



# GRAND COUNTY COUNCIL REGULAR MEETING

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

## AGENDA

Tuesday, May 17, 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.

- ❑ **Call to Order**
- ❑ **Pledge of Allegiance**
- ❑ **Approval of Minutes** (Diana Carroll, Clerk/Auditor)
  - B. April 29, 2016 (Joint City-County Council Meeting)
  - C. May 3, 2016 (Joint City-County Council & County Planning Commission Housing Workshop and County Council Meeting)
- ❑ **Ratification of Payment of Bills**
- ❑ **Elected Official Reports**
  - D. Treasurer's Office Report on Internal Controls, Investments and 2015 Collections (Chris Kauffman, Treasurer)
- ❑ **Council Administrator Report**
- ❑ **Department Reports**
  - E. 2015 Facilities Maintenance Report (Marvin Day, Supervisor)
- ❑ **Agency Reports**
- ❑ **Citizens to Be Heard**
- ❑ **Presentations** (none)
- ❑ **Discussion Items**
  - F. Calendar items and public notices (Bryony Chamberlain, Council Office Coordinator)
- ❑ **General Business- Action Items- Discussion and Consideration of:**
  - G. Approving property tax deferrals (Chris Kauffman, Treasurer)
  - H. Authorizing submission in 2016 of a match-required grant application to the Federal Lands Access Program (FLAP) for an alternative transportation project along the Colorado River, the Half-Mile Gap, for potential 2017 funding (Kimberly Schappert, Executive Director, Moab Trails Alliance & Zacharia Levine, Community Development Director)
  - I. Adopting proposed Ordinance approving the "Arroyo Crossing Rezone and Master Plan," a rezone from Large Lot Residential (LLR) to Multi-Family Residential -8 (MFR-8), such property located at 2022 Spanish Valley Drive, Moab, Utah (North of Resource Blvd), postponed from February 2, 2016 (Zacharia Levine, Community Development Director)
  - J. Adopting proposed Ordinance to amend Sections 3.1 and 3.2.2 of the Grand County Land Use Code (LUC) to permit a heliport at the Emergency Operations Center (EOC) (Zacharia Levine, Community Development Director)

- K. Adopting proposed Ordinance to amend Section 3.2.4G of the Grand County Land Use Code (LUC) to permit the acceptance of formation water at local disposal facilities and improve their regulation (Zacharia Levine, Community Development Director)
- L. Adopting proposed Ordinance to amend Section 3.3.2 of the Grand County Land Use Code (LUC) to encourage additional construction of Accessory Dwelling Units (ADUs) (Zacharia Levine, Community Development Director)
- M. Adopting proposed Ordinance to amend Section 4.4.10 of the Grand County Land Use Code (LUC) to remove open space requirements for Planned Unit Developments (PUD) (Zacharia Levine, Community Development Director)
- N. Adopting proposed Ordinance to amend Section 6.14 of the Grand County Land Use Code (LUC) to incorporate a definition of affordable housing (Zacharia Levine, Community Development Director)
- O. Adopting proposed Ordinance to amend Article 9 of the Grand County Land Use Code (LUC) to improve and streamline the administration of land use applications (Zacharia Levine, Community Development Director)
- P. Approving proposed letter to Congressman Bishop clarifying Grand County's position on the draft Public Lands Initiative (PLI) (Chairwoman Tubbs)
- Q. Approving proposed comments to the BLM on the Administrative Draft of the Moab Master Leasing Plan / Final Environmental Impact Statement (Council Member Baird)
- R. Approving Council membership/subscription renewals for 2016-2017 (Ruth Dillon, Council Administrator)
- Consent Agenda- Action Items**
  - S. Approving proposed contract amendment No. 1 between the State of Utah Administrative Office of the Courts and Grand County for Bailiff and Security Services for July 1, 2016 through June 30, 2017
  - T. Ratifying the Chair's signature on a letter of support submitted on behalf of the Moab Small Business Development Center and Business Resource Center for a Business Expansion and Retention (BEAR) grant proposal
- Public Hearings- Possible Action Items**
  - U. Public Hearing to hear public comment on a proposed Resolution approving a Conditional Use Permit (CUP) application for Red Cliffs RV Park, located at 1151 S. Highway 191, in a Highway Commercial Zone District (Community Development Representative)
- General Council Reports and Future Considerations**
- Closed Session(s)** (if necessary)
- Adjourn**
- See Municipal Building Authority (MBA) agenda**

**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.

## Treasurer's Report 5/17/2016

### Internal Controls, Investments and 2015 Collections

#### **Internal Controls**

Internal controls are processes put in place by the governing body or management, to provide reasonable assurance that funds will be properly safeguarded. Internal controls are an important and timely topic for Utah Counties after the allegations of fraud against the Treasurer in Kane County.

What was happening in Kane County? The Treasurer was making direct transfers from the property tax account to personal accounts. The Treasurer was also apparently manipulating deposits to remove cash. Lastly, the Treasurer was covering her tracks by billing property taxes and then abating them after the property owner made a payment. All of this was possible because of a lack of separation of duties or of a secondary review. The Treasurer made all deposits, had access to the accounting record and was the only one reconciling the bank account.

Could this happen in Grand County? Direct transfers out of the property tax account could not happen undetected as both the Treasurer and the Chief Deputy Treasurer independently reconcile that account and have online access to its transactions. Both the Treasurer and the Chief Deputy Treasurer also have the responsibility to make deposits and ensure that they match the tax accounting software. Therefore secondary review currently exists for the property tax account. The general fund is already reconciled jointly between the Treasurer's Office and the Clerk Auditor's Office. Therefore, any general fund discrepancies have to be explained to the satisfaction of both offices.

What will be changing in the Treasurer's Office? Despite these safeguards, the Clerk/Auditor and I agree that her office should perform a reconciliation of the property tax account. In the event that either the Treasurer or the Chief Deputy Treasurer was absent from work for an extended period of time, there would not be sufficient secondary review for the property tax account.

It is theoretically possible for the Treasurer or Chief Deputy Treasurer to accept tax payments, abate or cancel them in the accounting system and then pocket the cash. Therefore, I have asked the Clerk/Auditor's Office to perform an audit of abatements and cancelations for 2015 and will request one annually going forward. The audit will allow the Clerk/Auditor's Office to match all abatements and cancelations with signed applications from the taxpayer, or other evidence, ensuring that all entries are legitimate. I will also continue to bring all abatements and cancelations before the council with explanations for each reduction in tax.

What else needs to be done? I will be examining all of the processes in my office more closely and will report my findings to the Council. State Code 7-36-45 states "Each county legislative body shall, with the advice and assistance of the county auditor and county treasurer, implement an internal control structure..." Therefore, I will also provide any advice or assistance that is helpful to the Council or the

Clerk/Auditor in regards to my office or other parts of the County. I also welcome any examination of the records in the Treasurer's Office.

## Investments

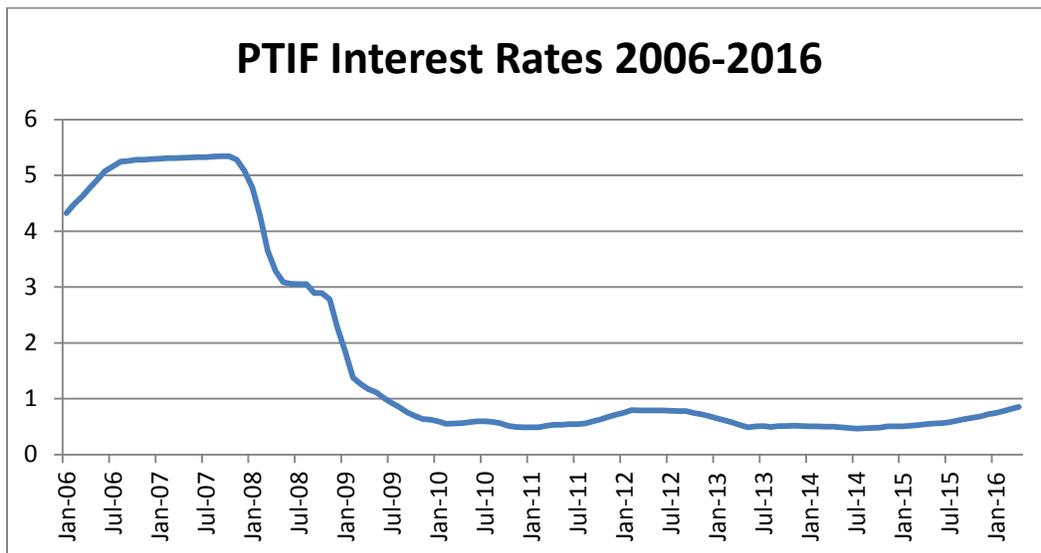
### Zions Capital Advisors

Earlier this year, the Council approved my recommendation to invest 2 million of the general fund balance with Zions Capital Advisors (ZCA). The biggest downside to this investment was that if the funds were unexpectedly needed to cover an expense, then some investment return could be lost. The County's available cash, as of 4/30/2016, not counting the ZCA investment, is not significantly different from the cash available at the same time last year ((\$4,401,341 in 2016 vs. \$4,430,779 in 2015). In 2015 our available cash never dropped below 2 million. Therefore, I don't anticipate any need to pull money from our ZCA investment.

Attached is a report of the portfolio holdings in our ZCA account. Highlighted are the names of the companies and agencies that money has been invested with so far, as well as the maturity date and yield. As of 5/11/2016 about half of our money has been invested in bonds outside of the Public Treasurer's Investment Fund (PTIF). ZCA is purchasing attractive bonds as they become available. Any money not invested in bonds is held in a PTIF account so we are always earning at least the same interest rate as PTIF. I am receiving training in early July that will allow me to provide more in depth reports on the performance of this investment.

### Public Treasurer's Investment Fund

Interest rates have been increasing in the PTIF over the last year (average 0.6% in 2015 vs. 0.8% in 2016) but are still very low historically (see graph below). Grand County's interest earnings increased in 2015 to \$33,563 from \$19,722 in 2014. Even with the rate increases, interest earnings will likely continue to be a very small component of County income. Attached is a quarterly report from PTIF which show the top ten holdings and current interest rate.



### Zions Bank

Our general fund bank account is not currently earning any interest but it does earn a credit that is applied toward monthly bank fees. Bank fees have decreased since I negotiated to lower them in September 2015. The average monthly bank fee has dropped from \$660.55 to \$453.21. Zions has also provided Grand County with check scanning services and hardware as part of the negotiation. Scanning makes deposits easier and allows the County to retain images of deposited checks for reference and research.

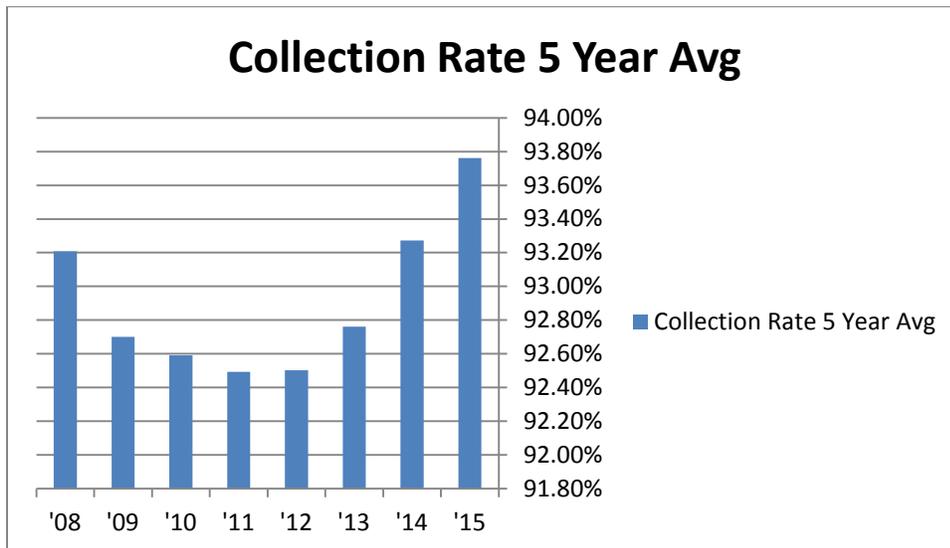
### Wells Fargo and Mountain America Credit Union

The property tax account was switched from Wells Fargo to Mountain America Credit Union (MACU) in March. I did this after analyzing fees and determining that MACU was significantly cheaper. A check scanner and service is also included with the MACU account. Average monthly fees for the property tax account have dropped from \$113.67 to \$30.00.

## **2015 Collections**

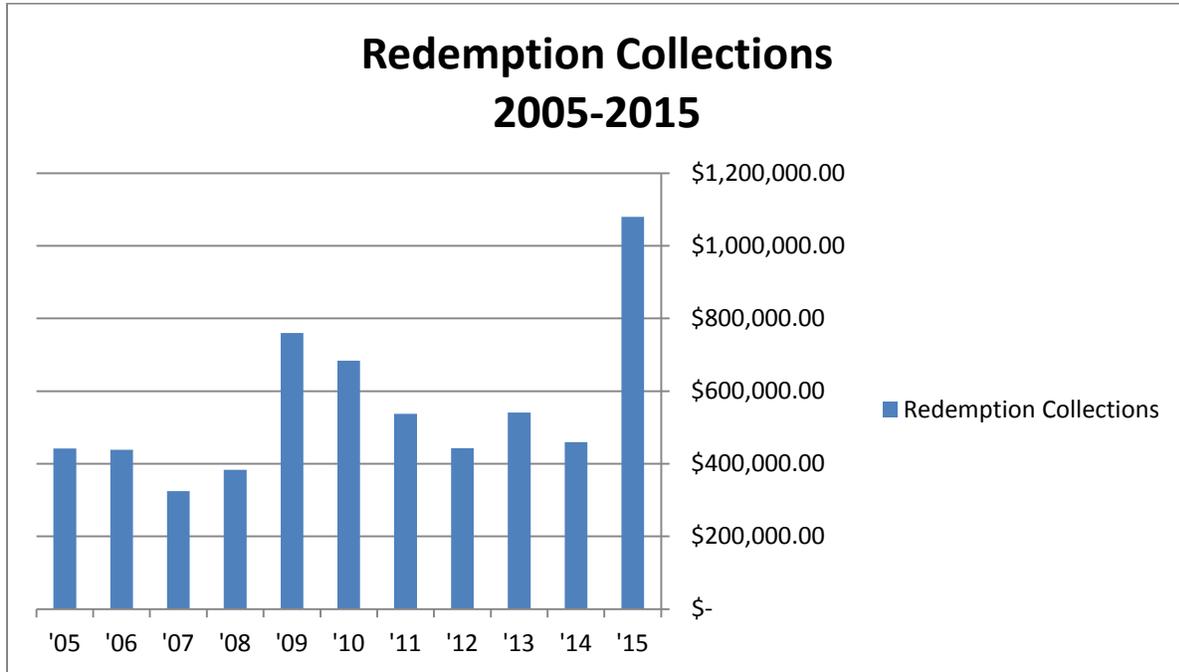
### Collection Rate

The collection rate is the proportion of taxes collected vs. the total taxes charged. It is an important statistic that is calculated by the Treasurer's Office and reported to the State. The State Tax Commission uses a 5 year average of the collection rate in its formula for each entity's certified tax rate. The higher the collection rate the lower the certified tax rate. There was a significant increase in the collection rate from 2014 (92.8%) to 2015 (94.3%). This increase will result in lower taxes for every taxpayer in the County. Along with general improvement in the economy, I think that the redesigned tax bill helped improve collections by being clearer and easier to understand.



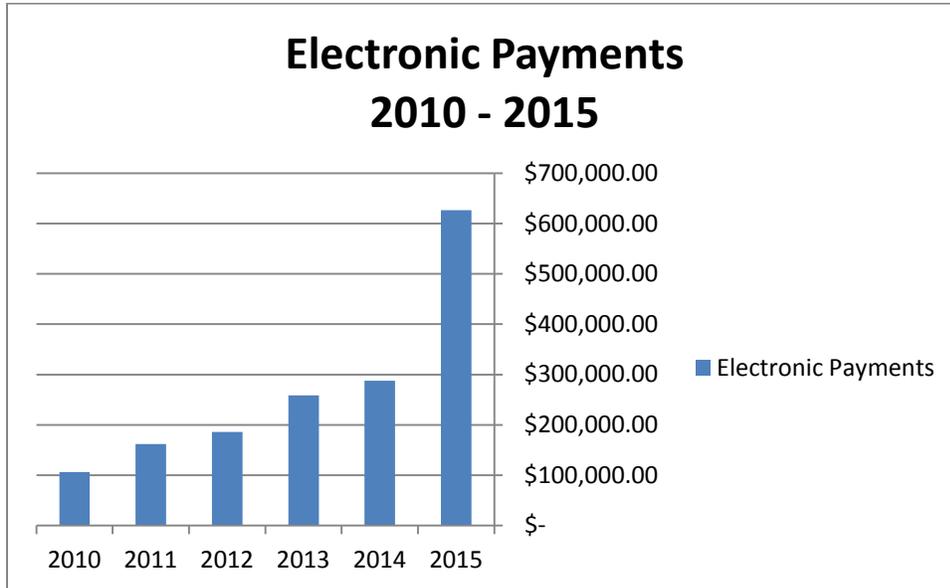
### Redemption Collections

The amount of delinquent taxes collected each year is also calculated by the Treasurer's Office and reported to the State. Similar to the collection rate, redemption collections are factored into the certified tax rate. Increased redemption collections result in a lower certified tax rate. Redemption collections in 2015 (\$1,079,938) were more than double 2014 (\$459,557). Again, this increase will result in lower taxes for every taxpayer in the County. The dramatic spike in redemption collections can be explained by our effort to keep delinquent tax payers better informed. The post cards sent to each delinquent tax payer and inclusion of delinquencies on the tax bill had a major impact on collections.



### Electronic Payments

Payments received by debit/credit cards or by transfer from a bank account also increased significantly in 2015 (\$626,349) vs. 2014 (\$287,733). These payments are automatically downloaded into our tax accounting program and eliminate the need to open envelopes and manually enter transactions. Electronic payment options were more prominently advertized on the tax bill, the Treasurer’s website and in all of my communication with taxpayers. This effort to encourage electronic payments has clearly led to more use. In addition to being more efficient for the County, electronic payments are more convenient for taxpayers who use it.



### **Upcoming Projects**

Tax information online – A web site has been created and is in the testing stages that will allow the public to search for parcel specific tax information. This will greatly reduce phone calls to the Treasurer’s Office for basic tax information. It will also be more convenient for taxpayers, mortgage companies, title companies, banks and realtors.

Automatic payment of property taxes – Later this year, tax payers will be able to sign up to have the exact amount of tax they owe automatically withdrawn from their bank account on an annual or monthly basis. This will increase electronic payments and should improve the collection rate. It will also help taxpayers avoid the late payment penalty and will be more convenient in general for those who sign up.

**INSTITUTIONAL LIQUIDITY  
MANAGEMENT**

**Report:** Portfolio Holdings  
**Account:** ZWA-Grand County (63072)  
**As of:** 05/11/2016  
**Base Currency:** USD

**Cash**

Identifier	Base Original Units	Base Current Units
CCYUSD	(200,114.88)	(200,114.88)
<b>CCYUSD</b>	<b>(200,114.88)</b>	<b>(200,114.88)</b>

**MMFund**

Identifier	Base Original Units	Base Current Units
654080001	1,226,093.85	1,226,093.85
<b>654080001</b>	<b>1,226,093.85</b>	<b>1,226,093.85</b>

**Fixed Income**

Identifier	Base Original Units	Base Current Units
06048WDB3	32,000.00	32,000.00
172967KF7	100,000.00	100,000.00
233851BD5	50,000.00	50,000.00
3134G9EN3	100,000.00	100,000.00
3134G8PB9	100,000.00	100,000.00
3134G8SF7	100,000.00	100,000.00
3134G9FT9	100,000.00	100,000.00
3135G0J46	100,000.00	100,000.00
3135G0TB9	100,000.00	100,000.00
38141EB73	100,000.00	100,000.00
61745E2T7	40,000.00	40,000.00
61745ET92	50,000.00	50,000.00
<b>---</b>	<b>972,000.00</b>	<b>972,000.00</b>

**Summary**

Identifier	Base Original Units	Base Current Units
<b>---</b>	<b>1,997,978.97</b>	<b>1,997,978.97</b>

- \* Grouped By: Asset Class
- \* Groups Sorted By: Asset Class
- \* Weighted By: Base Market Value + Accrued
- \* Holdings Displayed By: Position

Description	Asset Class	Rating	Coupon	Final Maturity
Payable	Cash	AAA	0.000	05/11/2016

<b>Payable</b>	<b>Cash</b>	<b>AAA</b>	<b>0.000</b>	<b>05/11/2016</b>
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Description	Asset Class	Rating	Coupon	Final Maturity
UT St Treasurer's Public Inv Pool A	MMFund	NA	0.000	05/11/2016

<b>UT St Treasurer's Public Inv Pool A</b>	<b>MMFund</b>	<b>NA</b>	<b>0.000</b>	<b>05/11/2016</b>
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Description	Asset Class	Rating	Coupon	Final Maturity
BANK OF AMERICA CORPORATION	Fixed Income	BBB+	2.690	08/04/2017
CITIGROUP INC	Fixed Income	BBB+	1.496	12/07/2018
DAIMLER FINANCE NORTH AMERICA LLC	Fixed Income	A-	1.125	03/10/2017
FEDERAL HOME LOAN MORTGAGE CORP	Fixed Income	AAA	1.625	05/26/2020
FEDERAL HOME LOAN MORTGAGE CORP	Fixed Income	AAA	1.875	03/30/2021
FEDERAL HOME LOAN MORTGAGE CORP	Fixed Income	AAA	1.900	03/30/2021
FEDERAL HOME LOAN MORTGAGE CORP	Fixed Income	AAA	1.875	05/24/2021
FEDERAL NATIONAL MORTGAGE ASSOCIATION	Fixed Income	AAA	1.250	02/26/2019
FEDERAL NATIONAL MORTGAGE ASSOCIATION	Fixed Income	AAA	1.570	01/09/2020
GOLDMAN SACHS GROUP INC	Fixed Income	A-	1.718	11/15/2018
MORGAN STANLEY	Fixed Income	A-	4.500	11/28/2018
MORGAN STANLEY DEAN WITTER & CO.	Fixed Income	A-	5.000	10/27/2018

---	<b>Fixed Income</b>	<b>AA</b>	---	<b>10/18/2019</b>
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Description	Asset Class	Rating	Coupon	Final Maturity
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Effective Maturity	Base Book Value	Market Price	Yield
05/11/2016	(200,114.88)	1.000	0.000
<b>05/11/2016</b>	<b>(200,114.88)</b>	<b>1.000</b>	<b>0.000</b>

Effective Maturity	Base Book Value	Market Price	Yield
05/11/2016	1,226,093.85	1.000	0.000
<b>05/11/2016</b>	<b>1,226,093.85</b>	<b>1.000</b>	<b>0.000</b>

Effective Maturity	Base Book Value	Market Price	Yield
08/04/2017	32,173.91	100.343	2.409
12/07/2018	99,278.28	99.495	1.693
03/10/2017	49,837.68	100.012	1.110
08/26/2016	100,000.00	100.030	1.565
03/30/2021	100,000.00	99.990	1.877
03/30/2021	100,000.00	100.000	1.896
08/24/2016	99,993.00	100.030	1.814
02/26/2019	100,000.00	99.950	1.268
01/09/2020	100,000.00	100.000	1.562
11/15/2018	99,763.02	99.984	1.737
11/28/2018	41,882.14	106.750	1.772
10/27/2018	53,183.60	106.156	2.416
<b>12/05/2018</b>	<b>976,111.64</b>	<b>---</b>	<b>1.716</b>

Effective Maturity	Base Book Value	Market Price	Yield
<b>08/12/2017</b>	<b>2,002,090.61</b>	<b>---</b>	<b>0.838</b>

**Utah Public Treasurers' Investment Fund**  
**Portfolio Statistics**  
**as of March 31, 2016**

**Portfolio Summary**

Weighted Average Maturity (WAM)	55.17
Percentage of Portfolio Maturing/Repricing with 30 days	30.64%
Percentage of Portfolio Maturing/Repricing with 90 days	89.00%
360 Day Interest Rate	0.81%
365 Day Interest Rate	0.82%

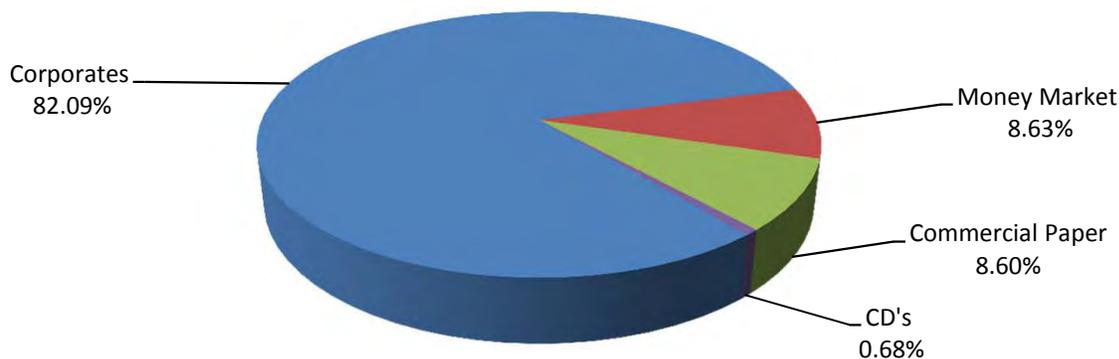
**Top Ten Holdings**

Fidelity Institutional Money Market Fund	4.31%
Wells Fargo & Co	3.71%
Citigroup	3.14%
American Express	3.10%
General Electric	2.97%
Bank of America	2.73%
Met Life	2.62%
Federated Prime Money Market Fund	2.59%
Morgan Stanley	2.28%
JP Morgan Chase	2.11%
<i>Top Ten as a Percentage of Total Portfolio</i>	29.56%

**Key Rate History**

	<u>3/31/2016</u>	<u>12/31/2015</u>	<u>3/31/2015</u>
Fed Funds Target	0.25-0.50%	0.25-0.50%	0-0.25%
3 Month Treasury Bill	0.17%	0.16%	0.03%
3 Month LIBOR	0.63%	0.61%	0.27%
30 Day CP	0.40%	0.40%	0.13-0.17%
1 Year Treasury Bill	0.58%	0.60%	0.27%
2 Year Treasury Note	0.72%	1.05%	0.57%

**Portfolio Composition**



# May 2016

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
1	<ul style="list-style-type: none"> <li>1:00PM Affordable Housing Task Force (Chambers)</li> <li>5:00PM Airport Board (Chambers)</li> </ul>	<ul style="list-style-type: none"> <li>8:30AM Safety &amp; Accident Review Committee (Chambers)</li> <li>2:00PM Housing Workshop (Chambers)</li> <li>4:00PM County Council Meeting (Chambers)</li> </ul>	4	<ul style="list-style-type: none"> <li>8:30AM CIB Review Mtg with Transportation District on the La Sal Loop Rd application (SLC Multi agency office Building)</li> <li>5:30PM Mosquito Abatement District (District Office)</li> <li>7:00PM Grand Water &amp; Sewer Service Agency (District Office)</li> </ul>	6	7	
8	<ul style="list-style-type: none"> <li>12:30PM Council on Aging (Grand Center)</li> <li>7:00PM Conservation District (Youth Garden Project)</li> </ul>	<ul style="list-style-type: none"> <li>12:00PM Trail Mix Committee (Grand Center)</li> <li>3:00PM Travel Council Advisory Board (Chambers)</li> <li>5:30PM OSTA Advisory Committee (OSTA)</li> <li>6:00PM Cemetery Maintenance District (Sunset Memorial)</li> <li>6:00PM Transportation SSD (Road Shed)</li> </ul>	<ul style="list-style-type: none"> <li>12:00PM Area Sector Analysis Process (ASAP) Steering Committee Meeting (USU Moab-Room R)</li> <li>5:00PM Agenda Summaries Due</li> <li>6:00PM Planning Commission (Chambers)</li> <li>7:00PM Thompson Springs Fire District (Thompson)</li> </ul>	<ul style="list-style-type: none"> <li>4:00PM Solid Waste Management SSD (District Office)</li> <li>5:30PM Library Board (Library)</li> <li>7:00PM Thompson Springs Water SSD (Thompson)</li> </ul>	<ul style="list-style-type: none"> <li>10:00AM Historical Preservation Commission (Grand Center)</li> <li>2:00PM Moab Boulder Park Grand Opening (Lions Park)</li> </ul>	14	
15	16	<ul style="list-style-type: none"> <li>12:00PM Chamber of Commerce (Zions Bank)</li> <li>2:00PM Housing Workshop (Chambers)</li> <li>4:00PM County Council Meeting (Chambers)</li> <li>6:00PM Municipal Building Authority Meeting (Chambers (6pm or later))</li> </ul>	<ul style="list-style-type: none"> <li>1:00PM Moab Area Watershed Partnership (Water District Office)</li> <li>6:00PM Recreation SSD (City Chambers)</li> </ul>	<b>Biz Summit ♦ Price</b> <ul style="list-style-type: none"> <li>12:00PM Housing Authority Board (City Chambers)</li> <li>1:30PM Exemplary / Performance Review Committee Meeting (Chambers)</li> <li>4:00PM Arches SSD (Fairfield Inn &amp; Suites)</li> <li>7:00PM Grand Water &amp; Sewer Service Agency (District Office)</li> </ul>	20	21	
22	23	<b>Gov's Utah Energy Developme... ♦ SLC</b> <ul style="list-style-type: none"> <li>2:45PM Mental Health Board (Green River)</li> <li>5:00PM Public Health Board (Green River)</li> </ul>		<b>Western Interstate Region Conference ♦ Jackson, WY</b> <ul style="list-style-type: none"> <li>6:00PM Planning Commission (Chambers)</li> <li>1:00PM Association of Local Governments (ALG) (Price)</li> <li>5:30PM Canyonlands Healthcare SSD (Moab Regional Hospital)</li> </ul>		<ul style="list-style-type: none"> <li>10:00AM BLM Coordination Meeting (Chambers)</li> </ul>	28
29	<b>Memorial Day</b> <ul style="list-style-type: none"> <li>8:00AM County Offices Closed</li> </ul>	<ul style="list-style-type: none"> <li>9:00AM Council Administrative Workshop (if needed) (Chambers)</li> </ul>	<ul style="list-style-type: none"> <li>5:00PM Agenda Summaries Due</li> </ul>	<ul style="list-style-type: none"> <li>5:30PM Mosquito Abatement District (District Office)</li> <li>7:00PM Grand Water &amp; Sewer Service Agency (District Office)</li> </ul>	3	4	

# June 2016

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
29	8:00AM - 5:00PM County Offices Closed	9:00AM - 9:00AM Council Administrative Workshop (if needed) (Chambers)	5:00PM - 5:30PM Agenda Summaries Due	5:30PM - 5:30PM Mosquito Abatement District (District Office) 7:00PM - 7:00PM Grand Water & Sewer Service Agency (District Office)			
5	5:00PM - 5:00PM Airport Board (Chambers)	<b>ULGT Risk Assess</b> 8:30AM - 8:30AM Safety & Accident Review Committee (Chambers) 2:00PM - 3:45PM Housing Workshop (Chambers) 4:00PM - 4:00PM County Council Meeting (Chambers)	6:00PM - 6:00PM Planning Commission (Chambers) 7:00PM - 7:00PM Thompson Springs Fire District (Thompson)	10:30AM - 3:00PM Open & Public Meetings Act Training (Grand Center) 3:30PM - 3:30PM Sand Flats Stewardship Committee (Chambers) 4:00PM - 4:00PM Solid Waste Management SSD (District Office) 7:00PM - 7:00PM Thompson Springs Water SSD (Thompson)	10	11	
12	12:30PM - 12:30PM Council on Aging (Grand Center) 7:00PM - 7:00PM Conservation District (Youth Garden Project)	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 - 6:01PM Cemetery Maintenance District (Sunset Memorial) 6:00PM - 6:00PM Transportation SSD (Road Shed)	5:00PM - 5:00PM Agenda Summaries Due 6:00PM - 6:00PM Recreation SSD (City Chambers)	12:00PM - 12:00PM Housing Authority Board (City Chambers) 1:30PM - 3:30PM Exemplary / Performance Review Committee Meeting (Chambers) 4:00PM - 4:00PM Arches SSD (Fairfield Inn & Suites)	17	18	
19		12:00PM - 12:30PM Chamber of Commerce (Zions Bank) 2:00PM - 3:45PM Housing Workshop (Chambers) 4:00PM - 4:00PM County Council Meeting (Chambers)	1:00PM - 1:00PM Homeless Coordinating Committee (Zions Bank) 6:00PM - 6:00PM Planning Commission (Chambers)	9:00AM - 9:00AM Canyon Country Partnership (DNR Building, Price) 12:00PM - 12:00PM Local Emergency Planning Committee (Fire Dept) 1:00PM - 1:00PM Association of Local Governments (ALG) (Price) 5:30PM - 5:30PM Canyonlands Healthcare SSD (Moab Regional Hospital)	7:00PM - 7:00PM Grand Water & Sewer Service Agency (District Office)	24	25
26		<b>Primary Elections</b>	5:00PM - 5:00PM Agenda summaries Due				
27							
28							
29							
30							
					1		
						2	



## Employment Opportunities

### **Emergency Medical Technician - Basic**

Posted March 15, 2016 8:00 AM | Closes September 30, 2016 3:00 PM

Job Summary Under the supervision of the Director of Emergency Medical services , this position requires current Utah Emergency Medical ... [Full Description](#)

[Apply Online](#)

### **GCSO - Assistant Food Service Manager in Jail**

Posted February 19, 2016 | Closes June 30, 2016 3:00 PM

Apply Online Job Summary Under the supervision of the Food Service Manager, assists in planning menus, ordering supplies, and preparing meals for persons... [Full Description](#)

### **GCSO Corrections Officer**

Posted May 10, 2016 | Closes May 27, 2016 5:00 PM

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

### **GCSO Drug Court Tracker**

Posted May 10, 2016 | Closes May 27, 2016 5:00 PM

Apply Online Job Summary The Deputy Sheriff Drug Court Tracker under the direction of the Sheriff provides efficient public safety to the citizens of Grand County,... [Full Description](#)

### **Library Clerk (Part time)**

Posted April 18, 2016 2:00 PM | Closes July 1, 2016

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

[Apply Online](#)

### **Noxious Weed Control Technician (Seasonal)**

Posted April 18, 2016 8:00 AM | Closes May 16, 2016

Job Summary Under the direction of the Weed Supervisor the Weed Technician performs a variety of work associated with grant funding which may include collection of data... [Full Description](#)

[Apply Online](#)

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**MAY 17, 2016**  
 Agenda Item: G

<b>TITLE:</b>	Approving Property Tax Deferrals
<b>FISCAL IMPACT:</b>	The impact, which is spread across all taxing entities, is to defer approximately \$2,200.00 to \$11,200.00 in delinquent property tax payments until Nov 30 <sup>th</sup> 2016.
<b>PRESENTER(S):</b>	Chris Kauffman, Grand County Treasurer

**Prepared By:**  
 Chris Kauffman  
 Grand County  
 Treasurer  
 435-259-1338  
 ckauffman@grandco  
 untuyutah.net

**FOR OFFICE USE ONLY:**  
**Attorney Review:**  
  
  
 N/A

**RECOMMENDATION:**  
 I move to approve the property tax deferrals as presented, and authorize the Chair to sign all associated documents.

**BACKGROUND:**  
 Each year the Treasurer is tasked with identifying all parcels with taxes that are 5 or more years delinquent. These parcels are eligible for tax sale which happens in May or June (2016 sale date is 5/26/2016). Auctioning property on the courthouse steps is a time consuming process and is not a desirable outcome for the taxpayer or the County. The Treasurer and the Clerk/Auditor make every effort to contact these taxpayers and encourage them to get the taxes paid in order to avoid the tax sale. In some circumstances, taxpayers are unable to pay all of the delinquent tax by the sale date. It is common practice in Grand County, and many other counties, to allow these taxpayers 6 more months to pay. In the past, this has been accomplished by having the taxpayer sign a contract with the Treasurer, agreeing to pay the delinquent tax by November 30<sup>th</sup>.

I believe that a more appropriate process is to have taxpayers apply for a deferment that is approved by the Council. State Code 59-2-1347 states that "If any interested person applies to the county legislative body for an adjustment or deferral of taxes levied against property assessed by the county assessor, a sum less than the full amount due may be accepted, or the full amount may be deferred, where, in the judgment of the county legislative body, the best human interests and the interests of the state and the county are served." It is important to note that interest still accumulates on deferred taxes. Also, if the taxes are not paid by November 30<sup>th</sup>, then 2016 taxes will also be owed in order to redeem the property and that parcel will not be eligible for the same deferment in 2017. If they have received a deferment in the previous year, a taxpayer would need to bring their case to the Council in person and provide evidence of their inability to pay.

Grand County has not sold a parcel at tax sale since 2004. In 2016, of the 17 parcels originally eligible for tax sale, all have been redeemed except for three. As of 5/11/2016, I have received two deferment applications (parcels 02-00016-0038 and 02-0007-0030) totaling approximately \$2,200.00 in delinquent taxes, penalty and interest. There is still one other parcel (02-0017-0120) eligible for tax sale. So, by the time of the sale there may be an additional application for deferment of approximately \$9,000.00 if the owner is unable to pay. Because this is the last Council meeting before the tax sale date, I am requesting pre-approval of a deferment on parcel 02-0017-0120, in addition to approval of the two existing applications. Approval of the deferment on parcel 02-0017-0120 would be contingent upon the receipt of a deferral application prior to the tax sale date.

