



GRAND COUNTY COUNCIL REGULAR MEETING

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

AGENDA

Tuesday, February 16, 2016

2:00 p.m.

- Joint County Council-County Planning Commission Workshop**
 - A. Housing Workshop (Zacharia Levine, Community Development Director)

3:45 p.m.

- Recess**

4:00 p.m.

- Municipal Building Authority Meeting**

4:10 p.m.

- Call to Order**
- Approval of Minutes** (Diana Carroll, Clerk/Auditor)
 - B. February 2, 2016 (Workshop and County Council Meeting)
- Ratification of Payment of Bills**
- Elected Official Reports**
- Council Administrator Report**
- Department Reports**
 - C. 2015 Production Water Report (Lee Shenton, Technical Advisor)
- Agency Reports**
 - D. Accepting the Utah Division of Wildlife Resources (UDWR) PILT Payment (Chris Wood, Southeast Regional Supervisor, UDWR)
 - E. 2015 Moab to Monument Valley Film Commission Report (Bega Metzner, Assistant Director and Rebecca Davidson, Moab City Manager)
- Citizens to Be Heard**
- Presentations**
 - F. Presentation on Public Defender Semi-Annual Report (Don Torgerson, Torgerson Law Offices, P.C.)
 - G. Presentation on Montrose to Moab Rimrocker Trail (Jon Waschbusch, Montrose County Government Affairs Director)
- Discussion Items**
 - H. Discussion on Next Steps to Comply with House Bill 323 – County Resource Management Plans (CRMP) (Zacharia Levine, Community Development Director)
 - I. Discussion on Points for Drafting a Letter to Congressmen Chaffetz and Bishop in Response to Regarding the Congressmen’s Draft Public Lands Initiative (Chairwoman Tubbs)
 - J. Discussion on Calendar Items and Public Notices (Bryony Chamberlain, Council Office Coordinator)
- General Business- Action Items- Discussion and Consideration of:**
 - K. Adopting Proposed Resolution of the County Council of Grand County, Utah Authorizing and Approving the Execution of an Annually Renewable Master Lease Agreement, by and between Grand County and the Municipal Building Authority of Grand County, Utah Authorizing the Issuance and Sale by the Authority of its Lease Revenue Bonds, Series

2016, in the Aggregate Principal Amount of not to Exceed \$2,328,000; and Related Matters (Sheriff White; Rick Bailey, Grand County Emergency Management Director; Randy Larsen, Bond Attorney, Ballard Spahr; and Alex Buxton, Vice President, Zions Bank Public Finance)

- L. 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), Postponed from February 2, 2016 (Zacharia Levine, Community Development Director)
- M. Approving Proposed Letter to the State Legislature Regarding Proposed House Bill 132 – Amending Municipal Business Licenses (Zacharia Levine, Community Development Director)
- N. Approving Proposed Letter to Utah Legislators Opposing House Bill 115, “Beekeeping Modifications” which would Nullify Grand County Ordinance No. 531, “Apiculture (Honey Bee Husbandry) Protection” (Jerry Shue, Grand County Bee Inspector)
- O. Approving Proposed Letter to Utah Division of Air Quality (UDAQ) Requesting Accelerated Requirements for Installation of Proper Emission Control Equipment at Oilfield Water Logistics’ Danish Flats Facility (Lee Shenton, Technical Advisor)
- P. Approving Proposed License Agreement with VendMoab for Vending Concessions at Canyonlands Field Airport (Judd Hill, Airport Manager)
- Q. Approving 2015 Council Discretionary Funds of \$3,023 for 2015-2016 Alternate Conflict Defender Invoices from Law Office of Dusten Heugly, PLLC (Diana Carroll, Clerk/Auditor)
- **Consent Agenda- Action Items**
 - R. Approving Proposed Letter to U.S. Congress Emphasizing Need for Re-federalization of Transportation Security Administration (TSA) Screening Services at Canyonlands Field Airport
 - S. Approving Proposed One Month Office Lease Agreement for Mesquite Electric at Canyonlands Field Airport
 - T. Approving Proposed Cooperative Law Enforcement Agreement between the Grand County sheriff’s Office and the United States Department of Agriculture (USDA), Forest Service and Manti-La Sal Forest
 - U. Approving Retail Beer License for Outerbike – Consumer Bike Demo to be Held at Bar M Trailhead April 1-3, 2016
 - V. Adopting Proposed Resolution to Repeal Resolution 2883, Board of Adjustment Bylaws
- **Public Hearings- Possible Action Items**
 - W. A Public Hearing to Solicit Public Input on a Proposed Ordinance for a Rezone of Property from a Split Zone of Rural Residential (RR) and Highway Commercial (HC) to a Single Zone of Highway Commercial. The Property is Located at the Corner of Highway 191 and Sage Avenue (North of Sage Avenue) (Zacharia Levine, Community Development Director)
 - X. A Public Hearing to Solicit Public Input on a Proposed Ordinance for a Rezone of Property from Range & Grazing (RG) to Rural Residential (RR). The Property is Located at 200 N. Thompson Canyon Road in Thompson Springs, Utah (Zacharia Levine, Community Development Director)
- **General Council Reports and Future Considerations**
- **Closed Session(s)** (if necessary)
- **Adjourn**

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS. In compliance with the Americans with Disabilities Act, individuals with special needs requests wishing to attend County Council meetings are encouraged to contact the County two (2) business days in advance of these events. Specific accommodations necessary to allow participation of disabled persons will be provided to the maximum extent possible. T.D.D.

(Telecommunication Device for the Deaf) calls can be answered at: (435) 259-1346. Individuals with speech and/or hearing impairments may also call the Relay Utah by dialing 711. Spanish Relay Utah: 1 (888) 346-3162

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 MEETING
February 16, 2016**

Agenda Item: A

TITLE:	Housing Workshop
FISCAL IMPACT:	N/A
PRESENTER(S):	Zacharia Levine, Community Development Director

**Prepared By:
ZACHARIA LEVINE
GRAND COUNTY
COMMUNITY
DEVELOPMENT
DIRECTOR**

FOR OFFICE USE ONLY:

Attorney Review:

N/A

BACKGROUND:

The Grand County Council will address housing affordability in a series of workshops beginning at 2:00 pm ahead of each regular scheduled public meeting.

ATTACHMENT(S):

1. Amending the Grand County Land Use Code to Facilitate Housing Affordability – Work Plan: Division of Labor & Priorities (Zacharia Levine, Community Development Director)
2. An Update on Housing Affordability – 10.30.16 presentation slides (Zacharia Levine, Community Development Director)
3. 2009 Moab City and Grand County Affordable Housing Plan (Moab Area Interlocal Housing Task Force)

Grand County Housing Workshop: February 16, 2016

Amending the Grand County Land Use Code to Facilitate Housing Affordability

Work Plan: Division of Labor & Priorities

Planning Commission	County Council	Planning Commission, County Council, & Others	Moab City & Grand County
Definition of affordable housing	Code Enforcement	FLUP: base densities	Trail & road infrastructure
FLUP/LUC: use table		Assured housing policies: residential & commercial	Water & sewer infrastructure
Removing open space requirements from PUDs		Target population groups	Shared design guidelines: proposed City annexation area
Subdivision and site planning: minimum lot sizes and setback requirements		Deed restrictions: minimum content requirements	Growth management
Accessory dwelling units (ADUs)		Deed restrictions: administration	Economic development: vision & strategic plan
Impact fee waiver: explicit language		Height restrictions	
		Buffer requirements	
		Parking requirements	
		Road widths	
		Dormitories & group housing	

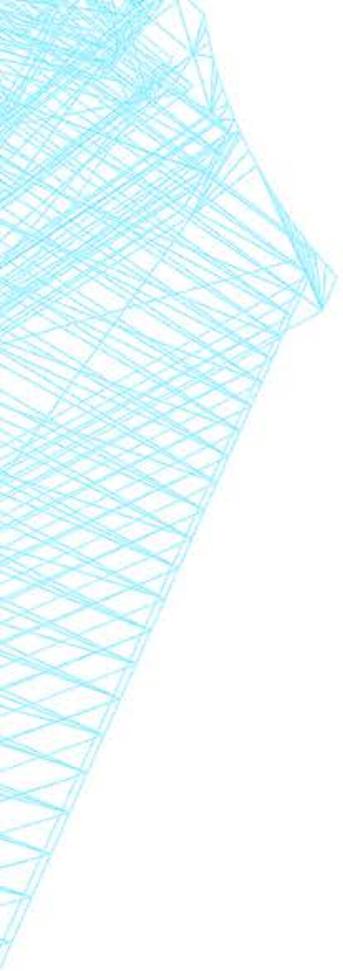


MOAB AREA HOUSING

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

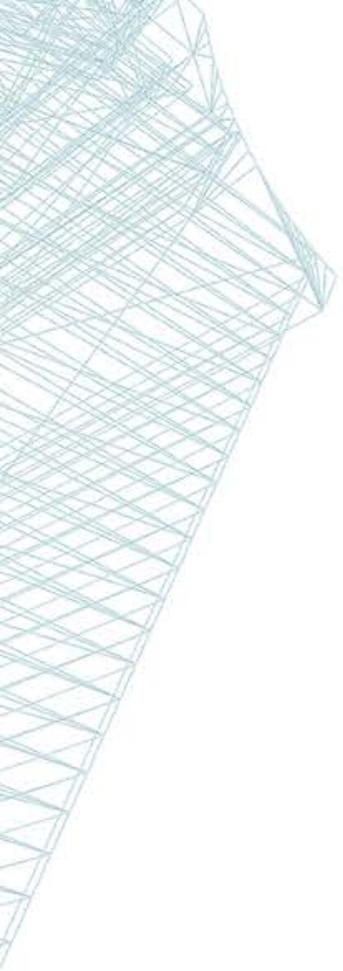
Molly Marcello

Katlyn Keane

Annalee Howlend

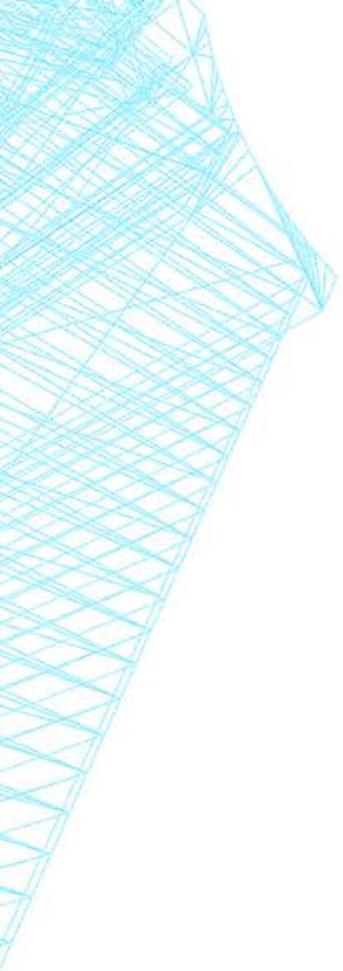
Susan Marhall

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.)



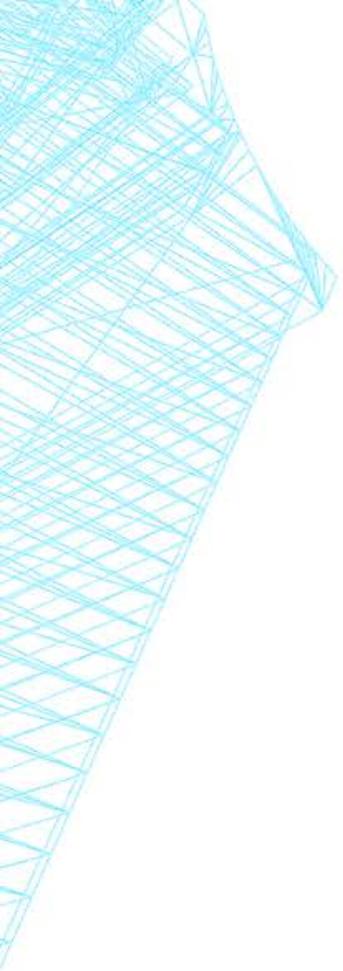
- After housing, is **\$373/mo. or \$1304/mo. residual** enough to cover all other essential expenditures for a family of four?



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

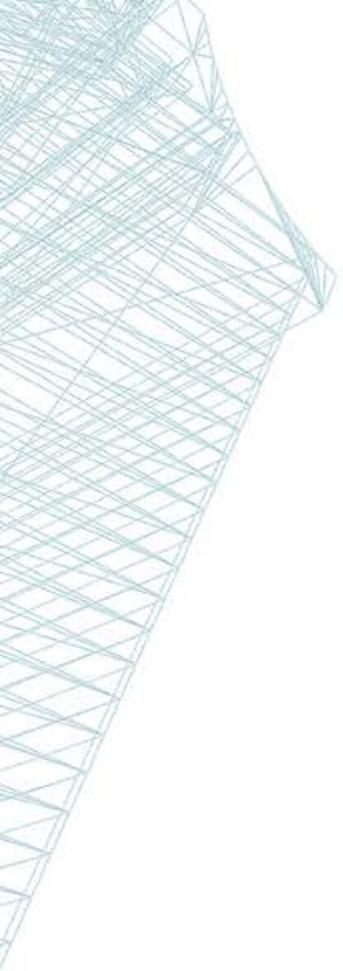
“We pay the national average in wages, but expensive housing keeps people from moving and staying here.”

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



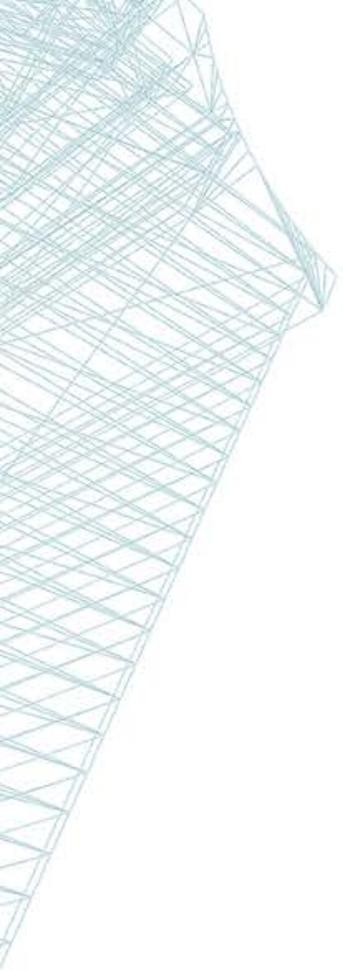
MOAB CITY AND GRAND COUNTY

2009 HOUSING STUDY &
AFFORDABLE HOUSING PLAN



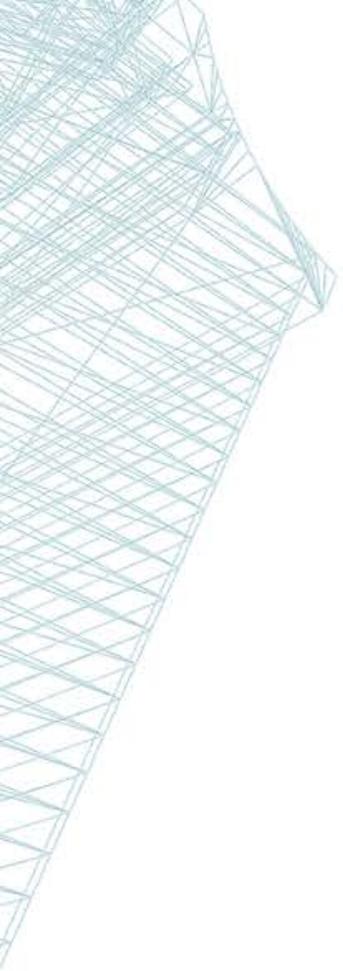
GENERAL CONCEPTS/INTRODUCTION

- 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 (BEBR), 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

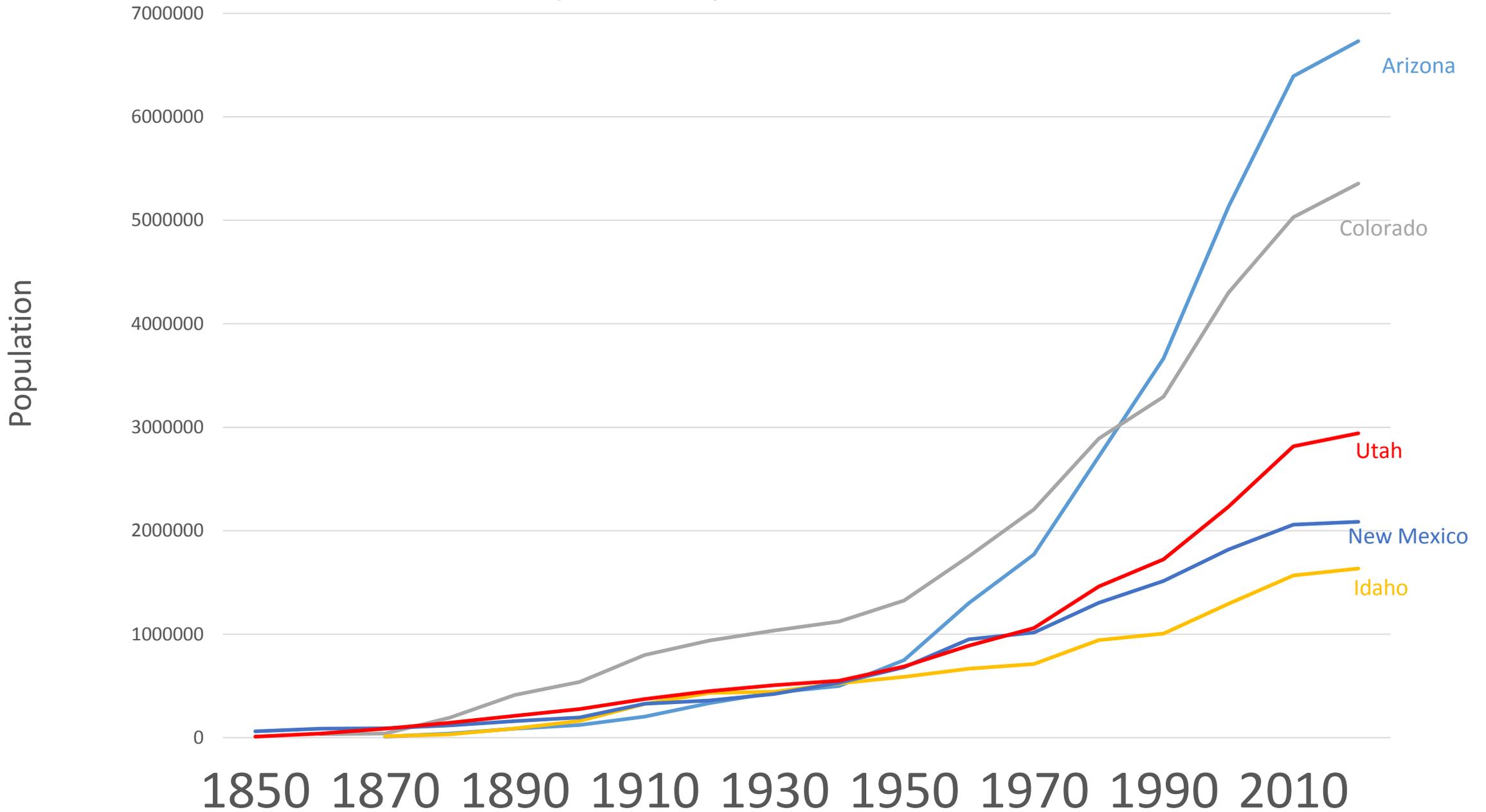
- Four primary factors:
 - Low household income
 - High housing costs
 - External market demand
 - Conditions of existing housing inventory
- The housing gap increased markedly between '00 and '07
 - In '06/'07...
 - 194 renter-occupied housing units
 - 313 owner-occupied housing units
- Estimated 35%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



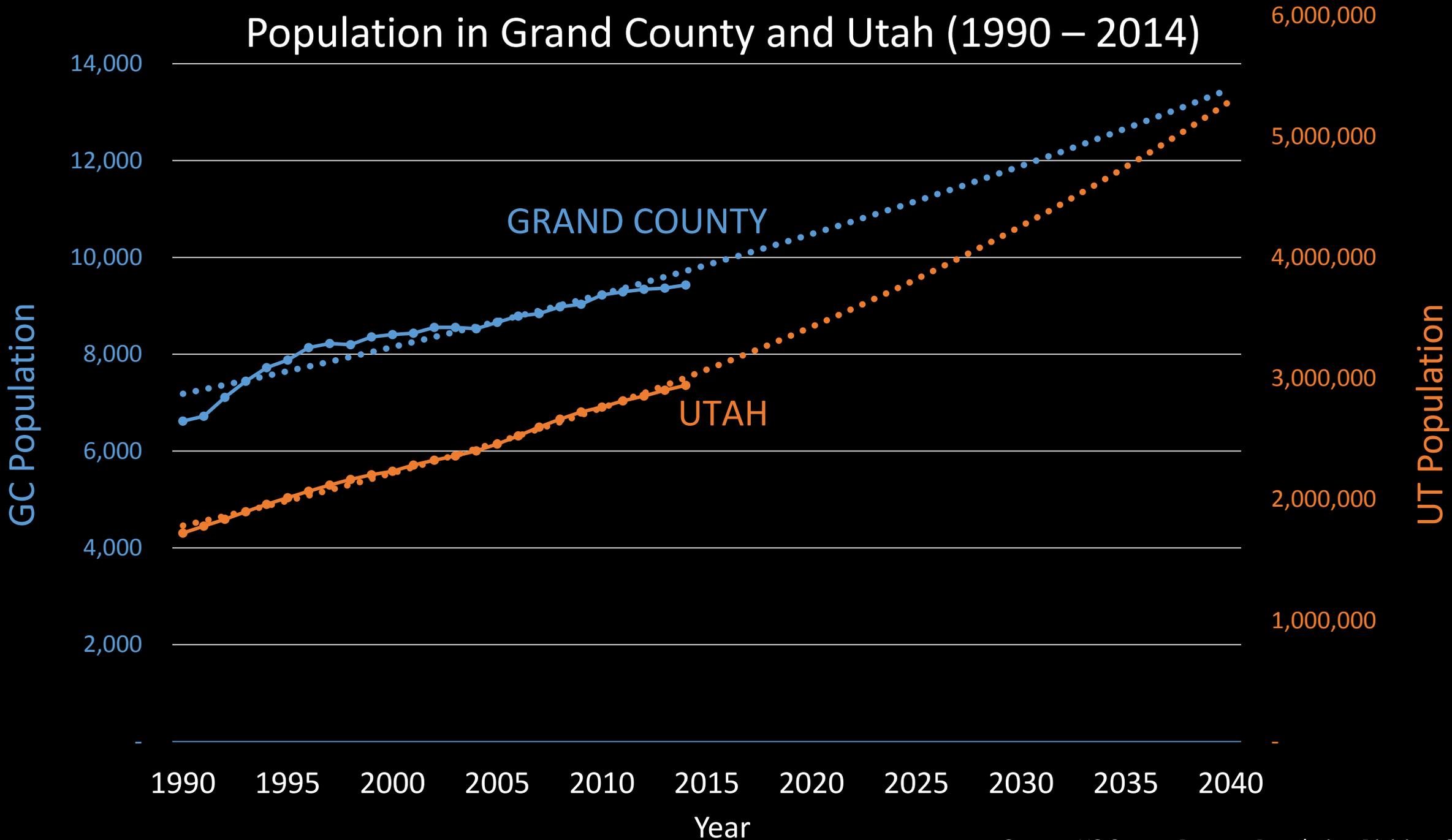
UPDATING THE 2009 STUDY...

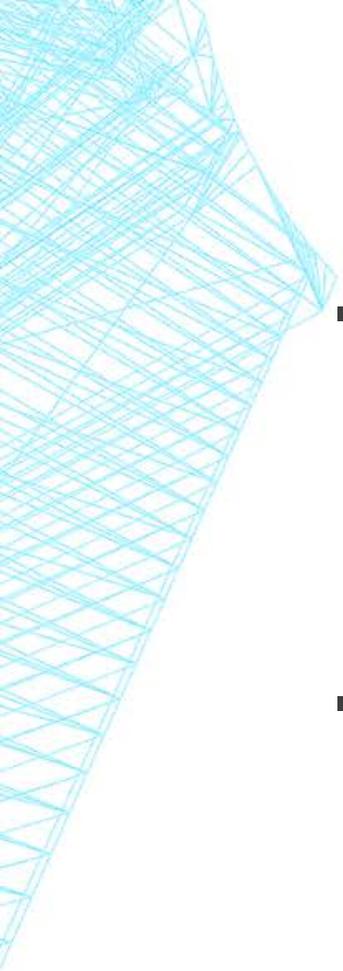
CURRENT MARKET CONDITIONS

Populations by State, 1850 - 2014



Population in Grand County and Utah (1990 – 2014)

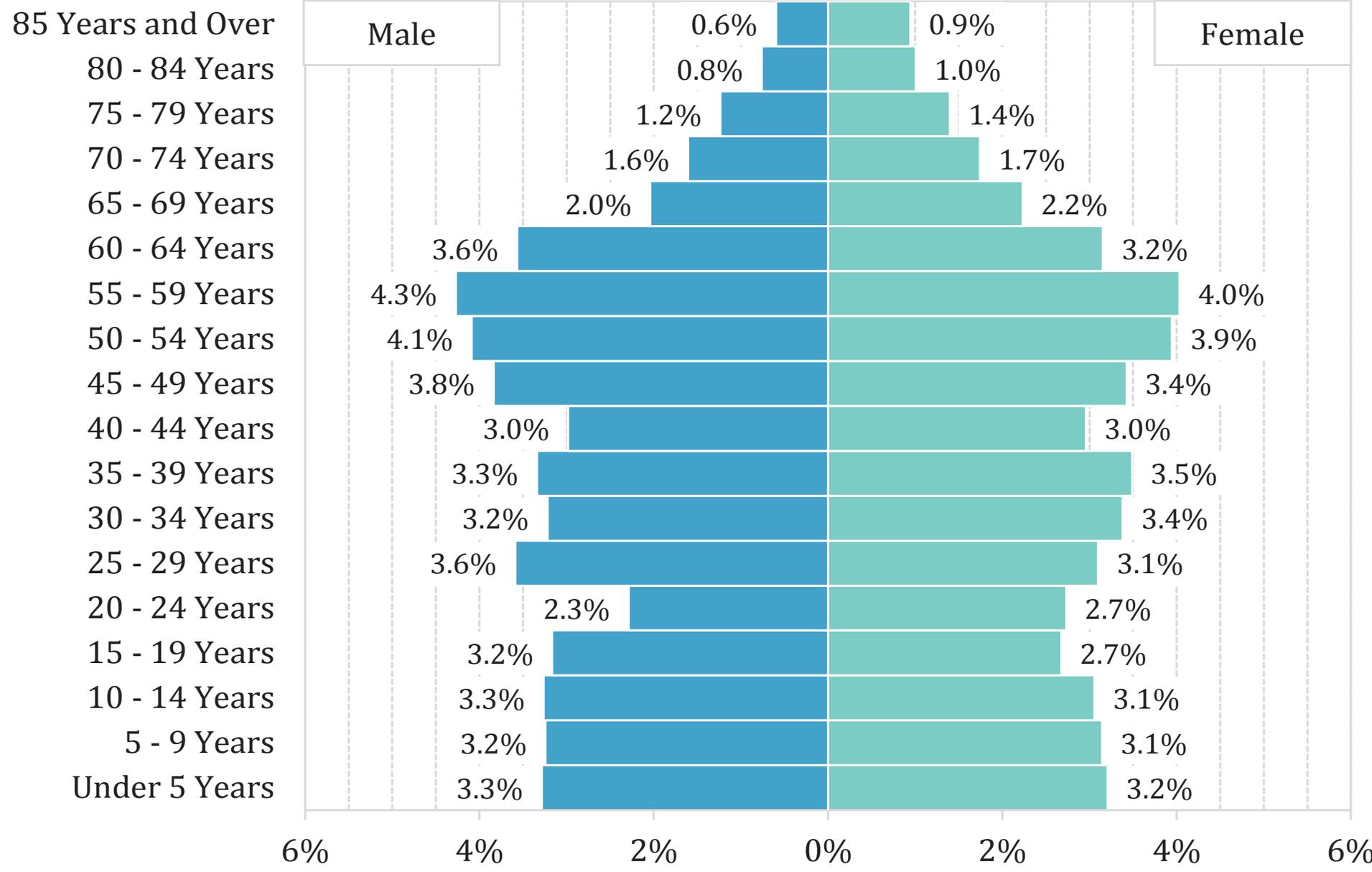




POPULATION TRENDS

- 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

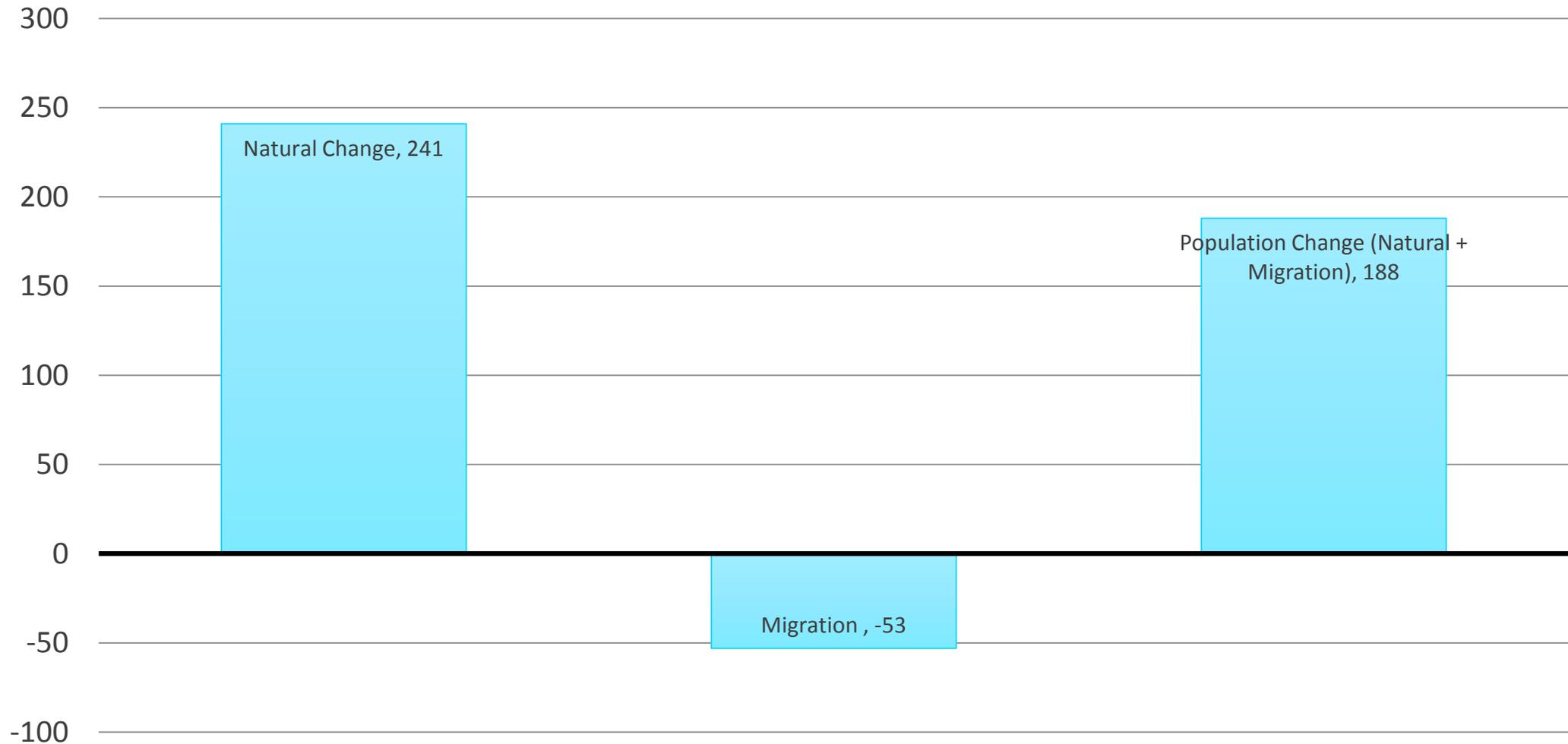
GRAND COUNTY POPULATION AGE STRUCTURE (2010)



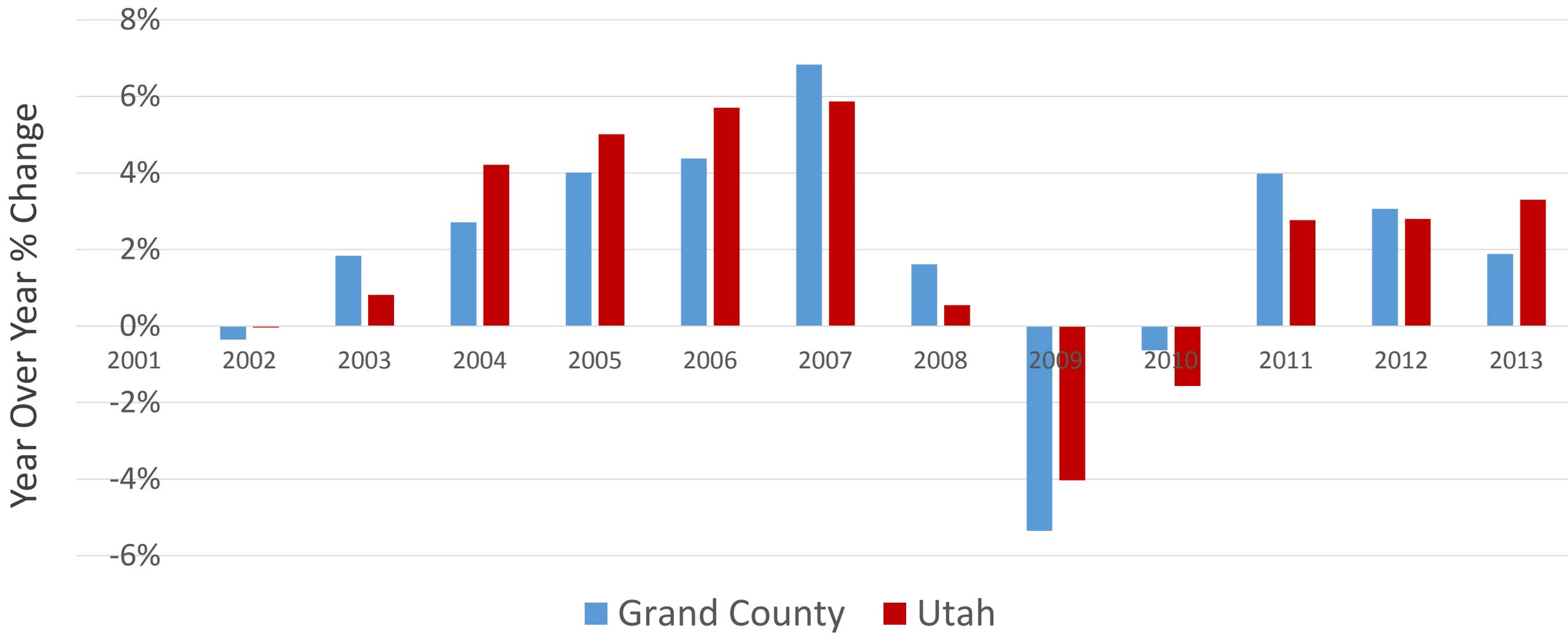
Sources: US Census Bureau

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%)

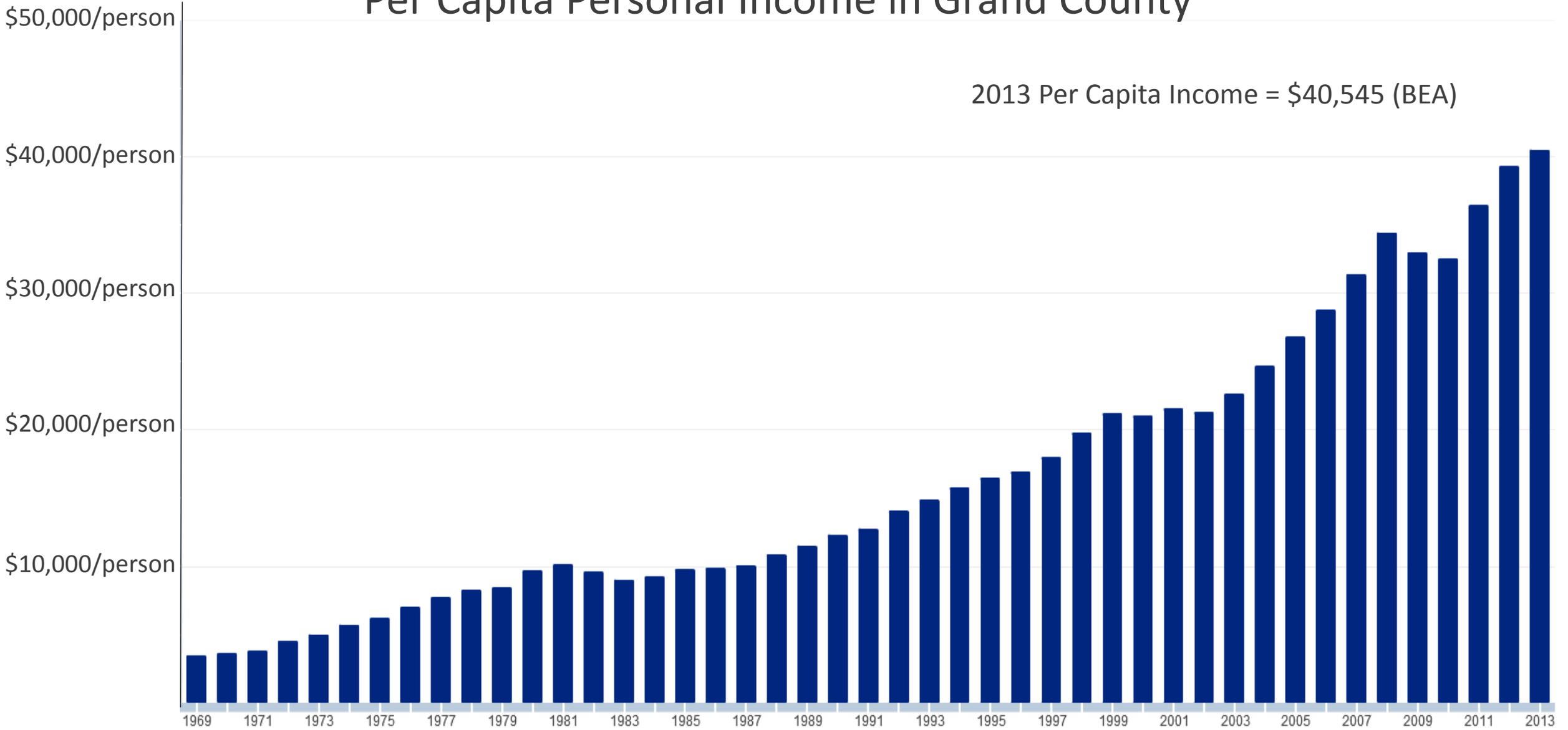
Sources:

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)

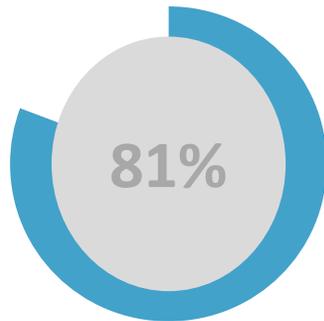


Source: Bureau of Economic Analysis

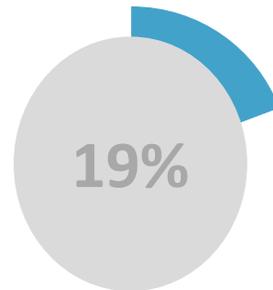
EXISTING HOUSING STOCK

Current Housing Occupancy

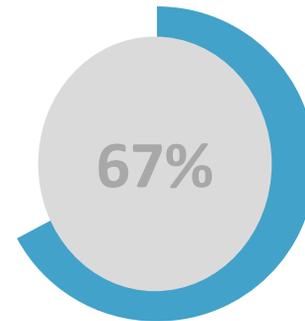
Occupied Housing
Units



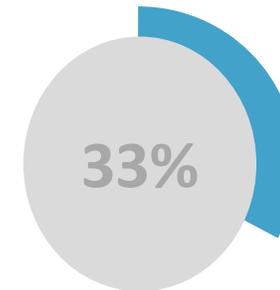
Vacant Housing
Units



Owner-Occupied
Housing Units



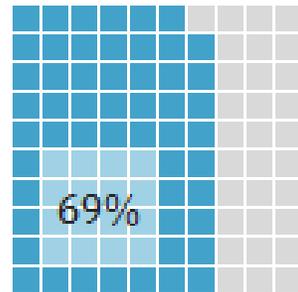
Renter-Occupied
Housing Units



EXISTING HOUSING STOCK

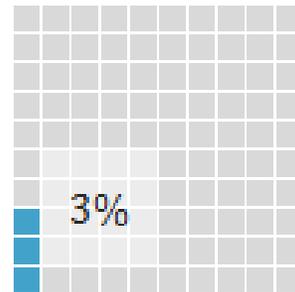
Housing Units by Structure Type

1-Unit Detached



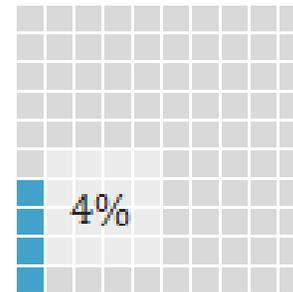
69%

1-Unit Attached



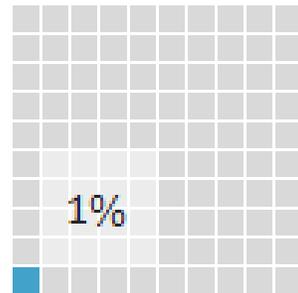
3%

2 to 4 Units



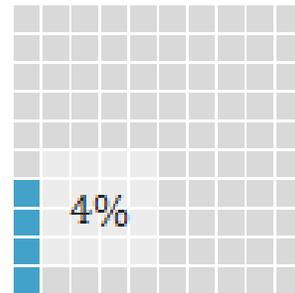
4%

5 to 19 Units



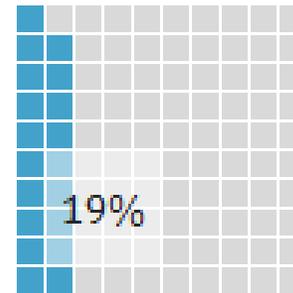
1%

20 or More Units

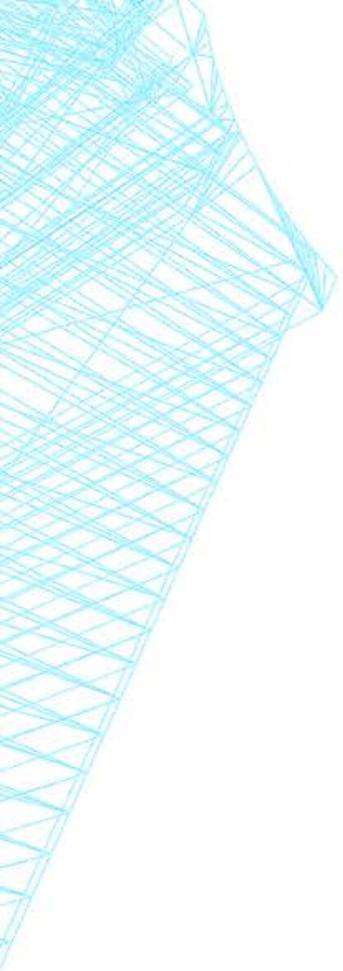


4%

Other (mobile home, RV, etc.)



19%



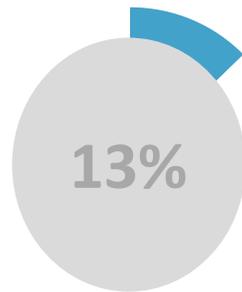
EXISTING HOUSING STOCK

- 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

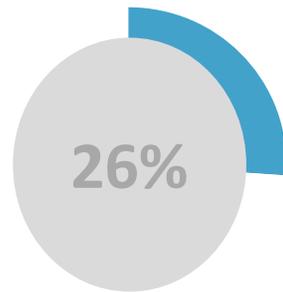
EXISTING HOUSING STOCK

Owner-Occupied Housing Units by Year Built

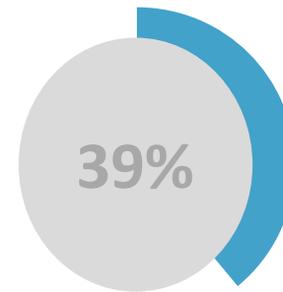
2000 or later



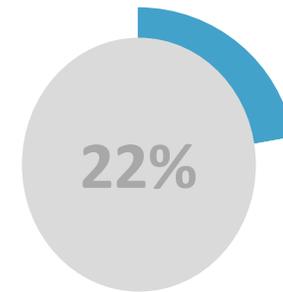
1980 to 1999



1960 to 1979



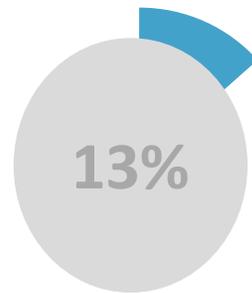
1959 or earlier



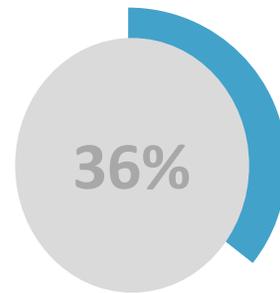
EXISTING HOUSING STOCK

Renter-Occupied Housing Units by Year Built

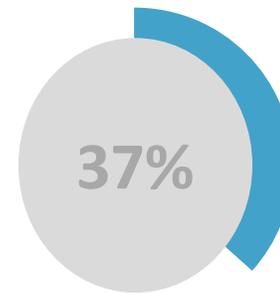
2000 or later



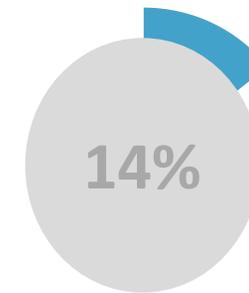
1980 to 1999

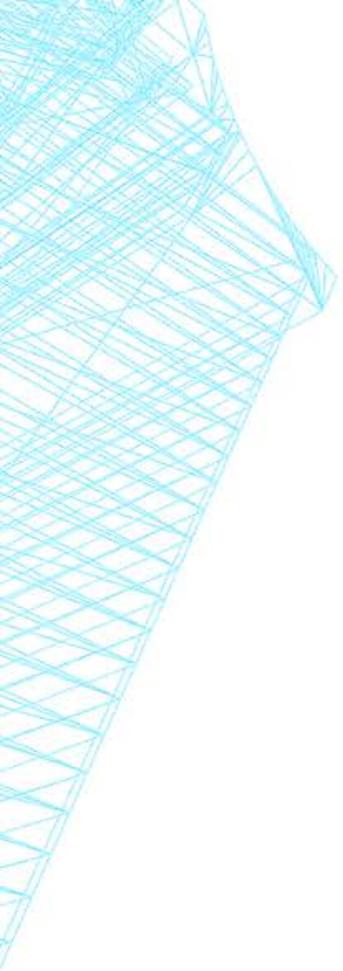


1960 to 1979



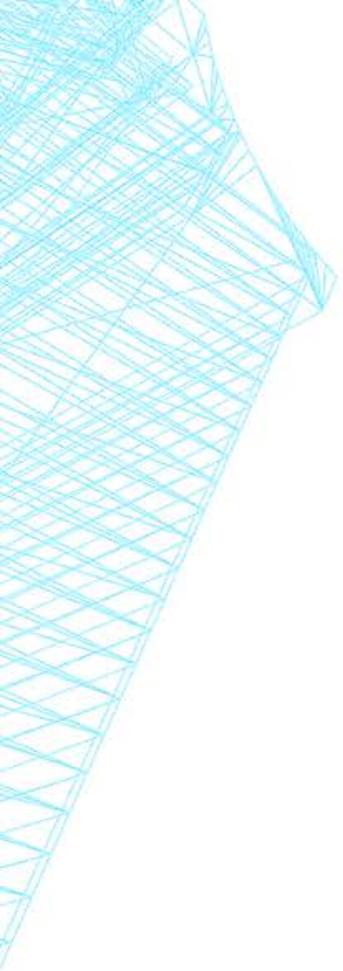
1959 or earlier





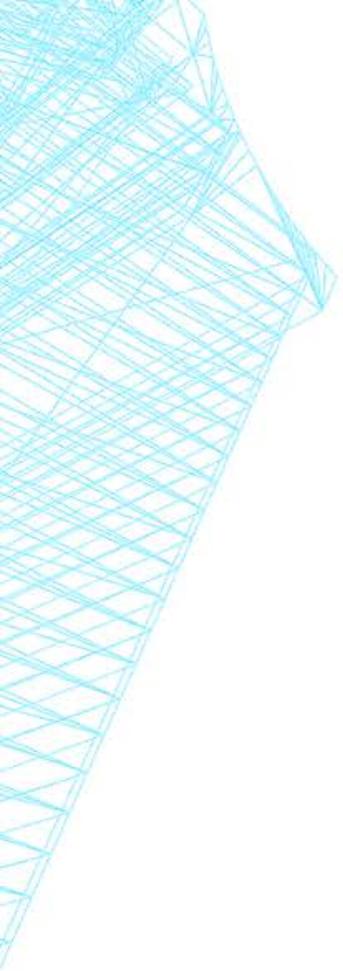
CONSTRUCTION ACTIVITY

- 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

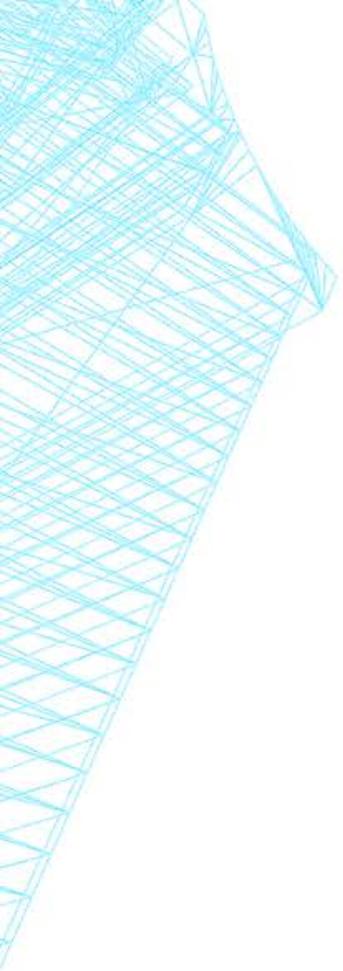
Average Commercial Parcels \$325,099/acre

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		



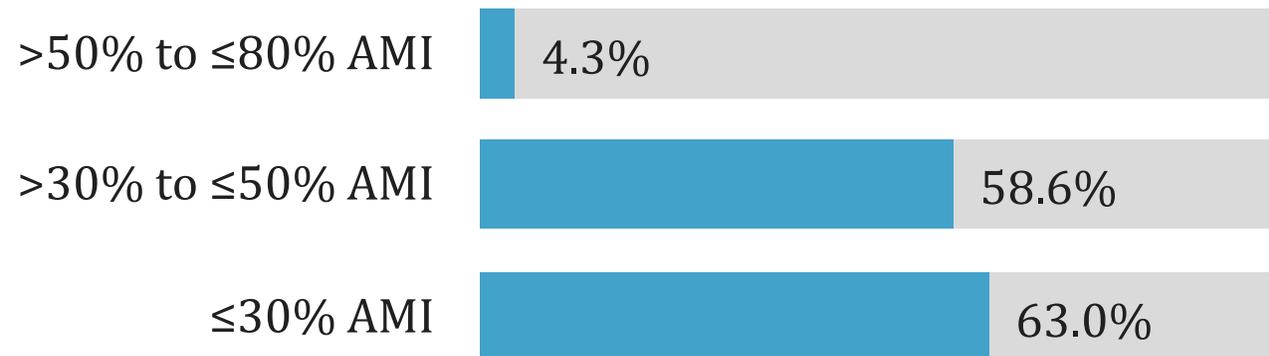
HOUSING NEEDS ANALYSIS

Cost Burdened Renter Households

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



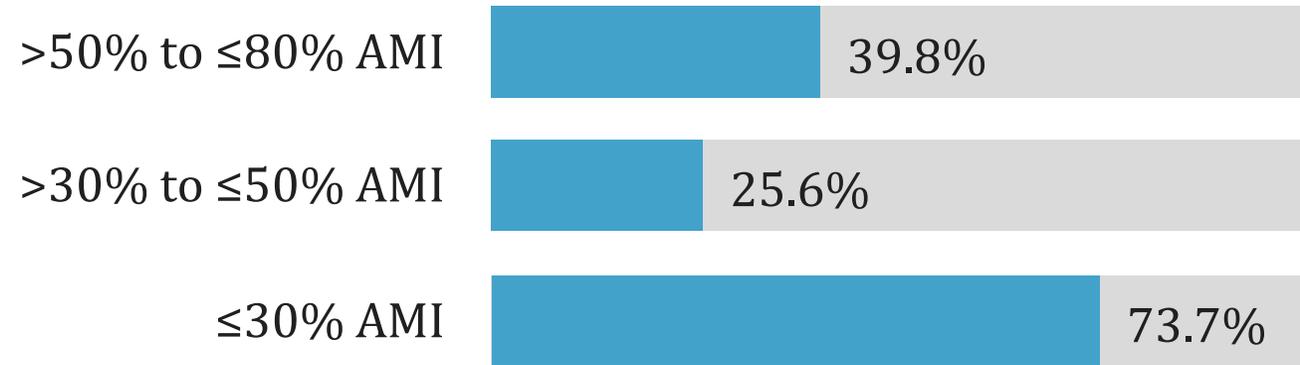
Households Spending 50% or More of Monthly Income on Housing (by Income Level)



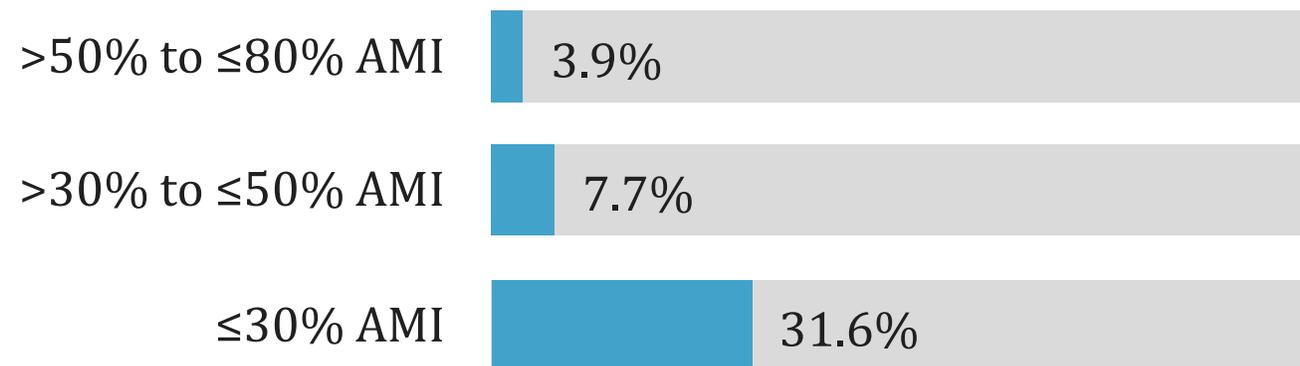
Source: American Community Survey, 2013. US Census Bureau

