



GRAND COUNTY COUNCIL REGULAR MEETING

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

AGENDA

Tuesday, February 2, 2016

2:00 p.m.

- ❑ **Workshop**
 - A. Housing Workshop (Zacharia Levine, Community Development Director)

3:45 p.m.

- ❑ **Recess**

4:00 p.m.

- ❑ **Call to Order**
- ❑ **Pledge of Allegiance**
- ❑ **Approval of Minutes** (Diana Carroll, Clerk/Auditor)
 - B. January 19, 2016 (County Council Conference Call, Workshop and Regular Meeting)
- ❑ **Ratification of Payment of Bills**
- ❑ **Elected Official Reports**
- ❑ **Council Administrator Report**
- ❑ **Department Reports**
 - C. 2015 Grand County Public Library Report (Carrie Valdes, Library Director)
 - D. Update on Danish Flats Air Permit (Lee Shenton, Technical Inspector)
- ❑ **Agency Reports**
- ❑ **Citizens to Be Heard**
- ❑ **Presentations**
 - E. Recognition of 8 Million Tons of Uranium Mill Tailings Removal and Disposal (Donald Metzler, Department of Energy Federal Project Director, Moab UMTRA Project and Lee Shenton, Grand County UMTRA Liaison)
- ❑ **Discussion Items**
 - F. Calendar Items and Public Notices (Bryony Chamberlain, Council Office Coordinator)
- ❑ **General Business- Action Items- Discussion and Consideration of:**
 - G. Approving the Final Easement Agreement with School and Institutional Trust Lands Administration (SITLA) to Extend the Fallen Peace Officer Four-Wheel Drive Trail One Mile Northwest (Clif Koontz, Executive Director, Ride With Respect)
 - H. Approving Proposed Letter of Support to the Bureau of Land Management for Canyonlands Half Marathon Races and The Other Half Race (Council Member Jackson)
 - I. Approving Proposed Investment Management Agreement with Zions Capital Advisors for the Purpose of Investing 2 Million Dollars of the County's General Fund Balance (Chris Kauffman, Treasurer)
 - J. Identifying and Approving Interim Funding for 2016 Winter Snow Removal of Approximately 4.5 Miles on Geyser Pass Road, a San Juan County Road, and Associated Parking Areas Located in the Forest Service (Bill Jackson, Road Supervisor)
 - K. Adopting 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 Blvd) (Zacharia Levine, Community Development Director)

- L. Approving an Independent, As-Needed Contractor to Serve as the Grand County Hearing Officer, which is the Land Use Appeal Authority as Defined in the Grand County Land Use Code (Zacharia Levine, Community Development Director)
- M. Prioritizing and Approving Proposed Updates to the Capital Improvement Projects List for Proposed Projects within Grand County for Submission to Southeastern Utah Association of Local Governments (SEUALG) for Potential Funding by the Permanent Community Impact Fund Board (CIB), Postponed from October 20, 2015 (Ruth Dillon, Council Administrator)
- **Consent Agenda- Action Items**
 - N. Approving Proposed Letter of Agreement and Business Associate Agreement between Moab Regional Hospital/Moab Valley Healthcare and Grand County Emergency Medical Services for the Purpose of Providing Clinical Site Training Services for Students Needing Clinical Hours
 - O. Approving Proposed Under Agreement between Classic Air Care and Grand County Emergency Medical Services for the Purpose of Creating a Ground Ambulance “Specialty Care Transfer” Transport when the Weather or other Factors Prevents Flight of a Critical Patient
 - P. Approving Council Assignment to Change Homeless Coordinating Committee Liaison from Council Member Hawks to Council Member McGann
- **Public Hearings- Possible Action Items**
 - Q. Public Hearing to Hear Public Input on County Substance Use Disorder and Mental Health Needs (Karen Dolan, Chief Executive Officer, Four Corners Community Behavioral Health)
- **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.

AGENDA SUMMARY
GRAND COUNTY COUNCIL WORKSHOP
FEBRUARY 2, 2016
Agenda Item: A

TITLE:	Housing Workshop
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

BACKGROUND:

On January 19, 2016, the Grand County Council voted to hold housing workshops ahead of each regular meeting (1st and 3rd Tuesdays of each month). Housing affordability is a primary community challenge that will require a multitude of solutions. Amendments to the Grand County Land Use Code to facilitate affordable housing development will be discussed, as will other regulatory, budgetary, and programmatic solutions.

ATTACHMENT(S):

Amending the Grand County Land Use Code (.pdf)
Housing affordability update (.pdf)

Amending the Grand County Land Use Code to promote housing affordability

Zacharia Levine, MCRP

Community Development Director

Interlocal Housing Task Force, Chair

Code enforcement is the foundation

Barrier	LUC amendment	How barrier is addressed	Additional info/comment
Current and ongoing code violations	Update code enforcement language & protocol	<ul style="list-style-type: none"><li data-bbox="912 439 1488 589">• Council-supported institutionalization of code enforcement<li data-bbox="912 668 1488 761">• Community recognition of code enforcement	<ul style="list-style-type: none"><li data-bbox="1605 439 2390 589">• New code enforcement protocol and violation letters drafted and currently under review<li data-bbox="1605 668 2410 818">• The County is currently missing out on a significant amount of tax revenue from illegal overnight rentals<li data-bbox="1605 896 2410 1103">• Code enforcement ensures regulatory measures to promote housing affordability are not undermined by code violations

What is affordable housing?

Barrier	LUC amendment	How barrier is addressed	Additional info/comment
The LUC does not have an explicit definition of housing affordability	Add definitions of affordable housing:	<ul style="list-style-type: none">All housing costs, including mortgage or rent, taxes, insurance, utilities, and maintenance or HOA fees, amount to less than 30% of a household's incomeUtilize Median Family Income, as defined by the most current HUD limits (FY'15 = \$55,300, adjusted for family size), to identify target households (e.g. 80% MFI)http://www.huduser.gov/portal/datasets/il.html	<ul style="list-style-type: none">HUD MFI is the figure used in State and Federal housing programs. It differs significantly from the Census' ACS figuresEx: ACS '09-'13, Area Median Income = \$45,888/yr. vs. HUD's FY '15 Median Family Income = \$55,300

Who needs affordable housing?

Barrier	LUC amendment	How barrier is addressed	Additional info/comment
<p>The LUC does not define target populations based on income or employment</p>	<p>Add definitions of affordable housing target populations</p>	<ul style="list-style-type: none"> • Affordable housing is to be targeted towards households with at least one individual currently employed within the boundaries of Grand County, or 9 out of the last 12 months. • Define numerical or percentage targets for households according to income level (TBD) <ul style="list-style-type: none"> • 30% of HUD MFI • 50% of HUD MFI • 80% of HUD MFI • 100% of HUD MFI • 120% of HUD MFI 	<ul style="list-style-type: none"> • Council could further specify employment targets for essential service providers (sheriffs, fire fighters, nurses, teachers, etc.) • Income-based targets should be based on a combination of the number of households per income level and current housing market (i.e. number of housing units available for sale/rent at affordable levels for each income level).

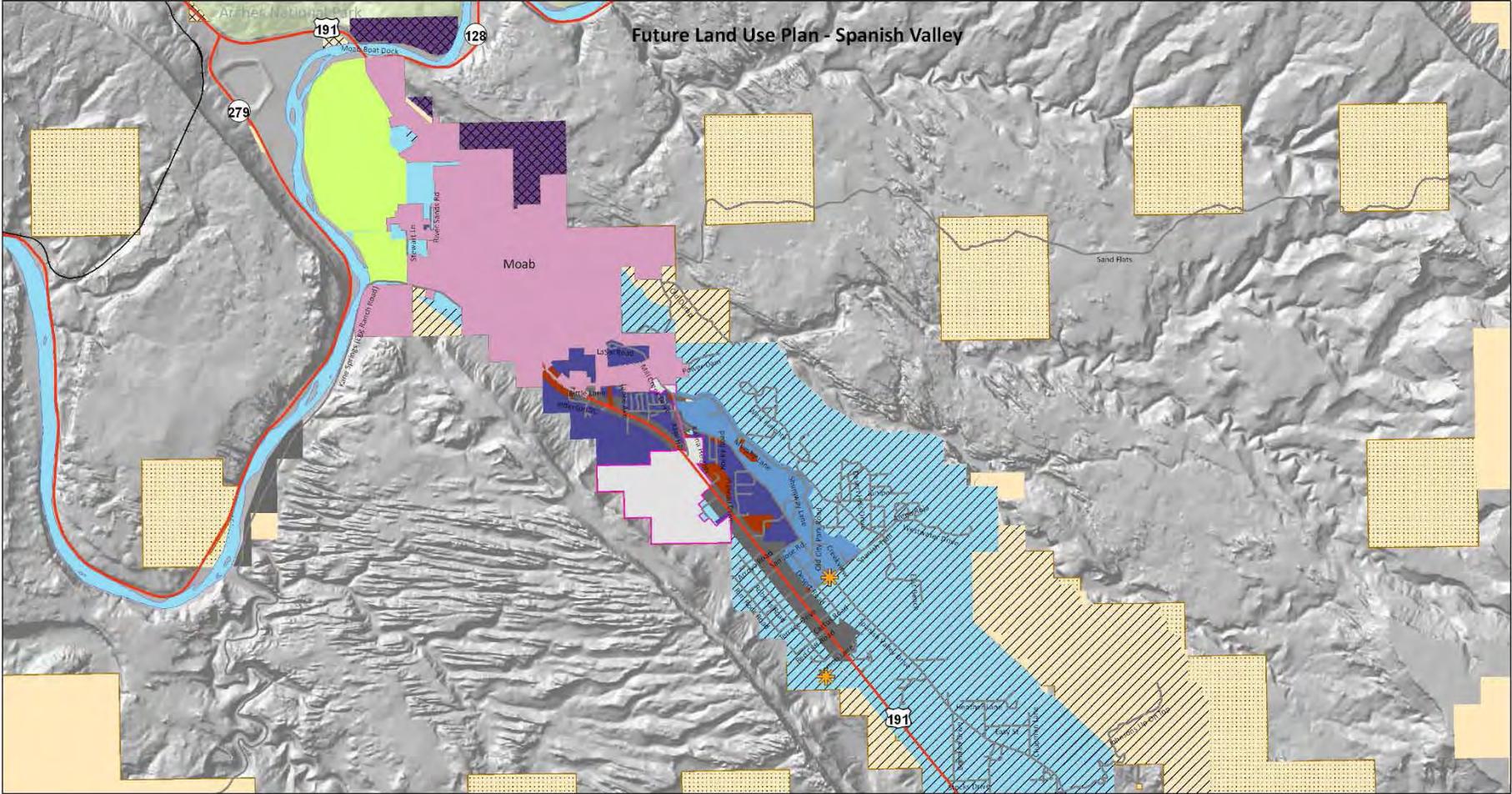
Ensuring affordability over time

Barrier	LUC amendment	How barrier is addressed	Additional info/comment
<p>No mechanism exists within the LUC to ensure permanent affordability</p>	<p>Require all new affordable housing to include some form of deed restriction, and designate HASU as the monitoring or enforcement agent</p>	<ul style="list-style-type: none"> • Deed restrictions ensure that affordable housing remains affordable and/or that target populations have access to housing over time • Deed restrict based on: <ul style="list-style-type: none"> • Income, employment, sales/rental limits, equity caps, etc. • Allow for project by project consideration 	<ul style="list-style-type: none"> • Permanent (or long-term) affordability is critical in a housing market with limited developable land

Promoting compact development

Barrier	LUC amendment	How barrier is addressed	Additional info/comment
<p>Low density leads to inefficient land use, high infrastructure maintenance costs, and high land costs</p> <p>Current res. zoning: MFR: 8/10/14 du/acre SLR: 5 du/acre LLR: 2 du/acre RR: 1 du/acre</p> <p>**Most of the valley is zoned LLR or RR</p>	<p>Increase maximum densities in selected areas of Grand County, especially those with affordability components</p>	<ul style="list-style-type: none"> • Density ≠ affordability, but it's hard to get affordability without density. • Amend the General Plan by revisiting the Future Land Use Plan (FLUP) map 	<ul style="list-style-type: none"> • Increasing densities and granting up-zone requests should be supported by impact fees and infrastructure master plans: water, sewer, drainage, trails, and roads. • Currently, Grand County is limited as much by infrastructure as it is land. • Density increases could be across the board or restricted by inclusionary zoning • The USGS groundwater study should provide additional information on water-related constraints

2012 Future Land Use Plan

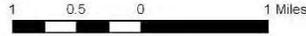


Future Land Use Plan Designations

- General Business
- North Corridor Recreation
- Residential Infill
- Rural Residential
- Highway Mixed Use
- Industry Resource
- Transition Residential
- Range, Resource, and Recreation
- ★ Rural Center
- /// Ridgeline Protection
- ⊗ Scenic Corridor



- I-70
- State Land Trust
- Matheson Preserve
- Highways
- Federal Lands
- Pending SITLA Transfer to BLM
- Local Roads
- Railroad
- Pending Annexation



Promoting compact development

Barrier	LUC amendment	How barrier is addressed	Additional info/comment
<p>Inefficient land use – open space requirement keeps land costs high</p>	<p>Remove open space requirements for PUDs utilizing affordable housing bonus densities</p> <p><i>Allow existing subdivisions to develop deed restricted units on previously required open space</i></p>	<ul style="list-style-type: none"> • Land costs are the primary barrier to housing affordability in Grand County • Without a 20% open space requirement, a PUD can receive bonus densities without losing developable land. 	<ul style="list-style-type: none"> • Grand County has more than 2M acres of public land (i.e. open space) • HASU can manage the deed restrictions on developed open space in existing subdivisions, as with other deed restrictions

Promoting compact development

Barrier	LUC amendment	How barrier is addressed	Additional info/comment
Minimum lot sizes, setback requirements, buffer requirements, height restrictions, parking requirements, road widths	<ul style="list-style-type: none">• Reduce minimum lot sizes and setbacks in higher density zones• Modify buffer (compatibility) requirements• Increase height limits• Reduce parking requirements and interior road widths	<ul style="list-style-type: none">• Collectively, these amendments significantly increase land use efficiency	<ul style="list-style-type: none">• Lot size reduction will also be achieved through changes in density limits• Buffer requirements were introduced to create compatibility between high-density condo developments and single-family homes. How can we achieve the intent without creating too much unbuildable land• Line of sight conditions to protect canyon rims can remain in effect

Promoting infill development

Barrier	LUC amendment	How barrier is addressed	Additional info/comment
Accessory Dwelling Unit (ADU), or “mother-in-law,” restrictions	<ul style="list-style-type: none">• Remove owner occupancy requirements• Reduce or remove minimum lot sizes required• Increase maximum height limit to match the underlying zone district	<ul style="list-style-type: none">• Relaxing constraints on ADUs increases the potential for efficient land use	<ul style="list-style-type: none">• GWSSA may need to amend policy on impact fees for ADUs to accommodate additional growth

Preventing housing loss

Barrier	LUC amendment	How barrier is addressed	Additional info/comment
There currently is no mechanism in place to prevent housing loss	Require housing mitigation plans for demolitions, residential to commercial rezones, and residential to commercial conversions	<ul style="list-style-type: none">• Owners/developers may not reduce Grand County's housing stock, or land available for residential housing without mitigating the impact through construction or fees-in lieu.• Exceptions must be defined	<ul style="list-style-type: none">• Exceptions must be defined

Enabling seasonal housing opportunities

Barrier	LUC amendment	How barrier is addressed	Additional info/comment
<p>Dormitories</p> <p>Group housing in residential areas</p> <p>Seasonal campgrounds (non-commercial, long-term camp parks)</p>	<p>Add dormitory to the Use Table and define conditionally permitted zones</p> <p>Modify definition of family/max # of unrelated individuals</p>	<ul style="list-style-type: none"> • Temporary residents and seasonal employees do not always demand or require traditional, permanent housing • Group housing (>5 unrelated family members) can accommodate temporary residents and seasonal workers • Enables the use of non-IBC structures to be used for housing without creating liability for the County 	<ul style="list-style-type: none"> • Legal review is needed re: non-IBC structures used for long-term stays • Where should these be allowed? • How to prevent commercial/overnight uses

New development to include affordability

Barrier	LUC amendment	How barrier is addressed	Additional info/comment
<p>Currently, the LUC does not have a mechanism to ensure all new development includes affordable housing</p>	<p>Adopt an assured housing policy:</p> <ul style="list-style-type: none"> Housing developers to build a number of affordable equivalent residential units (ERUs) equivalent to 20% of proposed density Commercial developers to build a number of affordable equivalent residential units (ERUs) equivalent of 20% of new housing demand created 	<ul style="list-style-type: none"> Assured housing policies ensure that new development includes affordable housing 	<ul style="list-style-type: none"> Required affordable units <u>do not count</u> against density Exceptions must be defined Fee-in-lieu options must be defined It is reasonable to require developers create their fair share of affordable housing

Budgetary decisions: Impact fee waivers

Barrier	LUC amendment	How barrier is addressed	Additional info/comment
Impact fees increase development costs	Add explicit language to the LUC allowing for deed-restricted housing to be eligible for impact fee waivers	<ul style="list-style-type: none">• Waiving impact fees enables cost-savings to be passed on to buyers/renters	<ul style="list-style-type: none">• Deed-restricted housing required by inclusionary policies should not be eligible for impact fee waivers

Budgetary decisions: Impact fee modifications

Barrier	LUC amendment	How barrier is addressed	Additional info/comment
Impact fees do not reflect development type or differences in long-term maintenance costs	Modify impact fees: <ul style="list-style-type: none">• Decrease fees for high density dev't. & housing• Increase fees for hotels, campgrounds, and overnight rentals	<ul style="list-style-type: none">• Impact fees incentivize/disincentivize compact development or sprawling development because they don't differentiate between development patterns or residential building sizes	<ul style="list-style-type: none">• The 2015 capital facilities plan and impact fee facilities plan (written by Horrocks Engineers)• Legal review will be necessary

Next Steps

- Hold workshops with the city and county planning commissions, city and county councils, and public
- Draft ordinances reflecting code amendments
- Hold public hearings and adopt ordinances
- Final comments:
 - Discuss the possibility of sunset clauses (i.e. 1 year trial periods)
 - Review the Grand County Impact Fee Facilities Plan (IFFP)

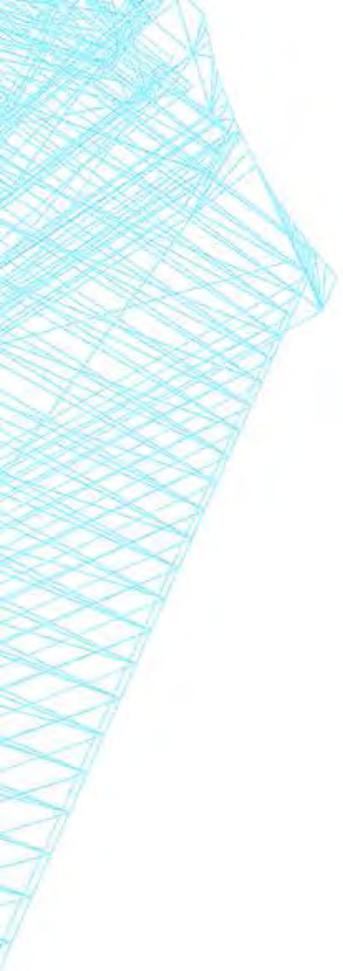


MOAB AREA HOUSING

An update on the crisis...

Zacharia Levine, GC Community Development

Photo courtesy of Bryan Bowen Architects



INTERLOCAL HOUSING TASK FORCE

Mel Hugentobler

Tiffany Van Sickle

Rachel Moody

Jazmine Duncan

Jeff Reinhart

Dave Knowles

Ben Riley

Ken Davey

Melissa Byrd

Shik Han

Leticia Bentley

Joey Allred

Mike Badger

Heila Ershadi

Audrey Graham

Barbara Hicks

LaDonna Kiniston

Darcey Brown

Jeff Whitney

Jaylyn Hawks

David Olsen

Dennis Brown

Emily Niehaus

Rikki Epperson

Kalen Jones

Jim Webster

Rani Deraseray

Michele Blackburn

Todd Thorne

Peggy Hosner

Mike Duncan

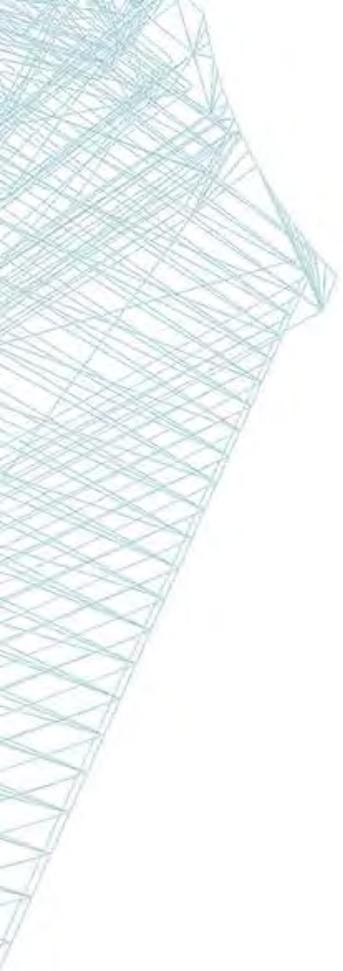
Molly Marcello

Katlyn Keane

Annalee Howlend

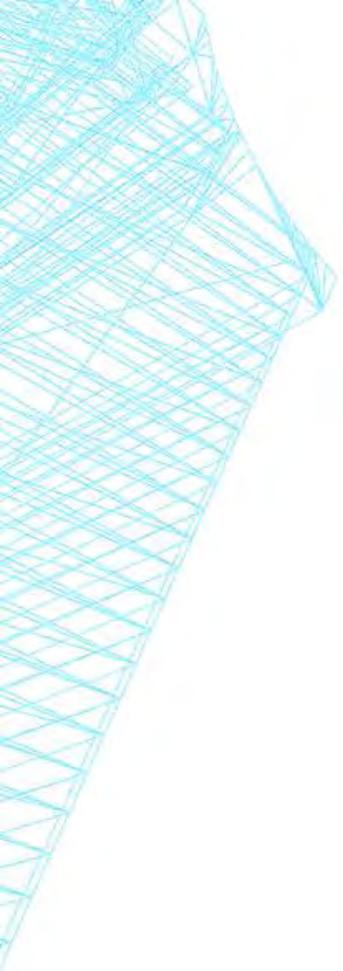
Susan Marhall

Zacharia Levine



OBJECTIVES

- What is housing affordability?
- Review 2009 Affordable Housing Plan
- Understand current market conditions and housing needs
- Review progress made over the last six years
- Identify needed legislative actions and a benchmark timeline



WHAT IS HOUSING AFFORDABILITY?

HOUSING AFFORDABILITY

- All housing costs – mortgage/rent, utilities, & maintenance – must be *less than 30% of HH income*
 - >30% of HH income = “cost-burdened”
 - >50% of HH income = “severely cost-burdened”
- *Residual income* is also an important metric
 - How much money is left over after housing costs?
 - Even 30% from a low HH income leaves little for other essential expenditures



Household Area Median Income (AMI) = \$55,300/yr for a family of four (HUD 2015)

What can area households afford?

Summary of Local Affordability

Household Income	Maximum Monthly Income for Housing Expenses	Maximum Mortgage Loan Amount	Maximum Sales Price 10% Down; 30 yr fixed @4.00% w/2% PMI
<i>≤30% AMI</i>	\$415	\$25,579	\$28,421
<i>>30% to ≤50% AMI</i>	\$691	\$68,508	\$76,120
<i>>50% to ≤80% AMI</i>	\$1,106	\$132,902	\$147,669
<i>>80% to ≤100% AMI</i>	\$1,383	\$175,832	\$195,369

*Affordability summary based on a household size of 4.

Median (active) List Price in May 2015: \$290,000

Average (active) List Price in May 2015: \$351,700

Residual Income Approach

- *EX: 4 person and low-income household (50% AMI)*
- HH income = \$2304/mo.
- Housing Costs = \$1931 (owner); \$1000/mo. (renter)
 - Median rent in Grand County (\$750/mo.) + Utilities (\$250/mo.)



- After housing, is **\$373/mo. or \$1304/mo. residual** enough to cover all other essential expenditures for a family of four?



“We have found it **difficult to hire qualified people** in our field (Veterinary Medicine).”

“We pay the national average in wages, but expensive housing **keeps people from moving and staying here.**”

“Providing **employee housing** is a cost of doing **business** in Moab.”

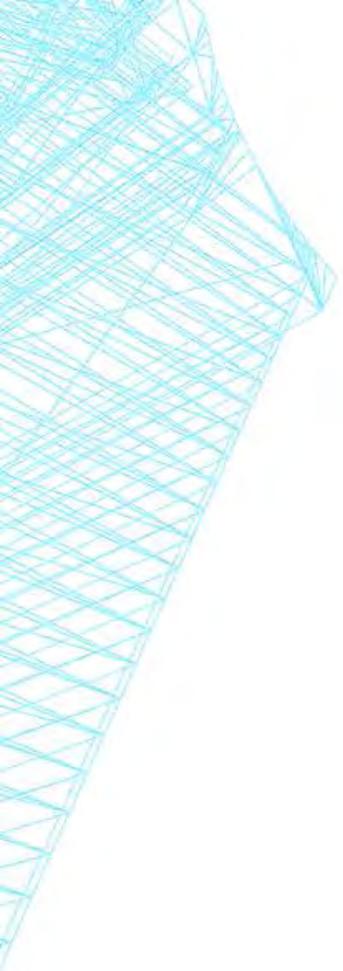


Quality of housing
central to childhood
development



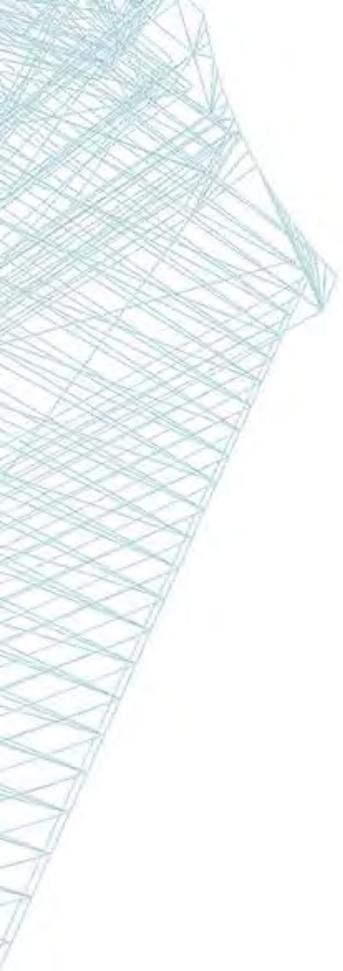
“Safe neighborhoods **improve neighborhood attachment, and social and behavioral health.**”

“I believe **overcrowding in the household** created an environment where **physical and sexual abuse** could more easily take place.”



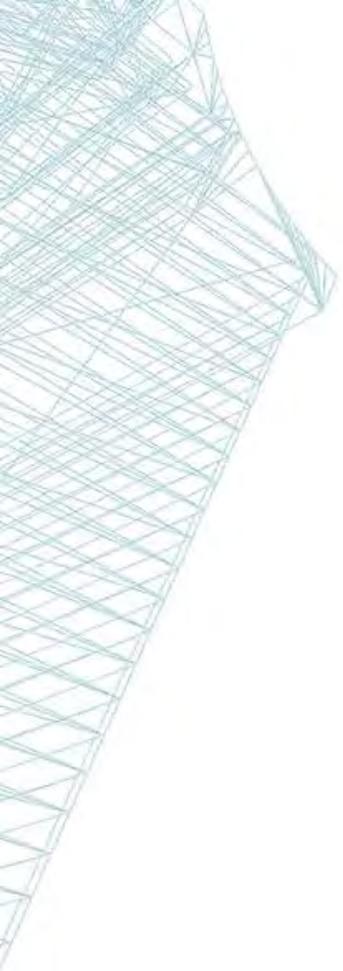
MOAB CITY AND GRAND COUNTY

2009 HOUSING STUDY &
AFFORDABLE HOUSING PLAN



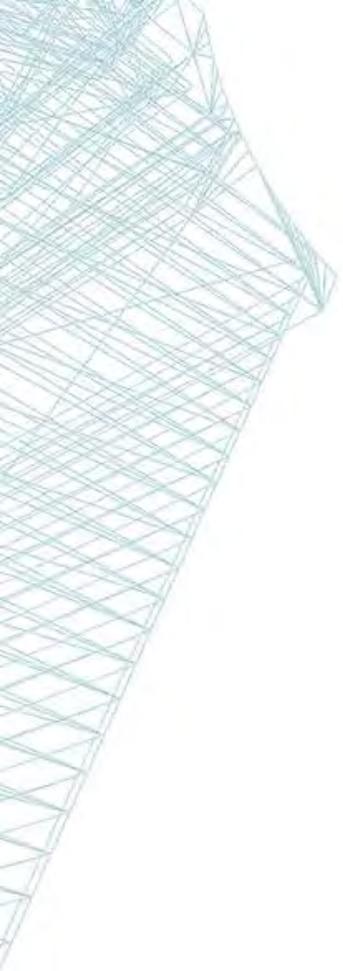
GENERAL CONCEPTS/INTRODUCTION

- Created in response to local needs and state-level legislation
- NOT created in a vacuum!
- Funded through a \$10,000 grant secured by Moab City from the Utah Quality Growth Commission
- Facilitation provided by the Rural Community Assistance Corporation (RCAC)
- Adopted May 18, 2009



WHAT DOES THE 2009 PLAN INCLUDE?

- Demographics and housing analysis
 - Housing conditions assessed by SEU-ALG [in the 2005 Consolidated Plan](#)
- Key terms/definitions
- Progress-to-date ([up to 2008](#))
- Housing needs assessment ([up to 2006/2007](#))
 - (Jim Wood, Bureau of Business and Economic Research (BEER), University of Utah)
- Barriers to affordable housing (non-exhaustive)
- Housing development pro-forma
- 5-yr goals, objectives, and action steps



KEY FINDINGS FROM THE 2009 STUDY

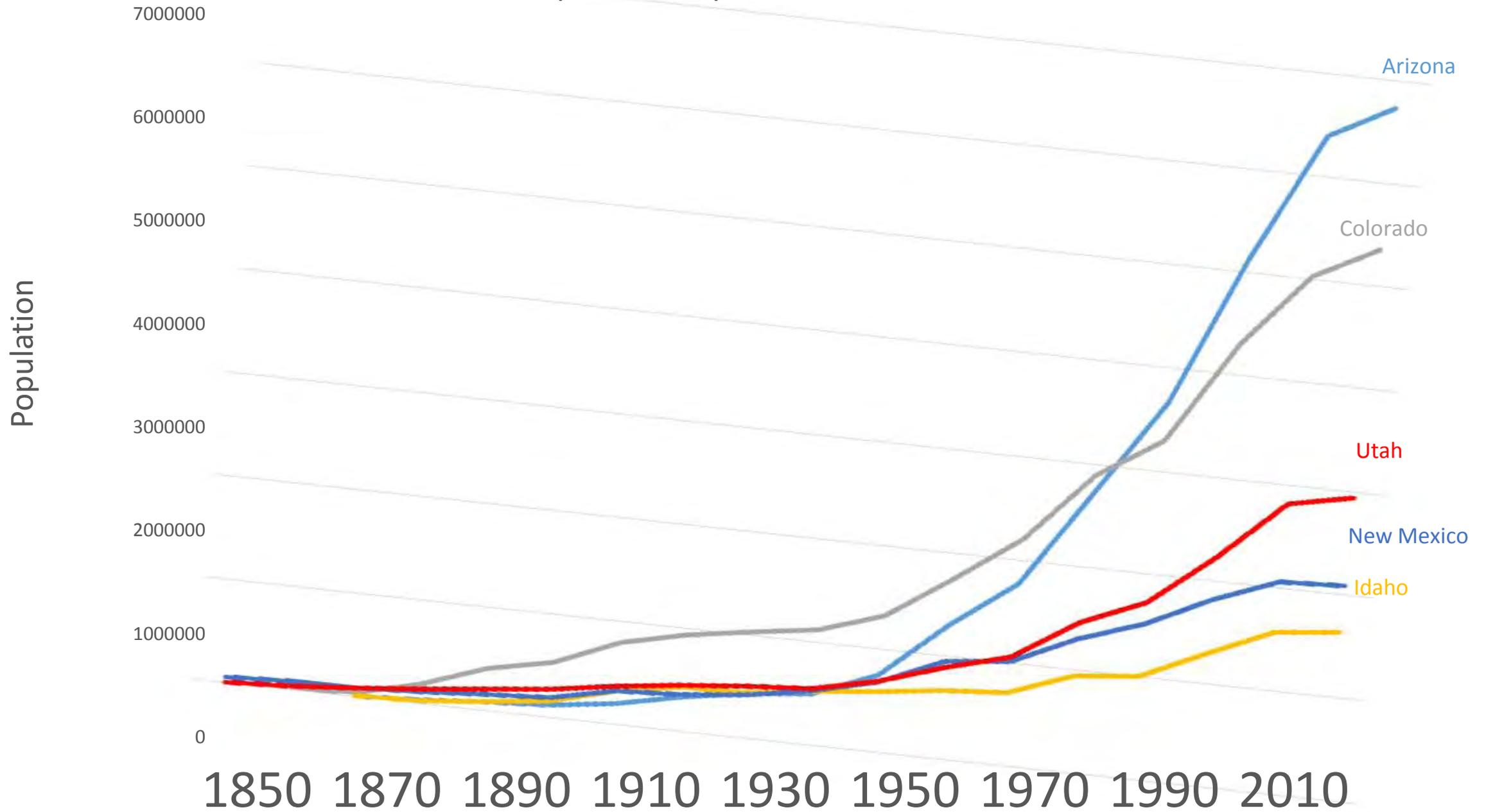
- Four primary factors:
 - Low household income
 - High housing costs
 - External market demand
 - Conditions of existing housing inventory
- The housing gap increased markedly between '00 and '07
 - In '06/'07...
 - 194 renter-occupied housing units
 - 313 owner-occupied housing units
- Estimated 35% of housing stock in “dilapidated” or “unacceptable” condition



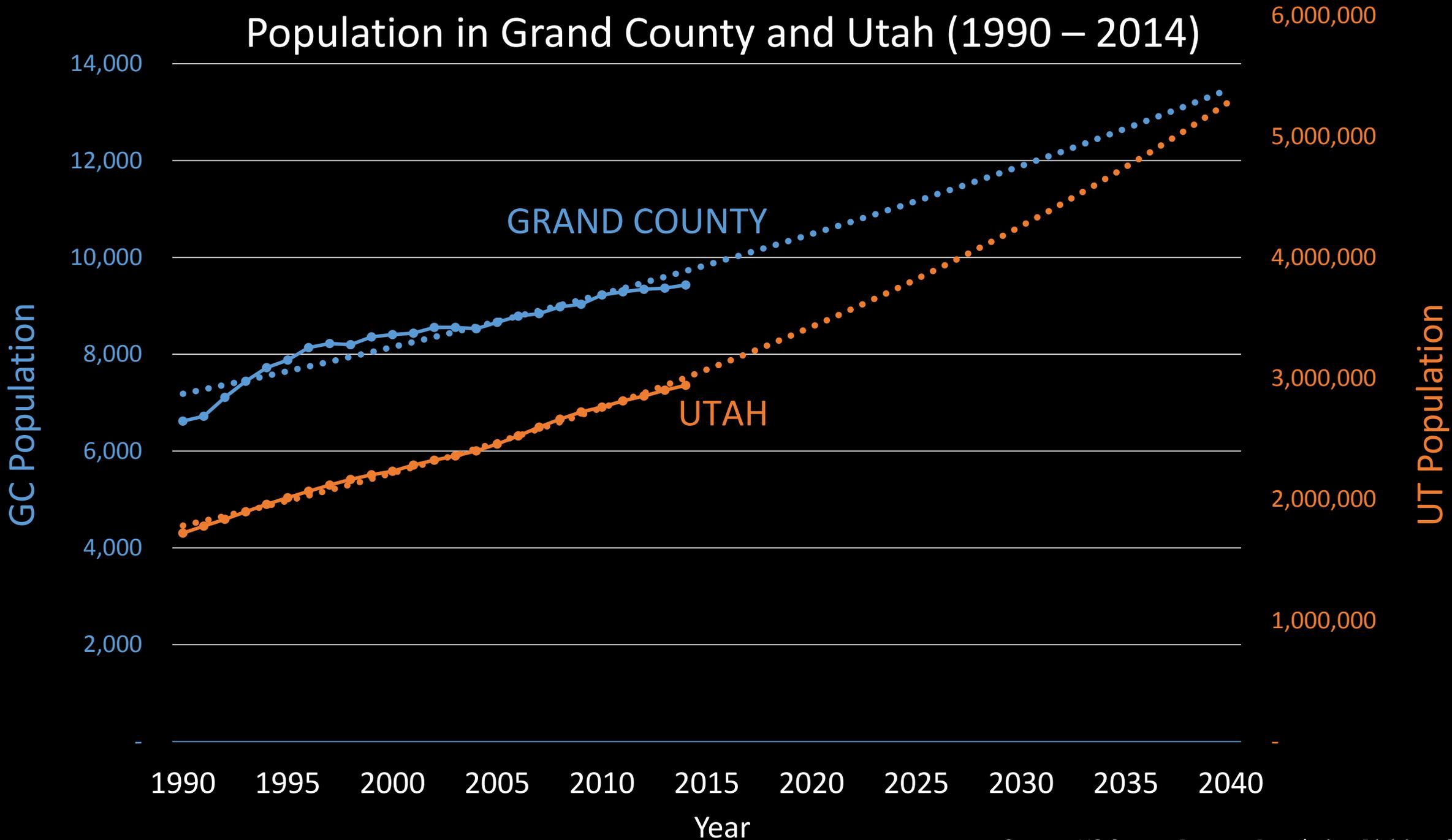
UPDATING THE 2009 STUDY...

CURRENT MARKET CONDITIONS

Populations by State, 1850 - 2014



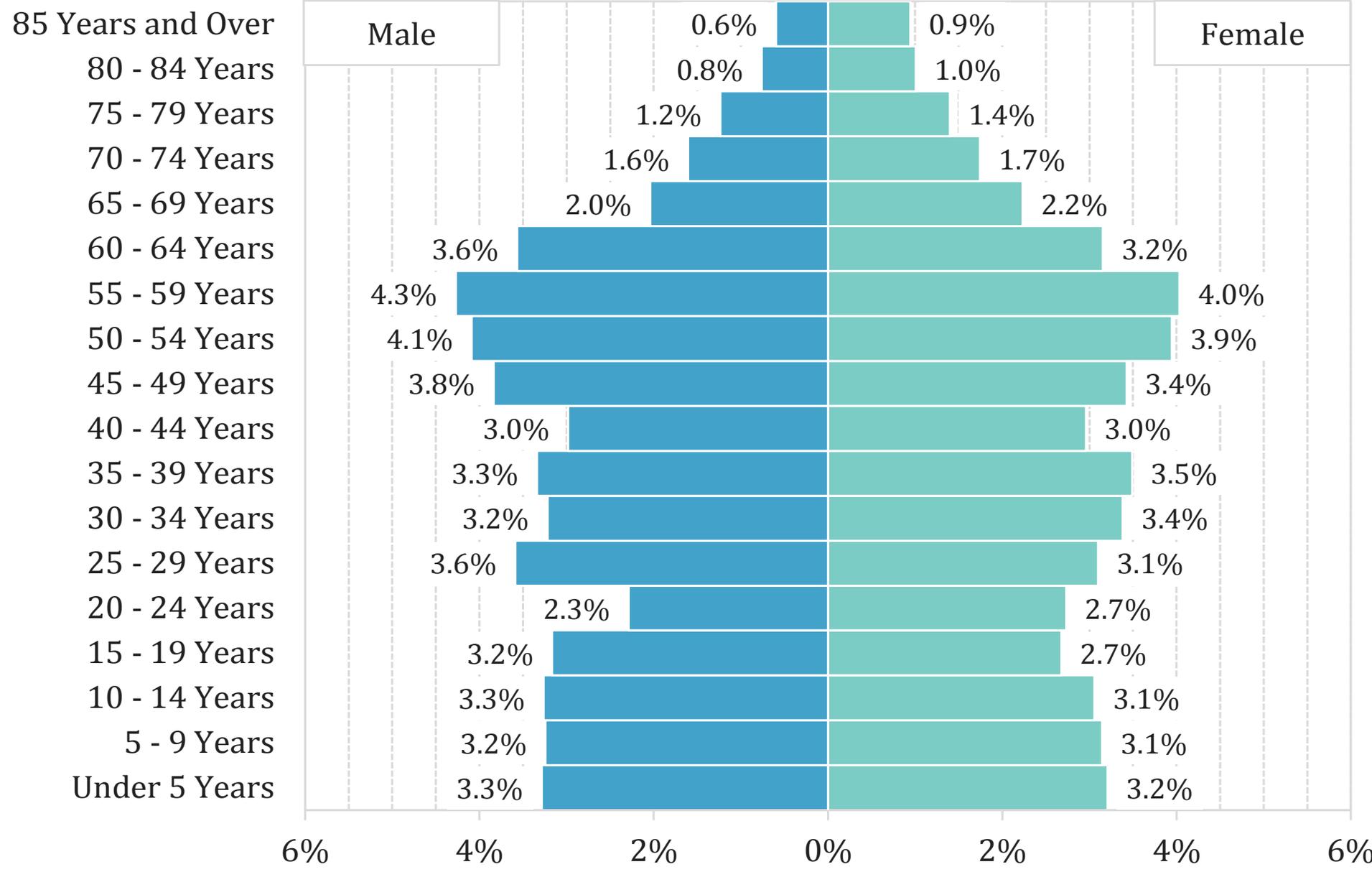
Population in Grand County and Utah (1990 – 2014)



POPULATION TRENDS

- Population growth has slowed from an average of 2.43% per year in the '90s, 0.90% per year in the '00s, and 0.86% between '10 and '14
 - This still amounts to an average of 100 new residents/yr since 1990
- Grand County is growing slower than Utah as a whole, but it is still trending to double by 2050
- New Household formation is outpacing population growth
- New Household formation is outpacing new residential construction

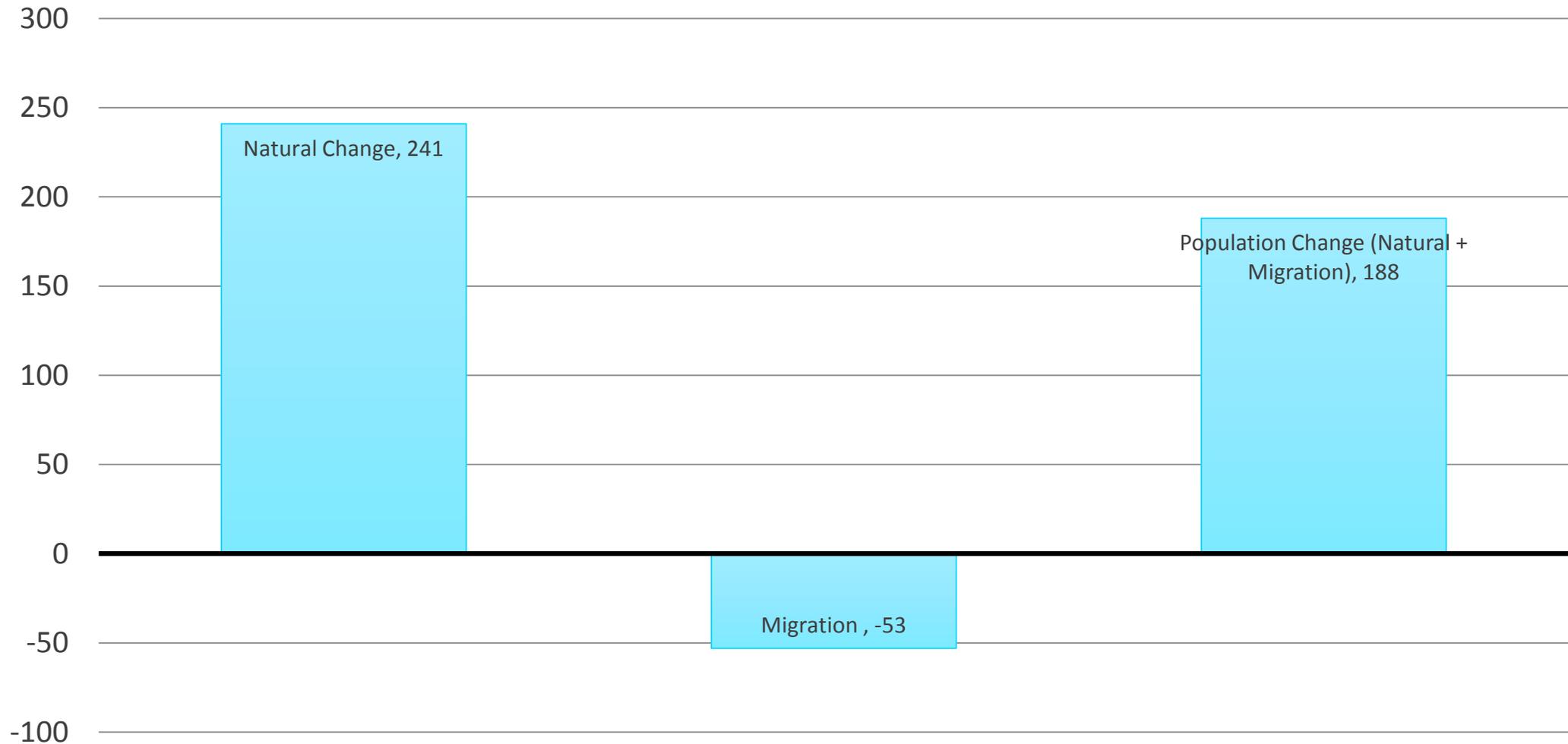
GRAND COUNTY POPULATION AGE STRUCTURE (2010)



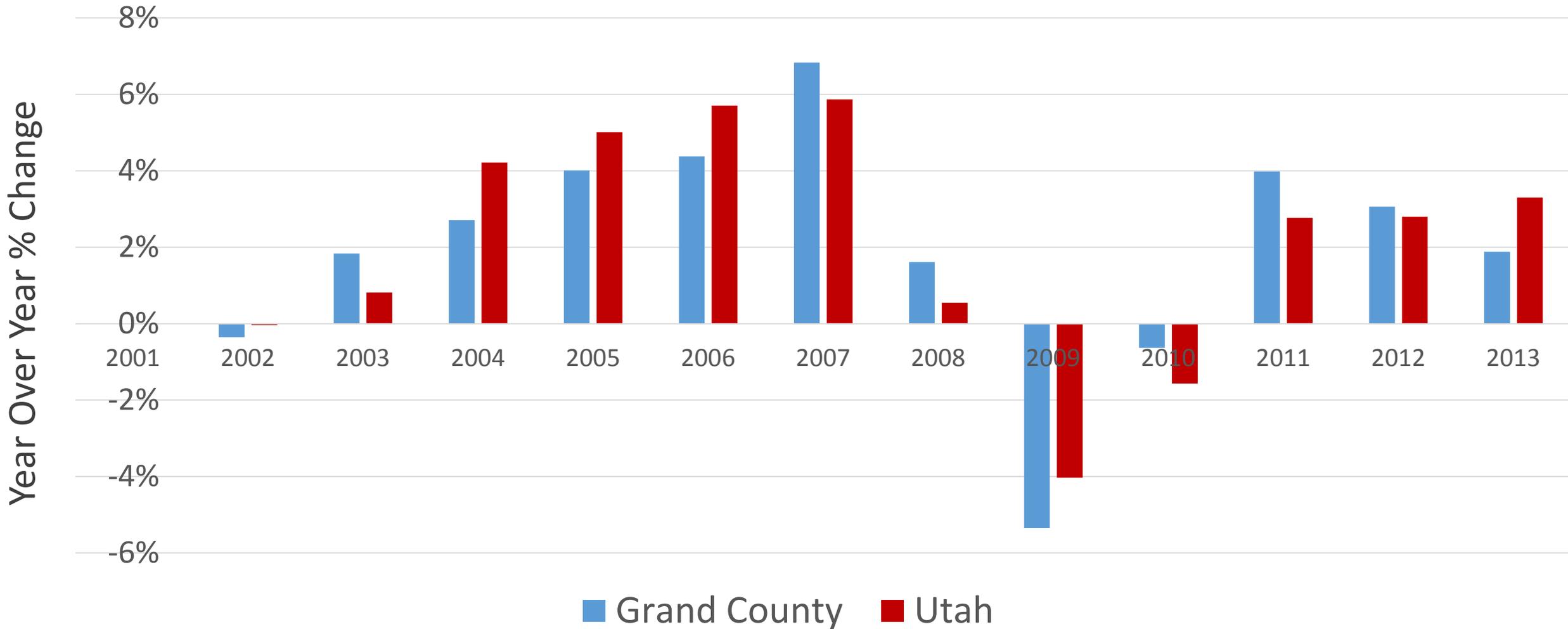
Sources: US Census Bureau

COMPONENTS OF POPULATION CHANGE

Estimates, 2010 - 2014



Annual Percentage Change Private Nonfarm Employment



Source: Bureau of Economics;
Local Area Information; Table CA 25.

EMPLOYMENT

Description	% of 2013 Total Employment	% Change (2001-'13)
Employment by place of work (number of jobs)		
Total employment	7143	24.8%
By industry		
Farm employment	1.4%	-10.0%
Nonfarm employment	98.6%	25.5%
Private nonfarm employment	84.1%	26.1%
Mining	Not shown	
Utilities	0.4%	-15.2%
Construction	5.9%	1.4%
Manufacturing	1.3%	-8.2%
Wholesale trade	1.5%	27.4%
Retail trade	13.2%	20.3%
Transportation and warehousing	2.3%	86.4%
Information	Not shown	
Finance and insurance	2.2%	60.8%
Real estate and rental and leasing	6.3%	75.3%
Professional, scientific, & tech	4.4%	31.8%
Management of companies and enterprises	Not shown	
Administrative and waste management services	Not shown	
Educational services	1.3%	-41.3%
Health care and social assistance	5.4%	29.2%
Arts, entertainment, and recreation	5.9%	38.4%
Accommodation and food services	22.4%	21.2%
Other services, except public administration	4.4%	29.5%
Government and government enterprises	14.5%	22.1%

- Service-related industries ...
still the largest share of employment (71%)
Accommodations & food services (~1400 jobs)
- Transportation and warehousing (+86%)
- Finance and insurance (+61%)
- Health care (+56%)
- Professional and technical services (+32%)

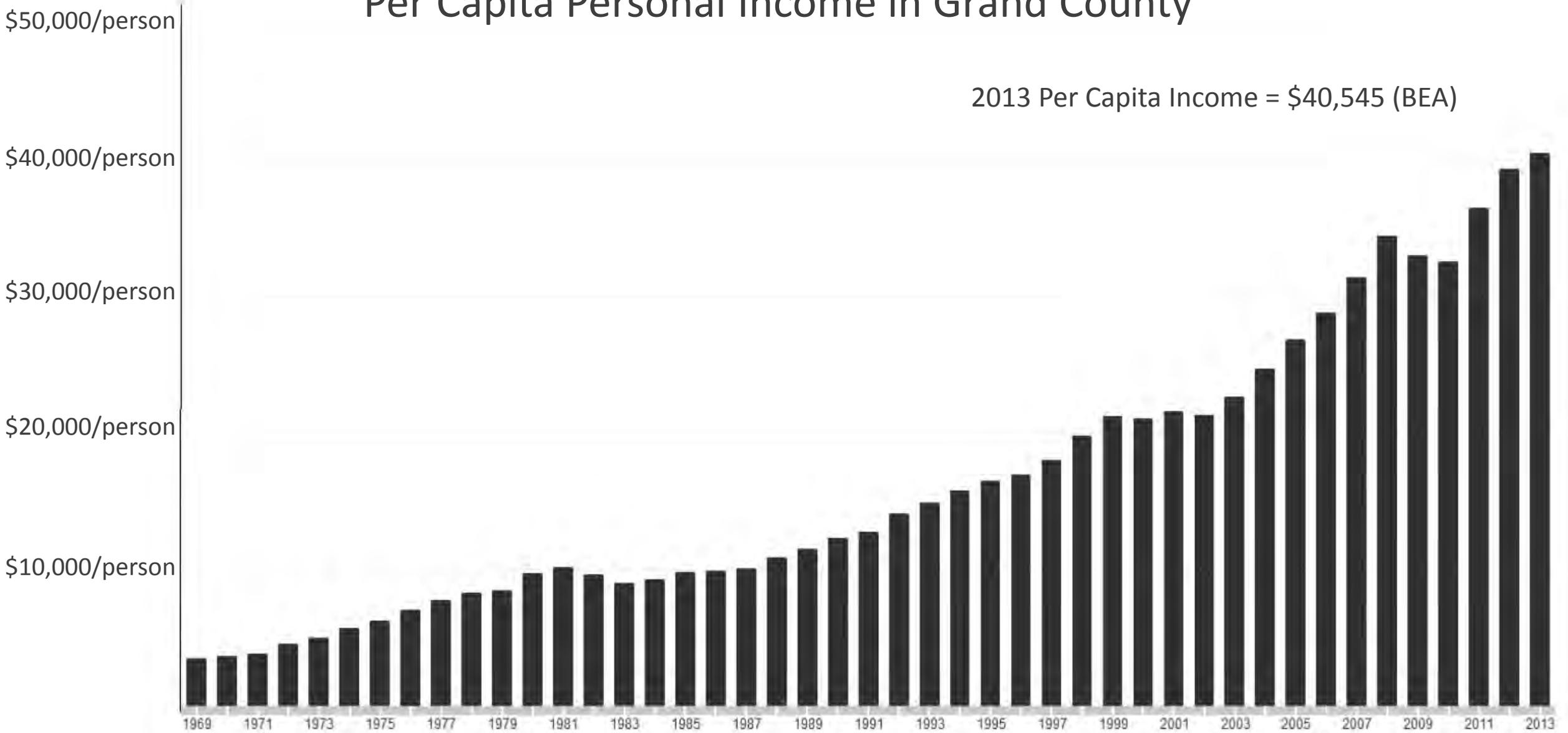
Sources:

Bureau of Economics. 2013. Local Area Information. Table CA 25

US Dep't of Commerce. 2014 Census Bureau. County Business Patterns.