If the Council does not approve the two existing applications, it will not be possible

to sell the properties at the 2016 tax sale because they have not been advertized for the statutory 4 weeks. When an application (or previously a contract) has been signed I have requested that the Clerk/Auditor remove that parcel from the tax sale list. I apologize for not bringing this change in procedure to the Council earlier in the year so that there would still be sufficient time to advertize the parcels. However, under State Code 59-2-1353 to 1358, the County could still foreclose on the properties and ask the court to approve a Sheriff's sale. Also, if the Council is uncomfortable with the current deferral process, a different one could be established for 2017.

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**

MAY 17, 2016

Agenda Item: H

<b>TITLE:</b>	Authorizing submission in 2016 of a match-required grant application to the Federal Lands Access Program (FLAP) for an alternative transportation project along the Colorado River, the Half-Mile Gap, for potential 2017 funding
<b>FISCAL IMPACT:</b>	Total project cost is \$6,844,000 and requires a 6.77% match of \$463,339. Match options are listed below
<b>PRESENTER(S):</b>	Kimberly Schappert, Executive Director, Moab Trails Alliance & Zacharia Levine, Community Development Director

**Prepared By:**

Kimberly Schappert  
 Executive Director  
 Moab Trails Alliance  
 210 East 300 South  
 Moab, UT 84532  
 260-8197

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**RECOMMENDATION:**

I move to authorize submission during 2016 of a Federal Lands Access Program grant application in the approximate total amount of \$6.8 million with the understanding that such grant application will require a one-time 2017 \$463,339 match, and authorize the Chair to sign all associated documents.

**BACKGROUND:**

The 1/2 mile gap along the Colorado Riverway Path is the last component in the North Moab Recreation Areas Alternative Transportation System to be completed. Currently, over 2000 cyclists and pedestrians use this facility per week on average, with peak weekends pushing the numbers much higher. This gap forces cyclists and pedestrians back onto a 2-lane shoulder-less road, creating unsafe conditions at the busy confluence of Granstaff campground, Negro Bill Canyon, the terminus of the Whole Enchilada mountain bike trail, and commuter, tourist, and outfitter traffic.

This project has full support from the National Park Service and BLM.

Possible 2017 combined funding sources include:

- Local Option Sales Tax Revenue
- TRT Revenue
- Transportation Special Service District
- Utah State Parks Recreational Trails Program
- Utah Legislature appropriation
- Way Point grant

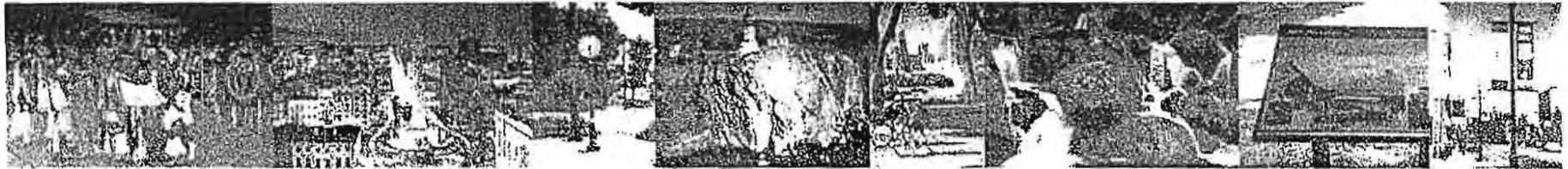
**ATTACHMENT(S):**

1. FLAP Eligibility / and Call for Projects
2. Letters to Senate President Wayne Niederhauser (2014 and 2015, with cost estimates)
3. CIB List (excerpt)
4. North Moab Recreation Areas Alternative Transportation System Funding Sources
5. Email from NPS Community Planner
6. Resolution on local option sales and use tax

# Federal Lands Access Program



U.S. Department of  
Transportation

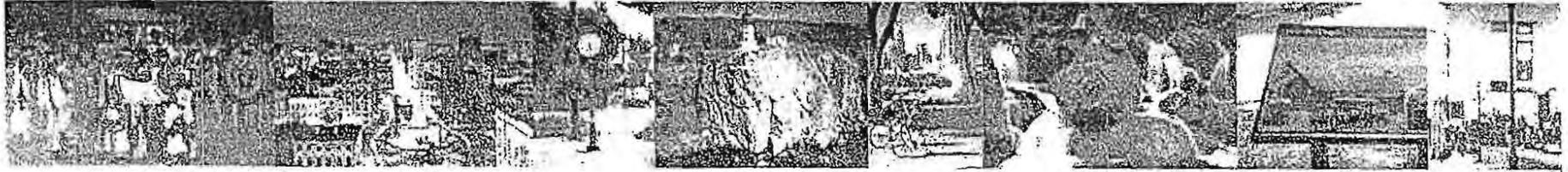


**Eligibility** – Funds made available under the Access Program shall be used to pay the cost of:

(A) transportation planning, research, engineering, preventive maintenance, rehabilitation, restoration, construction, and reconstruction of Federal Lands Access Transportation Facilities located on or adjacent to, or that provide access to, Federal land, and—

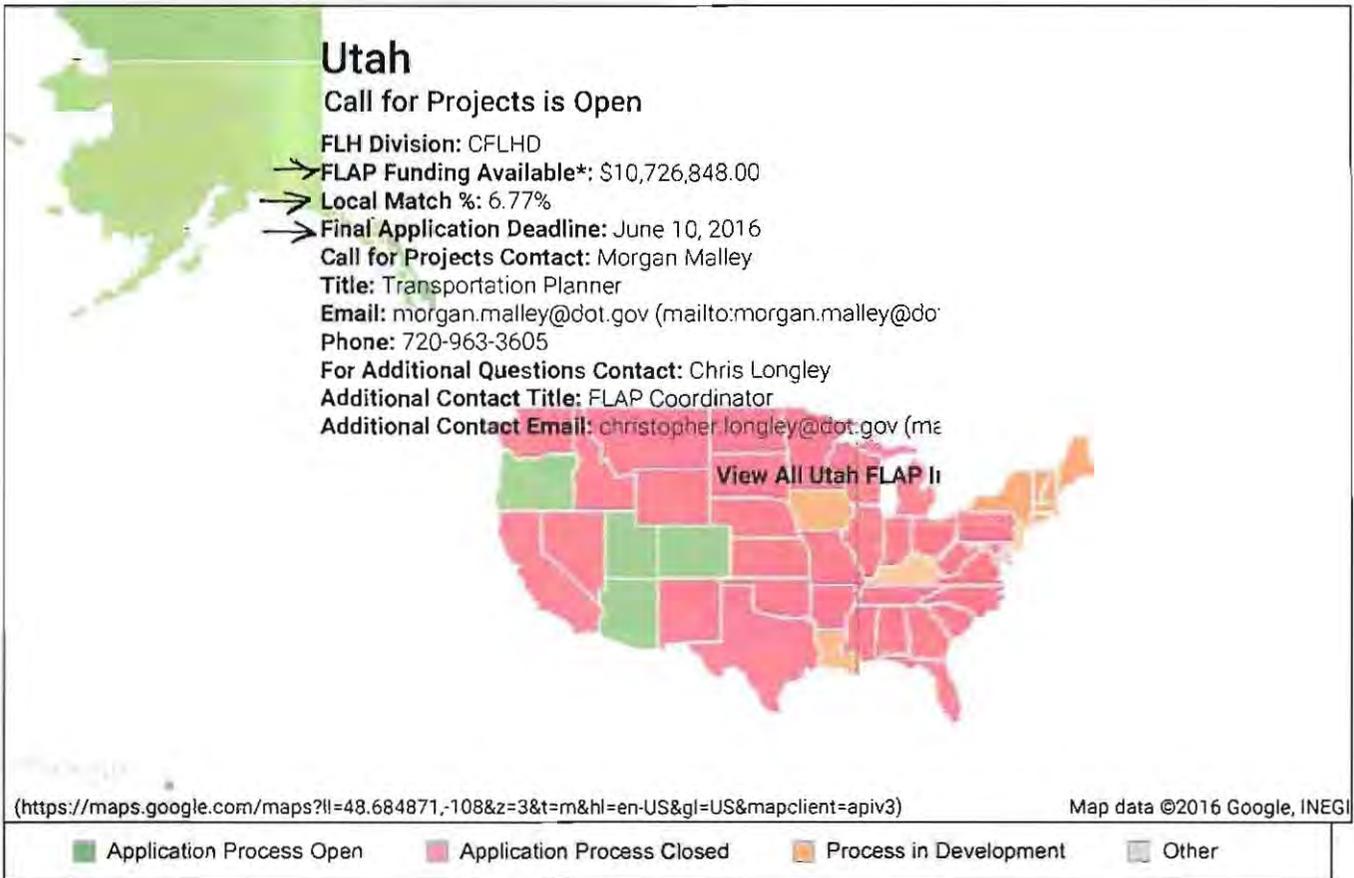
- (i) adjacent vehicular parking areas;
- (ii) acquisition of necessary scenic easements and scenic or historic sites;
- (iii) provisions for pedestrians and bicycles;

# Federal Lands Access Program



## Eligibility - cont.

- (iv) environmental mitigation in or adjacent to Federal land to improve public safety and reduce vehicle-caused wildlife mortality while maintaining habitat connectivity;
  - (v) construction and reconstruction of roadside rest areas, including sanitary and water facilities; and
  - (vi) other appropriate public road facilities, as determined by the Secretary;
- (B) operation and maintenance of transit facilities; and
- (C) any transportation project eligible for assistance under title 23 that is within or adjacent to, or that provides access to, Federal land.





**GRAND COUNTY COUNCIL MEMBERS**  
A. Lynn Jackson (Chair) · Elizabeth Tubbs (Vice Chair)  
Gene Ciarus · Ken Ballantyne · Pat Holyoak  
Jim Nyland · Rory Paxman

June 12, 2014

Senator Wayne Niederhauser  
Utah State Senate President  
P.O. Box 901136  
Sandy, Utah 84090-1136

Dear Senator Niederhauser:

It was a pleasure to meet you in person at our recent grand opening of the Lions Park Transit Hub and Colorado River Pathway. Thank you for taking time to speak in support of this amazing community asset and in support of the entire North Moab Recreation Area Alternative Transportation System.

Senator, we particularly appreciate that you spoke in support of funding options for the "donut hole" half-mile gap of the pathway along the river toward Negro Bill Canyon. Once the half-mile gap of the three-mile pathway is funded and constructed, a complete pathway will provide safety to all who utilize it, particularly for mountain bikers descending the famous Porcupine Rim singletrack onto State Highway 128 headed downriver toward the Transit Hub and town (a route you apparently are personally familiar with) and for hikers walking upriver from the Transit Hub to Negro Bill Canyon located just beyond the gap. Their safety, and the safety of all others who use the east section of the pathway, is compromised as soon as one section of the pathway ends since they must then enter the highway which is steep above the river, narrow and shoulderless... and with high traffic passing both directions.

Meanwhile, the counter, located at the west side of the pathway closer to the Transit Hub, indicates that use of the Colorado River Pathway continues to climb beyond our expectations, having surpassed 44,500 clicks in just over seven weeks. This is exciting and concerning at the same time. We are reaching out for funding support, as time is of the essence for safety reasons.

In closing, we thought you might be interested in the story that the *Moab Times-Independent* newspaper published about the grand opening; the article is enclosed. Thank you again, Senator, for all your support with this project and for speaking at our celebration.

Sincerely,

A handwritten signature in black ink that reads "A. Lynn Jackson". The signature is written in a cursive, flowing style.

A. Lynn Jackson, Chair  
Grand County Council

Encl.



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

January 21, 2015

Senate President Wayne L. Niederhauser  
3182 E. Granite Woods Ln.  
Sandy, UT 84092

Dear Senate President Niederhauser:

As a follow up to the conversations of last May at the grand opening of the Lions Park Transit Hub and Colorado River Pathway, please accept this update. The path and hub have wildly exceeded expectations for visitation during the 2014 season. By October 15th, 5-1/2 months after the bike/pedestrian clicker counter was installed on the new pathway, 216,000 clicks, representing people from all over the state of Utah, foreign visitors, and local citizens, were counted with every demographic represented! A new recreational opportunity along the river corridor has opened and people are changing their lifestyles because of it. It was rewarding to note the first-time users who were there because of the safety afforded by the hub and trail.

As you noted during your visit, the half-mile gap, or "donut hole", between Negro Bill Canyon and the last causeway along SR-128, is an unfortunate reminder that the job is not finished. The Moab Trails Alliance and Grand County would like to work with you and the legislature to put together a package to fund this gap.

Please see the enclosed estimates provided by Horrocks Engineers, the County's engineer of record. Horrocks has worked with Grand County on each of our projects in the North Moab Recreation Area Alternative Transportation System and understands the unique environment of the Colorado River corridor. We are confident that they will provide the most practical and fiscally responsible solution for this last leg of pathway.

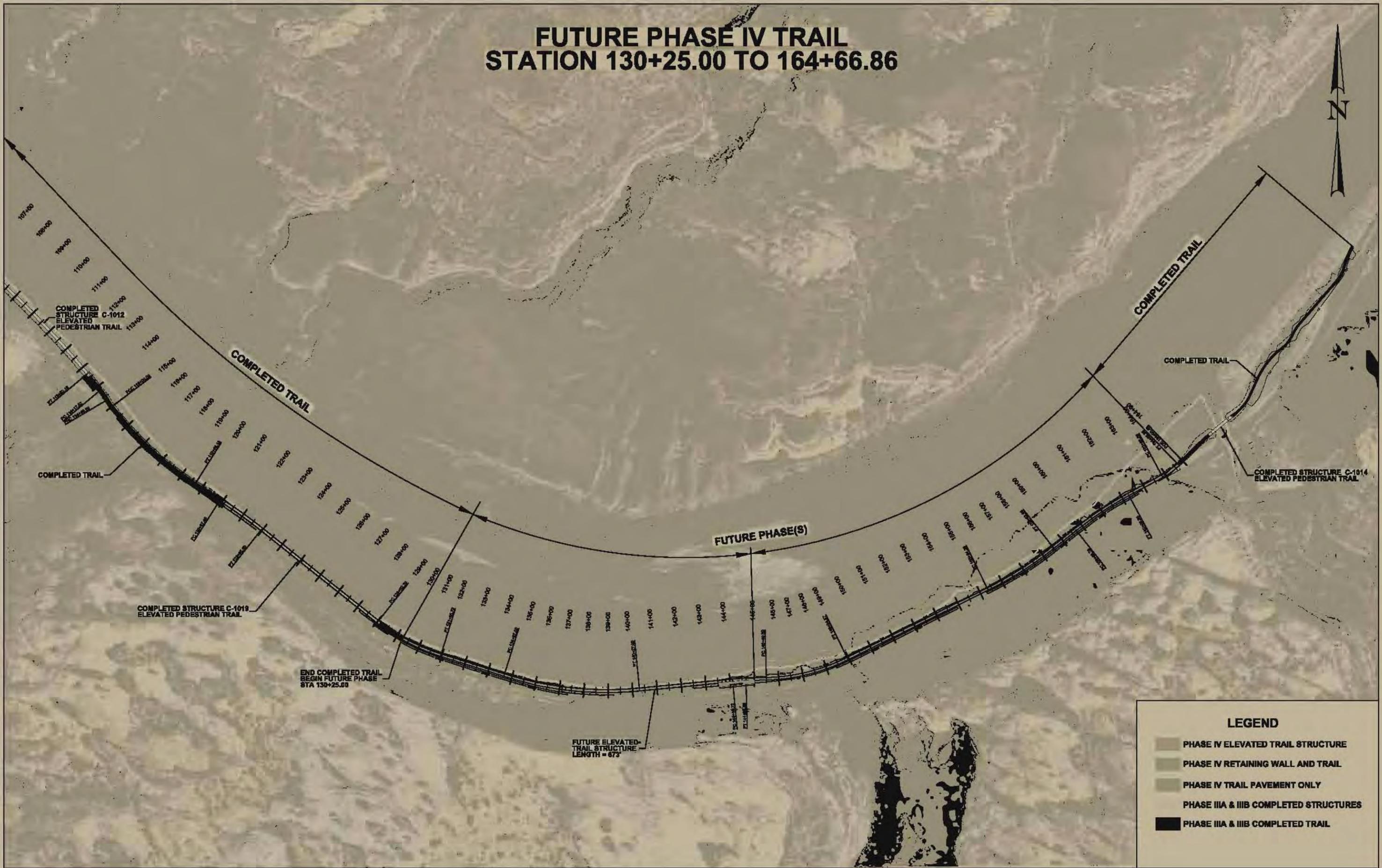
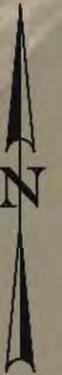
Thank you for your consideration,

A handwritten signature in cursive script, appearing to read "Elizabeth A. Tubbs".

Elizabeth A. Tubbs, Chair  
Grand County Council

Encl.

# FUTURE PHASE IV TRAIL STATION 130+25.00 TO 164+66.86



LEGEND	
	PHASE IV ELEVATED TRAIL STRUCTURE
	PHASE IV RETAINING WALL AND TRAIL
	PHASE IV TRAIL PAVEMENT ONLY
	PHASE IIIA & IIIB COMPLETED STRUCTURES
	PHASE IIIA & IIIB COMPLETED TRAIL

Pin: Project Name: Colorado River Pathway Concept Phase IV  
 Cost Estimate Project Summary - Concept Level

Prepared By \_\_\_\_\_ Date \_\_\_\_\_

Project Length =	0.647	miles	3,417	ft
Current Year =	2013	2013 bid prices		
Assumed Construction Year =	2017			
Construction Items Inflation Factor =	1.30	4 yrs for inflation		
Assumed Yearly Inflation for Engineering Services (PE and CE) (%/yr) =	5.0%			
Assumed Yearly Inflation for Right of Way (%/yr) =	1.0%			
Contingency for Items not Estimated (% of Construction) =	20.0%			
Preliminary Engineering (% of Construction + Incentives) =	14.0%			
Construction Engineering (% of Construction + Incentives) =	10.0%			

Construction Funding Segments	Assumed Construction Year	Proposed Commission Request	COMMENTS
Segment 1: STA 130+25.00 TO STA 145+00.00	2017	\$4,334,000	
Segment 2: STA 145+00.00 TO STA 164+66.86	2017	\$2,510,000	
Total Proposed Commission Request to complete Concept Phase IV		<u>\$6,844,000</u>	

Pin: Project Name: Colorado River Pathway Concept Phase IV  
 Segment 1: STA 130+25.00 TO STA 145+00.00

Prepared By	Date
Project Length =	0.275 miles 1,450 ft
Current Year =	2013
Assumed Construction Year =	2017
Construction Items Inflation Factor =	1.30 4 yrs for inflation
Assumed Yearly Inflation for Engineering Services (PE and CE) (%/yr) =	5.0%
Assumed Yearly Inflation for Right of Way (%/yr) =	1.0%
Contingency for Items not Estimated (% of Construction) =	20.0%
Preliminary Engineering (% of Construction + Incentives) =	14.0%
Construction Engineering (% of Construction + Incentives) =	10.0%

Item #	Item	Unit	Quantity	Unit Price	Cost	Remarks
Segment 1: STA 130+25.00 TO STA 145+00.00						
012850010	Mobilization	Lump	1	\$251,763.21	\$251,763	10% of construction
013150010	Public Information Services	Lump	1	\$5,000.00	\$5,000	
015540005	Traffic Control	Lump	1	\$125,881.60	\$125,882	5% of construction
022310020	Clearing and Grubbing (Plan Quantity)	acre	2	\$1,300.00	\$1,950	
023160020	Roadway Excavation (Plan Quantity)	cu yd	3,750	\$12.00	\$45,000	
027210020	Untreated Base Course (Plan Quantity)	cu yd	186	\$32.00	\$5,952	
027410060	HMA - 3/4 Inch	ton	105	\$98.00	\$10,290	
027430040	HMA - Bike/Ped Path 1/2 Inch	ton	165	\$154.00	\$25,410	
027480010	Liquid Asphalt MC-70 or MC-250	ton	2	\$1,035.00	\$2,070	
027850020	Chip Seal Coat, Type II	sq yd	3,555	\$2.55	\$9,065	Price includes Emulsified Asphalt
02826002*	Ornamental Fence 54 Inch Tall	ft	869	\$150.00	\$130,350	
028410097	W-Beam Guardrail 84 inch Steel Post	ft	300	\$29.00	\$8,700	
028430035	Crash Cushion Type G	each	2	\$3,150.00	\$6,300	
02378001*	Rockery	sq ft	450	\$30.00	\$13,500	
	Structures - Future Elevated Pedestrian Trail	ft	673	\$1,600.00	\$1,076,800	
02840002*	MSE Retaining Wall H (designed) (130+25 to 134+50)	sq ft	2,902	\$55.00	\$159,610	
02840003*	Future MSE Retaining Wall C (1304+50 to 137+25)	sq ft	3,035	\$55.00	\$166,925	Continuation of previous Wall H
02840004*	Future MSE Retaining Wall D	sq ft	872	\$55.00	\$47,960	
028910000	Signing	lump	1	\$2,500.00	\$2,500	
027650050	Pavement Marking Paint	gal	50	\$60.00	\$3,000	
(Segment 1: STA 130+25.00 TO STA 145+00.00) Subtotal					\$2,098,027	
Contingency For Items Not Estimated (20%)					\$419,605	
Construction Subtotal					\$2,517,632	
P.E. Cost				P.E. Subtotal	\$352,000	14%
C.E. Cost				C.E. Subtotal	\$252,000	10%
Right of Way				Right of Way Subtotal	\$0	
Utilities				Utilities Subtotal	\$0	
Incentives				Incentives Subtotal	\$0	
Miscellaneous				Miscellaneous Subtotal	\$0	

Cost Estimate	2013	2017
P.E.	\$352,000	\$428,000
Right of Way	\$0	\$0
Utilities	\$0	\$0
Construction	\$2,518,000	\$3,273,000
C.E.	\$252,000	\$306,000
Incentives	\$0	\$0
Aesthetics	0%	\$0
Change Order Contingency	10%	\$251,800
UDOT Oversight	0%	\$0
Miscellaneous	\$0	\$0
<b>TOTAL</b>	<b>\$3,373,800</b>	<b>\$4,334,000</b>

<b>PROPOSED COMMISSION REQUEST</b>	<b>TOTAL \$3,373,800</b>	<b>TOTAL \$4,334,000</b>
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Pin: Project Name: Colorado River Pathway Concept Phase IV  
 Segment 2: STA 145+00.00 TO STA 164+66.86

Prepared By	Date
Project Length =	0.373 miles 1,967 ft
Current Year =	2013
Assumed Construction Year =	2017
Construction Items Inflation Factor =	1.30 4 yrs for inflation
Assumed Yearly Inflation for Engineering Services (PE and CE) (%/yr) =	5.0%
Assumed Yearly Inflation for Right of Way (%/yr) =	1.0%
Contingency for Items not Estimated (% of Construction) =	20.0%
Preliminary Engineering (% of Construction + Incentives) =	14.0%
Construction Engineering (% of Construction + Incentives) =	10.0%

Item #	Item	Unit	Quantity	Unit Price	Cost	Remarks
<b>Segment 2: STA 145+00.00 TO STA 164+66.86</b>						
012850010	Mobilization	Lump	1	\$145,836.38	\$145,836	10% of construction
013150010	Public Information Services	Lump	1	\$2,500.00	\$2,500	
015540005	Traffic Control	Lump	1	\$72,918.19	\$72,918	5% of construction
022310020	Clearing and Grubbing (Plan Quantity)	acre	2	\$1,300.00	\$1,950	
023160020	Roadway Excavation (Plan Quantity)	cu yd	8,300	\$12.00	\$99,600	
027210020	Untreated Base Course (Plan Quantity)	cu yd	670	\$32.00	\$21,440	
027410060	HMA - 3/4 Inch	ton	320	\$98.00	\$31,360	
027430040	HMA - Bike/Ped Path 1/2 Inch	ton	317	\$154.00	\$48,818	
027480010	Liquid Asphalt MC-70 or MC-250	ton	8	\$1,035.00	\$8,280	
027850020	Chip Seal Coat, Type II	sq yd	5,394	\$2.55	\$13,755	Price includes Emulsified Asphalt
02826002*	Ornamental Fence 54 Inch Tall	ft	1,280	\$150.00	\$192,000	
	Culvert Reconstruction	each	5	\$8,000.00	\$30,000	
02840005*	Future MSE Retaining Wall E	sq ft	3,336	\$55.00	\$183,480	
02840006*	Future MSE Retaining Wall F	sq ft	6,503	\$55.00	\$357,665	
028910000	Signing	lump	1	\$1,500.00	\$1,500	
027650050	Pavement Marking Paint	gal	70	\$60.00	\$4,200	
(Segment 2: STA 145+00.00 TO STA 164+66.86) Subtotal					\$1,215,303	
Contingency For Items Not Estimated (20%)					\$243,061	
<b>Construction Subtotal</b>					<b>\$1,458,364</b>	
P.E. Cost	P.E. Subtotal				\$204,000	14%
C.E. Cost	C.E. Subtotal				\$146,000	10%
Right of Way	Right of Way Subtotal				\$0	
Utilities	Utilities Subtotal				\$0	
Incentives	Incentives Subtotal				\$0	
Miscellaneous	Miscellaneous Subtotal				\$0	

Cost Estimate		2013	2017
P.E.		\$204,000	\$248,000
Right of Way		\$0	\$0
Utilities		\$0	\$0
Construction		\$1,458,000	\$1,895,000
C.E.		\$146,000	\$177,000
Incentives		\$0	\$0
Aesthetics	0%	\$0	\$0
Change Order Contingency	10%	\$145,800	\$190,000
UDOT Oversight	0%	\$0	\$0
Miscellaneous		\$0	\$0
<b>TOTAL</b>		<b>\$1,953,800</b>	<b>\$2,510,000</b>

<b>PROPOSED COMMISSION REQUEST</b>	<b>TOTAL \$1,953,800</b>	<b>TOTAL \$2,510,000</b>
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PERMANENT COMMUNITY IMPACT FUND BOARD (CIB) – GRAND COUNTY CAPITAL IMPROVEMENT PROJECT LIST FOR STATE FY2017

Prioritized and Approved by Grand County Council 2-2-2016

GRAND COUNTY: SHORT TERM – 2016-2017 / MEDIUM TERM 2018-2022										
Applicant Priority	County Priority	Entity	Project Description	Estimated Total Cost	Revenue		Request		Application Submission Date	Revenue Source for Loan Payoff
					Sources	Shares	Grant	Loan		
A	B	Grand County for Road Dept.	Re-Alignment Improvements to Spanish Valley Drive and Millcreek Drive Intersection (including Storm Drainage)	\$1,500,000	Local Impact Fees	TBD	TBD		2017	
					CIB	TBD				
A		City of Moab	Water Tank	\$1,500,000	Division of Drinking Water	\$1,000,000	\$500,000 (grant/loan)		2016	
					City Impact Fees	\$500,000				
					CIB	\$500,000				
A	B	Grand County	Half-Mile Gap of Colorado River Pathway (Phase A, paved path & high retaining wall)	\$2,510,000	Local	TBD	TBD		2016	
					CIB	TBD				
A	B	Grand County	Half-Mile Gap of Colorado River Pathway (Phase B, elevated paved path/bridge)	\$4,334,000	CIB	TBD	TBD		TBD	

## NORTH MOAB RECREATION AREAS ALTERNATIVE TRANSPORTATION SYSTEM

(NMRA ATS)

### SEGMENT SUMMARY - FUNDING SOURCES

6/12/16

#### TRAIL HUBS AND RIVER BRIDGE

##### COLORADO RIVERWAY NON-MOTORIZED BRIDGE

TRANSPORTATION ENHANCEMENT	\$2,780,000.00
ST PKGS & REC (INCLUDES \$20K FROM MOAB CANYON)	\$191,328.00
GRAND COUNTY IMPACT FEES	\$62,898.00
GRAND COUNTY REC DISTRICT 2005, 2007	\$90,000.00
TRAIL MIX	\$10,000.00
BIKES BELONG	\$7,000.00
IN-HOUSE ENGINEERING (PD BY GC)	\$19,102.00
HORROCKS SETTLEMENT	\$300,000.00
BLM (IN-KIND)	\$20,000.00
UDOT REGION 4 CONTINGENCY	\$30,000.00
PRIVATE DONATIONS	\$109,672.00
UTAH STATE TRANS FUND	\$120,000.00
<b>TOTAL</b>	<b>\$3,740,000.00</b>
<i>STATUS: COMPLETED 2008</i>	

##### ARCHES NATIONAL PARK TRANSIT HUB

PART OF NEW VISITOR CENTER	34,000
<i>STATUS: COMPLETED 2005</i>	

##### LIONS PARK TRANSIT HUB

ALTERNATIVE TRANS IN PARKS & PUBLIC LANDS 2	774,000
<i>STATUS: COMPLETED MARCH 2014</i>	

##### LIONS PARK SCENIC BYWAYS TRAIL HUB

CONNECTING PARKS TO TRAILS 2010 (DESIGN)	\$99,000.00
BLM IN-KIND ENVIRONMENTAL	\$15,000.00
RTCA IN-KIND ASSISTANCE	\$12,000.00
TRANSPORTATION ENHANCEMENT	\$500,000.00
CONNECTING PARKS TO TRAILS 2011 (INTERP)	\$99,000.00
OFFSITE SEWER AND WATER (TRANSIT HUB)	\$144,432.00
MOAB CITY	\$366,918.00
NATIONAL SCENIC BYWAYS 2011	\$963,674.00
<b>TOTAL</b>	<b>\$2,200,024.00</b>
<i>STATUS: COMPLETED MARCH 2016</i>	

#### COLORADO RIVERWAY NON-MOTORIZED PATHWAY

##### PHASE 1: GOOSE ISLAND

TRANSPORTATION ENHANCEMENT	\$616,000.00
STATE PARKS AND RECREATION	\$103,000.00
GRAND COUNTY REC DISTRICT 2006	\$50,000.00
GRAND COUNTY IN-KIND ENGINEERING	\$13,000.00
BIKES BELONG	\$5,000.00
BLM IN-KIND (ENVIRONMENTAL FOR 128 PATHWAY)	\$23,377.00
PRIVATE DONATIONS	\$34,000.00
<b>TOTAL</b>	<b>\$844,377.00</b>
<i>STATUS: COMPLETED 2008</i>	

##### PHASE 2&3

PAUL S SARBANES TRIPP 2008	\$3,000,000.00
PAUL S SARBANES TRIPP 2010	\$2,900,000.00
PAUL S SARBANES TRIPP 2011	\$2,500,000.00
UDOT ROADWAY ENHANCEMENT	\$368,224.00
PAUL S SARBANES TRIPP 2012	\$900,000.00
<b>TOTAL</b>	<b>\$9,668,224.00</b>
<i>STATUS: COMPLETED 2014</i>	

##### PHASE 4

→ REMAINING GAP ON PATHWAY	\$6,844,000.00
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PROJECT SEGMENT COMPLETE  
 PROJECT SEGMENT UNDER CONSTRUCTION  
 PROJECT SEGMENT FUNDS IN PLACE  
 FUNDS NEEDED TO COMPLETE PROJECT SEGMENT

→ FUNDS COLLECTED TO DATE	\$19,875,625.00
→ FUNDS NEEDED TO COMPLETE NMRA	\$ 6,844,000.00
→ TOTAL PROJECT VALUE	\$26,719,625.00

#### MOAB CANYON PATHWAY SYSTEM

##### US 191 UNDERPASS AND TRAIL AT GEMINI BRIDGES

UDOT	\$350,000.00
<i>STATUS: COMPLETED OCTOBER 2004</i>	

##### COURTHOUSE WASH TO SR 313

TRANSPORTATION ENHANCEMENT	\$316,000.00
TRANSPORTATION ENHANCEMENT	\$800,000.00
STATE PARKS AND REC	\$200,000.00
GRAND COUNTY	\$31,000.00
BIKES BELONG	\$5,000.00
TRCC FUNDS	\$20,000.00
GC TRANS SPEC SERV DISTRICT	\$23,000.00
<b>TOTAL</b>	<b>\$1,395,000.00</b>
<i>STATUS: COMPLETED OCTOBER 2010</i>	

##### US 191 CAR BRIDGE AUXILIARY UNDERPASSES

CENTENNIAL HWY FUNDS (UDOT)	\$500,000.00
<i>STATUS: COMPLETED MARCH 2011</i>	

##### MOAB CITY TO LIONS PARK HUBS CONNECTOR PATHWAY

TRANSPORTATION ENHANCEMENT	\$500,000.00
LEFTOVER FROM MOAB CANYON	\$46,000.00
MOAB & GR CTY DESIGN WORK CRED	\$18,766.00
CONNECTING TRAILS TO PARKS	\$35,234.00
GC REC DISTRICT 2010	\$20,000.00
<b>TOTAL</b>	<b>\$620,000.00</b>
<i>STATUS: COMPLETED AUGUST 2012</i>	

##### US191 UNDERPASS AT COURTHOUSE WASH (MILLSITE RIVERSIDE TRAIL CONNECTOR)

TRANSPORTATION ENHANCEMENT	\$40,000.00
GRAND COUNTY MATCH	\$10,000.00
DOE	\$50,000.00
<b>TOTAL</b>	<b>\$100,000.00</b>
<i>STATUS: COMPLETED AUGUST 2012</i>	

## Ruth Dillon

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**From:** Ruth Dillon  
**Sent:** Thursday, March 31, 2016 6:12 PM  
**To:** Zacharia Levine  
**Cc:** Kim Schappert; 'Cannon, Catherine'; Dave Dillman; Bill Jackson; Marcy DeMillion  
**Subject:** FW: Colorado River Pathway Phase IV cost estimate- possible funding source

**Importance:** High

Zacharia,

This sounds like an exciting funding possibility! I just spoke with Dave D about this. It sounds as though having this "half-mile gap" funding on a federal agency's priority list such as the NPS will push it "way high" with FLAP's priorities, to use Dave's words, if someone were to apply for it. Thank you, Kate, for thinking of this project as a possibility for funding!

Meanwhile, you may know that the City is already working towards a FLAP application (they're in the process of getting a conceptual design done for FLAP estimates) for Kane Creek Blvd at the Main Street intersection down to 5<sup>th</sup> West. Bill J tells me that Phillip has been in communication with him about this since the Transportation District may also seek FLAP funding for Kane Creek rehabbing down to where the pavement ends (at a 6% match provided by the District).

My point (and Dave's point actually) is that we would need to strategize and prioritize on these various potential FLAP funding applications assuming the half-mile gap actually qualifies and makes it to the priority list... and/or depending on the viability of the TIGER grant mentioned in Marcy's email below.

Zacharia, please check into the TIGER grant as a possible funding source for the half-mile gap.

I'm copying all involved for clarification and input (except that I don't have Phillip's email).

I'm sure the Park Service will keep us posted...

Thank you,  
Ruth

**From:** DeMillion, Marcy [mailto:marcy\_demillion@nps.gov]  
**Sent:** Thursday, March 31, 2016 10:32 AM  
**To:** Dave Dillman  
**Cc:** kate\_cannon@nps.gov (kate\_cannon@nps.gov); Ruth Dillon; Kimberly Schappert (kschappe@me.com); Zacharia Levine  
**Subject:** Re: Colorado River Pathway Phase IV cost estimate

Dave,  
Thanks for the information and phone call. The NPS realizes that FLAP grant proposals are not due for a few months, but we wanted to show the project on the NPS supported project list (which is due today) if the County or other partners may peruse a FLAP application.

Kate Cannon will add this project to the NPS list of FLAP supported projects if they feel it qualifies. If it does then Kim, you, County and others would pursue the grant. Kim is out of town and out of cell phone communication, but when I touched base with her she mentioned she would be involved in discussing the grant. If the partners don't end up pursuing the grant there is no harm in showing it on the NPS supported project list. I won't have any further involvement if folks want to pursue the grant.

This funding source is what paid for the Red Canyon trail system located outside Bryce Canyon that multiple partners worked on for over a decade and it had strong support from the NPS. It seems like FLAP funding could help pay for costly trail gaps like the one located along Highway 191. Another possible source of funding is through a TIGER grant, as the RFP is out now. That maybe something partners want to consider as well.

Marcy

Marcy DeMillion  
Community Planner  
National Park Service  
Rivers, Trails, and Conservation Assistance Program  
324 South State Street, Suite #200  
Salt Lake City, UT, 84111  
(801) 741-1012, ext. 125

On Thu, Mar 31, 2016 at 9:53 AM, Dave Dillman <[Dave@horrocks.com](mailto:Dave@horrocks.com)> wrote:

Marcy, Attached is the cost estimate and figure for the remainder of the Colorado River Pathway. The cost estimate was set up for construction in 2017. If this funding source moves forward some additional inflation may need to be added for construction in 2019 or 2020.

Let me know if you would like me adjust the numbers.

**David H. Dillman, P.E. , Principal**  
HORROCKS ENGINEERS

2162 W. Grove Parkway, Suite 400 | Pleasant Grove, Utah 84062  
**Work** 801 763 5142 | **Fax** 801 763 5101 | **Mobile** 801 376 7330  
**Email** [dave@horrocks.com](mailto:dave@horrocks.com) [www.horrocks.com](http://www.horrocks.com)

**RESOLUTION NO 3055**

**A RESOLUTION OF THE GRAND COUNTY COUNCIL AMENDING RESOLUTION NO. 3048 PROVIDING FOR AN OPINION QUESTION TO BE INCLUDED ON THE BALLOT FOR THE NOVEMBER 3, 2015 GENERAL ELECTION FOR THE PURPOSE OF AUTHORIZATION OF THE IMPOSITION OF A LOCAL SALES AND USE TAX OF ONE QUARTER OF ONE PERCENT (.25% the equivalent of 1 cent for every \$4 spent) TO TRANSPORTATION IMPROVEMENTS SUCH AS ROADS, SIDEWALKS, TRAILS, MAINTENANCE, AND SAFETY FEATURES IN GRAND COUNTY**

**WHEREAS**, Section 59-12, Utah Code Annotated, requires the Grand County Council to publish a Notice of Election regarding an Opinion Question for the purpose of authorization of the imposition of a local sales and use tax of one quarter of one percent (.25% the equivalent of 1 cent for every \$4 spent) to fund motorized and non-motorized transportation projects, corridor preservation, congestion mitigation, or to expand capacity for regionally significant transportation facilities in Grand County; and

**WHEREAS**, the Opinion Question must be submitted in the **November 3, 2015** General Election held in Grand County and the election officials serving for the other election may also serve as election officials for the Opinion Question; and

**WHEREAS**, the Grand County Council has a duty to prescribe the form of the ballot and various other forms and General Election procedures;

**NOW, THEREFORE**, the Grand County Council resolves as follows:

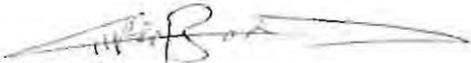
**AN OPINION QUESTION TO PROVIDE FUNDING FOR TRANSPORTATION IMPROVEMENTS SUCH AS ROADS, SIDEWALKS, TRAILS, MAINTENANCE, AND SAFETY FEATURES**

Shall Grand County, Utah, be authorized to impose a quarter-of-one-percent (0.25%, the equivalent of 1 cent for every \$4 spent) sales and use tax for the specific purpose of transportation improvements, such as roads, trails, sidewalks, maintenance, and traffic and pedestrian safety features, with revenues divided among the county, cities and towns, within the County?