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

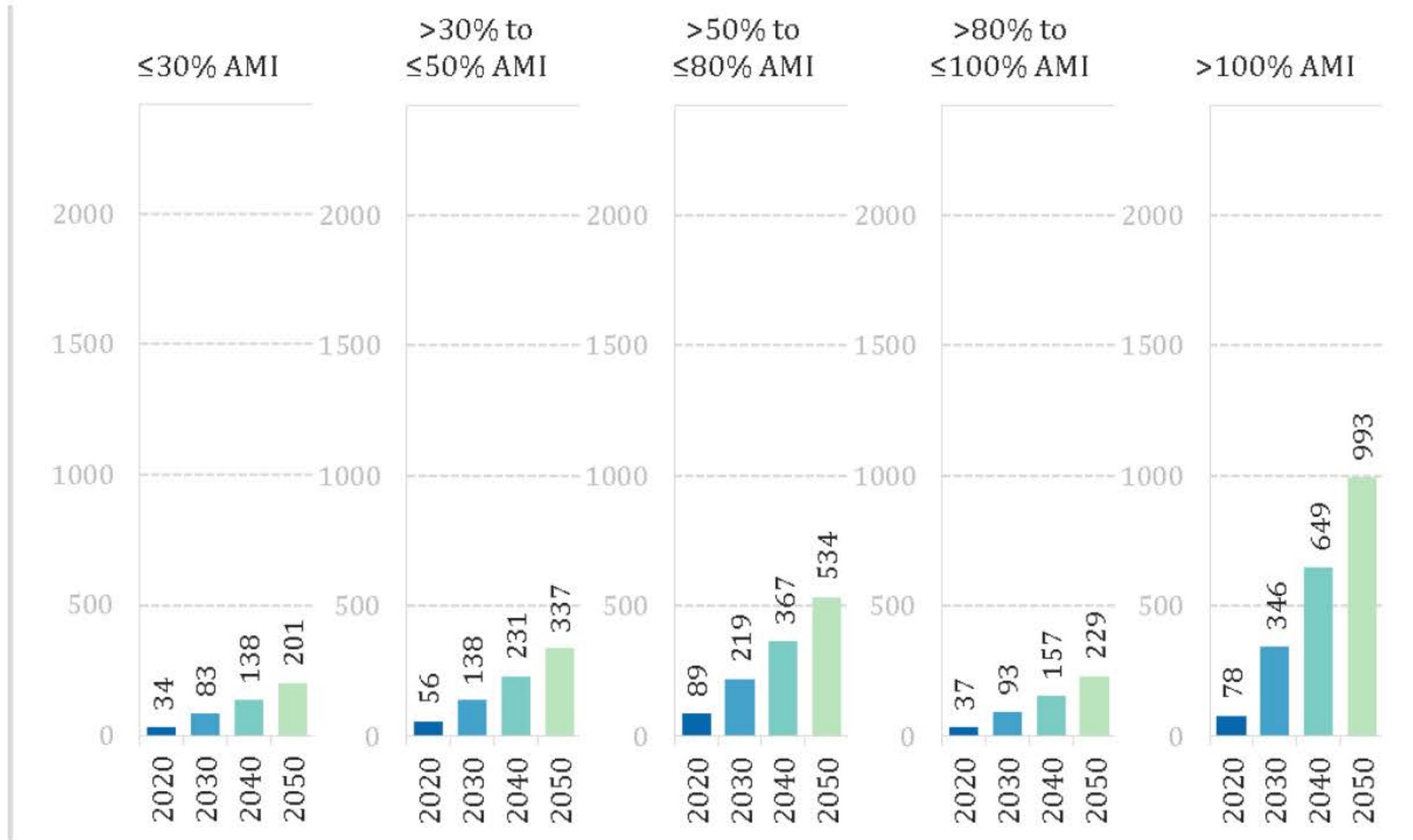
- 890 cost-burdened households (395 owner, 495 renter)
- 95% of active listings – out of reach for moderate income families
- Biggest deficits within smaller, renter-occupied housing

Existing Housing Stock

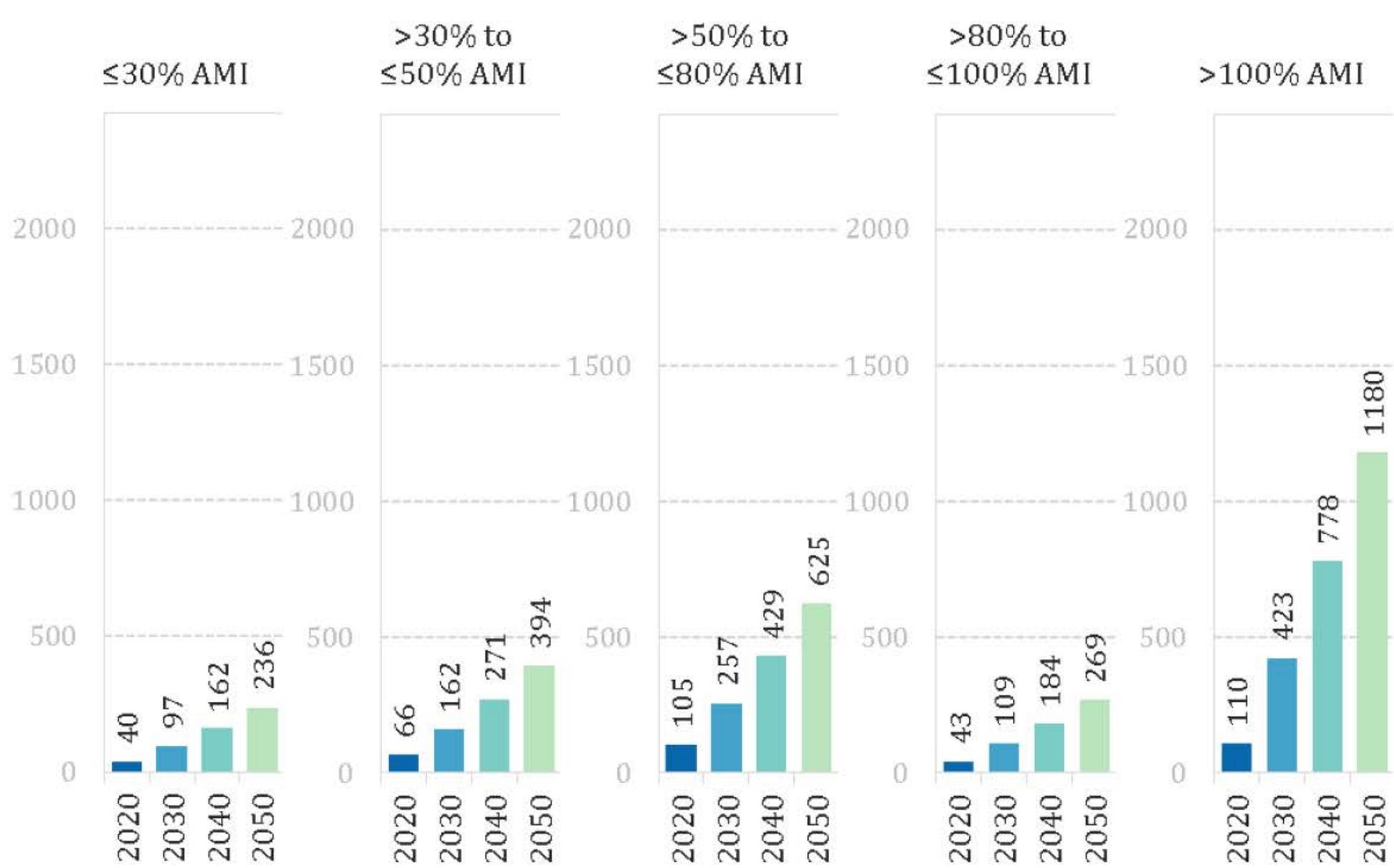
*Housing Units by
Number of Bedrooms*

	<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%

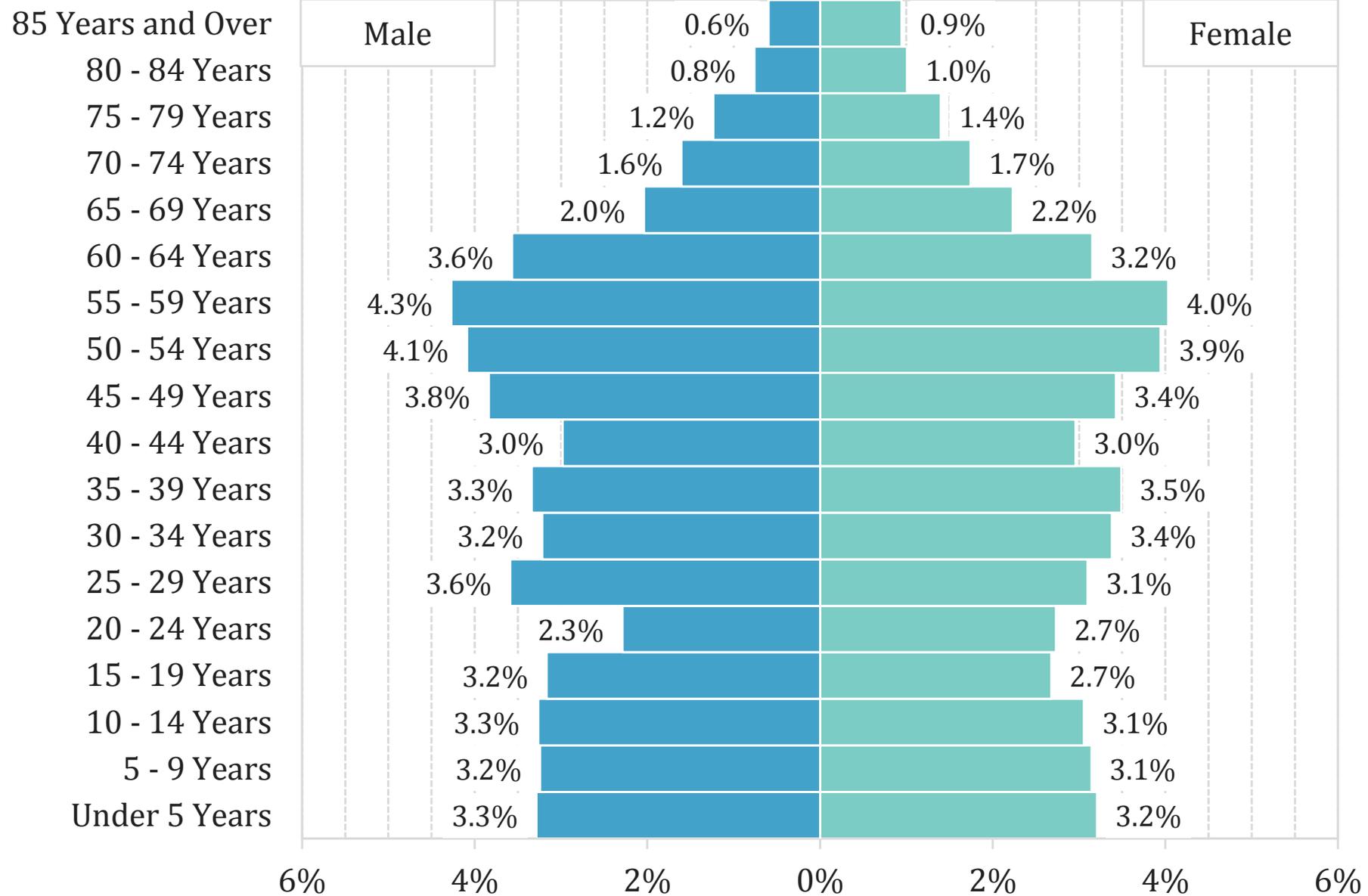
New Housing Demand by Year and Income Level: Model 1 Assumptions

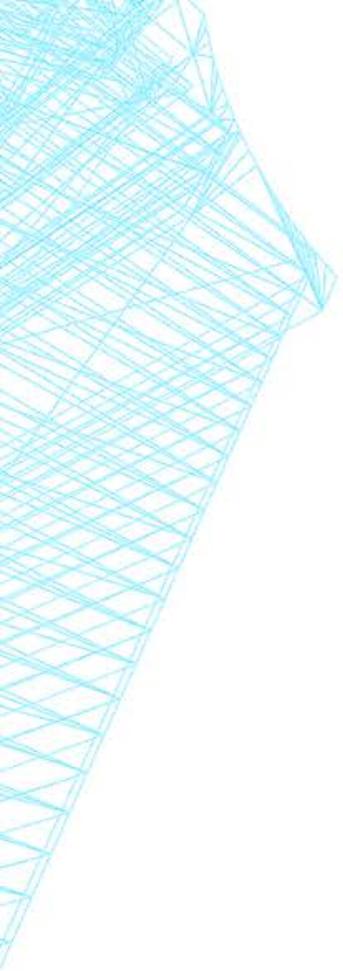


New Housing Demand by Year and Income Level: Model 2 Assumptions



Projected POPULATION AGE STRUCTURE (2030)

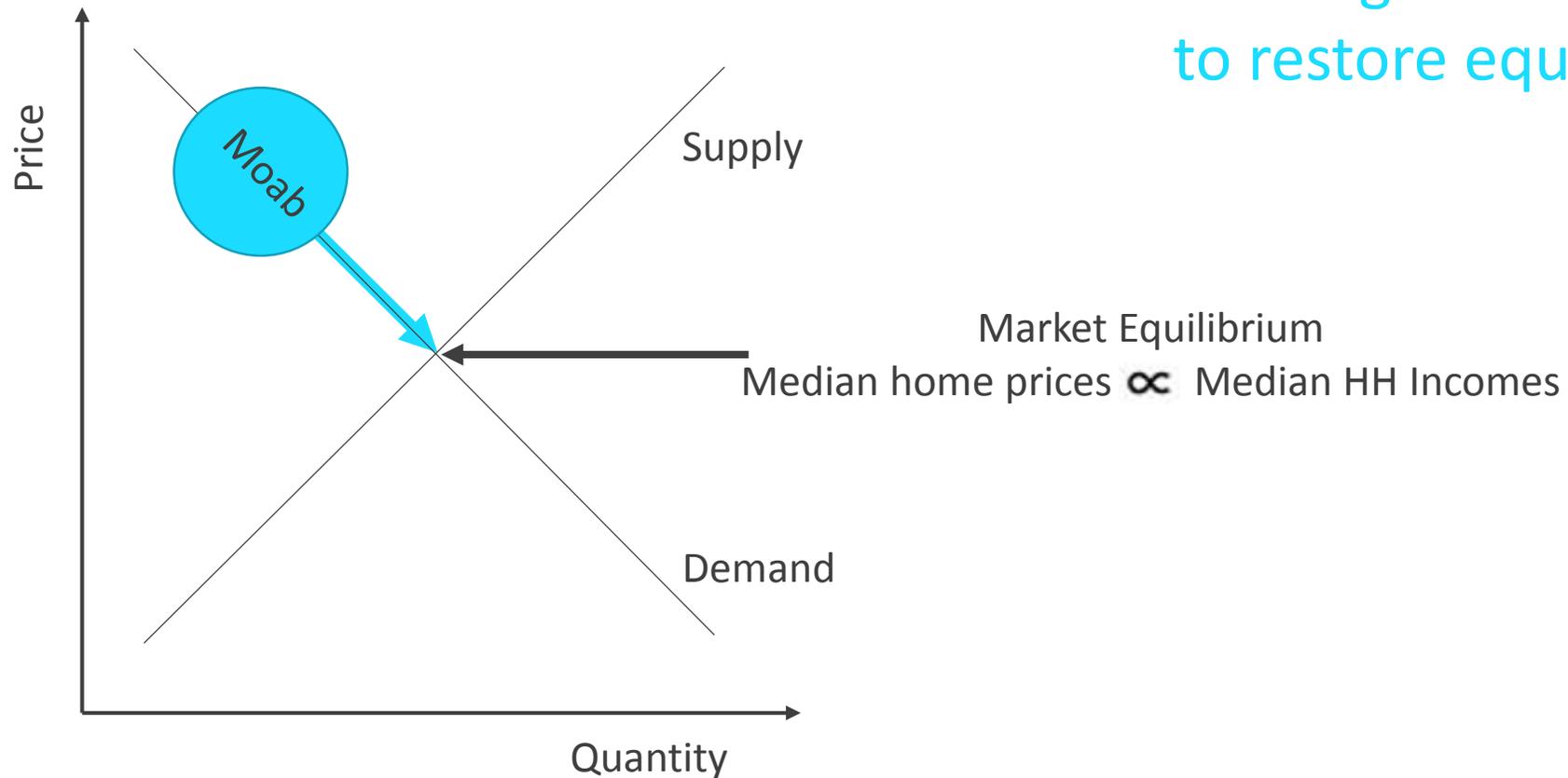


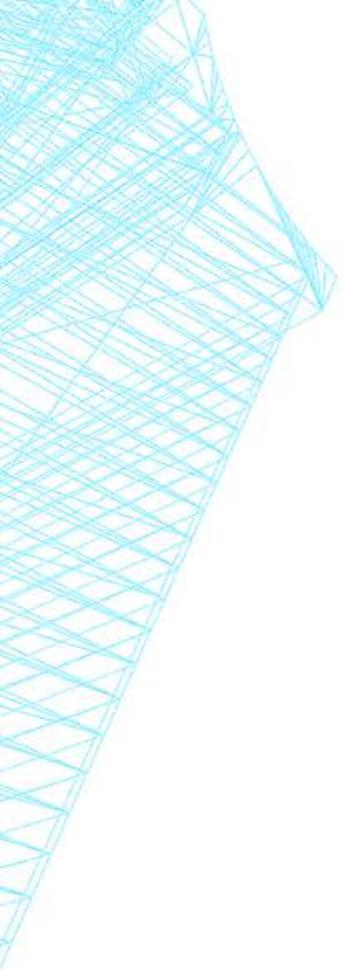


WHAT CAN WE DO ABOUT THIS? HTF RECOMMENDATIONS

A PERSISTENT MARKET FAILURE ...UNDER RECENT CONDITIONS

What can local governments do
to restore equilibrium?





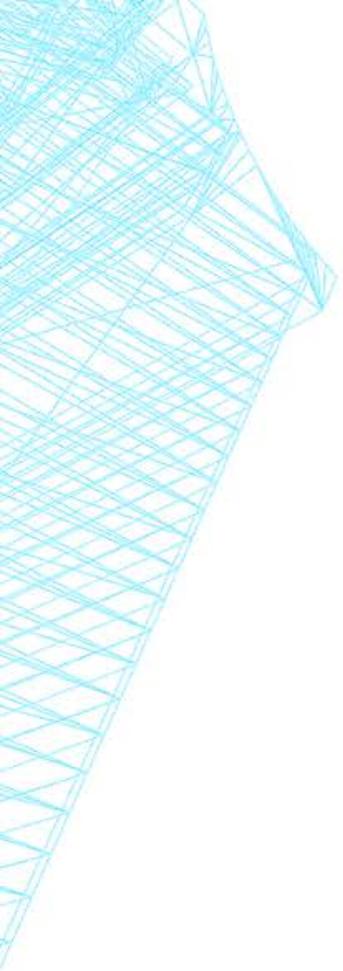
HTF RECOMMENDATIONS

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



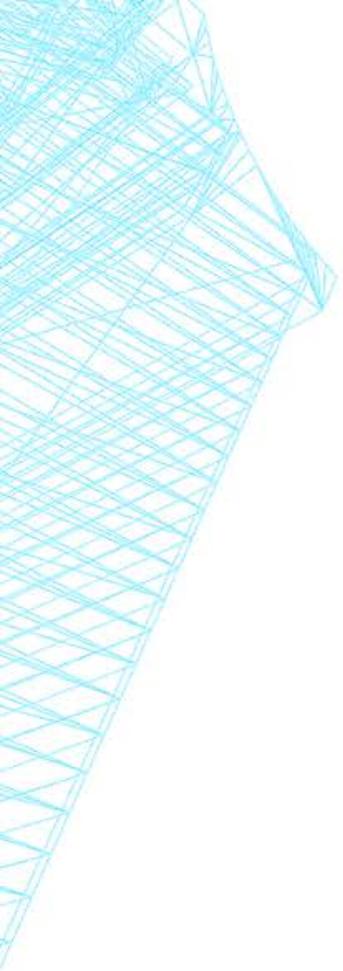
POLITICAL LEADERSHIP

- 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



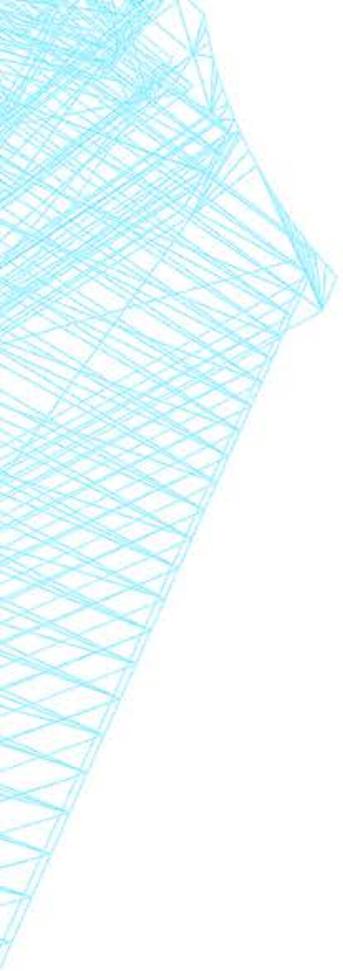
BUDGETARY DECISIONS

- 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



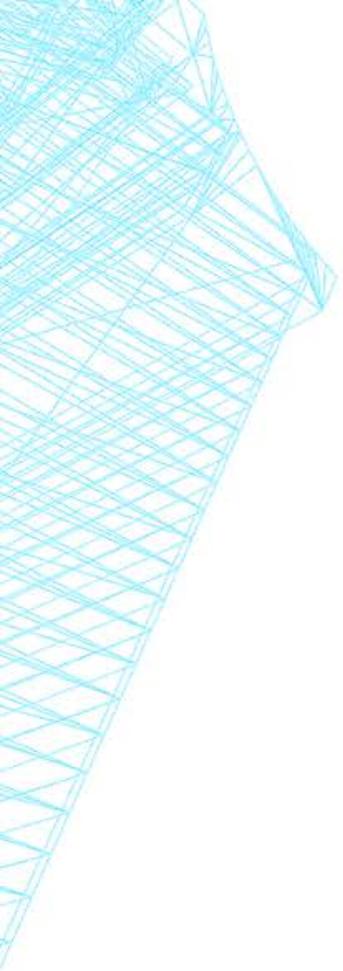
DEVELOPMENT INCENTIVES

- **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



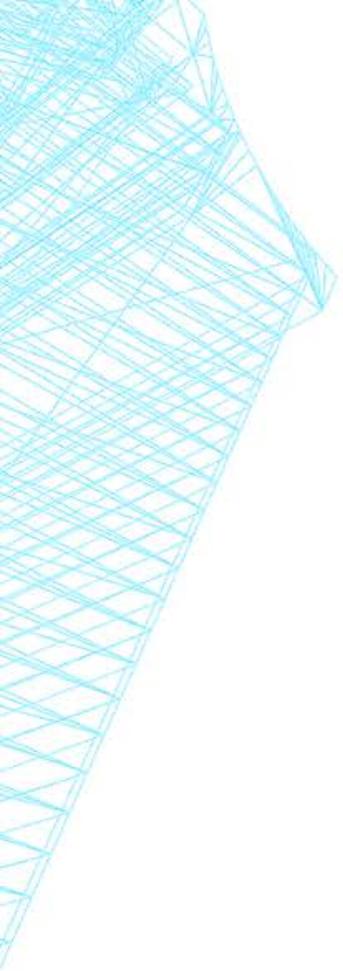
REGULATIONS

- 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



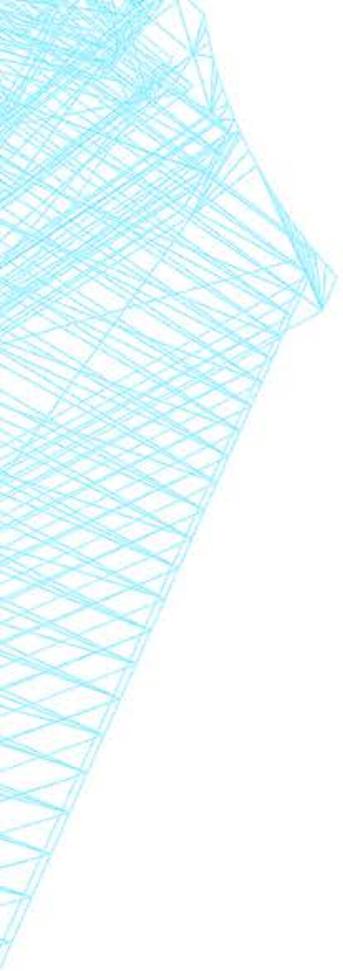
REGULATIONS

- 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



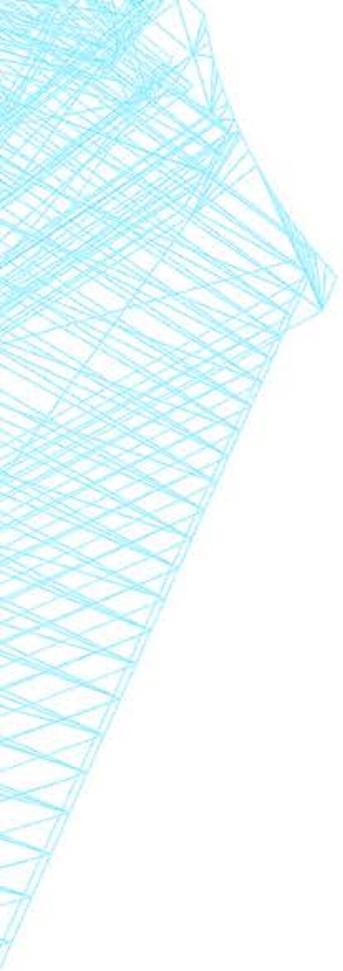
OR...

- 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...

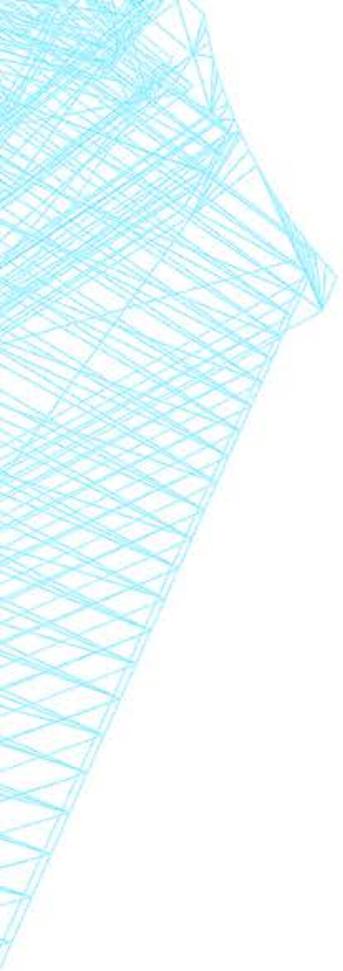
**BUT MANY OF OUR ESSENTIAL SERVICE PROVIDERS
CANNOT AFFORD TO LIVE HERE.**





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

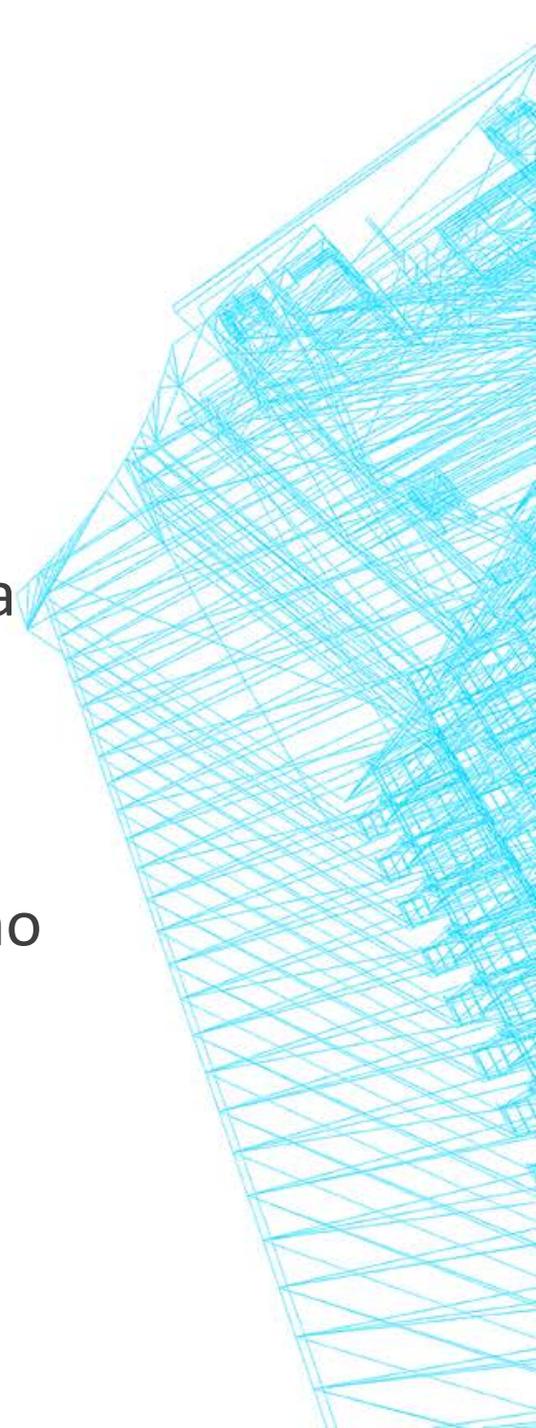
Myth #2: High density housing is affordable housing, and vice-versa

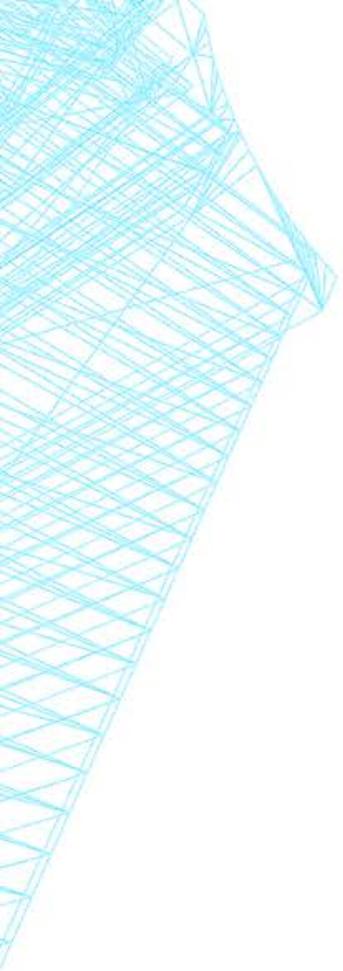
Myth #3: Affordable housing produces more traffic while overburdening schools and infrastructure

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

Myth #5: Affordable housing increases crime

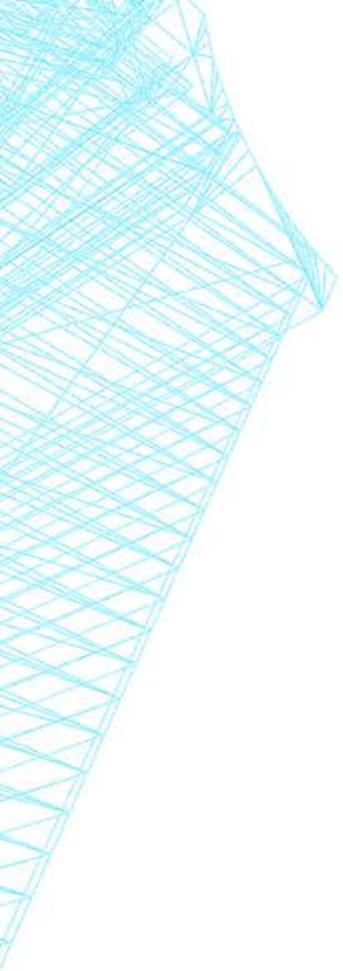
Myth #6: Affordable housing is ugly and looks cheap





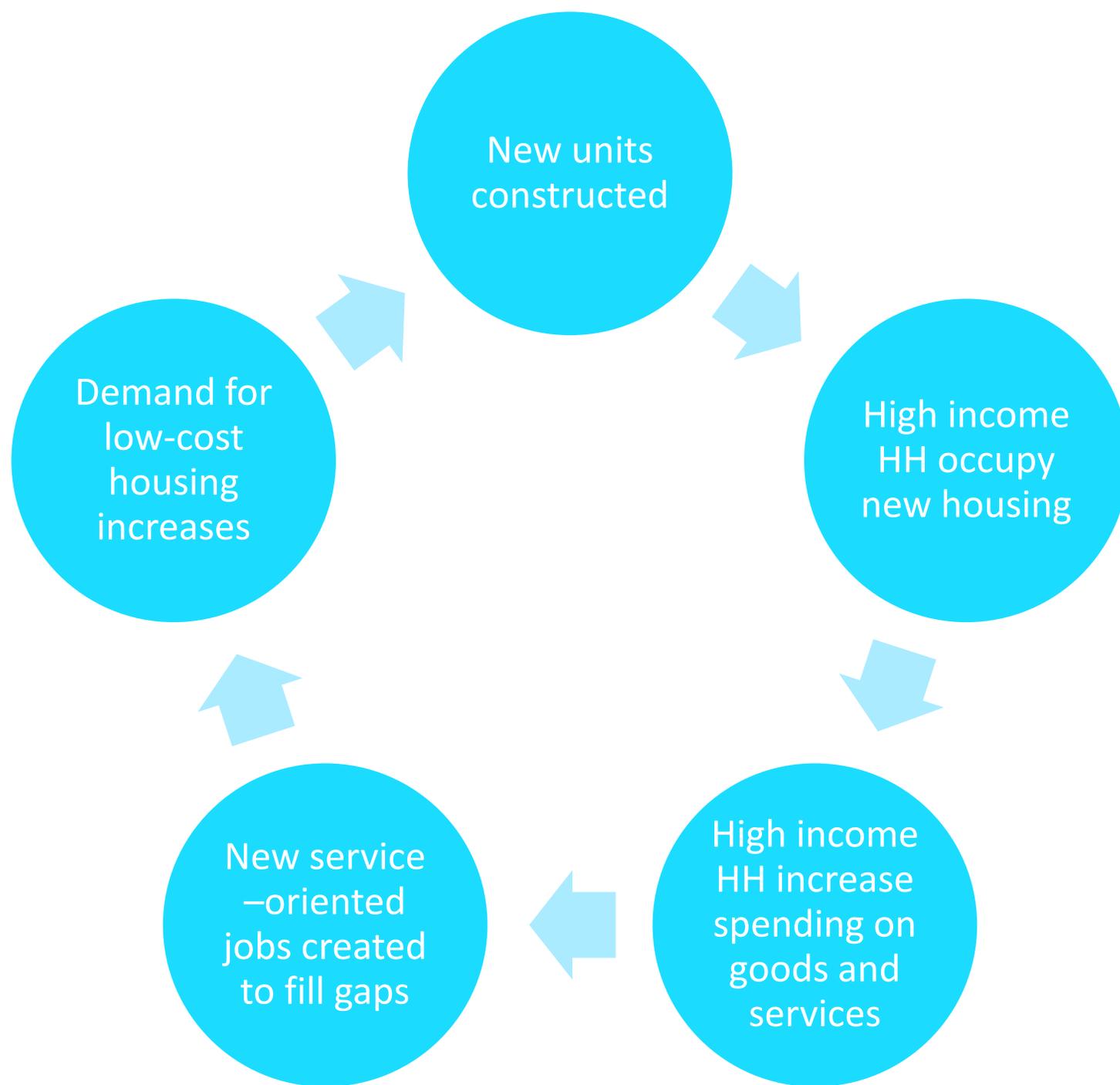
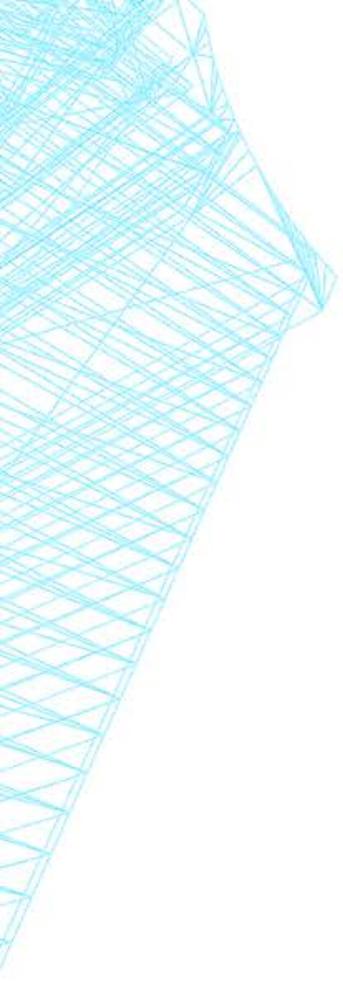
EFFECTS ON NEARBY PROPERTY VALUES

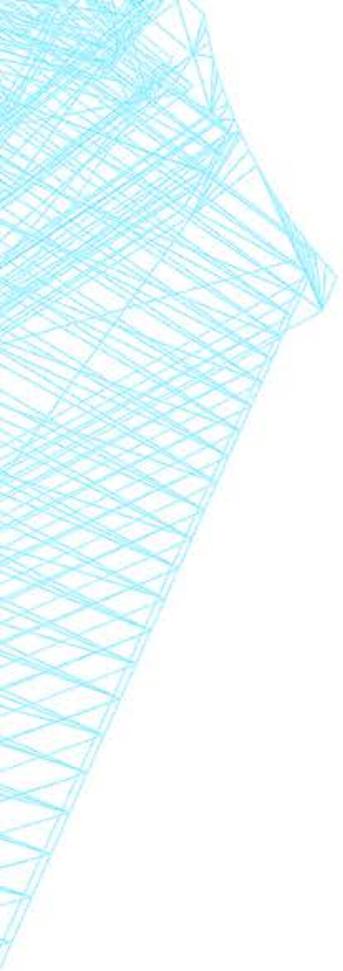
- Insignificant or positive effects in high-valued neighborhoods
 - When positive, marginal effect sizes
- Increases property values in lower-valued neighborhoods
- More influential correlates:
 - General community prosperity
 - Existing property values
 - Architectural design standards
 - Proximity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



DENSITY, ALONE \neq AFFORDABILITY

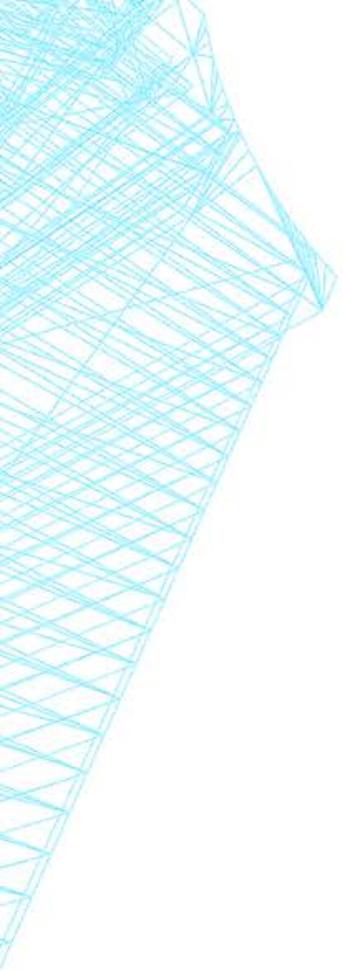
- New housing typically built for higher incomes
 - Developers usually build market rate at any density whenever possible
- Higher density new construction increases supply and relaxes prices in the short-term
- In the long-run, they tend to drive prices up because more low-paying service jobs are created





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)

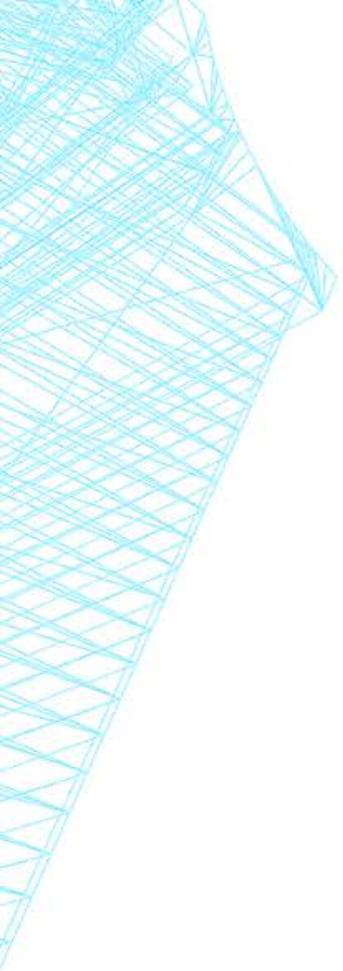


AFFORDABLE HOUSING ≠ SUBSIDIZED HOUSING WITHOUT A RETURN ON INVESTMENT

- 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



Workforce housing



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

Workforce Housing



Special-needs families

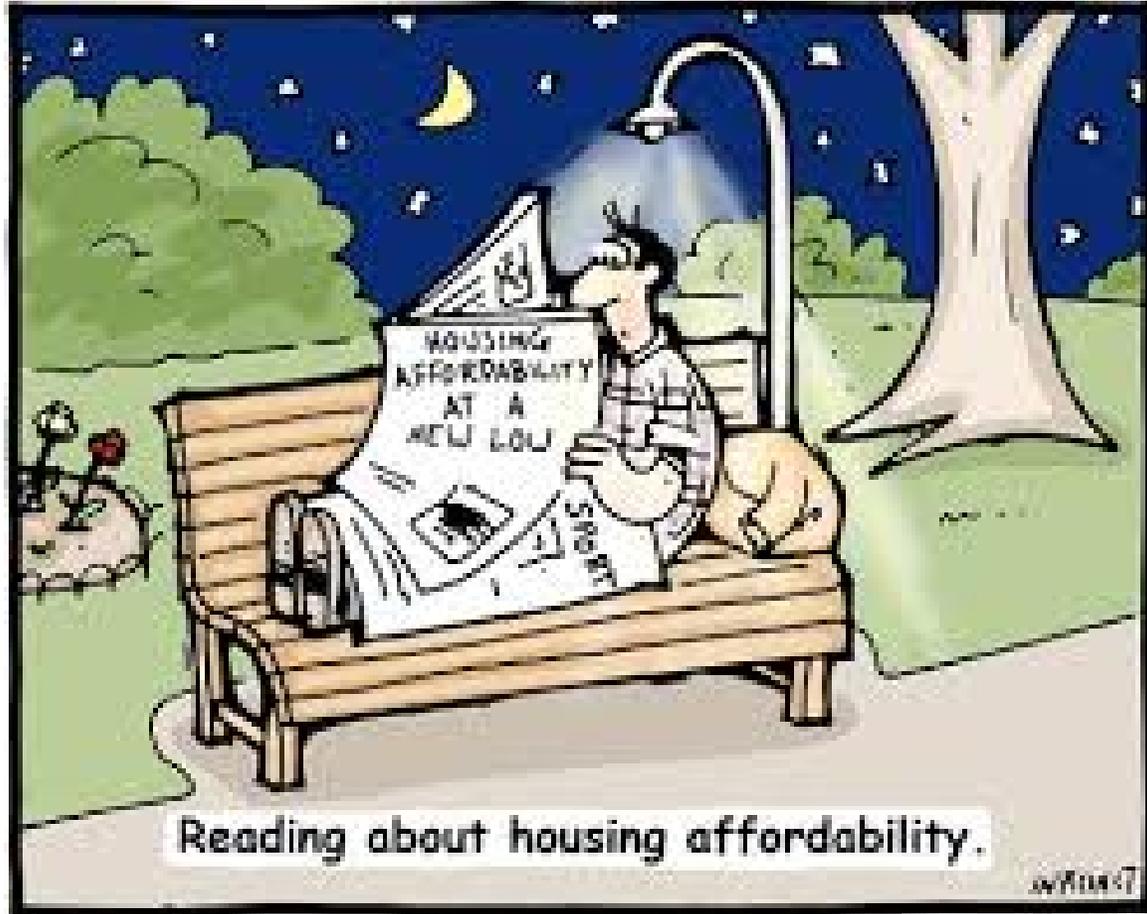


Market Rate



Low-income





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"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 and City of Moab
HOUSING STUDY and AFFORDABLE HOUSING
PLAN**

**PUBLIC COMMENTS INCORPORATED
MAY 18, 2009**

Prepared for:
The Housing Authority of Southeastern Utah
Grand County
The City of Moab

By:
The Interlocal Housing Task Force
Chris Baird
Sarah Bauman
Lance Christie
Ken Davey
Karena Gholson
Audrey Graham
Craig Hibberd
Sommar Johnson
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Grand Junction, Colorado Office
970 243-1838



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II. HOW DID WE GET HERE?

Why do an Affordable Housing Plan?

The economic health of Moab and Grand County and the economic well-being of its citizens are directly linked. The affordability of housing directly affects every other aspect of household economics as well as the economics of the community as a whole. The need for this Housing Study and Affordable Housing Plan was primarily driven by a number of interrelated issues:

- Housing prices have increased at a faster rate than wages, decreasing the relative affordability of the housing market.
- Employee-recruitment and employee-retention efforts are challenged by high housing costs.
- Low and median income workers find themselves priced out of single family homes, and many are unable to find lower priced rental units in good condition.
- In 1996, the Utah legislature passed a law that requires all communities to adopt an affordable housing plan that addresses the current need for affordable housing, as well as needs looking at least five years into the future. Given the changes in the community since the City of Moab and Grand County first adopted their plans, engaging in a process to adopt a new, community-wide plan has become even more important.

Creating the Plan: The Partners

In 2006, with the above issues in mind, Grand County, the City of Moab and the Housing Authority of Southeastern Utah decided that they would work together to create a community-wide affordable housing plan that would address the unique and challenging needs of the community. With the help of Rocky Mountain Power as facilitator, the City, the County and the Housing Authority set forth the terms and conditions of an agreement to jointly fund and pursue this project.

Funded by each of the agencies, as well as a \$10,000 Grant secured by the City of Moab from the Utah Quality Growth Commission, Grand County, the City of Moab and the Housing Authority of Southeastern Utah (HASU) entered into an Interlocal Agreement. The Agreement provided that the Housing Authority would contract with a housing consultant to produce a community wide housing study and plan. Authorized by the agreement, HASU contracted in **June 2007** with the Rural Community Assistance Corporation (RCAC) to:

- assess the current and projected need for affordable housing units;
- review the effectiveness of the community's past and present affordable housing efforts;
- identify local housing barriers/impediments/incentives;
- recommend potential strategies to meet the affordable housing need; and
- work with Grand County, the City of Moab, and HASU to develop an Affordable Housing Plan, including the development of a specific Action Plan.

Creating the Plan: The Process

In conjunction with the Interlocal Housing Task Force, which is composed of representatives from the City, the County and the Housing Authority, RCAC engaged in a number of activities. In **August 2007**, RCAC coordinated and facilitated a series of public workshops with community employers, government officials, housing user groups, contractors, representatives from financial institutions, and interested community members. The purpose of the public workshops was to gather anecdotal information regarding the housing problem in the community and to begin to gauge the community's perceptions regarding appropriate solutions.

RCAC also contracted with James Woods, Director of the Bureau of Economic and Business Research, David Eccles School of Business, University of Utah to perform an initial housing market assessment, which was submitted to the Interlocal Housing Taskforce in **September, 2007**. In **December, 2007**, RCAC submitted a draft Housing Plan, with the market assessment, to the Interlocal Housing Task Force.

With the further research and analysis performed by the Interlocal Housing Task Force, the Interlocal Housing Task Force and RCAC were able to produce an Affordable Housing Needs Assessment in **February, 2008**. The Needs Assessment showed an estimated affordable housing gap in different income and housing type categories.

From the public workshops, the Needs Assessment, and all of the other information gathered in the process, RCAC produced a Draft Affordable Housing Report in **March, 2008**. The draft report included options for addressing the problems as identified in the Needs Assessment and the public workshops. RCAC then facilitated several subsequent public workshop sessions at which the draft report was presented and public input was solicited. Participants had a chance to express their opinions on a variety of possible approaches to addressing the affordable housing problem, and filled out surveys about the different affordable housing tools explained in the workshops. Approximately 80 people attended these workshops, which were held on **March 12, 2008**. The response to the workshops was very positive.

Using the public input, RCAC produced their final report, which included Recommendations. RCAC's final report was submitted to the Interlocal Housing Task Force on **March 17, 2008**. From this point, the Interlocal Housing Task Force set about to create a Five-Year Action Plan that implements the RCAC Recommendations that were viewed favorably by the public in the public workshops. The Five Year Action Plan includes specific Goals and Objectives to be achieved, along with a specific Action Plan detailing activities and timelines necessary to achieve those goals and objectives. With completion of the Action Plan, the Interlocal Housing Task Force then submitted for public review the Draft Housing Study and Affordable Housing Plan. The Study and Plan were made available at key public locations and on a special website on **October 28, 2008**.

On November 12, the Interlocal Housing Task Force held two public workshops at which the Task Force presented the draft report and plan to the public and took public input. The Task Force emphasized the new portions of the document, namely, the Goals and Objectives and the Action Plan. Public input forms were available at the meetings, and there was an opportunity to submit input through a special website. Citizens expressed input at the workshops, on the comment forms, and through the website. Approximately 19 people submitted written comments. The Task Force took comments from **November 12 through December 15, 2008**. Marci Milligan and Clayton Fulton from the Governor's office of Culture and Community Affairs Workforce Housing Initiative also reviewed the draft Plan and provided input.

The Interlocal Housing Task Force then reviewed the public comments in detail and incorporated comments into the draft document. The Appendices were removed, the Housing Terminology section was expanded, and many other clarifying and other additions were made in response to the public input. After informing the public of these last changes, the Draft Housing Study and Affordable Housing Plan was then submitted to the City and County Planning Commissions for their review. The City and County Planning Commissions will determine the next steps for public review of the draft document, and will guide the process toward incorporation of the document into each entity's General Plan.

III. KEY FINDINGS

The housing study component of this document examines the housing market in Grand County and Moab and projects the housing need to 2012.

- An analysis of HUD and Census data indicated that in 2000 there was a sufficient supply of affordable housing in Grand County and Moab to provide a reasonable opportunity for moderate, low and very low income households to find affordable housing. The only housing gap in 2000 was 49 units for very low income households.
- Housing affordability, however, has declined significantly since 2003.
- The housing challenge in Grand County is a function of four primary factors: low household income, high housing costs, the influence of external market demand and the condition of the housing inventory.
- Low household income: 44.8% of Grand County households in 2005 had an Adjusted Gross Income of less than \$20,000 per year. 47.2% of all jobs are Tourism and Recreation industry related. The average 2006 Leisure and Hospitality sector wage was \$14,438 per year. The average payroll wage increased 34% from 2000 to 2006.
- High housing costs: The 2006-2007 average sales price of all types of homes was \$265,452. A “typical” 4 person household can afford a \$194,981 home, meaning we have an affordability gap of about \$70,471. Rental housing monthly rents increased 74% from 2000 to 2006.
- External market demand: The local housing market has experienced increased external market demand for second/seasonal homes, retirement homes, and general investment properties. External market real estate purchasers have the ability to and typically do bid at higher home purchase prices than those supported by prevailing wages in the local market. Each home sold at an increased price reduces the quantity of housing that otherwise could be sold to the local market at its particular need and price point, and increases the sales price of all housing in the inventory.
- Condition of the housing inventory: SEUALG’s 2005 Consolidated Plan reported that 1,507 or 35% of all Grand County housing units are either in Dilapidated or Unacceptable condition. As a consequence, many homes at the time of sale do not meet loan qualification standards. Wage earners who require a mortgage for home purchase are therefore excluded from potential purchase. Homes in need of major repairs are appealing to an external market investor for cash purchase, remodel or demolition, and resale at a much higher price.
- A summary of the rental housing and home ownership housing need is reported in the tables below.

Rental Housing Need Summary		
Year		# Units
2006 / 2007	Rental Housing Gap	105
2012	Projected Rental Housing Gap	135
2006 / 2007	Total Rental Housing Deficit (including units in dilapidated or unacceptable condition)	194
2012	Projected Total Rental Housing Deficit (including units in dilapidated or unacceptable condition)	224

Home Ownership Housing Need Summary		
Year		# Units
2006 / 2007	Home Ownership Housing Gap	186
2012	Projected Home Ownership Housing Gap	261
2006 / 2007	Total Home Ownership Housing Deficit (including units in dilapidated or unacceptable condition)	313
2012	Projected Total Home Ownership Housing Deficit (including units in dilapidated or unacceptable condition)	388

IV. DATA SOURCES

Housing market and demographic data for this report was collected from the following primary sources. Additional resources are referenced throughout the document.

- “August 2007 Housing Market Assessment, Grand County and Moab City” completed by James Woods, Director of the Bureau of Economic and Business Research, David Eccles School of Business, University of Utah
- Lance Christie’s “Grand County Affordable Housing Needs Analysis” (Updated 10 June 2007)
- August 2007 public focus group discussions with local housing professionals, major employers, housing consumers and representatives of local, state and federal government
- Current and Past Local Affordable Housing Efforts compiled by RCAC
- Plan to End Chronic Homelessness in Grand County by 2014
- Grand County Realtors’ Listings

V. HOUSING TERMINOLOGY

The less-than-market-rate housing arena typically involves the unique terminology of government initiated or government-backed financing, the Department of Housing and Urban Development (HUD), Rural Development (RD), and other industry-specific language. The definitions of some common affordable housing terms and tools include the following:

Accessory Dwelling Units -- A smaller dwelling unit built on a parcel that already has a primary dwelling unit. These are sometimes referred to as a “mother-in-law” apartment.

Adjusted Gross Income (AGI) -- Gross income minus adjustments to income.

Affordable Housing -- Federal and State policies consider housing to be affordable when housing costs consume no more than 30 percent of gross annual household income; this standard particularly applies to households earning less than 80 percent of Area Median Income. Rental housing costs include rent, water, gas, and electric payments. Ownership housing costs include mortgage, taxes, insurance, water, sewer, gas, electric payments and home owner association fees.

Area Median Income (AMI) -- The income level of households in a community where half the households of the same size earn more than the AMI and half earn less than the AMI. Each year the federal government designates the AMI for a community for households of 1-8 people. Many affordable housing programs use AMI to determine household eligibility. In 2008, the AMI for a family of four in Grand County was \$49,800 (www.hud.gov).

Attainable Housing -- Housing affordable to a household earning more than 80 percent and up to 120 percent of Area Median Income.

Community Land Trust (CLT) -- A non-profit organization recognized by the U.S. Department of Housing and Urban Development [HUD]. A CLT acquires land through purchase or donation, then allows housing units to be built on the land through ground leases. By removing the cost of land acquisition and restricting occupancy to income eligible households, the CLT reduces the overall cost of construction. This helps keep the housing units affordable.

Community Housing Development Organization (CHDO) -- A non-profit organization recognized by HUD. A CHDO develops and/or operates affordable housing projects. A CHDO can access a wider range of public and private financing than other non-profit organizations or government agencies.

Cost Burdened -- The federal government has determined that no household should have to pay more than 30 percent of its income for housing including rent, mortgage payments, utilities and home owner association fees. Households paying more than 30 percent are considered cost burdened.

CROWN Program -- An affordable home lease-purchase program funded by low income housing tax credits available through Utah Housing Corporation to qualifying families earning up to 60 percent of AMI. After the expiration of the 15 year compliance period, the tenants

occupying the home have the option of purchasing the home for an amount equal to the unpaid balance of the financing sources plus a portion of the original equity invested. Program includes training in personal finance, home maintenance, and repair.

Deed Restrictions -- Part of the deed to the property, restrictions can limit how much the property can be sold for (limiting sales only to income eligible buyers) or how much the property owners may charge for rent. This helps keep properties affordable.

