additional fire and medical services for the area. Having an additional 220 residences could put an impact on the services currently being provided.

PLEASE consider denying the request to rezone this area for high density development. If it is to be developed, the density should be no more than 100 residences.

Sincerely,

Karen Feary
2033 E. Plateau Circle
P. O. Box 208
Moab, UT
435-201-0209
kfeary@msn.com

From: [Ruth Dillon](#)
To: [Bryony Chamberlain](#)
Subject: FW: Carmichael and Arroyo Crossing rezone applications
Date: Monday, December 21, 2015 5:27:49 PM

B, pls save this in the agenda folders for both of the applications:
Carmichael / directly east of Arena (Jan. 5)
Arroyo / at Resource Blvd (Council public hearing should be in Jan. I'm guessing as this has already been heard by Planning Commission)

From: Mike Duncan [mailto:mikeduncan@citlink.net]
Sent: Sunday, December 20, 2015 8:48 PM
To: Elizabeth Tubbs; Rory Paxman; Mary McGann; Lynn Jackson; Chris Baird; Jaylyn Hawks; trooperball@hotmail.com
Cc: Ruth Dillon
Subject: Carmichael and Arroyo Crossing rezone applications

Dear Council,

This letter (apparently) bounced using council@grandcounty.net ??AARGH***; thus the use of individual accounts.

Re the Carmichael and Arroyo Crossing rezone applications:

While I am and have been a member of the Grand County Planning Commission for seven years, I write to express my private opinion.

Two requests:

- Consider that you may be **creating a Moab suburb, call it South Moab**, stretching from the present south city limits out to Rim Village, which does not conform to the General Plan.
- Consider **requiring access to Highway 191** from these two subdivisions to mitigate traffic on Spanish Valley Road, despite likely objections from the applicants.

If you approve the RR to SLR upzone (20 acres and as many as 100 homes) request for the Carmichael property just north of Rim Village, you will create a Moab suburb of SLR (or denser) density that will ultimately stretch all the way from Rim Village to south city limits. This does not conform to recommendations of the Future Land Use Plan of the 2012 General Plan, which stipulates dense zoning closer to town.

Recall that Planning Commission and Council denied a similar SLR upzone request for a 17 acre parcel in the same general area a year or two ago. You can be sure the applicants of that parcel will soon be back if the Carmichael application is approved. This time I venture that the **Planning Commission cannot deny them**, despite expected vehement objections of the neighbors – they won't look so much like a spot zone and can certainly argue the character of the neighborhood has changed.

Then the floodgates will be open. As an example, consider that you are about to see (in two

weeks) still another larger upzone request, Arroyo Crossing, 40 acres and about 230 homes according to the present master plan, also on Spanish Valley Drive.

I do not object to this rezone, since it largely resides in a MFR overlay district of the Future Land Use Plan closer to town. However, in both cases (Carmichael and Arroyo Crossing), I would like to see **entry/exit to Highway 191**, in addition to dumping considerable traffic on beleaguered Spanish Valley Road, especially subject to choke points where it joins Mill Creek Drive and thence again where Mill Creek Road intersects 4th East and a subsequent problematic dogleg to 3rd South. This may require purchase by the applicants of right-of-ways. **I would like to see you defer approval of the Arroyo Crossing Master Plan** until this major issue (and several others raised at the Planning Commission hearing) has been addressed. The applicant will probably argue that there is plenty of time to address these issues, but my experience has shown that large issues should be tackled before expensive commitments are made.

Regards and thank you again for your service,
Mike Duncan
579 Rosetree
Moab
259.0246

December 26, 2015

Saxon Sharpe
2726 Calle Puentes Rd.
Moab, Utah 84532

Dear Grand County Council,

I am writing in opposition to the proposed zoning change on the 20-acre parcel at 3552 Spanish Valley Drive from rural residential to small lot residential. I attended the County Planning Commission meeting on November 11, 2015, when the proposed change was discussed. The County planning staff made the strong and logical argument that rezoning this parcel was not consistent with the 2012 Grand County General Plan and the Future Land Use Plan.