END OF NOTICE

1. The Grand County Council hereby directs the Grand County Clerk and all other appropriate officers and employees of the County to take all actions necessary and appropriate to conduct the General Election specified herein and that the General Election be conducted in accordance with State law as to voting, registration, challenges to voters, judges, ballot forms, sample ballots, absentee voting, canvass, notice of results, and all other election procedures.
2. The ballot page layout shall be in a form prescribed by law and similar to that attached as Exhibit A.
3. The Resolution shall take effect without publication immediately upon its adoption by the Board and the Grand County Clerk is hereby directed to publish the Election Notice.

DATED this 1ST day of September, 2015.

  
\_\_\_\_\_  
Grand County Council Chair  
✓  
Vick

ATTEST:

  
\_\_\_\_\_  
Grand County Clerk/Auditor

EXHIBIT A

**AN OPINION QUESTION TO PROVIDE FUNDING FOR TRANSPORTATION IMPROVEMENTS  
SUCH AS ROADS, SIDEWALKS, TRAILS, MAINTENANCE, AND SAFETY FEATURES**

Shall Grand County, Utah, be authorized to impose a quarter-of-one-percent (0.25%, the equivalent of 1 cent for every \$4 spent) sales and use tax for the specific purpose of transportation improvements, such as roads, trails, sidewalks, maintenance, and traffic and pedestrian safety features, with revenues divided among the county, cities and towns, within the County?

**AGENDA SUMMARY  
GRAND COUNTY COUNCIL MEETING  
MAY 17, 2016**

Agenda Item: I

<b>TITLE:</b>	Adopting proposed Ordinance approving the “Arroyo Crossing Rezone and Master Plan,” a rezone from Large Lot Residential (LLR) to Multi-Family Residential -8 (MFR-8), such property located at 2022 Spanish Valley Drive, Moab, Utah (North of Resource Blvd), postponed from February 2, 2016
<b>FISCAL IMPACT:</b>	N/A
<b>PRESENTER(S):</b>	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. As per the applicant’s request, Council postponed indefinitely a vote on the rezone and master plan until an agreement could be reached regarding affordable housing.

**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 adopt the proposed Ordinance approving 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. The development agreement outlining an affordable housing set-aside shall be recorded and filed in conjunction with this Ordinance.
3. Vested rights as to configuration shall occur at the time of preliminary plat approval when,
4. The application is in conformance with the policies, intents, and requirements of the LUC and General Plan.

**BACKGROUND:**

See Staff Report and DRAFT Ordinance

**Attachment(s):**

Draft Ordinance; Staff Report; Master Plan; Letter from Mike Kaeske (property owner); Draft development agreement

**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**, Red Acre, 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 Applicant has voluntarily committed to designating 20 percent (20%) of the proposed dwelling units identified in the master plan as deed restricted affordable housing;

**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, conceptual master plan (attached hereto as Exhibit A), and development agreement (attached hereto as Development Agreement Establishing an Affordable Housing Set-aside Within the Arroyo Crossing Subdivision) 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. The development agreement is submitted voluntarily by the Applicant. It is approved in association with the master plan, and shall be recorded and filed in conjunction with this Ordinance,
3. Vested rights as to configuration shall occur at the time of preliminary plat review when,
4. 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



## S T A F F   R E P O R T

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**MEETING DATE:** May 17, 2016 – Public Hearing  
**TO:** Grand County Council  
**FROM:** Planning Staff  
**SUBJECT:** **MFR-8 rezone and master plan (Arroyo Crossing)**

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### **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. Approval of the rezone shall not be recorded until the development agreement outlining an affordable housing set-aside is executed.

### **BACKGROUND**

#### ***Introduction***

This application is submitted by Tom Shellenberger, on behalf of the property owner, Michael Kaeske, President of Red Acre, 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. To this end, the Applicant has voluntarily approved of a development agreement detailing a 20% affordable housing set-aside. The development agreement has been reviewed and approved by the County Attorney. 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:**

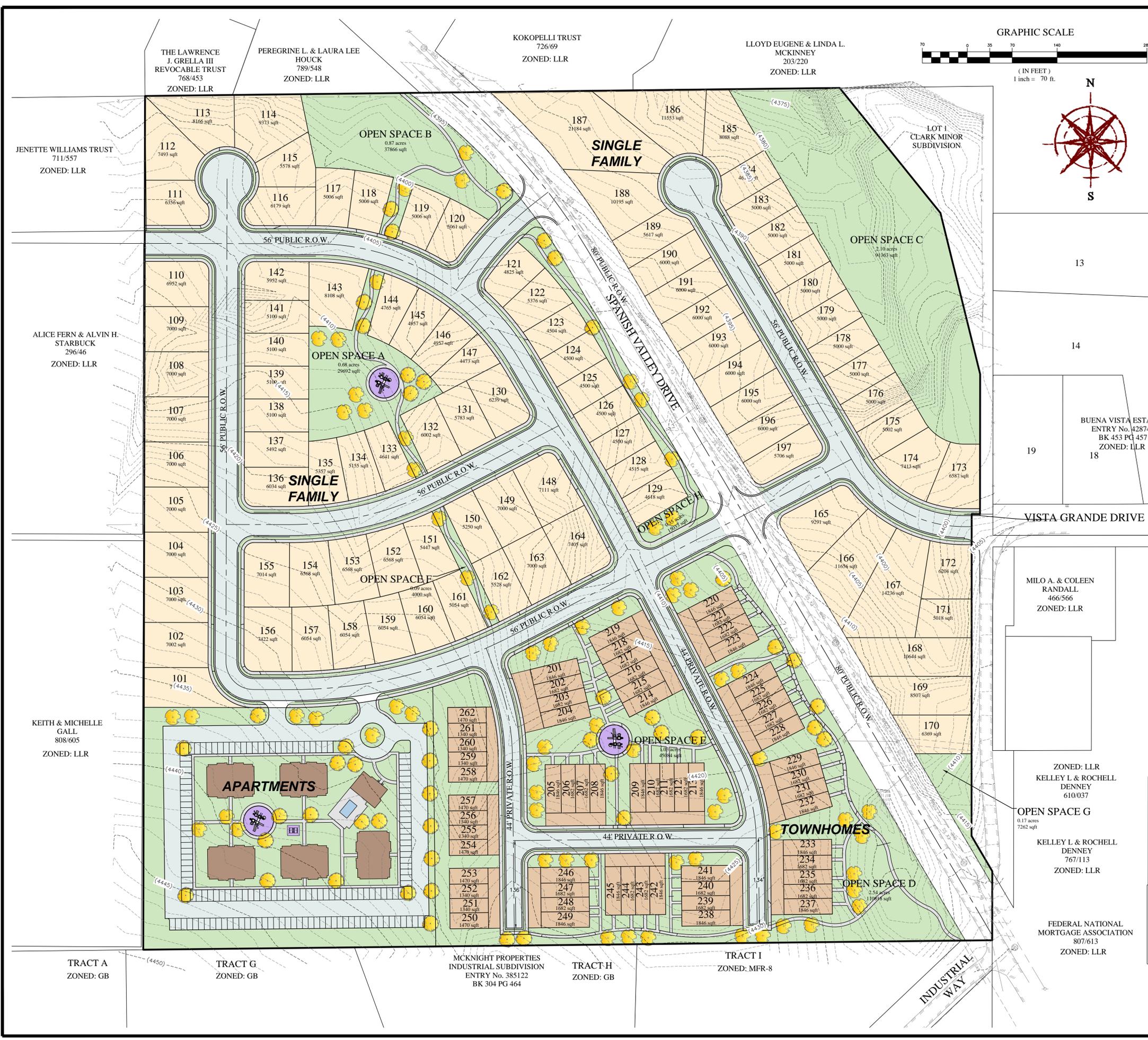
- The MFR-8 Master Plan is only conceptual; details of the site will be reviewed in more detail at Preliminary Plat/PUD process.
- Proposed zone district is supported by the Master Plan and MFR zone district overlay.
- Engineering, Fire Department, and Road Department reviewed the conceptual plan at a development review team meeting and do not support a round-a-bout on Spanish Valley Drive.

**Conditions imposed by Planning Commission:**

1. **TRAFFIC STUDY.** Applicant shall provide an updated traffic study as required by the Spanish Valley Transportation Plan as a condition for Preliminary Plat approval.
2. **MOAB VALLEY FIRE DEPARTMENT.** Applicant shall meet the requirements of fire hydrant spacing, ingress/egress into all areas of the subdivision, radius, turnarounds, and water pressure for emergency needs of the Fire Department and County EMS.
3. **SUBDIVISION & STREET NAMES.** Per emergency services and LUC 7.3.10(E) requirements, the Applicant shall provide unique subdivision and street names. This may be accomplished as part of the Preliminary Plat approval.
4. **LANDSCAPING PLAN and PARKING LOT.** Applicant shall work with staff to address main parking lot design issues, including: landscaping, lighting, handicapped spaces and pedestrian across lot access.
5. **WATER and SEWER.** GWSSA will serve the area. Applicant shall dedicate required easements. A secondary water system will be required. A developer agreement will be part of the subdivision approval process to ensure necessary on-site and off-site infrastructure

improvements are provided and funded. Verbal approval has been granted to the Applicant and Community Development Department. A letter will be provided prior to County Council review.

6. ADJACENT LOTS. Project boundary buffer Sec. 5.4 B. – Buffer lots shall be no smaller than (a) adjacent perimeter lots, or (b) the minimum project boundary buffer parcel size in accordance with the requirements of Sec. 5.4.1A whichever is less. The apartment buildings, adjacent to the residential zones, shall be not higher than 28 feet. A note on the proposed master plan is included to this effect.
7. ROADS. The private roads within the subdivision are narrow. Signs shall state that no parking will be allowed on the street. The proposed round-about on Spanish Valley Dr. will not be approved. Applicant will be required to connect into Vista Grande Dr. and build the road to an equivalent or higher standard. An additional ingress/egress to the development will be required to accommodate the large number of units in the western (larger) portion of the development.
8. ENGINEERING. The Applicant shall continue to work with the County Engineer to obtain all necessary engineering approvals. This includes drainage, roads, excavation and grading, and all other infrastructure improvements.
9. SIDEWALKS and TRAILS. Proposed lots are less than ½ acre. Sidewalks are required within the subdivision and may be required along Spanish Valley Drive. The Community Development Department may require the Applicant work with a bike/pedestrian planning firm to ensure the best trail design and connectivity is accomplished. Specifically, the trail running parallel to Spanish Valley Dr. may need to be sited on the opposite side of the street.



### 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.

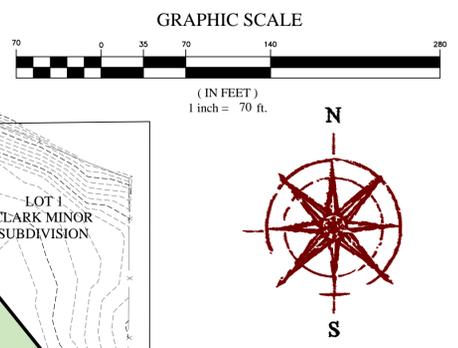
LANDSCAPING AND SCREENING WILL BE USED PER THE LAND USE CODE SECTION 6.10.

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

April 14, 2016

Zacharia Levine  
Grand County Community Development Director  
125 E. Center St.  
Moab, UT 84532

Re: Letter of Explanation (Arroyo Crossing)

Dear Zacharia;

I am writing to provide clarity as to the status of the Arroyo Crossing development project. We understand that the proposed re-zoning of the subject 39-acre parcel is forthcoming pending a final vote by the Grand County Council. As the owner of the project, I would like to request that we be put on the May 3<sup>rd</sup> County Council agenda for that decision.

The Council raised a question regarding the amount of deed-restricted housing that would be available for the project. We are willing and able to commit to a minimum of 20% of total density units within the project to meet or exceed requirements to qualify as "Affordable Housing" as described in the Housing Needs by Income data provided by the County. These units, (not to be confused with "Low Income" or "Government Subsidized" units) will be deed-restricted in order to preserve the integrity and long term availability of housing meeting the "Affordable" criteria that Grand County needs.

My agent, Tom Shellenberger will present the project to the Council at their May 3<sup>rd</sup> meeting, and is available in the meantime to answer any question or concerns you may have regarding our desire to get the Arroyo Crossing project rezoned and under construction.

We would like to formally request that this letter be considered with our application for a final vote for the re-zoning.

Thank you for the positive position you have taken in the past with this much-needed project. We look forward to working closely with you and your office in the future to see this project come to fruition.

Thank you,

A handwritten signature in black ink, appearing to read "Mike Kaeske", written over a large, loopy flourish.

Mike Kaeske, owner



## **DEVELOPMENT AGREEMENT ESTABLISHING AN AFFORDABLE HOUSING SET-ASIDE WITHIN THE ARROYO CROSSING SUBDIVISION**

This development agreement, concerning the affordable housing set-aside within the proposed Arroyo Crossing subdivision ("Agreement"), is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date"), by and between Red Acre LLC, a Utah corporation ("Owner/Developer"), Grand County, a political subdivision of the State of Utah ("County"), and the Housing Authority of Southeastern Utah ("HASU").

### **Recitals**

- A. Red Acre LLC owns that certain property situated in Grand County, Utah, as more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference.
- B. The Owner/Developer has submitted a master plan (the "Plan") to the County, to which this agreement is bound. The Plan includes the construction of 220 total housing units, of which no fewer than 20 percent (20%), or 44 housing units, will be deed restricted to remain affordable (collectively, the "Units"; each individually, a "Unit").
- C. The affordable Units shall be ready for occupancy no later than the date of the initial or temporary occupancy of any free market units. If the free market units are to be developed in phases, then the affordable Units may be developed in proportion to the phasing of the free market units. For example, for every ten units constructed, no fewer than two (2) shall be identified and restricted as affordable. Prior to preliminary plat approval, the Units shall be identified on the preliminary plat. A phasing plan shall be provided and agreed upon prior to the issuing of any building permits.
- D. Any Unit constructed for the satisfaction of the 20 percent (20%) set-aside are subject to the terms of this Agreement. The sole purpose of the Units governed by this Agreement is to provide owner- and renter-occupied affordable housing for use by qualified applicants as their primary residence.
- E. Should the total number of units proposed in the Arroyo Crossing subdivision change, the Developer shall be required to set-aside the equivalent of 20 percent (20%) of the total number of dwelling units proposed for affordable housing subject to the terms of this Agreement.
- F. This Agreement shall be appurtenant to the Arroyo Crossing subdivision approval. If the Owner sells the subject property or any portion of the development, including private or common infrastructure, the purchaser shall be subject to the same conditions herein.
- G. Nothing in this Agreement shall preclude the County from establishing additional agreements with the Owner regarding affordable housing or development in general within the proposed subdivision.



## Agreement

1. DEFINITIONS:
  - 1.1. Domicile: The place where an individual has a fixed permanent home and principal establishment, to which the individual, if absent, may not lease or sub-lease and intends to return, and in which the individual and his or her family voluntarily reside, not for a special or temporary purpose, but with the intention of making a permanent home for a minimum of nine months out of each calendar year.
  - 1.2. Event of Default: Noncompliance with any part of this Agreement.
  - 1.3. Maximum Re-Sale Price: The price above which no deed restricted unit may be sold as calculated by the HASU based on a formula set forth in a future agreement.
  - 1.4. Non-Qualified Buyer: A buyer of a Unit that is not a Qualified Buyer.
  - 1.5. Owner-Occupied. A Unit that is occupied by the title owner of record of the Unit as his or her primary residence.
  - 1.6. Maximum Rental Rate: The price above which no deed restricted unit may be rented as calculated by HASU based on a formula set forth in a future agreement.
  - 1.7. Non-Qualified Renter: A renter of a Unit that is not a Qualified Renter.
  - 1.8. Renter-Occupied: A Unit that is occupied by a Qualified Renter as his or her primary residence.
  - 1.9. Household: Two (2) or more individuals related by blood, marriage, or legally recognized relationship, or a maximum of three (3) unrelated individuals residing in the same domicile.
  - 1.10. Primary Residence: The place where a domicile has been established.
  - 1.11. Qualified Buyer: A Qualified Buyer must meet the following criteria:
    - 1.11.1. Person(s) who does not own other real property; and
    - 1.11.2. A household with a minimum of one adult who meets one of the following criteria:
      - 1.11.2.1. Full-time (30 hours of employment per week) employees of entities located within the boundaries of the Grand County School District; or



- 1.11.2.2. An owner or owner's representative of a business located within the boundaries of the Grand County School District.
- 1.11.2.3. A senior citizen (person who is 62 years of age or older at the time of qualification is established); or,
- 1.11.2.4. A person with a physical and/or mental disability.
- 1.11.3. A household with a maximum combined income less than or equal to 80 percent (80%) of the Grand County Area Median Income (AMI) according to household size, which is defined by the most recent annual report of the Department of Housing and Urban Development (HUD). See Exhibit B for FY 2016 limits.
- 1.12. Qualified Renter: A Qualified Renter must meet one of the following criteria:
  - 1.12.1. Person(s) who does not own other real property; and
  - 1.12.2. A household with a minimum of one adult who meets one of the following criteria:
    - 1.12.2.1. Full-time (30 hours of employment per week) employees of entities located within the boundaries of the Grand County School District;
    - 1.12.2.2. An owner or owner's representative of a business located within the boundaries of the Grand County School District;
    - 1.12.2.3. A senior citizen (person who is 62 years of age or older at the time of qualification is established); or,
    - 1.12.2.4. A person with a physical and/or mental disability.
  - 1.12.3. A household with a maximum combined income less than or equal to 80 percent (80%) of the Grand County Area Median Income (AMI) according to household size, which is defined by the most recent annual report of the Department of Housing and Urban Development (HUD). See Exhibit B for FY 2016 limits.
- 1.13. Sale: The term "sale," or any derivative thereof (e.g., "sales," "sold," and "sell"), shall include any transfer of title of a Unit, regardless of whether or not any consideration is provided to the transferor in exchange. This shall include, but is not limited to, any gift, assignment, or other transfer.



- 1.14. Rent: The term "rent," or any derivative thereof (e.g., "rented," "rental," "tenant rate," "lease," and "lease agreement"), shall include any exchange of capital, real or otherwise, for the purpose of establishing a domicile.
- 1.15. Units: The deed restricted Units shall be identified on the preliminary plat prior to preliminary plat approval. No fewer than 44 units, or 20 percent of the total number of dwelling units proposed, shall be deed restricted to remain affordable.
- 1.16. Homeowners Association (HOA): An entity established to maintain any physical facilities, structures, improvements, systems, areas or grounds held in common and necessary or desirable for the welfare of the area or subdivision, or that are of common use or benefit and that are not or cannot be satisfactorily maintained by the County or another public agency.
- 1.17. Department of Housing and Urban Development (HUD): United States government department responsible for setting income limits and maximum housing costs for affordable housing programs.
2. COVENANT TO RESTRICT SALES AND RENTALS TO QUALIFIED BUYERS AND RENTERS:
  - 2.1. Except as otherwise agreed upon by the County and the Owner/Developer by amendment to this Agreement, Units shall only be sold to (1) Qualified Buyers who agree to use the Unit as their owner-occupied primary residence, (2) the County, or (3) HASU. If any Unit is sold to the County or HASU, the County or HASU shall also be bound by restrictions set forth in this Agreement. A Unit may be sold to a Non-Qualified Buyer only under the circumstances set forth in Section 3, below.
  - 2.2. Except as otherwise agreed upon by the County and the Owner/Developer by amendment to this Agreement, Units shall only be rented to Qualified Renters who agree to use the Unit as their primary residence. A Unit may be rented to a Non-Qualified Renter only under the circumstances set forth in Section 4, below.
3. SALES:
  - 3.1. Initial Sales: The initial sales by the Owner/Developer shall be subject to the restrictions set forth in Section 2, above and shall be priced in accordance with the following criteria:
    - 3.1.1. The sales price at which total monthly ownership costs, including principal, interest, taxes, insurance, and HOA fees (if applicable), do not exceed the HUD standard for affordability (less than 30 percent (30%) of total household income) based on household size and number of bedrooms for in the current fiscal year. See Exhibit B for FY 2016 limits.



- 3.1.2. Prior to the initial sale of any Unit, HASU shall confirm in writing the buyer is a Qualified Buyer.
- 3.2. Pricing of Individual Units: The final sales price for each Unit will be established at the time of sale of individual Units in accordance with this Agreement, reviewed and approved by HASU, and documented in a separate and amended Deed Restriction to be recorded prior to the sale of individual Units.
- 3.3. HOA Fees: Annual HOA fees assessed to a Unit shall never exceed one percent (1%) of the Maximum Sales Price as defined in Section 3.8, below.
- 3.4. Resale of Unit: Following the initial sale by the Owner/Developer, the Unit Owner shall notify HASU by delivering to HASU a written notice of such intent. The Unit Owner shall not sell his or her interest in the Unit unless such notice has been provided to HASU, and HASU has had an opportunity to exercise its option pursuant to Section 3.5, below. The date the Unit Owner delivers such notice to HASU shall be the "Offer Date".
- 3.5. Option to HASU: HASU shall have forty-five (45) days after the Offer Date ("Option Period") to make one of the following determinations: a) purchase the Unit ("Option"), b) assign the Option to a Qualified Buyer, or c) decline to purchase the Unit. HASU shall deliver to the Unit Owner written notice of its determination ("Exercise Notice"). HASU shall use its best efforts to deliver the Exercise Notice to the Unit Owner regarding HASU's plans to exercise the Option as early as possible within the Option Period.
- 3.5.1. If HASU elects to exercise its Option to buy the Unit or assigns the option to a Qualified Buyer, HASU or the Qualified Buyer shall complete the acquisition of the Unit within sixty (60) days after delivering the Exercise Notice.
- 3.5.2. If HASU (i) notifies the Unit Owner in writing that it will not exercise the Option, (ii) fails to deliver the Exercise Notice to the Unit Owner within the Option Period, or (iii) exercises the Option or assigns the Option to a Qualified Buyer but the transaction fails to close within sixty (60) days after delivering the Exercise Notice, the Option shall automatically terminate with respect to such sale or offering for sale, without the need for further notice or documentation.
- 3.6. Sale to a Qualified Buyer: Upon expiration or other termination of an Option with respect to a particular Unit, the selling Unit Owner shall then offer the Unit for sale to Qualified Buyers through efforts such as: (i) advertising the sale through local media outlets such as the local newspaper of record and radio stations; (ii) providing notice of the sale to the County Community Development Department; and (iii) listing the Unit for sale on other web-based outlets.



- 3.7. Sale to a Non-Qualified Buyer: If, after using reasonable efforts to sell the Unit to a Qualified Buyer, a Unit Owner is unable to sell the Unit, the Unit Owner shall request that (i) HASU or the County purchase the Unit at a mutually agreed price or (ii) that HASU permit a Non-Qualified Buyer to purchase the Unit subject to the terms of these restrictions. "Reasonable efforts" shall mean conducting a minimum of the following for no less than 120 days: (i) advertising the sale through local media outlets such as the local newspaper and radio stations; (ii) providing notice of the sale to the County Community Development Department; and (iii) listing the Unit for sale on other web-based outlets. HASU shall have the right to deny a Unit Owner's request to sell a Unit to a Non-Qualified Buyer if, during the 120 day period, the Unit Owner rejects an offer from a Qualified Buyer that is within 5% of the Maximum Sales Price as defined in Section 3.8, below.
- 3.8. Re-sale Formula: Following the initial sale of the Unit by the Owner/Developer, subsequent sales of Units shall be governed by a resale formula that establishes the maximum permitted resale price of the unit ("Maximum Sales Price"). In no event shall a Unit be sold by the initial buyer and subsequent buyers for an amount in excess of the Maximum Sales Price, which is equal to the actual purchase price (i) plus an increase of three percent (3%) per year from the date of purchase to the date of Unit Owner's notice of intent to sell, (ii) plus capital improvements amounting to a maximum of ten percent (10%) of the actual purchase price pursuant to Sections 3.8.1 and 3.8.2, below, (iii) plus the sum of \$250.00 to HASU upon each transfer of ownership of a Unit. The purchaser shall pay no more than the Maximum Sales Price.
- 3.8.1. Adding to Maximum Sales Price: With the prior written approval of HASU, a Unit Owner may add capital improvements, which add up to a maximum of ten percent (10%) of the purchase price to the resale value. A list of capital improvements eligible for adding to the Maximum Sales Price shall be further specified in the Unit deed restriction.
- 3.8.2. Out of Pocket Costs: In calculating the costs under Sections 3.8.1, only the Unit Owner's actual out-of pocket costs and expenses as evidenced by receipts shall be used to calculate the resale price. Such amount shall not include an amount attributable to the Unit Owner's profit, labor ("sweat equity") or to any appreciation in the value of the improvements.
- 3.9. Nothing in this Agreement shall be construed to constitute a representation or a guarantee by the Owner/Developer or the County that any sale of a Unit by a Unit Owner shall obtain the Maximum Sales Price.
4. RENTALS:



- 4.1. Initial Rent: The initial rental rate offered by the Owner/Developer shall be subject to the restrictions set forth in Section 2, above and shall be priced in accordance with the following criteria:
  - 4.1.1. The rental rate at which total annual rental costs, including rent, utilities, and HOA fees (if applicable) do not exceed the HUD standard for affordability (less than 30 percent (30%) of total household income) based on household size and number of bedrooms for in the current fiscal year. See Exhibit B for FY 2016 limits.
  - 4.1.2. Prior to the initial rental agreement being executed for any Unit, HASU shall confirm in writing the renter is a Qualified Renter.
- 4.2. Pricing of Individual Units: The final rental price for each unit will be established at the time a rental agreement is signed for an individual unit in accordance with this Agreement, reviewed, approved, and documented by HASU, and recorded with the Grand County Recorder.
  - 4.2.1. Changes to Rental Prices: A Unit Owner shall not increase the rental price charged for a Unit unless such notice has been provided to HASU, and HASU provides written consent to the increase pursuant to this Agreement.
- 4.3. Transfer of Rental Agreement of Unit: Following the initial rental agreement by the Owner/Developer, the Unit Owner shall notify HASU by delivering to HASU a written notice of his or her intent to establish a rental agreement with a different renter. The Unit Owner shall not establish a new rental agreement for the Unit unless such notice has been provided to HASU, and HASU has had an opportunity to exercise its option pursuant to Section 4.4, below. The date the Unit Owner delivers such notice to HASU shall be the "Offer Date".
- 4.4. Option to HASU: HASU shall have fourteen (14) days after the Offer Date ("Option Period") to make one of the following determinations: a) identify a Qualified Renter for the Unit who establishes a new rental agreement ("Option"), or b) decline to exercise its option. HASU shall deliver to the Unit Owner written notice of its determination ("Exercise Notice"). HASU shall use its best efforts to deliver the Exercise Notice to the Unit Owner regarding HASU's plans to exercise the Option as early as possible within the Option Period.
  - 4.4.1. If HASU elects to exercise its Option to identify a Qualified Renter for the Unit who establishes a new rental, the Qualified Renter shall sign a new rental agreement for the Unit within sixty (60) days after HASU delivers the Exercise Notice.
  - 4.4.2. If HASU (i) notifies the Unit Owner in writing that it will not exercise the Option, (ii) fails to deliver the Exercise Notice to the Unit Owner within the Option Period, or (iii) exercises the Option but the Qualified Renter fails to sign a new



rental agreement within sixty (60) days after HASU delivers the Exercise Notice, the Option shall automatically terminate with respect to such rental offering or rental agreement, without the need for further notice or documentation.

- 4.5. Rental Agreement with a Qualified Renter: Upon expiration or other termination of an Option with respect to a particular Unit, the renting Unit Owner shall then offer the Unit for rent to Qualified Renters through efforts such as: (i) advertising the rental offer through local media outlets such as the local newspaper of record and radio stations; (ii) providing notice of the rental offer to the County Community Development Department; and (iii) listing the Unit for rent on other web-based outlets.
  - 4.5.1. Additional Eligibility Requirements: A Unit Owner may institute additional eligibility requirements not specifically defined in this Agreement. HASU shall approve all eligibility requirements not defined in this Agreement prior to their use in approving or denying Qualified Renter applications.
  - 4.5.2. Changes to Additional Eligibility Requirements: A Unit Owner shall not modify additional eligibility requirements for a Unit unless such notice has been provided to HASU, and HASU provides written consent to the modification pursuant to this Agreement.
- 4.6. Rental Agreement with a Non-Qualified Renter: If, after using reasonable efforts to rent the Unit to a Qualified Renter, a Unit Owner is unable to rent the Unit, the Unit Owner shall request that (i) HASU or the County purchase the Unit at a mutually agreed price or (ii) that HASU permit a Non-Qualified Buyer to purchase the Unit subject to the terms of these restrictions. "Reasonable efforts" shall mean conducting a minimum of the following for no less than 120 days: (i) advertising the sale through local media outlets such as the local newspaper and radio stations; (ii) providing notice of the sale to the County Community Development Department; and (iii) listing the Unit for sale on other web-based outlets. HASU shall have the right to deny a Unit Owner's request to rent a Unit to a Non-Qualified Renter if, during the 120 day period, the Unit Owner rejects a rental application from a Qualified Renter who meets all eligibility requirements.
- 4.7. Transfer of Rental Unit to Sales Unit: If at any point the Unit Owner endeavors to sell his or her Unit, which was previously rented to a Qualified Renter, the Unit Owner shall notify HASU by delivering to HASU a written notice of such intent. The Unit Owner shall not sell his or her interest in the Unit unless such notice has been provided to HASU, and HASU has had an opportunity to exercise its option pursuant to Sections 3, above. The date the Unit Owner delivers such notice to HASU shall be the "Offer Date".
5. PHYSICAL CONDITION OF UNITS:
  - 5.1. Changes and/or Capital Improvements: Changes to deed restricted units shall comply with all currently adopted land use and building code standards. Improvements exceeding ten



percent (10%) of the purchase price in value shall not be added to the resale value. Renter-occupied units may not be changed without prior consent of the Unit Owner.

- 5.2. Minimum Standards of Physical Condition: A Unit Owner will be required to maintain a minimum standard of physical conditions, as set forth in Exhibit C - Minimum Standards, for the Unit in order to receive full resale value. Prior to any sale of a Unit, HASU or a designee will conduct an inspection and provide a list to the Unit Owner as to the items that need to be remedied prior to closing to bring the Unit to minimum standards and to get full resale value. If said inspection reflects items that do not meet the minimum standards for Unit Owner to receive full resale value pursuant to Exhibit C, the Unit Owner shall be required to either bring the Unit to minimum standards or an equal cost will be deducted from the Maximum Resale Price. If the Unit meets the minimum standards for Unit Owner to receive full resale value, the Unit shall be sold for a price up to the Maximum Resale Price. HASU will determine the Maximum Sales Price according to the formula set forth in Section 3.8, above.
6. EVENTS OF DEFAULT:
- 6.1. Owner Occupancy: Unit Owners shall occupy their Unit as their primary residence.
- 6.2. Rental of Units: No Unit Owner may rent or lease their Unit unless HASU, at its sole discretion, has provided prior written approval. Without prior written approval, renting the Unit constitutes an Event of Default of the Unit Owner. With prior written approval, the Unit Owner shall comply with the requirements set forth in Section 4, above. In no circumstances are nightly rentals allowed.
- 6.3. Limitations on refinancing: The Unit Owner shall not, under any circumstances, obtain any financing or a combination of multiple rounds of financing that, in the aggregate, exceeds the Maximum Resale Price at the time such financing is completed. Doing so constitutes an event of default.
- 6.4. Default: As defined above, noncompliance with any part of this Agreement constitutes an Event of Default. Events of Default shall include but not be limited to: rental of the Unit without prior written approval of HASU, obtaining financing or a combination of multiple rounds of financing that, in the aggregate, exceeds the Maximum Resale Price, not utilizing the Unit as an owner-occupied or renter-occupied primary residence, and noncompliance with any other part of this Agreement. Upon the occurrence of any Event of Default, a Unit Owner shall have 30 days to remedy the default, after which HASU or the County shall have the right to require that the Unit Owner sell the Unit in accordance with and subject to limitations of this Agreement.
- 6.5. Penalties: Upon the occurrence of any Event of Default, if the Unit Owner remains out of compliance and does not cure the default, monetary penalties shall be assessed against the Unit Owner at \$100 per day beginning on the 31st day after the Unit Owner is notified in



writing of the Event of Default. The County reserves the right to seek judicial enforcement of these penalties, including seeking a judgment lien and foreclosure.

- 6.6. County's rights to purchase a Unit in default: If a Unit Owner is in default of or has failed to make timely payments with respect to any mortgage, deed of trust, or other financial arrangement secured by a Unit, the creditor secured by the Unit (the "Secured Creditor") shall provide the County with a written notice at least 30 days prior to initiating a trustee's sale, foreclosure proceeding, or remedy affecting title to the Unit. After receiving the notice from the Secured Creditor, the County or a designee shall have the right to purchase such Unit at a price equal to the amount of outstanding principal, accrued interest, and any other reasonable costs incurred by the Secured Creditor in connection with the Unit. The County may exercise its right to purchase the Unit by providing written notice of its intent to purchase to the Secured Creditor within 30 days after receipt of the Secured Creditor's notice. If the County or a designee does not provide the Secured Creditor notice of its intent to exercise its right to purchase within 30 days after receipt of the notice from the Secured Creditor, the County's right to purchase shall lapse. If the County's right to purchase lapses, the Secured Creditor may initiate a trustee's sale, foreclosure proceeding, or other remedy affecting the title to the Unit. If the ownership of the Unit is transferred as the result of a trustee's sale, foreclosure proceeding, or other remedy affecting the title to the Unit, all deed restrictions in this Agreement are removed with respect to that Unit.

7. OTHER MISCELLANEOUS ISSUES:

- 7.1. Term of Agreement: The term of this Agreement shall commence as of the date first set forth above and continue in full force and effect for a period not less than forty (40) years. Upon the expiration of the initial forty (40) year term, this Agreement shall be renewed for additional consecutive ten (10) year terms, unless the County shall determine, based on an independent market study, that the Unit is no longer necessary to satisfy the affordable or employee housing needs in the County. The County Council or its designee shall make the final determination of such continuing need. The deed restriction for each Unit shall further specify the procedure for removing said deed restriction, and distributing any equity associated with the difference between the Maximum Sales Price at the time and fair market value.
- 7.2. Annual Compliance Report: HASU shall provide the County with an annual compliance report by January 31 of each year during the term of this Agreement. The annual compliance report shall include a signed statement by each Unit Owner certifying that their respective Unit is in compliance with the terms of this Agreement.
- 7.3. Waivers: The Owner/Developer hereby waives any defenses, rights or remedies that it might otherwise assert against the County in connection with: (i) the application of the rule against perpetuities to this Agreement; or (ii) any claim that the covenants in this Agreement recorded against the Unit are not real covenants running with the land constituting the Unit.



This waiver shall be binding upon and inure to the benefit of the successor and assigns of the Owner/Developer and the County.

- 7.4. Discontinuance of liability after conveyance: Following the recording of a deed conveying the Unit to a purchaser, the transferor of the Unit shall have no further liability under this Agreement respecting the Unit, except to the extent caused by the negligence or intentional misconduct of the transferor.
- 7.5. Sale against Owner's will: Nothing in this Agreement shall be interpreted to require a Unit Owner to sell the Unit against that Unit Owner's will unless the Unit Owner is in default pursuant to Section 5.4, above.
- 7.6. Severable obligations and liabilities: The parties understand that the Units may eventually be owned by different individuals and entities. The Unit Owner of any particular Unit, and that Unit itself, shall not be liable for, or encumbered by, the obligations or liabilities under this Agreement associated with any other Unit or Unit Owner.
- 7.7. Non-recourse: The various owners, members, directors, officers, managers, employees, agents and contractors of the Owner/Developer shall have no personal liability, deficiency, or recourse liability under this Agreement. The Owner/Developer's liability under this Agreement shall be limited solely to the Owner/Developer's interest in each Unit and the proceeds therefrom.
- 7.8. Notices: Any and all notices and demands by any party to any other party required or desired to be given hereunder shall be in writing and shall be validly given or made if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, sent by Federal Express or other similar courier service keeping records of deliveries and attempted deliveries, or served by facsimile transmission. Service by mail or courier shall be conclusively deemed made on the first business day delivery is attempted. Facsimile transmissions received during normal business hours on a business day shall be deemed made at the time of receipt. Facsimile transmissions not received during normal business hours on a business day shall be deemed made on the next business day. The parties may change their respective addresses for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address, shall not become effective, however, until the actual receipt thereof by the others.

