



# GRAND COUNTY COUNCIL REGULAR MEETING

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

## AGENDA

Tuesday, August 2, 2016

2:00 p.m.

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

4:00 p.m.

- ❑ **Call to Order**
- ❑ **Pledge of Allegiance**
- ❑ **Approval of Minutes** (Diana Carroll, Clerk/Auditor)
  - B. July 19, 2016 (County Council Meeting)
  - C. July 29, 2016 (Joint City/County Council Meeting)
- ❑ **Ratification of Payment of Bills**
- ❑ **Elected Official Reports**
- ❑ **Council Administrator Report**
- ❑ **Department Reports**
  - D. 2015 Grand Center Report (Verleen Striblen, Program Director)
- ❑ **Agency Reports**
- ❑ **Citizens to Be Heard**
- ❑ **Presentations** (none)
- ❑ **Discussion Items**
  - E. Discussion on process for establishing and prioritizing County goals (Chairwoman Tubbs)
  - F. Discussion on evaluation of Public Lands Initiative draft legislation (Council Member Baird)
  - G. Discussion on recommended revisions to the Policies and Procedures of the Governing Body: Section Q "Decorum and Debate" and Section R "Participation by the Public" (Ruth Dillon, Council Administrator and Council Study Committee Members Tubbs, Hawks, and McGann) (*allow 15 minutes*)
  - H. Discussion on calendar items and public notices (Bryony Chamberlain, Council Office Coordinator)
- ❑ **General Business- Action Items- Discussion and Consideration of:**
  - I. Approving Moab Uranium Mill Tailings Remedial Action Project's 2016 Annual Statement of Continued Compliance (Lee Shenton, UMTRA Liaison)
  - J. Approving County membership in the Economic Development Corporation of Utah (EDC-Utah) (Zacharia Levine, Community Development Director)
  - K. Adopting proposed ordinance approving Rim Village Vistas Phase V Planned Unit Development (PUD) Preliminary Plat (Zacharia Levine, Community Development Director)
  - L. Approving amended Statement of Work for the Reimbursable Agreement with Central Federal Lands Highway Division to combine Phase 1 and Phase 2 projects into one construction contract for the La Sal Mountain Loop Road project (Bill Jackson, Roads Supervisor)

- M. Approving extension of Municipal Advisory Services Agreement with Zions Bank Public Finance for an additional 90 days (Diana Carroll, Clerk/Auditor)
- N. Approving proposed letter to Congressmen Bishop and Chaffetz in response to the Congressmen's Public Lands Initiative draft legislation (Council Member Baird)
- ❑ **Consent Agenda- Action Items**
  - O. Ratifying the Chair's signature on Task Agreement / Cooperative Agreement #H1341112001 with the National Park Service, Southeast Utah Group for funding for Cooperative Emergency Operations in Grand County and Arches & Canyonlands National Parks
  - P. Ratifying Chair's signature on retail beer license for Moab KOA located at 3225 US 191, postponed from July 19, 2016
- ❑ **Public Hearings- Possible Action Items**
  - Q. Public hearing to solicit public comments on a proposed ordinance to amend Section 3.2.3 "Bed and Breakfasts" of the Grand County Land Use Code (Zacharia Levine, Community Development Director)
  - R. Public hearing to solicit public comments on a proposed ordinance to amend Section 3.3.2D "Employee Housing" of the Grand County Land Use Code (Zacharia Levine, Community Development Director)
  - S. Public hearing to solicit public comments on a proposed ordinance to amend Sections 5.4.1B "Project Boundary Buffer" and 6.10 "Compatibility Standards" of the Grand County Land Use Code (Zacharia Levine, Community Development Director)
- ❑ **General Council Reports and Future Considerations**
- ❑ **Closed Session(s)** (if necessary)
- ❑ **Adjourn**

**NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS.** In compliance with the Americans with Disabilities Act, individuals with special needs requests wishing to attend County Council meetings are encouraged to contact the County two (2) business days in advance of these events. Specific accommodations necessary to allow participation of disabled persons will be provided to the maximum extent possible. T. D.D. (Telecommunication Device for the Deaf) calls can be answered at: (435) 259-1346. Individuals with speech and/or hearing impairments may also call the Relay Utah by dialing 711. Spanish Relay Utah: 1 (888) 346-3162

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

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

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

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

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**August 2, 2016**  
2:00 pm *Workshop*

<b>TITLE:</b>	Housing Workshop
<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

**BACKGROUND:**

Members of the Grand County Council, Planning Commission, Interlocal Housing Task Force, and interested citizens will address housing affordability in a series of workshops beginning at 2:00 pm ahead of each regular scheduled public meeting.

In this workshop, the Community Development Director will share the results of a “survey” conducted on the design of an assured housing policy, and a draft ordinance that reflects said results.

**ATTACHMENT(S):**

1. Assured housing policy design guide
2. Assured housing survey results
3. Draft assured housing ordinance

### Commercial Development Example

A developer has received approval for 20,000 square feet of commercial space and 100 hotel rooms. The commercial uses include:

- 10,000 square feet of retail space
- 5,000 square feet of restaurant/bar space
- 5,000 square feet of professional services

Employee generation calculations (144 total FTEs)

- Retail = 10,000 sq. ft. x (3.3 employees/1,000 sq. ft.) = 33 employees
  - Restaurant/bar = 5,000 sq. ft. x (6.5 employees/1,000 sq. ft.) = 32.5 employees
  - Professional services = 5,000 sq. ft. x (3.7 employees/1,000 sq. ft.) = 18.5 employees
  - Hotel/lodging = 100 rooms x (0.6 employees/room) = 60 employees
  - Total employee generation = 144 FTEs
- \*>10 FTEs generated triggers the assured housing requirement

Assured housing requirement

- 144 (FTEs) x 0.25 (mitigation rate) = 36 FTE mitigation number
- 36 FTEs ÷ 1.5 (FTEs/household) = 24 affordable housing units
- If utilizing the dormitory/multifamily residential option, 24 affordable housing units is equivalent to 6 affordable housing unit equivalents (at 4 employees/1000 sq. ft.)

### Residential Development Example

A developer has received approval for a 67-unit subdivision.

\*>5 separate units triggers the assured housing requirement

Assured housing requirement

- 67 units (approved density) x 0.20 (assured housing requirement) = 13.4 → 14 required affordable housing units

Total development density

- The total approved units for the subdivision = 67 (market-rate units) + 14 (on-site affordable housing units) = 81 on-site units

### Assured Housing has...

- Been implemented some version in over 700 communities across the country
- A proven track record in rural gateway and tourism-based communities
- The only way to guarantee that new development will include affordable housing
- The option for developers to independently calculate commercial employee generation
- The option for County Council to provide exemptions and waivers
- Compliance alternatives
  - On-site or off-site construction
  - Dedication of and or existing units
  - Payment of fees in lieu of development
- Development incentives
  - Density
  - Mixed use zoning
  - Fee reductions
  - Tax abatements
  - Local monetary contributions

DRAFT Assured Housing Ordinance

Grand County, UT

**DRAFTED FOR DISCUSSION**

**WHEREAS, the purpose of this ordinance is to:**

- A. Encourage the development and availability of housing that is affordable to a broad range of households with varying income levels within the County;
- B. Promote the County's goal to add affordable housing units to the County's housing stock in proportion to the overall increase in new jobs and housing units;
- C. Offset the demand on housing that is created by new development, local economic conditions, and high external market demand;
- D. Promote jobs-housing balance and reduce the demands placed on transportation infrastructure in the region;
- E. Actualize the affordable housing goals and policies identified in the Grand County General Plan, which includes an Affordable Housing Plan;

**WHEREAS, the County Council finds and determines:**

- A. The Moab Area, which includes the City of Moab, Town of Castle Valley, and unincorporated areas of Grand County, faces a serious housing problem that threatens its economic security, quality of life, and environment. The extreme lack of access to affordable housing has a direct impact upon the health, safety, and welfare of residents of the County. While no single housing program will solve all of the Area's needs, an assured housing policy has been identified as one solution among a broader set of solutions;
- B. Nearly 1000 households in Grand County are currently cost-burdened, which means they spend more than 30 percent (30%) of their combined gross annual income on housing costs; over 400 households currently are severely cost-burdened, which means they spend more than 50 percent (50%) of their income on housing<sup>1</sup>;
- C. Of the cost-burdened households in Grand County, 52 percent (52%) earn less than half of the area median income. Of the severely cost-burdened households 89 percent (89%) earn less than half of the area median income<sup>2</sup>. The lack of housing choices disproportionately affects lower-income households, many of which are essential to the area's tourism-based economy.
- D. The gap between wages and housing costs is large and growing. In May 2015, the median list price for all housing types was \$290,000<sup>3</sup>. Utilizing an unconventional loan, a family of four earning the 2015 HUD area median income (\$55,300 per year) could afford to purchase a home that cost \$193,258. That represents an affordability gap of almost \$100,000<sup>4</sup>. The median rental price for all housing types was \$850; when including utilities, median rental costs were \$1100<sup>5</sup>.
- E. External market demand continues to increase housing prices and limit or reduce the inventory of affordable housing. Between 2000 and 2010, the number of housing units for short-term rentals, second homes, or general

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<sup>1</sup> US Census Bureau

<sup>2</sup> *Ibid*

<sup>3</sup> Grand County Multiple Listing Service and Zacharia Levine

<sup>4</sup> Zacharia Levine

<sup>5</sup> US Census Bureau

investment doubled. The share of all housing units that are not occupied as primary residences increased from 15 percent (15%) in 2000 to nearly 30 percent (30%) in 2013<sup>6</sup>.

- F. New construction in Grand County is out of reach for households earning moderate-incomes or less. However, existing structures often require extensive maintenance or may be dilapidated. In Grand County, roughly 60 percent (60%) of the owner-occupied housing units and 50 percent (50%) of the renter-occupied housing units were constructed before 1980<sup>7</sup>.
- G. Development of new service-industry projects encourages more tourist visitation; development of market-rate housing encourages new residents to move to Grand County. Increased visitation and new residents place additional demands on services provided by both the public and private sectors. Of the public and private sector employees needed to meet this increased demand for commercial and residential services, a significant portion will earn incomes that make below market-rate housing the only accessible option. Because affordable housing is in short supply within the City, these employees may be forced to live in less than adequate housing within the County, pay a disproportionate share of their incomes to live in adequate housing within the County, or commute ever-increasing distances to their jobs from housing located on the outskirts of the County, or beyond. These circumstances harm the County's ability to provide high levels of service, attain goals articulated in the General Plan, and preserve a high quality of life for residents;
- H. The citizens of Grand County desire a well-planned and balanced community, with housing options that are affordable and accessible to very low-, low-, and moderate-income households. Affordable housing should be available throughout the County with rental and ownership options. While mixed-income developments are desirable as they support economic integration, the Grand County Council acknowledges that affordable housing built in conjunction with market-rate housing can be achieved either on-site or off-site with respect to the principal project and still achieve the stated goals of this ordinance. The Council also finds that in certain limited circumstances, a developer may also meet the intent of this ordinance through other alternatives as further described below;
- I. State and federal funds for the construction of new affordable housing are insufficient to fully address the current and projected shortages of affordable housing within the County. While the County has repeatedly amended its LUC to spur additional housing development, the private market has not provided adequate housing opportunities to very low-, low-, and moderate-income households;
- J. The Nexus Study commissioned by the Council revealed that new commercial development has a proportional effect on below market-rate housing demand;
- K. The Interlocal Housing Task Force (IHTF), of which the County is a member and which is charged with evaluating current and future housing trends, reviewing housing programs, and recommending appropriate affordable housing policies, has submitted several recommendations, including the adoption of an assured housing ordinance;
- L. The need for an assured housing ordinance outweighs the potential impacts on the cost of market-rate housing. The County has determined that the community's best interests are served through the adoption of an assured housing ordinance;

**WHEREAS**, the Planning Commission is statutorily responsible for making recommendations to the County Council regarding textual amendments to the LUC;

**WHEREAS**, the Grand County Planning Commission held a public hearing on \_\_\_\_\_, 2016 to solicit public comment on a draft assured housing ordinance and recommended approval to the County Council; and,

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<sup>6</sup> US Census Bureau

<sup>7</sup> *Ibid*

**WHEREAS**, the Grand County Council held a public hearing on \_\_\_\_\_, 2016 to solicit public comment on a draft assured housing ordinance and voted to approve said ordinance;

**NOW, THEREFORE BE IT RESOLVED**, Section 6.14 of the Grand County LUC shall read:  
Section 6.14 Affordable Housing Standards

A. The standards of this Section shall apply to:

1. Any commercial development that creates ten (10) or more full-time equivalent positions, and as further specified in Section 6.14.D.
2. Any residential development that creates five (5) or more separate dwelling units, and as further specified in Section 6.14.E.

**Comment [ZL1]:** As a matter of policy and/or politics, Grand County could choose to separate commercial and residential ordinances into two distinct assured housing policies.

B. As used in this Section, the following terms shall have the following meanings:

1. Affordable Rent = Annual rental housing costs, including rent, utilities, and HOA fees where applicable, that amount to 30 percent (30%) or less of a household's combined gross annual income.
2. Affordable Ownership = Annual housing ownership costs, including mortgage, taxes, utilities, and HOA fees where applicable, that amount to 30 percent (30%) or less of a household's combined gross annual income.
3. Alternative Housing Proposal = A proposal to build deed-restricted affordable housing units in lieu of paying a fee on commercial development as provided in Section \_\_\_\_\_.
4. Area Median Income or Median Family Income = Combined gross annual median household income as defined by the Department of Housing and Urban Development (HUD), which is based on household size.
5. Assured Housing Agreement = A written agreement between the County and a developer as provided by Section \_\_\_\_\_.
6. Assured Housing Requirement = A statutory affordable housing requirement for a residential or commercial development submitted by a developer as provided by Section \_\_\_\_\_.
7. Assured Housing Unit or Affordable Housing Unit = A dwelling unit that must be offered at affordable rent or available at an affordable ownership cost to very low-, low-, and moderate-income households as further defined in an assured housing agreement.
8. Bedroom = A room designed to be used for sleeping purposes and which contains closets and meets all applicable County Building Code requirements for light, ventilation, sanitation and egress.
9. Commercial Development = the construction of any commercial or industrial project, as defined by Section 3.1 of the LUC, for which a development application or building permit application was received after \_\_\_\_\_, 2016.
10. Consumer Price Index or CPI = The Consumer Price Index (CPI) is a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services. The CPI is produced by the United States Department of Labor, Bureau of Labor Statistics.
11. County = Grand County.
12. County Council = Grand County Council, or its designee.

**Comment [ZL2]:** Check which of these actually show up, and which, if any are missing?

**Comment [ZL3]:** Use AMI as determined by HUD, Average Payroll Wage as determined by DWS, or a different metric?

Wages are probably a better metric to use in GC given our demographic profile.

13. County Engineer = Grand County Engineer of Record.
14. Deed Restriction = A contract entered into between Grand County and the owner or purchaser of real property identifying the conditions or occupancy and resale.
15. Department of Housing and Urban Development or HUD = The United States government department responsible for setting income limits and maximum housing costs for affordable housing programs.
16. Developer = Any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities, which seeks County approvals for all or part of a residential or commercial development.
17. Full-time Employee Equivalent or FTE = The number of full-time employees needed to operate a commercial development while working 2080 hours per year.
18. Homeowners Association or HOA = An entity established to maintain any physical facilities, structures, improvements, systems, areas or grounds held in common by the owners of residential lots in the Subdivision and necessary or desirable for the welfare of the area or Subdivision, or that are of common use or benefit and that are not maintained by the County or another public agency.
19. Household = One person living alone, two (2) or more individuals related to each other by blood, marriage, or another legally recognized relationship, or a maximum of three (3) unrelated individuals residing in the same residence whose combined income is considered for affordable housing eligibility.
20. Household Income = Combined gross annual income of all individuals who will be occupying the unit regardless of legal status. Adjustments to the gross annual income for business expenses can be made for persons who are self-employed.
21. Low-Income Household = A household whose combined gross annual income amounts to between 50 percent (50%) and 79.99 percent (79.99%) of area median income.
22. Market-Rate Unit = A dwelling unit that is not an affordable housing unit.
23. Moderate-Income Household = A household whose combined gross annual income amounts to between 80 percent (80%) and 119.99 percent (119.99%) of area median income.
24. Off-Site Unit = An assured housing unit that will be built separately or at a different location than the principal development.
25. On-Site Unit = An assured housing unit that will be built within the principal development.
26. Residential Development = the construction of any residential project, as defined by Section 3.1 of the LUC, for which a development application or building permit application was received after \_\_\_\_\_, 2016.
27. Very Low-Income Household = A household whose combined gross annual income is less than 50 percent (50%) of the area median income.

**Comment [ZL4]:** Note: These definitions of very-low, low-, and moderate-income levels are different from HUD & the 2009 GC Housing Plan

C. Exemptions

1. The following developments are exempt from the requirements of this section:
  - i. The reconstruction of any structures that have been destroyed by fire, flood, earthquake or other act of nature provided that the reconstruction of the site does not increase the number of

residential units by more than six or increase the interior floor area of a non-residential structure by more than 4,999 square feet.

- ii. Developments that already have more units that qualify as affordable to low-, very low-, and moderate-income households as this section requires.
- iii. Housing constructed by other government agencies.

D. Assured Housing Requirements for Commercial Development

- 1. The Developer shall be required to mitigate 25 percent (25%) of the employees generated by the development. For projects with a commercial component, the minimum affordable housing requirements shall be determined according to the following formulas:

**Employee Generation by Type of Use**

Type of Use	Full-Time Equivalents (2080 hours) per 1,000 net leasable square feet
Restaurant/bar	6.5
Education	2.3
Finance/banking	3.3
Medical profession	2.9
Other professional services	3.7
Personal services	1.3
Real estate/property management	5.9
Commercial/retail	3.3
Recreation/amusements	5.3
Utilities	2.9
Lodging/hotel	0.6/room
Condominiums/residential structures used for short-term rentals	Greater of lodging/hotel calculation or residential mitigation rate
Overall/general	4.4

**Comment [ZL5]:** This table has been borrowed from the assured housing policy used by a community located in our region. Grand County will need to create its own ratio table based on a localized nexus study

- 2. The overall/general type of use shall apply to any use not listed in the Employee Generation by Type of Use table, unless an independent calculation is performed and approved.
- 3. Partial affordable housing units shall be rounded up to the nearest whole number.
- 4. Affordable housing units required for commercial developments may, with Council approval, be constructed as dormitories that accommodate multiple employees within one unit.
  - i. When utilizing this provision, one affordable housing unit shall be the equivalent of 250 square feet of net livable space with a maximum of 1000 square feet, or four affordable housing units.

**Commercial Development Example**

A developer has received approval for 20,000 square feet of commercial space and 100 hotel rooms. The commercial uses include:

- 10,000 square feet of retail space
- 5,000 square feet of restaurant/bar space
- 5,000 square feet of professional services

Employee generation calculations (144 total FTEs)

- Retail = 10,000 sq. ft. x (3.3 employees/1,000 sq. ft.) = 33 employees
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- Professional services = 5,000 sq. ft. x (3.7 employees/1,000 sq. ft.) = 18.5 employees
- Hotel/lodging = 100 rooms x (0.6 employees/room) = 60 employees
- Total employee generation = 144 FTEs

\*>10 FTEs generated triggers the assured housing requirement

Assured housing requirement

- $144 \text{ (FTEs)} \times 0.25 \text{ (mitigation rate)} = 36 \text{ FTE mitigation number}$
- $36 \text{ FTEs} \div 1.5 \text{ (FTEs/household)} = 24 \text{ affordable housing units}$
- If utilizing the dormitory/multifamily residential option, 24 affordable housing units is equivalent to 6 affordable housing unit equivalents (at 4 employees/1000 sq. ft.)

E. Reduction of Employee Generation for Institutional/Nonprofit Use

1. The County Council may reduce the base employee generation rate by up to fifty percent for uses that are non-commercial or non-residential in nature, which provide educational, social or related services to the community and which are proposed by public agencies, nonprofit agencies, foundations and other similar organizations upon finding that the benefits/impacts of such development as they relate to other general plan goals and/or action items outweigh the housing impacts.

F. Independent Calculation

1. An applicant may submit an independent calculation of the number of employees to be generated by a proposed development, to be used in place of the Employee Generation Table. The independent calculation shall be accepted by the County Council if the Council determines the calculation constitutes compelling evidence of a more accurate calculation of employee generation than the Employee Generation by Type of Use table. Should the independent calculation not be accepted, then the applicable employee generation factor from the Employee Generation by Type of Use table shall be applied to the proposed development. Any acceptance of an independent calculation shall be site- and use-specific, non-transferable, and be memorialized in an assured housing agreement the property owner and the County. Such Agreement shall be executed prior to the issuance of any building permit.

G. Redevelopment: Additions and Conversions of Use

1. Redevelopment or remodeling in an existing use or the change in use from one use to another is exempt from the requirements of this Section, provided such activity does not create additional employment generation as determined in the Employee Generation by Type of Use table. Only the uses and areas that existed prior to the redevelopment or remodeling shall be exempt from the requirements of this section. Any new area or unit or any change in use which creates additional employee generation as determined in the Employee Generation by Type of Use table shall be subject to this provisions of this section. Mitigation shall be required for the employees generated by the proposed total square footage (including addition) minus the employment generation of the total structure. If the developer converts one land use to another with higher employment generation rates, the mitigation will be based on the increase in FTEs. For example, a conversion of a 1,000 square foot retail establishment with an employee generation rate of 3.3 FTEs per 1,000 square feet to a private club with a generation rate of 6.5 FTEs per 1,000 square feet results in a net increase in 3.2 FTEs and would require additional mitigation.

H. Assured Housing Requirements for Residential Development

1. For projects where units are offered for sale or rent, the Developer shall provide affordable housing units in an amount equal to 20 percent (20%) of the total residential units constructed. Affordable units developed on-site in fulfillment of this requirement shall not be included in (i.e. counted against) the maximum density limits for the project.
2. Partial affordable housing units shall be rounded up to the nearest whole number.

**Residential Development Example**

A developer has received approval for a 67-unit subdivision.  
\*>5 separate units triggers the assured housing requirement

Assured housing requirement

- 67 units (approved density) x 0.20 (assured housing requirement)  
= 13.4 → 14 required affordable housing units

Total development density

- The total approved units for the subdivision  
= 67 (market-rate units) + 14 (on-site affordable housing units) = 81 on-site units

I. Final Unit Requirement Calculations

1. The final calculations for the number of assured housing units and the rental or sales prices for these units shall be made prior to the issuance of building permits for the applicable project.

J. Affordable Housing Standards

1. Minimum Standards of Physical Condition

- i. An affordable housing unit is required to have and maintain a minimum standard of physical conditions, as set forth in Exhibit A - Minimum Standards.

2. Accessibility of Assured Housing Units by Household Income

i. Sales Units

1. A minimum of one-third (1/3) of all assured housing units made available for sale shall be affordable to low-income households.
2. A maximum of two-thirds (2/3) of all assured housing units made available for sale shall be affordable to moderate-income households.

ii. Rental Units

1. A minimum of one-third (1/3) of all assured housing units made available for rent shall be affordable to very low-income households.
2. A maximum of two-thirds (2/3) of all assured housing units made available for sale shall be affordable to low-income households.

3. Minimum Size and Occupancy Standards

- i. In order to assure health, safety, and livability, the minimum net livable square footage for affordable units shall be as follows:

Unit Type	Net Livable Square Footage
Dormitory	250 sq. ft. (max 4"/"pod")
Single room occupancy	250 sq. ft.
Studio	350 sq. ft.
One bedroom	500 sq. ft.
Two bedroom	800 sq. ft.
Three bedroom	1000 sq. ft.
Four bedroom	1200 sq. ft.

- ii. Prior to the issuance of any building permits for either the market-rate or assured housing component of the project, the Community Development Department must verify square footage. The Building Department may check the actual construction of the affordable housing units for compliance with the approved building permit plans.

- iii. In calculating the rents or sales prices of affordable housing units, the following relationships between unit type and household size shall apply:

**Comment [ZL6]:** In actuality, the greatest needs exist at 50% of AMI and below. Of all cost-burdened households 52% earn less than 50% of AMI. Of all severely cost-burdened households, 89% earn less than 50% of AMI. This seemed like a reasonable balance between community needs and developer capabilities.

Unit Type	Maximum Household Size
Dormitory	1 person per 250 sq. ft.
Single room occupancy	1 person
Studio	1 person
One bedroom	1.5 persons
Two bedroom	2.5 persons
Three bedroom	4 persons
Four bedroom	6 persons

**Comment [ZL7]:** Derived from the Utah Housing Corporation

4. Seasonal Dormitory Units

i. Pursuant to the applicable County codes, a developer may, at the sole discretion of the County and subject to certain requirements, satisfy its assured housing requirements by provisioning dormitory units designed for occupancy by seasonal employees. The dormitory units must satisfy all requirements of this section and shall be required to meet the following minimum standards:

1. Occupancy of a dormitory unit shall be limited to no more than 4 persons.
2. There shall be at least 250 square feet of net livable square footage per person, including sleeping and bathroom uses.
3. At least one bathroom shall be provided for shared use by no more than four persons. The bathroom shall contain at least one toilet, one wash basin, one bathtub with a shower and a total area of at least 60 net livable square feet.
4. A kitchen facility or access to a common kitchen or common eating facility shall be provided subject to the Building Department's approval and determination that the facilities are adequate in size to service the number of people using the facility.
5. Use of 20 net leasable square feet per person of enclosed storage area located within, or adjacent to, the unit.
6. Rents for dormitory units will be set by Special Review on a case-by-case basis, given the unique and varying characteristics of dormitory units, with affordability as the key issue.
7. Seasonal dormitory developments may be required to house qualified employees of the community at large.

5. Special Needs Emergency/Transitional Housing

i. Pursuant to the applicable County codes, a developer may, at the sole discretion of the County and subject to certain requirements, satisfy a portion of its assured housing requirements by provisioning special needs emergency/ transitional housing units through either direct construction, land donation or the donation of existing units. There must be a quantified, demonstrated need for the emergency/transitional housing within the Grand County boundaries. The housing must be developed in collaboration with a federally recognized, 501(c)(3) nonprofit organization. The housing must satisfy all requirements of the applicable local, state and federal requirements. Given the unique and varying characteristics of the population to be served, the rents for emergency/transitional housing must be approved in advance by the County Council or its designee

6. Construction Timing

i. The affordable housing units shall be ready for occupancy no later than the date of the initial or temporary occupancy of any market-rate units within the development or applicable phase

thereof. If the market-rate units are developed in phases, then the affordable housing units may be developed in proportion to the phasing of the market-rate units. For example, for every 10 market-rate units constructed, no fewer than two (2) affordable housing units shall be constructed.

7. Assured Housing Term of Affordability

- i. The term of affordability shall be for a period of not less than 40 years. At the expiration of the initial 40 year term, the assured housing agreement shall be reviewed for additional consecutive 10 year terms, unless the County shall determine, based on an independent housing needs assessment, that the affordable housing units are no longer necessary to satisfy the affordable/employee housing needs in Grand County.

K. Methods of Meeting Minimum Assured Housing Requirements

The following methods, **in order of priority**, may be used to meet the minimum affordable housing mitigation requirements.

**Comment [ZL8]:** Do these accurately reflect the County's priorities?

1. Construction of unit(s) on the site on which the development is proposed
  - i. Affordable housing units shall be constructed on the project site, unless the developer can demonstrate compelling evidence that an alternative method would result in a better design, enhanced level of affordability or that the construction on-site would adversely affect the design of the project.
2. Affordable housing units may be constructed off-site, within the boundaries of the Spanish Valley zoning map, City of Moab, or Town of Castle Valley, provided such land, site or structure had not been previously deed-restricted to affordable housing by Grand County, the City of Moab, Town of Castle Valley, Housing Authority of Southeastern Utah, or Community Rebuilds.
3. Dedication of existing units provided such units have not been previously restricted to employee or affordable housing by Grand County, the City of Moab, Town of Castle Valley, Housing Authority of Southeastern Utah, or Community Rebuilds. Units shall be located within the within the boundaries of the Spanish Valley zoning map, City of Moab, or Town of Castle Valley unless otherwise approved by the County. Existing units must meet the minimum standards for physical condition as described in Exhibit C and be in move-in condition with appliances, windows, heating, plumbing, electrical systems, fixtures and equipment in good working condition. All units shall be inspected and shall meet applicable Grand County building codes and Utah state habitability standards, as applicable. Applicant shall bear the costs and expenses of any required upgrades to meet the above standards as well as any reports required to assess the suitability for occupancy and compliance with the standards of the proposed units.
4. Construction of units outside the boundaries of the Spanish Valley zoning map, City of Moab, or Town of Castle Valley, but within the Grand County School District.
5. Conveyance of land within boundaries of the Spanish Valley zoning map, City of Moab, or Town of Castle Valley, provided such land has not been previously restricted to employee or affordable housing by Grand County, the City of Moab, Town of Castle Valley, Housing Authority of Southeastern Utah, Community Rebuilds, or the Moab Area Community Land Trust. The developer may elect to (a) convey land to the County or its designee that is of equivalent value to the cash in lieu contributions that would be required under this section, plus an additional 25 percent (25%) to cover costs associated with holding, developing, improving or conveying such land; or (b) convey land to the County or its designee that is of equivalent value (as of the date of conveyance) to that land upon which required units would otherwise have been constructed and properly zoned such as to allow construction of at least that number of units for which the obligation of construction is being satisfied by the dedication of the land. Land conveyance shall occur prior to the issuance of any building permit for the market-rate portion of

**Comment [ZL9]:** This may prove to be problematic given Moab's geographic isolation.

the development. Should the County Council later elect to sell the land, all proceeds from the sale of the land shall be placed in a dedicated housing fund.

6. Payment of Fees in Lieu of Development

- i. If the County determines that (1) no other alternative is feasible, or (2) such a payment would result in more immediate development of housing or (3) such a payment would leverage additional resources, then a Payment of Fees in Lieu of Development may be accepted. The Payment in Lieu Fee shall be equivalent to the median list price for all market-rate housing units as determined by the County Council or its designee at the time an assured housing agreement is signed. The funds, and any interest accrued, shall be used only for the purpose of planning for, subsidizing, or developing deed-restricted affordable and employee housing.
- ii. One-half of the in-lieu fee shall be paid (or a letter of credit posted) prior to issuance of a building permit for all or any part of the applicable development. The remainder of the fee shall be paid before a certificate of occupancy (temporary or permanent) is issued for any unit in the residential development. The remaining fee will be calculated at the in lieu fee rate in effect at the time of payment. The developer retains the option of paying the fees in full at time of building permit to avoid any increase in fees.
- iii. No final inspection for occupancy will be completed for any corresponding market-rate unit in a residential development unless fees required under this section have been paid in full to the County.

7. Combination

- i. The County Council may accept any combination of on-site construction, off-site construction, land dedication, and fees in lieu of development that at least equal the cost of providing affordable housing units on-site as would otherwise be required by this section.

L. Incentives for Developing On-Site Assured Housing Units

1. In accordance with the intent of this section, the County may provide one or more of the following incentives to a developer who elects to satisfy the inclusionary housing requirements of this section by producing rental units or owner-occupied housing units on the site of a residential or commercial development.
  - i. Modified development standards to increase density.
    1. Modification in development, zoning or architectural design requirements, provided that such modifications exceed the minimum building standards provided in the Grand County Building Code, that will allow for increased density, including, but not limited to, a reduction in setback, square footage and parking requirements.
  - ii. Mixed use zoning
    1. Approval of mixed use zoning in conjunction with a development if such uses are compatible with the existing or planned development in the area where the proposed development will be located.
  - iii. Fee Reductions
    1. A pro-rata refund of the development impact fees, administrative review fees, building permit fees, or any other fees charged by the County in conjunction with the applicable development.
  - iv. Tax Abatements
    1. A pro-rata abatement of the total property taxes or proportional increases in property taxes associated with the applicable development for a specified number of years.

M. Compliance Procedures

1. General

- i. Approval of an assured housing plan and implementation of an approved assured housing agreement is a condition of any preliminary plat, site plan, conditional use permit, or building permit for any development for which this section applies. This section does not apply to exempt projects or to projects where the requirements of the section are satisfied by a payment of fee in lieu.

2. Assured Housing Plan

- i. The County Council must approve, conditionally approve or reject the assured housing plan within 45 days of the date of a complete application for that approval. If the assured housing plan is incomplete, the assured housing plan will be returned to the developer along with a list of the deficiencies or the information required. No application for a preliminary plat, site plan, conditional use permit, or building permit to which this section applies may be deemed complete until an assured housing plan is submitted to the Community Development Department. At any time during the review process, the Community Development Director may require from the developer additional information reasonably necessary to clarify and supplement the application or determine the consistency of the proposed assured housing plan with the requirements of this section. The assured housing plan must include:

1. The location, structure (attached, semi-attached, or detached), proposed tenure (for-sale or rental), and size of the proposed market-rate, commercial space and/or affordable housing units and the basis for calculating the number of affordable housing units;
2. A floor plan, site plan, or plat depicting the location of the affordable housing units;
3. The income levels to which each affordable housing unit will be made available;
4. The mechanisms that will be used to assure that the units remain affordable for the term of affordability, such as re-sale and rental restrictions, deed-restrictions, rights of first refusal, and other documents;
5. For phased development projects, a phasing plan that provides for the timely development of the number of affordable housing units proportionate to each proposed phase of development as required by Section 6.14.J.6.
6. A description of any incentives as listed in Section 6.14L that are requested of Grand County;
7. Any alternative methods of compliance as described in Section 6.14.K proposed for the development along with information necessary to support such alternative proposals; and
8. Any other information reasonably requested by the Community Development Director to assist with evaluation of the assured housing plan under the standards of this section.

3. Assured Housing Agreement

- i. The forms of the assured housing agreement, re-sale and rental restrictions, deed-restrictions, rights of first refusal, and other documents authorized by this section, and any change in the form of any such document which materially alters any policy in the document, must be approved by the County Council or its designee prior to being executed with respect to any

**Comment [ZL10]:** How much involvement and responsibility does the County Council want with assured housing? In many communities, the City Manager, County Administrator, or Planning Director is responsible for program administration. Required Council approvals are limited.

residential or commercial development and its associated assured housing units. The form of the assured housing agreement will vary, depending on the manner in which the provisions of this section are satisfied for a particular development. All assured housing agreements must include, at minimum, the following:

1. Description of the development, including whether the affordable housing units will be renter- or owner-occupied;
2. The number, size and location of very low-, low-, or moderate-income units;
3. Development incentives offered by the County (if any), including the nature and amount of any local public funding;
4. Provisions and/or documents for rental or re-sale restrictions, deed-restrictions, and rights of first refusal;
5. Provisions for monitoring the ongoing affordability of the units, and the process for qualifying prospective resident Households for income eligibility; and
6. Any additional obligations relevant to the compliance with this section

ii. Recording of Agreement

1. Assured housing agreements that are acceptable to the County Council must be recorded against any and all renter- and owner-occupied affordable housing units. Additional rental or re-sale restrictions, deed-restrictions, rights of first refusal and/or other documents acceptable to the County Council must also be recorded against any and all renter- and owner-occupied affordable housing units. In cases where the requirements of this section are satisfied through the development of off-site units, the assured housing agreement must simultaneously be recorded against the property where the off-site units are to be developed.