Density Bonus -- Density bonuses allow developers to increase the number of housing units they may build on a parcel above what is normally allowed in the zone. In exchange, the developer builds a percentage of the units that must remain affordable to income-eligible households.

Development Code Barrier Reduction or Elimination -- Modification of local housing development codes to improve land use and reduce housing costs. Many communities are examining local zoning rules to ascertain if there are regulations (excessive setbacks, height limits, road widths, density restrictions, etc.) that make it difficult to build affordable housing.

Doubling Up -- More than one household living in the same housing unit.

Employer Assisted Housing Program -- In some communities, businesses or government agencies attract and retain key employees by helping them find and pay for housing. Sometimes the help comes in the form of low- or no-interest loans, forgivable loans, or down payment assistance. Employers can develop their own individual programs or join with other employers to pool their money into one fund.

Fair Market Rent (FMR) -- Rent level guidelines for the Housing Choice Voucher Program established by HUD for each county in the United States.

Fast-Track Development Process -- An expedited project approval process for developments with affordable housing units. Reducing review time can often reduce housing costs. May include “front of the line” policies for reviewing projects.

Fee Deferrals or Waivers -- The fees charged to new construction adds to the cost of an affordable housing project. In some instances local government can waive fees, allow developers to pay the fees at a later time, or in some cases pay the fees for the developer, in order to lower the cost of construction.

Household Income -- The combined gross income of all residents in a household. Income includes wages and salaries, unemployment insurance, disability payments, and child support. Household residents do not have to be related to the householder for their earnings to be considered part of household income.

Housing Quality Standards -- Building safety standards a unit must meet to qualify for participation in the Housing Choice Voucher Program and other state rental assistance programs.

Housing Rehabilitation Programs -- Low interest loans or grants available to low-income property owners and tenants to repair, improve, or modernize their dwellings or to remove health and safety problems.

Housing Trust Fund -- A community may collect public and private funding that can be used to subsidize affordable housing projects in that community.

H.U.D – U.S. Department of Housing and Urban Development.

Inclusionary Zoning -- The City or County may pass an inclusionary zoning rule that requires private developers of new housing to set aside a percentage of the units for affordable housing. In exchange, the developer is usually allowed to build additional market-rate units above and beyond what is usually permitted in the zone.

Income Eligible Households -- Each affordable housing program defines the income range for households eligible to participate in that program.

Land Banking -- A strategy for identifying and securing lots and undeveloped tracts of land to support future affordable housing development.

Linkage Fees -- Fees charged to developers of new commercial or other non-residential properties to either construct affordable housing or pay into a fund that can be used to construct affordable housing in the community.

Local Match -- A local contribution of actual or in-kind funds required to “match” or leverage Federal, State, and other funding. Local matches reflect local commitment to the creation of affordable housing units.

Low Income -- Household income between 30 percent and 50 percent of Area Median Income as defined by H.U.D.

Manufactured Home- A factory-built, single family structure designed for long-term occupancy that meets the Federal Manufactured Home Construction and Safety Standards of 1976 42 U.S.C. Sec. 5401), commonly known as the *HUD* (U.S. Department of Housing and Urban Development) *Code*. Such houses are delivered on permanently attached axels and wheels and are frequently referred to as “modular” when constructed in more than one building section.

Mobile Home Conversion from Rental to Resident Ownership -- As land prices increase, there is often financial pressure on mobile home park owners to close the parks and convert the properties to more profitable uses. Residents of mobile home parks sometimes can, with help from government agencies and non-profit groups, purchase the mobile home parks they live in, thereby preserving the park for affordable housing use.

Mobile Home Park Loans -- The State of Utah and various non-profit affordable housing organizations provide low-interest loans to residents of mobile home parks to purchase the parks.

Moderate Income -- Household income between 50 percent and 80 percent of Area Median Income as defined by H.U.D.

Mobile Home- A residential dwelling fabricated in an off-site manufacturing facility designed to be a permanent residence, and built prior to the enforcement of the Federal Manufactured Home Construction and Safety Standards beginning June 15, 1976.

Modular Home- A structure intended for long-term residential use and manufactured in an off-site facility in accordance with the Uniform Building Code (UBC), or the International Residential Code (IRC). This housing type is produced in one or more building sections and do not have permanent, attached axels and wheels.

Mutual Self Help Housing Program -- Federally funded rural “sweat-equity” home ownership program for low income families; a group of families collectively construct their homes supervised by a non-profit housing developer. Families contribute at least 65 percent of home construction labor.

Overlay Zone- A special zoning district that may encompass one or more underlying zones and imposes additional requirements beyond the regulations for development in the underlying zone(s). Overlay zones deal with special situations that are not necessarily appropriate for a specific zoning district or that apply to several districts. For example, a provision of an *Affordable Housing Overlay Zone* that covers one or more zones might require that tracts above a specified acreage that are proposed for higher density development would also include a percentage of affordable or low-income housing units.

Public Private Partnerships -- Partnerships between local governments, non-profit housing organizations, and the private sector to meet the affordable housing need by bringing additional resources and skills to the process.

Real Estate Transfer Assessment (Voluntary) -- Fees assessed when real estate properties are sold. These fees are then used to subsidize affordable housing programs.

Subsidized Housing -- Housing sold or rented at below market values due to government or private contributions.

Tax Abatement on Residential Rehabilitation Improvements -- Incentive to improve residential properties through a tax incentive. The increase in property tax assessed value generated by home improvements will not be taxed for a number of years.

Transfer of Development Rights (TDR) -- The removal of the right to develop or build, expressed in dwelling units per acre or floor area, from property in one zoning district, and the transfer of that right to land in another district where the transfer is permitted. The transfer may be made by the sale or exchange of all or a part of the permitted density of one parcel to another.

Very Low Income -- Household income below 30 percent of Area Median Income as defined by H.U.D.

VI. DEMOGRAPHIC AND HOUSING OVERVIEW

Grand County Population and Households

	<u>1990</u>	<u>2000</u>	<u>2003</u>	<u>2005</u>	<u>2006</u>
Population ¹	6,591	8,537	8,464	8,826	9,024
Number of Households ²	2,575	3,500			3,856
Owner Occupied Households ³				72%	
Renter Occupied Households ⁴				28%	
Average Household Size ⁵		2.44	2.39	2.37	2.35

- Population growth has slowed to an annual rate of 1%⁶, well below the 1990s growth rate of 2.6%.
- Since 2000, the rate of net in-migration has decreased, resulting in lower levels of population and household growth.
- Much of the population growth over the past six years has been in the unincorporated areas of Grand County.
- Population projections by age group indicate that between 2007 and 2012 the fastest growing groups will be ages 20 to 29 and ages 60 to 69.⁷

Employment Trends

Tourism and recreation are important to the local economy. Jobs sustained by these industries include Leisure and Hospitality at 32.2% and Retail Trade at nearly 15%, for a total of 47.2% of all jobs. Since 2001, the number of jobs in the Leisure and Hospitality sector has been stable.

47.2% of all jobs are Tourism and Recreation industry related. The average 2006 Leisure and Hospitality sector wage was **\$14,438** per year.

	<u>1990</u>	<u>2000</u>	<u>2005</u>	<u>2006</u>
Number of County Non-Agricultural Jobs ⁸	2,431	4,167	4,401	4,471
Number of Moab Non-Agricultural Jobs ⁹	2,178	3,586	4,012	
Average payroll wage		\$18,308		\$24,516

¹ US Census Bureau

² Ibid

³ James A. Wood, Bureau of Economic and Business Research, Utah Association of Realtors

⁴ Ibid

⁵ Governor's Office of Planning and Budget

⁶ Ibid

⁷ James A. Wood, Bureau of Economic and Business Research

⁸ Utah Department of Workforce Services

⁹ Ibid

The average payroll wage increased **34%** from 2000 to 2006.

- The average payroll wage increased 34% to \$ 24,516 between 2000 and 2006 and is now ranks 24th among all Utah counties.
- The average Household Adjusted Gross Income in 2005 was \$40,918. The percentage of households earning less than \$20,000 per year was 44.8; only Garfield County had a higher percentage at 45.1¹⁰.
- The number of non-agricultural jobs increased 7.3% from 2000 to 2006.

Housing Construction

- The level of new residential construction of all types has been relatively consistent over the past ten years at around 100 units per year.
- Since 2000, new residential construction has added 728 housing units to the Grand County inventory; nearly 50% have been mobile homes, 35% are single family homes, 3% are town/twin homes, less than 2% or 14 of these units are apartments. 65% of new residential construction is in the unincorporated areas of Grand County.¹¹
- Of the total 1,135 mobile and manufactured homes in Grand County, 458 are located on rented mobile home park pads and 677 are on individually owned lots.¹²
- There are 17 mobile home parks with 533 pads in and around Moab.
- Since 1995 condominiums account for 17% of new housing units.

Housing Prices

Home sales prices have steadily increased over the last several years and experienced a significant jump since 2003. Three sales price data sources are reported separately below.

Home sales prices from the Association of Realtors are typically the best indicator of housing prices but the inclusion of sales prices in the lower cost San Juan County housing market skews the average lower than it would be if only Grand County sales were examined. Nonetheless, sales price trends from the Association of Realtors are noteworthy:

- The average sales price in 1995 was \$97,665; the 1998 average increased to \$125,607.
- Sales prices remained relatively stable from 1998 through 2003 at approximately \$125,000. The 2003 average was \$124,603.
- Since 2003, the average Grand County / San Juan County sales price increased 50% from \$124,603 to \$186,617 in 2006.
- Condominium sales prices increased 71% since 2000; the 2000 average sales price of \$150,947 increased to \$258,378 in 2006.

The 2006-2007 average sales price of all types of homes was **\$265,452**. A "typical" 4 person household can afford a **\$194,981** home; the affordability gap is **\$70,471**.

¹⁰ Utah State Tax Commission

¹¹ Bureau of Economic and Business Research, University of Utah

¹² Lance Christie

A second set of home sales data specific to Grand County was assembled during meetings with local realtors and supplied by Moab City Economic Development. Over the 13 month period from October 2006 through October 2007, the average home sales price was \$265,452.

A third housing-cost data set was determined using building permit data supplied by the Grand County Building Inspector’s Office. The median price of new construction homes increased from \$131,266 in 2000 to \$291,940 in 2006, a 122% increase.¹³ This estimate, however, does not include sales prices of existing homes.

Considering all data sources, the best estimate of Grand County’s 2006 average home sales prices is \$265,452, an increase of approximately 112% since 2000.

Rental Housing Statistics and Trends

There are approximately 1,000 rental units in Grand County; the average age of those units is 30 years and in declining condition. Only 14 new rental units have been added since 2000, and more new units are needed to replace the deteriorating inventory and to meet the housing demand.¹⁴

Average rent levels for all units have increased approximately 74% from 2000 to 2006.

Average rent levels increased 74% from 2000 to 2006		<u>1-bedroom</u>	<u>2-bedroom</u>	<u>3 bedroom</u>
	2000 ¹⁵	\$ 375	\$ 434	\$ 650
	2006 ¹⁶	\$ 625	\$ 860	\$ 1,025
	Increase	67%	98%	58%

166 units are subsidized to below-market-rate rents with HUD, Rural Development, or Low Income Housing Tax Credits. The Housing Authority manages an additional housing subsidy in the form of Housing Choice Vouchers. Vouchers pay the difference between 30% of household income and Fair Market Rent levels established by HUD.

- A developing trend is that qualifying households are frequently unable to use the Voucher issued for their use because the condition of the rental unit is either below HUD’s (health and safety) Housing Quality Standards or because the unit’s rent level is above Fair Market Rent.
- 2006 HUD Fair Market Rents (FMR) were considerably less than Grand County average rent levels at \$486 for a one bedroom, \$539 for a 2 bedroom, and \$695 for a three bedroom unit; FMR is less than average Grand County rents by \$139, \$321, and \$330 respectively.

¹³ Bureau of Economic and Business Research, University of Utah

¹⁴ Ibid

¹⁵ Ibid

¹⁶ Southeastern Utah Association of Local Governments 2008 One Year Action Plan

Housing Inventory Condition

Local housing analyst Lance Christie reports pertinent housing type and condition data from the Housing Development chapter of the 2005 Southeast Utah Association of Local Governments (SEUALG) Consolidated Plan. Statewide criteria are used to evaluate the condition of each housing structure as Acceptable, Deteriorated, Dilapidated, or Unacceptable (criteria are defined below). The Plan reports that 40.3% of all Grand County housing units are in Acceptable condition, 24.8% are Deteriorated, and 34.9% are Dilapidated or in Unacceptable condition. The condition of the housing inventory by housing type is reported in the table below.

**Grand County Total Housing Stock
Percentage of Each Type of Housing in Each Condition Category**

	Total Units	Acceptable	Deteriorated	Dilapidated	Unacceptable
Single Family	2,600	1185 45.6%	572 22.0%	680 26.2%	163 6.3%
Duplex	96	42 43.8%	34 35.4%	20 20.8%	0
Four Plex	110	60 54.5%	39 35.5%	11 10.0%	0
Mobile/Manu	1,135	254 22.4%	348 30.7%	252 22.2%	281 24.8%
Multi-Family	279	186 66.7%	71 25.4%	22 7.9%	0
Other	83	0	5 6.0%	34 41.0%	44 53.0%
Special Need	12	12 100%	0	0	0
Total Units	4315	1739 40.3%	1069 24.8%	1019 23.6%	488 11.3%

Countywide, multi-family and fourplex housing has the highest percentage of “acceptable” and not “unacceptable” units. Over four out of ten single-family and duplex houses are rated “acceptable” and very few are rated “unacceptable.” Mobile homes/manufactured housing and “other” have about two units in ten rated “acceptable,” and between them account for 68.6 percent of all housing units rated as “unacceptable” in Grand County.

Legend:

“Acceptable” indicates a well-maintained structure with no major repairs necessary; it has no cracked, broken, or missing windows, storm windows, or screens; doors are functional; electric and/or gas utilities are connected; exterior appearance average or better.

“Deteriorated” indicates an appearance worse than average, bordering on shabby, but no obvious signs of structural problems. Minor repairs are needed such as trim paint but no windows are missing or broken; soffit/facia may be mis-aligned or broken in a few places; window or door screens and storm doors may be missing; fencing may be broken.

“Dilapidated” indicates an aesthetically unattractive dwelling needing major repairs, but it is feasible to repair the structure into acceptable condition. The roof may need major repair; siding may need replacement; trim paint may be significantly chipped or cracked; a few windows may be broken, cracked, or missing; whole sections of fence and gates may be broken down or missing.

“Unacceptable” indicates an aesthetically unattractive dwelling which either needs such extensive repairs that the investment would apparently exceed the market value of the repaired structure, or suffers irreparable structural faults. The structure has a roof that is sagging or missing sections such that complete roof replacement is necessary; walls may be sagging; the foundation may be crumbling; the dwelling may not have code-compliant utility connections; trim, fascia, and soffits are unfinished, deteriorated or missing. Also rated as “unacceptable” are structures which are in poor condition AND are pre-1976 mobile homes; recreational vehicles or other types of temporary housing being used as permanent housing; or are multiple units patch-worked together, e.g., a pre-1976 mobile home attached to an accessory structure. In essence, unacceptable housing units do not meet any current building code requirements for a Certificate of Occupancy and no sensible investment could make them code-complaint and fit for human occupancy.

VII. AFFORDABLE HOUSING EFFORTS TO DATE

The community, through the Housing Authority of Southeastern Utah, the City of Moab, Grand County, the federal government, and private developers, has risen to the challenge over the years to provide affordable housing within Grand County. The following projects have provided much needed affordable units in different affordability categories:

Apartments

Archway Village Apartments – Senior Housing 20 Units
Huntridge Plaza Apartments – 24 Units
Kane Creek Apartments – 36 Units
Ridgeview Apartments – 6 Units
Rockridge Senior Housing – 35 Units
The Virginian Apartments – 28 Units
The Willows – 8 Units

Housing Projects Completed

8 Sage Valley Estates, LLC – CROWN Rent to Own
8 CROWN at Rim Hill, LLC – CROWN Rent to Own
80 Mutual Self Help Housing Units completed as of 2008 – Home Ownership

VIII. HOUSING NEEDS ANALYSIS

The housing problem in Grand County is a function of four primary factors: low household income, high housing costs, the influence of external market demand, and the condition of the housing inventory.

1. Low Household Income

Low wages in Grand County limit or prevent home ownership and payment of market rate rent by many households.

- The average 2006 payroll wage at \$24,516 ranked 24th of Utah's 30 counties.
- The percentage of 2005 households with Adjusted Gross Income below \$20,000 was 44.8%, second only to Garfield County's 45.1%. \$20,000 annual household income will support rental payments of no more than \$500 per month rent, however 2006 average rents were \$625 for a one bedroom, \$860 for a two-bedroom, and \$1,025 for a three bedroom unit.
- Based upon average wages in each Employment Sector, a household with one wage earner cannot afford the average Grand County home sold since October 2006. The combined income of multiple wage earners is required to purchase the average home costing \$265,452, for example. The purchase would require the combined incomes of 1.97 Government workers, 2.7 Trade Transportation and Utility workers, or 4.7 Leisure and Hospitality employees. See the County Employment Sector Wage and Housing Affordability table below.

44.8% of Grand County households in 2005 had an Adjusted Gross Income of less than **\$20,000** per year.

Since 2000 in Grand County

Home sales prices have increased 112%

Average rental housing rates have increased 74%

Wages have increased only 34%

2. High Housing Costs

The 2006 average single family home price in the county was \$265,452, an increase of approximately 112% over the 2000 average of \$125,000.

In 2006 only 20.5% of all new homes were affordable to moderate income households and no homes were affordable to Low and Very Low income households.¹⁷

Since 2000, nearly 50% of all new residential units have been manufactured (mobile) homes.¹⁸

Average Grand County rent levels increased 74% from 2000 to 2006.

	Average Single Family Home Price in Grand County
2000	\$ 125,000
2006	\$ 265,452
Increase	112%

3. External Market Demand

External market demand is contributing to housing price increases and to a decline of the affordable housing inventory.

Grand County's beautiful landscape and moderate climate make it very appealing to out-of-area investors. Consequently, the local housing market has experienced increased external market demand for second/seasonal homes, retirement homes, and general investment properties. External market real estate purchasers have the ability to and typically do bid at higher home purchase prices than those supported by prevailing wages in the local market. Each home sold at an increased price reduces the quantity of housing that otherwise could be sold to the local market at its particular need and price point, and increases the sales price of all housing in the inventory.

Since 2003, external market demand has had increased influence on the Grand County housing market. In addition to the construction of new housing units to meet the external market demand, local Housing Professionals report that:

- condominiums and other long-term rental units are being purchased by external market investors and converted to high-cost overnight rentals, and

Single family homes in need of major repairs are appealing to an external market investor for purchase, repair or demolition, and resale at a much higher price. The result is a reduction of affordable housing units and upward pressure on housing prices.

¹⁷ Grand County Building Inspector data

¹⁸ August 2007 Grand County Housing Market Assessment by James A. Wood

- single family homes in need of major repairs are purchased, repaired or demolished, and resold at a much higher price.

The result is a reduction of “affordable” housing units and upward pressure on housing prices. While more recent (2008-2009) economic influences may ultimately contribute to a temporary decrease in external demand for housing, and ultimately housing prices, these external influences on the Grand County housing market are still very real. Almost all new housing built since 1998 would have to drop more than 50 percent in price to reach affordability for the median income Grand County household.

4. Condition of the Housing Inventory

The declining condition of the housing inventory is leading to a reduction of the number of affordable housing units.

New housing units are typically not affordable to Very Low, Low, and most Moderate income households unless development costs or rents are “subsidized” to reduce cost to the end-user. A community’s “affordable” housing inventory may consist of older, smaller units and units with trimmed down maintenance budgets. Over time, age and reduced maintenance results in a decline in the condition of the housing inventory. This is certainly the case in Grand County.

SEUALG’s 2005 Consolidated Plan reported that 1,507 or 35% of all Grand County housing units are either in *Dilapidated* or *Unacceptable* condition.

The average age of Grand County’s 1000 rental housing units is 30 years. In 2005, 62.1 percent of all residential dwellings were over 30 years old, and 19 percent were over 50 years old.

Mobile homes have historically provided affordably priced housing and currently total 26 percent of all Grand County homes. Low initial purchase price and portability make mobile homes an appealing housing choice, yet most were not built to last 30 years. In 2005, SEUALG’s Consolidated Plan reported that only 22.4 percent of mobile homes were in *Acceptable* condition and 49 percent of all mobile homes were either in *Dilapidated* or *Unacceptable* condition.

Due to the condition of all types of homes in need of repair in the housing inventory:

- Many homes at time of sale do not meet loan qualification standards. Wage earners that require a mortgage for home purchase are therefore excluded from potential purchase.
- As noted above, homes in need of major repairs are appealing to an external market investor for cash purchase, remodel or demolition, and resale at a much higher price.

SEUALG’s 2005 Consolidated Plan reported that **1,507** or **35%** of all Grand County housing units are either in **Dilapidated** or **Unacceptable** condition.

- Housing Vouchers issued by the Housing Authority are not fully utilized because the condition of lower-cost rental housing units is below HUD's Housing Quality Standards (as described in Rental Housing Statistics and Trends above).

Affordable Housing Gap

The size of the gap between the number of affordable housing units available and the number needed by the local population is a key component of a housing analysis. Income ranges for very low, low, and moderate income households are established for each County each year by HUD based upon local household incomes. The number of renter and owner households at each income level is compared to the supply of housing placed in income ranges based on the ability of the household to pay 30% of its income for mortgage or rent. The difference between demand and supply for housing in each income range determines the affordable housing gap.

The benchmark for housing studies is the Census because it contains the most comprehensive household data available to analysts. Recognizing that Grand County has experienced a considerable number of housing affordability changes since the 2000 Census, this report contains housing data from the 2000 Census, an estimate of the 2006 affordable housing need, and a projection of the affordable housing need five years from now. The reader should keep in mind that these estimates are reasonable approximations, not exact numbers, and that the estimates are on the conservative side. This means that the actual affordable housing gaps for the different categories are *at least* the estimates presented.

2000 Rental Housing Need

The number of renter households at each income level in 2000 is estimated in the table titled "Year 2000 Home Ownership Housing Gap for Very Low to Moderate Income Residents" below. 2000 data indicates that:

- **The rental inventory deficit was 27 one-bedroom apartments and 22 two-bedroom apartments at the very low income level.**¹⁹
- Only 39.2% of the affordable very low income rental units were occupied by very low income renters; 60.8% of the units were rented by households earning higher income levels.
- There was an adequate supply of rental units affordable to low and moderate income households.

¹⁹ August 2007 Grand County Housing Market Assessment, James A. Wood

Year 2000 Rental Housing Gap for Very Low to Moderate Income Residents						
Income Category	Household Size	Median Income	# Families in Income Category	Monthly Rental Affordability Range	# Units in Affordability Range available	Rental Housing Gap Deficit (-)
Very Low	1	\$ 8,610	130	\$ 0 to \$ 215	103	-27
	2	\$ 9,840	75	\$ 0 to \$ 246	53	-22
	3	\$ 11,070	<u>15</u>	\$ 0 to \$ 277	<u>95</u>	<u>80</u>
			202		251	31
Low	1	\$ 14,350	54	\$ 216 to \$ 359	83	29
	2	\$ 16,400	99	\$ 247 to \$ 410	179	80
	3	\$ 18,450	<u>31</u>	\$ 278 to \$ 461	<u>104</u>	<u>73</u>
			184		366	182
Moderate	1	\$ 22,960	60	\$ 360 to \$ 574	125	65
	2	\$ 26,240	99	\$ 411 to \$ 656	159	60
	3	\$ 29,520	<u>13</u>	\$ 462 to \$ 738	<u>133</u>	<u>120</u>
			172		417	245

2006 / 2007 Rental Housing Deficit

An estimate of the 2006 rental housing need was projected in the table below titled “Year 2006 Extrapolation, Rental Housing Gap for Very Low to Moderate Income Residents”. Two primary projections are included in the table.

The first primary projection is the rental housing gap or difference between the number of 2006 housing units in the inventory and the number of units needed by households at each income level. This projection is based upon 2000 data adjusted for the following updated demographic data:

- 1% annual population growth each year since 2000
- 34% wage increase since 2000
- Rental housing affordability reduction to 72% of 2000 affordability level due gap between wage increase and rent level increase since 2000.

A second estimate projects the total rental housing deficit. The total rental housing deficit is calculated based upon the conditions included in the first primary projection *and* factors in the finding that 30% of the rental housing stock in unacceptable or dilapidated condition.

Based upon these projections, for very low income units, the 2006 rental housing gap was at least 105 units. The total rental housing deficit, including units in unacceptable or dilapidated condition, is at least 194 units, made up of 139 very low income units, 30 low income units, and 25 moderate income units.

Year 2006 Extrapolation Rental Housing Gap for Very Low to Moderate Income Residents								
Income Category	# of Bedrooms	Median Income	# Families in Income Category	Monthly Rental Affordability Range	# Units in Affordability Range Available	Rental Housing Gap Deficit (-)	Units Available in Livable Condition	Total Rental Housing Deficit (-)
Very Low	1	\$11,537	137.8	\$ 0 to \$288	74.16	-63.64	51.912	-85.888
	2	\$13,186	79.5	0 to \$330	38.16	-41.34	26.712	-52.788
	3	\$14,834	<u>15.9</u>	0 to \$371	<u>68.4</u>	52.5	47.88	31.98
				233.2		180.72	-104.98	126.504
Low	1	\$19,229	57.24	\$289 to \$480	59.76	2.52	41.832	-15.408
	2	\$21,976	104.94	\$331 to \$549	128.88	23.94	90.216	-14.724
	3	\$24,723	<u>32.86</u>	\$372 to \$618	<u>74.88</u>	42.02	52.416	19.556
				195.04		263.52	68.48	184.464
Moderate	1	\$30,766	63.6	\$481 to \$769	90	65	63	-0.6
	2	\$35,162	104.94	\$550 to \$879	114.48	60	80.136	-24.804
	3	\$39,557	<u>13.78</u>	\$619 to \$989	<u>61.18</u>	<u>120</u>	42.826	29.046
				182.32		265.66	245	185.962
Total 2006 Rental Housing Deficit for Very Low to Moderate Income Households								-194.212

Projected Rental Housing Deficit in 2012

The rental housing deficit is projected to grow an additional 30 units by 2012.²⁰ If no additional rental housing units are added to the inventory before 2012, the rental housing gap will grow to at least 135 units and the total rental housing deficit, including units in dilapidated or unacceptable condition, will grow to at least 224 units.

Rental Housing Need Summary		
Year		# Units
2006 / 2007	Rental Housing Gap	105
2012	Projected Rental Housing Gap	135
2006 / 2007	Total Rental Housing Deficit (including units in dilapidated or unacceptable condition)	194
2012	Projected Total Rental Housing Deficit (including units in dilapidated or unacceptable condition)	224

²⁰ August 2007 Grand County Housing Market Assessment, James A. Wood

2000 Ownership Housing Gap

The table titled “Year 2000 Home Ownership Housing Gap for Very Low to Moderate Income Residents” provides information about the owner-occupied housing picture in 2000 for Grand County. It shows that in 2000, there was no owner occupied housing gap in Grand County.

Year 2000 Home Ownership Housing Gap for Very Low to Moderate Income Residents						
Income Category	Household Size	Median Income	# Families in Income Category	Home Affordability Range	# Units in Affordability Range available	Ownership Housing Gap (-)
Very Low	1	\$ 8,610	117	\$ 34,052 to \$ 43,718	N/A	
	2	\$ 9,840				
	3	\$ 11,070				
Low	1	\$ 14,350	306	\$ 56,754 to \$ 72,970	545	239
	2	\$ 16,400				
	3	\$ 18,450				
Moderate	1	\$ 22,960	535	\$ 90,807 to \$ 116,752	618	83
	2	\$ 26,240				
	3	\$ 29,520				

Note: Affordability based on 10% down payment, 30% cost burden and 6.5% interest rate

2006 / 2007 Ownership Housing Deficit

An estimate of the 2006 ownership housing need was projected in the table below titled “Year 2006 Extrapolation, Home Ownership Housing Gap for Very Low to Moderate Income Residents”. Two primary projections are included in the table.

The first primary projection is the ownership housing gap or difference between the number of 2006 housing units in the inventory and the number of units needed by households at each income level. That projection is based upon 2000 data adjusted for the following updated demographic data:

- 1% annual population growth each year since 2000
- 34% wage increase since 2000
- Ownership housing affordability reduction to 55% of 2000 affordability level due gap between wage increase and home sales price increase since 2000
- The development of 75 new affordable homes by the Housing Authority of Southeastern Utah and an additional 96 units through Rural Development.

A second, more refined estimate projects the total home ownership housing deficit. The total home ownership housing deficit is calculated based upon the conditions included in the first primary projection *and* factors in that 30% of the housing stock is in unacceptable or dilapidated condition.

It is important to note that the scope of work of this housing study did not include a household survey. As a consequence, data is not available to quantify the very low income Ownership Housing Gap or the number of renter households that would seek affordable home ownership if the opportunity was available.

Based upon these projections, the 2006 home ownership housing gap was at least 186 homes. The total home ownership housing deficit, including units in unacceptable or dilapidated condition, is at least 313 units.

Year 2006									
Home Ownership Housing Gap for Very Low to Moderate Income Residents									
Income Level	Household Size	Median Income	# Families in Income Category	Affordable Price Range	# Homes in Range available	Homes Added To Inventory Since 2000	Home Owner Housing Gap (-)	Units Available in Livable Condition	Total Owner Housing Deficit(-)
Very Low	1	\$11,537	124	\$44,915	N/A	41	Not Known	Not Known	Not Known
	2	\$13,186		to					
	3	\$14,834		\$58,668					
Low	1	\$19,229	324	\$76,050	299.75	89	65	209.825	-25.175
	2	\$21,976		to					
	3	\$24,723		\$97,779					
Moderate	1	\$30,766	567	\$103,219	339.9	41	-186	237.93	-288.07
	2	\$35,162		to					
	3	\$39,557		\$156,448					
Total							-186		-313

Projected Ownership Housing Deficit in 2012

The ownership housing deficit is projected to grow an additional 15 homes per year or 75 units by 2012.²¹ If no additional ownership housing units are added to the inventory before 2012, the ownership housing gap will grow to at least 261 homes. The total home ownership deficit, including homes in dilapidated or unacceptable condition, is projected to grow to at least 388 homes.

Home Ownership Housing Need Summary		
Year		# Units
2006 / 2007	Home Ownership Housing Gap	186
2012	Projected Home Ownership Housing Gap	261
2006 / 2007	Total Home Ownership Housing Deficit (including units in dilapidated or unacceptable condition)	313
2012	Projected Total Home Ownership Housing Deficit (including units in dilapidated or unacceptable condition)	388

²¹ August 2007 Grand County Housing Market Assessment, James A. Wood

2006 / 2007 Housing Trends

Multiple Families in One Residential Property

Doubling-up or overcrowding of multiple households into one property to reduce housing costs is evidence of a shortage of affordable housing. SEULAG's 2005 Housing report estimates that 8 percent of very low income families live at least part of each year "doubled up" with family and friends.²²

The Moab Multicultural Center conducted a telephone survey of 50 of its client families in August 2007. Although each of the 50 families had searched for a single family residence they could afford:

- 14 responded that they have just one family in their home
- 24 responded that there are two families in one home
- 9 responded that there are three families in one home, and
- 4 responded that there are four families in one home. These families are adults or couples without children.

Homeless Housing Shortage:

According to the Plan to End Chronic Homelessness in Grand County by 2014, there is a need for an additional 16 units of housing for the chronically homeless within the next 10 years.

Fastest Growing Age Groups

Population projections over the next five years for Grand County indicate that the fastest growing age groups will be young adults and seniors. By 2012, "new" resident growth projections include 245 young adults aged 20-29 and 293 seniors aged 60-69, indicating a growing need for first-time homes and rental units for young families and seniors.

Continued Housing Affordability Decline

Housing costs continue to increase faster than wages to the point that home ownership is beyond the ability of a large portion of the local workforce. As reflected in the table titled "County Employment Sector Wage and Housing Affordability 2006" below, without very large down payments, a single wage earner cannot afford to purchase the average Grand County home sold since October 2006. Several wage earners would need to combine incomes to purchase the average home of \$265,452. For example, average home purchase would require the combined income of 1.97 Government workers, 2.7 Trade Transportation and Utility workers, or 4.7 Leisure and Hospitality employees.

²² Grand County Affordable Housing Needs Analysis by Lance Christie

County Employment Sector Wage and Housing Affordability 2006				
Employment Sector	Percent of all Employment (2005)	Average Annual Wage ²³	Single Worker Affordable Home	Single Worker Affordable Rent
Mining	2.2%	\$ 48,528	\$ 191,928	\$ 1,213
Construction	6.7%	\$ 29,532	\$ 116,799	\$ 738
Manufacturing	2.3%	\$ 24,072	\$ 95,204	\$ 602
Trade, Transportation, & Utilities	18.4%	\$ 24,744	\$ 97,863	\$ 619
Information	0.9%	\$ 27,996	\$ 110,724	\$ 700
Financial Activities	4.7%	\$ 24,828	\$ 98,195	\$ 621
Professional and Business Services	4.8%	\$ 27,684	\$ 109,490	\$ 692
Educational and Health Services	7.2%	\$ 30,384	\$ 120,169	\$ 760
Leisure and Hospitality	32.2%	\$ 14,328	\$ 56,667	\$ 358
Other Services	1.5%	\$ 21,048	\$ 83,245	\$ 526
Government	19.2%	\$ 33,888	\$ 134,027	\$ 847

Note: Single worker home affordability based on 10% down payment, 30% cost burden and 6.5% interest rate

Erosion of Employee Recruitment and Employee Retention Efforts

Local employers report that due to the high cost of housing:

- job candidates considering a job offer within Grand County are increasingly unwilling to relocate to Grand County to accept local job offers; and
- current employees are leaving local employment to relocate to other communities with more affordable housing markets.

²³ Utah Department of Workforce Services

IX. BARRIERS & IMPEDIMENTS TO AFFORDABLE HOUSING

Elements of the housing market dynamics act as barriers to the construction and maintenance of an adequate supply of affordable housing. Low wages, high housing costs, external market demand, and condition of the rental housing inventory are some of the primary obstacles discussed in other sections of this report.

Government policy actions also affect the cost of housing and can act as barriers to the creation of housing affordable to local residents. A primary method to reduce the cost of housing is to use less high-cost land per housing unit. Typically, this means building affordable housing farther from the city center, forcing local workers and families to commute long distances to work and school. Grand County and Moab City land use regulations that require large lots prevent more efficient land use, impede the development of smaller more efficient housing units, and lead to increased housing costs should be reviewed and considered in light of affordable housing needs. A thorough review of each entity's Land Use Code, including involvement from the public, will likely reveal areas for improvement in the Land Use Codes, thereby increasing opportunities for affordable housing.

While characteristics of land use codes may act as barriers to affordable housing, it is important to recognize the importance of public involvement in reviewing and revising land use codes to address these barriers. Understanding that opposition to affordable housing projects can also act as a barrier to affordable housing, public involvement in addressing barriers becomes doubly important. Affordable housing projects that work with the community and its values have a greater likelihood of gaining public acceptance.

X. HOUSING COST REDUCTION THROUGH IMPROVED LAND USE AND DESIGN

A primary method to reduce the cost of housing is to use less high-cost land per housing unit. Land use reduction can be accomplished through:

- Increased housing unit density per developed acre of land
- Reduction of lot size requirements for each home
- Construction of smaller, more efficient homes
- Utilization of duplex, four-plex, multifamily, and cluster homes
- Efficient subdivision design
- Reduction of the number and width of housing development roads
- Reduction of green-space requirements
- A combination of all of these methods

Effective architectural design combined with the use of high quality construction materials can create compact housing that offers visual appeal, privacy, quality amenities, pleasant living conditions, and reduced maintenance costs. Housing unit designs that could be utilized in the Moab / Grand County region include multifamily and duplex units. The two cottage designs provide examples of high quality, low-cost housing that could replace aging mobile homes, be used for small infill projects throughout the region, or new subdivision development.

Example 1: Linden Pointe
Grand Junction, Colorado
92 unit mansion style multifamily affordable housing development consisting of one, two, and three bedroom units. Eight units per building.
See development budget below



Example 2: Duplex
Boulder, Colorado



Example 3: Multifamily housing
Boulder, Colorado



Example 4: Quinn Cottages Development
Sacramento, California
60 site built 400-600 square foot units
with Community Building



Example 5: Katrina Cottages
New Orleans, Louisiana
Modular 400 to 1000 square foot units



XI. BRIEF HOUSING DEVELOPMENT SUMMARY

To illustrate the housing development process, a brief summary of a multifamily rental development in Colorado is provided. It should be noted that this summary is provided by way of example only, and may not be indicative of the barriers or other conditions in Moab and Grand County. Note the number of partners needed to make this project financially feasible. It may take an even larger number of partners to make any proposal a reality in Grand County. Cooperation, compromise and trust among partners will be essential for any project to succeed.

Need for Project:

The September 2002 Housing Needs Assessment reported that the less-than-market rate housing inventory was less than demand by approximately 1,100 rental units.

Site and Development Description:

The Housing Authority met a portion of this housing need with the new construction of 92 multifamily rental housing units in May 2005. The Development was built on 7.5 acres of land near schools and shopping, and is located on a public transportation route next to a City park. The Development consists of 12 two-story mansion-style residential buildings, one leasing office/ clubhouse, and two playgrounds. Unit amenities include dishwashers, garbage disposals, clothes washers and dryers in each unit, two bathrooms in the two and three bedroom units and comfortable floor-plans. Five of the units are fully accessible.

Unit size, Number, and Income Targeting:

The unit mix and target population was determined by a combination of the housing need and operating budget cash flow.

Unit Type	Unit Size (sq.ft.)	Units @ 30% AMI	Units @ 40% AMI	Units @ 50% AMI	Units @ 60% AMI	Employee Unit at 80% AMI	Unit Total
1 bedroom, 1-bath	797	2	4	12	2		20
2 bedroom, 2 bath	987	2	11	25	9	1	48
3 bedroom, 2 bath	1220	1	3	12	8		24
Totals		5	18	49	19	1	92

Development Budget:

Through a competitive bidding process, the construction budget was created.

Development Budget	
Land	\$ 272,565
Construction	\$ 9,261,331
Professional Fees	\$ 520,137
Interim Costs	\$ 537,900
Permanent Financing	\$ 142,380
Soft Costs	\$ 93,138
Syndication Costs	\$ 24,000
Developer Fees	\$ 474,000
Project Reserves	\$ 151,000
Total Cost	\$ 11,476,451

Income Sources:

Six different income sources were combined to pay the total development cost. Note:

- Due to low rent levels, project cash flow supports a permanent loan of only \$2,600,000.
- Local match, grant funds, and investor equity in the form of Low Income Housing Tax Credits were used to “fill the gap” between the \$2.6 million dollar permanent loan and the total \$11,476,451 development cost.

Sources and Uses Budget		
Public Sector Grants	Amount	Uses
City Contribution (General and CDBG Funds)	\$ 509,000	Site, General Construction
County Contribution	\$ 90,000	General Construction
State Division of Housing	\$ 800,000	Site, Engineering
Housing Authority	\$ 389,451	Land, Developer’s Fee
Private Sector Equity / Loan		
Tax Credit Equity	\$ 7,088,000	General Construction, Fees, Reserves, Marketing
First Mortgage	\$ 2,600,000	Permanent Loan
Development Cost Total	\$ 11,476,451	

Development Timeline:

- Predevelopment activity began in November 2003 and ended with the successful completion of all financial arrangements in May 2004
- Construction began May 2004 and ended in May 2005

XII. RCAC RECOMMENDATIONS

RCAC recommends a number of methods to address the housing challenges of Moab and Grand County:

1. **Acquire and maintain policy maker commitment to Housing Plan implementation**

This Housing Study and Affordable Housing Plan have been developed through the cooperative efforts of the staff of Grand County, the City of Moab, and the Housing Authority of Southeastern Utah, as well as through a significant public input process. We respectfully suggest that local County Council Members and City Council Members accept the recommendation of the Interlocal Affordable Housing Task Force and adopt and work to implement all facets of the Action Plan.

2. **Appoint Housing Task Force**

Resolution of the housing challenge will require a sustained cooperative effort from the County, City, Housing Authority, and other community leaders. It is recommended that a formal Housing Task Force be appointed by policy makers to address the housing challenge, that the Housing Task Force is assigned specific objectives and completion timelines, and that regular implementation progress-reports be provided policy makers.

3. **Improve land use**

Encourage the efficient use of the limited amount of private land available by taking the following actions:

- (a) Identify and eliminate barriers to affordable housing development in local land use regulations.
- (b) Adopt an inclusionary zoning ordinance.
- (c) Obtain and “land bank” land for future affordable housing development.
- (d) Develop a distributed-campus, tax exempt Community Land Trust.
- (e) Utilize infill development to revitalize and bring new activity to older or dilapidated neighborhoods.
- (f) Utilize mixed use residential and commercial development to allow a balanced mix of office, commercial, and residential uses in close proximity to each other.

4. Increase available housing resources

Methods to increase available resources include:

- (a) Create a local Affordable Housing Trust Fund to receive and administer housing resources.
- (b) Establish local down payment assistance and low interest loan programs to improve and preserve existing housing and create new housing units.
- (c) Adopt appropriate taxes and fees.
- (d) Support the creation and/or expansion of HASU's "sister" nonprofit organization to increase and diversify the availability of housing development resources. Support its application to become a Community Housing Development Organization (CHDO) to increase HASU's operating and development funds.
- (e) Support HASU's efforts to initiate a Housing Counseling program to educate home buyers regarding home ownership.
- (f) Implement an Employer Assisted Housing Program.
- (g) Implement an inclusionary zoning ordinance.
- (h) Encourage the use of voluntary real estate transfer assessments to augment housing funds.
- (i) Establish a Grand County housing fund to collect and administer real estate transfer assessments and other funds collected by Grand County.

5. Develop new housing units

- (a) Develop well designed, high-density, energy efficient ownership and rental housing units.
- (b) Encourage multifamily units, twin homes, cluster homes, accessory dwelling units, and cottages.
- (c) Target affordable and attainable households.
- (d) Continue to support HASU's use of Rural Development's Mutual Self Help Housing Program and the Crown home program.
- (e) Utilize affordable housing resource lists.
- (f) Evaluate the gap between the need and the supply of housing affordable to target populations on an ongoing basis in order to target new housing development efforts.
- (g) Encourage construction of multi-family units, twin homes, cluster homes and cottages.

6. Preserve and maintain the existing affordable housing inventory

- (a) Identify all existing subsidized housing units and the dates existing financing expires; monitor those housing units to acquire and preserve them as affordable units.
- (b) Implement a housing rehabilitation program to provide homeowners an incentive to improve the condition of their homes and make them more energy efficient.
- (c) Design and implement a program to replace Unacceptable and Dilapidated housing units with new units.
- (d) Carefully evaluate all proposed zone changes for their effect on affordability.

7. Institute deed restriction programs to keep new moderate income housing units created through construction or rehabilitation available to moderate, low or very low income target populations.

8. Conduct a public education campaign about the benefits of affordable housing and its contribution to the community.

XIII. AFFORDABLE HOUSING 5-YEAR GOALS AND OBJECTIVES

Goals:

1. To achieve and protect secure, affordable, decent housing opportunities for Moab/Grand County residents.
2. To achieve adequate owned and rental housing opportunities to allow the community to recruit and retain a workforce with the skills and credentials needed by community employers.
3. To achieve creation and retention of housing stock affordable to very low, low, moderate, and moderate to 120 percent of Area Median Income (AMI) households.
4. To assess on a continuing basis the gaps among housing stock, housing needs, and what households can afford in order to revise the objectives of the Affordable Housing Plan.
5. To establish and participate in programs and efforts to reduce household operating, rehabilitation and construction costs across the economic spectrum.

Objectives:

1. Through public and private partnerships, provide **8** units of transitional housing for Moab's homeless, within the next five years, of the total **16** needed within the next 10 years.
2. Through public and private partnerships, provide **55** units of new or rehabilitated rental housing affordable to very low income households, within the next five years, of the total **139** currently needed.
3. Through public and private partnerships, provide **22** units of new or rehabilitated housing affordable to low income households; **10** for purchase and **12** for rental, within the next five years, of the total **55** currently needed.
4. Through public and private partnerships, provide **124** units of new or rehabilitated housing affordable to moderate income households; **114** for purchase and **10** for rental, within the next five years, of the total **313** units currently needed.
5. Promote and establish energy efficiency and other programs, policies and regulations to lower the cost of constructing, rehabilitating and maintaining homes affordable to all households earning 120 percent of AMI or less.
6. Analyze the housing needs of moderate to 120 percent income households and develop an objective to address the needs of this income group.
7. Coordinate with and involve multiple community and outside agencies in developing affordable housing solutions.

XIV. AFFORDABLE HOUSING 5-YEAR ACTION PLAN

ATL - Association for the Tree of Life
 CDBG - Community Development Block Grant
 CHDO - Community Housing Development Organization
 GWSSA - Grand Water and Sewer Service Agency
 HASU- Housing Authority of Southeastern Utah
 HUD - Housing and Urban Development (Department of)
 OWHLF – Olene Walker Housing Loan Fund
 N/A - Not Applicable
 PLCT – Powerhouse Lane Community Land Trust
 RCAC - Rural Community Assistance Corporation
 RETA - Real Estate Transfer Assessment
 SEUALG - South East Utah Association of Local Governments
 TBD - To Be Determined
 USDA - United States Department of Agriculture

ACTION STEPS	LEAD AGENCY	IMPLEMENTATION PARTNERS	POSSIBLE FUNDING SOURCES	TARGET DATE	STATUS
1. 501c(3) COMMUNITY LAND TRUST					
a. Create / finalize land trust	Housing Task Force, HASU	PLCT	N/A	Year 0-1	In progress
b. Create land trust board	HASU, PLCT	Housing Task Force	N/A	Year 0-1	
c. Develop board policies	Land Trust Board	Housing Task Force	N/A	Year 0-1	
d. Solicit resources	Land Trust Board	HASU, PLCT	CDBG, OWHLF	Year 1-5	
e. Develop partnerships with local governments, private landowners, and businesses	Land Trust Board	HASU, PLCT, City, County, Private Land Owners, Developers, etc.	USDA funds	Year 1-5	
2. 501 c(3) COM. HOUSING DEV. ORGANIZATION (CHDO)					
a. Finalize CHDO	HASU, Housing Task Force	RCAC	N/A	Year 0-1	In progress
b. Create CHDO board pursuant to Federal Regulations	HASU, Housing Task Force	Community	N/A	Year 0-1	
c. Develop board policies	CHDO Board	Community	N/A	Year 0-1	
d. Solicit resources	HASU, CHDO Board	Workforce Housing Initiative	CDBG, OWHLF, Pamela Atkins Trust Fund	Year 1-5	

ACTION STEPS	LEAD AGENCY	IMPLEMENTATION PARTNERS	POSSIBLE FUNDING SOURCES	TARGET DATE	STATUS
e. Develop partnerships with local governments	HASU, CHDO Board	City, County	Foundations, Donations	Year 1-5	
f. Coordinate with other CHDOs	HASU, CHDO Board	Workforce Housing Initiative	USDA funds	Year 0-5	In progress
3. DEED RESTRICTION GUIDELINES					
a. Coordinate guidelines between the City and County	City, County	Housing Task Force	N/A	Year 0-1	
b. Determine target population(s)	Housing Task Force	City, County	N/A	Year 0-1	
c. Create mechanism for administering deed restrictions	City, County	HASU, Housing Task Force	N/A	Year 0-1	
4. AFFORDABLE HOUSING STOCK PRESERVATION					
a. Promote mobile home rental to ownership	HASU, Land Trust	Housing Task Force, USDA, RCAC, OWHLF	TBD	Year 2-5	
b. Replace dilapidated units using Smart Growth concepts	HASU, Private	Private, Chamber of Commerce, Employers, Community Rebuilds	TBD	Year 2-5	
c. Investigate temporary housing alternatives	Housing Task Force	Private property owners, City, County, HASU, Utah Workforce Housing Initiative, CHDO, USDA, RCAC, OWHLF, Community Rebuilds	TBD	Year 0-2	In progress
d. Investigate incentives to rehabilitate deteriorated units	Housing Task Force, SEUALG Weatherization program, Community Rebuilds	Rural Development	USDA, HUD, State, SEUALG	Year 0-1	
e. Provide tax abatement on residential rehabilitation and replacement for low income families	County	County Assessor, Clerk and Treasurer	County	Year 0-1	
f. Inventory existing subsidized units and chart financing/flip cycle	County, City	County Assessor, Clerk and Treasurer	N/A	Year 0-1	
g. Evaluate all proposed zoning changes for their effect on existing affordable housing	County, City	Housing Task Force	N/A	Year 0-5	
5. LAND USE CODE CHANGES TO ENCOURAGE AFFORDABLE HOUSING					
a. Develop mixed-use ordinance	City, County	City and County Planning, Builders' Alliance, Community Input, Smart Growth Organizations	N/A	Year 1-2	
b. Research and review transfer of development rights concept	City, County	City and County Planning, Community Input	N/A	Year 1-2	
c. Refine and/or consider affordable housing overlay zone	City, County	City and County Planning, Builders' Alliance, Community Input	N/A	Year 0-2	
d. Allow for additional incentives	City, County	City and County Planning, Community Input	N/A	Year 1-2	

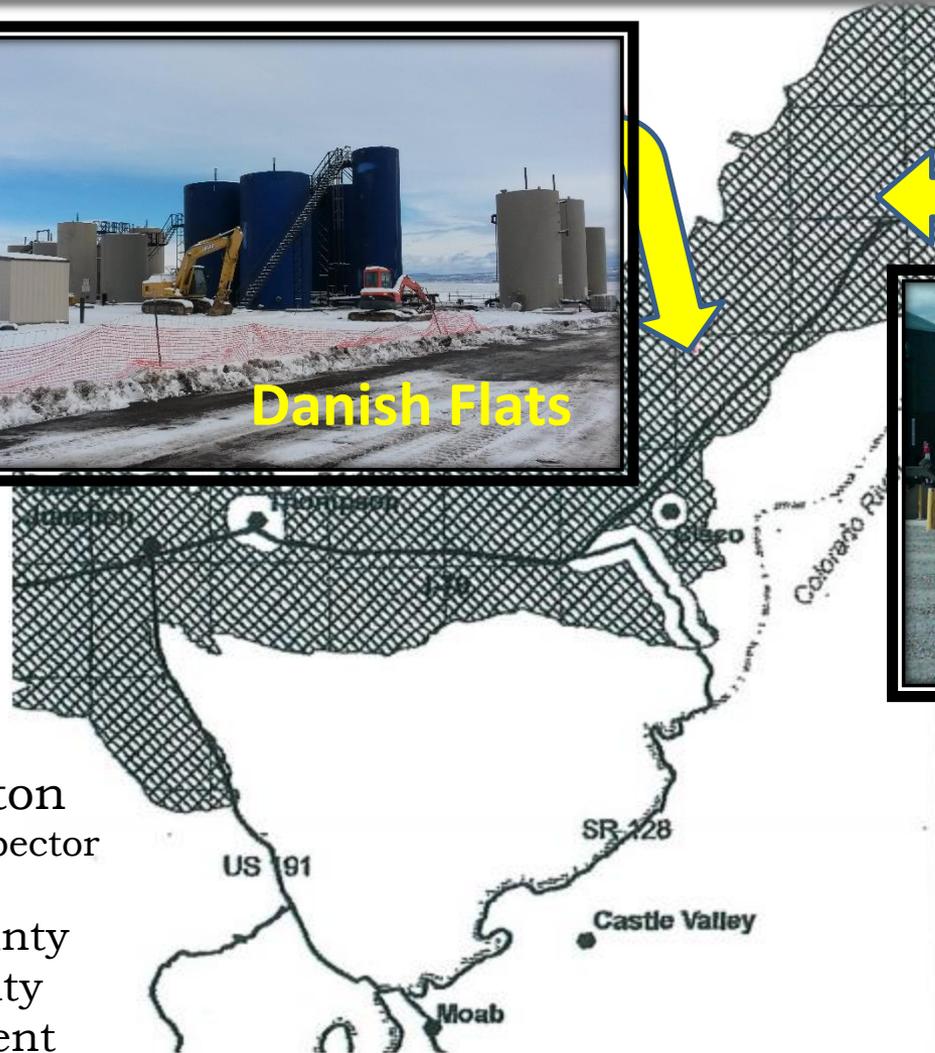
ACTION STEPS	LEAD AGENCY	IMPLEMENTATION PARTNERS	POSSIBLE FUNDING SOURCES	TARGET DATE	STATUS
e. Review City and County Land Use Codes to identify and document barriers to affordable housing and engage in public process to mitigate or remove those barriers.	City, County	City and County Planning, Community Input	N/A	Year 0-1	Initial Review Complete
f. Develop acceptable guidelines and locations for increased density and decreased requirements for affordable housing projects	City, County	City and County Planning, Housing Authority , CHDO, Community Input	N/A	Year 0-1	
g. Allow for infill development	City, County	City and County Planning, Community Input, Smart Growth Organizations	N/A	Year 0-1	
6. BUILDING CONSTRUCTION & DESIGN PRACTICES					
a. Encourage walkability for new housing and community projects	City, County, HASU	City and County Planning, Builders Alliance, Trail Mix, RETA fund	RETA	Year 0-1	
b. Implement green building standards and incentives	City, County, HASU	City and County Planning, Builders Alliance, Canyonlands Sustainable Solutions, Local Green Builders, Mulberry Grove	State, Federal, Utilities	Year 2-3	
7. AFFORDABLE HOUSING COMPONENT INCLUDED IN NEW DEVELOPMENT					
a. Investigate linkage fees	City, County	Builders Alliance, Chamber of Commerce	N/A	Year 1-2	
b. Refine/develop new affordable housing overlay zone	City, County	City and County Planning, Community Input	N/A	Year 0-2	
c. Investigate new mixed use and residential development provision of affordable housing (inclusionary zoning)	City, County	Chamber of Commerce, County and City Planning, Builders' Alliance	Private	Year 1-2	
8. DEVELOPMENT COSTS REDUCTION					
a. Implement guidelines for impact fee deferrals and/or subsidies	City, County, Special Service Districts	County Building Department, Special Service Districts, Builders' Alliance	RETA, Other	Year 0-2	
b. Offer affordable housing development subsidies	City, County	Workforce Housing Initiative, CHDOs, Land Trust	RETA, Other	Year 2-5	
9. EMPLOYER ASSISTED HOUSING PROGRAM					
a. Establish down payment funds	City, County	Public and Private Employers, Chamber of Commerce	RETA, SEUALG	Year 1-2	
b. Investigate employer requirements and/or incentives for provision of affordable housing	City, County	Employers, Builders' Alliance, Chamber of Commerce		Year 1-2	