Per Capita Personal Income in Grand County

2013 Per Capita Income = \$40,545 (BEA)

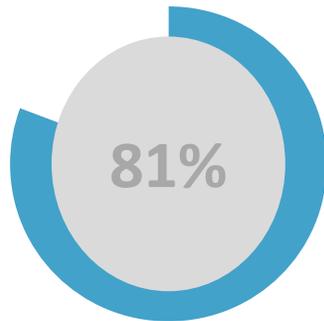


Source: Bureau of Economic Analysis

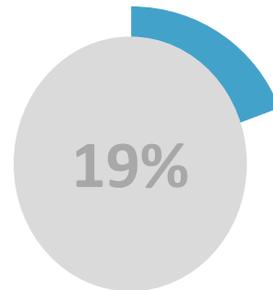
EXISTING HOUSING STOCK

Current Housing Occupancy

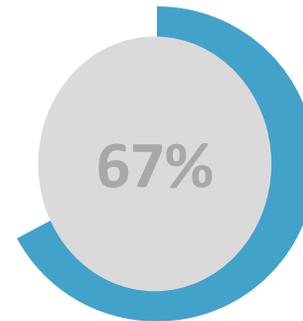
Occupied Housing
Units



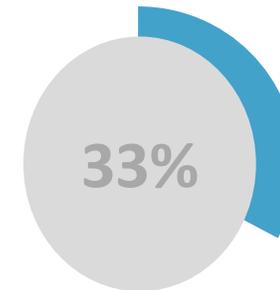
Vacant Housing
Units



Owner-Occupied
Housing Units



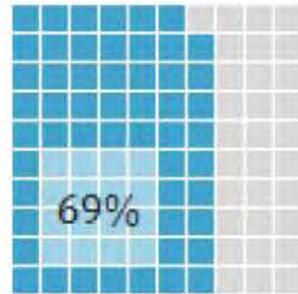
Renter-Occupied
Housing Units



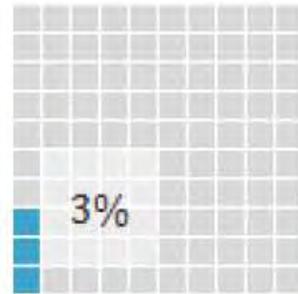
EXISTING HOUSING STOCK

Housing Units by Structure Type

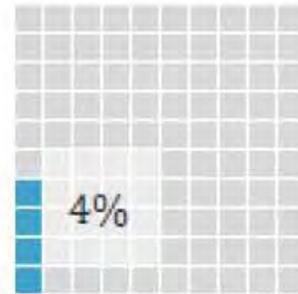
1-Unit Detached



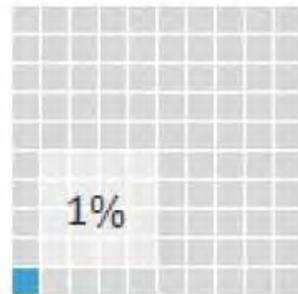
1-Unit Attached



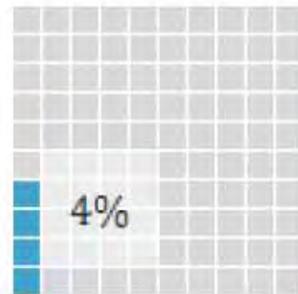
2 to 4 Units



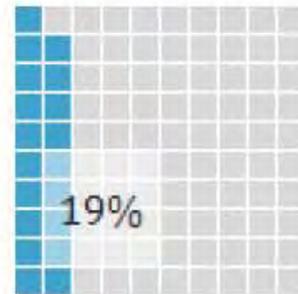
5 to 19 Units

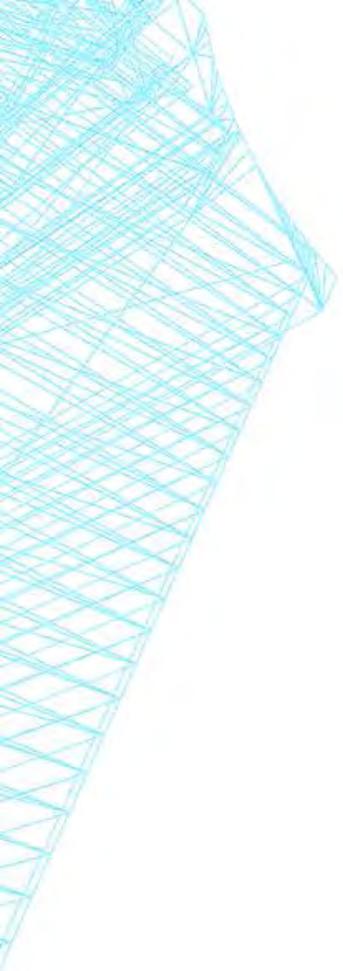


20 or More Units



Other (mobile home, RV, etc.)





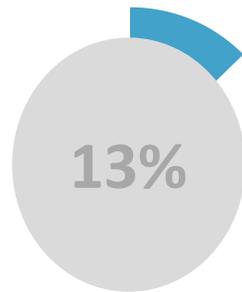
EXISTING HOUSING STOCK

- 491 Mobile Home Lots
 - ~80% occupied
 - Monthly fee paid if unit is owned: \$275-400/mo
 - Monthly rent if unit is not owned: \$650-800/mo
- 920 RV/Campground spaces
 - 96 “Extended Stay” spaces
 - 15 employee housing units

EXISTING HOUSING STOCK

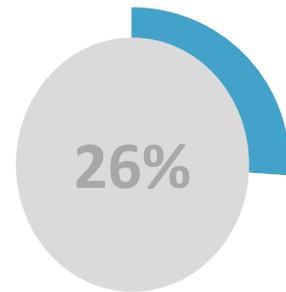
Owner-Occupied Housing Units by Year Built

2000 or later



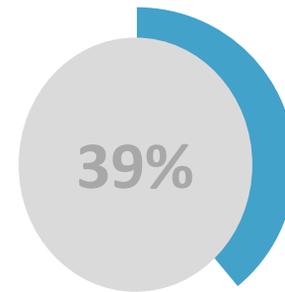
13%

1980 to 1999



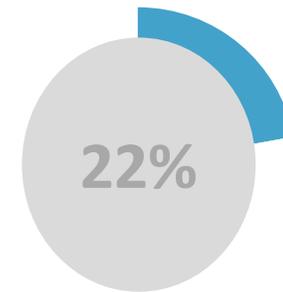
26%

1960 to 1979



39%

1959 or earlier

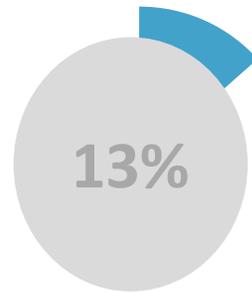


22%

EXISTING HOUSING STOCK

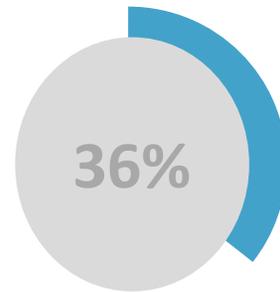
Renter-Occupied Housing Units by Year Built

2000 or later



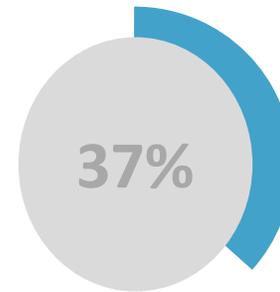
13%

1980 to 1999



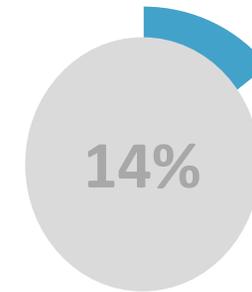
36%

1960 to 1979

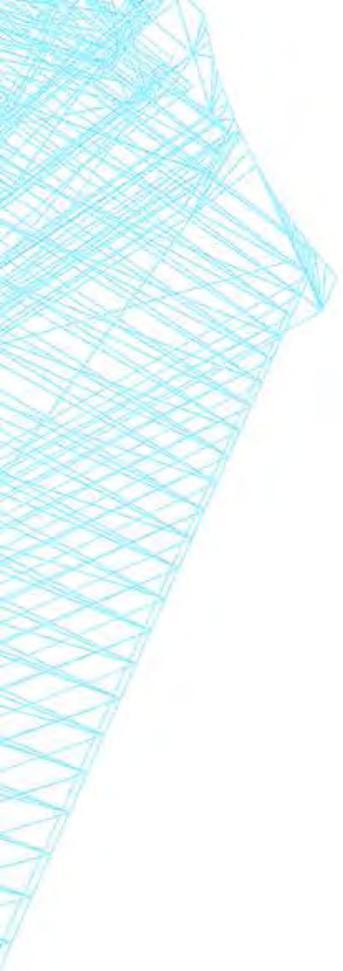


37%

1959 or earlier

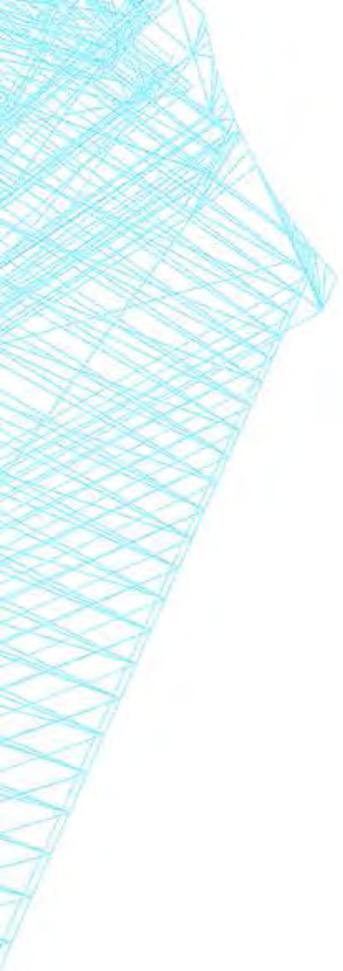


14%



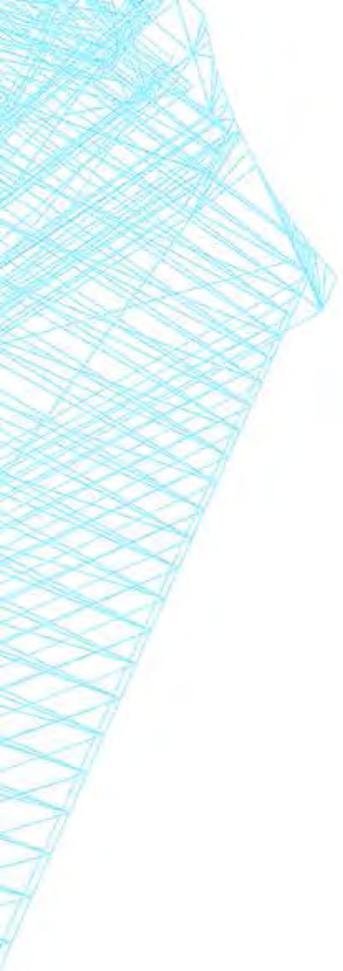
CONSTRUCTION ACTIVITY

- Average number of C/Os per year (2013 – '15)
 - Grand County = 37
 - City of Moab = 29.3
 - Castle Valley = 3
- 181 residential dwelling units constructed countywide since 2013
- Average number of residential dwelling units constructed per year (2013 – '15)
 - Grand County = 33
 - City of Moab = 25.3
 - Castle Valley = 2



CURRENT SALES AND RENTAL PRICES

- Median list price for all housing types (May 2015) = \$290,000
- Average (mean) list price for all housing types (May 2015) = \$351,700
 - Source: Multiple Listing Service. May 31, 2015. and Zacharia Levine
- Median rent + utilities for all housing types = \$1000/mo.
 - Source: 2013. American Community Survey. US Census Bureau
 - Confirmed by Moab Property Management – assumes \$250/mo. Utility bill



DEVELOPABLE LAND IN MOAB AND GC – RECENTLY SOLD & ACTIVE

Average Residential Parcels \$248,936/acre

Median Residential Parcels \$200,301/acre

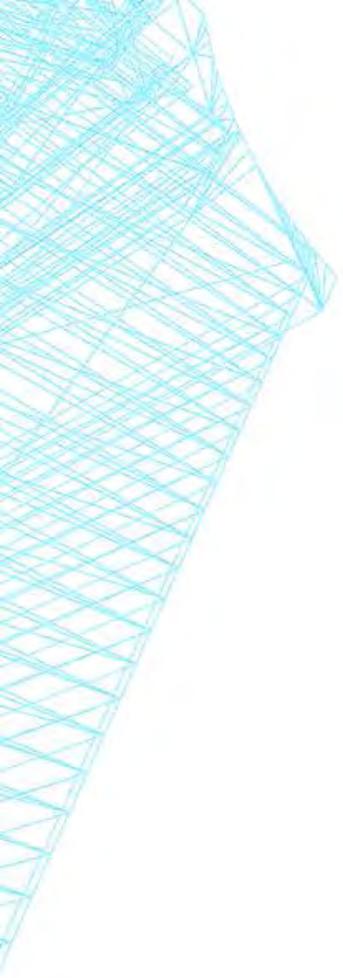
Average Commercial Parcels \$325,099/acre

Median Commercial Parcels \$145,788/acre

PROGRESS TO DATE...



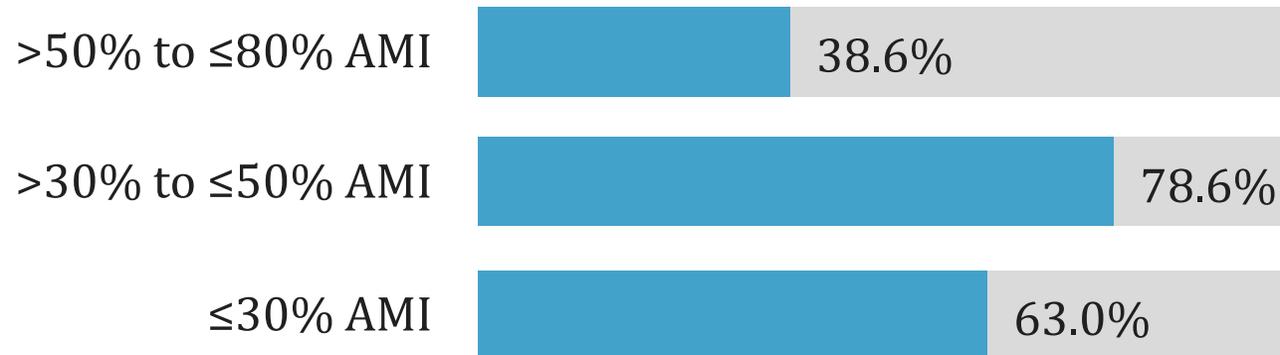
Development	Developer/Owner	# of Units	Year Built	Occupancy Type	Deed Restricted?
Single Family Strawbales	Community Rebuilds	13	4/yr	Owner	10 yrs
Archway Village Apartments		20	1985	Renter	Income limits
Huntridge Plaza Apartments		24	2004 rehab	Renter	Income limits
Kane Creek Apartments		36	1993	Renter	Income limits
Ridgeview Apartments		6	1994	Renter	Income limits
Rockridge Senior Housing		35	1998	Renter	Age & Income limits
The Virginian Apartments	HASU	28		Renter	Income limits
The Willows	Interact	8	2015	Renter	
Cinema Court	HASU	60	2012	Renter	5 - 1 BR @ 25% AMI 10 - 1 BR @ 39% AMI 30 - 2 BR @ 45% AMI 6 - 3 BR @ 45% AMI 9 - 3 BR @ 55% AMI
Aspen Cove	Interact	12	2015	Renter	30% of income
Crown at Desert Wind	HASU	5	2013	Renter	15 yrs
Sage Valley	HASU	8	1998	Owner	15 yrs
CROWN at Rim Hill	HASU	8	2005	Renter	15 yrs
Mutual Self-Help	HASU	134	Ongoing	Owner	Beginning in 2016
	TOTAL:	397	~7% of total housing stock		



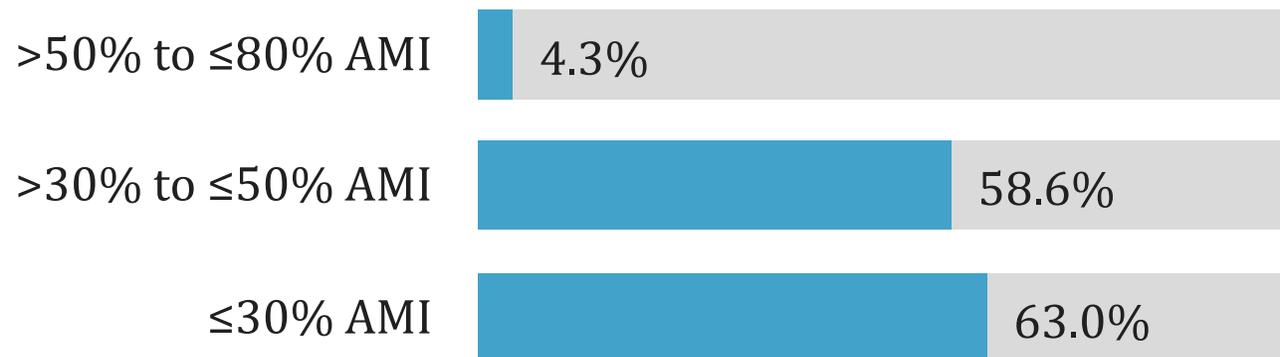
HOUSING NEEDS ANALYSIS

Cost Burdened Renter Households

Households Spending 30% or More of Monthly Income on Housing (by Income Level)



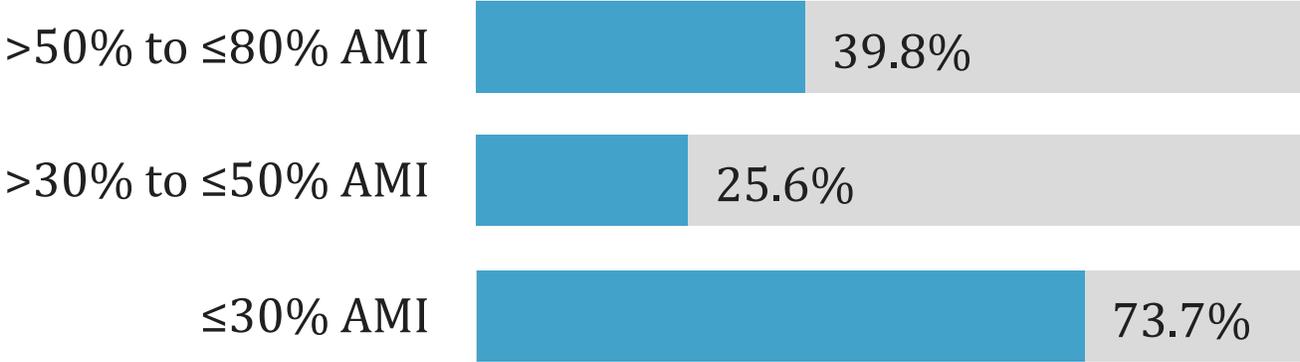
Households Spending 50% or More of Monthly Income on Housing (by Income Level)



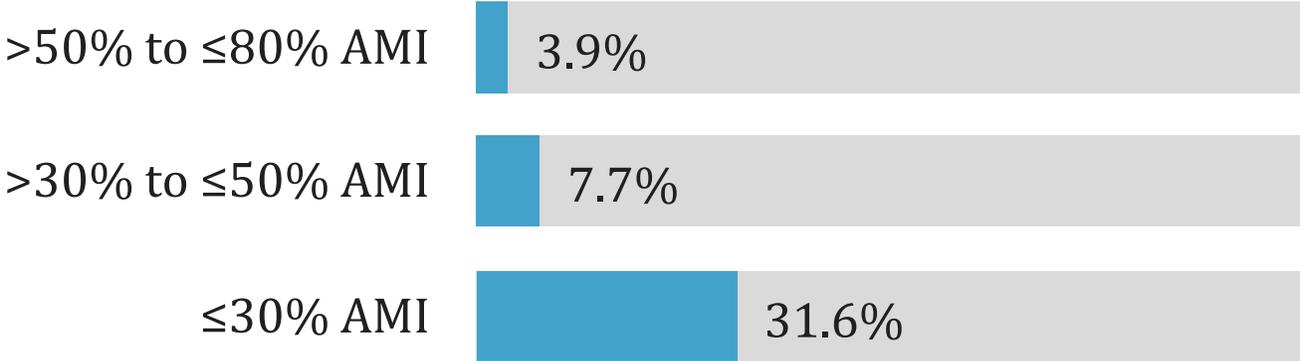
Source: American Community Survey, 2013. US Census Bureau

Cost Burdened Owner Households

Households Spending 30% or More of Monthly Income on Housing (by Income Level)



Households Spending 50% or More of Monthly Income on Housing (by Income Level)



Source: American Community Survey, 2013. US Census Bureau

CURRENT DEFICIT

- 890 cost-burdened households (395 owner, 495 renter)
- 95% of active listings – out of reach for moderate income families
- Biggest deficits within smaller, renter-occupied housing

Existing Housing Stock

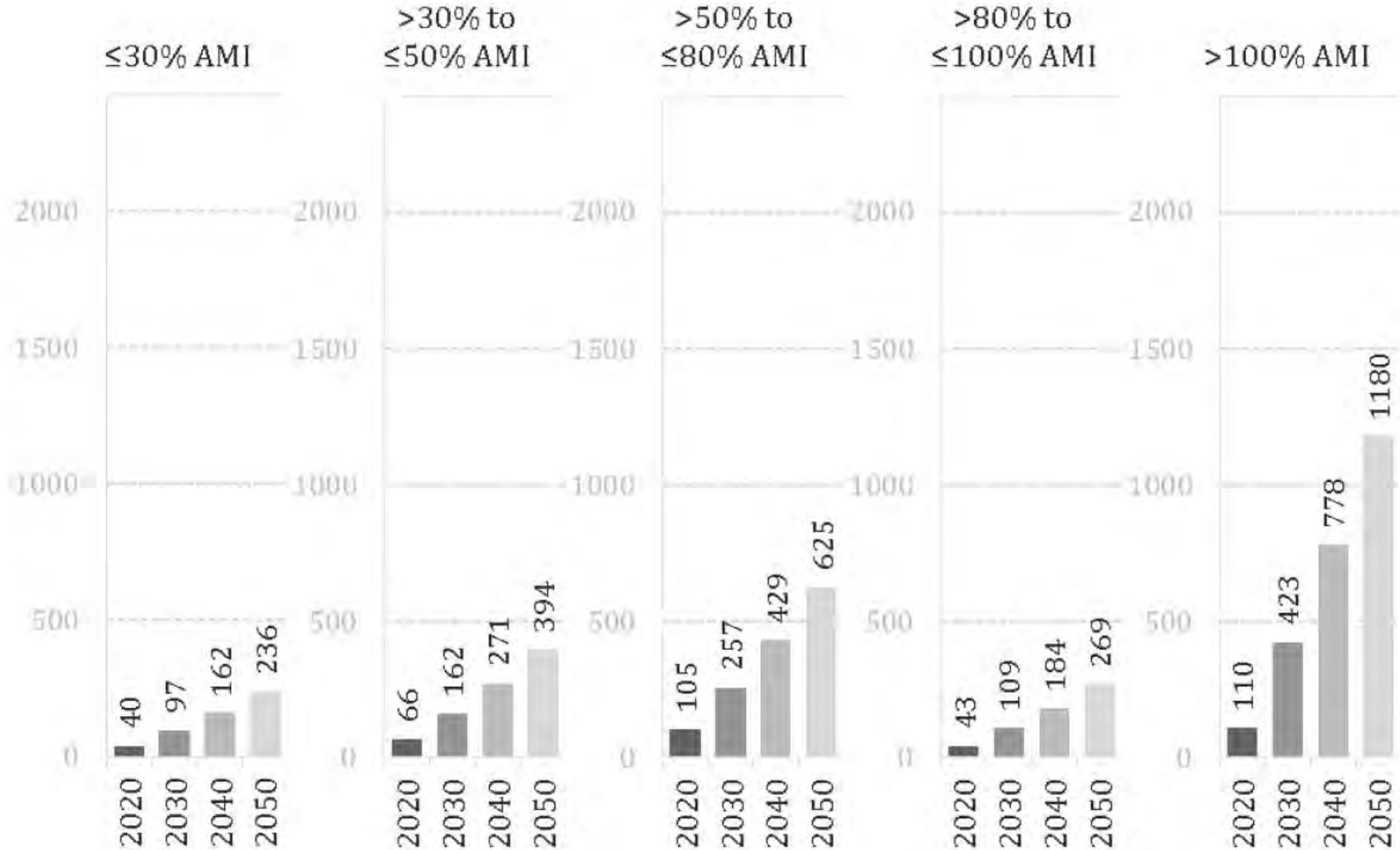
Housing Units by Number of Bedrooms

	<i>Owner-Occupied</i>	<i>Renter-Occupied</i>	<i>% Owner</i>	<i>% Renter</i>
No Bedroom	12	10	0.5%	0.9%
1 Bedroom	168	182	6.8%	15.7%
2-3 Bedrooms	1,624	834	65.7%	71.8%
4+ Bedrooms	667	134	27.0%	11.5%

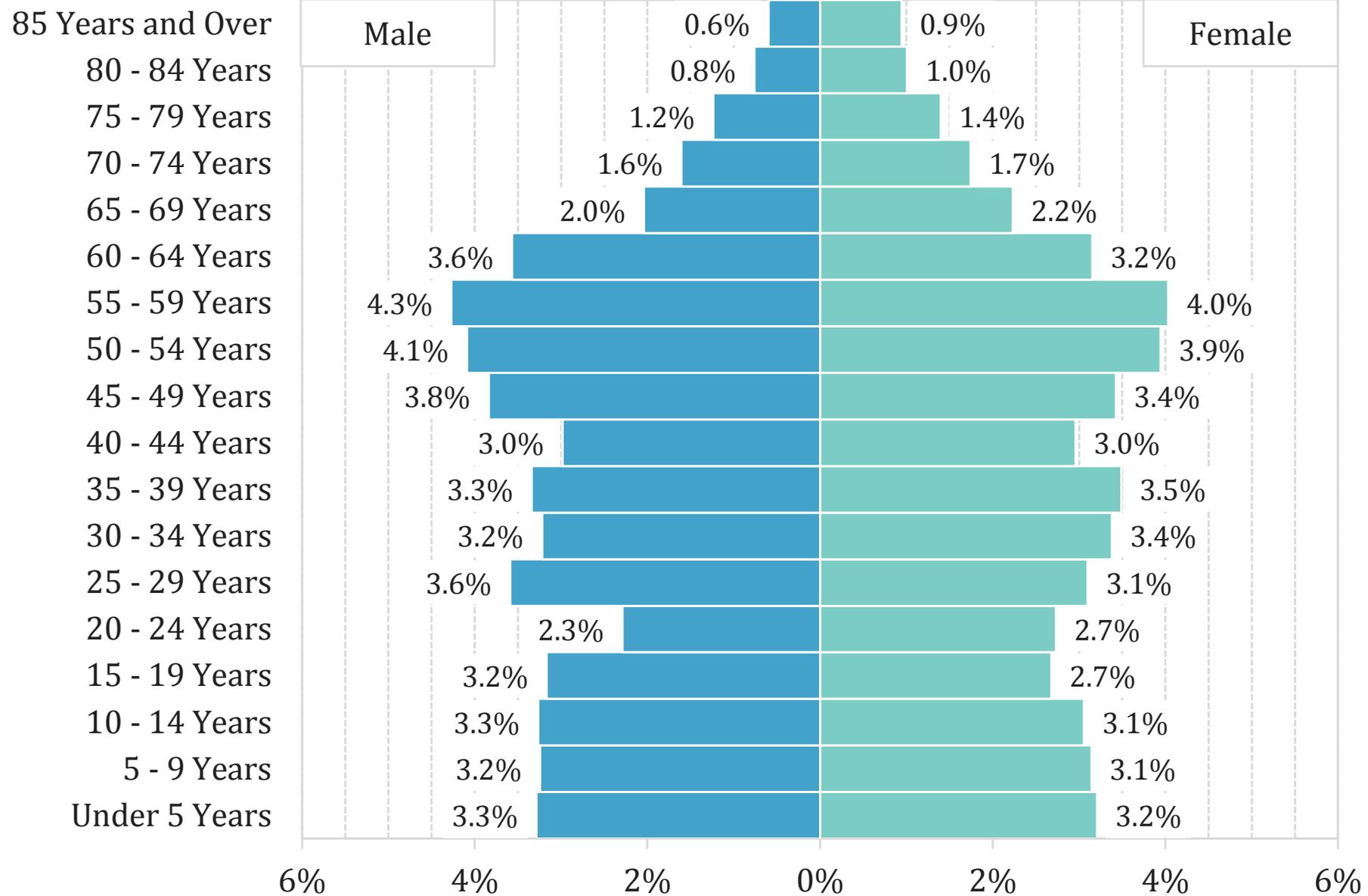
New Housing Demand by Year and Income Level: Model 1 Assumptions

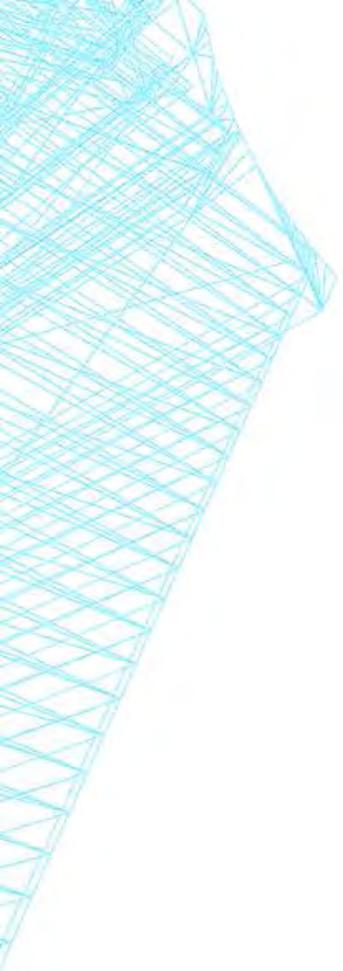


New Housing Demand by Year and Income Level: Model 2 Assumptions



Projected POPULATION AGE STRUCTURE (2030)

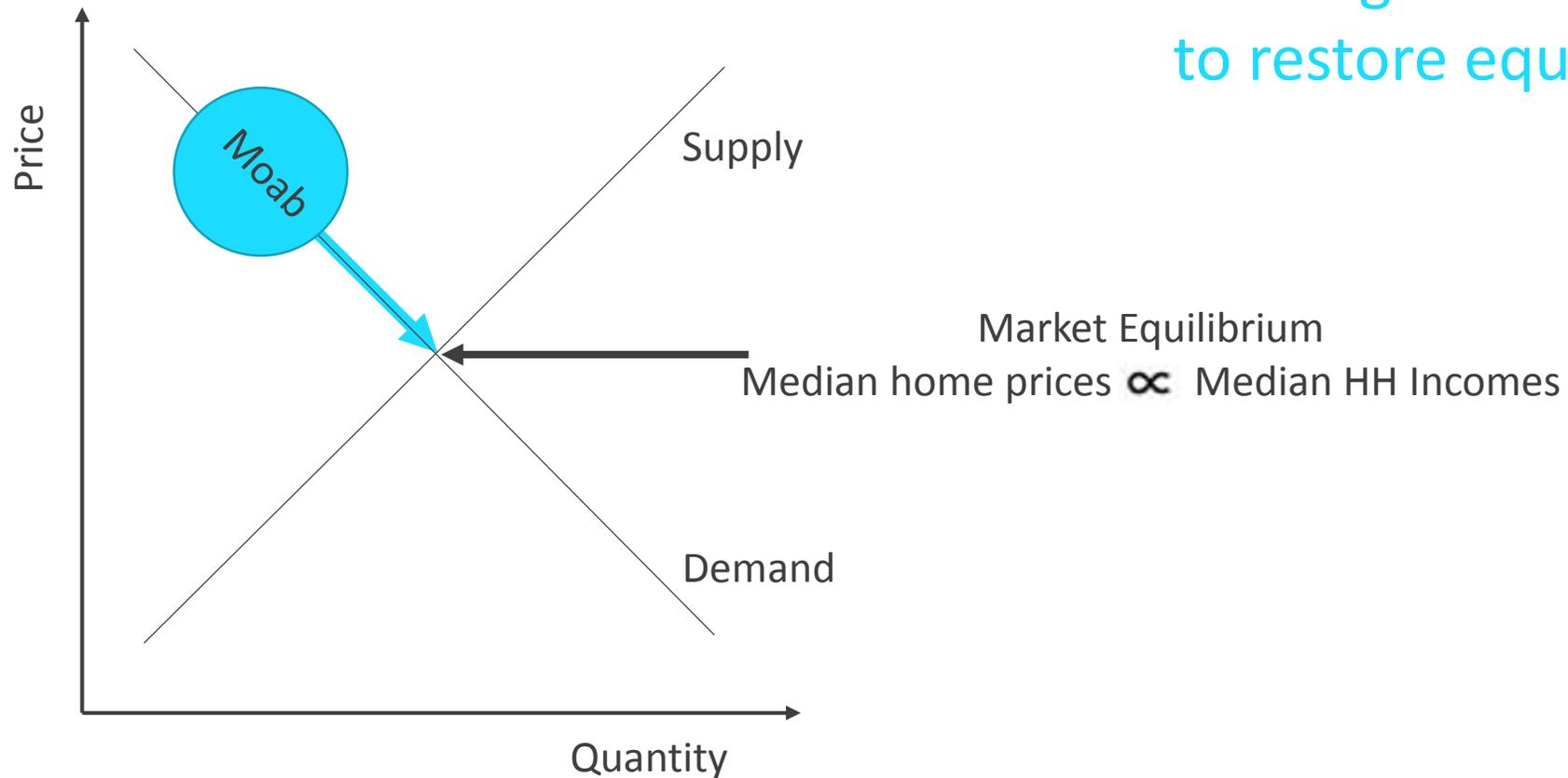


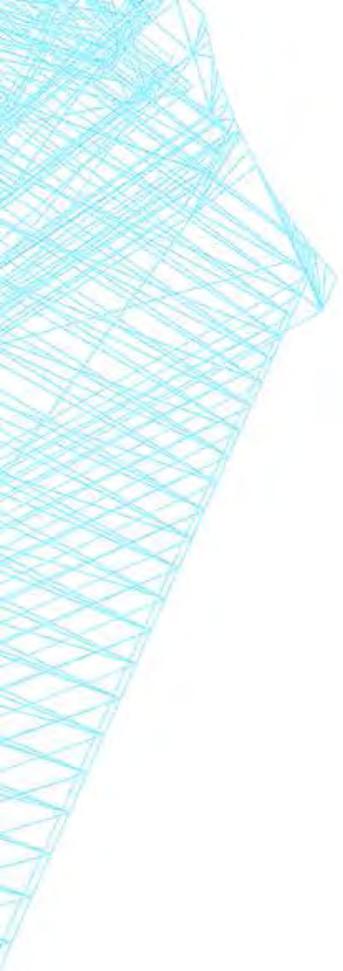


WHAT CAN WE DO ABOUT THIS? HTF RECOMMENDATIONS

A PERSISTENT MARKET FAILURE ...UNDER RECENT CONDITIONS

What can local governments do
to restore equilibrium?





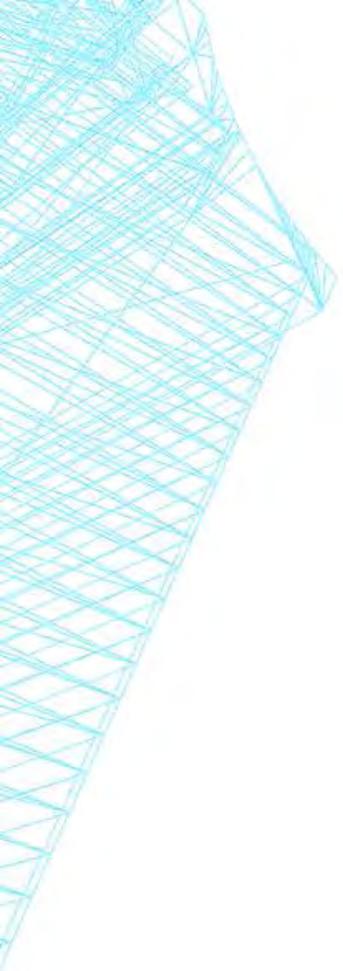
HTF RECOMMENDATIONS

1. Exercise political leadership
2. Budgetary decisions
3. Incentives to developers
4. Regulations
5. State and Federal Outreach



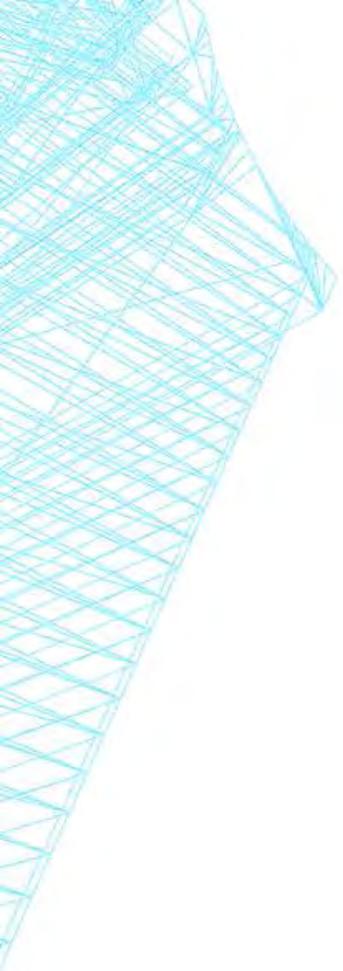
POLITICAL LEADERSHIP

- Value long-term planning
 - Housing is the backbone, and local gov't. should be a development “partner”
- Remain resolute in your commitment to improving housing affordability
- Set ambitious targets and commit to reaching them
- Manage the PR arena, but don't capitulate to it



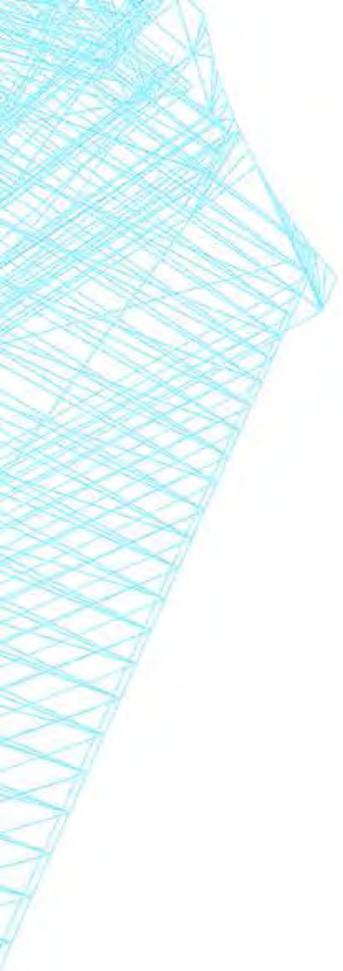
BUDGETARY DECISIONS

- Allocate money in your annual budgets into designated funds to assist in the development of permanently affordable units
- Utilize partnerships (e.g. hospital, school district, etc.) to develop parcels already owned
- Continue allocating staff time to implement affordable housing solutions
- Create a competitive grant fund for local affordable (for profit and not-for-profit) housing developers
- Construct bike/pedestrian paths and explore public transit opportunities



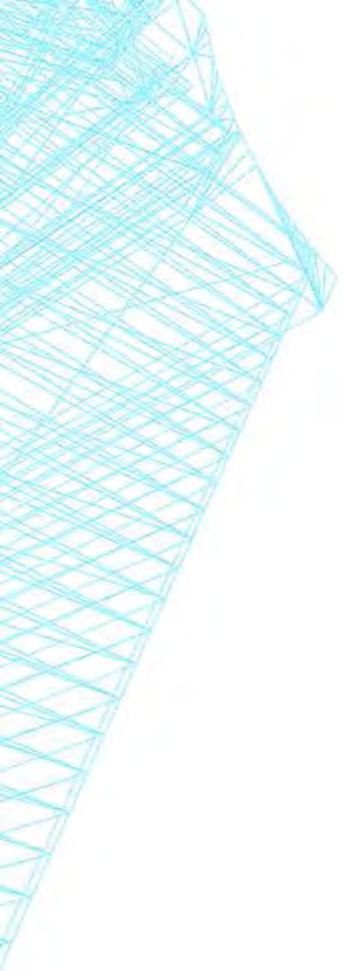
DEVELOPMENT INCENTIVES

- **Significantly** increase density incentives for deed-restricted and seasonal workforce housing
- Approve **impact fee deferrals and waivers** for long-term housing, or...
- **Build/maintain infrastructure** for affordable developments (eliminate HOA)
- Allow **“fast-track” review** of affordable developments
- **Waive development review fees** for affordable developments
- Enable seasonal employers to apply for **workforce “group housing,”** improved RV/campgrounds, and other creative solutions



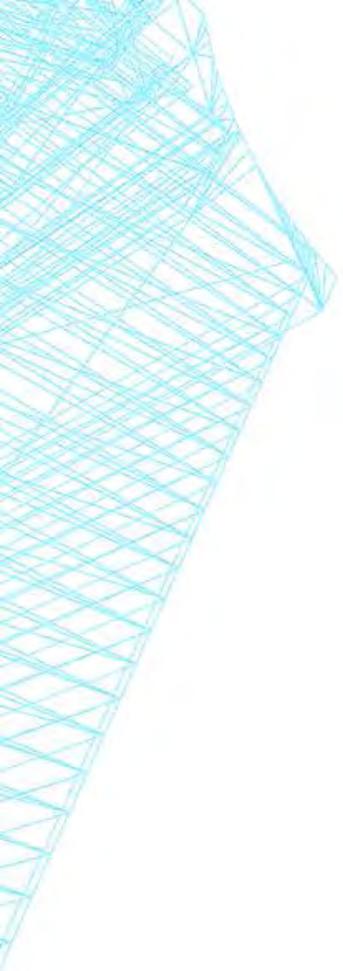
REGULATIONS

- Prioritize approval of ordinances that relax development constraints on affordable single family subdivisions
 - Reduce setbacks, minimum lot sizes, and “buffers” (in new subdivisions)
 - Allow setbacks to count towards open space requirements, and consider removing open space requirements altogether
 - Apply retroactively to existing subdivisions!
 - Increase height limits while protecting solar gain and neighborhood character
 - Remove minimum building sizes in Moab City
 - Reduce parking requirements near active transportation corridors
- Require mitigation plans to address housing losses
 - Demolition of safe & adequate housing
 - residential-to-commercial rezones
 - Nightly rental conversions



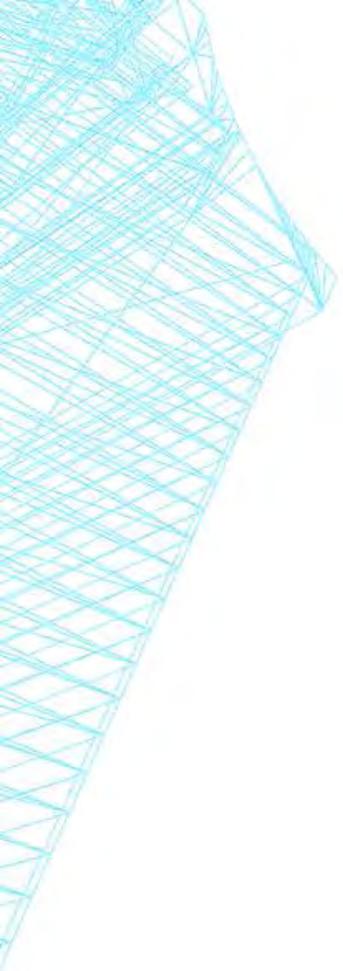
REGULATIONS

- Increase impact fees on commercial uses that disproportionately stress essential infrastructure (e.g. roads, stormwater, wastewater) and lower or defer impact fees for energy efficient, low-income projects
- Establish design criteria or allow for staff discretion to permit ground-floor residential in commercial zones
- Allow accessory dwelling units (ADUs) on all lot sizes and permit deed-restricted renter occupancy in both units
- Establish deed-restrictions on future affordable housing units
- Assured Housing: For all new residential and commercial developments, require developers to build deed-restricted housing units that **do not count against density limits**



STATE AND FEDERAL OUTREACH

- Advocate for housing to earn a seat at the Governor's table
- Lobby the Utah Housing Corporation to establish Grand County as a Qualified Bonus Area (e.g. the 30% basis boost).
- Express support for the USDA 502 and 504 loan funds that enable low-to moderate-income families purchase housing



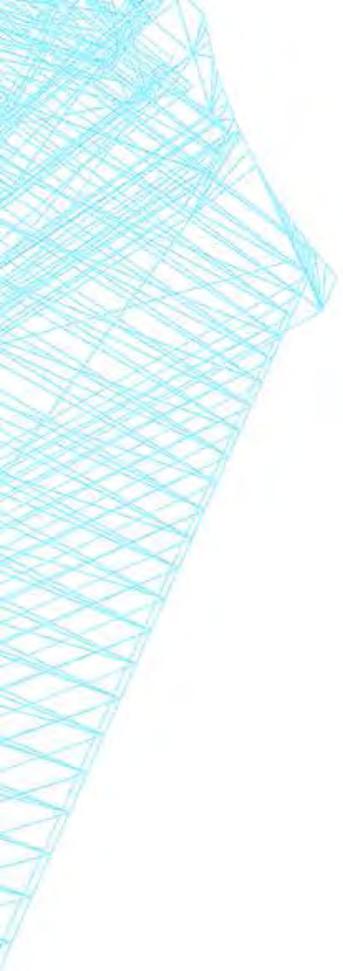
OR...

- Do nothing (or delay) and hope the “market” self-corrects or expect to discuss this complex problem again, again, and again.

Our teachers dedicate their lives to teaching our kids,
our firemen and police officers risk their lives for our security,
and our nurses offer the healthcare we need...

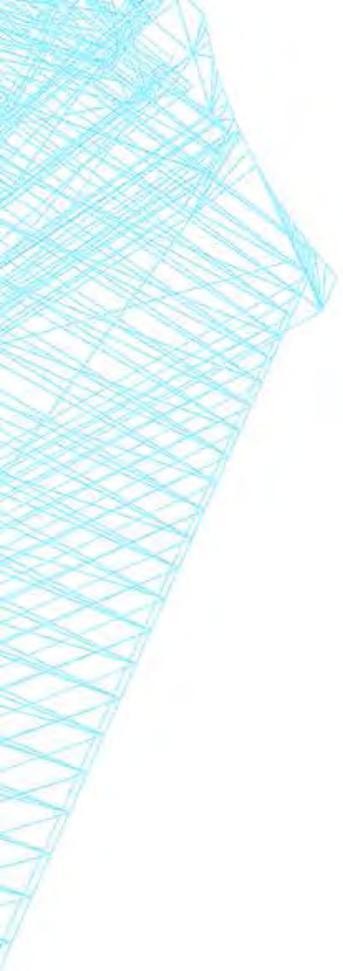
**BUT MANY OF OUR ESSENTIAL SERVICE PROVIDERS
CANNOT AFFORD TO LIVE HERE.**





ONWARD...