N. Eligibility Requirements

1. General

- i. No household may occupy an assured housing unit unless the County or its designee has verified and approved the household's eligibility, or has failed to make a determination of eligibility within the time or other limits provided by an assured housing agreement or re-sale restriction.

2. Primary Residency

- i. Any household that occupies an affordable rental unit or purchases an affordable housing unit must occupy that unit as a principal residence.

3. Renter-Occupied Units

i. Qualified Renter

1. A qualified renter must meet the following criteria:
  - a. A person who does not own other real property; and
  - b. A household with a minimum of one adult who meets one of the following criteria:
    - i. Full-time (thirty (30) hours of employment per week) employee of entities located within the boundaries of the Grand County School District; or

- ii. An owner or owner's representative of a business located within the boundaries of the Grand County School District; or
        - iii. A senior citizen (person who is 62 years of age or older at the time of qualification is established); or
        - iv. A person with a physical and/or mental disability; and
      - c. A household with a maximum combined gross annual income less than or equal to 80 percent (80%) of the Grand County AMI according to Household size, which is defined by the most recent annual report of HUD. Deed-restrictions for a portion of the individual units identified in the assured housing agreement shall specify lower income limits as per Section 6.14.J.2.
    - 2. The County reserves the right to place an asset limitation for prospective renters as needed to further the goals of this section.
    - 3. The County reserves the right to place limits on the amount a qualifying renter's income may increase after its household moves into an assured housing unit.
  - ii. Maximum Rental Rate
    - 1. The initial rental rate of the assured housing units must be set so that the eligible household will pay an affordable rental cost.
  - iii. Changes to Rental Rates
    - 1. Rental rates for an affordable housing unit shall not be increased unless notice of the proposed increase has been provided to the County Council or its designee and the County Council or its designee has provided written consent to the proposed increase. Under no circumstance shall the rental rate for an affordable housing unit increase more than the increase equivalent to the rate at which the CPI increased since the last rental rate was established.
  - iv. Transfer of Previously Rented Affordable Housing Units
    - 1. If at any point the developer of an affordable housing unit or a subsequent owner of an affordable housing unit desires to sell his or her affordable housing unit previously rented to qualified renters, the affordable housing unit owner/developer shall follow the procedures set forth in Section 4 below pertaining to the sale of an affordable housing unit.
  - v. Procedures
    - 1. The assured housing agreement shall specify procedures to comply with the rental and rental transfer requirements of this section, including rights of refusal and noticing requirements.
4. Owner-Occupied Units
- i. Qualified Owner
    - 1. A qualified owner must meet the following criteria:
      - a. A person who does not own other real property; and
      - b. A household with a minimum of one adult who meets one of the following criteria:
        - i. Full-time (thirty (30) hours of employment per week) employee of entities located within the boundaries of the Grand County School District; or

- ii. An owner or owner's representative of a business located within the boundaries of the Grand County School District; or
  - iii. A senior citizen (person who is 62 years of age or older at the time of qualification is established); or
  - iv. A person with a physical and/or mental disability; and
- c. A household with a maximum combined gross annual income less than or equal to 120 percent (120%) of the Grand County AMI according to Household size, which is defined by the most recent annual report of HUD. Deed-restrictions for a portion of the individual units identified in the assured housing agreement shall specify lower income limits as per Section 6.14.J.2.

2. The County reserves the right to place an asset limitation for prospective owners as needed to further the goals of this section.

ii. Maximum Sale Price

1. The initial sale price of the assured housing units must be set so that the eligible household will pay an affordable ownership cost.

iii. Maximum Re-Sale Price

1. In no event shall an affordable housing unit be sold for an amount in excess of the actual purchase price paid for the affordable housing unit by the selling owner plus: (i) an increase equivalent to the rate at which the CPI increased during the selling owner's tenure; (ii) the actual out-of-pocket cost of capital improvements made to the affordable housing unit during the selling owner's tenure subject to the requirements of sections 2 and 3 below, but not more than ten percent (10%) of the actual purchase price paid for the affordable housing unit by the selling owner; and (iii) the sum of \$250.00, which shall be paid to the County or its designee upon each transfer of ownership of an affordable housing unit.

2. Adding to Maximum Re-Sale Price

- a. With the prior written approval of the County or its designee, an affordable housing unit owner may make certain capital improvements to the affordable housing unit, which may add a maximum of ten percent (10%) of the purchase price for the affordable housing unit paid by the selling owner to the maximum re-Sale price for such affordable housing unit. A list of capital improvements eligible for increasing the maximum re-sale price shall be further specified in the assured housing agreement and deed-restrictions.

3. Out of Pocket Costs

- a. In calculating the costs under section 2 above, only the affordable housing unit owner's actual out-of-pocket costs and expenses as evidenced by receipts shall be used to calculate the maximum re-sale price. Such amount shall not include any amount attributable to the affordable housing unit owner's profit, labor ("sweat equity"), or to any appreciation in the value of the capital improvements made.

iv. Procedures

1. The assured housing agreement shall specify procedures to comply with the sale and re-sale requirements of this section, including rights of refusal and noticing requirements.

O. Periodic Review of Assured Housing Ordinance

1. The County Council shall review this Section at least biennially to ensure it is meeting the community's housing needs.

P. Waivers

1. The County Council may waive all or part of the requirements of this section in exchange for enhanced project affordability or livability including but not limited to the incorporation of energy efficient or water-wise practices and systems in the unit design and development.

Q. Enforcement

1. Penalty for Violation

- i. It shall be a misdemeanor to violate any provision of this section. Without limiting the generality of the foregoing, it shall also be a misdemeanor for any person to sell or rent to another person an affordable housing unit under this section at a price or rent exceeding the maximum allowed under this section or to sell or rent an affordable unit to a household not qualified under this section. It shall further be a misdemeanor for any person to provide false or materially incomplete information to the County or its designee or to a seller or lessor of an affordable housing unit to obtain occupancy of housing for which the person is not eligible.

2. Legal Action

- i. The County may institute any appropriate legal actions or proceedings necessary to ensure compliance with this section, including: (i) actions to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval; (ii) actions to recover from any violator of this section civil fines, restitution to prevent unjust enrichment from a violation of this section, and/or enforcement costs, including attorney fees; (iii) eviction or foreclosure; and (iv) any other appropriate action for injunctive relief or damages. Failure of any official or agency to fulfill the requirements of this section shall not excuse any person, owner, household or other party from the requirements of this section.

### **Exhibit C**

#### **Minimum Standards for Physical Conditions of Affordable Housing Units**

- 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 services 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**  
**AUGUST 2, 2016**  
Agenda Item: D

<b>TITLE:</b>	2015 Grand Center Report
<b>FISCAL IMPACT:</b>	
<b>PRESENTER(S):</b>	Verleen Striblen, Program Director

**Prepared By:**

Verleen Striblen  
Grand Center  
Program Director

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**BACKGROUND:**

Activities of the Grand Center for 2015

**ATTACHMENT(S):**

1. Grand Center 2015 Activity Report

In 2015 services the Grand Center provided provided

- Congregate Meals: 12,921 meals were served to 185 unduplicated individuals. Meals are served 4 days a week.
- Home Delivered Meal: 15,541 meals were delivered to 97 unduplicated seniors over the age of 60. Meals are delivered 5 days a week.
- Transportation: 3102 one way trips for 45 unduplicated seniors, rides are provided for lunch to the Center, shopping and local rides to Dr. appointments.
- Activities: 101 unduplicated individuals participated in activities at the Center. Some of the activities were exercise classes, craft days, cards, ping pong, pool, Mahjong. For our trips we did more towards the history of Grand County, mining, ranching, movies and the narrow gauge railroad.
- Medicare Counseling: 2 trained staff helped 25 individuals with Medicare. This includes help with signing up for Medicare, Part D and if anyone is having billing issues.
- Center Use: 235 different events with a total of \$12,679.00 in revenue. Events include County, other Government meetings, weddings, board meetings, fund raisers and community or private events.

Numbers for 2014

Congregate meals	12921 meals – 178 unduplicated
Home Delivered	14,529 meals- 104 unduplicated
Transportation	3585 one way trips- 40 unduplicated
Activities	99 unduplicated
Medicare	40 people

Center use 247 events with a total of \$19,154 in revenue

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

AUGUST 2, 2016

Agenda Item: G

<b>TITLE:</b>	Discussion on recommended revisions to the Policies and Procedures of the Governing Body: Section Q "Decorum and Debate" and Section R "Participation by the Public"
<b>FISCAL IMPACT:</b>	N/A
<b>PRESENTER(S):</b>	Ruth Dillon, Council Administrator and Council Study Committee Members Tubbs, Hawks, and McGann

**Prepared By:**

Ruth Dillon  
Council Administrator  
(435) 259-1347  
rdillon@grandcountyutah.net

**FOR OFFICE USE ONLY:**

**Attorney Review:**

To be requested after all sections are discussed

**BACKGROUND:**

On July 19th, the Council discussed the remainder of Section N "Motions," Section O "Reading and Passage of Ordinances" and Section P "Reading and Passage of Resolutions."

Additional topics for tonight's discussion are:

- Section Q, Decorum and Debate
- Section R, Participation by the Public

The Study Committee's redlined suggestions are provided for each of these sections.

**ATTACHMENT(S):**

1. Redlined suggested changes

~~are-is~~ considered waived by the Mmembership voting upon them without an objection being raised.

4. Effective Date: No ordinance passed by the Council shall take effect within less than fifteen (15) days of its publication in accordance with UCA 17-53-208 unless authorized otherwise by state code, such as for emergencies.
5. Amending an Ordinance: Amendments of ordinances shall be approved by a majority vote of the Council and are subject to all of the provisions of this section.

## **P. Reading and Passage of Resolutions**

All proposed resolutions are to express the opinion of the Mmembership on a matter of temporary or advisory nature or to handle administrative business and shall be subject to the following requirements for passage:

1. Printed Copies Due: In order to be considered, ~~typed or printed~~ or electronic copies of the proposed resolution shall be in the possession of the Governing Body forty-eight (48) hours prior to the meeting.
2. Required Readings: Any Mmember may request a full reading; otherwise said resolution shall be read by ~~number and~~-title only. A resolution may be passed and adopted at any time after the reading.
3. Available to the Public: Copies of proposed resolutions shall be available to the public, when feasible, at the ~~County Council~~ offices and the Library not less than forty-eight (48) hours before the ~~hour the~~ Governing Body convenes to act upon the resolution. Should copies be not so available, said resolution shall be ordered read in full before the vote thereon, upon request by any member of the public at the meeting.
4. Waiver: The requirement relating to reading and passing of resolutions ~~are-is~~ considered waived by the Mmembership voting upon them without an objection being raised.
5. Amending a Resolution: Amendments of resolutions shall be approved by a majority vote of the Council and are subject to all of the provisions of this section.

## **Q. Decorum and Debate**

1. Being Recognized: When a Member desires to speak or make a motion, they shall address themselves to “Mr./Madam Chair”. Upon being recognized, they may address the Membership, staff or members of the public.

2. First Person Recognized: When more than one Member addresses the Chair, the Chair shall name the person who is to speak, recognizing the person who first addressed the Chair.
3. Interruptions: No Member shall interrupt another, except when permitted by parliamentary procedure.
4. Decorum: No Member shall indulge in personalities, arraign motives of Members, or use language tending to hold a Member up to contempt.
5. Debate with the Public: No Council Member shall debate with the public or employees during meetings or workshops.
6. Limitation of Debate: In general, No Member of the Council or public shall be allowed to speak more than once upon any one subject until all Members have had an opportunity to speak. Council Members will generally be limited to two statements on any issue under consideration unless substitute motions are made.
- ~~7. Anonymous Communications: Anonymous communications determined by the Council Administrator to be malicious shall not be introduced to the Governing Body; instead the Council Administrator shall forward same to the County Clerk. Anonymous communications determined by the Council Administrator to not be malicious shall be placed in a file folder in the Council's Office for Council Member review, and all Council Members will be notified of same via email upon such determination. See also Section B. 10 Attachment III, "Council E-mail and Communication Policy."~~
7. Electronic Devices: Use of electronic devices during a Council meeting shall be limited to matters pertaining to the business of the meeting; such use is subject to the Open and Public Meetings Act (Code )
8. Leaving Chambers: No Member shall leave the Council Chambers during session without requesting and receiving permission of the Chair.

## **R. Participation by the Public**

1. Employee/Public Recognized: No person in the auditorium shall speak unless recognized by the Chair, who may permit persons to speak on any agenda item. A card for the public is provided at the doorway of each meeting for this purpose for submitting to the Clerk/Auditor at the dais before that item on the agenda is discussed. Upon being recognized, they should be directed by the Chair to advance to the microphone near the dais and state their full name and address.

- The number of persons heard and the time allowed each may be limited at the discretion of the Chair. On matters set for Public Hearings the Chair may invoke a three-minute time limit per person to allow the maximum public participation.
2. Citizens to Be Heard: ~~During~~At the Citizens to Be Heard portion of the meeting, ~~citizens~~persons desiring to speak on an item not on the agenda shall address themselves to the Chair. Upon being recognized, they shall be directed to advance to the dais, state their full name, address, whom they represent, and state their subject matter. The number of persons heard and the time allowed each may be limited at the discretion of the Chair to three minutes.
  3. No Interruptions: No person shall interrupt legislative proceedings.
  4. Three-Minute Rule: No person of the public shall speak more than three (3) minutes except upon waiver by the Chair or on motion of the Membership.
  5. Procedure: Orderly procedure requires that each ~~person~~member of the public shall proceed without interruption from the audience and shall retire when their time is up; that all arguments shall be addressed to the Governing Body, and that there be no questioning or argument between individuals.
  6. Questions: The Members of the Governing Body and staff members may ask questions and make appropriate comments; however, no Member should argue or debate an issue with the petitioner/member of the public.
  7. Written Requests: Should a person desire to speak longer than three (3) minutes at a regular meeting, they shall file a written ~~petition request, via an agenda summary form (Attachment III),~~ with the Council's Office at least ~~seven-six (76)~~ days prior to the meeting date, stating the subject matter and the amount of time desired. The Chair may place the matter upon an ~~appropriate~~ agenda and determine the time that shall be granted. Generally, matters are presented for seven (7) to ten (10) minutes, plus time for questions and answers for the Council's benefit. ~~This rule applies mainly to presentations, hearings and zoning matters.~~
  8. No Assignment of Time: If there are several speakers on a matter, one person may not assign their time to another. Citizen groups may select a person to make ~~their a~~ presentation in their behalf.
  9. Members of the Press: Members of the press shall not be recognized during meetings of the Governing Body.
  10. Orderly Conduct: Citizens attending meetings shall observe rules of propriety, decorum and good conduct. Unauthorized remarks and similar demonstrations shall not be permitted by the Chair who may direct offenders from the Chambers.

# August 2016

July 2016							September 2016						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
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17	18	19	20	21	22	23	18	19	20	21	22	23	24
24	25	26	27	28	29	30	25	26	27	28	29	30	
31													

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	<ul style="list-style-type: none"> <li>4:00PM - 4:00PM Noxious Weed Control Board (Grand Center)</li> <li>5:00PM - 5:00PM Airport Board (Chambers)</li> </ul>	<ul style="list-style-type: none"> <li>8:30AM - 8:30AM Safety &amp; Accident Review Committee (Chambers)</li> <li>2:00PM - 3:45PM Housing Workshop (Chambers)</li> <li>4:00PM - 4:00PM County Council Meeting (Chambers)</li> </ul>	3	<b>Utah Rural Summit ♦ Cedar City</b> <ul style="list-style-type: none"> <li>1:00PM - 1:00PM UDOT SR-128 Corridor Vision Workshop (Grand Center)</li> <li>5:30PM - 5:30PM Mosquito Abatement District (District Office)</li> <li>7:00PM - 7:00PM Grand Water &amp; Sewer Service Agency (District Office)</li> </ul>	5	6
7	<ul style="list-style-type: none"> <li>12:30PM - 12:30PM Council on Aging (Grand Center)</li> <li>7:00PM - 7:00PM Conservation District (Youth Garden Project)</li> </ul>	<ul style="list-style-type: none"> <li>12:00PM - 12:00PM Trail Mix Committee (Grand Center)</li> <li>3:00PM - 3:00PM Travel Council Advisory Board (Chambers)</li> <li>5:30PM - 5:30PM OSTA Advisory Committee (OSTA)</li> <li>6:00PM - 6:01PM Cemetery Maintenance District (Sunset Memorial)</li> <li>6:00PM - 6:00PM Transportation SSD (Road Shed)</li> </ul>	<ul style="list-style-type: none"> <li>5:00PM - 5:00PM Agenda Summaries Due</li> <li>6:00PM - 6:00PM Planning Commission (Chambers)</li> <li>7:00PM - 7:00PM Thompson Springs Fire District (Thompson)</li> </ul>	<ul style="list-style-type: none"> <li>4:00PM - 4:00PM Solid Waste Management SSD (District Office)</li> <li>7:00PM - 7:00PM Thompson Springs Water SSD (Thompson)</li> </ul>	12	13
14	15	<ul style="list-style-type: none"> <li>12:00PM - 12:30PM Chamber of Commerce (Zions Bank)</li> <li>2:00PM - 3:45PM Housing Workshop (Chambers)</li> <li>4:00PM - 4:00PM County Council Meeting (Chambers)</li> </ul>	<ul style="list-style-type: none"> <li>9:00AM - 1:00PM Sewer Summit 2016 (Salt Lake City)</li> <li>12:00PM - 12:00PM Children's Justice Center Advisory Board (City Chambers)</li> <li>6:00PM - 6:00PM Recreation SSD (City Chambers)</li> </ul>	<ul style="list-style-type: none"> <li>12:00PM - 12:00PM Housing Authority Board (City Chambers)</li> <li>1:30PM - 3:30PM Exemplary / Performance Review Committee Meeting (Chambers (Jaylyn))</li> <li>4:00PM - 4:00PM Arches SSD (Fairfield Inn &amp; Suites)</li> <li>7:00PM - 7:00PM Grand Water &amp; Sewer Service Agency (District Office)</li> </ul>	19	20
21	22	23	<ul style="list-style-type: none"> <li>1:00PM - 1:00PM Homeless Coordinating Committee (Zions Bank)</li> <li>6:00PM - 6:00PM Planning Commission (Chambers)</li> </ul>	<ul style="list-style-type: none"> <li>9:00AM - 9:00AM Canyon Country Partnership (Hideout Community Center, Monticello)</li> <li>1:00PM - 1:00PM Association of Local Governments (ALG) (Price)</li> <li>5:30PM - 5:30PM Canyonlands Healthcare SSD (Moab Regional Hospital)</li> </ul>	26	27
28	29	30	<b>Uintah Basin Energy ... ♦ Vernal, UT, Uint</b> <ul style="list-style-type: none"> <li>5:00PM - 5:00PM Agenda Summaries Due</li> </ul>	<ul style="list-style-type: none"> <li>5:30PM - 5:30PM Mosquito Abatement District (District Office)</li> <li>7:00PM - 7:00PM Grand Water &amp; Sewer Service Agency (District Office)</li> </ul>	2	3

# September 2016

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	<b>Uintah Basin Energy ... ♦ Vernal, UT, Uint</b> <ul style="list-style-type: none"> <li>5:00PM - 5:00PM Agenda Summaries Due</li> </ul>	<ul style="list-style-type: none"> <li>5:30PM - 5:30PM Mosquito Abatement District (District Office)</li> <li>7:00PM - 7:00PM Grand Water &amp; Sewer Service Agency (District Office)</li> </ul>	2	3
4	<b>Labor Day</b> <ul style="list-style-type: none"> <li>8:00AM - 5:00PM County Offices Closed</li> </ul>	<ul style="list-style-type: none"> <li>8:30AM - 8:30AM Safety &amp; Accident Review Committee (Chambers)</li> <li>2:00PM - 3:45PM Housing Workshop (Chambers)</li> <li>4:00PM - 4:00PM County Council Meeting (Chambers)</li> </ul>	7	<ul style="list-style-type: none"> <li>3:30PM - 3:30PM Sand Flats Stewardship Committee (Chambers)</li> <li>4:00PM - 4:00PM Solid Waste Management SSD (District Office)</li> <li>5:30PM - 5:30PM Library Board (Library)</li> <li>7:00PM - 7:00PM Thompson Springs Water SSD (Thompson)</li> </ul>	9	10
11	<ul style="list-style-type: none"> <li>12:30PM - 12:30PM Council on Aging (Grand Center)</li> <li>1:00PM - 1:00PM Affordable Housing Task Force (Chambers)</li> <li>5:00PM - 5:00PM Airport Board (Chambers)</li> <li>7:00PM - 7:00PM Conservation District (Youth Garden Project)</li> </ul>	<ul style="list-style-type: none"> <li>10:00AM - 5:00PM Travel Council Advisory Board (Chambers)</li> <li>12:00PM - 12:00PM Trail Mix Committee (Grand Center)</li> <li>5:30PM - 5:30PM OSTA Advisory Committee (OSTA)</li> <li>6:00PM - 6:01PM Cemetery Maintenance District (Sunset Memorial)</li> <li>6:00PM - 6:00PM Transportation SSD (Road Shed)</li> </ul>	<ul style="list-style-type: none"> <li>5:00PM - 5:00PM Agenda Summaries Due</li> <li>6:00PM - 6:00PM Planning Commission (Chambers)</li> <li>7:00PM - 7:00PM Thompson Springs Fire District (Thompson)</li> </ul>	<ul style="list-style-type: none"> <li>12:00PM - 12:00PM Housing Authority Board (City Chambers)</li> <li>1:30PM - 3:30PM Exemplary / Performance Review Committee Meeting (Chambers)</li> <li>4:00PM - 4:00PM Arches SSD (Fairfield Inn &amp; Suites)</li> <li>7:00PM - 7:00PM Grand Water &amp; Sewer Service Agency (District Office)</li> </ul>	16	17
18	19	<ul style="list-style-type: none"> <li>12:00PM - 12:30PM Chamber of Commerce (Zions Bank)</li> <li>2:00PM - 3:45PM Housing Workshop (Chambers)</li> <li>4:00PM - 4:00PM County Council Meeting (Chambers)</li> </ul>	<b>USACCC Fall Conference ♦ Vernal</b> <ul style="list-style-type: none"> <li>1:00PM - 1:00PM Moab Area Watershed Partnership (Water District Office)</li> <li>6:00PM - 6:00PM Recreation SSD (City Chambers)</li> </ul>		23	24
25	26	<ul style="list-style-type: none"> <li>2:45PM - 2:45PM Mental Health Board (Green River)</li> <li>5:00PM - 5:00PM Public Health Board (Green River)</li> </ul>	<ul style="list-style-type: none"> <li>5:00PM - 5:00PM Agenda Summaries due</li> <li>6:00PM - 6:00PM Planning Commission (Chambers)</li> </ul>	29	30	1



## Employment Opportunities

### Administrative Assistant - Old Spanish Trail Arena (OSTA)

Posted June 29, 2016 2:15 PM | Closes July 29, 2016 5:00 PM

Job Summary Under the direction of the OSTA Manager, performs administrative, secretarial duties and some cleaning duties at the Spanish Trail Arena. ... [Full Description](#)

[Apply Online](#)

### 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 September 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 September 30, 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 September 30, 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](#)

### MANAGER / ENTOMOLOGIST

Posted June 8, 2016 2:00 PM | Closes August 1, 2016 5:00 PM

MOAB MOSQUITO ABATEMENT DISTRICT JOB ANNOUNCEMENT MANAGER / ENTOMOLOGIST Full-time, exempt, work hours as necessary to... [Full Description](#)

Date	Event Name	Permit Status
<b>AUGUST</b>	NONE	
<b>SEPTEMBER</b>		
	1-12 <b>Moab Music Festival</b>	Permitted
	2-6 <b>Labor Day Safari, Red Rock Four Wheelers</b>	Permit not required - Not over 100 on a single trail at one time, BLM & SITLA Permits required for JS routes.
	7-11 <b>RMAR Rendezvous, Ride with Respect</b>	Permit not required - not over 100
	9-11 <b>Blazer Bash</b>	Permit not required - not over 100, using Old City Park for gathering places, BLM & SITLA Permits required for JS routes
	15-18 <b>Melon Nights</b>	
	18-22 <b>Moab Zombie Hunt, The Hummer Club/Hummer Happening</b>	Permit not required - not over 100, using Rotary Park, BLM & SITLA Permits required for JS routes
	20-24 <b>Land Rover National Rally, Solihull Society</b>	Permit not required - Not over 100 on a single trail at one time, BLM & SITLA Permits required for JS routes. Organized event held at OSTA
	21-27 <b>Moab Gay Adventure Week &amp; Moab Pride Festival</b>	Permit not Required - Swanny Park
	22-25 <b>Mother of All Boogies (Skydiving Festival)</b>	
	28-10/2 <b>Red Rockin' XsX / ATV-UTV, OSTA</b>	Permit not required - Not over 100 on a single trail at one time, BLM & SITLA Permits required for JS routes. Organized event held at OSTA
	<b>Slickrock Thriller / Utah HS Mountain Bike Race</b>	2015 Event, No Schedule for 2016
	30-10/2 <b>Outerbike, Western Spirit Cycling</b>	

[Sign up](#) to receive a text message or email when new bids are added!



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<b>Bid Title:</b>	Construction Management General Contractors Services for Remodeling Grand County Jail and Dispatch
<b>Category:</b>	Clerk/ Auditor
<b>Status:</b>	Open
<b>Bid Recipient:</b>	Diana Carroll, Clerk/Auditor

---

**Description:**

See attached related documents for further information.

**Publication Date/Time:**

7/18/2016 8:00 AM

**Closing Date/Time:**

8/5/2016 5:00 PM

**Submittal Information:**

Submit to Grand County Clerk/Auditor's Office 125 E. Center St. Moab, UT 84532

**Contact Person:**

Rick Bailey, Project Manager  
rbailey@grandcountysheriff.org  
(435) 259-1310

**Business Hours:**

8:00am - 5:00pm

**Qualifications:**

See attached related documents for further information.

**Special Requirements:**

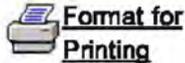
See attached related documents for further information.

**Related Documents:**

[Construction Management General Contractors Jail Remodel RFP 2 Addendum RFP](#)

[Return To Main Bid Postings Page](#)

[Sign up](#) to receive a text message or email when new bids are added!



[Format for  
Printing](#)

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<b>Category:</b>	Clerk/ Auditor
<b>Status:</b>	Open
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**Special Requirements:**

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**Related Documents:**

[Construction Management General Contractors Jail Remodel RFP 2 Addendum RFP](#)

[Return To Main Bid Postings Page](#)

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

Agenda Item: I

<b>TITLE:</b>	Approving Moab Uranium Mill Tailings Remedial Action Project's 2016 <i>Annual Statement of Continued Compliance</i>
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER(S):</b>	Lee Shenton, UMTRA Liaison

**Prepared By:**

Lee Shenton,  
UMTRA Liaison

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**RECOMMENDATION:**

I move to approve the Moab UMTRA Project's 2016 Annual Statement of Continued Compliance and authorize the Chair to sign all associated documents.

**BACKGROUND:**

Per Grand County Resolution 2741, the Conditional Use Permit for the Moab UMTRA Project (the "Project") requires the Project team to submit an *Annual Statement of Continued Compliance* (ASCC) including responses to a standard set of questions (see Section I of attached 2016 ASCC). Resolution 2741 also delegates responsibility for review of the ASCC to the Moab Tailings Project Steering Committee (MTPSC) but Council retains authority for final acceptance.

MTPSC submitted additional questions to the Project team and these have been addressed in Section II of the ASCC.

At their July 26<sup>th</sup> meeting the MTPSC reviewed the responses to all questions with Federal Project Director Donald Metzler and then voted unanimously to recommend that Council formally accept the 2016 ASCC.

The Moab Tailings Project Steering Committee recommends that Council formally accept the Moab UMTRA Project's 2016 *Annual Statement of Continued Compliance*.

**ATTACHMENT(S):**

1. Letter from Federal Project Director
2. Moab UMTRA Project *2016 Annual Statement of Continued Compliance & Proposed Letter of Acceptance of 2016 Annual Statement*



## U.S. Department of Energy

200 Grand Avenue  
Grand Junction, CO 81501

July 21, 2016

Ms. Elizabeth Tubbs, Chairman  
Grand County Council  
125 East Center Street  
Moab, Utah 84532

Subject: Grand County Conditional Use Permit (CUP) Resolution, Annual Statement of Continued Compliance Regarding the U.S. Department of Energy's (DOE) Moab Uranium Mill Tailings Remedial Action (UMTRA) Project

Dear Ms. Tubbs:

The DOE has prepared the 2016 Annual Statement of Continued Compliance, per CUP Resolution #2006-2741, within the requested timeframe of the CUP. Enclosed, please find a copy of the statement plus attached air monitoring maps (3) for the Council. For your convenience, pages 1 to 5 of the statement address reporting requirements outlined in Section 17 of the CUP resolution, pages 5 (bottom) to 7 (top) provide photographs of activities, and pages 7 and 8 address additional questions from the County Council.

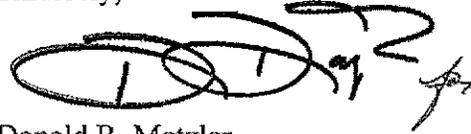
The main activities at the Moab UMTRA Project involved shipping mill tailings, placement of tailings in the disposal cell, and ground water remediation. Additional activities included excavation of Phase IIIa of the disposal cell, construction of a permanent concrete wall and ditch to protect workers from potential rock falls in response to the November 2014 rockslide, and repair of shipping containers. Because of the need to perform other costly activities (e.g., cell excavation, container maintenance), the Remedial Action Contractor reduced staff and the number of trains from four to two per week.

The enclosed report provides details of the operational activities over the past year, projected activities for the coming year, and results of on-going environmental monitoring programs.

In the next year, the Project plans to continue excavation, conditioning, and shipment of two trains per week of tailings, and shipment of mill debris by train and truck. A portion of the disposal cell tailings is schedule to receive interim cove, and additional disposal cell excavation is planned. Replacement of heavy equipment is also planned.

DOE looks forward to a continued cooperative relationship with the County. If you have any questions regarding the Annual Statement please contact me at 970-257-2115 or Ed Baker of my contractor staff at 970-257-2112.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Metzler', with a stylized flourish at the end.

Donald R. Metzler  
Federal Project Director

Enclosures

cc w/ enclosures:

L. Shenton, Grand County

D. Dayrit, DOE

J. Peach, DOE

K. Wethington, DOE

B. Wethington, DOE

E. Baker, RAC

K. Kisiel, RAC

J. Biagini, RAC

R. Daily, RAC

M. McDonald, RAC

C. Niemeyer, RAC

J. Ritchey, TAC

W. Ryan, TAC

Project File MOA 5.4 (C. Smith)

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**Grand County**  
**Annual Statement of Continued Compliance**  
**July 19, 2015 – July 18, 2016**

**I. Per requirements of the Grand County Conditional Use Permit (CUP), Resolution #2006-2741, DOE hereby submits this Annual Statement of Continued Compliance. The following is specific information requested in item #17 of the resolution:**

**a. Summary of work completed by the Moab Uranium Mill Tailings Remedial Action Project (Project) pursuant to the approved CUP in the past 12 months:**

**Project Accomplishments**

The Project has shipped a total of approximately 8,255,775 tons as of July 1, 2016 (over 667,080 tons in the past year). This total represents almost 52 percent of the estimated 16 million tons total to be moved.

The Project worked over 2.5 million hours without a lost-time injury or illness before a slip on the ice resulted in an employee injury that was recorded in early January. No environmental notice of violation was received and there were no unplanned environmental releases, radiological spills, or reportable releases.

Excavation, conditioning, loading, and unloading of tailings and some mill building debris were performed throughout most of the year. The Project resumed full train shipments of 136 containers, one train a day, four days a week, beginning in October 2015. In May 2016, the number of trains shipped per week was reduced to two.

A permanent concrete block wall and ditch were constructed at the south end of the Moab rail bench to protect workers from potential rockfalls (see photo on page 6). Due to significant corrosion on the inside of container sidewalls from the tailings material, a major effort was initiated to weld steel panels over thinning ones on the outside of containers. Also, a coating was sprayed inside containers to address corrosion.

This spring, approximately 500,000 cubic yards of material was excavated from Phase 3 of the disposal cell at Crescent Junction to create room for more tailings (see photo on page 6). The excavated material was placed on the spoils embankment (wedge) north of the cell to protect the cell from storm water runoff.

Last September, extraction of contaminated ground water to the evaporation pond on top of the tailings pile was ceased in preparation for removal of the pond this summer. This spring, the storage tank used for extracted ground water and associated piping were relocated away from upcoming tailings pile excavation activities (see photo on page 7). This action allows excavation on the tailings pile to continue eastward, ground water extraction to resume (albeit at a lower rate), and use of extracted contaminated water for dust control on the tailings pile and conditioning of tailings to continue.

**Moab**

Tailings shipments of 136 containers per train resumed in October 2015, following a phased increase in train length due to the rockfall that occurred in November 2014.

Because of the need to perform other costly activities, such as cell excavation and container maintenance, in addition to shipping tailings, this spring the Project chose to reduce the number of trains per week from four to two rather than have two lengthy curtailments in 2016 and 2017. As a result, there was a corresponding reduction in Project personnel. A “roving” crew now loads the train one day in Moab and unloads the train the next workday at the Crescent Junction disposal site.

In addition to tailings shipping and disposal operations, shipments of mill debris in containers began during this reporting period. A number of facility maintenance and upgrade activities were also performed, such as chip seal of haul roads and construction of a shade structure to provide equipment maintenance workers inside the Contamination Area with relief from the sun and high temperatures. Project staff continued reseeding, irrigating, and weeding operations in revegetated areas.

In the past year, staff performed radiological surveys on two properties in Moab (vicinity properties) to determine if radiological material above the U.S. Environmental Protection Agency standards was present. During this compliance period, remedial action was not performed on any vicinity properties.

Approximately 5.6 million gallons of ground water, which included 12,870 pounds of ammonia and 115 pounds of uranium, were extracted during the past 12 months through the interim action ground water system. Almost 6.4 million gallons of freshwater were injected to create a hydraulic barrier. Injection operations were temporarily suspended in late August through September 2015 due to high turbidity in the Colorado River and the system was shut down for the winter from mid-December 2015 until mid-January 2016.

### **Crescent Junction**

Placement and compaction of tailings in the disposal cell continued throughout this compliance period.

The former container dump area was removed to enable completion of tailings placement in Phase 2 of the disposal cell. Excavation of Phase 3a began in March and was completed in May 2016. This newly excavated area will provide additional room to conduct operations and expands the capacity for tailings placement. Five welding stations were created and utilized for container maintenance. A shade structure was also constructed for workers.