ACTION STEPS	LEAD AGENCY	IMPLEMENTATION PARTNERS	POSSIBLE FUNDING SOURCES	TARGET DATE	STATUS
10. LOCAL AFFORDABLE HOUSING RESOURCES					
a. Implement mechanism for voluntary real estate transfer assessment agreements	City, County	Local Association of Realtors	N/A	Year 0-1	City - Complete
b. Investigate possibility of mandatory real estate transfer assessments on high value transactions.	Housing Task Force	N/A	N/A	Year 1-2	
c. Establish affordable housing fund	City, County	HASU	N/A	Year 0-1	
11. LAND RESOURCES					
a. Develop land bank	City, County, HASU	Housing Task Force, Land Trust, ATL	City, County, HASU, Private donations, etc.	Year 0-2	
b. Purchase properties for affordable housing	City, County, HASU	Housing Task Force	City, County, HASU, Private donations, etc.	Year 0-5	
c. Pursue land donations	City, County, HASU	Housing Task Force	City, County, HASU, Private, etc.	Year 0-5	
d. Identify City and County underutilized land	City, County	Community Input, Private Property Owners	N/A	Year 0-1	
12. DEVELOPMENT PROCESS STREAMLINING FOR AFFORDABLE HOUSING					
a. Develop priority processing for building permits for affordable housing projects	City, County, developers	City and County Planning, County Building Department, Developers, Builders' Alliance, Chamber of Commerce	N/A	Year 1-2	
b. Review other jurisdictions' planning processes and implement appropriate changes	City, County	Housing Task Force	N/A	Year 0-1	
c. Designate planning process facilitator and liaison	City, County	City and County Planning	N/A	Year 1-2	
13. HOUSING TASK FORCE					
a. Expand Housing Task Force	HASU	City, County, Community Members	N/A	Year 0-1	In progress
b. Perform annual review of affordable housing supply and demand and revise gaps	Housing Task Force	City, County, Public, HASU	N/A	Year 1-5	
c. Develop needs assessment for >80% AMI and develop strategies to assist the income category	Housing Task Force	RCAC, Workforce Housing Initiative	N/A	Year 1-2	
d. Develop and distribute a list of affordable housing tools and resources	Housing Task Force	City and County Planning Commissions	N/A	Year 0-1	List begun

ACTION STEPS	LEAD AGENCY	IMPLEMENTATION PARTNERS	POSSIBLE FUNDING SOURCES	TARGET DATE	STATUS
e. Provide ongoing progress report on activities to public and decision makers	Housing Task Force	City, County, News Media		Year 0-5	
14. HOUSING COUNSELING					
a. Promote and facilitate housing / financial counseling programs offered by different entities	Housing Task Force	HASU, financial institutions	Private, Grand San Juan Board of Realtors	Year 1-2	
b. Provide housing counseling	HASU	New Home Buyers, Realtors, Building Department	HASU, Grand San Juan Board of Realtors	Year 0-5	Ongoing
15. PUBLIC EDUCATION CAMPAIGN					
a. Identify target audiences and tailor programs to meet particular needs	Housing Task Force	Homeless Coordinating Committee, City, County, Media	N/A	Year 0-5	
b. Provide workshops / brochures for builders and developers	Housing Task Force	Chamber of Commerce, Builders' Alliance	Financial Institutions, Neighbor-hood Reinvestment	Year 1-3	
c. Provide additional information to the public about policy changes	City, County	Housing Task Force, Media, Homeless Coordinating Committee	N/A	Year 0-5	Ongoing
d. Provide interactive workshops and feedback opportunities	City, County	Housing Task Force, Homeless Coordinating Committee, Chamber of Commerce, Workforce Housing Initiative	SEUALG, Neighbor-hood Reinvestment	Year 0-5	Ongoing
16. PUBLIC / PRIVATE PARTNERSHIPS					
a. Identify possible partners	Housing Task Force	TBD	N/A	Year 0-1	Ongoing
b. Promote energy efficiency programs with private and public energy and resource providers	City, County, utility providers	Questar, Rocky Mountain Power, RCAC, Enterprise Groups, etc.	Questar, Rocky Mountain Power, RCAC, Enterprise Groups, etc.	Year 0-2	Ongoing

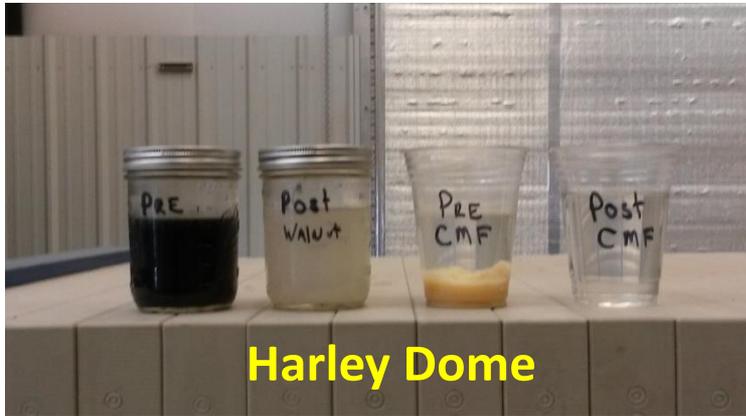
ACTION STEPS	LEAD AGENCY	IMPLEMENTATION PARTNERS	POSSIBLE FUNDING SOURCES	TARGET DATE	STATUS
c. Promote real-estate transfer assessment agreements with developers	City, County	Private Land Owners, Developers	N/A	Year 0-5	Ongoing
d. Promote low-interest loan programs for energy efficiency upgrades and rebuilds	City, County, HASU, utility providers, financial institutions	SEUALG	SEUALG	Year 1-5	
e. Utilize RETA funds to assist with affordable housing developments	City, County	HASU, CHDOs, Workforce Housing Initiative	RETA	Year 0-5	
f. Work with non-profit agencies and private developers to do mixed income developments	City, County, HASU	HASU, CHDOs, Workforce Housing Initiative, Chamber of Commerce	Federal, State, Local	Year 0-5	
17. HOUSEHOLD MAINTENANCE					
a. Promote energy efficiency programs	City, County, HASU, utility providers	Questar, Rocky Mountain Power, RCAC, Enterprise Groups, etc.	Questar, Rocky Mountain Power, RCAC, Enterprise Groups, etc.	Year 0-5	Ongoing
b. Implement culinary water conservation measures	City, GWSSA	N/A	N/A	Year 1-2	
c. Provide public information about how to reduce household costs	Housing Task Force	City, County, Utility Providers	Questar, Rocky Mountain Power, RCAC, Enterprise Groups, etc.	Year 2-3	
d. Promote low-interest loans and incentives for energy reducing improvements	Housing Task Force	HASU, City, County, Utility Providers	TBD	Year 2-3	
18. HOMELESSNESS					
a. Work with Local Homeless Coordinating Committee to consider needs of the homeless	Housing Task Force	Local Homeless Coordinating Committee		Year 0-5	Ongoing

Production Water Facilities



Lee Shenton
Technical Inspector

Grand County
Community
Development

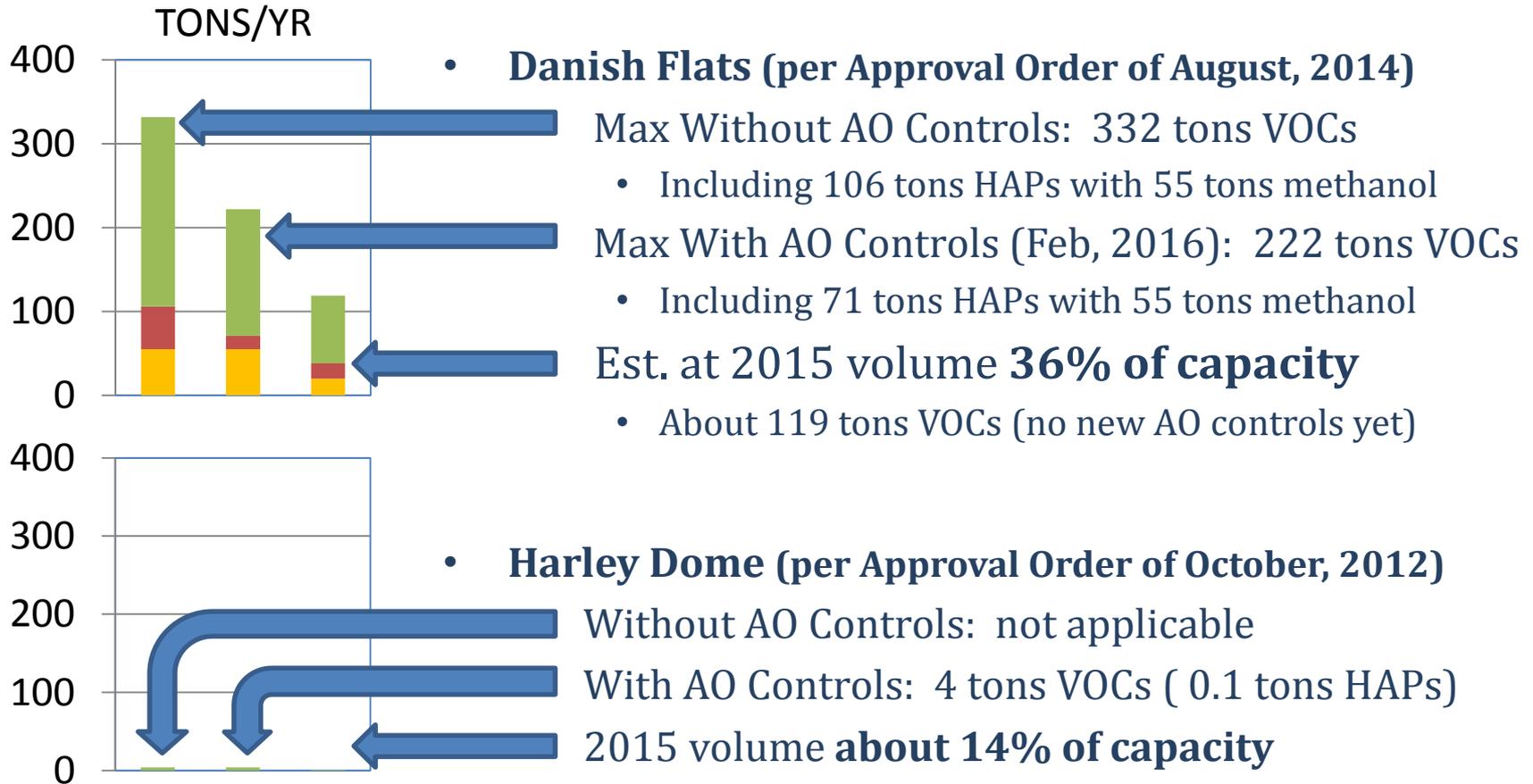


Multi-stage separation, purification	Two-stage separation
Oily layers collected and sold, contaminants to injection well	Oily layers collected and sold, solids accumulate in ponds
Purified water discharged to surface	Water evaporated from 14 ponds
Max air emissions 4 tons per year	Max air emissions 332 tons per year*
Received 170,000 bbls in 2015 (-28%)	Received 955,000 bbls in 2015 (+64%)
Owned by ArmadaWater (CO)	Owned by Oilfield Water Logistics (TX)

* UDAQ Approval Order required installation of emission control systems by February 4, 2016

Air Emissions Estimates

Annual Totals at Maximum Capacity



VOCs = Volatile Organic Chemicals HAPs = Hazardous Air Pollutants

County Monitoring Fees

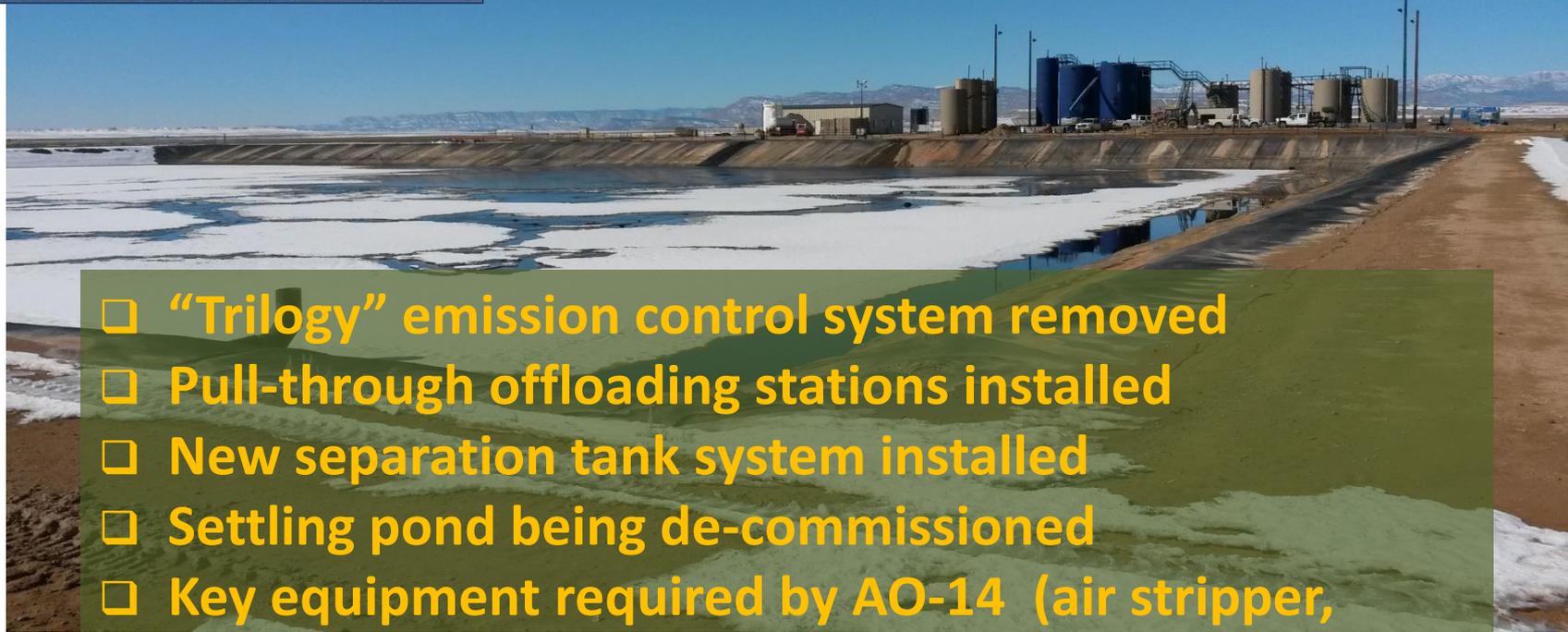
@ 10c/bbl



Danish Flats



2015



- ❑ “Trilogy” emission control system removed
- ❑ Pull-through offloading stations installed
- ❑ New separation tank system installed
- ❑ Settling pond being de-commissioned
- ❑ Key equipment required by AO-14 (air stripper, thermal oxidizer) not on site



2015 at
Harley Dome

- ❑ New separation tanks and purification equipment operational
- ❑ Purified water discharged since June, 2014 per UDWQ permit
- ❑ Operations suspended for much of November and December

Looking Forward

- **Both:** Business adversely impacted by
 - Recession in energy market
 - more recycling at wellhead
 - Colorado disposal competitors
 - shale gas production elsewhere
- **Danish Flats** has asked to submit new NOI, including approval to accept non-OGI formation water in two (of fourteen) ponds
- **Harley Dome** still using some capacity as R&D facility but expects to grow business in 2016
- Monitoring well still not installed between HD and Colorado River

Ordinance 528 Features

Adopted November 18, 2014

- Amended Ordinance 490 *“Production Water Disposal and Recycling Facilities”*
- Incorporates emission limits, sampling protocols and reporting requirements by reference to state permits
- Requires effective operation of emission control equipment
- Provides for penalties for late payments; allows billing for monitoring fees on estimated basis if monthly report is late
- Defines requirements more clearly for netting ponds and skimming oily residues

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
FEBRUARY 16, 2016

Agenda Item: D

TITLE:	Accepting The Utah Division of Wildlife Resources (UDWR) PILT Payment
FISCAL IMPACT:	A check in the amount of \$4,358.49 will be delivered to Grand County at this council meeting
PRESENTER(S):	Chris Wood, Southeastern Regional Supervisor

Prepared By:

Chris Wood, Regional
Supervisor
Utah Division of Wildlife
319 N Carbonville Rd
Ste A
435-613-3701
Chriswood@utah.gov

BACKGROUND:

UDWR owns and manages several Wildlife Management Areas (WMA) in Grand County. These include the Nash Wash WMA and the Scott M Matheson Wetlands Preserve. These lands are important to wildlife were purchased for public use and benefit.

ATTACHMENT(S):

Letter from Greg Sheehan, Director of UDWR

FOR OFFICE USE ONLY:

Attorney Review:

N/A



GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Wildlife Resources

GREGORY J. SHEEHAN
Division Director

December 1, 2015

Grand County Council
125 E. Center Street
Moab, Utah 84532-2429

RE: In-Lieu Tax Payment
Amount: \$4,358.49
Check No.: F11209782

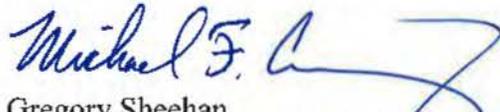
Dear Council Members:

Enclosed is a check for the year 2015 contractual in-lieu tax payment on land the Division of Wildlife Resources owns in Grand County. The money used to pay the in-lieu tax is provided by hunters and anglers in your county and across the state.

These lands are important to wildlife and to the many hunters and anglers in Grand County. I appreciate the Council's support as a partner in managing Utah's wildlife.

Please contact me if we can be of further assistance.

Sincerely,


Gregory Sheehan
Director **ACTING DIRECTOR**

GS/sh
Enclosure



Moab to Monument Valley Film Commission

Annual Report 2015

Projects:

- Update CivicPlus website
 - changes in personnel at various permitting offices
 - drone (unmanned aircraft) information up to date with FAA link
- Get local crew / support services to sign up and register information and credentials
- Continue building and updating location library on Reel Scout in collaboration with Utah Film Commission
- Continue using MailChimp and Facebook to get much needed information out to members via social networking
- Re-designed welcome packet coupons to hand out to visiting productions
- Made a business card
- Designed new logo for MMVFC
- Ad Placement
 - Adnews for Sundance
- Promotional items:
 - Neck Gaiters (for Sundance)
 - Pens
 - Lip-balm
 - T-shirts
 - Brochure / Tradeshow display
- Make available film and video equipment from grants and organize and purchase necessary items to keep us mainstream
- Better permitting outline for County and City Permits
- Meet with BLM and Forestry Service along with UFC and Local locations people to clarify film permit grey areas
- Work on local film Incentive
- Target overseas productions
- Permits Issued
 - BLM: 42 Forestry, Fire, State, Sovereign Lands: 3
 - NPS: 42 Dead Horse State Park: 10
 - SITLA: 24 UDOT: 7



Studio Relationships / Networking:

- Maintained relationship with HBO “Westworld”
- Printed and hung flyers for various casting calls for locals (Westworld, Relative Survival, Untitled Survival Project)
- Attended Utah Film Commission Industry Day
 - Sat on Locations Panel
 - Sat on UFC panel for Production Assistant Boot Camp based directly on the MMVFC PA trainings
- Attended Sundance Film Festival 2016
 - Met with Multiple Producers / Directors and DP’s at Sundance Film Festival to promote our area as a filming destination, not for only red rock and iconic scenery but also mountains, lakes, forests, rivers and our local crew available for hire
- Went on KZMU Radio to promote Film Commission presence and remind all on air listeners about signing up for web site, participating in PA trainings and compliance monitor training
- Attending AFCI Locations and Global Marketing Tradeshow and AFCI educational training in Los Angeles in April

Training:

- InDesign / Photoshop
- CivicPlus
- Timekeeper
- Cultural / Diversity Training
- Provided 3 Production Assistant Trainings since August with over 50 participants
- Provided information on BLM Monitor Training as another job opportunity
- Took courses through AFCI for Film Commission Certification

Staffing:

- Bega Metzner - The Assistant Director of the Film Commission. I have 20 years film experience and I have lived in Moab on and off since 1992.
- I have a good working relationship with the local community and my son attends 4th grade at the Moab Charter School and was born in Moab.

Film Commission

Annual Report for 2014

Studio Relationships

- Strengthened the relationship with Warner Bros. & HBO
- Encouraged more shuttling options to minimize impact on locations as well as utilizing water bottles (with the film commission logo) on set to minimize plastic water bottle waste.
- Beginning to focus on the TV Series Industry

Office Projects

- Working on the new website
- Built up our location library and collaborated with the Utah Film Commission for a consistent media library
- Currently using *MailChimp* for an e-newsletter
- Finalized and printed the spiral bound location booklet
- Attended an industry training in New York
- Marketing trip with set and studio visits in New York
- Attended NATPE for the first time in Miami, FL
- Provided four Production Assistant trainings in Moab

Film Festivals

- Made sure our office had a presence, through materials, at Sundance 2015
- Discussions with surrounding communities to put together a Youth Film Festival, held at Star Hall

Part-Time Help

- Still trying to figure out part-time, temporary assistance
 - Recently started training, and utilizing the new MARC Assistant Director, Elizabeth Holland

Film Commission

Vision for 2015 and Beyond

Projects

- Better utilize the website (spend more time working with CivicPlus)
- Incorporate new design with logo for younger generation
 - Promotional items
 - Ad placement
 - Tradeshow displays
- Budget for a video project to be done professionally
- Bring back the youth film festival
 - Coordinate with 4 Corners District

Office

- Continue working on relationships with local business owners
- Create a cohesive response to the use of drones (unmanned aircraft) and a list of licensed operators
- Better permitting outline for County and City Permits

Films

- Work with the TV series and adjust services accordingly
- Continue targeting overseas productions and potential TV series'

Training

- InDesign
- CivicPlus
- Provide more Production Assistant Trainings and industry seminars
- Take courses offered through AFCI for film commissioner certification

New Budgeting Requirements

- Video production
- Marketing overseas (potential travel and advertisement)

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
February 16, 2016
Agenda Item:F

TITLE:	Presentation on Public Defender Semi-Annual Report
FISCAL IMPACT:	None
PRESENTER(S):	Don Torgerson, Torgerson Law Offices, P.C.

Prepared By:

Ruth Dillon,
Council Administrator
(435) 259-1347

FOR OFFICE USE ONLY:

Attorney Review:

N/A

BACKGROUND:

As part of the Public Defender Agreement, a written report of services is required every six months. The agreements specify that the reports "shall include the number and types of cases or matters handled specifying the types and classes of:

- Offenses
- Courts
- Particular clients
- Non-jury trials
- Jury trials
- Hearings other than trials
- Plea-negotiated settlements
- Such other factors as may be reasonably requested by the county that do not violate attorney client privilege."

ATTACHMENT(S):

1. Reports Dated February 8, 2016 and July 17, 2015

TORGERSON LAW OFFICES, P.C.

454 EAST MAIN STREET, SUITE 100

PO BOX 955

PRICE, UT 84501

DON M. TORGERSON
MANDIE J. TORGERSON

(435) 637-7011
FAX (435) 636-0138
www.pricelawyers.com

February 8, 2016

Ruth Dillon
Council Assistant
Grand County Council
125 East Center Street
Moab, UT 84532

Re: Grand County Public Defender Report

Dear Grand County Council:

The total number of cases we have been appointed to is accurate, all other numbers are approximate.

Date of Reporting: July 2, 2015 – January 31, 2016

Total number of criminal case appointments: 98

- District Court: 92
- Justice Court: 6

Initial charges in the *Information*:

- 1st Degree Felony: 5
- 2nd Degree Felony: 15
- 3rd Degree Felony: 22
- Class A Misdemeanor: 59
- Class B Misdemeanor: 79
- Class C Misdemeanor: 19
- Infraction: 6

Orders to Show Cause: 23

Appeals from Justice Court: 0

Cases Dismissed after Information or Order to Show Cause filed: 13

Cases Settled/Negotiated: 84

- 1st Degree Felony: 0
- 2nd Degree Felony: 8
- 3rd Degree Felony: 14
- Class A Misdemeanor: 31
- Class B Misdemeanor: 45
- Class C Misdemeanor: 16
- Infraction: 1
 - Prison Sentence: 15
 - Jail Sentence: 25
 - Court Probation: 36
 - Supervised Probation: 12
 - Fine: 50
 - Community Service: 12
 - DNA Sample: 29
 - Assessment: 29
 - Restitution: 10
 - Drug Court: 1
- Plea in Abeyance: 2
- Probation Revoked and Reinstated: 13
- Probation Terminated Unsuccessfully: 9

Current active Juvenile Court cases: 40

Sincerely,

TORGERSON LAW OFFICES, P.C.



Don M. Torgerson

don.torgerson@gmail.com

TORGERSON LAW OFFICES, P.C.

454 EAST MAIN STREET, SUITE 100

PO BOX 955

PRICE, UT 84501

DON M. TORGERSON
MANDIE J. TORGERSON

(435) 637-7011
FAX (435) 636-0138
www.pricelawyers.com

July 17, 2015

Grand County Council
125 East Center Street
Moab, UT 84532

***Re: Grand County Public Defender Report/
Contract Renewals***

Dear Chairman and Members of the Council:

We have compiled the case figures for the current reporting period under the public defender contracts. During this last year, we were appointed to approximately 20% more cases in district court than we handled during the previous reporting period. Almost all of the increase is attributable to second-degree felonies and class A misdemeanors, while the other offenses remained fairly consistent. Although there were more cases filed, I'm not certain that there were more clients. Quite a few of my clients during this reporting period had more than one case filed against them.

Additionally, this report includes our current active cases under the juvenile court parental defender contract since we assumed that contract from Joyce Smith ten months ago. Because juvenile court cases often last longer than a year, we track those by current active cases instead of new court appointments.

Finally, our contract for criminal public defender work is scheduled to end in January and the contract for juvenile court parental defense work is scheduled to terminate at the end of 2018. The juvenile court contract has an automatic renewal provision but, for some reason, the adult criminal contract does not. We are interested in continuing the work we have been doing in Grand County. If the County feels the same way, I propose the following:

- For the criminal public defender contract, we propose a renewal with the same 5-year term and other conditions as before. However, I propose an automatic renewal clause to streamline the process for future renewals; and
- For the juvenile court parental defender contract, I propose re-writing the contract with the same conditions as before, but changing the term of the contract so that both contracts are on the same renewal schedule for easier administration.

With that out of the way, the report is below. The total number of cases we have been appointed to is accurate, all other numbers are approximate.

Date of Reporting: July 18, 2014 – July 1, 2015

Total number of criminal cases appointed to: 157

- District Court: 144
- Justice Court: 13

Initial charges in the *Information*:

- 1st Degree Felony: 3
- 2nd Degree Felony: 61
- 3rd Degree Felony: 75
- Class A Misdemeanor: 88
- Class B Misdemeanor: 103
- Class C Misdemeanor: 67
- Infraction: 1

Order to Show Cause: 36

Appeals from Justice Court: 2

Cases Dismissed after Information filed: 17

Cases with conflict or defendant hired private counsel: 4

Cases Settled/Negotiated: 135

- 1st Degree Felony: 1
- 2nd Degree Felony: 7
- 3rd Degree Felony: 40
- Class A Misdemeanor: 47
- Class B Misdemeanor: 55
- Class C Misdemeanor: 19
- Infraction: 1

- Sentencing
 - Prison Sentence: 20
 - Jail Sentence: 44
 - Court Probation: 61
 - Supervised Probation: 27
 - Fine: 80
 - Community Service: 27
 - DNA Sample: 56
 - Assessment: 51
 - Restitution: 5
 - Drug Court: 9
- Plea in Abeyance: 2
- Probation Revoked and Reinstated: 14
- Probation Terminated Unsuccessfully: 12

Order to Show Cause Hearings: 0

Preliminary Hearings: 1

Trials: 0

Current active Juvenile Court cases: 35

Sincerely,

TORGERSON LAW OFFICES, P.C.



Don M. Torgerson
dt@pricelawyers.com

DMT/kd



MONTROSE TO MOAB

How it started...

2

- People were already using it!
- Use brought to attention of the county
- County discussed feasibility with Forest Service, BLM and other partners (including a visit to Moab)
- Based on positive feedback, started piecing the route together
- Based on user suggested routes

The intent...

3

- A contiguous designated route from the Montrose area to Moab
- Open to 4WD/OHV and bicycles
- Supported by services, campgrounds and a whole lot of awesome stuff to do along the way
- Market as an attraction to bring visitors to the area and introduce them to places they wouldn't see otherwise
- Drive outdoor recreation based economic development

Why we like it...

4

- **Uses existing routes (no new road construction)**
 - No jurisdictional issues on route
 - Challenging terrain in beautiful country
 - Limited maintenance required
- **Positive Economic Impact**
 - 4WD/OHV recreation is big business (sound familiar?)
 - West End of Montrose County economically depressed
 - ✦ Offset decline of mining and milling
 - ✦ High potential for outdoor recreation

Route Highlights

5

- ±166 miles (Shavano Valley to Moab)
- ±6,500' elevation variance
- 2 National Forests (Uncompahgre, Manti-La Sal)
- Dolores River Canyon
- Buckeye Reservoir
- Geyser Pass & surrounding peaks
- Dark Canyon Lake
- Paradox Valley
- Multiple campgrounds
- National Parks on both ends (Black Canyon, Arches, Canyonlands)

Why we hope you like it...

6

- A relief valve for motorized use
 - Send riders to Colorado
- Opportunities for additional marketing
 - Moab/Montrose together could attract visitors from new markets
 - Montrose Regional Airport/Telluride Connection
 - ✦ **Direct** service from Dallas, Phoenix, Chicago, Los Angeles, Atlanta, Houston, Newark, LaGuardia (NYC), San Francisco, Las Vegas, Denver
 - Moab visitors can day trip to Montrose County and visit:
 - ✦ Black Canyon National Park, Dominguez-Escalante NCA, Gunnison Gorge NCA, proposed Dolores River Canyon NCA, Curecanti NRA

Your thoughts...

7

- We welcome suggestions and discussion on any issue including:
 - Route
 - Marketing
 - Signage
 - Partnerships
 - Lessons learned from an outdoor oriented community
- Thank you for having us!
 - Commissioner Glen Davis
 - Jon Waschbusch, Government Affairs Director

**AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
February 16, 2016**

Agenda Item: H

TITLE:	Discussion on Next Steps to Comply with House Bill 323 – County Resource Management Plans (CRMP)
FISCAL IMPACT:	None (at this time)
PRESENTER(S):	Zacharia Levine, Community Development Director

Prepared By:
ZACHARIA LEVINE
GRAND COUNTY
COMMUNITY
DEVELOPMENT
DIRECTOR

FOR OFFICE USE ONLY:
Attorney Review:

N/A

STAFF RECOMMENDATION:

Discuss next steps to comply with HB 323 – County Resource Management Plans (CRMP).

BACKGROUND:

Staff is requesting the Council provide some direction for moving forward regarding compliance with HB 323 – County Resource Management Plans (CRMP). The public workshops, stakeholder coordination, and plan writing associated with this effort will require more resources (time and money) than currently available in the community development department.

When discussing next steps, Council should consider two parallel developments that may affect how the County proceeds. First, the state legislature is currently reviewing a bill (HB 219) that would extend the deadline for compliance by 9 months such that a first public hearing to solicit comment on the plan must occur on or before May 1, 2017 and adoption of the plan as a chapter of the County’s General Plan must occur on or before August 1, 2017. HB 219 also specifies the process for receiving \$50,000 from the Public Lands Policy Coordinating Office (PLPCO) for the purposes of completing a CRMP. Second, the Southeastern Association of Local Governments (SEU-ALG) has contracted with BIO-WEST and Jones & DeMille to collect, analyze, and catalog existing data related to the 28 resources identified in the bill. To be clear, this effort will not result in management objectives, policies and regulations, or monitoring procedures – that is the responsibility of each county.

Staff believes that hiring an independent contractor is the best way to comply with this mandate, realize its intent to the fullest extent possible, and satisfy the public input requirements associated with amending a general plan. At this juncture, while there are uncertainties associated with the deadlines and funding stream from PLPCO, staff recommends the County draft a Request for Proposals (RFP) for consultation services to complete the CRMP within a specified timeline. Once the 2016 legislative session closes and the deadlines and funding become clear, Grand County should announce the RFP and begin evaluating proposals. Staff welcomes any other direction from Council.

ATTACHMENT(S):

1. Proposed HB 219 (1/29/16 draft)

RESOURCE MANAGEMENT PLANNING

2016 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Keven J. Stratton

Senate Sponsor: _____

LONG TITLE

General Description:

This bill modifies provisions relating to resource management plans.

Highlighted Provisions:

This bill:

- ▶ modifies the requirements for a county resource management plan;
- ▶ amends certain deadlines relating to a county resource management plan;
- ▶ modifies the duties of the Public Lands Policy Coordinating Office relating to county resource management plans;
- ▶ addresses the circumstances under which the Public Lands Policy Coordinating Office may provide funding to a county for creation of the county's resource management plan;
- ▶ addresses the creation and approval of a statewide resource management plan; and
- ▶ makes technical and conforming changes.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

Utah Code Sections Affected:

AMENDS:

17-27a-401, as last amended by Laws of Utah 2015, Chapters 310 and 465



28 17-27a-403, as last amended by Laws of Utah 2015, Chapters 310 and 465

29 17-27a-404, as last amended by Laws of Utah 2015, Chapter 310

30 63J-4-607, as enacted by Laws of Utah 2015, Chapter 310

31

32 *Be it enacted by the Legislature of the state of Utah:*

33 Section 1. Section 17-27a-401 is amended to read:

34 **17-27a-401. General plan required -- Content -- Resource management plan --**
35 **Provisions related to radioactive waste facility.**

36 (1) To accomplish the purposes of this chapter, each county shall prepare and adopt a
37 comprehensive, long-range general plan:

38 (a) for present and future needs of the county;

39 (b) (i) for growth and development of all or any part of the land within the
40 unincorporated portions of the county; or

41 (ii) if a county has designated a mountainous planning district, for growth and
42 development of all or any part of the land within the mountainous planning district; and

43 (c) as a basis for communicating and coordinating with the federal government on land
44 and resource management issues.

45 (2) ~~[The]~~ To promote health, safety, and welfare, the general plan may provide for:

46 (a) health, general welfare, safety, energy conservation, transportation, prosperity, civic
47 activities, aesthetics, and recreational, educational, and cultural opportunities;

48 (b) the reduction of the waste of physical, financial, or human resources that result
49 from either excessive congestion or excessive scattering of population;

50 (c) the efficient and economical use, conservation, and production of the supply of:

51 (i) food and water; and

52 (ii) drainage, sanitary, and other facilities and resources;

53 (d) the use of energy conservation and solar and renewable energy resources;

54 (e) the protection of urban development;

55 (f) the protection or promotion of moderate income housing;

56 (g) the protection and promotion of air quality;

57 (h) historic preservation;

58 (i) identifying future uses of land that are likely to require an expansion or significant

59 modification of services or facilities provided by each affected entity; and

60 (j) an official map.

61 (3) (a) The general plan shall contain a resource management plan [~~to provide for the~~
62 ~~protection, conservation, development, and managed use of resources that are critical to the~~
63 ~~health, safety, and welfare of the citizens of the county and of the state~~] for the public lands, as
64 defined in Section 63L-6-102, within the county.

65 (b) The resource management plan shall address:

66 [~~(i) be centered on the following core resources:~~]

67 [~~(A) energy;~~]

68 [~~(B) air; and~~]

69 [~~(C) water; and~~]

70 [~~(ii) contain detailed plans regarding:~~]

71 [~~(A)] (i) mining;~~

72 [~~(B)] (ii) land use;~~

73 [~~(C)] (iii) livestock and grazing;~~

74 [~~(D)] (iv) irrigation;~~

75 [~~(E)] (v) agriculture;~~

76 [~~(F)] (vi) fire management;~~

77 [~~(G)] (vii) noxious weeds;~~

78 [~~(H)] (viii) forest management;~~

79 [~~(I)] (ix) water rights;~~

80 [~~(J)] (x) ditches and canals;~~

81 [~~(K)] (xi) water quality and hydrology;~~

82 [~~(L)] (xii) flood plains and river terraces;~~

83 [~~(M)] (xiii) wetlands;~~

84 [~~(N)] (xiv) riparian areas;~~

85 [~~(O)] (xv) predator control;~~

86 [~~(P)] (xvi) wildlife;~~

87 [~~(Q)] (xvii) fisheries;~~

88 [~~(R)] (xviii) recreation and tourism;~~

89 [~~(S)] (xix) energy resources;~~

- 90 [~~(F)~~] (xx) mineral resources;
- 91 [~~(U)~~] (xxi) cultural, historical, geological, and paleontological resources;
- 92 [~~(V)~~] (xxii) wilderness;
- 93 [~~(W)~~] (xxiii) wild and scenic rivers;
- 94 [~~(X)~~] (xxiv) threatened, endangered, and sensitive species;
- 95 [~~(Y)~~] (xxv) land access;
- 96 [~~(Z)~~] (xxvi) law enforcement; [~~and~~]
- 97 [~~(AA)~~] (xxvii) economic considerations[-]; and
- 98 (xxviii) air.

99 (c) For each item listed under Subsection (3)(b), a county's resource management plan
100 shall:

- 101 (i) establish [~~any relevant~~] findings pertaining to the item;
- 102 (ii) establish [~~clearly~~] defined objectives; and
- 103 (iii) outline general policies and guidelines on how the objectives described in
104 Subsection (3)(c)(ii) are to be accomplished.

105 (4) (a) The general plan shall include specific provisions related to any areas within, or
106 partially within, the exterior boundaries of the county, or contiguous to the boundaries of a
107 county, which are proposed for the siting of a storage facility or transfer facility for the
108 placement of high-level nuclear waste or greater than class C radioactive nuclear waste, as
109 these wastes are defined in Section 19-3-303. The provisions shall address the effects of the
110 proposed site upon the health and general welfare of citizens of the state, and shall provide:

- 111 (i) the information identified in Section 19-3-305;
- 112 (ii) information supported by credible studies that demonstrates that the provisions of
113 Subsection 19-3-307(2) have been satisfied; and
- 114 (iii) specific measures to mitigate the effects of high-level nuclear waste and greater
115 than class C radioactive waste and guarantee the health and safety of the citizens of the state.

116 (b) A county may, in lieu of complying with Subsection (4)(a), adopt an ordinance
117 indicating that all proposals for the siting of a storage facility or transfer facility for the
118 placement of high-level nuclear waste or greater than class C radioactive waste wholly or
119 partially within the county are rejected.

120 (c) A county may adopt the ordinance listed in Subsection (4)(b) at any time.

121 (d) The county shall send a certified copy of the ordinance described in Subsection
122 (4)(b) to the executive director of the Department of Environmental Quality by certified mail
123 within 30 days of enactment.

124 (e) If a county repeals an ordinance adopted under Subsection (4)(b) the county shall:

125 (i) comply with Subsection (4)(a) as soon as reasonably possible; and

126 (ii) send a certified copy of the repeal to the executive director of the Department of
127 Environmental Quality by certified mail within 30 days after the repeal.

128 (5) The general plan may define the county's local customs, local culture, and the
129 components necessary for the county's economic stability.

130 (6) Subject to Subsection 17-27a-403(2), the county may determine the
131 comprehensiveness, extent, and format of the general plan.

132 (7) If a county has designated a mountainous planning district, the general plan for the
133 mountainous planning district is the controlling plan and takes precedence over a municipality's
134 general plan for property located within the mountainous planning district.

135 (8) Nothing in this part may be construed to limit the authority of the state to manage
136 and protect wildlife under Title 23, Wildlife Resources Code of Utah.

137 Section 2. Section 17-27a-403 is amended to read:

138 **17-27a-403. Plan preparation.**

139 (1) (a) The planning commission shall provide notice, as provided in Section
140 17-27a-203, of its intent to make a recommendation to the county legislative body for a general
141 plan or a comprehensive general plan amendment when the planning commission initiates the
142 process of preparing its recommendation.

143 (b) The planning commission shall make and recommend to the legislative body a
144 proposed general plan for:

145 (i) the unincorporated area within the county; or

146 (ii) if the planning commission is a planning commission for a mountainous planning
147 district, the mountainous planning district.

148 (c) (i) The plan may include planning for incorporated areas if, in the planning
149 commission's judgment, they are related to the planning of the unincorporated territory or of
150 the county as a whole.

151 (ii) Elements of the county plan that address incorporated areas are not an official plan

152 or part of a municipal plan for any municipality, unless it is recommended by the municipal
153 planning commission and adopted by the governing body of the municipality.

154 (iii) Notwithstanding Subsection (1)(c)(ii), if property is located in a mountainous
155 planning district, the plan for the mountainous planning district controls and precedes a
156 municipal plan, if any, to which the property would be subject.

157 (2) (a) At a minimum, the proposed general plan, with the accompanying maps, charts,
158 and descriptive and explanatory matter, shall include the planning commission's
159 recommendations for the following plan elements:

160 (i) a land use element that:

161 (A) designates the long-term goals and the proposed extent, general distribution, and
162 location of land for housing, business, industry, agriculture, recreation, education, public
163 buildings and grounds, open space, and other categories of public and private uses of land as
164 appropriate; and

165 (B) may include a statement of the projections for and standards of population density
166 and building intensity recommended for the various land use categories covered by the plan;

167 (ii) a transportation and traffic circulation element consisting of the general location
168 and extent of existing and proposed freeways, arterial and collector streets, mass transit, and
169 any other modes of transportation that the planning commission considers appropriate, all
170 correlated with the population projections and the proposed land use element of the general
171 plan;

172 (iii) an estimate of the need for the development of additional moderate income
173 housing within the unincorporated area of the county or the mountainous planning district, and
174 a plan to provide a realistic opportunity to meet estimated needs for additional moderate
175 income housing if long-term projections for land use and development occur; and

176 (iv) before [~~July 1, 2016~~] May 1, 2017, a resource management plan detailing the
177 findings, objectives, and policies required by Subsection [17-27a-401\(3\)](#).

178 (b) In drafting the moderate income housing element, the planning commission:

179 (i) shall consider the Legislature's determination that counties should facilitate a
180 reasonable opportunity for a variety of housing, including moderate income housing:

181 (A) to meet the needs of people desiring to live there; and

182 (B) to allow persons with moderate incomes to benefit from and fully participate in all

183 aspects of neighborhood and community life; and

184 (ii) may include an analysis of why the recommended means, techniques, or
185 combination of means and techniques provide a realistic opportunity for the development of
186 moderate income housing within the planning horizon, which means or techniques may include
187 a recommendation to:

188 (A) rezone for densities necessary to assure the production of moderate income
189 housing;

190 (B) facilitate the rehabilitation or expansion of infrastructure that will encourage the
191 construction of moderate income housing;

192 (C) encourage the rehabilitation of existing uninhabitable housing stock into moderate
193 income housing;

194 (D) consider county general fund subsidies to waive construction related fees that are
195 otherwise generally imposed by the county;

196 (E) consider utilization of state or federal funds or tax incentives to promote the
197 construction of moderate income housing;

198 (F) consider utilization of programs offered by the Utah Housing Corporation within
199 that agency's funding capacity; and

200 (G) consider utilization of affordable housing programs administered by the
201 Department of Workforce Services.

202 (c) In drafting the land use element, the planning commission shall:

203 (i) identify and consider each agriculture protection area within the unincorporated area
204 of the county or mountainous planning district; and

205 (ii) avoid proposing a use of land within an agriculture protection area that is
206 inconsistent with or detrimental to the use of the land for agriculture.

207 [~~(d) In drafting the resource management plan required under Section 17-27a-401, the~~
208 ~~planning commission shall:]~~

209 [~~(i) identify any common interests the county shares with any other proximate county~~
210 ~~with regards to the elements of the resource management plan as described in Subsection~~
211 ~~17-27a-401(3)(b); and]~~

212 [~~(ii) coordinate with the other proximate county to establish, to the greatest extent~~
213 ~~possible, consistent objectives and policies with regards to the common interests identified~~

214 ~~under Subsection (2)(d)(i):]~~

215 (3) The proposed general plan may include:

216 (a) an environmental element that addresses:

217 (i) to the extent not covered by the county's resource management plan, the protection,
218 conservation, development, and use of natural resources, including the quality of air, forests,
219 soils, rivers and other waters, harbors, fisheries, wildlife, minerals, and other natural resources;
220 and

221 (ii) the reclamation of land, flood control, prevention and control of the pollution of
222 streams and other waters, regulation of the use of land on hillsides, stream channels and other
223 environmentally sensitive areas, the prevention, control, and correction of the erosion of soils,
224 protection of watersheds and wetlands, and the mapping of known geologic hazards;

225 (b) a public services and facilities element showing general plans for sewage, water,
226 waste disposal, drainage, public utilities, rights-of-way, easements, and facilities for them,
227 police and fire protection, and other public services;

228 (c) a rehabilitation, redevelopment, and conservation element consisting of plans and
229 programs for:

230 (i) historic preservation;

231 (ii) the diminution or elimination of blight; and

232 (iii) redevelopment of land, including housing sites, business and industrial sites, and
233 public building sites;

234 (d) an economic element composed of appropriate studies and forecasts, as well as an
235 economic development plan, which may include review of existing and projected county
236 revenue and expenditures, revenue sources, identification of basic and secondary industry,
237 primary and secondary market areas, employment, and retail sales activity;

238 (e) recommendations for implementing all or any portion of the general plan, including
239 the use of land use ordinances, capital improvement plans, community development and
240 promotion, and any other appropriate action;

241 (f) provisions addressing any of the matters listed in Subsection 17-27a-401(2); and

242 (g) any other element the county considers appropriate.

243 Section 3. Section 17-27a-404 is amended to read:

244 **17-27a-404. Public hearing by planning commission on proposed general plan or**

245 **amendment -- Notice -- Revisions to general plan or amendment -- Adoption or rejection**
246 **by legislative body.**

247 (1) (a) After completing its recommendation for a proposed general plan, or proposal to
248 amend the general plan, the planning commission shall schedule and hold a public hearing on
249 the proposed plan or amendment.

250 (b) The planning commission shall provide notice of the public hearing, as required by
251 Section [17-27a-204](#).

252 (c) After the public hearing, the planning commission may modify the proposed
253 general plan or amendment.

254 (2) The planning commission shall forward the proposed general plan or amendment to
255 the legislative body.

256 (3) (a) As provided by local ordinance and by Section [17-27a-204](#), the legislative body
257 shall provide notice of its intent to consider the general plan proposal.

258 (b) (i) In addition to the requirements of Subsections (1), (2), and (3)(a), the legislative
259 body shall hold a public hearing in Salt Lake City on provisions of the proposed county plan
260 regarding Subsection [17-27a-401](#)(4). The hearing procedure shall comply with this Subsection
261 (3)(b).

262 (ii) The hearing format shall allow adequate time for public comment at the actual
263 public hearing, and shall also allow for public comment in writing to be submitted to the
264 legislative body for not fewer than 90 days after the date of the public hearing.

265 (c) (i) The legislative body shall give notice of the hearing in accordance with this
266 Subsection (3) when the proposed plan provisions required by Subsection [17-27a-401](#)(4) are
267 complete.

268 (ii) Direct notice of the hearing shall be given, in writing, to the governor, members of
269 the state Legislature, executive director of the Department of Environmental Quality, the state
270 planning coordinator, the Resource Development Coordinating Committee, and any other
271 citizens or entities who specifically request notice in writing.

272 (iii) Public notice shall be given by publication:

273 (A) in at least one major Utah newspaper having broad general circulation in the state;

274 (B) in at least one Utah newspaper having a general circulation focused mainly on the
275 county where the proposed high-level nuclear waste or greater than class C radioactive waste

276 site is to be located; and

277 (C) on the Utah Public Notice Website created in Section 63F-1-701.

278 (iv) The notice shall be published to allow reasonable time for interested parties and
279 the state to evaluate the information regarding the provisions of Subsection 17-27a-401(4),
280 including:

281 (A) in a newspaper described in Subsection (3)(c)(iii)(A), no less than 180 days before
282 the date of the hearing to be held under this Subsection (3); and

283 (B) publication described in Subsection (3)(c)(iii)(B) or (C) for 180 days before the
284 date of the hearing to be held under this Subsection (3).

285 (4) (a) After the public hearing required under this section, the legislative body may
286 make any revisions to the proposed general plan that it considers appropriate.

287 (b) The legislative body shall respond in writing and in a substantive manner to all
288 those providing comments as a result of the hearing required by Subsection (3).

289 (5) (a) The county legislative body may adopt or reject the proposed general plan or
290 amendment either as proposed by the planning commission or after making any revision the
291 county legislative body considers appropriate.

292 (b) If the county legislative body rejects the proposed general plan or amendment, it
293 may provide suggestions to the planning commission for its consideration.

294 (6) The legislative body shall adopt:

295 (a) a land use element as provided in Subsection 17-27a-403(2)(a)(i);

296 (b) a transportation and traffic circulation element as provided in Subsection
297 17-27a-403(2)(a)(ii);

298 (c) after considering the factors included in Subsection 17-27a-403(2)(b), a plan to
299 provide a realistic opportunity to meet estimated needs for additional moderate income housing
300 if long-term projections for land use and development occur; and

301 (d) before [~~January 1, 2017~~] August 1, 2017, a resource management plan as provided
302 by Subsection 17-27a-403(2)(a)(iv).

303 Section 4. Section 63J-4-607 is amended to read:

304 **63J-4-607. Resource management plan administration.**

305 (1) The office shall consult with the Commission for the Stewardship of Public Lands
306 before expending funds appropriated by the Legislature for the implementation of this section.

307 (2) To the extent that the Legislature appropriates sufficient funding, the office ~~[shall]~~
308 may procure the services of a non-public entity in accordance with Title 63G, Chapter 6a, Utah
309 Procurement Code, to assist the office with the office's responsibilities described in Subsection
310 (3).

311 (3) The office shall:

312 (a) assist each county with the creation of the county's resource management plan by:

313 (i) consulting with the county on policy and legal issues related to the county's resource
314 management plan; and

315 (ii) helping the county ensure that the county's resource management plan meets the
316 requirements of Subsection 17-27a-401(3); ~~[and]~~

317 ~~[(iii) facilitating coordination between counties as required by Subsection~~
318 ~~17-27a-403(2)(d);]~~

319 (b) ~~[to the greatest extent possible,]~~ promote ~~[consistent]~~ quality standards among all
320 counties' resource management plans; and

321 ~~[(c) calculate the estimated cost of providing the services described in this section to~~
322 ~~each county.]~~

323 (c) upon submission by a county, review and verify the county's:

324 (i) estimated cost for creating a resource management plan; and

325 (ii) actual cost for creating a resource management plan.

326 (4) (a) A county shall cooperate with the office, or an entity procured by the office
327 under Subsection (2), with regards to the office's responsibilities under Subsection (3).

328 ~~[(b) A county that receives assistance from the office under this section shall place a~~
329 ~~deposit with the office in an amount equal to 50% of the estimated cost calculated under~~
330 ~~Subsection (3)(c).]~~

331 (b) To the extent that the Legislature appropriates sufficient funding, the office may, in
332 accordance with Subsection (4)(c), provide funding to a county before the county completes a
333 resource management plan.

334 (c) The office may provide pre-completion funding described in Subsection (4)(b):

335 (i) after:

336 (A) the county submits an estimated cost for completing the resource management plan
337 to the office; and

338 (B) the office reviews and verifies the estimated cost in accordance with Subsection
 339 (3)(c)(i); and

340 (ii) in an amount up to:

341 (A) 50% of the estimated cost of completing the resource management plan, verified
 342 by the office; or

343 (B) \$25,000, if the amount described in Subsection (4)(c)(i)(A) is greater than \$25,000.

344 ~~[(e)]~~ (d) To the extent that the Legislature appropriates sufficient funding, the office
 345 shall [reimburse] provide funding to a county in the amount described in Subsection (4)[(d)]
 346 when](e) after:

347 (i) a county's resource management plan:

348 ~~[(i)]~~ (A) meets the requirements described in Subsection 17-27a-401(3); and

349 ~~[(ii)]~~ (B) is adopted under Subsection 17-27a-404(6)(d)[-];

350 (ii) the county submits the actual cost of completing the resource management plan to
 351 the office; and

352 (iii) the office reviews and verifies the actual cost in accordance with Subsection
 353 (3)(c)(ii).

354 ~~[(d)]~~ (e) The office shall [reimburse] provide funding to a county under Subsection
 355 (4)[(e)](d) in an amount equal to the difference between:

356 (i) the lesser of:

357 ~~[(i)]~~ (A) the actual cost [estimated under Subsection (3)(e)] of completing the resource
 358 management plan, verified by the office; or

359 ~~[(ii)]~~ (B) \$50,000[-]; and

360 (ii) the amount of any pre-completion funding that the county received under
 361 Subsections (4)(b) and (c).

362 (5) To the extent that the Legislature appropriates sufficient funding, after the deadline
 363 established in Subsection 17-27a-404(6)(d) for a county to adopt a resource management plan,
 364 the office shall:

365 (a) obtain a copy of each county's resource management plan; ~~[and]~~

366 (b) create a statewide resource management plan that:

367 (i) meets the same requirements described in Subsection 17-27a-401(3)~~[(a)]~~; and

368 (ii) to the ~~[greatest]~~ extent reasonably possible, coordinates and is consistent with any

369 resource management plan or land use plan established under Chapter 8, State of Utah
370 Resource Management Plan for Federal Lands[-]; and

371 (c) submit a copy of the statewide resource management plan to the Commission for
372 the Stewardship of Public Lands for review.

373 (6) Following review of the statewide resource management plan, the Commission for
374 the Stewardship of Public Lands shall prepare a concurrent resolution approving the statewide
375 resource management plan for consideration during the 2018 General Session.

376 [~~6~~] (7) To the extent that the Legislature appropriates sufficient funding, the office
377 shall provide legal support to a county that becomes involved in litigation with the federal
378 government over the requirements of Subsection 17-27a-405(3).

Legislative Review Note
Office of Legislative Research and General Counsel

GRAND COUNTY'S RECOMMENDED MANAGEMENT OBJECTIVES
for Congressman Bishop's Public Lands Initiative
March 31, 2015

Bookcliffs Area North of I-70

1. Wilderness and Roads
 - Keep all Bookcliffs roads cherry stemmed as identified on the map (leave as is)
 - Remainder of Bookcliffs roads will be closed
 - Designate wilderness as indicated on attached map
 - Establish a right of way sufficient for maintenance and repairs of cherry stemmed roads to handle safety issues

Comparison:

1. There have been some subtractions and additions made to the wilderness boundaries. Of note is the subtraction of wilderness between Hay Canyon and East Canyon, some additions and subtractions around Danish Flats and Thompson Springs, and an addition near Green River (which was left out of the County recommendation at the request of the City of Green River for recreational purposes). See attached map. Grand County's recommendations is green with black dots, Congressmen's recommendations are in solid green.
2. There is the addition of the "Seep Ridge Utility Corridor" as a public purpose conveyance to the State of Utah. The Council expressly voted against this.
3. There is the creation of the "Book Cliffs Sportsmens NCA". This is also an exchange proposal roughly bounded by east and west Willow Creeks and Steer Ridge.
4. Cherry Stemmed roads appear to be the same in both proposals.

Watershed and East Arches Area

1. Wilderness and Roads
 - Keep all Westwater/Big Triangle/Beaver Creek roads cherry stemmed as identified on the map (leave as is)
 - Remainder of Westwater/Big Triangle/Beaver Creek roads will be evaluated in coordination with the BLM using a "no net loss" kind for kind exchange policy
 - Designate wilderness as indicated on attached map
 - Establish a right of way sufficient for maintenance and repairs of cherry stemmed roads to handle safety issues
 - Negro Bill Wilderness designation was amended from the Wilderness Study Area boundaries to accommodate a mountain biking trail
 - Mill Creek wilderness boundary was amended to include parcels that were exchanged from SITLA to BLM

Comparison:

1. Some wilderness was subtracted from the Westwater/Beaver Creek County proposal. Wilderness was added in the Granite Creek area and the Beaver Creek wilderness was extended south into the Forest Service. See map.
2. There is the addition of wilderness in Professor Valley/Mary Jane Canyon/Fisher Valley. This doesn't appear to encapsulate the Fisher Towers or any filming locations. See map.
3. There are some wilderness additions and subtractions in the Grandstaff and Millcreek area. ***Of particular note is that the lower portion of the Whole Enchilada mountain bike trail is within the Congressmens' wilderness proposal. Grand County made certain to clip this wilderness area to facilitate this trail. Also of note is that a significant amount of wilderness is proposed within the Sand Flats SRMA (some areas of the SRMA are currently managed for natural character). There is also a public purpose conveyance of the Sand Flats SRMA, which is incompatible with a simultaneous wilderness designation. More on that below*** See Map.
4. It's not clear what will happen with the roads within proposed wilderness in this area. The draft proposal maintains our color coding (red for cherry-stemmed, and blue for 'to be evaluated').
5. The congressional draft includes a conveyance of the Sand Flats SRMA to the County. It also proposes wilderness within the same. Not sure how that is supposed to work. The Sand Flats Advisory Committee doesn't support conveying Sand Flats to County ownership, and the Council voted against it.