- Join the conversation, and invite your constituents
- Provide direction to the housing task force & staff
- Schedule staff and council time to “workshop” ALL task force recommendations
- Set targets for affordable housing
 - How many units? What types? Which income levels?
- Establish an implementation timeline



(End of presentation)

DISPELLING MYTHS ABOUT AFFORDABLE HOUSING

Myth #1: Affordable housing lowers nearby property values

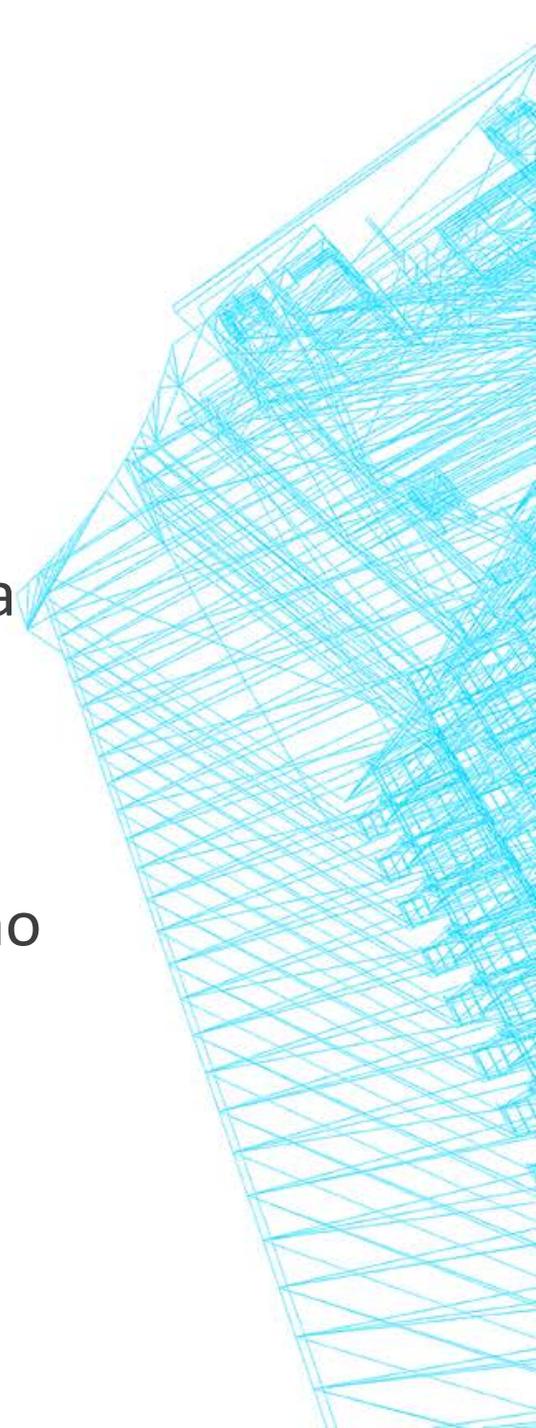
Myth #2: High density housing is affordable housing, and vice-versa

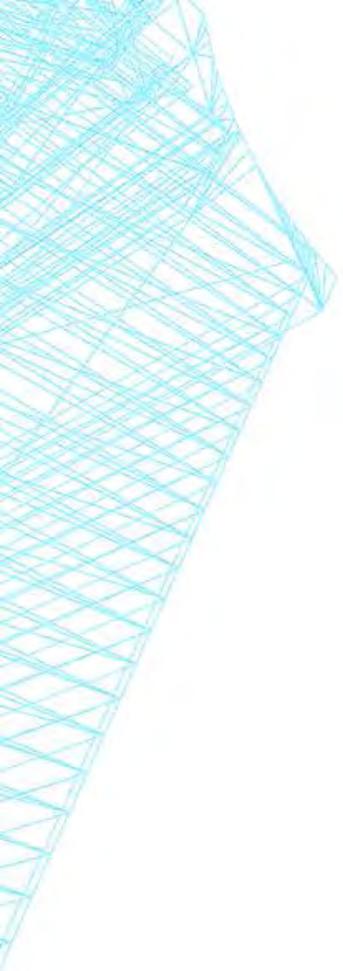
Myth #3: Affordable housing produces more traffic while overburdening schools and infrastructure

Myth #4: Affordable housing = government handout with little or no return on investment

Myth #5: Affordable housing increases crime

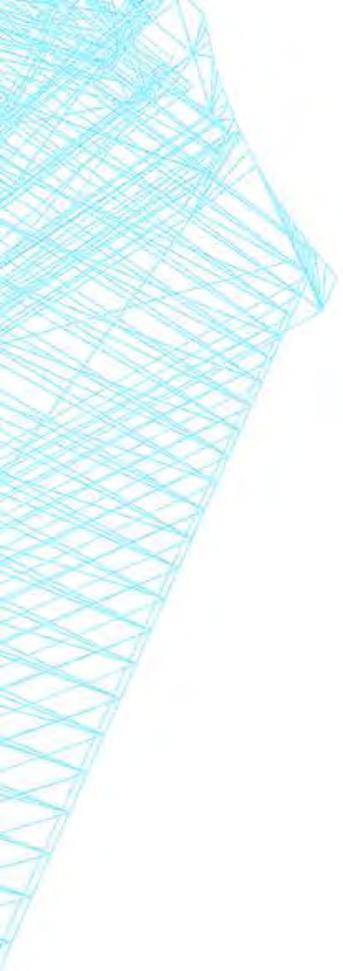
Myth #6: Affordable housing is ugly and looks cheap





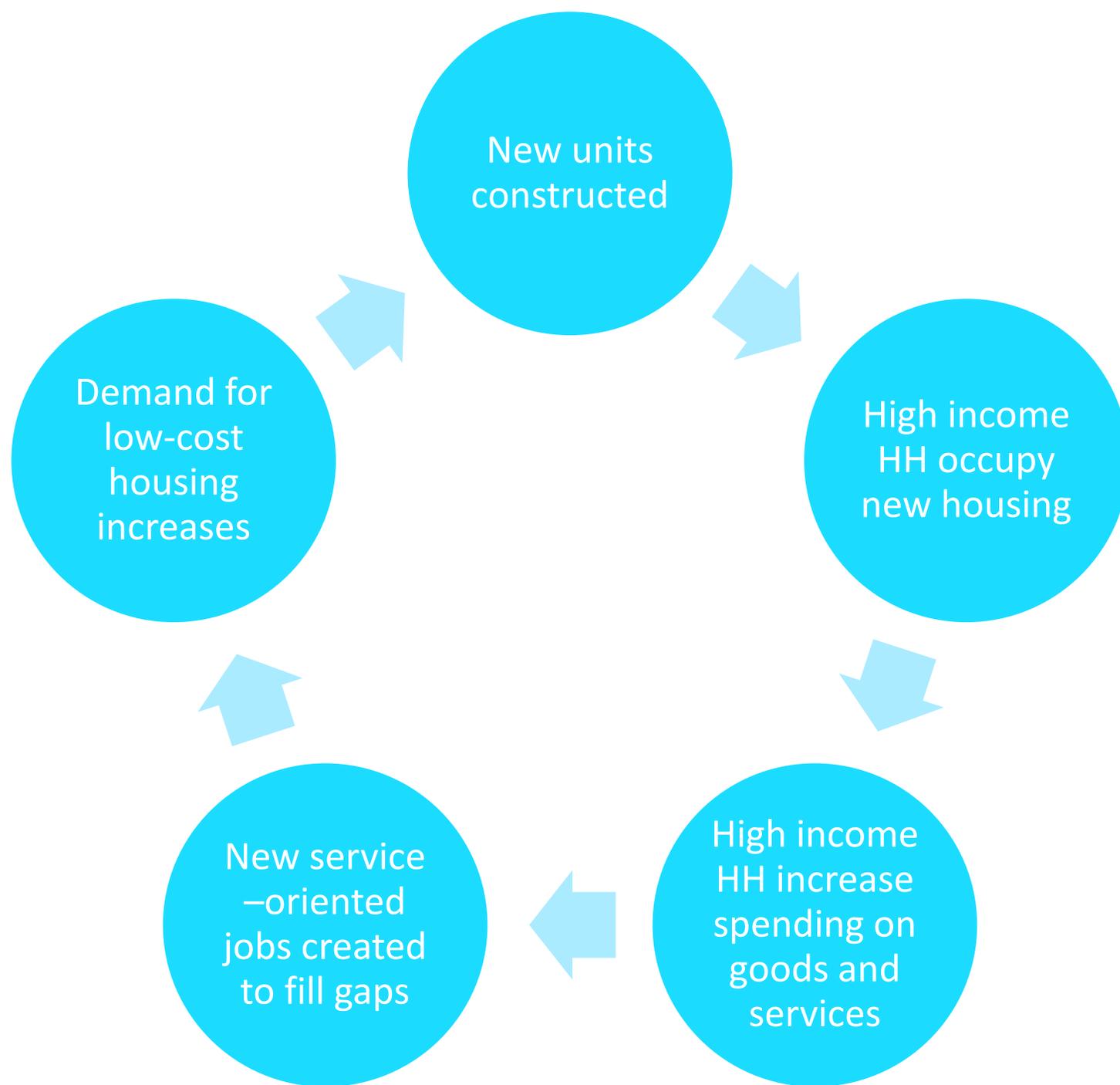
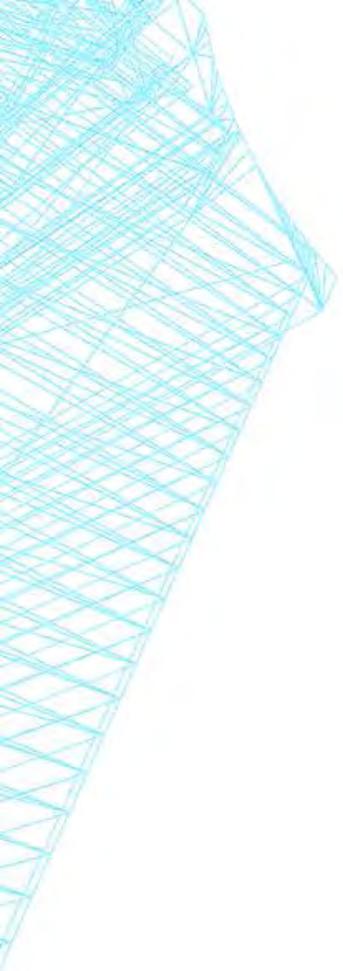
EFFECTS ON NEARBY PROPERTY VALUES

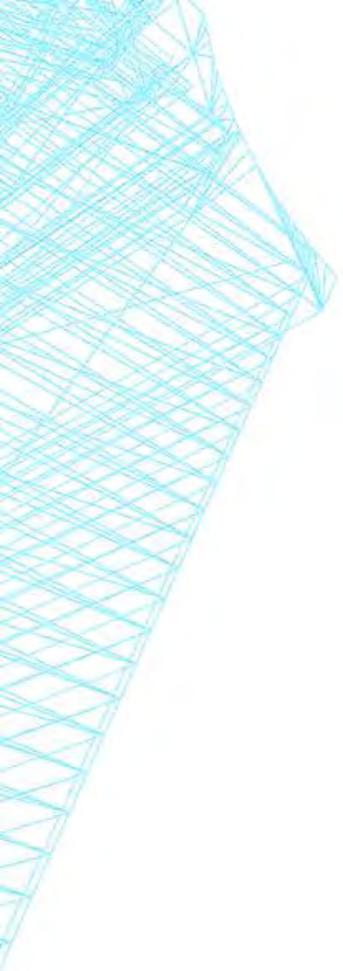
- Insignificant or positive effects in high-valued neighborhoods
 - When positive, marginal effect sizes
- Increases property values in lower-valued neighborhoods
- More influential correlates:
 - General community prosperity
 - Existing property values
 - Architectural design standards
 - Proximity to amenities and infrastructure, OR negative factors



DENSITY, ALONE \neq AFFORDABILITY

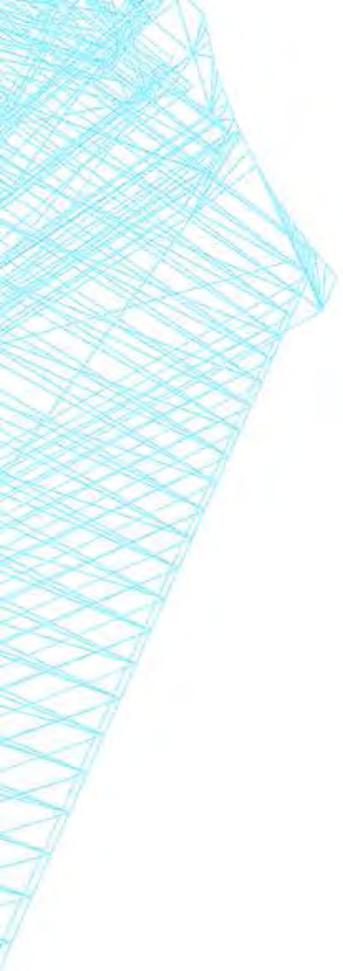
- New housing typically built for higher incomes
 - Developers usually build market rate at any density whenever possible
- Higher density new construction increases supply and relaxes prices in the short-term
- In the long-run, they tend to drive prices up because more low-paying service jobs are created





TRAFFIC AND INFRASTRUCTURE IMPACTS

- National studies suggest lower-income households own fewer cars and make fewer trips than other households (source: US Department of Transportation, 2011)
 - Ownership of non-essential “recreational equipment” *may* be lower
- Higher density affordable housing is a more efficient use of land
- Lower infrastructure installation and maintenance costs borne by City and County (Nelson, 2013)
- Ultimately, lower healthcare and social service costs (Ewing et al, 2003)

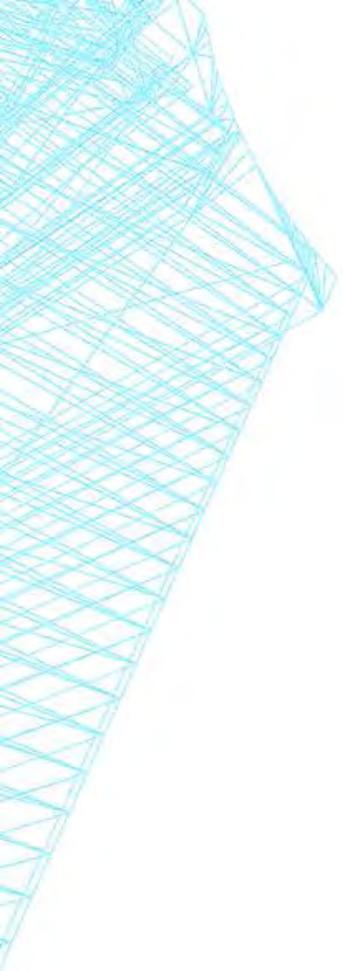


AFFORDABLE HOUSING ≠ SUBSIDIZED HOUSING WITHOUT A RETURN ON INVESTMENT

- Homeowners actually enjoy the largest subsidies – through mortgage interest deduction (MID)
- In 2010, MID cost the U.S. Treasury \$79 billion
- In the same year, only \$41B was spent on all affordable housing program

Source: Pelletiere, Danilo. 2011. National Low Income Housing Coalition

- Housing affordability = economic development
 - Less employee turnover; more competition amongst employers
- Talk to a small business owner in Moab: housing = employment



HOUSING AFFORDABILITY AND CRIME

- No correlation between crime and safe, decent, and affordable housing
- Community disinvestment, overcrowding, and a lack of social services increases crime – not housing affordability
- Neighborhood cohesion and economic stability are outcomes of dispersed and accessible housing

Sources: National Crime Prevention Council; Non-profit Housing Association of Northern California; Business and Professional People for the Public Interest

LOW-INCOME & MIXED-INCOME HOUSING ...IT CAN LOOK GOOD

Low-income



Workforce housing



Market rate



Mixed-income



LOW-INCOME & MIXED-INCOME HOUSING ...IT CAN LOOK GOOD

Workforce Housing



Special-needs families

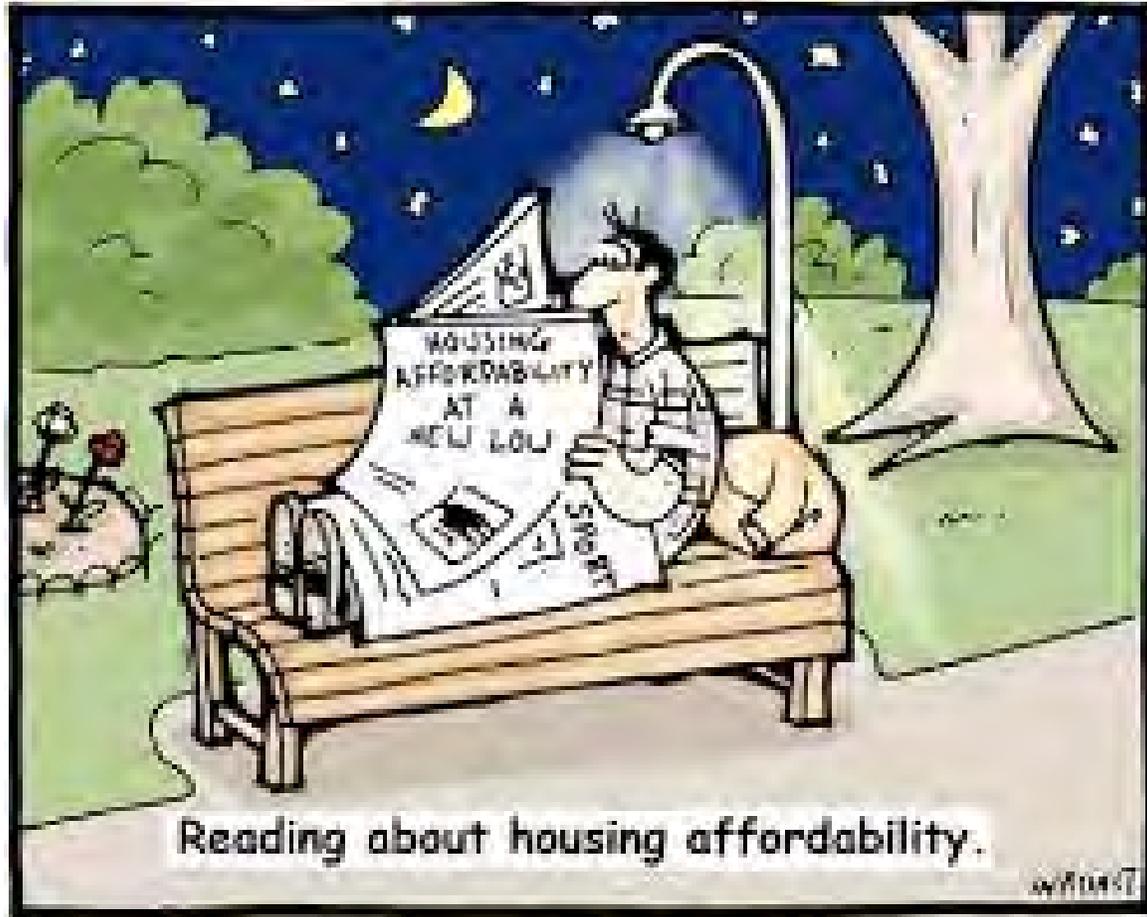


Market Rate



Low-income





"You can spend the money on new housing for poor people and the homeless, or you can spend it on a ball field or a ."

Jello Biafra

IT'S ABOUT PRIORITIES
AND ACTION!

- Park City today is far more “seasonally” owned than even Aspen itself.

	2000			2010		
	Total	Seasonal	% Seasonal	Total	Seasonal	% Seasonal
Aspen	4,354	1,121	25.7%	5,929	1,917	32.3%
Park City	6,661	3,383	50.8%	9,471	5,609	59.2%

Sources: 2000 and 2010 U.S. Censuses; czbLLC.

- Park City’s housing cost-to-income ratio stands at more than ten to one.

	2000			2010		
	Value	Income	Ratio	Value	Income	Ratio
Aspen	\$535,000	\$54,973	9.73	\$707,400	\$74,509	9.49
Park City	\$417,500	\$65,375	6.39	\$765,600	\$61,383	12.47

Sources: 2000 and 2010 U.S. Censuses; czbLLC.

AND, IN FACT,
WE ARE LIKE
ASPEN AND
PARK CITY

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

Agenda Item: B

January 19, 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. Chairman Elizabeth Tubbs called the Council meeting to order at 1:15 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.

Conference Call Hosted by Congressman Chaffetz: Public Lands Initiative

Congressman Jason Chaffetz and staff were present via telephone conference call to get Grand County input on the proposed public lands initiative. Grand County Council will forward comments and recommendations during the public comment period.

Workshop

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

Brent Bateman from the Office of the Utah Property Rights Ombudsman presented several bullet points to discuss with Council regarding development review and public comment issues. The discussion occurred until 3:45 p.m.

The Regular Session of the Grand County Council was called to order at 4:00 p.m. by Chair Elizabeth Tubbs on the above date in the Council Chambers of the Grand County Courthouse located at 125 East Center Street, Moab, Utah. 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 Council Member Chris Baird.

Approval of Minutes (Diana Carroll, Clerk/Auditor)

B. January 5, 2016 (County Council Meeting)

MOTION: Motion by Council Member Chris Baird to approve the minutes of the January 5, 2016 Council Meeting. Motion seconded by Council Member Mary McGann 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 \$354,353.79. Accounts payable check numbers 90838 - 90954 totaling \$181,783.91 and payroll in the amount of \$172,569.88 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 attended a USU Moab hosted meeting and the Planning Commission meeting regarding affordable housing changes to the Land Use Code.

Department Reports

C. 2015 Canyonlands Field Airport Report (Judd Hill, Airport Manager)

Airport Manager Judd Hill gave presentation summarizing the activities at Canyonlands Field in 2015.

Facilities Maintenance Supervisor Marvin Day reported that the Courthouse is up to date on ADA accessibility and compliance.

Community Development Director Zacharia Levine gave an update on a recent County Resource Management Plan workshop.

Presentations

D. Presentation on Museum of Moab, Postponed from December 15, 2015 (John Foster, Director)
Museum of Moab Director John Foster gave a report of activities at the Museum in 2015 including exhibits, improvements, and programs.

E. Utah State University Extension, Grand County Report for 2015 (Michael Johnson, County Director, USU Extension/Grand County)

USU Extension County Director Michael Johnson gave an overview of some activities during 2015 including horticulture, agriculture, youth programs, parenting and financial programs.

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)

MOTION: Motion by Council Member Chris Baird 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. Motion seconded by Council Member Ken Ballantyne carried 7 – 0.

H. Approving Bid Award and Two-Year Lease Agreement for Two, 2016 772GP All-Wheel Drive Motor Graders (Bill Jackson, Road Supervisor)

MOTION: Motion by Council Member Chris Baird to approve the lease of two 2016 772GP all-wheel drive motor graders from Honnen Equipment Company with an annual lease payment of \$45,361.44 and authorize the Chair to sign all associated documents. Motion seconded by Council Member Rory Paxman carried 7 – 0.

I. Approving Bid Award for Purchase of a Crafcro Asphalt Crack Sealer (Glen Arthur, Assistant Road Supervisor)

MOTION: Motion by Council Member Chris Baird to approve the bid for the purchase of a Crafcro Asphalt Crack Sealer, Model EZ1000 series 2 in the amount of \$45,977 to Wheeler Machinery and authorize the Chair to sign all associated documents. Motion seconded by Council Member Rory Paxman carried 7 – 0.

J. Approving Bid Award for Printing of the 2016 Moab Area Travel Council 12-Page Booklet Insert (Elaine Gizler, Travel Council Director)

MOTION: Motion by Council Member Mary McGann 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. Motion seconded by Council Member Lynn Jackson carried 7 – 0.

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)

MOTION: Motion by Council Member Lynn Jackson 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 the Chair to sign all associated documents. Motion seconded by Council Member Ken Ballantyne.

Council Member Jackson comments addressed valid citizen comments on a difficult decision, affordable housing issues and Spanish Valley Drive access.

Council Member Baird addressed workforce housing in Spanish Valley, density, and the unwillingness of the applicant to commit to affordable housing.

Council Member McGann said it has been a hard issue, but cannot support the up-zone.

Council Member Paxman agreed with comments that have been made and feels Small Lot Residential will help the housing issue.

Council Member Hawks reiterated that the Council has committed to additional hours to amend the Land Use Code to fix housing issues.

Council Member Tubbs said the Council needs to work out the how to deal with issues of affordable housing and recommends following the recommendation of the Planning Commission.

Motion failed 3 – 4 with Council Members Baird, Tubbs, Hawks and McGann voting in opposition of the motion.

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)

MOTION: Motion by Council Member Mary McGann to adopt the proposed resolution approving 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 the 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.

Motion seconded by Council Member Lynn Jackson carried 7 – 0.

M. Adopting Proposed Proclamation Recognizing January 24-30, 2016 as Grand County School Choice Week (Chairwoman Tubbs)

MOTION: Motion by Council Member Jaylyn Hawks 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. Motion seconded by Council Member Ken Ballantyne failed 2 – 4 with Council Members Tubbs, Paxman, Jackson and McGann opposed with Council Member Baird abstaining from the vote.

N. Approving 2015 Council Discretionary Funds of Up to \$7,000 for December 2015 Conflict Defender Invoices (Diana Carroll, Clerk/Auditor)

MOTION: Motion by Council Member Chris Baird to pay up to \$7,000 out of Discretionary Funds for the 2015 conflict attorney expenses as discussed. Motion seconded by Council Member Rory Paxman carried 7 – 0.

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

1. Library Board (Council Member Ballantyne)

MOTION: Motion by Council Member KB to appoint Daniel McNeil and Jenna Woodbury to serve on the Library Board, with terms expiring 12/31/2019 and authorize the Chair to sign all associated documents. Motion seconded by Council Member Chris Baird carried 7 – 0.

2. Noxious Weed Control Board (Council Member Paxman)

MOTION: Motion by Council Member Rory Paxman the re-appointment of Mearl Sheldon to service of the Noxious Weed Control Board, with term expiring 12/31/2019 and authorize the Chair to sign all associated documents. Motion seconded by Council Member Lynn Jackson carried 7 – 0.

3. Transportation Special Service District Board (Council Member Jackson)

MOTION: Motion by Council Member Lynn Jackson 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. **MOTION:** Substitute Motion by Council Member Chris Baird to appoint William

Love to serve on the Transportation Special Service District Board, with term expiring 12/31/2019. Motion seconded by Council Member Mary McGann. Council Member Bair said there needs to be diversity of opinion on boards.

Council Member Jackson agreed, but noted Mr. Love would like to see the TSSD board dissolved.

Council Member McGann and Hawks both agreed on the need for diversity.

Substitute Motion failed 3 – 4 with Council Members Ballantyne, Jackson, Tubbs and Paxman opposed. The original motion carried 5 – 2 with Council Members McGann and Baird opposed.

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

MOTION: Motion by Council Member Ken Ballantyne to adopt the consent agenda as presented. Motion seconded by Council Member Mary McGann carried 7 – 0.

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)

Grand County Community Development Director Zacharia Levine read into the record the Grand County Land Use Code and General Plan both as amended to date. The 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.

Council Member Baird questioned the developer regarding the lack of a written commitment for affordable housing.

Council Member Hawks spoke regarding the access to Highway 191 and overnight rentals.

The public hearing opened at 6:55 p.m.

Kenneth (Last Name) spoke concerning the arroyo drainage.

Karen (Last Name) lives in Plateau Subdivision and spoke regarding density and traffic in the area and feels this development would over-whelm rural residents.

Kelly Denney spoke regarding drainage issues, lights and noise.

Lloyd McKinney lives below the development and is concerned about the drainage.

Michelle Hill spoke regarding drainage from culverts on Resource Blvd that drains into this property.

Joe (Last Name) lives on Buena Vista spoke regarding increased traffic.

Rochelle Denney spoke regarding increased traffic and affordable housing issues.

LuDean Merrit lives adjacent to McKinney property, spoke regarding the issue of drainage.

There were no other comments. The Public Hearing closed at 7:20 p.m. Written comments will be accepted until Wednesday, January 27 at 5:00 p.m.

General Council Reports and Future Considerations

Council Member McGann

- Solid Waste is trying to get a compost facility.
- UTV/ATV group will be working on signage in the city.

Council Member Ballantyne

- Attended Library Board meeting.

Council Member Jackson

- GWSSA announced snow pack is 180% of normal.
- TSSD preparing a CIB application for Loop Road repairs.
- TSSD will present economic report for the Book Cliffs.
- Attended Travel Council meeting.

Council Member Hawks

- Attended Council on Aging meeting.

Council Chair Tubbs

- Attended Fire Warden interviews.
- DNR video for State Lands.
- Attended Conservation District meeting.
- UMTRA funding award.
- Utah Finance Authority.

Council Member Paxman

Council Member Baird

- Castle Valley road closure.
- Geysers Pass snow removal.

MOTION: Motion by Council Member Mary McGann to enter Closed Session at 8:12 p.m. to discuss pending or reasonably imminent litigation. Motion seconded by Council Member Chris Baird carried 6 – 1 with Council Member Hawks opposed. Present were Council Members Tubbs, Baird, Paxman, Hawks, Jackson, Ballantyne and McGann, Council Administrator Ruth Dillon, Clerk/Auditor Diana Carroll and Attorney Andrew Fitzgerald via telephone at 8:20 p.m. **MOTION:** Motion by Council Member Chris Baird to end the Closed Session at 8:40 p.m. Motion seconded by Council Member Lynn Jackson carried 7 – 0.

Adjourn

The meeting was adjourned at 8:40 p.m.

Grand County Council Chair

ATTEST:

Diana Carroll

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
FEBRUARY 2, 2016
Agenda Item: C

TITLE:	2015 Grand County Public Library Report
FISCAL IMPACT:	None
PRESENTER(S):	Carrie Valdes, Library Director

Prepared By:

Carrie Valdes
Library Director
Grand County Library
257 East Center Street
Moab, UT 84532
carrie@moablibrary.org

ATTACHMENT(S):

Grand County Public Library 2015 Community Report (To Be Provided)
Grand County Public Library PowerPoint Presentation (To Be Provided)

FOR OFFICE USE ONLY:

Attorney Review:

N/A

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
FEBRUARY 2, 2016

Agenda Item: D

TITLE:	Update on Danish Flats Air Permit
FISCAL IMPACT:	None
PRESENTER(S):	Lee Shenton, Technical Inspector

Prepared By:

Lee Shenton,
 Technical Inspector,
 Community
 Development
 Department,
 259-1795

FOR OFFICE USE ONLY:

Attorney Review:

N/A

PURPOSE:

Alert Council to significant developments in regulatory and construction status of the Danish Flats production water disposal facility.

BACKGROUND:

On August 4, 2014 Utah's Division of Air Quality (UDAQ) issued an Approval Order (AO) for operation of the Danish Flats production water disposal facility ("DF"). This AO allowed DF to operate legally during an 18-month window during which certain emission control equipment must be installed and become operational. In addition, per agreement with Utah's Division of Oil, Gas and Mining (UDOGM), the existing primary settling pond must be de-commissioned and sealed.

In September, 2014, Utah's Division of Water Quality (DWQ) granted a permit to DF to use the Phase Two ponds (roughly half of DF capacity) for brines **not** produced from oil and gas wells. However, such use would require a new Grand County ordinance which has not yet been enacted.

In October, 2014, the DF facility was purchased by Oilfield Water Logistics (OWL), who immediately began operating the facility and planning the construction of required emission control equipment. OWL began construction in August, 2015 and has progressed steadily but completion of the current scope and start-up would likely take several more months.

On December 16, 2015 DF, reached agreement in principle with UDAQ to submit a new Notice of Intent (NOI) proposing a lower-capacity, and thus less expensive, emission control system. UDAQ has given DF 30 days to provide a plan for producing a new NOI, and approximately five months to submit an acceptable new NOI, consistent with UDAQ procedures.

DISCUSSION:

As a result of the pending agreement, there will be another cycle of proposals from Oilfield Water Logistics and review by UDAQ leading to a revised AO. Another 18-month window will start once UDAQ issues a revised AO, thus delaying installation of more effective emission controls by up to two years.

De-commissioning of the primary settling pond is not delayed and in fact is continuing steadily to the satisfaction of UDOGM.

POSSIBLE FUTURE ACTION ITEM: Council may feel compelled to discuss the merits of submitting a letter to UDAQ requesting firm deadlines for OWL to provide an acceptable NOI.

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
FEBRUARY 2, 2016

Agenda Item: E

TITLE:	Recognition of 8 Million Tons of Uranium Mill Tailings Removal and Disposal
FISCAL IMPACT:	None
PRESENTER(S):	Donald Metzler Department of Energy, Federal Project Director, Moab UMTRA Project and Lee Shenton, Grand County UMTRA Liaison

Prepared By:

Lee Shenton,
UMTRA Liaison,
Community
Development
Department,
259-1795

FOR OFFICE USE ONLY:

Attorney Review:

N/A

PURPOSE:

Recognition of reaching 8 million tons tailings removed.

BACKGROUND:

The US Dept. of Energy (DOE) **Moab UMTRA Project** began removing tailings from the old Atlas mill site in April, 2009, transporting them to a disposal cell near Crescent Junction. After removing 2.9 million tons of tailings by the end of 2010, the Moab UMTRA team moved another 5 million tons through the end of 2015 and have now reached the halfway point in removing the tailings pile.

HIGHLIGHTS:

On January 20th the Project team reached a total of eight million tons shipped, the halfway point of the estimated 16 million tons of tailings accumulated by the mill. Also of note, at the end of December the Project team reached 2.5 million hours worked without a work-related Lost Time injury or illness.

DOE Federal Project Director Don Metzler will present to Council the commemorative plaque piece representing this milestone.

ATTACHMENT(S):

DOE Press Release "DOE Moab Project Reaches Halfway Mark In Mill Tailings Removal", January 20, 2016



For Immediate Release
January 20, 2016

DOE Moab Project Reaches Halfway Mark in Mill Tailings Removal 2.5 Million Hours Safely Worked

(Grand Junction, CO) — The U.S. Department of Energy (DOE) has reached 8 million tons of uranium mill tailings removed from the Moab site in Utah under the Uranium Mill Tailings Remedial Action Project. That is half of the estimated total 16 million tons to be shipped to an engineered disposal cell near Crescent Junction, Utah.

“The first train shipment was in April 2009, so in less than 7 years, we have reached the halfway mark,” said Federal Project Director Donald Metzler. The Moab Project was able to accelerate shipments with funding received under the American Recovery and Reinvestment Act of 2009 (ARRA). “ARRA definitely gave us a boost in shipping, but since then we have continued to make steady progress on safely moving the tailings away from the Colorado River,” acknowledged Metzler.

At the end of December 2015, site employees had worked 2.5 million hours without a work-related, lost-time injury or illness, as defined by the Occupational Safety and Health Administration. This record was more than 6 years in the making, as the last lost-time injury occurred in November 2009.

“Because we are a small site within the DOE complex, it takes a long time for us to work even a million hours. To reach 2.5 million hours without a lost-time injury is impressive by any standard,” said Remedial Action Contractor Project Manager Jeff Biagini.

To celebrate both milestones, site workers received fleece jackets with emblems touting “8 million tons shipped, 2.5 million safe hours worked,” provided by the contractors’ corporate offices.

Mill tailings are a sand-like material that remains from processing uranium ore. The tailings are transported by rail in sealed metal containers to Crescent Junction, which is located 30 miles north of the Moab site. The tailings are placed in a DOE-constructed, U.S. Nuclear Regulatory Commission-approved disposal cell near Crescent Junction and capped with a 9-foot-thick, multi-layered cover composed of native soils and rock.

– DOE –

Contact:

Wendee Ryan

S&K Aerospace Public Affairs Manager

(970) 257-2145

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
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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) 	<ul style="list-style-type: none"> 8:30AM - 8:30AM Safety & Accident Review Committee (Chambers) 2:00PM - 2:00PM Affordable Housing Task Force Workshop (Chambers) 4:00PM - 4:00PM County Council Meeting (Chambers) 	3	UAC Legislative Br <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) 	<ul style="list-style-type: none"> 10:00AM - 12:00PM BLM Coordination Meeting (Chambers) 	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) 	<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) 	<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) 	UAC Legislative Br <ul style="list-style-type: none"> 4:00PM - 4:00PM Solid Waste Management SSD (District Office) 6:00PM - 9:00PM Public Presentation of the Book Cliffs Transportation Corridor Study (Grand Center) 6:00PM - 6:00PM Thompson Springs Fire District (Thompson) 7:00PM - 7:00PM Thompson Springs Water SSD (Thompson) 	12	13	
14	President's Day <ul style="list-style-type: none"> 8:00AM - 5:00PM County Offices Closed 	<ul style="list-style-type: none"> 12:00PM - 12:00PM Chamber of Commerce (Zions Bank) 4:00PM - 4:00PM County Council Meeting (Chambers) 	<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) 	UAC Legislative Br <ul style="list-style-type: none"> 12:00PM - 12:00PM Housing Authority Board (City Chambers) 4:00PM - 4:00PM Arches SSD (Fairfield Inn & Suites) 5:30PM - 5:30PM Canyonlands Healthcare SSD (Moab Regional Hospital) 7:00PM - 7:00PM Grand Water & Sewer Service Agency (District Office) 	19	NACo Legislative C	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) 	UAC Legislative Br <ul style="list-style-type: none"> 1:00PM - 1:00PM Association of Local Government (ALG) (Price) 	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) 	<ul style="list-style-type: none"> 8:30AM - 8:30AM Safety & Accident Review Committee (Chambers) 4:00PM - 4:00PM County Council Meeting (Chambers) 	2	UAC Legislative Br <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	

March 2016

February 2016							April 2016							
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14	15	16	17	18	19	20	10	11	12	13	14	15	16	
21	22	23	24	25	26	27	17	18	19	20	21	22	23	
28	29						24	25	26	27	28	29	30	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	<ul style="list-style-type: none"> 11:30AM Joint City/County Council Meeting (City Chambers) 	<ul style="list-style-type: none"> 8:30AM Safety & Accident Review Committee (Chambers) 4:00PM County Council Meeting (Chambers) 		UAC Legislative Br <ul style="list-style-type: none"> 5:30PM Mosquito Abatement District (District Office) 7:00PM Grand Water & Sewer Service Agency (District Office) 		
6	<ul style="list-style-type: none"> 1:00PM Affordable Housing Task Force (Chambers) 5:00PM Airport Board (Chambers) 	<ul style="list-style-type: none"> 12:00PM Trail Mix Committee (Grand Center) 3:00PM Travel Council Advisory Board (Chambers) 5:30PM OSTA Advisory Committee (OSTA) 6:00PM Cemetery Maintenance District (Sunset Memorial) 6:00PM Transportation SSD (Road Shed) 	<ul style="list-style-type: none"> 12:00PM Area Section Analysis Process (ASAP) Steering Committee Meeting (USU Moab-Room R) 5:00PM Agenda Summaries Due 6:00PM Planning Commission (Chambers) 	<ul style="list-style-type: none"> 3:30PM Sand Flats Stewardship Committee (Chambers) 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) 	<ul style="list-style-type: none"> 10:00AM Historical Preservation Commission (Grand Center) 	
13	<ul style="list-style-type: none"> 12:30PM Council on Aging (Grand Center) 7:00PM Conservation District (Youth Garden Project) 	<ul style="list-style-type: none"> 12:00PM Chamber of Commerce (Zions Bank) 4:00PM County Council Meeting (Chambers) 	<ul style="list-style-type: none"> 9:00AM Moab Area Watershed Partnership (Water District Office) 6:00PM Recreation SSD (City Chambers) 	<ul style="list-style-type: none"> 9:00AM Canyon Country Partnership (TBD) 12:00PM Housing Authority Board (City Chambers) 4:00PM Arches SSD (Fairfield Inn & Suites) 5:30PM Canyonlands Healthcare SSD (Moab Regional Hospital) 7:00PM Grand Water & Sewer Service Agency (District Office) 		
20		<ul style="list-style-type: none"> 2:45PM Mental Health Board (Green River) 5:00PM Public Health Board (Green River) 	<ul style="list-style-type: none"> 6:00PM Planning Commission (Chambers) 	<ul style="list-style-type: none"> 11:30AM Local Emergency Planning Committee (Fire Dept) 1:00PM Association of Local Government (ALG) (Price) 		
27		<ul style="list-style-type: none"> 9:00AM Administrative Workshop (if needed) 	<ul style="list-style-type: none"> 5:00PM Agenda Summaries Due 			

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

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
Thompson Springs Special Service Fire District	1	12/31/2019
Recreation District	1	12/31/2018

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 until filled. The County Council will make appointments during a regular Council meetings.

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



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-Communications/Dispatch

Posted January 22, 2016 8:00 AM | Closes February 8, 2016 3:00 PM

Download Application Job Summary Under the direct supervision of the Jail Commander the Communications / Dispatch specialist is a non-sworn, civilian... [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](#)

Sand Flats Recreation Area - Technician Apprentice

Posted January 22, 2016 | Closes February 8, 2016 3:00 PM

Job Summary Under the direct supervision of the Operations Coordinator, the Recreation Technician Apprentice is a job-training program for high school students... [Full Description](#)

Sand Flats Recreation Area Technician (seasonal)

Posted January 22, 2016 8:00 AM | Closes February 8, 2016 3:00 PM

Job Summary: Under the direction of the Program Manager the Recreation Technician undertakes tasks designed to protect and maintain the visitor facilities and natural... [Full Description](#)

[Apply Online](#)

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
FEBRUARY 2, 2016

Agenda Item: G

TITLE:	Approving the Final Easement Agreement with School and Institutional Trust Lands Administration (SITLA) to Extend the Fallen Peace Officer Four-Wheel Drive Trail One Mile Northwest
FISCAL IMPACT:	None (Through OHV-registration funds, SITLA and RwR will pay for the easement, survey work, and construction, totaling at least \$10,000.)
PRESENTER(S):	Clif Koontz, Executive Director, Ride with Respect (RwR)

Prepared By:

Clif Koontz, ex. director
Ride with Respect
395 McGill Ave
Moab, UT 84532
435-259-8334
clif@ridewithrespect.org

FOR OFFICE USE ONLY:

Attorney Review:

Reviewed by County
Recorder for accuracy

RECOMMENDATION:

I move to approve the final easement across SITLA property to extend Fallen Peace Officer Trail one mile northwest, and authorize the Chair to sign all associated documents.

BACKGROUND:

The Fallen Peace Officer Trail is a twelve-mile 4WD loop that lies fifteen miles northwest of Moab (shown on the attached map as a purple line). Most trail users would prefer the loop to be longer and less rocky. These improvements could be accomplished by routing the loop further northwest, instead of continuing up a rocky wash bottom. The extension would utilize an existing Class-D road, except in two locations where RwR would construct the trail with a lower grade to reduce erosion (shown on the map as green lines at center and northeast side). A third location would access an existing route in Klondike Wash to avoid a riparian area that lies further south (shown on the map as a green line at southwest side). These three locations make up the easement, totaling one mile in length. RwR would construct the trail to be sustainable, and maintain the trail as needed. This arrangement, of having Grand County obtain a SITLA easement, has worked well for the northern extension of Sovereign Singletrack, which RwR constructed in 2011. We hope you will support the Fallen Peace Officer Trail extension as well.

ATTACHMENT(S):

Agenda Summary of 12-16-2014
Fallen Peace Officer Trail extension EASEMENT with cover letter
Fallen Peace Officer Trail extension DRAFT MAP
FPOT_extension (GIS data)

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
DECEMBER 16, 2014

Agenda Item: R

TITLE:	Approving Easement Application to School of Institutional Trust Lands Administration (SITLA) to Extend the Fallen Peace Officer Trail One Mile Northwest
FISCAL IMPACT:	None (Through OHV-registration funds, SITLA and RwR will pay for the easement, survey work, and construction, totaling at least \$10,000.)
PRESENTER(S):	Clif Koontz, Executive Director, Ride with Respect (RwR)

Prepared By:

Clif Koontz, ex. director
 Ride with Respect
 395 McGill Ave
 Moab, UT 84532
 435-259-8334
 clif@ridewithrespect.org

FOR OFFICE USE ONLY:

Attorney Review:

n/a

RECOMMENDATION:

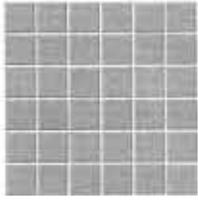
I move to approve the easement application to SITLA to extend the Fallen Peace Officer Trail one mile northwest, and authorize the Chair to sign all associated documents.

BACKGROUND:

The Fallen Peace Officer Trail is a twelve-mile 4WD loop that lies fifteen miles northwest of Moab (shown on the attached map as a purple line). Most trail users would prefer the loop to be longer and less rocky. These improvements could be accomplished by routing the loop further northwest, instead of continuing up a rocky wash bottom. The extension would utilize an existing Class-D road, except in two locations where RwR would construct the trail with a lower grade to reduce erosion (shown on the map as green lines at center and northeast side). A third location would access an existing route in Klondike Wash to avoid a riparian area that lies further south (shown on the map as a green line at southwest side). These three locations make up the easement, totaling one mile in length. RwR would construct the trail to be sustainable, and maintain the trail as needed. This arrangement, of having Grand County obtain a SITLA easement, has worked well for the northern extension of Sovereign Singletrack, which RwR constructed in 2011. We hope you will support the Fallen Peace Officer Trail extension as well.

ATTACHMENT(S):

Fallen Peace Officer Trail extension DRAFT APP
 Fallen Peace Officer Trail extension DRAFT MAP



State of Utah
School & Institutional
Trust Lands Administration

675 East 500 South, Suite 500
Salt Lake City, UT 84102-2818
801-538-5100
801-355-0922 (Fax)
www.trustlands.com

Gary R. Herbert
Governor

Spencer J. Cox
Lieutenant Governor

Kevin S. Carter
Director

December 23, 2015

Clif Koontz
Ride With Respect
395 McGill Ave
Moab, UT 84532

RE: Easement No. 1965 – Fallen Peace Office Trail Extension
Township 23 South, Range 20 East, SLB&M
Section 33: SW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ (Within)
Township 24 South, Range 20 East, SLB&M
Section 4: Lot 3 (Within)
Section 5: S $\frac{1}{2}$ NE $\frac{1}{4}$ (Within)

Dear Mr. Koontz,

Enclosed are two originals of the above-referenced easement agreement. Please obtain the proper notarized signatures on each original, then return both to my attention. Our director will then execute the agreement, and one original will be returned for your file.

If you have any questions or need further information, please feel free to contact me at 801-538-5166.

Sincerely,

Scott Bartlett
Trust Lands Resource Specialist

Enclosure

E A S E M E N T

Easement No. 1965
Fund: School

This easement ("Easement") is made and entered into as of this ___ day of _____, 201_ (the "Effective Date") by and among THE STATE OF UTAH, by and through the School and Institutional Trust Lands Administration ("Grantor") and Grand County, a political subdivision of the State of Utah ("Grantee") (individually a "Party" and collectively, the "Parties"). In consideration of the payment of \$2,942.45, plus a \$750.00 application fee, and a one-time \$1,000.00 administrative fee, receipt of which is acknowledged, Grantor hereby grants to Grantee, an Easement on the trust lands described in Exhibit "A", attached hereto and incorporated by reference.

THIS EASEMENT is granted for the purpose of the construction, operation, repair, and maintenance of a four-wheel drive trail on the herein-described lands subject to the following terms and conditions:

1. This Easement shall be for a term of 30 years, commencing January 1, 2016, and expiring December 31, 2045, unless earlier terminated under the terms hereof. This Easement is granted only for the purpose described above as far as it is consistent with the principles and obligations in the Enabling Act of Utah (Act of July 16, 1894, Ch. 138, 28 Stat. 107) and the Constitution of the State of Utah. This Easement is subject to any valid and existing rights.

2. Grantee shall pay for all cost and expense in connection with the construction, operation, repair, and replacement of the trail, and hold Grantor harmless from any and all liability (including expenses for attorney's fees) which may arise from the construction, operation, and maintenance of said trail, so long as the Easement shall remain in force and effect. All work performed in connection with this Easement shall be conducted in a workmanlike manner.

3. Grantor reserves the right to relocate or modify the Easement, in whole or in part, as may be deemed necessary by Grantor, in its sole discretion, to accommodate Grantor's use of the dominant estate or the adjoining lands for any purpose. The cost of such relocation shall be at Grantee's sole expense. The relocated or modified Easement shall provide Grantee with access such as is necessary to fulfill the purposes of the grant.

4. Grantee shall have sixty (60) days after the expiration or termination of this Easement to remove said trail and reclaim the property if Grantor determines it is in Grantor's best interest, and upon written notification from Grantor. In the event the same is not removed within sixty (60) days of Grantee's receipt of written notice, it is mutually agreed by and between Grantor and Grantee that Grantor shall have the right to remove, or cause the same to be removed, all at the cost and expense of Grantee.

5. Grantee represents that it has notified holders of state issued interests in the area surrounding the Easement, as set forth in Exhibit "B" attached hereto, of Grantee's rights and plans hereunder. Grantee represents that the location and construction of this Easement will not unreasonably interfere with or cause damage to such other existing users.

6. Grantee agrees that, for good cause shown, at any time during the term of this Easement, Grantor may require that the amount of an existing bond be increased or if a bond has not been previously required, Grantor may require Grantee to post with Grantor a bond with an approved

corporate surety company authorized to transact business in the State of Utah, or such other surety as may be acceptable to Grantor, in a sum to be determined by Grantor, said bond to be conditioned upon full compliance with all terms and conditions of this Easement and the rules relating hereto. The amount of this bond shall not be deemed to limit any liability of Grantee.

7. Grantee assumes liability for and agrees to indemnify Grantor for and against any and all liability, including attorney's fees, of any nature imposed upon, incurred by, or asserted against Grantor which in any way relates to or arises out of the activity or presence upon the Easement of Grantee, its servants, employees, agents, sublessees, assignees, or invitees, unless such liability is caused by Grantor's sole negligence.

8. This Easement may be terminated by Grantor upon breach of any conditions hereof. If Grantor determines that Grantee, its assigns or successors in interest have breached any conditions of this Easement, Grantor shall notify the breaching party (parties) in writing by certified mail, return receipt requested, specifying the particular breach. The breaching party (parties) shall have thirty (30) days from the date of such notice, or such longer period as may be required under the circumstances as approved by Grantor to correct such breach. If breaching party (parties) fails (fail) to correct such breach within such period, Grantor may terminate this Easement without further notice; provided, however, such termination shall not release breaching party (parties) from liability for damage prior to such termination.

9. Grantee hereby consents to suit in any dispute arising under the terms of the Easement or as a result of operations carried out under the Easement. Grantee further agrees for itself, successors and assigns that any suit brought in connection with this Easement shall be brought in the Third District Court for Salt Lake County, Utah, subject, however, to any legal requirement for prior exhaustion of administrative remedies.

10. The acquisition or assumption by another party under an agreement, such as an assignment, sublease, contract, or any other agreement, with Grantee of any right or obligation of Grantee under this Easement shall be ineffective as to Grantor unless and until Grantor shall have been notified of such agreement and shall have recognized and approved the same in writing, and in no case shall such recognition or approval: (i) operate to relieve Grantee of the responsibilities or liabilities assumed by Grantee hereunder; or (ii) be given unless such other party is acceptable to Grantor as a grantee, and assumes in writing all of the obligations of Grantee under the terms of this Easement as to the balance of the term thereof, or acquires the rights in trust as security and subject to such conditions as Grantor deems necessary. Grantor may refuse to grant approval for such an agreement in its sole discretion.

11. Grantee shall at all times observe reasonable precautions to prevent fire on said Easement and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a fire on said Easement proximately caused by Grantee, its servants, employees, agents, sublessees, assignees or licensees which necessitates suppression action by the State Forester or any other government entity incurring supplemental costs, Grantee agrees to reimburse Grantor for the cost of such fire suppression action.

12. Grantee shall surrender to Grantor said lands in the original land contour in order to allow the area to properly drain within 60 days of the termination of this Easement. Rehabilitation shall be done with the approval and to the specifications of Grantor.

13. Grantee, in exercising the privileges granted by this Easement, shall comply with the provisions of all Federal, State, County, and Municipal laws, ordinances, and regulations which are applicable to the subject tract and operations covered by this Easement. Grantee shall neither commit nor permit any waste on the Easement premises. Grantee shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this Easement.

14. Grantor herein reserves the right to utilize said Easement for access to and from the lands owned by Grantor on both sides of said Easement.

15. It is expressly understood and agreed that the right herein granted is non-exclusive and Grantor hereby reserves the right to issue other non-exclusive easements, leases, or permits on or across the subject property where Grantor deems such uses appropriate and compatible. Grantor hereby reserves the right to dispose of the property by sale or exchange.

16. Grantor expressly reserves the right to lease said land for the exploration, development and production of oil, gas and all other minerals, together with the right of ingress and egress across said Easement.

17. Grantee agrees that the removal of ordinary sand and gravel or similar materials from the Easement is not permitted except when Grantee has applied for and received a materials permit from Grantor.

18. Grantee agrees that no trees may be cut or removed from the Easement except when Grantee has applied for and received a small forest products permit or timber contract from Grantor.

19. It is hereby understood and agreed that all treasure-trove, all articles of antiquity, and critical paleontological resources in or upon the subject lands are and shall remain the property of Grantor. Grantee agrees that all costs associated with archeological and paleontological investigations on the subject lands that may be required by Grantor will be borne by Grantee. Grantee further agrees to cease all activity on the subject lands and immediately notify Grantor if any discovery of human remains or a "site" or "specimen," as defined in Section 9-8-302 or 79-3-5 Utah Code Annotated (1953), as amended, is made on the subject lands, and continue to cease all construction or maintenance therein until such time as the human remains, "site" or "specimen" in question has been treated to the satisfaction of Grantor. Grantee further agrees to adhere to recommendations of paleontological survey prepared by Museum of Moab (report dated May 7, 2015), specifically that identified paleontological specimens will be avoided and that any excavation conducted during construction of the trail will be monitored for significant paleontological specimens by a qualified paleontologist.

20. Grantor claims title in fee simple, but does not warrant to Grantee the validity of title to these premises. Grantee shall have no claim for damages or refund against Grantor for any claimed failure or deficiency of Grantor's title to said lands or for interference by any third party.