An upzoning change here would set a dangerous precedent. This zoning change would signal all owners of acreage that their properties could also be upzoned. Arguments for the zoning change seem to be limited: that there is already high density and commercial use (Rim Village, Arena, camping park) nearby and that the owners want to upzone to allow affordable housing. These are not strong arguments. If this property is upzoned using weak reasoning, there is no excuse not to upzone other properties in the future.

Additional reasons for not granting this zoning request exist.

1. This property is far south of Moab City and infilling should occur first within or near the city limits, as consistent with the General Plan.
2. There is no guarantee (and no way to guarantee) that smaller, lower cost homes would be built on this parcel to help alleviate our housing crisis. Once rezoned, the developer could develop the property in any manner consistent with the zoning requirements. Density could increase from 20 units to up to 150 units on this property.
3. The traffic would substantially increase on Spanish Valley Drive. How many more trips per day could this zoning change create? No traffic study has been done by a professional traffic engineer based on various alternative development scenarios. This is an important consideration. I ride my bicycle past this property regularly. I have seen equestrians, joggers, and parents pushing baby strollers using this section of road. The road is already busy, with most cars driving considerably above the speed limit. Increased traffic will make an already dangerous situation worse.
4. Residents and nearby property owners should have some degree of certainty that the zoning ordinance and General Plan will be followed.

Thank you for your consideration.

Sincerely,



Saxon Sharpe

From: Council
To: Rory Paxman; Mary McGann; Lynn Jackson; trooperball@hotmail.com; Jaylyn Hawks; Elizabeth Tubbs; Chris Baird; Zacharia Levine; Mary Hofhine; Ruth Dillon; Diana Carroll; Bryony Chamberlain
Subject: FW: Up-zoning
Date: Monday, December 28, 2015 10:30:51 AM

From: Carol Mayer [mtwcarol@earthlink.net]
Sent: Monday, December 28, 2015 9:38 AM
To: Council
Cc: city-council@moabcity.org
Subject: Up-zoning

Council Members:

I would like to register my opposition to the current issue regarding proposed zoning changes on city and county properties on Spanish Valley Drive.

I am not versed in Real Estate Law or Zoning Rules and Regulations but I do not believe there should be any re-zoning/up-zoning done in the County or City Limits until:

1. The governing bodies of BOTH the City of Moab and Grand County can work together and agree on a cohesive and creative plan that includes guarantees via deed restrictions, CC & R's, etc., providing equitable percentages of long term affordable housing for home/condo sales and resales within the current (and future) developments that would benefit from the higher densities.
2. The current USGS (I believe) survey of actual aquifer water availability for the valley (versus paper availability) is completed. Once we know the facts about water in/under our valley, and as a community (city and county) decide how water resources should be managed for the long term, we should not make decisions promoting unabated growth of the region.

I am hoping both governing bodies can step back, pause, consider all options, create new pathways to new solutions if necessary and make accurate, insightful decisions that would benefit the broadest range of citizenry in our valley. It is time to consider the bigger pictures, the broader strokes, the greater good for all in these changing and challenging times.

Thank you for your service to the place we all call 'home'.
Carol Mayer
444 Rosetree
Moab

From: [KaLeigh Welch](#)
To: [Chris Baird](#); [Elizabeth Tubbs](#); [Jaylyn Hawks](#); [Ken Ballantyne](#); [Ken Ballantyne \(kballantyne1@grandcountyutah.net\)](#); [Lynn Jackson](#); [Mary McGann](#); [Rory Paxman](#)
Cc: [Ruth Dillon](#); [Bryony Chamberlain](#); [Zacharia Levine](#); [Mary Hoffine](#); [Diana Carroll](#)
Subject: FW: Please pass to all Grand County Council members: proposed rezone of 2022 Spanish Valley Drive
Date: Tuesday, December 29, 2015 8:54:02 AM

From: Brian Parkin [<mailto:himself@brianparkin.com>]
Sent: Monday, December 28, 2015 2:25 PM
To: KaLeigh Welch
Subject: Please pass to all Grand County Council members: proposed rezone of 2022 Spanish Valley Drive

Brian Parkin
3411 S. Creekside Lane
Moab
UT 84532

(435) 259 0700

December 28th, 2015

Re: A **proposed Rezone** of property from Large Lot Residential to Multi-family residential, located at **2022 Spanish Valley Drive**

Dear Grand County Council Member,

I am writing to ask you to support the Grand County General Plan and the Grand County Planning Commission and **deny the application** to rezone the property located at 2022 Spanish Valley Drive.