#### **b. Number of workers employed on site in the past year and projection for the coming year:**

The number of Remedial Action Contractor (RAC) personnel decreased significantly this spring because of the reduction in weekly train shipments. On April 26, 31 RAC employees were laid off. As of July 1, 2016, the Project had 80 employees associated with the RAC and 27 with the Technical Assistance Contractor. DOE filled the open Deputy Federal Project Director (FPD) position last September for a total staff of five. No large fluctuations in Project staff are projected for the coming year.

**c. The work plan for the coming 12 months including any modifications, additions and deletions:**

Continued excavation, conditioning, and shipment of two trains per week of tailings are planned through the end of this fiscal year (FY) (i.e., September 30, 2016). The shipping schedule through July 2017 will depend on the funding authorized for FY2017, but two trains per week are anticipated. In addition, the Project will ship an estimated 20,000 tons of mill debris over the next year, either by train or by trucks on U.S. Highway 191. Container maintenance will continue to be a major effort over the next year. The goal is to maintain the current safe, sustained operations with the existing workforce.

The Project is evaluating the need to replace heavy equipment, including containers, reach stackers, haul trucks, and earth-moving machines, as well as perform infrastructure maintenance. Interim action ground water remediation and monitoring will continue, although the volume extracted has been reduced because of the change to pumping water directly to a storage tank and the elimination of the evaporation pond. Efforts will continue to be focused on protecting the endangered fish habitat. The Project will inject surface (fresh) water into wells along the river and will use surface water diversion into side channels when necessary to reduce contaminant concentrations.

Radiological surveys of properties in the Moab area will continue as needed; however remediation of vicinity properties is not currently planned over the next year.

Placement of tailings and debris two days per week with the roving crew will continue at the Crescent Junction site. The Project plans to place interim cover on a portion of the tailings that has reached final design elevation in the disposal cell by the end of this fiscal year. Additional placement of interim cover on tailings and repair of haul road pavement in FY2017 is being evaluated. Excavation of another portion (500,000 cubic yards) of the disposal cell (Phase 3b) is planned in FY2017 to create additional disposal space.

No modifications or additions to the CUP are anticipated.

**d. Air and water quality monitoring reports and support materials sufficient to inform the public regarding any health risks associated with the Project:**

In accordance with DOE Order 231.1B, "Environmental, Safety and Health Reporting," DOE Order 458.1, "Radiation Protection of the Public and the Environment," and supplemental guidance from DOE headquarters, DOE prepares an Annual Site Environmental Report to inform the public of environmental site performance, confirm compliance with environmental standards and requirements, and highlight significant programs and efforts. A comprehensive network of over 100 ground water and surface water monitoring locations and 36 air monitoring stations are situated on and off the Project sites. Ground water and surface water monitoring reports, quarterly air monitoring data reports, and the Annual Site Environmental Reports are readily available on the Project website at [www.gjem.energy.gov/moab](http://www.gjem.energy.gov/moab). In addition, copies are maintained in the public reading room at the Grand County Library and key stakeholders are notified of their availability on the Project website.

**Hydrology**—Active ground water remediation is conducted to protect potential suitable habitat areas adjacent to the site, and to remove ammonia and uranium mass from the ground water system.

During the past year, DOE continued operation of the interim action ground water remediation system. Surface water quality of the Colorado River was monitored periodically throughout the year and during the critical time for endangered fish species. In addition to extraction of contaminated ground water through wells located close to the tailings pile, freshwater (diverted river water) was injected through wells near the river as an additional way of minimizing the discharge of ammonia to the river. Surface water diversion was not necessary last summer due to the side channel adjacent to the well field being dry. Surface water monitoring downstream of the site showed no effect by the site on river quality.

**Environmental Air Program**—DOE's environmental air monitoring strategy for the Project is designed to monitor public and environmental exposures to airborne contaminants that are directly attributable to the uranium mill tailings and other contaminated materials from the Moab and Crescent Junction sites. Specifically, DOE's air monitoring strategy assesses exposure levels to direct gamma radiation, radon, and airborne radioparticulates. The environmental or ambient air monitoring network consists of on-site, off-site, and background sampling locations at or near Moab, Crescent Junction, and Thompson Springs.

The radon monitoring data collected during the past year indicate that the annual radon limit was not exceeded at the Moab site. A review of radon data from the fourth quarter of 2015, which typically has shown the highest readings, indicates levels of radon last winter were generally lower than those recorded in 2014. However, elevated wintertime radon levels were noted near the tailings excavation on the northeast side of the pile, as would be expected from a newly excavated area where the interim cover material has been exposed. These results do not reflect exposures to the public. Overall, radon levels at the site have decreased since excavation of the tailings pile began in early 2009. Radon results for off-site locations were all similar to historical baseline levels, which were low. No on- or off-site locations at or near Crescent Junction or Thompson Springs exceeded the limit.

Since tailings pile excavation began, the exposure rates for direct gamma exceeded the public limit only at locations within the DOE property boundary. Based on the monitoring data from the past year, three on-site monitoring locations (0109, 0110, and 0112) at the Moab site exceeded the annual direct gamma radiation public dose limit; however, because no members of the public reside at these locations, these results do not reflect doses to the public. Elevated readings are to be expected as excavation of tailings occurs immediately adjacent to these monitoring stations. No Moab off-site monitoring locations and no on- or off-site locations at or near Crescent Junction or Thompson Springs exceeded the limit. See attached maps for on-site and off-site monitoring locations at Moab and Crescent Junction.

No radioparticulate (from dust particles) exposure limits were exceeded at any of the 14 monitoring locations at or near the Moab or Crescent Junction sites during this

reporting period. The radioparticulate results have consistently been below the limit since the DOE assumed ownership of the Moab site. Opacity is monitored and if excessive fugitive dust is noted, dust control is implemented and if necessary, dust-generating activities are suspended.

In summary, public exposure to direct gamma, radon, or radioparticulates from the Moab site did not exceed DOE public dose limits because all elevated readings were within the DOE property near the tailings pile. Evaluation of monitoring data at the Crescent Junction site indicated no measurable public impacts from the tailings disposal.

**Employee Monitoring for Radiation Exposure Program**—In addition to the environmental air monitoring program, an employee radiological monitoring program is conducted. Employees who routinely enter the Contamination Area represent the highest potentially exposed individuals and are monitored for gamma radiation, radon, and radioparticulates.

The Project sets goals and ensures that adequate controls are in place to maintain employee radiological exposure as low as reasonably achievable (ALARA). The Project reduced the individual external radiation exposure ALARA goal to 440 millirems per year (mrem/yr) in 2015. The Project's goal is very conservative when compared to the U.S. Nuclear Regulatory Commission exposure limit of 5,000 mrem/yr, and the DOE administrative control limit of 2,000 mrem/yr. Radiation exposure results to date indicate that the Project adequately protects its workers from radiological hazards.

**Landscaping** — The Moab site entrance landscaping and cottonwood hedgerow north of the office area are doing very well for the eighth growing season (see photo below). In general, revegetation at both sites is in good condition and making noticeable progress.



*Globemallow and grass near the Moab site entrance looking west, May 2016*



*Concrete wall installed to protect south end of Moab rail bench, November 2015*



*Phase 3a cell excavation nearly completed, May 2016*



*Frac tanks used to replace evaporation pond as part of ground water remediation program, May 2016*

**II. Grand County has requested the following additional information and responses are provided below:**

**1. Will the project's capabilities for any of the following be adversely affected by the April, 2016 workforce reduction: site security, emergency response, dust control, spill control?**

No significant reduction in capabilities should be noted, as there was no reduction in support resources. Security, safety, and environmental staff were not reduced, nor were the number of water truck drivers.

**2. How and when does the project expect to transport mill debris to the disposal cell?**

Starting in April 2016, small quantities (roughly 10 to 20 of 136 containers in a trainload) of debris have been shipped. Debris was mixed with tailings and shipped in containers by rail. Shipments have been intermittent and designed to evaluate the methodology. The project is planning to increase debris shipments beginning later this year by utilizing trucks on U.S. Highway 191. The current plan is to utilize four to six trucks making four trips per day for about 2 months. The Utah Department of Transportation has been notified of pending shipments. The truck shipments would be conducted under the U.S. Department of Transportation Special Permit #14283 and have to meet all conditions under the permit, such as strong, tight containers and shipping markings and papers.

3. **How will work on vicinity properties be impacted by the current funding levels?**  
Minimal impact is expected. Most of the vicinity properties have been remediated and none of the remaining is ready to be remediated. Radiological surveys have been performed on all but one identified properties and future surveys will be performed as requested by landowners to determine possible presence of residual radioactive material.

4. **At current federal funding levels, it is likely that the Moab UMTRA would not be completed before 2030, increasing the likelihood of retirements of key DOE Project personnel before completion. How does DOE handle succession planning for Project leaders to assure continuation of safe and effective operations?**

As mentioned above, DOE hired a Deputy FPD for the Moab Project in September 2015. This position is designated to act in the FPD's absence and the individual is being trained to be able to assume the role of FPD should that position become vacant. The addition of two DOE staff positions (Deputy FPD and Environmental Safety and Health/Quality Assurance Manager) in 2015 allows for spreading the project knowledge base, which should minimize the impact of retirements.

5. **Grand County and City of Moab are requesting \$5 million of FY17 funding for Moab UMTRA from the State of Utah. If obtained, how could the Project use this new state funding?**

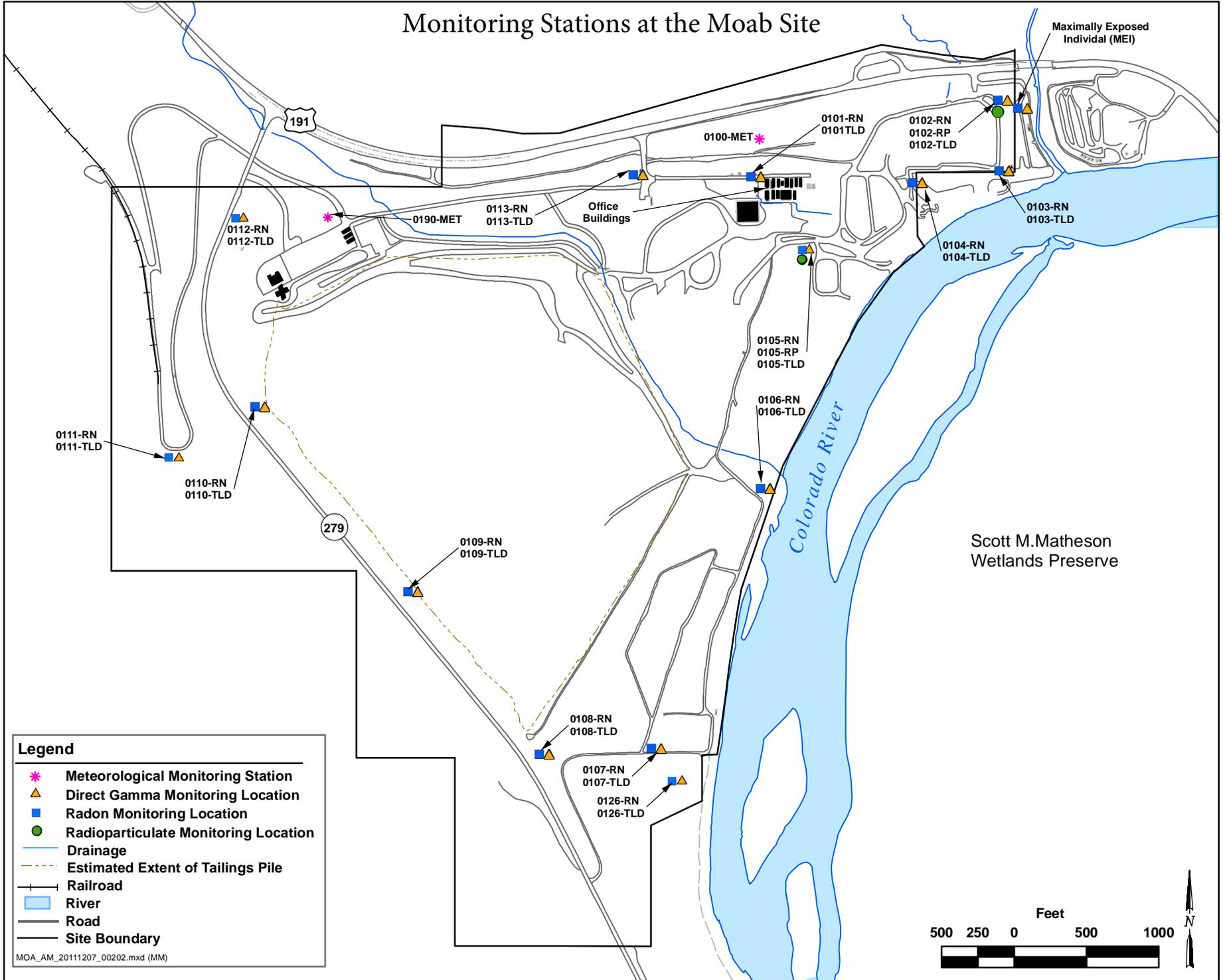
If the President's Budget Request for FY2017 is enacted, the Moab Project will receive about \$34.7 million. An additional \$5M would not be sufficient to allow a return to shipping four weekly trains. However, that level of additional funding could be used to excavate a larger portion of Phase 3 of the disposal cell, place interim cover materials on the tailings that have met the design elevation, and continue addressing aging infrastructure and equipment needs.

The Project would need sustained annual funding of \$45 million escalated for inflation each year to return to the previous shipping schedule of four weekly trains. This level of funding would also allow the Project to perform other necessary operational activities in addition to shipping tailings.

6. **Project funding is subject to annual changes and possible further significant reductions which could adversely impact staffing levels. How does the Project plan to retain and maintain a cohesive and effective workforce?**

The Project strives to provide a safe work environment that encourages employee engagement free of retaliation and management is committed to making safety improvements and supporting the employee safety committee. Management has an open door policy that encourages employees to voice concerns or suggestions. Catered lunches and awards are used to reward safe behaviors and attitudes. The contractors also offer wages and benefits that are very competitive for the area.

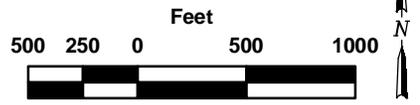
# Monitoring Stations at the Moab Site

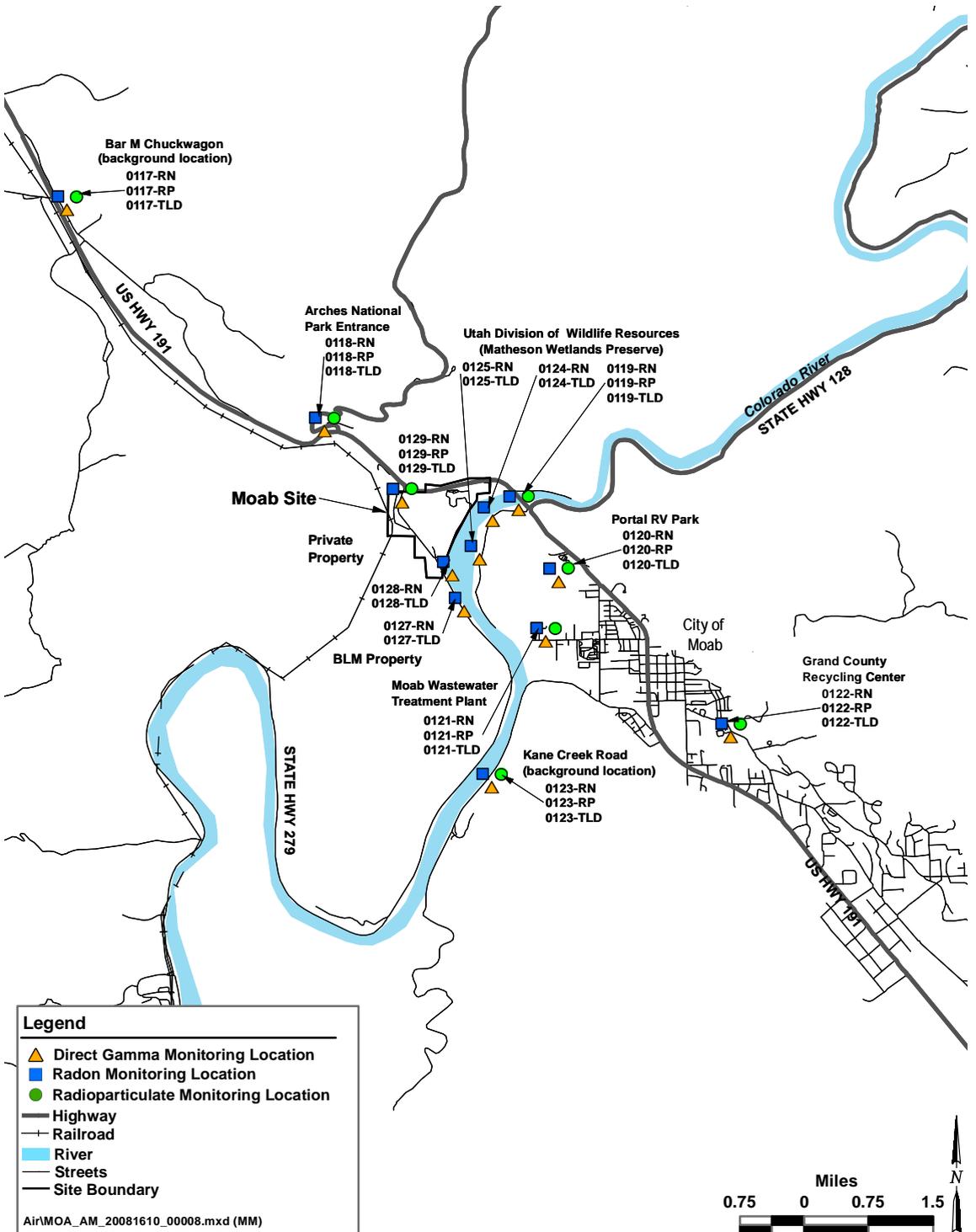


## Legend

- \* Meteorological Monitoring Station
- ▲ Direct Gamma Monitoring Location
- Radon Monitoring Location
- Radioparticulate Monitoring Location
- Drainage
- - - Estimated Extent of Tailings Pile
- Railroad
- River
- Road
- Site Boundary

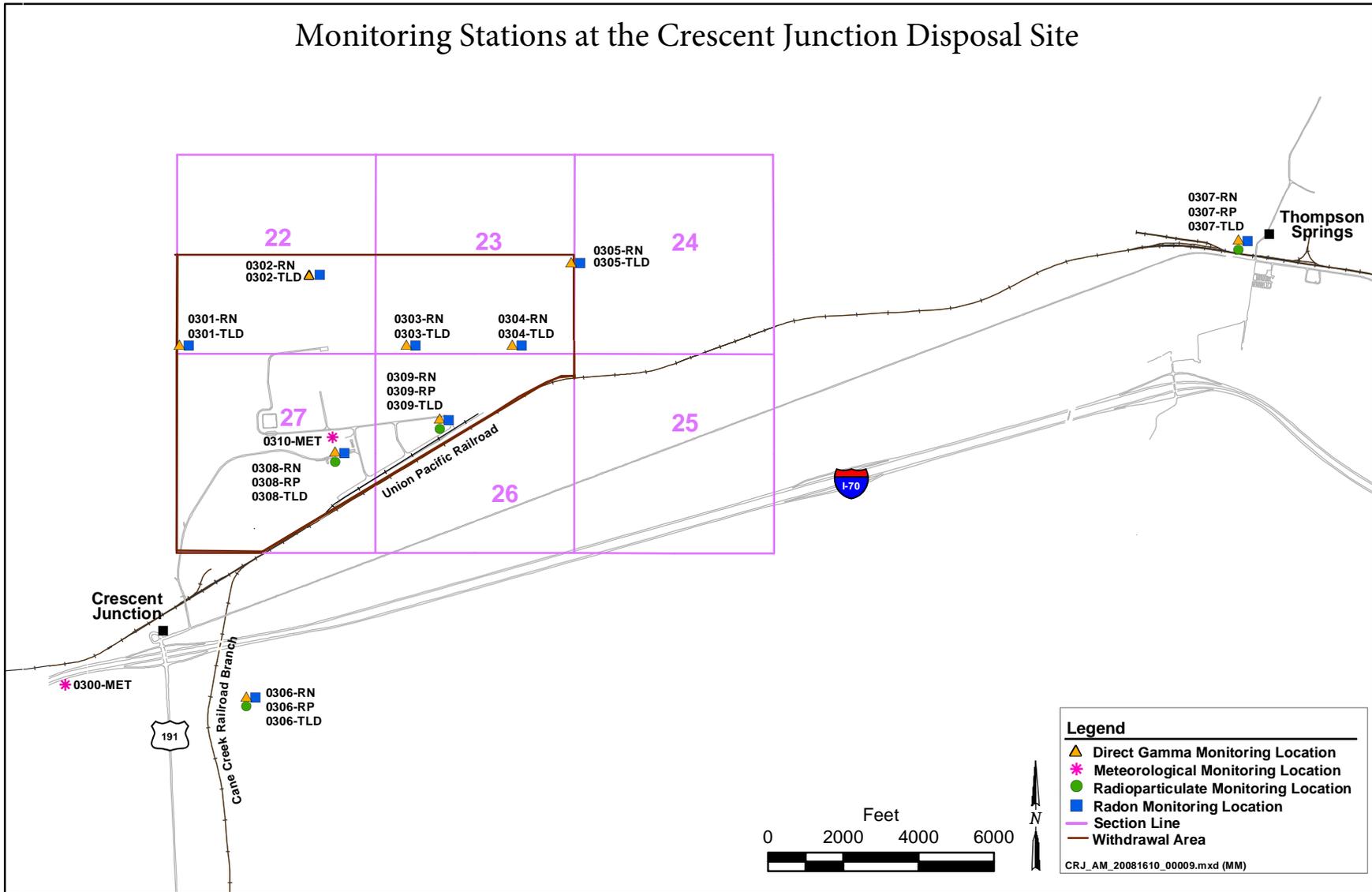
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(Off-site) Monitoring Stations near the Moab Site

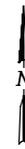
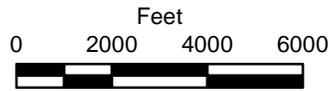
# Monitoring Stations at the Crescent Junction Disposal Site



**Legend**

- ▲ Direct Gamma Monitoring Location
- ✱ Meteorological Monitoring Location
- Radioparticulate Monitoring Location
- Radon Monitoring Location
- Section Line
- Withdrawal Area

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

August 2, 2016

Mr. Donald Metzler, Federal Project Director  
Moab UMTRA Project, DOE-OEM  
200 Grand Avenue, Suite 500  
Grand Junction, Colorado 81501

Dear Mr. Metzler:

On August 2, 2016, Grand County Council formally accepted the 2016 Annual Statement of Continued Compliance from the Moab UMTRA Project per the recommendation from the Moab Tailings Project Steering Committee.

Grand County appreciates the willingness of you and your project team to continue to comply with the Conditional Use Permit.

Sincerely,

Elizabeth Tubbs, Chair  
Grand County Council

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**August 2, 2016**  
 Agenda Item: J

<b>TITLE:</b>	Approving County membership application to join the Economic Development Corporation of Utah (EDC-Utah)
<b>FISCAL IMPACT:</b>	\$1500 annually, discounted for Aug – Dec. 2016. (already budgeted) Three year minimum commitment.
<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 :**

I move to approve the application to join EDC Utah.

**STAFF RECOMMENDATION:**

Approval

**BACKGROUND:**

The Economic Development Corporation of Utah (EDC-Utah) is a public private partnership that serves as one of the main actors in Utah’s economic development arena. EDC-Utah specializes in being a comprehensive source of critical economic data and key public/private contacts in order to facilitate the recruitment of out-of-state companies and spur the development and expansion of local businesses.

Grand County will benefit through its membership with EDC-Utah in multiple ways, including:

- Promotion of Grand County as a place for business expansion and relocation
- Inclusion in the Utah Sure Sites database ([www.utahsuresites.com](http://www.utahsuresites.com))
- Inclusion in regionally-specific research projects
- Contact with statewide economic developers
- Exposure to nationally active site-selectors for business location
- Networking opportunities with economic development experts
- Improvements to Grand County’s statewide reputation as a business-friendly community

In 2016, Zacharia Levine received a community match grant from EDC Utah in the amount of \$600 to complete an economic development course. Future grant awards for community marketing and professional development are anticipated.

**ATTACHMENT(S):**

1. EDC Public Sector Investor Packet

# Public Sector Investor Application

Thank you for your investment in Economic Development Corporation of Utah. We look forward to working with you.

## Community Information

**Community Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**City** \_\_\_\_\_  
**State** \_\_\_\_\_  
**Zip Code** \_\_\_\_\_  
**Main Phone** \_\_\_\_\_  
**Website** \_\_\_\_\_

**City Manager / Administrator**  
**Name** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**Email** \_\_\_\_\_  
**Office Phone** \_\_\_\_\_  
**Cell Phone** \_\_\_\_\_

**Mayor / Commissioner** *(Board of Trustees Member)*  
**Name** \_\_\_\_\_  
**Email** \_\_\_\_\_  
**Office Phone** \_\_\_\_\_  
**Cell Phone** \_\_\_\_\_

**Economic Development**  
**Name** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**Email** \_\_\_\_\_  
**Office Phone** \_\_\_\_\_  
**Cell Phone** \_\_\_\_\_

**Mayor / Commissioner's Assistant**  
**Name** \_\_\_\_\_  
**Email** \_\_\_\_\_  
**Office Phone** \_\_\_\_\_

## Payment Information

My commitment is for three years and is automatically renewable on the anniversary date next year (the date your remittance is received reflects renewal date for future invoicing). If provided, your credit card information will not be stored.

- Investment Amount \$ \_\_\_\_\_ enclosed  
(Make checks payable to: Economic Development Corporation of Utah)
- Pay by Credit Card
- In-kind: \_\_\_\_\_ Estimated Value \$ \_\_\_\_\_
- Reciprocal

**PLEASE EMAIL YOUR COMMUNITY/CITY LOGO (150 DPI, JPG format) to [smartell@edcutah.org](mailto:smartell@edcutah.org) – Thank You!**

Credit Card Type:

- Visa       Mastercard       American Express       Discover

Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ CVV: \_\_\_\_\_

Name as it reads on card: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Billing City: \_\_\_\_\_ Billing State: \_\_\_\_\_ Billing Zip: \_\_\_\_\_

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### Additional Information

The following information will assist in referring economic development opportunities to your community and will be posted on [www.edcutah.org](http://www.edcutah.org). Your entry in EDCUtah's Investor Directory will include the Mayor/Commissioner, City Manager/Administrator, and Economic Development contact information listed above as well as the information listed below. If you'd like to have any of this information updated in the future, please contact us at 801-328-8824 with any updates!

**Year Established:** \_\_\_\_\_

**Recent economic development projects of note (3):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Economic development areas of focus:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

### Contact Information

Please complete application and return with payment to:

*Kevin Bischoff*  
*Director of Membership, EDCUtah*  
[kbischoff@edcutah.org](mailto:kbischoff@edcutah.org)  
*201 South Main Street, Suite 2150*  
*Salt Lake City, Utah 84111*  
*801-323-4255*

# Overview

## What is EDCUtah?

The Economic Development Corporation of Utah (EDCUtah) is an investor-based public/private partnership working with government and private industry to promote the state of Utah. This partnership includes more than 270 private-sector businesses and organizations, municipalities, counties, chambers of commerce, and the state all working towards the common goal of increasing the number of quality jobs and the capital investment in Utah.

EDCUtah specializes in being a comprehensive source of critical economic data and key public/private contacts in order to facilitate the recruitment of out-of-state companies and spur the development and expansion of local businesses.

## History of EDCUtah

In 1987, local businesses and government leaders envisioned a new corporation that would pool the resources of business leaders and local elected officials and bring the private and public sector together in their efforts to grow the economy. Based upon this vision, this group of leaders established the Economic Development Corporation of Utah, creating the first statewide public/private partnership in the United States for economic development.

In 2005, EDCUtah contracted with the state of Utah to become the designated organization for all corporate recruitment for the state.

Today, EDCUtah continues its efforts to help create economic growth in Utah. Through its marketing programs and business development efforts, EDCUtah is very engaged in recruiting viable out-of-state companies to locate or expand into Utah, and helping local businesses to grow.

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## Mission

***“To serve as a catalyst for quality job growth and increased capital investment by assisting in-state companies to expand and relocate in Utah.”***

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## Business Development Team

The Business Development team works with companies considering Utah for expansion or relocation, both assisting businesses that contact EDCUtah directly and proactively pursuing specific industries. Services provided to key decision makers and site consultants include critical economic data, client site tours, community briefings, incentive evaluations and operating cost comparison analyses. They also assist both public and private sector groups with their growth and expansion needs, providing resource information about financial assistance opportunities, in-state suppliers and vendors, industry profiles and contacts with EDCUtah investors.

The Business Development Team also manages the EDCUtah Community Match Grant program and maintains Utah SURE Sites – Utah’s online certified sites program.

## Research Center

The Research Center is responsible for compiling the most up-to-date information and statistics on statewide business trends, compiling customized research data and data analysis (Operating Cost Analyses, Community Economic Impact Analyses, site consultant surveys and economic profiles) and responding to economic data inquiries.

## Marketing and Communications

The Marketing and Communications team promotes Utah and Utah companies to key local, national and international decision makers and promotes EDCUtah as a comprehensive source of data, contacts and assistance for companies considering Utah for expansion or relocation.

## EDCUtah Contacts

Jeff Edwards  
*President & CEO*  
801-328-8824  
[jedwards@edcutah.org](mailto:jedwards@edcutah.org)

Erin Laney  
*Vice President of Business Development*  
801-323-4249  
[elaney@edcutah.org](mailto:elaney@edcutah.org)

Michael Flynn  
*Chief Marketing Officer*  
801-328-9742  
[mflynn@edcutah.org](mailto:mflynn@edcutah.org)

# Benefits of Becoming an EDCUtah Investor

## Networking & Events

- **New Investor Orientation** – Meet staff and other new investors and introduce your business to all attendees and opportunity to attend next Board of Trustees meeting for introduction to the Board
- **Quarterly Investor Updates** – Three times a year networking, EDCUtah business updates, meet new investors
- **Annual Meeting** – Networking, fiscal year-end report, guest speaker/panel
- **Holiday Open House** – Networking

## Sponsorship

- **Golf for Grants Tournament** – Opportunity for sponsorship and networking
- **EDCUtah Annual meeting** – Opportunity for sponsorship and some networking
- **Quarterly Investor Update** – Opportunity to sponsor and host a meeting
- **EDCUtah Board of Trustees meeting** – Opportunity to sponsor and host a meeting

## Promotional

- Immediate addition to EDCUtah's website
- Promote your company and branding when sponsoring any of the following events:
  - Annual Meeting
  - Golf for Grants Tournament
  - Quarterly Investor Update
  - Board of Trustees Meeting

## Data & Information

- **Project Win Announcements** – Receive monthly emails containing information about a company who is choosing to expand or move to Utah. The company, what they do, investors involved and contact information for the business development manager for the project
- **Economic Review Weekly Newsletter** – Receive a weekly newsletter with links to events, recent news and announcements, and spotlights on EDCUtah investors.
- **Project Update Report** – Current information on projects actively considering expansion to Utah sent monthly
- **Research Department** – Access to the most recent data for anything in the state of Utah

## Staff Contact

Kevin Bischoff  
*Director of Membership*  
801-323-4255  
[kbischoff@edcutah.org](mailto:kbischoff@edcutah.org)

# Research Center

## Want Just the Facts?

Our research center has the latest stats and figures you need to make important business decisions.

- **Operating Cost Models**
- **Economic Impact Models**
- **National Business Database & Business Lists**
- **Demographic Reports**
- **Utah Business & Economic Profile**
- **Infrastructure Data**
- **Cost of Doing Business Data**
- **Cost of Living Data**
- **Utah Quality of Life Data**
- **Current Business Incentives**
- **Education Data**
- **Regional Profiles (Counties and State)**
- **Customized Research Requests**
- **Labor Market Data**
  - Labor Force
  - Salaries and Wages
  - Unemployment Insurance
  - Workers Compensation
  - Taxes
  - Utility Rates
  - Real Estate
  - Language Skills
- **Industry Profiles**
  - Advanced Composites
  - Aerospace
  - Data Centers
  - Digital Media
  - Financial Services
  - Food Manufacturing
  - IT / Software
  - Life Sciences
  - Manufacturing
  - Outdoor Products

## Staff Contacts

Matt Hilburn  
*Research Manager*  
801-323-4245  
[mhilburn@edcutah.org](mailto:mhilburn@edcutah.org)

Michael Stachitus  
*Research Project Manager*  
801-323-4253  
[mstachitus@edcutah.org](mailto:mstachitus@edcutah.org)

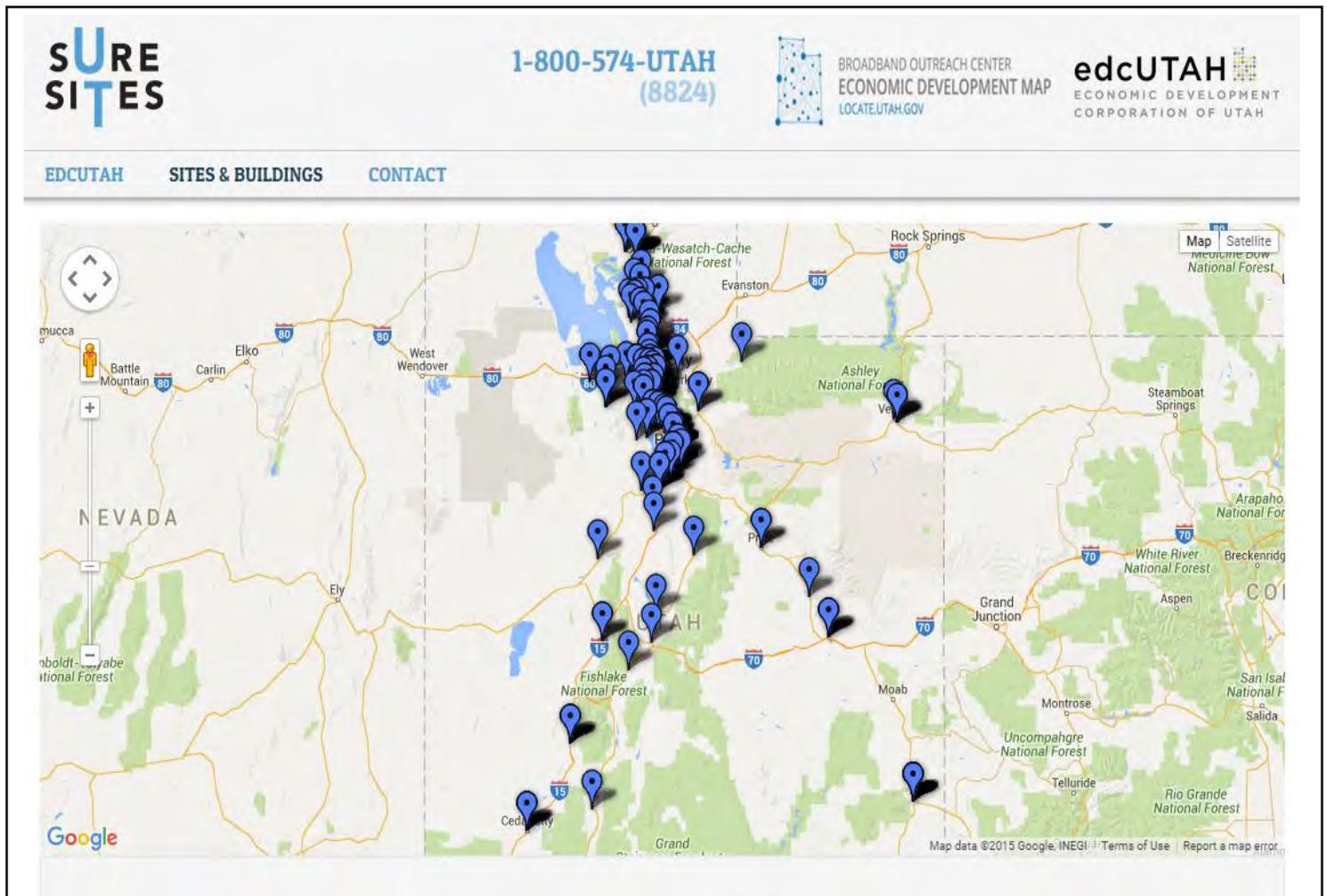
# Utah SURE Sites

Utah SURE (Select Utah Real Estate) Sites ([www.utahsuresites.com](http://www.utahsuresites.com)) is Utah's qualified sites program featuring industrial and office building and land sites designed to meet the needs of relocating and expanding businesses. The database includes some of the best site location opportunities in Utah along with critical information necessary to make sound real estate decisions.