21. Grantor reserves the right to inspect the area subject to the Easement at any time and recall Grantee for correction of any violations of stipulations contained herein. If Grantee fails to correct such violations within a reasonable time Grantor may, after thirty (30) days written notice, re-enter and terminate this Easement.

22. This Easement is granted pursuant to the provisions of all applicable laws and subject to the rules of the departments and agencies of the State of Utah presently in effect and to such laws and rules as may be hereafter promulgated by the State.

23. Any notice contemplated herein to be served upon Grantee shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, and addressed as follows:

Grantee:

GRAND COUNTY
Grand County Courthouse
125 East Center Street
Moab, UT 84532

Grantor:

STATE OF UTAH
School and Institutional
Trust Lands Administration
675 East 500 South, Suite 500
Salt Lake City, Utah 84102-2818

or at any such other address as a Party may from time to time designate by written notice to the other Party.

24. This Easement shall be interpreted and governed by the laws of the State of Utah and the provisions hereof shall inure to and be binding upon the successors and assigns of Grantee.

25. No Waiver of Conditions by Grantor of any default of Grantee or failure of Grantor to timely enforce any provisions of this Easement shall constitute a waiver of or constitute a bar to subsequent enforcement of the same or other provisions of this Easement. No provision in this Easement shall be construed to prevent Grantor from exercising any legal or equitable remedy it may otherwise have.

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Grand County
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26. Grantee agrees that it will not perform surface-disturbing activities on the trust lands included in this Easement from April 1 to July 15 of any given year to prevent impacts to burrowing owls and white-tailed prairie dogs.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement to be executed as of the Effective Date.

Grantor: STATE OF UTAH
School and Institutional
Trust Lands Administration

By: _____
KEVIN S. CARTER, DIRECTOR

Grantee: GRAND COUNTY, a political subdivision
of the State of Utah

By: _____
Its: _____



APPROVED AS TO FORM
SEAN D. REYES
ATTORNEY GENERAL

By: John W. Andrews
Special Assistant Attorney General

Easement No. 1965
Grand County
Page 7

STATE OF UTAH)
 : §
COUNTY OF SALT LAKE)

On the _____ day of _____, 20__, appeared before me Kevin S. Carter, the Director of the School and Institutional Trust Lands Administration of the State of Utah (SITLA), who, his identity and position having been satisfactorily established to me, affirmed to me upon oath that the governing body of SITLA, has authorized him to execute the foregoing Easement No. 1965, and duly acknowledge in my presence as having executed the same for the purpose stated therein.

My commission expires:

Notary Public, residing at:

STATE OF)
 : §
COUNTY OF)

On the _____ day of _____, 20__, appeared before me _____, the _____ of Grand County, a political subdivision of the State of Utah, who, his/her identity and position having been satisfactorily established to me, affirmed upon oath that the governing body of Grand County has authorized him/her to execute the foregoing Easement No. 1965, and did duly acknowledge in my presence as having executed the same for the purpose stated therein.

My commission expires:

Notary Public, residing at:

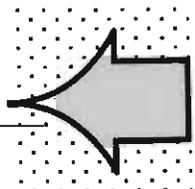


Exhibit "A"

GRAND COUNTY

Township 23 South, Range 20 East, SLB&M
Section 33: NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ (Within)
Township 24 South, Range 20 East, SLB&M
Section 4: Lot 3 (Within)
Section 5: S $\frac{1}{2}$ NE $\frac{1}{4}$ (Within)

Easement "A"

An easement 12.00 feet in width, 6.00 feet on each side of a described centerline with the lines on both sides parallel and concentric with the centerline and end lines extending or terminating at the same line or lines as the centerline, located in Section 33, Township 23 South, Range 20 East and Section 4, Township 24 South, Range 20 East, SLB&M, County of Grand, State of Utah. The centerline of said easement is more particularly described as follows:

Beginning at a point located S 64°19'03" W 5976.39 feet from the S $\frac{1}{4}$ corner of said Section 33 and considering the line between the S $\frac{1}{4}$ corner and the N $\frac{1}{4}$ corner of said Section 33 to be North; thence N 40° 19' 45" W 79.02 feet, thence N 48° 35' 16" W 52.43 feet, thence N 03° 19' 09" W 34.20 feet, thence N 45° 57' 34" E 48.15 feet, thence N 11° 30' 45" E 42.69 feet, thence N 43° 41' 13" W 20.67 feet, thence N 74° 35' 41" W 55.52 feet, thence S 71° 17' 48" W 48.59 feet, thence N 80° 40' 21" W 33.56 feet, thence N 52° 33' 59" W 45.54 feet, thence N 62° 27' 18" W 53.09 feet, thence N 81° 15' 04" W 30.64 feet, thence N 51° 29' 13" W 76.23 feet, thence N 73° 03' 20" W 36.71 feet, thence S 53° 51' 09" W 44.57 feet, thence S 01° 25' 09" E 41.99 feet, thence S 23° 45' 04" W 37.17 feet, thence S 25° 20' 48" W 60.99 feet, thence S 51° 05' 13" W 51.61 feet, thence S 74° 36' 04" W 48.96 feet, thence N 79° 15' 30" W 59.72 feet, thence S 71° 31' 58" W 67.21 feet, thence S 68° 04' 18" W 20.14 feet, end of easement description.

Easement "B"

An easement 12.00 feet in width, 6.00 feet on each side of a described centerline with the lines on both sides parallel and concentric with the centerline and end lines extending or terminating at the same line or lines as the centerline, located in Section 33, Township 23 South, Range 20 East, SLB&M, County of Grand, State of Utah. The centerline of said easement is more particularly described as follows:

Beginning at a point located South along the C $\frac{1}{4}$ section line 5086.96 feet and West 1987.90 feet from the N $\frac{1}{4}$ corner of said Section 33; thence S 23° 05' 03" W 18.41 feet, thence S 20° 50' 37" W 14.22 feet, thence S 55° 12' 53" W 19.30 feet, thence S 74° 46' 13" W 78.95 feet, thence N 86° 31' 21" W 49.13 feet, thence S 81° 58' 11" W 23.55 feet, thence S 64° 50' 24" W 22.98 feet, thence S 46° 25' 54" W 20.66 feet, thence S 34° 17' 40" W 37.08

feet, thence S 57° 58' 38" W 14.01 feet, thence N 81° 31' 48" W 10.25 feet, thence N 62° 33' 35" W 22.55 feet, thence N 70° 46' 00" W 28.14 feet, thence S 86° 15' 55" W 29.78 feet, thence S 75° 03' 43" W 43.76 feet, thence S 44° 54' 34" W 31.30 feet, thence S 42° 02' 40" W 52.93 feet, thence S 48° 12' 48" W 22.08 feet, thence S 80° 09' 03" W 22.16 feet, thence N 81° 01' 25" W 61.27 feet, thence S 80° 08' 27" W 22.31 feet, thence S 42° 28' 37" W 21.04 feet, thence S 18° 23' 01" W 14.11 feet, thence S 18° 22' 09" E 16.53 feet, thence S 46° 09' 37" E 16.76 feet, thence S 71° 01' 40" E 52.94 feet, thence S 68° 32' 05" E 53.18 feet, thence S 60° 31' 07" E 20.22 feet, thence S 45° 43' 14" E 13.49 feet, thence S 30° 36' 09" E 19.31 feet, thence S 23° 29' 55" E 24.83 feet, thence S 02° 37' 23" E 34.31 feet, thence S 03° 33' 22" W 21.12 feet, thence S 05° 40' 25" W 21.65 feet, thence S 10° 32' 34" W 21.10 feet, thence S 30° 13' 05" W 20.43 feet, thence S 85° 57' 13" W 41.66 feet, thence N 69° 22' 10" W 32.78 feet, thence N 53° 48' 21" W 34.56 feet, thence N 86° 27' 05" W 16.44 feet, thence S 79° 42' 17" W 21.70 feet, thence S 55° 48' 35" W 38.12 feet, thence S 65° 10' 42" W 36.90 feet, thence S 58° 15' 34" W 34.41 feet, thence S 47° 25' 52" W 28.34 feet, thence S 33° 42' 36" W 39.80 feet. End of easement description.

Easement "C"

An easement 12.00 feet in width, 6.00 feet on each side of a described centerline with the lines on both sides parallel and concentric with the centerline and end lines extending or terminating at the same line or lines as the centerline, located in Section 33, Township 23 South, Range 20 East, SLB&M, County of Grand, State of Utah. The centerline of said easement is more particularly described as follows:

Beginning at a point located South along the C¹/₄ section line 1669.09 feet and East 534.41 feet from the N¹/₄ corner of said Section 33; thence S 43° 06' 06" W 193.83 feet, thence S 40° 07' 07" W 49.69 feet, thence S 83° 56' 03" W 50.25 feet, thence S 65° 58' 33" W 50.03 feet, thence N 85° 01' 42" W 75.00 feet, thence S 75° 36' 26" W 69.00 feet, thence S 89° 38' 37" W 40.19 feet, thence S 78° 14' 20" W 104.35 feet, thence S 83° 56' 49" W 77.38 feet, thence S 66° 38' 12" W 56.21 feet, thence N 66° 32' 36" W 66.72 feet, thence S 88° 08' 57" W 77.71 feet, thence S 58° 51' 22" W 85.66 feet, thence N 78° 17' 59" W 142.46 feet, thence N 88° 30' 45" W 31.97 feet, thence N 25° 17' 05" W 29.22 feet, thence N 33° 44' 12" W 61.47 feet, thence N 25° 44' 44" W 50.35 feet, thence N 42° 26' 15" W 26.10 feet, thence N 80° 35' 21" W 32.96 feet, thence S 59° 29' 29" W 45.33 feet, thence S 26° 12' 34" W 48.27 feet, thence S 08° 39' 50" W 79.99 feet, thence S 17° 17' 09" E 81.21 feet, thence S 31° 52' 54" E 100.63 feet, thence S 20° 40' 27" E 104.57 feet, thence S 55° 05' 32" E 69.16 feet, thence S 62° 51' 33" E 84.99 feet, thence S 44° 22' 07" E 64.18 feet, thence S 25° 24' 39" E 36.63 feet, thence S 12° 37' 46" W 42.58 feet, thence S 25° 35' 18" W 66.64 feet, thence S 06° 00' 27" E 64.49 feet, thence S 30° 46' 27" W 26.44 feet, thence S 45° 22' 29" W 31.35 feet, thence S 27° 01' 43" W 41.46 feet, thence S 05° 54' 03" W 48.25 feet, thence S 03° 14' 05" E 30.13 feet, thence S 31° 12' 26" E 15.75 feet, thence S 43° 11' 48" E 29.44 feet, thence N 73° 25' 57" E 54.53 feet, thence S 88° 45' 09" E 57.41 feet, thence S 67° 00' 06" E 96.54 feet, thence N 89° 05' 40" E 45.56 feet, thence S 39° 48' 11" E 29.90 feet, thence S 43° 23' 16" W 32.17 feet, thence S 85° 46' 49" W 46.89 feet, thence S 71° 21' 15" W 45.54 feet, thence S 55° 32' 36" W 75.67 feet, thence N 89° 38' 03" W 56.40 feet, thence S 23° 56' 26" W 34.38 feet, thence S 32° 39' 42" E 33.69 feet, thence S 65° 34' 44"

Easement No. 1965

Grand County

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E 81.17 feet, thence S 46° 07' 34" E 94.62 feet, thence N 84° 36' 29" E 84.60 feet, thence S 62° 05' 17" E 56.31 feet, thence S 21° 28' 23" E 38.55 feet, thence S 24° 28' 36" E 60.63 feet, thence S 00° 00' 40" W 206.77 feet, thence S 14° 15' 54" E 50.45 feet, thence S 07° 35' 31" W 80.84 feet, thence S 31° 05' 04" W 60.22 feet, thence S 08° 55' 09" E 42.83 feet, thence S 46° 46' 43" E 48.07 feet, thence S 21° 15' 38" W 36.56 feet, thence S 21° 30' 35" E 11.10 feet, end of description.

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Grand County
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Exhibit "B"

Easement No. 474

Mid-America Pipeline Company
c/o Enterprise Products Company
PO Box 4324
Houston, TX 77210

Grazing Permit No. 20549-10

Canyonlands Cattle Company LTD
c/o Alan Swenson
7710 South 2000 West
Spanish Fork, UT 84660

Mineral Lease No. 51614

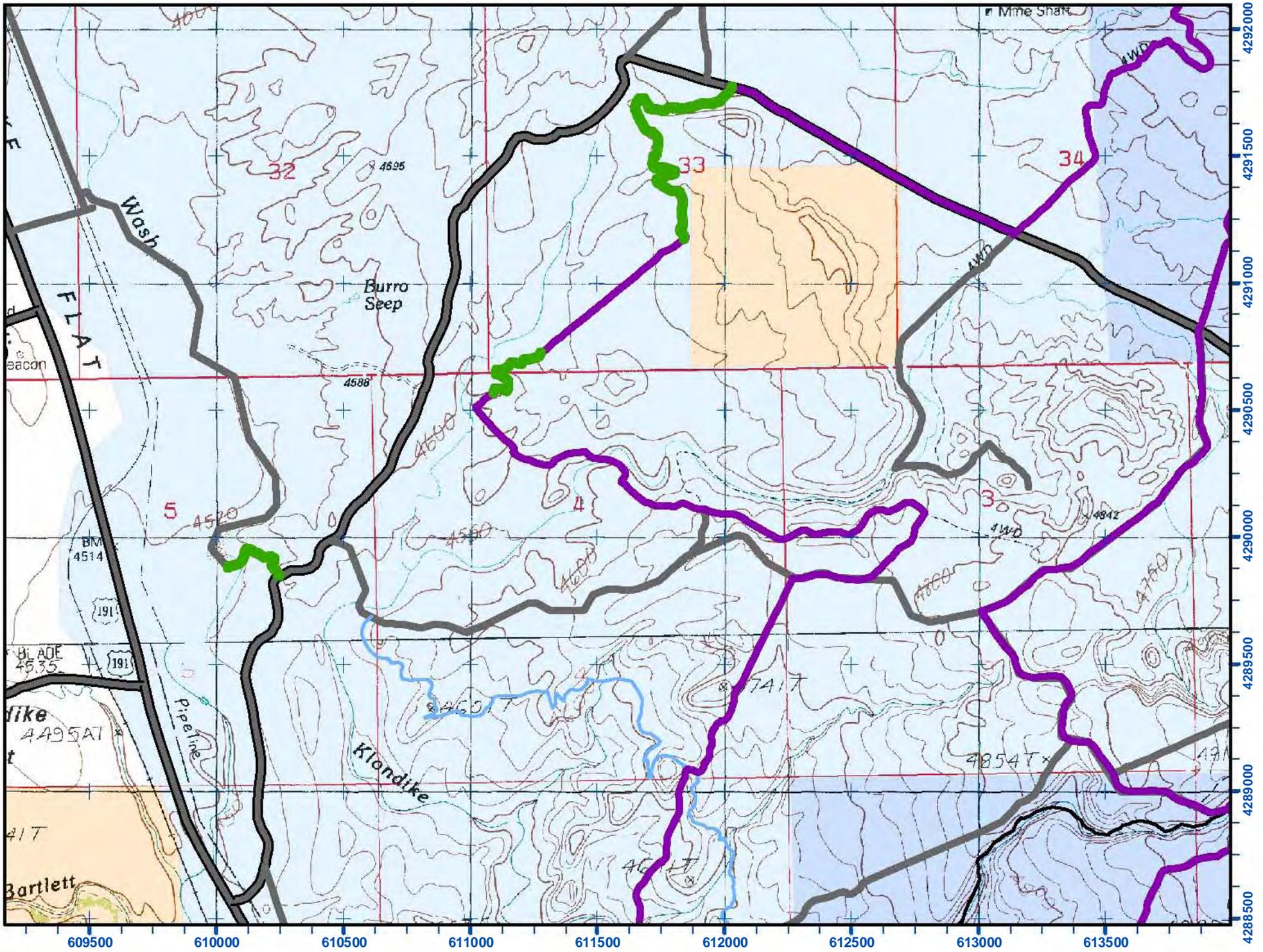
Pinnacle Potash International LTD
111 Congress Ave, Suite 2020
Austin, TX 78701

Mineral Lease No. 52402

Hawkwood Energy Operating, LLC
8101 E Prentice Ave, Suite 475
Greenwood Village, CO 80111

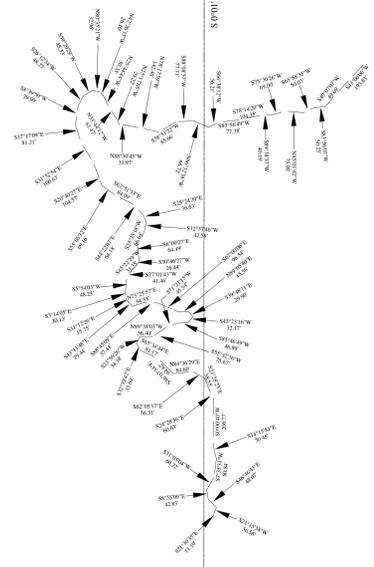
Predesignation No. 779

Grand County
Grand County Courthouse
125 East Center Street
Moab, UT 84532



SECTION 32 T23S R20E

SECTION 33 T23S R20E



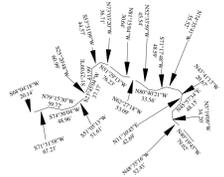
N 89°54'00" E 5284.61'

S 89°54'00" E 5283.08'

S 89°56'00" E 5280.00'

SECTION 5 T24S R20E

SECTION 4 T24S R20E



S 89°56'00" E 5283.86'

S 89°56'00" E 5276.78'

N 89°54'00" E 5284.61'

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
FEBRUARY 2, 2016

Agenda Item: H

TITLE:	Approving Proposed Letter of Support to the Bureau of Land Management for Canyonlands Half Marathon Races and The Other Half Race
FISCAL IMPACT:	None.
PRESENTER(S):	Council Member Jackson

Prepared By:

Bryony Chamberlain
 Council Office
 Coordinator
 435-259-1346

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the proposed letter of support to the BLM for the Canyonlands Half Marathon Races and The Other Half Race, and authorize the Chair to sign all associated documents.

BACKGROUND:

As written by Christina Sloan:

The Moab Half Marathon, Inc. ("MHM") hereby requests a signed Letter of Support from the County Council to the Bureau of Land Management ("BLM") to show the County's support for the history and economic value of the Canyonlands Half Marathon, its 5 Mile Race, and the Other Half to the Moab community.

For the first time in the races' 40-year history, the BLM is attempting to require a Special Recreation Permit ("SRP") for the use of State Highway 128 rather than a Land Use Permit ("LUP") for the incidental use of parking lots on federal lands outside the state's right-of-way located at Take-Out Beach and the Grandstaff Canyon trailhead. This is important to the County for two reasons: 1) as explained below, the BLM is attempting to exercise authority over a state-managed highway in violation of a legal easement for the same; and 2) the SRP fees (which are fixed by code) amount to a 11,000% increase over LUP fees (which are subjectively determined by the BLM Field Director) charged in prior years, which may harm the future of the race, the race's charitable giving program which has returned nearly \$100,000 to the Moab community in the last five years in non-profit donations, and the Moab economy.

As the Council may know, the races began in 1976 and still follow their original courses on State Highway 128, the River Road. They also kick off the tourist season in March of each year and often extend the tourist season in October. With approximately 4,000 racers a year, who bring with them 2+ additional people for each race and stay for an average of two nights in town, the races bring millions of dollars in revenue to the Moab community each year.

State Highway 128 traverses over federal lands managed by the BLM, but the roadway itself is managed by the Utah Department of Transportation under a Highway Easement Deed formalized and recorded in 2006. The relevant initial pages of the Deed are attached hereto. In the Deed, the BLM grants to itself the right to permit only those uses on or along the Highway that do not interfere with traffic. Accordingly, the Deed reserves to UDOT the right to authorize uses that require UDOT to close the roadway, as do the races. The BLM must defer management of the Utah's highways to the state.

The races have been permitted by UDOT, Grand County, and the City of Moab for decades. For the races' first 30 years, the BLM did not permit the races. Beginning in 2006, the BLM required LUPs for the incidental uses of federal lands outside the state highway right-of-way. Then on October 15, 2015, the BLM issued a final decision requiring an SRP for the races for the first time (37 years after the SRP regulations were enacted). MHM has appealed the BLM's decision to the federal Interior Board of Land Appeals ("IBLA"), which Statement of Reasons is also attached hereto. It can take the IBLA Board up to three years to issue a decision, and many cases settle in that time.

For these reasons, and as a coordinating agency to the BLM, MHM appreciates the County's willingness in advance to sign a Letter of Support to show the BLM that the County values the State of Utah's management of its highways and the Moab Half Marathon races' history and economic value to the Moab community.

ATTACHMENT(S):

1. Proposed Letter to BLM



GRAND COUNTY COUNCIL MEMBERS
Elizabeth Tubbs (Chair) · Jaylyn Hawks (Vice Chair)
Chris Baird · Ken Ballantyne · A. Lynn Jackson
Mary McGann · Rory Paxman

February 2, 2016

Beth Ransel, Field Manager
Moab Field Office
Bureau of Land Management
82 E. Dogwood Avenue
Moab, Utah 84532

Re. Letter of Support for the Canyonlands Half Marathon Races and the Other Half

Dear Ms. Ransel,

The Grand County Council recognizes the importance of the BLM's role in promoting and protecting resources on federal lands within Grand County. And the Council understands that Special Recreation Permits are an important tool in regulating overuse by the more than 2 million visitors on BLM lands in Grand County each year.

At the same time, the Council also values the role that the Utah Department of Transportation ("UDOT") plays in managing our state highway system, which is crucial to not only our health and safety but our tourism economy. And, the Council supports the State's ability to manage and permit all uses that interfere with the free flow of traffic or impair the full use or safety of its state highways, including Highway 128. Where the federal government has granted to the state a right-of-way together with specific management rights, the BLM must defer permitting authority over the state highway to UDOT.

The Council also supports the history and economic value of the Canyonlands Half Marathon races and the Other Half. These races began in 1976, are part of the fabric of our tourism season, and bring in significant economic value to Moab businesses each year. The races are permitted by multiple agencies, require a significant law enforcement and emergency personnel presence, and maintain a fantastic track-record for protecting the lands they use and keeping people safe.

Sincerely,

Elizabeth Tubbs, Chair
Grand County Council

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
FEBRUARY 2, 2016

Agenda Item: I

TITLE:	Approving Proposed Investment Management Agreement with Zions Capital Advisors for the Purpose of Investing 2 Million Dollars of the County's General Fund Balance
FISCAL IMPACT:	This investment should increase the County's annual return by between \$10,000.00 and \$15,000.00 over what would have been earned in the Public Treasurer's Investment Fund (PTIF). Investment Fees: 0.150% annually
PRESENTER(S):	Chris Kauffman, Grand County Treasurer

Prepared By:

Chris Kauffman
Grand County
Treasurer
435-259-1338
ckauffman@grandco
untyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the proposed Investment Management Agreement with Zions Capital Advisors, and authorize the Chair to sign all associated documents.

BACKGROUND:

Grand County's General Fund balance has increased in recent years and there is now enough to meet the minimum investment level of 2 million. I have evaluated two investment firms that commonly work with Utah counties. Both are familiar with the Utah Money Management Act (UMMA) that tightly restricts the investment of public funds to ensure safety of capital. I determined that Zions Capital Advisors (ZCA) was the best choice because they are able to keep any un-invested funds in a PTIF account and they currently invest funds for 14 other counties and 41 municipalities in Utah.

The funds invested with ZCA will only be invested outside of the PTIF when they see a potential for returns that are roughly double the current PTIF interest rate (after factoring out their fees). An investment of 2 million would earn approximately \$14,000.00 annually if held in PTIF at the current 0.7% rate. Therefore, investing 2 million with ZCA should net an additional \$10,000.00 to \$15,000.00 annually after investment fees.

ZCA will follow all of the UMMA rules for investment of public funds ensuring that a low risk environment is maintained. They will be managing the account with the goal of capital preservation. The County will be able to pull funds from the investment within a few days if needed in an emergency. This would result in a decrease of expected returns but should not result in a loss of capital. Ideally, the County will be able to foresee significant funding needs from the General Fund balance and pull funds as needed with plenty of advance notice thus maintaining expected returns.

ATTACHMENT(S):

1. Investment Management Agreement
2. Exhibit A – Institutional Liquidity Management Fee Schedule
3. Investment Policy Statement
4. Zions Capital Advisors Firm Brochure
5. Brochure supplement – Portfolio Management
6. Privacy Policy



INVESTMENT MANAGEMENT AGREEMENT

INSTITUTIONAL LIQUIDITY MANAGEMENT SERVICES - UTAH

This agreement is entered into between Grand County ("Client") and ZIONS CAPITAL ADVISORS, INC.,™ ("ZIONS CAPITAL ADVISORS"), a registered investment adviser ("Adviser") and an affiliate of Zions Bank. Client, being duly authorized, hereby agrees to employ and retain ZIONS CAPITAL ADVISORS to act as investment manager for the Account in accordance with the following terms and conditions (the "Agreement").

Client, having opened a custodial account(s) with its custodian ("Custodian") hereby retains ZIONS CAPITAL ADVISORS under the terms and conditions of this Agreement to provide investment management services as specified herein with respect to those assets (including any additions thereto, income or receipts thereon, and disbursements in connection therewith, collectively, the "Assets") of Client designated to be subject to this Agreement and held in Client's Account (the "Account"), and ZIONS CAPITAL ADVISORS accepts appointment as investment manager for the Assets. ZIONS CAPITAL ADVISORS shall establish and maintain such accounts and sub-accounts in the name of Client as are necessary to account for the Assets, and this Agreement shall govern all such accounts and sub-accounts for which the Client has granted ZIONS CAPITAL ADVISORS discretionary authority under this Agreement.

1. Account Management. Client is opening a directed brokerage advisory account with Adviser (the "Account"). Client authorizes ZIONS CAPITAL ADVISORS to buy, sell or otherwise trade securities or other investments in the Account without discussing the transactions with Client in advance. Client also authorizes ZIONS CAPITAL ADVISORS to take all necessary action to effect securities transactions for the Account. This grant of discretion shall remain in full force and effect until terminated by Client or Adviser pursuant to Section 9 of this Agreement. The termination of this grant of discretion shall constitute a termination of this Agreement.

ZIONS CAPITAL ADVISORS shall make investment decisions for the Account according to the investment objectives, risk tolerance, investment time horizon, and any investment policies, guidelines or reasonable restrictions described in the **Client's Investment Policy Statement (IPS)**. Client acknowledges that ZIONS CAPITAL ADVISORS has relied and will continue to rely on the information that Client has provided. Client agrees to notify ZIONS CAPITAL ADVISORS promptly, in writing, of any change to the information provided by Client, including any change to any written investment objectives, risk tolerance, investment time horizon, and any investment policies, guidelines or reasonable restrictions. Client shall provide ZIONS CAPITAL ADVISORS with additional information as ZIONS CAPITAL ADVISORS may request from time to time to assist it in managing the Account. ZIONS CAPITAL ADVISORS shall have no liability for Client's failure to provide ZIONS CAPITAL ADVISORS with accurate or complete information.

Client hereby grants ZIONS CAPITAL ADVISORS the limited authority to transfer assets between accounts and sub-accounts with the same registration for the purposes of rebalancing the portfolio. Client hereby directs ZIONS CAPITAL ADVISORS to make the necessary transfers between accounts without further letter of instruction.

2. Selecting a Broker. Client authorizes ZIONS CAPITAL ADVISORS, in its discretion, to select brokers and dealers to execute Client's securities transactions. Client acknowledges and understands that transaction costs, if

applicable, will be charged to the Account and shall be the responsibility of the Client. ZIONS CAPITAL ADVISORS will not use any brokers and dealers associated with ZIONS CAPITAL ADVISORS, in effecting securities transactions in Client's Account. Client acknowledges and understands that ZIONS CAPITAL ADVISORS will not be responsible for losses of any type incurred by reason of any acts or omissions of any broker or dealer. Client shall be responsible for the payment of any commissions, fees, or other expenses charged in connection with effecting any transaction for its Account.

3. Confidentiality. Except as otherwise agreed to in writing or as required by law, ZIONS CAPITAL ADVISORS will exercise the highest degree of due diligence and care with respect to keeping confidential all Client information, including nonpublic personal information. ZIONS CAPITAL ADVISORS may use companies that are not ZIONS CAPITAL ADVISORS affiliates to perform services on behalf of Client and these companies may be given Client information to enable them to perform these services. Companies not affiliated with ZIONS CAPITAL ADVISORS are prohibited from disclosing or using Client information in any manner other than to provide products and services requested by ZIONS CAPITAL ADVISORS for Client. ZIONS CAPITAL ADVISORS will share Client information with its affiliate companies in order to provide investment advisory services requested by Client. ZIONS CAPITAL ADVISORS and its officers, directors, employees, or agents will maintain and use such confidential information in accordance with ZIONS CAPITAL ADVISORS' Client Privacy Policy (a copy of which has been provided to Client).

Client understands that ZIONS CAPITAL ADVISORS is allowed to share nonpublic personal and financial information with its affiliate companies for their everyday business purposes, such as to provide financial products and services to Client unless otherwise directed by Client in writing. ZIONS CAPITAL ADVISORS shares Client's nonpublic personal and financial information with affiliates in order to perform the investment advisory services requested by Client.

4. Custody. ZIONS CAPITAL ADVISORS does not maintain custody of Client funds or securities, nor is it authorized to hold or receive any stock, bond or other security or investment certificate or cash that is part of the Account. Custody of Account Assets shall be maintained by a Custodian selected by ZIONS CAPITAL ADVISORS.

Statements and Confirmations Client represents that, pursuant to its agreement with Custodian, Custodian will furnish Client with a monthly statement of Account stating, among other things, a description of the assets held in the Account as of the end of the previous month, and description of any transactions conducted for the Account during the previous month. Client agrees that it shall promptly notify ZIONS CAPITAL ADVISORS if such statements are delivered or to be delivered less frequently than monthly.

5. Fees. Client shall pay ZIONS CAPITAL ADVISORS for its services based on the following Fee Schedule ("Exhibit A") attached to this Agreement on a monthly basis. Client acknowledges and agrees that the investment management fee is calculated using the average (time-weighted) daily balance on each asset class in the Account as determined by Custodian of the Account for the preceding month and paid in arrears. If the management of the Account commences or ends at any time other than the beginning of a month, the initial / final fee will be based upon the end of the month fair market value on each asset class in the Account and the number of calendar days the Account was open in the succeeding month during which this Agreement is in force. Client authorizes Custodian to automatically deduct and pay ZIONS CAPITAL ADVISORS directly each month from Client's Account upon presentation of a bill by ZIONS CAPITAL ADVISORS. This authorization shall also permit the liquidation of securities in Client's Account to the extent necessary to pay such fees. The

frequency of the fee calculation may be changed by written agreement of both parties, but the fee calculation may not be less frequently than quarterly.

a. **Payment.** Fees are billed in arrears at the end of each calendar month based upon the average daily balance of the Client's account at the end of the previous month. The fee may be modified or changed by Adviser upon advance written notice to Client.

b. **Additions and Withdrawals.** Client may make additions to the Account at any time, subject to Adviser's right to terminate an Account that falls below the minimum account size. Client may withdraw Account assets upon notice to the Adviser, subject to the usual and customary securities settlement procedures. No fee adjustments shall be made for partial withdrawals or for Account appreciation or depreciation within a billing period. A pro rata refund of fees charged shall be made if the Account is closed within a billing period. Adviser shall impose no start-up, closing or penalty fees in connection with the Account.

c. **Payment Method.** Adviser is authorized to invoice the Custodian directly for its fees. Client shall be responsible for verifying the accuracy of the fee calculation -- the Custodian shall not determine whether the fee is calculated properly. Client agrees to instruct the Custodian to pay such fees directly to Adviser.

d. **Changes to Fee.** Client understands and agrees that the Fee set forth in Exhibit A shall continue until Adviser has notified Client in writing of any change in the amount of the Fee applicable to the Account. Client will then be required to sign an amended fee schedule.

6. Non-Exclusive Relationship. Client acknowledges and agrees that Adviser may act as an investment adviser to other clients and receive fees for such services. The advice given and the actions taken with respect to such clients and Adviser's own account may differ from advice given or the timing and nature of action taken with respect to Client's Account. Client further recognizes that transactions in a specific security may not be accomplished for Clients' account at the same time or at the same price. Client also acknowledges that in managing the Account, Adviser may purchase or sell securities in which Adviser, its officers, directors, or employees, directly or indirectly, have or may acquire a position or interest.

7. Proxy Voting and Corporate Actions. Unless Client specifically reserves the right to vote proxies in writing, Client agrees that Adviser will vote proxies for the securities in the Account in accordance with Adviser's policies and procedures regarding proxy voting. Adviser is authorized to instruct the Custodian to promptly forward to Adviser copies of all proxies and shareholder communications relating to securities held in the Account (other than materials relating to legal proceedings). Client may rescind this designation at any time upon written notice to Adviser and the Custodian.

8. Assignment. This Agreement shall be binding on Client's heirs, executors, successors, administrators, conservators, and permitted assigns. Client may not assign (as that term is defined under the Investment Advisers Act of 1940, as amended) his or her rights or delegate his or her obligations under this Agreement, in whole or in part, without the prior written consent of Adviser. Adviser may not assign (as that term is defined under the Investment Advisers Act of 1940, as amended) this Agreement, in whole or in part, without Client's prior written consent.

9. Termination. This Agreement shall be in effect until either party hereto gives written notice to the other party of its intention to terminate this Agreement. Within five (5) business days of the date Client signs this Agreement, Client may terminate this Agreement, without penalty, upon written notice to ZIONS CAPITAL ADVISORS. Thereafter, this Agreement may be terminated, without penalty, upon at least thirty (30) days written notice by either party. Transactions in progress will be completed in the normal course of business. Final fees will be prorated if applicable. See "Fees Charged to Account" under section 5 above for additional information.

10. Representations. a. Adviser represents that it is registered as an investment adviser with the (Securities and Exchange Commission ("SEC) under the Investment Advisers Act of 1940 and is authorized and empowered to enter into this Agreement.

b. Client represents and confirms that: (i) Client has full power and authority to enter into this Agreement; (ii) the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law, or otherwise; and (iii) this Agreement has been duly authorized and shall be binding according to its terms.

c. If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the services to be provided by Adviser are within the scope of the services and investments authorized by the governing instruments of, and/or laws and regulations applicable to Client. Such trustee or fiduciary further represents and warrants that he or she is duly authorized to negotiate the terms of this Agreement and enter into and renew this Agreement. The trustee or fiduciary shall provide Adviser with copies of the governing instruments authorizing establishment of the Account. The trustee or fiduciary undertakes to advise Adviser of any material change in his or her authority or the propriety of maintaining the Account.

d. If Client is a corporation, partnership or limited liability company, the signatory on behalf of Client represents that the execution of this Agreement has been duly authorized by appropriate corporate action. Client undertakes to advise Adviser of any event that might affect this authority or the propriety of this Agreement.

11. Proper Instructions to ZIONS CAPITAL ADVISORS. Client's instructions and other notices to ZIONS CAPITAL ADVISORS shall be in writing delivered by regular mail, first-class mail, facsimile or by electronic means. Client's verbal instructions or notices to ZIONS CAPITAL ADVISORS are acceptable provided either: (a) Client sends ZIONS CAPITAL ADVISORS a written confirmation of the verbal instruction within twenty four (24) hours of ZIONS CAPITAL ADVISORS' receipt of such verbal instruction, or (b) Client fails to object to ZIONS CAPITAL ADVISORS' own written confirmation of the verbal instruction or notice within five (5) business days of ZIONS CAPITAL ADVISORS' receipt of such verbal instruction. ZIONS CAPITAL ADVISORS' confirmation of any verbal instruction or notice may be delivered to Client by facsimile or any electronic means including but not limited to E-mails. ZIONS CAPITAL ADVISORS' business record entry of any written or verbal instructions from Client or Client's Authorized Representative shall be conclusive proof of the giving of such directions

13. Adviser Communications. Client hereby authorizes Adviser to provide personal financial information and other communications, notices and required disclosures to the Client via e-mail at the address provided to ZIONS CAPITAL ADVISORS. If you and your spouse are parties to this Agreement, you each acknowledge and agree that it is Adviser's policy to share information received from one spouse with the other spouse, and you further agree that Adviser's communications to one spouse shall be deemed effectively communicated to the other spouse.

14. Consent to Sharing of Nonpublic Personal Information with Affiliates. Client hereby consents to ZIONS CAPITAL ADVISORS sharing, and directs ZIONS CAPITAL ADVISORS to share, Client's nonpublic personal information, including but not limited to name, contact information, social security number or tax ID, and information demonstrating that Client is a customer of ZIONS CAPITAL ADVISORS, with ZIONS CAPITAL ADVISORS' affiliates. Client further authorizes ZIONS CAPITAL ADVISORS' affiliates to contact Client to offer Client services at the phone number(s) listed below. For example, ZIONS CAPITAL ADVISORS may share Client's nonpublic personal information with its affiliate bank, so that, if applicable, the affiliate may be credited with referring Client to ZIONS CAPITAL ADVISORS, as well as for marketing purposes. Further, for the avoidance of doubt, if Client previously requested that ZIONS CAPITAL ADVISORS not share Client's nonpublic personal information with affiliates, Client hereby withdraws that previous opt-out request, but may reinstate that opt-out request later at any time. To opt-out of ZIONS CAPITAL ADVISORS sharing nonpublic personal information with nonaffiliated third-parties, Client may contact ZIONS CAPITAL ADVISORS at 1-888-557-7390. Client understands that this consent will remain in effect until Client revokes or modifies it by contacting ZIONS CAPITAL ADVISORS at contact@contangoadvisors.com AND TOLL-FREE at 1-888-557-7390, and that Client may revoke the consent at any time. Client understands that ZIONS CAPITAL ADVISORS will maintain this consent or a true and correct copy thereof, and that Client is entitled to a copy of this consent upon request. Client understands that it may want to make a copy of this consent for his or her records.

15. Risk and Liability. Adviser shall manage only the securities, cash and other investments held in Client's Account, and in making investment decisions for the Account, Adviser shall not consider any other securities, cash or other investments owned by Client. Client recognizes that there may be loss or depreciation of the value of any investment due to the fluctuation of market values. Client represents that no party to this Agreement has made any guarantee, either oral or written, that Client's investment objectives will be achieved. Adviser shall not be liable for any error in judgment and/or for any investment losses in the Account in the absence of malfeasance, negligence or violation of applicable law. Adviser shall not be responsible for any loss incurred by reason of any act or omission of Client, custodian, any broker-dealer, or any other third party. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Client may have under applicable state or federal law, including without limitation the state and federal securities laws.

ZIONS CAPITAL ADVISORS does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that ZIONS CAPITAL ADVISORS may use, or the success of ZIONS CAPITAL ADVISORS' overall management of the Account. Client understands that investment decisions made for Client's Account by ZIONS CAPITAL ADVISORS are subject to various market, currency, economic, political and business risks, and that such investment decisions will not always be profitable. The price of securities can and will fluctuate. Assets held in the Account are not deposits or obligations of, or guaranteed by, ZIONS CAPITAL ADVISORS, Zions Bank, Zions Bancorporation, or any of ZIONS CAPITAL ADVISORS' affiliates; nor federally insured by the FDIC, the Federal Reserve Board or any other federal, state or municipal governmental entity; and, are subject to investment risk, including the possible loss of principal.

16. Legal Proceedings. Adviser shall not render advice or take any action with respect to securities or other investments, or the issuers thereof, which become subject to any legal proceedings, including bankruptcies. Client hereby expressly retains the right and obligation to take such legal action relating to any such investments held in the Account.

17. Notice. Any notice or other communication required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered in person, or transmitted by facsimile (with hard copy sent by U.S. mail), sent by overnight courier (postage prepaid), or three days after mailing by registered mail

(first class postage prepaid) or by electronic means. All notices or communications to Adviser should be sent to the portfolio manager of the Account at Adviser's principal address. All notices or communications to Client shall be sent to the address contained in the Client Questionnaire pertaining to the Account.

18. Entire Agreement. This Agreement represents the parties' entire understanding with regard to the matters specified herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement.

19. Severability. If any part of this Agreement is found to be invalid or unenforceable by statute, rule, regulation, decision of a tribunal, or otherwise, it shall not affect the validity or enforceability of the remainder of this Agreement. To this extent, the provisions of this Agreement shall be deemed to be severable.

20. Customer Identification Verification/USA PATRIOT Act. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person and/or entity that opens an account. At the time Client's Account is established with ZIONS CAPITAL ADVISORS, Client understands that ZIONS CAPITAL ADVISORS will verify the source of client's assets, net worth and other information obtained from the Client. ZIONS CAPITAL ADVISORS will collect information including but not limited to Client's Name, Address, Date of Birth (for individuals), and other information for identity purposes. ZIONS CAPITAL ADVISORS may also request to review and photocopy Client's Driver's License (for individuals) or other identifying documents. Client understands that a secondary piece of identification may be requested by ZIONS CAPITAL ADVISORS as required by Federal law. Client understands that future federal regulations may require verification of identity and additional documentation which ZIONS CAPITAL ADVISORS will be required to collect and maintain.

21. Disclosure Documents. Client acknowledges receipt of: (a) Adviser's Form ADV, Part 2A and 2B, Supplemental Disclosure; (b) Adviser's Notice of Privacy Practices, if any; and (c) Adviser's Proxy Voting Procedures, if any. Client also acknowledges that Client has reviewed and understands the risk factors and the fees associated with the Account. Client has the right to terminate this Agreement without penalty within five (5) business days after entering into the Agreement. Client agrees to receive updates to the disclosure document electronically upon providing e-mail address to adviser. Client may rescind this consent at any time by providing written notice to ZIONS CAPITAL ADVISORS.

By signing below, Client acknowledges he/she has read and understands ZIONS CAPITAL ADVISORS' Form ADV Part 2A, 2B and Appendix 1 (if applicable).

22. Amendments. Adviser shall have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment shall be effective thirty (30) days after Adviser has notified Client in writing of any change, or such later date as is established by Adviser. All other amendments must be in writing and signed by Adviser.

23. Governing Law. This Agreement is made and shall be construed in accordance with the laws of the State of Utah.

24. Applicable Law. In accordance with Rule 628-15-6(G) of the Utah Money Management Act, the Client may select the forum and method for dispute resolution, whether that forum is arbitration, mediation, or litigation in any state or federal court.

25. Correspondence. All written correspondence shall be delivered to:

Zions Capital Advisors, Inc.
ATTN: Scott Burnett
One South Main Street, 12th Floor
Salt Lake City, UT 84133

Compliance issues should be sent to:

Zions Capital Advisors
Compliance Department
One South Main Street, 12th Floor
Salt Lake City, UT 84133.

26. Effective Date. This Agreement shall take effect from the date ZIONS CAPITAL ADVISORS receives and accepts an executed copy of this Agreement signed by Client and will remain in effect until terminated under paragraph 9 above.

27. Tax Certification. Client certifies under penalties of perjury that: 1) Client's correct Taxpayer or Employer Identification Number is as stated below. 2) Client is not subject to backup withholding as Client is exempt, or has not been notified to the contrary by the Internal Revenue Service (IRS) because of failure to report all interest or dividends, or the IRS has notified Client that he/she is no longer subject to backup withholding. 3) Client is a U.S. Person (including U.S. resident alien). Client agrees to notify ZIONS CAPITAL ADVISORS promptly in writing in case of any change in the above certifications.

28. Utah Money Management Act. All investments must meet the requirements of the most recent version of the Utah Money Management Act.

29. Miscellaneous.

- a) The effective date of this Agreement shall be the date of its acceptance by Adviser.
- b) All paragraph headings in this Agreement are for convenience of reference only, do not form part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement.

This Agreement represents the entire Agreement between the parties and may only be changed or amended by an agreement in writing signed by all parties.

* * * * *

CLIENT

ELIZABETH TUBBS

1/20/2016

Tax ID 87-6000304

Phone

DIANA CARROLL

1/20/2016

Tax ID 87-6000304

Phone

CLIENT

CHRISTOPHER KAUFFMAN

1/20/2016

Tax ID 87-6000304

Phone

ZIONS CAPITAL ADVISORS™

SCOTT BURNETT

1/20/2016



Exhibit A – Institutional Liquidity Management Fee Schedule

INSTITUTIONAL LIQUIDITY MANAGEMENT SERVICES:

Zions Capital Advisors' fixed income team individually customized money market and short-term, fixed-income asset management for institutional clients. They provide services on a discretionary or non-discretionary basis with investment advisory services based on the needs of a client and stated objectives and guidelines of the account. Zions Capital Advisors provides this service for a fee that is based on a percentage of assets under management.

<u>Municipalities/Public Entities</u> (Average market value)	<u>Annual Fee</u> (Percentage of fees)
\$2 million - \$10 million	0.150%
On the next \$20 million	0.125%
On the next \$20 million	0.100%
Over \$50 million	0.080%

Minimum account balance requirement of \$2,000,000 per account.

Fees are calculated monthly and charged to accounts monthly in arrears, based on the average (time-weighted) daily balance of the assets under management as of the last day of the month. Minimum annual fee charged is \$5,000.

GENERAL INFORMATION ON ADVISORY FEES AND SERVICES

Fees:

Minimum account balance requirement of \$2,000,000 per account. Minimum annual fee of \$5,000 applies to all Institutional Liquidity Accounts. Fees are charged monthly in arrears.

The annual fee for Custodial Services on accounts where Zions Capital Advisors does not have investment management authority over assets is 0.12%, unless agreed otherwise.

Please refer to Zions Capital Advisors' ADV Part 2A for additional information relating to fees.

Zions Capital Advisors Investment Policy Statement

ACCOUNT NAME: GRAND COUNTY
ACCOUNT NUMBER:
ACCOUNT TYPE: AGENCY
DATE: 1/20/2016

Summary

The purpose of this Investment Policy Statement (IPS) is to foster a clear understanding of how the Grand County account will be invested.

An effective IPS is a dynamic document that changes as the municipality's situation and/or goals require. The IPS establishes the investment objective and defines the policies and guidelines necessary to implement the investment strategy that Zions Capital Advisors expects will achieve that objective.

Investment Objectives

The investment objective of this account is to provide preservation of principal, maintain liquidity necessary for disbursements, and to maximize total return.

Liquidity

To meet liquidity needs, Zions Capital Advisors will make reasonable efforts to maintain a money market sweep or cash equivalent (not to exceed 90 days) amount of approximately \$20,000.

The money market fund utilized will provide income that is PTIF.

Acceptable Investments and Investment Allocation

The investment objective of this account can be best met by a capital preservation strategy. Over time, individual assets outperform or underperform other assets, which will affect the overall asset allocation. Replacements of investment vehicles can also have an effect. Small cash balances may accumulate before the portfolio is rebalanced and is again fully invested. Client additions and withdrawals of cash can also cause the allocation to be above or below prescribed limits. The long-term target asset allocation ranges for this account are:

Allocation Parameters			
Fixed Income	95%	to	100%
Cash	0%	to	5%

The account may be invested in the following asset types:

-
- US Government and Government-sponsored Securities**
- ❖ Direct Obligations of the US government
 - ❖ Government Sponsored Agency securities as follows:
 - Government National Mortgage Association (GNMA)
 - Federal National Mortgage Association (FNMA)
 - Student Loan Marketing Association (SLMA)
 - Federal Home Loan Bank (FHLB)

	<ul style="list-style-type: none"> ➤ Federal Home Loan Mortgage Corporation (FHLMC) ➤ Federal Farm Credit Bank (FFCB)
<input checked="" type="checkbox"/>	<p>Corporate Debt Securities: Taxable</p> <ul style="list-style-type: none"> ❖ Commercial Paper ❖ Bank Certificates of Deposit ❖ Notes and Bonds ❖ Bank Time Deposits
<input type="checkbox"/>	<p>Municipal Securities Limited to: Taxable or Tax-exempt</p> <ul style="list-style-type: none"> ❖ Notes and Bonds ❖ Commercial Paper
<input checked="" type="checkbox"/>	<p>Money Market Funds/Mutual Funds Limited to:</p> <p>Investment is restricted to any such funds that invest in securities deemed acceptable for outright purchase.</p>

Duration

The Duration for this portfolio will be between 2 and 3 years. Duration is used as an indicator of a bond’s price volatility resulting from changes in interest rates. The greater the duration of a security, the greater its price volatility. Further defined, duration is the number of years required to receive the present value of future payments, both of interest and principal, of a bond.

Maximum Final Maturity

The maximum final maturity of individual securities purchased will not exceed 5 years.

Safety of Principal: Ratings & Credit Risk

The minimum credit rating at time of purchase will be A3/A-/A- by two of the NRSRO’s. The minimum credit rating for commercial paper will be N/A. The minimum average rating for the entire portfolio will be A3/A-/A-.

State Specific Requirements (If necessary per investment objective)

The state of residence for the beneficiary/owner(s) of the account is Utah. The portfolio holdings will concentrate on issues that will generate Federal and State tax-free income. If applicable, the portfolio can purchase bonds with reciprocal agreements. Unless otherwise notified, the general practice will be to avoid municipal debt issues subject to Alternative Minimum Tax (AMT).

Asset Allocation Descriptions

Cash and Equivalents

"Cash equivalent" is the term used for an individual short-term, highly liquid investment that can be converted to cash within one day in most market situations. A money market fund invests in "money market instruments", which by regulation have a maturity of less than one year. A money market fund offers daily liquidity even though the underlying portfolio will have a longer average maturity.

Potential risks: In extreme market environments, a money market fund might not be able to immediately meet all redemption requests. Because of their short maturity profile, cash-equivalent and money market investments are unlikely to change significantly in value if interest rates rise or fall. However, the cash flow received from these investments can vary significantly in response to changes in interest rates and/or general market and economic conditions. The credit quality of cash-equivalent or money market investments is generally high, but varies from instrument to instrument and fund to fund. In general, yields are higher when credit quality is lower or maturities are longer.

Fixed Income

Fixed-income securities – sometimes called bonds or debt securities – typically offer returns in the form of variable or fixed periodic cash flows; the principal is returned when the instrument matures. The major categories of fixed-income investments include domestic and foreign government bonds, US government agency bonds, mortgage- and asset-backed bonds, investment-grade and high-yield corporate bonds, and other classes of foreign and domestic bonds. You can invest in fixed-income securities directly or through pooled vehicles such as actively managed mutual funds, exchange traded funds, or passive index-based funds.

Potential risks: The value of these securities will usually be affected by changes in interest rates. Fixed-rate bonds with longer maturities/durations will usually be more affected by changes in interest rates than ones with shorter maturities/durations. In addition to interest-rate sensitivity, most bonds also have price sensitivity to credit quality – the market value of an issuer's debt will be affected by real or perceived changes in the ability of the issuer to make interest and or principal payments. Finally, many investors rely on rating agencies to assess the credit quality of fixed-income securities. If ratings move up or down, market prices are likely to respond.

Portfolio Risk Summary

In this fixed-income strategy, portfolio managers from Zions Capital Advisors or from our approved third-party separate account managers seek to deliver current income and, over time, capital preservation by investing in a portfolio of bonds targeting specific goals.

This strategy carries the risk that a bond in the portfolio will default or cease to make timely payments of interest and/or principal or that its perceived creditworthiness will decline, causing a fall in its market price (credit risk), and the risk that interest rates will rise, rendering the bonds within the portfolio less valuable relative to their purchase prices (duration or interest-rate risk).

Secondary risks can include trading or execution-related risks (such as illiquidity or wide bid/ask spreads within the bond market when buying or selling), bond-structure characteristics (such as bond calls and puts, which can lead to early retirement of an issue, or, alternatively, the risk that it might be extended). With certain types of bonds – for example mortgage securities – another risk is convexity, the possibility that the expected life of a security may change in response to changes in interest rates. For example, when interest rates rise, fewer people typically refinance mortgages; this may extend the life of lower-yielding mortgage securities in a pool of investments.