2. "Castle Valley National Conservation Area" designation

- Watershed protection applies to the USGS designated Castle Valley and Moab City watershed; within the watershed there will be elimination of large point sources of pollution and best management of vegetation and soil fertility
- No road or trail closures
- Allow filming
- Allow hunting
- No new mineral claims or leasing
- Viewshed protection for Delicate Arch
- Continued grazing
- Continued fire mitigation activities
- Allow consideration of new roads & trails
- Keep current SRMAs
- Wood gathering permits remain
- Local Advisory Committee with a request that the committee members be appointed by the Grand County Council
- Local Manager

Comparison:

1. This NCA's boundaries were amended and parts of the County's proposal were split out into a separate Arches Park Expansion and a "Castle Valley Special Management" area. Additionally the name was changed to "Colorado River" NCA.
2. Watershed protection is specifically listed as a purpose of the "Castle Valley Special Management Area". However, watershed management is not listed as a purpose for the "Colorado River NCA".

The Moab area watershed is within the boundaries of the NCA, but not the special management area. This has the effect of providing watershed management as a purpose for the Castle Valley watershed, but not the Moab watershed (Colorado River NCA.)

3. The NCA's boundaries were amended to remove protection from the peaks of the Northern Range of the La Sal's (this area is, however, partly within the special management area); the boundaries were amended such that the NW side of the Colorado river is no longer protected (the County's NCA proposal uses the existing boundary of the 3 rivers withdrawal); the NCA proposal for the east side of Arches was converted into a park expansion (however, again, the NW side of the river was removed for some reason). A significant portion of the NCA was removed south of the Dolores/Colorado confluence.

4. The NCA and Special Management Areas remove new mineral claims, however, it is unclear if it applies to oil/gas. The area around Manns Peak/Burro Ridge appears to fall outside any congressional designation.

5. The Colorado River NCA and Castle Valley Special Management area overlap to a significant degree. I'm not sure how that is supposed to work.

6. Grazing is maintained, however, in an unorthodox manner. Current grazing flexibility is being limited by the congressional draft, levels can be increased, but not decreased. Grazing levels typically fluctuate depending on the conditions of the range.

3. Expand Utah Rims SRMA as per attached map

The boundaries appear to be the same as the County's.

4. Expand Arches National Park as per attached map

The NCA on the eastern portion of Arches was converted over to a park expansion. The boundaries are identical except that the NW side of the Colorado river is left out. The boundaries on the NW park expansion were extended north. Also of note is that land currently patented to Grand County near the boat docks are included as part of the park expansion. The current park is also proposed for wilderness (not the expansion however). Even though the map shows solid wilderness, I assume the draft really only intends wilderness as per the NPS proposal and what is currently being managed as wilderness. See map.

Greater Big Flat Area and the Labyrinth Canyon Region

1. Wilderness

- Designate Behind the Rocks wilderness as per the attached map
- Close the mountain biking trail

Done. Our proposal and the draft are the same.

2. "Labyrinth Canyon Special Management Area" designation

- Ten Mile Canyon
 - Leave the Ten Mile Road open from Dripping Springs to the Midway road
 - Close Ten Mile Road from Midway to the Green River

Appears similar on the draft map. No specifics though in the draft.

- Establish an unconditional No Surface Occupancy area as indicated on attached map

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- Unconditional NSO to apply to: oil & gas, hard rock mining, potash, and any kind of extractive industry. Ineligible for exemption or waiver.

Converted to the Labyrinth Canyon NCA. Boundaries are mostly the same excepting some state parcels and proposed state trade-ins.

- Establish an area along the Green River as mineral withdrawal and no new leasing as per attached map

This is proposed as Labyrinth Canyon wilderness in the draft. Boundaries are identical.

- All routes along the Green River in the Labyrinth Canyon Special Management Area to be open to OHV from the first of October through Easter Sunday, and closed from after Easter Sunday through the last day of September
 - The road down Spring Canyon will remain open to the river year-round for boating access
 - The B Road portion of Mineral Bottom Road will remain open year-round

The details seem to appear on the map, however the contextual details are not in the draft.

See map.

3. “Moab Recreation Area” designation comprised of the following six recreation zones, with management objectives as follows:

There are general provisions, and also area specific provisions. Again, there is the unorthodox grazing provision, which allows grazing levels to go up but never down.

- a. White Wash/Dee Pass

- Purpose:
 - OHV recreation
 - Mineral development
- Allow new motorized and non-motorized trails
- Allow all other types of recreation
- Follow RMP Travel Management Plan (baseline); allow adjustments per BLM/County consultation process for additions or deletions of roads
- White Wash area open for cross country travel per BLM RMP

The boundaries were expanded to include upper ten mile. Otherwise seems to be the same. This area and the Utah Rims area are consolidated in the draft proposal.

- b. Monitor/Merrimac

- Purpose:
 - Recreation: Motorized, non-motorized, climbing
 - Viewshed
- Follow RMP Travel Management Plan (baseline); allow adjustments per BLM/County consultation process for additions or deletions of roads
- Allow new motorized and non-motorized trails
- Provide protection for rare plants
- Allow existing county borrow pits
- Trade two northern SITLA parcels out
- Honor valid existing lease rights
- No new mineral claims or leasing

Boundaries appear to be retracted to the cliff line on the eastern edge. Includes prohibition of new mineral and energy leasing as a management principle, however, doesn't include withdrawl language as in the NCAs.

c. Gemini Bridges South

- Purpose:
 - Recreation: Motorized and non-motorized
 - Energy development
- Allow new non-motorized routes
- Follow RMP Travel Management Plan (baseline); allow adjustments per BLM/County consultation process for additions or deletions of roads
- Honor valid existing lease rights
- Allow future leasing with a No Surface Occupancy stipulation
- No lease retirement
- Create a management area Advisory Committee, committee to be appointed by the County Council: Purpose to provide coordination with federal, state and county management of area
 - Representative from the oil lessees/operators
 - Representative from the motorized recreation
 - Representative from the non-motorized recreation
 - Representative from SITLA
 - Representative from the County Council
 - Representative from BLM
 - Representative from conservation community

Renamed 'Big Flat Recreation Zone'. SW boundary was considerably retracted. Advisory Committee is missing.

d. Amasa Back/Goldbar

- Purpose
 - Recreation: Motorized and non-motorized
 - Viewshed
- Allow new non-motorized routes
- Follow RMP Travel Management Plan (baseline); allow adjustments per BLM/County consultation process for additions or deletions of roads
- Consider biological resources in recreation management
- No new mineral claims or leasing
- Lease and claim retirement
- Trade out State lands

Boundaries appear to be the same. Management principles appear similar.

e. Bar M/Klondike (Arches West)

- Purpose:
 - Recreation – Mountain biking and climbing
 - Viewshed protection for Arches National Park
- No new mineral claims or leasing

- Trade out SITLA parcels
- Follow RMP Travel Management Plan (baseline); allow adjustments per BLM/County consultation process for additions or deletions of roads
- Sovereign trail system remains open for OHV use
- Allow new non-motorized trails

Two large State sections appear to be retained and the boundaries are adjusted as such. Boundaries were expanded on the north end, however they conflict with the Park expansion and a SITLA trade-in on the west side of 191. Management principles are similar.

f. Mineral Canyon

- Purpose
 - Recreation: non-motorized focus
 - Viewshed
- Boating access
- No new mineral claims or leasing
- Lease and claim retirement area
- Follow RMP Travel Management Plan (baseline); allow adjustments per BLM/County consultation process for additions or deletions of roads
- Allow new non-motorized trails
- Trade out SITLA lands
- Keep airstrip open
- Keep county borrow areas open

The boundary appears to be retracted to facilitate a State trade-in. Management principles are similar.

4. SITLA Trade-in Area

- Grand County approves SITLA trade-ins as per attached map

Significant trades are exhibited in the draft, both inside and outside of the designated area. Grand County should consider asking about royalty sharing agreements so that a major loss of mineral lease funds doesn't occur with future development.

Other Grand County Areas

1. Wild & Scenic River Management Objectives

- Designate Wild & Scenic Rivers as per the BLM's suitability inventory (see attached maps) for the Colorado, Dolores, and Green Rivers

Appears to be the same.

2. Rights of Ways & Roads in Wilderness

- Establish a right of way sufficient for maintenance and repairs of cherry stemmed roads to handle safety issues
- "No net loss" policy for roads in Grand County consistent with the 2008 Travel Management Plan; that losses and gains are kind for kind trade outs; and will utilize the BLM's process for Travel Plan evaluation

- Valid and existing rights will be given access

There is no net-loss policy per-se. However, Title XII would grant title to all class B and D roads currently designated in the current BLM RMP travel plan. Title XII also prescribes that Grand County's travel designations will be partially honored in the Labyrinth area. It's also worth noting that not all roads in the current BLM travel plan are rs2477 claims, and not all rs2477 claims are approved in the Travel Plan.

3. Canyonlands Field Airport

- Grand County requests an area immediately adjacent to the airport, subject to a map to be prepared by the Airport Manager/Board, for a transfer of federal lands to Grand County for airport expansion purposes

Present in the draft.

Other:

In general there are several provisions in 'Title I: Wilderness' that are unorthodox or contradicted by the Wilderness Act.

The Master Leasing Plan would be nullified.

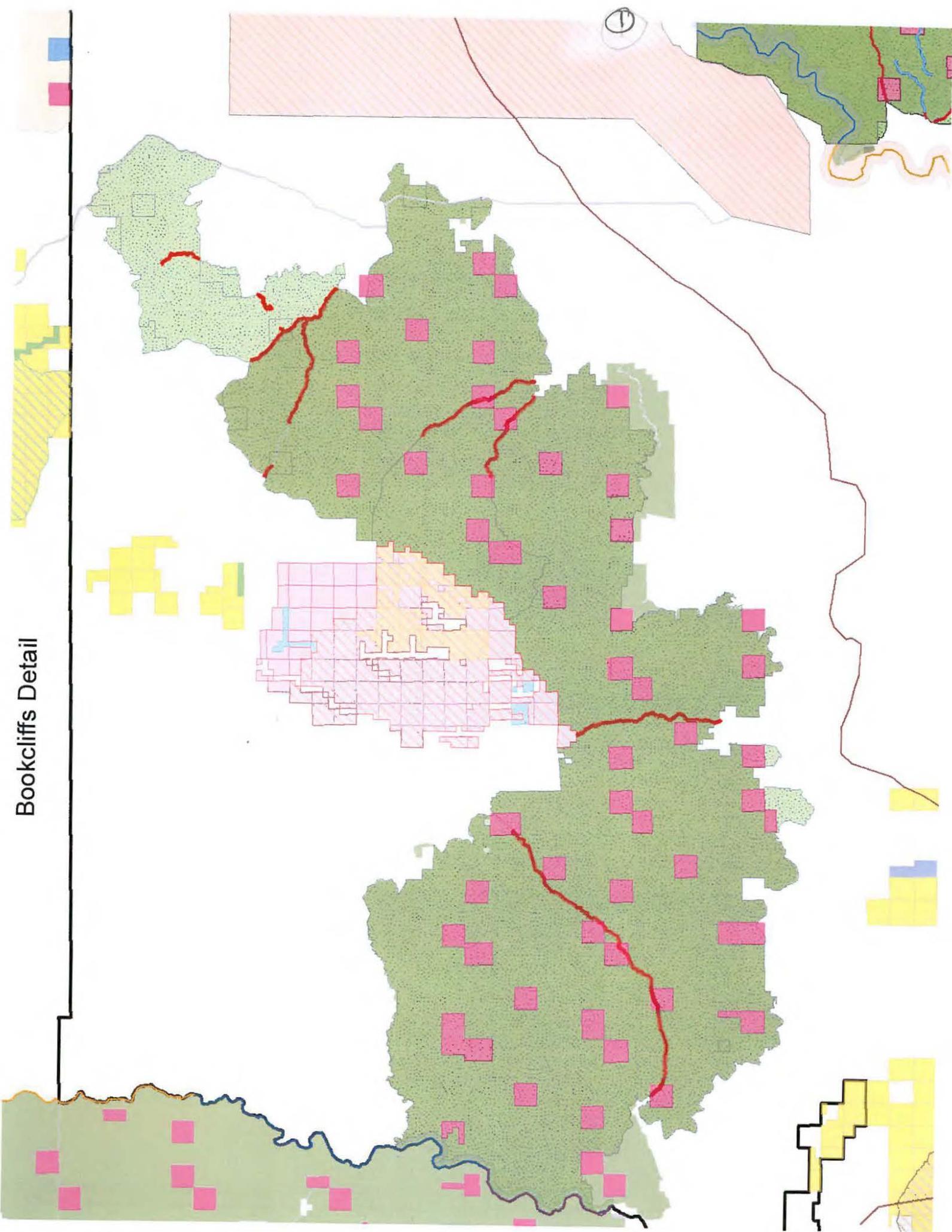
Title XI stipulates that all lands within the PLI planning area owned by the BLM and being open to extractive leasing will become 'Energy Planning Areas' with several provisions designed to expedite leasing and development. There is a small inexplicable polygon near 313/191 labeled as "Energy Plan".

Grazing provisions are not status-quo.

Title IX Red Rock Country Off-Highway Vehicle Trail is included in the draft. Not considered by the County.

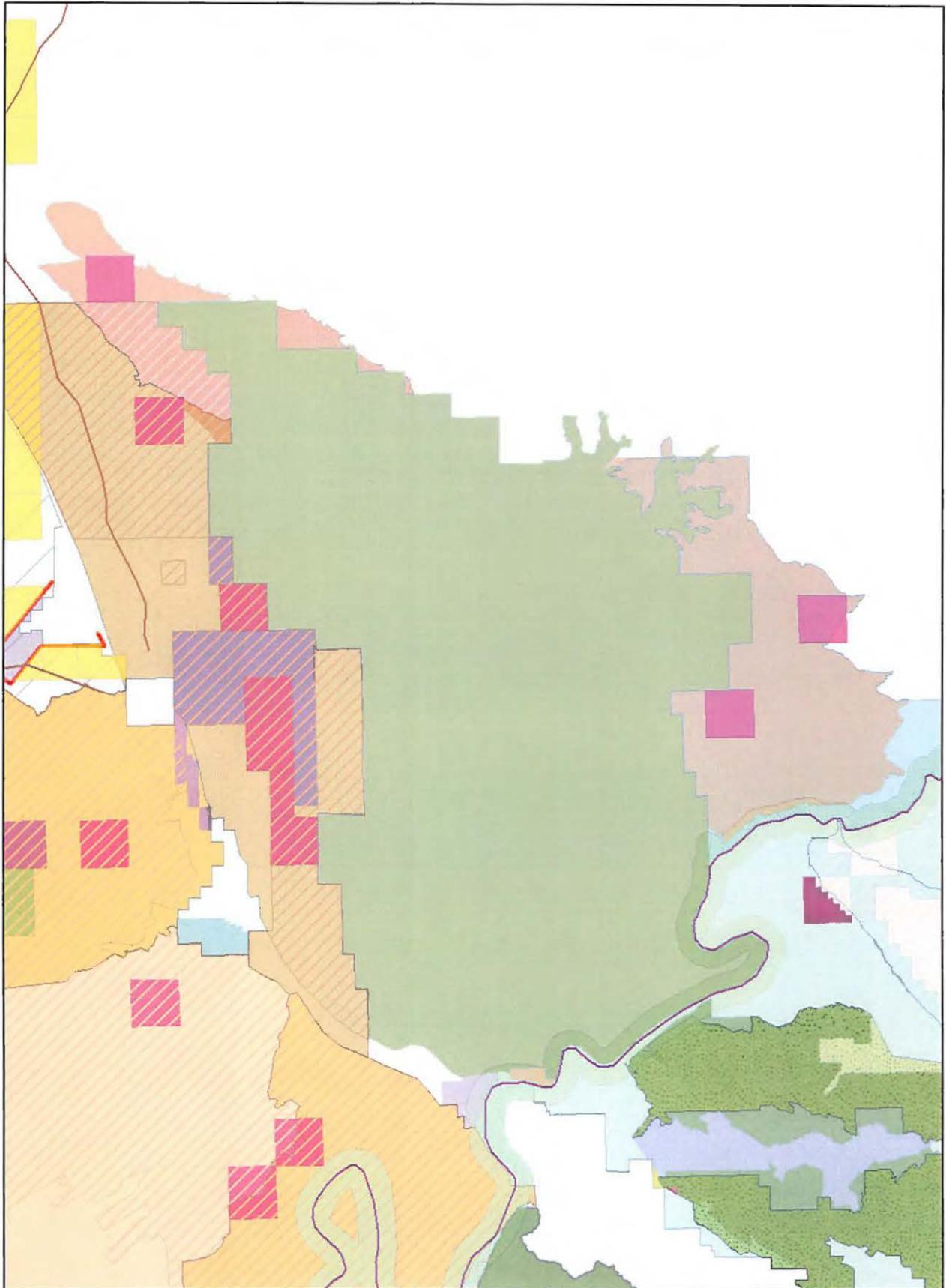
Some kind of Antiquities Act restriction is anticipated.

Bookcliffs Detail

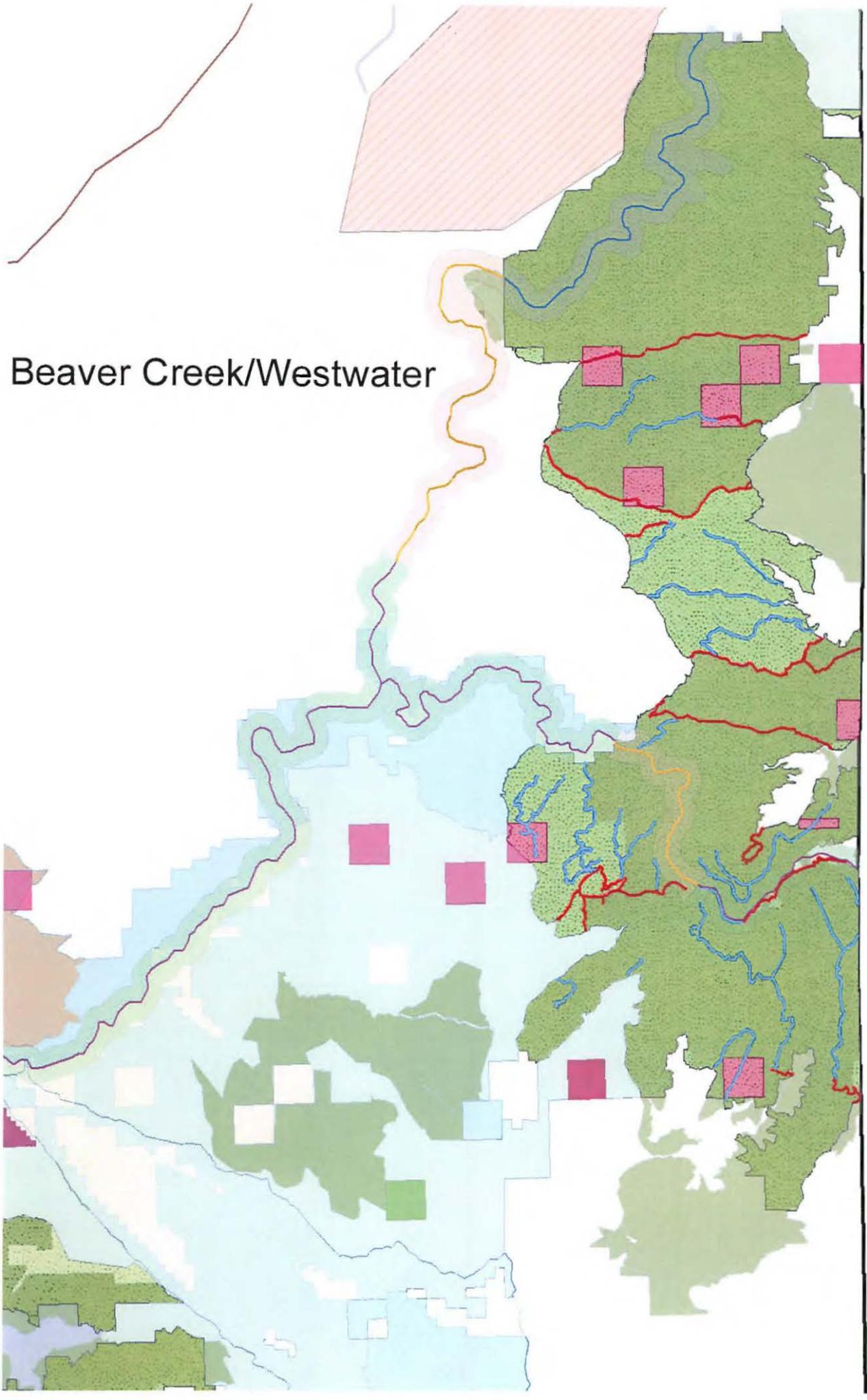


Park Expansion

②

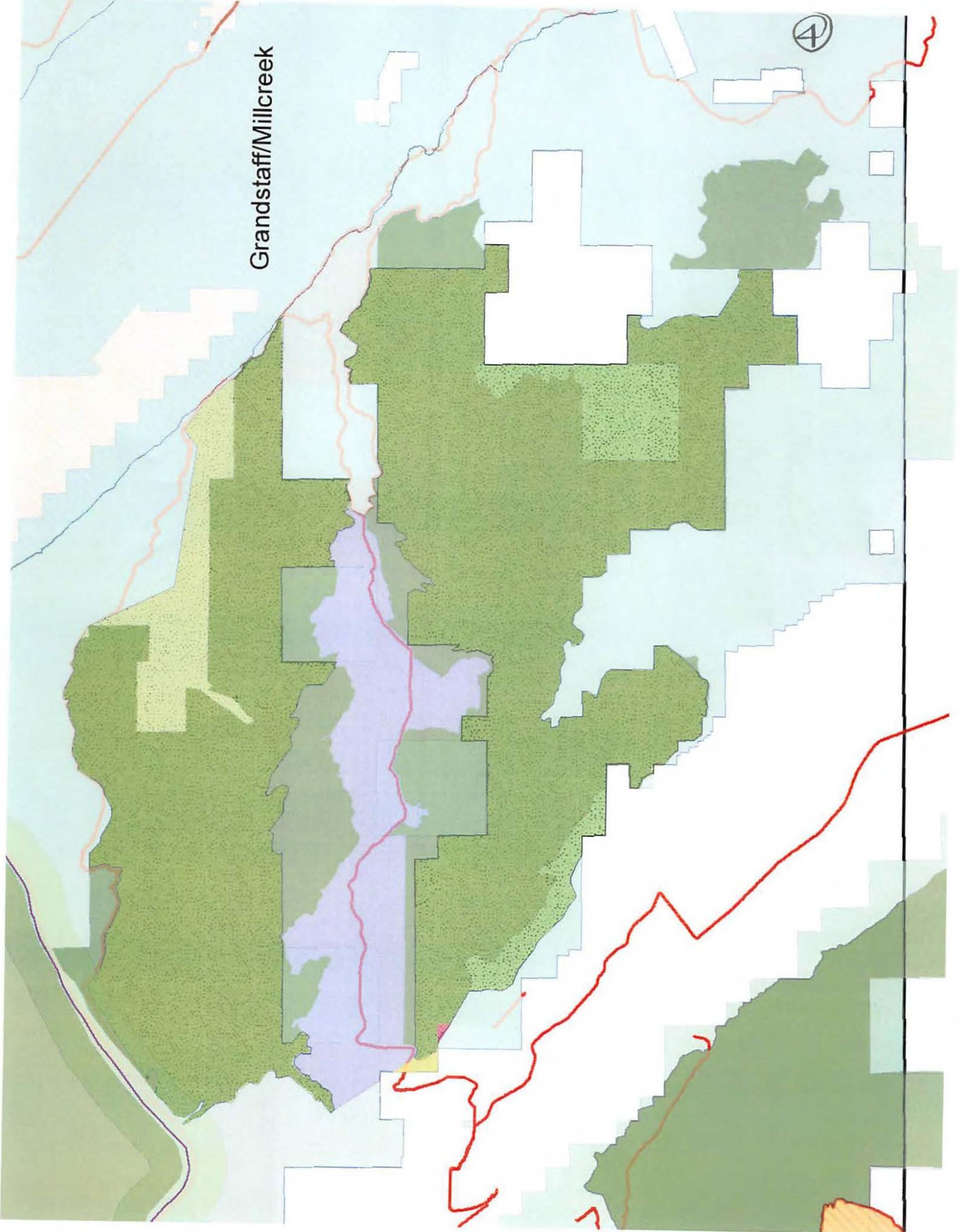


Beaver Creek/Westwater



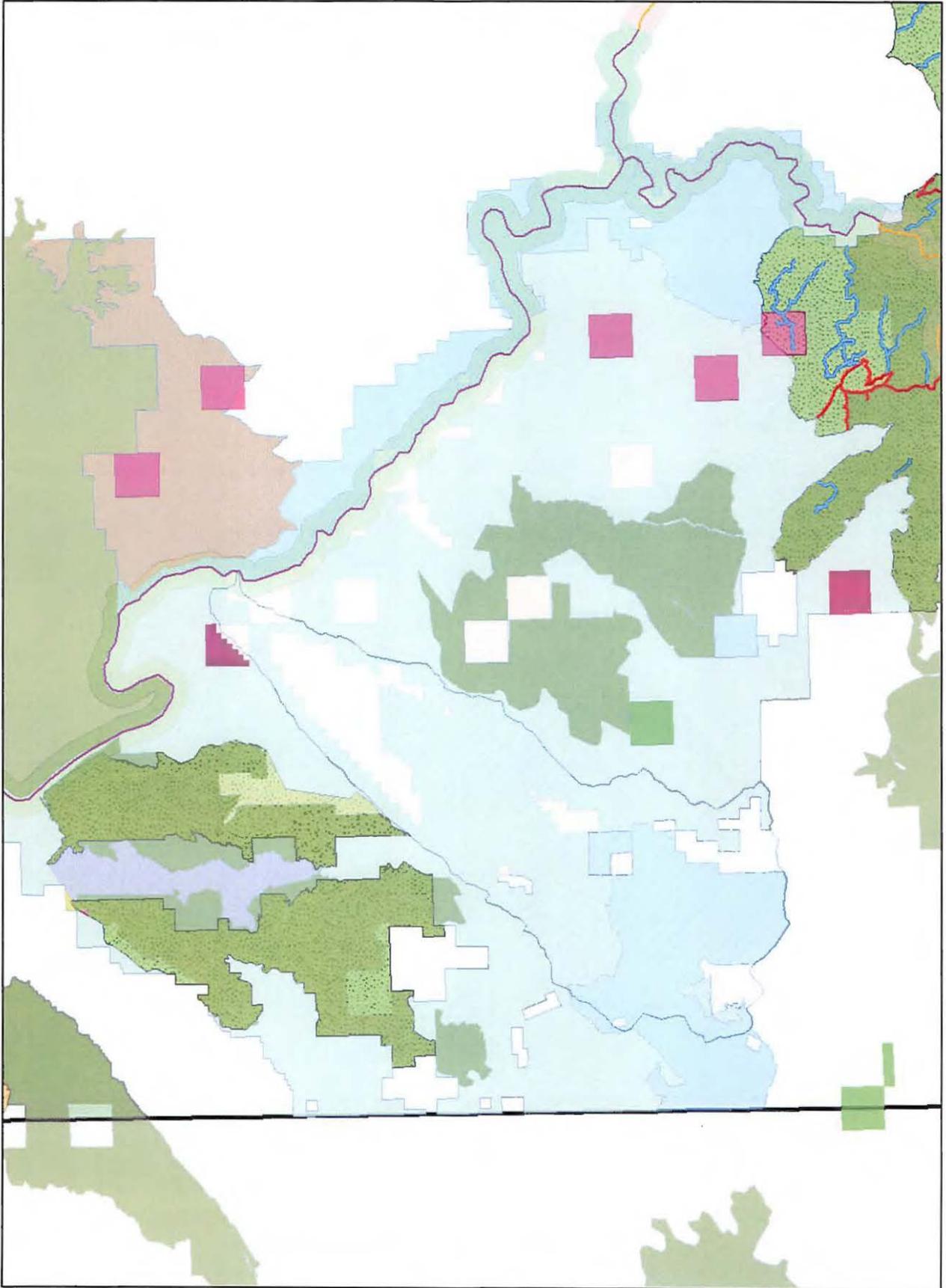
Grandstaff/Millcreek

4



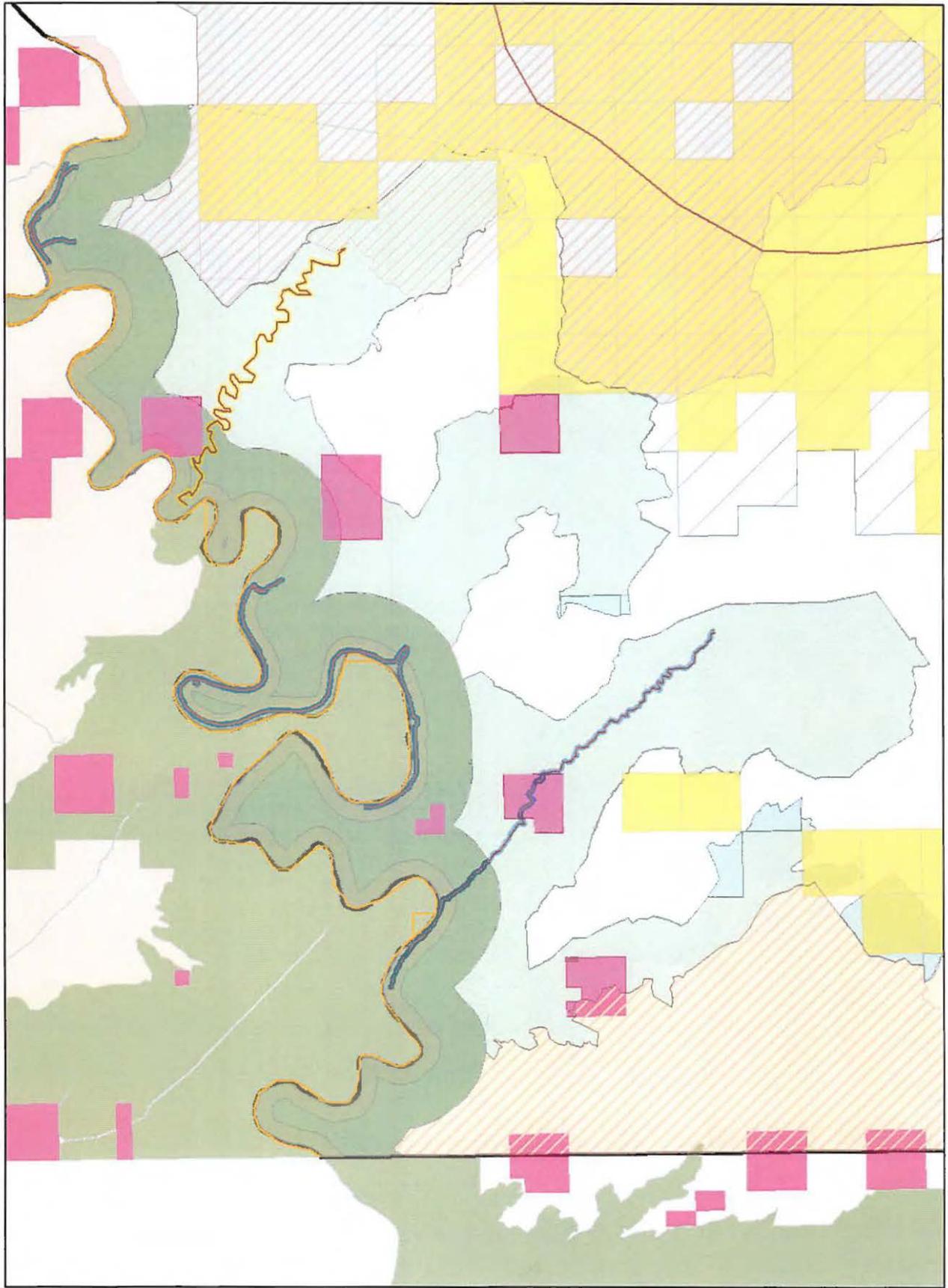
NCA

5

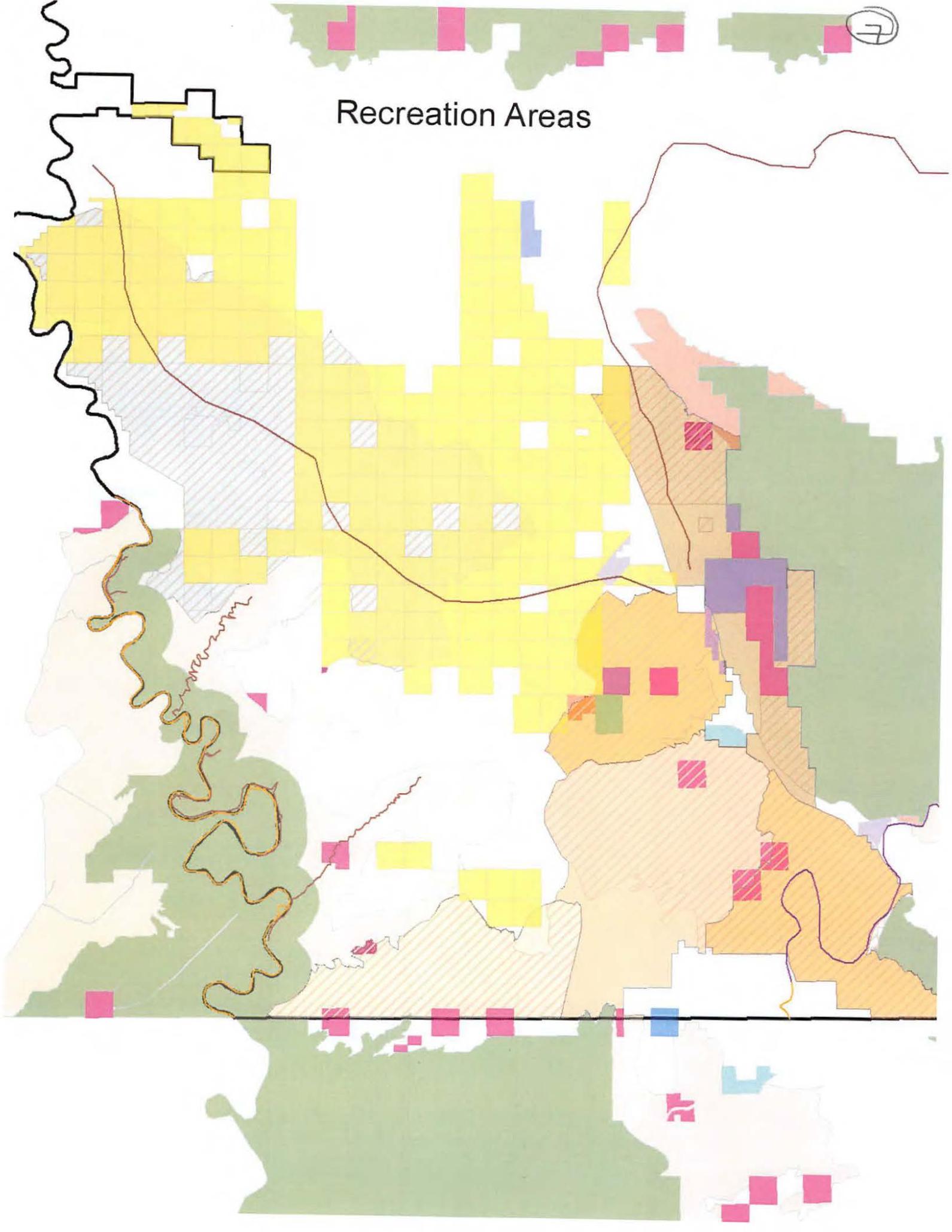


Labyrinth

⑥



Recreation Areas



February 2016

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
31	<ul style="list-style-type: none"> 5:00PM - 5:00PM Airport Board (Chambers) 1	<ul style="list-style-type: none"> 8:30AM - 8:30AM Safety & Accident Review Committee (Chambers) 2:00PM - 2:00PM Affordable Housing Task Force Workshop (Chambers) 4:00PM - 4:00PM County Council Meeting (Chambers) 2	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) 4	5	6	
7	<ul style="list-style-type: none"> 12:30PM - 12:30PM Council on Aging (Grand Center) 7:00PM - 7:00PM Conservation District (Youth Garden Project) 8	<ul style="list-style-type: none"> 12:00PM - 12:00PM Trail Mix Committee (Grand Center) 3:00PM - 3:00PM Travel Council Advisory Board (Chambers) 5:30PM - 5:30PM OSTA Advisory Committee (OSTA) 6:00PM - 6:00PM Cemetery Maintenance District (Sunset Memorial) 6:00PM - 6:00PM Transportation SSD (Road Shed) 9	<ul style="list-style-type: none"> 12:00PM - 12:00PM Area Sector Analysis Process (ASAP) Steering Committee Meeting (USU Moab-Room R) 5:00PM - 5:00PM Agenda Summaries Due 6:00PM - 6:00PM Planning Commission (CANCELLED) 10	UAC Legislative Br <ul style="list-style-type: none"> 5:00PM - 5:00PM 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) 11	12	13	
14	President's Day <ul style="list-style-type: none"> 8:00AM - 5:00PM County Offices Closed 15	<ul style="list-style-type: none"> 12:00PM - 12:00PM Chamber of Commerce (Peace Tree Juice Cafe) 4:00PM - 4:00PM County Council Meeting (Chambers) 16	<ul style="list-style-type: none"> 12:00PM - 12:00PM Children's Justice Center Advisory Board (City Chambers) 6:00PM - 6:00PM Recreation SSD (City Chambers) 17	UAC Legislative Br <ul style="list-style-type: none"> 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) 18	19	NACo Legislative C 20	
NACo Legislative Conference ♦ Washington DC				UAC Legislative Br <ul style="list-style-type: none"> 1:00PM - 1:00PM Homeless Coordinating Committee (Zions Bank) 5:00PM - 5:00PM Agenda Summaries Due 6:00PM - 6:00PM Planning Commission (Chambers) 24	UAC Legislative Br <ul style="list-style-type: none"> 12:00PM - 12:00PM Housing Authority Board (City Chambers) 1:00PM - 1:00PM Association of Local Government (ALG) (Price) 25	26	27
21	22	23	24	25	26	27	
28	<ul style="list-style-type: none"> 11:30AM - 11:30AM Joint City/County Council Meeting (City Chambers) 29	<ul style="list-style-type: none"> 8:30AM - 8:30AM Safety & Accident Review Committee (Chambers) 2:00PM - 3:45PM Housing Workshop (Chambers) 4:00PM - 4:00PM County Council Meeting (Chambers) 1	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) 3	4	5	

March 2016

February 2016							April 2016							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	1	2	3	4	5	6							1	2
7	8	9	10	11	12	13	3	4	5	6	7	8	9	
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	29	1	2	3	4	5
	<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) 2:00PM Housing Workshop (Chambers) 4:00PM County Council Meeting (Chambers) 		<ul style="list-style-type: none"> UAC Legislative Bi 5:30PM Mosquito Abatement District (District Office) 7:00PM Grand Water & Sewer Service Agency (District Office) 		
6	7	8	9	10	11	12
	<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 Sector 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) 5:00PM 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	14	15	16	17	18	19
	<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) 2:00PM Housing Workshop (Chambers) 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	21	22	23	24	25	26
		<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	28	29	30	31	1	2
		<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

Sand Flats Recreation Area - Technician Apprentice

Posted January 22, 2016 | Closes February 16, 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](#)

Not finding your *dream job*? Take a look at [Community Jobs](#).

Moab, Utah

February 16, 2016

The County Council of Grand County, Utah (the "County Council"), met in regular session at the regular meeting place of said County Council, in Moab, Utah, on February 16, 2016, at 4:00 p.m. There were present at said meeting the following members:

Elizabeth Tubbs	Chair
Christopher Baird	Councilmember
Ken Ballantyne	Councilmember
Jaylyn Hawks	Councilmember
Mary McGann	Councilmember
Lynn Jackson	Councilmember
Rory Paxman	Councilmember

Also present:

Diana Carroll	Clerk/Auditor
---------------	---------------

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the Clerk/Auditor presented to the Council, a Certificate of Compliance with Open Meeting Law with respect to this February 16, 2016, meeting, a copy of which is attached hereto as Exhibit A.

A motion to adopt the foregoing resolution was then duly made by _____, duly seconded by _____, and was put to a vote and carried, the vote being as follows:

AYE:

NAY:

Thereupon, the following resolution was introduced:

RESOLUTION NO. _____

A RESOLUTION OF THE COUNTY COUNCIL OF GRAND COUNTY, UTAH (THE "COUNTY"), AUTHORIZING AND APPROVING THE EXECUTION OF AN ANNUALLY RENEWABLE MASTER LEASE AGREEMENT, BY AND BETWEEN GRAND COUNTY AND THE MUNICIPAL BUILDING AUTHORITY OF GRAND COUNTY, UTAH (THE "AUTHORITY"), AUTHORIZING THE ISSUANCE AND SALE BY THE AUTHORITY OF ITS LEASE REVENUE BONDS, SERIES 2016, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,328,000 (THE "SERIES 2016 BONDS"); AUTHORIZING THE EXECUTION OF A MASTER RESOLUTION, GROUND LEASE, LEASEHOLD DEED OF TRUST, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE REMODELING OF THE COUNTY JAIL AND DISPATCH CENTER AND RELATED IMPROVEMENTS (THE "PROJECT"); AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the County is a political subdivision and body politic duly and regularly created, established, organized, and existing under and by virtue of the Constitution and laws of the State of Utah; and

WHEREAS, the County has previously authorized and directed the creation of the Municipal Building Authority of Grand County, Utah (the "Authority"), pursuant to the provisions of a previously adopted resolution (the "Creating Resolution"); and

WHEREAS, pursuant to the Creating Resolution, the Authority has been duly and regularly created, established, and is organized and existing as a nonprofit corporation under and by virtue of the provisions of the Constitution and laws of the State of Utah, including, in particular, the provisions of the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended, and the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (collectively, the "Act"); and

WHEREAS, under the Articles of Incorporation of the Authority (the "Articles") the objects and purposes for which the Authority has been founded and incorporated are to acquire, improve or extend one or more projects and to finance their costs on behalf of the County in accordance with the procedures and subject to the limitations of the Act in order to accomplish the public purpose for which the County exists; and

WHEREAS, pursuant to the Master Lease Agreement, between the Authority and the County (the "Master Lease") in substantially the form presented to this meeting and attached hereto as Exhibit B, the County will lease the Project from the Authority, on an

annually renewable basis, to be used by the County in the performance of its public purposes; and

WHEREAS, the Authority desires to lease from the County the real property upon which the Project is to be constructed (the “Project Site”), pursuant to the terms and provisions of a Ground Lease Agreement, in substantially the form presented to this meeting and attached hereto as Exhibit C (the “Ground Lease”); and

WHEREAS, the Authority proposes to finance the costs of constructing the Project from the proceeds of the sale of the Series 2016 Bonds, to be issued pursuant to the terms and provisions of a Master Resolution (the “Master Resolution”) dated as of March 1, 2016, in substantially the form presented to this meeting and attached hereto as Exhibit D; and

WHEREAS, the Authority proposes to secure its payment obligations under the Series 2016 Bonds by executing a Leasehold Deed of Trust, Assignment of Rents and Security Agreement with respect to the Project in substantially the form presented to this meeting and attached hereto as Exhibit E (the “Leasehold Deed of Trust”) for the benefit of the holders of the Series 2016 Bonds; and

WHEREAS, the Series 2016 Bonds shall be payable solely from the rents, revenues and other income derived by the Authority from the leasing of the Project to the County, on an annually renewable basis, and shall not constitute or give rise to an obligation or liability of the County or constitute a charge against its general credit or taxing powers; and

WHEREAS, the County desires to improve and promote the local health and general welfare of the citizens of the County by entering into the Ground Lease and the Master Lease; and

WHEREAS, the Authority will adopt a resolution on February 16, 2016 (the “Authorizing Resolution”), which authorizes and approves the execution of the Master Lease, the issuance and sale by the Authority of its Series 2016 Bonds, the execution of the Master Resolution, the Ground Lease, the Leasehold Deed of Trust, and other documents required in connection therewith, and the financing of construction of the Project; and

WHEREAS, it is anticipated that the State of Utah Permanent Community Impact Fund Board (the “Purchaser”) will purchase the Series 2016 Bonds and the Authority desires to sell the Series 2016 Bonds to the Purchaser; and

WHEREAS, under the Articles, the Authority may not exercise any of its powers without prior authorization by the governing body of the County and, therefore, it is necessary that the County Council authorize certain actions by the Authority in connection with the transactions contemplated by the Master Lease, the Master Resolution, the Ground Lease, the Leasehold Deed of Trust, and the Series 2016 Bonds; and

WHEREAS, the Chair of the County and other officials of the County have presented the Master Lease to the County Council for the purpose of obtaining the approval of the County Council of the terms and provisions thereof and for the purpose of confirming the execution thereof as the official act of the County Council:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF GRAND COUNTY, UTAH, AS FOLLOWS:

Section 1. All action heretofore taken (not inconsistent with the provisions of this resolution or the Creating Resolution) by the County Council and by the officers of the County directed toward the creation and establishment of the Authority and the leasing of the Project by the County are hereby ratified, approved and confirmed.

Section 2. The County Council finds and determines, pursuant to the Constitution and laws of the State of Utah, that the leasing of the Project under the terms and provisions and for the purposes set forth in the Master Lease and the other documents, instruments and conveyances hereinafter approved and authorized, is necessary, convenient and in furtherance of the governmental and proprietary purposes of the County and is in the best interest of the citizens of the County.

Section 3. The Master Lease in the form presented to this meeting and attached hereto as Exhibit A is in all respects approved, authorized and confirmed and the Chair of the County is authorized to approve the final terms thereof and to execute and deliver the Master Lease in the form and with substantially the same content as set forth in Exhibit B for and on behalf of the County. The appropriate officials of the Authority are authorized to approve the final terms and to execute the Master Lease on behalf of the Authority in the form and with substantially the same content as set forth in Exhibit B for and on behalf of the Authority.

Section 4. The Ground Lease in the form presented to this meeting and attached hereto as Exhibit C is in all respects approved, authorized and confirmed and the Chair of the County is authorized to approve the final terms thereof and to execute and deliver the Master Lease in the form and with substantially the same content as set forth in Exhibit C for and on behalf of the County.

Section 5. The appropriate officials of the Authority are authorized to execute and deliver the Master Resolution, Ground Lease Agreement, the Leasehold Deed of Trust, and in the form and with substantially the same content as set forth in Exhibit C, Exhibit D, and Exhibit E, respectively, for and on behalf of the Authority.

Section 6. The Authority is authorized to issue the Series 2016 Bonds in the aggregate principal amount of not to exceed \$2,328,000, and to sell the Series 2016 Bonds at a purchase price to be determined by the Chair or Chair pro tem of the Governing Board of the Authority (the "Authority Chair"). The Series 2016 Bonds shall be dated, shall bear interest, shall be issued as fully registered bonds, and shall mature as provided in the Master Resolution.

The Authority Chair is hereby authorized, on behalf of the Authority, to award the sale of the Series 2016 Bonds to the Purchaser.

The form, terms and provisions of the Series 2016 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Master Resolution in the form to be executed by the Authority. The Series 2016 Bonds shall mature prior to the expiration of the estimated useful life of the Project. The Authority Chair is hereby authorized to execute the Series 2016 Bonds, to place thereon the seal of the Authority, and to deliver the Series 2016 Bonds to the Purchaser. The Secretary of the Governing Board of the Authority (the "Authority Secretary") is authorized to attest to the signature of such Authority Chair and to affix the seal of the Authority to the Series 2016 Bonds and to authenticate the Series 2016 Bonds. The signatures of the Authority Chair and Authority Secretary may be by facsimile or manual execution.

Section 7. The appropriate officers of the County are authorized to take all action necessary or reasonably required to carry out, give effect to and consummate the transaction contemplated hereby, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Series 2016 Bonds.

Section 8. Upon their issuance, the Series 2016 Bonds will constitute special limited obligations of the Authority payable solely from and to the extent of the sources set forth in the Series 2016 Bonds and the Master Resolution and Ground Lease. No provision of this resolution, the Master Lease, the Master Resolution, the Leasehold Deed of Trust, the Ground Lease, the Series 2016 Bonds, or any other instrument, shall be construed as creating a general obligation of the Authority or of creating a general obligation of the County, or as incurring or creating a charge upon the general credit of the County or against its taxing powers. The County shall have no power to pay out of its funds, revenues, or accounts, or otherwise contribute any part of the cost of making any payment in respect of the Series 2016 Bonds, except in connection with the payment of the Base Rentals, Additional Rentals and Purchase Option Price pursuant to the Master Lease (as those terms are defined in the Master Lease) which may be terminated by the County on any annual renewal date thereof in accordance with the provisions of such Master Lease.

Section 9. The Chair of the County is hereby authorized to make any alterations, changes or additions in the Master Lease herein approved and authorized necessary to correct errors or omissions therein, to remove ambiguities therefrom, or to conform the same to other provisions of such instruments, to the provisions of this Resolution or the provisions of the laws of the State of Utah or the United States.

Section 10. The appropriate officials of the Authority are authorized to make any alterations, changes or additions in the Master Lease, the Ground Lease, the Master Resolution and the Leasehold Deed of Trust herein authorized and approved which may be necessary to correct errors or omissions therein, to remove ambiguities therefrom, to conform the same to other provisions of said instruments, to the provisions of this

resolution, the Creating Resolution or any resolution adopted by the County or the Authority, or the provisions of the laws of the State of Utah or the United States.

Section 11.If any provisions of this resolution (including the exhibits attached hereto) should be held invalid, the invalidity of such provisions shall not affect any of the other provisions of this resolution or the exhibits.

Section 12.The Clerk/Auditor is hereby authorized to attest to all signatures and acts of any proper official of the County, and to place the seal of the Clerk/Auditor on the Master Lease and the Ground Lease. The Chair of the County and other proper officials of the County and each of them, are hereby authorized to execute and deliver for and on behalf of the County any and all additional certificates, documents and other papers, including, but not limited to, tax compliance procedures, an escrow agreement, and security documents related to the Project and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the matters herein authorized.

Section 13.The Authority Secretary is hereby authorized to attest to all signatures and acts of any proper official of the Authority, and to place the seal of the Authority on the Master Lease, the Master Resolution, Leasehold Deed of Trust, Ground Lease, and any other documents authorized, necessary or proper pursuant to this Resolution or any Resolution of the Authority. The appropriate officials of the Authority, and each of them, are hereby authorized to execute and deliver for and on behalf of the Authority any or all additional certificates, documents and other papers to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this resolution and any resolution of the Authority.

Section 14.All regulations, orders, and resolutions of the County or parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any regulation, order, resolution or ordinance or part thereof.

Section 15.This resolution shall become effective immediately upon adoption by the County Council.

PASSED BY THE COUNTY COUNCIL OF GRAND COUNTY, UTAH, THIS
FEBRUARY 16, 2016.

(SEAL)

By: _____
Chair

ATTEST AND COUNTERSIGN:

By: _____
Clerk/Auditor

After the conduct of other business not pertinent to the foregoing, the meeting was, on motion duly made and seconded, adjourned.

GRAND COUNTY, UTAH

(SEAL)

By: _____
Chair

ATTEST AND COUNTERSIGN:

By: _____
Clerk/Auditor

STATE OF UTAH)
 : ss.
COUNTY OF GRAND)

I, Diana Carroll, the undersigned duly elected, qualified, and acting Clerk/Auditor of Grand County, Utah (the "County"), in the State of Utah, do hereby certify:

(a) The foregoing pages are a true, perfect and complete copy of the record of proceedings of the County Council, had and taken at a lawful meeting of said County Council held at the Grand County offices in Moab, Utah, on February 16, 2016, commencing at the hour of 4:00 p.m., as recorded in the regular official book of the proceedings of the County kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

(b) All members of said County Council were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this February 16, 2016.

(SEAL)

By: _____
Clerk/Auditor

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Diana Carroll, the undersigned Clerk/Auditor of Grand County, Utah (the "County"), do hereby certify, according to the records of the County in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the February 16, 2016, public meeting held by the County as follows:

(i) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the County's principal offices on February ____, 2016, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(ii) By causing a copy of such Notice, in the form, in the form attached hereto as Schedule 1 attached hereto as Schedule 1, to be delivered to The Moab Sun News on February ____, 2016, at least twenty-four (24) hours prior to the convening of the meeting; and

(iii) By causing a copy of such Notice to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2016 Annual Meeting Schedule for the County (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the County Council to be held during the year, by causing said Notice to be (a) posted on _____, 2016, at the principal office of the County Council, (b) provided to at least one newspaper of general circulation within the County on _____, and (c) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this February 16, 2016.

(SEAL)

By: _____
Clerk/Auditor

SCHEDULE 1
NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B

MASTER LEASE

(See Transcript Document No. __)

EXHIBIT C

FORM OF GROUND LEASE

(See Transcript Document No. __)

EXHIBIT D

MASTER RESOLUTION

(See Transcript Document No. __)

EXHIBIT E

FORM OF DEED OF TRUST

(See Transcript Document No. __)

**AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
FEBRUARY 16, 2016**

Agenda Item:L

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) Postponed from February 2, 2016
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):

Applicant Statement
Staff Report
Draft Ordinance
Master Plan
Citizen Comments

KLH Development, LLC

8 East Broadway, Suite 410
Salt Lake City, UT 84111
(801) 746-6300

February 11, 2016

VIA EMAIL ONLY

Elizabeth Tubbs, Chair
Grand County Utah
County Council
etubbs@grandcountyutah.net

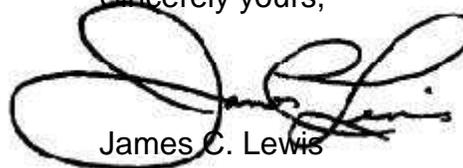
Re: Rezoning Application of KLH Development, LLC, pertaining to Arroyo Crossing Project

Dear Ms. Tubbs:

The Grand County Council kindly granted our request to table a vote on the above rezoning request several days ago, until February 16, 2016, to enable us to prepare a proposal pertaining to the affordable housing issues. We have been working on a proposal since the earlier scheduled vote, and had hoped that we would be able to send to Zacharia Levine this week a written proposal for presentation to the Council. However, we have this week run into some issues we are attempting to address and resolve. For that reason, I conveyed earlier to Zacharia this week that we may need to request that the vote be again tabled, pending resolution of these issues and our presentation of a written proposal. This will serve, therefore, as our request that the vote be tabled. As soon as we have these issues resolved, we will promptly notify Zacharia of same and provide the above-referenced proposal for presentation to the Council.

Thank you.