Any notice or demand to the Owner/Developer shall be addressed to the following address:

Red Acre, LLC  
Attn: Michael Kaeske, President  
ADDRESS  
ADDRESS  
Fax:



Any notice or demand to the County shall be addressed to the following address:

Grand County  
Attn: County Clerk-Auditor and Community Development Department  
125 E. Center St.  
Moab, UT 84532  
Fax: (435) 259-2959

Any notice or demand to the HASU shall be addressed to the following address:

Housing Authority of Southeastern Utah  
Attn: Executive Director  
321 E. Center St.  
Moab, UT 84532  
Fax: (435) 259-4938

- 7.9. Severability: Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of any of the foregoing Agreement shall be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions in this Agreement.
- 7.10. Attorney's Fees: If any party shall take or defend against any action for any relief against another party arising out of this Agreement, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including, but not limited to, reasonable attorneys' fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.
- 7.11. Choice of Law: This Agreement shall be governed and construed in accordance with the laws of the State of Utah.
- 7.12. Successors: Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, and assigns of the parties.
- 7.13. Third Party Beneficiary: This Agreement is not intended to confer rights on third parties.
- 7.14. Paragraph Headings: Paragraph or section headings within this Agreement are inserted solely for convenience of reference and are not intended to, and shall not, govern, limit or aid in the construction of any terms or provisions contained herein.



- 7.15. Gender and Number: Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
- 7.16. Modifications: The Parties agree that any modifications of this Agreement shall be effective only when made by writings signed by the parties, or their successors, hereto and recorded with the Clerk and Recorder of Grand County, Utah.
- 7.17. Recordation: Upon execution and delivery of this Agreement by the Owner/Developer, the County, and HASU, the Owner/Developer shall cause this Agreement to be recorded and filed in the official public land deed records of Grand County, Utah, and shall pay all fees and charges incurred in connection therewith.
- 7.18. Covenants Run with the Land: The Owner/Developer intends, declares and covenants, on behalf of itself, all future owners of the Units, and all parties that obtain any interest in any Unit that this Agreement and the covenants and restrictions set forth herein, regulating and restricting the rents, use, occupancy and transfer of the Units, shall be covenants running with the land and improvements constituting the Units, for the benefit of the County, shall encumber the Units, and shall be binding upon the Owner/Developer, all subsequent Unit Owners of the Units, and any other party with an interest in any Unit.
- 7.19. Integration: This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein.
- 7.20. IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

COUNTY:  
Grand County  
A political subdivision of the State of Utah

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

Owner/Developer:  
Red Acre, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGEMENT:

STATE OF UTAH            )  
  §  
COUNTY OF GRAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_, a corporation of the State of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_



**Exhibit A  
Real Property**

The following described real Property is located 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.



**Exhibit B  
FY 2016 Maximum Income Limits and Maximum Housing Costs**

\*Median Income is recalculated on an annual basis\*

FY 2016 Income Limit Area	Median Income	FY 2016 Income Limit	Persons In Family							
			1	2	3	4	5	6	7	8
Grand County	\$64,300/y r	HUD (80%) Income Limits (\$)	\$36,050	\$41,200	\$46,300	\$51,450	\$55,600	\$59,700	\$63,800	\$67,950

FY 2016 Income Limit Area	Median Income	FY 2015 Income Limit	Maximum Housing Costs/month (Owner or Renter)					
			0 BDRM	1 BDRM	2 BDRM	3 BDRM	4 BDRM	5 BDRM
Grand County	\$64,300/ yr	HUD (80%) Income Limits (\$)	\$901	\$966	\$1,158	\$1,338	\$1,493	\$1,647
			*As per HUD standards, monthly costs assume 1.5 persons/bedroom					



### **Exhibit C**

#### **Minimum Standards for Seller to Receive Full Resale Value**

- Clean unit
- Carpets steam-cleaned two or three days prior to closing
- All scratches, holes, burned marks repaired in hardwood floors, linoleum, tile, and counter tops, etc.
- No broken or foggy windows
- All screens in windows (if screens were originally provided)
- All doors will be in working order with no holes
- All locks on doors will work
- All keys will be provided; e.g., door, mail box, garage
- All mechanical systems shall be in working order
- Walls paint ready
- Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced or escrow funds at current market value per square foot for a comparable product shall be held at the time of closing to be used by the new buyer
- No leaks from plumbing fixtures
- Any safety hazard remedied prior to closing
- Satisfaction of radon issue if found at time of inspection
- All light fixtures shall be in working order
- All appliances that existed in the original Unit, remain and are in good working order and good condition

#### **DEFINITIONS**

- Clean Unit: All rooms will be cleaned as stated below:
- Kitchen:
  - Range - Inner and outer surfaces will be cleaned.
  - Range hood and Exhaust Fan
  - Refrigerator and Freezer - Inner and outer surfaces of refrigerator and freezer will be clean. Freezer will be defrosted.
  - Cabinets and Countertops - Exterior and interior surfaces of cabinets and drawers will be clean. Door and drawer handles, if provided, shall be clean and in place.
  - Sink and Garbage Disposal - Sink and plumbing fixtures will be clean. Garbage disposal must be in working order.
  - Dishwasher - Must be in working order and inner and outer surfaces shall be clean.
- Blinds, Windows, Screens:
  - Mini-blinds, Venetian Blinds, Vertical Blinds, and Pull Shades - Will be clean.
  - Windows - All window surfaces, inside and outside of the window glass, shall be clean.
  - Screens - Screens will be clean and in place with no holes or tears.



- Closets: Closets, including floors, walls, hanger rod, shelves and doors, shall be clean.
- Light Fixtures: Light fixtures will be clean and shall have functioning bulbs/florescent tubes.
- Bathrooms:
  - Bathtub, Shower Walls, Sinks - Bathtubs, shower walls and sinks shall be clean.
  - Toilet and Water Closet - Water closets, toilet bowls and toilet seats will be clean. If the toilet seat is broken or peeling, the seat shall be replaced.
  - Tile - All tile and grout will be clean.
  - Mirrors and Medicine Cabinets - Mirrors and medicine cabinets shall be cleaned inside and out.
  - Shelves and/or Other Cabinetry - All other shelving or cabinetry shall be cleaned inside and out.
- Walls, Ceilings, Painted Doors and Baseboards: Painted surfaces must be cleaned with care to ensure the surface is clean without damaging the paint.
- Floors: Floor cleaning includes sweeping and mopping and could include stripping, waxing and buffing. Types of floor surfaces include bamboo and marmoleum.
- Interior Storage/Utility Rooms: Storage/utility rooms shall be cleaned. Properly cleaned storage/utility rooms will be free from odors, removable stains, grease marks or accumulations.
- Washer/Dryer- Must be in working order and inner and outer surfaces shall be clean
- Safety Hazard: Any item that provides a safety hazard shall be fixed. This would include, but is not limited to, exposed electrical wiring, satisfaction of any radon issue found, ventilation for gas hot water system, etc.
- Walls Paint-Ready: All holes shall be patched; all posters, pictures, etc., shall be removed from all walls; all nails, tacks, tape, etc., shall be removed from all walls; and all walls shall be clean and ready for the new buyer to paint. If wallpaper has been placed on the wall and in good condition, the wallpaper can remain; if the wallpaper is peeling off, the wallpaper must be removed.
- Windows: If a window is broken, including the locking mechanism, the window shall be replaced. If the window has a fog residue in the inside, it shall be replaced.

**AGENDA SUMMARY  
GRAND COUNTY COUNCIL MEETING  
May 17, 2016**

Agenda Item: J

<b>TITLE:</b>	Adopting a proposed ordinance to amend Sections 3.1 and 3.2.2 of the Grand County Land Use Code (LUC) to permit a heliport at the Emergency Operations Center (EOC)
<b>FISCAL IMPACT:</b>	N/A
<b>PRESENTER(S):</b>	Zacharia Levine, Community Development Director

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

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**STATED MOTION :**

Move to adopt the proposed ordinance approving the amendments to Sections 3.1 and 3.2.2 of the Grand County Land Use Code (LUC) to permit a heliport at the Emergency Operations Center (EOC) and authorize the Chair to sign all associated documents.

**PLANNING COMMISSION RECOMMENDATION:**

Approval

**STAFF RECOMMENDATION:**

Approval

**BACKGROUND:**

The Grand County Council directed staff to initiate an amendment to the LUC in order to clarify use permissions of a heliport located at the EOC. Planning Commission, with guidance from the Community Development Department, amended the use regulations for heliports as directed. In a public hearing held April 13, 2016, the planning commission voted to forward a favorable recommendation of the referenced amendment, which permits a heliport at the EOC without permitting heliports at all government facilities carte blanche.

**ATTACHMENT(S):**

1. Draft ordinance
2. (Redline) Sections 3.1 Use Table and 3.2.2 Public and Civic Use Standards
3. Citizen Comment

**GRAND COUNTY, UTAH**  
**ORDINANCE \_\_\_\_\_ (2016)**

**APPROVING EMERGENCY OPERATIONS HELIPORTS IN THE  
HIGHWAY COMMERCIAL (HC) ZONE DISTRICT**

**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 or LUC) on January 4, 1999 with Ordinance No. 299 and amended it 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 residents and visitors of Grand County benefit from the presence of an Emergency Operations Center (EOC) located centrally within the County's population and recreational activity areas;

**WHEREAS**, helicopter support for life safety emergency operations, including search and rescue and aircraft medical transport, are integral to protecting the health, safety, and welfare of the residents and visitors of Grand County;

**WHEREAS**, aircraft activity taking place at the EOC is strictly for life safety emergency operations and NOT commercial aviation or "scenic flight" purposes;

**WHEREAS**, in a public hearing on April 13, 2016 the Grand County Planning Commission considered all evidence and testimony presented with respect to the subject application and forwarded favorable recommendation to the Grand County Council,

**WHEREAS**, due notice was given that the Grand County Council would meet to hear and consider the proposed ordinance Approving Emergency Operations Heliports in the Highway Commercial (HC) Zone District in a public hearing on May 3, 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 the LUC is hereby amended to read:

## Section 3.1 Use Table

Principal Uses by Zoning District													
Use Category	Specific Use	RESIDENTIAL					NONRESIDENTIAL					Use-Specific Standards	
		SLR	LLR	RR	MFR	RG	NC	SB	RC	RS	HC		I1
Key: P = Permitted by right      C = Conditional Use Permit Required      ___ Not Permitted (Use-specific Standards and descriptions of Use Categories are provided in Sec. 3.2 and Sec. 3.4, respectively)													
	Airport and heliport, emergency operations										P		3.2.2A
	Airport and heliport, private					C							3.2.2B
	Airport and heliport, public												SEC. 4.3
Passenger Terminals	Bus station or terminal							P			P	P	
	Train Passenger Terminal					C							3.2.4N
	All other passenger terminals												

### 3.2.2 Public and Civic Use Standards

#### A. Airport and Heliport, Emergency Operations

A heliport associated with the Grand County Emergency Operations Center (EOC) shall be a permitted use in the Highway Commercial (HC) zone district. The EOC heliport shall be used strictly for life safety related emergency operations. Aircraft takeoffs and landings shall NOT be permitted if helicopter takeoffs or landings are conducted in any part for commercial travel aviation or "scenic flight" purposes.

#### B. Airport and Heliport, Private

All private airports and heliports shall comply with the standards of this section:

1. Aircraft takeoffs and landings shall be limited to the following activities:
  - a. Aviation activities conducted by or on behalf of governmental entities;
  - b. Medical, search-and-rescue, or other life safety emergency aviation activities;
  - c. Aviation activities for agricultural purposes (farming or ranching);
  - d. Aviation activities for the purpose of seismic or other oil, gas or mineral exploration;
  - e. Aviation activities for the purpose of reaching an aircraft maintenance or repair facility that is in use, and has historically been in use, at the time this section becomes effective;
  - f. Aviation activities for the purpose of maintaining and repairing public utility facilities;
  - g. Aviation activities for commercial filming purposes; or
  - h. Aviation activities in support of permitted construction activities.

2. Aircraft takeoffs and landings for commercial filming activities shall be conducted at an airport or heliport that is currently in use, and has historically been in use for such activities.
3. Aircraft takeoffs and landings at private heliports shall NOT be permitted if helicopter takeoffs or landings are conducted in any part for commercial travel aviation or "scenic flight" purposes.

**PASSED, ADOPTED, AND APPROVED** by the Grand County Council in open session this 17<sup>th</sup> day of May 2016 by the following vote:

*Those voting aye:* \_\_\_\_\_

*Those voting nay:* \_\_\_\_\_

*Those absent:* \_\_\_\_\_

**ATTEST:**

**Grand County Council**

\_\_\_\_\_  
Diana Carroll, Clerk/Auditor

\_\_\_\_\_  
Elizabeth Tubbs, Chair

## Bryony Chamberlain

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**From:** William Love <sombra@frontiernet.net>  
**Sent:** Monday, May 02, 2016 8:55 AM  
**To:** Council  
**Cc:** Zacharia Levine  
**Subject:** Item J Helicopter Pad in Residential Area

Please Distribute

The residents in the area of the emergency helicopter missed their opportunity several years ago to move the landing pad. Sherriff White gave the first temporary permit for the use of the pad and he wanted to hear from local residents. Nobody called him. He then issued a long term permit.

The helicopter company could have built a landing pad at the Interagency Fire Facility in southern Spanish Valley. The company did not want to pay for the pad.

The helicopter company claimed they could not station personal at the airport for emergency service. I checked with the airport board and again no one wanted to pay for the crew quarters at the airport.

Requiring the helicopter to build a pad at the Interagency Fire Center may still be an alternative.

I have found that having an intelligent conversation with proponents of the helicopter company is very difficult. The proponents will almost always talk about the value of the service and ignore any comments on the problems with the location of the service. The conversation usually ends with neither party listening to the other.

The council needs to table any decision on the location of the helicopter until the costs of a new pad at the interagency fire center are fully reviewed.

Bill Love

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This email has been checked for viruses by Avast antivirus software.  
<https://www.avast.com/antivirus>

**AGENDA SUMMARY  
GRAND COUNTY COUNCIL MEETING  
May 17, 2016**

Agenda Item: K

<b>TITLE:</b>	Adopting a proposed ordinance to amend Section 3.2.4G of the Grand County Land Use Code (LUC) to permit the acceptance of formation water at local disposal facilities and improve their regulation.
<b>FISCAL IMPACT:</b>	N/A
<b>PRESENTER(S):</b>	Zacharia Levine, Community Development Director

**Prepared By:**

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

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**STATED MOTION :**

Move to adopt the proposed ordinance approving the amendments to Section 3.2.4G of the Grand County Land Use Code (LUC) to permit the acceptance of formation water at local disposal facilities and improve their regulation and authorize the Chair to sign all associated documents.

**PLANNING COMMISSION RECOMMENDATION:**

Approval

**STAFF RECOMMENDATION:**

Approval

**BACKGROUND:**

Ordinance 528-2014 amended the Subsection 3.2.4.G of the LUC by revising and augmenting conditions for operation of commercial production water disposal and recycling facilities. Revisions to Ordinance 528 that would allow processing of “formation water” (briny waste water from wells NOT used for oil or gas production) at these facilities were discussed at a public hearing during the April 13, 2016 session of the Planning Commission (PC). Immediately following that hearing, PC voted unanimously to forward the proposed updated ordinance to Council for approval.

The current Ordinance 528 allows processing and disposal only of the waste water from oil and gas wells. Due to the negligible hydrocarbon content, allowing processing and disposal of formation water reduces potential air emissions, enables business opportunities not subject to energy industry “boom-bust” cycles and would increase revenues for Grand County from volume-based monitoring fees.

Proposed revisions to LUC Subsection 3.2.4.G are as follows:

- Added references to “formation water” and replaced “production water facility” with the more general term “disposal facility” where appropriate.
- 1.c(1) Specified state agencies whose permits would be required.

- 1.c(3), 3.a-f added language recognizing limits on use of injection wells for this purpose.
- 1.g added reference to accumulated solids in Waste Management Plan.
- 1.j added reference to Division of Waste Management and Radiation Control under Referral Agency.
- 1.n added requirement to suspend commercial operations and notify Grand County in the event the BACT emission control system fails to operate properly for more than sixty minutes.
- 1.p(2) clarified billing procedure.
- 1.u, 2.c(8) and 2.e specified reporting and compliance requirements for radionuclide and heavy metal content.
- 2.a required proper operation of emission control equipment.
- 2.d(6) required separate receiving and distribution systems for “formation water.”
- 2.d(14) clarified procedures when pond-specific leak is detected.
- LUC Article 10, Definitions revised related definitions

**ATTACHMENT(s):**

1. Draft ordinance

**GRAND COUNTY, UTAH**  
**ORDINANCE NO. \_\_\_\_\_, SERIES 2016**

**PRODUCTION WATER AND FORMATION WATER DISPOSAL & RECYCLING  
FACILITIES AMENDMENT**

**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**, Grand County serves to protect the health, safety, and welfare of all its citizens and visitors;

**WHEREAS**, Grand County seeks to ensure that production water and formation water disposal and recycling facilities are planned, located, designed, and operated to facilitate compatibility with surrounding uses;

**WHEREAS**, Grand County desires to adopt best management practices and regulations to provide clear guidelines and requirements for the development of said facilities;

**WHEREAS**, the Planning Commission reviewed the draft ordinance in a public hearing on April 13, 2016 and recommended approval;

**WHEREAS**, due notice was given that the County Council would meet to hear and consider this ordinance in a public hearing on May 3, 2016 and

**WHEREAS**, the County Council has heard and considered all evidence and testimony presented with respect to these amendments, and has determined that adoption of this ordinance is in the best interests of the citizens of the Grand County, Utah and that these amendments are consistent with the LUC Sec. 1.5, Purpose.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL** that the LUC is hereby amended by the repeal and re-enaction of Section 3.2.4.G Commercial Production Water and Formation Water Disposal and Recycling Facilities to read as follows:

**3.2.4.H Commercial Production Water and Formation Water Disposal and Recycling Facilities  
("Disposal Facilities")**

**1. General Requirements**

Disposal facilities may be approved by Conditional Use Permit pursuant to Sec. 9.11, Conditional Use. Drilling muds and tank bottom waste shall not be accepted. Land Farms, as defined in Article 10, are not permitted. Disposal facilities shall comply with the following requirements:

**a. Site Plan**

A site plan shall be prepared in accordance with Section 9.17.

**b. Transportation Plan**

Selected transportation routes shall not result in a significant degradation of the level of service; "significant" shall be defined as a change in letter grade of the level of service. Where the level of service is unknown the applicant shall be responsible for the cost of traffic studies performed by a Utah-licensed engineer to establish such information. Traffic studies shall include an analysis of the traffic mix. Route selection to and from facilities shall consider the following:

- (1) Methods by which production water and formation water will be transported,

- (2) Road types, design, and service capacity, including future maintenance needs and costs,
- (3) Extent to which weather renders such roads and/or highways hazardous,
- (4) Load capacities, including during saturated inclement weather conditions,
- (5) Accident rates, to determine if proposed transportation routes are more or less hazardous than the average for similar types of roads and/or highways- the applicant shall mitigate any increased risk to such roads and/or highways, the traveling public, and any increased future maintenance and repairs costs to Grand County or the State of Utah,
- (6) Number and proximity of residences, schools, hospitals, and pedestrian routes,
- (7) Noise and traffic disruption,
- (8) Number and frequency of intersections per linear mile, or other measure as determined by Grand County during the application process, between the entrance of a facility and the nearest federal, state or county highway or road,
- (9) Where roads are inadequate, as determined by Grand County, to support the additional proposed traffic, road and/or highway improvements shall be provided at the applicant's expense, consistent with applicable County, state, and/or federal standards,
- (10) A Road Maintenance Agreement accepted and signed by the County Road Department and approved by the County Council,
- (11) Additional bonding may be required to adequately cover road maintenance costs during operation, and
- (12) A UDOT highway access permit shall be approved for each facility with direct access to a state highway. Turn lanes, frontage road(s), and curb and gutter shall be provided by the applicant if required by UDOT.

**c. Operation**

- (1) Disposal facilities shall be fully operational and have all applicable county, state, and federal permits prior to accepting production water or formation water. At a minimum, appropriate permits are required from Utah Division of Air Quality, Utah Division of Water Quality, Utah Division of Oil, Gas and Mining, and Utah Division of Waste Management and Radiation Control.  
An operational certification letter shall be issued by the Community Development Department prior to receiving any production water or formation water. This operational certification letter must document the appropriate state agency permits.
- (2) An operator shall be on site during commercial operations.
- (3) Sites shall be used solely for production water or formation water disposal, condensate holding and hydrocarbon recovery tanks, and related structures. Injection or dumping into an injection well of any class, or holding at the site, of any other substance, waste or chemical is strictly prohibited without the necessary permits and prior approval of Federal, State, and County entities.
- (3) Federal, state, and county officials shall be allowed on the premises for the purpose of conducting site visits without prior notification.
- (4) Federal, state, and county documents shall be maintained on site and made available for federal, state, and county review.
- (5) Signs providing emergency contact information shall be provided at the facility entrance and receiving areas.
- (6) The applicant shall submit information regarding the proposed facility, wildlife protection measures, and type and height of perimeter fencing to the Utah Division of Wildlife Resources. The applicant's letter and agency response shall be provided to the County.
- (7) Perimeter fencing shall be installed to keep wildlife and agriculture stock off the premises.

**d. Water Supply, Sewage Disposal, and Fire Protection**

Prior to approval the applicant shall demonstrate water supply, sewage disposal, and fire protection that is sufficient in terms of quality, quantity, and dependability for the proposed facility.

**e. Drainage Plan**

A drainage report and drainage plan, prepared by a Utah-licensed engineer, shall demonstrate compliance with Sec. 6.7, Drainage, with consideration of natural drainage and drainage during construction.

**f. Surface Discharge**

No production water or formation water shall be discharged to the ground for any purpose including construction, dust control, or agricultural use without prior written approval from the Utah Division of Oil, Gas, and Mining, the Division of Water Quality, and Grand County. No other fluids from such facilities shall be discharged onto the ground, sold for off-site use, nor allowed to contaminate waters of the U.S. without prior written consent from all applicable local, state, and federal authorities. The applicant shall provide written copies of all approvals to the County prior to commencing any such activity.

**g. Waste Management Plan**

A detailed waste management plan shall describe the plans for handling and disposal of the expected wastes to be generated as a part of facility operations. This includes such items as hydrocarbons, concentrated brine, accumulated solids, treatment chemicals, and treatment media.

**h. Reclamation Plan**

A detailed reclamation plan shall demonstrate that upon cessation of operations restoration of the site shall be completed to a condition as natural as practical, or to the site's original or other beneficial condition as approved by the County Council and consistent with Sec. 6.9.9F, Restoration. At a minimum the reclamation plan shall include the following:

- (1) Removal of structures,
- (2) Removal and disposal of remaining waste including contaminated soils and liners,
- (3) Re-grading of the site to the approximate original contour or approved beneficial condition,
- (4) Erosion control and re-vegetation of disturbed areas, and
- (5) Conformance with state reclamation requirements.

**i. Bonding**

The applicant shall be financially capable of constructing, operating, and properly closing the site, including reclamation and any required post-closure monitoring to the satisfaction of the County. Final reclamation shall be accomplished within one year of the cessation of operations.

Each applicant shall post sufficient security based on a cost estimate to be prepared by a licensed engineer and approved by the Community Development Department. The cost estimate shall include all costs associated with facility closure and site remediation. The method of security shall be approved by the County Clerk, County Attorney, and County Council prior to the issuance of a Conditional Use Permit. Such Security shall be in accordance with state requirements found in Utah Administrative Code R649-9 Waste Management Disposal. Estimates shall be recalculated every 5 years and shall account for the value of bonds held by the State of Utah for a particular facility.

**j. Referral Agency**

Applications shall be referred to such agencies and persons as the Zoning Administrator deems appropriate, including, but not limited to, the Utah Department of Environmental Quality (Division of Air Quality, Division of Waste Management and Radiation Control, and Division of Water Quality) and the Utah Department of Natural Resources (Division of Oil, Gas, and Mining and Division of Wildlife Resources) for review and comment.

**k. Notification**

The applicant shall supply a list of all property owners within a one-half mile radius of the proposed project site and an affidavit certifying that a copy of the application has been made available to said property owners.

**l. Operational Status**

Grand County shall be notified in writing at least 30 days prior to any change in ownership or operator status. Grand County shall be notified of any permit revisions, equipment upgrades or downgrades, and/or process changes integral to the operation of the facility.

**m. Technical Review**

If County staff does not have the technical expertise or the practical ability to devote the necessary time and effort for technical review, as determined by the County Council, the County may engage such additional expertise and/or consultants to assist the County and/or to provide technical review of an application under this section, including assessing the accuracy of technical reports and studies. The applicant shall reimburse the County for the cost of such assistance prior to approval of applicable County permits and before commencement of the activity. The County shall require that the applicant provide cash or equivalent security to guarantee that the costs of such consultants and expertise are borne by the applicant.

**n. Best Available Control Technology (BACT)**

Applicants shall install and operate emission control technology according to requirements of all applicable permits and orders issued by the State of Utah.

Applicants that are required by the State of Utah to provide best available control technology documentation to the Department of Air Quality shall furnish a copy of the proposed best control technology documentation to the County.

Commercial operations shall be suspended and Grand County notified within four hours any time the BACT equipment fails to operate properly for longer than one hour. In such cases, commercial operations shall not resume until the BACT equipment is operating properly.

**o. Existing Facilities**

Existing facilities shall not be deemed to be in noncompliance due to actions taken by adjacent landowners.

**p. Fees**

In addition to application fees, the applicant shall pay fees in accordance with the Grand County fee schedule as updated annually.

(1) Each disposal facility shall submit to the Office of the County Clerk a monthly summary report of barrels received by the 5<sup>th</sup> business day of the following month. Billing invoices for the monitoring fee shall be subject to a standard 30 day payment term.

(2) If the monthly summary report is not received by the Office of the County Clerk within thirty days of the due date, the Clerk shall bill the owners of the disposal facility based on the average of the twelve most-recently submitted monthly reports,

(3) Accrued Late Fees of 1.5% per month for past due balances will be billed upon receipt of the Annual Statement from the disposal facility OR on the due date of the Annual Statement, whichever is earliest.

(4) If the total barrels reported in the Annual Statement shows that less fees were due than were billed, the Office of the County Clerk will calculate the difference and issue a credit against future monitoring fees. If the total annual barrels reported in the Annual Statement shows that more fees were due than were billed, the Office of the County Clerk will bill the facility for any additional fees due, including any additional Late Fees due.

(5) Grand County may file a lien against the disposal facility for unpaid fees that are still past due on April 30<sup>th</sup> of the following year.

**q. Permit Review**

The applicant shall provide an annual statement of compliance to be reviewed by the County Council. Such statements shall include a detailed and specific report on steps taken in the prior year to comply with applicable local, state, and federal requirements and laws. This statement shall be due to the County by January 31<sup>st</sup> of each year.

**r. Permit Expiration**

If the facility has not been in operation within one year of obtaining the conditional use permit and a request for extension has not been received and approved by the County Council the conditional use permit shall expire. Additionally, if the facility shuts down at any time for a period of one year and a request for extension has not been received and approved by the County Council, the conditional use permit shall expire and site restoration shall be completed by the owner of the property or bond holder.

**s. Liability and Mitigation**

The permittee and property owner are legally liable for all environmental damage, including but not limited to health hazards, resulting from the construction, operation, use, and maintenance of any disposal facility. If such damage occurs, the county, in addition to pursuing all other remedies available to it, may summarily require the permittee and property owner to develop and implement with due diligence a mitigation plan, including requirements of state and federal agencies, to remedy all such damage. Implementation of the plan will be required regardless of whether the county also revokes the permit.

**t. Contingency Plan**

The applicant shall provide a contingency plan, including material safety data sheets, to be maintained on-site and at the appropriate offices of the emergency service providers listed below for the purpose of describing what actions shall be taken in the event of unintentional release and/or exposure. The plan shall provide, at a minimum, communications protocol, including emergency responder notification. Copies shall be provided to the following service providers: Sheriff's department, fire department(s), local hospital(s), and Emergency Medical Services (EMS).

**u. Compliance with State and Federal Requirements**

The operator shall assure through appropriate sampling, testing and controls as required by applicable permits and regulations that all conditions in state and federal permits are met. The operator shall report to Grand County Community Development within 48 hours of discovery any exceedance of the pertinent state and federal limits (as defined by EPA) for radionuclide or heavy metal content.

**2. Commercial Evaporation Pond Facilities**

In addition to complying with the general requirements of Sec. 3.2.4.H.1, commercial evaporation pond facilities for production water and/or formation water disposal shall comply with the following:

**a. Control of Air Emissions**

Facilities that do not meet the “de minimis” air quality standards, as defined by the Utah Department of Environmental Quality (Division of Air Quality), shall be required to install and operate emission control technology as specified in all applicable permits and orders issued by the State of Utah.

**b. Location**

Disposal facilities shall only be considered on sites identified on the attached map entitled “Evaporation Pond Facilities Overlay Map”. In addition the following shall apply:

- (1) Sites shall be a minimum of 40-acres in size;
- (2) No site shall be located within a mile of: an existing residence, RR, SLR, LLR, or MFR zone district, irrigated farm land, or national or state park;
- (3) No site shall be located within one-half mile of a perennial or intermittent stream, as identified by USGS, surface waters, or regulatory wetlands;
- (4) No site shall be located within a Sole Source Aquifer designated area;
- (5) No site shall be located within sight of scenic by-way Highway 128;
- (6) All ponds shall be located a minimum of 500 feet from the down gradient property line to allow additional monitoring wells to be placed on the site if deemed necessary by the Community Development Department; and
- (7) Site soil and subsurface permeability shall be less than  $1 \times 10^{-5}$  centimeters per second, to a depth sufficient to span a ten year saturation period.

**c. Baseline Data**

The applicant shall collect and submit baseline data to be approved by the Community Development Department prior to the issuance of a zoning development permit and /or building permit. Baseline air and water quality sampling plans shall be completed by an independent and state certified lab and, at a minimum, include:

- (1) Depth to groundwater,
- (2) Groundwater flow rates,
- (3) Direction of flow,
- (4) Soil and subsurface permeability to a sampling depth sufficient to span a ten year saturation period,
- (5) Wind patterns reflecting diurnal and seasonal changes,
- (6) Location of abandoned and/or active wells and surface water within a one-half mile radius of the proposed site,
- (7) Air quality sampling for sulfur containing compounds, Volatile Organic Compounds (VOCs), and hazardous air pollutants,
- (8) Water quality sampling for sulfur containing compounds, VOCs, total extractable petroleum hydrocarbons, pH, conductivity, Total Dissolved Solids (TDS), Total Suspended Solids (TSS), radionuclides and heavy metals.

**d. Operation and Safety**

- (1) Any measurable or visible layer of hydrocarbons that accumulates on the surface of an un-netted evaporation pond shall be removed daily, weather permitting.
- (2) Spray evaporation systems shall be operated such that all spray-borne suspended or dissolved solids remain within the perimeter of a pond's lined area.
- (3) Smoking shall be allowed in designated areas only and appropriate signs shall be maintained.
- (4) Signs providing emergency contact information, stating non-potable water, and warning of potential drowning hazards shall be posted adjacent to all ponds.

- (5) Ropes, ladders, and/or other means of escape shall be provided along the perimeter of the ponds to allow a person to climb out of a pond in the event of an accident.
- (6) Ponds permitted for formation water shall have separate receiving and distribution systems and shall not be used for produced water from oil and gas production.
- (7) Pits or ponds intended to have hydrocarbon products on the surface shall be netted to prevent wildlife access. Netting structures shall be constructed so that the netting is prevented from sagging into the pit fluids and perimeter netting shall extend to the ground to prevent wildlife entry. Netting shall be monitored by the onsite operator to ensure proper working order. Hydrocarbon accumulation on the surface of any netted pond shall be removed at least once each month, weather permitting.
- (8) A wildlife deterrent device, such as a "hazing canon", shall be placed on site at strategic locations to keep wildlife away from open ponds.
- (9) All ponds shall have a 2-foot minimum freeboard.
- (10) The applicant shall provide calculations demonstrating adequate on-site pond volume for emergency emptying of any pond. Facilities shall provide a written emergency repair plan that clearly indicates the procedure for emptying a pond.
- (11) The applicant shall provide for prevention of loss of any production water or formation water from the ponds via wave action.
- (12) All holding tanks for materials associated with operations shall be constructed completely above ground and within a curbed or bermed containment area to provide a volume equal to 1.5 times the largest tank volume. No open top tanks shall be permitted.
- (13) Ponds shall be double lined in accordance with state regulations. Additionally, the top liner shall be synthetic and a minimum of 60 mils thick.
- (14) If a pond specific leak is detected, the water level in that pond shall be lowered immediately below the level of the leak and the source of the leak repaired.
- (15) If contaminants are found to exceed permissible levels in perimeter monitoring wells or allowed volumes in any area of the facility are exceeded, the facility shall cease accepting new waste immediately and direct customers to another regional/state approved facility. The Community Development Department shall be notified within one working day of the occurrence and the cause shall be corrected to the satisfaction of the Community Development Department and applicable state agencies prior to resuming operations.

**e. On-going Monitoring**

The applicant shall conduct air and water monitoring as required by all applicable State of Utah permits and orders. Monitoring shall include testing for the presence and level of radionuclides.

**3. Commercial Injection Wells**

In addition to complying with the general requirements of Sec. 3.2.4.H.1, commercial injection wells for production water or formation water disposal shall comply with the following:

**a. Location**

Commercial injection wells shall not be permitted within the boundaries of the Valley Aquifer impact zone as defined in the LUC Sec. 7.10.3 (Valley Aquifer Impact Zone map) or within any sole source aquifer zone. Injection wells shall be located to ensure that Underground Sources of Drinking Water (USDWs) and surface waters are not being endangered.

**b. Underground Injection Control Permit**

The applicant shall submit copies of Underground Injection Control (UIC) permit application materials in order that the County may participate through written comment in the Utah Division of Oil, Gas, and Mining (UDOGM) permitting process.

**c. Operation and Safety**

Injection wells shall be completed, equipped, operated, and maintained in a manner that will prevent pollution and damage to any Underground Source of Drinking Water (USDW), or other resources and will confine injected fluids to the target injection zone approved by UDOGM.

**d. Monitoring**

A sampling port shall be provided post-treatment, prior to injection. The applicant shall provide continuous read Total Dissolved Solids (TDS) monitoring during pumping operations in 15 minute minimum intervals (with digital record copies of output) for each well in conjunction with daily manual water samples for purposes of comparison. The applicant shall submit quarterly reports providing TDS raw data and averages for each well displayed in a graphic format with a text summary. Access to the sampling port and the entire facility shall be provided to all regulatory agencies without prior notification.

**e. Injection Well Disposal of Formation Water**

Only permitted Class I injection wells may be used for disposal of formation water, and only with prior approval by Division of Oil, Gas and Mining. Class I injection wells may not be used for production water. A copy of such approval shall be provided to Grand County prior to beginning commercial disposal of formation water in the injection well.

**f. Injection Well Disposal of Production Water**

Only permitted Class II injection wells may be used for disposal of production water, and only with prior approval by Division of Oil, Gas and Mining. Class II injection wells may not be used for formation water. A copy of such approval shall be provided to Grand County prior to beginning commercial disposal of formation water in the injection well.

**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
Formation Water	Brines brought to the surface from subsurface geologic formations during operations NOT associated with commercial extraction of oil or gas.
Class I Injection Well	Wells defined in Rule 317-7-3 which are used to dispose wastes beneath the lowermost formation containing, within two miles of the well bore, an underground source of drinking water,
Class II Injection Well	A well used to inject brines and other fluids associated with the production of oil and natural gas as defined by the State of Utah.
Disposal Facility	For this ordinance, a centralized facility accepting production water and/or formation water and related fluids <i>not generated on site, for disposal and/or recycling.</i>
Evaporation Pond	Surface impoundment used for the purpose of containing, treating and evaporation of production or formation water.
Hazardous Air Pollutants	As defined in the federal Clean Air Act, Section 112.
Land Farming	The controlled and repeated application of drilling mud, sludge, or any other wet non-water materials from reserve pits or the drilling process to the soil surface.
Produced (“production”) Water	The brines brought up from the hydrocarbon bearing strata during the extraction of oil and gas, and can include formation water, injection water, and any chemicals added down hole or during the oil/water separation process.

**PASSED, ADOPTED, AND APPROVED** by the Grand County Council in open session this 17<sup>th</sup> day of May 2016 by the following vote:

*Those voting aye:* \_\_\_\_\_

*Those voting nay:* \_\_\_\_\_

*Absent:* \_\_\_\_\_

ATTEST:

Grand County Council

\_\_\_\_\_  
Diana Carroll, County Clerk

\_\_\_\_\_  
Elizabeth Tubbs, Chairperson

**AGENDA SUMMARY  
GRAND COUNTY COUNCIL MEETING  
May 17, 2016**

Agenda Item: L

<b>TITLE:</b>	Adopting a proposed ordinance to amend Section 3.3.2 of the Grand County Land Use Code (LUC) to encourage additional construction of accessory dwelling units (ADUs)
<b>FISCAL IMPACT:</b>	N/A
<b>PRESENTER(S):</b>	Zacharia Levine, Community Development Director

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

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**STATED MOTION :**

Move to adopt the proposed ordinance approving the amendment to Section 3.3.2 of the Grand County Land Use Code (LUC) to encourage additional construction of accessory dwelling units (ADUs) and authorize the Chair to sign all associated documents.

**PLANNING COMMISSION RECOMMENDATION:**

Approval

**STAFF RECOMMENDATION:**

Approval

**BACKGROUND:**

The Grand County Planning Commission, with guidance from the Community Development Department, has identified several barriers to affordable housing in the LUC. Accessory Dwelling Units (ADUs) provide one solution to the housing affordability challenge. By encouraging infill development and efficient land use, regulations that accommodate ADUs reduce the burden of high land costs. ADUs can provide lower-cost rental options while reducing ownership costs. They can also inhibit sprawl development patterns that lead to increased traffic and infrastructure maintenance costs. The proposed amendments aim to preserve neighborhood integrity while facilitating more ADU construction. In a public hearing held April 13, 2016, the planning commission voted to forward a favorable recommendation of the referenced amendment, which aims to relax the regulations governing accessory dwelling units (ADUs) and encourage their use as an affordable housing solution.