Guiding Principles

Zions Capital Advisors will review the target asset allocation ranges at least once a year to confirm or adjust the targets. Market value fluctuations and/or large cash inflows or outflows may necessitate rebalancing the portfolio regardless of whether target asset allocation ranges have been modified.

Monitoring Objectives and Results

This investment policy statement will be in effect until modified by Zions Capital Advisors and client. Together we share responsibility for reviewing this IPS periodically to ensure its appropriateness.

In agreeing to this IPS, all parties acknowledge that every asset class is subject to certain risks, including but not limited to declines in market value, volatility, illiquidity, and delay or default of cash flow payments.

Investment Restrictions

For Corporations or Public Entities that have defined investment policies or are restricted by state statutes / guidelines, a copy of the Investment Policy or State guidelines MUST be attached hereto.

Are there additional account specific restrictions? Yes No

Other account specific restrictions: Invest per UMMA guidelines

Account #
Account Name Grand County

Signatures

ELIZABETH TUBBS Date

DIANA CARROLL Date

CHRISTOPHER KAUFFMAN Date

SCOTT BURNETT Date

For Zions Capital Advisors

Scott Burnett
One South Main Street, 12th Floor
Salt Lake City, UT 84133
801-844-7740



Part 2A of Form ADV: *Firm Brochure*

Zions Capital Advisors, Inc.

One South Main St.
12th Floor
Salt Lake City, UT 84133

Telephone: 801-844-7834
Email: Jennifer.Hash@zionsbancorp.com

12/01/2015

This brochure provides information about the qualifications and business practices of Zions Capital Advisors, Inc. If you have any questions about the contents of this brochure, please contact us at 801-844-7834 or Jennifer.Hash@zionsbancorp.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Registration with the SEC or with any state securities authority does not imply a certain level of skill or training.

Additional information about Zions Capital Advisors, Inc. also is available on the SEC's website at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. Our firm's CRD number is 131308.

Item 2 Material Changes

This Firm Brochure, dated **12/01/2015**, provides you with a summary of Zions Capital Advisors, Inc.'s advisory services and fees, professionals, certain business practices and policies, as well as actual or potential conflicts of interest, among other things. This Item is used to provide our clients with a summary of new and/or updated information; we will inform of the revision(s) based on the nature of the information as follows.

1. Annual Update: We are required to update certain information at least annually, within 90 days of our firm's fiscal year end (FYE) of December 31. We will provide you with either a summary of the revised information with an offer to deliver the full revised Brochure within 120 days of our FYE or we will provide you with our revised Brochure that will include a summary of those changes in this Item.
2. Material Changes: Should a material change in our operations occur, depending on its nature we will promptly communicate this change to clients (and it will be summarized in this Item). "Material changes" requiring prompt notification will include changes of ownership or control; location; disciplinary proceedings; significant changes to our advisory services or advisory affiliates – any information that is critical to a client's full understanding of who we are, how to find us, and how we do business.

The following summarizes new or revised disclosures based on information previously provided in our Firm Brochure dated 03/31/2015:

- An affiliate of Zions Capital Advisors, Zions Wealth Management and Zions Bank have entered into an agreement with LPL Financial, a dually registered broker-dealer and investment advisor, to offer brokerage and advisory products to retail bank clients.
- Effective May 1, 2015, Zions Capital Advisors appointed Jennifer Hash as the Chief Compliance Officer (CCO) for the firm.

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Item 4 Advisory Business

Zions Capital Advisors, Inc. is a SEC-registered investment adviser with its principal place of business located in Utah. Zions Capital Advisors, Inc. began conducting business in 2004.

Listed below are the firm's principal shareholders (i.e., those individuals and/or entities controlling 25% or more of this company).

- Welman Holdings, Inc., Parent Company

In addition, the following information identifies publicly held holding companies that indirectly own 25% or more of our firm:

- *Zions Bancorporation, Holding Company

Zions Capital Advisors, Inc. offers the following advisory services to our clients:

INVESTMENT MANAGEMENT SERVICES INDIVIDUAL PORTFOLIO MANAGEMENT

Our firm provides continuous advice to a client regarding the investment of client funds based on the individual needs of the client. Through personal discussions in which goals and objectives based on a client's particular circumstances are established, we develop a client's personal investment policy and create and manage a portfolio based on that policy. During our data-gathering process, we determine the client's individual objectives, time horizons, risk tolerance, and liquidity needs. As appropriate, we also review and discuss a client's prior investment history, as well as family composition and background.

We manage these advisory accounts on a discretionary or non-discretionary basis. Account supervision is guided by the client's stated objectives (i.e., capital appreciation, growth, income, or growth and income), as well as tax considerations.

Clients may impose reasonable restrictions on investing in certain securities, types of securities, or industry sectors.

Our investment recommendations are not limited to any specific product or service offered by a broker-dealer or insurance company and will generally include advice regarding the following securities:

- Exchange-listed securities
- Securities traded over-the-counter
- Foreign issuers
- Warrants
- Corporate debt securities (other than commercial paper)
- Commercial paper
- Certificates of deposit
- Municipal securities

- Variable life insurance
- Variable annuities
- Mutual fund shares
- United States governmental securities
- Options contracts on securities
- Interests in partnerships investing in real estate
- Interests in partnerships investing in oil and gas interests
- Venture capital funds, leveraged buy-out funds, timberlands, asset-backed structured securities, hedge funds and other pooled investment vehicles.

Because some types of investments, such as alternatives, involve certain additional degrees of risk, they will only be implemented/recommended when consistent with the client's stated investment objectives, tolerance for risk, liquidity and suitability.

INVESTMENT MANAGEMENT SERVICES MODEL PORTFOLIO MANAGEMENT

Our firm provides portfolio management services to clients using model asset allocation portfolios. Each model portfolio is designed to meet a particular investment goal.

Capital Preservation

Seeks capital preservation, income, and low overall portfolio volatility. Total-returns for the portfolio are expected to consist primarily of income with little contribution from capital gains or losses. Portfolio volatility is targeted to be approximately 15% or less of an all-equity portfolio. The portfolio seeks to achieve its goals over a horizon of approximately one year. The portfolio will generally invest in short-duration investment-grade domestic bonds but may make an opportunistic allocation of up to 10% – from time to time – in “non-core” bond sectors such as foreign bonds, loan-participation funds or specialty sectors such as convertible or preferred securities. Benchmark: Barclays US Aggregate Bond 1-3 Year Index. Minimum: \$250,000.

Tax-Sensitive Capital Preservation

Seeks capital preservation, income, and low overall portfolio volatility. Total-returns for the portfolio are expected to consist primarily of income with little contribution from capital gains or losses. Portfolio volatility is targeted to be approximately 15% or less of an all-equity portfolio. The portfolio seeks to achieve its goals over a horizon of approximately one year. Under most conditions the portfolio will invest in one or more short-duration investment-grade municipal bond funds. Benchmark: Barclays 3 Year Municipal Bond Index. Minimum: \$250,000.

Cash-Flow

Seeks current income with low to moderate levels of realized portfolio volatility. Total returns are expected to consist of primarily income but, due to the fact that the portfolio has duration risk, will have some return contribution from gains and losses. Portfolio volatility is targeted to

be approximately 30% or less of an all-equity portfolio. The portfolio seeks to achieve its goals over a horizon of approximately one to three years. The portfolio will generally invest in short, intermediate and/or long duration investment-grade domestic bonds but may make an opportunistic allocation of up to 20% – from time to time – in “non-core” bond sectors such as foreign bonds, loan-participation funds or specialty sectors such as convertible or preferred securities. Benchmark: Barclays Intermediate Aggregate Bond Index. Minimum: \$250,000.

Tax-Sensitive Cash-Flow

Seeks current income that is primarily tax-exempt with low to moderate levels of realized portfolio volatility. Total returns are expected to consist of primarily income but, due to the fact that the portfolio has duration risk, will have some return contribution from gains and losses. Portfolio volatility is targeted to be approximately 30% or less of an all-equity portfolio. The portfolio seeks to achieve its goals over a horizon of approximately one to three years. The portfolio will generally invest in short, intermediate or long-duration investment-grade municipal bond funds but may make small allocations to taxable bond sectors if the investment committee finds these sectors to be attractive. Benchmark: Barclays 5 Year Municipal Bond Index. Minimum: \$250,000.

Opportunistic Fixed-Income

Seeks a total-return that outpaces the Barclays US Aggregate Bond Index over a three year horizon by investing in a combination of income-oriented and/or total-return oriented fixed-income-focused funds. Under normal market conditions, the portfolio will be a combination of a core group of index or actively managed funds augmented by tactical allocations that seek to take advantage of market opportunities the investment committee believes offer better value than the benchmark. Total returns will be comprised of income plus capital gains and losses. Because the portfolio has the latitude to make substantial investments (up to 40%) in non-core investments such as, for example, foreign bonds, a moderate level of portfolio volatility should be expected. We expect that portfolio volatility will be approximately 35% or less of that which would be expected in an all-equity portfolio. Benchmark: Barclays US Aggregate Bond Index. Minimum: \$250,000.

Tax-Sensitive Opportunistic Fixed-Income

Seeks a total-return that outpaces the benchmark over a three year horizon by investing in a combination of income-oriented and/or total-return oriented fixed-income-focused funds. Under normal market conditions, the portfolio will be a combination of a core intermediate-duration tax-exempt allocation augmented by tactical allocations that seek to take advantage of market opportunities the investment committee believes offer better value and/or more upside potential than the benchmark. Total returns will be comprised of income plus capital gains and losses. Because the portfolio has the latitude to make substantial investments (up to 40%) in non-core investments such as, for example, foreign bonds, a moderate level of portfolio volatility should be expected. We expect that portfolio volatility will be approximately 35% or less of that which would be expected in an all-equity portfolio. Benchmark: Barclays 7 Year Municipal Bond Index. Minimum: \$250,000.

Conservative Allocation

Seeks income and moderate real portfolio growth with low volatility over a five-plus year horizon when compared with an all equity portfolio by investing primarily in fixed-income, but also in equities, and real assets. The portfolio is expected to have a volatility of approximately 35% or less of that of an all equity portfolio. Though tactical, between-asset-class reallocations will be made, the portfolio will seek to achieve its volatility goal by limiting the maximum percentage of the portfolio that may be invested in equities to 30% and to real-assets at 10%. Under normal market conditions, the portfolio will be a combination of core investments augmented by tactical allocations that seek to take advantage of market opportunities the investment committee believes will add long-term value. Benchmark: 25% Global Equity Blend/75% Barclays Intermediate Aggregate Bond Index. Minimum: \$250,000.

Tax-Sensitive Conservative Allocation

Seeks income and moderate real portfolio growth with low volatility over a five-plus year horizon when compared with an all equity portfolio by investing primarily in tax-exempt fixed-income, but also in taxable fixed-income, equities, and real assets. The portfolio is expected to have a volatility of approximately 35% or less of that of an all equity portfolio. Though tactical, between-asset-class reallocations will be made, the portfolio will seek to achieve its volatility goal by limiting the maximum percentage of the portfolio that may be invested in equities to 30% and to real-assets at 10%. Under normal market conditions, the portfolio will be a combination of core investments augmented by tactical allocations that seek to take advantage of market opportunities the investment committee believes will add long-term value. Benchmark: 25% Global Equity Blend/75% Barclays 5 Year Municipal Bond Index. Minimum: \$250,000.

Moderate Allocation

Seeks to deliver a reasonable balance of growth, income, and real purchasing power protection by investing in a well-diversified portfolio of equities, fixed-income, real assets, and alternative investments. The portfolio seeks to achieve a volatility goal of approximately 50% or less of than that of an all equity portfolio. To achieve its volatility goal the portfolio has set the maximum percentage of the portfolio that may be invested in equities to 50% and to real-assets at 20%. The portfolio seeks to achieve its goals over a horizon of at least five years. Under normal market conditions, the portfolio will be a combination of core investments augmented by tactical allocations that seek to take advantage of market opportunities the investment committee believes will add long-term value. Benchmark: 50% Global Equity Blend/50% Barclays US Aggregate Bond Index. Minimum: \$250,000.

Tax-Sensitive Moderate Allocation

Seeks to deliver a reasonable balance of growth, income, and real purchasing power protection by investing in a well-diversified portfolio of equities, fixed-income – primarily tax-exempt fixed-income but also, opportunistically taxable fixed-income - real assets, and alternative investments. The portfolio seeks to achieve a volatility goal of approximately 50%

or less of than that of an all equity portfolio. To achieve its volatility goal the portfolio has set the maximum percentage of the portfolio that may be invested in equities to 50% and to real-assets at 20%. The portfolio seeks to achieve its goals over a horizon of at least five years. Under normal market conditions, the portfolio will be a combination of core investments augmented by tactical allocations that seek to take advantage of market opportunities the investment committee believes will add long-term value. Benchmark: 50% Global Equity Blend/50% Barclays 7 Year Municipal Bond Index. Minimum: \$250,000.

Moderate Allocation Plus

Seeks to deliver a reasonable balance of growth, income, and real purchasing power protection by investing in a well-diversified portfolio of equities, fixed-income, real assets, and alternative investments. The portfolio seeks to achieve a volatility goal of 45% or less than that of an all equity portfolio. To achieve its volatility goal the portfolio has set the maximum percentage of the portfolio that may be invested in equities to 50% and to real-assets at 20%. Under normal market conditions, the portfolio will be a combination of core investments augmented by tactical allocations that seek to take advantage of market opportunities the investment committee believes will add long-term value. The portfolio seeks to achieve its goals over a horizon of at least five years. Investors must be pre-qualified to invest in this portfolio because of its allocation to alternative investments. Benchmark: 35% Global Equity Blend/45% Barclays US Aggregate Bond Index/20% DB Hedge Fund Index.

Minimum: \$1,000,000.

Tax-Sensitive Moderate Allocation Plus

Seeks to deliver a reasonable balance of growth, income, and real purchasing power protection by investing in a well-diversified portfolio of equities, fixed-income— primarily tax-exempt fixed-income but also, opportunistically taxable fixed-income - real assets, and alternative investments. The portfolio seeks to achieve a volatility goal of 45% or less than that of an all equity portfolio. To achieve its volatility goal the portfolio has set the maximum percentage of the portfolio that may be invested in equities to 50% and to real-assets at 20%. Under normal market conditions, the portfolio will be a combination of core investments augmented by tactical allocations that seek to take advantage of market opportunities the investment committee believes will add long-term value. The portfolio seeks to achieve its goals over at least a five year horizon. Investors must be pre-qualified to invest in this portfolio because of its allocation to alternative investments. Benchmark: 35% Global Equity Blend/45% Barclays 7 Year Municipal Bond Index/20% DB Hedge Fund Index.

Minimum: \$1,000,000.

Multi-Asset-Class Higher-Income

Seeks a high level of current income as well as long-term real growth by investing in income producing funds and securities across multiple asset classes including fixed-income, equities, and real assets. The portfolio has a current income goal of roughly 2x the dividend yield of the S&P 500 or roughly 3%-5% higher than the yield on the 3-month T-Bill. The portfolio

seeks to achieve a volatility goal of approximately 60% or less of than that of an all equity portfolio. To achieve its volatility goal the portfolio has set the maximum percentage of the portfolio that may be invested in equities to 40% and to real-assets at 40%. Because the portfolio strategy has a high-income mandate it is expected to invest in potentially riskier sectors of the fixed-income market. Investors must be pre-qualified to invest in this portfolio because of its concentrated allocation to higher yielding investments. The portfolio seeks to achieve its goals over at least a five year horizon. Portfolio Benchmark: 50% MSCI All Country World High Dividend Index/50% Barclays Corporate Bond Index. Minimum: \$250,000.

Growth Allocation

Seeks primarily long-term real growth by investing in equities, fixed-income and real assets with a realized volatility of 75% or less than the S&P 500. To achieve its volatility goal the portfolio has set the maximum percentage of the portfolio that may be invested in equities to 70%. Under normal market conditions, the portfolio will be a combination of core investments augmented by tactical allocations that seek to take advantage of market opportunities the investment committee believes will add long-term value. The portfolio should be evaluated over a five or more year horizon. Benchmark: 65% Global Equity Blend/35% Barclays US Aggregate Bond Index. Minimum: \$250,000.

Tax-Sensitive Growth Allocation

Seeks primarily long-term real growth by investing in equities, fixed-income and real assets with a realized volatility of 75% or less than the S&P 500. To achieve its volatility goal the portfolio has set the maximum percentage of the portfolio that may be invested in equities to 70%. Under normal market conditions, the portfolio will be a combination of core investments augmented by tactical allocations that seek to take advantage of market opportunities the investment committee believes will add long-term value. In order to be more tax-sensitive, the fixed-income allocation will largely be invested in municipal bond funds. The portfolio should be evaluated over a five or more year horizon. Benchmark: 65% Global Equity Blend/35% Barclays 7 Year Municipal Bond Index. Minimum: \$250,000.

Growth Allocation Plus

Seeks long-term real growth by investing in a well-diversified portfolio equities, fixed-income, real assets and alternatives with a realized volatility of 65% or less than that of the S&P 500. To achieve its volatility goal the portfolio has set the maximum percentage of the portfolio that may be invested in equities to 70%. Under normal market conditions, the portfolio will be a combination of core investments augmented by tactical allocations that seek to take advantage of market opportunities the investment committee believes will add long-term value. The portfolio should be evaluated over a five or more year horizon. Investors must be pre-qualified to invest in this portfolio because of its allocation to alternative investments. Benchmark: 50% Global Equity Blend/30% Barclays US Aggregate Bond Index/20% DB Hedge Fund Index. Minimum: \$1,000,000.

Tax-Sensitive Growth Allocation Plus

Seeks long-term real growth by investing in a well-diversified portfolio of equities, fixed-income, real assets and alternatives with a realized volatility of 65% or less than that of the S&P 500. To achieve its volatility goal the portfolio has set the maximum percentage of the portfolio that may be invested in equities to 70%. Under normal market conditions, the portfolio will be a combination of core investments augmented by tactical allocations that seek to take advantage of market opportunities the investment committee believes will add long-term value. In order to be more tax-sensitive, the fixed-income allocation will largely be invested in municipal bond funds. The portfolio should be evaluated over a five or more year horizon. Investors must be pre-qualified to invest in this portfolio because of its allocation to alternative investments. Benchmark: 50% Global Equity Blend/30% Barclays 7 Year Municipal Bond Index/20% DB Hedge Fund Index. Minimum: \$1,000,000.

Long-Term Growth

Seeks to deliver a return profile that participates more fully in the returns achieved by global equities by keeping a relatively steady and large allocation to stocks; and having a consequently low allocation to other asset classes. Through modest diversification to fixed-income and real assets, the portfolio will target a realized volatility of 90% or less than the volatility of the S&P 500. To achieve its volatility goal the maximum percentage of the portfolio that may be invested in equities is 80%. Under normal market conditions, the portfolio will be a combination of core investments augmented by tactical allocations that seek to take advantage of market opportunities the investment committee believes will add long-term value. The portfolio should be evaluated over a five or more year time horizon. Benchmark: 75% Global Equity Blend/25% Barclays US Aggregate Bond Index. Minimum: \$250,000.

Tax-Sensitive Long-Term Growth

Seeks to deliver a return profile that participates more fully in the returns achieved by global equities by keeping a relatively steady and large allocation to stocks; and having a consequently low allocation to other asset classes. Via modest diversification to fixed-income and real assets, the portfolio will target a realized volatility of 90% or less than the S&P 500. To achieve its volatility goal the portfolio has set the maximum percentage of the portfolio that may be invested in equities to 80%. Under normal market conditions, the portfolio will be a combination of core investments augmented by tactical allocations that seek to take advantage of market opportunities the investment committee believes will add long-term value. In order to be more tax-sensitive, the fixed-income allocation will largely be invested in municipal bond funds. The portfolio should be evaluated over a five or more year horizon. Benchmark: 75% Global Equity Blend/25% Barclays 7 Year Municipal Bond Index. Minimum: \$250,000.

Opportunistic Equity

Seeks to achieve returns that outpace the MSCI All-Country World Index over a five or more year horizon with volatility comparable to or slightly higher than that index. Under normal

market conditions, the portfolio will be a combination of a core set of actively managed and/or index funds augmented by tactical allocations that seek to take advantage of market opportunities the investment committee believes will outpace the benchmark. Because the portfolio has the latitude to make substantial investments in non-“core” investments such as, for example, foreign equities, a high level of portfolio volatility should be expected. This portfolio will almost always remain fully invested has only very limited latitude to move into cash. Benchmark: Global Equity Blend. Minimum: \$250,000.

Select Equity

This in-house managed individual equity strategy invests primarily in individual equity securities of medium- and large capitalization companies. The investment team focuses on high-quality companies viewed as attractively valued with solid fundamentals, sustainable and growing dividends, competitive advantages, and industry leadership. The investment team views dividends as a barometer of financial health and a key component of long-term total return. The strategy is relatively concentrated. The strategy seeks to provide long-term capital appreciation and current income. Benchmark: S&P 500 Index. Minimum: \$250,000.

We manage these advisory accounts on a discretionary or non-discretionary basis. Account supervision is guided by the client's stated objectives (i.e. capital appreciation, growth, income, or growth and income), as well as tax considerations.

Through personal discussions with the client in which the client's goals and objectives are established, we determine if the model portfolio is suitable to the client's circumstances. Once we determine the suitability of the portfolio, the portfolio is managed based on the portfolio's goal, rather than on each client's individual needs. Clients, nevertheless, have the opportunity to place reasonable restrictions on the types of investments to be held in their account. Clients retain individual ownership of all securities.

Because some types of investments, such as alternatives, involve certain additional degrees of risk, they will only be implemented/recommended when consistent with the client's stated investment objectives, tolerance for risk, liquidity and suitability.

To ensure that our initial determination of an appropriate portfolio remains suitable and that the account continues to be managed in a manner consistent with the client's financial circumstances, we will:

1. at least annually, contact each participating client to determine whether there have been any changes in the client's financial situation or investment objectives, and whether the client wishes to impose investment restrictions or modify existing restrictions;
2. be reasonably available to consult with the client; and
3. maintain client suitability information in each client's file.

SELECTION AND MONITORING OF THIRD-PARTY MONEY MANAGERS

We also offer advisory management services to our clients through our Selection and Monitoring of Third-Party Money Managers programs (hereinafter, "Programs").

Our firm provides the client with an asset allocation strategy developed through personal discussions in which goals and objectives based on the client's particular circumstances are established. This asset allocation strategy is drafted into the client's Investment Policy Statement ("IPS").

Based on the client's individual circumstances and needs (as exhibited in the client's IPS) we will then perform management searches of various unaffiliated registered investment advisers to identify which registered investment adviser's portfolio management style is appropriate for that client. Factors considered in making this determination include account size, risk tolerance, the opinion of each client and the investment philosophy of the selected registered investment adviser. Clients should refer to the selected registered investment adviser's Firm Brochure or other disclosure document for a full description of the services offered. We are available to meet with clients on a regular basis, or as determined by the client, to review the account.

Once we determine the most suitable investment adviser(s) for the client, we will then invest a portion of the client's assets with the Third Party Manager. The adviser(s) then manages the client's portfolio based on the client's individual needs as exhibited in the IPS.

We monitor the performance of the selected registered investment adviser(s). If we determine that a particular selected registered investment adviser(s) is not providing sufficient management services to the client, or is not managing the client's portfolio in a manner consistent with the client's IPS, we may suggest that the client contract with a different registered investment adviser and/or program sponsor.

On an ongoing basis, we monitor the performance of the asset manager(s). If we determine that a particular adviser is not providing sufficient management services to the client, or is not managing the client's portfolio in a manner consistent with that client's Investment Policy Statement, then we may move the client's portfolio to a different asset manager and/or program sponsor. Under this scenario, our firm retains the discretion to hire and fire the asset manager and/or move the client's portfolio to a different program.

At least annually, we meet with the client to review and update, as necessary, the client's Investment Policy Statement. However, should there be any material change in the client's personal and/or financial situation, we should be notified immediately to determine whether any review and/or revision of the client's Investment Policy Statement is warranted.

TRUSIGHT STRATEGIES PROGRAM

Zions Capital Advisors also offers investment management services as the sponsor of the *TruSight Strategies Program*, a wrap fee program. The TruSight Strategies Program (hereinafter the "TruSight Program" or the "Program") offers access to model asset allocation portfolios, including, depending on the client's needs and circumstances, proprietary portfolios managed directly by Zions Capital Advisors, and the Russell Model Strategies, created and directly managed by the Russell Investment Management Company, an

unaffiliated investment adviser.

A wrap-fee program is an investment management program that provides the client with advisory and brokerage execution services for an inclusive fee. The client is not charged separate fees for these respective components of the total service, though there may be additional costs for fees and expenses charged by mutual funds and exchange traded funds (ETFs) or exchange traded notes (ETNs) to their shareholders, exchange fees, transfer taxes or certain administrative fees for wire transfers or certificate issues. Transactions in TruSight Program accounts are effected 'net,' i.e., without a separate commission charge to the client, and a portion of the wrap fee is generally considered as being in lieu of commissions. In evaluating the TruSight Program, clients should consider therefore that, depending upon the level of the wrap fee charged, the amount of portfolio activity in the client's account, the value of custodial and other services which are provided under the arrangement, and other factors, the wrap fee may or may not exceed the aggregate cost of such services if they were to be provided separately and if Zions Capital Advisors were to negotiate commissions and seek best price and execution of transactions for the client's account.

TruSight Program accounts are constructed primarily of mutual funds. Mutual funds selected for portfolios are selected on the basis of any or all of the following criteria: the fund's performance history; the industry sector in which the fund invests; the track record of the fund's manager; the fund's investment objectives; the fund's management style and philosophy; and the fund's management fee structure. The Russell Investment Management Company was selected based on an evaluation of that firm's investment processes, asset allocation strategies and the characteristics of its model portfolios, including performance, risk characteristics and management style.

Each model portfolio is designed to meet a particular investment goal. Program client accounts are managed on a discretionary basis on a platform provided through EnvestNet Asset Management, Inc., a registered investment adviser not affiliated with Zions Capital Advisors (hereinafter "EnvestNet"). Account management is guided by the stated objectives of the client (e.g., growth, moderate growth, balanced, or conservative balanced).

Through personal discussions with us, we will evaluate the client's financial circumstances, including return objective, risk tolerance, time horizon, income needs and tax parameters. Zions Capital Advisors then works with the client to determine which model portfolio is most suitable to the client's circumstances. Once the appropriate portfolio has been determined, Zions Capital Advisors develops a client's personal Statement of Investment Selection ("SIS") and the portfolio will be managed based on the portfolio's goal. Clients may place reasonable restrictions on the types of investments to be held in the portfolio. Such restrictions are incorporated into the client's SIS. Clients retain individual ownership of all securities in their portfolio(s).

For more information regarding the Program, including the fee schedule and other important considerations, clients should refer to the disclosure document (Appendix I) for the Program. In order to help ensure that Zions Capital Advisors's initial determination of an appropriate portfolio continues to be suitable and that the client's account continues to be managed in a manner suitable to the client's financial circumstances, Zions Capital Advisors will maintain client suitability information in the client's file. Clients should notify Zions Capital Advisors immediately of any change in the client's financial situation and investment objectives and/or

in the event the client wishes to impose or modify existing investment restrictions.

Zions Capital Advisors will monitor TruSight Strategies Program accounts at least quarterly and rebalance these accounts as needed. If Zions Capital Advisors believes that a particular investment is performing inadequately, or if Zions Capital Advisors believes that a different investment is more suitable for the portfolio's goal, then Zions Capital Advisors will determine a different investment and reinvest the client's assets in accordance with the discretionary authority granted.

Our investment recommendations are not limited to any specific product or service offered by a broker dealer or insurance company. For additional disclosure and information, refer to Appendix 1, Wrap Fee Program brochure.

STRATEGIC ADVISORY SERVICES

We also offer investment management to clients on a non-discretionary basis through our Strategic Advisory Services. Through personal discussions in which goals and objectives based on a client's particular circumstances are established, we assist in the development of a client's personal investment policy and create a portfolio based on that policy. During our data-gathering process, we determine the client's individual objectives, time horizons, risk tolerance, and liquidity needs. As appropriate, we also review and discuss a client's prior investment history, as well as family composition and background.

We will monitor the client's account and make investment recommendations as appropriate. However, we will not implement any trade in the client's Strategic Advisory Services account without first obtaining the client's consent. Account supervision is guided by the client's stated objectives (e.g., capital appreciation, growth, income, or growth and income), as well as tax considerations.

Based on the client's individual circumstances and needs, we may also perform searches of various unaffiliated registered investment advisers to identify registered investment advisers whose portfolio management style may be appropriate for a portion of the client's account. Factors considered in making this determination include account size, risk tolerance, the opinion of each client and the investment philosophy of the selected registered investment adviser. Clients should refer to the selected registered investment adviser's Firm Brochure or other disclosure document for a full description of the services offered. We are available to meet with clients on a regular basis, or as determined by the client, to review the account.

We monitor the performance of the client's account, including any selected third party investment adviser(s), if any, and will make recommendations regarding the client's account. If we determine that a particular selected registered investment adviser(s) is not providing sufficient management services to the client, or is not managing the client's portfolio in a manner consistent with the client's financial circumstances, we may suggest that the client contract with a different registered investment adviser and/or program sponsor. Under this scenario, our firm assists the client in selecting a new registered investment adviser and/or program. However, any move to a new registered investment adviser and/or program is solely at the discretion of the client. Most of the investment adviser representatives are also registered representatives of Zions Direct, an affiliated broker/dealer. They are also affiliated with Zions Insurance Agency. Refer to Item 10, Other Financial Industry Activities and

Affiliations for additional disclosure of potential conflicts of these activities.

RELATIONSHIP MANAGEMENT SERVICES

Advisory clients may also engage Zions Capital Advisors to serve as the client's account liaison with applicable custodians and provide typical administrative services with respect to certain of the client's assets. Relationship Management Services may be sought, for example, by clients with legacy securities holdings and other assets intended to be retained for a significant period of time. Typical services may include communicating with custodians and facilitating client requested account contributions/distributions, titling, beneficiary designation requests, trades, exchanges, orders, special requests, and account journaling.

If requested, client investments may also be reviewed or monitored by Zions Capital Advisors on a periodic or as needed basis. In addition, if requested, Zions Capital Advisors may meet with the client on a periodic basis to review performance, allocation of assets, tax liability issues, and to update the client's profile to reflect changes in client circumstances. Relationship Management Services may be provided as a standalone service or in conjunction with separate investment management services.

INSTITUTIONAL LIQUIDITY MANAGEMENT

Zions Capital Advisors also offers individually customized money market and short term fixed income asset management services for corporations, individuals and for municipal and governmental institutions in several states. Short term investments made in Institutional Liquidity Management (ILM) accounts may include:

- Short term corporate debt securities (other than commercial paper)
- Commercial paper
- Certificates of deposit
- Municipal securities
- Money market mutual fund shares
- United States government agency securities.

We provide these services on a discretionary and non-discretionary basis with investment advisory services based on the needs of the client and stated objectives/guidelines of the account. We manage accounts in accordance with local statutes and regulations governing the investment of public funds. Minimum: \$2,000,000.

FINANCIAL PLANNING

We provide financial planning services. Financial planning is a comprehensive evaluation of a client's current and future financial state by using currently known variables to predict future cash flows, asset values and withdrawal plans. Through the financial planning process, a variety of information and analysis is considered as they impact and are impacted by the entire financial and life situation of the client. Clients utilizing this service receive a written report which provides the client with a goal based financial plan designed to assist the client achieve his or her financial goals and objectives.

In general, the financial plan can address any or all of the following areas:

- **PERSONAL:** We review family records, budgeting, personal liability, estate information and financial goals.
- **CASH FLOW:** We analyze the client's income spending and planning for past, current and future years; then illustrate the impact of various investments on the client's current and future situation.
- **INVESTMENTS:** We analyze broad investment categories and their effect on the client's portfolio.
- **INSURANCE:** We review existing policies to ensure proper coverage for life, disability and long-term care.
- **RETIREMENT:** We analyze current strategies and investment plans to help the client achieve his or her retirement goals.
- **DEATH & DISABILITY:** We review the client's cash needs at death, income needs of surviving dependents, estate planning and disability income.
- **ESTATE:** We assist the client in assessing and developing long-term strategies, including as appropriate, reviewing estate tax and estate planning documents.
- **BUSINESS:** We will try to understand the business succession planning, entity structure review, business owner risk management analysis and understanding how business financial plan correlates with the owner's financial plan and estate plan.

We gather required information through in-depth personal interviews. Information gathered includes the client's current financial status, future goals, returns objectives and attitudes towards risk. We carefully review documents and information supplied by the client and prepare a written report. Should the client choose to implement the recommendations contained in the plan, we suggest the client work closely with his/her advisors. Implementation of financial plan recommendations is entirely at the client's discretion.

We also provide general non-securities advice on topics that may include budgetary planning, estate planning and business succession planning.

In the event the client has engaged in fee based planning, the financial plan is typically presented to the client within six months of the contract date, provided that all information needed to prepare the financial plan has been promptly provided.

Financial Planning recommendations are not limited to any specific product or service offered by a broker-dealer or insurance company. All recommendations are of a general nature and based on individual client needs.

CONSULTING SERVICES

Clients can also receive investment advice on a more focused basis. This may include advice on only an isolated area(s) of concern such as estate planning, retirement planning, or any other specific topic. We also provide specific consultation and administrative services regarding investment and financial concerns of the client.

Consulting recommendations are not limited to any specific product or service offered by a broker-dealer or insurance company. All recommendations are of a generic nature.

AMOUNT OF MANAGED ASSETS

As of 12/31/2014, we were actively managing \$1,779,475,037 of clients' assets on a discretionary basis plus \$ 245,776,156 of clients' assets on a non-discretionary basis.

Item 5 Fees and Compensation

INVESTMENT MANAGEMENT SERVICES FEES

The annualized fee for Investment Supervisory Services is charged as a percentage of assets under management, according to the following schedules.

With the exception of cash only and fixed income portfolios, all Investment Management accounts are subject to a minimum annual fee of \$5,000.

For Investment Management portfolios other than Cash or Fixed Income:

Methodology: The below fee schedule is calculated as a tiered fee and taken in arrears.

<u>Assets Under Management</u>	<u>Annual Fee</u>
On the first \$500,000	1.50%
On the next \$500,000	1.25%
On the next \$2 million	1.00%
On the next \$2 million	0.75%
On the next \$5 million	0.65%
On amounts over \$10 million	Negotiated

For Fixed Income Only portfolios:

Methodology: The below fee schedule is calculated as a tiered fee and taken in arrears.

<u>Assets Under Management</u>	<u>Annual Fee</u>
Up to \$1 million	0.50%
\$1,000,001 - \$5 million	0.40%
Over \$5 million	0.30%
On amounts over \$10 million	Negotiated

Fixed income accounts are subject to a minimum annual fee of \$3,000.

For Cash Only portfolios, Zions Capital Advisors will charge an asset based fee up to 0.25% annually, subject to our discretion. Typically, cash only portfolios are offered on an interim basis only. All cash only accounts are subject to a minimum annual fee of \$3,000.

For accounts managed through an annuity product, our fee is 0.75% annually.

Our fees are billed in arrears at the end of each calendar month based upon the value (market value or fair market value in the absence of market value), of the client's account at the end of the previous month. Fees will be debited from the account in accordance with the client authorization in the Client Services Agreement.

We may group certain related client accounts for the purposes of achieving the minimum account size requirements and determining the annualized fee.

TRUESIGHT STRATEGIC PROGRAM FEES

The annualized fee for TrueSight Strategic Program client accounts will be charged as a percentage of assets under management, according to the following schedules:

For Russell Funds:

Methodology: The below fee schedule is calculated as a tiered fee and taken in advance.

<u>Assets Under Management</u>	<u>Annual Fee</u>
On the first \$500,000	1.50%
On the next \$500,000	1.25%
On the next \$2 million	1.00%
On the next \$2 million	0.75%
On the next \$5 million	0.65%
On amounts over \$10 million	Negotiated

For Fixed Income Models:

Methodology: The below fee schedule is calculated as a tiered fee and taken in advance.

<u>Assets Under Management</u>	<u>Annual Fee</u>
On the first \$500,000	1.00%
On the next \$500,00	0.75%
On the next \$2 million	0.60%

On the next \$2 million	0.50%
Above \$5 million	0.40%

For Fixed Income Bond Ladders:

Methodology: The below fee schedule is calculated as a tiered fee and taken in advance.

<u>Assets Under Management</u>	<u>Annual Fee</u>
On the first \$500,000	0.75%
On the next \$500,00	0.50%
On the next \$2 million	0.35%
On the next \$2 million	0.25%
Above \$5 million	0.15%

Fees are calculated as an annual percentage of assets based on the market value of the account at the end of the quarter. Program Fees are charged on a calendar quarter basis in advance; they are prorated to the end of the quarter upon inception of the account.

InvestNet will automatically deduct the Program Fee out of the client's account in accordance with their contract. InvestNet will then deduct their fee for services provided and then forward the remaining fee balance to Zions Capital Advisors to cover the costs of services provided.

The level of the Program Fee will vary with the amount of assets under management. The fee charged is not negotiable. Clients may receive comparable services from other sources for fees that are lower or higher than those charged by Zions Capital Advisors .

TruSight Program accounts are subject to a minimum annual fee of \$750 with the exception of Life Points models which are subject to an annual fee of \$150. Minimum investment is \$50,000. We may group certain related client accounts for the purposes of achieving the minimum account size requirements and determining the annualized fee. Refer to Appendix 1, Wrap Fee Program brochure.

STRATEGIC ADVISORY SERVICES FEES

The annualized fee for Strategic Advisory Services is charged as a percentage of assets under management, according to the following schedule:

Methodology: The below fee schedule is calculated as a tiered fee and taken in arrears.

<u>Assets Under Management</u>	<u>Annual Fee</u>
On the first \$500,000	1.50%
On the next \$500,000	1.25%
On the next \$2 million	1.00%
On the next \$2 million	0.75%
On the next \$5 million	0.65%
On amounts over \$10 million	Negotiated

Strategic Advisory Services fees are billed in arrears at the end of each calendar month based upon the value (market value or fair market value in the absence of market value) of the client's account at the end of the previous month. Fees will be debited from the account in accordance with the client authorization in the Client Services Agreement.

Accounts are subject to a minimum annual fee of \$5,000.00. The minimum required investment is \$500,000. We may group certain related client accounts for the purposes of achieving the minimum account size requirements and determining the annualized fee.

Strategic Advisory Services clients receiving a referral to a third party manager should note that, in an effort to maintain objectivity when making third party manager referrals, Zions Capital Advisors does not engage managers that pay a referral fee to the firm.

RELATIONSHIP MANAGEMENT SERVICES FEES

Our annual fee for relationship management services is 0.12% of total client assets under consultation. This fee may be negotiable at our discretion depending on client circumstances. Our fees are billed in arrears at the end of each calendar month based upon the value (market value or fair market value in the absence of market value), of the client's account at the end of the previous month. Fees will be debited from the account in accordance with the client authorization in the Client Services Agreement.

INSTITUTIONAL LIQUIDITY MANAGEMENT FEES

The annualized fee for Institutional Liquidity Management Services is charged as a percentage of assets under management, according to the following schedule:

Municipalities and Public Entities:

<u>Assets Under Management</u>	<u>Annual Fee</u>
\$2 million to \$10 million	0.150%
Up to \$20 million	0.125%
Up to \$40 million	0.100%
Up to \$100 million	0.080%
On amounts over \$100 million	Negotiated

The minimum account balance is \$2 million per account. A minimum annual fee of \$5,000 is required for Institutional Liquidity Management Services. Fees for Institutional Liquidity Management Services are negotiable based on factors such as client type, referring source, asset class, pre-existing relationships, portfolio complexity and account size, requirements or other special circumstances.

Fees on ILM accounts are calculated monthly and charged to accounts monthly in arrears, based on the average (time-weighted) daily balance of the assets under management as of

the last day of the month. Fees will be debited from the account in accordance with the client authorization in the client agreement.

FINANCIAL PLANNING FEES

Zions Capital Advisors' Financial Planning fee is determined based on the nature of the services being provided and the complexity of each client's circumstances. All fees are agreed upon prior to entering into a contract with any client.

Our Financial Planning fees are calculated and charged on a fixed fee basis. Fees will be negotiated upon engagement and are generally paid 50% at engagement and 50% six months later or at the completion of the plan. The payment schedule may be negotiated based on client need.

Financial Planning Fee Offset: Zions Capital Advisors reserves the discretion to reduce or waive the hourly fee and/or the minimum fixed fee based on client relationship.

CONSULTING SERVICES FEES

Zions Capital Advisors' Consulting Services fee is determined based on the nature of the services being provided and the complexity of each client's circumstances. All fees are agreed upon prior to entering into a contract with any client.

GENERAL INFORMATION

Limited Negotiability of Advisory Fees: Although Zions Capital Advisors has established the aforementioned fee schedules, we retain the discretion to negotiate alternative fees on a client-by-client basis. Client facts, circumstances and needs are considered in determining the fee schedule. These include the complexity of the client, assets to be placed under management, anticipated future additional assets; related accounts; portfolio style, account composition, reports, among other factors. The specific annual fee schedule is identified in the contract between the adviser and each client.

Termination of the Advisory Relationship: A client agreement may be canceled at any time, by either party, for any reason upon receipt of 30 days written notice. As disclosed above, fees are generally charged in arrears for services provided. Upon termination of any account, any unpaid, earned fees will be due and payable. In calculating a client's fees, we will pro rate the charge according to the number of days services were provided during the billing period.

Mutual Fund Fees: All fees paid to Zions Capital Advisors for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds and/or ETFs to their shareholders. These fees and expenses are described in each fund's prospectus. These fees will generally include a management fee, other fund expenses, and a possible distribution fee. If the fund also imposes sales charges, a client may pay an initial or deferred sales charge. A client could invest in a mutual fund directly, without our services. In that case, the client would not receive the services provided by our firm which are designed, among

other things, to assist the client in determining which mutual fund or funds are most appropriate to each client's financial condition and objectives. Accordingly, the client should review both the fees charged by the funds and our fees to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.

Wrap Fee Programs and Separately Managed Account Fees: Clients participating in separately managed account programs may be charged various program fees in addition to the advisory fee charged by our firm. Such fees may include the investment advisory fees of the independent advisers, which may be charged as part of a wrap fee arrangement. In a wrap fee arrangement, clients pay a single fee for advisory, brokerage and custodial services. Client's portfolio transactions may be executed without commission charge in a wrap fee arrangement. In evaluating such an arrangement, the client should also consider that, depending upon the level of the wrap fee charged by the broker-dealer, the amount of portfolio activity in the client's account, and other factors, the wrap fee may or may not exceed the aggregate cost of such services if they were to be provided separately. We will review with clients any separate program fees that may be charged to clients.

Additional Fees and Expenses: In addition to our advisory fees, clients are also responsible for the fees and expenses charged by custodians and imposed by broker dealers, including, but not limited to, any transaction charges imposed by a broker dealer with which an independent investment manager effects transactions for the client's account(s). Please refer to the "Brokerage Practices" section (Item 12) of this Form ADV for additional information.

Valuation and Pricing: For securities where ready valuation information is not available (including but not limited to hedge funds, private placements, illiquid securities and some derivatives) pricing will be undertaken through good faith cooperation between Zions Capital Advisors and the manager of the specific security to fairly approximate the security's current value.

Grandfathering of Minimum Account Requirements: Pre-existing advisory clients are subject to Zions Capital Advisors' minimum account requirements and advisory fees in effect at the time the client entered into the advisory relationship. Therefore, our firm's minimum account requirements will differ among clients.

ERISA Accounts: Zions Capital Advisors is deemed to be a fiduciary to advisory clients that are employee benefit plans or individual retirement accounts (IRAs) pursuant to the Employee Retirement Income and Securities Act ("ERISA"), and regulations under the Internal Revenue Code of 1986 (the "Code"), respectively. As such, our firm is subject to specific duties and obligations under ERISA and the Internal Revenue Code that include among other things, restrictions concerning certain forms of compensation. To avoid engaging in prohibited transactions, Zions Capital Advisors may only charge fees for investment advice about products for which our firm and/or our related persons do not receive any commissions or 12b-1 fees, or conversely, investment advice about products for which our firm and/or our related persons receive commissions or 12b-1 fees, however, only when such fees are used to offset Zions Capital Advisors' advisory fees.

Advisory Fees in General: Clients should note that similar advisory services may (or may

not) be available from other registered (or unregistered) investment advisers for similar or lower fees.

Item 6 Performance-Based Fees and Side-By-Side Management

Zions Capital Advisors does not currently charge performance-based fees to any client.

Item 7 Types of Clients

Zions Capital Advisors, Inc. provides advisory services to the following types of clients:

- Individuals (other than high net worth individuals)
- High net worth individuals
- Charitable organizations
- Corporations or other businesses not listed above
- State or municipal government entities
- Other

As previously disclosed in Item 5, our firm has established certain initial minimum account requirements, based on the nature of the service(s) being provided. For a more detailed understanding of those requirements, please review the disclosures provided in each applicable service.

Item 8 Methods of Analysis, Investment Strategies and Risk of Loss

METHODS OF ANALYSIS

We use the following methods of analysis in formulating our investment advice and/or managing client assets:

Fundamental Analysis. We attempt to measure the intrinsic value of a security by looking at economic and financial factors (including the overall economy, industry conditions, and the financial condition and management of the company itself) to determine if the company is underpriced (indicating it may be a good time to buy) or overpriced (indicating it may be time to sell).

Fundamental analysis does not attempt to anticipate market movements. This presents a potential risk, as the price of a security can move up or down along with the overall market regardless of the economic and financial factors considered in evaluating the stock.

Technical Analysis. We analyze past market movements and apply that analysis to the present in an attempt to recognize recurring patterns of investor behavior and potentially predict future price movement.

Technical analysis does not consider the underlying financial condition of a company. This presents a risk in that a poorly-managed or financially unsound company may underperform regardless of market movement.

Asset Allocation. Rather than focusing primarily on securities selection, we attempt to identify an appropriate ratio of securities, fixed income, and cash suitable to the client's investment goals and risk tolerance.

A risk of asset allocation is that the client may not participate in sharp increases in a particular security, industry or market sector. Another risk is that the ratio of securities, fixed income, and cash will change over time due to stock and market movements and, if not corrected, will no longer be appropriate for the client's goals.

Mutual Fund and/or ETF Analysis. We look at the experience and track record of the manager of the mutual fund or ETF in an attempt to determine if that manager has demonstrated an ability to invest over a period of time and in different economic conditions. We also look at the underlying assets in a mutual fund or ETF in an attempt to determine if there is significant overlap in the underlying investments held in another fund(s) in the client's portfolio. We also monitor the funds or ETFs in an attempt to determine if they are continuing to follow their stated investment strategy.

A risk of mutual fund and/or ETF analysis is that, as in all securities investments, past performance does not guarantee future results. A manager who has been successful may not be able to replicate that success in the future. In addition, as we do not control the underlying investments in a fund or ETF, managers of different funds held by the client may purchase the same security, increasing the risk to the client if that security were to fall in value. There is also a risk that a manager may deviate from the stated investment mandate or strategy of the fund or ETF, which could make the holding(s) less suitable for the client's portfolio.

Third-Party Money Manager Analysis. We examine the experience, expertise, investment philosophies, and past performance of independent third-party investment managers in an attempt to determine if that manager has demonstrated an ability to invest over a period of time and in different economic conditions. We monitor the manager's underlying holdings, strategies, concentrations and leverage as part of our overall periodic risk assessment. Additionally, as part of our due-diligence process, we survey the manager's compliance and business enterprise risks.

A risk of investing with a third-party manager who has been successful in the past is that he/she may not be able to replicate that success in the future. In addition, as we do not control the underlying investments in a third-party manager's portfolio, there is also a risk that a manager may deviate from the stated investment mandate or strategy of the portfolio, making it a less suitable investment for our clients. Moreover, as we do not control the manager's daily business and compliance operations, we may be unaware of the lack of internal controls necessary to prevent business, regulatory or reputational deficiencies.

Risks for all forms of analysis. Our securities analysis methods rely on the assumption

that the companies whose securities we purchase and sell, the rating agencies that review these securities, and other publicly-available sources of information about these securities, are providing accurate and unbiased data. While we are alert to indications that data may be incorrect, there is always a risk that our analysis may be compromised by inaccurate or misleading information.

INVESTMENT STRATEGIES

We use the following strategy(ies) in managing client accounts, provided that such strategy(ies) are appropriate to the needs of the client and consistent with the client's investment objectives, risk tolerance, and time horizons, among other considerations:

Long-term purchases. We purchase securities with the idea of holding them in the client's account for a year or longer. Typically we employ this strategy when:

- we believe the securities to be currently undervalued, and/or
- we want exposure to a particular asset class over time, regardless of the current projection for this class.

A risk in a long-term purchase strategy is that by holding the security for this length of time, we may not take advantage of short-term gains that could be profitable to a client. Moreover, if our predictions are incorrect, a security may decline sharply in value before we make the decision to sell.

Short-term purchases. When utilizing this strategy, we purchase securities with the idea of selling them within a relatively short time (typically a year or less). We do this in an attempt to take advantage of conditions that we believe will soon result in a price swing in the securities we purchase.

A short-term purchase strategy poses risks should the anticipated price swing not materialize; we are then left with the option of having a long-term investment in a security that was designed to be a short-term purchase, or potentially taking a loss.

In addition, this strategy involves more frequent trading than does a longer-term strategy, and will result in increased brokerage and other transaction-related costs, as well as less favorable tax treatment of short-term capital gains.

Trading. We purchase securities with the idea of selling them very quickly (typically within 30 days or less). We do this in an attempt to take advantage of our predictions of brief price swings.

Utilizing a trading strategy creates the potential for sudden losses if the anticipated price swing does not materialize. Moreover, under those circumstances, we are left with few options:

- having a long-term investment in a security that was designed to be a short-term purchase, or

- the potential of having to taking a loss.

In addition, because this strategy involves more frequent trading than does a longer-term strategy, there will be a resultant increase in brokerage and other transaction-related costs, as well as less favorable tax treatment of short-term capital gains.

Short sales. We borrow shares of a stock for your portfolio from someone who owns the stock on a promise to replace the shares on a future date at a certain price. Those borrowed shares are then sold. On the agreed-upon future date, we buy the same stock and return the shares to the original owner. We engage in short selling based on our determination that the stock will go down in price after we have borrowed the shares. If we are correct and the stock price has gone down since the shares were purchased from the original owner, the client account realizes the profit.

Short selling results in some unique risks:

1. *Losses can be infinite.* A short sale loses when the stock price rises, and a stock is not limited (at least, theoretically) in how high it can go. For example, if you short 100 shares at \$50 each, hoping to make a profit but the shares increase to \$75 per share, you'd lose \$2,500. On the other hand, the price of a stock cannot fall below \$0, which limits your potential upside.
2. *Short squeezes can wring out profits.* As stock prices increase, short seller losses also increase as sellers rush to buy the stock to cover their positions. This increase in demand, in turn, further drives the prices up.
3. *Timing.* Even if we are correct in determining that the price of a stock will decline, we run the risk of incorrectly determining when the decline will take place, i.e., being right too soon. Although a company is overvalued, it could conceivably take some time for the price to come down; during which you are vulnerable to interest, margin calls, etc.
4. *Inflation.* History has shown that over the long term, most stocks appreciate. Even if a company barely improves over time, inflation should drive its share price up somewhat. In fact, short selling may not be appropriate in times of inflation for that very reason, as prices may adjust upwards regardless of the value of the stock.

Option writing. We may use options as an investment strategy. An option is a contract that gives the buyer the right, but not the obligation, to buy or sell an asset (such as a share of stock) at a specific price on or before a certain date. An option, just like a stock or bond, is a security. An option is also a derivative, because it derives its value from an underlying asset.