Sincerely yours,



James C. Lewis

cc: Zacharia Levine (zlevine@grandcountyutah.net)
Mary Hofhine (mhofhine@grandcountyutah.net)



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)*

- A. Multi-family structures shall be located no closer than 20 feet from any other structures.
- B. 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: _____

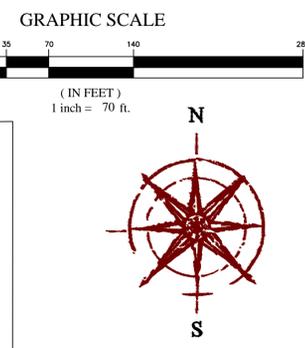
Those voting nay: _____

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.

FOCUS
ENGINEERING AND SURVEYING, LLC
502 WEST 8360 SOUTH
SANDY, UTAH 84070 PH: (801) 352-0075
www.focusutah.com

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)

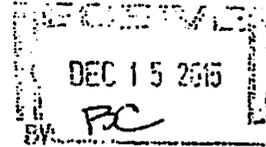
260 2658

Sent from my iPhone

Michael Rivette
Donna M. Rivette

December 14, 2015

Michael and Donna Rivette
1860 Plateau Circle
Moab, Utah



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.

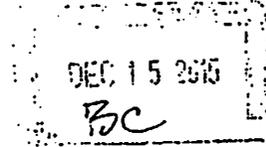
Water Usage W.M. Become a Problem w/ this Population Density!
Roads are not able to handle additional Travel safely.

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.

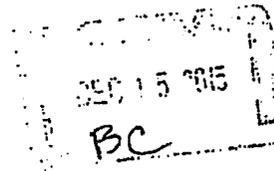
Thank you.

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.

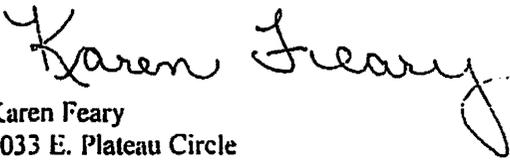
In looking at the map, it appears there is only one entrance/exit each for the development on both sides of Spanish Valley. Considering the density of the buildings and population, that is not adequate. A lot of traffic would be using Resource Blvd. to access the highway. It is not wide enough to accommodate 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 (Carmiichael 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; troonerball@hotmail.com; Javyn Hawks; Elizabeth Tubbs; Chris Baird; Zacharia Levine; Mary Hoffing; 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](#); [Javyn Hawks](#); [Ken Ballantyne](#); [Ken Ballantyne](#)
(kballantyne1@grandcountvutah.net); [Lynn Jackson](#); [Mary McGann](#); [Rory Paxman](#)
[Ruth Dillon](#); [Bryony Chamberlain](#); [Zacharia Levine](#); [Mary Hoffine](#); [Diana Carroll](#)
Cc:
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 some concern about this development but I would rather see one big development rather than a number of small ones. This zone change fits in with the Master Plan but I have concerns with how the property will be developed. 200 homes will add a huge amount of traffic to Spanish Valley. At the planning commission traffic issues were raised but the developer said they would do traffic studies "later." I really think before there is a zone change granted we need to see more concrete site plans as to traffic flows. The focus of this project has to be toward Resource Blvd so that people would be more likely to drive to town on the highway rather than Spanish Valley.

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

The planning commission can only send a yes or 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.

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From: marcia_tendick
To: Council
Subject: Arroyo Crossing 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; Javyn 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](#); [Javyn Hawks](#); [Ken Ballantyne](#); [Lynn Jackson](#); [Mary McGann](#); [Rory Paxman](#)
Cc: [Diana Carroll](#); [Zacharia Levine](#)
Subject: FW: Spanish Valley re-zone
Date: Tuesday, January 12, 2016 9:54:06 AM

From: Elizabeth Tubbs
Sent: Tuesday, January 12, 2016 9:37 AM
To: Bryony Chamberlain; Ruth Dillon
Subject: Fwd: Spanish Valley re-zone

Sent from my iPad

Begin forwarded message:

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

Ms. Tubbs,

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

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

Bruce Dissel

Barb Lacy

moab, UT.

From: [Ruth Dillon](#)
To: [Council](#)
Subject: FW: Arroyo Crossing-No Urbanization of Resource Blvd./Spanish Valley Dr.
Date: Tuesday, January 12, 2016 5:11:50 PM

From: Gigi Love [mailto:lovecha@hotmail.com]
Sent: Tuesday, January 12, 2016 1:29 PM
To: Ruth Dillon
Subject: Arroyo Crossing-No Urbanization of Resource Blvd./Spanish Valley Dr.

Dear Ruth,

My husband and I just bought a home last year at 2112 Buena Vista Dr. which is directly across the street from this proposed 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.

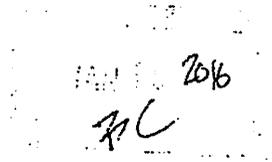
For the concerns and reasons listed above, I would like to state that I am opposed to allowing this parcel to be rezoned and am asking that you consider maintaining the area as the original zoning was indicated.

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

016
BC
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.

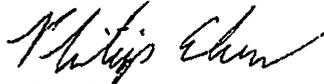
First, a major point of concern for me is the inconsistency in density in relation to the neighboring community. Lot sizes along Spanish Valley Drive and adjacent Plateau Circle and Buena Vista Drive areas are large. While a zoning of small-lot, single family properties would increase density, it is 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

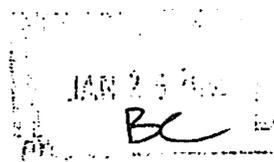


1-13-2016

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.

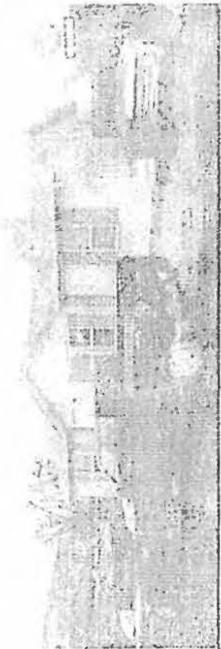
The zone change is not an intelligent decision. The county shall share the responsibility of crisis that result from matters laid out here in combination with the developers of this project. There is a need for development of this type. The infrastructure is lacking when the county had time to prepare for it.

Michele Hill
435-259-5884

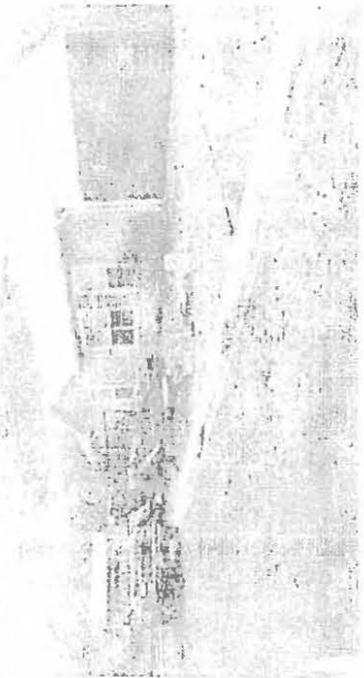
Portal Vista has sidewalks. Cars park on the sidewalks.



This Portal Vista - plan more land for parking.



Portal Vista - this 3 bedroom with garage is on .1 acre & for sale for \$239,000 according to realtor Becky Leftwich.



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

Late Agenda
Hem: K

January 29, 2016

Grand County Council
125 East Center Street
Moab, Utah 84532

RE: RE-ZONE REQUEST OF PROPERTY - Arroyo Crossing, 2022 Spanish Valley Dr.

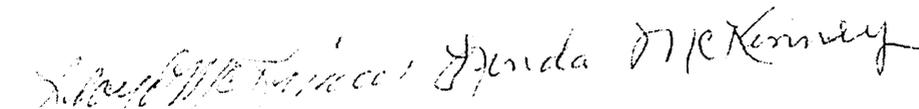
Honorable Council Members,

We wish to document, for the record, opposition to this re-zone request for increased density.

- 1) The surrounding area is predominately zoned: LLR.
- 2) There has been voiced and written opinion against the requested zone change.
- 3) Increased populace could essentially double, impacting present infrastructure capacity and capability.
- 4) Potential drainage and flood events.

We thank you for your diligent community service and consideration of this issue which will affect us directly.

Respectfully,


Lloyd and Linda McKinney (435)259-7587

Hand Carried

From: reedl@citlink.net
To: [Council](#)
Subject: Arroyo Crossing Re-zoning
Date: Sunday, January 31, 2016 2:01:37 PM

Please consider before Tuesday's vote:

- 1) The owners did buy this parcel knowing the zoning regulations.
- 2) 200 units seems like a large number of units. Especially since I can not really think of who the 200 local families who are going to buy these. Seems like another place where out-of-area investors are going to profit. Can't there be a compromise? I know it is being changed from large lot family to multi-family - but is that the only choice. Small lot family perhaps.
- 3) Grand County really does need to create a new PLAN for our area. Get all the stakeholders involved to figure out how we want our county and Moab to be, especially for those who have decided to call this place home (despite the economic hardship it sometimes imposes on us). It surely is starting to feel as if those outside of our town are having more influence on what happens here with development. Groups such as KLH Development should not get to come in build whatever they want to make whatever profit they want. They don't have to live with any of the consequences that my neighbors and I will have to live with if this doesn't turn out to be a great thing. I get that lots of people out of Moab want to have a piece of it, but I am really sad seeing all these homes/buildings going up everywhere that are only partially lived in. But oh how crazy would it be if all the homes here were lived in year round. What a nightmare for Grand Water/Sewer and the traffic we would be stuck with.

Thank you. Laura Reed (2138 Buena Vista Drive)

P.S. I read the article in the paper this week and was very pleased with the discussions that everyone is taking into consideration.

From: Lisa Paterson
To: Council
Subject: Arroyo Crossing Rezone
Date: Monday, February 01, 2016 11:30:46 AM

Dear County Council Members.

I appreciate the time and effort that you are giving to the rezoning questions that have come before you. Today I ask that you carefully consider the following points as you determined whether to grant Arroyo Crossing a zone change from large lot residential to multi-family residential. I oppose this zoning change unless the following can be GUARANTEED.

Please require the following be provided by the developers in writing and be binding.

**There is no guarantee that these developers will indeed build houses that will alleviate Moab's affordable housing needs. Please require and enforce deed restricted homes in this subdivision. This must to be spelled out clearly: how many homes will be deed restricted & at what price. Shellenberger says the developers will put a certain percentage of homes in the \$200-240,000 range (which is already above what are county development office says is affordable to the essential workers-\$195,000.)

There must be a guarantee that these affordable homes **CAN NOT then by RESOLD by new owners at market value. Without this guarantee, these homes can then be sold and resold at market value which removes homes from affordable/essential workers pool forever.

** Please consider the traffic burden this development will place on Spanish Valley Drive. Traffic studies state an average of eight vehicle trips per dwelling. I assume this means for round-trip journeys. Given this info, there will be potentially 800 to 1000 more vehicles traveling on Spanish Valley Drive. Keep in mind that this is not the only development currently planned/ being built on Spanish Valley Drive and Mill Creek Drive. This is a residential area and cannot bear the traffic that 200 more homes will create. Please require that ingress and egress be encouraged through the Highway 191.

**Drainage!! A clearly defined and independently evaluated drainage plan must be submitted before you approve this kind of density. Pack Creek has already exhibited signs of flooding due to greater development to the south. Arroyo Crossing must retain all of its run off water!

Again, I very much appreciate the consideration that you give to the zoning questions that come before you.

Sincerely,

Lisa Paterson

Lisa Paterson Coaching

Gently Held, Deeply Seen
<http://www.lisapersoncoaching.com/>

From: L. L. Houck
To: Council
Subject: ARROYO CROSSING Development Proposal
Date: Monday, February 01, 2016 11:06:03 AM

Dear Grand County Council,

Please take the time to investigate in detail the potential impacts of this huge development proposal, and to share this information with the citizens of Grand County, before making a hasty decision regarding density zoning and deed restrictions and the other concerns.

At the Council meeting on January 19, there were about 20 agenda items, with the Arroyo Crossing presentation scheduled lastly, finally occurring at what time?

I respectfully request that such a presentation be repeated, and given for the citizens at a time and location that would allow people to offer input, comments and questions for the potential developer. Also, let's publicize this meeting with something besides a small sign on Spanish Valley Drive.

This proposed development is essentially plopping a small city in a rural zone over 2 miles from the City Center.

There are a multitude of questions that need to be addressed if this developer is serious.

The Short List:

- Infrastructure, Water and Sewer Lines
- Engineering Studies
- Drainage mediation for 50- and 100-year floodplain
- Soil studies for sinkhole potential
- Energy efficiency and solar plant
- Traffic study, for Spanish Valley Drive
- Ingress and Egress routes to Hwy.191 and Starbuck Lane and Budweiser Lane
- School bus safety and bus stop shelters
- Archaeological resource impact
- Shade Trees
- Community Center
- Community Garden space
- Fire Dep't. and EMT accessibility
- Overflow Parking
- Public transportation

and myriad other concerns of Grand County citizens.

We are wondering about the other projects of KLH Corporation and RedAcre LLC, and exactly Who are these people? We would like to see them describe their fitness for a project of this size and scope.

Thank you for your scrutiny of all the concerns associated with this HUGE project.

Sincerely,

Laura Lee Houck
39-year resident of Grand County

From: Mary Suarez
To: Council
Subject: KLH subdivision
Date: Monday, February 01, 2016 5:31:54 PM

Dear Council,

I would like to say thank you to Chris Baird for his stance on the KLH subdivision. I hope that this subdivision will have a variety of housing options and will be truly affordable for working people in Grand County.

However no matter what a developer says, until it is down in black and white it's not real.

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

From: [Adrea Lund](#)
To: [Council](#); [Ruth Dillon](#)
Subject: Last Minute Arroyo Crossing comments
Date: Tuesday, February 02, 2016 12:29:09 PM

Dear Grand County Council Members,

I apologize for missing the deadline for public comments on the proposed Arroyo Crossing rezone. However, I hope you can consider my thoughts. I own property that is almost adjacent to the parcel/development in question. I have many concerns regarding how the rezone would change and impact this area of Grand County.

- 1) A rezone would change the current more rural character of the neighborhood. The number of houses currently allowed without a rezone is more than enough.
- 2) A rezone would increase traffic on Spanish Valley Drive, Plateau Road and Starbuck Lane and further negatively impact the residents in our neighborhood. Before a rezone is considered I would like to see clear plans and legal requirements for multiple direct outlets to the Hwy from the development. I walk on Spanish Valley Drive to take my son to his preschool right past the Arroyo Crossing property and we have quite a few neighbors who bike into town. Before this rezone is approved there should be a requirement that a walking and biking lane be added on both sides of Spanish Valley Drive.
- 3) A rezone and the increased level of development on the land could create major storm water drainage issues for some residents. Looking at the property it seems to me that Arroyo Crossing is aptly named - it is partly formed by a natural drainage. Arroyo – “a steep-sided gully cut by running water in an arid or semiarid region”. My neighbors and I on the north side of Spanish Valley next to the proposed rezone already have issues with storm water drainage from Spanish Valley Drive. Before (and not after) the rezone is approved I think these concerns should be clearly planned for and addressed.
- 4) It is my understanding the rezone does not legally require affordable housing. I feel strongly that this is a mistake and I also think the county should legally require that the housing not ever be allowed to become short term rentals – our neighborhood definitely doesn't need its own Rim Village. The developer is not beholden to the draft plans that they have presented. Frankly I don't trust the developer's reassurances.
- 5) If a rezone must happen then I would ask that you please don't increase housing density in an area that is not part of the Multi Family overlay. I am referring to the portion of the Arroyo Crossing property on the north side of Spanish Valley Drive. Please leave the north side of Spanish Valley Drive with the currently allowed housing density – Large Lot Residential. I am not in favor of allowing the developer to spread density from the Large Lot Residential portion of the property included in the Multi Family overlay (on the south side of Spanish Valley Drive) to the currently Large Lot Residential portion on the north side of Spanish Valley Drive that is not part

of the Multi Family overlay.

Thank you for your time and consideration,
Adrea

Adrea Lund
1851 Spanish Valley Drive
Moab, UT
435-210-4739

From: Lisa Carter
To: Council
Subject: Arroyo Crossing Master Plan
Date: Tuesday, February 02, 2016 8:59:56 AM

Dear Grand County Council Persons and Mr Levine:

I am writing in regards to the Arroyo Crossing subdivision. I just read the Times Independent article (Jan 28, 2016) from last week and appreciated your comments and discussions. I do not think the Arroyo Crossing subdivision or any other new housing or subdivision project of this nature that requires a rezone or "up-zone" should go forward unless there is **in writing** a place that addresses the issue of affordable housing (in addition to water use, sewer impact and traffic/transportation impacts.)

Specific to deed restrictions, I agree that these should also be in writing and should include but not be limited to cost (\$200,000 for what, a townhouse, apartment, or single family home?) that really is affordable to what the median income is for a family **as well** as single persons or couples. The units should also be primary residences, not available for weekly/nightly rentals and have some restrictions on resale time or price or some combination if possible.

These "restrictions" should not hamper the developers ability to sell the "affordable units" at a "reasonable" profit if added into the whole budget for the project. They will not make as much money if the restrictions are in place, but it would speak volumes if they are truly "committed to bring something to Spanish Valley that addresses the affordable housing need."

Lastly, I agree with Mr. Levine that increasing density does not mean affordable housing will follow.

Thank you for your time and your service.

Sincerely,

Lisa Carter
Moab Resident

**AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
February 16, 2016**

Agenda Item: M

TITLE:	Approving Proposed Letter to Utah Legislators Regarding Proposed House Bill 132 – Amending Municipal Business Licenses
FISCAL IMPACT:	N/A
PRESENTER(S):	Zacharia Levine, Community Development Director

**Prepared By:
ZACHARIA LEVINE
GRAND COUNTY
COMMUNITY
DEVELOPMENT
DIRECTOR**

FOR OFFICE USE ONLY:

Attorney Review:

N/A

STATED MOTION :

I move to approve the letter to Utah legislators regarding proposed House Bill 132 – Amending Municipal Business Licenses, and authorize the chair to sign it on behalf of the Grand County Council.

STAFF RECOMMENDATION:

Discuss and amend the draft letter as needed.

BACKGROUND:

Staff was directed to draft a letter regarding the potentially adverse impacts associated with proposed House Bill 132. The Community Development Director provided a draft highlighting the impacts specific to housing affordability and availability, and revenue from Transient Room Taxes. Additional concerns and suggested amendments may be included in the letter format.

ATTACHMENT(S):

1. Draft letter & Attachment
2. Utah House of Representatives Roster
3. Utah Senate Roster



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

February 16, 2016

Via Email

Honorable Jacob Anderegg
Utah House of Representatives
Utah Senate

RE: House Bill 132—Municipal Business Licensing Amendments

Dear State Legislators,

This letter is submitted to you on behalf of the Grand County Council and the residents it represents. We respectfully oppose House Bill 132 *in its current form*. If committed to the passage of this bill, we ask that you and your colleagues strongly consider inclusion of the proposed language needed to address our chief concerns, which are described below. Each concern is more fully described in the attachment.

Concern 1: Adverse impacts on all communities' housing markets.

Suggested amendment: Add proposed Subsection (2)(c)(i)(E) "is a residential structure used for short-term occupancies less than 30 days."

Concern 2: Additional losses in transient room tax (TRT) and business license revenue.

Suggested amendment: Add the following to Subsection (2)(a) "...may license for the purpose of regulation and public health, safety, and welfare within the limits..."

The Grand County Council officially opposes House Bill 132 if it does not incorporate additional language to address the concerns raised in this letter. Our Council is not taking an official position on the bill outside of these concerns. Please contact our County Council Administrator, Ruth Dillon, should you have any questions or comments regarding the content or message of this letter.

With appreciation for your public service,

Elizabeth A. Tubbs, Chair
Grand County Council

Attachment

Concern 1: Short-term rental impacts on housing affordability and availability

Reason for Concern: If passed in its current form, HB 132 would effectively prohibit jurisdictions from exercising one of their fundamental rights and responsibilities—regulating land uses. In Grand County, short-term rentals are now considered permitted uses in our commercial zone districts and prohibited uses in our residential zone districts. We provide an exception for bed and breakfasts in our residential districts that meet certain provisions of the land use code. As with other communities of varying sizes throughout the state of Utah, Grand County has seen an exponential rise in the number of residential properties being converted for use as short-term rentals, including overnight accommodations. Whereas just a decade ago the percentage of homes in our community used for vacations and short-term occupancy was 3-4%, it is now closer to 30%. The result of such a trend is that housing prices are increasing faster than wages, the local workforce is priced out of the market, and a limited supply of housing is made unavailable to long-term occupants. The City of Moab and Grand County also receive complaints on a weekly basis of visitors disregarding the assumed peacefulness families enjoy in residential neighborhoods. We are actively pursuing regulatory, budgetary, and programmatic solutions to an ever increasing housing crunch. Without the ability to regulate home occupations, including overnight accommodations businesses, Grand County will suffer the consequences of losing the vast majority of its already pricey real estate to out-of-area buyers. In addition, the unregulated growth of overnight accommodations in *any* community will irreversibly change the nature of residential neighborhoods. This was observed in Salt Lake County during the 2000 Olympics and will undoubtedly occur throughout Utah as it gains prominence as an international tourism destination. Fodor’s just named Utah the number 1 destination in the world for 2016.

Suggested Amendment: Add proposed Subsection (2)(c)(i)(E) “is a residential structure used for short-term occupancies less than 30 days.”

Concern 2: Loss of transient room tax (TRT) and business license revenue from short-term rentals

Reason for Concern: If passed in its current form, HB 132 could effectively reduce Grand County’s revenue by millions of dollars. The transient room tax (TRT) is applied to any dwelling unit used for short-term stays of less than 30 days. It is collected by the Utah Tax Commission and distributed to Counties based on their respective contributions. In 2016, Grand County expects to collect \$4,325,041 from TRT, which is essential to providing seed money to our travel advisory council’s tourism development efforts, infrastructure impacted by visitation to our area, and already strained law enforcement, emergency response, and waste management services. To a lesser extent, the business license revenue from short-term rentals also provides funding for administrative services in our local government. Moreover, business licenses affords Grand County law enforcement and emergency services the ability to keep records of dwelling units used for overnight accommodations, which provides critical information when responding to 911 calls.

Suggested Amendment: Add the following to Subsection (2)(a) “...may license for the purpose of regulation and public health, safety, and welfare within the limits...”

State of Utah House of Representatives

- Senate
- Legislature
- Utah.gov
- Utah Code & Constitution

Representatives

District	Representative	Party	Counties Represented	Contact Info
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Jim Dabakis: @JimDabakis Senate just voted to go on a path to spend billions for ridiculous Lake Powell Pipeline #utpol

Full Senate Roster

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A. (R)

<u>12</u>	<u>Thatcher, Daniel W.</u> (R)	<u>dthatcher@le.utah.gov</u>	Salt Lake, Tooele
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<u>28</u>	<u>Vickers, Evan J. (R)</u>	<u>evickers@le.utah.gov</u>	Beaver, Iron, Washington
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AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
FEBRUARY 16, 2016

Agenda Item:N

TITLE:	Approving Proposed Letter to the State Legislature Opposing House Bill 115, "Beekeeping Modifications" which would Nullify Grand County Ordinance No. 531, "Apiculture (Honey Bee Husbandry) Protection"
FISCAL IMPACT:	None
PRESENTER(S):	Jerry Shue, Grand County Honey Bee Inspector

Prepared By:

Jerry Shue
Grand County
Honey Bee Inspector
867 Rainbow Dr
Moab, Utah 84532
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shue.jerry@gmail.com

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the proposed letter to the State Legislature opposing House Bill 115, "Beekeeping Modifications" which would nullify Grand County Ordinance No. 531, "Apiculture (Honey Bee Husbandry) Protection" and authorize the Chair to sign all associated documents.

BACKGROUND:

Grand County Ordinance 531 was passed in March of 2016 to protect Moab's uniquely isolated surviving honey bee stock from the incursion of migratory bee colonies. Such contact would subject the local bees to additional stresses from the diseases, parasites and non-adapted genetics that are the norm today in commercial beekeeping.

Utah House Bill 115, while proposing modifications to the beekeeping registration and inspection process, includes a provision that would prohibit any local regulation of beekeeping in Utah.

The bill would nullify our county ordinance and potentially set back any progress we have made and will be making in maintaining a healthy local pollinator population. The progress made while protecting and developing our local survivor honey bees could well benefit beekeepers beyond Grand County and that value should be acknowledged and respected.

ATTACHMENT(S):

1. Power Point - HB 115 impacts
2. Letter dated February 16, 2016
3. Utah House of Representatives Roster
4. Utah Senate Roster
5. Apiculture Ordinance

Agenda Item – February 16, 2016

Approving Proposed Letter to the State Legislature
Opposing *House Bill 115*, “*Beekeeping Modifications*”

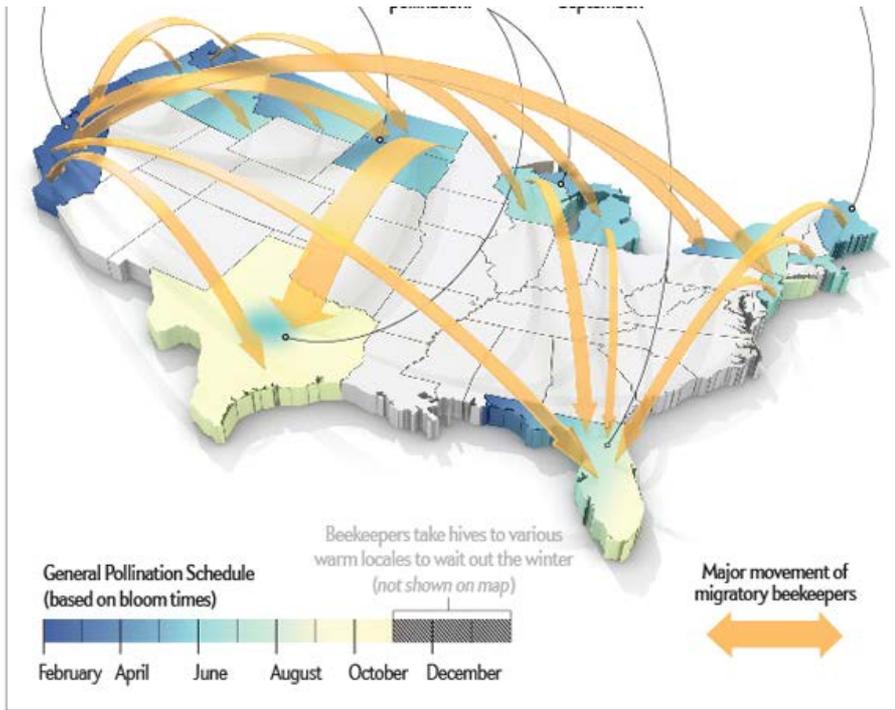
This bill would Nullify:

*Grand County Ordinance No. 531, “Apiculture
(Honey Bee Husbandry) Protection”*

Background -

*May, 2015 –
Grand County Ordinance 531 2015
Amendment to the
Grand County Land Use Code,
Section 3.2.5, Apiculture Protection*

It is...“in the best interests of the citizens of Grand County, Utah” ...“to provide protection of the local bee populations by preventing migratory commercial beekeepers from bringing their hives into the County, south of Interstate 70, for overwintering or pollination services.”



Migratory

Two models for beekeeping...

Local

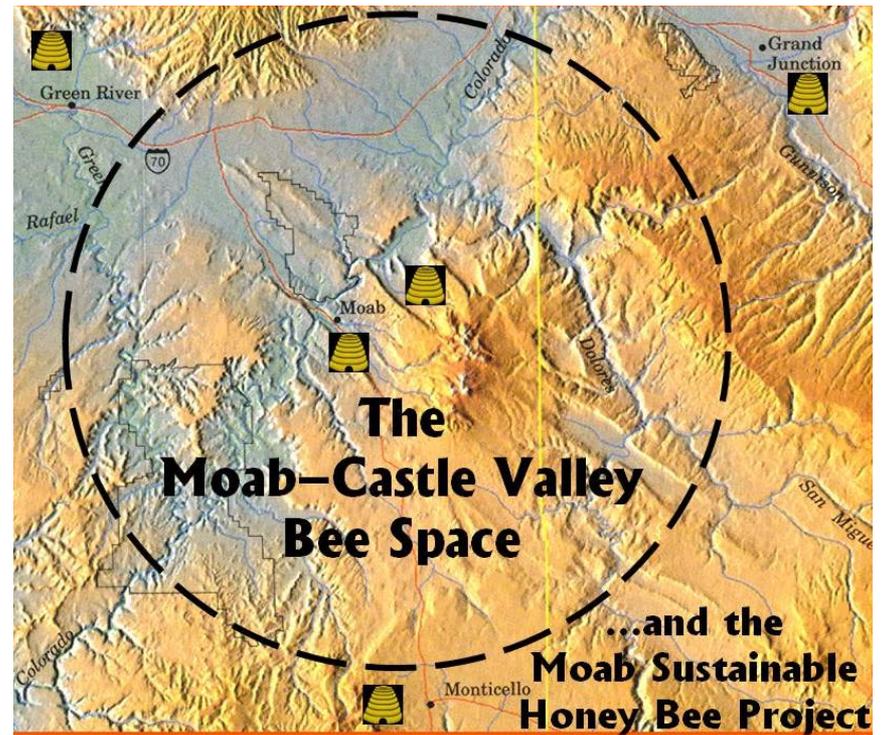
↑ This...

- Disease and parasite transmission
- Low genetic diversity
- Routine medication

or

...this? →

- Isolated, locally adapted survivor honey bees



IN JUST THIS WEEK'S NEWS...



Feb. 9, 2016

NY TIMES - OBSERVATORY

Humans Are Spreading Deadly Bee Virus, Study Says

By Sindya N. Bhanoo

Researchers say that the trade and **movement of honeybee colonies** have caused deformed wing virus to travel all over the world.

Feb. 10, 2016

USDA Research Identifies Factors Causing Premature Commercial Honey Bee Queen Failure

by Kim Kaplan, ARS News Service, USDA

**[poorly mated high-volume queens and
temperature extremes during shipping]**



Meanwhile...

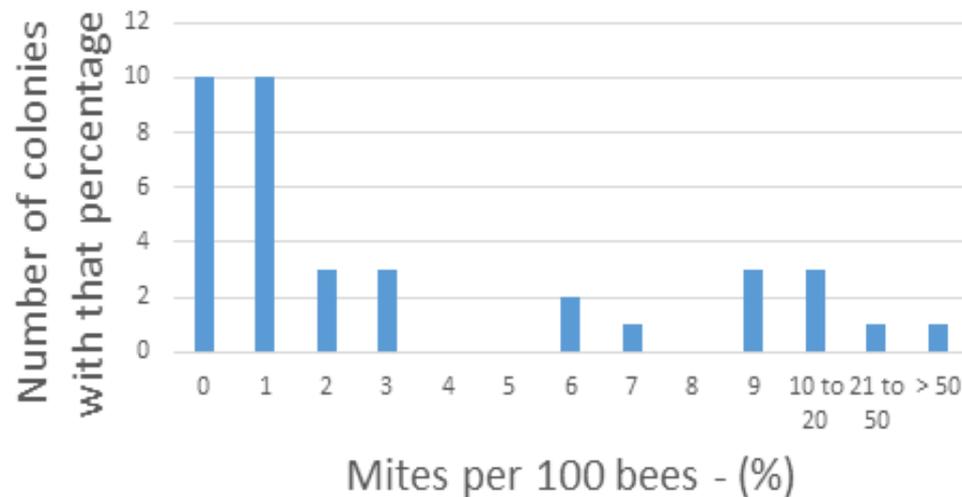
Grand County Hive Survey September, 2015

-Very low mite loads

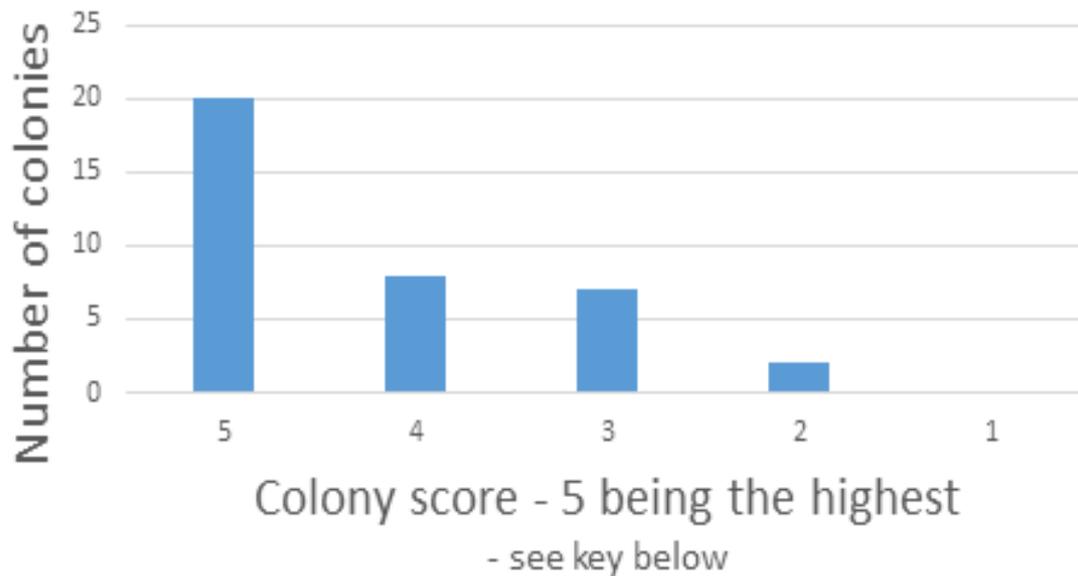
- High colony strength

**Without using standard
parasite and antibiotic
treatments.**

Mite loads for 37 sampled hives



Strength of 37 surveyed colonies



Meanwhile...

Utah HB **115** – Beekeeping Modifications

LONG TITLE

General Description:

This bill amends provisions relating to the Utah Bee Inspection Act.

Highlighted Provisions:

This bill:

- ▶ amends bee raising registration requirements;
- ▶ amends county bee inspector duties;
- ▶ modifies inspection provisions;
- ▶ provides for bee raising restrictions under certain circumstances;
- ▶ **prohibits a political subdivision from adopting an ordinance, rule, regulation, or resolution prohibiting a property owner from establishing or maintaining an apiary;** and
- ▶ makes technical changes.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

And meanwhile, just to be clear...

Another concurrent bill,

HB 315 – “Beekeeping Amendments”

is unrelated to HB 115,

and is not our concern tonight.

From the website of...

Utah League of Cities and Towns

HB 0115 -

Beekeeping Modifications

Tracking Level: [Watch](#)

Sponsor: [Marc Roberts](#) (R)

Last Action: 2/3/2016 - House - House/ to standing committee in House Natural Resources, Agriculture, and Environment Committee

House

Committee:

Assigned To:

[Land use](#)

[Next Bill](#)

[Opposed](#)

[Next Bill](#)

[ULCT](#)

[Next Bill](#)

From the website of...

Utah Association of Counties

HB 0115 -

**Beekeeping
Modifications**

Tracking Level: **Oppose**

Sponsor: [Marc Roberts](#) (R)

Last Action: 2/3/2016 - House - House/ to
standing committee in House
Natural Resources, Agriculture,
and Environment Committee

House Committee:

Staff Analysis of the Legislation

**Short Note: Prohibits local government
from regulating beekeeping.**

The bottom line...

Grand County has a unique resource worth protecting.

“The isolation of Moab, and the survival of [the local genetics] are of interest to those wishing to [develop] varroa-resistant stock.

As someone who has been driven out of desirable areas by having other commercial beekeepers set thousands of hives on top of my 20-yr locations, I can fully empathize with the beekeepers of Moab.

Why let someone else mess up a good thing?”

*- Randy Oliver,
scientific beekeeping.com
Nationally Respected
Honey Bee Researcher*



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

February 16, 2016

Via Email

Honorable Marc Roberts
Utah House of Representatives
Utah Senate

Comments in response to Utah House Bill 115 – Beekeeping Modifications

As of February, 2016, Utah House Bill 115, “Beekeeping Modifications,” introduced by Representative Marc Roberts, contains provisions aimed at deregulating beekeeping in Utah, including the following...

4-11-18. Prohibition of beekeeping by a political subdivision.

A political subdivision may not adopt an ordinance, rule, regulation, or resolution prohibiting a property owner from establishing or maintaining an apiary on the property owner's property.

The language of the bill, while it seems to guarantee the right to keep bees, actually strips cities and counties from having any control over how beekeeping is practiced. It is an infringement on the rights and responsibilities of municipalities to act in the best interests of their citizens.

Case in point...

In May of 2015, the Grand County Council passed Ordinance 531 2015 - Amendment to the Grand County Land Use Code, Section 3.2.5, titled Apiculture Protection, stating that it was...

“in the best interests of the citizens of Grand County, Utah”...“to provide protection of the local bee populations by preventing migratory commercial beekeepers from bringing their hives into the County, south of Interstate 70, for overwintering or pollination services.”

Grand County's isolation appears to be minimizing the impacts of the diseases and pests that accompany the movement of large numbers of bee hives around the country. There are honey bees in the county, both domestic and feral, that are surviving with no mite or antibiotic treatments and that have low levels of Varroa mites, the most significant current threat to bees.

In this day of routine major bee losses throughout the country Grand County's surviving bees are a resource that's worth trying to maintain, not just for local beekeepers, but perhaps for the larger bee community in the long run. There is currently a good deal of research and discussion about locally adapted honey bees and how they may differ from the general commercial stock.

While there is little or no reason to bring bees into Grand County for pollination services, inquiries have been made about overwintering truckloads of bees. An influx of migratory bees, even if only overwintered here, would certainly impact our local disease and genetic situation, and probably destroy a unique opportunity to raise healthy bees.

Grand County's situation, with respect to isolation and bee health, may be unusual, but any community should have the right to decide what is in the best interests of their citizens.

Sincerely,

Elizabeth A. Tubbs
Grand County Council, Chair

Attachment

State of Utah House of Representatives

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- Legislature
- Utah.gov
- Utah Code & Constitution

Representatives

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42	Coleman, Kim	R	Salt Lake	kimcoleman@le.utah.gov 801-865-8970
43	Tanner, Earl D.	R	Salt Lake	earltanner@le.utah.gov 801-792-2156
44	Cutler, Bruce R.	R	Salt Lake	brucecutler@le.utah.gov 801-556-4600
45	Eliason, Steve	R	Salt Lake	seliason@le.utah.gov 801-673-4748
46	Poulson, Marie H.	D	Salt Lake	mariepoulson@le.utah.gov 801-942-5390
47	Ivory, Ken	R	Salt Lake	kivory@le.utah.gov 801-694-8380
48	Stratton, Keven J.	R	Utah	kstratton@le.utah.gov 801-836-6010
49	Spendlove, Robert M.	R	Salt Lake	rspendlove@le.utah.gov 801-560-5394
50	Cunningham, Rich	R	Salt Lake	rcunningham@le.utah.gov 801-722-4942

greghughes@le.utah.gov

51	Hughes, Gregory H.	R	Salt Lake	801-432-0362
52	Knotwell, John	R	Salt Lake	jknotwell@le.utah.gov 801-449-1834
53	Brown, Melvin R.	R	Daggett, Duchesne, Morgan, Rich, Summit	melbrown@le.utah.gov 435-647-6512
54	Powell, Kraig	R	Summit, Wasatch	kraigpowell@le.utah.gov 435-654-0501
55	Chew, Scott H.	R	Duchesne, Uintah	scottchew@le.utah.gov 435-630-0221
56	Christofferson, Kay J.	R	Utah	kchristofferson@le.utah.gov 801-592-5709
57	Greene, Brian M.	R	Utah	bgreene@le.utah.gov 801-358-1338
58	Owens, Derrin	R	Juab, Sanpete	derrinowens@le.utah.gov 435-851-1284
59	Peterson, Val L.	R	Utah	vpeterson@le.utah.gov 801-224-4473
60	Daw, Brad M.	R	Utah	bdaw@le.utah.gov 801-850-3608
61	Grover, Keith	R	Utah	keithgrover@le.utah.gov 801-319-0170
62	Stanard, Jon E.	R	Washington	jstanard@le.utah.gov 435-414-4631
63	Sanpei, Dean	R	Utah	dsanpei@le.utah.gov 801-979-5711
64	Thurston, Norman K	R	Utah	normthurston@le.utah.gov 385-399-9658
65	Gibson, Francis D.	R	Utah	fgibson@le.utah.gov 801-491-3763
66	McKell, Mike K.	R	Utah	mmckell@le.utah.gov 801-210-1495
67	Roberts, Marc K.	R	Utah	mroberts@le.utah.gov 801-210-0155
68	Nelson, Merrill F.	R	Beaver, Juab, Millard, Tooele, Utah	mnelson@le.utah.gov 801-971-2172
69	King, Brad	D	Carbon, Duchesne,	bradking@le.utah.gov

			Emery, Grand	435-637-7955
70	McCliff, Kay L.	R	Emery, Grand, Sanpete, Sevier	kaymccliff@le.utah.gov 801-608-4331
71	Last, Bradley G.	R	Iron, Washington	blast@le.utah.gov 435-635-7334
72	Westwood, John R.	R	Iron	jwestwood@le.utah.gov 435-590-1467
73	Noel, Michael E.	R	Beaver, Garfield, Kane, Piute, San Juan, Sevier, Wayne	mnoel@kanab.net 435-616-5603
74	Snow, V. Lowry	R	Washington	vlsnow@le.utah.gov 435-703-3688
75	Ipson, Don L.	R	Washington	dipson@le.utah.gov 435-817-5281

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Jim Dabakis: @JimDabakis Senate just voted to go on a path to spend billions for ridiculous Lake Powell Pipeline #utpol

Full Senate Roster

District	Name	Email	Community
<u>1</u>	<u>Escamilla, Luz (D)</u>	<u>lescamilla@le.utah.gov</u>	Salt Lake
<u>2</u>	<u>Dabakis, Jim (D)</u>	<u>jdabakis@le.utah.gov</u>	Salt Lake
<u>3</u>	<u>Davis, Gene (D)</u>	<u>gdavis@le.utah.gov</u>	Salt Lake
<u>4</u>	<u>Iwamoto, Jani (D)</u>	<u>jiwamoto@le.utah.gov</u>	Salt Lake
<u>5</u>	<u>Mayne, Karen (D)</u>	<u>kmayne@le.utah.gov</u>	Salt Lake
<u>6</u>	<u>Harper, Wayne A. (R)</u>	<u>wharper@le.utah.gov</u>	Salt Lake
<u>7</u>	<u>Henderson, Deidre M. (R)</u>	<u>dhenderson@le.utah.gov</u>	Utah
<u>8</u>	<u>Shiozawa, Brian E. (R)</u>	<u>bshiozawa@le.utah.gov</u>	Salt Lake
<u>9</u>	<u>Niederhauser, Wayne L. (R)</u>	<u>wniederhauser@le.utah.gov</u>	Salt Lake
<u>10</u>	<u>Fillmore, Lincoln (R)</u>	<u>lfillmore@le.utah.gov</u>	Salt Lake
<u>11</u>	<u>Stephenson, Howard</u>	<u>hstephenson@le.utah.gov</u>	Salt Lake, Utah

A. (R)

<u>12</u>	<u>Thatcher, Daniel W.</u> (R)	<u>dthatcher@le.utah.gov</u>	Salt Lake, Tooele
<u>13</u>	<u>Madsen, Mark B.</u> (R)	<u>mmadsen@le.utah.gov</u>	Salt Lake, Utah
<u>14</u>	<u>Jackson, Alvin B.</u> (R)	<u>abjackson@le.utah.gov</u>	Utah
<u>15</u>	<u>Dayton, Margaret</u> (R)	<u>mdayton@le.utah.gov</u>	Utah
<u>16</u>	<u>Bramble, Curtis S.</u> (R)	<u>curt@cbramble.com</u>	Utah, Wasatch
<u>17</u>	<u>Knudson, Peter C.</u> (R)	<u>pknudson@le.utah.gov</u>	Box Elder, Cache, Tooele
<u>18</u>	<u>Millner, Ann</u> (R)	<u>amillner@le.utah.gov</u>	Davis, Morgan, Weber
<u>19</u>	<u>Christensen, Allen M.</u> (R)	<u>achristensen@le.utah.gov</u>	Morgan, Summit, Weber
<u>20</u>	<u>Jenkins, Scott K.</u> (R)	<u>sjenkins@le.utah.gov</u>	Davis, Weber
<u>21</u>	<u>Stevenson, Jerry W.</u> (R)	<u>jwstevenson@le.utah.gov</u>	Davis
<u>22</u>	<u>Adams, J. Stuart</u> (R)	<u>jsadams@le.utah.gov</u>	Davis
<u>23</u>	<u>Weiler, Todd</u> (R)	<u>tweiler@le.utah.gov</u>	Davis, Salt Lake
<u>24</u>	<u>Okerlund, Ralph</u> (R)	<u>rokerlund@le.utah.gov</u>	Beaver, Garfield, Juab, Kane, Millard, Piute, Sanpete, Sevier, Utah, Wayne
<u>25</u>	<u>Hillyard, Lyle W.</u> (R)	<u>lhillyard@le.utah.gov</u>	Cache, Rich
<u>26</u>	<u>Van Tassell, Kevin T.</u> (R)	<u>kvantassell@le.utah.gov</u>	Daggett, Duchesne, Summit, Uintah, Wasatch
<u>27</u>	<u>Hinkins, David P.</u> (R)	<u>dhinkins@le.utah.gov</u>	Carbon, Emery, Grand, San Juan, Utah, Wasatch

<u>28</u>	<u>Vickers, Evan J. (R)</u>	<u>evickers@le.utah.gov</u>	Beaver, Iron, Washington
<u>29</u>	<u>Urquhart, Stephen H. (R)</u>	<u>surquhart@le.utah.gov</u>	Washington

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ORDINANCE 531 2015

LAND USE CODE AMENDMENT APICULTURE PROTECTION

WHEREAS, the Grand County Council (County Council) adopted the Grand County General Plan Update (General Plan Update) on February 7, 2012 with Resolution No. 2976;

WHEREAS, the County Council adopted the Grand County Land Use Code (LUC) on January 4, 1999 with Ordinance No. 299 and amended February 19, 2008 with Ordinance No. 468 for the purpose of regulating land use, subdivision, and development in Grand County in accordance with the General Plan;

WHEREAS, the purpose of the Amendment is to provide protection of the local bee populations by preventing migratory commercial bee keepers from bringing their hives into the County, south of Interstate-70, for overwintering or pollination services;

WHEREAS, the Planning Commission reviewed the Amendment in a public hearing April 22, 2015 and forwarded a favorable recommendation;

WHEREAS, on May 19, 2015 the Council held a duly noticed public hearing for purposes of obtaining and considering public input regarding the Amendment;

WHEREAS, the Council heard and considered all evidence and testimony presented with respect to the Amendment and has determined, subsequent to said public hearing that the adoption of this Amendment is in the best interests of the citizens of Grand County, Utah.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF GRAND COUNTY, UTAH that the *Grand County Land Use Code* is hereby amended by repealing and re-enacting *Section 3.2.5.*, to read as follows:

Section 3.2.5 Other Use Standards

A. Animal Raising

The keeping of domestic, agricultural animals and livestock shall be considered a permitted use, provided that no more than 4 animal units (as defined in Article 10) per acre shall be allowed on parcels with more than one-half acre and less than 5 acres. These standards shall not be applicable to parcels larger than 5 acres.

B. Apiculture

1. The keeping of honey bees shall be considered a permitted use in accordance with Sections 3.2.5(B)(2) and 3.2.5(B)(3).
2. Migratory beekeeping operations of any size, south of Interstate-70, either permanent or temporary, will be prohibited.
3. No parcel of land, South of Interstate-70, shall have in excess of 25 established bee colonies at any given time.

C. Barn, Stable, Coop, Animal Shed

Barns, stable, coops, animal sheds or similar structures shall comply with the following standards:

1. A setback shall be maintained of at least 100 feet from existing dwellings, 20 feet from any open waterway; and
2. Surface drainage from such structures shall not be permitted to drain into a natural stream or into a drainage way that drains into a natural stream.

BE IT FINALLY ORDAINED BY THE COUNTY COUNCIL that LUC Article 10, Definitions is hereby amended by the adoption of the following definitions

Term	Definition
Bee Colony	An aggregate of worker bees, drones, and a queen living together in a hive or in some other dwelling (usually a cavity) as one social unit.
Migratory Beekeeping	The moving of bee colonies from one locality to another during a single season to pollinate different crops or to take advantage of more than one honey flow.

ADOPTED by the Grand County Council in open session this 2nd day of June, 2015 by the following vote:

Those voting aye: Baird, Ballantyn, Hawks, Jackson, McGann, Tubbs

Those voting nay: _____

Those absent: Paxman

Grand County Council

ATTEST:

Diana Carroll
Diana Carroll, Clerk / Auditor

Elizabeth Tubbs
Elizabeth Tubbs, Chairperson

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
FEBRUARY 16, 2016

Agenda Item: O

TITLE:	Approving Proposed Letter to Utah Division of Air Quality (UDAQ) Requesting Accelerated Requirements for Installation of Proper Emission Control Equipment at Oilfield Water Logistics' Danish Flats Facility
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:

STATED MOTION:

I move to approve the proposed letter to Utah Division of Air Quality requesting accelerated requirements for installation of proper emission control equipment at Oilfield Water Logistics' Danish Flats Facility, and authorize the Chair to sign all associated documents.

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"). The Danish Flats facility had been operating for six years without an AO before this.

In October, 2014, the DF facility was purchased by Oilfield Water Logistics (OWL), who immediately began operating the facility and planning the construction of emission control equipment. OWL began construction in August, 2015 and progressed steadily but did not complete the project by the February 4, 2016 deadline defined in the AO.

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.

Community Development staff feels this latest round of new proposals from OWL and evaluation by UDAQ will lead to another unwarranted delay in installation of the proper emission control equipment. We feel backing from Council is required to encourage UDAQ to end these repeated delays.

ATTACHMENTS: Proposed Letter to Mr. Bryce Byrd, Director, Utah Division of Air Quality, "Approval Orders for OWL Danish Flats Facility in Grand County"



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

Mr. Bryce Bird, Director
Utah Department of Environmental Quality
Division of Air Quality
P.O. Box 144820
Salt Lake City, Utah 84114-4820

Re: Approval Orders for OWL Danish Flats Facility in Grand County

Dear Director Byrd:

We are aware that Oilfield Water Logistics (OWL) is seeking to provide a new Notice of Intent for their Danish Flats facility (DF) in Grand County, delaying the installation of proper emission controls by at least another six months past the February 4th, 2016 deadline specified in **Approval Order DAQE-N141850003-14** (AO14). In view of the extended timelines and compliance failures of past owners, and the eight years of inadequately handled air emissions, we respectfully request that DAQ accelerate its usual compliance deadlines for this facility.

The DF facility opened for business in 2008 and operated for six years without an Approval Order, based on the owner's incorrect claim that this was a "de minimus" operation. That owner was fined \$50,000 by the State of Utah for operating this facility without the proper permits and AO14 was then issued. A condition of AO14 was installation and operation of a UDAQ-approved emission control system, including a stripper and thermal oxidizer, no later than February 4, 2016. This condition was not met. Therefore we also request that you set specific deadlines and apply consequential penalties to OWL for further failures to meet DAQ deadlines.

Grand County Technical Inspector Lee Shenton reports that new and better equipment has been installed at DF to handle incoming waste water but is still not in service, and neither the stripper nor the oxidizer are included. OWL representatives tell us they believe neither will be necessary, claiming emissions will be lower when the newly-installed equipment is in operation.

Your proper evaluation of a new OWL proposal will take time, but very little of this situation is actually new. Accordingly, we request an expedited review. If you conclude that the newly-installed equipment is enough to properly control emissions, then it is inappropriate to grant OWL another 18 months to finish the installation. If you conclude that the full scope defined in AO14 is still warranted then the design has already been completed and the only justifiable additional time is for OWL to finish their installation and start-up, a process that should take no more than a few months. If OWL claims long-lead times are needed to receive the equipment, then they were not planning in good faith to meet the February 4th deadline anyway and should not be rewarded with an extended evaluation and construction period.

The worst case for Grand County is that you conclude a new scope is warranted. Presumably OWL would then ask for additional time to procure, install and test equipment for this “new design.” Even in this worst case, another 18-month design/construction/start-up window is unreasonable. Grand County contends that OWL should not be allowed to repeatedly delay the installation, starting over again, every time they want to change their design or claim engineering mistakes

Now OWL has proposed to UDWQ and UDOGM that two of their Phase II evaporation ponds be designated for use with non-OGI brines. This would require an amendment to both the UDOGM permit and UDWQ permit UGW-190002, which designates all six of the Phase II ponds for non-OGI waste water, and presumably yet another AO from UDAQ. Grand County agrees that acceptance of non-OGI brines by OWL, and a proportional decrease in OGI production water, would indeed reduce the emissions released at DF.

However, if this re-designation is allowed, are we to expect another re-designation for a different split, say 3:3 instead of 2:4, when the next AO deadline approaches, and yet another delay in installation of appropriate emission controls? What is to prevent OWL from putting OGI waste into ponds permitted only for non-OGI waste? Due to OWL’s remote location and the limited oversight it affords, Grand County is concerned about potential discrepancies between a new approval order and real-time business activities.

Ultimately, OWL will accept a mix and volume of OGI production water and non-OGI brines in response to wider market changes. We allege you should base the new Approval Order on the maximum possible emissions calculated for the permit status of the ponds, not on the currently claimed business mix or accepted volumes. The latter would simply reflect a temporary downturn in the oil and gas markets. Moreover, proper engineering of the emission controls should allow proportional scaling of the system capacity. The facility owners should not be allowed to buy more time for installation of proper controls by periodically changing their mind on the proportion of their ponds used for OGI production water.

This latest round of renewed proposals, submittals, evaluations and compliance periods will be repeated again and again until you put an end to these repeated delays. Your primary responsibility is to ensure a safe environment for Utah citizens.

We ask to be promptly informed of any new proposals from OWL and to have a Grand County representative included in future meetings.

Respectfully,

Elizabeth Tubbs, Chair
Grand County (Utah) Council

Cc: Mr. Rusty Ruby, Branch Manager, Compliance, DAQ
Ms. Heather Mickelson, Environmental Engineer, DAQ
Mr. Ed Hickey, Environmental Scientist, DWQ
Mr. Bart Kettle, Operations – Petroleum Specialist, DOGM

**GRAND COUNTY
COUNTY COUNCIL MEETING
FEBRUARY 16, 2016**

Agenda Item:P

TITLE:	Approving Proposed License Agreement with VendMoab for Vending Concessions at Canyonlands Field Airport
FISCAL IMPACT:	10% of sales generated by vending machine at Canyonlands Field
PRESENTER(S):	Judd Hill, Airport Manager

Prepared By:

Judd Hill
Airport Manager
Grand County
125 E Center St
Moab UT 84532
435-259-4849
jhill@grandcountyutah.net

RECOMMENDATION:

I move to approve the proposed license agreement for vending concessions with Braden Scow, d.b.a. VendMoab, from February 1, 2016 through February 28, 2017, pending legal review, and authorize the Chair to sign all associated documents.

BACKGROUND:

VendMoab has been providing vending services at the Canyonlands Field Airport since 2015. It is currently the sole-source of food or beverages available to the general public at the airport.

While vending machines have been at the airport for years, they were never under contract despite generating revenue while using floor space and utilities.

A new fee was adopted for 2016 to collect 10% of sales as a fee for vending and concessions at the airport; this is in line with other county facilities and airports throughout the state and country.

ATTACHMENT(S):

License Agreement between VendMoab and Grand County, UT.

FOR OFFICE USE ONLY:

Attorney Review:

In progress

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is entered into as of the **1st** day of **February, 2016**, by and between **Grand County** (“Licensor”), whose business address is **125 East Center St., Moab, Utah 84532**, and **VendMoab**, a Moab-based company (“Licensee”), whose business address is **PO Box 512, Moab, UT 84532**.