**ATTACHMENT(S):**

1. Draft ordinance
2. Citizen Comments

**GRAND COUNTY, UTAH**  
**ORDINANCE \_\_\_\_\_ (2016)**

**APPROVING AMENDMENTS TO ACCESSORY DWELLING UNIT  
REGULATIONS**

**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 or LUC) on January 4, 1999 with Ordinance No. 299 and amended it 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 aims to provide safe, adequate, and attainable housing for its workforce and residents;

**WHEREAS**, accessory dwelling units (ADUs) provide the opportunity for efficient land use, infill development, lower overall construction costs, increased rental housing stock, and rental income for existing property owners;

**WHEREAS**, Grand County permitted the construction of ADUs through the adoption of Ordinance 495 on November 6, 2010;

**WHEREAS**, in a public hearing on April 13, 2016 the Grand County Planning Commission considered all evidence and testimony presented with respect to the subject application and forwarded a favorable recommendation to the Grand County Council, in light of the affordable housing needs of the Moab Area community;

**WHEREAS**, due notice was given that the Grand County Council would meet to hear and consider public input on the proposed amendment in a public hearing on May 3, 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 the LUC is amended by the repeal and re-enaction of Section 3.3.2B Accessory Dwelling Unit to read as follows:

3.3.2 Use-Specific Standards for Accessory Uses

B. Accessory Dwelling Unit (ADU)

The purpose of this section is to encourage accessory dwelling units (ADUs) as an affordable housing opportunity while protecting the neighborhood character and quality of life in residential zone districts. ADUs shall comply with the following standards:

1. Area, Setback, and Size Restrictions

- a. An ADU may be permitted as an accessory use to an otherwise allowed residential dwelling unit that is the principal use on a lot or parcel of at least 5,000 square feet. Only one accessory dwelling unit shall be permitted per lot / parcel of record.
- b. ADUs shall meet setback and building height requirements applicable to the principal structure in the underlying zone district.
- c. The maximum square footage of the ADU shall not exceed one thousand (1,000) square feet.

2. Site Plan and Design Requirements

- a. A site plan shall be required prior to issuance of a building permit. The site plan shall be drawn to scale and clearly show the location and dimensions of existing and proposed structures (including such items as building elevation, color, and materials), setbacks, parking, easements, and driveways.
- b. An ADU shall be a permanent structure that meets the currently adopted standards of the International Residential Code (IRC). No travel trailer, boat, or similar recreational vehicle shall be used as an accessory dwelling unit.
- c. ADUs shall be designed to preserve or compliment the architectural design, style, and appearance of the primary single-family dwelling unit. Specifically, whether attached or detached, the roof pitch, siding materials, color, and window treatment of the ADU shall be the same as, similar to, or an improvement to, the appearance of the primary dwelling unit.
- d. If a separate external entrance for the ADU is necessary it shall be screened from view of the street, and where possible, shall be located on the internal side or rear of the structure.

3. Occupancy Requirements

- a. ADUs shall not be condominiumized or sold separately.
- b. Where an ADU exists, neither the primary nor the secondary dwelling unit shall be occupied for periods of less than 30 consecutive days. A restricted use covenant shall be signed and recorded by the owner prior to issuance of a building permit for the accessory dwelling unit.

**PASSED, ADOPTED, AND APPROVED** by the Grand County Council in open session this 17th day of May 2016 by the following vote:

*Those voting aye:* \_\_\_\_\_

*Those voting nay:* \_\_\_\_\_

*Those absent:* \_\_\_\_\_

**ATTEST:**

**Grand County Council**

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Diana Carroll, Clerk/Auditor

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Elizabeth Tubbs, Chair

DRAFT

To whom it may concern

I would like to lend my support for the following changes to Grand county zoning.

1. Reducing the minimum lot size permitted to accommodate an ADU from 9,000 sq. ft. to 5,000 sq. ft.
2. Increasing the maximum size of an ADU from 800 sq. to 1000 sq. ft.
3. Removing the requirement that the property owner must reside in either the primary or secondary dwelling unit.
4. Changing the maximum height of an ADU from 28 ft. to the maximum height of the underlying zone district.

I believe these changes will go a long way to help solve our housing shortage. As a landlord in Moab I can attest to the shortage of housing that our valley needs. As I firefighter I feel this code change is needed to help prevent occupancy overload of existing dwellings. These changes put the power to solve our housing situation in the hands of the residents and landowners of grand county.

Sincerely,

Mathew Niesen  
11 year Grand county resident

Grand County Council

April 27, 2016

RE: Proposed Changes to Accessory Dwelling Unit Code 3.3.2 Use-Specific Standards for Accessory Uses B. Accessory Dwelling Unit (ADU)

To the Members of the Grand County Council,

In regards to the proposed changes to the Accessory Dwelling Unit, Code 3.3.2, etc., I would respectfully request your brief consideration of my comments. My husband and I own a home at 1936 Desert Hills Drive, with a parcel size of 1.25 acres. We are long supporters of ADU's, and hope to build a modest ADU on our property within the next 3-8 years if possible. I have three specific concerns with the proposed changes that I am appreciative of the chance to share with you:

1. Increase in size to 1,000 Square Feet. I believe this increase, while seemingly small, transforms the nature of the ADU from a secondary rental housing unit into essentially, two houses on each lot. I have long understood the concept of an Accessory Dwelling Unit to be of the nature of an apartment over the garage, a small detached home or studio, etc. Allowing a full-sized house drastically changes the concept from an ADU, to simply allowing two homes on any lot over the minimum square footage allowed.
2. I believe it is important that the requirements of dedicated off-street parking for the Accessory Dwelling Unit be clearly spelled out within the language of the Code. This concern is raised in specific response to the proposed changes regarding the increase in size (800 SF/2-3 people with cars, to 1,000 SF/4-6 or more people with cars), and removal of the property owner's "eyes on the ground" who might otherwise be assumed to help maintain off-street parking behaviors.
3. Removal of the requirement for the property owner to live in one of the two units. I truly respect and support efforts to increase our options for quality long-term housing in Moab. In this instance, however, I believe this would be an unfortunate change. It removes the incentive for current residents to improve their property and help be part of the solution. Rather, it encourages out-of-town buyers to purchase properties, construct ADU's, and in many instances rent them out for the required 30 day minimums only. If they are truly long-term rentals for our workforce, this would be a wonderful thing! However, with the ever-increasing obsession with tapping into Moab's short-term rental market that we see on a daily basis, I am highly alarmed about the ability of a non-resident to construct extra rental units on just about any property in the County. Renting properties on a 30 day basis is certainly not uncommon, and would only be allowed to increase through this change. I think working to incentivize somehow current residents' ability to construct ADU's would be an excellent alternative approach to the removal of this requirement.

I thank you very much for your time, and am grateful for the chance to share my comments with you for your consideration.

Respectfully,



Jennifer Hancewicz  
1936 Desert Hills Drive

## **Bryony Chamberlain**

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**From:** Robyn Reid <robynjreid@gmail.com>  
**Sent:** Monday, May 09, 2016 2:23 PM  
**To:** Council  
**Subject:** Proposed changes for accessory dwelling units (ADUs)

To whom it may concern :

I would like to lend my support for the proposed changes for accessory dwelling units (ADUs) as defined by the Grand county Land use code. These include:

1. Reducing the minimum lot size permitted to accommodate an ADU from 9,000 sq. ft. to 5,000 sq. ft.
2. Increasing the maximum size of an ADU from 800 sq. to 1000 sq. ft.
3. Removing the requirement that the property owner must reside in either the primary or secondary dwelling unit.
4. Changing the maximum height of an ADU from 28 ft. to the maximum height of the underlying zone district.

I believe these changes will definitely help Moab's current housing shortage.

Sincerely,

Robert J. Reid  
Grand County Property Owner

E-mail: [robynjreid@gmail.com](mailto:robynjreid@gmail.com)

**AGENDA SUMMARY  
GRAND COUNTY COUNCIL MEETING  
May 17, 2016**

Agenda Item: M

<b>TITLE:</b>	Adopting a proposed ordinance to amend Section 4.4.10 of the Grand County Land Use Code (LUC) to remove open space requirements for a Planned Unit Developments (PUD).
<b>FISCAL IMPACT:</b>	N/A
<b>PRESENTER(S):</b>	Zacharia Levine, Community Development Director

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

**FOR OFFICE USE ONLY:**

**Attorney Review:**  
  
N/A

**STATED MOTION :**

Move to adopt the proposed ordinance approving the amendment to Section 4.4.10 of the Grand County Land Use Code (LUC) to remove open space requirements for a Planned Unit Developments (PUD) and authorize the Chair to sign all associated documents.

**PLANNING COMMISSION RECOMMENDATION:**

Approval

**STAFF RECOMMENDATION:**

Approval

**BACKGROUND:**

The Grand County Planning Commission, with guidance from the Community Development Department, has identified several barriers to affordable housing in the LUC. The Planned Unit Development (-PUD) "overlay district" permits variation from standard lot configuration patterns in order to reduce disturbance of sensitive lands, promote land use compatibility, open space, affordable housing, and facilitate creative site planning. Since the adoption of the -PUD overlay district ordinance, several developers have utilized it to create more flexible, unique, and efficient subdivisions. However, staff has also found that the open space requirements have failed to produce any meaningful, functional, or aesthetically pleasing open space areas. In most instances, the required open spaces have turned into weed fields. More importantly, the open space requirements have inhibited the use of affordable housing density bonuses, which are also included in the -PUD ordinance, because the open space dedications counteract the increased land use efficiency associated with increased density. By removing the open space requirement, it is likely that more developers will utilize the -PUD overlay district and associated affordable housing bonus densities. In a public hearing held April 13, 2016, the planning commission voted to forward a favorable recommendation of the referenced amendment, which removes the open space requirement associated with -PUDs. \*The amended -PUD ordinance still provides for planning commission discretion in granting bonus density to developers voluntarily providing

more than 20% open space.

\*Planning commission and staff feel strongly that Grand County should create a parks and trails plan, funded through impact fees and other sources, in order to ensure residents have good access to parks, open spaces, and active transportation infrastructure.

\*Staff also recommends a close review and possible modification (increase) to the affordable housing density bonuses to further encourage the development of affordable housing.

**ATTACHMENT(S):**

1. Draft ordinance

**GRAND COUNTY, UTAH**  
**ORDINANCE \_\_\_\_\_ (2016)**

**REMOVING OPEN SPACE REQUIREMENTS FROM SECTION 4.4  
PLANNED UNIT DEVELOPMENT (-PUD)**

**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 or LUC) on January 4, 1999 with Ordinance No. 299 and amended it 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 aims to provide safe, adequate, and attainable housing for its workforce and residents;

**WHEREAS**, Planned Unit Developments (PUDs) provide the opportunity for flexible subdivision design standards, efficient land use, lower overall infrastructure construction and maintenance costs, and affordable housing density bonuses;

**WHEREAS**, in a public hearing on April 13, 2016 the Grand County Planning Commission considered all evidence and testimony presented with respect to the subject application and forwarded a favorable recommendation to the Grand County Council, in light of the affordable housing needs of the Moab Area community;

**WHEREAS**, due notice was given that the Grand County Council would meet to hear and consider public input on the proposed amendment in a public hearing on May 3, 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 the LUC is amended by the repeal of Section 4.4.10 Minimum Open Space and Common Area corresponding renumbering of remaining sections.

**NOW, THEREFORE, BE IT FURTHER ORDAINED** by the County Council that the LUC is amended by the repeal of Section 4.4.10 Minimum Open Space and Common Area, amendment of Section 4.4.11 Open Space, Density Bonus Incentives, and corresponding renumbering of remaining sections.

**4.4.11 Open Space, Density Bonus Incentives**

A density bonus of up to 20 percent may be approved at the discretion of Planning Commission for projects providing 20 percent or more open space.

Beneficial open space eligible for the density bonus shall provide the following:

A. Open space that promotes the preservation of productive agricultural land (see Section 10.2).

B. Open space that promotes access to public lands, connections to existing or planned trails, and riparian and historic trail corridors. Such open space shall be freely accessible to the general public, and clearly identified by on-site signage. Trails shall be constructed in accordance with Section 7.4 and maintained by the mandatory homeowners association in accordance with Section 9.6.

**PASSED, ADOPTED, AND APPROVED** by the Grand County Council in open session this 17<sup>th</sup> day of May 2016 by the following vote:

*Those voting aye:* \_\_\_\_\_

*Those voting nay:* \_\_\_\_\_

*Those absent:* \_\_\_\_\_

**ATTEST:**

**Grand County Council**

\_\_\_\_\_  
Diana Carroll, Clerk/Auditor

\_\_\_\_\_  
Elizabeth Tubbs, Chair

**AGENDA SUMMARY  
GRAND COUNTY COUNCIL MEETING  
May 17, 2016**

Agenda Item: N

<b>TITLE:</b>	Adopting a proposed ordinance to amend Section 6.14 of the Grand County Land Use Code (LUC) to incorporate a definition of affordable housing
<b>FISCAL IMPACT:</b>	N/A
<b>PRESENTER(S):</b>	Zacharia Levine, Community Development Director

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

**FOR OFFICE USE ONLY:**

**Attorney Review:**  
  
N/A

**STATED MOTION :**

Move to adopt the proposed ordinance approving the amendment to Section 6.14 of the Grand County Land Use Code (LUC) to incorporate a definition of affordable housing, including the amendment suggested by Ben Riley, director of the Housing Authority of Southeastern Utah and authorize the Chair to sign all associated documents.

**PLANNING COMMISSION RECOMMENDATION:**

Approval

**STAFF RECOMMENDATION:**

Approval with amendments discussed

**BACKGROUND:**

The Grand County Planning Commission, with guidance from the Community Development Department, has identified several barriers to affordable housing in the LUC. A shared understanding and agreed upon definition of affordable housing is central to all future code changes and program implementation. In a public hearing held April 13, 2016, the planning commission voted to forward a favorable recommendation of the referenced amendment, which aims to provide such a definition.

**ATTACHMENT(S):**

1. Draft ordinance
2. Citizen Comment
3. (Redline) Section 6.14 Affordable Housing
4. Affordable Definition worksheet

**GRAND COUNTY, UTAH**  
**ORDINANCE \_\_\_\_\_ (2016)**

**APPROVING AMENDMENTS TO SECTION 6.14 AFFORDABLE  
HOUSING**

**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 or LUC) on January 4, 1999 with Ordinance No. 299 and amended it 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 aims to provide safe, adequate, and attainable housing for its workforce and residents;

**WHEREAS**, the County Council adopted the Grand County and Moab City Housing Study and Affordable Housing Plan by Resolution No. 2908 on November 4, 2009 as an amendment to the General Plan;

**WHEREAS**, affordable housing appears in several places throughout the LUC but is not clearly defined;

**WHEREAS**, in a public hearing on April 13, 2016 the Grand County Planning Commission considered all evidence and testimony presented with respect to the subject application and forwarded a favorable recommendation to the Grand County Council, in light of the affordable housing needs of the Moab Area community;

**WHEREAS**, due notice was given that the Grand County Council would meet to hear and consider public input on the proposed amendment in a public hearing on May 3, 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 the LUC is amended by the repeal and re-enactment of Section 6.14 Affordable Housing to read as follows:

6.14 Affordable Housing

Housing is considered to be affordable when 30 percent (30%) or less of total household income is spent on all housing costs, including mortgage or rent, taxes, insurance, utilities, and HOA fees where applicable. In some developments, it may be practical to limit all housing costs to less than 40 percent (40%) of total household income. Housing may also be considered affordable when a household's residual income – what is left over after

paying all housings costs – can cover essential non-housing expenditures, including food, clothing, transportation, healthcare, and others.

All development approved for affordable housing purposes shall comply with the following standards:

A. Occupancy of such units shall be restricted to a minimum of 30 days.

B. Such units shall be deed restricted as to use and occupancy, based on criteria to be defined by the County Council and as amended from time to time. At a minimum, such use and occupancy restriction shall limit occupancy to persons who are employed within the boundaries of Grand County or, if retired, were previously employed in the County for at least 3 years; earn or earned (applicable only to retired persons) at least 80 percent of their household income from employment within Grand County during those three years; and occupy the unit as their primary residence.

C. The County Council may impose additional restrictions, such as limitations on income relative to median family income (MFI) for Grand County as determined by the Department of Housing and Urban Development (HUD), Area Median Income (AMI) as defined by the Census, or Median Wage as defined by the Utah Department of Workforce Services, and household net worth as necessary to achieve the purposes of this district.

D. The County Council, or its designee, shall approve or otherwise qualify all occupants prior to any employee unit sales, rental or occupancy.

E. The County Council, or its designee, shall approve the deed restriction prior to any unit sales, rental or occupancy.

**Commentary:**  
Real estate markets change over time, and the Grand County Council shall periodically modify the contents of Section 6.14 in accordance with updates to the Grand County Affordable Housing Plan.

**PASSED, ADOPTED, AND APPROVED** by the Grand County Council in open session this 17<sup>th</sup> day of May 2016 by the following vote:

*Those voting aye:* \_\_\_\_\_

*Those voting nay:* \_\_\_\_\_

*Those absent:* \_\_\_\_\_

**ATTEST:**

**Grand County Council**

\_\_\_\_\_  
Diana Carroll, Clerk/Auditor

\_\_\_\_\_  
Elizabeth Tubbs, Chair

**From:** [KaLeigh Welch](#)  
**To:** [Chris Baird](#); [Elizabeth Tubbs](#); [Jaylyn Hawks](#); [Ken Ballantyne](#); [Lynn Jackson](#); [Mary McGann](#); [Rory Paxman](#)  
**Cc:** [Mary Hofhine](#); [Zacharia Levine](#); [Diana Carroll](#); [Ruth Dillon](#); [Bryony Chamberlain](#)  
**Subject:** FW: public hearing comment - affordable housing definition  
**Date:** Thursday, May 12, 2016 8:53:20 AM  
**Attachments:** [Affordable def worksheet.xlsx](#)

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Please see below and attached citizen comment from Benjamin Riley.

Thank you,

**KALEIGH WELCH**

OFFICE ASSISTANT | GRAND COUNTY COUNCIL  
125 E. CENTER STREET, MOAB, UT 84532  
O:(435) 259-1342  
F:(435) 259-2574

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**From:** Benjamin Riley [<mailto:benriley@frontier.com>]  
**Sent:** Tuesday, May 10, 2016 7:11 AM  
**To:** KaLeigh Welch  
**Cc:** Ruth Dillon  
**Subject:** public hearing comment - affordable housing definition

Kaleigh, will you please submit my public hearing comment to the County Council for the definition of affordable housing that I believe is still open for comment?

Please see below.

Thanks!

**Benjamin Riley**  
**Executive Director**  
**Housing Authority of Southeastern Utah**  
(435) 259-5891  
(435) 259-4938 (fax)  
(435) 260-2677 (cell)  
[www.hasuhomes.org](http://www.hasuhomes.org)

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**From:** Benjamin Riley [<mailto:benriley@frontier.com>]  
**Sent:** Monday, May 09, 2016 4:27 PM  
**To:**  
**Subject:** public hearing comment - affordable housing definition

Thank you for taking the time to address the many issues facing Grand County's affordable housing dilemma. I'd like to comment on the County's proposed amendment to incorporate a definition of affordable housing.

My comment is referring to the **30%** or less of total household income being spent on all housing costs... Housing costs that do not exceed 30% of total household income is the standard definition by HUD in determining what may be affordable to a renter or buyer. At the Housing Authority we go by this very same principle. However, the Housing Authority's definition is typically extended to not allow renters or buyers to not spend over 40% of their monthly income on housing related expenses. This, too, has become a standard in the affordable housing industry.

As the local affordable housing management and development agency HASU runs programs and is funded by many state and federal agencies. These successful affordable housing programs such as the Housing Choice Voucher, Mutual Self-Help, USDA 515 Loan Program and CROWN Rent-to-Own seek to avoid a housing cost burden, keeping housing costs below 40%. I've attached a spreadsheet that outlines various rental and single family home sales in Grand County developed as affordable housing. As you can see, most are between 30 and 40%.

30% of monthly household income is the standard for affordable housing. As you can see however, in practice, the goal is to keep housing costs under 40%. This is especially true in our rural county where the cost for construction and land are usually higher than the state average.

My advice is to not be held to a strict 30% standard moving forward. If the intention is to only provide guidance or not to strictly enforce the 30% standard moving forward then you make take my comments as a tool to better understand the affordable housing market and not a critique on the amendment. If the Council is adopting this measure to set a baseline for enforcing future affordable housing policy please take my comments into consideration when adopting this amendment.

Thank you,

**Benjamin Riley**  
**Executive Director**  
**Housing Authority of Southeastern Utah**  
(435) 259-5891  
(435) 259-4938 (fax)  
(435) 260-2677 (cell)  
[www.hasuhomes.org](http://www.hasuhomes.org)

## 6.14 Affordable Housing

Housing is considered to be affordable when thirty percent (30%) or less of total household income is spent on all housing costs, including mortgage or rent, taxes, insurance, utilities, and HOA fees where applicable. In some developments, it may be practical to limit all housing costs to less than 40 percent (40%) of total household income. Housing is also considered to be affordable when a household's residual income – what is left over after paying all housings costs – can cover essential non-housing expenditures, including food, clothing, transportation, healthcare, and others.

All development approved for affordable housing purposes shall comply with the following standards:

- A. Occupancy of such units shall be restricted to a minimum of 30 days.
- B. Such units shall be deed restricted as to use and occupancy, based on criteria to be defined by the County Council and as amended from time to time. At a minimum, such use and occupancy restriction shall limit occupancy to persons who are employed within the boundaries of Grand County or, if retired, were previously employed in the County for at least 3 years; earn or earned (applicable only to retired persons) at least 80 percent of their household income from employment within Grand County during those three years; and occupy the unit as their primary residence.
- C. The County Council may impose additional restrictions, such as limitations on income relative to ~~area~~ family income ~~(AMI) (MFI)~~ as determined by the Department of Housing and Urban Development (HUD), Area Median Income (AMI) as defined by the Census, or Median Wage as defined by the Utah Department of Workforce Services, and household net worth as necessary to achieve the purposes of this district. ~~For purposes of this section, such net worth shall not exceed 150 percent of Grand County's average household income.~~
- D. The County Council, or its designee, shall approve or otherwise qualify all occupants prior to any employee unit sales, rental or occupancy.
- E. The County Council, or its designee, shall approve the deed restriction prior to any unit sales, rental or occupancy.

### **Commentary:**

Real estate markets change over time, and the Grand County Council shall periodically modify the contents of Section 6.14 in accordance with updates to the Grand County Affordable Housing Plan.

	3 BR	Rent/Mort Amount	Utilities	Total Rent Expenses	Income at Qualification	Percentage of Income towards housing (monthly)
<b>Desert Wind (CROWN)</b>		\$610	\$210	\$820	\$34,281	<b>28.7%</b>
		\$610	\$210	\$820	\$27,566	<b>35.7%</b>
<b>Rim Hill (CROWN)</b>		\$525	\$223	\$748	\$26,267	<b>34.2%</b>
		\$452	\$191	\$643	\$21,200	<b>36.4%</b>
<b>MSH (Deer Trail)</b>		\$641	\$208	\$849	\$40,100	<b>25.4%</b>
		\$502	\$208	\$710	\$22,510	<b>37.8%</b>
		\$428	\$208	\$636	\$20,296	<b>37.6%</b>
<b>4 BR</b>						
<b>Rim Hill (CROWN)</b>		\$575	\$261	\$836	\$27,114	<b>37.0%</b>
		\$550	\$199	\$749	\$25,070	<b>35.9%</b>
<b>Desert Wind (CROWN)</b>		\$694	\$211	\$905	\$36,824	<b>29.5%</b>
		\$694	\$211	\$905	\$39,735	<b>27.3%</b>
<b>MSH (Various)</b>		\$762	\$220	\$982	\$39,585	<b>29.8%</b>
		\$626	\$220	\$846	\$26,371	<b>38.5%</b>
		\$670	\$220	\$890	\$34,944	<b>30.6%</b>
<b>Cinema Court</b>	1br	\$392	\$56	\$448	\$14,040	<b>38.3%</b>
	1br	\$392	\$56	\$448	\$18,425	<b>29.2%</b>
	2br	\$552	\$67	\$619	\$18,140	<b>40.9%</b>
	2br	\$552	\$67	\$619	\$23,560	<b>31.5%</b>
	3br	\$713	\$82	\$795	\$31,200	<b>30.6%</b>
	3br	\$713	\$82	\$795	\$27,040	<b>35.3%</b>

**AGENDA SUMMARY  
GRAND COUNTY COUNCIL MEETING  
May 17, 2016**

Agenda Item: O

<b>TITLE:</b>	Adopting a proposed ordinance to amend Article 9 of the Grand County Land Use Code (LUC) to improve and streamline the administration of land use applications
<b>FISCAL IMPACT:</b>	N/A
<b>PRESENTER(S):</b>	Zacharia Levine, Community Development Director

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

**FOR OFFICE USE ONLY:**  
**Attorney Review:**  
  
N/A

**STATED MOTION :**

Move to adopt proposed ordinance approving the amendment to Article 9 of the Grand County Land Use Code (LUC) to improve and streamline the administration of land use applications.

**PLANNING COMMISSION RECOMMENDATION:**

Approval

**STAFF RECOMMENDATION:**

Approval

**BACKGROUND:**

The Grand County Planning Commission, with guidance from the Community Development Department, has identified several barriers to affordable housing in the LUC. One such barrier to the development of all housing – market rate and affordable – is the development review process and associated timeline.

Planning commission and staff have identified several changes to Article 9 of the Grand County LUC to achieve the following objectives:

- Improve public noticing procedures
  - On-site posting requirements
- Decrease development review time
  - Removal of unnecessary public hearings and meetings from preliminary plat, final plat, and conditional use permit reviews
- Increase certainty and clarity in the development review process for landowners, developers, and builders
- Protect the County from making administrative land use decisions based on “public clamor”
  - “Public clamor,” as per the Utah Code, may only influence legislative decisions
- Free up county council and planning commission time to focus on larger scale planning efforts
- Remove outdated application submission requirements
  - Submittals of application plats can now be sent and distributed electronically, and reproduced in the office as

needed

- Comply with state code regarding subdivision warranty bonds
  - Reduction of guarantee period from two years to one year

In a public hearing held April 13, 2016, the planning commission voted to forward a favorable recommendation of the referenced amendment, which improves and streamlines the administration of land use applications in Grand County.

**ATTACHMENT(S):**

1. Draft ordinance
2. Article 9 Administration and Procedures
3. Citizen Comment

**GRAND COUNTY, UTAH**  
**ORDINANCE NO. \_\_\_\_\_, SERIES 2016**

**AMENDING ARTICLE 9 OF THE GRAND COUNTY LAND USE CODE**

**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 desires to amend Article 9 of the Land Use Code by clarifying the following; notice requirements, application submittal requirements, distribution of applications to referral agencies, and removing "spot zoning" consideration to conform to State Regulation;

**WHEREAS**, the Grand County Planning Commission considered this item in a public hearing on April 13, 2016, at which time the Planning Commission recommended approval;

**WHEREAS**, the County Council considered this item in a public hearing held on May 3, 2016; and

**WHEREAS**, the County Council has 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 ordinance 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 Land Use Code is hereby amended by the repeal and re-enactment of Article 9 Administration and Procedures, as shown on the attached Exhibit A: and

**PASSED, ADOPTED, AND APPROVED** by the Grand County Council in open session this 17<sup>th</sup> day of May 2016 by the following vote:

*Those voting aye:* \_\_\_\_\_

*Those voting nay:* \_\_\_\_\_

*Absent:* \_\_\_\_\_

**ATTEST:**

**Grand County Council**

\_\_\_\_\_  
Diana Carroll, Clerk/Auditor

\_\_\_\_\_  
Elizabeth Tubbs, Chairman

## Article 9 Administration and Procedures

### Section 9.1 Common Procedure

#### 9.1.1 Conformity with Land Use Code

Every official and employee of Grand County vested with the duty or authority to issue a permit or certificate shall not issue a permit or certificate for any use, building, or purpose that conflicts with any provision of this LUC. Any permit, approval, or certificate issued in conflict with the provisions of this LUC shall be null and void.

#### 9.1.2 Preapplication Conference

Prior to the submission of an application required by this LUC, a preapplication conference with the Zoning Administrator may be required as follows.

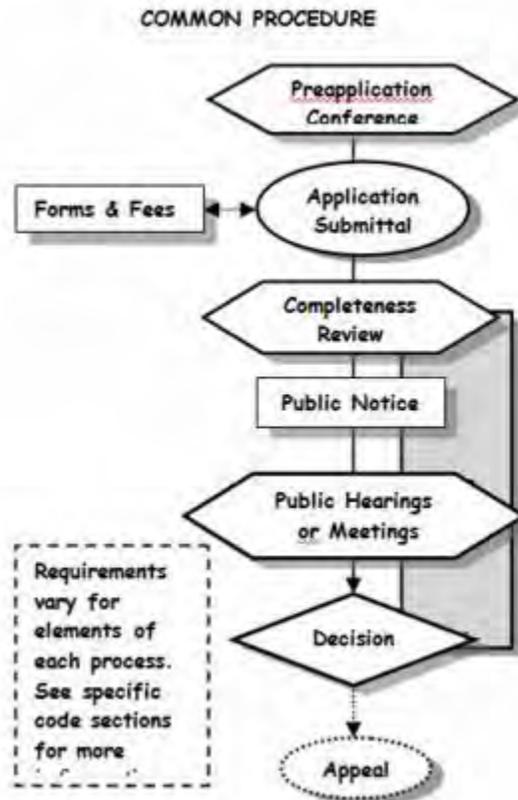
##### A. Preapplication Mandatory Conference

A mandatory Preapplication Conference with the Zoning Administrator to discuss procedures, standards, or regulations shall be required for:

1. **Subdivision Sketch Plan;**
2. **Preliminary Plat;**
3. **Minor Subdivision Plat;**
4. **Recreational Subdivision; and**
5. **Conditional Use Permits;**

##### B. Optional Conference

A preapplication conference is recommended for all other applications. Applicants are encouraged to attend an optional preapplication conference with the Zoning Administrator prior to submitting any application. (The preapplication conference provisions of this section do not apply where the application or action is initiated by the County Council or Commission.)



#### 9.1.3 Minimum Submission Requirements

The following regulations shall apply to all applications.

##### A. Property Owner Endorsement

All applications shall include the name and signature of the current property owner of all property within the boundaries.

**B. Preliminary Title Report**

All applications required under this LUC shall include a preliminary title report from a licensed title company or attorney listing the name of the property owner(s) and all liens, easements and judgments of record affecting the subject property.

**C. Forms and Content**

Applications required under this LUC shall be submitted on forms, with any requested information and attachments and in such numbers as required by the Zoning Administrator. The Zoning Administrator shall have the authority to request any pertinent information required to ensure compliance with this LUC. Likewise, the Zoning Administrator may waive any submittal requirements deemed irrelevant in a given application.

**D. Electronic Submission**

Plats shall be prepared and submitted in digital format acceptable to the Zoning Administrator and compatible with the County's geographic information system. Plats shall be submitted in the latest version of AutoCAD, or other format compatible with the County GIS as may be specified by the Zoning Administrator (currently preferred in State Plane Coordinates - Utah Central Zone or the Valley Coordinate System) with all measurements stated in feet.

**E. Fees**

1. Filing fees shall be established periodically by resolution of the County Council commensurate with the level of service. Such fees may include all costs occasioned to the County, including publication of notices, public hearing, and review costs, planning and engineering, legal, and other professional review and inspection costs.
2. All required fees shall be made payable to "Grand County."
3. All required fees shall be non-refundable.

**F. Vicinity Map**

A vicinity map [which may be a USGS one inch equals 2000 feet scale] shall locate the property relative to surrounding areas.

**9.1.4 Application**

All applications shall be completed and submitted to the Zoning Administrator at least 30 days prior to any desired agenda date. An application shall not be considered as officially submitted until it has been found to be complete in accordance with Section 9.1.6.

**9.1.5 Summary of Land Use Authority**

Land use authority for the respective land use review procedures is described below

SUMMARY OF LAND USE AUTHORITY		
Application Type	Land Use Authority	Reference
Interpretations of Text and Zoning Map	Zoning Administrator	Section 9.2.8
Zoning Map	County Council	Section 9.2

(Rezoning) and Text Amendments		
Sketch Plan	Planning Commission	Section 9.3
Preliminary Plat	Planning Commission	Section 9.4
Final Plat	County Council	Section 9.5
Minor Record Surveys	Zoning Administrator	Section 9.7
Recreational Subdivisions	County Council	Section 9.8
Replats and Exemption Plats	County Council	Section 9.9
Lot Line Adjustments	Zoning Administrator	Section 9.10
Conditional Use Permits	County Council	Section 9.11
Appeals of Administrative Decisions	Hearing Officer	Section 9.13
Variances	Hearing Officer	Section 9.14
Variances (in conjunction with Subdivision Review)	County Council	Section 9.14
Sign Permits	Zoning Administrator	Section 9.15
Temporary Use Permits	Zoning Administrator	Section 9.16
Site Plan Reviews	Zoning Administrator	Section 9.17
Zoning Development Permits	Zoning Administrator	Section 9.18
Building Permits	Building Official	--
Certificates of Occupancy	Building Official	Section 9.19

**9.1.6 Certification of Completeness**

An application shall be considered submitted only after the Zoning Administrator certifies that it is complete, provided in the required form, includes all mandatory information and exhibits, and is accompanied by the applicable fee. A determination of application completeness shall be made by the official responsible for accepting the application within 5 working days of application filing. If an application is determined to be incomplete, the Zoning Administrator shall contact the applicant to explain the application's deficiencies. No further processing of the application shall occur until the deficiencies are corrected. If the deficiencies are not corrected by the applicant within 15 days, the application shall be considered withdrawn.

**9.1.7 Vested Development Rights**

Complete applications shall be considered complete when the requirements in place at the time have been met and certified by the Zoning Administrator. However, such application shall be subject to pending amendments to the LUC that are initiated prior to such certification.

**9.1.8 Required Public Notices**

**A. Summary of Notice Requirements**

Notice shall be required for development review as shown in the table below.

<b>Application Type</b>	<b>Published</b>	<b>Posted</b>
Appeals of Administrative Decisions	X	
Conditional Use Permits	X	X
Replats	X	X
Text Amendments	X	
Zoning Map Amendments (Rezoning)	X	X
Variances	X	X

**B. Notice Requirements**

All required public notices shall be accomplished in accordance with the following requirements:

**1. Publication**

The County shall cause notice of the public hearing to be given by publication in a newspaper of general circulation (with distribution of the notice to all other local news media without any requirement for publication) in Grand County not less than 10 calendar days prior to the hearing for the purpose of notifying the public of the time and place of such public hearing;

**2. Mailing**

As an alternative or complement to the above publication requirements, staff may mail notice of the public hearing not less than 10 days prior to the hearing to the recorded owner of each parcel within 500 feet in all directions of the property that is the subject of a land use application.

**3. Posting**

**a.** The Applicant shall post a sign, provided by the County, noticing the public hearing in a prominent and visible place within five (5) feet of each property line with street frontage on the land area proposed for a rezoning, subdivision amendments, or conditional use with a notice of the hearing at least 10 days prior to the hearing.

b. The County shall post notice on the official County and State public meeting notice websites.

**C. Content of Notice**

All published, posted, or mailed notices shall at a minimum state the time and place of such hearing and the nature of the subject to be considered, and the name, address, and phone number of the Applicant.

**9.1.9 Required Public Hearings**

The following table summarizes the types of applications requiring public hearings and the review body responsible for conducting the hearing.

<b>REQUIRED PUBLIC HEARINGS</b>			
<b>Application Type</b>	<b>Hearing Officer</b>	<b>Planning and Zoning Commission</b>	<b>County Council</b>
Appeals of Administrative Decisions	X		
Conditional Use Permits			X
Preliminary Plats			
Zoning Map (Rezoning) and Text Amendments		X	X
Variances	X		
Variances in conjunction with Subdivision Approval			X

**9.1.10 Required Applicant Notices**

**A. Notice of Meetings and Hearings**

1. The County shall provide written notice to each land use applicant of the date, time and place of each public meeting and public hearing at which the applicant's application is to be considered.

2. All affected entities, including but not limited too; school districts, utilities, special districts, UDOT, and the AOG state planning coordinator shall be notified when considering the general plan or amendments to the general plan or multi-unit residential, commercial, industrial or subdivision approvals.

**B. Notice of Decision**

The Zoning Administrator shall provide a copy of the decision to the applicant by mail within 10 days of the final decision on each land use application.

### **9.1.11 Required Municipal Notice of Urban Development**

Proposed residential development with more than 15 dwelling units and an average density greater than one residential unit per acre, or any proposed commercial development with a cost projection of greater than \$750,000, that is in the municipality's proposed annexation area is subject to municipal review according to the requirements of this section:

- A.** The County shall provide written notice to the municipality of the proposed development; and
- B.** Within 90 days after the County's written notice of the proposed development, the municipality shall either:
  - 1.** Consent in writing to the development; or
  - 2.** Submit a written objection to the County's approval of the proposed development.
- C.** Where the municipality chooses to submit a written objection, within a reasonable time after receiving said objection, the County shall respond in writing to the municipality's objections and make a diligent attempt to reasonably reconcile said objections.

### **9.1.12 Simultaneous Processing of Applications**

Whenever 2 or more forms of review and approval are required under this LUC, the applications for those development approvals may be processed simultaneously at the Zoning Administrator's option and with the approval of the applicant. The simultaneous processing of applications shall be at the applicant's risk.