The two types of options are calls and puts:

- A call gives us the right to buy an asset at a certain price within a specific period of time. We will buy a call if we have determined that the stock will increase substantially before the option expires.
- A put gives us the holder the right to sell an asset at a certain price within a specific period of time. We will buy a put if we have determined that the price of the stock will fall before

the option expires.

We will use options to speculate on the possibility of a sharp price swing. We will also use options to "hedge" a purchase of the underlying security; in other words, we will use an option purchase to limit the potential upside and downside of a security we have purchased for your portfolio.

We use "covered calls", in which we sell an option on security you own. In this strategy, you receive a fee for making the option available, and the person purchasing the option has the right to buy the security from you at an agreed-upon price.

We use a "spreading strategy", in which we purchase two or more option contracts (for example, a call option that you buy and a call option that you sell) for the same underlying security. This effectively puts you on both sides of the market, but with the ability to vary price, time and other factors.

A risk of covered calls is that the option buyer does not have to exercise the option, so that if we want to sell the stock prior to the end of the option agreement, we have to buy the option back from the option buyer, for a possible loss.

A risk of spreading strategies is that the ability to fully profit from a price swing is limited.

Risk of Loss. Securities investments are not guaranteed and you may lose money on your investments. We ask that you work with us to help us understand your tolerance for risk.

Item 9 Disciplinary Information

We are required to disclose any legal or disciplinary events that are material to a client's or prospective client's evaluation of our advisory business or the integrity of our management.

Our firm and our management personnel have no reportable disciplinary events to disclose.

Item 10 Other Financial Industry Activities and Affiliations

As set forth in Item 4 of this Brochure, we are a wholly owned subsidiary of Zions Bancorporation, a publicly traded, bank holding company that offers a broad spectrum of banking products and financial services to consumers, small businesses and commercial clients through regional affiliates. As a subsidiary of Zions Bancorporation, our firm is under common ownership and control with several financial institutions, including the following with which we have a material business relationship (referred to collectively as the "Related Companies"):

- Zions Direct, Inc., a firm that is dually registered as a broker-dealer
- Amegy Investments, Inc., a firm that is dually registered as a broker-dealer and investment adviser;
- Amegy Insurance Agency, a licensed insurance agency;
- Zions Insurance Agency, a licensed insurance agency;

- Zions Trust, National Association, a trust company
- Zions Wealth Management and Zions Bank have entered into an agreement with LPL Financial, a dually registered broker-dealer and investment advisor, to offer brokerage and advisory products to retail bank clients.
- Several affiliated banks including, Amegy Bank of Texas, California Bank & Trust, The Commerce Bank of Oregon, The Commerce Bank of Washington, National Bank of Arizona, Nevada State Bank, Vectra Bank of Colorado, and Zions First National Bank (Affiliate Banks).

Where appropriate, Zions Capital Advisors and our employees may recommend the various investment and investment-related services of the Related Companies to our advisory clients. The Related Companies and their employees may also recommend the advisory services of our firm to their clients. The services provided by the Related Companies are separate and distinct from our advisory services, and are provided for separate and additional compensation. Zions Capital Advisors has a referral program with the Affiliate Banks, whereby Zions Capital Advisors will pay up to 50% of Zions Capital Advisors' estimated annual revenue for the life of the account ("Referral Fee") that an account is established as a result of referrals made by qualified affiliate bank employees. The Affiliate Banks, at their discretion, may or may not choose to pass on a portion of the referral fee to the referring individual banker. No Zions Capital Advisors client is obligated to use the services of any of the Related Companies.

As required, any affiliated investment advisers and broker dealers are specifically disclosed in Section 7.A. on Schedule D of Form ADV, Part 1. (Part 1 of our Form ADV can be accessed by following the directions provided on the Cover Page of this Firm Brochure.)

Management personnel and other employees of Zions Capital Advisors are also separately licensed as registered representatives of Zions Direct, Inc. ("Zions Direct"), an affiliated broker-dealer. In fact, Zions Capital Advisors and Zions Direct have entered into a Dual Employee Agreement whereby all producing registered representatives on the retail customer side of Zions Direct are dually registered Investment Adviser Representatives of Zions Capital Advisors .

Zions Capital Advisors has also entered into a referral arrangement with Amegy Investments, Inc. ("Amegy"), an affiliated Registered Investment Adviser and Broker-Dealer, member FINRA/SIPC, whereby Zions Capital Advisors will refer prospects and clients to Amegy's Retirement Plan Services. Zions Capital Advisors will be paid 30% of projected 1st year gross revenue from the booked retirement plan business referred by Zions Capital Advisors. Zions Capital Advisors may choose to provide additional compensation to the referring advisor.

Private Equity Fund:

Zions Capital Advisors also serves as the managing non-member to the South Main Private Equity Fund, LLC (formerly Contango Private Equity ("the Fund")), a limited liability company formed for investment purposes. Unlike other types of private funds, such as hedge funds, private equity funds receive unfunded capital commitments from investors during one or more initial fundraising stages, after which the funds are generally closed to new investors. As such, the Fund is closed and no client of Zions Capital Advisors is ever solicited to invest in

the Fund.

Zions Capital Advisors serves as manager to the Fund and does not currently receive investment advisory compensation from the Fund. Related persons of our firm may spend as much as 5% of their time on these related activities.

Additional information regarding the Fund is available on Schedule D of Form ADV, Part 1 at Item 7.B. Part 1 of our Form ADV can be accessed by following the directions provided on the Cover Page of this Firm Brochure.

Potential Conflicts

Clients should be aware that the receipt of additional compensation by Zions Capital Advisors and its management persons or employees creates a conflict of interest that may impair the objectivity of our firm and these individuals when making advisory recommendations. Zions Capital Advisors endeavors at all times to put the interest of its clients first as part of our fiduciary duty as a registered investment adviser; we take the following steps to address this conflict:

- we disclose to clients the existence of all material conflicts of interest, including the potential for our firm and our employees to earn compensation from advisory clients in addition to our firm's advisory fees;
- we disclose to clients that they are not obligated to purchase recommended investment products from our employees or affiliated companies;
- we collect, maintain and document accurate, complete and relevant client background information, including the client's financial goals, objectives and risk tolerance;
- our firm's management conducts regular reviews of each client account to verify that all recommendations made to a client are suitable to the client's needs and circumstances;
- we require that our employees seek prior approval of any outside employment activity so that we may ensure that any conflicts of interests in such activities are properly addressed;
- we periodically monitor these outside employment activities to verify that any conflicts of interest continue to be properly addressed by our firm; and
- we educate our employees regarding the responsibilities of a fiduciary, including the need for having a reasonable and independent basis for the investment advice provided to clients.

Item 11 Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

Our firm has adopted a Code of Ethics which sets forth high ethical standards of business conduct that we require of our employees, including compliance with applicable federal

securities laws.

Zions Capital Advisors, Inc. and our personnel owe a duty of loyalty, fairness and good faith towards our clients, and have an obligation to adhere not only to the specific provisions of the Code of Ethics but to the general principles that guide the Code.

Our Code of Ethics includes policies and procedures for the review of quarterly securities transactions reports as well as initial and annual securities holdings reports that must be submitted by the firm's access persons. Among other things, our Code of Ethics also requires the prior approval of any acquisition of securities in a limited offering (e.g., private placement) or an initial public offering. Our code also provides for oversight, enforcement and recordkeeping provisions.

Zions Capital Advisors, Inc.'s Code of Ethics further includes the firm's policy prohibiting the use of material non-public information. While we do not believe that we have any particular access to non-public information, all employees are reminded that such information may not be used in a personal or professional capacity.

A copy of our Code of Ethics is available to our advisory clients and prospective clients. You may request a copy by email sent to lincoln.taylor@zionsbancorp.com, or by calling us at 801-844-8684.

Zions Capital Advisors, Inc. and individuals associated with our firm are prohibited from engaging in principal transactions.

Zions Capital Advisors, Inc. and individuals associated with our firm are prohibited from engaging in agency cross transactions.

Our Code of Ethics is designed to assure that the personal securities transactions, activities and interests of our employees will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts.

Our firm and/or individuals associated with our firm may buy or sell for their personal accounts securities identical to or different from those recommended to our clients. In addition, any related person(s) may have an interest or position in a certain security(ies) which may also be recommended to a client.

It is the expressed policy of our firm that no person employed by us may purchase or sell any security prior to a transaction(s) being implemented for an advisory account, thereby preventing such employee(s) from benefiting from transactions placed on behalf of advisory accounts.

We may aggregate our employee trades with client transactions where possible and when compliant with our duty to seek best execution for our clients. In these instances, participating clients will receive an average share price and transaction costs will be shared equally and on a pro-rata basis. In the instances where there is a partial fill of a particular batched order, we will allocate all purchases pro-rata, with each account paying the average price. Our employee accounts will be included in the pro-rata allocation.

As these situations represent actual or potential conflicts of interest to our clients, we have established the following policies and procedures for implementing our firm's Code of Ethics, to ensure our firm complies with its regulatory obligations and provides our clients and potential clients with full and fair disclosure of such conflicts of interest:

1. No principal or employee of our firm may put his or her own interest above the interest of an advisory client.
2. No principal or employee of our firm may buy or sell securities for their personal portfolio(s) where their decision is a result of information received as a result of his or her employment unless the information is also available to the investing public.
3. It is the expressed policy of our firm that no person employed by us may purchase or sell any security prior to a transaction(s) being implemented for an advisory account. This prevents such employees from benefiting from transactions placed on behalf of advisory accounts.
4. Our firm requires prior approval for any IPO or private placement investments by related persons of the firm.
5. We maintain a list of all reportable securities holdings for our firm and anyone associated with this advisory practice that has access to advisory recommendations ("access person"). These holdings are reviewed on a regular basis by our firm's Chief Compliance Officer or his/her designee.
6. We have established procedures for the maintenance of all required books and records.
7. All of our principals and employees must act in accordance with all applicable Federal and State regulations governing registered investment advisory practices.
8. We require delivery and acknowledgment of the Code of Ethics by each supervised person of our firm.
9. We have established policies requiring the reporting of Code of Ethics violations to our senior management.
10. Any individual who violates any of the above restrictions may be subject to termination.

As disclosed in the preceding section of this Brochure (Item 10), related persons of our firm are separately registered as securities representatives of a related broker-dealer. Please refer to Item 10 for a detailed explanation of these relationships and important conflict of interest disclosures.

Item 12 Brokerage Practices

Zions Capital Advisors, Inc. requires that clients provide us with written authority to determine the broker-dealer to use and the commission costs that will be charged to our clients for

these transactions.

These clients must include any limitations on this discretionary authority in this written authority statement. Clients may change/amend these limitations as required. Such amendments must be provided to us in writing.

As our firm does not have the discretionary authority to determine the broker-dealer to be used or the commission rates to be paid, except in our in-house Fixed Income portfolios. In all other accounts, clients must direct Zions Capital Advisors, Inc. as to the broker-dealer to be used.

Zions Capital Advisors, Inc. requires that clients direct us to place trades through Fidelity Brokerage Services, Inc. ("Fidelity"). Zions Capital Advisors, Inc. has evaluated Fidelity and believes that it will provide our clients with a blend of execution services, commission costs and professionalism that will assist our firm to meet our fiduciary obligations to clients.

We reserve the right to decline acceptance of any client account for which the client directs the use of a broker other than Fidelity if we believe that this choice would hinder our fiduciary duty to the client and/or our ability to service the account. In directing the use of Fidelity, it should be understood that Zions Capital Advisors, Inc. will not have authority to negotiate commissions or to necessarily obtain volume discounts, and best execution may not be achieved. In addition, a disparity in commission charges may exist between the commissions charged to the client and those charged to other clients (who may direct the use of another broker).

Clients should note, while Zions Capital Advisors, Inc. has a reasonable belief that Fidelity is able to obtain best execution and competitive prices, our firm will not be independently seeking best execution price capability through other brokers. Not all advisers require clients to direct them to use a particular broker-dealer.

EXCEPTION: Fixed income accounts, such as the Institutional Liquidity Management account, we require that the client direct us to select the broker dealer in which to purchase fixed income securities. We will, at our discretion, select the broker in which to purchase securities, according to our guidelines and the requirements of the client's Investment Policy Statement. Zions Capital Advisors maintains a Best Execution policy to govern trading in these accounts.

Zions Capital Advisors, Inc. will block trades where possible and when advantageous to clients. This blocking of trades permits the trading of aggregate blocks of securities composed of assets from multiple client accounts, so long as transaction costs are shared equally and on a pro-rated basis between all accounts included in any such block.

Block trading may allow us to execute equity trades in a timelier, more equitable manner, at an average share price. Zions Capital Advisors, Inc. will typically aggregate trades among clients whose accounts can be traded at a given broker, and generally will rotate or vary the order of brokers through which it places trades for clients on any particular day. Zions Capital Advisors, Inc.'s block trading policy and procedures are as follows:

- 1) Transactions for any client account may not be aggregated for execution if the practice is prohibited by or inconsistent with the client's advisory agreement with Zions Capital Advisors,

Inc., or our firm's order allocation policy.

2) The trading desk in concert with the portfolio manager must determine that the purchase or sale of the particular security involved is appropriate for the client and consistent with the client's investment objectives and with any investment guidelines or restrictions applicable to the client's account.

3) The portfolio manager must reasonably believe that the order aggregation will benefit, and will enable Zions Capital Advisors, Inc. to seek best execution for each client participating in the aggregated order. This requires a good faith judgment at the time the order is placed for the execution. It does not mean that the determination made in advance of the transaction must always prove to have been correct in the light of a "20-20 hindsight" perspective. Best execution includes the duty to seek the best quality of execution, as well as the best net price.

4) Prior to entry of an aggregated order, a written order ticket must be completed which identifies each client account participating in the order and the proposed allocation of the order, upon completion, to those clients.

5) If the order cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated pro rata among the participating client accounts in accordance with the initial order ticket or other written statement of allocation. However, adjustments to this pro rata allocation may be made to participating client accounts in accordance with the initial order ticket or other written statement of allocation. Furthermore, adjustments to this pro rata allocation may be made to avoid having odd amounts of shares held in any client account, or to avoid excessive ticket charges in smaller accounts.

6) Generally, each client that participates in the aggregated order must do so at the average price for all separate transactions made to fill the order, and must share in the commissions on a pro rata basis in proportion to the client's participation. Under the client's agreement with the custodian/broker, transaction costs may be based on the number of shares traded for each client.

7) If the order will be allocated in a manner other than that stated in the initial statement of allocation, a written explanation of the change must be provided to and approved by the Chief Compliance Officer no later than the morning following the execution of the aggregate trade.

8) Zions Capital Advisors, Inc.'s client account records separately reflect, for each account in which the aggregated transaction occurred, the securities which are held by, and bought and sold for, that account.

9) Funds and securities for aggregated orders are clearly identified on Zions Capital Advisors, Inc.'s records and to the broker-dealers or other intermediaries handling the transactions, by the appropriate account numbers for each participating client.

10) No client or account will be favored over another.

Zions Capital Advisors, Inc. has an arrangement with National Financial Services LLC and

Fidelity Brokerage Services LLC (collectively, and together with all affiliates, "Fidelity") through which Fidelity provides our firm with "institutional platform services." The institutional platform services include, among others, brokerage, custody, and other related services. Fidelity's institutional platform services that assist us in managing and administering clients' accounts include software and other technology that (i) provide access to client account data (such as trade confirmations and account statements); (ii) facilitate trade execution and allocate aggregated trade orders for multiple client accounts; (iii) provide research, pricing and other market data; (iv) facilitate payment of fees from its clients' accounts; and (v) assist with back-office functions, recordkeeping and client reporting.

Fidelity also offers other services intended to help our firm manage and further develop its advisory practice. Such services include, but are not limited to, performance reporting, financial planning, contact management systems, third party research, publications, access to educational conferences, roundtables and webinars, practice management resources, access to consultants and other third party service providers who provide a wide array of business related services and technology with whom Zions Capital Advisors, Inc. may contract directly.

Zions Capital Advisors, Inc. is independently operated and owned and is not affiliated with Fidelity.

Fidelity generally does not charge its advisor clients separately for custody services but is compensated by account holders through commissions and other transaction-related or asset-based fees for securities trades that are executed through Fidelity or that settle into Fidelity accounts (i.e., transactions fees are charged for certain no-load mutual funds, commissions are charged for individual equity and debt securities transactions). Fidelity provides access to many no-load mutual funds without transaction charges and other no-load funds at nominal transaction charges.

As a result of receiving such services for no additional cost, we may have an incentive to continue to use or expand the use of Fidelity's services. We examined this potential conflict of interest when we chose to enter into the relationship with Fidelity and have determined that the relationship is in the best interests of Zions Capital Advisors, Inc.'s clients and satisfies our client obligations, including our duty to seek best execution. A client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where we determine in good faith that the commission is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, while Zions Capital Advisors, Inc. will seek competitive rates, to the benefit of all clients, we may not necessarily obtain the lowest possible commission rates for specific client account transactions. Although the investment research products and services that may be obtained by us will generally be used to service all of our clients, a brokerage commission paid by a specific client may be used to pay for research that is not used in managing that specific client's account.

Fidelity is providing Zions Capital Advisors, Inc. with certain brokerage and research products and services that qualify as "brokerage or research services" under Section 28(e) of the Securities Exchange Act of 1934 ("Exchange Act").

Zions Capital Advisors, Inc. participates in the Fidelity Wealth Advisor Solutions program. Wealth Advisor Solutions is a referral program designed to introduce high net worth investors to independent registered investment advisors. Zions Capital Advisors, Inc. does not pay a fee to participate in the Wealth Advisor Solutions Program. Our firm's participation in the program may raise potential conflicts of interest as Zions Capital Advisors, Inc. may have an incentive to recommend that our clients custody their assets with Fidelity.

Item 13 Review of Accounts

INVESTMENT MANAGEMENT SERVICES /TRUESIGHT STRATEGIES PROGRAM / STRATEGIC ADVISORY SERVICES / INSTITUTIONAL LIQUIDITY ACCOUNTS / RELATIONSHIP MANAGEMENT SERVICES

REVIEWS: While the underlying securities within managed (or, in the case of Relationship Management Services, monitored) accounts are continually monitored, these accounts are reviewed quarterly but no less than annually. Accounts are reviewed in the context of each client's stated investment objectives and guidelines. More frequent reviews may be triggered by material changes in variables such as the client's individual circumstances, or the market, political or economic environment.

These accounts are reviewed by the investment advisory representative assigned to the account.

REPORTS: In addition to the monthly statements and confirmations of transactions that clients receive from their broker-dealer, we can provide, upon request, quarterly reports summarizing account performance, balances and holdings.

FINANCIAL PLANNING SERVICES

REVIEWS: While reviews may occur at different stages depending on the nature and terms of the specific engagement, typically no formal reviews will be conducted for Financial Planning clients unless otherwise contracted for.

REPORTS: Financial Planning clients will receive a completed financial plan. Additional reports will not typically be provided unless otherwise contracted for.

CONSULTING SERVICES

REVIEWS: While reviews may occur at different stages depending on the nature and terms of the specific engagement, typically no formal reviews will be conducted for Consulting Services clients unless otherwise contracted for. Such reviews will be conducted by the client's account representative.

REPORTS: These client accounts will receive reports as contracted for at the inception of the advisory engagement.

Item 14 Client Referrals and Other Compensation

CLIENT REFERRALS

Our firm may pay referral fees to independent persons or firms ("Solicitors") for introducing clients to us. These Solicitors include affiliated firms. (See Item 10 of this Brochure for additional details).

Payment of referral fees for client referrals creates a potential conflict of interest to the extent that such a referral is not unbiased and the solicitor is, at least partially, motivated by financial gain. Therefore, Zions Capital Advisors may be referred to a prospective client even though our advisory services may not be the best suited to the prospective client's circumstances or when entering into an advisory relationship with us is not, overall, in the best interest of the client. As these situations represent a conflict of interest, we have established the following restrictions in order to ensure our fiduciary responsibilities:

- All such referral fees are paid in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940, and any applicable state securities law requirements;
- Any such referral fee will be paid solely from our investment management fee, and will not result in any additional charge to the client;
- All referred clients will be carefully screened to ensure that our fees, services, and investment strategies are suitable to their investment needs and objectives.

Zions Capital Advisors, Inc. also receives compensation for making referrals to an affiliated investment firm.

It is Zions Capital Advisors, Inc.'s policy not to accept or allow our related persons to accept any form of compensation, including cash, sales awards or other prizes, from a non-client in conjunction with the advisory services we provide to our clients.

OTHER COMPENSATION

From time to time and as part of our financial planning process, we may recommend insurance or annuity policies and place clients with life insurance companies through an arrangement with our affiliate, Zions Insurance Agency via Ceterra Financial Services. Zions Capital Advisors may participate in any revenue or commissions generated for such a transaction. We may or may not choose to pass on a portion of these revenues to our representatives.

Item 15 Custody

As previously disclosed in the "Fees and Compensation" section (Item 5) of this Brochure, our firm directly debits advisory fees from client accounts.

As part of this billing process, the client's custodian is advised of the amount of the fee to be deducted from that client's account. On at least a quarterly basis, the custodian is required to send to the client a statement showing all transactions within the account during the reporting

period.

Because the custodian does not calculate the amount of the fee to be deducted, it is important for clients to carefully review their custodial statements to verify the accuracy of the calculation, among other things. Clients should contact us directly if they believe that there may be an error in their statement.

Zions Capital Advisors, Inc. is also deemed to have custody of certain non-conforming client assets held with Zions Trust, National Association (Zions Trust), an affiliated trust company under common control, ownership, management and shared operations. Zions Trust is a qualified custodian and neither Zions Capital Advisors nor Zions Trust receives any additional compensation or consideration for custodial services provided.

Item 16 Investment Discretion

Clients may hire us to provide discretionary asset management services, in which case we place trades in a client's account without contacting the client prior to each trade to obtain the client's permission.

Our discretionary authority includes the ability to do the following without contacting the client:

- determine the security to buy or sell; and/or
- determine the amount of the security to buy or sell

Clients give us discretionary authority when they sign a discretionary agreement with our firm, and may limit this authority by giving us written instructions. Clients may also change/amend such limitations by once again providing us with written instructions.

Item 17 Voting Client Securities

We vote proxies for all client accounts; however, you always have the right to vote proxies yourself. You can exercise this right by instructing us in writing to not vote proxies in your account.

We will vote proxies in the best interests of its clients and in accordance with our established policies and procedures. Our firm will retain all proxy voting books and records for the requisite period of time, including a copy of each proxy statement received, a record of each vote cast, a copy of any document created by us that was material to making a decision how to vote proxies, and a copy of each written client request for information on how the adviser voted proxies. If our firm has a conflict of interest in voting a particular action, we will notify the client of the conflict and retain an independent third-party to cast a vote.

Clients may obtain a copy of our complete proxy voting policies and procedures by contacting their investment adviser representative by telephone, email, or in writing. Clients may request, in writing, information on how proxies for his/her shares were voted. If any client requests a

copy of our complete proxy policies and procedures or how we voted proxies for his/her account(s), we will promptly provide such information to the client.

We will neither advise nor act on behalf of the client in legal proceedings involving companies whose securities are held in the client's account(s), including, but not limited to, the filing of "Proofs of Claim" in class action settlements. If desired, clients may direct us to transmit copies of class action notices to the client or a third party. Upon such direction, we will make commercially reasonable efforts to forward such notices in a timely manner.

With respect to ERISA accounts, we will vote proxies unless the plan documents specifically reserve the plan sponsor's right to vote proxies. To direct us to vote a proxy in a particular manner, clients should contact their investment adviser representative by telephone, email, or in writing.

You can instruct us to vote proxies according to particular criteria (for example, to always vote with management, or to vote for or against a proposal to allow a so-called "poison pill" defense against a possible takeover). These requests must be made in writing. You can also instruct us on how to cast your vote in a particular proxy contest by contacting your investment adviser representative.

Item 18 Financial Information

Under no circumstances do we require or solicit payment of fees in excess of \$1,200 per client more than six months in advance of services rendered. Therefore, we are not required to include a financial statement.

As an advisory firm that is deemed to have custody of certain client accounts, through bill paying or otherwise, we are required to disclose any financial condition that is reasonably likely to impair our ability to meet our contractual obligations. Zions Capital Advisors has no adverse financial circumstances to report.

Zions Capital Advisors has not been the subject of a bankruptcy petition at any time during the past ten years.

Part 2B of Form ADV: *Brochure Supplement*

Portfolio Management

Scott R. Burnett
G Mark Hill
Alan C. Last
Diane K. Veltri
Jared M. Hansen

Zions Capital Advisors, Inc.
One South Main Street
12th Floor
Salt Lake City, UT 84133

10/01/2014

This brochure supplement provides information about the individual(s) listed above that supplements the Zions Capital Advisors, Inc. brochure. You should have received a copy of that brochure. Please contact Lincoln Taylor at 801-844-8684 if you did not receive Zions Capital Advisors, Inc.'s brochure or if you have any questions about the contents of this supplement. Registration with the SEC does not imply any particular level of skill or training.

Additional information about the individual(s) listed above is available on the SEC's website at www.adviserinfo.sec.gov. Their CRD numbers are as follows:

Scott R. Burnett - 1024776
G. Mark Hill - 4639889
Alan C. Last - 5027250
Diane K. Veltri - 1909686
Jared M. Hansen - 5863352

Item 2 Educational Background and Business Experience

Full Legal Name: Scott R. Burnett **Born:** 1957

Education

- Brigham Young University; B.S., Business Management; 1981

Business Experience

- Zions Capital Advisors, Inc. (formerly Contango Capital Advisors, Inc.); Director of Fixed Income Strategies; from 12/2005 to current
- Wells Fargo Brokerage Services; Sales Manager; from 09/2000 to 11/2005

Item 3 Disciplinary Information

Scott R. Burnett has no reportable disciplinary history.

Item 4 Other Business Activities

A. Investment-Related Activities

1. Scott R. Burnett is also engaged in the following investment-related activities:

Registered representative of a broker-dealer

Scott R. Burnett is separately licensed as a registered representative of Zions Direct, Inc. ("Zions Direct"), an affiliated broker-dealer. As a result of his dual registrations, Scott, in his separate capacity as a registered representative of Zions Direct, can effect securities transactions for which he will receive separate, yet customary compensation.

2. Scott R. Burnett does not receive commissions, bonuses or other compensation on the sale of securities or other investment products.

B. Non Investment-Related Activities

Scott R. Burnett is not engaged in any other business or occupation that provides substantial compensation or involves a substantial amount of his time.

Item 5 Additional Compensation

Scott R. Burnett does not receive any economic benefit from a non-advisory client for the provision of advisory services.

Item 6 Supervision

Supervisor: Perry Piazza, Jr.

Title: Director Investment Strategy

Phone Number: 415-677-6730

We disclose to clients the existence of all material conflicts of interest, including the potential for our firm and our employees to earn compensation from advisory clients in addition to our firm's advisory fees. We disclose to clients that they are not obligated to purchase recommended investment products from our employees or affiliated companies.

We require that our employees seek prior approval of any outside employment activity so that we may ensure that any conflicts of interests in such activities are properly addressed. We periodically monitor these outside employment activities to verify that any conflicts of interest continue to be properly addressed by our firm.

We educate our employees regarding the responsibilities of a fiduciary, including the need for having a reasonable and independent basis for the investment advice provided to clients.

We collect, maintain and document accurate, complete and relevant client background information, including the client's financial goals, objectives and risk tolerance. Each advisor conducts regular reviews of each of their respective client's accounts to verify that all recommendations made to a client are suitable to the client's needs and circumstances. Advisors will review accounts periodically, but not less than annually.

We have adopted a formal compliance program designed to prevent, detect and correct any actual or potential violations by the adviser or its supervised persons of the Advisers act, and other federal securities laws and rules adopted under the advisers Act. Our IA Policies and Procedures are designed to meet the requirements of the SEC IA Compliance Programs Rule and to assist the firm and our supervised persons in preventing, detecting, and correcting violations of law, rules and our policies.

Our IA Policies and Procedures cover many areas of the firm's businesses and compliance requirements. Each section provides the firm's policy on the topic and provides our firm's procedures to ensure that the particular policy is followed.

Item 2 Educational Background and Business Experience

Full Legal Name: G. Mark Hill **Born:** 1977

Education

- Weber State University, Ogden, UT; BS, Accounting; 2005

Business Experience

- Zions Capital Advisors, Inc. (formerly Contango Capital Advisors, Inc.); Portfolio Manager; from 03/2012 to Current
- Zions Direct; Financial Advisor; from 11/2006 to 03/2012
- Zions Bank; Commercial Real Estate Loan Underwriter; from 03/2006 to 10/2006
- Big West Oil; Crude Oil Accountant; from 01/2006 to 2/2006
- Jim Barlow Advisors; Financial Advisor Assistant; from 02/2003 to 12/2005

Item 3 Disciplinary Information

G. Mark Hill has no reportable disciplinary history.

Item 4 Other Business Activities

A. Investment-Related Activities

1. G. Mark Hill is also engaged in the following investment-related activities:

Registered representative of a broker-dealer

G. Mark Hill is separately licensed as a registered representative of Zions Direct, Inc. ("Zions Direct"), an affiliated broker-dealer. As a result of his dual registration, Mark, in his separate capacity as a registered representative of Zions Direct, can effect securities transactions for which he will receive separate, yet customary compensation.

2. G. Mark Hill does not receive commissions, bonuses or other compensation on the sale of securities or other investment products.

B. Non Investment-Related Activities

G. Mark Hill is not engaged in any other business or occupation that provides substantial compensation or involves a substantial amount of his time.

Item 5 Additional Compensation

G. Mark Hill does not receive any economic benefit from a non-advisory client for the provision of advisory services.

Item 6 Supervision

Supervisor: Scott Burnett

Title: Director of Fixed Income

Phone Number: 801-844-7740

We disclose to clients the existence of all material conflicts of interest, including the potential for our firm and our employees to earn compensation from advisory clients in addition to our firm's advisory fees. We disclose to clients that they are not obligated to purchase recommended investment products from our employees or affiliated companies.

We require that our employees seek prior approval of any outside employment activity so that we may ensure that any conflicts of interests in such activities are properly addressed. We periodically monitor these outside employment activities to verify that any conflicts of interest continue to be properly addressed by our firm.

We educate our employees regarding the responsibilities of a fiduciary, including the need for having a reasonable and independent basis for the investment advice provided to clients.

We collect, maintain and document accurate, complete and relevant client background information, including the client's financial goals, objectives and risk tolerance. Each advisor conducts regular reviews of each of their respective client's accounts to verify that all recommendations made to a client are suitable to the client's needs and circumstances. Advisors will review accounts periodically, but not less than annually.

We have adopted a formal compliance program designed to prevent, detect and correct any actual or potential violations by the adviser or its supervised persons of the Advisers Act, and other federal securities laws and rules adopted under the Advisers Act. Our IA Policies and Procedures are designed to meet the requirements of the SEC IA Compliance Programs Rule and to assist the firm and our supervised persons in preventing, detecting, and correcting violations of law, rules and our policies.

Our IA Policies and Procedures cover many areas of the firm's businesses and compliance requirements. Each section provides the firm's policy on the topic and provides our firm's procedures to ensure that the particular policy is followed

Item 2 Educational Background and Business Experience

Full Legal Name: Alan C. Last **Born:** 1976

Education

- University of Utah; MBA, Business; 2005
- Brigham Young University; B.S., Business; 2001

Business Experience

- Zions Capital Advisors, Inc. (formerly Contango Capital Advisors, Inc.); Portfolio Manager; from 01/2005 to current
- U.S. Bank; Investment Management Associate; from 01/2001 to 01/2005

Item 3 Disciplinary Information

Alan C. Last has no reportable disciplinary history.

Item 4 Other Business Activities

A. Investment-Related Activities

1. Alan C. Last is not engaged in any other investment-related activities.
2. Alan C. Last does not receive commissions, bonuses or other compensation on the sale of securities or other investment products.

B. Non Investment-Related Activities

Alan C. Last is the joint owner of a company called Metro 57. Metro 57 sells dress shirts, ties, and other professional attire for the working man. He may on occasion sell to other Zions Bancorp employees. He is engaged in this activity outside of normal business hours and is compensated 50% of the profits.

Item 5 Additional Compensation

Alan C. Last does not receive any economic benefit from a non-advisory client for the provision of advisory services.

Item 6 Supervision

Supervisor: Scott Burnett

Title: Director of Fixed Income

Phone Number: 801-844-7740

We disclose to clients the existence of all material conflicts of interest, including the potential for our firm and our employees to earn compensation from advisory clients in addition to our firm's advisory fees. We disclose to clients that they are not obligated to purchase recommended investment products from our employees or affiliated companies.

We require that our employees seek prior approval of any outside employment activity so that we may ensure that any conflicts of interests in such activities are properly addressed. We periodically monitor these outside employment activities to verify that any conflicts of interest continue to be properly addressed by our firm.

We educate our employees regarding the responsibilities of a fiduciary, including the need for having a reasonable and independent basis for the investment advice provided to clients.

We collect, maintain and document accurate, complete and relevant client background information, including the client's financial goals, objectives and risk tolerance. Each advisor conducts regular reviews of each of their respective client's accounts to verify that all recommendations made to a client are suitable to the client's needs and circumstances. Advisors will review accounts periodically, but not less than annually.

We have adopted a formal compliance program designed to prevent, detect and correct any actual or potential violations by the adviser or its supervised persons of the Advisers act, and other federal securities laws and rules adopted under the advisers Act. Our IA Policies and Procedures are designed to meet the requirements of the SEC IA Compliance Programs Rule and to assist the firm and our supervised persons in preventing, detecting, and correcting violations of law, rules and our policies.

Our IA Policies and Procedures cover many areas of the firm's businesses and compliance requirements. Each section provides the firm's policy on the topic and provides our firm's procedures to ensure that the particular policy is followed.

Item 2 Educational Background and Business Experience

Full Legal Name: Diane K. Veltri **Born:** 1954

Education

Diane K. Veltri has attended the University of Utah where she studied Finance, Economics, and General Studies.

Diane K. Veltri has also taken and passed the FINRA Series 7, 63 and 65 exams as required by the industry. These exams are comprehensive in nature and require a minimum passing score. Once these exams are passed, she is also required to regularly complete ongoing training and education as mandated by the industry.

Business Experience

- Zions Capital Advisors, Inc. (formerly Contango Capital Advisors, Inc.); Fixed Income Portfolio Manager; from 01/2005 to current
- Fidelity Investments; Premium Services Representative; from 01/2003 to 01/2005
- Wells Capital Management; Institutional Trader/Performance Analyst; from 01/1999 to 02/2003

Item 3 Disciplinary Information

Diane K. Veltri has no reportable disciplinary history.

Item 4 Other Business Activities

A. Investment-Related Activities

1. Diane K. Veltri is also engaged in the following investment-related activities:

Registered representative of a broker-dealer

Diane K. Veltri is separately licensed as a registered representative of Zions Direct, Inc. ("Zions Direct"), an affiliated broker-dealer. As a result of her dual registration, Diane, in her separate capacity as a registered representative of Zions Direct, can effect securities transactions for which she will receive separate, yet customary compensation.

2. Diane K. Veltri does not receive commissions, bonuses or other compensation on the sale of securities or other investment products.

B. Non Investment-Related Activities

Diane K. Veltri is not engaged in any other business or occupation that provides substantial compensation or involves a substantial amount of her time.

Item 5 Additional Compensation

Diane K. Veltri does not receive any economic benefit from a non-advisory client for the provision of advisory services.

Item 6 Supervision

Supervisor: Scott Burnett

Title: Director of Fixed Income

Phone Number: 801-844-7740

We disclose to clients the existence of all material conflicts of interest, including the potential for our firm and our employees to earn compensation from advisory clients in addition to our firm's advisory fees. We disclose to clients that they are not obligated to purchase recommended investment products from our employees or affiliated companies.

We require that our employees seek prior approval of any outside employment activity so that we may ensure that any conflicts of interests in such activities are properly addressed. We periodically monitor these outside employment activities to verify that any conflicts of interest continue to be properly addressed by our firm.

We educate our employees regarding the responsibilities of a fiduciary, including the need for having a reasonable and independent basis for the investment advice provided to clients.

We collect, maintain and document accurate, complete and relevant client background information, including the client's financial goals, objectives and risk tolerance. Each advisor conducts regular reviews of each of their respective client's accounts to verify that all recommendations made to a client are suitable to the client's needs and circumstances. Advisors will review accounts periodically, but not less than annually.

We have adopted a formal compliance program designed to prevent, detect and correct any actual or potential violations by the adviser or its supervised persons of the Advisers Act, and other federal securities laws and rules adopted under the Advisers Act. Our IA Policies and Procedures are designed to meet the requirements of the SEC IA Compliance Programs Rule and to assist the firm and our supervised persons in preventing, detecting, and correcting violations of law, rules and our policies.

Our IA Policies and Procedures cover many areas of the firm's businesses and compliance requirements. Each section provides the firm's policy on the topic and provides our firm's procedures to ensure that the particular policy is followed.

Item 2 Educational Background and Business Experience

Full Legal Name: Jared M. Hansen **Born:** 1982

Education

- Westminster College, Salt Lake City, UT; B.S., Business Management; 2008

Business Experience

- Zions Capital Advisors, Inc. (formerly Contango Capital Advisors, Inc.); Portfolio Manager; from 06/2012 to Current
- Unemployed; Unemployed; from 04/2012 to 06/2012
- Goldman Sachs; Equity Derivative Analyst; from 11/2010 to 03/2012
- Discover Financial Services; Team Manager/Coach; from 10/2007 to 10/2010
- Discover Financial Services; Senior Debt Collector; from 08/2004 to 09/2007

Item 3 Disciplinary Information

Jared M. Hansen has no reportable disciplinary history.

Item 4 Other Business Activities

A. Investment-Related Activities

1. Jared M. Hansen is not engaged in any other investment-related activities.

2. Jared M. Hansen does not receive commissions, bonuses or other compensation on the sale of securities or other investment products.

B. Non Investment-Related Activities

Jared M. Hansen is not engaged in any other business or occupation that provides substantial compensation or involves a substantial amount of his time.

Item 5 Additional Compensation

Jared M. Hansen does not receive any economic benefit from a non-advisory client for the provision of advisory services.

Item 6 Supervision

Supervisor: Scott R. Burnett

Title: Director of Fixed Income

Phone Number: 801-844-7740

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Our IA Policies and Procedures cover many areas of the firm's businesses and compliance requirements. Each section provides the firm's policy on the topic and provides our firm's procedures to ensure that the particular policy is followed.

FACTS**WHAT DOES ZIONS CAPITAL ADVISORS (“Zions Capital”) DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and assets
- income and account balances
- transaction history and credit history

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Zions Capital chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Zions Capital share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	Yes	Yes
For our affiliates to market you	Yes	Yes
For nonaffiliates to market you	No	We don't share

To limit our sharing

- Call 888-557-7390 and speak with a Zions Capital customer service representative

Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call 888-557-7390

What we do

<p>How does Zions Capital protect my personal information?</p>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We also restrict access to non-public personal information about you to those employees who have a need to know such information.</p>
<p>How does Zions Capital collect my personal information</p>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ open an account or provide account information ▪ seek advice about your investments or enter into an investment advisory contract ▪ show your government-issued ID <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<p>Why can't I limit all sharing?</p>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
<p>What happens when I limit sharing for an account I hold jointly with someone else?</p>	<p>Your choices will apply to everyone on your account.</p>

Definitions

<p>Affiliates</p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>Our affiliates include, but not limited to, Amegy Bank, California Bank & Trust, National Bank of Arizona, Nevada State Bank, Vectra Bank Colorado, Zions Bank, Amegy Investments, Inc., Zions Trust, and Zions Direct, Inc.</i>
<p>Nonaffiliates</p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>Zions Capital does not share with nonaffiliates so they can market to you.</i>
<p>Joint marketing</p>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ▪ <i>Our joint marketing partners include securities broker-dealers, insurance agents, and card issuers.</i>

Other important information

Depending on where you live, you may have additional privacy protections under some state laws. We will comply with applicable state laws before sharing non-public personal information about you. We may do this by sending a separate notice of those rights to you.

Nevada residents: We are providing you this notice pursuant to Nevada law. If you prefer not to receive marketing calls from us, you may be placed on our Internal Do Not Call List by calling 888-557-7390, or writing us at One South Main St., 12th Floor, Salt Lake City, UT 84133. For more information contact us at the address above, or email contact@contangoadvisors.com. You may also contact the Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Ave., Ste. 3900, Las Vegas, NV 89101; telephone: 702-486-3132; email: BCPINFO@ag.state.nv.us.

California: We do not share personal information for consumer accounts with a California mailing address with nonaffiliates and affiliates for marketing purposes. We will limit all other sharing as applicable under California law.

Vermont residents: We will limit sharing as applicable under Vermont law.

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
FEBRUARY 2, 2016

Agenda Item: J

TITLE:	Identifying and Approving Interim Funding for 2016 Winter Snow Removal of Approximately 4.5 Miles on Geyser Pass Road, a San Juan County Road, and Associated Parking Areas Located in the Forest Service
FISCAL IMPACT:	\$14,400.00 For the Months of February and March. Up to 12 trips, 10 hrs per trip at \$120.00 per hour.
PRESENTER(S):	Bill Jackson, Road Supervisor

Prepared By:

Bill Jackson
Roads Supervisor
435-259-5308

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve interim funding from _____ for 2016 winter snow removal on Geyser Pass Road and associated parking areas located in the Forest Service and authorize the Chair to sign all associated documents.

BACKGROUND:

San Juan County has not been Plowing Geyser Pass Road scenes mid December 2015 due to extreme snow events in the southern areas in San Juan County. Prior to December 2015 San Juan County has performed snow removal on Geyser pass road beginning in the winter of 2007 and by all accounts has performed admirably. Thus, I believe that San Juan County has the needed equipment and know how to continue with the snow removal on Geyser Pass Road located in San Juan County on Forrest Service land. A possible solution in the event that San Juan County could not plow Geyser in a timely manner, such as extreme events of 2015 winter, they could request Grand County Road Department to help keep the road open and then San Juan County could mobilize their specialized equipment to wing back the snow. The GCR Department would of course have to evaluate its availability and require reimbursement as well.

Some issues to consider:

1. Interim funding for snow removal
2. Grand County does not have the proper equipment for this type of winter snow removal. Does Grand County want to provide long term snow removal on Geyser Pass road or only when San Juan requests assistance and where would the funding come from for equipment and operations.
3. What liability would Grand County be exposed to in the interim (February/March 2016) without an agreement with San Juan County.
4. Will the Forrest Service/San Juan County be willing to provide a gate near the Geyser Pass and Loop Road intersection to control access while snow removal operations are taking place? Will the FS/SJ County provide, install and maintain any signage that might be identified to aid in public education and or safety? Will the FS/SJ County be willing to provide, install and maintain delineators along the route for shoulder location?
5. Would the FS/SJ County cut back slopes in areas that need additional room for snow storage?
6. Who would determine when snow removal is needed and who will determine if and when the road needs to be temporarily closed for safety reasons due to lack of snow removal due to priorities?
7. As a reminder, In the event that Grand County provides snow removal

either in the interim or long term, Geyser Pass Road is a recreational road. Therefore, is not a priority road for snow removal above School Bus routes, Emergency situations, Residents.

ATTACHMENT(S):

1. Letter dated 5/01/2007 from San Juan County with a list of associated roads
2. Interlocal Agreement from 1989/1990
3. Letter dated 2/14/1984 from San Juan County



SAN JUAN COUNTY COMMISSION

Bruce B. Adams - Chairman
Kenneth Maryboy - Vice-Chairman
Lynn H. Stevens - Commissioner
Rick M. Bailey - Administrator

May 1, 2007

Grand County Council
Mr. Jim Lewis - Chair
125 E. Center
Moab, Utah 84532

Dear Mr. Lewis:

The San Juan County Commission and the Road Department has reviewed the attached list of roads that Grand County has maintained since 1989. Though Grand County has put every effort to keep the roads in good condition, it has become apparent that San Juan County needs to take a more active role, not only in the maintenance, but in the addition of new roads. Effective May 1, 2007, San Juan County will start maintaining the designated roads Grand County has done for the last seventeen (17) years.

San Juan County appreciates all the time and effort Grand County has made to maintain the designated roads within the Agreement of 1989, but it is time for San Juan County to take a more active role in the maintenance of its roads. Grand and San Juan Counties are experiencing unprecedented growth and it is becoming more evident that each county needs to reevaluate the needs and wants of their communities and residents.

San Juan County hopes there will always be the good relations that we have had in the past and will be able to work together in the best interests of their communities in future projects.

Sincerely,

Bruce B. Adams - Chairman
San Juan County Commission

cc: Walter Bird - County Attorney
Grand County Road Department

**GRAND COUNTY AGREEMENT ROADS
AS OF JANUARY 22, 2007**

ROAD #	NAME OF ROAD	MILEAGE	NATURAL	GRAVEL	PAVED	WEIGHTED
1011	Avilla Lane	0.10		0.10		0.20
1021	W. Coronado	0.20		0.20		0.40
1031	Cabrillo Street	0.15		0.15		0.30
1131	Scrub Oak Drive	0.30		0.30		0.60
126	Geyser Pass	7.80		7.80		15.60
127	La Sal Loop	15.00			15.00	75.00
128	Pack Creek	3.00		0.30	2.70	14.10
129	Yellow Circle	2.20	0.70	1.50		3.70
1311	Sunshine Circle	0.10		0.10		0.20
1371	McElhaney S.	0.20			0.20	1.00
1381	McElhaney N.	0.04			0.04	0.20
1391	Quail Court	0.05			0.05	0.25
1401	Pheasant Court	0.05			0.05	0.25
1411	Bobcat Lane	0.20			0.20	1.00
142	South Fork	11.00	11.00			11.00
145	Kane Springs	5.60	3.20	2.40		8.00
1471	North Mt. Peale	0.15		0.15		0.30
1481	West Mt. Peale	0.15		0.15		0.30
157	Spanish Valley Pit Road	1.10		1.10		2.20
1571	East Allen Street	0.50		0.50		1.00
1581	Spielman Lane	0.02		0.02		0.04
1681	Luna Drive	0.20			0.20	1.00
1691	Merriam Court	0.13		0.13		0.26
1701	Rio Grande Drive	0.33		0.33		0.66
175	Ken's Lake	1.80		1.00	0.80	6.00
1841	Bobcat Court	0.05			0.05	0.25
185	Mt. Peale Drive	0.90			0.90	4.50
194	Old Airport	0.60			0.60	3.00
195	Sunny Acres	1.10			1.10	5.50
	TOTAL	53.02	14.90	16.23	21.89	156.81

INTERLOCAL AGREEMENT

COMES NOW, GRAND COUNTY, an entity, corporate and politic, existing under authority of law of the State of Utah and SAN JUAN COUNTY, a body corporate and politic, existing under the laws of the State of Utah and both entities having approved the following Agreement by resolution of the Board of County Commissioners of each county, do hereby enter into this agreement pursuant to the provisions of the Utah Interlocal Cooperation Act, 11-13-1, Utah Code Annotated, 1953 as amended.

RECITALS

This Agreement is to permit the parties hereinafter referred to as GRAND COUNTY and SAN JUAN COUNTY local government units under the act to make the most efficient use of their powers and on the basis of the mutual advantage to both entities will provide the following services in a manner specified in this agreement that will accord the best advantage by virtue of geographic and economic considerations with respect to the development, maintenance and service of the local roads herein defined and will provide the benefit of economies of scale and utilization of natural resources for the overall promotion of the general welfare of this state and of the parties herein.

AGREEMENT

1. DURATION: The provisions of this Agreement shall be in full force and effect for a period of ten (10) years. This Agreement supercedes and includes the provisions of that agreement

dated February 14, 1984, when Grand County agreed to maintain and improve approximately 2.3 miles of San Juan County road Numbered 126. All of that road is now included in the present agreement and this agreement shall embody and include the responsibility for maintenance of Road #126 in accordance with the terms of this agreement.

2. ADMINISTRATION: There shall be no additional authority or organizations formed as a result of this Interlocal Cooperation Agreement. The functions under this Agreement do not require any financing or additional funding authority and are administered by the County Governments as part of their regular duties to administer and maintain Class B roads.

3. PURPOSE: The purpose of this Agreement is to provide for a more economic maintenance of certain roads located within the boundaries of San Juan County. The primary access for these roads is obtained through Grand County, and Grand County residents are the primary users of these facilities. Additionally the roads can be better maintained and economies can be realized by limiting the distance of travel by San Juan County road crews to maintain these facilities. It is therefore anticipated that by such an Agreement the service will be increased, the facilities will be more adequately maintained, the response will be better and the resources of both entities will be conserved, and the public welfare of the taxpayers in each county will be increased.

4. FINANCING: It is anticipated that SAN JUAN COUNTY will retain and maintain on its Class B road list all of those roads and

in the mileage indicated in the following paragraph as these roads currently exist on the Class B road system for the State of Utah. Class B Roads properly maintained within the State system of roads are compensated to the County in which the roads lie by a formula established by the State of Utah Department of Transportation. SAN JUAN COUNTY agrees to transfer to GRAND COUNTY for the roads listed in Paragraph Five herein all B road money corresponding to those road numbers, names and mileage as specified in paragraph five. SAN JUAN COUNTY will pay said sums to GRAND COUNTY on a quarterly basis, as follows:

1st Quarter: January, February, & March	June 1st
2nd Quarter: April, May, & June	Sept. 1st
3rd Quarter: July, August & September	Dec. 1st
4th Quarter: October, November, & December	March 1st

each year that GRAND COUNTY maintains the roads, the first payment being for the 3rd quarter of 1989, and payment to be made by December 1st, 1989 and thereafter as per this agreement. All other costs and expenses of maintaining said roads in as good a condition as they presently exist and in accordance with standard road maintenance procedures shall be borne by GRAND COUNTY.

5. REGULAR MAINTENANCE: These roads shall receive regular attention in accordance with the standard road maintenance procedures and be a part of a regularly scheduled maintenance program. The roads shall be maintained in such a way as to remain on the State B Road System.

6. ROAD DESIGNATIONS: The following is the list of roads and mileage subject to this Agreement that GRAND COUNTY shall maintain

for SAN JUAN COUNTY:

<u>Road No.</u>	<u>Name</u>	<u>Mileage</u>
168	Potash	10.4
- 126	Geyser Pass	5.8
128	Pack Creek	1.2
175	Meador Ranch	1.8
157	Geyser Spur	1.0
129	(no name)	2.2
145	Cane Springs	4.3
194	Old Airport	0.7
195	Sunny Acres	0.2
- 126	Loop Road	<u>8.7</u>
	Total	36.3

(Location of above roads are shown on attached map.)

7. TERMINATION: In the event that either party shall desire to terminate this Agreement for breach of any term of this agreement or otherwise the parties at their option and upon three (3) months notice in writing may terminate any portion or all of this cooperative agreement and may resume the maintenance in accordance with their respective previous responsibilities.

8. INSPECTION/NOTICE: SAN JUAN COUNTY shall inspect said roads on a periodic basis and may review with the Grand County Road Maintenance Supervisor the scheduled maintenance and work performed on said roads on a yearly basis. Grand County agrees to maintain said roads on a schedule similar to other class "B" roads situated within the county.