RECITAL

Licensor is the owner of a(n) **Airport** located at **110 W. Aviation Way** and commonly known as **Canyonlands Field** (the “Facility”).

Licensee is engaged in the business of vending machines.

Licensor wishes to make food and beverages available in the general public areas of the Airport Terminal (96 Aviation Way, Moab, UT 84532) and, to that end, wishes to have Licensee provide such vending services.

Licensor has offered to grant Licensee the right to occupy and use certain space in the Facility for the purpose of providing food and beverage vending service and Licensee is willing to accept such occupancy, subject to and in accordance with the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, it is agreed as follows:

1. **Definitions.** Whenever used in this Agreement the following terms shall have the meanings indicated thereafter:

- **Premises** That portion of the Facility to be occupied by Licensee, such portion being **Open Space** as shown on the drawing or plan attached as Exhibit “A” and containing approximately **16.0** square feet.
- **Term** The period of time during which Licensee may occupy the Premises, which Term shall begin on **February 1, 2016** (the “Commencement Date”) and end on **February 28, 2017** (the “Expiration Date”). This agreement will automatically renew for one year periods, unless terminated by either party upon 30 days written notice to the other.
- **License Fee** Pay a monthly fee of 10% of sales generated from the vending machine.
- **Trade Name** VendMoab

- Permitted Use Primarily for the sale of food and beverage via vending machine.
- Hours of Operation Licensee agrees to maintain products within machines throughout the year.

2. Licensee shall:

- (a) Pay the previous month's 10% airport fee on time by the 20th of the following month.
- (b) Keep and maintain the Premises, including any equipment installed therein or thereabout, neat, clean, free of debris and trash and to maintain Licensee's personal property in an attractive and clean condition, and comply with all rules and regulations generally applicable to occupants of the Facility now in effect or as hereinafter effected by Licensor;
- (c) Provide and keep in force during the Term, for the benefit of Licensor and any other persons or entities designated by Licensor, general liability insurance for injuries to any one person, for any one accident and for property damage. Licensee shall deliver certificates of such insurance to Licensor before occupying the Premises and installing any equipment. All such policies shall include a provision that Licensor shall receive at least thirty (30) days notice prior to material change or cancellation thereof. Except in the case of the willful or negligent act or omission of Licensor, its agent or employee, and subject to paragraph 12 hereof, Licensee agrees to indemnify, defend and hold Licensor harmless from and against any and all claims, damages, liabilities and expenses (including attorney's fees) brought or incurred because of any injury to person(s) or damage to property arising from the use, occupancy or control of the Premises by Licensee;
- (d) Use the Premises only for the Permitted Use and under Licensee's Trade Name; and
- (e) At the expiration or termination of the License, quit and surrender the Premises in the same condition as the date hereof, damage by casualty and reasonable wear and tear excepted, and Licensee shall remove its equipment and any other property therefrom and repair any damage caused by such removal. Any equipment or property not so removed at the expiration or termination date shall be deemed abandoned, but Licensee shall nonetheless remain liable for the cost of its removal.

3. Licensor shall:

(a) Permit Licensee and its agents, employees and invitees access to the Premises and the Facility throughout the Term and the right to use all of the common area associated with the Facility (e.g. rest rooms, sidewalks, access roads, parking areas, lounge and waiting areas) in the same manner as such areas are made available to and used by the employees and invitees of the Facility;

(b) Blank;

(c) Keep and maintain the Facility and the surrounding areas, including any equipment installed therein or thereabout, neat, clean, free of debris and trash and in good order and repair and in an attractive and clean condition, and uniformly enforce all rules and regulations generally applicable to occupants of the Facility now in effect or as hereinafter effected by Licensor; and

4. Alterations. Licensee will make no alterations or additions to the Premises without the written approval of Licensor, which approval will not be unreasonably withheld, conditioned or delayed.

5. Signs. Tenant shall not without the prior written approval of the County erect or display any sign on the Airport, or on the Premises. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters or similar devices.

Prior to erection, construction or placing of any sign on the Airport or upon the Premises, Tenant shall submit to County for approval, drawings, sketches, and dimensions of such signs which shall be in accordance with duly adopted Airport Sign Standards or any applicable standards in the County's Land Use Code. Any conditions, restrictions, or limitations with respect to the use thereof as stated by County in writing shall become conditions of this Lease.

6. Satellite Dish. Blank.

7. Liens. Licensee agrees not to suffer any mechanic's lien to be filed against the Premises or the Facility by reason of any work, labor, services or materials performed at or furnished to the Premises by or for Licensee.

8. Parking. Licensee shall have the right to use the gravel parking lot at the Facility for maintenance and service of machine(s).

9. Default. If Licensee fails to cure (or as to any failure which cannot reasonably be cured within ten (10) days, fails to commence and diligently pursue the cure of) any default in the payment of the License Fee or with respect to the performance of any of the terms, conditions or covenants of this Agreement within ten (10) days after written notice of such failure, then Licensor may, if it so elects, at any time thereafter terminate this Agreement

upon giving Licensee ten (10) days notice in writing, and this Agreement shall terminate on the date fixed in such notice as if such date were the date originally fixed in the Agreement for the expiration of the Term. Such right to terminate shall be in addition to any and all other rights and remedies available to Licensor at law or in equity.

10. Termination. This Agreement may be terminated by either Licensor or Licensee by giving written notice of such termination to the other party. Such notice must state the effective date of such termination, which effective date must, in the case of notice from Licensor, be at least **30** days following the date of the notice and, in the case of notice from Licensee to Licensor, at least **30** days following the date of the notice.
11. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail or registered mail, return receipt requested, postage paid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed, or on the date noted that the addressee has refused delivery. If intended for Licensor, the same shall be mailed to the address hereinabove set forth or such other address as Licensor may hereinafter designate by notice to Licensee, and if intended for Licensee, the same shall **be mailed to Licensee at PO Box 512., Moab, Utah, 84532, Attn: Braden Scow**, or to such other address or addresses as Licensee may hereinafter designate by notice to Licensor.
12. Release and Subrogation. Licensor and Licensee each waive any right to recover against the other for damage to the Facility or the Premises or any part thereof or any property thereon, but only to the extent that such damage is covered by insurance actually carried or required to be carried by either Licensor or Licensee. This provision is intended to waive fully, and for the benefit of each party, any rights and claims which might give rise to a right of subrogation in any insurance carrier.
13. Holding Over. In the event that Licensee or anyone claiming under Licensee shall continue occupancy of the Premises after the expiration of the Term without any agreement in writing between Licensor and Licensee with respect thereto, such occupancy shall not be deemed to extend or renew the Term, but such occupancy shall continue as a License from month to month upon the covenants, provisions and conditions herein contained and at the same License Fee, prorated and payable for the period of such occupancy.
14. Quiet Enjoyment. Licensor covenants and agrees with Licensee that upon Licensee paying the License Fee and observing and performing all of the terms, covenants and conditions on Licensee's part to be observed and performed hereunder (subject to applicable grace or cure periods), Licensee may peaceably and quietly have, hold, occupy and enjoy the Premises without hindrance or molestation from Licensor or any persons lawfully claiming through Licensor.
15. Waiver of Licensor's Lien. Licensor shall not have, and hereby expressly waives any lien that it might have, whether statutory or otherwise, in Licensee's personal property, fixtures, satellite dish antenna, inventory or stock-in-trade except for property abandoned per section 2 (e) of this agreement.

16. No Rights Conferred. Nothing in this Agreement shall be deemed to confer upon Licensor any right or interest in Licensee's Trade Name, trade dress, slogans, or other property or procedures of Licensee.
17. Agreement Binding. This written Agreement, together with the exhibits hereto, constitutes all the representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement and exhibits hereto. This Agreement may not be modified or amended except in writing signed by each of the parties. This Agreement shall bind and be for the benefit of Licensor and Licensee and their respective heirs, beneficiaries, successors and assigns.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the date first written above.

Licensor:
Grand County

Licensee:
Vend Moab,

By: _____
Elizabeth Tubbs

By: _____
Braden Scow

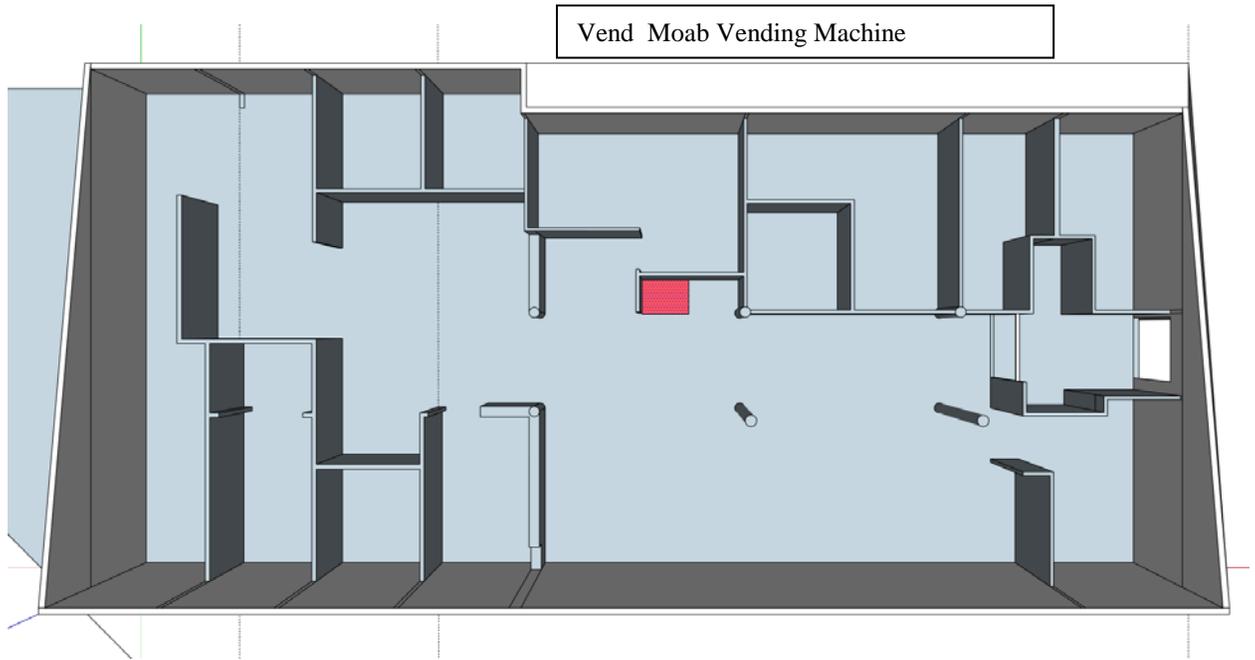
Its: **Grand County Council Chair**

Its: **Owner/Operator**

Witness

Witness

Exhibit "A"



Law Office of Dusten L. Heugly, PLLC
P.O Box 970098
Orem, UT 84097 USA

Ph:801-877-3260

Fax:801-931-2588

Gerald Reed
c/o Grand County Clerk
125 E Center Street
Moab, UT
84532 USA

February 1, 2016

Attention:

File #: 2014-420

Inv #: 546

RE: Juvenile matter in Grand County (appointed Counsel)

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jan-26-15	Melissa - prepared and sent out Child & Family Plan to client for review	0.45	0.00	BCS
Jan-28-15	Melissa - received call from court to reschedule hearing on 3/9 to 4/12 - sent Mary an email regarding that	0.75	0.00	BCS
Jan-30-15	Melissa - took 4 phone calls from the Court to reschedule 3/12 hearing to 4/9 - recalendared	0.50	0.00	BCS
Feb-05-15	Email Gerald a copy of the Motion and Order to continue the March 12 hearing to April 9, 2015 at 4:20.	0.25	31.25	MO
Feb-19-15	Discuss case with Melissa to follow up on the requirements for Gerald regarding the family plan.	0.20	25.00	MO
Mar-02-15	Telephone call with client regarding his ex-wife banniing him from entering the complex. There is no Review of in place.	0.50	125.00	DLH
Apr-02-15	Discussion with Dusten, email the child family plan to Gerald for review.	0.30	37.50	MO
Apr-06-15	Telephone call with Gerald regarding the child family plan and the hearing on Thursday. He has concerns and would like to speak with Dusten. Set up a telephone conference.	0.30	37.50	MO

Apr-09-15	Attendance at review hearing and telephone call with client prior to hearing.	0.75	187.50	DLH
	Review emails and telephone calls with client before hearing and review report from the Court.	0.50	125.00	DLH
	Telephone call to Grand County juvenile Court to get the number for Dusten to call in for the hearing today.	0.20	N/C	MO
Jul-02-15	Email a copy of the Court report to client.	0.25	31.25	MO
Jul-07-15	Telephone calls to Cas White, Heath Haacke and Mandi Torgerson to see if they would stipulate to Dusten appearing by phone.	0.50	62.50	MO
Jul-08-15	Review review emails from opposing counsels approving Dusten to call in by phone.	0.20	25.00	MO
	Brandon Stone- Trying to get a hold of client, reviewing court report, drafting ExParte Motion to Appear Telephonically, and filing same	1.70	187.00	BCS
Jul-09-15	Attendance at protective supervision hearing via telephone.	0.40	100.00	DLH
	Review email from the Court, copy and save the signed order to appear by telephone in the client's file, email to Brandon.	0.25	31.25	MO
	Communication w/ client re appearing telephonically and court report for hearing	0.20	22.00	BCS
Sep-21-15	Review Stipulated Motion to Continue October 1 hearing and proposed Order. Scan to file.	0.25	31.25	mpo
Oct-21-15	Prepare Motion and Order to Appear by phone, email to opposing counsel, efile with the Court, telephone calls to opposing counsel to stipulate.	1.00	125.00	mpo
Oct-22-15	Review report, telephone attendance at Review Hearing in moab.	0.50	112.50	DLH
	Efile the Motion and Order to appear by telephone, get assistance from the Court, print, save and email the Court report to Dusten.	0.50	62.50	mpo

Oct-28-15	Review CARE for information regarding the hearing on October 22, save copy of the Order to file, calendar court date of January 21 @3:40 in grand County.	0.50	62.50	mpo
Oct-29-15	Email copy of the Order from the October 22, 2015 to client.	0.30	37.50	mpo
Jan-12-16	Telephone call with Diane, telephone call with Mandie Torgerson, Cas White and Heath haacke for stipulation for Dusten to appear by phone at the 1-21 hearing. Prepare Motion and Order to Appear by Telephone.	0.75	93.75	mpo
Jan-13-16	Telephone call to Cas White regarding the Motion to appear by phone. She does not have an objection. Telephone call and email to Heath Haacke but no response. Received response from Mr. Haacke, efiled Motion and Order in Juvenile Court.	0.75	93.75	mpo
Jan-14-16	Review signed Order Granting appearance by Telephone, email to opposing counsel and client, email to Dusten, save to file.	0.50	62.50	mpo
Jan-21-16	Review court report, attend hearing, telephone calls with client, review messages.	1.50	375.00	DLH

Totals	14.75	\$2,084.00
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Total Fee & Disbursements	\$2,084.00
Previous Balance	2,279.75
Previous Payments	2,279.25
Balance Now Due	\$2,084.50

TAX ID Number 46-4960360

PAYMENT DETAILS

Feb-02-15	My Fee Herein	2,279.25
Total Payments		\$2,279.25

Law Office of Dusten L. Heugly, PLLC

P.O Box 970098
Orem, UT 84097 USA

Ph:801-877-3260

Fax:801-931-2588

John Wyatt
UT
USA

February 1, 2016

Attention:

File #: 2014-436

Inv #: 544

RE: Juvenile matter- Court appointed

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Sep-04-15	Prepare correspondence and billing statement. Email same to grand County Clerk for payment.	0.75	N/C	MO
Oct-21-15	Prepare Motion and Order to Appear by phone, email to opposing counsel, telephone call s to opposing counsel to stipulate.	1.00	125.00	mpo
Oct-22-15	Review report, telephone attendance at Review hearing in moab.	0.50	112.50	DLH
	Efile the Motion and Order to appear by telephone at today's hearing, get assistance from the Court, print, save and email the Court report to Dusten.	0.50	62.50	mpo
Oct-28-15	Review CARE for information regarding the hearing on october 22, save Order to file and calendar date of January 21, 2016 at 1:40 in Grand County.	0.50	62.50	mpo
Oct-29-15	Email a copy of the October 22, 2015 Order to the Client.	0.30	37.50	mpo
Nov-04-15	Telephone call with John Wyatt. He wants to know the status of the case, set up telephone conference with Dusten at 3:30 today.	0.25	31.25	mpo
Jan-12-16	Telephone call with Diane, telephone call with Mandie Torgerson, Cas White and Heath	0.75	93.75	mpo

haacke for stipulation for Dusten to appear by phone at the 1-21 hearing. Prepare Motion and Order to Appear by Telephone.

Jan-13-16	Telephone call to Cas White regarding the Motion to appear by phone. She does not have an objection. Telephone call and email to Heath Haacke but no response. Received response from Heath Haacke, efiled Motion and Order in Juvenile court.	0.75	93.75	mpo
Jan-14-16	Review signed Order Granting appearance by Telephone, email to opposing counsel and client, email to Dusten, save to file.	0.50	62.50	mpo
Jan-21-16	Review Court report, telephone calls with client, attend hearing including wait time.	2.50	562.50	DLH
Jan-26-16	Review email from Dusten, save Review and Order to file, email a copy of the Order to client.	0.25	31.25	mpo

Totals	8.55	<u>\$1,275.00</u>
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Total Fee & Disbursements	\$1,275.00
Previous Balance	743.75
Previous Payments	743.75
Balance Now Due	<u>\$1,275.00</u>

TAX ID Number 46-4960360

PAYMENT DETAILS

Sep-15-15	My Fee Herein - clients John Wyatt	743.75
Total Payments		<u>\$743.75</u>

CONSENT AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
FEBRUARY 16, 2016

Consent Agenda Item: R-V

TITLE:	<p>R. Approving Proposed Letter to U.S. Congress Emphasizing Need for Re-federalization of Transportation Security Administration (TSA) Screening Services at Canyonlands Field Airport</p> <p>S. Approving Proposed One Month Office Lease Agreement for Mesquite Electric at Canyonlands Field Airport</p> <p>T. Approving Proposed Cooperative Law Enforcement Agreement between the Grand County sheriff's Office and the United States Department of Agriculture (USDA), Forest Service and Manti-La Sal Forest</p> <p>U. Approving Retail Beer License for Outerbike – Consumer Bike Demo to be Held at Bar M Trailhead April 1-3, 2016</p> <p>V. Adopting Proposed Resolution to Repeal Resolution 2883, Board of Adjustment Bylaws</p>
FISCAL IMPACT:	See Corresponding Agenda Summary, if any
PRESENTER(S):	None

Prepared By:

Bryony Chamberlain
Council Office Coordinator
435-259-1346
bchamberlain@grandcountyutah.net

RECOMMENDATION:

I move to adopt the consent agenda as presented and authorize the Chair to sign all associated documents.

BACKGROUND:

See corresponding agenda summary, if any, and related attachments.

FOR OFFICE USE ONLY:

Attorney Review:
N/A

ATTACHMENT(S):

See corresponding agenda summary, if any, and related attachments.



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

February 16, 2016

Title Name
Address
Address
Address

Re: Support of the re-federalization of T.S.A. screening at Canyonlands Field Airport - Moab

Dear Title Name,

Grand County Council would like to take this opportunity to request your support in helping us regain TSA screening at Canyonlands Field Airport. The presence of TSA screening services at Grand County's airport is essential for efficient transportation to and from Southeastern Utah, and its absence will have a significant negative impact on the ease of travel and every aspect of the economy in our region of the state.

As you are aware, commercial aviation has gone through drastic changes over the last two years as the result of new federal regulations regarding the minimum qualifications of pilots, specifically the minimum number of flight hours increasing three-fold. With the implementation of the new regulations, we lost our commercial service provided by SkyWest Airlines in April 2015 because they stopped using 30-seat aircraft that could serve our airport and switched to larger commuter jets; our airport cannot yet accommodate this size aircraft. In response to the need for a larger runway, we as a county have been working extensively with both the FAA and the State of Utah to upgrade our airport infrastructure so that we can be serviced by commuter jets. We have received, and are hoping to receive, a total of over \$10,000,000 from the federal government through FAA discretionary funding to upgrade our runway in the coming year.

Despite the overwhelming support from the FAA and the State of Utah for our expansion, we were defederalized by the TSA; the replacement airline that received the Essential Air Service (EAS) contract never initiated service after SkyWest terminated flights in April 2015. A new EAS contract has been issued by the U.S. DOT for Boutique Air to provide daily flights to and from both Salt Lake City and Denver, and we expect to have this service begin in the coming weeks. However despite flights resuming, TSA has indicated that they may not return to our community; the same situation is, or already has, occurred at a number of airports throughout the western US and in Utah.

We will be formally requesting the refederalization of the airport by TSA as soon as we receive the final daily schedule from Boutique Air. We feel that our chances of approval will be greatly increased with support from our federal representatives. Thank you for your time and consideration.

Sincerely,

Elizabeth A. Tubbs, Chair
Grand County Council

List of Congressional Representatives to submit a letter supporting the Transportation Security Administration (TSA)

The Honorable Orrin Hatch
United States Senate
104 Hart Office Building
Washington, DC 20510

The Honorable Mike Lee
United States Senate
316 Hart Office Building
Washington, DC 20510

Congressman Rob Bishop
United States House of Representatives
123 Cannon House Office Building
Washington, DC 20515

Congressman Jason Chaffetz
United States House of Representatives
2236 Rayburn House Office Building
Washington, DC 20515

Congresswoman Mia Love
United States House of Representatives
217 Cannon House Office Building
Washington, DC 20515

Congressman Chris Stewart
United States House of Representatives
323 Cannon House Office Building
Washington, DC 20515

GRAND COUNTY
COUNTY COUNCIL MEETING
FEBRUARY 16, 2016

Agenda Item:S

TITLE:	Approving Proposed One Month Office Lease Agreement for Mesquite Electric at Canyonlands Field Airport
FISCAL IMPACT:	\$300.00 revenue
PRESENTER(S):	Judd Hill, Airport Manager

Prepared By:

Judd Hill
Airport Manager
Grand County
125 E Center St
Moab UT 84532
435-259-4849
jhill@grandcountyutah.net

RECOMMENDATION:

I move to enter into a one month office lease agreement with Mesquite Electric for space at Canyonlands Field and authorize the Chair to sign associated documents.

BACKGROUND:

Mesquite Electric was awarded the contract for replacing the taxiway lighting system at Canyonlands Field Airport. This project is overseen by Armstrong Consultants, the County's engineer of record for the airport.

FOR OFFICE USE ONLY:

Attorney Review:

None Requested
(Boilerplate)

As part of this project, Armstrong will have personnel onsite for the duration of the project to ensure compliance with the project specifications and Federal grant assurances. The office space described in this contract will be occupied by Armstrong Consultant personnel, but will be paid for by Mesquite Electric.

ATTACHMENT(S):

Proposed Lease Agreement

Office Lease Agreement at Canyonlands Field between *Grand County* and Mesquite Electric

This Agreement, made and entered into as of **February 11th, 2016**, by and between **Grand County**, herein after referred to as "**County**" and **Mesquite Electric, Robert Anderson owner**, hereinafter referred to as "**Tenant**".

WITNESSETH. County hereby leases and lets to Tenant and Tenant hereby rents from County the premises (hereinafter referred to as "Premises") located on Canyonlands Field, hereinafter referred to as "Airport", consisting of **60** square feet, in the location more or less as described in Exhibit "A" attached hereto.

1. TERM

The term of this lease shall be for **1** month commencing on **February 11st, 2016**, and shall expire at midnight **March 11st, 2016**.

2. RENT

(A) Tenant agrees to pay County during the term of this lease a monthly rent of **\$300**, Payable in advance. Rent is based upon **60.5/ft** of leased space at the rate of **\$4.25**sq./ft./mo., and **\$42.16** for water and sewage. The rental installment for any fractional month shall be prorated. Tenant shall have exclusive use of the parcel particularly described on **Exhibit "A"**, in the passenger terminal building located at **94 W. Aviation Way, Moab UT 84532**. Rent to be remitted to: **County Clerk, 125 East Center, Moab, Utah 84532**.

(B) Without waiving any other right of action available to County in the event of default in payment of fees hereunder, in the event that Tenant is delinquent for a period of thirty (30) days or more in paying to County any fees payable to County pursuant to this Agreement, Tenant agrees to pay County a late charge equal to ten percent (10%) of the total said delinquent fee. Any payments past due more than sixty (60) days shall also have interest added thereon at the rate of twenty percent (20%) per annum.

3. USES AND PRIVILEGES OF TENANT

County hereby grants to the Tenant the following uses and privileges.

(A) Tenant agrees that this lease is granted and limited to the Tenant for the purpose in connection with the business of a FAA part 91 or 135 commercial flight service. *Major* repairs and maintenance to Tenants aircraft, vehicles and equipment are *not* allowed. Aircraft, vehicle and equipment maintenance is strictly limited to typical and customary cleaning, and the replenishment of fluids. Tenant agrees to use the premises leased for the use and benefit of the public and to furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not

unjustly discriminatory prices for each unit or service. Tenant is allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

(B) The general use, in common with others authorized so to do, of all public airport facilities and improvements which are now or may hereinafter be connected with or appurtenant to said Airport, except as hereinafter provided. As used herein, the term "Public Airport Facilities" shall include, but not necessarily be limited to, approach areas, runways, taxiways, public aprons, aircraft and automobile parking areas, terminal facilities, or other public facilities appurtenant to said Airport.

(C) The right to ingress to and egress from the Premises over and across public roadways serving the Airport for Tenant, its employees, representatives, agents, patrons, guests and suppliers, subject to such nondiscriminatory and lawful ordinances, rules and regulations as now or may hereafter have application at the Airport.

It is understood and agreed that the County hereby retains the right of ingress and egress over, through and across the Premises to provide access to the property at any time.

(D) It is understood that Tenant hereby agrees to meet any minimum standards that County may from time to time adopt or amend and that this Lease is subordinate to such standards.

4. SIGNS

Tenant shall not without the prior written approval of the County erect or display any sign on the Airport, or on the Premises. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters or similar devices.

Prior to erection, construction or placing of any sign on the Airport or upon the Premises, Tenant shall submit to County for approval, drawings, sketches, and dimensions of such signs which shall be in accordance with duly adopted Airport Sign Standards or any applicable standards in the County's Land Use Code. Any conditions, restrictions, or limitations with respect to the use thereof as stated by County in writing shall become conditions of this Lease.

5. IMPROVEMENTS

No construction, alteration or improvement to any building, public or private, to include leased Premises shall be allowed without prior written approval by Grand County.

All construction, alterations or improvements must comply with all Grand County ordinances and meet current building codes.

Any improvements to County owned properties or Premises shall become property of Grand County at the termination of this lease.

6. TAXES AND LICENSES

Tenant shall pay on or before the last date on which payment therefore may be made without penalty or interest and regardless of whether Grand County is a part thereto, all taxes, assessments, licenses and charges levied against Tenant's personal property, and all licenses and permits necessary for Tenant's operations under Federal or State statutes or local ordinances, insofar as they are applicable to operations at Canyonlands Field (hereinafter called "impositions"). Tenant may protest by appropriate proceedings in good faith and at its expense, the existence, amount, or validity thereof or the extent of Tenant's liability therefore. County shall not have the right to pay any such imposition thereby contested. Tenant agrees to indemnify County and hold County harmless from any and all losses, judgments, decrees, costs, (including reasonable attorney's fees), claims or demands for payment of such impositions or arising from Tenant's contest thereof.

7. NET LEASE

This Lease shall be without cost to County for the maintenance or operation of Premises. Tenant represents that Tenant has inspected the Airport, all its premises and facilities and that Tenant accepts the condition of same and fully assumes all risks incident to the use thereof. It shall be the sole responsibility of Tenant to develop, maintain, repair and operate the entirety of the Premises and all improvements and facilities thereon at Tenant's sole cost and expenses.

8. REPAIR AND MAINTENANCE

Tenant shall not permit rubbish, debris waste material or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly. Tenant agrees to maintain the leased area in a way that will reflect positively on the overall appearance of the passenger terminal or any space identified herein. It shall be the sole responsibility of the Tenant to provide routine or scheduled janitorial services and operate the premises at the Tenants sole cost and expense. The Tenant is responsible for any major repairs or capital expenditure over \$100 per incident on the premises resulting from actions of the Tenant. Tenant expressly waives the right to make repairs at the expense of the County provided for in any statute or law now in effect or hereafter enacted.

If Tenant fails to make any repairs or do any work required of it under the terms of this lease within thirty (30) days after written notice of the need therefore has been given by the County to Tenant, the County may cause to be performed such work for the account and at the expense of Tenant. All sums so expended by County, together with twenty (20%) percent of cost for administration, shall be paid by Tenant on demand.

9. UTILITIES

County agrees to pay all charges for electricity, propane gas. Water, sewer and trash will be charged according to the Grand County Consolidated Fee Schedule. Trash removal from the leased space will be performed by the Tenant and placed in the waste receptacle provided by the County. The use of supplemental heating or cooling devices is prohibited. Lighting in areas of the premises not occupied for longer than 30 minutes shall be turned off.

10. FIRE EXTINGUISHERS

It is understood and agreed that Tenant will at its own expense install and maintain fire extinguishers as required by federal, state, and local laws. Said fire extinguishers shall meet all applicable requirements, and shall be of such number and capacity as to adequately safeguard the Premises against fire hazards.

11. INDEMNIFICATION

County, its officers, representatives, agents and employees shall not be responsible or liable for, and Tenant agrees to indemnify, release and defend County, its officers, representatives, agents and employees from all claims, damages, expenses, liabilities and judgments, (a) for injury to persons, loss of life or damage to property occurring on the Premises (including property and officers, employees and agents of County);(b) arising from Tenant's operations pursuant to this Agreement; (c) for workers compensation claims; and (d) for acts and omissions of Tenant's officers, employees, representatives, agents, servants, invitees, patrons, customers, subtenants contractors, subcontractors, successors, assigns, suppliers, and all other persons doing business with Tenant (excluding County, its officers, employees, representatives, and agents). Tenant shall not be liable for damage or injury occasioned by the negligence of the County, its designated agents, servants or employees. Tenant's liability under this paragraph shall be reduced by the proceeds from any insurance carried by Tenant to the extent that such proceeds are applied toward payment of such claims, damages, expenses, liabilities and judgments.

12. LIABILITY INSURANCE

Tenant agrees to maintain insurance covering its Facility on the Airport against claims of bodily injury liability and property damage liability. Said insurance shall have limits of no less than \$300,000.00 per person, \$2,000,000.00 per occurrence and \$1,000,000.00 property damage. County shall be named as additional insured. Such insurance shall contain a provision that it may not be cancelled or materially changed or altered to adversely affect the interests of the additional insured (except to increase the limits or broaden the coverage) without first giving thirty (30) days prior written notice to County.

13. OBLIGATIONS OF COUNTY

(A) Clear Title. County covenants and agrees that at the granting and delivery of this Agreement it is well seized of the Premises and has good title thereto, free and clear of all

liens and encumbrances having priority over this Lease, and that County has full right and authority to lease the same. County agrees that Tenant, upon paying the fees and performing the other covenants of this Agreement to be performed by Tenant, shall peaceably and quietly have, hold and enjoy the Premises for the full term of the Agreement and as the same may be extended as hereinafter provided.

(B) Operation as Public Airport. County or its successor covenants that it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances Agreement given by County to the United States Government under the Federal Airport and Airway Development Act.

(C) Operation of Building Systems. County or its appointed agent shall be the sole operator of building heating, cooling, water and electrical systems. Wintertime heating system shall be set so as to maintain a temperature range of 66 F to 72 F. Summertime cooling system shall be set so as to maintain a temperature range of 74 F to 78 F. All temperature measurements shall be made only at the location of a central thermostat. County assumes no responsibility for building temperatures outside the stated ranges in the event of system failures.

(D) Maintenance of Airport. County reserves the right to develop, improve, and maintain all public areas and facilities as County shall see fit. County shall, throughout the term hereof, maintain all public areas and facilities, such as access roads on the Airport, providing access in good and adequate condition for use by cars and trucks, and shall maintain clear and uninterrupted access to the parking area over said access areas and roads at all time; provided, however, County may, at any time, temporarily or permanently close, any roadway or right of way for such access, ingress or egress whether inside or outside the terminal building, or any other area at Airport, in its environs presently or hereafter used as such, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided, and not adverse to Tenant's continued use and enjoyment of the Premises is substituted therefore and is concurrently made available therefore. Tenant understands and agrees that there may be inconveniences caused by construction or renovations of buildings and roadways, and Tenant hereby releases and discharges County from any and all claims, demands or causes of action which Tenant now or any time hereinafter may have against County arising or alleged to arise out of the closing of any right of way or other area used as such whether within or without Airport. If Tenant shall damage any facility of the Airport, including but not limited to hangars, buildings, runways, taxiways, roads, utility extensions, lighting, signs, towers, signs or any other similar facility, Tenant shall be obligated to repair at its expense or to pay the necessary and reasonable cost of repairs to County without regard to whether or not said damage is caused by negligence on the part of Tenant.

14. COUNTY'S RESPONSIBILITY TO TENANT'S PROPERTY

It is further understood and agreed that the County assumes no responsibility for damage or loss that may occur to Tenant's property on Premises, and the only obligation the

County assumes is that it will not negligently or willfully and intentionally damage the property of the Tenant.

15. DAMAGE OR DESTRUCTION

If any portion of the structure on the Premises or the appurtenances thereto shall be damaged or destroyed by a fire or any other cause, and this Lease is not terminated as hereinafter provided, County may remove the debris and restore the structure to a complete architectural unit. Should such damage or destruction (a) exceed \$10,000.00 or (b) result from a cause not covered under standard extended coverage insurance, Tenant may, not later than sixty (60) days after the date of such damage or destruction, elect to terminate this Lease by giving notice to County, such termination to be effective not later than one hundred and twenty (120) days after the date of such damage or destruction. If this lease is not so terminated, it shall continue and Tenant shall not be entitled to any reduction of abatement of rent.

16. RELOCATION OF PREMISES

County may, to conform to the Master Plan for Canyonlands Field, at its option, relocate the Premises covered by this Lease to another part of the Airport upon sixty (60) days written notice to Tenant, at any time during the term of this Agreement; provided that such right to relocate shall not treat Tenant less favorably than other tenants of County similarly situated. At the time of such relocation, County shall purchase from Tenant at fair market value as determined by appraisal performed by a local appraiser acceptable to both Tenant and County, all fixed improvements on the Lease hold. In the event that the Premises is relocated, County shall provide Tenant with a similarly sized leased space, in a location generally comparable with adequate access to airplanes, motor vehicles and pedestrians to and from the new structures, runways, taxiways, and from adjacent streets and sidewalks, and ready for Tenant's occupancy on or before that date Tenant surrenders possession of the premises. In such event, the new structure and apron shall be the property of and title shall be vested in the County and the rental shall be renegotiated and a new lease shall be interred into. If County and Tenant cannot reach agreement on a new lease, either party may terminate this lease and such negotiations by notice to the other party.

County shall also have the right upon (60) days prior written notice to Tenant, at any time during the term of this Lease or as the same may be extended, to make such minor alterations of the parking area as are reasonable, provided that (a) County shall not treat Tenant less favorably than other tenants of County similarly situated, (b) such alterations shall be at no cost to Tenant, (c) no such alterations shall deprive Tenant of any portion of the Premises or any rights of use thereof as granted by this Lease. Upon such alterations, County agrees to furnish Tenant with a new plot plan and legal description and the rent under this Lease shall be reduced according to the extent Tenant is deprived of the use or benefit of any portion of the Premises or of any rights under this Lease.

17. DEFAULT

If any one or more of the following events (herein called default) shall happen and be continuing, namely; (a) Tenant shall fail to pay any fee or other sum of money to County when same is due and such failure continues for sixty (60) days after County has given Tenant written notice specifying the amount due; (b) Tenant shall file a voluntary petition in bankruptcy or a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Code or Tenant shall make an assignment for the benefit of creditors; (c) an involuntary petition in bankruptcy against Tenant or petition or answer made by a person other than Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Code is filed, or if a receiver is appointed having jurisdiction of the business property or assets of Tenant on the Premises; (d) if Tenant shall abandon or vacate the Premises and fail to make payment of rent herein under for a period of sixty (60) days after receipt of written notice from County, and, in any of such event, if Tenant shall not properly commence and expeditiously pursue action to dismiss any such involuntary petition or answer or to vacate such receivership, or, if after diligently exhausting Tenant's remedies, such petition shall not be dismissed or the receivership vacated, then, in any of such events, County shall have the immediate right to expel Tenant or any person, or persons occupying the same, with or without legal process, and in any such event, Tenant agrees to peaceably and quietly yield up and surrender the Premises to County provided, however, that if a default occurs under subparagraph "(a)" above and there is a bona fide dispute as to the existence of such default (which shall not include a dispute over payment of rent except under conditions of abatement or reduction of utility fees due County) and all undisputed amounts are paid, said sixty (60) day period specified in subparagraph "(a)" shall not commence to run until such dispute is settled by final court decree, or mutual agreement.

18. CANCELLATION BY TENANT

This Lease shall be subject to cancellation by Tenant after the happening of one or more of the following events:

- (A) The permanent abandonment of the Airport for general aviation.
- (B) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict Tenant for a period of at least ninety (90) days from operating thereon.
- (C) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport.
- (D) The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such default for

a period of thirty (30) days after receipt from Tenant of written notice to remedy the same. If the nature of the default is such that it cannot be cured within thirty (30) days, County shall be deemed to have cured such default if it, or its nominee, shall, within such thirty (30) day period, commence performance to cure default and thereafter diligently prosecute the same to completion.

(E) Tenant may exercise such right of termination by written notice to County at any time after the lapse of the applicable periods of time and this Agreement shall terminate as of that date. Fees due herein under shall be payable only to the date of said termination.

19. RIGHTS UPON TERMINATION

If applicable, upon termination of this lease for any reason, including expiration of the full term of said lease, and any extensions or renewal, County may require Tenant to remove any structures Tenant has title to from premises. Said removal shall occur at Tennant's expense and shall be complete, including the capping of all utility services as prescribed by County at time of removal. Removal shall be complete and acceptable to County within four (4) months from the date of termination of this lease. If Tenant elects to remove said structure as per this paragraph, such removal shall not commence until the Tennant posts a bond with County in an amount to be mutually agreed upon, but in any case sufficient to indemnify County against any costs that might be incurred by County if Tennant shall for any reason fail to complete the removal of said structure and the cleanup of premises within four (4) months of said termination of lease.

20. TERMINATION BY COUNTY

This lease agreement shall be subject to cancellation by the county in the event of any or more of the following:

(A) Failure to Pay. The Tenant fails to pay the fees and charges or to make any other payments required hereunder when due to the County and failure of the Tenant to remedy such breach for a period of ten (10) days after receipt from the County of written notice to remedy the same.

(B) Loss of License or Permit. The happening of any act or event, which results in the revocation of the right, power, license, permit, and authority necessary for the conduct and operation of the business, authorized herein for a period of thirty (30) days or more.

(C) Breach. The breach by the Tenant in the performance of any covenant or agreement herein required to be performed by the Tenant and failure of the Tenant to remedy such breach for a period of more than thirty (30) days after receipt from the County of written notice to remedy the same.

(D) Transferring of Interest. The transfer of the Tenants interest in this agreement without the prior written approval of the County is prohibited.

(E) Criminal Activity. Lease shall become null and void in the event the Tenant engages in or commits any criminal acts against persons or property located on the premises.

(E) Legal Issues. Tenant becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States, or of any state law, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property or its property located within the Tenants premises.

The levy of any attachment or execution, or the appointment of any receiver, or the execution of any other process of any court of competent jurisdiction which is not vacated, dismissed, or set aside within a period of ninety (90) days and which does, or as a direct consequence of such process will, interfere with Tenants use of the leased premises or with its operations under this lease agreement;

By order or decree of court, Tenant is adjudged bankrupt, or an order is made approving a petition filed by any of the creditors of Tenant seeking reorganization or readjustment of its indebtedness under the federal bankruptcy laws, or under any law or statute of the United States, or any state thereof.

By pursuant to, or under authority of, any legislative act, resolution, or rule, order or decree of any court, governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator takes possession or control of all or substantially all of the property of Tenant, and such possession or control continues in effect for a period of ninety (90) days. Any lien is filed against the leased premises because of any act or omission of Tenant and such lien is not removed, enjoined, or a bond for satisfaction of such lien is not posted within sixty (60) days.

21. ADMINISTRATIVE AND COMPLIANCE REQUIREMENTS

(A) Accounts. The tenant shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this lease.

(B) Reports. Tenant will report to the County monthly, the number of passengers enplaned and the number of landings for the preceding month. Reports will be due to the County before the 1st Monday of every month.

Passenger enplanements for operations falling under FAA parts 121 or 135 will be reported to the FAA on applicable forms FAA Form T100 or FAA Form 1800-31 (1-13) and sent to the following address;

Federal Aviation Administration
Office of Airport Planning & Programming, APP-400
800 Independence Ave, SW
Washington DC 20591
Email: Sharon.glasgow@faa.gov or luis.loarte@faa.gov
Tel: (202) 267-8739
Fax: (202) 267-5257

(C) Audit and Inspection. At any time during normal business hours and as frequently as deemed necessary, the Tenant shall make available to the County or their agents for their examination, all of its records pertaining to all matters covered by this lease and permit these agencies to audit, examine, make excerpts, or transcripts from such records, contracts, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this lease.

(D) Retention of Records. All records in the possession of the Tenant pertaining to this lease shall be retained by the Tenant for a period of three (3) years beginning with the date upon which this lease is issued. All records shall be retained beyond the three-year period if audit findings have not resolved within that period or if other disputes have not been resolved.

(E) Civil Rights Provision, Discrimination in Employment. The Tenant shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, or physical or mental disability. The County should take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include but may not be limited to the following: employment, upgrading, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Tenant agrees to post notices setting forth the provisions of the non-discrimination clause in conspicuous places so as to be available to employees.

(F) Federal and State Labor Laws. The Tenant shall be required to meet and maintain all applicable Federal and/or Utah state labor laws, which include but are not limited to; EEOC, Federal Minimum Wage, OSHA, FMLA, USERRA, Employee Polygraph Protection Act, Workers Compensation, and Unemployment Insurance.

(G) That in the event of failure to correct any breach of any of the non-discrimination covenants pursuant to part 21 of the Regulations of the Office of the Secretary of Transportation, County shall have the right to terminate this lease and to re-enter and repossess said leased space and the facilities thereon and hold the same as if said lease had never been made or issued.

22. SPONSOR'S ASSURANCES

This Lease shall be subordinate to the provisions of any existing or future agreements between County and the United States Government, relative to the operation and maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of Federal funds for the development of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving Federal funds and provided that County agrees to give Tenant written notice in advance of execution of such agreements of any provisions which will modify the terms of this Lease.

23. RIGHT OF FLIGHT

Tenant understands and agrees that County reserves the right of flight for the passage of aircraft above the surface of the Premises herein under in accordance with Federal Aviation Administration criteria, and such right of flight shall include the right to cause in such airspace such noises as may be inherent to the operation of aircraft now known or hereinafter used for navigation of or flight in the air; and that County reserves the right to use such airspace for landing at, taking off from or operating aircraft on or over said Airport.

24. NOTICE AND PLACE FOR PAYMENT OF FEES

Any notice or demand of any kind which County may be required to serve on Tenant under terms of this Lease, may be served upon Tenant (as an alternative to personal service upon Tenant) by mailing a copy thereof by certified or registered mail, return receipt requested, addressed to:

Address: Mesquite Electric, LLC.
Attn: Robert Anderson
PO Box 2355
Mesquite, NV 89024
Phone: 702-289-7647
E-mail: robert@mesquiteelectric.com

Or at any other such place as Tenant may designate to County in writing. Any notice or demand of any kind which Tenant may be required or desire to serve upon County under terms of this Lease, may be served upon County (as an alternative to personal service upon County) by mailing a copy thereof by certified or registered mail, return receipt requested, addressed to:

Grand County Clerks/Auditor
125 East Center St
Moab, Utah 84532

Or at any other such place as County may designate to Tenant in writing. Fees shall be paid to County at the address set forth in this Article 2. No successor to County's interest shall be entitled to receive Fee payments until Tenant shall have been furnished with (a) a letter signed by the grantor of such interest setting forth the name and address of the person entitled to receive such rent; and (b) a photo static copy of the deed or other instrument by which such interest passed.

25. COUNTY'S RIGHT TO INSPECT

Tenant agrees that County or authorized designee may inspect the premises at any reasonable time with respect to fire prevention and to ensure compliance with all sections of this lease. For this purpose, Tenant agrees to furnish designated County representative with access to Tenant's hangar, facility, office or any other space on the leased Premises, and upon notice from County, correct any condition which constitutes a fire or health hazard or unauthorized use of the Premises.

26. HOLDING OVER

In the event Tenant shall hold over and remain in possession of the Premises after the expiration of the Lease, without any written renewal thereof, such holding over shall not operate as a renewal or extension of this Lease but shall only create a tenancy from month to month, which may be terminated at any time by County.

27. COMPLIANCE WITH LAWS

Tenant agrees to abide by and conform to all of the Airport Minimum Standards, Airport Rules & Regulations, County policies, County ordinances, and actions by the Grand County Council, County and State and Federal Laws and regulations pertaining to operations and activities of Tenant at or upon the Canyonlands Airport whether now in effect or hereinafter enacted. County agrees that such rules, regulations, ordinances and actions will not treat Tenant less favorably than those similarly situated as Tenant at the Canyonlands Airport. Tenant agrees that if it fails to correct violations of any such airport rules and regulations, minimum standards, County policies, County Ordinances, actions by the County Council, State or Federal laws pertaining to Airport fire, health and safety within a reasonable time after actual notice of violation thereof from County, County may, in addition to any other remedies provided by law, statute or in equity, after reasonable time and notice, cause such violations to be cured for the account and at the expense of Tenant, and all sums so expended by County together with twenty (20%) percent for cost of administration shall be paid by Tenant on demand or cause this Lease to be cancelled.

28. ASSIGNMENT AND SUBLETTING

The Tenant shall not assign, transfer, sublet, pledge, hypothecate, surrender or otherwise encumber or dispose of this Lease or any estate created by this Lease or any interest in any portion of the same, or permit any other person, or persons, company or corporation

to occupy the Premises without the written consent of the County being first obtained and such must be made subject to the terms and conditions of this Lease. Such written consent shall not be unreasonably withheld.

29. RENEWAL OPTION

Tenant has the option to renew this Lease for a 1 year term under the same conditions by giving notice in writing to County no less than thirty days prior to the expiration of the first term. In the event that the Tenant is in default or breach of this lease the County may deny such request.

30. COSTS AND ATTORNEYS' FEES

The parties agree that in the event of default, the defaulting party agrees to pay all reasonable costs and attorney's fees and expenses in enforcing the Lease. Any action commenced concerning the provisions of this Lease shall be in Grand County, Utah.

31. MISCELLANEOUS PROVISIONS

The various rights and remedies herein contained and reserved to each of the parties, shall not be considered as exclusive of any other right or remedy of such party but shall be construed as cumulative and shall be in addition to every other remedy now or hereinafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall be construed as a waiver of any default or nonperformance or as acquiescence therein.

Nothing herein contained nor any acts of the parties hereto shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that the relationship between the parties hereto is that of landlord and tenant.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, as amended.

The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles and sections. When required by the context, the singular shall include the plural and the neuter gender shall include the feminine and masculine genders and shall include a corporation, firm or association.

All negotiations and oral agreements acceptable to both parties have been incorporated herein. This Lease may not be amended or modified by any act or conduct of any of the parties or by any oral agreement which is not reduced to writing.

This agreement has been made in and shall be construed in with the laws of the State of Utah.

All rights and obligations of the parties under this Lease shall bind and the benefits shall inure to their respective heirs, representatives, successors and assigns.

Witness the hands of the parties the day and year first above set forth.

ATTEST:

Robert Anderson d.b.a. Mesquite Electric,(owner) Date

ATTEST:

Elizabeth Tubbs, (County Council Chair) Date

ATTEST:

Diana Carroll, (County Clerk Auditor) Date

EXHIBIT "A" DESCRIPTION OF LEASE AREA

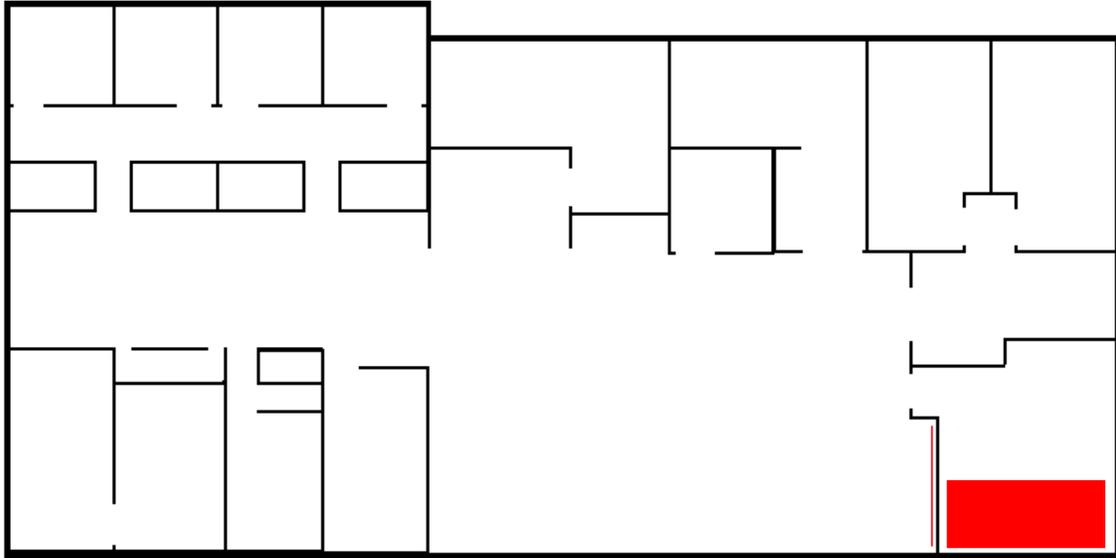


Exhibit "A" Terminal Lease:

FS Agreement No. 16-LE-11041000-002
Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
GRAND COUNTY SHERIFF'S OFFICE
And The
USDA, FOREST SERVICE
MANTI - LA SAL NATIONAL FOREST

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the Grand County Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Manti - La Sal National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System Lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and the Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Grand County Cooperative Law Enforcement

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. THE COOPERATOR SHALL:

- A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of the Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.



- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV.J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.



III. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.
- B. Reimburse the Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest Service payments. *See related Provisions II-H and IV-I.* The invoice should be forwarded as follows:

Submit original invoice(s) for

Send copy to:

payment to:

USDA, Forest Service
 Albuquerque Service Center
 Payments – Grants & Agreements
 101B Sun Avenue NE
 Albuquerque, NM 87109
 FAX: (877) 687-4894
 E-Mail: asc_ga@fs.fed.us

Scott Watson
 U.S. Forest Service
 Manti – La Sal National Forest
 496 E. Central / P.O. Box 820
 Monticello, UT 84535
 Phone: 435-636-3352
 E-Mail: swatson@fs.fed.us

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Steve White, Sheriff Address: 125 East Center St. City, State, Zip: Moab, UT 84532 Telephone: (435) 259-8115 FAX: (435) 259-8651 Email: swhite@grandcountysheriff.org	Name: Darrel Mecham, Chief Deputy Address: 125 East Center St. City, State, Zip: Moab, UT 84532 Telephone: (435) 259-8115 FAX: (435) 259-8651 Email: dmecham@grandcountysheriff.org



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Scott Watson Title: Law Enforcement Officer Address: 496 East Central/ P.O. Box 820 City, State, Zip: Monticello, UT 84535 Telephone: (435) 636-3352 FAX: (435) 587-2637 Email: swatson@fs.fed.us	Name: Cindy Sessions Address: 2222 West 2300 South City, State, Zip: Salt Lake City, UT 84119 Telephone: (801) 975-3491 FAX: (801) 975-3483 Email: chsessions@fs.fed.us

- C. An Annual Operating Plan will be negotiated on a fiscal year basis. At the end of the year, funds not spent may be carried forward to the next year, or de-obligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, (*see related Provision IV-W*) funds not spent will be de-obligated.
- D. This agreement has no effect upon the Cooperator’s right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:
 - 1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
 - 2. Specific beginning and ending dates.
 - 3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
 - 4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
 - 5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.
 - 6. Billing frequency requirement(s). *See related Provisions II-H and III-B*
 - 7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.



8. A review and signature of a U.S. Forest Service Agreements Coordinator.
- F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.
 - G. The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
 - H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
 - I. The Cooperator's reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.
 - J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.
 - K. Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Annual Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.

When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; the Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. The Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The



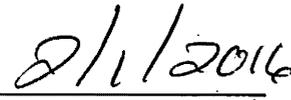
Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed the Cooperator for and/or transferred to the Cooperator under the AD-107 process or equivalent.

- L. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by the Cooperator using any Federal funding. Upon expiration of this agreement the Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.
- M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of the Cooperator's purchase of equipment or supplies.
- N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to the Cooperator in excess of the amount to which the Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
1. Making an administrative offset against other requests for reimbursements.
 2. Withholding advance payments otherwise due to the Cooperator.
 3. Taking other action permitted by statute.
- Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.
- P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.



- Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- R. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The U.S. Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the cost of the contract. If the Cooperator is/are approved to issue a contract, it shall be awarded on a competitive basis.
- S. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- T. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- U. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- V. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through September 30, 2020.
- W. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.


STEVE WHITE, Sheriff
Grand County Sheriff's Office


Date



BRIAN M. PENTECOST, Forest Supervisor
U.S. Forest Service, Manti – La Sal National Forest

Date

~~A. LYNN JACKSON~~, Council Chair, *Elizabeth Tudos*
Grand County

Date

SCOTT HARRIS, Special Agent in Charge
Intermountain Region

Date

The authority and format of this agreement have been reviewed and approved for signature.

CINDY SESSIONS
U.S. Forest Service Grants Management Specialist

1/27/16
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



FS Agreement No. 16-LE-11041000-002
Cooperator Agreement No. _____

EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN**

**Between
GRAND COUNTY SHERIFF'S OFFICE
And the
USDA, FOREST SERVICE
MANTI - LA SAL NATIONAL FOREST**

2016 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between Grand County Sheriff's Office, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Manti - La Sal National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #16-LE-11041000-002 executed on . This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning upon execution of this agreement and ending September 30, 2016.

Current 2016 Year Obligation: \$3,000.00
FY2016 Total Annual Operating Plan: \$3,000.00

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Sheriff Steve White Address: 125 East Center St. City, State, Zip: Moab, UT 84532 Telephone: (435) 259-8115 FAX: (435) 259-8651 Email: swhite@grandcountysheriff.org	Name: Chief Deputy Darrel Mecham Address: 125 East Center St. City, State, Zip: Moab, UT 84532 Telephone: (435) 259-8115 FAX: (435) 259-8651 Email: dmecham@grandcountysheriff.org



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Scott Watson Address: P.O. Box 820 City, State, Zip: Monticello, UT 84535 Telephone: (435) 636-3352 FAX: (435) 587-2637 Email: swatson@fs.fed.us	Name: Cindy Sessions Address: 2222 West 2300 South City, State, Zip: Salt Lake City, UT 84119 Telephone: (801) 975-3491 FAX: (801) 975-3483 Email: chsessions@fs.fed.us

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Wages at the prevailing rate of \$25.00/hour plus fringe benefits for the individual officer at the rate of \$25.00/hour.