Utah SURE Sites is a site analysis tool that can help you expedite the site selection process by putting the most timely, accurate data at your fingertips with the click of a mouse.

## Staff Contact

Sherrie Martell  
*Investor Relations*  
801-328-8839  
[smartell@edcutah.org](mailto:smartell@edcutah.org)



The screenshot displays the Utah SURE Sites website interface. At the top left is the "SURE SITES" logo. To its right is the phone number "1-800-574-UTAH (8824)". Further right is the "BROADBAND OUTREACH CENTER ECONOMIC DEVELOPMENT MAP LOCATE.UTAH.GOV" logo. On the far right is the "edcUTAH ECONOMIC DEVELOPMENT CORPORATION OF UTAH" logo. Below the header is a navigation menu with "EDCUTAH", "SITES & BUILDINGS", and "CONTACT" options. The main content area features a map of Utah with numerous blue location pins indicating SURE sites. The map includes labels for various locations such as Battle Mountain, Elko, West Wendover, Evanston, Rock Springs, Steamboat Springs, Grand Junction, Moab, and Telluride. It also shows major highways like I-80, I-70, and I-15. The map data is attributed to ©2015 Google, INEGI, and Terms of Use.

# Community Match Grants

The EDCUtah Community Match Grant Program is a statewide initiative that allocates funding in support of specific economic development efforts for the public sector and other non-profit organizations throughout the state of Utah.

Since the program's inception in 1989, EDCUtah has awarded more than \$1,120,915 to communities and organizations in all 29 of Utah's Counties.

The program offers match grants in three areas: Marketing, Sponsorship and Professional Development.

## Marketing Match Grants

Marketing Match Grants help Utah's communities market themselves as attractive sites for business and economic development. Projects include direct marketing materials, as well as planning process/research projects that are directly applicable to recruitment strategies and web site development and redesign. Funds may also be used for preparation of potential SURE Sites properties, i.e. completion of environmental and geo-technical studies, infrastructure assessments and other preparatory analysis. Maximum reimbursement is \$5,000.

## Sponsorship Match Grants

Sponsorship Match Grants assist communities and regions of the state with economic development events. Projects include economic development events and selection is based on the quality of the event, how well the event addresses an economic need in the community and audience. Special consideration is given to projects that provide exposure for economic development and incorporation interface among economic development partners. Maximum reimbursement is \$2,000.

## Professional Development Match Grants

Professional Development Match Grants enhance the professionalism and expertise of economic developers in Utah. Eligible courses are sponsored by the International Economic Development Council. Other courses may be considered, which demonstrate a resource for the tools necessary to the economic development profession. Maximum reimbursement is \$800.

## How It Works

The public sector applies for the Match Grant program annually in March. The grant committee approves all eligible projects within the limits of the grant budget. Projects must be completed within one year of April 1.

## Match Grant Projects

Carbon County received \$1,000 to host a joint event with Emery County to educate local businesses on ways to expand into new markets. The conference will focus on government contracts (PTAC), exporting (WTC Utah), Online Sales (key note speaker for lunch), Incentives with GOED Rural Office, and purpose of EDCUtah.

Brigham City received \$5,000 for the development and promotion of a brand for downtown Brigham City that will be complementary to the efforts being conducted by the Utah Office of Tourism's "Rourism" initiative.

Wasatch County received \$3,000 to partner with Midway City in creating a vision and plan of action to enhance and develop Midway's Main Street. Consultant will guide city leaders through master plan process, identify potential private sector partners and work with consultant to conduct various surveys and reports, including a master plan, a market study, feasibility study and potentially a CDA for Midway's Main Street.

City of Orem received \$1,000 to create a marketing video that tells the story of why Orem is a great place to do business. The story to be told by local business leaders i.e. Blendtec, US Synthetic, Mity-Lite, wayfair.com, Moxtec, Security Metrics and Jive Communications.

## Grant Committee

**Chairman, Marshall Paepke**, Mountain America Credit Union

**Slade Opheikens**, R & O Construction

**Brad Simons**, Questar Corporation

**Commissioner Bret Millburn**, Davis County

**Linda Gillmor**, GOED Associate Managing Director for Urban and Rural Business Services and Director of the Office of Rural Development

**Jeffery B. Edwards**, EDCUtah

**Sherrie Martell**, EDCUtah

## Communities That Have Received Grants:

American Fork City  
 Bear Lake Convention & Visitors Bureau  
 Beaver City Corporation  
 Beaver County  
 Blanding Chamber of Commerce  
 Bountiful Area Chamber of Commerce  
 Box Elder County  
 Brigham City  
 Bristlecone Community Development Corporation  
 Cache Chamber of Commerce  
 Cache COC / City of Logan  
 Cache County  
 Cache County ED / Chamber of Commerce  
 Cache Valley Chamber  
 Cache Valley Tourist Council  
 Canyon Region Economic Development Agency (CREDA)  
 Carbon County  
 Cedar City / Iron County  
 Cedar City / Iron County ChamberWest  
 City of Logan  
 City of Naples  
 City of South Salt Lake  
 City of Taylorsville  
 Clearfield City  
 Cottonwood Heights  
 Daggett County  
 Davis County Economic Development  
 Downtown Alliance  
 Draper Chamber of Commerce  
 Draper City  
 Duchesne County Area Chamber of Commerce  
 Eagle Mountain City  
 East Valley Chamber of Commerce  
 Emery County  
 Five County Association of Governments  
 Garfield County / Panguitch City  
 Heber City / WEDO - Tourism Council  
 Herriman City  
 Helper City Corporation  
 Holladay City  
 Hurricane Valley Chamber of Commerce  
 IMPACT Salt Lake Minority Business Development Center  
 Juab County  
 Kane County  
 Layton Area Chamber of Commerce  
 Lehi Area Chamber of Commerce  
 Logan City  
 Metro Utah  
 Midvale City  
 Millard County  
 Miller Business Innovation Center  
 Moab Area Economic Development  
 Moab Film Commission  
 Moab to Monument Film Commission

Morgan City  
 Morgan Economic Development Corporation  
 Mt. Pleasant City  
 Murray Chamber of Commerce / Murray City  
 Murray City  
 North Davis Chamber of Commerce  
 North Salt Lake City  
 Oakley City  
 Ogden / Weber Chamber  
 Ogden City  
 Ogden City Business Development  
 Orem City  
 Orem, Commission for Economic Development  
 Panaramoland  
 Panguitch City  
 Park City  
 Payson Area Chamber of Commerce  
 Payson City  
 Perry City  
 Piute County Economic Development  
 Pleasant Grove City  
 Pleasant View City  
 Price City  
 Provo City Economic Development  
 Randolph, Town of  
 Riverton City  
 Roy City  
 Sale Lake Vest Pocket Business Coalition  
 Salt Lake Area Chamber of Commerce  
 Salt Lake Bid Committee  
 Salt Lake City Corporation  
 Salt Lake Convention & Visitors Bureau  
 Salt Lake County  
 Salt Lake County Export Assistance Program  
 Salt Lake Downtown Alliance  
 Salt Lake City Neighborhood Housing Services, Inc.  
 San Pete Regional Heritage Council  
 Sandy Area Chamber of Commerce  
 Sandy City  
 Santaquin City  
 Sevier County  
 Six County Economic Development District  
 SmartUTAH for Tropic & Kanab  
 South Jordan Chamber of Commerce  
 South Jordan City  
 South Valley Tourism Council  
 Spanish Fork City  
 Springville City  
 St. George Area Chamber  
 State of Utah  
 Summit County  
 Syracuse City  
 Taylorsville  
 The Economic Development Corporation  
 Tooele City  
 Toquerville City  
 Town of Alta  
 Town of Ballard  
 Tremonton Economic Development Association  
 Uintah County Economic Development

Utah Heritage Highway 89 Alliance  
 Utah Information Technologies Association  
 Utah Life Science Industries Association  
 Utah Supplier Development  
 Utah Valley Chamber of Commerce  
 Utah Valley Convention & Visitors Bureau  
 Utah Valley Economic Development  
 Vernal Area Chamber of Commerce  
 Wasatch Area Economic Development Agency  
 Wasatch Economic Development Organization (WEDO)  
 Wasatch Front Regional Council  
 Wasatch Front Economic Development District  
 Washington City  
 Washington County Economic Development Council  
 Wayne Brown Institute  
 Weber Economic Development Corporation  
 Weber County EDP  
 West Jordan City  
 West Jordan City  
 West Jordan Chamber of Commerce  
 West Point City  
 West Valley City

## Partially Funded By:



## Staff Contacts

Sherrie Martell  
*Investor Relations*  
 801-328-8839  
[smartell@edcutah.org](mailto:smartell@edcutah.org)

# Calendar of Events 2016-2017

EDCUTah hosts many events throughout the year specifically aimed at providing information and opportunities to our investors. As you take advantage of the opportunity to participate in these various events, you'll gain added insight into the projects we are working on and the marketing activities we are engaged in. Your attendance and support is vital to our efforts in creating quality jobs and capital investment in Utah.

❖ **Event Color Key:**     *EDCUTah Event*     *Tradeshow / Conference*

## **July 27, 2016 – EDCUTah New Investors Orientation**

**ATTENDEES:** New investors to EDCUTah.

**PURPOSE:** To provide investors an introduction to EDCUTah and the benefit of investing.

## **August 24, 2016 – EDCUTah Quarterly Investor Update**

**ATTENDEES:** All EDCUTah investors are invited to attend.

**PURPOSE:** To provide investors an opportunity to network with other investors and learn about the various projects we have been working on.

## **August 26, 2016 – Utah Global Forum (Salt Palace Convention Center, Salt Lake City, UT)**

**ATTENDEES:** Select EDCUTah staff, any business owner interested in learning more about expanding into the global marketplace.

**PURPOSE:** The Utah Global Forum will facilitate the dialogue on how businesses can expand beyond local boundaries and develop a strategy of expansion into the global marketplace through importing opportunities and service exports.

## **September 14-16, 2016 – Utah League of Cities Annual Conference (Sheraton Hotel, Salt Lake City, UT)**

**ATTENDEES:** Select EDCUTah staff, elected officials across the state.

**PURPOSE:** League policies are formed and officers and board members are elected.

## **October 11, 2016 – EDCUTah Annual Meeting (Salt Palace Convention Center)**

**ATTENDEES:** All investors who would like to participate. Various sponsorship opportunities available.

**PURPOSE:** To close the previous year's corporate business and host a Keynote Speaker for all members.

## **October 2016 – EDCUTah New Investors Orientation**

**ATTENDEES:** New investors to EDCUTah.

**PURPOSE:** To provide investors an introduction to EDCUTah and the benefit of investing.

## **December 8, 2016 – EDCUTah Holiday Open House**

**ATTENDEES:** All EDCUTah investors, members of the Board of Trustees and Executive Committee

**PURPOSE:** Networking event, thank you to our investors.

## **January 2017 – EDCUTah New Investors Orientation**

**ATTENDEES:** New investors to EDCUTah

**PURPOSE:** To provide investors an introduction to EDCUTah and the benefit of investing.

**January 11, 2017 – EDCUtah Investor Reception at What’s Up Down South  
(St. George, UT)**

**ATTENDEES:** Select EDCUtah staff, public and private sector from Southern Utah.

**PURPOSE:** EDCUtah attends this event to learn more about what’s going in Southern Utah and to network with key individuals.

**January 18-22, 2017 – EDCUtah Winter / Sundance Film Site Selector Event**

**ATTENDEES:** Select EDCUtah staff and site selectors.

**PURPOSE:** To bring important site selectors to Utah to experience our state, and to create or strengthen our relationships with site selectors.

**March 2017 – Utah Outdoor Recreation Summit (Salt Palace Convention Center)**

**ATTENDEES:** Select EDCUtah staff, outdoor recreation companies

**PURPOSE:** The Utah Outdoor Recreation Summit will offer an outstanding venue for all those who enjoy Utah’s outdoor recreation lifestyle to share best practices, ideas and principles

**March 22, 2017 – EDCUtah Quarterly Investor Update**

**ATTENDEES:** All EDCUtah investors are invited to attend.

**PURPOSE:** To provide investors an opportunity to network with other investors and learn about the various projects we have been working on.

**April 2017 – Utah League of Cities and Towns Trade Show (St. George, UT)**

**ATTENDEES:** Select EDCUtah Staff, Elected officials across the state.

**PURPOSE:** EDCUtah has a booth at this show in order to create awareness about our organization with elected officials.

**April 2017 – Governor’s Economic Summit (Grand America Hotel)**

**ATTENDEES:** Select EDCUtah staff, Utah business owners seeking analysis on economic development within the state.

**PURPOSE:** The Summit is designed to enhance Utah business in the local, national and global marketplace by providing in-depth analysis on economic development, policy and growth as a path for executives to lead their companies to exponential growth.

**April 2017 – EDCUtah New Investors Orientation**

**ATTENDEES:** New investors to EDCUtah.

**PURPOSE:** To provide investors an introduction to EDCUtah and the benefit of investing.

**May 2017 – ICSC Recon (Las Vegas, NV)**

**ATTENDEES:** Select EDCUtah staff, Utah municipalities, members of the national retail development community.

**PURPOSE:** We exhibit and attend to showcase Utah and Utah municipalities.

**June 7, 2017 – EDCUtah Golf for Grants Tournament (Eaglewood Golf Course)**

**ATTENDEES:** All investors who would like to participate. Various sponsorship opportunities available.

**PURPOSE:** To raise monies to fund the EDCUtah Community Match Grants Program.

**June 28, 2017 – EDCUtah Quarterly Investor Update**

**ATTENDEES:** All EDCUtah investors are invited to attend.

**PURPOSE:** To provide investors an opportunity to network with other investors and learn about the various projects we have been working on.

# EDC Utah Investors - 2016

3 Squares, Inc.  
All Resort Group  
American Fork Chamber of Commerce  
American Fork City  
American Pacific Corporation  
Amer Sports  
Applied Composite Technology Aerospace  
Architectural Nexus, Inc.  
Associated Builders and Contractors, Inc.  
Associated General Contractors of Utah  
AT&T Services, Inc.  
Ballard Spahr, LLP  
Ballet West  
Bank of Utah  
Beaver County  
Beehive Broadband  
Better City  
Big-D Construction  
Bluffdale City  
BNSF Railway - Fort Worth  
Bodell Construction  
Box Elder County  
Brand Makers, LLC  
Brigham City  
C7 Data Centers, Inc.  
Cache Chamber of Commerce  
Cache County  
Cache Valley Electric  
Callister Nebeker & McCullough  
Cameron Construction  
Carbon County  
CarWil, LLC  
CBRE - Salt Lake City  
CCI Mechanical, Inc.  
Cedar City  
Centercal Properties - Farmington  
Center for Excellence in Higher Education  
CenturyLink  
ChamberWest  
Clearfield City  
Clyde Companies  
Clyde Snow & Sessions  
Coldwell Banker Commercial Advisors  
Coldwell Banker Relocation Center - Residential  
Comcast Business  
Company AP  
ConsultNet, LLC  
Cornerstone Technologies  
Corporate Alliance  
Cottonwood Heights City  
Cresa - Salt Lake City

CRS Consulting Engineers  
Cuisine Unlimited  
Cushman Wakefield - Commerce  
Daggett County  
Davis Chamber of Commerce  
Davis County  
Delta Air Lines  
Department of Workforce Services - Utah  
DIRTT Environmental Solutions  
doTERRA International  
Downtown Alliance  
Draper Area Chamber of Commerce  
Draper City  
Duncan Aviation - Provo  
Durham Jones & Pinegar, P.C.  
Eagle Mountain City  
EDA Architects, Inc.  
Elwood Staffing  
Enterprise Holdings  
Ephraim City  
Fabian VanCott  
Farmington City  
Farmland Reserve, Inc.  
FFKR Architects  
Fidelity Investments - Salt Lake City  
First American Title National Commercial Services  
Fluid Advertising, Inc.  
Freeport Center Associates  
Freeport West  
Gardner Company  
Gastronomy, Inc.  
Goldman Sachs - Salt Lake City  
Governor's Office of Economic Development (GOED)  
Grantsville City  
GSBS Architects  
Gunnison City  
Hale Centre Theatre  
Hamilton Partners, Inc.  
Harris Companies  
Hays Companies  
Henriksen Butler Design Group  
Herriman City  
Hines Property Management  
Hired Guns LLC  
Holladay Chamber of Commerce  
Holland & Hart - Salt Lake City

Hughes General Contractors, Inc.  
Hunt Electric  
Hunt Hill Development, LLC  
Hurricane Valley Chamber of Commerce  
Industrial Supply Company, Inc.  
Integra Telecom  
Interform  
Jacobsen Construction Company, Inc.  
JAN-PRO Cleaning Systems  
JHB Realty Advisors, Inc.  
Jones Lang LaSalle - Salt Lake City  
Jones Waldo  
JP Morgan Chase Bank, N.A.  
Juab County  
Juan Diego Catholic High School  
Junior Achievement  
Kanab Utah Chamber of Commerce  
Kane County  
Kaysville City  
KBS Realty Advisors  
Kentlands Initiative  
KeyBank  
Kimley-Horn and Associates, Inc.  
Kirton McConkie  
KPB Equities  
KUER 90.1 - U of U  
Lagoon Corporation, Inc.  
Larry H. Miller Group of Companies  
Larson & Company  
Layton City  
Layton Companies, Inc.  
LDS Employment Resource Services  
Lehi Area Chamber of Commerce  
Lehi City  
Lewis Young Robertson & Burningham, Inc.  
Logan City  
Logan Downtown Alliance  
Make-A-Wish Utah  
Marsh USA  
Maschoff Brennen  
Maverik, Inc.  
McKinstry  
Mergenthaler Transfer and Storage  
Mesa Systems, Inc.  
Metro National Title  
Michael Best & Friedrich, LLP  
Midvale City

Millard County  
MOCA Systems  
Modern Display Service, Inc.  
Morgan Area Chamber  
Morgan County  
Mountain America Credit Union  
Mountainland Association of Governments  
MountainWest Capital Network  
Murray Area Chamber of Commerce  
Murray City  
NAIOP Utah Chapter  
Nelson Laboratories, Inc.  
Newmark Grubb ACRES Commercial Real Estate Services  
Nibley City  
Ninigret Realty  
North Salt Lake City  
Ogden/Weber Chamber of Commerce  
Ogden City  
Okland Construction  
OnTrac  
Orem City  
Paragon Corporate Housing  
Park City Chamber / Bureau  
Parsons Behle & Latimer  
Payson Chamber of Commerce  
Payson City  
PEG Development  
Penna Powers  
Pierpont Place  
Pioneer Theatre Company  
Pleasant Grove City  
Pleasant View City  
Port 15  
Price Real Estate  
Prince Perelson & Associates  
Procter & Gamble - Bear River City  
Proficio Bank  
Provo City  
Psomas  
Questar Corporation  
R & O Construction  
Ray, Quinney & Nebeker  
RE/MAX Masters  
Reaveley Engineers & Associates, Inc.  
Recruiting Connection  
Red Lion Hotel  
Regence BlueCross  
BlueShield of Utah  
Repertory Dance Theatre  
Rio Tinto / Kennecott



- Riverton Chamber of Commerce
- Rocky Mountain Power
- Roseman University of Health Sciences
- Rowland Hall
- Salt Lake Chamber
- Salt Lake City
- Salt Lake Community College - Salt Lake City
- Salt Lake Community College - Sandy
- Salt Lake Country Club
- Salt Lake County
- Sandy Area Chamber of Commerce
- Sandy City
- San Juan County
- Santaquin City
- Saratoga Springs City
- SelectHealth
- Sevier County
- SH Architecture
- Site Select Plus
- Small Business Community Capital - SBCC
- Smith Hartvigsen, PLLC
- Snell & Wilmer
- Snow College - Ephraim
- Southeast Utah Association of Government
- Southern Utah University
- South Jordan Chamber of Commerce
- South Jordan City
- South Salt Lake Chamber of Commerce
- South Salt Lake City
- Southwest Valley Chamber of Commerce
- Spherion
- Springville Area Chamber of Commerce
- Squire & Company, PC
- Staker Parson Companies
- State of Utah
- State of Utah - Office of the Governor
- State of Utah - School and Institutional Trust Lands Administration (SITLA)
- Stoel Rives, LLP
- Suburban Land Reserve, Inc.
- Summit County
- Sunrise Engineering, Inc.
- Syracuse City
- Syringa Networks
- TalentTeam
- Tanner, LLC
- Taylorsville City
- The Boyer Company
- The Employers Council
- The Exoro Group
- The Leonardo
- The Staker Company
- The Utah State House of Representatives
- Tooele City
- Tooele County
- Tooele County Chamber of Commerce
- Tremonton City
- Tuacahn Center for the Arts
- Uintah County
- Union Pacific Railroad Company - Salt Lake City
- United Natural Products Alliance
- United States Representative - 4th District Utah
- United States Representatives - 1st District - Ogden
- United States Representatives - 3rd District - Provo
- United States Representatives - Salt Lake City
- United States Representatives - Second District
- United States Senate
- United Way of Salt Lake
- University Hospital Foundation
- University of Utah
- USA Computer Services, Inc.
- USTAR Governing Authority State of Utah
- Utah Associated Municipal Power Systems
- Utah Black Chamber of Commerce
- Utah Catholic Schools
- Utah Clean Energy
- Utah College of Applied Technology
- Utah County
- Utah Digital Services
- Utah Higher Education
- Utah Hispanic Chamber of Commerce
- Utah Manufacturer's Association
- Utah Rural Telecom Association
- Utah Shakespeare Festival
- Utah Sports Commission
- Utah State University
- Utah Symphony & Opera
- Utah Technology Council (UTC)
- Utah Transit Authority (UTA)
- Utah Valley Chamber of Commerce
- Utah Valley University
- V2 Performance
- Van Boerum & Frank Associates
- Vectra Management Group
- Visit Salt Lake
- Wadman Corporation
- Wadsworth Development Group
- Wasatch County
- Wasatch Front Economic Development District (Wasatch Front Regional Council)
- Washington City
- Washington Terrace
- Waterford School
- Watts Construction, Inc.
- Weber Economic Development Partnership
- Weber State University
- Wells Fargo Bank - Salt Lake City
- Western States Lodging and Management
- West Jordan Chamber of Commerce
- West Jordan City
- Westminster College
- West Valley City
- Woodbury Corporation
- Workers Compensation Fund - Salt Lake City
- Workman Nydegger
- World Trade Center Utah
- Zermatt Utah
- Zions Bank

# Local Accolades

## Derek B. Miller: Utah's Economic Development Workhorse

Article Originally Published in Deseret News, May 24, 2016



Photo Credit: Jeffery D. Allred, Deseret News

Most Utahns will instantly recognize company names like eBay, Goldman Sachs, Boeing, Hershey, Oracle, Proctor & Gamble, and Adobe. One name Utahns may not recognize immediately is EDCUtah, but what they need to know is this organization is responsible for bringing these private sector powerhouses to our state.

The Economic Development Corporation of Utah (EDCUtah) is not just recruiting great companies to Utah. CEO Jeff Edwards and his team have helped hundreds of Utah homegrown companies around the state expand and become more successful. Utah companies like Black Diamond, MarketStar, Young Living, EMC and many more have benefited from the expertise and advocacy of EDCUtah.

This effort means more jobs for more Utahns. At the depths of the Great Recession, Gov. Gary Herbert set a goal to accelerate private sector job growth by 100,000 jobs in 1,000 days. This target wasn't selected randomly but was based on data from the Department of Workforce

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*"In fact, in the past three years alone the companies EDCUtah has both recruited and retained in Utah translates into an estimated 30,000 jobs and \$2.5 billion in capital investment."*

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Services of the number of Utahns actively looking for a job but unable to find one. The goal of 100,000 jobs was met before the deadline and then doubled to more than 200,000 jobs created since 2010. EDCUtah's role in accomplishing this goal cannot be overstated. In fact, in the past three years alone the companies EDCUtah has both recruited and retained in Utah translates into an estimated 30,000 jobs and \$2.5 billion in capital investment. No wonder Utah's economy is the envy of the nation.

EDCUtah facilitates job creation in two important ways. First, EDCUtah plays the lead role in recruiting new businesses to the state by proactively reaching out to companies that present a good fit for Utah's overall economy, targeted industries and educated workforce. Second, Edward's team works closely with site selectors — consultants who advise corporations on their relocation and expansion options. You can bet that no company makes important location decisions on a whim. Rather, EDCUtah provides detailed research that answers these companies' questions about workforce, the cost of doing business,

energy costs, transportation, access to markets and quality of life.

This research and analysis are fundamental to corporate location decision-making, but the warm handshakes and personal connections are critical as well. The EDCUtah team act as ambassadors for the state and its citizens, and no one is better at making that important first impression.

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*Economic development is truly a team sport, and every winning team needs a . . . teammate who is the first to give it all and the last to take credit. EDCUtah is that kind of teammate, and Utah is winning because of its hard work.*

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Utah is recognized nationally as the best state for business and boasts the hottest economy. The accolades are many, including No. 1 best economic outlook, No. 2 in income growth, No. 2 in America's Next Boomtowns, No. 4 strongest state, No. 1 most fundamentally sound state, No. 1 most dynamic economy, and on and on. It's a true tragedy of riches, which makes Utah stand in stark contrast to what is happening economically around the nation and the world.

We would do well to remember these accomplishments don't happen by accident or even by coincidence any more than you step into your backyard once a year and magically reap the harvest of an accidental garden. Becoming the No. 1 economy takes hard work and it takes teamwork. Economic development is truly a team sport, and every winning team needs a workhorse; the teammate that shows up early to every practice and stays late; the teammate who makes everyone else on the team better; the teammate who is completely dedicated to winning; the teammate who is the first to give it all and the last to take credit. EDCUtah is that kind

of teammate, and Utah is winning because of its hard work.

*Derek B. Miller is the president and CEO of the World Trade Center Utah. Previously he was chief of staff to Gov. Gary Herbert (R-Utah) and managing director of the Governor's Office of Economic Development.*

# Board of Trustees 2016-2017

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- ❖ Jay Francis, **Larry H. Miller Group of Companies**
- David Layton, **The Layton Companies, Inc.**
- Jeff Larsen, **Marsh USA**
- Marshall D. Paepke, **Mountain America Credit Union**
- Jeff Nelson, **Nelson Laboratories, Inc.**
- John Evans, **Okland Construction**
- Mark Lehman, **Parsons Behle & Latimer**
- ❖ J. Steven Price, **Price Real Estate**
- Jill Perelson, **Prince Perelson & Associates**
- Joe Tomon, **Procter & Gamble**
- ❖ Ron Jibson, **Questar**
- Slade Opheikens, **R & O Construction**
- ❖ Cindy Crane, **Rocky Mountain Power**
- Scott Kaufmann, **Rio Tinto - Kennecott Land**

- ❖ Greg Matis, **SelectHealth**
- ❖ TBD, **Utah Transit Authority**
- ❖ Ray Pickup, **Workers Compensation Fund**
- Kip Wadsworth, **Wadsworth Development**
- ❖ Scott Anderson, **Zions Bank**

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- ❖ Senator Stuart Adams, **Utah Senate**
- Senator Orrin Hatch, **U.S. Senate**
- Senator Mike Lee, **U.S. Senate**
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- Lane Beattie, **Salt Lake Chamber**
- Jeff Robbins, **Utah Sports Commission**
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- Derek Miller, **World Trade Center Utah**

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- Mayor Derk Timothy, **City of Bluffdale**
- Mayor Craig Petersen, **City of Logan**
- Mayor Richard Brunst, Jr., **City of Orem**
- City Council Member Rebecca Call, **City of Saratoga Springs**
- Mayor Dave Alvord, **City of South Jordan**
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- Mayor Larry Johnson, **City of Taylorsville**
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- ❖ Mayor Mike Caldwell, **Ogden City**
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- Mayor Michael Daniels, **Pleasant Grove City**
- Mayor Toby Mileski, **Pleasant View City**
- Mayor John Curtis, **Provo City**
- ❖ Mayor Jackie Biskupski, **Salt Lake City Corporation**
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- Mayor Kirk Hunsaker, **Santaquin City**
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- Commissioner Gary Mason, **Sevier County**

- ❖ Josh Little, **Site Select Plus**
- Roger Armstrong, **Summit County**
- Mayor Terry Palmer, **Syracuse City**
- Mayor Patrick Dunlavy, **Tooele City Corporation**
- Commissioner Shawn Milne, **Tooele County**
- Mayor Roger Fridal, **Tremonton City**
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- Mayor Kim Rolfe, **West Jordan City**
- Mayor Ron Bigelow, **West Valley City**

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- ❖ President David Pershing, **University of Utah**
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- President Charles Wight, **Weber State University**
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**SPECIAL ADVISOR**

- ❖ Juliette Tennert, **The Gardner Policy Institute, University of Utah**

**STAFF**

- ❖ Jeff Edwards, **The Economic Development Corporation of Utah (EDCUtah)**



# From our President and Chairman

We are happy to report that Fiscal Year 2015 was another outstanding year for economic development in Utah. Building on the previous years' record number of jobs created, EDCUtah helped generate more than 14,000 new and retained jobs in the state.

During the last year, 39 companies announced decisions to either relocate or expand in Utah. These companies will add 8,402 quality jobs to the state's economy, and retain another 5,732 jobs. This represents capital investments totaling more than \$851.4 million once completed.

It's fair to say that Utah's economy is on a roll. Our state has received national accolades for quality job growth, low unemployment, innovation and economic diversity. And thanks to a well-educated workforce, vibrant research universities, and a high quality of life, Utah is well positioned for continued success.

Over the last year, we took this message on the road, continuing our national recruiting efforts. Together with the Governor's Office of Economic Development (GOED), we visited world class companies across the country as well as abroad. We exhibited at industry trade shows and attended national events generating project



JEFF EDWARDS  
EDCUTAH PRESIDENT & CEO



SCOTT ANDERSON  
EDCUTAH CHAIRMAN

leads and building a strong foundation for our long-term recruiting efforts.

Our success requires the help of many partners. We express sincere gratitude to all who have contributed to our results.

As always, we thank you for your ongoing support.

# Recruiting Highlights

At EDCUtah, our team is busily working on over 170 active projects in our pipeline and successfully conducting world class site visits with site consultants and company representatives. However, we know that we can't rest on our laurels. Over the past year, we ramped up our proactive recruitment efforts. As part of our efforts, we engaged in outreach to industry and site selectors in 15 markets across the country. We researched nearly 800 companies and made outreach attempts to more than 400 of them. Our team succeeded in converting 30 of these companies into viable project leads that our Business Development Managers continue to work with today. Over the next 12-18 months, EDCUtah will continue to work closely with these companies as they contemplate their expansion plans.

industries. At the JEC Composites trade show in Paris, EDCUtah led a delegation that included Governor Herbert and several key Utah companies in the aerospace industry. This delegation met with fortune 100 companies, fostering discussions on how to bring quality jobs to Utah.

Finally, EDCUtah executives attended conferences for professional site selection consultants. Attending conferences like

**As part of our efforts, we engaged in outreach to industry and site selectors in 15 markets across the country. We researched nearly 800 companies and made outreach attempts to more than 400 of them.**

In addition, we conducted business recruiting trips, meeting with company executives and site selectors in Northern and Southern California, Washington and New York. Leaders at the Governor's Office of Economic Development (GOED) joined us in meeting with companies considering a potential relocation to Utah. In these meetings, the team developed lasting relationships with senior managers that will lead to future projects.

We also hit the trade show circuit, exhibiting at strategic industry shows and conferences in the US and abroad. Having a strong Utah presence at industry trade shows has furthered our objective to attract new companies while supporting the expansion of existing Utah businesses. We organized strategic delegations to trade shows where we built meaningful relationships that impacted Utah's key

the Site Selector Guild, CoreNet and the Industrial Asset Management Council, allows EDCUtah leaders to develop lasting relationships with influential consultants, keeping Utah on the forefront in their site selection process.

### Summary

Over the past year, Utah has experienced phenomenal corporate attraction and business growth. EDCUtah's team has worked hard to contribute to those accomplishments, providing outstanding professional services to assist in all of our client's needs.

In addition, our team is working hard to build on this momentum and attract additional company relocations across a range of economic sectors. We will continue to partner with business and community leaders to tell the Utah story and why we are continually the best state for business.

### Fiscal 2015 Year Wins

We had great success in recruiting new companies to Utah and assisting in the expansion of existing companies. Below is a list of wins:

- Consumer United
- CSM Bakery Products
- Wayfair
- Engineered Wall Systems
- Traeger Pellet Grills LLC
- Goldman Sachs & Co.
- Overstock.com
- Oemeta, Inc.
- MarketStar
- Viracon
- MyTime
- Maxam Inc.
- Vista Outdoor Inc.
- JSI Store Fixtures Incorporated
- Malouf Fine Linens
- Advice Media
- AAA
- Armada
- Allegiance
- Young Living Essential Oils
- 3DSim
- Universal Forest Products
- inQpharm
- JBS USA Holdings, Inc.
- Black Diamond
- Alorica
- Boxed Water is Better
- CHG Healthcare
- Foldax
- Prosper
- US Radiopharmaceuticals
- Connolly
- Frontier Communications
- EMC Corporation
- Giftry
- Bed Bath & Beyond
- Procter & Gamble
- Health Catalyst
- Prime Inc.

## EDCUtah By The Numbers



**JOBS CREATED**  
8,402



**JOBS RETAINED**  
5,732



**CAPITAL INVESTMENT**  
\$851.4M



**SQUARE FEET**  
3.5M

## From Forbes' Best States for Business



Utah moves back to the top spot where it ranked for three straight years from 2010 through 2012. The state has a very pro-business climate and companies benefit from energy costs that are 26% below the national average and third lowest in the U.S. Utah's economy has expanded 2.4% each year over the past five years—fifth best in the U.S. Utah is well known for its winter activities and tourism has soared since the 2002 Winter Olympics.