State of Utah,)
)
) ss.
County of Grand)

This Agreement has been reviewed by the Grand County Commission and has been approved by Resolution of the Grand County Board of Commissioners on the 27th day of November, 1989 by:

COMMISSIONERS:

W. Hunter
Chairman:

Lorne Mullen
Commissioner

David Hunter
Commissioner

State of Utah)
)
) ss.
County of San Juan)

This Agreement has been approved by a Resolution of the Board of County Commissioners of San Juan County on the 8th day of January, 1989 by:

COMMISSIONERS:

Calvin Black
Chairman: Calvin Black

Ty Lewis
Commissioner Ty Lewis

Mark Maryboy
Commissioner: Mark Maryboy

San Juan County

MONTICELLO, UTAH 84535

COUNTY OFFICERS

KENNETH R. BAILEY, Commissioner
CALVIN BLACK, Commissioner
ROBERT R. LOW, Commissioner
GAIL L. DALTON, Clerk and Auditor
MARY LOU MOSHER, Recorder
BARBARA MONTELLA, Assessor
MARIAN BAYLES, Treasurer
S. RIGBY WRIGHT, Sheriff
BRUCE K. HALLIDAY, Attorney

February 14, 1984

Grand County Commission
Grand County Courthouse
Moab, Utah. 84532

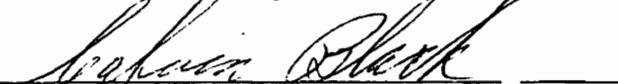
Dear Sirs:

Pursuant to your November 15, 1983, letter, requesting authority to maintain and improve approximately 2.3 miles of San Juan County Road No. 126, running from the intersection of San Juan County Roads 128 and 126 (M-4 Turnoff) to the Forest Boundary, please accept this letter as your authority to do so.

This letter is further evidence of San Juan County's agreement to pay for said maintenance and improvement at the same rate as monies received for County B Road maintenance for the mileage maintained. On a per year basis said payment shall be made to Grand County on or before December 15, each year that Grand County maintains that road section beginning with the year 1984.

Very truly yours,

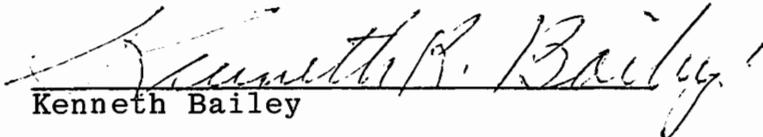
San Juan County Commissioners:



Calvin Black



Robert Low



Kenneth Bailey

**AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
FEBRUARY 2, 2016**

Agenda Item: K

TITLE:	Adopting 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 Blvd)
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

The County Council held a public hearing on January 19, 2016. As per the Council's policy, the public hearing closed on January 27, 2016.

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 the application is in conformance with the policies, intents, and requirements of the Land Use Code and General Plan.

BACKGROUND:

See Staff Report and DRAFT Ordinance

ATTACHMENT(S):

Staff Report
Draft Ordinance
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 a mix of housing types, price points, and rental level, with an expressed desire to provide 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. It is approved secondarily to the rezone request through administrative action, 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 review 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: _____

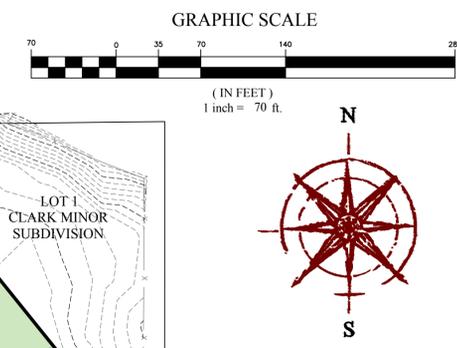
Those voting nay: _____

Absent: _____

ATTEST:

Diana Carroll, Clerk/Auditor

Elizabeth Tubbs, Chair



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	97
TOWNHOME UNITS	62
APARTMENT UNITS	60
TOTAL	219

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	4.26 ACRES
TOWNHOME	3.57 ACRES
APARTMENT	1.8 ACRES
TOTAL OPEN SPACE	9.63 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	4.26 ACRES
TOWNHOME OPEN SPACE	3.57 ACRES
APARTMENT OPEN SPACE	1.8 ACRES
TOTAL	11.07 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	
#	DESCRIPTION
1	
2	
3	
4	
5	
6	

Re-Zone Master Concept Plan

Scale: 1"=70' Drawn: TMR
 Date: 01/15/16 Job #: 15-287
 Sheet: **01**

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

RECEIVED
DEC 15 2015
PC

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.

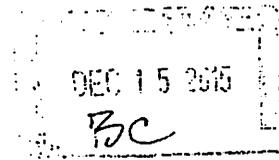
Water Usage W.M. Become a Problem w/ this Population Density!
Roads are not able to handle additional Travel safely.

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.

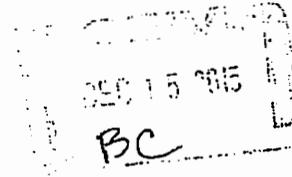
Respectfully,

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,

William H. Starbuck

December 15, 2015

2015
BC

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.

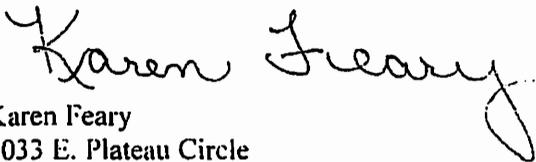
In looking at the map, it appears there is only one entrance/exit each for the development on both sides of Spanish Valley. Considering the density of the buildings and population, that is not adequate. A lot of traffic would be using Resource Blvd. to access the highway. It is not wide enough to accommodate 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; [Javlyn 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](#); [Javlyn Hawks](#); [Ken Ballantyne](#); [Ken Ballantyne \(kballantyne1@grandcountytah.net\)](#); [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: alen
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.

Glen Lathrop

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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; Javlyn 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; Javlyn Hawks; Ken Ballantyne ; Lynn Jackson; Marv 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**

Agenda Item: T

From: Harvey DeWitt
To: Council
Subject: comment on MFR-8 rezone and master plan (Arroyo Crossing)
Date: Sunday, January 17, 2016 6:27:26 PM

To: council@grandcountyutah.net

January 16, 2016
Grand County Planning Commission
125 E Center Street
Moab, Utah 84532

RE: MFR-8 rezone and master plan (Arroyo Crossing)

Planning Commission Members and Staff:

I own the property just south of Resource Blvd., adjacent to the proposed Arroyo Crossing Project at 2260 Spanish Valley Drive.

This proposal is for a very high density of dwellings that will change the character of the local community in a big way. I do not believe many of the current residents are in favor of such a major and fundamental change. I am against it for the following reasons:

There are not enough ingress and egress routes for additional traffic associated with this development. Already, there has been an incredible increase in traffic on Spanish Valley Drive including the recent trend of rental UTV's traveling in large groups. The rise in traffic volume along Spanish Valley Drive is a direct result from construction and new homes/condos further south in the valley. And there are more developments being considered (further south) which will add even more traffic. All of these projects should be considered as a whole when they use the same road.

Merging onto HWY 191 from Resource Blvd. is a challenge now, (especially during tourist season) without additional traffic. I believe a project such as this needs more than one egress route and it should include a direct link to a major highway such as HWY 191 with a merging lane. Otherwise, all traffic is forced to use Spanish Valley Drive.

I am not against low income housing, but I don't believe this is the proper place for it. I suggest that the Planning Commission conduct a study of traffic patterns of Spanish Valley that considers all the proposed developments, including Arroyo Crossing. Look at impacts on residents such as noise pollution, additional night lights, and other quality of life issues.

Will more traffic affect the many activities that use Spanish Valley Drive such as bike races, foot races, jeep safari, etc. that bring people here for the ambiance of a small beautiful town? When is enough, enough? We can destroy the thing that we love if we are not careful.

But even better, I support keeping the lot size to 1 acre and I oppose the zoning change.

Harvey DeWitt
2260 Spanish Valley Drive
hdewitt@gmx.com

Agenda Item: T

From: [Brad Ross](#)
To: [Council](#)
Subject: Proposed rezoning and development of 38.95 acres at 2022 Spanish Valley Dr.
Date: Monday, January 18, 2016 8:03:35 PM

Dear County Council members:

As a neighboring property owner on Spanish Valley Drive, I would like to express my concerns about the proposed rezoning of 38.95 acres at 2022 Spanish Valley Dr. This area is currently zoned for one-acre single family, residential dwellings. This zoning is, in my mind, quite consistent with maintaining the aesthetics, cultural sensitivity, congestion, and development needs of the area. Rezoning to allow over 200 family units on less than 40 acres will greatly mar the beauty of the area, create the potential for unplanned traffic congestion, diminish the integrity of the area for tourism, and devalue the nearby land areas.

The application promotes the development for its benefit to the area, however I feel that this type of development will detract from the visual impacts that bring people to Moab in the first place. The proposal calls for buildings that will be 28 feet in height, which will clutter the landscape and degrade the beauty of the area.

I am also very concerned about the huge traffic increase that will occur on a roadway that is frequent host to running races, bicycle tours and races, jeep safari parades, and more. Adding over 200 family units will undoubtedly increase traffic significantly. I understand the applicant is being required to provide a traffic plan; however, I haven't seen anything in the application thus far. Has the county developed a roadway plan that allows for development of this area, especially development of this size and impact?

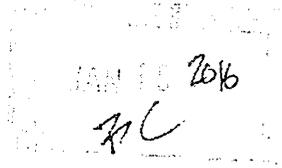
I purchased a small tract next to this area approximately 5 years ago. I have been working to improve the area with hopes of building a home there in the near future. Knowing that the area could be developed for large-tract, single-family housing, I was not concerned about my investment. However, this change in zoning and the subsequent high density housing does not fit in at all with the vision I have had for my property, nor maintaining the value of my investment.

For the concerns and reasons listed above, I would like to state that I am opposed to allowing this parcel to be rezoned and am asking that you consider maintaining the area as the original zoning was indicated.

Thank you for your consideration.

Brad Ross
55 Woodhaul Dr.
Delaware, OH 43015-5112
Owner of Parcel #56,957-G at 2240 Spanish Valley Dr., Moab, UT 84532

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



Agenda Item T

19 January 2016

Dear Grand County Council,

Regarding the re-zoning of the Arroyo Crossing (2022 Spanish Valley Drive):

There is no denying that Moab is in dire need of affordable housing, and no doubt that the Arroyo Crossing area will be developed for residential purposes. Even still, there does need to be care taken in how to go about developing the Arroyo Crossing area. I see two primary issues with the proposed subdivision as it relates to traffic patterns, and one issue as it relates to occupant density.

Firstly, I have noticed on the developer's map that there is a proposed roundabout on Spanish Valley Drive networking the neighborhoods on both sides of that road. Spanish Valley Drive is a major thoroughfare linking Moab all the way out to Pack Creek and beyond. Unfettered traffic through Spanish Valley is very important to most people in the extended Moab community. Furthermore, a number of bicycles use Spanish Valley, either as commute to town or to Resource Blvd, and other areas of business, or as part of the La Sal loop bicycle route. The hindrance of a roundabout is not appropriate on such a road, nor does it seem necessary.

Secondly, the proposed Arroyo Crossing neighborhood does not appear to have an outlet onto 191 so all traffic will be routed either on Spanish Valley, Starbuck Lane, or Resource Blvd. For my part, I can assure the council that both Starbuck Lane, and Resource Blvd, have a decent amount of pedestrian traffic. The increased traffic on the surrounding streets will tremendously disrupt the residents of the surrounding neighborhoods and prove to be a substantial burden.

Lastly, while Moab is in desperate need of affordable housing, large scale condos and apartment complexes four miles from the center of town hardly seems like the solution to our community's housing problem. Furthermore that type of housing is drastically out of step with the surrounding neighborhoods which boast large lot sizes and open spaces. Neighborhoods like this scream sprawl. A problem for cities with poor urban planning. This should hardly be an issue in a small, rural town like Moab, even as we grow.

The issue of residential density is compounded by the poor traffic pattern planning. I urge the council to not approve the proposed Arroyo Crossing development as it is currently presented.

Sincerely,

Hannah Russell

Grand County Council
125 East Center Street
Moab, UT 84532

January 14, 2015

ATTN: Grand County Council

Re: Re-zoning of the Arroyo Crossing (2022 Spanish Valley Drive, Moab, UT):

I am writing in regards to the proposed zoning change of Arroyo Crossing from Large Lot Residential to Multi-Family Residential. I have lived on Spanish Valley Drive adjacent to the proposed development from 2009 – 2011 and on nearby Plateau Circle from 2014 - present. My understanding is that this specific zoning change could increase the number of properties on this parcel from 100 units to 220 units. While I understand the need for affordable housing, I feel that this zoning change at this density would be incompatible with the surrounding neighborhoods for three reasons: density, traffic congestion, and potential for nightly rentals.

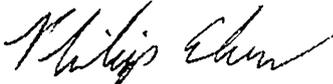
First, a major point of concern for me is the inconsistency in density in relation to the neighboring community. Lot sizes along Spanish Valley Drive and adjacent Plateau Circle and Buena Vista Drive areas are large. While a zoning of small-lot, single family properties would increase density, it is the inclusion of 62 townhomes and apartment complex that is blatantly incongruous with the neighborhood. The re-zoning of the Arroyo Crossing area to high density housing with an apartment complex, townhomes, and small single family lots is not suitable for the surrounding neighborhoods on Spanish Valley Drive, Plateau Circle, and Buena Vista Drive.

The increased traffic and lack of access to Highway 191 is my secondary concern. The road system, as constructed, cannot adequately accommodate the influx of 220 residences with limited access to Highway 191. Unlike high-density developments located further south in Spanish Valley, which are directly linked to the highway, the proximity of this re-zoning to Moab is such that it lacks direct access to the highway via South Plateau Road, thus channeling traffic through existing rural residences. Those that prefer to connect to the highway would likely pass through Starbuck Lane and Plateau Circle. It seems likely that Spanish Valley Drive could become the preferred route to town; however, it lacks a bike lane from this development to the confluence with Murphy Lane, and therefore, poses a safety hazard from increased traffic to those traveling by bicycle or foot. The increased traffic imposed upon the surrounding residential streets will tremendously disrupt the residents of the surrounding neighborhoods and prove to be a substantial burden.

Lastly, a neighborhood of this magnitude will inevitably include a substantial number of nightly rentals, as is the case in Coyote Run, Rim Village, and other condo complexes. This negates the issue of affordable housing. While regulating this kind of activity may be difficult, facilitating in the re-zoning that encourages this type of development is not in the interest of Grand County and its residents. Some of the benefits of living in areas zoned Large Lot Residential is open space, lack of light pollution, and diffused traffic patterns. The proposed Arroyo Crossing subdivision, as approved, will seriously infringe upon the existing nature of the surrounding community.

I ask the Council to please prohibit the increase in density from the re-zoning of the Arroyo Crossing subdivision. It is most assuredly not in the interests of Grand County and residents adjacent to the proposed development.

Thank you for your consideration,


Philip Adams
2021 Plateau Cir.
Moab, UT 84532

TO: County Council
Grand County Utah
25 E. Center St.
Moab, UT 84532

RECEIVED
JAN 13 2016

FROM: Keith and Michelle Gall
PO Box 3
Calumet MI 49913

RE: Proposed rezoning request for Arroyo Crossing Development Plan

Dear Council Members,

My husband and I are owners of a parcel adjacent to the western edge of the proposed Arroyo Crossing development.

When we personally discovered and fell in love with Moab, we searched for and bought our property with the intention of building our retirement home on it. Approval of this rezoning request would destroy most of the reasons we have for wanting to do so- loss of the privacy that the current zoning would ensure, and for the marvelous views, particularly to the east, which would be occupied by high density apartment buildings. We bought knowing the zoning of our land and that in the immediate vicinity, and to jump from LLR to the most dense option of MFR seems most extreme and would ruin all of the adjacent LLR that surrounds the proposed development on three sides.

Additionally, the plan appears to not comply with elements of the Grand County General Plan and the Grand County Land use code.

First, it exceeds the maximum allowable 50% of townhouse and multifamily residential units required by 5.4.1(c) of the Code. The proposal calls for 122 multi units and 98 single family lots.

Second, there doesn't appear to be Project Boundary Buffers as required by 5.4.1(b).

As to the General Plan, I am aware that it is advisory, but it was obviously developed at great expense and with a lot of public input and planning. This proposed development is contrary to Section 4.1 of the Future Land Use Plan, in that our property and that proposed to be developed has been designated as "Residential Infill" in the FLUP. That limits to no more than 3.2 single family dwellings per acre, and 50% open space set-aside.

In closing, my husband and I go on the record as vigorously opposing the proposed change in zoning.

Thank you for your consideration,

Michelle Gall

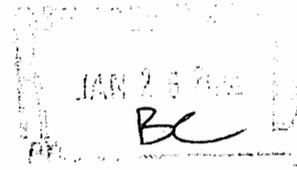


1-13-2016

Karen Feary
P. O. Box 208, Moab, UT 84532
(2033 Plateau Circle)

January 25, 2016

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



RE: Re-zone request for Arroyo Crossing development, 2022 Spanish Valley Drive

First, I want to express my concern on the process of requests for re-zoning and new development. I did not know about the preliminary presentation before the Planning Commission. I found out about it after the presentation and only by an e-mail received from one of my neighbors. I did track the notices and attended the public hearing at the County Council meeting last Tuesday (January 19) to discuss the request for a change in zoning for the Arroyo Crossing proposed development. There is a period of public comment due by February 1. I am submitting this letter as a response to the meeting and additional information. After February 1, what is the next step? I want to be sure I am involved in future considerations.

After the meeting on January 19, I am still very concerned about several items. First, the concern about the initial proposal of putting 220 units on 39 acres. That amounts to approximately 440 cars, and 440-500 people. All of the traffic will be entering/exiting onto Spanish Valley Drive; a narrow 2-lane road with no shoulder. Re-zoning to this intensity is not the best plan for this site.

Secondly, as the name indicates, there is an arroyo in the proposed area and there is an issue of drainage. Right now, there is a high level of cryptobiotic soil that helps defuse some of the water from rain storms. However, as pointed out, there are several culverts to help with the drainage. As some of the land owners adjacent to the proposed development indicated, they have already had issues with flooding and I think there will be more flooding with all the paved surfaces. The proposed retention ponds in the open space will not be adequate.

Third, my concern is a lack of some of the units identified for low-income housing. They have indicated that the additional housing will help with the middle-income housing needs. However, the immediate need is for low-income housing to help with the seasonal employment needs.

Please let me know what the next step is.

Sincerely,

A handwritten signature in cursive script that reads "Karen Feary".

Karen Feary
kfeary@msn.com

JAN 26 2010
BC

Dear Council members and Community,

Please view the accompanying page. It is my understanding that Horrocks Engineers, retained by Grand County produced this document about Storm Drain Master Plan. The Buena Vista Detention Pond is a NO Build zone indicated by the red.

I also must share history about the development of Buena Vista neighborhood. My own home was built (by the previous owner/builder) over the property line. Adjacent property owners, Linda and Lloyd McKinney, had to hire an attorney to resolve the matter. Another neighbor at 2251 Spanish Valley Dr had a similar situation. The Buena Vista house could not be built unless it had that extra footage. This neighbor did not fight it, settled for a few thousand dollars. Essentially my neighbors lost to development. The Arroyo Crossing development concerns me as far as building upon the Detention Pond.

Susie Taylor and John Odgen at 1949 Spanish Valley Drive has had sewage rise up out of a manhole cover onto their land. I have submitted a GRAMA form from Grand Water and Sewer to validate this story. I have not yet received the report. It is important information because as the sewage flow stands, with all of the ties into the conveyance past Arroyo Crossing from Spanish Valley use, it appears the system has heavy demand and can function improperly without adding 220- 270 more units with the proposed zone change at 2022 Spanish Valley Drive.

In addition, Grand County settled on the overlay for this Spanish Valley Drive property in 2012. I would have more confidence about this project if Grand County had been preparing for it in those years by updating the sewer lines, creating acceleration lanes from Resource Blvd or E San Jose Rd onto Hwy 191 North.

The home projects are comparable to Portal Vista housing on 400 North. The largest lot in Portal Vista sold for \$110,000 18 years ago. Today a 3 bedroom in Portal Vista is selling for \$239,000. Still seems steep price wise for moderate income housing, unless the county means to accept the apartments as affordable. In addition, I have attached photos of parking. More parking is to be planned for Arroyo crossing to keep parking off of sidewalks and streets. It is a shame to take away the zoning of 2022 Spanish Valley Drive, in a place where backyards could be enjoyed off of the traffic of Hwy 191. Something this tight packed would be suited for a Hwy 191 address, where people will be inside more and likely working 3- 5 jobs and hardly home to even enjoy home.

The zone change is not an intelligent decision. The county shall share the responsibility of crisis that result from matters laid out here in combination with the developers of this project. There is a need for development of this type. The infrastructure is lacking when the county had time to prepare for it.

Michele Hill
435-259-5884



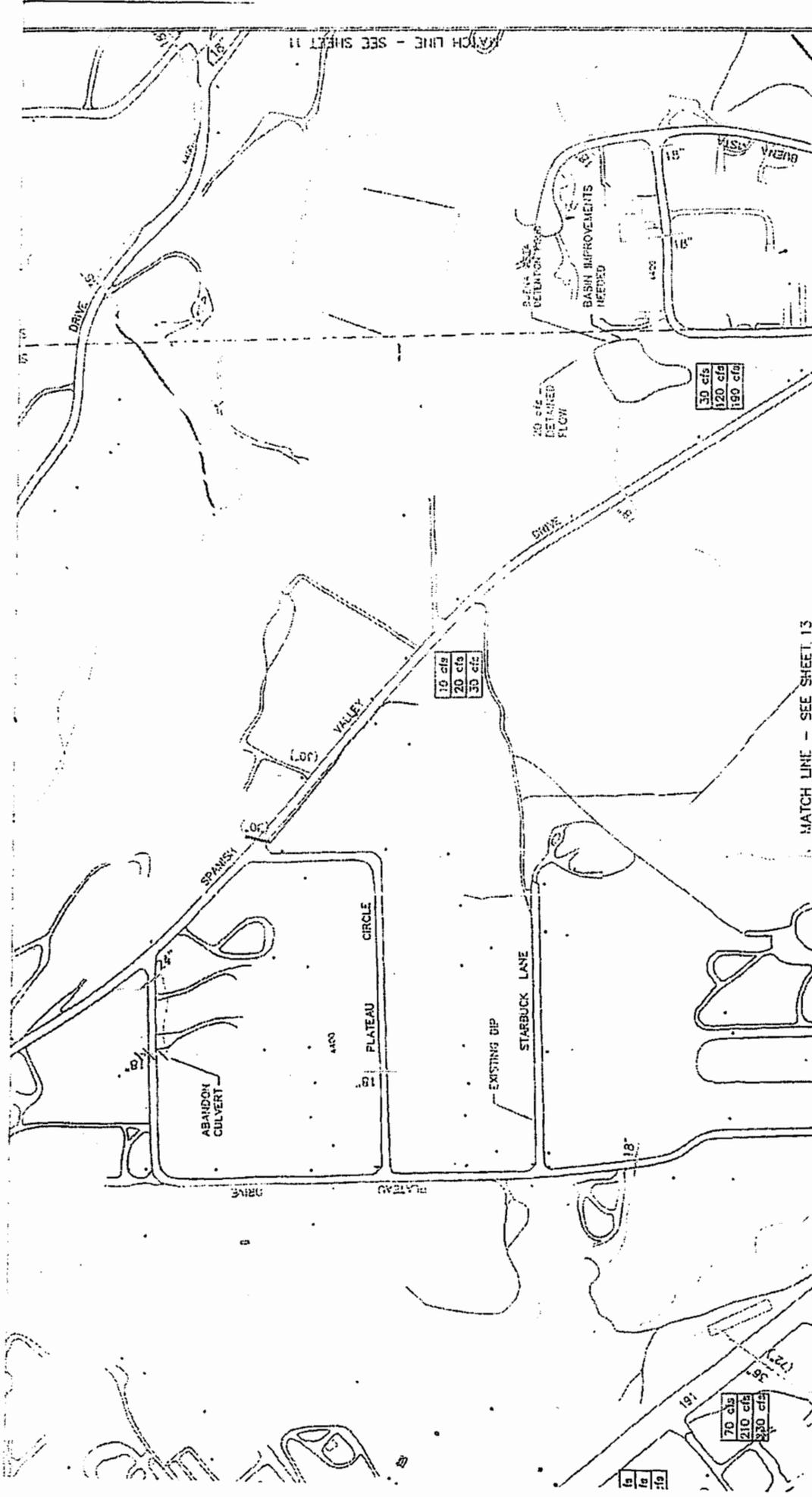
This Portal Vista – plan more land for parking.

Portal Vista has sidewalks. Cars park on the sidewalks.



Portal Vista – this 3 bedroom with garage is on .1 acre & for sale for \$239,000 according to realtor Becky Leftwich.





THE HORROCKS ENGINEERS ONE WEST MAIN P.O. BOX 377 ALDENHIT FORK (801) 753-5100	GRAND COUNTY STORM DRAIN MASTER PLAN		FIGURE 4-10	
	SCALE 1" = 100'	SHEET NO. 670	DATE 10/10/10	DRAWN BY XXX

Late

From: Bob-Margie Read
To: Council
Subject: Reject Arryo Crossing Re-Zone Request - Assured Housing Policy
Date: Thursday, January 28, 2016 2:50:58 PM

Please **Reject** the Arryo Crossing Master Plan at this time. All developers must be required to provide an Assured Housing Policy in their master Plan, but the county council must do their job first.

This Assured Housing Policy must be a well thought out policy and plan to make sure that Grand County and Moab has a strong Affordable Housing for our future. We are at a Major Crossroads on this issue.

Please take the time to read the following New York Times article on the situation in Vail, CO and Jackson, WY and you will get the gist of my thinking and where I feel Spanish Valley will be if the Grand County Council fails at this time to provide the proper planning on Affordable Housing to insure our future.

<http://nyti.ms/1SGqnrE>

Best Regards,

Bob Read
195 E 100 S
Moab, UT 84532
530-306-5648
bread1@comcast.net

assured housing policy that requires a certain percentage of new development is deed-restricted

Late

From: Janet Buckingham
To: Council
Subject: Arroyo Crossing Subdivision Comment
Date: Thursday, January 28, 2016 10:45:17 AM

January 28, 2015

Dear County Council:

I am writing with concerns about the zone change for the Arroyo Crossing area.

I appreciate the work the Planning Commission has done on reviewing this project and I have read it carefully. In concept, it's a good idea. It sounds thoughtfully planned out, attractive and apparently in concert with the MFR overlay district. All good.

My concerns are similar to those I expressed on the Carmichael rezone. All we really have here is an ambitious, pretty plan. There is nothing in writing that can guarantee that affordable housing is an important component of this plan. There is nothing that legally binds the developer to comply with Grand County's affordable housing needs before a rezone is granted. Granting a rezone to anyone without legal guarantees is irresponsible.

Other concerns are similar to the objections I had on the Carmichael rezone; however, the issues are magnified because of the enormous size of the PUD. The traffic impact to Spanish Valley Drive would be nearly catastrophic. Adding approximately 230 households to traffic driving to and from town and recreation sites would add impossible burden to Spanish Valley Dr. The road needs to be improved with shoulders, trails, and appropriate drainage BEFORE rezone or any large development is approved. Speed limits need to be rigidly enforced. Ingress and egress to somewhere other than Spanish Valley Drive needs to be developed. The potential traffic study has not been completed nor addressed and addressing it after rezone is unacceptable.

The fact that the relationship of the proposed development to existing properties has not been addressed is also unacceptable. It should matter very much to the County how a giant subdivision of this nature impacts an existing neighborhood. The drainage problem in the proposed Arroyo Crossing needs to be addressed and solved before any rezone takes place. My understanding is that properties in the Buena Vista subdivision on the east side of Spanish Valley Drive already have huge problems with water runoff. Please attend to existing problems before you

potentially create new ones.

I certainly recognize the need for affordable housing in Grand County, but I really have to ask you if you believe that building \$200-250,000 homes is the correct way to solve this problem. I haven't spoken to anyone who believes that this kind of development will really address the affordable housing emergency we are experiencing. We need rentals first. We need more developments like Cinema Court either in town or in proximity to bike paths so people can easily get to work. We need to work on ordinances that allow tiny home developments that hospitality workers might actually be able to afford. As I mentioned before, there are approximately 32 houses on the market around the \$200-\$250,000 price range and they are not selling. What sense does it make to flood the market with another two hundred homes that won't sell? People have to qualify for loans and have a down payment to purchase a home. And it really should matter what happens to the property values of existing homes in Grand County. Is it really a good strategy to flood the market with homes and completely crater the value of existing homes? I'm troubled by county staff that have said the desired outcome is to lower the price and value of all property in Moab. That may be okay for folks who have no plans to ever sell or move, but not everyone who moves here plans to stay forever or life situations force them to move away. Existing homeowners need to be able to sell their homes without taking huge losses.

I have a fear that the council will want to approve this rezone simply because the Carmichael rezone failed and you feel you need to do something – *anything* – to address the affordable housing issue and settle down the noise in the community. I understand the tendency to want to do that, but please, please do not approve this rezone without addressing the traffic, the improvement of Spanish Valley Drive, the drainage problems and obtaining a *legal guarantee* that affordable housing comes first.

Thank you for your service to our community.

Regards,

Janet Buckingham

Moab, UT

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
FEBRUARY 2, 2016
 Agenda Item: L

TITLE:	Approving an Independent, As-Needed Contractor to Serve as the Grand County Hearing Officer, which is the Land Use Appeal Authority as Defined in the Grand County Land Use Code
FISCAL IMPACT:	Minimal/Negligible; see item 7 of the contract
PRESENTER(S):	Zacharia Levine, Community Development Director

Prepared By:

 Zacharia Levine,
 Community
 Development
 Department

**FOR OFFICE REVIEW
 ONLY:**

Attorney Review:

 None requested

RECOMMENDATION:

Move to approve Craig Call as the contracted Grand County Hearing Officer effective February 1, 2016 through December 31, 2020 and authorize the Chair to sign all associated documents.

BACKGROUND:

On November 17, 2015, the Grand County Council voted unanimously (7-0) to change the County's land use appeals authority from a five-person Board of Adjustment to a single Hearing Officer. The Grand County Planning Commission ranked three candidates in preferred order from a list of ten candidates identified by the Community Development staff. Craig Call is the first choice of both Planning Commission and Community Development staff. Mr. Call's resume is attached, along with the second and third ranked candidates.

In 2005, the Utah Legislature passed the Land Use, Development, and Management Act (LUDMA), codified in Chapter 9a of Title 10 of the Utah Code for cities and Chapter 27a of Title 17 for counties. The act changed several aspects of land use regulation in Utah. One such change was the flexibility granted to cities and counties in their establishment of an appeals authority. Following LUDMA, cities and counties were free to utilize: a) one or more appeal authorities, and b) individual officials or multi-person boards. Grand County has officially executed this change, but now must select an individual to serve as its Hearings Officer.

ATTACHMENT(S):

1. Short list of candidates selected and CV/resumes, in preferred order
2. DRAFT hearing officer agreement (with Craig Call identified)

Potential candidates to serve as the Grand County Hearings Officer
(in preferred order)

Candidate	Affiliation	Contact
Craig Call, J.D.	Anderson, Call & Wilkinson; Utah Land Use Institute; Former Utah Property Rights Ombudsman	801/521-3434 craig_call@comcast.net
Michael Maloy, AICP	Senior Planner, Salt Lake City	Michael.maloy@slcgov.com
Thomas Dansie, AICP	Director of Community Development, Town of Springdale	dcd@infowest.com

Craig M. Call, J.D. – Background Information

In his thirty-nine year legal career, Mr. Call has been involved in a variety of business and professional ventures. His legal work has focused on mediation and arbitration, real estate development issues, impact fees, eminent domain, legislation/administrative codes, and municipal law. He has also been extensively involved in raising the professional level of land use practitioners through publications, seminars, and workshops, as well as by training local leaders through the Utah League of Cities and Towns and teaching at the University of Utah.

Education

- Juris Doctor, J. Reuben Clark Law School, BYU (1976 - Charter Class).
- Bachelor of Science: Business and Education, Brigham Young University (1972).

Experience

- Attorney, Anderson Call & Wilkinson PC. (2007-present). Represents municipalities, property owners, institutions, and agencies on land use, eminent domain, impact fee and municipal law issues. Argued successfully before the Utah Supreme Court and District Courts.
- Land Use Attorney (2007-2011) and City Attorney (2012-present) for the City of Providence, Utah. Associate City Attorney for North Ogden, Utah.
- Executive Director, Utah Land Use Institute. (1999-present). Published several books about Utah law and procedure (see below). Extensive speaking and training functions.
- Land Use Appeals Hearing Officer, Riverdale City (2010 to present); Salt Lake City (2012 to present); South Salt Lake (2012 to present); South Ogden City (2013 to present); and West Haven City (2015 to present). Acts as the Appeal Authority and an administrative law judge in lieu of a Board of Adjustment or other appeals body for these cities. Hears and resolves cases involving land use appeals, variances, zoning enforcement and other administrative issues (depending on jurisdiction).
- Adjunct Instructor, Dept. of Urban and Metropolitan Planning, Univ. of Utah. (2010-present).
- Trainer, Utah League of Cities and Towns; Utah Local Governments Trust. (2004-present). Principle instructor for Appeal Authority training for the League and consisted presenter on land use appeals, meeting management, impact fees, and related topics at the ULCT Spring and Fall Conferences and other venues.
- Utah's founding Property Rights Ombudsman. (1997 – 2007) Resolved thousands of disputes between property owners and local and state government entities. Mediator, arbitrator, and author of a number of advisory opinions resolving land use disputes. He also appeared before the Supreme Court of Utah as an amicus on behalf of his state agency.
- Municipal liaison and land use representative, Flying J Corporation. (1994-1997). CEO of Snake River Marketing Inc. and EnviroVault, Inc., subsidiaries of Flying J Corp. (1988-1994).
- Developer, Provo Town Square; Historic Utah, Inc. (1972-1988). General Contractor, Real Estate Broker and Leasing Agent, Developer and Manager. Restored several dozen buildings listed on the National Register of Historic Places in Utah and Idaho.

Government Service

- State Representative, Utah Legislature. (1985-1988).
- Member, Provo Municipal Council. (1982-1983).
- Field Office Director, Congressman James V. Hansen (R-UT). (1981). Covered Southeastern Utah Counties from Provo Field Office.

Honors and Awards

- *Utah Business Magazine* Legal Elite, Real Property Law Category, repeated years.
- J. Grant Iverson Service Award, Utah State Historical Society.
- Preservation Award, Utah Heritage Foundation.
- Outstanding Service to the Community, Faculty of the J. Reuben Clark Law School.

Professional Associations

- Admitted to practice before the Utah State Courts, the U.S. Federal Courts, and Supreme Court of the United States.
- Utah State Bar, Real Property, Appellate, Government Law and Alternative Dispute Resolution Sections.
- Utah Chapter, American Planning Association. (1996-2012).

Publications

- *Resolving Land Use and Impact Fee Disputes: Utah's Innovative Ombudsman Program, The Urban Lawyer* – The National Journal on State and Local Government Law, Fall 2010/Winter 2011.
- *Utah Land Use Deskbook* – 140 pp., Utah League of Cities and Towns, 2009, 2011. Lead author of publication vetted and polished by civic and business leaders.
- *Utah Law of Eminent Domain* – 280 pp., Utah Land Use Institute, 2008 - (updated annually).
- *Utah Impact Fee Handbook* – 90 pp., Utah Land Use Institute, 2009 - (updated annually).
- *Alternative Dispute Resolution for Right-of-Way Acquisition Agents*. 16 hour course with student manual, instructor manual, exams, and power point. International Right-of-Way Assn., 2006.
- *Utah Citizen's Guide to Land Use Regulation* – 270 pp., Utah Department of Natural Resources, 2005.
- *Chesterfield – Mormon Outpost in Idaho*. 90 pp. 1910. Compiled and published anthology through the Chesterfield Foundation and BYU Press. Won Mormon History Assn. award in 1980.

Representative Presentations and Speaking Engagements:

- American Bar Association Annual Conference, Toronto, Canada.
- Utah State Bar Association Annual Meeting, San Diego, CA.
- Utah Chapter, American Planning Association.
- Utah League of Cities and Towns – Appeal Authority Training (multiple times).
- Utah League of Cities and Towns – Spring and Fall Conferences.
- Utah Chapter, American Public Works Association.
- Southern Utah Home Builders Association (Keynote Address).
- Utah Water Law Conference – CLE International.
- Utah Eminent Domain Updates – Utah Land Use Institute.
- Utah Impact Fee Seminars – Utah Land Use Institute.

- Seminar on Conditional and Nonconforming Uses – Prepared Materials and Presentation. Utah Land Use Institute.
- Fall Conferences – Utah Land Use Institute (Impact Fees, Appeal Authorities, Initiative and Referenda)
- Served on a panel of experts with the China Law Center of Yale Law School which travelled to the Peoples Republic of China and made presentations in Beijing and Shanghai in 2008.

Michael D. Maloy, AICP

298 DiMaggio Drive
Tooele, Utah 84074

michael.maloy@slcgov.com
(435) 496-0431

Education and Experience

- Bachelors of Science degree in Urban Planning, University of Utah (2003)
- Received certification from the American Institute of Certified Planners (2006 – present)
- National Community Planning Month Chair for Utah Chapter of the American Planning Association (2006 – present)
- Editor of the *Utah Planner*, a monthly newsletter for the Utah Chapter of the American Planning Association (2007 – present)
- Presented at local and national conferences including Utah League of Cities and Towns, Utah Chapter of the American Planning Association, National Collegiate Schools of Planning, and American Planning Association
- More than seventeen years of broad professional planning experience

Employment History

University of Utah
(01/2010 to present)

Adjunct Instructor. Created and instructed course in planning literature for undergraduate and graduate students for the Department of City & Metropolitan Planning. Currently serve on Graduate Student Admissions Committee.

Salt Lake City
(01/2007 to present)

Senior Planner. Duties include both current and long range planning, completing more than 400 projects to date, and Planning Intern Supervisor. Served as interim Team Leader for Long Range Planning section in 2007. Promoted to Senior Planner in 2015.

City of Taylorsville
(09/2000 to 01/2007)

City Planner. Performed both long range and current planning services for an “inner ring” suburban community with population of 60,000. Primary responsibilities included: 1) assisted general public with land use questions, requests, and applications for commercial and residential development, 2) coordinated with Community Development Director agenda items for Planning Commission meetings and pending development requests, 3) provided professional and technical support to the Planning Commission, Board of Adjustment, City Council, Mayor and other members of City staff, 4) authored and presented various technical reports and multi-media displays for public hearings, and 5) updated zoning and subdivision ordinances as well as city general plan.

Tooele City
(03/1999 to 09/2000)

Community Development Director. Responsible for supervision of 12 employees including City Building Official, Plans Examiner, and four Building Inspectors. Also responsible for managing an annual budget of \$695,000.00. Duties included: 1) serving as city planning advisor to Mayor, Planning Commission and City Council, 2) assisting all members of the public with both commercial and residential development applications while ensuring city zoning and general plan compliance, and 3) routinely engaged in public speaking, media relations and public presentations regarding city planning and development issues.

Midvale City
(04/1998 to 03/1999)

Associate City Planner. Responsibilities included: 1) published staff reports for Planning Commission and Board of Adjustment, 2) GIS coordination and implementation, 3) update general plan and zoning ordinances as needed, 4) business license review and approval, 5) coordination of initial staff review of all proposed development, and 6) provided customer service answering questions relative to general plan goals and zoning ordinance regulations.

Woods Cross City
(06/1997 to 04/1998)

Planning Intern. Employed part-time in the Community Development Department. Responsibilities included: 1) zoning enforcement, 2) preliminary site plan review, and 3) home occupation permit review.

Associations

American Planning Association (APA) • American Institute of Certified Planners (AICP) • APA-Utah Chapter Executive Committee Member • Board Member of the North Tooele City Special Service District

“Never doubt that a small group of thoughtful committed citizens can change the world – indeed it is the only thing that ever has.”
Margaret Mead, *American Anthropologist*, 1901-1978

THOMAS DANSIE, AICP

tdansie@gmail.com – 435.619.8501 – 58 West 1125 North, Hurricane, Utah 84737

SUMMARY

- Experienced land use planner with over thirteen years of experience in local government planning
- Excellent communicator, consensus builder, and discussion facilitator
- Advocate for healthy communities, bicycle and pedestrian facilities, and sound land use planning
- Proficient in Microsoft Office, Adobe Creative Suite, and ESRI GIS software
- AICP member in good standing

EXPERIENCE

Town of Springdale, Utah

Director of Community Development
2004 to present

Manage planning and zoning activities in the gateway community adjacent to Zion National Park. Responsible for implementation of general plan policies and zoning ordinance standards. Facilitate public input in the town's planning processes. Manage and supervise the Community Development Department. Advise the Town Council, Planning Commission, and Appeal Authority on land use issues. Represent the town to the public, developers, special interest groups, and local and regional land use agencies. Supervise Town Engineer, Building Inspector and Code Enforcement Officer. Manage the town's design review process. Prepare and manage the department budget. Oversee development of trails and pedestrian facilities in the Town.

Town of Rockville, Utah

Administrative Hearing Officer
2013 to present

Serve as the Appeal Authority for a rural community in southern Utah. Hear and act on applications for variance and appeals of land use decisions. Produce detailed written findings and decisions documenting the outcome of each case.

Pima County, Arizona

Senior Planner
2002 to 2004

Acted as a professional planner for the unincorporated areas around Tucson, Arizona. Responsible for analyzing rezonings, subdivisions, variance requests, and development plans in a highly urbanized, rapidly growing, and geographically diverse county.

EDUCATION

University of Arizona

2001 to 2004

Master of Science, Planning

Brigham Young University

1998 to 2001

Bachelor of Science, Geology

PROFESSIONAL INVOLVEMENT

Southern Utah Bicycle Alliance

Founding Board Member

Helped organize and continue to provide leadership in successful bicycle advocacy group

Zion Canyon Corridor Council

Chair

Manage regional planning group focused on improving quality of life for communities near Zion National Park

City of Hurricane Trail Committee

Secretary (2010 to 2011)

Planned walking and bicycling trails in Hurricane, Utah—Assisted in Trail Master Plan update

American Planning Association

Member

Member of the Program Committee—Organized two semi-annual Utah Chapter conferences

AGREEMENTS FOR INDEPENDENT CONTRACTORS

1. GENERAL. Grand County duly organized and existing under the laws of the State of Utah, with its primary place of business located at 125 E. Center Street, Moab UT 84532, Utah (hereinafter referred to as County) and Craig Call (hereinafter referred to as Contractor) located at 136 East South Temple, Suite 2400, Salt Lake City, Utah 84111 herewith enter into this Agreement for services, effective upon this date: February 1, 2016.
2. RECITALS. The parties recite and declare:
 - A. Contractor is willing to provide services to County, and County is willing to accept services from and compensate Contractor for said services subject to the terms, covenants and conditions set forth in this Agreement.
 - B. For the reasons set forth above, and in consideration of the mutual promises and Agreements set forth in this Agreement, County and Contractor agree as follows:
3. SERVICES.
 - A. Contractor herewith agrees to perform the services as described in the Scope of Work (Exhibit A):
 - (1) Appeal Authority, as described in the Grand County Land Use Code
 - (2) _____
 - (3) _____
4. BEST EFFORT OF CONTRACTOR. Contractor agrees that they will at all times faithfully, industriously, and to the best of their ability, experience, and talents, perform all of the duties that may be associated with the services set forth above and shall perform said services to the reasonable satisfaction of County.
5. TERM OF AGREEMENT. This Agreement shall be in effect beginning February 1, 2016 and ending on December 31, 2020.
6. TERMINATION OF AGREEMENT. This Agreement shall expire on or before December 31, 2020. In addition, either party shall have the right to terminate this Agreement without cause by providing thirty (90) days written notice to the other party. Either party may terminate this Agreement immediately for cause by providing written notice stating the legal grounds for termination of the Agreement.
7. COMPENSATION OF CONTRACTOR. County shall pay Contractor, and Contractor shall accept from County, in full payment for Contractor's services under this Agreement, \$750.00 per appeal and \$500 per variance for his HO services, which will include time

spent preparing for hearings, conducting hearings and preparing orders. Mr. Call will charge the normal Grand County rate for travel time, mileage, and other expenses related to travel. Notwithstanding the foregoing, Mr. Call agrees to "cap" the total amount for any individual hearing and related activities at \$1,000.00. The County shall pay for services rendered as set forth in Exhibit A upon their completion.

8. **RETURN OF EQUIPMENT ON TERMINATION OF SERVICES.** On termination of this Agreement by either party, or at the termination of Contractor, all County property in the possession of Contractor shall be promptly returned to County by Contractor.
9. **CONTRACTOR INDEPENDENCE.** Contractor is an independent contractor with respect to all services performed under this agreement. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement. Contractor shall defend, indemnify and save harmless the County from any claims or liability for such contributions or taxes. Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.
10. **HOLD HARMLESS/INDEMNIFICATION.** Contractor herewith agrees to indemnify and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees, or any person or persons.
11. **NO AGREEMENTS OUTSIDE OF AGREEMENT.** This Agreement contains the complete Agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this Agreement. The parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other.

The Contractor may subcontract out a portion of the work to another party only with the express written permission of Grand County. It is acknowledged that any Agreement between the Contractor and Subcontractor is not binding on Grand County.

12. **MODIFICATION OF AGREEMENT.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.
13. **DISPUTES.** Should any disputes arise with respect to this Agreement, the Contractor and the County agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.
14. **CHOICE OF LAW.** It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7th Judicial District, State of Utah, Grand County.
15. **NO WAIVER.** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
16. **SEVERABILITY.** The invalidity of any portion of this Agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.
17. **LIABILITY AND WORKERS COMPENSATION INSURANCE.** Contractor warrants that Contractor has obtained and will maintain liability insurance sufficient to support Contractor's duty to indemnify, described in this Agreement. Contractor further warrants that contractor has obtained and will maintain workers compensation insurance as may be required by State law. Evidence of such insurance are attached as Exhibit "B".
18. **UNDERSTANDING AND EFFECT OF AGREEMENT.**

- A. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into Agreement.
 - B. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.
 - C. Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.
19. **PARAGRAPH HEADINGS.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
20. **ATTORNEY'S FEES AND COSTS.** In the event of breach of this Agreement, the non-breaching party shall recover the attorney's fees and court costs that result from action or lawsuit brought to remedy the breach.
21. **CONTRACTOR'S, SUBCONTRACTOR'S, AGENTS AND THEIR EMPLOYEES.** It is acknowledged that Contractor's, Subcontractor's, Agent's and their employees engaged in the work performed under this Agreement are not employees or representative of Grand County. All contracted employees engaged in work on County premise shall be at least 18 years of age. The County reserves the right to remove Contractor or subcontractors' employees engaged in work on County property. Typically, the removal of Contractor's employees from County property will be associated with issues including but not limited to drug or alcohol use, theft, or confrontation.
22. **DUTY OF NOTIFICATION.** Upon filing for bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the County, immediately. Upon learning of the actions herein identified, the County reserves the right, at their sole discretion, to either cancel the Agreement or reaffirm the Agreement.
23. **PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS.** Contractor shall be in possession of all professional licenses required to perform work prior to the commencement of the work and attached hereto as Exhibit "B". Securing other occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Agreement shall be the sole responsibility of the Contractor. Contractor shall comply with all federal, state, and local laws, ordinances and regulations applicable to the work.
24. **WORK & INTELLECTUAL PROPERTY RIGHTS.** The work results and the reports, if any as described in the Scope of Work (Exhibit "A") shall be considered confidential and

proprietary and owned by the County, Contractor shall not release any such reports or work without prior written consent of the County. All inventions and copyrightable works that Contractor is obligated to disclose shall be, and remain, entirely the property of the County. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of the County. Contractor hereby assigns to the County any rights it may have in such copyrightable works. Contractor shall cooperate with County in obtaining any copyrights or patents.

25. CONFIDENTIALITY. All information disclosed by the County to the Consultant for the purpose of the work to be done or information that comes to the attention of the Consultant during the course of performing such work is to be kept confidential.
26. CONTRACT. This RFP, submitted documents, and any negotiations, when properly accepted by the County, shall constitute a contract equally binding between the County and Consultant. No different or additional terms shall become a part of this Contract with the exception of a written Amendment.
27. ETHICS. The offer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the County.
28. FAILURE TO DELIVER. In the event of failure of the Consultant to deliver services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure the services from other sources and hold the Consultant responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the County may have.
29. NONCONFORMING TERMS AND CONDITIONS. A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. Grand County reserves the right to permit the offer to withdraw nonconforming terms and conditions from its proposal prior to a determination by the County of non-responsiveness based on the submission of nonconforming terms and conditions.
30. FAILURE TO ENFORCE. Failure by the County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the County to enforce any provision at any time in accordance with its terms.
31. PATENTS/COPYRIGHTS. The Consultant agrees to protect Grand County from any claims involving infringements of patents and/or copyrights. In no event shall the County be liable to a Consultant for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

Contractor's Signature Printed Name of Contractor Date

County Signature Printed Name of County Rep. Date

ATTEST:

Clerk Auditor Date

Contact Information

Contractor's Contact Information

Name: _____
Title: _____
Address: _____

Phone: (_____) _____
Fax: (_____) _____
Email _____

County's Assigned Project Manager

Name: _____
Title: _____
Address: _____
_____, Moab UT 84532
Phone: (_____) _____
Fax: (_____) _____
Email _____

Exhibit "A"
Scope of Work

Contractor herewith agrees to perform the services as set forth in this Exhibit.

The County and Mr. Call agree as follows:

1. Mr. Call will provide to the County the Land Use Appeal Authority services necessary to comply with the County's obligations under various Sections of the Grand County Land Use Code. This service is herein referred to as an appointed Hearing Officer ("HO")
2. Mr. Call will be available on an "as needed" basis to conduct administrative hearings. The parties shall schedule hearings when reasonably practicable to provide efficient hearing services to the public. To accommodate hearings which are expected to be unusually lengthy, additional calendars may be required, and the parties shall work to schedule hearings which will provide sufficient time to hear the evidence.
3. The County will notify Mr. Call upon receiving notice of an application for a hearing.
4. The County will provide support services to Mr. Call reasonably necessary to fulfill his responsibilities and including preparation of notices, files, dockets, clerical support during hearings, transcribing dictated notes, audio recording of hearings and collection of fees and fines.
5. The relationship of Mr. Call to the County under this Agreement is that of "independent contractor." No relationship of employee, agent or servant of the County is created by this agreement. No benefits will be paid and no Internal Revenue Service's withholdings will be made by County from payments made for Mr. Call's services.

Exhibit “B”
Professional License(s) and Insurance

Contractor shall be in possession of all professional licenses required to perform work and insurances prior to the commencement of the work and are attached in this Exhibit.

No licensure is required to perform the work outlined in Exhibit A.

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
FEBRUARY 2, 2016

Agenda Item: M

TITLE:	Prioritizing and Approving Proposed Updates to the Capital Improvement Projects List for Proposed Projects within Grand County for Submission to Southeastern Utah Association of Local Governments (SEUALG) for Potential Funding by the Permanent Community Impact Fund Board (CIB), Postponed from October 20, 2015
FISCAL IMPACT:	County match monies will be required for County CIB grant and/or loan applications made during CY 2016
PRESENTER(S):	Ruth Dillon, Council Administrator

Prepared By:

Ruth Dillon
Council Administrator

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the proposed updates to the capital improvement projects list for proposed projects within Grand County, as amended and prioritized per today's Council discussion, for submission to the Southeastern Utah Association of Local Governments for potential funding by the Permanent Community Impact Fund Board.

BACKGROUND:

The annual due date for submitting the Council-prioritized Permanent CIB list to SEUALG (aka ALG) is **March 1st**, followed by a final due date of April 1st for submitting approved Council minutes.

The countywide interagency workshop was held September 11, 2015 (prior to budget season) to update the CIB list. Since that time, other requests for updates have been made and noted.

On October 20, 2015, due to agenda time constraints, the Council discussed only the *County-specific* projects for the purposes of preparing to budget for CIB match monies; priorities were not specifically discussed. Additional updates have been made since then due to new information.

Capital improvement projects must appear on the list in order for an entity to apply for CIB funding, whether or not they apply elsewhere.

This matter is now before the Council again to 1) make any needed changes to Grand County's projects and 2) prioritize all projects prior to approving the list.

Priorities are A (high priority), B (medium priority), and C (low priority); such priorities are intended for *internal* use in planning. Additional priority levels may be employed, such as A-1, A-2, A-3, B-1, B-2, B-3, etc.