II. PATROL ACTIVITIES:

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

- 1. Patrol on following U.S. Forest Service roads:

- A. The La Sal Loop Road and spur roads leading from the Loop Road on National Forest lands
- B. The Gateway Road and spur roads leading from the Gateway Road on National Forest lands
- C. The North Beaver Mesa Road and spur roads leading from the North Beaver Road on National Forest land

- 2. Patrol in the following campgrounds, developed sites, or dispersed areas:

- A. Oowah Campground
- B. Warner Lake Campground

Total reimbursement for this category shall not exceed the amount of: \$3,000.00.



III. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.
1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
 2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.
 3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.



IV. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A. The Sheriff's Office shall furnish the Forest Service itemized statements *for all non-fire related activities*, not less than quarterly and patrol logs for the expenditures involving forest patrol and controlled substance law violations. Submit Public Voucher for Service (SF 1034). The statement will contain sufficient detail to allow the Forest Service to tie the expenditures back to the reimbursable expenses and rates contained in this Operating and Financial Plan. The final invoice for this AOP must be received no later than October 31, 2016.
- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities		
Training		
Equipment		
Special Enforcement Situations		
Total		

- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next 2017 year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*
- D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

STEVE WHITE, Sheriff
Grand County Sheriff's Office

_____ Date

BRIAN M. PENTECOST, Forest Supervisor
U.S. Forest Service, Manti – La Sal National Forest

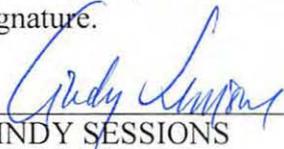
_____ Date



~~A. LYNN JACKSON~~, Council Chair Elizabeth Tudos Date
Grand County

SCOTT HARRIS, Special Agent in Charge Date
Intermountain Region

The authority and format of this agreement have been reviewed and approved for signature.


CINDY SESSIONS
U.S. Forest Service Grants Management Specialist

1/27/16
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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GRAND COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF UTAH

Application for Retail Beer License

TO THE HONORABLE BOARD OF COUNTY COUNCIL, GRAND COUNTY, UTAH

Name WESTERN SPIRIT CYCLING - ASHLEY KORENBLAT

Address 478 MILL CREEK DR., MOAB, UT 84532

Nature of Business OUTERBIKE - CONSULTED RIDE DEMO

Address of Business 478 MILL CREEK DR., MOAB, UT 84532

Hereby applies for a license to vend light beer at retail for and on behalf of OUTERBIKE

whose { partners officers and directors } are as follows: ASHLEY KORENBLAT

and who have complied with the statutory requirements and possess the qualifications specified in the Liquor Control Act of Utah and request license to be issued for the following particular premises at BAR M - MOAB BRAND TRAILS, TRAILHEAD in MOAB, Utah, for a term of 1 months, commencing the 15 day of MARCH, 2016, and ending the APRIL day of 15, 2016

It is expressly understood that the County Council may with or without hearing refuse to grant the license herein applied for, or if allowed will be granted and accepted by Licensee on condition that it may be revoked at the will and pleasure of the County Council of said County, and no cause therefore need be stated when in their opinion such action is necessary for the protection of the public health, peace or morals, or for violation of law or ordinances relating to beer or the Licensee's conduct of licensed premises.

Dated this 9th day of FEBRUARY, 2016
Ashley Korenblat
ASHLEY KORENBLAT

APPROVED BY GRAND COUNTY COUNCIL
Date 2/10/16 Sanitarian [Signature]
Date 2/19/16 Grand County Sheriff [Signature]
Date _____ Council Chair _____

EVENT PERMIT
"TEMPORARY BEER"
Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue an event permit to an organization for the purposes of storage, sale, offer for sale, furnish, or allow the consumption of an alcoholic product on the event premises

AUTHORITY: Utah Code 32B-9-201

Grand _____, [] City [] Town County
Local business license authority

hereby grants its consent to the issuance of a single event permit license to:

Applicant Entity/Organization: Western Spirit Cycling

Event location address: Moab Brand Trails Moab UT 84532
street city state zip

On the March 15 dates day(s) of April 15 month, 2016 year

during the hours of 8am - 10pm defined hours from - to, pursuant to the provision of Utah Code 32B-9.

Authorized Signature
Chair, Grand County Council
Name/Title

Date

This is a suggested format. A locally produced city, town, or county form is acceptable. Local consent may be faxed to the DABC at 801-977-6889 or mailed to: Department of Alcoholic Beverage Control, PO Box 30408, Salt Lake City, UT 84130-0408
Single Event Local Consent (02/2012)

**AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
February 16, 2016**

Agenda Item:V

TITLE:	Adopting Proposed Resolution to Repeal Resolution 2883 Board of Adjustment Bylaws
FISCAL IMPACT:	None
PRESENTER(S):	Zacharia Levine, Community Development Director

**Prepared By:
ZACHARIA LEVINE
GRAND COUNTY
COMMUNITY
DEVELOPMENT
DIRECTOR**

FOR OFFICE USE ONLY:

Attorney Review:

N/A

STATED MOTION :

I move to adopt the proposed resolution to repeal Resolution 2883 Board of Adjustment Bylaws.

STAFF RECOMMENDATION:

Approval

BACKGROUND:

On November 17, 2015 the Grand County Council voted to approve a change in Grand County's form of land use appeal authority to a single Hearing Officer. The ordinance adopted absolved the 5-person Board of Adjustment and two alternate positions. On February 2, 2016 the Council voted to approve Craig Call of Anderson Call law firm to serve as the Hearing Officer. The proposed resolution is intended to repeal previously adopted and, now, unnecessary resolutions. It is a "clean-up" effort.

ATTACHMENT(S):

1. Proposed Resolution

GRAND COUNTY, UTAH
RESOLUTION NO. _____, SERIES 2016

**RESOLUTION TO REPEAL BYLAWS FOR
THE GRAND COUNTY BOARD OF ADJUSTMENT**

WHEREAS, the Grand County Council (County Council) adopted the *Grand County General Plan Update* (General Plan) on February 7, 2012 with Resolution No. 2976;

WHEREAS, the County Council adopted the *Grand County Land Use Code* (Land Use Code) on January 4, 1999 with Ordinance No. 299 and amended February 19, 2008 with Ordinance No. 468 for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, Grand County adopted Ordinance 472 establishing a process for the adoption of bylaws for Grand County Boards and Commissions;

WHEREAS, Grand County adopted by Resolution No. 2883 (2009), Bylaws for the Grand County Board of Adjustment;

WHEREAS, Grand County adopted Ordinance 537 to change the Grand County land use appeal authority from a five (5) person Board of Adjustment with two (2) alternate positions to a single Hearing Officer, by contract, and thus, does not need Bylaws for a Board of Adjustment;

WHEREAS, the County Council considered this item in a public meeting held on February 16, 2016; and

WHEREAS, the County Council has heard and considered all evidence and testimony presented with respect to the repeal of the Board of Adjustment Bylaws.

NOW, THEREFORE, BE IT RESOLVED by the Grand County Council that it does hereby approve the repeal of Board of Adjustment Bylaws adopted by Resolution No. 2883 (2009).

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

Those voting aye: _____

Those voting nay: _____

Absent: _____

ATTEST:

Grand County Council

Diana Carroll, Clerk/Auditor

Elizabeth Tubbs, Chair

**AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
FEBRUARY 16, 2016**

Agenda Item:W

TITLE:	A Public Hearing to Solicit Public Input on a Proposed Ordinance for a Rezone of Property from a Split Zone of Rural Residential (RR) and Highway Commercial (HC) to a Single Zone of Highway Commercial. The Property is Located at the Corner of Highway 191 and Sage Avenue (North of Sage Avenue)
FISCAL IMPACT:	N/A
PRESENTER(S):	Zacharia Levine, Community Development Director

Prepared By:

**GRAND COUNTY
COMMUNITY
DEVELOPMENT**

FOR OFFICE USE ONLY:

Attorney Review:

N/A

COUNTY COUNCIL REVIEW

Council Policy is to wait until the next regular meeting of the Council to act on the public hearing agenda item in order allow for additional public input.

STATED MOTION:

Move to adopt the proposed ordinance approving the rezone of the subject property from a split zone of Rural Residential (RR) and Highway Commercial (HC) to a single zone of Highway Commercial, such property located at the corner of Highway 191 and Sage Avenue (North of Sage Avenue), and authorize Chair to sign all associated documents.

PLANNING COMMISSION RECOMMENDATION: At a public hearing on January 27, 2016 the Commission voted to forward a favorable recommendation for approval of the rezone from a split zone of RR and HC to a single zone of HC.

STAFF RECOMMENDATION: Approval of the rezone

BACKGROUND:

See Staff Report and DRAFT Ordinance

Attachment(s):

Staff Report
Draft Ordinance
Applicant narrative
Vicinity map



S T A F F R E P O R T

MEETING DATE: February 16, 2016 - **Public Hearing**
TO: Grand County Council
FROM: Planning Staff
SUBJECT: **Application to Rezone Property at the SE Corner of Sage Avenue and Highway 191 from Rural Residential, to Highway Commercial**

PLANNING COMMISSION RECOMMENDATION

The Grand County Planning Commission reviewed the referenced application in a public hearing on January 27, 2016 and voted to forward a favorable recommendation for approval of the rezone of the subject property from Rural Residential and Highway Commercial to single zone of Highway Commercial.

POSSIBLE COURSES OF ACTION

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.

BACKGROUND

Introduction

This application is submitted by Brad Lyle (Applicant), representative for the property owner's Millstream Properties LLC, Dave Nelson is the agent for the applicant. The Applicant is seeking a rezone from a mixed zoned parcel of Rural Residential (RR) and Highway Commercial (HC) to a single zoned parcel of HC in order to accommodate a commercial use on the property.

The area proposed for rezone consists of 1.33 acres of vacant land, .72 of an acre is in the RR zone district, .61 of an acre is in the HC zone district. The property is located at the southeast corner of Sage Avenue and Highway 191. Surrounding properties are zoned RR, SLR, and HC, and vary in size.

History

In 1978, Ordinance 134 established the first zone districts in Grand County. It was written more to reflect on-the-ground uses than to direct future land use development. Whenever questions arose regarding appropriate zone district boundaries, arbitrary decisions were made in citing lines and distances. The HC district was written such that it would extend 360 ft. in both directions from the centerline of Highway 191. Many parcels resulted in a split zone of HC and some residential zone designation.

The applicants are requesting a rezone of HC granting the entire parcel one zone district. The majority of the US-191 highway corridor is zoned HC. Staff feels this rezone would remove an unnecessary split and, in effect, correct an error made through a previous and arbitrary decision. Staff encourages Council members to consider possible compatibility issues that may result from an HC parcel being cited adjacent to residential parcels. Staff feels that potential compatibility issues can be resolved during site plan review (see Traffic below).

ZONING STANDARDS

Use

Article 3 of the land use code establishes uses permitted within each zone district. The HC zone district is designed to accommodate commercial activities that are dependent on auto accessibility.

Traffic

US Highway 191 is the primary access through Spanish Valley, which is a major north-south corridor managed by the Utah Department of Transportation (UDOT). Millcreek Drive has an access from Highway 191 and will provide the entrance to this property. The Applicant will be required to mitigate traffic impacts on Sage Avenue and surround residential properties at the time development occurs.

Annexation

The City Annexation Map, which is part of the City's 2002 General Plan, indicates the site falls within the proposed annexation area. The City does not have plans to annex this parcel at this time. Public services are provided by Grand Water and Sewer Service Agency (GWSSA), County Roads, and County Drainage. This report has been sent to the City Planning Director and City Manager.

Public Services

The subject property is on a corner of UDOT right of way and County right of way. Both agencies will need to provide encroachment permits when the property is developed. The property will be served by GWSSA, Rocky Mountain Power, and Questar Gas. Staff anticipates all public facilities and services necessary to serve the development will be available. There is a drainage facility on the property that conveys storm water into a drainage system that flows into Pack Creek. A drainage plan will be reviewed when the property is developed.

GENERAL PLAN

The FLUP designates Highway Mixed Use as the pattern along US 191 south of Moab. It is comprised of businesses that depend on highways for customers as well as mixed-use businesses that may depend on highway traffic for customers. Limitations on retail uses in this designation direct sales tax generating activities into Moab. Standards for screening, landscaping, earth tone colors, and non-reflective materials should be applied to new development and major additions/redevelopment. The City and County have begun discussing the possibility of a shared design guideline for the South corridor of US-191, but they are not yet adopted.

Figure 4.8, Highway mixed use - designates the land along the Highway corridor, including the subject parcel, as Highway Mixed Use and General Business.

LAND USE CODE (LUC)

Rezoning is a discretionary decision, meaning the County may make any reasonable decision about the request. In addition to the policies outlined in the General Plan and FLUP, the LUC offers further guidance in Sec 9.2.7, Issues for Consideration. The Applicant's response to each issue is provided in attached materials. Staff comments are provided below.

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

Sec. 9.2.7 Issues for Consideration

1. Was the existing zone for the property adopted in error? Possibly – the property was split-zoned as a result of the 1978 zoning ordinance.

2. Has there been a change of character in the area (e.g. installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.)? Sewer and water lines were extended east of Murphy Lane in the 1980s. Highway 191 is a historic commercial corridor. Several developments along Highway 191 have changed the character of the area significantly since 1978.

3. Is there a need for the proposed use(s) within the area or community? *The HC zone district is not a retail zone district, but is designed to accommodate commercial activities that are dependent upon the vehicular activity. The proposed zone district allows high density residential and commercial uses enabling people to live close to where they work and obtain goods and services. In 2012, the General Plan addressed this need through the adoption of a Future Land Use Plan (FLUP). The FLUP designates areas for potential growth and increased residential density.*

4. Will there be benefits derived by the community or area by granting the proposed rezoning? *Benefits derived from the proposed up-zone include: additional housing stock, increased development rights for the applicant, and possible increased property taxes for Grand County. The applicant has not provided a business plan or a proposed residential or commercial development. The ultimate outcome of this rezone is uncertain.*

5. Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically the Plan's zoning map amendment guidelines? *Figure 4.8, Highway mixed use of the General Plan - designates the land along the highway corridor, including the subject parcel, as Highway Mixed Use and General Business.*

6. Should the development be annexed to a City? *Possibly – the City typically annexes commercial properties only because it does not have a municipal property tax. However, the parcel does fall into the City's future annexation map. That said, all services are currently available or provided by non-municipal providers.*

7. Is the proposed density and intensity of use permitted in the proposed zoning district? *The HC zone district is designed for traffic oriented business and high density housing. Staff has not reviewed a proposed use. The ultimate outcome of this rezone is still uncertain.*

8. Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts? *The site is adjacent to HC zoning and uses. Impacts to the adjacent residential areas will need to be addressed when a development plan is proposed. Potential compatibility issues associated with the rezone will be discussed and implemented at development of the property.*

9. Are the proposed uses compatible with the surrounding area or uses; will there be adverse impacts; and/or can any adverse impacts be adequately mitigated? *Any development on the land will require additional review by the County. Any proposed development's impacts will need to be addressed.*

10. Are adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone? If utilities are not available, could they be reasonably extended? Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed development? *Staff anticipates all public facilities and services necessary to serve the development will be available.*

11. Does the proposed change constitute spot zoning? *Spot zoning is best avoided by making rezone decisions that are supported by the County's FLUP, careful consideration of surrounding properties, and health, safety, and welfare of the public. Staff is confident that neither approval nor denial of the rezone request would result in a successful legal challenge. The state of Utah grants jurisdictions the authority to make reasonable legislative decisions.*

Public Notices

The public notice for preliminary review was posted in the newspaper of general circulation U.C.A. 17-27a-205 and Land Use Code Sec. 9.1.8 B.2. Posted on Utah Public Meeting Notice Website at <http://pmn.utah.gov/>, and posted on site. Notice was sent to adjacent property owners.

DRAFT

**GRAND COUNTY, UTAH
ORDINANCE _____ (2016)**

**APPROVING A REZONE FROM RURAL RESIDENTIAL AND HIGHWAY COMMERCIAL
TO A SINGLE ZONE OF HIGHWAY COMMERCIAL**

WHEREAS, Millstream Properties, L.L.C., are the owners of record of approximately 1.33 acres of real property in Section 7, T 26 S, R 22 E, SLBM, Grand County, Utah, the proposed rezone section is more specifically described as follows;

Beginning at a point being on the westerly line of Sage Ave., said point being North 00°46'39" East 876.64 feet along the section line and West 1417.12 feet from the Southeast Corner of Section 7, Township 26 South, Range 22 East, Salt Lake Base & Meridian, and running thence northwesterly 136.78 feet along an arc of a 6,667.00 foot radius curve to the left (center bears South 28°48'41" West, long chord bears North 61°46'35" West 136.77 feet with a central angle of 01°10'32"); thence North 00°03'58" East 208.72 feet to the southerly line of Holyoak Lane; thence easterly the following (2) courses along the southerly line of said Holyoak Lane; thence South 89°57'12" East 115.45 feet; thence South 54°45'55" East 29.31 feet to the westerly line of said Sage Ave.; thence South 04°15'52" West 257.11 feet along said westerly line of Sage Ave. to the Point of Beginning. Containing 31,560 square feet or 0.72 acres.

WHEREAS, Brad Lyle, agent for Millstream Properties, L.L.C., have submitted an application requesting a rezone of the subject property from a split zone of Rural Residential (RR) and Highway Commercial (HC) to a single zone district of Highway Commercial (HC), as defined by the Grand County Land Use Code (LUC);

WHEREAS, in a public hearing on January 27, 2016 the Grand County Planning Commission considered all evidence and testimony presented with respect to the subject application and forwarded a recommendation to the Grand County Council for approval;

WHEREAS, due notice was given that the Grand County Council would meet to hear and consider the proposed rezone in a public hearing on February 16, 2016;

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

NOW, THEREFORE, BE IT ORDAINED by the County Council that it does hereby approve the rezone of the subject property from Rural Residential (RR) and Highway Commercial (HC) to a single zone district of Highway Commercial (HC) based on:

The issues for consideration for rezone in the *Land Use Code, Sec. 9.2.7*, to correct an error made through a previous and arbitrary decision.

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

Those voting aye: _____

Those voting nay: _____

Those absent: _____

ATTEST:

Grand County Council

Diana Carroll, Clerk/Auditor

Elizabeth Tubbs, Chairperson

Moab Zone change request Applicant Statement: Section 9.2.7

1. Was the existing zone for the property in error?

We believe the existing zone split that bisects the property parallel to the highway was probably created in order to zone a certain number of feet along Highway 191 Highway Commercial to encourage and enhance development. Unfortunately because of the zone splits our property in half the property is not really large enough to accommodate either zone adequately.

2. Has there been a change of character in the area?

Our proposed use, nightly rental of one duplex, needs to be in the HC zone and the balance of our property which is RR is smaller than that zone requires for development so we propose placing our building near the center of the property to minimize any effects on any neighbors.

3. Is there a need for the proposed use(s) within the area or community?

Yes, we have developed this type of rental unit which is used primarily for large family gatherings in other communities and in each instance they have been very well received. This is not an underserved use it is a nonexistent use that has existing demand and does not create traffic equivalent to other commercial uses.

4. Will there be benefits derived by the community or area granting the proposed rezoning?

Yes, the site will have less development and coverage and more open space than either zone would require under the existing zoning.

5. Is the proposal in conformance with the policies, intent and requirements of Grand County General Plan, specifically Chapter 4: Future Land Use Plan?

While we are applying for HC zoning on the entire site, the portion of the duplex on the existing RR zone will be less than 50% coverage so we will comply with the base density of up to 50% open space in the former RR zone. Further our proposed development complies with the intent of the 2008 LUC Rural Residential zone district because our user promotes a base density of one dwelling unit per acre and it diversifies and expands the

economic vitality of the community. The highway mixed use corridor encourages businesses that may or may not depend on highway traffic but generate tax revenue and our business will generate transient room taxes and sales taxes and significantly higher property taxes than a RR dwelling unit would generate.

6. Should the development be annexed to a city?

We don't think so, the county services are sufficient.

7. Is the proposed density and intensity of use permitted in the proposed zoning district?

Yes we could keep the current zoning but nightly rental are not permitted in the RR zone but our proposed development has less density and intensity than permitted in either zone with existing zoning.

8. Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts?

Our usage will be have considerably less environmental and scenic impact than a commercial development of a larger scale and an RR home on less than a 1 acre parcel that the current code actually requires.

9. Are the proposed uses compatible with the surrounding area or uses; will there be adverse impacts and/or can any adverse impacts be adequately mitigated?

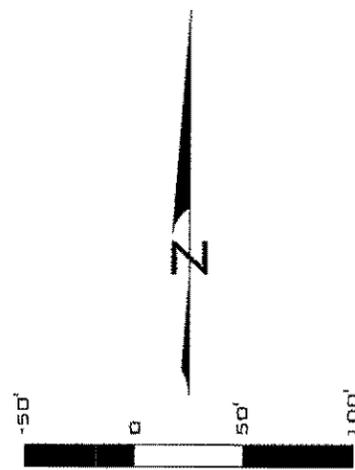
Our property is a rectangular 1.31 acre site than runs approximately 435' north from Highway 191 on its southern boundary and it is bordered on the east by Sage Avenue and on the north by Holyoak Lane. Since we are bordered by streets on 3 sides we will not have any adverse impacts on the surrounding area which are small lot residential across the street to the north, highway commercial to the west and rural residential across the street to the east.

10. Are adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone? If utilities are not available, could they be reasonably extended? Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed development?

Yes adequate public facilities and services are available to serve the development for the type and scope suggested by the proposed zone.

RECORD OF SURVEY

LOCATED IN THE SE 1/4
OF SECTION 7, T26S, R22E, SLB&M,
GRAND COUNTY, UTAH



SCALE: 1" = 50'
(12" X 24" ONLY)

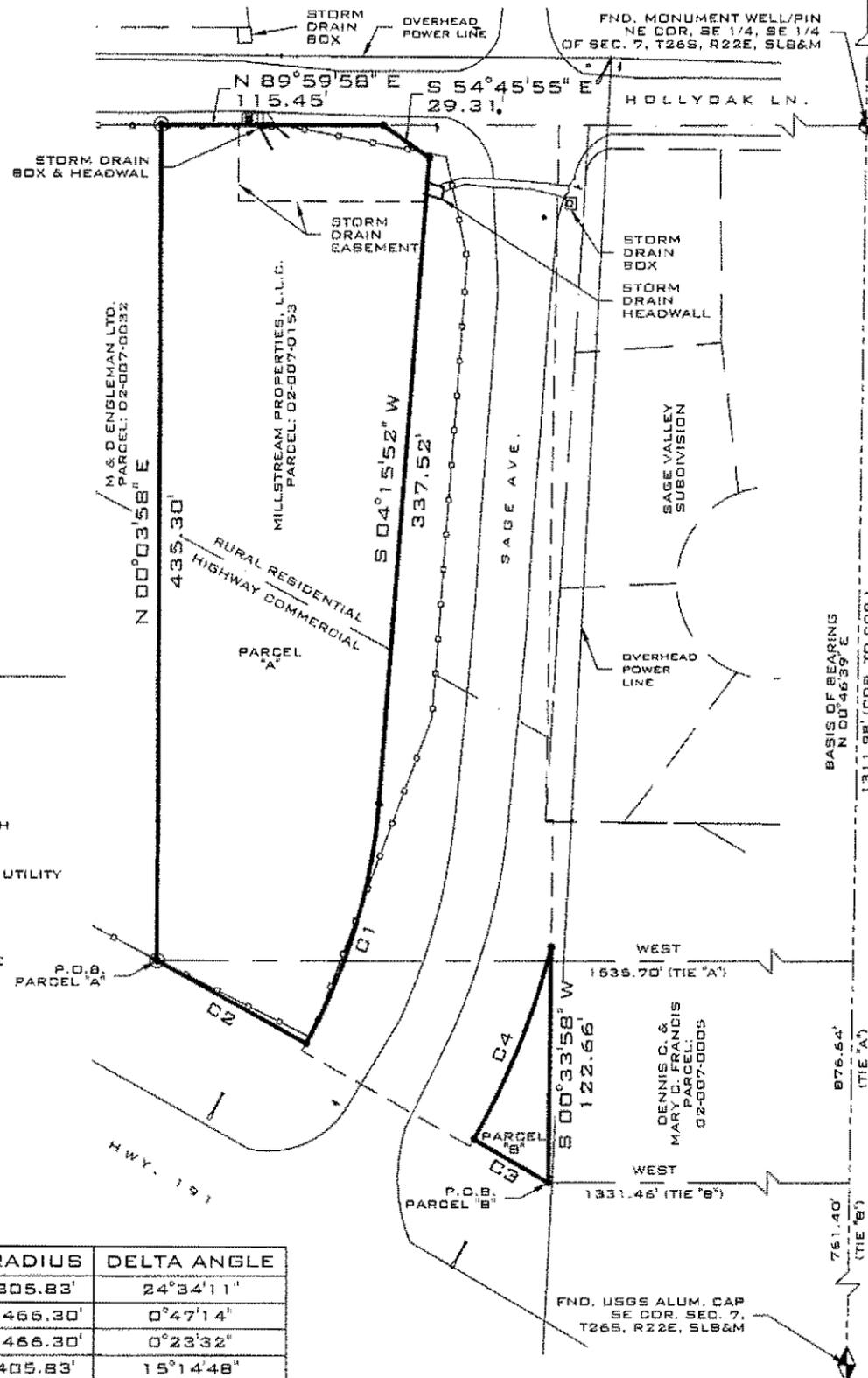
VICINITY MAP:
(NO SCALE)



LEGEND:

- FOUND SECTION CORNER
- FOUND QUARTER CORNER
- FOUND CORNER - 5/8" REBAR WITH PLASTIC CAP - BLAKE
- SET CORNER - 5/8" REBAR WITH PLASTIC CAP
- EXISTING ABOVE GROUND UTILITY
- EXISTING SWR. MAN HOLE
- EXISTING LIGHT POLE
- EXISTING STOP SIGN
- SECTION/CENTERLINE LINE
- ADJOINING LOT LINES
- SUBJECT LOT LINES
- EXISTING ASPHALT
- EXISTING FENCE
- ZONING BOUNDARY

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE
C1	131.15'	305.83'	24°34'11"
C2	88.85'	6466.30'	0°47'14"
C3	44.28'	6466.30'	0°23'32"
C4	107.99'	405.83'	15°14'48"



NARRATIVE:

THIS SURVEY WAS CONDUCTED AT THE REQUEST OF MILLSTREAM GROUP TO MARK THE PROPERTY CORNERS OF THEIR PARCELS AS SHOWN HEREON.

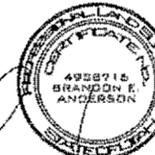
THE MONUMENTS AS SHOWN HEREON, WARRANTY DEED: BOOK 812 PAGES 996-997, AND EASEMENT: BOOK 655 PAGE B6 WERE ALL UTILIZED IN THE PERFORMANCE OF THIS SURVEY.

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE EAST SECTION LINE OF SECTION 7, T26S, R22E, SLB&M AS ESTABLISHED BY FOUND SW CORNER OF SECTION 8, T26S, R22E, SLB&M AND W 1/4 CORNER OF SECTION 8, T26S, R22E, SLB&M WHICH BEARS N00°46'39"E.

SURVEYOR'S CERTIFICATE:

I, BRANDON E. ANDERSON, PROFESSIONAL LAND SURVEYOR NUMBER 4938716 HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT, AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HEREBY CERTIFY ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT, MONUMENTS WILL BE SET AS REPRESENTED ON THIS PLAT.

DATE: 12-22-15



BRANDON E. ANDERSON

LICENSE NO.
4938716

RECORD DESCRIPTIONS:

PARCEL NO.: 02-0007-0153
WARRANTY DEED:
BOOK 812 PAGES 996-997

AS SURVEYED DESCRIPTIONS:

PARCEL NO.: 02-0007-0153
WARRANTY DEED:
BOOK 812 PAGES 996-997

PARCEL "A"

BEGINNING AT A POINT ON THE NORTHERLY LINE OF HIGHWAY 191, SAID POINT BEING N 00°46'39" E 876.64 FEET ALONG THE SECTION LINE AND WEST 1535.70 FEET FROM THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING

THENCE N 00°03'58" E 435.20 FEET TO THE 1/16 TH LINE; THENCE N 89°59'58" E 115.45 FEET ALONG SAID 1/16 TH LINE TO THE WESTERLY LINE OF SAGE AVENUE AS RECORDED IN BOOK 476, PAGE 71, GRAND COUNTY, RECORDER'S OFFICE; THENCE SOUTHERLY THE FOLLOWING (3) CURVES ALONG SAID WESTERLY LINE OF SAGE AVENUE THENCE S 54°45'55" E 29.31 FEET; THENCE S 04°15'52" W 337.52 FEET; THENCE SOUTHERLY 131.15 FEET ALONG AN ARC OF A 305.83 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS N 85°44'08" W, LONG CHORD BEARS S 16°32'57" W 130.14 FEET WITH A CENTRAL ANGLE OF 24°34'11"); TO SAID NORTHERLY LINE OF HIGHWAY 191; THENCE NORTHWESTERLY 88.85 FEET ALONG AN ARC OF A 6466.30 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS S 29°22'25" W, LONG CHORD BEARS N 61°01'12" W 88.85 FEET WITH A CENTRAL ANGLE OF 00°47'14") ALONG SAID NORTHERLY LINE OF HIGHWAY 191 TO THE POINT OF BEGINNING.

CONTAINING 55,851 SQUARE FEET OR 1.28 ACRES.

PARCEL "B"

BEGINNING AT A POINT BEING ON THE NORTHERLY LINE OF HIGHWAY 191, SAID POINT BEING ON THE EASTERLY LINE OF SAGE AVENUE AS RECORDED IN BOOK 476, PAGE 71, GRAND COUNTY, RECORDER'S OFFICE, SAID POINT ALSO BEARS N 00°46'39" E 761.40 FEET ALONG SECTION LINE AND WEST 1331.46 FEET FROM THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING

THENCE NORTHWESTERLY 44.28 FEET ALONG AN ARC OF A 4644.30 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS S 30°39'08" W, LONG CHORD BEARS N 59°22'38" W 44.28 FEET WITH A CENTRAL ANGLE OF 00°23'32") ALONG SAID EASTERLY LINE OF SAGE AVENUE; THENCE NORTHERLY 107.99 FEET ALONG AN ARC OF A 405.83 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS N 60°55'24" W, LONG CHORD BEARS N 21°27'12" E 107.99 FEET WITH A CENTRAL ANGLE OF 15°14'48"); THENCE SOUTH 00°33'58" W 122.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,096 SQUARE FEET OR 0.05 ACRES.
LOCATED IN S.E. 1/4 SECTION 7
T.26S., R22E., S.L.B.&M.

DATE: 12/22/15

DRAWN BY: K.G.

CHECKED BY: B.A.

SCALE: 1"=50'

DWG:

REVISIONS	DATE

KEOGH
ROSENBERG
LAND SURVEYING
ENGINEERING
CIVIL • STRUCTURAL



P.O. BOX 218
80 E. CENTER ST.
MOAB, UTAH 84532
PH (435) 259-8171

RECORD OF SURVEY
FOR
MILLSTREAM GROUP

SHEET
1
OF 1 SHEETS

\\FILESERVER\DOCUMENTS\KENNY\MILLSTREAM GROUP\FROM BRANDON\MILLSTREAM GROUP.DWG



Sage Dr

© 2016 Google

Google earth

1997

38°33'12.40" N 109°31'44.97" W elev 1289 m eye alt 1.70 km

**AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
FEBRUARY 16, 2016**

Agenda Item: X

TITLE:	A Public Hearing to Solicit Public Input on a Proposed Ordinance for a Rezone of Property from Range & Grazing (RG) to Rural Residential (RR). The Property is Located at 200 N. Thompson Canyon Road in Thompson Springs, Utah
FISCAL IMPACT:	N/A
PRESENTER(S):	Zacharia Levine, Community Development Director

Prepared By:

**GRAND COUNTY
COMMUNITY
DEVELOPMENT**

FOR OFFICE USE ONLY:

Attorney Review:

N/A

COUNTY COUNCIL REVIEW

Council Policy is to wait until the next regular meeting of the Council to act on the public hearing agenda item in order allow for additional public input.

STATED MOTION:

Move to adopt the proposed ordinance approving the rezone of the subject property from Range and Grazing (RG) to Rural Residential (RR), such property located at 200 N. Thompson Canyon Road in Thompson Springs, Utah, and authorize the Chair to sign all associated documents.

PLANNING COMMISSION RECOMMENDATION: At a public hearing on January 27, 2016 the Commission voted to forward a favorable recommendation for approval of the rezone from RG to RR.

STAFF RECOMMENDATION: Approval of the rezone

BACKGROUND:

See Staff Report and DRAFT Ordinance

Attachment(s):

- Staff Report
- Draft Ordinance
- Applicant narrative
- Vicinity map



S T A F F R E P O R T

MEETING DATE: February 16, 2016 - **Public Hearing**
TO: Grand County Council
FROM: Planning Staff
SUBJECT: **Application to Rezone Approximately 2.90 Acres of Property in Thompson Utah from Range Grazing to Rural Residential**

PLANNING COMMISSION RECOMMENDATION

The Grand County Planning Commission reviewed the referenced application in a public hearing on January 27, 2016 and voted to forward a favorable recommendation for approval of the rezone of the subject property from Range Grazing to Rural Residential.

POSSIBLE COURSES OF ACTION

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.

BACKGROUND

Introduction

This application is submitted by Saina Carey is the representative for the property owner Steve Widhalm (Applicant). The Applicant is seeking a rezone from Range & Grazing (RG) to Rural Residential (RR) in order to accommodate a future division of land.

The area proposed for rezone consists of 2.90 acres of vacant land located at 200 N. Thompson Canyon Road, Thompson, Utah (a county road). Surrounding properties on all sides are zoned RG.

The applicants are requesting a rezone to RR in order to accommodate residential development of the site. If granted, the rezone will create the opportunity for the Applicant to submit a minor record survey application and create two lots out of one. The property is bisected by Thompson Canyon Road and the applicant feels it would be conducive to the future division of land for single family homes. RR zoning would accommodate the use of residential houses. Thompson does not have a public sewer system and septic systems need larger lots for installation. Thompson Water has meters on both sides of Thompson Canyon Road.

The majority of land in Thompson is zoned RG, but there are a limited number of parcels zoned Small Lot Residential (SLR), Light Industrial (LI), and Highway Commercial (HC). This particular parcel is zoned RG, as are the surrounding properties. Many of the lots are less than the five acre minimum required by the RG zone district, which means they are legal lots of records. The LUC defines a *Lot of Record* as, "A lot that is part of a subdivision or the original county site, the plat of which has been recorded in the office of the County Recorder, or a parcel of land, the deed for which is recorded in the office of the Grand County Recorder, prior to the Adoption of the County Zoning Ordinance #134, dated September 1978."

ZONING STANDARDS

Use

Article 3 of the LUC establishes uses permitted within each zone district. Rural Residential is designed to accommodate residential uses in low density, rural neighborhoods.

Annexation

Thompson will not be annexed into the City of Moab as it is 45 miles from City limits.

Public Services

The subject property is served by Rocky Mountain Power and the Thompson Water District. A septic system approved by Southeastern Sanitation Department will need to be installed. Staff anticipates all public facilities and services necessary to serve the development will be available. Thompson is served by a local Fire Department and County Road Department maintains roads.

GENERAL PLAN

The FLUP, **Figure 4.13, Northern County**, designates Thompson as a Rural Center, which is defined as public gathering places or community facilities with a mix of land uses associated with them... and residential neighborhoods with a diversity of housing types. Rural Centers should be located within a travel distance of a half-mile of state or federal highways or municipal streets to minimize travel on county roads.

LAND USE CODE

Rezoning is a discretionary decision, meaning the County may make any reasonable decision about the request. In addition to the policies outlined in the General Plan and FLUP, the LUC offers further guidance in Sec 9.2.7, Issues for Consideration. The Applicant's response to each issue is provided in attached materials. Staff comments are provided below.

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

Sec. 9.2.7 Issues for Consideration

1. **Was the existing zone for the property adopted in error?** Possibly – zoning and land uses in Thompson are historic and need updating. The County has been working with residents in Thompson to provide more support for addressing land use issues.
2. **Has there been a change of character in the area (e.g. installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.)?** A major water line was recently installed in Thompson.
3. **Is there a need for the proposed use(s) within the area or community?** Residential needs will be provided.
4. **Will there be benefits derived by the community or area by granting the proposed rezoning?** Benefits derived from the proposed rezone will include additional housing stock and resolution of a single parcel being bisected by a County Road.
5. **Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically the Plan's zoning map amendment guidelines?** Figure 4.13 FLUP Northern County - designates Thompson as a Rural Center.
6. **Should the development be annexed to a City?** No – the City does not provide any services.
7. **Is the proposed density and intensity of use permitted in the proposed zoning district?** Yes, residential uses are allowed and proposed by the applicant.
8. **Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts?** The area is low density residential and will continue the use.

9. Are the proposed uses compatible with the surrounding area or uses; will there be adverse impacts; and/or can any adverse impacts be adequately mitigated? *Any development on the land will require additional review by the County. Staff does not anticipate any detrimental impacts.*

10. Are adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone? If utilities are not available, could they be reasonably extended? Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed development? *Staff anticipates all public facilities and services necessary to serve the development are available.*

Public Notices

The public notice for preliminary review was posted in the newspaper of general circulation *U.C.A. 17-27a-205* and *Land Use Code Sec. 9.1.8 B.2*. Posted on Utah Public Meeting Notice Website at <http://pmn.utah.gov/>, and posted on site. Notice was sent to adjacent property owners.

DRAFT

**GRAND COUNTY, UTAH
ORDINANCE _____ (2016)**

APPROVING A REZONE FROM RANGE GRAZING TO RURAL RESIDENTIAL

WHEREAS, Steve Widhalm, is the owners of record of approximately 2.90 acres of real property in Section 21, T21S, R20E, SLBM, Grand County, Utah, Parcel No. 07-021-0093 more specifically described as follows;

Beginning at a point which bears South 915.83 feet along the section line from the North Quarter corner of Section 21, T21S, R20E, SLBM and running thence East 253.88 feet to the west right of way line of Thompson Canyon Road; thence South 24°16'14" West 447.20 feet along said right of way line; thence West 70.07 feet to the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 21; thence North 407.67 feet along the section line to the point of beginning;

Also; Beginning at a point on the east right of way line of Thompson Canyon Road, said point bears South 962.00 feet along the section line and East 276.94 feet from the North Quarter corner of Section 21, T21S, R20E, SLBM and running thence East 84.56 feet; thence South 361.50 feet; thence West 247.55 feet to the said east right of way line; thence North 24°16'14" East 396.55 feet along said right of way line to the point of beginning.

WHEREAS, Steve Widhalm, has submitted an application requesting a rezone of the subject property from Range Grazing (RG) to Rural Residential (RR), as defined by the Grand County Land Use Code (LUC);

WHEREAS, in a public hearing on January 27, 2016 the Grand County Planning Commission considered all evidence and testimony presented with respect to the subject application and forwarded a recommendation to the Grand County Council for approval;

WHEREAS, due notice was given that the Grand County Council would meet to hear and consider the proposed rezone in a public hearing on February 6, 2016;

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

NOW, THEREFORE, BE IT ORDAINED by the County Council that it does hereby approve the rezone of the subject property from Range Grazing (RG) to Rural Residential (RR),

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

Those voting aye: _____

Those voting nay: _____

Those absent: _____

ATTEST:

Grand County Council

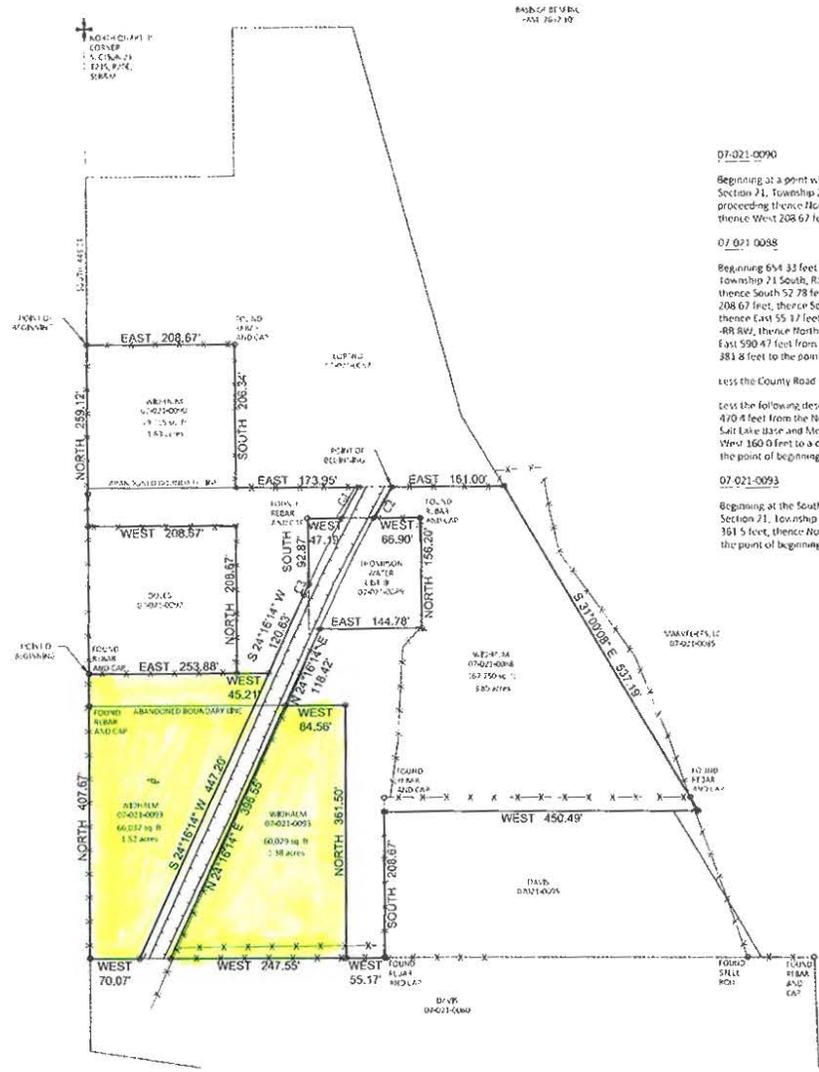
Diana Carroll, Clerk/Auditor

Elizabeth Tubbs, Chairperson

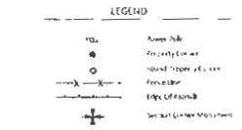
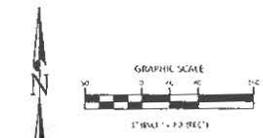
Applicant Statement for:
200 N. Thompson Canyon Rd. Thompson, UT 84540

Thompson Canyon Rd. splits parcel # 07-021-0093 in half. Owner Steve Widhalm is requesting to split this parcel into two different parcels.

1. Was the existing zone for the property adopted in error?
Maybe, we are not sure.
This parcel is zoned RR 5-ac. lots, but is only 2.90 ac. The neighboring lots are smaller than 5-ac. lots, and are as small as 1-ac. Lots.
2. Change of character and installation of public facilities, new growth.
Character: Thompson is struggling as a community. The community needs have changed. Most of the residents have no interest in farming 5-ac. parcels any more. There are no signs of any residents farming or ranching any 5-ac. parcels in Thompson.
Installation of public facilities: There is a water station, a new water line, fire hydrants, power poles, and water meters, on both sides of Thompson Canyon Rd.
New Growth: Property in the Moab area is getting very expensive for the average \$10.00 and hr. employee. Most of Aspen and Vail's, employees live 30 to 45 minutes away from these destination resorts. Thompson is 35 miles away from Moab. It has safer roads and less travel time than the road to Castle Valley or LaSal. Thompson could provide affordable property for Moab employees in the future.
3. **Property Location:** This property is within the Thompson community and will give residents the ability to acquire 1-ac affordable parcels, as apposed to the RR zone of 5-ac. lots which are not as affordable to local residents.
4. **Increase Benefits to community:** The Thompson Canyon Rd. splits this property in half making it a less desirable parcel with a low taxable value. Dividing this parcel in half make this land more sell able and will increase the county tax base income for this property.
5. **Future Plan Use:** As real estate in the Moab area becomes more and more expensive the labor force community (which now supports our tourist base economy) has a harder and harder time finding affordable living. Affordable property can change a temporary community member to a year round community member.
6. **Annexed in the city:** No I don't feel Thompson needs to annexed into the City of Moab.
7. **Proposed zoning district:** There has already been parcels that have been divided into 1-ac. parcels within this RR 5-ac. Zone.
8. **Environmental & scenic quality:** 1-ac. lots are needed for a septic systems in this area. Each of these lots would meet and exceed these requirements. Zoning this parcel from 5-ac. lots to a 1-ac. lot would not impact the scenery quality of the residents in this area.
9. **Compatible with the surrounding area:** Yes this would be compatible with surrounding parcels in this area. There have been parcels that have been divided into less than 5-ac. lots through out this zone and divided int as small as 1-ac. parcels.
10. **Public facilities & services available:** There is a public paved road that runs through the middle of this parcel. Thompson water line and meters are already in place on both sides of the road. Power poles are on both side of the road for this parcel.



Curve #	Length	Radius	Delta	Chords	Chords
C1	50.16	1476.00	17° 56' 46"	50.16	50.16
C2	50.16	1476.00	17° 56' 46"	50.16	50.16
C3	50.16	1476.00	17° 56' 46"	50.16	50.16



Surveyor's Certificate

I, Lucas Blake, certify that I am a Professional Land Surveyor as prescribed under the laws of the State of Utah and that I hold license no. 7540504. I further certify that a land survey was made of the property described below, and the findings of that survey are as shown hereon.

Surveyed Boundary Descriptions

07-021-0090

Beginning at a point which bears South 438.04 feet along the section line from the North Quarter corner of Section 21, Township 21 South, Range 20 East, Salt Lake Base and Meridian and running thence East 208.67 feet, thence South 206.34 feet, thence East 173.95 feet to the west right of way line of Thompson Canyon Road, thence 50.16 feet along a 1476.00 foot radius curve to the left with a central angle of 17° 56' 46" (chord bears South 29° 56' 46" West 50.16 feet) along said right of way line; thence West 47.19 feet, thence South 92.87 feet to the west right of way line of Thompson Canyon Road, thence 16.66 feet along a 1476.00 foot radius curve to the left with a central angle of 17° 56' 46" (chord bears South 24° 35' 37" West 16.66 feet) along said right of way line, thence South 24° 16' 14" West 170.63 feet along said right of way line, thence West 45.21 feet, thence North 208.67 feet, thence West 208.67 feet to the section line, thence North 259.12 feet along the section line to the point of beginning.

Contains 79,715 sq. ft. OR 1.83 acres, more or less.

07-021-0098

Beginning at a point on the east right of way line of Thompson Canyon Road, said point bears South 654.38 feet along the section line and East 425.47 feet from the North Quarter corner of Section 21, Township 21 South, Range 20 East, Salt Lake Base and Meridian and running thence East 163.00 feet to the west right of way line of B-F Railroad, thence South 21° 00' 08" East 537.19 feet along said right of way line, thence West 450.49 feet, thence South 209.67 feet, thence West 55.17 feet, thence North 161.50 feet, thence West 81.16 feet to the east right of way line of Thompson Canyon Road, thence North 24° 16' 14" East 118.42 feet along said right of way line, thence East 144.78 feet, thence North 156.20 feet, thence West 66.90 feet to the said right of way line, thence 50.64 feet along a 1476.00 foot radius curve to the right with a central angle of 17° 01' 09" (chord bears North 10° 51' 17" East 50.64 feet) along the said right of way line to the point of beginning.

Contains 167,750 sq. ft. OR 3.85 acres, more or less.

07-021-0093

Beginning at a point which bears South 915.83 feet along the section line from the North Quarter corner of Section 21, Township 21 South, Range 20 East, Salt Lake Base and Meridian and running thence East 253.88 feet to the west right of way line of Thompson Canyon Road, thence South 24° 16' 14" West 447.20 feet along said right of way line, thence West 70.07 feet to the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 21, thence North 407.67 feet along the section line to the point of beginning.

Also, Beginning at a point on the east right of way line of Thompson Canyon Road, said point bears South 967.00 feet along the section line and East 276.94 feet from the North Quarter corner of Section 21, Township 21 South, Range 20 East, Salt Lake Base and Meridian and running thence East 287.56 feet, thence South 363.50 feet, thence West 247.55 feet to the said east right of way line, thence North 24° 16' 14" East 396.55 feet along said right of way line to the point of beginning.

Contains 126,061 sq. ft. OR 2.90 acres, more or less.

Lucas Blake
License No. 7540504

Narrative

The Basis of Bearings is First between the North Quarter corner and the Northeast corner of section 21, Township 21 South, Range 20 East, Salt Lake Base and Meridian.

The purpose of this survey is to retrace and monument the boundary of the above described property according to the official records and the location of pertinent existing improvements located on the ground. Boundary lines have been adjusted between the described parcels and new descriptions have been written.

LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 20 EAST, SALT LAKE BASE AND MERIDIAN

BOUNDARY LINE ADJUSTMENT
289 N THOMPSON CANYON RD
THOMPSON, UTAH

Project: 091-15
Date: 11/14/15
Sheet: 1 of 1

RICHARD J LAMB TRUSTEE
MARTHA S LAMB TRUSTEE 50%
JOHN HAUER
SENA HAUER 50%
07-021-0096
(54)

ARTHUR HINES
07-021-0097
(54.2)

PACIFICORP d/b/a ROCKY MOUNTAIN POWER
07-021-0118
(39.1)

SOUTHERN PACIFIC TRANSPORTATION CO
(5)

DONNA BROTH LIVING TRUST
CHARLES L BROTH LIVING TRUST
07-021-0086
36
361 N THOMPSON CANYON RD
WEST 208 67
N89°57'E 208.67

JACK D ORENO
DONNA I ORENO
07-021-0087
37
371 N THOMPSON CANYON RD

STEVE WIDHALM
07-021-0090
48
249 N

WEST 208 67
WEST 208 67
NORTH 208 67

DERBEE L DOLES
07-021-0092
50
241 N

WEST 208 67
WEST 361 5
07-021-0093
51
201 N THOMPSON CANYON RD

STEVE WIDHALM
07-021-0088
47.1 & 49

STEVE WIDHALM
07-021-0095
53
174 N THOMPSON CANYON RD

THOMPSON SHEARING POOL
07-021-0084
(44)

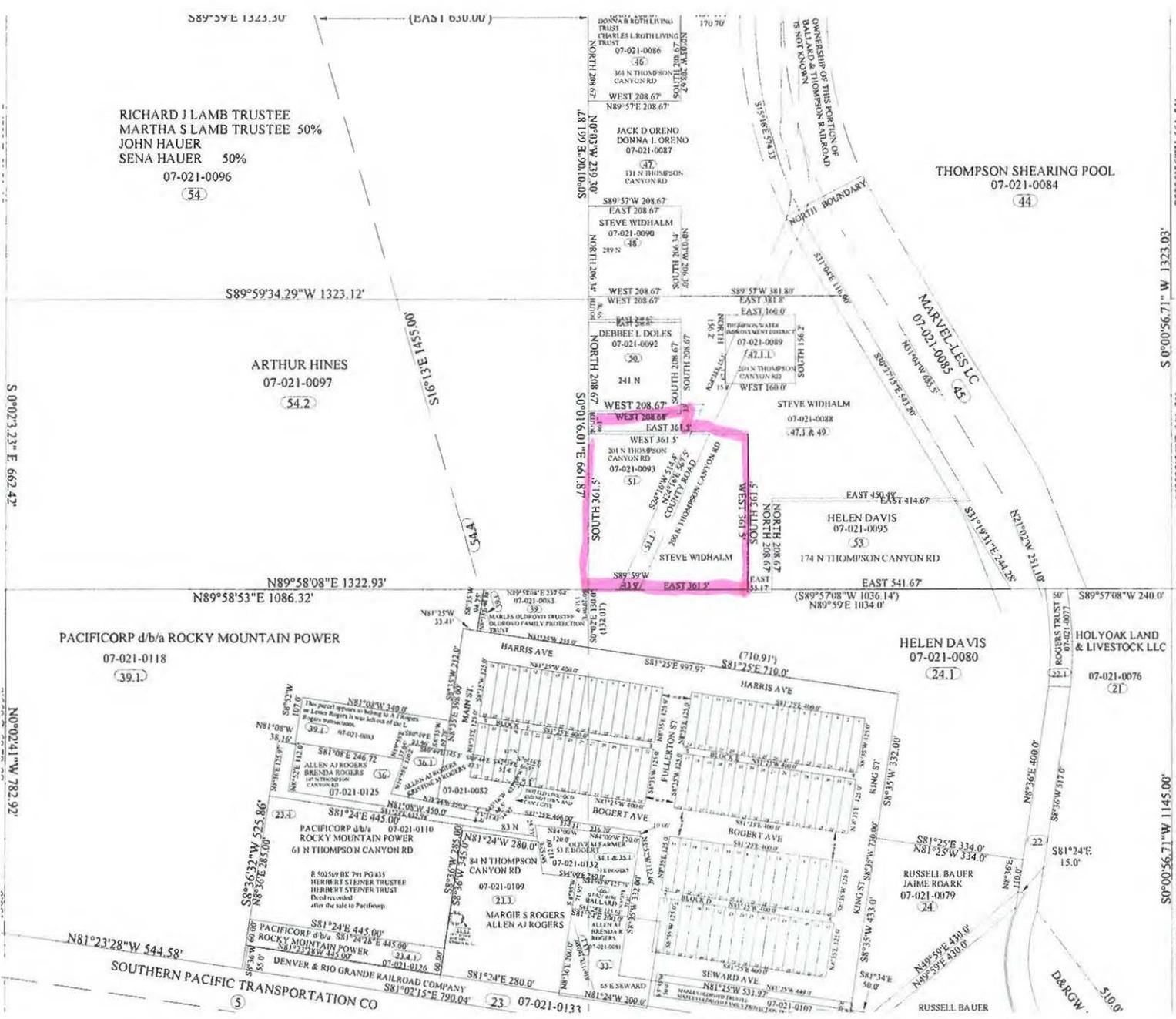
MARVEL-LES LC
07-021-0085
(45)

HELEN DAVIS
07-021-0080
(24.1)

HOLYOAK LAND & LIVESTOCK LLC
07-021-0076
(21)

RUSSELL BAUER
JAIME ROARK
07-021-0079
(24)

RUSSELL BAUER



S 0° 02' 32.23\" E 662.42'

N 0° 02' 34.1\" W 782.92'

S 89° 59' E 1523.30'

S 89° 59' 34.29\" W 1323.12'

N 89° 58' 08\" E 1322.93'

N 89° 58' 53\" E 1086.32'

N 81° 23' 28\" W 544.58'

S 0° 52' 11.61\" S

S 54.4

NORTH BOUNDARY

317 DEE LN

S 192° 01' 00\"

E 317

S 81° 25' E 997.97'

S 81° 25' E 710.0'

S 81° 24' E 445.00'

S 81° 24' W 280.0'

S 81° 24' E 280.0'

S 81° 24' W 200.0'

S 81° 24' E 445.00'

S 81° 24' W 280.0'

S 81° 24' E 445.00'

S 0° 00' 56.71\" W 1323.03'

S 89° 57' 08\" W 240.0'

S 81° 02' W 351.10'

S 81° 02' W 241.28'

S 89° 57' 08\" W 1036.14'

N 89° 59' E 1034.0'

S 89° 57' 08\" W 240.0'

S 81° 24' E 15.0'

S 81° 24' E 15.0'