For the full story and complete rankings, visit [forbes.com/best-states-for-business/list/](http://forbes.com/best-states-for-business/list/)

# Project Update Report

Monthly Project Activity Highlights for EDCUtah Partners

May 2016

Dear Investors,

As we end our fiscal year, we continue to see excellent progress with all of our active projects. With 10 new projects opened in May, we see no signs of slowing for the summer season. We announced two exciting wins in the Life Sciences sector, due in part to the hard work of our Business Development Manager in charge of Life Sciences, Max Backlund.

As always, please take a few moments to review this month's report—it is one of the best ways for investors to stay abreast of active projects in our pipeline. If you have any questions or would like to discuss in greater detail, please don't hesitate to contact myself or any of the business development managers directly.

Best Regards,  
Erin Laney  
Director of Business Development  
elaney@edcutah.org  
801.328.8824

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## Key Metrics Year to Date

### 2015 - 2016 Fiscal Year Summary July 1 - June 30

**Total Open Projects:** 140  
**New Projects:** 103  
**Site Visits:** 61  
**Wins:** 18  
**Investment:** \$920M  
**New Jobs:** 12,504  
**Retained Jobs:** 1,438  
**Headquarters:** 10  
**Real Estate:** 675,800

### Open Projects By Industry

**Manufacturing:** 44%  
**Information | IT:** 15%  
**Distribution | Warehouse:** 12%  
**Finance | Insurance:** 4%  
**Professional:** 4%  
**Healthcare:** 3%  
**Mining:** 3%  
**Other:** 15%

currently scattered operations. Please contact Max Backlund for additional detail

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### New Projects in May

#### Breeze

Manufacturing  
100 Jobs  
Capital Investment TBD  
15,000 Square Feet  
Davis County; Salt Lake County; Utah County; Weber County  
Brad Baird, Senior EDCUtah BD Manager

#### Additional Information

Shared services project seeking headquarters in North America.

#### Brooklyn

Accommodation & Food Service  
225 Jobs  
Capital Investment TBD  
75,000 sq. ft.  
Statewide  
Max Backlund, EDCUtah BD Manager

#### Additional Information

A micro brewing company from Georgia establishing a new macro-brewing facility on the west coast. Please contact Max Backlund for additional details.

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#### Dojo

Information & IT  
50 Jobs  
Capital Investment TBD  
Real Estate TBD  
Salt Lake County; Utah County  
Max Backlund, EDCUtah BD Manager

#### Additional Information

Software/IT company that provides hospitality software for the hotel/resort industries. Please contact Max Backlund for additional details.

#### Empire

Information & IT  
20 Jobs  
Capital Investment TBD  
10,000 Square Feet  
Salt Lake County; Utah County  
Max Backlund, EDCUtah BD Manager

#### Additional Information

App design company that has had problems with workforce turnover in the Bay Area. Looking for a place with a more sturdy workforce. Please contact Max Backlund for additional details.

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#### Engage

Health Care  
200 Jobs  
Capital Investment TBD  
Real Estate TBD  
Salt Lake County; Utah County  
Max Backlund, EDCUtah BD Manager

#### Additional Information

Healthcare company establishing a customer engagement center. They want college educated workforce for sales and operational jobs. This operation would centralize a few

#### Grocery

Distribution Warehouse  
100 Jobs  
Capital Investment TBD  
Real Estate TBD  
Iron County  
Becca Haynie, EDCUtah BD Manager

#### Additional Information

Design/decor company looking to expand operations. Please contact Becca Haynie for additional details.

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Please contact Erin Laney for additional details.  
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**Inspire 2016**

Health Care  
400 Jobs  
\$7 M Capital Investment  
90,000 Square Feet  
Cache County  
Max Backlund, EDCUtah BD Manager

**Additional Information**

Regional operations facility in the healthcare industry.  
Please contact Max Backlund for additional details.

**Jameson**

Distribution Warehouse  
70 Jobs  
\$30 M Capital Investment  
350,000 Square Feet  
Salt Lake County; Weber County  
Max Backlund, EDCUtah BD Manager

**Additional Information**

Cold-storage warehouse/distribution operation. 15-16 locations on the east coast, looking for first operation to service west coast. Please contact Max Backlund for additional details.

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**Sakura**

Professional  
200 Jobs  
Capital Investment TBD  
15,000 Square Feet  
Davis County; Salt Lake County; Utah County; Weber County  
Brad Baird, Senior EDCUtah BD Manager

**Additional Information**

A call center for a peer-to-peer marketplace app that focuses on mobile commerce with a major focus on "consumer-consumer transactions". Please contact Brad Baird for additional details.

**Vision 2016**

Manufacturing  
30 Jobs  
Capital Investment TBD  
Real Estate TBD  
Location TBD  
Becca Haynie, EDCUtah BD Manager

**Additional Information**

Food manufacturing company is looking for a location for new manufacturing plant. Please contact Becca Haynie for additional details.

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**Key Projects in May**

**Aquila**

Manufacturing  
20 Jobs  
Capital Investment TBD  
100 Acres  
Statewide  
Erin Laney, EDCUtah BD Manager

**Additional Information**

Well-known technology company seeking greenfield land to launch large aerospace project, groundbreaking technology and implications for the industry as a whole.

**Buccaneer**

Manufacturing  
100 Jobs  
\$22M Capital Investment  
200,000 Square Feet  
Tooele County  
Brad Baird, Senior EDCUtah BD Manager

**Additional Information**

Manufacturing plant. Please contact Brad Baird for additional details.

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**Discus**

Information & IT

80 Jobs

\$250 M Capital Investment

150 Acres

Salt Lake County

Erin Laney, EDCUtah BD Manager

**Additional Information**

A major Fortune 500 company is looking establish a data center in North America. This will be the largest data center in the United States. Please contact Erin Laney or Max Backlund for further details.

**Falcon**

Manufacturing

1,000 Jobs

\$200M Capital Investment

600,000 Square Feet

Weber County

Erin Laney, EDCUtah BD Manager

**Additional Information**

Greenfield site selection for leading business jet manufacturer to build the next generation business jet. Please contact Erin Laney or Colby Cooley for further details.

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**Flick 2015**

Distribution Warehouse

340 Jobs

\$104 M Capital Investment

600,000 Square Feet

Box Elder County; Davis County; Salt Lake County

Brad Baird, Senior EDCUtah BD Manager

**Additional Information**

Regional distribution and fulfillment center. Decision drivers for the project include adequate transportation and affordable operation costs. Project timeline is projected to be approximately 6-12 months. Please contact Brad Baird for additional det

**Grocery**

Distribution Warehouse

100 Jobs

Capital Investment TBD

Real Estate TBD

Iron County

Becca Haynie, EDCUtah BD Manager

**Additional Information**

Design/decor company looking to expand operations. Please contact Becca Haynie for additional details.

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**Jameson**

Distribution Warehouse

70 Jobs

\$30 M Capital Investment

350,000 Square Feet

Salt Lake County; Weber County

Max Backlund, EDCUtah BD Manager

**Additional Information**

Cold-storage warehouse/distribution operation. 15-16 locations on the east coast, looking for first operation to service west coast. Please contact Max Backlund for additional details.

**Meechum.2**

Manufacturing

25 Jobs

Capital Investment TBD

1,500 Square feet

Box Elder County; Davis County; Weber County

Colby Cooley, EDCUtah BD Manager

**Additional Information**

Relocation of R&D/engineering functions from east coast for client in IT/defense sector. Please contact Colby Cooley for additional details.

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**Plunkett**

Manufacturing  
Jobs TBD  
Capital Investment TBD  
35,000 Square Feet  
Salt County; Summit County  
Colby Cooley, EDCUtah BD Manager

**Additional Information**

Bicycle hard goods manufacturer seeking location in Utah. Please contact Colby Cooley for additional details.

**Sail**

Arts, Entertainment & Recreation  
10 Jobs  
Capital Investment TBD  
12,000 Square Feet  
Washington County  
Colby Cooley, EDCUtah BD Manager

**Additional Information**

Art product manufacturing and distribution company looking to relocate from California. Please contact Colby Cooley for additional details.

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**Ski**

Manufacturing  
500 Jobs  
\$30 M Capital Investment  
Real Estate TBD  
Statewide  
Erin Laney, EDCUtah BD Manager

**Additional Information**

One of the world's largest manufacturer's of aircraft engines and avionics seeks to expand their footprint into Utah. Please contact Erin Laney for additional details.

**Solomon**

Manufacturing  
200 Jobs  
\$2 M Capital Investment  
80,000 Square Feet  
Salt Lake County; Uintah County; Weber County  
Max Backlund, EDCUtah BD Manager

**Additional Information**

Logistics company looking for new manufacturing space to build proprietary shipping containers. Please contact Max Backlund for additional details.

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**Straw**

Manufacturing  
70 Jobs  
\$95M Capital Investment  
500,000 Square Feet  
Box Elder County; Salt Lake County; Utah County  
Becca Haynie, EDCUtah BD Manager

**Additional Information**

Food grade manufacturing company looking for a manufacturing plant for one to two bottling lines. Please contact Becca Haynie or Brad Baird for additional details.

**Sweet Tomatoes**

Manufacturing  
600 Jobs  
\$120M Capital Investment  
500,000 Square Feet  
Utah County; Wasatch Front  
Brad Baird, Senior EDCUtah BD Manager

**Additional Information**

Prefabricated foam and steel building manufacturing campus. Contact Brad Baird for additional details.

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**Vision 2016**

Manufacturing  
30 Jobs  
Capital Investment TBD  
Real Estate TBD  
Location TBD  
Becca Haynie, EDCUtah BD Manager

**Additional Information**

Food manufacturing company is looking for a location for new manufacturing plant. Please contact Becca Haynie for additional details.

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**Wins in May**

**Moon**

Eclipse NanoMed. LLC  
Salt Lake County  
Manufacturing  
2,000 Jobs  
Capital Investment TBD  
260,000 Square Feet  
Max Backlund, EDCUtah BD Manager

**Additional Information**

Company is leading edge supplier of surface mount multilayer ceramic capacitors (MLCCs) and leaded ceramic capacitor assemblies that are utilized in the high temperature oil exploration and +300°C geothermal markets, as well as military, aerospace, m

**ProCare**

Stryker  
Salt Lake County  
Life Sciences  
190 Jobs  
35M Capital Investment  
110,000 Square Feet  
Max Backlund, EDCUtah BD Manager

**Additional Information**

Medical device company with multiple divisions including orthopedics, neurovascular, spine, trauma and others. Please contact Max Backlund for additional details.

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**Notable Losses and Closed Projects in May**

**Fitz Roy**

Information & IT

60 Jobs

\$20 M Capital Investment

18,000 Square Feet

Max Backlund, EDCUtah BD Manager

**Additional Information**

Life sciences client seeks to open site for a service and repair center. Utah was not selected for shortlist.

**Impact**

Service

9,350 Jobs

Capital Investment TBD

1,000,000 Sq. ft.

Max Backlund, EDCUtah BD Manager

**Additional Information**

Consumer product brands is seeking a new location to expand. Company needed a more urban city to support their image and increase recruiting efforts.

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**Lyla**

Information & IT

60 Jobs

Capital Investment TBD

Real Estate TBD

Erin Laney, EDCUtah BD Manager

**Additional Information**

Lost to Seattle, WA. Company had previous Seattle-based companies. Workforce was also a factor.

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

Agenda Item: K

<b>TITLE:</b>	Adopting proposed ordinance approving Rim Village Vistas Phase V Planned Unit Development (PUD) Preliminary Plat
<b>FISCAL IMPACT:</b>	none
<b>PRESENTER(S):</b>	Zacharia Levine, Community Development Director

Prepared By:

Community  
Development

**FOR OFFICE REVIEW  
ONLY:**

Attorney Review:

N/A

**RECOMMENDATION:**

Move to adopt the proposed ordinance approving the preliminary plat for Rim Village Vistas Phase V PUD subject to ongoing compliance of the Grand County Engineer's approval of required infrastructure improvements and authorize the Chair to sign the preliminary plat and all associated documents.

**PLANNING COMMISSION RECOMMENDATION**

The Grand County Planning Commission reviewed the referenced application in a public hearing on June 22, 2016, and forwarded a favorable recommendation subject to ongoing compliance of the Grand County Engineers approval of required infrastructure improvements.

**BACKGROUND:**

See Staff Report

**ATTACHMENT(S):**

1. Staff Report
2. Master Plan
3. Preliminary Plat
4. DRAFT Ordinance



# S T A F F   R E P O R T

**MEETING DATE:** August 2, 2016  
**TO:** Grand County Council  
**FROM:** Community Development Department  
**SUBJECT:** Rim Village Vistas PUD Phase V Preliminary Plat

## **PLANNING COMMISSION RECOMMENDATION**

Move to recommend approval to the County Council for preliminary plat Rim Village Vistas PUD phase V subject to meeting the following:

- Continued compliance with engineer requirements for drainage ways and roadway construction.

## **BACKGROUND**

This application is submitted by the property owner and project developer, Chuck Henderson (Applicant). The Applicant is requesting a preliminary plat review for Rim Village Vistas PUD phase V. This phase includes approximately 1.64 acres and consists of two buildings with eight units in each building (16 units in total).

### **Location**

The project is accessed from Hwy 191 and Meador Drive, a dedicated and maintained county road. Phase V units will be located on Red Valley Circle, a private road. The applicant will be constructing a 56 foot wide with 34 foot paved, curb gutter and sidewalk and dedicating the road as Village Drive to the County.

### **Zoning and Density**

Rim Village Vistas PUD is split zoned Rural Residential (RR) and Multi-Family Residential-20 (MFR-20 a zone district in 2006). County Council has endorsed allowing mixed zone district densities. The Rim Village Vistas PUD Master Plan was approved in 2006 and provides for up to 196 units.

<b>Master Plan, Approved Density</b>		
Zone District	Acres	Units
MFR-20 (20/acre)	9.25	184
RR (1/acre)	12.47	12
<b>Total:</b>	<b>21.72</b>	<b>196</b>

### **Prior Approvals**

The Master Plan divides the project into phases III-VII. Phases I and II were part of a separate planning process, final plat recorded in 2004.

Master Plan, Phasing		
Phase III	16 multi-family units	Final Plat, approved 2007
Phase IV	32 multi-family units	Final Plat, approved 2014
Phase V	16 multi-family units	Subject application
Phase VI-VII	1, 12-plex (12 units) 6, 12 unit townhomes (72 units) 2, 24 unit townhomes (48 units) 132 units	Future
<b>Total:</b>	<b>196 UNITS</b>	

Phase V development stipulations are as follows:

Development Stipulations	
Primary Use	residential
Accessory Use	normal & customary
Gross Acreage	1.64 acres
Proposed Units	16 multi-family units
Proposed Unit Size:	
corner unit	1,556 sq. ft.
interior unit	1,552 sq. ft.
Common Area	1.32 acres (32.84%)
Open Space	1.50 acres (37.30%)
Common Facilities	private streets, driveways, patios, recreation area
Building Height	28 ft. (2 story)
Parking:	32 spaces (2 per unit, attached garage) 8 quest spaces
	Total 40 spaces this phase

**PRELIMINARY PLAT**

**Master Plan**

The Rim Village Vistas PUD Master Plan, dated June 6, 2006, was approved in May 2006 (Ordinance 430). The application conforms to the density and layout as vested in the master plan.

**Water and Sewer**

Water and sewer service is in the utility easement along the proposed road. Grand Water & Sewer Service Agency provided an approval letter (attached) indicating plans meet agency and state specifications, and that adequate water and sewer capacity exists to serve the project.

**Utilities**

The applicant has provided updated will-serve letters for electricity and gas (attached).

**Physical Constraints**

The property is not in a floodplain and there is no other evidence of physical constraints.

**Access**

The applicant has complied with the County Engineer's recommendation for the interior roadway, Red Valley Circle, to be built to a private lane standard (44 foot right-of-way and 24 foot surface width). Village Drive will be a frontage road, 56 foot wide with 34 foot pavement, curb gutter and sidewalk. Village Drive will be dedicated to the County.

**Sidewalks and Trails**

Sidewalks are proposed along both sides of Village Drive and Red Valley Circle. No internal trails are proposed.

**Engineering**

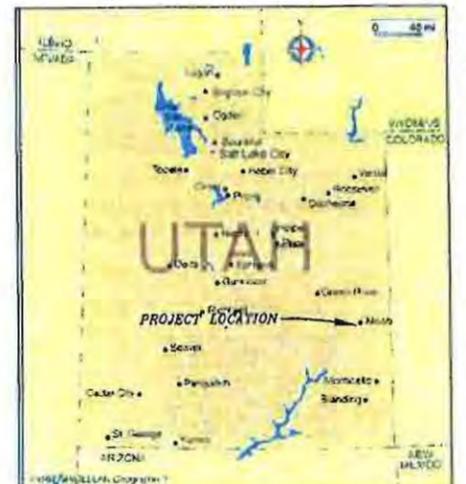
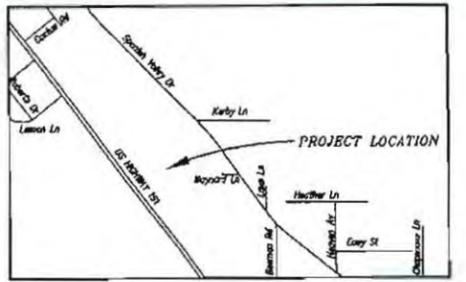
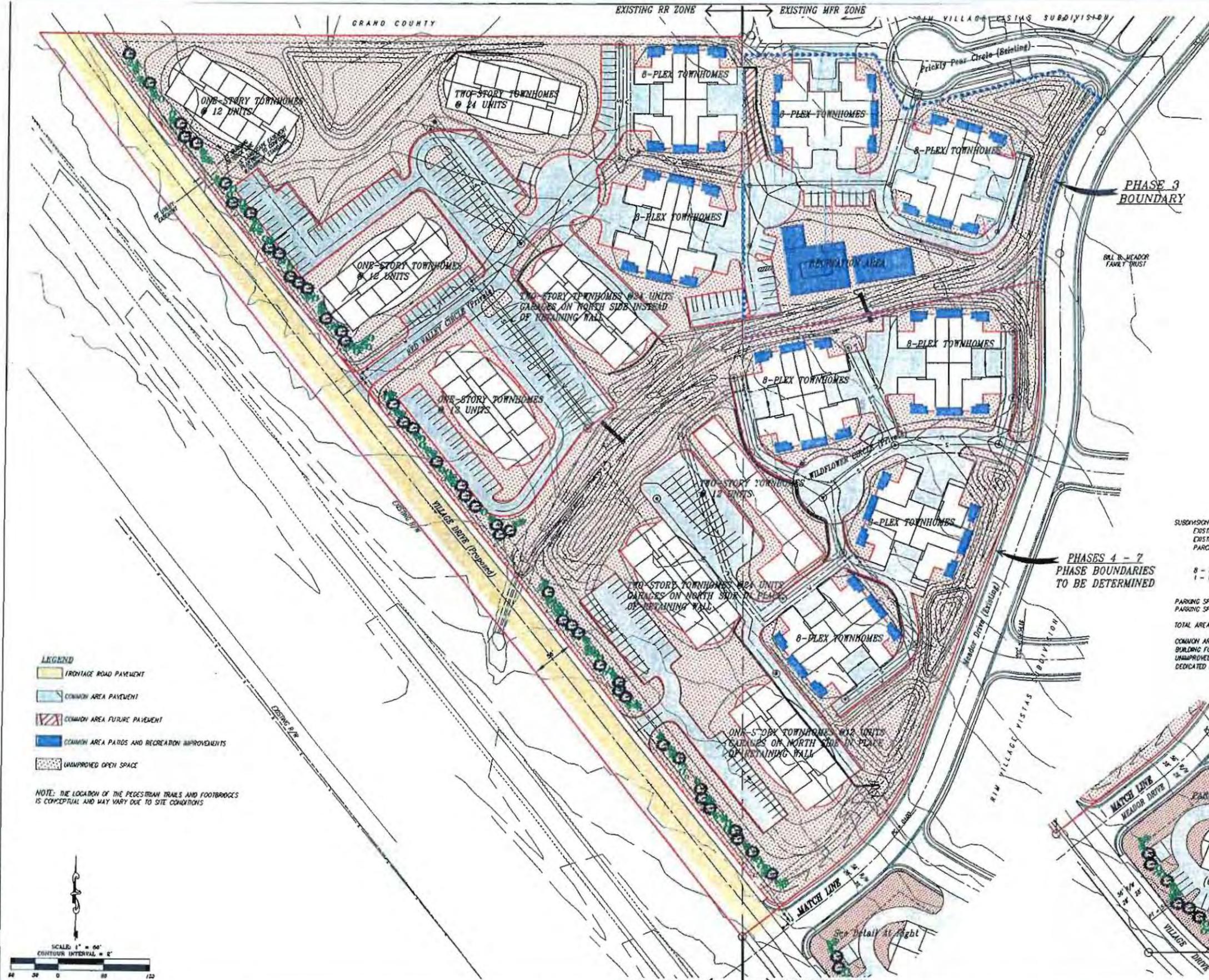
Drainage plan was approved for the entire site at Phase III with the master plan. The contract engineer has reviewed preliminary Construction Plans and is working with the applicants engineer to finalize the final construction plans and final plat for Phase V.

**Homeowners' Association and CC&Rs**

A Homeowners' Association has been established for the maintenance of roads, drainage, and open space. An addendum to the Covenants, Conditions, and Restrictions for the addition of this phase will be filed as part of final recordation, per the plat note.

**Attachments**

1. Project Master Plan
2. Preliminary Plat Phase IV
3. Horrocks Engineers Letter, May 27, 2016
4. Will serve letters from RMP, Questar, and GWSSA



SUBDIVISION DEVELOPMENT AREA:  
 EXISTING MFR ZONING AREA - (348,141.42 SF) 8.02 ACRES @ 20 UNITS/ACRE = 160 UNITS  
 EXISTING RR ZONING AREA - (543,016.96 SF) 12.47 ACRES @ 1 UNIT/ACRE = 12 UNITS  
 PARCEL 1 EXISTING MFR AREA - (537,519.90 SF) 12.3 ACRES @ 20 UNITS/ACRE = 24 UNITS  
 COMBINED DENSITY TOTAL UNITS ALLOWED = 196

8 - 8-PLEX TOWNHOMES = 64      6 - 12 UNIT TOWNHOMES = 72  
 1 - 12-PLEX TOWNHOMES = 12      2 - 24 UNIT TOWNHOMES = 48  
 COMBINED DENSITY TOTAL UNITS PROVIDED = 196

PARKING SPACES REQUIRED @ 2/UNIT = 392 SPACES  
 PARKING SPACES PROVIDED = 188 GARAGE SPACES AND 204 OPEN SPACES = 422 SPACES

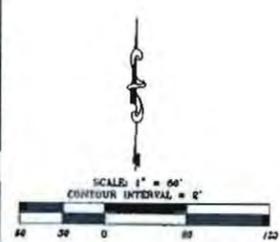
TOTAL AREA = ( 945,912.28 SF ) 21.72 ACRES

COMMON AREA INCLUDING PAVED ROADS & PARKING AND RECREATION IMPROVEMENTS = (248,354 SF) 5.7 ACRES (26.3%)  
 BUILDING FOOTPRINT AREA = (221,936 SF) 5.0 ACRES (23.5%)  
 UNIMPROVED OPEN SPACE = (392,920 SF) 9.0 ACRES (41.5%)  
 DEDICATED FRONTAGE ROAD = (62,702 SF) 1.5 ACRES (6.7%)

**LEGEND**

- FRONTAGE ROAD PAVEMENT
- COMMON AREA PAVEMENT
- COMMON AREA FUTURE PAVEMENT
- COMMON AREA PATHS AND RECREATION IMPROVEMENTS
- UNIMPROVED OPEN SPACE

NOTE: THE LOCATION OF THE PEDESTRIAN TRAILS AND FOOTBRIDGES IS CONCEPTUAL AND MAY VARY DUE TO SITE CONDITIONS



BY	DATE	REVISIONS	DESCR
BY	DATE	DESCR	
BY	DATE	DESCR	
BY	DATE	DESCR	

DATE	MAY 2006	DRAWN	MS
CHECKED	MS	APPROVED	HB/RLM
SCALE	1" = 60'		

**ASMA**  
 SOUDER, MILLER & ASSOCIATES, 2101 SAN JUAN BLVD.  
 FARMINGTON, NEW MEXICO 87401 TELE: 505-325-7535  
 Albuquerque - Las Cruces - Santa Fe, NM  
 Cortez, CO - Monticello, UT

**RIM VILLAGE VISTAS PHASES 3 - 7**  
 HENDERSON BUILDERS LLC  
 GRAND COUNTY, MOAB, UTAH

**SKETCH PLAN**  
 MFR & RR COMBINED DENSITY ZONING

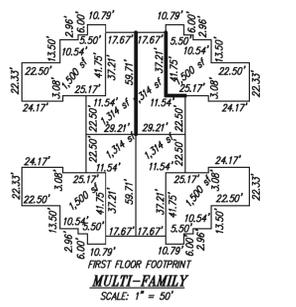
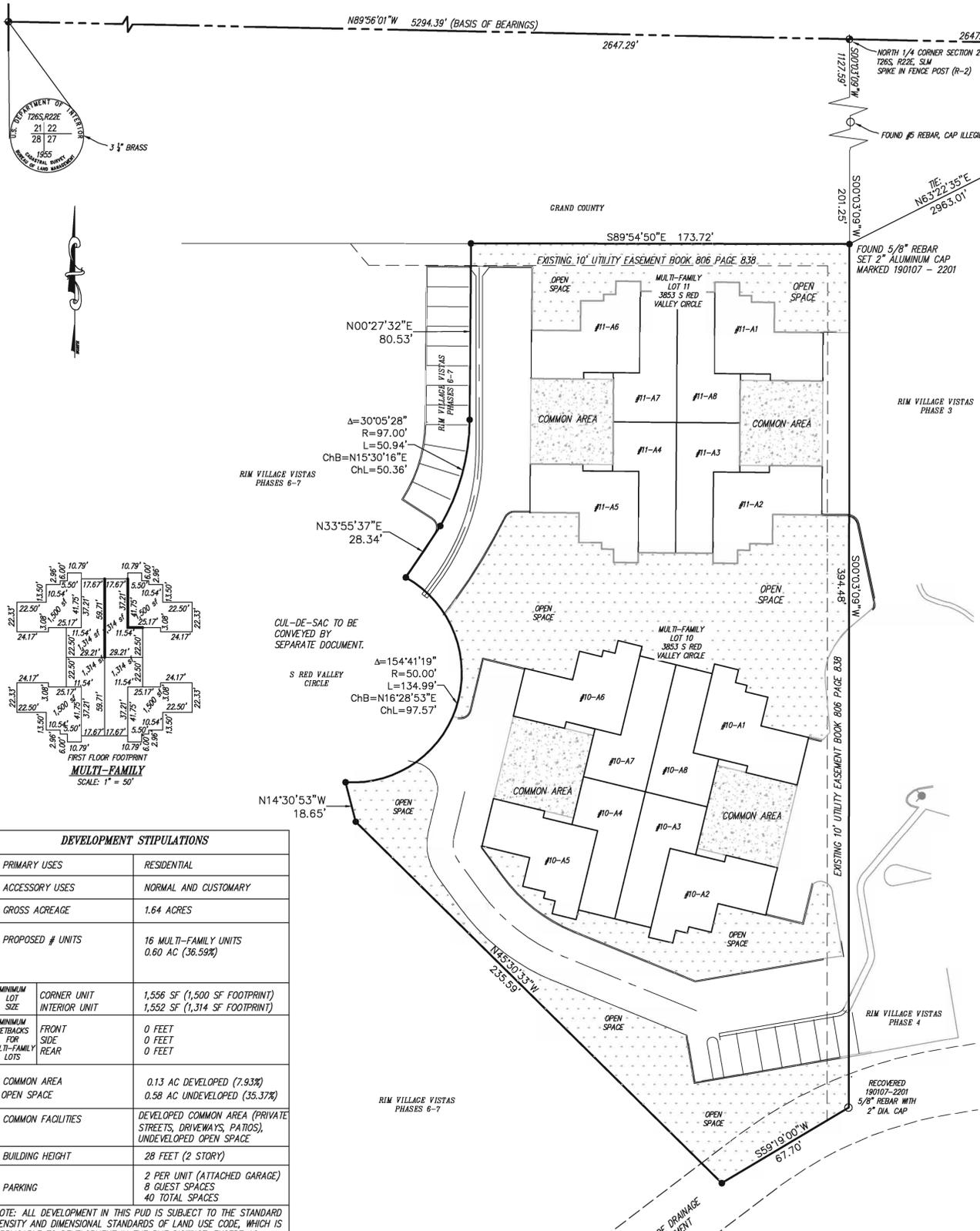


SKETCH PLAN SHEET	1 - 1
SHEET	C-2A

Brian Souder Miller  
 970-243-6067

# RIM VILLAGE VISTAS SUBDIVISION

PHASE 5  
A PLANNED UNIT DEVELOPMENT WITHIN THE N1/2 OF SECTION 27, T26S, R22E, SLM  
GRAND COUNTY, UTAH



DEVELOPMENT STIPULATIONS	
PRIMARY USES	RESIDENTIAL
ACCESSORY USES	NORMAL AND CUSTOMARY
GROSS ACREAGE	1.64 ACRES
PROPOSED # UNITS	16 MULTI-FAMILY UNITS 0.60 AC (36.59%)
MINIMUM LOT SIZE	CORNER UNIT: 1,556 SF (1,500 SF FOOTPRINT) INTERIOR UNIT: 1,552 SF (1,314 SF FOOTPRINT)
MINIMUM SETBACKS FOR MULTI-FAMILY LOTS	FRONT: 0 FEET SIDE: 0 FEET REAR: 0 FEET
COMMON AREA	0.13 AC DEVELOPED (7.93%) 0.58 AC UNDEVELOPED (35.37%)
COMMON FACILITIES	DEVELOPED COMMON AREA (PRIVATE STREETS, DRIVEWAYS, PATIOS), UNDEVELOPED OPEN SPACE
BUILDING HEIGHT	28 FEET (2 STORY)
PARKING	2 PER UNIT (ATTACHED GARAGE) 8 GUEST SPACES 40 TOTAL SPACES

NOTE: ALL DEVELOPMENT IN THIS PUD IS SUBJECT TO THE STANDARD DENSITY AND DIMENSIONAL STANDARDS OF LAND USE CODE, WHICH IS APPLICABLE TO DEVELOPMENT IN THE RMF DISTRICT, EXCEPT AS SPECIFICALLY MODIFIED ABOVE.