## **Section 9.2 Text and Zoning Map Amendments (Rezoning)**

### **9.2.1 General**

Text and Zoning Map Amendments are discretionary legislative decisions. This is true even when a proposed map amendment otherwise conforms to the applicable requirements of this code

### **9.2.2 Initiation of text amendment**

Any person having a proprietary interest in any property may submit an application to the County Council for a change or amendment to the provisions of this LUC, or the Planning Commission may on its own motion or on request from the County Council, institute study and proposal for changes and amendments in the public interest.

### **9.2.3 Application for Zoning Map Amendment**

Any person having a proprietary interest in any property within Grand County, Utah, requesting a change or amendment to the zoning classification of such property shall submit an application for such change or amendment with the Zoning Administrator. The application shall be submitted at least 30 days prior to any desired agenda date and, at a minimum, shall include the following information:

- A.** The name, address, and telephone number of the Applicant shall be provided;
- B.** The application shall clearly state the requested change or amendment and describe the property to be affected by such request by metes and bounds or by other legal description;
- C.** The application shall be accompanied by a preliminary title report from a licensed title company or attorney listing the name of the property owner(s) and all liens, easements and judgments of record that affect the title to the subject property;

- D. A statement from the County Treasurer showing the status of all current taxes due on said parcel;
- E. Certified boundary survey of land area to be rezoned, along with an indication of the existing zoning, predominant existing uses, and existing zoning designations within 100 feet in all directions of the boundary of the land area to be rezoned;
- F. A list of surrounding property owners and their legal mailing addresses within 100 feet of the exterior boundary of the parcel proposed to be zoned or rezoned;
- G. A statement by the Applicant explaining the rationale for the rezoning request relative to the issues for consideration imposed by Section 9.2.7, below; and
- H. A filing fee shall be submitted to cover the cost of review and processing with every application in accordance with the fee schedule adopted by resolution of the County Council.

#### **9.2.4 Review by Planning Commission**

Before taking action on any proposed amendment, supplement or change, the County Council shall submit the same to the Planning Commission for its recommendation and report.

##### **A. Public Hearing Required**

The Planning Commission shall hold a public hearing on any proposed amendment permit prior to making its recommendation to the County Council.

##### **B. Public Notification**

Public notice shall be made in accordance with the requirements of Section 9.1.8, Required Public notices.

##### **C. Notice of Decision**

The Zoning Administrator shall provide a copy of the decision to the applicant by mail within 10 days of the Commission's decision.

#### **9.2.5 Action by County Council**

The County Council shall act on the zoning map or text amendment in a public hearing within 30 days after the recommendation and report of the Planning Commission.

##### **A. Public Hearing Required**

The County Council shall hold a public hearing on any application for amendment or change prior to making its decision. If County Council approves the ordinance amendment on first reading in a public hearing, a second reading shall be held by the County Council before adopting any proposed amendment, supplement or change. Following the second reading, such amendments shall become effective upon the favorable vote of a majority of the quorum of the County Council present and voting.

##### **B. Public Notification**

Public notice shall be made in accordance with the requirements of Section 9.1.8, Required Public notices.

##### **C. Exception**

When the zoning district map in any way is to be changed or amended incidental to, or as a part of a general revision of this LUC, whether such revision be made by repeal of the existing zoning and/or land use regulations and enactment of a new zoning and/or land use regulations, or otherwise, posting of notice on the land area proposed for rezoning shall not be required.

#### **9.2.6 Notification Requirements for Text Amendment**

When any such amendment relates to a change of a regulation or to the text of this LUC not affecting specific property, the County shall cause notice of the public hearing of the County Council to be given in a newspaper of general circulation in Grand County. Such notice shall state the time and place of such hearing and the nature of the subject to be considered, which time shall not be earlier than 10 days from the date of publication.

#### **9.2.7 Issues for Consideration**

In making its determination, the Planning Commission and the County Council shall consider the recommendation of the Planning Commission, staff reports, and the written and oral testimony presented, and the following criteria:

- A. Was the existing zone for the property adopted in error?
- B. 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.)?
- C. Is there a need for the proposed use(s) within the area or community?
- D. Will there be benefits derived by the community or area by granting the proposed rezoning?
- E. Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically the Plan's zoning map amendment guidelines (see pages 44-48 of the Grand County General Plan)?
- F. Should the development be annexed to a city?
- G. Is the proposed density and intensity of use permitted in the proposed zoning district?
- H. Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts?
- I. 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?
- J. 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?
- K. Does the proposed change constitute "spot zoning"?

#### **9.2.8 Interpretations of Text and Zoning Map**

##### **A. Authority**

The Zoning Administrator shall have the authority to make all interpretations of the text of this LUC, and the boundaries of the Official Zoning Map.

## **B. Requests for Interpretation**

An interpretation may be requested by any affected person, any resident or real property owner in Grand County, or any person having a contractual interest in real property in Grand County.

## **C. Procedures**

### **1. Submission of Request for Interpretation**

Before an interpretation shall be provided by the Zoning Administrator, a request for Interpretation shall be submitted to the Zoning Administrator in a form established by the Zoning Administrator.

### **2. Determination of Completeness**

Within a reasonable amount of time after a request for Interpretation has been received, the Zoning Administrator shall determine whether the request is complete. If the Zoning Administrator determines the request is not complete, he shall serve written notice on the Applicant specifying the deficiencies. The Zoning Administrator shall take no further action on the request for Interpretation until the deficiencies are remedied.

### **3. Rendering of Interpretation**

After the Request for Interpretation has been determined complete, the Zoning Administrator shall render an interpretation within a reasonable amount of time. The Zoning Administrator may consult with the County Administrator and the County Attorney, review this LUC and the Official Zoning Map, whichever is applicable, before rendering an interpretation.

### **4. Form**

The interpretation shall be in writing and shall be sent to the Applicant by certified mail.

### **5. Official Record**

The Zoning Administrator shall maintain an official record of all interpretations in the County Hall, which shall be available for public inspection during normal business hours.

### **6. Appeal**

Any person who has made a request for Interpretation may appeal interpretation of the Zoning Administrator to the County Council by filing an application within 30 days of the Zoning Administrator's decision. The date of the decision shall be the postmark date of the certified mail notifying the Applicant of the interpretation. The application shall be considered by the County Council within 30 days of its filing, and the interpretation of the Zoning Administrator affirmed or modified.

## **Section 9.3 Subdivision Sketch Plan**

### **9.3.1 Preapplication Conference**

Prior to the filing of a subdivision sketch plan, the subdivider shall meet with the Zoning Administrator or his or her designated agent to acquaint himself or herself with the

requirements of the County and the relationship of the proposed subdivision to the General Plan. As such meeting, the application contents, referral agencies, review procedures, density standards, use and area standards, street requirements, utility service and the general character of the development may be discussed. At the preapplication conference, the subdivider may be represented by a land planner, engineer or surveyor.

### **9.3.2 Submittal Requirements**

The subdivision sketch plan shall include conceptual plans for the entire parcel on two (2) 18 X 24 plats, two (2) 11 X 17 copies, and in an electronic file ready for printing. Such plan shall be accompanied by or show the following information:

- A.** A preliminary title report from a licensed title company or attorney listing the name of the property owner(s) and all liens, easements and judgments of record affecting the property.
- B.** Conceptual drawing
- C.** A conceptual drawing of the lot and street layout drawn at a scale of not less than 1 inch = 200 feet and including the following:
  - D.** Proposed number of lots and the approximate area of the individual lots;
  - E.** Topographic contours at 5 foot intervals and all easements or rights-of-way necessary for drainage within or without the boundaries of the subdivision;
  - F.** Significant natural features of the site including streams, lakes, natural drainage lines, vegetation type, and other similar features;
  - G.** Man-made features such as existing buildings, irrigation ditches, utility lines and easements, bridges, culverts, drainage systems, mines or mine dumps;
  - H.** Zone district boundaries;
  - I.** General land use divisions into residential types, commercial, industrial, community facilities, and open space including proposed boundaries of public use or common areas; parking area, total number of dwelling units and total square footage of non-residential space;
  - J.** Type and layout of water supply and sewage treatment system proposed;
  - K.** Acreage of the entire tract and the area to the nearest one-half acres and percent of total area to be devoted to open space;
  - L.** The name and location of a portion of adjoining subdivisions shall be drawn to the same scale and shown in dotted lines adjacent to the tract proposed for subdivisions in sufficient detail to show actually the existing streets and alleys and other features that may influence the layout and development of the proposed subdivisions; where adjacent land is not subdivided, the name of the owner of the adjacent tract shall be shown;
  - M.** A vicinity-topography map (which may be a USGS one (1) inch equals 2000 feet scale) shall locate the property relative to surrounding areas; and
  - N.** A filing fee shall be submitted to cover the cost of review and processing with every subdivision sketch plan in accordance with the fee schedule adopted by resolution of the County Council.

### **9.3.3 Application Review Procedures**

#### **A. Date of Filing**

a. All submittal requirements shall be submitted to the Zoning Administrator 30 days prior to the Planning Commission meeting at which consideration is desired. The Subdivision Sketch Plan shall be considered officially filed after application review fees which are established by resolution of the County Council have been paid and after it is examined and found to be in compliance with the general provisions of these regulations by the Zoning Administrator.

#### **B. Distribution of Subdivision Sketch Plans**

The Zoning Administrator shall distribute the Subdivision Sketch Plans immediately upon receipt to appropriate referral agencies which may include the following:

1. Zoning Administrator;
2. Grand County Engineer;
3. Grand Water and Sewer Service Agency; 4. Moab Fire Protection District;
5. Grand County Administrator;
6. Grand County Recorder;
7. Grand County Road Superintendent; and
8. Additional copies shall be provided to the Planning Commission prior to the Commission meeting at which the Subdivision Sketch Plan is considered.

#### **C. Comments; Written Report**

Prior to the meeting of the Planning Commission at which the plat is to be considered, each agency listed above shall submit their written recommendations concerning the plat in question to the Zoning Administrator. The recommendations shall be given to the Planning Commission with the plat for their consideration. A written report shall be prepared by the Zoning Administrator and submitted to the Planning Commission at the next regular meeting. Such report should include comments relative to the proposed subdivision's compliance to these regulations, the General Plan or other master plans such as utility plans. The report may include comments from other County departments, county, or state agencies concerned with urban development.

#### **D. Review by Commission**

##### **1. Action by Commission**

Following review of the Subdivision Sketch Plan and other materials submitted for conformity thereof to these regulations, and negotiations with the subdivider on changes deemed advisable and the kind and extent of improvements to be made by the subdivider, the Planning Commission shall act on the Subdivision Sketch Plan in a regular meeting within 30 days after the official filing date or within a reasonable time thereafter. If approved, the Planning Commission shall express its approval as conditional approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons therefore.

##### **2. Items for Consideration by Commission**

The Planning Commission shall, in its action on the Subdivision Sketch Plan, consider the physical arrangement of the subdivision, and determine the adequacy of street rights of way and alignment, the street standards of Grand County, the existing street pattern in the area and with all applicable provisions of the General Plan. The Planning Commission shall also ascertain that adequate easements for proposed or future utility service and surface drainage are provided, and that the lot size and area are adequate to comply with the minimum requirements for the underlying zone district and for the type of sanitary sewage disposal proposed.

## **Section 9.4 Preliminary Plat**

### **9.4.1 Preapplication Conference**

Prior to the filing of a preliminary plat, the subdivider shall meet with the Zoning Administrator or his or her designated agent to acquaint himself or herself with the requirements of the County and the relationship of the proposed subdivision to the General Plan. At such meeting, the application contents, referral agencies, review procedures, density standards, use and area standards, street requirements, utility service and the general character of the development may be discussed. At the preapplication conference, the subdivider may be represented by a land planner, engineer or surveyor.

### **9.4.2 Submittal Requirements**

The subdivider or owner shall submit an application requesting preliminary plat approval, a preliminary title report from a licensed title company or attorney listing the name of the property owner(s) and all liens, easements and judgments of record affecting the subject property, and the preliminary plat on two (2) 18 X 24 plats, two (2) 11 X 17 copies, and in an electronic file ready for printing. The preliminary plat shall include plans for the entire parcel. The following notice shall be stamped on the face of each preliminary plat: "Preliminary Plat for inspection purposes only, and in no way official or approved for record purposes." Such plat shall be accompanied by or show the following information:

#### **A. Boundary Lines and Bearings**

Boundary lines, bearings, and distances sufficient to locate the exact area proposed for subdivision. At least one (1) subdivision corner shall be referenced to a survey (abstract) corner. The area, in acres, of the subdivision shall also be shown.

#### **B. Adjacent Subdivisions**

The name and location of a portion of adjoining subdivisions shall be drawn to the same scale and shown in dotted lines adjacent to the tract proposed for subdivisions in sufficient detail to show actually the existing lots, streets, alleys and other features that may influence the layout and development of the proposed subdivisions. Where adjacent land is not subdivided, the name of the owner of the adjacent tract shall be shown.

#### **C. Intersecting Streets**

The angle of intersection of the centerline of all intersecting streets.

#### **D. Proposed Streets, Alleys and Easements**

The names, location and widths of all streets, alleys and easements proposed for the subdivision, and all known rightsofway and/or easements within or affecting the area to be subdivided.

#### **E. Proposed Blocks, Lots and Parks**

The subdivision shall show all proposed streets and alleys, easements, blocks, lots, parks, etc., with principal dimensions.

**F. Contours**

Existing topographic contours at 5 foot intervals and all easements or rights-of-way necessary for drainage within or without the boundaries of the addition.

**G. Subdivision Title and Planner**

The title under which the proposed subdivision is to be recorded, the name of the owner and the name of the engineer or land planner who prepared the plat.

**H. Dedicated Parks, Playgrounds and Other Public Uses**

Sites, if any, to be reserved or dedicated for parks, playgrounds or other public uses.

**I. Scale, North Point**

1. Scale, north point, date and other pertinent data
2. The scale of the preliminary plat may be at one (1) inch equals 200 feet.
3. Name, address and telephone number
4. Property owner's name, address, and telephone number.
5. Proposed layout of utilities
6. A proposed preliminary layout of sanitary sewer and water lines to serve the subdivision.

**J. Drainage Report**

A general drainage report or drainage statement shall accompany the preliminary plat. This study or report shall show the acreage draining into the subdivision, points of runoff through and away from the subdivision.

**K. Protective Covenants**

Draft of any protective covenants where the subdivider proposes to regulate land use or development standards in the subdivision.

**L. Proposed Land Uses**

A designation of the proposed uses of land within the subdivision and any zoning amendments proposed to be requested.

**M. Vicinity Map**

A vicinity map on a smaller scale showing the proposed subdivision and its relationship to the surrounding area and County limits.

**N. Application Fee**

A filing fee shall be submitted to cover the cost of review and processing with every preliminary plat in accordance with the fee schedule adopted by resolution of the County Council.

**O. Preliminary Master Plan**

If the proposed subdivision is a portion of a tract that is later to be subdivided in its entirety, then a tentative master plan of the entire subdivision shall be submitted with the preliminary plat of the portion first to be subdivided. The master subdivision plan shall conform in all respects to the requirements of the preliminary plat; except, it may be on a scale of not more than one (1) inch to 100 feet, or other staff-approved scale.

**P. Optional Architectural and Landscaping Plan**

1. The County Planning Commission may require that an architectural and landscaping plan be submitted as part of a preliminary subdivision plat application. An architectural and landscaping plan may include:

- a. An architectural plan depicting elevation drawings of the proposed development from public use area perspectives or as specified by the Planning and Zoning Commission; and
- b. A landscaping plan depicting treatment of exterior spaces to include the species of vegetation, their size and siting.

**9.4.3 Application Review Procedures**

**A. Date of Filing**

Two (2) 18 X 24 plats, two (2) 11 X 17 copies, and an electronic file ready for printing of the preliminary plat application shall be submitted to the Zoning Administrator 30 days prior to the Planning Commission meeting at which consideration is desired. The preliminary plat shall be considered officially filed after application review fees which are established by resolution of the County Council have been paid and after it is examined and found to be in general compliance with the provisions of these regulations by the Zoning Administrator.

**B. Conformance with Subdivision Sketch Plan**

The preliminary plat shall conform substantially to the subdivision sketch plan as approved.

**C. Distribution of Preliminary Plat**

1. The Zoning Administrator shall distribute the preliminary plat immediately upon receipt to appropriate referral agencies which may include the following:
2. Zoning Administrator;
3. Grand County Engineer; 4. Grand County Water and Sewer Service Agency;
5. Moab Fire Protection District;
6. Grand County Administrator;
7. Grand County Recorder;

8. Grand County Road Superintendent; and,
9. Additional copies shall be provided to the Planning Commission prior to the Commission meeting at which the preliminary plat is considered.

**D. Comments; Written Report**

Prior to the meeting of the Planning Commission at which the plat is to be considered, each agency listed above shall submit their written recommendations concerning the plat in question to the Zoning Administrator. The recommendations shall be given to the Planning Commission with the plat for their consideration. A written report shall be prepared by the Zoning Administrator and submitted to the Planning Commission at the next regular meeting. Such report should include comments relative to the proposed subdivision's compliance to these regulations, the General Plan or other master plans such as utility plans. The report may include comments from other County departments, county, or state agencies concerned with urban development.

**E. Review by Planning Commission**

Before taking action on any proposed amendment, supplement or change, the County Council shall submit the same to the Planning Commission for its recommendation and report.

**1. Public Meeting Required**

The Planning Commission shall hold a public meeting prior to approving a preliminary plat.

**2. Public Notification**

Public notice shall be made in accordance with the requirements of Section 9.1.8, Required Public notices.

**3. Action by Commission**

Following review of the preliminary plat and other materials submitted for conformity thereof to these regulations, and negotiations with the subdivider on changes deemed advisable and the kind and extent of improvements to be made by the subdivider, the Planning Commission shall, at the first regular meeting occurring at least 30 days after the official filing date, act thereon as submitted or modified, and if approved the Planning Commission shall express its approval as conditional approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons therefore.

**4. Notice of Decision**

The Zoning Administrator shall provide a copy of the decision to the applicant by mail within 10 days of the Commission's decision.

**9.4.4 Issues for Consideration**

The Planning Commission shall, in its action on the preliminary plat, consider Article 7, Subdivision standards, the physical arrangement of the subdivision, and determine the adequacy of street rightsofway and alignment, the street standards of Grand County, the existing street pattern in the area and with all applicable provisions of the General Plan. The Planning Commission shall also ascertain that adequate easements for proposed or future

utility service and surface drainage are provided, and that the lot size and area are adequate to comply with the minimum requirements for the underlying zone district and for the type of sanitary sewage disposal proposed.

#### **9.4.5 Effect of Preliminary Plat Approval**

##### **A. Not Approval of Final Plat**

Conditional approval of a preliminary plat shall not constitute approval of the final plat. Rather, it shall be deemed an expression of approval to the layout submitted on the preliminary plat as a guide to the preparation of the final plat.

##### **B. Lapse of Approval**

Preliminary approval of the subdivision shall be valid for a period of 12 months from the date of approval and the general terms and conditions under which the preliminary approval was granted will not be changed. The preliminary approval of the subdivision shall be deemed voided unless a final plat is submitted within the 12 month period or unless the 12 month period is extended by the County Council at the request of the subdivider. Provided, however, that the approval of the preliminary plat for a multi-phase subdivision shall be deemed voided unless at least one (1) phase of the subdivision is submitted within 12 months following approval of the previous final plat for the subdivision, unless the 12 months period is extended by the County Council. The County Council may extend the approval period for one (1) or more times for good cause.

### **Section 9.5 Final Plat**

#### **9.5.1 Final Plat Submittal Requirements**

The owner of land on which preliminary plat approval has been obtained shall prepare and submit: (a) a non-erasable Mylar copy, and (b) a digital copy of the final plat (including all lines, bearings, corners, and etc. necessary to describe the subject lot(s) or parcel(s), and all easements), in the latest version of AutoCAD, or other format compatible with the County GIS as may be specified by the Zoning Administrator (currently preferred in State Plane Coordinates - Utah Central Zone or the Valley Coordinate System) with all measurements stated in feet, and (c) two (2) 24 x 36 copies, or more if specified by the Zoning Administrator. The plat shall be drawn to a scale of 100 feet to one (1) inch, or other scale approved by staff. When necessary the plat may be on several sheets accompanied by an index sheet showing the entire subdivision. For large subdivisions, the final plat may be submitted for approval progressively in phases satisfactory to the County Council. The final plat shall show or be accompanied by the following:

##### **A. Control Points; Acres**

The primary control points, or descriptions and "ties" to such control points, to which all dimensions, angles, bearings, and similar data on the plat shall be referred shall be placed on the final plat. The area of the subdivision, in acres, shall be shown.

##### **B. Boundary Lines and Bearings**

Tract boundary line sufficient to locate the exact area proposed for subdivision, rights-of-way lines of streets, easements and other rightsofway, and property lines of residential lots and other sites; with accurate dimensions, bearings or deflection angles, and radii, arcs and central angles of all curves shall be placed on the final plat.

##### **C. Streets**

Name and rights-of-way width of each street or other rights-of-way shall be placed on the final plat.

**D. Easements**

Location and dimensions of all easements shall be placed on the final plat.

**E. Lot and Block Numbers**

Number to identify each lot or site and each block, and the dimensions of lots and blocks, shall be placed on the final plat.

**F. Purpose of Sites**

The purpose for which sites, other than residential lots, are dedicated or reserved shall be indicated on the final plat.

**G. Building Lines**

Minimum building setback lines when required or approved by the Planning Commission shall be placed on the final plat.

**H. Monuments**

Location and description of monuments shall be placed on the final plat. Monuments shall include centerline monuments at all curve points and intersections.

**I. Adjacent Land**

References to recorded subdivision plats or adjoining platted land by record name shall be placed on the final plat.

**J. Surveyors Certificate and Legal Description**

A legal description and surveyor's certificate, to, in the following form, shall be placed on the final plat:

KNOW ALL MEN BY THESE PRESENTS:

That I, \_\_\_\_\_, do hereby certify that I am a registered Utah Land Surveyor, and that I hold certificate No. \_\_\_\_\_ as prescribed under the laws of the state of Utah, and I further certify that under the authority of the owners, I have made a survey of those lands as shown here on and described below, and that I have subdivided said tract of land into lots and streets, hereafter to be known as \_\_\_\_\_ and that same has been correctly surveyed and staked on the ground as shown on this plat.

\_\_\_\_\_

Signature

**K. Approval Certification**

Certification of approval by the Planning Commission and County Council, in the following form, shall be placed on the final plat.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Planning and Zoning Commission of Grand County, Utah

\_\_\_\_\_

Chairman

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Grand County Council

\_\_\_\_\_

Chairman

\_\_\_\_\_

County Recorder

**L. Title; Scale**

A title, scale, and north point shall be placed on the final plat.

**M. Street Intersections**

The location of the point of intersection and points of tangency of street intersections, and the bearing and distance of each street rights-of-way center line shall be placed on the final plat.

**N. Plat Identification**

A positive reference and identification of the plat and date of plat shall be placed on the final plat.

**O. Dedication Certificate**

1. The property owner's certificate or deed of dedication shall be placed on the final plat. The dedication deed or certificate of dedication shall be executed by all persons, firms or corporations owning an interest in the property subdivided and platted, and shall be acknowledged in the manner prescribed by the laws for the State of Utah for conveyances of real property. In the case of surface lien holders, they may execute a subordination agreement subordinating their liens to all public streets, alleys, parks, school sites and any other public areas shown on the plat of such subdivision as being set aside for public uses and purposes. The dedication deed or certificate of dedication shall, in addition to the above requirements, contain the following:

2. An accurate description of the tract of land subdivided.

3. A statement and express representation that the parties joining in such dedication are the sole owners of such tract of land.

4. An express dedication without reservation to the public for public use; the streets, trails, rightsofway, school site and any other public areas shown on the attached plat.

5. A positive reference and identification of the plat of such subdivision, date of plat and surveyor or engineer responsible for the survey.

**P. Tax Certificates**

Tax certificates indicating that all taxes on the land being subdivided have been paid to the current year shall be submitted with the final plat.

**Q. Construction Plans and Cost Estimate**

Three sets of plans for required improvements and a set of reproducible transparent sheets, 24" x 36" in size along with all data and calculations related to utilities, drainage or other construction in the subdivision and a cost estimate shall be submitted with the final plat. The construction plans shall conform to all requirements of the current Construction Design Standards for Grand County. The cost estimate shall bear the signature and seal of the design engineer. Such plans shall also show all existing or proposed surface and subsurface improvements and obstruction.

**R. Subdivision Improvements Agreement and Performance Guarantee**

A subdivision improvements agreement and performance guarantee for all required public improvements in accordance with the requirements of Section 9.5.1A.

**S. Title Report**

An updated title report from a licensed title company or attorney listing the name of the property owner(s) and all liens, easements and judgments of record affecting the subject property shall be submitted within 15 days immediately prior to final review by the County Council.

**T. Filing Fee**

1. A filing fee to cover the cost of review in accordance with the fee schedule adopted by resolution of the County Council.
2. Additional submission requirements for condominium subdivisions. In addition to the above submission requirements, applications for condominium subdivisions shall be subject to the applicable provisions of Title 57-8-1 et seq., of the Utah Code.

**9.5.2 Application Review Procedures**

**A. Date of Filing**

After approval of the preliminary plat by the Planning Commission and within 12 months of the approval date unless extended for up to one (1) additional year by action of the County Council, the subdivider may submit for approval the final plat. The application, meeting all the requirements of subsection (1) above, shall be submitted to the Zoning Administrator at least 30 days prior to the meeting at which consideration is desired. The official filing date of the final plat shall be the date upon which the plat and construction drawings are found to be in full compliance with the provisions of the preliminary approval after examination by the Zoning Administrator and the review fees which are established by resolution of the County Council have been paid.

**B. Conformance with Preliminary Plat**

The final plat shall conform substantially to the preliminary plat as approved and, if desired by the subdivider, it may constitute only that portion of the approved preliminary plat that he or she proposes to record and develop at the time, provided however, that such portion conforms to all requirements of these regulations.

### **C. Review of Final Plat**

After the presentation of the final plat application for a subdivision to the Zoning Administrator, the Zoning Administrator shall submit the application to the County Engineer, any district providing utility service for review and to any other appropriate referral agencies for review. The County Engineer and other referral agencies shall review the plans and submit comments to the Zoning Administrator for inclusion in the final plat presentation. The developer shall pay the reasonable cost of review of the construction plans before the final plat is presented to the County Council.

### **E. Review by County Council**

#### **1. Action by County Council**

The Zoning Administrator shall submit the final plat to the County Council, along with any preliminary plat conditions established by the Planning Commission, preliminary plat, and an appropriate recommendation. The County Council shall consider all proposals with respect to the dedication of rights-of-way for public use, the construction of utilities, streets, drainage, and other improvements, and when satisfied with the proposals, shall authorize the establishment of agreements for same. The County Council shall act on the final plat within 30 days after the Planning Commission makes a recommendation, or within a reasonable time thereafter.

#### **2. Review in Stages**

An owner or subdivider, at his or her option, may obtain approval of a portion or a section of a subdivision provided he or she meets all the requirements of this LUC with reference to such portion or section in the same manner as is required for a complete subdivision. In the event a subdivision and the final plat thereof is approved by the County Council in sections, each final plat of each section is to carry the name of the entire subdivision, but is to bear a distinguishing letter, number or subtitle.

#### **3. Approval by County Council**

The Zoning Administrator shall provide a copy of the decision to the applicant by mail within 10 days of the Commission's decision. After the County Council has determined that the plat is in proper form, that any conditions of the preliminary plat are satisfied, that the arrangement of the development proposed for the property being subdivided is consistent with zoning regulations, and that the subdivision complies with the provisions of this LUC, it shall act to approve the plat.

#### **4. Disapproval by County Council**

The Zoning Administrator shall provide a copy of the decision to the applicant by mail within 10 days of the Commission's decision. Final plats that are disapproved by the County Council shall be returned to the subdivider by the Zoning Administrator with an attached statement of the reasons for such action.

#### **5. Action Following Approval**

##### **a. Certification of Approval**

- (1) The County Council's approval shall serve as the certificate of approval on the final plat.

(2) In no case shall additions, corrections, or modifications of any kind be made to the final plat other than signatures required after the final plat has been approved by the County Council.

**b. Recordation of Plats**

(1) The final plat for any subdivision located within Grand County shall then be caused to be filed of record by the subdivider in the plat records of Grand County, but only after the County Council has officially acted upon the final plat with reference to improvements, dedications and utilities and all fees (including recording and review fees) shall be paid by the developer.

(2) If for any reason the final plat has not been recorded within 15 days of County Council approval, the approving actions shall be deemed void.

**9.5.3 Responsibility for Payment for Installation Costs**

The subdivider shall provide for costs of materials, installation, and maintenance of all required improvements in accordance the Grand Construction Standard or the most recent County construction standards, and the following requirements:

**A. Required Improvements**

1. The subdivider shall pay all costs of materials and installation of the following:
2. Setting of survey monuments and markers
3. Streets and road construction for all street improvements including base, grading, curbs, gutters, sidewalks, pavement, street name signs, road regulatory signs, culverts, and bridges;
4. Water and sewer lines installations including fire hydrants and manholes;
5. Required storm water system and/or other drainage improvements;
6. All field density and related testing of base, sub-base and other compacted backfill, gradation tests, concrete cylinder tests, asphalt tests, and/or other related tests required to insure minimum standard requirements; and
7. Electric, gas, and other utilities.

**B. Improvement Agreements and Guarantees**

Prior to the recording of a final plat, a subdivider shall submit for approval to the Zoning Administrator an improvements agreement and financial guarantee for construction of any required improvements designated on the approved final plat or construction plans in accordance with the requirements of this Section.

**1. Form of Agreement**

All improvement agreements shall utilize the standard County template (guide) for the format and content of such Agreements. The template may be obtained from the Zoning Administrator.

**2. Engineered Cost Estimate**

The improvements agreement shall include a cost estimate for all required improvements prepared by a professional Utah-registered, professional engineer.

### **3. Financial Guarantees**

The subdivider shall utilize one (1) of the following methods of posting security to cover to the cost of installing all required improvements; provided, however, that nothing in this section shall preclude the County Council from approving other forms of liquid financial security in a form approved by the County. No expiration of the guarantee shall be permitted.

#### **a. Escrow Agreement**

Place on deposit in an approved bank in the name of Grand County, a sum of money equal to 125 percent of the estimated cost (100 percent of cost plus 25 percent contingency) of all improvements required by this Section. Selection of the trustee shall be subject to approval by the County. The escrow agreement shall be approved as to form and legality in writing by the County Attorney. The escrow agreement shall state the name of the subdivision and shall list the improvements the subdivider is required to provide. The County Clerk shall certify in writing that the securities are a satisfactory guarantee for the County.

#### **b. Performance Bond**

File with the County Clerk a bond executed by a surety company holding a license to do business in the State of Utah, and acceptable to Grand County on a form approved by the County, in an amount of 125 percent of the estimated cost (100 percent of cost plus 25 percent contingency) of all improvements required by this Section. The Performance Bond shall be approved as to form and legality in writing by the County Attorney. The County Clerk shall certify in writing that the securities are a satisfactory guarantee for the County.

### **C. Engineering Inspection and Tests**

1. Grand County Engineer, applicable service district, or other inspection agent designated by the Zoning Administrator, shall be notified 3 days before any construction is begun on such public improvements in order that proper supervision and inspection may be provided. All construction work, such as street grading, street paving, storm sewers, curb and/or gutter work, sanitary sewers or water mains performed by the owner, developer or contractor, shall be subject to inspection during construction by the proper authorities of the County and shall be constructed in accordance with the approved standards and specifications, and in accordance with the provisions of any other applicable ordinance of Grand County.

2. The County will charge fees for engineering inspection during construction and for final inspection commensurate to the value of services rendered or costs incurred; however, it is to be understood that the County will do no layout work or daily inspection. Where a special trip(s) to Grand County by the County Engineer are required, the subdivider shall reimburse the County for the costs of such trip(s).

3. The County may require compaction tests on embankments and flexible bases, and depth tests on flexible bases and pavements, and pressure tests on piping systems, before final inspection and approval.

#### **9.5.4 Plat Approval and Dedication**

Approval of the plat and acceptance of dedication on a final plat shall not be effective until the final plat is recorded in the office of the County Clerk. Approval of the plat and acceptance of a dedication by the County shall not imply the maintenance by the County of such dedication. Acceptance for maintenance of roads, parks, trails and other public dedications requires a separate action of the County Council in accordance with the requirements of Section 9.5.5D, Final Acceptance.

#### **9.5.5 Acceptance of Subdivision Improvements**

##### **A. Time Frame for Completion**

##### **1. Plan Re-Submittal**

If construction has not commenced within one (1) year after approval of the plans, the Zoning Administrator may require re-submittal of plans for meeting current standards and engineering requirements.

##### **2. Expiration and Extension of Approval**

If the public improvements for a subdivision have not been constructed and accepted by the County within 36 months of the recordation of the final plat, said final plat shall be null and void and shall conclusively be deemed to be withdrawn, without further action by the County. An approved, unexpired final subdivision plat may be extended once for a period not to exceed 36 months, pursuant to the following provisions:

**a.** The County Council may extend the approval of the final plat, for good cause shown by the Applicant, if there has been no significant change in development conditions affecting the subdivision plan and the plat continues to comply with all applicable standards and ordinances.

**b.** A request for an extension of time to complete final public improvements for a subdivision pursuant to these provisions shall be submitted to the Zoning Administrator no later than the date the final subdivision plat expires. The request shall be in writing, and the application shall state the reason and justification for the requested extension.

##### **B. Partial Acceptance and Reduction of Security**

**1.** As public improvements are completed, a subdivider may apply from time-to-time to the Zoning Administrator for partial release of the collateral deposited with the County Clerk in accordance with the procedures of Section C, Release Procedure.

**2.** If the County Engineer and/or Zoning Administrator determine that any of the required improvements are not constructed in substantial compliance with approved standards and specifications, it shall furnish the Applicant a list of deficiencies and shall be entitled to withhold collateral sufficient to insure substantial compliance.

**3.** If the County Engineer and/or Zoning Administrator determines that the subdivider will not construct any or all of the improvements in accordance with all of the approved standards and specifications, the Zoning Administrator may withdraw and employ from the deposit of collateral such funds as may be necessary to construct the improvements in accordance with the approved standards and specifications.

4. The County Engineer shall independently inspect the construction of improvements while in progress, and, shall likewise inspect such improvements upon completion of construction. The design engineer shall certify that construction was completed to plan, and shall have approved any change(s) to the approved plan in consultation with the County Engineer. After final inspection, the County Engineer shall notify the subdivider and the Zoning Administrator in writing as to its acceptance or rejection. The Zoning Administrator shall reject such construction only if it fails to comply with the approved standards and specifications contained or referred to herein. If the Zoning Administrator rejects such construction, the Zoning Administrator shall advise the County Attorney and the County Attorney shall enforce the guarantees provided in this Section.

5. The design engineer for the subdivider shall submit to the Zoning Administrator a complete set of as-built drawings in "reproducible" hard copy and digital format showing all subdivision improvements, including utility locations (gas, water, sewer and telephone), paving and drainage improvements, and all changes made in the plans during construction. Each hard copy sheet shall contain an "As-Built" stamp bearing the signature of the engineer and the date. Digital information shall be provided in the latest version of AutoCAD, or other format compatible with the County GIS as may be specified by the Zoning Administrator with all measurements stated in feet.

6. The subdivider shall require his construction contractors, with whom he contracts for furnishing materials and for installation of the improvements required under this Section, and shall himself be required to furnish to the Zoning Administrator a written guarantee that all workmanship and materials shall be free of defects for a period of one (1) year from the date of acceptance by the Zoning Administrator.

7. Prior to the final acceptance of a subdivision by the County Council, the subdivider shall furnish a good and sufficient, unconditional warranty bond, or certified check payable to "Grand County", in the amount of 10 percent of the contract price with a reputable and solvent corporate surety in favor of the County, to indemnify the County or any applicable service district(s) against any repairs that may become necessary to any part of the construction work performed in connection with the subdivision arising from defective workmanship or materials used therein, for a full period of one (1) year from the date of final acceptance of the work being warranted.

### **C. Collateral Release Procedure**

1. From time to time, as the improvements are completed, subdivider may apply in writing to the County for a partial or full release of the letter of credit or substitute collateral; and shall utilize the standard County-approved form for this purpose. Such release requests shall be complete at least 14 days prior to any desired release date; and must show, or include all of the following:

- a. Dollar amount of commitment guarantee;
- b. Improvements completed, including dollar value;
- c. Improvements not completed, including dollar value;
- d. Amount of previous releases;
- e. Amount of commitment guarantee requested released;

- f. Release or waivers of mechanics liens of all parties who have furnished work, services, or materials for the Improvements;
  - g. Certification by the design engineer that the improvements have been completed according to approved standards and specifications; and
  - h. Reasonable fee to cover the cost of administration and inspections.
2. Upon receipt of the application, the Zoning Administrator shall promptly refer the application to the County Engineer. The County Engineer shall inspect the required improvements, both those completed and those uncompleted, at his earliest convenience. If the County Engineer determines from the inspection that the required improvements shown on the application has been completed as provided herein, the County Engineer shall so advise the Zoning Administrator, and the Zoning Administrator shall release that portion of the collateral supporting the commitment guarantee relative to the completed improvements.
3. All collateral releases shall be made in writing signed by the Zoning Administrator. Such releases shall be made in all cases as soon as practical, following the submission of a complete request, as described above.
4. The County may release 115 percent of the amount of the collateral for the required improvements completed to date, less 125 percent of the costs of the required improvements not completed; thus retaining 10 percent of the amount of the collateral for the required improvements completed to date as identified by the approved cost estimate shall be retained pending satisfaction of the warranty bond requirements of Section 7. Alternatively, the amount to be released may be 125 percent of the amount of the collateral for the required improvements completed to date, upon submission of a warranty bond in accordance with the requirements of Section 7.