Chapter 4: Future Land Use Plan of the Grand County General Plan zones the above property as Rural Residential (map, page 81) and there is **no reason to rezone** the property. The General Plan already has provision for affordable housing units in Rural Residential zones on page 66 as follows:

"This designation accommodates agriculture and single-family residential uses (1 dwelling unit per acre base density and up to 1.6 dwelling units per acre with a 50% open-space set-aside or fee in lieu and 25% affordable housing units or fee-in-lieu)."

The Grand County Council should **deny this rezone** application for three reasons:

1. Grand County already published comprehensive zoning maps and guidance in the Grand

County General Plan 2012.

2. The application is being made by the current landowner and not a developer of residential accommodation.

3. The rezone of this property would encourage subsequent application from Rural Residential landowners to rezone their properties.

The signal you give to the residents of Grand County is vital to the future of this property and all property in Spanish Valley.

Stick to the General Plan 2012 zoning maps and guidance.

Deny this application for rezoning.

Yours faithfully,

Brian Parkin,

Spanish Valley **resident**, Grand County **taxpayer**, Grand County **voter**

From: [Council](#)
To: [Bryony Chamberlain](#)
Subject: FW: Rezone from Large Lot Residential to Multi-family residential, property located at 2022 Spanish Valley Drive
Date: Tuesday, December 29, 2015 3:05:13 PM
Attachments: [Rezoning Spanish Valley property located at 2022 Spanish Valley Drive.pdf](#)

From: marian boardley [projects@marianboardley.com]
Sent: Monday, December 28, 2015 3:19 PM
To: Council
Cc: KaLeigh Welch
Subject: Rezone from Large Lot Residential to Multi-family residential, property located at 2022 Spanish Valley Drive

To Whom it May Concern:

Please find attached a letter regarding the rezone application of property from Large Lot Residential to Multi-family residential, located at **2022 Spanish Valley Drive**

Thank you for your attention,

Marian Boardley
(435) 210 1199



This email has been checked for viruses by Avast antivirus software.
www.avast.com

Marian Boardley
3411 S. Creekside Lane
Moab, UT 84532

(435) 210 1199

December 28th, 2015

Re: Proposed rezoning of property located at 2022 Spanish Valley Drive, Moab, UT
from Large Lot Residential to Multi-Family Residential.

Dear Grand County Council Member,

I am writing to ask you to uphold the Grand County General Plan and the decision of the Grand County Planning Commission and to **DENY the application** to rezone the property located at 2022 Spanish Valley Drive.

I understand that the current owners of the aforementioned property wish to have approved a rezoning of the land prior to selling the property for development. I object to this rezoning and believe the Grand County Council should **deny this rezone** application for several reasons:

1. Grand County already published comprehensive zoning maps and guidance in the Grand County General Plan 2012. The Grand County Council and Planning Commission spent many hours in consultation with voters and other public commenters to produce the General Plan. The reason we have this plan, in part, is so that the County is consistent when granting planning applications that are free of bias and influence from special interest groups. I am opposed to attempts to circumvent the General Plan for individual gain, or based on potential community benefits (namely, "affordable housing") that are already provided for in the Plan.

From the 2012 General Plan Update:

(<http://www.grandcountyutah.net/DocumentCenter/Home/View/200>, accessed 12/28/15)
"The General Plan is an officially adopted policy document that establishes the county's goals for the future and provides direction for decisions affecting the use and development of land, preservation of open space, transportation systems, partnerships with other organizations, economic growth and the expansion of public facilities and services. Citizens provided the policy direction articulated in the General Plan through extensive and broad-based participation. Citizens can use the General Plan to protect the qualities that brought them to their community, such as open space, views, drinking water protection, economic opportunities and community character. Property owners and developers can use the General Plan as a guide to predict what uses could occur both on and near their properties, allowing them to make informed land-use decisions."