- REFERENCES**
- R-1 QUIT CLAIM DEED FROM CHARLES C. HENDERSON TO HENDERSON PROPERTIES, LLC IN BOOK 0619, PAGE 141 AS RECORDED ON JANUARY 28, 2004.
  - R-2 SURVEY RECORDED IN BOOK 0505, PAGE 429, 430 ON JUNE 20, 1997.
  - R-3 RIM VILLAGE VISTAS SUBDIVISION, PHASES 1 & 2 RECORDED IN BOOK 641, PAGES 190-194 ON MARCH 4, 2005.
  - R-4 RIM VILLAGE VISTAS SUBDIVISION PHASE 3 RECORDED

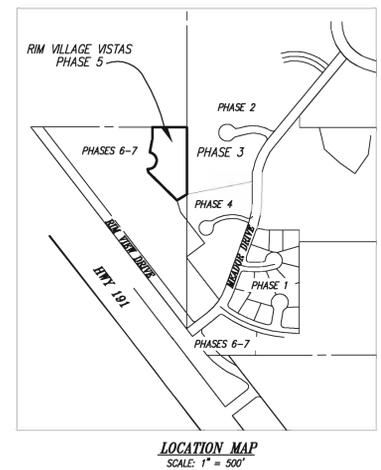
- LEGEND**
- ◆ FOUND SECTION MONUMENT AS NOTED
  - SET 5/8" REBAR 2" ALUMINUM CAP MARKED 190107 - 2201 OR AS NOTED
  - FOUND MONUMENT AS NOTED

DATE 03/08/2016 BY bkb REVISION 01  
DATE 06/07/2016 BY bkb REVISION 02  
DATE 06/16/2016 BY bkb REVISION 03

COUNTY RECORDER NO. \_\_\_\_\_  
STATE OF UTAH, COUNTY OF GRAND, RECORDED AT THE REQUEST OF \_\_\_\_\_  
DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ FEE \_\_\_\_\_  
ATTEST: \_\_\_\_\_  
COUNTY RECORDER

COUNTY ENGINEER APPROVAL  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016.  
\_\_\_\_\_  
COUNTY ENGINEER

SOUDER, MILLER & ASSOCIATES, 11 N. MAIN STREET  
MOAB, UTAH, 84532 TELE: 970-243-6067  
Albuquerque - Las Cruces - Santa Fe, NM  
Cortez, CO - Farmington, NM



MULTIFAMILY LOT #	ADDRESS	MULTIFAMILY LOT #	ADDRESS
10-A1	3853 S RED VALLEY CIRCLE	#10-A1	3853 S RED VALLEY CIRCLE
10-A2	3853 S RED VALLEY CIRCLE	#10-A2	3853 S RED VALLEY CIRCLE
10-A3	3853 S RED VALLEY CIRCLE	#10-A3	3853 S RED VALLEY CIRCLE
10-A4	3853 S RED VALLEY CIRCLE	#10-A4	3853 S RED VALLEY CIRCLE
10-A5	3853 S RED VALLEY CIRCLE	#10-A5	3853 S RED VALLEY CIRCLE
10-A6	3853 S RED VALLEY CIRCLE	#10-A6	3853 S RED VALLEY CIRCLE
10-A7	3853 S RED VALLEY CIRCLE	#10-A7	3853 S RED VALLEY CIRCLE
10-A8	3853 S RED VALLEY CIRCLE	#10-A8	3853 S RED VALLEY CIRCLE
11-A1	3853 S RED VALLEY CIRCLE	#11-A1	3853 S RED VALLEY CIRCLE
11-A2	3853 S RED VALLEY CIRCLE	#11-A2	3853 S RED VALLEY CIRCLE
11-A3	3853 S RED VALLEY CIRCLE	#11-A3	3853 S RED VALLEY CIRCLE
11-A4	3853 S RED VALLEY CIRCLE	#11-A4	3853 S RED VALLEY CIRCLE
11-A5	3853 S RED VALLEY CIRCLE	#11-A5	3853 S RED VALLEY CIRCLE
11-A6	3853 S RED VALLEY CIRCLE	#11-A6	3853 S RED VALLEY CIRCLE
11-A7	3853 S RED VALLEY CIRCLE	#11-A7	3853 S RED VALLEY CIRCLE
11-A8	3853 S RED VALLEY CIRCLE	#11-A8	3853 S RED VALLEY CIRCLE

**STANDARD NOTES**

- THE OWNER(S), DEVELOPER(S) AND/OR THE SUBDIVIDER(S) OF THE SUBDIVISION KNOWN AS RIM VILLAGE VISTAS, THEIR RESPECTIVE SUCCESSORS, HEIRS, AND/OR ASSIGNS AGREE TO THE FOLLOWING NOTES:
- THE HOME OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES AND PARKING AREAS. REQUIREMENTS INCLUDE, BUT ARE NOT LIMITED TO, MAINTAINING THE SPECIFIED DETENTION/RETENTION PONDS, THE OUTLET STRUCTURE, FLOW RESTRICTION DEVICES AND FACILITIES NEEDED TO CONVEY THE FLOWS. GRAND COUNTY SHALL HAVE THE RIGHT TO ENTER THE PROPERTY AND INSPECT THESE FACILITIES. IF THE FACILITIES ARE NOT PROPERLY MAINTAINED, THE COUNTY MAY PROVIDE THE NECESSARY MAINTENANCE AND ASSESS THE COSTS TO THE OWNER OF THE PROPERTY.
  - THE RIM VILLAGE VISTAS HOMEOWNERS ASSOCIATION OR AN ORGANIZATION OTHER THAN GRAND COUNTY SHALL HAVE LEGAL OWNERSHIP OF THE COMMON OPEN SPACE AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON OPEN SPACE.
  - EMERGENCY ACCESS IS GRANTED HEREWITH OVER AND ACROSS ALL ROADS, DRIVEWAYS AND PARKING AREAS FOR ALL OFFICIAL EMERGENCY VEHICLES.
  - CERTAIN COVENANTS AND RESTRICTIONS FOR THIS PROPERTY WILL BE FILED IN THE OFFICE OF THE GRAND COUNTY RECORDS. IT IS HEREBY ACKNOWLEDGED THAT THE COUNTY HAS NO RESPONSIBILITY FOR ENFORCEMENT OF SAME. FURTHERMORE, ANY OF SAID COVENANTS AND RESTRICTIONS THAT WOULD HAVE THE EFFECT OF CREATING A LESS RESTRICTIVE DEVELOPMENT STANDARD THAN THOSE INCLUDED ON THIS PLAN OR OTHER COUNTY LAND USE REGULATION IS NULL AND VOID.
  - A HOMEOWNERS' ASSOCIATION OR OTHER ENTITY WITH ASSESSMENT AUTHORITY SHALL BE ESTABLISHED THAT WILL BE RESPONSIBLE FOR THE PERPETUAL MAINTENANCE OF ALL COMMON ELEMENTS, WHICH WILL INCLUDE THE DRIVEWAYS TO EACH UNIT. DOCUMENTS CREATING THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE THAT THOSE PORTIONS OF SUCH DOCUMENTS PERTAINING TO MAINTENANCE OF COMMON ELEMENTS MAY NOT BE AMENDED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE COUNTY COUNCIL.
  - MAINTAIN A TEN (10) FOOT BUILDING SETBACK FROM ALL PLAT BOUNDARY LINES.
  - TITLE REPORT FROM SOUTHEASTERN UTAH TITLE CO., ORDER NO. 58,851-G, EFFECTIVE DATE OCTOBER 26, 2015.
  - SUBJECT TO RIGHT, TITLE OR INTERESTS OF ANY KIND, TOGETHER WITH ANY ASSOCIATED RIGHTS TO MINE OR REMOVE SAID MINERALS, TITLE COMPANY DOES NOT PURPORT TO DISCLOSE DOCUMENTS OF RECORD PERTAINING TO THE ABOVE REFERENCED RIGHTS.
  - ANY CLAIM, RIGHT, TITLE OR INTEREST UNDER THE RESERVATION BY THE STATE OF UTAH OF COAL AND OTHER MINERAL DEPOSITS AS DISCLOSED IN THE PATENT NO. 20110, RECORDED MARCH 25, 2008 IN BOOK 723 AT PAGE 424 AS ENTRY NO. 485001. THE TITLE COMPANY HAS NOT VERIFIED THE VESTED CURRENT OWNER OF THIS SEVERED INTEREST. A RESERVATION OF LEASE AS DISCLOSED IN THE PATENT RECORDED MARCH 25, 2008 IN BK 723 AT PG 424, AS ENTRY NO. 485001.
  - SUBJECT TO AN EASEMENT RESERVATION, ANY EXISTING RIGHTS OF WAY, INTEREST, RESERVATION OR EXCEPTION APPEARING OF RECORD AS DISCLOSED IN PATENT NO. 20110 RECORDED MARCH 25, 2008 IN BOOK 723 AT PAGE 424 AS ENTRY NO. 485001.
  - SUBJECT TO ALL RIGHTS OF WAY FOR DITCHES, TUNNELS, AND TELEPHONE AND TRANSMISSION LINES THAT HAVE BEEN OR MAY BE CONSTRUCTED BY THE UNITED STATES AS PROVIDED BY STATUTE, AN AS DISCLOSED IN PATENT NO. 20110 RESOVED MARCH 24, 2008 IN BOOK 723 AT PAGE 424 AS ENTRY NO. 485001.
  - AN EASEMENT ACROSS THE COMMON AREAS AND OPEN SPACES DEDICATED HEREON FOR UTILITIES.

**LEGAL DESCRIPTIONS**

PHASE 5  
A PARCEL OF LAND LYING WITHIN THE NORTH HALF OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWENTY-SIX (26) SOUTH, RANGE TWENTY-TWO (22) EAST, SLM., GRAND COUNTY, UTAH, DESCRIBED AS FOLLOWS:  
BEGINNING AT FOUND #5 1 1/4" CAP RED PLASTIC ILLEGIBLE AND BEING THE NORTHWEST CORNER OF RIM VILLAGE VISTAS SUBDIVISION PHASE 2, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK, GRAND COUNTY, UTAH, MARCH 16, 2007 IN BOOK 691, PAGE 278, AS ENTRY NO. 478515, WHENCE A SPIKE IN A FENCEPOST ACCEPTED AS THE NORTH QUARTER CORNER OF SAID SECTION 27 BEARS NORTH 00°03'09" EAST, 1127.59 FEET;  
THENCE SOUTH 00°03'09" WEST, 201.25 FEET THE POINT OF BEGINNING;  
THENCE ALONG THE WESTERLY LINE OF RIM VILLAGE VISTAS PHASE 3, SOUTH 00°03'09" WEST, 394.48 FEET TO A RECOVERED #5 REBAR WITH 2" ALUMINUM CAP MARKED 190107-2201 ON THE NORTHERLY LINE OF RIM VILLAGE VISTAS PHASE 4;  
THENCE SOUTH 59°19'00" WEST, 67.70 FEET;  
THENCE NORTH 45°30'33" WEST, 235.59 FEET;  
THENCE NORTH 14°30'53" WEST, 18.65 FEET;  
THENCE, 134.99 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 154°41'19"; WITH A CHORD BEARING NORTH 16°28'53" EAST, A DISTANCE OF 97.57 FEET;  
THENCE NORTH 33°55'37" EAST, 28.34 FEET;  
THENCE, 50.94 FEET ALONG THE ARC OF A 97.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 3°05'28"; WITH A CHORD BEARING NORTH 15°30'16" EAST, A DISTANCE OF 50.36 FEET;  
THENCE NORTH 00°27'32" EAST, 80.53 FEET;  
THENCE SOUTH 89°54'50" EAST, 137.72 FEET TO THE TRUE POINT OF BEGINNING;  
CONTAINING 1.64 ACRES, MORE OR LESS.

**APPROVAL CERTIFICATION:**

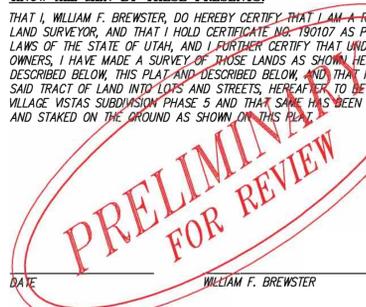
CERTIFICATION OF APPROVAL BY THE PLANNING COMMISSION AND COUNTY COUNCIL, IN THE FOLLOWING FORM, SHALL BE PLACED ON THE FINAL PLAT.  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE GRAND COUNTY COUNCIL  
CHAIRMAN SIGNATURE \_\_\_\_\_ COUNTY RECORDER SIGNATURE \_\_\_\_\_

**BASIS OF BEARINGS**

BEARINGS ARE BASED ON A LINE BETWEEN BLM BRASS CAPS MONUMENTING THE NE CORNER AND THE NW CORNER OF SAID SECTION 27 (BEARING FROM VALLEY CONTROL = N89°56'01"W)

**KNOW ALL MEN BY THESE PRESENTS:**

THAT I, WILLIAM F. BREWSTER, DO HEREBY CERTIFY THAT I AM A REGISTERED UTAH LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 190107 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, AND I FURTHER CERTIFY THAT UNDER AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THOSE LANDS AS SHOWN HERE ON AND DESCRIBED BELOW, THIS PLAN AND DESCRIBED BELOW, AND THAT I HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS RIM VILLAGE VISTAS SUBDIVISION PHASE 5 AND THAT SAID PLAN HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAN.



DATE \_\_\_\_\_ WILLIAM F. BREWSTER

**OWNERS & MORTGAGEE'S DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_ THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS THE

**RIM VILLAGE VISTAS SUBDIVISION PHASE 5**

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND AND ALL UTILITY EASEMENTS AS INTENDED FOR PUBLIC USE. ALL COMMON AREA AND OPEN SPACE, IMPROVED AND UNIMPROVED, IS RESERVED AS AN EASEMENT FOR INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES TO SERVICE RIM VILLAGE VISTAS SUBDIVISION.

IN WITNESS WHEREOF, I, \_\_\_\_\_ HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2016.

MANAGER, RIM VILLAGE III, LLC

**ACKNOWLEDGMENT**

STATE OF UTAH )  
 ) S.S.  
COUNTY OF GRAND )

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2016 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF \_\_\_\_\_ IN SAID STATE OF UTAH, THE SIGNER(S) OF THE ABOVE OWNERS DEDICATION, \_\_\_\_\_ IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT \_\_\_\_\_ SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC RESIDING IN \_\_\_\_\_ COUNTY

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

**APPROVING RIM VILLAGE VISTAS PUD PHASE V PRELIMINARY PLAT**

**WHEREAS**, Rim Village III, LLC, Chuck Henderson President (hereinafter referred to as “Applicant”), submitted an application for the Rim Village Vistas PUD, Phase V Preliminary Plat, more specifically described as the following real property located in Grand County, Utah:

A parcel of land lying within the North half of Section Twenty-seven (27), Township Twenty-six (26) South, Range Twenty- two (22) East, SLM. Grand County Utah, described as follows:

Beginning at found #5 1 ¼” cap red plastic illegible and being the Northwest corner of Rim Village Vistas Subdivision Phase 2, filed for record in the of County Clerk, Grand County, March 16, 2007 in Book 691, Page 279, as entry No. 476615, whence, a spike in a fencepost accepted as the North quarter corner of said Section 27 bears North 00°03’09” East, 1127.59 feet;

Thence South 00°03’09” West, 201.25 feet the point of beginning;

Thence along the westerly line of Rim Village vistas Phase 3, South 00°03’09” West, 394.48 feet to a recovered #5 rebar with 2” Aluminum cap marked 190107-2201 on the northerly line of Rim Village Vistas Phase 4:

Thence, North 81°53’19” West, 72.32 feet; Thence, North 55°44’35” West, 141.88 feet; Thence, North 24°05’34” West, 21.09 feet; Thence North 13°36’46” East, 116.17 feet; Thence, north 06°58’ 48” West 44.50 feet; Thence, North 00°03’09” East, 128.34 feet; Thence, south 89°54’50” East, 175.79 feet to the True point of beginning: Containing 1.50 acres, more or less.

**WHEREAS**, the Grand County General Plan (General Plan) was adopted by the Grand County Council on April 6, 2004, with Resolution #2654 and updated February 7, 2012, with Resolution #2976;

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

**WHEREAS**, Rim Village Vistas PUD Master Plan approved in 2006, includes 21.72 acres of real property with a split zone of MFR, Multi-family Residential and RR, Rural Residential with a PUD overlay and provided for up to 196 mixed use units, all as described in the approved PUD master plan and more specifically described in the Grand County Land Use Code, which shall control development with this PUD as follows;

Zone Districts	Acres	Requested Units
MFR-20	9.25	184
RR	12.47	12
<b>TOTAL</b>	<b>21.72</b>	<b>196</b>

**WHEREAS**, the Applicant submitted an application to develop the subject property as Phase V of Rim Village Vistas PUD, Preliminary Plat as approved in the Rim Vistas PUD Master Plan, with the proposed use of 16 multi-family units each on a footprint lot, as follows;

PUD Development Stipulations Table		
Primary Uses		Multi-family Residential
Accessory Uses		Normal and Customary
Gross Acreage		1.5 acres
Proposed # of units		16 multi-family units
Minimum Lot Size	Corner unit	1556 SF (1500 sf footprint)
	Interior unit	1552 SF (1314 sf footprint)

Minimum Setbacks	Front	0 feet
	Side	0 feet
	Rear	0 feet
Common Area Open space		0.13 acres developed (9.05%)
Open Space		0.42 acres undeveloped (28.00%)
Building Height		28 feet
Off-street Parking		1 per Dwelling Unit (attached garage) 32 spaces 4 guest spaces 40 total spaces

**WHEREAS**, the Grand County Planning Commission reviewed Rim Village Vistas PUD, Phase V, Preliminary Plat at a public hearing on June 22, 2016, and recommended approval;

**WHEREAS**, the applicants provided approval letters from GWSSA, Moab Valley Fire Department, and the County Engineer has reviewed the preliminary infrastructure plans and found the preliminary plat acceptable; the Grand County Road Department requires a turnaround at the end of Village Drive for road maintenance;

**WHEREAS**, due notice was given that the County Council would meet to hear and consider the proposed Planned Unit Development Preliminary Plat in a public hearing on July 19, 2016; and

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

**NOW, THEREFORE, BE IT ORDAINED** that Grand County Council does hereby approve Rim Village Vistas PUD, Phase V Preliminary Plat (attached as Exhibit A) subject to ongoing compliance with the Grand County Engineers approval of required infrastructure improvements.

**APPROVED** by the Grand County Council in open session this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by the following vote:

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

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

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

**ATTEST:**

**GRAND COUNTY COUNCIL**

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

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

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

August 2, 2016  
 Agenda Item: L

<b>TITLE:</b>	Approving amended Statement of Work for the Reimbursable Agreement with Central Federal Lands Highway Division to combine Phase 1 and Phase 2 projects into one construction contract for the La Sal Mountain Loop Road project
<b>FISCAL IMPACT:</b>	For Complete project (phase 1 and 2) a not to exceed match amount of \$944,000.00 is required. An additional \$64,600.00 is needed for the project in 2017 or later.
<b>PRESENTER(S):</b>	Bill Jackson, Grand County Roads Supervisor

**Prepared By:**  
 Bill Jackson  
 Grand County Road  
 Supervisor.

**FOR OFFICE USE ONLY:**  
**Attorney Review:**  
  
 None

**RECOMMENDATION:**

I move to approve the amended Statement of Work for the Reimbursable Agreement (modification #004) with Central Federal Lands Highway Division for the UT FLAP 73(1) La Sal Mountain Loop Road Project in the not-to-exceed amount of \$944,000.00 and authorize the Chair to sign all associated documents.

**BACKGROUND:**

Grand County submitted to Federal lands access program (FLAP) an application for the reconstruction of 8.7 miles of the La Sal Mountain Loop Road. The project application was approved and the Federal Lands Access Program Project Memorandum of Agreement was signed by the Council Chair on 11/21/2013. (Attachment 1) Initially the project was to be constructed in two phases FY 2017 and FY 2018. Central Federal Lands Highway Division determined to start construction of the project in the Fall of 2016 and the remainder of the project in 2017 in order to better utilize funding. Thus, you have before you the Statement of work document that modifies the Reimbursable agreement for this project. (Attachment 2) The Grand County Transportation District has obligated \$612,000 match money for this project. They also were able to attain \$267,400 from CIB in the form of a grant. With the amount of funding at this time there is a short fall of \$64,600.00. There are several possible avenues to make up this short fall. Such as, Transportation Special Service District, CIB grant, B Road fund, General Fund. Note: It has been relayed to me that in order to stay on schedule for putting this project out to bid that these documents need to be submitted by August 5<sup>th</sup>.

**ATTACHMENT(S):**

- (1) Memorandum of agreement (2013)
- (2) Statement of work Reimbursable agreement No.: DTFH68-13-E-0005, Modification #004 (redlined and clean copies)

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**

**Project / Facility Name:** La Sal Mountain Loop Road

**Project Route:** UT FLAP 73(1)

**State:** Utah

**County:** Grand County and San Juan County

**Owner of Federal Lands to which the Project Provides Access:** Manti-La Sal National Forest

**Entity with Title or Maintenance Responsibility for Facility:** Grand County and San Juan County

**Type of Work:** This project is located in the Grand and San Juan Counties to the southeast of Moab, Utah. The project includes preliminary engineering, construction and construction engineering of 10.25 miles of the La Sal Mountain Loop Road. The project begins at the Mill Creek Bridge in San Juan County at MP 14.25 and continues 1.5 miles to the boundary with Grand County at MP 15.75. The project then continues north to the junction with Gateway Road at MP 26.5, excluding the portion at Miner's Basin that was completed in 2012 (milepost 21.1 to 23.1). Proposed improvements include widening the road to two 10 foot lanes with 1 foot shoulders for a total width of 22 feet. The existing asphalt surface is severely degraded. Proposed improvements will include full depth reclamation and an overlay with hot asphalt concrete pavement. Safety improvements are to include signing, striping, and a continuous roadway section to meet driver expectation.

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

**Parties to this Agreement:** Grand County, San Juan County, Manti-La Sal National Forest, and Central Federal Lands Highway Division

The Program Decision Committee approved this project on September 9, 2013.

**AGREED:**

  
\_\_\_\_\_  
Grand County

11/21/2013  
\_\_\_\_\_  
Date

\_\_\_\_\_  
San Juan County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manti-La Sal National Forest

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Program Administration,  
Central Federal Lands Highway Division

\_\_\_\_\_  
Date

**A. PURPOSE OF THIS AGREEMENT**

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, *Grand County and San Juan County* agree to provide a matching share equal to **6.77%** of the total cost of the project, as detailed more fully in Sections J and K below. Each county will only be responsible for work located within their county boundaries.

**B. AUTHORITY**

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

**C. JURISDICTION AND MAINTENANCE COMMITMENT**

*Grand County and San Juan County* have jurisdictional authority to operate and maintain the existing facility within their respective counties and will operate and maintain the completed project at its expense.

**D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION**

*Grand County and San Juan County* have coordinated project development with the *Manti-La Sal National Forest*. The *Manti-La Sal National Forest* support of the project is documented in the Acknowledgement of Coordination with the FMLA in the project application, signed by the Manti-La Sal National Forest on May 13, 2013. Each party to this agreement who has a primary role in NEPA, design, or construction shall coordinate their activities with the *Manti-La Sal National Forest*.

**E. PROJECT BACKGROUND/SCOPE**

*General.* This project is located in the Grand and San Juan Counties to the southeast of Moab, Utah. The project includes preliminary engineering, construction and construction engineering of 10.25 miles of the La Sal Mountain Loop Road. The project begins at the Mill Creek Bridge in San Juan County at MP 14.25 and continues 1.5 miles to the boundary with Grand County at MP 15.75. The project then continues north to the junction with Gateway Road at MP 26.5, excluding the portion at Miner's Basin that was completed in 2012 (milepost 21.1 to 23.1). The general scope of work is a 3R project that will include minor widening of the existing roadway to produce a consistent 22 foot width, pulverize and pave. Geotechnical, hydraulic, and safety improvements will be included.

Due to funding limitations, the project may be broken into two phases. Phase 1 project would be from milepost 14.25 to 21.1. Phase 2 would be from milepost 23.1 to 26.5.

**Pavement.** The condition of the existing HACP along the entire project alignment is poor. Specifically, the pavement had significant areas of transverse and longitudinal cracking, alligator cracking, bleeding, stripping, raveling, potholes, and edge deterioration. In addition, some locations showed minor rutting. The proposed pavement section is 3" of HACP on 6" of pulverized material. A chip seal will be included as well to match other portions of the route.

**Highway Design and Safety.** The current roadway width varies from 19 feet to 25 feet with the narrower sections coinciding with the areas of steep cut and fill slopes. The new typical section will be two 10 foot lanes with two 1 foot shoulders for a total paved width of 22 feet. The posted speed is 25 mph with 10 and 15 mph advisory signs at switchbacks between MP 23.6 and MP 26.5. The road has numerous substandard horizontal curves. Since there is no history of accidents on this facility design exceptions will be requested to maintain the geometry and character of the road.

Proposed safety improvements include replacing all of the signs and supports, adding pavement striping to the route, clearing vegetation and/or cutting slopes to improve sight distance, and improving the bike trail crossing at the Whole Enchilada trail.

**ROW and Utilities.** There are at least two private property owners along the route but no impacts are anticipated at this time. A highway easement deed will be executed as part of this project for the portion on National Forest lands. No major impacts to utilities are anticipated.

**Geotechnical.** Currently there are no retaining walls or guardrail within the project limits. The intent is to lay back the cut slopes to fit the wider section were feasible instead of building large fill walls. It is anticipated that some retaining walls will be required. One area near MP 20.6 was identified as having significant rockfall hazard and therefore impacts to the cut slope may not be possible. The base assumption is to perform slope scaling and build a retaining wall in this area. Subexcavation will be required in areas of failing subgrade.

**Drainage.** There are no flooding or major drainage maintenance issues within the project boundaries. The county cleans the culverts periodically and removes fallen rocks and debris from the ditches when needed. The base assumption is to replace all culverts with a minimum 24 inch culvert due to age, deterioration, and/or capacity.

**Environment and Permits.** Biological and cultural field studies will be performed to determine any potential impacts. At this time a Categorical Exclusion is anticipated. 404/101 and NPDES permits are anticipated.

**F. PROJECT BUDGET**

<b>Item</b>	<b>San Juan County</b>	<b>Grand County</b>	<b>Total</b>	<b>Comments</b>
Scoping	\$10,000	\$66,500	\$76,500	Actual for scoping.
Preliminary Engineering & NEPA (PE)	\$160,000	\$783,000	\$943,000	Includes contracting costs.
Construction (CN)	\$2,000,000	\$9,753,000	\$11,753,000	Includes Phase 1 and 2
Construction Engineering (CE)	\$162,900	\$923,100	\$1,086,000	Includes Phase 1 and 2
Subtotal	\$2,332,900	\$11,525,600	\$13,858,500	
Contingency (10%)	\$233,000	\$1,152,000	\$1,385,000	
<b>Total</b>	<b>\$2,565,900</b>	<b>\$12,677,600</b>	<b>\$15,243,500</b>	

*Note: Scoping total is actual costs to date for the scoping effort. The PE, CN, and CE costs are estimated from the scoping effort.*

*Note: The above costs are for the full development and construction of the project as detailed in the project description. Local match responsibilities for each phase are detailed in the reimbursable agreement with each county.*

**G. ROLES AND RESPONSIBILITIES**

<b>Responsible Party</b>	<b>Product/Service/Role</b>
FHWA-CFLHD	<b><u>Project Planning</u></b>
	<ul style="list-style-type: none"> <li>• Develop and sign the Project MOA</li> <li>• Manage project development schedule and preliminary engineering costs</li> </ul>
	<b><u>Project Development</u></b>
	<ul style="list-style-type: none"> <li>• Be the lead agency for NEPA</li> <li>• Prepare and approve environmental documents and make project decisions based on the NEPA documents</li> <li>• Perform topographic surveys, environmental surveys, and pavement and geotechnical investigations</li> <li>• Obtain permits required for Federally constructed projects</li> <li>• Development of the PS&amp;E. Provide project partners with draft PS&amp;E at project milestone phases for review.</li> <li>• Advertise and award the contract</li> </ul>
	<b><u>Construction</u></b>
	<ul style="list-style-type: none"> <li>• Administer the contract during construction</li> <li>• Provide Project Engineer on site for construction administration</li> <li>• If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> <li>• Determine the need for any proposed changes to contract documents, evaluate change impacts, coordinate technical reviews as needed, and ensure that the construction meets the requirements intended in the</li> </ul>

Responsible Party	Product/Service/Role
	PS&E <ul style="list-style-type: none"> <li>• Verify adherence to environmental documents</li> <li>• Facilitate the final inspection upon completion of construction</li> </ul>
Grand County	<p><b><u>Project Planning</u></b></p> <ul style="list-style-type: none"> <li>• Review and sign the Project MOA</li> <li>• Designate a single point of contact who will be the primary contact and act as a liaison to your agency for FHWA-CFLHD's staff during project development</li> </ul> <p><b><u>Project Development</u></b></p> <ul style="list-style-type: none"> <li>• Provide available data on traffic, accidents, material sources, construction costs, and any other relevant information</li> <li>• Provide ROW and utility information and coordination</li> <li>• Review the environmental documents, plans and specifications at each phase of design and provide project development support.</li> <li>• Attend reviews and meetings</li> <li>• Be responsible for ROW acquisition (private property) including all costs (<i>no ROW acquisitions are anticipated</i>). If ROW acquisition is required, costs can count towards local match.</li> <li>• Be responsible for utility relocation including all costs (<i>no utility conflicts are anticipated</i>). If utility relocations are required, costs can count towards local match.</li> <li>• In coordination with the FHWA-CFLHD project manager, ensure that completed plans, specifications, and estimates (PS&amp;E) are consistent with the intended outcome</li> <li>• Provide overall direction regarding policy and administration for the project and concur with the final plans and specifications</li> <li>• Obtain all rights necessary to construct, operate, and maintain the facility</li> <li>• Sign FHWA-CFLHD Utility and Right of Way certifications</li> </ul> <p><b><u>Construction</u></b></p> <ul style="list-style-type: none"> <li>• Designate a single point of contact who will be the primary contact for FHWA-CFLHD's construction staff during construction</li> <li>• If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> <li>• Attend a final inspection upon completion of construction</li> <li>• Assume responsibility of the NPDES permit until the Notice of Termination is filed and accepted</li> <li>• Provide Final Acceptance of the project</li> <li>• Provide long term maintenance and operation of the project upon completion</li> </ul>
San Juan County	<p><b><u>Project Planning</u></b></p> <ul style="list-style-type: none"> <li>• Review and sign the Project MOA</li> <li>• Designate a single point of contact who will be the primary contact and act as a liaison to your agency for FHWA-CFLHD's staff during project development</li> </ul> <p><b><u>Project Development</u></b></p> <ul style="list-style-type: none"> <li>• Provide available data on traffic, accidents, material sources,</li> </ul>

Responsible Party	Product/Service/Role
	<p>construction costs, and any other relevant information</p> <ul style="list-style-type: none"> <li>• Provide ROW and utility information and coordination</li> <li>• Review the environmental documents, plans and specifications at each phase of design and provide project development support.</li> <li>• Attend reviews and meetings</li> <li>• Be responsible for ROW acquisition (private property) including all costs (<i>no ROW acquisitions are anticipated</i>). If ROW acquisition is required, costs can count towards local match.</li> <li>• Be responsible for utility relocation including all costs (<i>no utility conflicts are anticipated</i>). If utility relocations are required, costs can count towards local match.</li> <li>• In coordination with the FHWA-CFLHD project manager, ensure that completed plans, specifications, and estimates (PS&amp;E) are consistent with the intended outcome</li> <li>• Provide overall direction regarding policy and administration for the project and concur with the final plans and specifications</li> <li>• Obtain all rights necessary to construct, operate, and maintain the facility</li> <li>• Sign FHWA-CFLHD Utility and Right of Way certifications</li> </ul> <p><b>Construction</b></p> <ul style="list-style-type: none"> <li>• Designate a single point of contact who will be the primary contact for FHWA-CFLHD's construction staff during construction</li> <li>• If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> <li>• Attend a final inspection upon completion of construction</li> <li>• Assume responsibility of the NPDES permit until the Notice of Termination is filed and accepted</li> <li>• Provide Final Acceptance of the project</li> <li>• Provide long term maintenance and operation of the project upon completion</li> </ul>
Manti-La Sal National Forest	<p><b>Project Planning</b></p> <ul style="list-style-type: none"> <li>• Review and sign the Project MOA</li> <li>• Designate a single point of contact who will be the primary contact and act as a liaison to your agency for FHWA-CFLHD's staff during project development</li> </ul> <p><b>Project Development</b></p> <ul style="list-style-type: none"> <li>• Provide ROW and utility information and coordination</li> <li>• Review the environmental documents, plans and specifications at each phase of design and provide project development support.</li> <li>• Attend reviews and meetings</li> <li>• In coordination with the FHWA-CFLHD project manager, ensure that completed plans, specifications, and estimates (PS&amp;E) are consistent with the intended outcome</li> <li>• Provide overall direction regarding policy and administration for the project and concur with the final plans and specifications</li> </ul> <p><b>Construction</b></p> <ul style="list-style-type: none"> <li>• Designate a single point of contact who will be the primary contact for</li> </ul>

Responsible Party	Product/Service/Role
	FHWA-CFLHD's construction staff during construction <ul style="list-style-type: none"> <li>• If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> <li>• Attend a final inspection upon completion of construction</li> <li>• Provide Final Acceptance of the project</li> </ul>

**H. ROLES AND RESPONSIBILITIES – SCHEDULE**

Responsible Lead	Product/Service/Role	Schedule Start-Finish	Deliverable
FHWA	Project Development Planning	7/1/2013 - 12/1/2013	Project Development Plan
FHWA	Environmental Compliance	2/1/2014 - 10/1/2014	Signed Categorical Exclusion
FHWA	Topographical Survey	12/1/2013 - 5/1/2013	Site investigation
FHWA	Preliminary Design	12/15/2013 - 7/1/2014	Development of 30% PS&E
FHWA	Intermediate Design	7/1/2014 - 10/1/2014	Development of 70% PS&E
FHWA	Final Design	10/1/2014 - 2/1/2015	Development of final contract documents
FHWA	Advertisement	FY17/FY18	

*Note: A more detailed schedule will be developed and changes will be provided. Current programming of funds in FY17 and FY18.*

**I. PROPOSED DESIGN STANDARDS**

Final design standards will be determined through the NEPA process.

Criteria	Proposed	Comments
Standard	AASHTO	
Functional Classification	Minor Rural Collector	
Surface Type	Pavement	
Design Volume	400-600 ADT	
Design Speed	25 mph	
Travel Way Width	20 feet	
Shoulder Width	1 foot each side	

**J. FUNDING**

<b>Fund Source</b>	<b>Amount</b>	<b>%</b>	<b>Comments</b>
State Federal Lands Access Program Funds	\$7,365,200	93.23%	
Local Matching Share <u>State/County</u>	\$534,800	6.77%	Includes \$6,000 from original scoping agreement
<b>TOTAL PROJECTED COSTS</b>	<b>\$7,900,000</b>		Include design of Phase 1 and 2 but construction and construction engineering of Phase 1 ONLY.

**K. MATCHING SHARE REQUIREMENTS**

Matching or cost sharing requirements may be satisfied following the obligation of funds to the project by: allowable costs incurred by the State or local government, cash donations, the fair and reasonable value of third party in-kind contributions (but only to the extent that the value of the costs would be allowable if paid for by the party responsible for meeting the matching share), including materials or services; however no costs or value of third party contributions may count towards satisfying the matching share requirements under this agreement if they have or will be counted towards meeting the matching share requirements under another federal award.

Costs and third party contributions counting toward satisfying a cost sharing or matching requirement must be verifiable from the records of the party responsible for meeting the matching requirements. The records must demonstrate how the value of third party in kind contributions was derived. Voluntary services sought to be applied to the matching share will be supported by the same methods that the party to this agreement uses to support allocability of personnel costs. Any donated services provided by a third party will be valued at rates consistent with those ordinarily paid by employers for similar work in the same labor market. Supplies furnished will be valued at their market value at the time of donation. Donated equipment or space will be valued at fair rental rate of the equipment or space. All records associated with valuations or costs under section K shall be accessible and be maintained for three years following project close-out.

Grand County and San Juan County will provide 6.77% of the total Federal Lands Access Program funding required for the project through construction contract completion, closeout, and resolution of any disputes, in an amount not to exceed that provided in separate funding agreements. Each county will only be responsible for work within their own county.

**L. PROJECT TEAM MEMBERS - POINTS OF CONTACT**

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

<b>Name/Title</b>	<b>Organization</b>	<b>Phone Number/Email</b>
Bill Jackson Supervisor	Grand County Road Dept.	<a href="mailto:bjackson@grandcountyutah.net">bjackson@grandcountyutah.net</a> (435) 259-5308
Lynn Laws Superintendent	San Juan County Road Dept.	<a href="mailto:lynnlaws@sanjuancounty.org">lynnlaws@sanjuancounty.org</a> (435) 587-3230

Seth Wallace Forest Engineer	Manti-La Sal National Forest	<a href="mailto:spwallace@fs.fed.us">spwallace@fs.fed.us</a> (435) 636-3533
Chris Longley Project Manager	FHWA-CFLHD	<a href="mailto:clongley@dot.gov">clongley@dot.gov</a> (720) 963-3733

**M. CHANGES/AMENDMENTS/ADDENDUMS**

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

**N. ISSUE RESOLUTION PROCEDURES MATRIX**

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

<b>FHWA</b>	<b><i>Grand County</i></b>	<b><i>San Juan County</i></b>	<b><i>Manti-La Sal National Forest</i></b>	<b>Time</b>
Project Manager: Chris Longley	Bill Jackson Road Dept. Supervisor	Lynn Laws Road Dept. Superintendent	Seth Wallace Forest Engineer	14 days
Project Management Branch Chief: Ed Hammontree	Grand County Council	San Juan County Commission	Allen Rowley Forest Supervisor	30 days
Director, Project Delivery: Michael Davies				90 days

**O. TERMINATION**

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.

## Statement of Work

**Project: UT FLAP 76(1) La Sal Mountain Loop Road**

**Reimbursable Agreement No.: DTFH68-13-E-00057**

**Original: July 2, 2013**

***Modification # 004: July 20, 2016***

- I. Introduction: Grand County will provide funding for development of a scoping report, project agreement and project delivery plan including a design statement of work and project cost estimates to the Federal Highway Administration, Central Federal Lands Highway Division (CFLHD) for the **UT FLAP 73(1) La Sal Mountain Loop Road** project. Grand County shall be referred to as the Requesting Agency and the CFLHD shall be referred to as the Servicing Agency.

*Modification # 001: Grand County will also provide funding for preliminary engineering, construction, and construction engineering for the **UT FLAP 73(1) La Sal Mountain Loop Road** project.*

- II. Location: La Sal Mountain Loop Road, County Road 73, Moab, Grand County, UT.

- III. Work Required: For the **UT FLAP 73(1) La Sal Mountain Loop Road** project, as selected by the Programming Decisions Committee (PDC) in the state of Utah, develop a scoping report, project agreement and project delivery plan including a design statement of work and project cost estimates for design, construction engineering and construction.