#### **D. Final Acceptance**

Final acceptance of the required improvements and release of the warranty bond shall be made by resolution of the County Council in accordance with the requirements of this subsection.

#### **E. Completion of Required Improvements**

Completion of the required improvements shall be verified by the following findings:

1. Certification by the Design Engineer that the required improvements have been completed according to the approved standards and specifications;
2. Verification of the County Engineer that the required improvements have been completed according to the approved standards and specifications;
3. Presentation of signatures of final acceptance by any applicable service district(s); and
4. Submission of as-built drawings in "reproducible" hard copy and digital format in accordance with the requirements of Section 9.1.3D.

#### **F. Maintenance of Improvements.**

Upon final acceptance, maintenance of the completed improvements shall be assumed by one (1) of the following as determined by the County Council:

1. Grand County and/or other applicable service district(s); or
2. A homeowners' association formed in accordance with the requirements of Section 9.6, Mandatory Homeowners' Association.

#### **G. Warranty Bond Release**

Release of the warranty bond required by Section 9.5.5B.7, shall occur following final acceptance of the required improvements in accordance with the approved standards and specifications.

### **Section 9.6 Mandatory Homeowners' Association**

#### **9.6.1 Applicability**

When a residential subdivision contains any physical facilities, structures, improvements, systems, areas or grounds held in common and necessary or desirable for the welfare of the area or subdivision, or that are of common use or benefit and that are not or cannot be satisfactorily maintained by the County or another public agency, the County may require the establishment and creation of a mandatory homeowners' association to assume and be responsible for the continuous and perpetual operation, maintenance and supervision of such facilities, structures, improvements, systems, areas or grounds.

#### **9.6.2 Approval**

If the establishment and creation of a mandatory homeowners' association is required by the County, a copy of the agreements, covenants and restrictions establishing and creating the association must be approved by the Zoning Administrator and County Council prior to the approval of the final plat of the subdivision and must be filed of record with said final plat in the Map and Plat Records of Grand County, Utah. Said final plat shall clearly identify all facilities, structures, improvements, systems, areas or grounds that are to be operated, maintained and/or supervised by said association.

#### **9.6.3 Responsibilities**

Such mandatory homeowners' associations shall be responsible for the continuous and perpetual operation, maintenance and/or supervision of landscape systems, features or elements located in parkways, common areas, between screening walls or living screens and adjacent curbs or street pavement edges, adjacent to drainage ways or drainage structures, or at subdivision entryways. Subdivision entryway treatments or features shall not be allowed unless a mandatory homeowners' association as required herein is established and created.

#### **9.6.4 Dedications to Association**

All facilities, structures, improvements, systems, areas or grounds that are to be operated, maintained and/or supervised by a mandatory homeowners' association, other than those located in public easements or rights-of-ways, shall be dedicated by easement or deeded in fee simple ownership interest to said association. Such easements or ownership shall be clearly identified on the final plat of the applicable subdivision.

#### **9.6.5 Contents of Agreements**

At a minimum, the agreements, covenants and restrictions establishing and creating a mandatory homeowners' association required herein shall contain and/or provide for the following:

- A. Definitions of terms contained therein;

- B.** Provisions acceptable to the County for the establishment and organization of the mandatory homeowners' association and the adoption of bylaws for said association, including provisions requiring that the owner(s) of any lot or lots within the applicable subdivision and any successive buyer(s) shall automatically and mandatorily become a member of the association;
- C.** The initial term of the agreements, covenants and restrictions establishing and creating the association shall be for a 25 year period and shall automatically renew for successive 10 year periods, and the association may not be dissolved without the prior written consent of the County;
- D.** Provisions acceptable to the County to ensure the continuous and perpetual use, operation, maintenance, and/or supervision of all facilities, structures, improvements, systems, areas or grounds that are the responsibility of the association and to establish a reserve fund for such purposes;
- E.** Provisions prohibiting the amendment of any portion of the association's agreements, covenants or restrictions pertaining to the use, operation, maintenance and/or supervision of any facilities, structures, improvements, systems, areas or grounds that are the responsibility of the association without the prior written consent of the County;
- F.** The right and ability of the County or its lawful agents, after due notice to the association, to remove any landscape systems, features or elements that cease to be maintained by the association; to perform the responsibilities of the association if the association fails to do so in compliance with any provisions of the agreements, covenants or restrictions of the association or of any applicable County codes or regulations; to assess the association for all costs incurred by the County in performing said responsibilities if the association fails to do so; and/or to avail itself of any other enforcement actions available to the County pursuant to state law or County codes or regulations;
- G.** Provisions indemnifying and holding the County harmless from any and all costs, expenses, suits, demands, liabilities or damages, including attorney's fees and costs of suit, incurred or resulting from the County's removal of any landscape systems, features or elements that cease to be maintained by the association or from the County's performance of the aforementioned operation, maintenance or supervision responsibilities of the association due to the association's failure to perform said responsibilities;
- H.** Provisions stating that the association shall indemnifying and holding the County harmless for claims based on the county's inaction, and
- I.** Provisions stating that Grand County shall have neither the right nor the responsibility to enforce private covenants except in accordance with the provisions of Section 9.6.1 above.

## **Section 9.7 Minor Record Survey**

### **9.7.1 Purpose**

- A.** Minor record survey is intended to provide an expeditious, one-time only process for small, low impact developments no more than 3 lots, where all roads and utilities necessary to serve the subdivision are in place consistent with all applicable county standards at the time of application and the resulting lots are in compliance with the underlying zoning. Minor record survey also allows property to be subdivided where such property was lawfully and fully developed in accordance with previous County regulations.

Upon approval of a minor record survey, applicants shall be authorized to sell lots within the subdivision that is the subject of the minor record survey by deed with metes and bounds description.

**B.** These procedures may be utilized only one (1) time for each parcel of land, thereafter subdivision of such parcels shall be subject to preliminary and final plat review procedures.

### **9.7.2 Land Use Authority**

The Zoning Administrator shall be the land use authority for minor record surveys, subject to the requirements of this section.

### **9.7.3 Application and Completeness Determination**

Application must be made for minor record surveys in accordance with the requirements of Section 9.1.3, Minimum Submission Requirements. The Zoning Administrator is responsible for determining the completeness of an application submitted, pursuant to Section 9.1.6.

### **9.7.4 Review Process**

The Zoning Administrator shall take final action to approve, approve with conditions or deny such applications.

#### **A. Approval by Administrator**

The Zoning Administrator shall prepare findings of fact on the minor record survey within 15 days or within a reasonable time thereafter. At that time, the Zoning Administrator may approve the application and authorize the Chairman of the County Council to sign the survey.

#### **B. Disapproval by Administrator**

Minor record surveys that are disapproved shall be returned to the developer by the Zoning Administrator with an attached statement of the reasons for such action.

#### **C. Review by Planning Commission**

In the event of a denial of a minor record survey by the Zoning Administrator, such application shall be placed on the next Planning Commission agenda, upon request of the applicant, for final review and action in accordance with the requirements of this section.

### **9.7.5 Items for Consideration**

The Administrator shall, in taking action on the minor record survey, consider consistency with the criteria for approval of minor record surveys, consider the physical arrangement of the lots in the minor record survey, and determine the adequacy of street rights-of-way or easements, improvements and alignment relative to the street standards of Grand County, the existing street pattern in the area, the need for connections between neighborhoods and developments and with all applicable provisions of the General Plan. The Administrator shall also ascertain that adequate rights-of-way for future roads are provided, easements for proposed or future utility service and surface drainage are provided, and that the lot size and area are adequate to comply with the minimum requirements for the underlying zone district and for the type of sanitary sewage disposal proposed.

### **9.7.6 Criteria for Approval**

Major subdivision review, including Preliminary and Final Plat, shall not be required where all of the following conditions exist:

- A.** Each minor record survey shall include no more than 3 lots, each for single-family residential use.
- B.** All roads and trails needed to serve the new lots are in place adjacent to the proposed lots, and either:
  - 1.** The property was fully developed in compliance with applicable County standards prior to the adoption of the LUC [January 4, 1999] and building permits were issued for a single-family dwelling on each lot, and access easements and driveways are in place that provide adequate access for residents and emergency vehicles; or
  - 2.** The property has frontage on a street or road that is either improved to County standards or accepted for County maintenance, and no new streets, roads or extensions need to be widened, dedicated or constructed.
- C.** Where sidewalk, curb and gutter are required, such improvements shall be installed by the applicant prior to Administrator's approval.
- D.** No utilities, other than individual service lines, need to be extended to serve the parcel and the necessary utilities are in place immediately adjacent to the parcel.
- E.** Drainage improvements required by Section 6.7, Drainage, are in place; or such required drainage improvements will be installed prior to the issuance of a Building Permit(s) for the subdivision lot(s), and the minor record survey includes the following note:

Note: No Building Permit(s) shall be issued for a structure(s) on any lot(s) approved by this resolution prior to the completion of drainage improvements in accordance with the requirements of Grand County Land Use Code, Section 6.7A, Drainage Detention Basin.
- F.** There are no other problems of public concern.

#### **9.7.7 Recordation**

If the Zoning Administrator has approved and signed a certificate of written approval on the minor record survey, the minor record survey becomes the instrument to be recorded in the office of the County Recorder when all requirements have been met. The subdivider shall pay the record filing fee. If for any reason the minor record survey has not been recorded within 90 days of the Zoning Administrator's signature, the approving actions shall be deemed void.

### **Section 9.8 Recreational Subdivisions**

#### **9.8.1 Purpose**

The recreational subdivision procedure is intended to greater design flexibility for seasonal subdivision development with respect to otherwise applicable subdivision standards, where there is a reasonable expectation that the resulting lots will be occupied exclusively on a seasonal basis.

#### **9.8.2 Preapplication Conference**

Prior to the filing of a recreational subdivision plat application, the Applicant shall meet with the Zoning Administrator to acquaint himself or herself with the requirements of the County. At such meeting, the application contents, applicable referral agencies, criteria for approval of recreational subdivisions, review procedures, use and area standards, and the general character of the development may be discussed.

### **9.8.3 Submittal Requirements**

The submittal requirements for a recreational subdivision shall be the same Sketch Plan, Preliminary Plat and preliminary plat submittal requirements as specified for other subdivisions in Section 9.3.2, Section 9.4.2 and Section 9.5.1.

### **9.8.4 Application Review Procedures**

The review procedures for recreational subdivisions shall be the same Sketch Plan, Preliminary Plat and preliminary plat procedures as specified for other subdivisions in Section 9.3.3, Section 9.4.3, and Section 9.5.2.

### **9.8.5 Criteria for Approval**

- A.** The resulting lots will not be occupied long-term, but rather they will be only be occupied on a seasonal basis; and year-round, vehicular access is not available;
- B.** The proposed subdivision is sufficiently removed from other areas served by public facilities and public road maintenance as to make the extension of such public facilities and maintenance unlikely in the foreseeable future;
- C.** The proposed subdivision shall conform with the subdivision standards of Article 7, of this LUC; provided, however, where appropriate and at the discretion of the Planning Commission:
- D.** A Private Access Tract may be permitted to serve up to 6 lots in a Recreational Subdivision; and
- E.** Water hauling or an on-site cistern may be allowed for a single recreational property with water storage capacity of at least 1,000 gallons in a tank that is approved for culinary water storage; and
- F.** Each dwelling unit shall be designed and sited in conformance with the wildfire standards of Section 6.9.6 of this LUC.

## **Section 9.9 Replats and Exemption Plats**

### **9.9.1 Replats**

Replats shall be subject to all requirements of this LUC regarding final plats. The County Council may, following a public hearing and recommendation of the Planning Commission, approve a replat that is for the purpose of vacation, alteration, or amendment of a subdivision plat, of any lot, street or alley contained in a plat, provided that the replat does not remove any covenants or restrictions or increase the number of lots. Replats that remove any covenants or restrictions or increase the number of lots shall be subject to all of the requirements of this LUC regarding preliminary plats and final plats.

### **9.9.2 Public Notification**

Public notice shall be made in accordance with the requirements of Section 9.1.8, Required Public notices.

### **9.9.3 Exemption Plats**

Exemption plats shall meet all requirements of this LUC for Final Plat, provided, however, that the County Council may approve such exemption plat without notice or hearing where the boundary or plat amendment is solely for one (1) or more of the following purposes and does not remove any covenants or restrictions or increase the number of lots.

- A.** The purpose is to correct an error in any course or distance shown on the prior plat.
- B.** The purpose is to add any course or distance that was omitted on the prior plat.

- C. The purpose is to correct an error in the description of the real property shown on the prior plat.
- D. The purpose is to indicate monuments set after death, disability, or retirement from practice of the engineer or surveyor responsible for setting the monuments.
- E. The purpose is to show the proper location or character of any monument that has been changed in location or character or that originally was shown at the wrong location or incorrectly as to its character on the prior plat.
- F. The purpose is to correct any other type of clerical error or omission in the previously approved plat.
- G. The purpose is to correct an error in courses and distances of lot lines between 2 adjacent lots where both lot owners join in the application for amendment and neither lot is abolished, provided that such amendment does not have a material adverse effect on the property rights of the owners in the plat.
- H. The purpose is to relocate a lot or boundary line in order to cure an inadvertent encroachment of a building or improvement on a lot or boundary line or on an easement.

### **Section 9.10 Lot Line Adjustments**

Application to adjust lot lines between adjacent properties may be executed upon recordation of an appropriate deed if:

- A. No new lot results from the lot line adjustment;
- B. The adjoining property owners consent to the lot line adjustment;
- C. The lot line adjustment does not result in a remnant of land that did not previously exist;
- D. The adjustment does not result in a violation of applicable zoning requirements; and
- E. The application has been reviewed and approved by the Zoning Administrator prior to recordation in Grand County Recorder's office.

### **Section 9.11 Conditional Use Permits**

#### **9.11.1 General**

A conditional use is a use that, because of its unique characteristics or potential impact on the county, surrounding neighbors or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that reasonably mitigate or eliminate the detrimental impacts. Pre-existing uses that are permitted as a Conditional Use pursuant to this LUC shall be deemed to have already received conditional use permit approval; provided, however, that any change or expansion of a conditional use, whether pre-existing or otherwise, shall require a new conditional use permit pursuant to the terms of this section.

#### **9.11.2 Pre-Application Conference**

Prior to the filing of a conditional use permit application, the Applicant shall meet with the Zoning Administrator or his or her designated agent to acquaint himself or herself with the requirements of the County. As such meeting, the application contents, referral agencies, review procedures, use and area standards, and the general character of the development may be discussed.

### **9.11.3 Procedure**

#### **A. Submittal Requirements**

A conditional use permit application shall be submitted to the Zoning Administrator 30 days prior to the Planning Commission meeting at which consideration is desired. The application shall be accompanied by or show the following information on two (2) 18 X 24 plats, two (2) 11 X 17 copies, and in an electronic file ready for printing:

1. The street address and legal description of the property affected;
2. A preliminary title report from a licensed title company or attorney listing the name of the property owner(s) and all liens, easements and judgments of record affecting the subject property;
3. A site plan drawn to a scale deemed necessary by the Zoning Administrator. The site plan shall include:
  - a. Drives, streets, and rights-of-way;
  - b. Easements;
  - c. Location and dimensions of structures and signs;
  - d. Typical elevations of such buildings;
  - e. Access ways, including points of ingress, egress;
  - f. Landscaping;
  - g. Topography; and
  - h. Specific areas proposed for specific types of land use.
4. Any and all information, operating data and expert evaluation necessary to clearly explain the location, function and characteristics of any building or use proposed;
5. A filing fee to cover the cost of review in accordance with the fee schedule adopted by resolution of the County Council.

#### **B. Distribution of Conditional Use Applications**

The Zoning Administrator shall distribute the conditional use application immediately upon receipt to appropriate referral agencies which may include the following:

1. Zoning Administrator;
2. Grand County Engineer;
3. Grand County Water Conservancy District or Spanish Valley Water and Sewer Improvement District;
4. Moab Fire Protection District;
5. Grand County Administrator;
6. Grand County Recorder;

7. Grand County Road Superintendent; and,
8. Additional copies shall be provided to the Planning Commission prior to the Commission meeting at which the conditional use permit is considered.

#### **9.11.4 Review by Planning Commission**

Before taking action on any proposed conditional use permit, the County Council shall submit the same to the Planning Commission for its recommendation and report.

##### **A. Public Meeting Required**

The Planning Commission shall hold a public meeting on any application for conditional use permit prior to making its recommendation to the County Council.

##### **B. Public Notification**

Public notice shall be made in accordance with the requirements of Section 9.1.8, Required Public notices.

#### **9.11.5 Action by County Council**

The County Council shall act on a conditional use permit within 30 days of the Planning Commission's recommendation or within a reasonable time thereafter.

##### **A. Public Hearing Required**

The County Council shall hold a public hearing on any application for conditional use permit prior to making its decision.

##### **B. Public Notification**

Public notice shall be made in accordance with the requirements of Section 9.1.8, Required Public notices.

#### **9.11.6 Conditional Use Criteria**

Conditional Use Permits shall be approved where the County determines that there will be no significant negative impact upon residents of surrounding property or upon the public. The following criteria shall be considered in the application review:

##### **A. Effect on Environment**

The location, size, design and operation characteristics of the proposed use shall not be detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants, nor be substantially or permanently injurious to neighboring property, nor cause substantial or permanent interference with the right to peaceful enjoyment of property.

##### **B. Compatible with Surrounding Area**

The proposed site plan, circulation plan and schematic architectural designs shall be complementary with the character of the surrounding area with relationship to scale, height, landscaping and screening, building coverage, and density.

##### **C. External Impacts Minimized**

The proposed use shall not have negative impacts on existing uses in the area and in the county through the creation of noise, glare, fumes and odors, dust, smoke, vibration, fire

hazard, excessive light, or other injurious or noxious impact. The applicant shall provide adequate mitigation responses to these impacts.

**D. Infrastructure Impacts Minimized**

The proposed use shall not have negative impacts on existing uses in the area and in the county through impacts on public infrastructure such as roads, parking facilities and water and sewer systems, and on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to provide services adequately.

**E. Consistent with LUC and General Plan**

The proposed use will be consistent with the purposes of this LUC, the General Plan, and any other statutes, ordinances or policies that may be applicable, and will support rather than interfere with the uses otherwise permitted in the zone in which it is located.

**F. Parcel Size**

The proposed use may be required to have additional land area, in excess of the lot area otherwise allowed by the underlying zoning district, as necessary to ensure adequate mitigation of impacts on surrounding land uses and the zoning district.

**9.11.7 Conditions of Approval**

**A.** The County may, in the interest of the public welfare and to assure compliance of this LUC, establish conditions of operation, location, arrangement and construction of any use for which a permit is authorized. In authorizing the location of any use listed as a Conditional Use Permit, the County may impose such development standards and safeguards as the conditions and location indicate important to the welfare and protection of adjacent property, the neighborhood and the county from noise, vibration, dust, dirt, smoke, fumes, gas, odor, explosion, glare, traffic circulation or other undesirable or hazardous conditions. In addition, where conditional uses involve significant alteration of the landscape or pose potential threats to the scenic quality of the county, reclamation bonds may be required as deemed necessary to ensure reclamation of disturbed sites to their natural, original or other substantially beneficial condition consistent with local plans to the extent practicable, and to protect the county's recreation-base economy, as determined by the County Council. Applicant's may be required to post sufficient security, as deemed reasonably necessary by the County Council, to guarantee that the final reclamation shall be accomplished within one year of the cessation of the permitted activity/facility; a surety bond approved by the County Attorney may be acceptable.

**B.** Conditional use permits may be denied if the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or by the imposition of reasonable conditions to achieve compliance with the criteria of Section 9.11.6.

**C.** Conditions of approval may include a requirement that the applicant submit an annual statement of compliance detailing how the applicant has complied with terms of the permit, including a detailed and specific report on steps taken in the prior year to comply with other applicable local, state and federal requirements and laws. The Administrator shall review and approve such annual statement where the applicant is continuing to comply with the applicable requirements of the Conditional Use Permit. Where the Administrator determines that the applicant is in violation of any requirement of this LUC or conditions of approval, the Administrator shall revoke said permit in accordance with

the requirements of Section 9.11.8. Alternatively, and at the discretion of the Administrator, such permit may be referred to the County Council for review.

#### **9.11.8 Revocation**

The Zoning Administrator may revoke a Conditional Use Permit if it is determined that:

- A.** The applicant has misrepresented any material fact on his or her application, or supporting materials;
- B.** The Conditional Use fails or ceases to comply with applicable standards, conditions or criteria for issuance of a permit;
- C.** The operation of the Conditional Use violates any statute, law, ordinance or regulation; and/or
- D.** The operation of the Conditional Use constitutes a nuisance or poses a real or potential threat to the health, safety or welfare of the public.

#### **9.11.9 Records**

Final action on Conditional Use Permits shall be documented by Resolution of the County Council and a file containing all documents relevant to the application and disposition of such Conditional Use Permits shall be maintained by the County Recorder.

#### **9.11.10 Maximum Density**

The maximum density allowed by Conditional Use Permit shall be no greater than that permitted in the underlying zone district, unless specifically authorized in this LUC.

### **Section 9.12 Constitutional Takings Review and Appeal**

In order to promote the protection of private property rights and to prevent the physical taking or exaction of private property without just compensation, the County Council, the Planning Commission, and the Zoning Administrator shall adhere to the following before authorizing the seizure or exaction of property:

#### **9.12.1 Appeal**

Any owner of private property who believes that his/her property is proposed to be "taken" by an otherwise final action of the County Council, the Commission or the Zoning Administrator may appeal the decision to the Hearing Officer within 30 days after the decision is made. The appeal must be in filed in writing with the County Recorder. The Takings Appeal Board shall hear and approve and remand or reject the appeal within 14 days after the appeal is filed. The Hearing Officer, with advice from the County Attorney, shall review the appeal pursuant to the guidelines in Section 9.12.4. The decision of the Hearing Officer shall be in writing and a copy shall be given to the appellant and to the County Council, the Commission, or Zoning Administrator that took the initial action. The Hearing Officer's rejection of an appeal shall constitute final County action.

#### **9.12.2 Submission Requirements**

The Applicant shall file two (2) hard copies and one (1) electronic copy of a petition requesting a constitutional takings review and of a preliminary title report from a licensed title company or attorney listing the name of the property owner(s) and all liens, easements and judgments of record affecting the subject property. The petition shall be accompanied by or show the following information:

- A.** The street address and legal description of the property affected;

- B.** A detailed description of the grounds for the claim that there has been a constitutional taking and of the property taken;
- C.** Evidence and documentation as to the value of the property, including the date and cost at the date the property was acquired, both before and after the alleged constitutional taking. This should include the name of the party from whom the property was purchased, including the relationship, if any, between the person requesting a review and the party from whom the property was acquired;
- D.** Nature of the prosecutable interest claimed to be affected, such as, but not limited to, fee simple ownership or leasehold interest;
- E.** Terms (including sale price) of any previous purchase or sale or a full or partial interest in the property in the 3 years prior to the date of application;
- F.** All appraisals of the property prepared for any purpose, including financing, offering for sale, or ad valorem taxation, within the 3 years prior to the date of application;
- G.** The assessed value of ad valorem taxes on the property for the previous 3 years;
- H.** All information concerning current mortgage or other loans secured by the property, including the name of the mortgagee or lender, current interest rate, remaining loan balance and term of the loan or other significant provisions, including but not limited to, right of purchasers to assume the loan;
- I.** All listings of the property for sale or rent, price asked, and offers received, if any, within the previous 3 years;
- J.** For income producing property, an itemized income and expense statements from the property for the previous 3 years;
- K.** The County Council or their designee may request additional information reasonably necessary in their opinion, to arrive at a conclusion concerning whether there has been a constitutional taking; and
- L.** A filing fee to cover the cost of review in accordance with the fee schedule adopted by resolution of the County Council.

### **9.12.3 Takings Review Procedure**

Prior to any proposed action to exact or seize property by the County Council, the Commission or the Zoning Administrator, the County Attorney shall review the proposed action to determine if a constitutional taking requiring "just compensation" would occur. The County Attorney shall review all such matters pursuant to the guidelines established in subsection (b) herein. Upon identifying a possible constitutional taking, the County Attorney shall, in a confidential, protected writing, inform the County Council, the Planning Commission, or the Zoning Administrator of the possible consequences of its action. This opinion shall be advisory only and no liability shall be attributed to the County for failure to follow the recommendation of the County Attorney.

### **9.12.4 Takings Guidelines**

The County Attorney shall review whether the action constitutes a constitutional taking under the Fifth or Fourteenth Amendment to the Constitution of the United States, or under Article I, Section 22 of the Utah Constitution. The County Attorney shall determine whether the proposed action bears an essential nexus to a legitimate governmental interest and whether the action is roughly proportionate and reasonably related to the legitimate governmental

interest. The County Attorney shall also determine whether the action deprives the private property owner of all reasonable use of the property. These guidelines are advisory only and shall not expand or limit the scope of the County's liability for a constitutional taking.

#### **9.12.5 Annual Review**

The County Attorney shall review these guidelines annually and recommend changes as warranted by the current status of the law. Nothing herein shall prevent the County Attorney from considering subsequent legal standards established by the legislature or case law after the adoption of this section.

### **Section 9.13 Appeals of Administrative Decisions**

#### **9.13.1 Authority of Hearing Officer**

The Hearing Officer shall have powers and be subject to the limitations of 8.2 of this LUC.

#### **9.13.2 Application for Appeal**

Appeals to the Hearing Officer can be taken by any person aggrieved by any officer, department or board of the County or affected by the decision of the Zoning Administrator. Such appeal shall be taken within 30 days after the decision has been rendered by the administrative officer, by filing with the officer from whom the appeal is taken and with the Hearing Officer, a notice of appeal specifying the grounds thereof. The officer from whom the appeal is taken shall forthwith transmit to the Hearing Officer all the papers constituting the record upon which the action appealed from was taken.

#### **9.13.3 Filing Fee**

A filing fee shall be submitted to cover the cost of review and processing with every appeal in accordance with the fee schedule adopted by resolution of the County Council.

#### **9.13.4 Stay of Proceedings**

An appeal shall stay all proceedings of the action appealed from unless the officer from whom the appeal is taken certifies to the Hearing Officer after the notice of appeal shall have been filed with him or her that by reason of facts stated in the certificate, a stay would, in his or her opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed, otherwise than by a restraining order that may be granted by the Hearing Officer or by a court of record on application on notice to the officer from whom the appeal is taken and on due cause shown.

#### **9.13.5 Hearing and Notice**

The Hearing Officer shall fix a reasonable time for the hearing of an appeal, and give the public notice as follows.

#### **9.13.6 Public Notification**

Public notice shall be made in accordance with the requirements of Section 9.1.8, Required Public notices.

#### **9.13.7 Appeals to Court**

Every decision of the Hearing Officer shall be subject to review by Certiorari, as provided by Rule 106(a)(4) Utah Rules of Civil Procedure. Such appeal may be taken by any person aggrieved or by an officer, department, or board the County. Such appeal shall be taken within such time as provided by the Utah Rules of Civil Procedure. A notice of appeal, in writing, specifying the grounds for such an appeal, shall also be filed with the Hearing Officer within 30 days of the final written Hearing Officer decision.

## **Section 9.14 Variances**

### **9.14.1 Purpose**

Variances are deviations or modifications of dimensional standards of Article 5, Lot Design Standards, including front-, side- and rear-yard (setbacks), lot width, area, and height, of the applicable zone district where development is proposed that would not be contrary to the public interest and, due to special physical site conditions, a literal enforcement of the provisions of Article 5, would result in unnecessary hardship. Variance or modification of such dimensional standards may be permitted as may be necessary to secure appropriate development of a parcel of land that differs from other parcels in the district by being of such restricted area, shape or slope so that it cannot be appropriately developed without such variance or modification.

### **9.14.2 Authority**

The Hearing Officer, in accordance with the procedures, standards and limitations of this section, shall approve, approve with conditions or disapprove an application for a variance after receiving a recommendation from the Zoning Administrator.

### **9.14.3 County Council Approval of Variances**

Alternatively and in conjunction with the review of subdivision applications, the County Council shall be authorized to grant variances subject to the requirements of this Section 9.14, Variances.

### **9.14.4 Procedure**

#### **A. Submittal Requirements**

1. The Applicant shall file two (2) hard copies and one (1) electronic copy of an application, or more if specified by the Zoning Administrator, requesting a variance. The application shall be accompanied by or show the following:
2. The street address and legal description of the property affected;
3. A site plan and any and all other information necessary to clearly demonstrate eligibility for the requested variance based upon the required findings in Section 9.14.5. below; and
4. A filing fee to cover the cost of review in accordance with the fee schedule adopted by resolution of the County Council.

#### **B. Notification Requirements**

Notification requirements for variances shall be as follows:

##### **1. Publication**

The County shall cause notice of the public hearing to be given by publication in a newspaper of general circulation (with distribution of the notice to all other local news media without any requirement for publication) in Grand County. Such notice shall state the time and place of such hearing and the nature of the subject to be considered, which time shall not be earlier than 15 days from the date of publication.

##### **2. Posting**

The Applicant shall post a sign, provided by the County, noticing the public hearing in a prominent place on the land area proposed for a variance with a notice of the hearing at least 15 days prior to the hearing. Such notice shall describe the change proposed;

the time, date, and place of the public hearing; and the name, address, and phone number of the Applicant.

### **3. Public Hearing**

A public hearing shall be held on an application for a variance. At the public hearing the Hearing Officer shall consider the application, the staff report, the relevant support materials and the public testimony given at the public hearing. After the close of the public hearing, the Hearing Officer shall vote to approve, approve with conditions or disapprove the application for a variance, pursuant to the requirements of Section 9.14.5.

### **4. Notice of Decision**

The Zoning Administrator shall provide a copy of the decision to the applicant by mail within 10 days of the final decision.

#### **9.14.5 Required Findings**

In exercising its power to grant a variance in accordance with this LUC, the Hearing Officer shall make finding and show in its minutes that:

- A.** There are special circumstances existing on the property on which the application is made related to size, shape, area, topography, surrounding conditions and location that do not apply generally to other property in the same area and zone district;
- B.** That a variance is necessary to permit the applicant the same rights in the use of this property that are presently enjoyed under this LUC, by other properties in the vicinity and zone, but which rights are denied to the subject property;
- C.** That the granting of the variance on the specific property will not be inconsistent the General Plan of Grand County;
- D.** That the variance, if granted, will be no material detriment to the public welfare or injury to the use, enjoyment or value of property in the vicinity;
- E.** That such unnecessary hardship has not been created by the applicant; and
- F.** That the proposed use is a permitted use in the underlying zone district.

#### **9.14.6 Conditions**

The Zoning Administrator may recommend, and the Hearing Officer may impose, such conditions on a Variance Permit as are necessary to accomplish the purposes of this LUC, to prevent or minimize adverse impacts upon the public and neighborhoods and to ensure compatibility. These conditions may include but are not limited to limitations on size, bulk and location; standards for landscaping, buffering and screening, lighting and adequate ingress and egress; cash deposits, bonds and other guarantees of deposit; other on-site improvements; and limitations on the duration of the permit or hours of operation.

#### **9.14.7 Effect of Variance Permit**

##### **A. General**

Issuance of a Variance Permit shall authorize only the particular variation that is approved in the Variance Permit. A Variance Permit shall run with the land.

##### **B. Time Limit**

Unless otherwise specified in the variance approval, an application to commence construction of the improvements that were the subject of the variance request must be applied for and approved within 12 months of the date of the approval of the variance; otherwise the variance shall automatically become null and void. Permitted time frames do not change with successive owners. Upon written request, only one extension of the 12-month time frame may be granted by the Hearing Officer for a period not to exceed 12 months for good cause shown.

## **Section 9.15 Sign Permits**

### **9.15.1 Permits**

**A.** It shall be unlawful to erect, construct, reconstruct, alter, paint, or repaint, or change the use of any sign as defined in this section without first obtaining a sign permit; however, a sign permit shall not be required to repaint a sign exactly as it was permitted for the purpose of maintenance.

**B.** A one-time sign permit fee according to the International Building Code Permit Fee schedule shall be charged for each sign.

### **9.15.2 Sign Permit Application**

Application for a sign permit, where such permit is required by Section 6.5, Signs, shall be made upon forms provided by the Grand County and shall include the following information:

**A.** A drawing to scale of the proposed sign.

**B.** A drawing to scale of the site plan or building facade showing the proposed location of the sign.

**C.** Name, address and telephone number of the Applicant.

**D.** Name, address and telephone number of the owner.

**E.** Name, address and telephone number of the person or firm responsible for the erection of the sign.

**F.** Location of the building, structure or tract to which, or upon which, the sign is to be attached or erected.

### **9.15.3 Sign Permit Standards**

Sign permits shall be approved upon determination that the proposed sign(s) will be consistent with the standards of Section 6.5, Signs.

## **Section 9.16 Temporary Use Permits**

### **9.16.1 General**

Temporary use permits shall be issued by the Planning Commission, subject to the following provisions.

### **9.16.2 Zoning**

The use for which the permit is requested shall be authorized as a temporary use in the district in which the use is to be located.

### **9.16.3 Application**

Application for a temporary use permit shall be made on forms provided by the zoning administrator.

#### **9.16.4 Conditions**

The Applicant shall meet all conditions for such temporary use permit set forth in this LUC.

#### **9.16.5 Time Limit**

A time limit for the discontinuance of the temporary use shall be specified on the temporary use permit.

### **Section 9.17 Site Plan Review**

#### **9.17.1 Applicability**

Prior to the issuance of a zoning development permit or building permit for any commercial or multi-family development in any zone district, there shall be submitted to the Planning Commission for its approval a site plan.

#### **9.17.2 Purpose**

The purpose for Site Plan Review is to assist the building inspector with zoning review, which must be accomplished prior to the issuance of a zoning development permit and building permit. In this one-step review, the Planning Commission reviews proposed developments for conformance with the General Development Standards of Article 6, and applicable zoning requirements of this LUC.

#### **9.17.3 Submission Requirements**

The developer or owner shall submit the site plan drawn to an acceptable scale and with adequate copies. The scale and number of copies shall be that deemed necessary by the Zoning Administrator. The site plan shall include the following:

- A.** Parking, loading, and refuse areas;
- B.** Access ways, including points of ingress, egress;
- C.** Sidewalks and trails;
- D.** Fences and walls;
- E.** Location and dimensions of structures and signs;
- F.** Location and type of outdoor lighting;
- G.** Typical elevations of such buildings;
- H.** Landscaping and screening;
- I.** Topography;
- J.** Specific areas proposed for specific types of land use;
- K.** Lots or plots;
- L.** Any areas with slopes in excess of 30 percent;
- M.** Any areas in a natural drainage or the 100 year floodplain;
- N.** Existing and proposed easements, areas proposed for public dedication; and
- O.** Building footprint(s), water and sewer lines, easements and drainage improvements in Digital Format; if available. Digital information shall be provided in the latest version of AutoCAD, or other format compatible with the County GIS as may be

specified by the Zoning Administrator (currently preferred in State Plane Coordinates - Utah Central Zone or the Valley Coordinate System) with all measurements stated in feet.

#### **9.17.4 Action of Commission**

**A.** The Planning Commission consideration shall include the General Development Standards of Article 6, the requirements of the underlying zone district, and other aspect deemed by the County Planning and Zoning Commission necessary to consider in the interest of promoting the purposes of this LUC.

**B.** In the approval or disapproval of the site plan, the Planning Commission shall not be authorized to waive or vary conditions and requirements contained in this LUC.

**C.** Building permits in conformance with site plan. It shall be unlawful to issue a building permit prior to the approval of the site plan by the Planning Commission. No building permit shall be issued except in conformity with the approved site plan or in accordance with authorized minor changes, including all conditions of approval applied by the Planning Commission.

#### **9.17.5 Minor Changes**

Subsequent to approval of a site plan, minor changes may be authorized by the Zoning Administrator when such minor changes will not cause any of the following to occur:

- A.** A change in the character of the development;
- B.** An increase in the intensity of use;
- C.** A reduction in the originally approved separations between buildings;
- D.** An increase in the external effects, including that of outdoor lighting, on adjacent property;
- E.** A reduction in the originally approved setbacks from property lines;
- F.** An increase in the problems of circulation, safety and utilities;
- G.** An increase in the height of such buildings;
- H.** An increase of more than 20 percent or a 1,000 square feet, whichever is less, in ground coverage by structures;
- I.** A reduction in the offstreet parking;
- J.** A change in the subject, size, lighting or orientation of originally approved signs; or
- K.** A decrease in the percentage of landscaping required.

### **Section 9.18 Zoning Development Permits**

#### **9.18.1 Applicability**

**A.** No building permit may be issued and no person(s) may engage in any development (including grading) within the incorporated area of Grand County without obtaining an appropriate Zoning Development Permit. The Zoning Administrator shall require that every application for a development permit be accompanied by two (2) copies of a plan or plat showing the building, structure, or sign in sufficient detail to enable the Zoning Administrator to ascertain whether the proposed construction, reconstruction or conversion, moving and/or alteration is in conformance with the provisions of the applicable zone district and this LUC.

**B.** No Zoning Development Permit shall be issued for a building or structure on a lot which abuts a street and located on the side thereof from which all dedication has not been made according to the street plans and standards as adopted from time to time by Grand County.

**9.18.2 Revocation of Zoning Development Permits**

Failure to comply with any condition(s) of approval, as determined by the County Council, shall result in inability to obtain any rights granted conditionally thereunder, and County revocation of the Zoning Development Permit upon 30 day notice to the Developer and opportunity for hearing and County determination of non-compliance with conditions.

**9.18.3 Denial of Zoning Development Permit**

If an application for a Zoning Development Permit is not approved, the Zoning Administrator shall return the Zoning Development Permit to the applicant with a written statement detailing the reasons for such disapproval.

**9.18.4 Conflict**

Any zoning permit or building permit issued in conflict with the provisions of this LUC shall be null and void, and may not be construed as waiving any provision of this LUC.