2. *Chapter 4: Future Land Use Plan of the Grand County General Plan* zones the above property as Rural Residential (map, page 81) and there is **NO reason to rezone** the

property. The General Plan already has provision for affordable housing units in Rural Residential zones on page 66 as follows:

"This designation accommodates agriculture and single-family residential uses (1 dwelling unit per acre base density and up to 1.6 dwelling units per acre with a 50% open-space set-aside or fee in lieu and 25% affordable housing units or fee-in-lieu)."

3. The application is being made by the current landowner who is not a developer of residential accommodation. The current owner will have no control over the developer once the property is sold. Commitments made by the current owners to the Council to develop the property for the benefit of low- or middle-income families may not be honored by the persons who eventually develop the property for residential use.
4. Allowing a rezone of this property might encourage subsequent application from other Rural Residential landowners to rezone their properties for higher density use than the Plan allows. The Plan is intended to avoid spending more public time and money to regulate land use acre-by-acre. This is why we have zones.
5. The proposed housing density may significantly increase traffic use on Spanish Valley Drive (which provides access to the land in question). Currently the road is poorly marked, has no center stripe, and is prone to flooding at times of high rainfall.

The Grand County Planning Commission upheld the provisions of the General Plan when rejecting the rezone, and I ask all Council Members to support that decision, regardless of any personal opinions they may hold about the suitability of certain parts of Spanish Valley for higher density development because of proximity to Rim Village, the Spanish Trail Arena, and related county facilities.

The decision you make will give a signal to all the residents of Grand County and is vital to the future of this property and all property in Spanish Valley.

Please stick to the General Plan 2012 zoning maps and guidance. Deny this application for rezoning.

Yours faithfully,

Marian Boardley.

Full-time Spanish Valley resident; Grand County taxpayer; Grand County voter.

County Council Members,

12/30/2015

Re: Zoning change request for 3552 Spanish Valley Dr.

Continued research (into the zoning request for 3552 Spanish Valley Rd) has been very enlightening. We would like to make sure the County Council has the opportunity to consider what we have learned.

According to the county FLUP, the above parcel is not in an area deemed desirable for high density housing. The owners of the parcel are requesting a zone change to SLR which could increase density 5 fold. The SLR zone does not require developers to submit a master plan.

Now allow me to shift your attention for a moment to the "Arroyo Crossing" project near Resource Blvd. This project will be requesting MFR zoning. The MFR zone does require a master plan. The process required to obtain MFR zoning and approval of a master plan allow the county significant input, influence/control over the development itself. This is the process that is currently on-going with the "Arroyo Crossing" project. This process can provide significant assurance that the development will include truly affordable housing.

The "Arroyo Crossing" project will encompass just under 40 acres and the developer is willing to include affordable housing units in his master plan. We want to emphasize that the on-going creation of this master plan involves Zacharia and THE DEVELOPER. The "Arroyo Crossing" project is located approximately 2 miles north of the property at 3552 Spanish Valley Dr. This location is well within the portion of the valley designated in the county's plan as desirable for high density affordable housing. Council members with interests in supporting a "quick jump start" on affordable housing should be very interested in this project.

According to Zacharia Levine the property at 3552 Spanish Valley Dr. is not eligible for a zone change to MFR. So, at the present time, the county has no assurance that a zone change to SLR would result in the building of affordable housing. Once the tract is zoned SLR, a developer could choose to build 50 or 60 McMansions instead. We feel that this possible outcome would constitute sacrificing the rural character of our neighborhood for no higher purpose. Once this is done, it cannot be undone & it sets a very negative precedent. One domino falls into the next and so forth.

We ask that the council deny this zoning change. If the council decides that the best interests of the county will be served by re-zoning this 20 acre parcel, then why not require the developer him/herself to go through the process of requesting the zone change? If the goal is to encourage affordable housing, and the only assurance is to be a handshake, then we ask that the developer be required to show up, look all of you in the eye, and request the zoning change. The job of deciding who can be trusted to keep their word on such an important issue should rest on the shoulders of this council.