*Modification # 001: Also develop a contract (plans, specifications, and estimate) for the advertisement and award of a construction contract to complete this work. Provide contract administration and construction engineering services.*

The project is to include preliminary engineering, construction and construction engineering of 8.7 miles of the La Sal Mountain Loop Road. The route is currently 18-20 feet in width with a proposed 22 feet of paved width for the length of the route. The current asphalt surface is severely degraded. The proposed project is to include drainage improvements and retaining walls may be needed on portions of the route. Safety improvements include signing and striping.

*Modification # 001: The project will be broken into two phases. Phase 1 will include work from milepost 15.75 to 21.1. Phase 2 will include work from milepost 23.1 to 26.5. This agreement will include the design of both phases of the project ~~and construction of Phase 1 only.~~*

*Modification # 001: This agreement documents the intent of the parties, sets forth the anticipated responsibilities of each in the development and construction of this project and commits the Requesting agency to provide its share of costs.*

***Modification # 004: This agreement combines Phase 1 and Phase 2 projects into one construct contract.***

The parties understand that any final decision as to design and construction will be made by the PDC after completion of the scoping report, project agreement, project

**Statement of Work**  
**Project: UT FLAP 76(1) La Sal Mountain Loop Road**  
**Reimbursable Agreement No.: DTFH68-13-E-00057**  
**Original: July 2, 2013**

***Modification # 004: July 20, 2016***

delivery plan and any environmental analysis required under the National Environmental Policy Act. Any decision to proceed with the design and construction of the project will depend on the availability of appropriations and matching funds at the time of obligation and other factors, such as issues raised during the NEPA process, a natural disaster that changes the need for the project and a change in Congressional authorization.

- IV. Non-Federal Share of Costs:*Modification # 001: It is estimated that the Federal Lands Access Program funding will be used to fund the scoping, preliminary engineering, construction, and construction engineering as follows:*

*Modification # 001: Scoping, preliminary engineering, construction, and construction engineering: ~~Approximate costs are estimated as \$11,622,000. As stated above, this agreement will include the design of both phases of the project and construction of Phase 1 only, estimated as \$7,900,000.~~*

***Modification # 004: This agreement combines Phase 1 and Phase 2 projects into one construct contract. The estimated costs for the portion of work in Grand County (~86% of total project costs) are shown below.***

Item	FLAP	Local Match	Total	Comments
Scoping	\$62,000	\$4,500	\$66,500	Actual for scoping.
Preliminary Engineering & NEPA (PE)	\$730,000	\$53,000	\$783,000	Phase 1 and 2. Includes contracting costs
Construction (CN)	<del>\$5,297,800</del> <b>\$10,022,225</b>	<del>\$384,700</del> <b>\$727,775</b>	<del>\$5,682,500</del> <b>\$10,750,000</b>	Phase 1 & 2 Construction
Construction Engineering (CE)	<del>\$606,000</del> <b>\$1,004,275</b>	<del>\$44,000</del> <b>\$72,925</b>	<del>\$650,000</del> <b>\$1,077,200</b>	Phase 1 & 2 Construction
Subtotal	<del>\$6,695,800</del> <b>\$11,818,500</b>	<del>\$486,200</del> <b>\$858,200</b>	<del>\$7,182,000</del> <b>\$12,676,700</b>	
Contingency (10%)	<del>\$669,400</del> <b>\$1,181,200</b>	<del>\$48,600</del> <b>\$85,800</b>	<del>\$718,000</del> <b>\$1,267,000</b>	
<b>Total</b>	<del>\$7,365,200</del> <b>\$12,999,700</b>	<del>\$534,800</del> <b>\$944,000</b>	<del>\$7,900,000</del> <b>\$13,943,700</b>	
	93.23%	6.77%		

*Modification # 001: The Requesting Agency will provide funds in the amount of 6.77% of the total Federal Lands Access Program funding required to complete the scoping and preliminary engineering work described in this agreement. The local match amount for this work is estimated at \$57,500.*

**Statement of Work**  
**Project: UT FLAP 76(1) La Sal Mountain Loop Road**  
**Reimbursable Agreement No.: DTFH68-13-E-00057**  
**Original: July 2, 2013**  
***Modification # 004: July 20, 2016***

*Modification # 001: The Requesting Agency will provide funds in the amount of 6.77% of the total Federal Lands Access Program funding required to award the contract and for construction engineering (administration and oversight of the contract). ~~The local match amount for this work is estimated at \$428,700.~~*

*Modification # 001: A contingency of 10% has been added to this agreement to account for variations in the preliminary and construction engineering as well as variations in the bidding of this contract. ~~The local match amount for this contingency is estimated at \$82,667.~~*

***Modification #004: The local match amount for this work is estimated as shown above.***

~~*Modification # 001: The total not to exceed amount of this agreement is \$534,800.*~~

The Requesting Agency is not required to reimburse the Servicing Agency for any costs incurred by the Servicing Agency prior to the date of this Agreement.

- V. Period of Performance: *Modification # 001: All work associated with this agreement will be completed no later than **December 1, 2019.***
- VI. Technical Representative: CFLHD Program Point of Contact for this Agreement is Mr. James B. Kerrigan, Project Manager. Mr. Kerrigan can be contacted at 720-963-3362 or [james.kerrigan@dot.gov](mailto:james.kerrigan@dot.gov).

The Grand County Program Point of Contact for this Agreement is Mr. Bill Jackson can be contacted at (435) 259-5308 or [jacksonb@grand.utah.gov](mailto:jacksonb@grand.utah.gov).

VII. Roles and Responsibilities

*Modification # 001: Refer to the Project Memorandum of Agreement for revised Roles and Responsibilities.*

A. FHWA, Central Federal Lands Highway Division will:

- 1) Manage the overall effort on this agreement regarding scope, schedule and budget in coordination with Grand County.;

B. Grand County will:

- 1) Provide funding as referenced in this document.

VIII. Financial Administration:

**Statement of Work**  
**Project: UT FLAP 76(1) La Sal Mountain Loop Road**  
**Reimbursable Agreement No.: DTFH68-13-E-00057**  
**Original: July 2, 2013**  
***Modification # 004: July 20, 2016***

A. **Total Agreement Amount:**~~Modification # 001 Not to exceed \$534,800.00~~  
***Modification #004 Not to exceed \$944,000.00***

B. **Funding Citations:** 23 U.S.C. 201 and 204.

C. **Reimbursable Payment:**

*Modification # 001: The Servicing Agency will bill the Requesting Agency on a monthly basis in the amount of 6.77% of the total Federal Lands Access Program funding expended for the project for preliminary engineering, construction engineering (administration and oversight of the contract) and progress payments made to the contractor. ~~The local match amount for this work is estimated at \$534,800 as detailed above.~~ Any remaining balance will be billed at final closeout of the construction contract or at the resolution of any disputes or claims.*

The Servicing Agency is limited to recovery of the matching share of actual costs incurred, as reflected in the invoice provided by the Servicing Agency.

The Servicing Agency shall not incur costs which result in matching funds exceeding the maximum cost stated in this Agreement (including the contingency) without authorization by the Requesting Agency in the form of written modification to this agreement.

Upon receipt of the invoice of costs incurred and authorized, the Requesting Agency will issue payment via one of the methods listed below.

D. **Method of Billing:**

The Servicing Agency shall bill the Requesting Agency, in accordance with the payment terms and schedule as agreed upon in the Agreement.

The Servicing Agency will furnish a Project Status Report detailing the funding usage on the project and calculations used to determine match funding requirements.

*Modification # 001: The Project Status Report will be provided on a quarterly basis during preliminary engineering and will be submitted with the monthly bill during construction.*

The Servicing Agency requests that these payments be made through the US Treasury's website <https://pay.gov>. Pay.gov can be used to make secure electronic payments to any Federal Government Agencies via credit card or direct debit. Payment shall be submitted referencing the FHWA/CFLHD-ID Agreement Number: **DTFH68-13-E-000057**

## Statement of Work

**Project: UT FLAP 76(1) La Sal Mountain Loop Road**

**Reimbursable Agreement No.: DTFH68-13-E-00057**

**Original: July 2, 2013**

***Modification # 004: July 20, 2016***

### Option 1 (Preferred Method)

- Plastic card or Automatic Clearing House Payment (ACH Direct Debit)
- Go to Treasury's website – <https://pay.gov>
- Search for Agency Name (Transportation Department)
- Select the appropriate Transportation Agency (Federal Highway Administration)
- Follow the form instructions to make your payment. Note, if making an ACH payment from your bank account, please select ACH Direct Debit as the payment type.

### Option 2

- Mail check payable to 'DOT FHWA' and make payment to the following address for Paper Check Conversion (PCC) processing:  
*Enterprise Service Center  
Federal Aviation Administration  
ATTN: AMZ-340, Mark Richardson  
6500 S. MacArthur Blvd., HDQ Rm 285  
Oklahoma City, OK 73169*

### Notice to customers making payment by check:

- Please notify Regina Monroe at 720-963-3460 or [regina.monroe@dot.gov](mailto:regina.monroe@dot.gov) if mailing a check.
- When you provide a check as payment you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.
- When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

### *Privacy Act-*

*A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available on our internet site at (PCCOTC.GOV), or call toll free: at (1-800-624-137) to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method,*

IX. Modifications: Any modifications to the Agreement must be made in writing and agreed to by both parties. Such modifications are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.

X. Agreement Completion: When the Requesting Agency has received all deliverables,

**Statement of Work**  
**Project: UT FLAP 76(1) La Sal Mountain Loop Road**  
**Reimbursable Agreement No.: DTFH68-13-E-00057**  
**Original: July 2, 2013**

***Modification # 004: July 20, 2016***

the Servicing Agency will provide a written project evaluation and final accounting of project costs to the Requesting Agency contact.

- XI. Termination: This agreement will terminate upon the date specified in Section V or upon 30 calendar day prior written notification to the other party. If this agreement is terminated by the Requesting Agency its liability shall extend only to pay for its share of the actual and reasonable costs of the items/services rendered and the costs of any non-cancelable obligations incurred in accordance with the terms of this agreement prior to the effective date of termination. If this agreement is terminated by the Servicing Agency its liability shall extend only to the release of its work products and related materials to the Requesting Agency by the effective date of termination.

## Statement of Work

**Project: UT FLAP 76(1) La Sal Mountain Loop Road**

**Reimbursable Agreement No.: DTFH68-13-E-00057**

**Original: July 2, 2013**

***Modification # 004: July 20, 2016***

- I. Introduction: Grand County will provide funding for development of a scoping report, project agreement and project delivery plan including a design statement of work and project cost estimates to the Federal Highway Administration, Central Federal Lands Highway Division (CFLHD) for the **UT FLAP 73(1) La Sal Mountain Loop Road** project. Grand County shall be referred to as the Requesting Agency and the CFLHD shall be referred to as the Servicing Agency.

*Modification # 001: Grand County will also provide funding for preliminary engineering, construction, and construction engineering for the **UT FLAP 73(1) La Sal Mountain Loop Road** project.*

- II. Location: La Sal Mountain Loop Road, County Road73, Moab, Grand County, UT.

- III. Work Required: For the **UT FLAP 73(1) La Sal Mountain Loop Road** project, as selected by the Programming Decisions Committee (PDC) in the state of Utah, develop a scoping report, project agreement and project delivery plan including a design statement of work and project cost estimates for design, construction engineering and construction.

*Modification # 001: Also develop a contract (plans, specifications, and estimate) for the advertisement and award of a construction contract to complete this work. Provide contract administration and construction engineering services.*

The project is to include preliminary engineering, construction and construction engineering of 8.7 miles of the La Sal Mountain Loop Road. The route is currently 18-20 feet in width with a proposed 22 feet of paved width for the length of the route. The current asphalt surface is severely degraded. The proposed project is to include drainage improvements and retaining walls may be needed on portions of the route. Safety improvements include signing and striping.

*Modification # 001: The project will be broken into two phases. Phase 1 will include work from milepost 15.75 to 21.1. Phase 2 will include work from milepost 23.1 to 26.5. This agreement will include the design of both phases of the project.*

*Modification # 001: This agreement documents the intent of the parties, sets forth the anticipated responsibilities of each in the development and construction of this project and commits the Requesting agency to provide its share of costs.*

***Modification # 004: This agreement combines Phase 1 and Phase 2 projects into one construct contract.***

The parties understand that any final decision as to design and construction will be made by the PDC after completion of the scoping report, project agreement, project delivery plan and any environmental analysis required under the National

**Statement of Work**  
**Project: UT FLAP 76(1) La Sal Mountain Loop Road**  
**Reimbursable Agreement No.: DTFH68-13-E-00057**  
**Original: July 2, 2013**

***Modification # 004: July 20, 2016***

Environmental Policy Act. Any decision to proceed with the design and construction of the project will depend on the availability of appropriations and matching funds at the time of obligation and other factors, such as issues raised during the NEPA process, a natural disaster that changes the need for the project and a change in Congressional authorization.

- IV. Non-Federal Share of Costs: *Modification # 001: It is estimated that the Federal Lands Access Program funding will be used to fund the scoping, preliminary engineering, construction, and construction engineering as follows:*

*Modification # 001: Scoping, preliminary engineering, construction, and construction engineering:*

***Modification # 004: This agreement combines Phase 1 and Phase 2 projects into one construct contract. The estimated costs for the portion of work in Grand County (~86% of total project costs) are shown below.***

<b>Item</b>	<b>FLAP</b>	<b>Local Match</b>	<b>Total</b>	<b>Comments</b>
Scoping	\$62,000	\$4,500	\$66,500	Actual for scoping.
Preliminary Engineering & NEPA (PE)	\$730,000	\$53,000	\$783,000	Phase 1 and 2. Includes contracting costs
Construction (CN)	<b>\$10,022,225</b>	<b>\$727,775</b>	<b>\$10,750,000</b>	Phase 1 & 2 Construction
Construction Engineering (CE)	<b>\$1,004,275</b>	<b>\$72,925</b>	<b>\$1,077,200</b>	Phase 1 & 2 Construction
Subtotal	<b>\$11,818,500</b>	<b>\$858,200</b>	<b>\$12,676,700</b>	
Contingency (10%)	<b>\$1,181,200</b>	<b>\$85,800</b>	<b>\$1,267,000</b>	
<b>Total</b>	<b>\$12,999,700</b>	<b>\$944,000</b>	<b>\$13,943,700</b>	
	93.23%	6.77%		

*Modification # 001: The Requesting Agency will provide funds in the amount of 6.77% of the total Federal Lands Access Program funding required to complete the scoping and preliminary engineering work described in this agreement. The local match amount for this work is estimated at \$57,500.*

*Modification # 001: The Requesting Agency will provide funds in the amount of 6.77% of the total Federal Lands Access Program funding required to award the contract and for construction engineering (administration and oversight of the contract).*

**Statement of Work**  
**Project: UT FLAP 76(1) La Sal Mountain Loop Road**  
**Reimbursable Agreement No.: DTFH68-13-E-00057**  
**Original: July 2, 2013**  
***Modification # 004: July 20, 2016***

*Modification # 001: A contingency of 10% has been added to this agreement to account for variations in the preliminary and construction engineering as well as variations in the bidding of this contract.*

***Modification #004: The local match amount for this work is estimated as shown above.***

The Requesting Agency is not required to reimburse the Servicing Agency for any costs incurred by the Servicing Agency prior to the date of this Agreement.

V. Period of Performance: *Modification # 001: All work associated with this agreement will be completed no later than **December 1, 2019**.*

VI. Technical Representative: CFLHD Program Point of Contact for this Agreement is Mr. James B. Kerrigan, Project Manager. Mr. Kerrigan can be contacted at 720-963-3362 or [james.kerrigan@dot.gov](mailto:james.kerrigan@dot.gov).

The Grand County Program Point of Contact for this Agreement is Mr. Bill Jackson can be contacted at (435) 259-5308 or [jacksonb@grand.utah.gov](mailto:jacksonb@grand.utah.gov).

VII. Roles and Responsibilities

*Modification # 001: Refer to the Project Memorandum of Agreement for revised Roles and Responsibilities.*

A. FHWA, Central Federal Lands Highway Division will:

- 1) Manage the overall effort on this agreement regarding scope, schedule and budget in coordination with Grand County.;

B. Grand County will:

- 1) Provide funding as referenced in this document.

VIII. Financial Administration:

A. ***Total Agreement Amount: Modification #004 Not to exceed \$944,000.00***

B. **Funding Citations:** 23 U.S.C. 201 and 204.

C. **Reimbursable Payment:**

*Modification # 001: The Servicing Agency will bill the Requesting Agency **on a monthly basis** in the amount of 6.77% of the total Federal Lands Access*

**Statement of Work**  
**Project: UT FLAP 76(1) La Sal Mountain Loop Road**  
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**Original: July 2, 2013**

***Modification # 004: July 20, 2016***

*Program funding expended for the project for preliminary engineering, construction engineering (administration and oversight of the contract) and progress payments made to the contractor. Any remaining balance will be billed at final closeout of the construction contract or at the resolution of any disputes or claims.*

The Servicing Agency is limited to recovery of the matching share of actual costs incurred, as reflected in the invoice provided by the Servicing Agency.

The Servicing Agency shall not incur costs which result in matching funds exceeding the maximum cost stated in this Agreement (including the contingency) without authorization by the Requesting Agency in the form of written modification to this agreement.

Upon receipt of the invoice of costs incurred and authorized, the Requesting Agency will issue payment via one of the methods listed below.

**D. Method of Billing:**

The Servicing Agency shall bill the Requesting Agency, in accordance with the payment terms and schedule as agreed upon in the Agreement.

The Servicing Agency will furnish a Project Status Report detailing the funding usage on the project and calculations used to determine match funding requirements.

*Modification # 001: The Project Status Report will be provided on a quarterly basis during preliminary engineering and will be submitted with the monthly bill during construction.*

The Servicing Agency requests that these payments be made through the US Treasury's website <https://pay.gov>. Pay.gov can be used to make secure electronic payments to any Federal Government Agencies via credit card or direct debit. Payment shall be submitted referencing the FHWA/CFLHD-ID AgreementNumber:**DTFH68-13-E-000057**

**Option 1 (Preferred Method)**

- Plastic card or Automatic Clearing House Payment (ACH Direct Debit)
- Go to Treasury's website – <https://pay.gov>
- Search for Agency Name (Transportation Department)
- Select the appropriate Transportation Agency (Federal Highway Administration)
- Follow the form instructions to make your payment. Note, if making an ACH payment from your bank account, please select ACH Direct Debit as the payment type.

**Statement of Work**  
**Project: UT FLAP 76(1) La Sal Mountain Loop Road**  
**Reimbursable Agreement No.: DTFH68-13-E-00057**  
**Original: July 2, 2013**  
***Modification # 004: July 20, 2016***

Option 2

- Mail check *payable to 'DOT FHWA'* and make payment to the following address for Paper Check Conversion (PCC) processing:  
*Enterprise Service Center  
Federal Aviation Administration  
ATTN: AMZ-340, Mark Richardson  
6500 S. MacArthur Blvd., HDQ Rm 285  
Oklahoma City, OK 73169*

Notice to customers making payment by check:

- Please notify Regina Monroe at 720-963-3460 or [regina.monroe@dot.gov](mailto:regina.monroe@dot.gov) if mailing a check.
- When you provide a check as payment you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.
- When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

*Privacy Act-*

A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available to our internet site at ([PCCOTC.GOV](http://PCCOTC.GOV)), or call toll free; at (1-800-624-137 to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method,

- IX. Modifications: Any modifications to the Agreement must be made in writing and agreed to by both parties. Such modifications are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.
- X. Agreement Completion: When the Requesting Agency has received all deliverables, the Servicing Agency will provide a written project evaluation and final accounting of project costs to the Requesting Agency contact.
- XI. Termination: This agreement will terminate upon the date specified in Section V or upon 30 calendar day prior written notification to the other party. If this agreement is terminated by the Requesting Agency its liability shall extend only to pay for its share of the actual and reasonable costs of the items/services rendered and the costs of any non-cancelable obligations incurred in accordance with the terms of this agreement prior to the effective date of termination. If this agreement is terminated

**Statement of Work**

**Project: UT FLAP 76(1) La Sal Mountain Loop Road**

**Reimbursable Agreement No.: DTFH68-13-E-00057**

**Original: July 2, 2013**

***Modification # 004: July 20, 2016***

by the Servicing Agency its liability shall extend only to the release of its work products and related materials to the Requesting Agency by the effective date of termination.

**Agreement  
for  
Municipal Advisory Services**

THIS AGREEMENT, is being entered into as of the 2nd day of August, 2016 by and between Grand County, hereinafter "the County" and ZIONS PUBLIC FINANCE, Inc., a wholly-owned subsidiary of ZB, N.A., hereinafter "Zions".

**WITNESSETH**

WHEREAS, the County desires to receive professional advice from an independent Municipal Advisor; and

WHEREAS, Zions desires to provide such advice and service to the County; and

WHEREAS, Zions is an independent Municipal Advisory firm, fully registered as such with both the Securities Exchange Commission and with the Municipal Securities Rulemaking Board; and

WHEREAS, the County desires assistance from Zions relating to the following: (check all that apply)

All financings of the County, including, but not limited to general obligation bonds, revenue bonds, lease revenue bonds, special assessment bonds, tax increment bonds, notes, and leases issued by the County, its Municipal Building Authority, Local Building Authority, RDAs, EDAs, and CDAs.

Optional Services \_\_\_\_\_ (please specify) \_\_\_\_\_

NOW, THEREFORE, the County and Zions agree as follows:

1. Zions Public Finance acknowledges that, under this Agreement, it has a fiduciary duty to the County and agrees to act in the County's best interests. Zions agrees to provide the following services to the County as requested:

(a) Render expert financial advice and assistance on fiscal matters pertaining to debt policies and procedures, the level and trend of fund balances, debt ratios, funding options, and the issuance and sale of the County's securities, including notes, bonds, leases, and other forms of securities or financings.

(b) Provide written advice and recommendations concerning financing structures including length of amortization, ratings and insurance, maturity schedules, interest rates, call provisions, premiums and discounts, security provisions, coverage covenants, and other terms of existing or proposed debt which Zions believes will be most satisfactory to the County's goals and objectives.

(c) Assist in the selection of other financing team members including, but not limited to, bond counsel, disclosure counsel, underwriter(s), trustees, paying agents, bond registrars, escrow agents, escrow verification agents, rating agencies, bond insurers, arbitrage rebate consultants, etc. Zions will quarterback the financing team with the task of keeping team members on schedule and within budget.

(d) Work cooperatively with the County's other financing professionals to the end that securities may be legally and successfully sold and issued. All other financing professionals will be paid by the County.

(e) Advise and assist in selecting the most advantageous method of sale.

(f) If a negotiated sale is deemed most advantageous to the County, Zions will assist in soliciting and analyzing underwriter proposals, and selecting the underwriter(s). Zions will also provide advice regarding the underwriter's compensation and the appropriateness of the yields, coupons, and other terms proposed by the underwriter(s).

(g) If a competitive sale is selected, Zions will coordinate with the provider of the electronic platform and provide all information necessary to offer the securities using this method. Zions will verify the calculation of the winning bidder and restructure the maturities to provide the County with its desired payment structure.

(h) Attend meetings as requested by the County to discuss and formulate plans about proposed financings. This may include public hearings and formal meetings of the County's governing body.

(i) Assist the County in its preparation of financing documents, data, etc. as may be required by any state or federal agency, rating agencies, bond insurers and underwriters.

(j) Assist with the preparation and review of an Official Statement, or other offering documents for each security issue, setting forth financial and other information about the County and the securities being offered for sale.

(k) Participate in a "Due Diligence" meeting of the County prior to the finalization and distribution of any Official Statement in an effort to ensure full and complete disclosure of all information which could be considered "material" to any purchaser of bonds. The County understands that as a condition of marketing the bonds, it will be necessary to authorize and direct its appropriate officers to execute a certificate for insertion in the Official Statement and closing documents, confirming the truth and accuracy of all information contained in the Official Statement.

(l) Deliver the Official Statement or other offering document, together with the Notice of Sale, to underwriters or potential purchasers of the County's securities.

(m) Submit information concerning the proposed financing(s) to selected rating agencies in an effort to obtain favorable ratings on the County's financings.

If requested, Zions will organize, assist in the preparation of, and participate in the County's presentations made to rating agencies, bond insurers, or investors in New York City, San Francisco, or other locations. The actual fees and related expenses of any such presentation are to be paid by the County.

(n) Coordinate the closing of the debt issue, including the transfer of funds and the delivery of the securities to the underwriter(s) or purchaser(s).

(o) Assist with post-closing compliance issues such as private use and tax-exemption issues, audits by regulators or federal agencies, arbitrage compliance, etc.

(p) Monitor market conditions to identify refunding opportunities for interest savings. Analyze purported savings in refunding proposals made by other market participants.

(q) Advice concerning bond elections, including tax impact calculations, voter information pamphlets, election strategy, and information for media packets, etc.

(r) Prepare studies regarding general plans, capital facility plans, impact fees, utility rates, tax increment studies, economic development studies, feasibility studies, business license fees, grants, and other studies as requested by the County.

### Optional Services

(s) Draft the Preliminary Official Statement and the Final Official Statement.

(t) Perform the administrative functions of billing, collecting for special assessment areas. This includes keeping the accounting records and preparing periodic reports on the status of the assessments, reserve funds and payment histories of each property owner. Zions will also coordinate with the County's foreclosure trustee if needed.

(u) Assist in gathering, preparing and submitting information to the MSRB's EMMA repository all information necessary to comply with the County's continuing disclosure obligations. Zions will also monitor and help provide compliance with all material event notices that must be filed to comply with SEC regulation 15c2-12.

2. Zions hereby confirms that it is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board (the "MSRB"). Under MSRB Rule G-23, Zions will not serve as underwriter for any bonds to be issued in a financing for which we are acting as the County's Municipal Advisor.

Zions will not provide municipal advisory services to the County under this Agreement with respect to any commercial banking transaction between the County and Zions, including but not limited to bank loans and leases, lines of credit, liquidity facilities, letters of credit, credit cards or other forms of credit enhancement or direct purchases of the County's bonds or leases.

3. The County agrees that in consideration for the foregoing services to be performed by Zions, the County will do the following:

(a) The County will cooperate with Zions and will provide all information which is reasonably required to enable Zions to fulfill its duties to the County.

(b) The County will pass such ordinances and resolutions and perform such reasonable acts as may be necessary to assure compliance with all applicable laws, ordinances and constitutional provisions pertaining to the issuance of its securities and other related services.

(c) The County will furnish Zions with certified copies of all minutes from meetings and proceedings taken, affidavits of publications, etc., in connection with any of the securities issued by the County.

(d) The County will pay Zions for services herein outlined and other services incidental hereto in accordance with **Exhibit A** of this Agreement.

4. It is understood that the execution of this Agreement secures the services of Zions as the County's Municipal Advisor for a period of three months. Either party may cancel and terminate this Agreement, for any reason, 60 days prior to any anniversary date of the Agreement.

5. The information used in developing forecast assumptions will be derived from published information and other sources that Zions considers appropriate. However, Zions does not assume responsibility for the accuracy of such material. Forecasts are subject to many uncertainties; therefore, Zions does not represent that any projections of growth will be representative of the results that actually will occur.

6. Zions agrees to indemnify, save harmless and defend the County from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of Zions' negligent performance hereunder as such negligence may be determined by law.

7. Zions' services consist solely in providing expert and experienced assistance to municipalities as a municipal advisor and consultant. Zions does not render any legal, accounting or actuarial advice.

8. This Agreement constitutes the entire Agreement between the parties.

9. This Agreement shall be interpreted under the laws of and enforced in the courts of the State of Utah.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

GRAND COUNTY, UTAH

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

ZIONS PUBLIC FINANCE, Inc.  
A wholly-owned subsidiary of  
ZB, N.A.

By \_\_\_\_\_  
Vice President

**Exhibit A**  
**FEE Schedule**  
**For Services outlined in Section 1(a) through 1(q) of the Agreement**

**For General Obligation Bonds**, the County will pay Zions a fee equal to \$2.50 per \$1,000 of proceeds delivered.\*

**For Revenue Bonds**, the County will pay Zions a fee equal to \$3.00 per \$1,000 of proceeds delivered.

**For Lease Revenue Bonds**, the County will pay Zions a fee equal to \$3.50 per \$1,000 of proceeds delivered.

**For Tax Increment Bonds**, the County will pay Zions a fee equal to \$5.00 per \$1,000 of proceeds delivered.

**For Special Assessment Bonds**, the County will pay Zions a fee equal to \$5.00 per \$1,000 of proceeds delivered.

A “minimum” advisor fee of \$25K will be charged on a successfully closed bond transaction.

\*If the County goes through a bond election in order to issue General Obligation Bonds, an election fee of \$10K would be due for election services.

**FEE Schedule**  
**For Studies Services outlined in Section 1(r) of the Agreement**

If the County desires that Zions prepare a study as outlined in Section 1(r) above, the County will pay Zions an additional, mutually-agreed upon fee after the scope of the study has been determined.

## Fee Schedule for Optional Services

### **For POS and OS Services outlined in Section 1(s) of the Agreement**

If the County desires that Zions draft the preliminary official statement and final official statement, the County will pay Zions an additional fee of \$5,000 for each issue.

### **For Special Assessment Administration Services outlined in Section 1(t) of the Agreement**

If the County desires that Zions administer the billing, collecting and accounting functions related to Special Assessment Areas, the County will pay Zions an additional, mutually-agreed upon fee after the scope of these services has been determined.

### **For Continuing Disclosure Services outlined in Section 1(u) of the Agreement**

If the County desires that Zions prepare and file its continuing disclosure reports required by SEC Regulation 15c2-12, the County will pay Zions an additional, fee based on the following schedule:

<b>Filing Fees<sup>1</sup>:</b>	<b>Fee for Annual Financial Information Filing</b>
<b>Base Fee for all General Obligation Bonds Issued</b>	<u>\$2,500.00</u>
<b>Additional Bonds Issued:</b>	
Lease Revenue Annual Appropriation Bonds (includes all lease revenue bonds issued).....	500.00
Revenue Bonds (includes all enterprise revenue bonds issued).....	1,500.00
Tax Increment Bonds (includes all tax increment bonds issued).....	1,500.00
Excise Tax Revenue Bonds	

<sup>1</sup> Zions reserves the right to increase the annual information filing fee (singularly or collectively for all types of bond issues) by not more than 2% per year for cost inflation factors. Zions will notify the issuer of these increases at each billing period.

(includes all excise revenue bonds issued).....	1,500.00
University or College Revenue Bonds (includes all university or college revenue bonds issued).....	1,500.00
Other (includes all other bonds issued).....	500.00

**Material Event Notice Filing Fees:**

Fee for Late Filing (submitted after [Insert date]).....	750.00
Fee for Material Event Filing.....	500.00

Annually, operating and financial information and audited financial statements will be submitted to the Electronic Municipal Market Access (“EMMA”) by [insert date]. If the information is not filed within the specified timeframe, a Material Event Notice will be filed indicating the “late filing.”

When applicable, Zions Public Finance, Inc. would charge a filing fee for services rendered in the event of a Material Event Notice. A “Material Event” in which disclosure is required may consist of the following:

- (a) The Issuer shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner but not more than ten (10) Business Days after the event:
- (i) Principal and interest payment delinquencies;
  - (ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
  - (iii) Unscheduled draws on credit enhancements reflecting financial difficulties;
  - (iv) Substitution of credit or liquidity providers, or their failure to perform;
  - (v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;
  - (vi) Defeasances;
  - (vii) Tender offers;
  - (viii) Bankruptcy, insolvency, receivership or similar proceedings; or
  - (ix) Rating changes.
- (b) The Issuer shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the Listed Event, if material:
- (i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;
  - (ii) Appointment of a successor or additional trustee or the change of the name of a trustee;
  - (iii) Non-payment related defaults;
  - (iv) Modifications to the rights of the owners of the Bonds;
  - (v) Bond calls; or
  - (vi) Release, substitution or sale of property securing repayment of the Bonds.

**CONSENT AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**JULY 19, 2016**

Consent Agenda Item: O-P

<b>TITLE:</b>	O. Ratifying the Chair's signature on Task Agreement / Cooperative Agreement #H1341112001 with the National Park Service, Southeast Utah Group for funding for Cooperative Emergency Operations in Grand County and Arches & Canyonlands National Parks  P. Ratifying Chair's signature on retail beer license for Moab KOA located at 3225 US 191, postponed from July 19, 2016
<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

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

**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.

**ATTACHMENT(S):**  
 See corresponding agenda summary, if any, and related attachments.

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

Consent Agenda Item: O

<b>TITLE:</b>	Ratifying the Chair's Signature on Task Agreement / Cooperative Agreement #H1341112001 with the National Park Service, Southeast Utah Group for Funding for Cooperative Emergency Operations in Grand County and Arches and Canyonlands National Parks
<b>FISCAL IMPACT:</b>	\$2,200.00 revenue
<b>PRESENTER(S):</b>	None- consent agenda item

**Prepared By:**

Bryony Chamberlain  
 Council Office  
 Coordinator  
 (435) 259-1346

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**RECOMMENDATION:**

I move to ratify the Chair's signature on Task Agreement/Cooperative Agreement #H1341112001 with the National Park Service, Southeast Utah Group for funding for Cooperative Emergency Operations in Grand County and Arches and Canyonlands National Parks and authorize the Chair to sign all associated documents.

**BACKGROUND:**

The National Park Service will provide a sum of \$2,200.00 to Grand County, Utah for cooperative management activities and emergency operations in Grand County, Arches National Park, and Canyonlands National Park for fiscal year 2016.

**ATTACHMENT(S):**

1. National Park Service Task Agreement with Grand County, Utah Cooperative Agreement #H1341112001

NATIONAL PARK SERVICE  
TASK AGREEMENT  
With  
GRAND COUNTY, UTAH

COOPERATIVE AGREEMENT #H1341112001

**PRECT DESCRIPTION:**

Per Cooperative Agreement #H1341112001, the National Park Service will provide a sum of \$2,200 to Grand County, Utah, for cooperative management activities and emergency operations in Grand County, Arches National Park, and Canyonlands National Park for fiscal year 2016.

**COOPERATOR:** Chair, County Council  
Grand County, Utah  
125 West Center Street  
Moab, Utah 84532

**PHONE:** (435) 259-1346

**COST:** Not to Exceed \$2,200

**ACCOUNT:** PX.P0136274E.00.1

**FUND SOURCE:** Recreation Fee Demonstration

**PROJECT SCHEDULE:** Fiscal Year 2016

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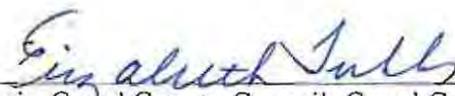
**PROJECT APPROVAL**

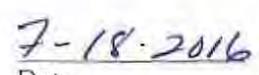
\_\_\_\_\_  
Julie Newland, Contracting Officer, National Park Service

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kate Cannon, Superintendent, National Park Service

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chair, Grand County Council, Grand County, Utah

  
\_\_\_\_\_  
Date



# GRAND COUNTY

125 E CTR  
 MOAB, UT 84532  
 PHONE: (435) 259-1321  
 FAX: (435) 259-2959

INVOICE #	INVOICE DATE
729	07/18/2016
DUE DATE	CUSTOMER ACCOUNT NUMBER
08/17/2016	32
AMOUNT DUE	SHOW AMOUNT PAID HERE
2,200.00	

**BILL TO:**

National Park Service  
 2282 S West Resource Blvd  
 Moab UT 84532

PLEASE DETACH AND RETURN THIS TOP PORTION  
 WITH YOUR PAYMENT BY DUE DATE TO:

Grand County  
 125 E. Center Street  
 Moab, UT 84532

PLEASE KEEP THIS BOTTOM PORTION FOR YOUR RECORDS

## INVOICE

DESCRIPTION	QUANTITY	CHARGE	EXT. PRICE
Cooperative Agreement H1341112001 Fiscal Year 2016	1 1	2,200.00	2,200.00
			2,200.00
			TOTAL AMOUNT DUE

THANK YOU FOR YOUR PROMPT PAYMENT  
 For Billing Inquiries Call: (435) 259-1321  
 Office Hours: 8:00 a.m. - 5:00 p.m.  
 Monday thru Friday

GRAND COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF UTAH

Application for Retail Beer License

TO THE HONORABLE BOARD OF COUNTY COUNCIL, GRAND COUNTY, UTAH

Name Kampgrounds of America, Inc.