**Section 9.19 Certificates of Occupancy**

**9.19.1 Applicability**

No building hereafter erected, converted or structurally altered shall be used or occupied and no land or nonresidential building may be changed in use unless or until a certificate of occupancy shall have been issued by the Building Official of Grand County stating that the building or proposed use of land or building complies with the provisions of this LUC and other building and health laws of Grand County.

**9.19.2 Application**

A certificate of occupancy shall be applied for coincident with the application for a Building Permit and will be issued within 10 days after the completion of the erection, alteration or conversion of such building or land provided such construction or change has been made in complete conformity to the provisions of this LUC.

**9.19.3 Record**

A record of all certificates of occupancy shall be kept on file in the office of the Building Official, and copies shall be furnished, on request, to any person having a proprietary or tenancy interest in the land or building affected.

**From:** [Bonita Kolb](#)  
**To:** [Zacharia Levine](#)  
**Subject:** message from Bonita Kolb  
**Date:** Thursday, April 7, 2016 12:34:51 PM

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Hi, Zacharia,

We would like to share some concerns with you prior to your upcoming planning commission meeting on Wed.

Article 9.1.8 section B of the LUC is supposed to be on your agenda. It describes the Notice Requirements relating to zone change requests. We hope that the County will continue to inform citizens through a Public Notice in the Times Independent. We feel that this is the most reliable means of reaching concerned parties that might be effected by a zoning change.

Regarding the practice of mailing a notice to the residence of neighbors who's properties border the potential re-zone, we do not favor this as an alternative to a Public Notice listed in the paper. The current practice of mailed notices requires that a notice be mailed to any neighbors within 100feet of the parcel requesting a zone change. This is appropriate for a city residential area, but much less for a rural community. If this mailing is to be effective that distance should be expanded to no less than 1 mile. In our neighborhood in Spanish Valley, homes/properties are frequently seperated by large fields and acre+ lots. For instance the Carmichael property is fully one third mile from our door. However, our neighborhood will be significantly effected by the eventual developement of that property. There are a number of other large parcels in the area, that are far more than 100 feet from residential property lines. I'm sure our little neighborhood is not alone in this. Thanks for your time & attention!

We are following the consideration of Tiny Houses with great interest. We also hope that the county will eventually require developers to include affordable housing units or to contribute to affordable housing efforts thru fees.

Bonita & Ken Kolb

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**AUGUST 18, 2016**

Agenda Item: P

<b>TITLE:</b>	Approving proposed letter to Congressman Bishop clarifying Grand County's position on the draft Public Lands Initiative (PLI)
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER(S):</b>	Chairwoman Tubbs

**Prepared By:**

Chairwoman Tubbs  
[etubbs@grandcountyutah.net](mailto:etubbs@grandcountyutah.net)  
(435) 259-1342

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**RECOMMENDATION:**

I move to approve the proposed letter to Congressman Bishop clarifying Grand County's position on the draft Public Lands Initiative (PLI) and authorize the Chair to sign all associated documents.

**BACKGROUND:**

In April of 2015 Grand County submitted its' recommendations regarding land use designations for inclusion in the PLI to Congressman Bishop and Congressman Chaffetz. This included maps as well as management objectives for different land use designations. In early 2016, the Congressional delegation delivered a Draft Bill to all of the participating counties. The Draft maps and designations departed substantially from what had been submitted by Grand County. The County Council submitted a letter to the delegation in March of 2016, reiterating the recommendations in the initial submission and listing a few specific areas of great concern. The County has received no official response from the Congressman.

Recently we were informed that a meeting of the delegation and the White House took place and that the outcome was very positive. The delegation is reportedly in the process of setting up meetings with Counties to provide information on the outcome.

The County is not, at this point, privy to what has been included or omitted in the Draft legislation in its' move to Washington. For this reason Grand County believes it is important to restate our position regarding the PLI.

**ATTACHMENT(S):**

1. Draft letter to be provided.

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**MAY 17, 2016**

Agenda Item: R

<b>TITLE:</b>	Approving Council Membership/Subscription Renewals for 2016-2017
<b>FISCAL IMPACT:</b>	\$1,400 is budgeted for 2016 Council Subscriptions & Memberships
<b>PRESENTER(S):</b>	Ruth Dillon, Council Administrator

**Prepared By:**

Ruth Dillon  
 Council Administrator  
 (435) 259-1347  
 rdillon@grandcountyutah.net

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**RECOMMENDATION:**

I move to approve payment from the Council Subscriptions & Memberships line item, as proposed, for renewal of the following:

Organization	Annual Amount	Council Budget	Status
<b>Moab Chamber of Commerce</b>	\$275	Subscriptions & Memberships	Needs renewal 5/2016
<b>National Association of Counties (NACo)</b>	\$450	Subscriptions & Memberships	Paid based on 2015 approval
<b>Public Lands News</b>	\$297	Subscriptions & Memberships	Needs renewal as of 1/2016
<b>Federal Parks &amp; Recreation</b>	\$257	Subscriptions & Memberships	Needs renewal as of 1/2016
<b>Total Proposed</b>	<b>\$1,279.00</b>		
<b>Subscription &amp; Memberships Budget</b>	<b>\$1,400.00</b>		
<b>Balance</b>	<b>= \$121.00</b>		

**BACKGROUND:**

The subscriptions/memberships listed in the table above were approved by Council on February 17, 2015.

**ATTACHMENT(S):**

1. Moab Area Chamber of Commerce Invoice
2. NACo Grand County Membership Dues
3. Resources Publishing Co. - Public Lands News
4. Resources Publishing Co. - Federal Parks & Recreation



Moab Chamber of Commerce  
 217 E Center Street, Suite #250  
 Moab, UT 84532  
 (435) 259-7814 | fax: (435) 259-8519  
 info@moabchamber.com

# Invoice

Invoice Date: 4/26/16  
 Invoice Number: 1571

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

Thank you for supporting the chamber!

Renewal Period: May 2016 - April 2017

Terms: Net 30  
 Due Date: 5/25/16

Description	Quantity	Rate	Amount
Basic Membership includes referrals; listing in Membership Directory; public meeting and community events info; membership announcements and activities; training and professional growth info; member's events, hot deals, and job announcements posted on Chamber website.	1	\$275.00	\$275.00
Subtotal:			\$275.00
Tax:			\$0.00
Total:			\$275.00
Payment/Credit Applied:			\$0.00
Balance:			\$275.00

*Keep this portion for your records*

Please return this portion with your payment

**FROM:**  
 Grand County Council  
 Ruth Dillon  
 125 East Center  
 Moab, UT 84532

Invoice # 1571  
 Amount Due: \$275.00

Please remit payment to:  
 Moab Chamber of Commerce  
 217 E Center Street, Suite #250  
 Moab, UT 84532

Amount Paid \$ \_\_\_\_\_



**National Association of Counties**  
**PO Box 79007**  
**Baltimore, MD 21279-0007**  
 Phone: 888.407.NACo (6226) x291  
 Direct: 202.942.4291  
 Fax: 866.467.1825  
 EIN# 53-0190321

RECEIVED  
 DEL 11 2015  
 GRAND COUNTY

ID: 49019  
 Ms. Diana Carroll  
 Clerk/Auditor  
 Grand County  
 125 E Center St  
 Moab, UT 84532-2429

**Statement**

Invoice #: 132452  
 Invoice Date: 9/20/2015

**Description**

**Dues Amount**

**County Membership Dues**

01/01/2016 - 12/31/2016

\$450

NACo knows you have a difficult job. Counties are continually asked to do more with less. Federal unfunded mandates and unnecessary regulations make your job harder. But you aren't working on this alone, NACo is here to help.

With our tireless advocacy for county interests in Washington, DC, our essential cost-saving tools to save your county money and data-driven research into county solutions, NACo believes that stronger counties lead to a stronger America.

Membership in NACo connects you with an important support network to help you excel in county government. Please return this Statement to renew your membership for 2016 and submit the enclosed Here to Help You card to connect with all of NACo's programs and resources.

If you need additional information, please contact Alex Koslinsky-Palocz, Membership Coordinator, at 1-888-407-NACo (6226) x291 or e-mail [akpalocz@naco.org](mailto:akpalocz@naco.org)

Amount Paid:	\$0
<b>Amount Due:</b>	<b>\$450</b>

*Paid in 2016*

◆ PLEASE DETACH AND RETURN WITH PAYMENT ◆

ID: 49019  
 Ms. Diana Carroll  
 Grand County  
 125 E Center St  
 Moab, UT 84532-2429

**Invoice #: 132452**

**Remit Payment To:**  
 National Association of Counties  
 PO Box 79007  
 Baltimore, MD 21279-0007

**Select the Method of Payment on Reverse Side**

We encourage you to submit payments electronically by ACH credit  
 Bank Routing# (ABA) - 021052093 Account# 93404817

**Bryony Chamberlain**

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**From:** Public Lands News <james@publiclandnewsletter.com>  
**Sent:** Tuesday, January 05, 2016 8:14 AM  
**To:** Council  
**Subject:** Public Lands News renewal due

Account: PL #9795

Your subscription to *Public Lands News* is about to expire.

Dear Subscriber:

Your last issue of *Public Lands News* follows shortly. Remember. . . renewal is not automatic. We need your authorization.

Your renewed subscription will extend:

From: March 1, 2016  
Expire: February 28, 2017

You may reactivate your subscription 1. By mail; 2. By a phone call to (703) 553-0552 (Visa and MasterCard accepted); or 3. By FAX to (703) 553-0558.

**Renew today!**  
1 years \$297  
2 years \$535

Cordially,  
Gerrie Castaldo  
Subscription Manager

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---	--

# Bryony Chamberlain

---

**From:** Federal Parks & Rec <james@federalparksandrec.com>  
**Sent:** Tuesday, January 05, 2016 7:34 AM  
**To:** Council  
**Subject:** Federal Parks & Rec renewal due

Account: FP #9527

## LAST ISSUE!

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Your subscription to *Federal Parks and Recreation* is about to expire.

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From: March 1, 2016  
Expire: February 28, 2017

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Cordially,  
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**CONSENT AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**MAY 17, 2016**

Consent Agenda Item: S-T

<b>TITLE:</b>	S. Approving proposed contract amendment No. 1 between the State of Utah Administrative Office of the Courts and Grand County for Bailiff and Security Services for July 1, 2016 through June 30, 2017  T. Ratifying the Chair's signature on a letter of support submitted on behalf of the Moab Small Business Development Center and Business Resource Center for a Business Expansion and Retention (BEAR) grant proposal
<b>FISCAL IMPACT:</b>	See Corresponding Agenda Summary, if any
<b>PRESENTER(S):</b>	None

**Prepared By:**

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

**RECOMMENDATION:**

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

**BACKGROUND:**

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

**FOR OFFICE USE ONLY:**

**Attorney Review:**  
N/A

**ATTACHMENT(S):**

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

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**

**MAY 17, 2016**

Agenda Item: S

<b>TITLE:</b>	Approving proposed contract between the State of Utah Administrative Office of the Courts and Grand County for Bailiff and Security Services July 1, 2016 through June 30, 2017
<b>FISCAL IMPACT:</b>	County Receives \$17,555
<b>PRESENTER(S):</b>	Sheriff White

**Prepared By:**

Bryony Chamberlain  
Council Office  
Coordinator

**FOR OFFICE USE ONLY:**

**Attorney Review:**

None Requested

**RECOMMENDATION:**

I move to approve the proposed contract between the State of Utah Administrative Office of the Courts and Grand County for bailiff and security services July 1, 2016 through June 30, 2017, and authorize the Chair to sign all associated documents.

**BACKGROUND:**

The Sheriff has reviewed and approves of the proposed contract and requests that the contract be approved by Council.

**ATTACHMENT(S):**

1. Proposed Contract



## Seventh Judicial District

Terri Yelonek  
Court Executive

Seventh District Court  
Seventh District Juvenile Court

April 28, 2016

Re: FY17 Security Contract

Dear Sheriff White,

Please find included with this letter, the new security contract for fiscal year 2017. This contract will be effective on July 1, 2016. Please review the document with the County Attorney, the County Commission and obtain the necessary signatures to complete the contract agreement. Please return the signed document to me before May 27<sup>th</sup> so that I can forward the contract to the Administrative Office of the Courts to be finalized timely.

Thank you,

Terri Yelonek,  
7<sup>th</sup> Judicial District  
Trial Court Executive



STATE OF UTAH
CONTRACT

CONTRACT # 152088 AMENDMENT # 1

Table with 4 columns: Vendor#, 22710H, CommCd, 00000

TO BE ATTACHED TO AND MADE PART OF the above numbered contract by and between the State of Utah, Administrative Office of the Courts, referred to as State and Grand County Sheriff.

THE PARTIES AGREE TO THE CONTRACT AS FOLLOWS:

- 1. Contract period: 07/01/16 Effective Date
06/30/17 Termination Date unless terminated early or extended in accordance with the terms and conditions of this contract.
Renewal options: Unlimited (they are required by statute to provide these services). All payments under this contract will be completed within 90 days after the Termination Date.

2. Contract amount:

Table with 5 columns: Item, Hrs Allotted, Hrly Rate, Contract Amt, Total. Rows: Bailiff Security, Perimeter Security.

- 3. Attachment A: Terms & Conditions: Utah Code Reference numbers updated sections 1 and 9; Wording change section 5
All other conditions and terms in the original contract and amendments remain the same.

4. Contact Information:

Courts: Seventh District & Juvenile Court County: Grand County Sheriff
Attn: Terri Yelonek Attn: Steven White
Addr: 149 East 100 South Addr: 25 South 100 East
City/Zip: Price 84501 City/Zip: Moab 84532
Phone: 435 636-3400 Phone: 435 259-8115
E-mail: terriy@utcourts.gov E-mail: swhite@grandcountysheriff.org

IN WITNESS WHEREOF, the parties sign and cause the contract to be executed.
COUNTY AOC

County Commission
[Signature] 5/19/16
County Sheriff

State Court Administrator or Designee

District Court Executive

County Attorney

Juvenile Court Executive

- LEGAL STATUS OF CONTRACTOR
Sole Proprietor
Non-Profit Corporation
For-Profit Corporation
Partnership
X Government Agency

Court Counsel

Availability of Funds

State Division of Finance

## **ATTACHMENT A: TERMS AND CONDITIONS – Bailiff and Security Contracts**

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 11-13-101 commonly referred to as the Inter-local Cooperation Act, 17-22-2, 17-22-27 and UC78A-2-602.
2. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
3. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
4. **TERMINATION:** This contract may be terminated in advance of the specified expiration date, by either party, upon ninety (90) days written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Termination shall not affect the rights and duties of either party as may be required by law.
5. **NONAPPROPRIATION OF FUNDS:** The provision of this contract placing an obligation upon the State to compensate the Sheriff for services is contingent upon, and limited to the extent that, funds are appropriated and available for this purpose by the Legislature. The State will actively seek adequate funding from the Legislature to fulfill the obligations of this contract. In the event that funds are not appropriated or otherwise available to honor the terms of this contract, the State may renegotiate the agreement or may terminate the agreement without penalty upon 30 days written notice to the Sheriff.
6. **INDEMNIFICATION:** The State shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of State employees in connection with the performance of this contract. The County shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the County in connection with the performance of this Contract. The County shall indemnify and hold the State free and harmless from all claims that arise as a result of the negligence or fault of the County, its officers, agents and employees. The obligation of a party to indemnify the other pursuant to any provision of this agreement is subject to the terms and conditions of the Governmental Immunity Act of Utah, UCA 63G-7-101*et seq.*, including, but not limited to, the liability limits contained therein.
7. **EMPLOYMENT STATUS:** All persons performing duties under the terms of this Contract shall be County employees and shall have no right to any state pension, civil service, workers' compensation, unemployment or any other state benefit for services provided hereunder. The County will have full supervision authority, subject to the Scope of Work, over all persons employed to carry out the requirements of this Contract.
8. **PAYMENT:** Payments are normally made within 30 days following the date a correct invoice is received. All invoices must be submitted in an approved format.
9. **COMPENSATION:** The compensation paid by the State to the County pursuant to this Agreement shall be used only for the services provided pursuant to the Agreement, and County shall not have the authority or right to use such funds for other purposes. The State shall compensate the County for salary and benefits of sworn officers in conformance with the provisions of Sections 17-22-2, 17-22-23, 17-22-27 and UC78A-2-602, and Rule 3-414 of the Code of Judicial Administration. This agreement shall not serve to compensate County for costs related to security administration, supervision, travel, equipment and training.
10. **EQUIPMENT:** The equipment used by County personnel shall be provided and maintained by the County except for elements of the security systems (i.e. magnetometers, surveillance and other monitoring devices) provided by the State.

11. **NOTICE:** The Sheriff shall respond to a request for assistance with additional law enforcement personnel and services, without compensation, upon the occurrence of a breach of peace or when a security problem is anticipated.
12. **PROBLEM RESOLUTION:** The State's designated representative or representatives shall have the right, upon request, to meet and confer with the Sheriff, and/or his designated contract representatives, to discuss any problems arising from the Sheriff's performance or the individual deputies performing services under this Agreement, the costs for future periods under this contract, or any other issues related to this contract.
13. **CONTINUITY OF COURT OPERATIONS:** The Sheriff shall continue to provide bailiff and security services to the State if a natural disaster or other disruption forces the Court to modify its operations or convene at an alternate site(s) within the County.
14. **SECURITY INCIDENT REPORTING:** The Sheriff shall report all breaches of security, criminal acts, or threats to the Court or court personnel to the Local Security Coordinator. Such incidents include, but are not limited to: threats, suspicious incidents, vandalism, theft/burglary/robbery, medical assists and assaults. The Sheriff further agrees to provide a written report of the incident to the Local Security Coordinator on the Sheriff's standard departmental report form or on a Court Security Incident form provided by the local Security Coordinator. This will be completed as soon as is reasonably possible after the incident.
15. **SECURITY REVIEWS:** The Sheriff will cooperate with the Court Security Director and Court Facilities Manager in conducting periodic court security reviews to determine compliance with physical and procedural security standards and will assist in correcting any deficiencies identified. To the extent possible, the Sheriff will implement the standards set forth in the Model Post Orders document (as applicable) dated March, 2014, and provided by the Courts.
16. **TRAINING:** The Sheriff agrees to send bailiffs and court security officers to the 16 hours of basic court security training provided free-of-charge by the Court, as soon as possible after their appointment.
17. **ENTIRE CONTRACT:** This Contract, including all Attachments and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised 04/22/2016)



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

May 3, 2016

To Whom It May Concern:

The Grand County Council recognizes the importance of economic development as a strategy to enhance quality of life for our residents and improve the long-term resilience of our community. In particular, the Council is supportive of efforts to identify and create business opportunities that complement our area's well-established recreation and tourism industry. Expanding nascent activities and creating new industry clusters in the Moab area will bring balance to our employment opportunities, income potentials, and revenue sources.

Grand County is pleased to support the Rural Business Expansion and Retention (BEAR) proposal submitted by Ms. Elizabeth McCue, Director of the Moab Small Business Development Center and Business Resource Center. The stated purpose of the grant request is "to develop evidence-based planning and direction, strategic program development and effective implementation to begin to diversify and balance the economy of Moab, Utah."

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Tubbs".

Elizabeth A. Tubbs

Grand County Council Chair

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**

MAY 17, 2016  
Agenda Item: U

<b>TITLE:</b>	Public Hearing to Hear Public Comment on a Proposed Resolution Approving a Conditional Use Permit application for Red Cliffs RV Park, located at 1151 S. Highway 191, in a Highway Commercial Zone District
<b>FISCAL IMPACT:</b>	none
<b>PRESENTER(S):</b>	Community Development Department

**Prepared By:**

Mary Hofhine  
Community  
Development  
Department

**FOR OFFICE REVIEW  
ONLY:**

**Attorney Review:**

N/A

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.

**RECOMMENDED MOTION:**

Move to adopt the proposed resolution approving a conditional use permit for Red Cliffs RV Park with the following conditions:

1. Applicant shall provide cut sheets for all exterior lighting to comply with Sec. 6.6 of the Grand County Land Use Code at building permit;
2. Due to the proximity to residential properties, two policies shall be instituted:
  - a. No outside burning, and
  - b. Noise curfew of 10:00 p.m.

**STAFF RECOMMENDATION**

Approval

**BACKGROUND:**

See attached staff report.

**ATTACHMENT(S):**

1. Proposed Resolution
2. Staff Report
3. Site Plan
4. Aerial
5. Agency Signature
6. Horrocks drainage approval dated 4/13/16

**RESOLUTION \_\_\_\_\_ 2016**

**A RESOLUTION OF THE GRAND COUNTY COUNCIL  
APPROVING A CONDITIONAL USE PERMIT FOR  
RED CLIFFS RECREATION VEHICLE PARK**

**WHEREAS**, Colin Fryer (Applicant) is the property owner and project developer of Parcel No. 02-0007-0103 located in Grand County, Utah;

**WHEREAS**, the property consists of approximately .62 acres of undeveloped land located at 1151 So. Highway 191, (end of A-1 Storage Lane) in Grand County, Utah;

**WHEREAS**, the subject property is zoned Highway Commercial (HC) as more specifically described in the LUC;

**WHEREAS**, the Applicant has submitted a conditional use permit application for a Recreational Vehicle Park and Campground to include RV full hook-up spaces, manager's residence, office space, and additional overflow parking;

**WHEREAS**, the Applicants have met the requirements of the LUC for the HC zone district, the Conditional Use Permit criteria, as well as the use-specific standards for Recreational Vehicle Parks and Campgrounds, as submitted;

**WHEREAS**, the Grand County Planning Commission reviewed the subject application in a public hearing on May 3, 2016 and recommended approval to the County Council with the following conditions;

1. **Lighting Cut Sheets.** Applicant shall provide cut sheets for all exterior lighting to comply with Sec. 6.6 of the Grand County Land Use Code;
2. **Compatibility to Surrounding Residential Areas.** Due to the proximity to residential properties, two policies shall be instituted:
  - a. No outside burning, and
  - b. Noise curfew of 10:00 p.m.

**WHEREAS**, due notice was given that the County Council would meet to hear and consider this application in a public hearing on May 17, 2016; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Grand County Council hereby approves the Conditional Use Permit for Red Cliffs RV Park as illustrated on the Site Plan dated March 24, 2016 from Keogh Roesnberg, attached as Exhibit "A" with the following conditions:

1. Applicant shall provide cut sheets for all exterior lighting to comply with Sec. 6.6 of the Grand County Land Use Code at building permit;
2. Due to the proximity to residential properties, two policies shall be instituted for the site:
  - a. No outside burning, and
  - b. Noise curfew of 10:00 p.m.

**APPROVED** by the Grand County Council in open session this \_\_\_\_ day of May, 2016 by the following vote:

*Those voting aye:* \_\_\_\_\_

*Those voting nay:* \_\_\_\_\_

*Absent:* \_\_\_\_\_

**ATTEST**

**Grand County Council**

\_\_\_\_\_  
Diana Carroll, Clerk/Auditor

\_\_\_\_\_  
Elizabeth Tubbs, Chair

DRAFT



# STAFF REPORT -

**MEETING DATE:** May 17, 2016  
**TO:** Grand County Council  
**FROM:** Community Development Department  
**SUBJECT:** Conditional Use Application Red Cliffs RV, Colin Fryer Applicant

## **PLANNING COMMISSION RECOMMENDATION**

The Grand County Planning Commission reviewed the referenced application in a public hearing on April 27, 2016 and forwarded a favorable recommendation to the County Council.

1. **Lighting Cut Sheets.** At building permit application the Applicant shall provide cut sheets for all exterior lighting to comply with Sec. 6.6 of the Grand County Land Use Code.
2. **Compatibility to Surrounding Residential Areas.** Due to the proximity to residential properties, two policies shall be instituted:
  - a. No outside burning, and
  - b. Noise curfew of 10:00 p.m.

## **BACKGROUND**

### **A. General**

This application is submitted by property owner and project developer, Colin Fryer (Applicant). The subject site is zoned Highway Commercial (HC) and consists of approximately 0.62 acres. The Applicant is developing a small RV/campground with full-service sites located off Highway 191 on an approximately 40 foot unmaintained right of way. Surrounding properties are zoned HC and includes commercial and single-family residential uses.

The applicant is requesting a conditional use permit and site plan approval for a campground and recreational vehicle (RV) park (LUC Sec. 3.2.2.L). The proposed site plan includes:

- Existing 1,040 square foot home,
- 6 full service RV/trailer sites,
- Storage shed,
- additional parking stalls,
- enclosed trash
- Sec. 6.10 Compatibility Standard, the application will provide compliant fencing to accomplish the screening requirement.

### **Campground & General Development Standards**

#### **Campground Use-specific Standards**

Recreational vehicle/ camp parks are a conditional use in the HC zone district. The application complies with the use-specific standards developed for campgrounds found in Use Specific Standards 3.2.3L

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

Site plan demonstrates compliance with this requirement.

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

Site plan demonstrates compliance with this requirement.

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

No cabin sites are proposed

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

Each space is 30 feet in width.

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

All utilities are available to the site. GWSSA and RMP have approved the proposal.

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

RV spaces are full hook-up, which includes water, sewer, and power.

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

This lot is unique in that this tract does not have a bounding property line on a street, only an easement from a non-maintained right of way. The landscaping standards are to create an attractive appearance along streets and highways as a screening device. This site would not accomplish that purpose.

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

Site plan demonstrates compliance with this requirement, there are no trees on the site and the Applicant will need to plant and irrigate trees to accomplish this purpose.

#### **Site Plan & General Development Standards**

##### *A. Parking, Loading, and Refuse Areas*

Each RV space has parking. Additionally, the central parking area meets the specifications for required number of spaces per the land use code:

2 spaces / residential dwelling = 2 spaces

##### *B. Driveways and Access*

Facility ingress and egress is off a 40 foot non-maintained right of way. Fire Department has approved the site. The Applicant has contacted UDOT for an encroachment permit

##### *C. Fences and Walls*

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

##### *D. Signs*

No signage is being proposed

##### *F. Lighting*

The Applicant shall provide cut-sheets meeting the requirements of Sec. 6.6, Lighting prior to building permit approval.

##### *G. Drainage*

Sec. 6.7 Drainage, the applicant is not proposing more than 7,000 square feet of impervious area, a drainage waiver was approved by the County Engineer.

##### *H. Compatibility Standards and Landscaped Screening*

The entire property is bound by the HC zone district; the southwest and northwest boundaries have single family homes. The applicant plans screening pursuant to *Sec. 6.4 of the Land Use Code*.

*I. Operational Performance Standards*

Compliance with operational performance standards is an ongoing obligation. Impacts on the adjacent single family residence should be given consideration during the site planning process. Planning Commission must consider issues such as late night / early morning noise, parking area lights, and fire/smoke when considering the adequacy of proposed screening and landscaping. Due to the proximity to residential properties a no outside burn and a noise curfew of 10:00 pm policy is advised.

*J. Utilities*

Existing utilities are on site, Grand Water and Sewer Service Agency (GWSSA) has provided an approval signature.

**Conditional Use Permit Standards**

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

**1. Effect on Environment and 3. External Impacts**

This site is bounded by HC zone district, with residential houses on lots at the southwest and east side of the property. The applicant plans to provide a six foot high screening fence on the entire property line.

**2. Compatible with Surrounding Area**

The site is adjacent to residential areas. A policy of no outside burning and a noise curfew of 10:00 PM are advised.

**4. Infrastructure Impacts Minimized**

All utilities are available; a drainage waiver has been approved by Horrocks Engineers. The Moab Valley Fire Department has provided approval.

**5. Consistent with the LUC and General Plan**

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

**6. Parcel Size**

No additional acreage is required.

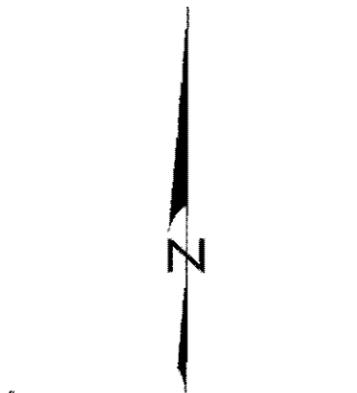
**Public Notices**

The public notice for CUP review was posted in the newspaper of general circulation *U.C.A. 17-27a-205* and *Land Use Code Sec. 9.1.8 B.2.*, posted on site, and the Utah Public Meeting Notice Website at <http://pmn.utah.gov/>, as required for public hearing.

# TOPOGRAPHIC SURVEY

FOR A PARCEL LOCATED IN  
SECTION 7, T26S, R22E, SLB&M,  
GRAND COUNTY, UTAH

DATE: 3/24/16  
DRAWN BY: K.G.  
CHECKED BY: B.E.A.  
SCALE: 1"=20'  
DWG:



SCALE: 1"=20'  
(18" X 24" ONLY)  
LOCATED IN  
SEC 1, T26S,  
R21E, SLB&M.

VICINITY MAP:  
(NO SCALE)

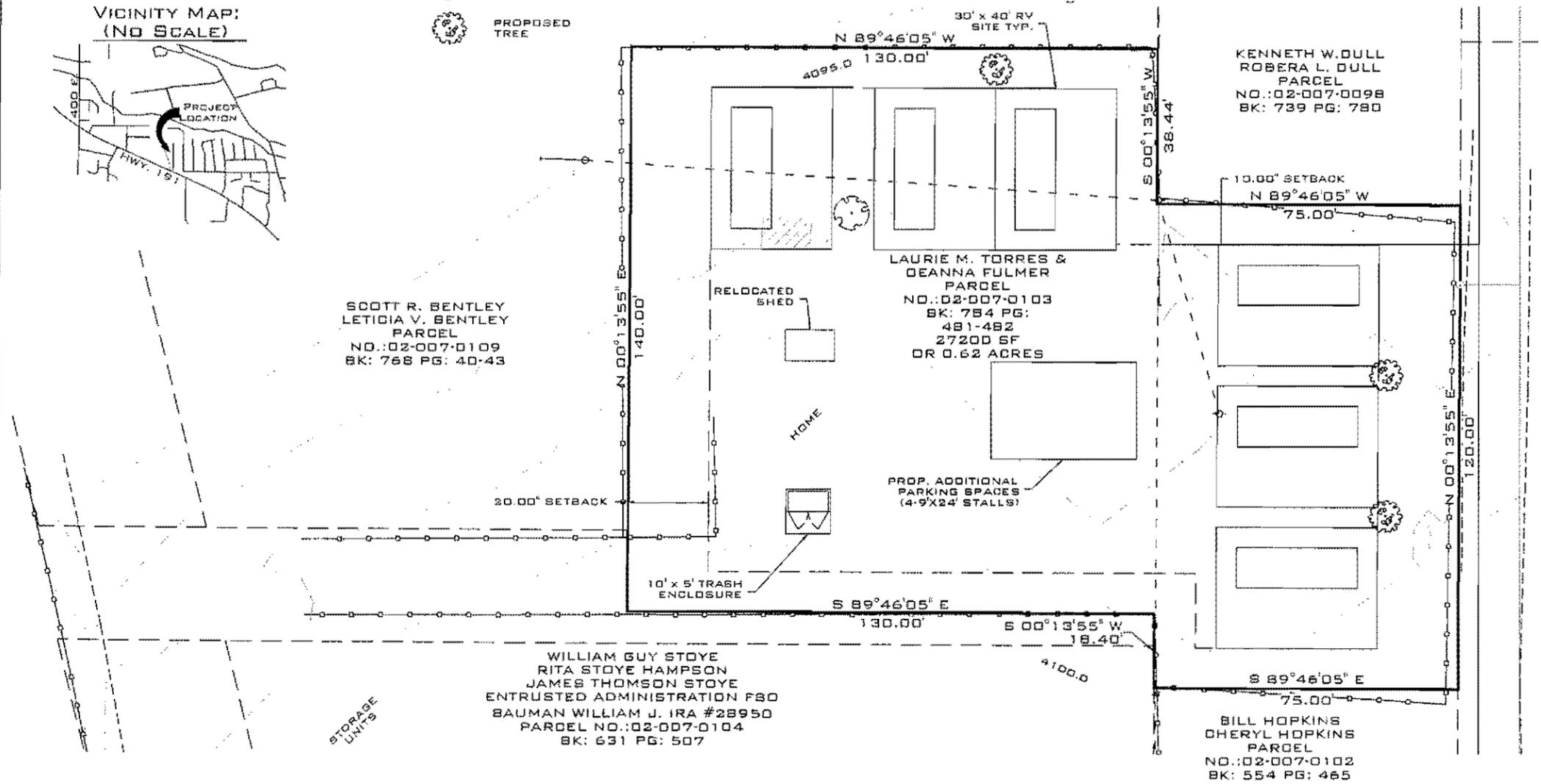


**LEGEND:**

- FOUND QUARTER CORNER
- ⊙ EX. TELEPHONE PED.
- ⊙ EX. POWER POLE
- ⊙ EX. WATER METER
- ▨ TO BE RELOCATED
- ⊙ EX. TREE TO REMAIN
- ⊙ PROPOSED TREE
- SECTION/CENTERLINE LINE
- ADJOINING LOT LINES
- SUBJECT LOT LINES
- BUILDING SETBACK
- EXISTING ASPHALT
- EXISTING FENCE
- EXISTING EASEMENT
- EXISTING SEWER
- EXISTING OVER HEAD POWER
- EXISTING WATER LINE

**NOTES:**

1. PROPERTY ZONED HC
2. ADJACENT USES INCLUDE RR (NORTH), HC (SOUTH), DB (WEST), & SLR-2 (EAST).
3. COMPLIANT FENCING REQUIRED ADJACENT TO RESIDENCES, PER COUNTY STANDARDS.



REVISIONS	DATE

**KEOGH  
ROSENBERG**  
LAND SURVEYING  
ENGINEERING  
CIVIL + STRUCTURAL

P.O. BOX 218  
80 E. CENTER ST.  
MOAB, UTAH 84932  
PH (435) 259-8171

TOPOGRAPHIC SURVEY  
FOR  
COLIN FRYER

SHEET  
1  
OF 1 SHEETS

\\FILESERVER\DOCUMENTS\KENNY\COLIN FRYER RV PARK #2\FROM BRANDON\RYER RV PARK 2.DWG



A-1 Storage

Image Landsat

Google earth

1997

38°33'19.58" N 109°32'00.62" W elev 1283 m eye alt 1.64 km

3. **POST MEETING.** If the revised sets of plans are not approved as submitted two corrected sets of plans both large and small shall be submitted that comply with the Planning Commission's approval.

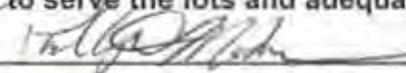
**Site Plan:** The applicant shall submit a site plan drawn to an acceptable scale (as deemed by the Zoning Administrator) to display the following:

1. Parking, loading, and refuse areas;
2. Access ways, including points of ingress, egress;
3. Sidewalks and trails;
4. Fences and walls;
5. Location and dimensions of structures and signs;
6. Location and type of outdoor lighting;
7. Typical elevations of such buildings;
8. Landscaping and screening;
9. Topography;
10. Specific areas proposed for specific types of land use;
11. Lots or plots;
12. Any areas with slopes in excess of 30 percent;
13. Any areas in a natural drainage or the 100 year floodplain;
14. Existing and proposed easements, areas proposed for public dedication; and
15. Building footprint(s), water and sewer lines, easements and drainage improvements in Digital Format: if available. Digital information shall be provided in the latest version of AutoCAD, or other format compatible with the County GIS as may be specified by the Zoning Administrator (currently preferred in State Plane Coordinates - Utah Central Zone or the Valley Coordinate System) with all measurements stated in feet.
16. Compatibility standards, LUC Sec. 6.10

**Application Fee.** The process / filing fee of \$350.00 shall be paid in full.

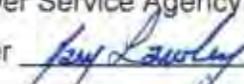
**REQUIRED SIGNATURES** (or attach letter of approval by the agency)

**Agency will review for ability to serve the lots and adequate existing and future easements.**

Moab Valley Fire Department 

Grand County Road Supervisor UDOT

Grand Water and Sewer Service Agency 

Rocky Mountain Power 

Property Owner's Signature:  Date: \_\_\_\_\_

2162 West Grove Parkway  
Suite #400  
Pleasant Grove, Utah 84062  
www.horrocks.com



Tel: 801.763.5100  
Salt Lake line: 532.1545  
Fax: 801.763.5101  
In state toll free: 800.662.1644

April 13, 2016

Mary Hofhine, Development Coordinator  
Grand County  
125 E. Center  
Moab, Utah 84532

**Subject: Colin Fryer RV, 1151 S. Hwy 191 – Request for Drainage Plan Waiver – Approval**

Dear Mary:

I have reviewed the submitted documents received April 15, 2016 and the request for a waiver of providing a drainage report for Colin Fryer Property located at 1151 S. Hwy 191. Per Grand County Construction Standards Section 2.E requirements for a Waiver of Drainage Study and information submitted is listed below:

Sec. 2.E. Waiver of a drainage study requirements

1. A waiver of the drainage Study requirements will be considered when the following conditions exist:
  - a. The amount of impervious surface will not be increased to more than 15 percent of the lot area and is less than 7,000 square feet. – Response: The submitted response shows calculations for a net change of impervious area of less than 15% of the lot area (less than 7000 square feet). This condition is has been met.
  - b. The site is not characterized by unusual topography of drainage patterns. – Response: The topographic map shows the site sloping gently to the north east with no unusual drainage patterns. No unusual topographic or drainage patterns exist.
  - c. The site does not lie within the boundaries of the 100 year floodplain or other significant floodplain or floodway. – Response: The submitted map shows the parcels outside of the FIRM 100 flood zone.

Upon review of the submitted documents and submitted information the request for waiver of the drainage report conditions have been meet and is approved.

This review was for the waiver of drainage report and does not include a review of any other code requirement as they were not part of the information submitted.

Please contact me if you have questions or need additional information.

Sincerely,  
HORROCKS ENGINEERS

A handwritten signature in blue ink, appearing to read "David Dilman".

David Dilman, P.E.

Principal

cc: file