The Carmichaels can offer their property to anyone they desire. The developer/buyer can ask for a purchase agreement contingent upon a zoning change. This should not have a prohibitive effect upon the owners' ability to sell. It would also allow the people's elected officials to retain as much control/influence over the development as possible.

Thank you for your consideration of these suggestions. Bonita & Ken Kolb- 3649 Kerby Lane

From: glen
To: Council
Subject: 2 zone changes one good one bad
Date: Friday, January 01, 2016 10:04:00 AM

Dear Grand County Council,

I am writing in regard to 2 different zone changes in Grand county. The first one is located at approximately Resource Blvd and Spanish Valley. This will be one of the largest developments in Moab with over 200 homes. There is come concerned about this development but I would rather see one big development rather than a number of small ones. This zone changes fits in with the Master Plan but I have concerns with how the property will be developed. 200 homes will add a huge amount of traffic to Spanish Valley. At the planning commission traffic issues were raised but the developer said they would do traffic studies "later." I really think before there is a zone change granted we need to see more concrete site plans as to traffic flows. The focus of this project has to be toward Resource Blvd so that people would be more likely to drive to town on the highway rather than Spanish Valley.

A second concern is that the planning commission raised was the issue of affordable housing. There is nothing compelling the developer to do affordable housing but the Planning commission said that in return for the rezone they would like to see some small amount of affordable housing. At first the developer said of course but when the planning commission suggested that a deed restriction be placed on a portion of the property as a guarantee the developer said they just didn't have time. Well it only takes 5 minutes to file a deed restriction. I didn't like the way they acted when pushed on the issue. They obviously have no intention of doing anything.

The planning commission can only send a yes a no recommendation to the council but I would hope that you will review this zone change in more detail. We are doing this developer a big favor so to speak by granting this change. They can at least give us something in return.

My second zone change concern is over the Carmichael property. This plan does not fit with the Grand County Master Plan. Arguments have been made that Rim Village which is next store is a high density development but that zone change was done prior to the new Master Plan. If we grant the Carmichael's a zone change then we might as well just forget about the master plan because every adjacent property owner from the Carmichael's to the county line will say, did it for them why not me. It will be just a row of dominoes falling.

I trust that you will spend some time and review my concerns.

From: [marcia_tendick](#)
To: [Council](#)
Subject: ArroyoCrossing rezone
Date: Wednesday, January 06, 2016 1:03:39 PM

January 6, 2016

To members of the Grand County Council:

I am very concerned about what I understand was a recent decision by the county planning commission to rezone the pieces of land on Spanish Valley Drive between Plateau Circle and Resource Blvd. to much smaller parcels. From what I have been able to learn thus far, it would seem that the population of a fairly small area of land would increase exponentially, forever changing the character of this somewhat rural area. Why does there need to be such a large increase in the number of parcels planned and onto much smaller lots? How will that impact zoning for those of us living in the vicinity?

Also a big concern is the huge increase in traffic this will mean on both Spanish Valley Drive and, I would think, on Plateau Road and Starbuck Lane. I didn't see any approach that would come via 191 except, perhaps, the Resource Blvd. road – which would be another nightmare! If this development becomes a reality, there should be a requirement that a walking and biking lane be added on both sides of Spanish Valley Drive.

A third issue is how this will affect drainage in the area, (which I can't believe hasn't been part of the deliberations.) Arroyo Canyon is a large drainage area for that portion of land. How could houses be built there?

Thank you for considering these issues.

Marcia Tendick

From: [Council](#)
To: [Chris Baird](#); [Elizabeth Tubbs](#); [Jaylyn Hawks](#); [Ken Ballantyne](#); [Lynn Jackson](#); [Mary McGann](#); [Rory Paxman](#)
Cc: [Ruth Dillon](#); [Zacharia Levine](#); [Diana Carroll](#)
Subject: FW: Affordable Housing
Date: Tuesday, January 12, 2016 9:20:51 AM

From: William Love [mailto:sombra@frontiernet.net]
Sent: Saturday, January 09, 2016 7:39 PM
To: Council; city-council@moabcity.org
Subject: Affordable Housing

Please Distribute

The County and City are giving away valuable incentives on lands that are the most valuable for affordable housing and receiving vague and unenforceable promises in return.