Address 550 N. 31st St., 4th Fl., Billings, MT 59101

Nature of Business Recreational Camping

Address of Business 3225 South Highway 191, Moab, UT 84532

Hereby applies for a license to vend light beer at retail for and on behalf of Kampgrounds of America, Inc.

whose { partners officers and directors } are as follows: see attached.

and who have complied with the statutory requirements and possess the qualifications specified in the Liquor Control Act of Utah and request license to be issued for the following particular premises at 3225 South Highway 191 in Moab, Utah, for a term of 12 months, commencing the 11 day of July, 2016, and ending the 11 day of July, 2017

It is expressly understood that the County Council may with or without hearing refuse to grant the license herein applied for, or if allowed will be granted and accepted by Licensee on condition that it may be revoked at the will and pleasure of the County Council of said County, and no cause therefore need be stated when in their opinion such action is necessary for the protection of the public health, peace or morals, or for violation of law or ordinances relating to beer or the Licensee's conduct of licensed premises.

Dated this 11 day of July, 2016

[Signature]  
[Signature]

APPROVED BY GRAND COUNTY COUNCIL  
Date 7/19/16 Sanitarian [Signature]  
Date 7/20/16 Grand County Sheriff [Signature]  
Date \_\_\_\_\_ Council Chair \_\_\_\_\_

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**August 2, 2016**  
 Agenda Item: Q

<b>TITLE:</b>	Public hearing to solicit public comments on a proposed ordinance to amend Section 3.2.3 "Bed and Breakfasts" of the Grand County Land Use Code
<b>FISCAL IMPACT:</b>	Net positive
<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 :**

Council policy is to extend public hearings for one week and vote on proposed legislation at the next regular Council meeting.

**PLANNING COMMISSION RECOMMENDATION:**

Approval

**STAFF RECOMMENDATION:**

Approval

**BACKGROUND:**

Bed and breakfasts represent unique land uses within Grand County's residential zone districts. The attached staff report and proposed ordinance outline several changes to the LUC in order to address noted adverse impacts, clarify aspects of the land use, establish a land use permit and associated fee, and detail the administrative review process. Planning commission reviewed the referenced draft ordinance in a public hearing on June 21, 2016.

**ATTACHMENT(S):**

1. Staff Report with redlined changes
2. Bed & Breakfast site plan application
3. Bed & Breakfast deed restriction



# STAFF REPORT

**MEETING DATE:** August 2, 2016  
**TO:** Grand County Council  
**FROM:** Planning Staff  
**SUBJECT:** **Public Hearing** - Land Use Code Amendment

## **PLANNING COMMISSION RECOMMENDATION**

### ***Suggested Motion***

The Planning Commission held a public hearing on June 22, 2016 to solicit public comment on an amendment to Sec. 3.2.3 of the Land Use Code to clarify the bed and breakfast use, associated restrictive covenant and land use application, and administrative review process. The amendment aims to address noted adverse impacts associated with the use. Planning commission voted to send a favorable recommendation to the Council for approval.

Additionally, a favorable recommendation for approval of an amendment to the County Fee Ordinance such that land use applications are required for both overnight rentals and bed & breakfasts with an associated \$500 application fee for either.

## **BACKGROUND**

Currently the Land Use Code allows Bed and Breakfasts in all residential zone districts. To protect residential areas from the impacts of this use, staff suggests the following changes.

## **DRAFT LANGUAGE**

### **Draft changes:**

3.2.3

D. Bed and Breakfast

Bed and breakfast establishments shall comply with the standards of this section:

1. Applicant shall submit a site plan drawn to scale and clearly show the location and dimensions of existing and proposed structures, parking, access ways including driveways, and outdoor lighting.
  - a. Bed and breakfast site plans shall be reviewed and approved by the building official, fire department, GWSSA, and health inspector.
2. There shall be a minimum perimeter separation of three hundred (300) feet between principal residential structures in all approved bed and breakfasts.
3. Lodging and breakfast may be provided for temporary overnight occupants in no more than 5 separate bedrooms for compensation. ~~Guests may only occupy rooms that are designated as bedrooms in the residential construction plan.~~
  - a. All guest rooms shall be located in the principal structure.
- ~~3. One (1) off-street parking space shall be provided per bedroom offered for use for temporary overnight accommodations, in addition to off-street parking otherwise required pursuant to Section 6.1, off-street parking standards;~~
- ~~4. There shall be a~~ A full-time, on-site resident manager shall reside in the principal structure.
5. Bed and breakfast facilities shall meet the minimum performance standards for off-street parking as specified in Section 6.1, including reasonably expected extraordinary parking demands.
  - a. On-street parking by bed and breakfast guests is expressly prohibited;
  - b. Driveways and other access ways to the principal structure do not satisfy

- the off-street parking requirements for bed and breakfast guests.
- ~~6. Structures shall not be altered in a way that changes their general residential appearance;~~
6. One (1) sign shall be allowed, in accordance with the requirements of Section 6.5, Signs, of this LUC;
- ~~8. Earth-tone colors shall be utilized that minimize contrast with the surrounding landscape.~~
7. A restricted use covenant, provided by the Community Development Department, shall be signed and recorded by the owner prior to issuance of a business license for a bed and breakfast.
8. The zoning administrator may revoke a bed and breakfast permit if it is determined that:
- a. The applicant has misrepresented any material fact on his or her application, or supporting materials;
  - b. The bed and breakfast fails or ceases to comply with applicable standards, conditions or criteria for issuance of a permit;
  - c. The operation of the bed and breakfast violates any statute, law, ordinance or regulation; and/or
  - d. The operation of the bed and breakfast constitutes a nuisance or poses a real or potential threat to the health, safety or welfare of the public.

**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 <a href="#">9.2.8</a>
Zoning Map (Rezoning) and Text Amendments	County Council	Section <a href="#">9.2</a>
Sketch Plan	Planning Commission	Section <a href="#">9.3</a>
Preliminary Plat	<a href="#">Planning Commission</a>	Section <a href="#">9.4</a>
Final Plat	County Council	Section <a href="#">9.5</a>
Minor Record Surveys	Zoning Administrator	Section <a href="#">9.7</a>
Recreational Subdivisions	County Council	Section <a href="#">9.8</a>

Replats and Exemption Plats	County Council	Section <a href="#">9.9</a>
Lot Line Adjustments	Zoning Administrator	Section <a href="#">9.10</a>
Conditional Use Permits	County Council	Section <a href="#">9.11</a>
Appeals of Administrative Decisions	Hearing Officer	Section <a href="#">9.13</a>
Variances	Hearing Officer	Section <a href="#">9.14</a>
Variances (in conjunction with Subdivision Review)	County Council	Section <a href="#">9.14</a>
Sign Permits	Zoning Administrator	Section <a href="#">9.15</a>
Temporary Use Permits	Zoning Administrator	Section <a href="#">9.16</a>
Site Plan Reviews	Zoning Administrator	Section <a href="#">9.17</a>
Zoning Development Permits	Zoning Administrator	Section <a href="#">9.18</a>
Building Permits	Building Official	--
Certificates of Occupancy	Building Official	Section <a href="#">9.19</a>
<a href="#">Overnight Accommodations/Short-term Rentals</a>	<a href="#">Zoning Administrator</a>	<a href="#">Section 4.6</a>
<a href="#">Bed &amp; Breakfasts</a>	<a href="#">Zoning Administrator</a>	<a href="#">Section 3.2.3</a>

Attachment documents  
DRAFT B&B site plan requirement  
DRAFT B&B deed restriction



## SITE PLAN check list for Bed and Breakfast

Grand County Courthouse: 125 E. Center St. Moab, UT 84532; Phone: (435)259-1343

### CONTACT INFORMATION

Property owner: \_\_\_\_\_

On-site manager if applicable \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ cell: \_\_\_\_\_ fax: \_\_\_\_\_

Email address: \_\_\_\_\_

### PROJECT INFORMATION

Subdivision Name: \_\_\_\_\_

Size of the subject property: \_\_\_\_\_ acres or square feet

Current Zoning: \_\_\_\_\_ district How many rooms will be rented \_\_\_\_\_

**Site Plan:** The applicant shall submit a site plan drawn to an acceptable scale (as deemed by the Zoning Administrator) to display the following:

- Area map showing all adjacent properties within 300 feet of any property boundary line
- Lot dimensions;
- Access ways, including driveways;
- Parking spaces required for each bedroom rented for compensation; each parking space shall measure 9 feet by 20 feet;
- Location and dimensions of all structures on site;
- Location and type of outdoor lighting;
- Sign.

Comment [A1]: Pending LUC amendment

Bed and breakfast establishments shall comply with the standards of LUC Section 3.2.3 D. as follows:

1. Lodging and breakfast may be provided for temporary overnight occupants in no more than 5 separate bedrooms for compensation. No room in the dwelling shall be used as a sleeping room that is not designated bedroom on the house plan;
2. All guest rooms shall be located in the principal structure;
3. There shall be an on-site resident manager and reside in the principle residence;
4. Applicant must show that the facility meets minimum performance standards for off-street parking as specified in Section 6.1, including reasonably expected extraordinary parking demands;
5. Off-street parking shall not impede the garage parking (driveway leading to residential garage), a hardened surface suitable to support vehicular traffic, and shall be maintained in a usable conditions at all times;
6. Site Plan shall be approved by the building official, fire department, travel council, and health department;



**DEED RESTRICTION**

**RESTRICTIVE COVENANT**

I/We, \_\_\_\_\_, dated \_\_\_\_\_, and recorded with the Grand County Recorder in Book \_\_\_\_\_, Page \_\_\_\_\_, being the owners of the premise identified as \_\_\_\_\_, Grand County, Utah, Parcel \_\_\_\_\_, hereby declare a restrictive covenant, a limitation that the Bed and Breakfast dwelling located on said premises shall not:

1. Use for temporary overnight occupants in no more than five (5) separate bedrooms for compensation;
2. All guest bedrooms shall be located in the principal structure;
3. There shall be an on-site resident manager;
4. One off street parking space per bedroom offered for temporary overnight accommodations, in addition to off-street parking otherwise required.
5. Site Plan shall be filed with the Community Development Department.

**Comment [ZL1]:** To be updated according to LUC amendments

Legal Description:

\_\_\_\_\_  
STATE OF UTAH                    )  
  §  
COUNTY OF GRAND            )

I/(we) \_\_\_\_\_,  
being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached map and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (we) also acknowledge that I (we) have received written instructions regarding the process for which I am applying and the Grand County Planning staff have indicated they are available to assist me in making this application.

\_\_\_\_\_  
(Property Owner)  
\_\_\_\_\_  
(Property Owner)

Subscribed and sworn to me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

Residing in: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



# STAFF REPORT

**MEETING DATE:** August 2, 2016  
**TO:** Grand County Council  
**FROM:** Planning Staff  
**RE:** **Public Hearing** - Amendment to the Land Use Code

## **PLANNING COMMISSION RECOMMENDATION**

The Grand County Planning Commission held a public hearing on June 22, 2016 to solicit public comment on an amendment to the land use code for the addition of RV sites as employee housing to the otherwise allowed non-residential principal use and voted to forward a favorable recommendation for approval to the County Council.

## **BACKGROUND**

Planning Staff sponsored this code amendment realizing the practicality of employee housing associated with non-residential principal use on the commercial site. If a business has available space on their lot, staff feels a beneficial use of the site would be to allow for formal RV/travel trailer spaces for use by the business to accommodate employee housing. We are recommending the following draft language; red underlined is the addition to the existing Employee Housing section of the LUC.

## **DRAFT LANGUAGE**

### **3.3.2. D. Employee Housing, Accessory**

Accessory employee housing shall comply with the following standards:

1. Such housing shall be accessory to otherwise allowed nonresidential, principal uses.
2. Accessory employee housing shall be restricted in accordance with the requirements of Sec. 6.14.
3. Use of the employee housing by persons who are not so employed or for short-term accommodations shall be expressly prohibited.
4. Such housing shall not be sold separately.
5. Each employee housing unit shall be limited to 1200 square feet in area.

### **Additionally**

Accessory employee housing may be accomplished with the addition of up to five (5) RV sites, to the otherwise allowed non-residential principal use, and shall comply with the following standards:

1. The use and occupancy of the RV sites is hereby limited exclusively to such employees who are employed by principle commercial use of the parcel; and.
2. Structures are limited to RVs, travel trailers, truck campers, small cabins (traditional KOA-style), or like structures intended for seasonal, on-site accommodations;
3. All structures shall, at a minimum, meet the ANSI and NAFPA minimum standards;
4. No on-site tent camping or yurts will be allowed;
5. Each RV/travel trailer space shall be at least 800 square feet;
6. Parking shall be provided adjacent to the RV/travel trailer site or available on the commercial lot as extraordinary parking, pursuant to the parking requirements of this LUC; and,
7. Each space shall be served by public water and sewer; or
8. The site shall have a public water and sewer facility (e.g. shower house).

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

Agenda Item: R

<b>TITLE:</b>	Public hearing to solicit public comments on a proposed ordinance to amend Section 3.3.2D "Employee Housing" of the Grand County Land Use Code
<b>FISCAL IMPACT:</b>	Net positive
<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 :**

Council policy is to extend public hearings for one week and vote on proposed legislation at the next regular Council meeting.

**PLANNING COMMISSION RECOMMENDATION:**

Approval

**STAFF RECOMMENDATION:**

Approval

**BACKGROUND:**

Grand County is addressing barriers and constraints to affordable housing by amending its land use code. The proposed amendments follow several discussions and workshops involving the County Council, Planning Commission, and Interlocal Housing Task Force. The proposed amendment includes additional allowances for on-site employee housing in the form of RV/travel trailers. The standards proposed generally follow the same standards governing commercial RV/Campgrounds. Due to the nature of Grand County's dependence on seasonal, tourism-related employment, the proposed amendments are suggested as one of many solutions to the County's affordable housing challenge.

**ATTACHMENT(S):**

1. Staff Report with redlined changes



# STAFF REPORT

**MEETING DATE:** August 2, 2016  
**TO:** Grand County Council  
**FROM:** Planning Staff  
**RE:** **Public Hearing** - Amendment to the Land Use Code

## **PLANNING COMMISSION RECOMMENDATION**

The Grand County Planning Commission held a public hearing on June 22, 2016 to solicit public comment on an amendment to the land use code for the addition of RV sites as employee housing to the otherwise allowed non-residential principal use and voted to forward a favorable recommendation for approval to the County Council.

## **BACKGROUND**

Planning Staff sponsored this code amendment realizing the practicality of employee housing associated with non-residential principal use on the commercial site. If a business has available space on their lot, staff feels a beneficial use of the site would be to allow for formal RV/travel trailer spaces for use by the business to accommodate employee housing. We are recommending the following draft language; red underlined is the addition to the existing Employee Housing section of the LUC.

## **DRAFT LANGUAGE**

### **3.3.2. D. Employee Housing, Accessory**

Accessory employee housing shall comply with the following standards:

1. Such housing shall be accessory to otherwise allowed nonresidential, principal uses.
2. Accessory employee housing shall be restricted in accordance with the requirements of Sec. 6.14.
3. Use of the employee housing by persons who are not so employed or for short-term accommodations shall be expressly prohibited.
4. Such housing shall not be sold separately.
5. Each employee housing unit shall be limited to 1200 square feet in area.

### **Additionally**

Accessory employee housing may be accomplished with the addition of up to five (5) RV sites, to the otherwise allowed non-residential principal use, and shall comply with the following standards:

1. The use and occupancy of the RV sites is hereby limited exclusively to such employees who are employed by principle commercial use of the parcel; and.
2. Structures are limited to RVs, travel trailers, truck campers, small cabins (traditional KOA-style), or like structures intended for seasonal, on-site accommodations;
3. All structures shall, at a minimum, meet the ANSI and NAFPA minimum standards;
4. No on-site tent camping or yurts will be allowed;
5. Each RV/travel trailer space shall be at least 800 square feet;
6. Parking shall be provided adjacent to the RV/travel trailer site or available on the commercial lot as extraordinary parking, pursuant to the parking requirements of this LUC; and,
7. Each space shall be served by public water and sewer; or
8. The site shall have a public water and sewer facility (e.g. shower house).

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

Agenda Item: S

<b>TITLE:</b>	Public hearing to solicit public comments on a proposed ordinance to amend Sections 5.4.1B "Project Boundary Buffer" and 6.10 "Compatibility Standards" of the Grand County Land Use Code
<b>FISCAL IMPACT:</b>	Net positive
<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 :**

Council policy is to extend public hearings for one week and vote on proposed legislation at the next regular Council meeting.

**PLANNING COMMISSION RECOMMENDATION:**

Approval

**STAFF RECOMMENDATION:**

Approval

**BACKGROUND:**

In the context of affordable housing, land use efficiency is essential to maximizing the utilization of limited developable land. The Project Boundary Buffer and Compatibility Standards of the LUC limit the potential to develop higher density subdivisions in areas of the County where different zone districts abut. The attached staff report and proposed LUC amendments will enable more efficient land use with minimal impacts on existing neighborhoods or quality of life experienced by County residents. This particular set of code amendments follows the recommendations of the Interlocal Housing Task Force and workshops conducted by the County Council and Planning Commission. Planning Commission held a public hearing on June 22, 2016 and voted to forward a favorable recommendation to the County Council.

**ATTACHMENT(S):**

1. Staff Report with redlined changes
2. Affordable housing development pro-forma reflecting fiscal impacts of existing land use regulations
3. Citizen Comment(s)



# STAFF REPORT

**MEETING DATE:** August 2, 2016  
**TO:** Grand County Council  
**FROM:** Planning Staff  
**SUBJECT:** **Public Hearing - Land Use Code Amendment Buffer and Compatibility Standards**

## **PLANNING COMMISSION RECOMMENDATION**

The Planning Commission held a public hearing on June 22, 2016 to solicit public comment on an amendment to Sec. 5.4.1 B. Project Boundary Buffer and Sec.6.10 Compatibility Standard of the Land Use Code. The Planning Commission voted to send a favorable recommendation to the County Council for approval.

## **BACKGROUND**

Staff has been working with developers in providing buffer and compatibility standards that work for development projects while protecting adjacent neighbors. The current buffer strip and the compatibility standard both reduce land use efficiency, which is a key metric in how to achieve compact development, affordable housing, and manageable infrastructure maintenance costs. The referenced land use controls, restrict densities and building heights on development parcels that are adjacent to lower density zoning districts. This effectively means that the zoning designations of adjacent parcels dictates a reduction in the development potential allowed by the zoning designation of a parcel in question. Staff has worked with the planning commission to amend the current land use controls and achieve a balance where increased land use efficiency does not negatively impact existing neighborhoods or structures. The planning commission voted to forward a favorable recommendation to the Council for approval.

## **DRAFT LANGUAGE**

### **Draft changes:**

### **5.4.1 Residential Development Standards**

#### **B. Project Boundary Buffer**

1. ~~Project boundary buffers are intended to provide a suitable transition between the proposed subdivision and adjacent development. Buffers are required along all sides of the proposed subdivision that share a boundary with a protected zone district, excluding arterial or collector streets. On each edge, the project boundary buffer shall be 20 feet or the proposed building height, whichever is greater. Perimeter compatibility is required along all perimeter project boundaries of all subdivisions to provide a suitable transition between the proposed subdivision and adjacent development. A project boundary buffer shall be provided along all project boundaries or portions of project boundaries, other than arterial or collector streets. This requirement shall be satisfied by either minimum lot size (buffer lots) or a buffer strip of open space. A single development may use different methods on different edges.~~

2. ~~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 Section 5.4.1A, whichever is less.~~

~~3. Buffer strips shall be dedicated as open space in accordance with the requirements of Section 6.11, Open Space and Common Area, and comply with the following requirements.~~

~~a. The minimum width of the buffer strip shall be 50 feet; or~~

~~b. The minimum width of the buffer strip may be reduced to 25 feet where a continuous, except as noted below, 6-foot high, split-faced masonry wall (with foundation) is constructed in the buffer strip (setback at least 15 feet from the project boundary).~~

~~c. Provide regular breaks in the wall for pedestrian connectivity.~~

~~d. All buffer strips shall be landscaped in accordance with the requirements of Section 6.4, Landscaping and Screening.~~

~~3e. Buffer strip width shall be measured perpendicular to the property lines that define the project area.~~

~~4. Development projects may include a mix of housing types as set forth in Section 3.1, Use Table, so long as the development complies with the maximum density requirement of the underlying base district (See Section 5.4.1A), and the most restrictive housing type dimensional standard (See Section 5.4.1).~~

## Section 6.10 Compatibility Standards

### 6.10.1 Purpose

The compatibility standards of this section are intended to preserve and protect ~~single-family~~ residential uses and neighborhoods by ensuring that new development and redevelopment is compatible with the character of the area in which it is located.

#### A. Applicability

Compatibility standards shall apply to all multi-family residential and all nonresidential development when it occurs: ~~within 50 feet of the lot line of any property located in one (1) of the following protected zone districts (Protected Zone Districts): Small Lot Residential (SLR), Large Lot Residential (LLR), or Rural Residential (RR).~~

~~1. Within 50 feet of the lot line of any property located in one (1) of the following protected zone districts (Protected Zone Districts): Single Family Residential SLR; or RR Rural Residential.~~

~~2. Across the street from or adjacent to a lot containing a single-family or duplex use.~~

#### B. Exemptions

~~The following shall be exempt from compliance with the compatibility standards of this section:~~

~~1. Single Family or Duplex Uses~~

~~Structural alteration of existing building when such alteration does not increase the gross square footage or height of the building.~~

~~2.—Building Setback and Height Standards~~

~~The following building setback and height standards shall apply to development that is subject to the compatibility standards of this section.~~

~~C.—Building Setbacks—Side and Rear~~

~~On sites where the distance between side lot lines or between front and rear lot lines is 60 feet or less, no structure shall be erected within 10 feet of the lot line of property that is in a Protected Zone District pursuant to Section 6.10.1A, above, or that contains a single-family or duplex use. on sites where the distance between side lot lines or between front and rear lot lines is more than 60 feet or less, with more than 60 feet of lot width, the minimum setback from the lot line of property that is in a Protected Zone District pursuant to Section 6.10.1A, above, or that contains a single-family or duplex use shall be 10 feet, plus 2 additional feet of setback for each 10 additional feet of lot width or fraction thereof (beyond 60 feet). This provision shall not be interpreted as requiring a setback of more than 20 feet.~~

<del>Lot Width (feet)—</del>	<del>Setback from Adjacent Lot Lines (feet)</del>
<del>0 to 60</del>	<del>10.0</del>
<del>60.01 to 70</del>	<del>12.0</del>
<del>70.01 to 80</del>	<del>14.0</del>
<del>80.01 to 90</del>	<del>16.0</del>
<del>90.01 to 100</del>	<del>18.0</del>
<del>More than 100</del>	<del>20.0</del>

~~D.—Building Height~~

~~No structure shall exceed 28 feet in height within 150 feet of the lot line of property that is in a Protected Zone District pursuant to Section 6.10.1A, above, or that contains a single-family or duplex use which is less than 28 feet in height.~~

BE. Buffer and Screening Standards

1. Nonresidential and multi-family residential development, including off-street parking areas associated with such development, shall be screened from property in a Protected Zone District pursuant to Section 6.10.1A, above, or that contains a single-family or duplex use. Such visual screening shall be accomplished through siting and layout, the use of opaque fences, vegetative buffers, and berm(s) or a combination of such techniques along the lot line that is adjacent to property in a Protected Zone District pursuant to Section 6.10.1A, above, or that contains a single-family or duplex use.

2. Mechanical equipment and outdoor storage shall be completely shielded from view of

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property in a Protected Zone District pursuant to Section [6.10.1A](#), above, or that contains a single-family or duplex use by an opaque fence or wall that is at least one (1) foot taller than the site feature being screened from view, provided that this provision shall not be interpreted as requiring screening fences or walls to be taller than 10 feet. Fences, walls and buffers must comply with all other applicable zoning requirements.

**CF.** Dumpsters and Solid Waste Receptacles Setbacks

Dumpster and solid waste receptacles shall be set back at least 20 feet from the lot line of property in a Protected Zone District pursuant to Section [6.10.1A](#), above, or that contains a single-family or duplex use. Dumpsters and receptacles shall be completely screened from view of adjacent property in a Protected Zone District pursuant to Section [6.10.1A](#), above, or that contains a single-family or duplex use by opaque fence or wall that is at least one (1) foot taller than the dumpster or solid waste receptacle.

Fiscal impacts of buffer requirements: REAL development cost scenarios in Grand County

Assume 16 Lots			
SOURCES OF FUNDS			
Product Type	Number of Lots	Per Lot Sales Price	
Lot Sales---Total	16	61,500	\$984,000
EXPENSES			
<i>ACQUISITION AND HOLDING COSTS</i>			
TOTAL			\$280,000
<i>DESIGN/DEVELOPMENT: SITE</i>			
TOTAL			\$78,000
<i>CONSTRUCTION: SITE</i>			
TOTAL			\$593,250
<i>FINANCING &amp; GENERAL DEVELOPMENT</i>			
TOTAL			\$191,218
TOTAL DEVELOPMENT COST			\$1,142,468
Break-even Total Cost per Unit			\$71,404
TOTAL FUNDS LESS COST OF DEVELOPMENT:	Shortfall at 16 lots		(\$158,468)

Assumptions:

16 lot yield with 50 ft. buffer requirement

Assume 21 Lots		
SOURCES OF FUNDS		
Number of Lots	Per Lot Sales Price	
21	61,500	\$ 1,291,500
EXPENSES		
		\$ 280,000
		\$ 92,900
		\$ 693,000
		\$ 208,230
		\$ 1,274,130
		\$ 60,673
Excess at 21 lots		\$ 17,370

21 lot yield with no 50 ft. buffer requirement

Dear Council Members,

7/21/2016

We are very concerned about the changes to the County Land Use Code (LUC) being proposed by the Planning Commission. I am referring to proposed changes to LUC Sec. 5.4.1 B. Project Boundary Buffer and Sec.6.10 Compatibility Standard.

The current LUC specifies a 50 foot buffer strip around the perimeter of subdivisions to protect the privacy of homeowners with adjacent properties. Currently, developers have the option of reducing this buffer zone to 25 feet if they provide a privacy wall. The code specifies that homes may not exceed 28 feet in height unless setback at least 150 feet from the subdivision perimeter. These codes were created to provide protections for established neighborhoods in our County. The language used in the LUC is "Protected Zone Districts", referring specifically to SLR, LLR, and RR.

The proposed amendments to the code reduce the buffer zone to 20 feet. They eliminate the requirement for a privacy wall. They increase the maximum building height from 28 to 35 feet. They eliminate the 150 feet setback for taller buildings. We understand that Mr. Levine would like to see buffer zones and setbacks held to 20 feet maximums even if building heights go to 35 feet and above.

We believe that these changes will erode the peacefulness, the character, and the property values of existing neighborhoods. We believe that they will serve to enrich the few, at the expense of many resident families. We can see little if any benefit to the community at large, since these changes are not being used as incentives for developers to build affordable housing. We disagree with Zacharia Levine in his position that the current LUC's protections are "excessive". We don't see the current LUC as inhibiting growth or development.

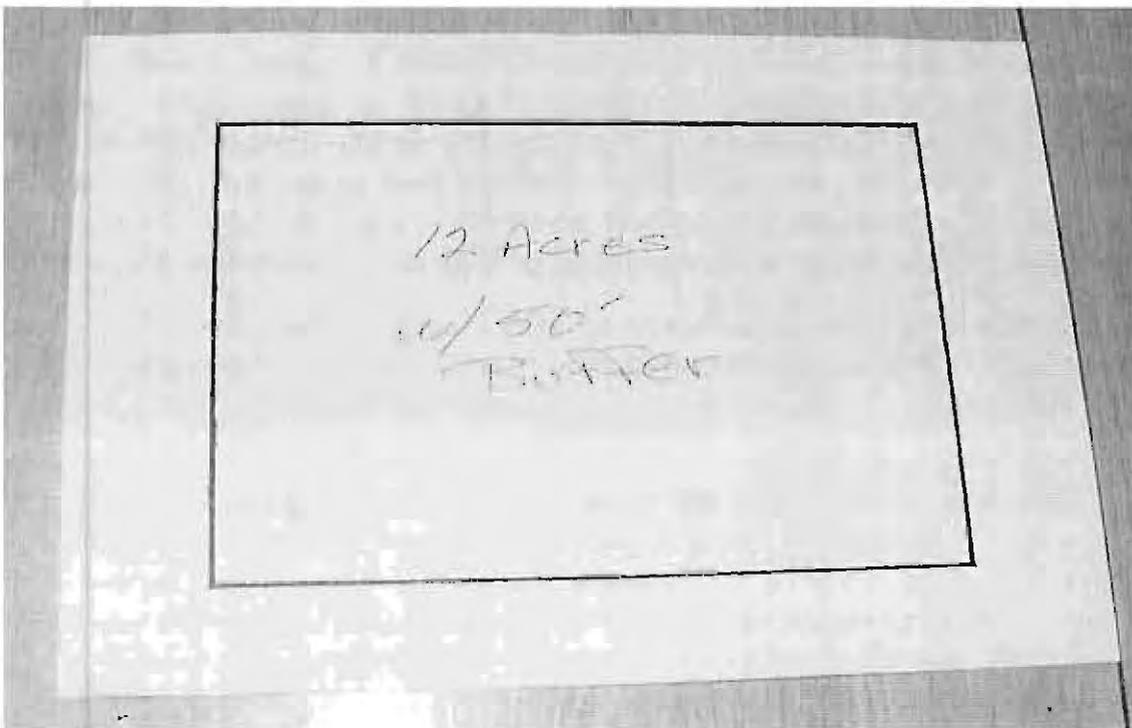
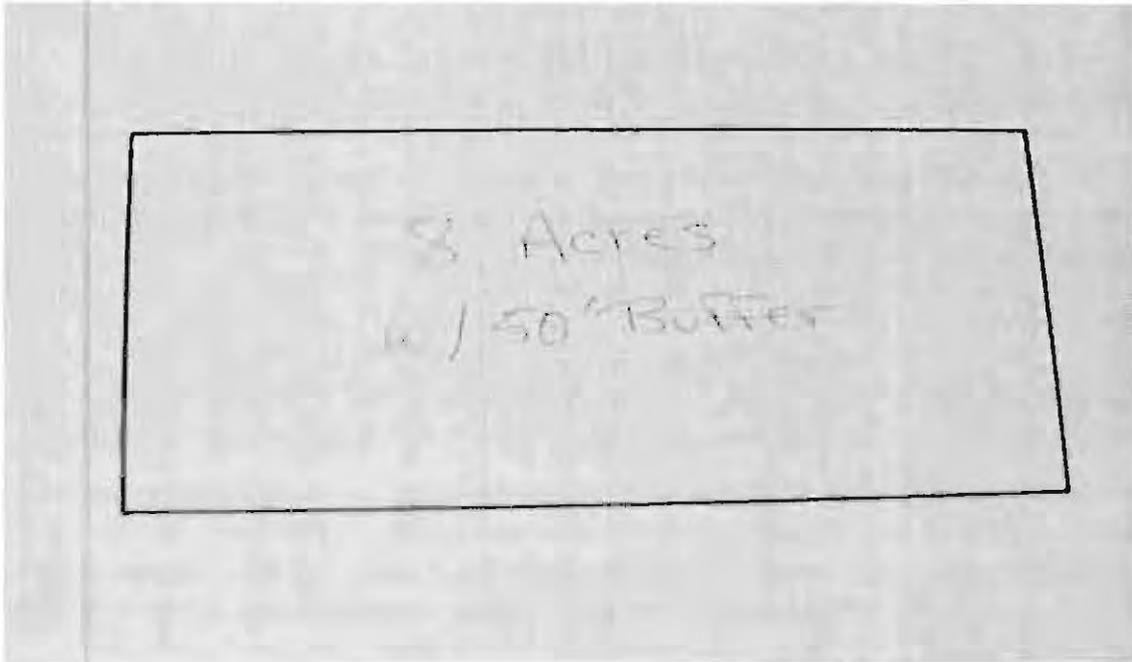
If there is some specific circumstance in which these protections should be modified for the good of the community, let the developer ask for a variance. Perhaps these matters can become bargaining points to encourage the inclusion of affordable housing. But let us not offer developers a carte blanche with no reciprocal benefit to the community. Let us hold on to the LUC that has been wisely structured to preserve some measure of breathing room. In the end, we want a community that is fit to live in, not one that has efficiently crammed as many dwellings as possible into the space available.

We welcome newcomers, but not when their new homes tower above us blocking out everything except the bit of sky above their roofs, allowing them to peer down from 2<sup>nd</sup> or 3<sup>rd</sup> story windows into what used to be our private decks and yards. Approve these changes and that is what will happen to many residents.

Parts of our community are already at odds with each other: Newcomers VS Long-term Residents. Liberals VS Conservatives. Progressives VS Traditionalists. Pro Tourism VS Pro Extractive Industry. If the current protections designed into our LUC are eroded, what increase can we expect in the level of discord/ resentment within our neighborhoods? Breathing room makes good neighbors and sometimes so do 6 foot fences. Resident families have poured their life savings/energies into their homes & neighborhoods. They have done so trusting their local government to keep the commitments/promises made in the LUC to protect those homes and neighborhoods. These protections were created with much thought and much community input. Now we are asking you, to honor those promises made to people of this county. Please note PICs & diagrams that follow!

Bonita & Ken Kolb 3649 Kerby Lane Spanish Valley

Scaled drawings: The black border represents the 50 foot buffer zone, specified in the current LUC.  
Does this look "excessive" to you?



New Home (under 20' in height) viewed from 50'. This represents 50' for separation between homes: 20' buffer + 10' (backyard setback) adjoining new home, and 20' setback on established neighbor's side. This will be the resulting separation in SLR zone if proposed changes are approved. LLR zone & RR zone will have an additional 10' of separation. IMAGINE A **75%** INCREASE IN HEIGHT WITH NO ADJUSTMENT OF BUFFER ZONE! YIKES!



Same home (below) viewed from 80': Separation required by current code. This represents 50' buffer + 10' (backyard setback) on New Home and 20' setback on neighbor's side.