ATTACHMENT(S):

1. Draft updated CIB list – redlined against last year's list
2. Draft updated CIB list – clean copy

PERMANENT COMMUNITY IMPACT FUND BOARD (CIB) – GRAND COUNTY CAPITAL IMPROVEMENT PROJECT LIST FOR STATE FY2017

Prioritized and Approved by Grand County Council 3-3-2015, [DRAFT for Council Meeting 2-2-2016](#)

GRAND COUNTY: SHORT TERM – 2016-2017 / MEDIUM TERM 2018-2022										
Applicant Priority	County Priority	Entity	Project Description	Estimated Total Cost	Revenue		Request		Application Submission Date	Revenue Source for Loan Payoff
					Sources	Shares	Grant	Loan		
A	A	Moab Valley Fire Protection District	New Fire Rescue Truck	\$350,000	Local	\$10,000	\$340,000		10/2015 2017	
					CIB	\$340,000				
A	A	Grand County Municipal Building Authority for Canyonlands Field Airport	Expansion of Footprint of Main Terminal Secured Area (boarding & restroom)	\$600,000 (est.) \$1,900,000	Local	\$70,000 \$500,000	\$530,000 \$1,400,000		10/2015 2/2016 6/2016	
					CIB	\$530,000 \$1,400,000				
A	A	Grand County Cemetery Maintenance District (Local District)	Pressurized Irrigation and Water Drainage Systems for 2 cemeteries	\$200,000	CIB	\$200,000	\$200,000		2015 2016	

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					Sources	Shares	Grant	Loan		
A	C	Grand County Municipal Building Authority for Old Spanish Trail Arena or Grand County Recreation SSD	Replace Existing Well with Larger One for New Ballfields	\$200,000	CIB	TBD	\$200,000		6/2015 10/2016	
A	A	Grand County Municipal Building Authority for Sheriff's Office FUNDED 10/1/2015	Renovate Jail: Replace Jail Locks/Security Systems and Plumbing and Provide Additional Courthouse-Capital Improvements for ADA Compliance on Entire Building (Phase I)	\$2,000,000 \$5,055,000	Local	\$220,000 \$400,000	\$1,780,000 \$2,327,000	\$2,328,000 5% for 20 years with payments beginning 10/1/2017	6/2015	
					CIB	\$1,780,000 \$5,055,000				
A	A	Grand County Municipal Building Authority for EMS	New Metal Ambulance Bay on Old Senior Center Property (includes small stormwater retention basin) Remodel Old Senior Center for Building for Emergency Medical Services	\$450,000 Est. \$3,256,000 this includes value of current land and building	Grand County Land & Building	\$1,256,000	\$1,200,000 \$1,428,000 \$150,000	\$1,200,000 \$1,428,000 \$150,000	2/2015 6/2016	EMS Fund Balance
					Grand County EMS Local	\$400,000 \$150,000				
					CIB	\$1,600,000				

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					Sources	Shares	Grant	Loan		
						\$2,856,000 \$300,000				
A		Spanish Valley Water & Sewer Improvement District	Sewer Line Improvements in Highlands Subdivision	\$400,000	Other	\$250,000	\$75,000	\$75,000	2015	
					CIB	\$150,000				
A	B	Grand County Municipal Building Authority for the Grand Center	Pavilion at the Grand Center 30'x60'	\$150,000	Local Donation	\$100,000	\$50,000		10/2015 2/2016 10/2016	
					CIB	\$50,000				
A	A	Grand County, or City of Moab, Utah State University	Road and Utility Corridor for Workforce Housing, Commercial Development, and Higher Education Development Infrastructure for USU Campus. Completed Comprehensive rate plan – 40 ac + 340 ac SITLA for mixed/student housing analysis	\$3,500,000 \$5,000,000	USU/EDA	\$1,250,000 \$1,600,000	\$625,000 \$1,000,000	\$625,000 \$600,000	2015 6/2016	Cost recovery fee
					Moab City	\$225,000 \$375,000				
					Grand County	\$75,000 \$225,000				

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					Sources	Shares	Grant	Loan		
					State Small Urban Road Fund	\$1,000,000 \$1,200,000 (\$1mm funded, includes commitments of \$100,000 each from Grand County & Moab City)				
					State Small Urban Road Fund CIB	\$1,250,000 \$1,600,000				
					UDOT	\$550,000				
B	B	Grand County Municipal Building Authority for Sheriff's Office	Courthouse/Jail Expansion (Phase II)	\$10,000,000	CIB	\$10,000,000	TBD	TBD	10/2016	
A	A	Grand County for the Road Dept.	Jackson Street Drainage Mitigation Project	\$1,200,000 \$250,000	Local	TBD \$100,000	TBD \$300,000		2016	

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					Sources	Shares	Grant	Loan		
			Phase I – Design & Construction of Detention Basin	\$400,000 (assumes State designation of "High Hazard," yet to be determined)	CIB	TBD \$300,000			2/2017	
B		Grand County	Jackson Street Drainage Mitigation Project Phase II – Conveyance System to Pack Creek	\$950,000	Local	TBD	TBD		2018	
					CIB	TBD				
A	A	City of Moab	Waste Water Treatment Plant Facilities Upgrade	\$10,000,000	City	\$2,000,000		\$5,000,000	2015 2016	
					GWSSA	TBD				
					DWQ	TBD				
					USDA	TBD				
					CIB	\$5,000,000				
A	A	Grand County Municipal Building Authority for Canyonlands Field Airport	Runway Expansion Construction	\$9,000,000 10,431,579	Local	\$270,000 293,425 in 2014 for the FAA-required Master Plan (Step 1 of the Expansion)	\$151,650		10/2015 2016	
					FAA	\$8,156,700 9,910,000				
					UDOT Aeronautics	\$421,650 260,789				

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					Sources	Shares	Grant	Loan		
					CIB	\$151,650,260,789				
A	A	Grand County for Road Dept. or Grand County Transportation SSD IN PROCESS	Federal Lands Access Program (2yr funding program): Fed Hwy 46 La Sal Mountain Loop Rd. (Phase I)	\$5,116,446 \$7,900,000	Federal Lands Access Program GCTSSD CIB	\$4,816,446 \$7,365,200 (appropriated) \$150,000 \$267,400 \$150,000 \$250,000 \$267,400	\$150,000 \$267,400		6/2015 (for 2017-18 construction) 2/2016	
A	A	GWSSA	Security Upgrades to Water Facilities	\$100,000	Local CIB	\$50,000 \$50,000	\$50,000		2016	
A	B	Spanish Valley Water & Sewer Improvement District	Fire Flow Pump for Navajo Ridge Area	\$150,000	Local CIB	TBD \$150,000	\$100,750,000 \$50,750,000		2016	

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					Sources	Shares	Grant	Loan		
B	B	Castle Valley Town	Update 1988 Drainage Study & Recommendations	\$35,000	Local		\$35,000		TBD	
					CIB	\$35,000				
A	C	Grand County for Community Development	Spanish Valley Bike Path	TBD	CIB	TBD	TBD		<u>2016</u> <u>2017</u>	
<u>BC</u>	B	Grand County for Canyonlands Field Airport	Installation of CCTV Security System	\$75,000	CIB		\$75,000		201 <u>6</u>	
A	A	City of Moab	Highway 191 Gateway Plan/Storm Water Drainage Improvements along Hwy	\$1,200,000	City	TBD	\$250,000 (grant/loan)		<u>2015</u> <u>2016</u>	
					State Parks Scenic Byway					
					Federal					
					UDOT					
					CIB	\$250,000				

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					Sources	Shares	Grant	Loan		
A	B	Grand County for Road Dept.	Re-Alignment Improvements to Spanish Valley Drive and Millcreek Drive Intersection (including Storm Drainage)	\$1,500,000	Local Impact Fees	TBD	TBD		2017 6	
					Transportation SSD	-\$20,000				
					CIB	TBD				
A		City of Moab	Water Tank	\$1,500,000	Division of Drinking Water	\$1,000,000	\$500,000 (grant/loan)		10/2015 2016	
					City Impact Fees	\$500,000				
					CIB	\$500,000				
A	B	Grand County	Half-Mile Gap of Colorado River Pathway (Phase A, paved path & high retaining wall)	\$2,510,000	Local	TBD	TBD		2015 2016	
					CIB	TBD				

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					Sources	Shares	Grant	Loan		
A	B	Grand County	Half-Mile Gap of Colorado River Pathway (Phase B, elevated paved path/bridge)	\$4,334,000	CIB	TBD	TBD		TBD	
B	B	Grand County for Canyonlands Field Airport	Expansion and Paving of Car Parking Lot at Airport	\$750,000	CIB	\$750,000	\$750,000		2017 6	
C	C	Spanish Valley Water & Sewer	Sewer Main Line Upgrade for USU Development Property	\$5,000,000	Local	\$1,000,000		\$4,000,000	2018 6	
					CIB	\$4,000,000				
A	A	Grand County for Road Dept.	Rim Village Drainage Mitigation Project	\$3,000,000	Grand County Local Impact Fees	TBD	\$2,875,000		2016 TBD	
					CIB	\$2,875,000				

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					Sources	Shares	Grant	Loan		
<u>A</u>		<u>Castle Valley Fire District</u>	<u>Fire Protection Water</u>	<u>\$175,000</u>	<u>CIB</u>		<u>\$175,000</u>		<u>2016</u>	
<u>A</u>		<u>Castle Valley Fire District</u>	<u>CV Fire Station and Interagency Regional Center</u>	<u>\$750,000</u>	<u>CIB</u>		<u>\$750,000</u>		<u>2017</u>	
B	B	City of Moab	Storm Drainage, Detention Basins, Out Fall	\$6,000,000	City DWQ CIB	\$3,000,000 \$3,000,000	TBD	\$3,000,000	2016	
B	B	USU Moab & Grand County School District	Votech Center for Adults and College, Combined with the High School's	\$5,000,000	GCSD Land	TBD		\$5,000,000	201 <u>8</u> 7	

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					Sources	Shares	Grant	Loan		
			New Facility (Technical, Science and Art Center)		CIB	\$5,000,000				
A		Town of Castle Valley	Castle Creek Bridge Ingress/Egress Improvement Project	\$230,000	Local	\$30-50,000	\$130,000		2018	
					USDA	\$50,000				
					CIB	TBD				
B	C	City of Moab, Grand Co., San Juan Co., & GWSSA Grand Water & Sewer Service Agency	Ground Water Study – Mathematical Modeling	\$300,000	City of Moab	TBD	TBD		2018	
					Grand County	TBD				
					San Juan	TBD				
					GWSSA	TBD				
					CIB	TBD				

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					Sources	Shares	Grant	Loan		
C	C	Canyonlands Health Care SSD	Parking and Landscaping for Extension of the Long Term Care Center	\$1,500,000	SSD	\$250,000	\$1,250,000		6/2019	
					CIB	\$1,250,000				
<u>B</u>		<u>Town of Castle Valley</u>	<u>Culinary Well/Fill Station</u>	<u>\$50,000</u>	<u>CIB</u>	<u>\$50,000</u>		<u>\$50,000</u>	<u>2017</u>	
B	C	<u>Grand County Municipal Building Authority for Grand County for Canyonlands Field Airport</u>	<u>New Airport Terminal Expansion</u>	<u>\$2,000,000</u> <u>\$5,000,000</u> <u>\$7,500,000</u>	<u>Federal</u> <u>TBD</u>	<u>\$1,812,600</u> <u>\$4,750,000</u> <u>TBD</u>	<u>\$93,700</u> <u>TBD</u>		<u>2020</u> <u>2022</u>	
					<u>State</u> <u>TBD</u>	<u>\$93,700</u> <u>\$125,000</u> <u>TBD</u>				
					<u>CIB</u> <u>TBD</u>	<u>\$93,700</u> <u>\$125,000</u> <u>TBD</u>				

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					Sources	Shares	Grant	Loan		
A	A	Moab Valley Fire Protection District	New Fire Rescue Truck	\$350,000	Local	\$10,000	\$340,000		2017	
					CIB	\$340,000				
A	A	Grand County Municipal Building Authority for Canyonlands Field Airport	Expansion of Footprint of Main Terminal Secured Area (boarding & restroom)	\$1,900,000	Local	\$500,000	\$1,400,000		6/2016	
					CIB	\$1,400,000				
A	A	Grand County Cemetery Maintenance District (Local District)	Pressurized Irrigation and Water Drainage Systems for 2 cemeteries	\$200,000	CIB	\$200,000	\$200,000		2016	
A	C	Grand County Municipal Building Authority for Old Spanish Trail Arena or Grand County Recreation SSD	Replace Existing Well with Larger One for New Ballfields	\$200,000	CIB	TBD	\$200,000		10/2016	

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					Sources	Shares	Grant	Loan		
A	A	Grand County Municipal Building Authority for EMS	New Metal Ambulance Bay on Old Senior Center Property (includes small stormwater retention basin)	\$450,000	Local	\$150,000	\$150,000	\$150,000	6/2016	EMS Fund Balance
					CIB	\$300,000				
A	B	Grand County Municipal Building Authority for the Grand Center	Pavilion at the Grand Center 30'x60'	\$150,000	Local Donation	\$100,000	\$50,000		10/2016	
					CIB	\$50,000				
A	A	Grand County or City of Moab	Road and Utility Corridor for Workforce Housing, Commercial Development, and Higher Education Development	\$5,000,000	USU/EDA	\$1,600,000	\$1,000,000	\$600,000	6/2016	Cost recovery fee
					Moab City	\$375,000				
					Grand County	\$225,000				
					State Small Urban Road Fund	\$1,200,000 (\$1mm funded, includes commitments of \$100,000 each from Grand County & Moab City)				
					CIB	\$1,600,000				
					UDOT	\$550,000				

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Applicant Priority	County Priority	Entity	Project Description	Estimated Total Cost	Revenue		Request		Application Submission Date	Revenue Source for Loan Payoff
					Sources	Shares	Grant	Loan		
A	A	Grand County for Road Dept.	Jackson Street Drainage Mitigation Project Phase I – Design & Construction of Detention Basin	\$400,000 (assumes State designation of "High Hazard," yet to be determined)	Local	\$100,000	\$300,000		2/2017	
					CIB	\$300,000				
B		Grand County	Jackson Street Drainage Mitigation Project Phase II – Conveyance System to Pack Creek	\$950,000	Local	TBD	TBD		2018	
					CIB	TBD				
A	A	City of Moab	Waste Water Treatment Plant Facilities Upgrade	\$10,000,000	City	\$2,000,000		\$5,000,000	2016	
					GWSSA	TBD				
					DWQ	TBD				
					USDA	TBD				
					CIB	\$5,000,000				
A	A	Grand County Transportation SSD IN PROCESS	Federal Lands Access Program (2yr funding program): Fed Hwy 46 La Sal Mountain Loop Rd. (Phase I)	\$7,900,000	Federal Lands Access Program	\$7,365,200 (appropriated)	\$267,400		2/2016	
					GCTSSD	\$267,400				
					CIB	\$267,400				

PERMANENT COMMUNITY IMPACT FUND BOARD (CIB) – GRAND COUNTY CAPITAL IMPROVEMENT PROJECT LIST FOR STATE FY2017

Prioritized and Approved by Grand County Council 3-3-2015, DRAFT for Council Meeting 2-2-2016

GRAND COUNTY: SHORT TERM – 2016-2017 / MEDIUM TERM 2018-2022										
Applicant Priority	County Priority	Entity	Project Description	Estimated Total Cost	Revenue		Request		Application Submission Date	Revenue Source for Loan Payoff
					Sources	Shares	Grant	Loan		
A	B	Spanish Valley Water & Sewer Improvement District	Fire Flow Pump for Navajo Ridge Area	\$150,000	Local	TBD	\$75,000	\$75,000	2016	
					CIB	\$150,000				
B	B	Castle Valley Town	Update 1988 Drainage Study & Recommendations	\$35,000	Local		\$35,000		TBD	
					CIB	\$35,000				
A	C	Grand County for Community Development	Spanish Valley Bike Path	TBD	CIB	TBD	TBD		2017	
C	B	Grand County for Canyonlands Field Airport	Installation of CCTV Security System	\$75,000	CIB		\$75,000		2017	
A	A	City of Moab	Highway 191 Gateway Plan/Storm Water Drainage Improvements along Hwy	\$1,200,000	City	TBD	\$250,000 (grant/loan)		2016	
					State Parks Scenic Byway					
					Federal					
					UDOT					
					CIB	\$250,000				

PERMANENT COMMUNITY IMPACT FUND BOARD (CIB) – GRAND COUNTY CAPITAL IMPROVEMENT PROJECT LIST FOR STATE FY2017

Prioritized and Approved by Grand County Council 3-3-2015, DRAFT for Council Meeting 2-2-2016

GRAND COUNTY: SHORT TERM – 2016-2017 / MEDIUM TERM 2018-2022										
Applicant Priority	County Priority	Entity	Project Description	Estimated Total Cost	Revenue		Request		Application Submission Date	Revenue Source for Loan Payoff
					Sources	Shares	Grant	Loan		
A	B	Grand County for Road Dept.	Re-Alignment Improvements to Spanish Valley Drive and Millcreek Drive Intersection (including Storm Drainage)	\$1,500,000	Local Impact Fees	TBD	TBD		2017	
					CIB	TBD				
A		City of Moab	Water Tank	\$1,500,000	Division of Drinking Water	\$1,000,000	\$500,000 (grant/loan)		2016	
					City Impact Fees	\$500,000				
					CIB	\$500,000				
A	B	Grand County	Half-Mile Gap of Colorado River Pathway (Phase A, paved path & high retaining wall)	\$2,510,000	Local	TBD	TBD		2016	
					CIB	TBD				
A	B	Grand County	Half-Mile Gap of Colorado River Pathway (Phase B, elevated paved path/bridge)	\$4,334,000	CIB	TBD	TBD		TBD	

PERMANENT COMMUNITY IMPACT FUND BOARD (CIB) – GRAND COUNTY CAPITAL IMPROVEMENT PROJECT LIST FOR STATE FY2017

Prioritized and Approved by Grand County Council 3-3-2015, DRAFT for Council Meeting 2-2-2016

GRAND COUNTY: SHORT TERM – 2016-2017 / MEDIUM TERM 2018-2022										
Applicant Priority	County Priority	Entity	Project Description	Estimated Total Cost	Revenue		Request		Application Submission Date	Revenue Source for Loan Payoff
					Sources	Shares	Grant	Loan		
B	B	Grand County for Canyonlands Field Airport	Expansion and Paving of Car Parking Lot at Airport	\$750,000	CIB	\$750,000	\$750,000		2017	
C	C	Spanish Valley Water & Sewer	Sewer Main Line Upgrade for USU Development Property	\$5,000,000	Local	\$1,000,000		\$4,000,000	2018	
					CIB	\$4,000,000				
A	A	Grand County for Road Dept.	Rim Village Drainage Mitigation Project	\$3,000,000	Local Impact Fees	TBD	\$2,875,000		TBD	
					CIB	\$2,875,000				

PERMANENT COMMUNITY IMPACT FUND BOARD (CIB) – GRAND COUNTY CAPITAL IMPROVEMENT PROJECT LIST FOR STATE FY2017

Prioritized and Approved by Grand County Council 3-3-2015, DRAFT for Council Meeting 2-2-2016

GRAND COUNTY: SHORT TERM – 2016-2017 / MEDIUM TERM 2018-2022										
Applicant Priority	County Priority	Entity	Project Description	Estimated Total Cost	Revenue		Request		Application Submission Date	Revenue Source for Loan Payoff
					Sources	Shares	Grant	Loan		
A		Castle Valley Fire District	Fire Protection Water	\$175,000	CIB		\$175,000		2016	
A		Castle Valley Fire District	CV Fire Station and Interagency Regional Center	\$750,000	CIB		\$750,000		2017	
B	B	City of Moab	Storm Drainage, Detention Basins, Out Fall	\$6,000,000	City		TBD	\$3,000,000	2016	
					DWQ	\$3,000,000				
					CIB	\$3,000,000				
B	B	USU Moab & Grand County School District	Votech Center for Adults and College, Combined with the High School's	\$5,000,000	GCSD Land	TBD		\$5,000,000	2018	

PERMANENT COMMUNITY IMPACT FUND BOARD (CIB) – GRAND COUNTY CAPITAL IMPROVEMENT PROJECT LIST FOR STATE FY2017

Prioritized and Approved by Grand County Council 3-3-2015, DRAFT for Council Meeting 2-2-2016

GRAND COUNTY: SHORT TERM – 2016-2017 / MEDIUM TERM 2018-2022										
Applicant Priority	County Priority	Entity	Project Description	Estimated Total Cost	Revenue		Request		Application Submission Date	Revenue Source for Loan Payoff
					Sources	Shares	Grant	Loan		
			New Facility (Technical, Science and Art Center)		CIB	\$5,000,000				
A		Town of Castle Valley	Ingress/Egress Improvement Project	\$230,000	Local	\$30-50,000	\$130,000		2018	
					USDA	\$50,000				
					CIB	TBD				
B	C	City of Moab, Grand Co., San Juan Co., & Grand Water & Sewer Service Agency	Ground Water Study – Mathematical Modeling	\$300,000	City of Moab	TBD	TBD		2018	
					Grand County	TBD				
					San Juan	TBD				
					GWSSA	TBD				
					CIB	TBD				
C	C	Canyonlands Health Care SSD	Parking and Landscaping for Extension of the Long	\$1,500,000	SSD	\$250,000	\$1,250,000		6/2019	

PERMANENT COMMUNITY IMPACT FUND BOARD (CIB) – GRAND COUNTY CAPITAL IMPROVEMENT PROJECT LIST FOR STATE FY2017

Prioritized and Approved by Grand County Council 3-3-2015, DRAFT for Council Meeting 2-2-2016

GRAND COUNTY: SHORT TERM – 2016-2017 / MEDIUM TERM 2018-2022										
Applicant Priority	County Priority	Entity	Project Description	Estimated Total Cost	Revenue		Request		Application Submission Date	Revenue Source for Loan Payoff
					Sources	Shares	Grant	Loan		
			Term Care Center		CIB	\$1,250,000				
B		Town of Castle Valley	Culinary Well/Fill Station	\$50,000	CIB	\$50,000		\$50,000	2017	
B	C	Grand County Municipal Building Authority for for Canyonlands Field Airport	New Airport Terminal	\$7,500,000	TBD	\$ TBD	TBD		2022	
					TBD	\$ TBD				
					TBD	\$ TBD				

CONSENT AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
FEBRUARY 2, 2016

Consent Agenda Item: N-P

TITLE:	N. Approving Proposed Letter of Agreement and Business Associate Agreement between Moab Regional Hospital/Moab Valley Healthcare and Grand County Emergency Medical Services for the Purpose of Providing Clinical Site Training Services for Students Needing Clinical Hours O. Approving Proposed Under Agreement between Classic Air Care and Grand County Emergency Medical Services for the Purpose of Creating a Ground Ambulance "Specialty Care Transfer" Transport when the Weather or other Factors Prevents Flight of a Critical Patient P. Approving Council Assignment to Change Homeless Coordinating Committee Liaison from Council Member Hawks to Council Member McGann
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
FEBRUARY 2, 2016

Agenda Item: N

TITLE:	Approving Proposed Letter of Agreement and Business Associate Agreement between Moab Regional Hospital/Moab Valley Healthcare and Grand County Emergency Medical Services for the Purpose of Providing Clinical Site Training Services for Students Needing Clinical Hours
FISCAL IMPACT:	None
PRESENTER(S):	Andy Smith, EMS Director

Prepared By:

Andy Smith
 Director
 Grand County EMS

RECOMMENDATION:

I move to approve the proposed Letter of Agreement and Business Associate Agreement between Grand County and Moab Regional Hospital/Moab Valley Healthcare for clinical site training services and authorize the Chair to sign all associated documents

BACKGROUND:

Grand County EMS and MRH work very closely together. Students of various GCEMS classes need clinical hours within a hospital. This contract allows for that to happen.

FOR OFFICE USE ONLY:

Attorney Review:

Yes completed

ATTACHMENT(S):

1. Letter of Agreement
2. Attorney review email

MOAB REGIONAL HOSPITAL
LETTER OF AGREEMENT
CLINICAL RESOURCE FOR EMT TRAINING CENTERS AND GROUPS

This agreement is between Moab Regional Hospital (MRH) and the EMT Training Center or Group identified below. The agreement is effective from the date indicated until canceled by either party, with 30 days written notice. Clinical arrangements are managed by Moab Regional Hospital's Emergency Department Nurse Manager.

MRH agrees to provide clinical rotations, for EMT's and Advanced EMT's enrolled in legitimate initial and continuing education programs, within requirements set by the Utah Department of Health, Bureau of Emergency Medical Services. In particular, MRH will provide a precepted clinical experience, in appropriate patient care areas, in accordance with the student's clinical objectives. The student-to-preceptor ratio will not exceed 2:1. Clinical rotations must be scheduled in advance and are subject to availability of patients and shared time with other clinical programs.

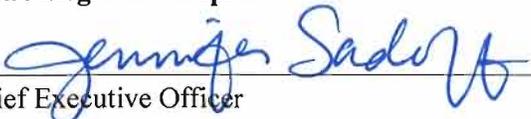
The Training Center or Training Group agrees to arrange in advance with MRH's Emergency Department Nurse Manager's Office for the course clinical rotations. The training center agrees to provide to MRH's Emergency Department Nurse Manager: a student roster, clinical objectives, verification of insurance, student background check authorization form, completed quizzes from the orientation presentation, and the return of the completed EMT Student Memorandum of Understanding.

The Training Center or Group will:

1. Provide MRH preceptor with written educational objectives and types of experiences desired.
2. Provide MRH Medical Staff Services Office with proof of educational background and registration or certification.
3. Provide MRH Medical Staff Services Office documentation of current medical professional liability (malpractice) insurance with minimum coverage limits of \$1,000,000 per claim/\$3,000,000 annual aggregate, and current worker's compensation insurance or if not available thru an employer, alternatively proof of current health insurance.

The EMT Student Memorandum of Understanding is a part of this agreement and is intended to detail arrangements of and performance during clinical rotations. The Training Center or Group will be notified, in advance, of any changes to the Memorandum.

Moab Regional Hospital



Chief Executive Officer

12/17/15

Date

Grand County Emergency Medical Services

Training Center/Group:

Print Authorized Signature Name

Signature

Date

Grand County Council Chairman (if required)

Signature

Date



MOAB REGIONAL HOSPITAL BUSINESS ASSOCIATE AGREEMENT

AMENDMENT FOR COMPLIANCE WITH HITECH ACT

Business Associate:

This Business Associate Agreement (“BAA”) effective on the last signature date below, is entered into by and between Moab Valley Healthcare, Inc (“MVHI”) and all its entities, facilities, and personnel, and Grand County Emergency Medical Services, (“Business Associate” or “Company”).

- 1. BACKGROUND AND PURPOSE.** The Parties have entered into, and may in the future enter into, one or more written agreements, that require Company to be provided with, to have access to, and/or to create Protected Health Information (the “Underlying Contract(s)”), that is subject to the federal regulations issued pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) and codified at 45 C.F.R. parts 160 and 164 (“HIPAA Regulations”). This BAA shall supplement and/or amend each of the Underlying Contract(s) only with respect to Company’s Use, Disclosure, and creation of PHI under the Underlying Contract(s) to allow Covered Entity to comply with sections 164.502(e) and 164.314(a)(2)(i) of the HIPAA Regulations. Company acknowledges that effective January 1, 2010, as a business associate, it is responsible to comply with the HIPAA Security and Privacy regulations pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), including Sections 164.308, 164.310, 164.312 and 164.316 of title 45 of the Code of Federal Regulations. Except as so supplemented and/or amended, the terms of the Underlying Contract(s) shall continue unchanged and shall apply with full force and effect to govern the matters addressed in this BAA and in each of the Underlying Contract(s).
- 2. DEFINITIONS.** Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided, however, that “PHI” and “ePHI” shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 C.F.R. § 160.103, limited to the information **Company** received from or created or received on behalf of Covered Entity as Covered

Entity's Business Associate. "Administrative Safeguards" shall have the same meaning as the term "administrative safeguards" in 45 C.F.R. § 164.304, with the exception that it shall apply to the management of the conduct of **Company's** workforce, not Covered Entity's workforce, in relation to the protection of that information.

3. OBLIGATIONS OF THE PARTIES WITH RESPECT TO PHI.

3.1. Obligations of Company. With regard to its Use and/or Disclosure of PHI, **Company** agrees to:

- a. not Use or Disclose PHI other than as permitted or required by this BAA or as Required By Law. [§ 164.504 (e)(2)(ii)(A)] Effective January 1, 2010, **Company** may Use and Disclose Protected Health Information only if its Use or Disclosure is in compliance with each applicable requirement of section 164.504(e) of title 45 of the Code of Federal Regulations.
- b. use appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. [§ 164.504 (e)(2)(ii)(B)]
- c. report to Covered Entity any Use or Disclosure of PHI not provided for by this BAA of which **Company** becomes aware. [§ 164.504 (e)(2)(ii)(C)]
- d. ensure that any agents and subcontractors to whom it provides PHI received from, or created or received by **Company** on behalf of Covered Entity agree to the same restrictions and conditions set forth in the business associate provisions of the HIPAA Regulations that apply through this BAA to **Company** with respect to such information. [§ 164.504 (e)(2)(ii)(D)]
- e. within twenty (20) days of receiving a written request from Covered Entity, make available to the Covered Entity PHI necessary for Covered Entity to respond to Individuals' requests for access to PHI about them in the event that the PHI in **Company's** possession constitutes a Designated Record Set. [§ 164.504 (e)(2)(ii)(E)] In the event any individual requests access to PHI directly from **Company**, **Company** shall within five (5) business days forward such request to the Covered Entity. Any denials of access to the PHI requested shall be the responsibility of the Covered Entity.
- f. within thirty (30) days of receiving a written request from Covered Entity, make available to the Covered Entity PHI for amendment and incorporate any amendments to the PHI in accordance with 45 C.F.R. Part 164 Subpart E

- (“Privacy Rule”) in the event that the PHI in **Company’s** possession constitutes a Designated Record Set. [§ 164.504 (e)(2)(ii)(F)]
- g. within thirty (30) days of receiving a written request from Covered Entity, make available to the Covered Entity the information required for the Covered Entity to provide an accounting of disclosures of PHI as required by the Privacy Rule. [§ 164.504 (e)(2)(ii)(G)] **Company** shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) one of the following, as applicable: (a) a brief statement of the purpose of such disclosure which includes an explanation that reasonably informs the individual of the basis for such disclosure or in lieu of such statement, (b) a copy of a written request from the Secretary of Health and Human Services to investigate or determine compliance with HIPAA; or (c) a copy of the individual’s request for an accounting. In the event the request for an accounting is delivered directly to **Company**, **Company** shall within seven (7) business days forward such request to the Covered Entity.
- h. make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of HHS for purposes of determining Covered Entity’s compliance with the Privacy Rule. [§ 164.504 (e)(2)(ii)(H)]
- i. upon the expiration or termination of an Underlying Contract, return to Covered Entity or destroy all PHI, including such information in possession of **Company’s** subcontractors, as a result of the Underlying Contract at issue and retain no copies, if it is feasible to do so. If return or destruction is infeasible, **Company** agrees to extend all protections, limitations and restrictions contained in this BAA to **Company’s** Use and/or Disclosure of any retained PHI, and to limit further Uses and/or Disclosures to the purposes that make the return or destruction of the PHI infeasible. This provision shall survive the termination or expiration of this BAA and/or any Underlying Contract. [§ 164.504 (e)(2)(ii)(I)]

- j. use reasonable commercial efforts to mitigate any harmful effect that is known to **Company** of a Use or Disclosure of PHI by **Company** in violation of the requirements of this BAA.
- k. implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards (“Safeguards”) that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of ePHI as required by 45 C.F.R. Part 164 Subpart C (“Security Rule”). [§ 164.314 (a)(2)(i)(A)]
- l. ensure that any agent and subcontractor to whom **Company** provides ePHI agrees to implement reasonable and appropriate safeguards to protect ePHI. [§ 164.314 (a)(2)(i)(B)]
- m. report promptly to Covered Entity any successful Security Incident of which **Company** becomes aware [§ 164.314 (a)(2)(i)(C)]; provided, however, that with respect to attempted unauthorized access, Use, Disclosure, modification, or destruction of information or interference with system operations in an information system affecting ePHI, such report to Covered Entity will be made available upon written request.
- n. make its policies, procedures and documentation required by the Security Rule relating to the Safeguards available to the Secretary of HHS for purposes of determining Covered Entity’s compliance with the Security Rule. [68 Fed. Reg. 8334, 8359]
- o. Effective January 1, 2010, if **Company** accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information (as defined in HITECH Sec. 4402(h)(1)), it shall, following the discovery of a breach of such information, notify the Covered Entity of such breach. Such notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by **Company** to have been accessed, acquired, or disclosed during such breach. [HITECH Sec. 4402 (b)]

3.2. Permitted Uses and Disclosures of PHI. Except as otherwise specified in this BAA, **Company** may make any and all Uses and Disclosures of PHI necessary to perform its obligations under the Underlying Contract(s). Unless otherwise limited herein, **Company** may:

- a. Use the PHI in its possession for its proper management and administration and to carry out the legal responsibilities of **Company** [§ 164.504 (e)(4)(i)];
- b. Disclose the PHI in its possession to a third party for the purpose of **Company's** proper management and administration or to carry out the legal responsibilities of **Company**, provided that the Disclosures are Required By Law or **Company** obtains reasonable assurances from the third party regarding the confidential handling of such PHI as required under the Privacy Rule [§ 164.504 (e)(4)(ii)];
- c. provide Data Aggregation services relating to the Health Care Operations of the Covered Entity [§ 164.504 (e)(2)(i)(B)]; and
- d. de-identify any and all PHI obtained by **Company** under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule. [§ 164.502 (d)(1)]

3.3. Obligations of Covered Entity. Covered Entity agrees to timely notify **Company**, in writing, of any arrangements between Covered Entity and the Individual that is the subject of PHI that may impact in any manner the Use and/or Disclosure of that PHI by **Company** under this BAA.

4. TERMINATION BY COVERED ENTITY. Should Covered Entity become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by **Company**, the Covered Entity shall provide **Company** with written notice of such breach in sufficient detail to enable **Company** to understand the specific nature of the breach. Covered Entity shall be entitled to terminate the Underlying Contract associated with such breach if, after Covered Entity provides the notice to **Company**, **Company** fails to cure the breach within a reasonable time period not less than thirty (30) days specified by Covered Entity in such notice; provided, however, that such time period specified by Covered Entity shall be based on the nature of the breach involved. [§§ 164.504 (e)(1)(ii)(A), (B) & 164.314 (a)(2)(i)(D)].

5. MISCELLANEOUS.

5.1. Interpretation. The terms of this BAA shall prevail in the case of any conflict with the terms of any Underlying Contract to the extent necessary to allow Covered Entity to comply with the HIPAA Regulations. The bracketed citations to the HIPAA

Regulations in several paragraphs of this BAA are for reference only and shall not be relevant in interpreting any provision of this BAA.

5.2. No Third Party Beneficiaries. Nothing in this BAA shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.3. Amendment. To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to these revised obligations.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf.

Moab Valley Healthcare, Inc.

Grand County Emergency Medical Services

By: Jennifer Sadoff

By: _____

Print Name: JENNIFER SADOFF

Print Name: _____

Print Title: CEO

Print Title: _____

Date: 12/17/15

Date: _____

Andy Smith

From: Paula Dunham
Sent: Monday, January 25, 2016 8:16 AM
To: Danalee Gerber
Cc: Andy Smith
Subject: RE: Contract for Review EMS w MRH

Hi Danalee,

Thank you so much for completing the review. I will forward this to Andy so he can put it before the County Council for signatures.

Sincerely,

Paula Dunham, NRP
Assistant Director
Grand County EMS
125 E. Center St.
Moab, UT 84532

Phone: 435-259-8901

Cell: 435-820-1140

E-Mail: pdunham@grandcountyutah.net

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

From: Danalee Gerber
Sent: Tuesday, January 19, 2016 3:16 PM
To: Paula Dunham <PDunham@grandcountyutah.net>
Cc: Bryony Chamberlain <bchamberlain@grandcountyutah.net>
Subject: FW: Contract for Review EMS w MRH

Hi Paula,

Please know Mr. Fitzgerald has reviewed the Letter of Agreement with MRH for Clinical Resource for EMT Training Centers & Groups, and finds it acceptable.

Please feel free to contact our office if anything further is needed or if there are any questions.

Thank you,

Danalee Welch-Gerber
Grand County Attorney's Office
(T) 435.259.1384 (F) 435.259.3926

On 12/22/15, 12:29 PM, "Paula Dunham" <PDunham@grandcountyutah.net> wrote:

>Hi Danalee,
>
>Here is the emailed version of the contract. Thanks for your help with
>this.
>
>Sincerely,
>
>Paula Dunham
>Assistant Director
>
>Grand County EMS
>125 E. Center St.
>Moab, UT 84532
>
>Phone: 435-259-8901
>Cell: 435-820-1140
>E-Mail: pdunham@grandcountyutah.net

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
FEBRUARY 2, 2016

Agenda Item: O

TITLE:	Approving Proposed Under Agreement between Classic Air Care and Grand County Emergency Medical Services for the Purpose of Creating a Ground Ambulance "Specialty Care Transfer" Transport when the Weather or other Factors Prevents Flight of a Critical Patient
FISCAL IMPACT:	None
PRESENTER(S):	Andy Smith, Director Grand County EMS

Prepared By:

Andy Smith
 Director
 Grand County EMS

FOR OFFICE USE ONLY:

Attorney Review:

Yes completed

RECOMMENDATION:

I move to approve the proposed Under Agreement between Classic Air Care and Grand County Emergency Medical Services for the purpose of creating a ground ambulance "Specialty Care Transfer" transport when the weather or other factors prevents flight of a critical patient, and authorize the Chair to sign all associated documents.

BACKGROUND:

This contract would allow Classic Air Care nurses and medics to transport patients in a Grand County Ambulance with GCEMS driving and assisting, when the weather prevents them from flying a critical patient.

ATTACHMENT(S):

1. Contract
2. Attorney review email

UNDER AGREEMENT

This Under Agreement (hereinafter "Agreement") is made by and between CLASSIC AIR CARE, LLC (hereinafter known as "CLASSIC") and Grand County EMS (hereinafter known as "AGENCY") who shall collectively be known herein as "the Parties."

RECITALS:

WHEREAS, AGENCY serves as the provider of ground ambulance services for Grand County, Utah and provides its ground ambulance services, including the inter-facility transfer services at the Advance Life Support ("ALS") level by certified paramedics;

WHEREAS, CLASSIC is engaged in emergency air-ambulance services and has a base of operations located in Moab, Utah and provides critical care level rotor wing air medical transport services on an as needed basis using critical care nurses and critical care paramedics for local medical facilities when such services are medically necessary due to a patient's condition and needs, as determined by the sending hospital physician; and/or CLASSIC Medical Director.

WHEREAS, due to its remote location and mountain weather, there exists times when a critical care patient must be transported immediately to another medical facility but the weather conditions or other factors will not allow for an air medical transport. When these conditions exist, the two parties shall work together to create a ground ambulance Specialty Care Transfer ("SCT") transport to provide for the needed care and transport of a critical patient.

NOW, THEREFORE, in consideration of their mutual covenants contained herein, AGENCY and CLASSIC hereby agree as follows:

Services Provided:

- A. AGENCY shall provide a ground ambulance and qualified driver that meets the standards of the Commission on Accreditation of Medical Transport Systems ("CAMTS"). AGENCY's ambulance shall have an oxygen delivery system and shall provide oxygen to the patient during the entire transport. The AGENCY staff shall also assist with patient care as directed by the CLASSIC staff. The AGENCY ambulance shall bring the CLASSIC staff back with them from the receiving hospital and return them to the original sending hospital or crew quarters so long as the AGENCY staff is able to leave the receiving hospital in a timely fashion in order to get the AGENCY ambulance back to Moab Utah promptly. AGENCY shall bill the patient for the transport with the SCT charge included. AGENCY will pay CLASSIC once patient charges are collected.
- B. CLASSIC shall provide a critical care team with a Registered Nurse and Paramedic. CLASSIC shall provide all critical care supplies, medications, and medical/monitoring equipment. CLASSIC shall provide AGENCY with a patient care report within 24 hours. CLASSIC staff will be operating under the medical direction of CLASSIC Medical Director. CLASSIC will invoice AGENCY at \$150/hour of patient loaded time.
- C. Both Parties' employees will remain employed by their respective employers. Each Party will have and continue to maintain coverage of their respective workers compensation insurance, liability insurance, medical liability insurance and other insurance and benefit programs.

- D. This agreement shall remain in effect until terminated by either Party hereto with thirty (30) days written notice (with written confirmation of receipt).

Indemnification:

- E. AGENCY shall not be liable for any loss, cost, damage, claim or liability of any kind or nature whatsoever arising from, or in connections with any services provided by CLASSIC under this Agreement. CLASSIC agrees to indemnify, hold harmless, protect and defend AGENCY from and against any liability, claim, loss, cost expense or damage (including reasonable attorney fees and costs) (the "Claims") claimed by a third party arising out of the operation of CLASSIC or actions of its agents, employees, contractors, or representatives, in connection with the operations of CLASSIC, excluding Claims arising from the gross negligence or willful misconduct of AGENCY.
- F. CLASSIC shall not be liable for any loss, cost, damage, claim or liability of any kind or nature whatsoever arising from, or in connections with any services provided by AGENCY under this Agreement. AGENCY agrees to indemnify, hold harmless, protect and defend CLASSIC from and against any Claims claimed by a third party arising out the operation of AGENCY or actions of its agents, employees, contractors, or representatives, in connection with the operations of AGENCY, excluding Claims arising from the gross negligence or willful misconduct of CLASSIC.

Miscellaneous:

- G. The Parties agree that the Agreement is governed under Utah law and shall have exclusive jurisdiction over any disputes between the Parties relative to this Agreement. This Agreement may be signed in counterparts. A faxed or scanned and electronically transmitted facsimile of a signature-bearing page will be conclusive evidence of execution. In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. No waiver will be construed as a continuing waiver or consent to a later breach. This Agreement is the Parties' entire and final Agreement and may not be modified except in writing signed by all Parties. The non-breaching party in any enforcement proceeding will be entitled to an award of all expenses, including reasonable attorney fees, incurred in obtaining redress. Each Party has been afforded the opportunity to review this Agreement with its own counsel. Each individual signing this Agreement in a representative capacity warrants his/her authority to bind the Party.

IN WITNESS WHEREOF and acknowledging acceptance and Agreement of the foregoing, the representatives of AGENCY and CLASSIC affix their signatures hereto.

DATED this ____ day of _____, 2015.

DATED this ____ day of _____, 2015.

Grand County EMS (AGENCY)

Classic Air Care, LLC (CLASSIC)

By: _____

By: _____

Andy Smith

From: Danalee Gerber
Sent: Tuesday, January 19, 2016 3:56 PM
To: Andy Smith
Cc: Bryony Chamberlain
Subject: Re: Agreement for reievew--EMS w Classic Air Med

Good Afternoon Andy,

Please know Mr. Fitzgerald has reviewed the EMS and Classic for air medical services, and finds it acceptable. Please fee free to contact our office if anything further is needed or if there are any questions

Thank you,

Danalee Welch-Gerber

Grand County Attorney's Office

(T) 435.259.1384 (F) 435.259.3926

From: Andy Smith <asmith@grandcountyutah.net>
Date: Friday, November 20, 2015 at 3:44 PM
To: DANALEE WELCH-GERBER <dgerber@grandcountyutah.net>
Subject: Agreement for reievew

Danalee,

I think I'm supposed to send this to you. Let me know if it needs to go to someone else.

Thanks,
Andy Smith

Council Assignment Summary 2016

ASSIGNMENT	Vote	Rep/Liaison	Meeting Dates & Times	Location
Airport Board	no	Rory	1st Mon @ 5pm	Chambers
ALG (Association of Local Government)/CDBG	yes	Lynn, Alt. Mary, Alt. Jaylyn	4th Thurs @ 1pm with occasional date changes	Price
Arches SSD Board	yes	Lynn	3rd Thurs @ 4pm	Fairfield Inn & Suites
BLM (Bureau of Land Management)	N/A	Chris	Quarterly meetings TBD	
Boundary Commission	yes	Chris	as needed, at least once a year	Chambers
Building Codes Board of Appeals	no	None	as needed	
Canyonlands Healthcare SSD Board (CHCSSD)	yes	Ken	3rd Thurs monthly @ 5:30pm	Hospital room 3
CCP (Canyon Country Partnership)	N/A	Liz, Chair	All day: Mar 17, Apr 28, Jun 23, Aug 25, Oct 27, Dec 1	Regional
Catastrophic Wildfire Initiative, Governor's	N/A	Liz	as needed	
Cemetery Maintenance District Board	yes	Mary	2nd Tues @ 6pm, Sunset Memorial	Dist Ofc
Chamber of Commerce	N/A	Rory	3rd Tues @ noon for Chamber; Board meets as needed at Zions or City Hall	Restaurants
Children's Justice Center (CJC) Advisory Board	yes	Mary	Semi-annually 3rd Wed of Feb 17 & Aug 17 @ 12pm	Fire Dept
Council on Aging Board	no	Jaylyn	2nd Mon monthly @ 12:30pm	Grand Ctr
Dewey Bridge Restoration Committee (of HPC)	no	Chris	as needed	
Film Commission Committee	N/A	Lynn	as needed	City Offices
Hazmat/Local Emergency Planning Committee (LEPC)	N/A	Liz	4th Thurs @ 12PM quarterly beginning in Mar: Mar, Jun, Sep, & Dec	Fire Dept
Historical Preservation Commission (HPC)	no	Chris	2nd Fri @ 10:00am every other month beginning in Jan: Jan, Mar, May, Jul, Sept, Nov	Museum
Homeless Coordinating Committee	yes	Mary	4th Wed @ 1:00pm; Apr, June, Aug, Oct, Nov, Dec, Jan & Feb	Zions Bank
Housing Authority Board (HASU)	no	Jaylyn	3rd Thur @ 12PM	City Chmbrs
Housing Task Force, Affordable	yes	Jaylyn	First Mon @ 1PM every other month	Chambers
Library Board	yes	Ken	2nd Thurs @ 5:30pm every other month; Jan, Mar, May, July, Sept & Nov	Library
Mental Health Board (Four Corners)	yes	Liz	4th Tues @ 2:45pm every other month; Jan, Mar, May, Jul, Sep, Nov	Green Rvr
Moab Tailings Project Steering Committee (MTP)	yes	Mary, Rory alternate	4th Tues @ 3PM Jan 26, April 26, July 26, & Oct 25	Chambers
Mosquito Abatement District Board (MMAD)	yes	Ken	1st Thurs @ 5:30pm except no mtg in Jan & 2nd Thur in Dec	Dist Ofc
OSTA Advisory Committee	no	Chris	2nd Tues @ 5:30pm	OSTA Conf Rm.
Performance Review Committee	no	Rotating	Monthly (typically 3rd Thurs @ 8:30am)	Chambers
Planning Commission	no	Mary	2nd & 4th Wed @ 6pm, except Jan 12th instead of 13th; no 4th Wed meeting in Nov or Dec	Chambers
Public Health Board (Health Department)	yes	Liz	4th Tues @ 5pm every other month beginning in Jan: Jan, Mar, May, Jul, Sep, Nov	Green Rvr
Recreation SSD Board	yes	Chris	3rd Wed @ 6PM Nov-Mar; 7pm Apr-Oct,	City Chmbrs
Safety and Accident Review Committee	yes	Chris	1st Tues @ 8:30am	Chambers
Sand Flats Stewardship Committee	yes	Lynn	2nd Thurs @ 3pm quarterly beginning in Mar: Mar 10, Jun 9, Sep 8, & Dec 8	Chambers
Solid Waste Management SSD Board	yes	Mary	2nd Thurs @ 4pm	District Office

Council Assignment Summary 2016

Star Hall Advisory Committee	yes	Ken	as needed	
Thompson Springs Fire District Board	no	Liz	2nd Thurs @6pm	Thompson
Thompson SSD (Water) Board (Elected)	no	Liz	2nd Thurs @7pm	Thompson
Trail Mix Committee	yes	Chris	2nd Tues @ noon for 2 to 2-1/2 hours	Grand Ctr
Transportation SSD Board	yes	Lynn	2nd Tues @ 6:00pm	Road Shed
Travel Council Advisory Board, Moab Area	no	Lynn	2nd Tues @ 3:00pm except no mtg in July and Sept mtg will begin at 10am-5pm	Chambers
USU Advisory Board	N/A	Chris	2nd Tuesday Quarterly beginning in Jan, Apr, July, Oct @ 2PM	USU Moab
Water District Administrative Control Board (Elected)	yes	Lynn	1st & 3rd Thurs @ 7pm except 4th Thurs/Jun 23rd; 1 mtg in Dec/Dec 8th; Full Board Meetings include GCSSWD, GC Water Conservancy District, & Spanish Valley Water & Sewer Improvement District and are scheduled for Mar 5, Jun 25, Sept 3, Nov 5 & Dec 10	Water Dist Ofc
Watershed Partnership, Moab Area	yes	Liz	3rd Wed @ 9:00am every other month; Jan, Mar, May, July, Sept & Nov	Grand Ctr
Weed Control Board, Noxious	yes	Rory	1st Mon @ 4pm quarterly; Jan, Apr, <u>Aug</u> , & Oct	Grand Ctr
Wildland Fire Policy Group, UAC's	N/A	Liz	as needed; temporary Board ending in the Fall 2015	
Your Utah Your Future Project/Envision Utah	N/A	Lynn	as needed	
Conservation District, Grand County	N/A	Liz	2nd Mon @ 7pm	Youth Garden Project

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
FEBRUARY 2, 2016

Agenda Item: Q

TITLE:	Public Hearing to Hear Public Input on County Substance Use Disorder and Mental Health Needs
FISCAL IMPACT:	None
PRESENTER(S):	Karen Dolan, Chief Executive Officer of Four Corners Community Behavioral Health, Inc.

Prepared By:

Danielle Oman
Administrative Asst.
Four Corners
Community Behavioral
Health, Inc.
P.O. Box 867
Price, UT 84501
435-637-7200 x301
dorman@fourcorners.ws

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to authorize Council Chair Tubbs, to sign the Public Hearing Signature Form and all associated documents.

BACKGROUND:

The County is the local mental health and substance use disorder authority. Four Corners Community Behavioral Health, Inc. is contracted to provide services for the community needs. Both Medicaid and the State require an annual public hearing to allow public input regarding these community needs.

ATTACHMENT(S):

Signature of hearing Grand 2016
Grand public hearing ad 2016

Grand County Local Authority Public Hearing for Citizen Input

Utah Code 17-43-201 and 17-43-301¹ require that each local authority establish mechanisms allowing for direct citizen input and review and evaluate mental health and substance abuse needs and services, including needs and services for persons incarcerated in a county jail or other county correctional facility.

Grand County held a public hearing for such purposes on February 2, 2016 at the Grand County Courthouse.

Council Chair Elizabeth Tubbs

Date

¹ The division has links to the code on its web site at <http://www.hsdsa.state.ut.us/ct.htm>

PUBLIC HEARING

Four Corners Community Behavioral Health, Inc. and the Grand County Council members, as the local authority of substance use disorder and mental health, invite Medicaid enrollees and other community members to give input regarding the mental health and substance use disorder treatment needs in Grand County at a public hearing on February 2, 2016. Input from citizens, clients and families will be used in planning services and in decision making during this next fiscal year. The public hearing will be held as part of the regularly scheduled Grand County Council meeting, on Tuesday, February 2, 2016 at 4:00 pm in the Grand County Council Chambers, 125 East Center Street, Moab, Utah. For more information please contact FCCBH, Inc. at 435-637-7200.