The worst example is the MFR zone increase. This land east of the National Park Offices was set aside with an overlay zone that provided increased density, if the developer provides the county with **certified** affordable house. The increase in density in the current MFR will be worth tens of thousands of dollars to the developer, and the county will receive meaningless unenforceable promises that new owners can ignore. This MFR zone increase is a developer dream.

Promises made by developers who refuse to give a guarantee to build **certified** affordable housing are meaningless.

Bill Love

From: [Bryony Chamberlain](#)
To: [Chris Baird](#); [Elizabeth Tubbs](#); [Jaylyn Hawks](#); [Ken Ballantyne](#); [Lynn Jackson](#); [Mary McGann](#); [Rory Paxman](#)
Cc: [Diana Carroll](#); [Zacharia Levine](#)
Subject: FW: Spanish Valley re-zone
Date: Tuesday, January 12, 2016 9:54:06 AM

From: Elizabeth Tubbs
Sent: Tuesday, January 12, 2016 9:37 AM
To: Bryony Chamberlain; Ruth Dillon
Subject: Fwd: Spanish Valley re-zone

Sent from my iPad

Begin forwarded message:

From: Bruce Dissel <brucedissel@hotmail.com>
Date: January 12, 2016 at 8:37:13 AM MST
To: "etubbs@grandcountyutah.net" <etubbs@grandcountyutah.net>
Subject: Spanish Valley re-zone

Ms. Tubbs,

My wife and I are against spot re-zoning in the county. Changing zoning every time an owner or developer asks makes a sham out of the zoning process. Further there is no guarantee that there would be ANY affordable housing built once the parcel sells (The present owners stated intent).

Please stand up for planning and zoning in Grand Co by voting against this re-zone.

Bruce Dissel

Barb Lacy

moab, UT.

From: [Ruth Dillon](#)
To: [Council](#)
Subject: FW: Arroyo Crossing-No Urbanization of Resource Blvd./Spanish Valley Dr.
Date: Tuesday, January 12, 2016 5:11:50 PM

From: Gigi Love [mailto:lovecha@hotmail.com]
Sent: Tuesday, January 12, 2016 1:29 PM
To: Ruth Dillon
Subject: Arroyo Crossing-No Urbanization of Resource Blvd./Spanish Valley Dr.

Dear Ruth,

My husband and I just bought a home last year at 2112 Buena Vista Dr. which is directly across the street from this purposed development area. We greatly object to having a low income subdivision across the street from our home. We spent 2 years carefully searching for a home with Rachel Moody, our realtor.

We specifically choose this area for the quality of life we wished to enjoy into our retirement years. This is a life we envisioned free from the hustle and bustle of main street traffic, street lights, building and chaotic noise, and all the elements that come with suburbia.

I strongly recommend spreading out the growth rather than urbanize Resource Blvd. and Spanish Valley Drive. The building ought to reflect the pursuit of quality of life we selected when purchasing that far out of town, rather than in town.

This would be a huge blow to our hopes and dreams of a future retirement in Moab.

I have been a part of the Moab community for over 20years. All I ever dreamed of was to own a home, and that dream came true last year-finally. Please make adjustments to create this development of housing in a reasonable way that supports our desire to have open space, peaceful living, and low traffic on every level.

We have enough to deal with since to Razors came to town last year, and this would only make our area of Spanish Valley drive busier and would surely take away from the quality of life we envisioned when we purchased our \$350,000 home and property in Sept of 2014.

Sincerely, Charlene Love Nicholson and Peter Nicholson

2112 Buena Vista Dr.
Moab, Utah 84532
970-426-9475

FINET COMMODITY CODE(S):

760-03 - Backhoe

760-04 - Backhoe/loader Combination

975-08 - Agricultural Tractors, Mowers, Implements and Accessories Rental or Lease

975-66 - Road and Highway Equipment (not Otherwise Classified) Rental or Lease

REVISION HISTORY: