AGENDA
Tuesday, April 16, 2019

2:00 p.m.  Discussion with Uintah County Commissioners regarding Seep Ridge Road in the Book Cliffs

4:00 p.m.  Thompson Springs Special Service Fire District (see separate agenda)

4:05 p.m.

☐ Call to Order
☐ Pledge of Allegiance
☐ Approval of Minutes (Chris Baird, Clerk/Auditor)
  A. January 16, 2018 (County Council Meeting), Postponed from March 5, 2019
  B. June 19, 2018 (City/County Joint Meeting), Postponed from March 5, 2019
  C. November 20, 2018 (Canvass of the Election), Postponed from March 5, 2019
  D. March 5, 2019 (County Council Meeting), Postponed from March 19, 2019
  E. March 11, 2019 (County Council Special Meeting), Postponed from March 19, 2019
  F. March 19, 2019 (County Council Workshop & Regular Meeting), postponed from April 2, 2019
  G. March 20, 2019 (Joint City-County Council Special Meeting & Rep. John Curtis Town Hall), postponed from April 2, 2019
  H. April 2, 2019 (County Council Meeting)

☐ Ratification of Payment of Bills
☐ General Council Reports and Future Considerations
☐ Elected Official Reports
☐ Council Administrator Report
☐ Department Reports
  I. 2018 Public Library Report (Carrie Valdes, Library Director)

☐ Agency Reports
  J. Change in Form of Government Study Committee Update (Study Committee Chair, Stephen Stocks)

☐ Citizens to Be Heard
☐ Presentations
  K. Presentation on Active Transportation and Trails (Maddie Logowitz, Active Transportation and Trails Manager and Tyson Swasey, Active Transportation and Trails Operations Coordinator – Division of Community & Economic Development Department)

☐ General Business- Action Items- Discussion and Consideration of:
  L. Approving proposed letter of support for a grant application for the Recreational Trails Program (RTP) to continue trail network improvements that will maintain a high-quality recreation experience (Maddie Logowitz, Active Transportation and Trails Manager)
M. Adopting proposed resolution supporting a shuttle system partnership for Arches National Park with the National Park Service, Moab City, and the Utah Department of Transportation (Michael Liss, Moab Transit Authority Study Committee Chair)

N. Approving proposed job description and position for a GIS (Geographic Information System) Specialist (Matt Ceniceros, IT Director)

O. Approving Right-of-Way (ROW) grant to construct a turnaround area for emergency vehicles responding to the Mill Creek Power dam area (Bill Jackson, Roads & Bridges Supervisor)

P. Approving proposed letter to Grand County Elected Officials regarding monthly Elected Official Meetings (Council Member Wells)

Q. Approving proposed letter to invite San Juan County Commission regarding a joint meeting between the governing bodies of Grand and San Juan Counties (Council Member Wells)

R. Adopting proposed resolution approving a Conditional Use Permit (CUP) for Ballard RV Park Expansion located at Highway 94 & Nutter Avenue in Thompson, Utah (Kenny Gordon, Planning & Zoning Administrator)

S. Authorizing process for vacating or maintaining the East two hundred (200) feet of the Block “A” alley between Main Street and Fullerton Street in Thompson Springs (Kenny Gordon, Planning & Zoning Administrator)

Consent Agenda- Action Items

T. Ratifying Council Member McGann’s signature on a letter of support for Moab Valley Multicultural Center to submit a grant application for homelessness related services in Grand County

U. Approving letter of support to U.S. Department of Transportation –EAS (Essential Air Service) and Domestic Analysis Division regarding the recommendation for seasonal EAS at Canyonlands Field Airport

V. Approving application for retail beer license (limited-service restaurant liquor license) for Hidden Cuisine, located at 2740 South Highway 191

W. Approving proposed grant agreement between Utah Department of Agriculture & Food and the Noxious Weed Department for invasive species mitigation

Discussion Items

X. Discussion on calendar items and public notices (Bryony Hill, Council Office Coordinator)

Y. Continued discussion on progress with Land Use Code amendment discussions by the Planning Commission to address concerns outlined in the moratorium that prohibits new land use applications or permits for overnight accommodations in unincorporated Grand County through approximately August 4, 2019 (Council Member Morse)

Z. Update on legislative appropriation for USU Extension facilities (Council Member Wells)

Public Hearings- Possible Action Items

AA. Public Hearing to solicit public input on a proposed Planned Unit Development (PUD) in the Wingate Village, located at 3318 S. Willow Tree Road (Kenny Gordon, Planning & Zoning Administrator)

6:00 p.m. or later

BB. Public Hearing to solicit public input on proposed amendments to the 2019 Consolidated Fee Schedule Ordinance regarding fee waivers for 1.) Governmental entities; 2.) Development activity attributable to affordable housing; or 3.) Other development activity with a broad public purpose (Kaitlin Myers, Community & Economic Development Specialist)

Closed Session(s):

1. Character, Professional Competence or Physical or Mental Health of an Individual
2. Purchase, Exchange, Lease or Sale of Real Property, including any form of a water right or water shares

☐ 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.
The Grand County Council met in a regular workshop session on the above date in the Grand County Council Chambers of the Courthouse located at 125 East Center Street, Moab, Utah. The meeting was called to order by Chair Mary McGann at approximately 2 p.m. In attendance were Council Members Curtis Wells, Greg Halliday, Mary McGann, Jaylyn Hawks, Evan Clapper, Rory Paxman, Clerk/Auditor Diana Carroll and Council Administrator Ruth Dillion. Council Member Patrick Trim was absent.

Southeastern Utah Association of Local Governments (SEUALG) Presentation on Services to Grand County Citizens (Geri Gamber, SEUALG Executive Director, and Team)

Geri Gamber presented on the services provided to the Citizens of Grand County by the Southeastern Utah Association of Local Governments.

Recess

The Grand County Council reconvened in regular session on the above date in the Grand County Council Chambers of the Courthouse located at 125 East Center Street, Moab, Utah. The meeting was called to order by Chair Mary McGann at 4:32pm. In attendance were Council Members Greg Halliday, Jaylyn Hawks, Evan Clapper, Curtis Wells, Mary McGann and Rory Paxman, Clerk/Auditor Diana Carroll, County Attorney Andrew Fitzgerald (arrived at 4:53pm) and Council Administrator Ruth Dillion. Council Member Patrick Trim was absent.

Call to Order

Chair McGann called the meeting to order at 4:32 p.m.

Approval of Minutes (Diana Carroll, Clerk/Auditor)

A. October 3, 2017 (County Council Meeting), Postponed from October 17, 2017
B. October 4, 2017 (Joint Meeting with Moab City for the Governor’s Visit), Postponed from October 17, 2017
C. October 17, 2017 (County Council Meeting), Postponed from November 8, 2017
D. November 8, 2017 (County Council Meeting), Postponed from November 21, 2017
E. November 14, 2017 (County Council Special Meeting: Canvass of the Election), Postponed from November 21, 2017

MOTION: Motion by Council Member Curtis Wells to approve the above minutes as corrected and authorize the Chair to sign all associated documents. Motion seconded by Council Member Greg Halliday carried 6 – 0.

F. November 21, 2017 (County Council Meeting), Postponed from December 19, 2017
G. December 5, 2017 (County Council Special Meeting: Compensation Study), Postponed from December 5, 2017 Regular Council Meeting
H. December 5, 2017 (County Council Meeting), Postponed from December 19, 2017

I. December 18, 2017 (County Council Special Meeting: Compensation/Budget Workshop), Postponed from December 19, 2017

J. December 19, 2017 (County Council Meeting), Postponed from January 2, 2018

K. December 27, 2017 (County Council Special Meeting: Budget Adoption), Postponed from January 2, 2018

L. January 2, 2018 (County Council Meeting)

**MOTION:** Motion by Evan Clapper to postpone approval of Items F thru L until the next meeting. Motion seconded by Rory Paxman carried 6 – 0.

Ratification of Payment of Bills

**MOTION:** Motion by Council Member Rory Paxman to approve the payment of bills presented in the amount of $1,322,830.89. Accounts payable totaling $1,133,845.47 and payroll in the amount of $188,895.42. Motion seconded by Council Member Evan Clapper carried by roll-call vote 6 – 0.

Council Administrator Report

- Council Administrator Ruth Dillon reported on her plans to attend a meeting on January 17, 2018 to review County water rights and work out next steps to avoid losing them.

Department Reports


Lee Shenton presented an overview of UMTRA activities including:
- Russell McAllister hired as Federal Project Director after 13 months without a director (to begin full time on February 20th)
- Utah Department of Health provided project with epidemiological study update on potential health impacts of the project in the Moab area
- 56% of tailings have been removed so far
- Data on radioactivity monitored around the project and around the valley

Agency Reports

**N. Housing Authority of Southeastern Utah Semi-Annual Report (Ben Riley, HASU Executive Director)**

Ben Riley presented an overview of HASU activities since the last semi-annual report including:
- Working on 9th Mutual Self Help (MSH) Grant which continues to be largest funding source
  - Finished 10 homes in Valley View sub-division; will finish 5 more in February; finish an additional 5 in the Summer; starting 8 more for a total of 28 in that subdivision
- Wait list for Section 8 Voucher program (subsidized rent) is about 1 year
- Rent to own homes consist of 4 homes in Blanding/Monticello and 13 homes in Moab
- Cinema Court – 60 units of deed-restricted affordable rent continues to do extremely well
- Virginian – 28 units with historically low waiting list
- Received Low Income Housing Tax Credit funding for affordable senior housing project (36 units)
- Wingate Village – 33 units of affordable housing in the planning stage

Citizens to Be Heard

- **August Rossi** – requested that the County maintain the Red Rocks Motocross track so it that can be put back into use

General Business- Action Items- Discussion and Consideration of:

**O. Approving additions to the 2017 property tax abatements and cancelations (Chris Kauffman, Treasurer)**
MOTION: Motion by Council Member Jaylyn Hawks to approve the additional 2017 property tax abatements and cancelations as presented and authorize the Chair to sign all associated documents. Motion seconded by Council Member Curtis Wells carried 6 – 0.

P. Approving proposed letter to the BLM requesting minor change to the Moab Resource Management Plan, Travel Plan to facilitate change to the Hell’s Revenge 4x4 Trail in addressing safety concerns at the trailhead (Andrea Brand, Sand Flats Recreation Area Director)

MOTION: Motion by Council Member Curtis Wells to approve proposed letter to the BLM requesting minor change to the 2008 Moab Resource and Travel Management Plan, Travel to facilitate change to the Hell’s Revenge 4x4 Trail in addressing safety concerns at the trailhead and authorize the Chair to sign all associated documents. Motion seconded by Council Member Evan Clapper carried 6 – 0.

Q. Approving proposed Emergency Declaration to declare Grand County a disaster area due to the recent drought, pending legal review (Rick Bailey, Emergency Management Director)

MOTION: Motion by Council Member Curtis Wells to approve proposed Emergency Declaration as amended to declare Grand County a disaster area due to the recent drought, pending legal review and authorize the Chair to sign all applicable documents. Motion seconded by Council Member Jaylyn Hawks carried 6 – 0.

R. Approving the purchase and installation of a new microwave hop from Green River (UCA Site) to Willow Basin (Grand County Site) from Utah Communication Authority (UCA) and authorize up to a 5 year lease to own agreement to make repayment to UCA (Rick Bailey, Emergency Management Director)

MOTION: Motion by Council Member Curtis Wells to approve the purchase and installation of a new microwave hop from Green River (UCA Site) to Willow Basin (Grand County Site) from Utah Communication Authority (UCA) using equipment purchased from the Utah State Purchasing Contract approving up to a 5 year lease to reimburse UCA for the costs and authorize the Chair to sign all associated documents. Motion seconded by Council Member Rory Paxman.

SUBSTITUTE MOTION: Substitute motion made by Council Member Curtis Wells to approve making indication to UCA that if they approve purchase of the equipment and float the cost until 2019 we will make the necessary arrangements between now and 2019 to repay the cost of the equipment and authorize the Chair to sign all associated documents. Motion seconded by Council Member Rory Paxman carried 6 – 0.

S. Approving new 911 hardware and software system from Century Link (Utah State Bid) and authorize up to a 5 year lease to own agreement (Rick Bailey, Emergency Management Director)

MOTION: Motion by Council Member Curtis Wells to approve the purchase of a new 911 hardware and software system from Century Link (Utah State Bid) and authorize up to a 5 year lease-to-own agreement to come from the County’s 911 funds and authorize the Chair to sign all associated documents. Motion seconded by Council Member Greg Halliday carried 6 – 0.

T. Approving job descriptions for new positions, as redrafted and reformatted by Personnel Systems and Services, for:

1. Community and Economic Development Director
2. Community and Economic Development Specialist (John West, Human Resources Director)

MOTION: Motion by Council Member Curtis Wells to approve job descriptions for the new positions: 1) Community and Economic Development Director, Grade 25; 2) Community and Economic Development Specialist, Grade 12 as redrafted and reformatted by Personnel Systems and Services and authorize the Chair to sign all associated documents. Motion seconded by Evan Clapper carried 5 – 0; Council Member Jaylyn Hawks left chambers temporarily.

U. Approving volunteer appointments to District and County Boards and Commissions (Council Liaison to the Board or Ruth Dillon, Council Administrator)

1. Airport Board

MOTION: Motion by Council Member Rory Paxman to approve the volunteer appointment of Bill Groff and Jody Patterson with terms expiring 12/31/2021 to serve on the Airport Board and authorize the chair to sign all associated documents. Motion seconded by Council Member Curtis Wells carried 6 – 0.
2. **Historical Preservation Commission**  
**MOTION:** Motion by Council Member Evan Clapper to approve the volunteer appointment of Jody Patterson with term expiring 12/31/2021 to serve on the Historical Preservation Commission and authorize the Chair to sign all associated documents. Motion seconded by Council Member Greg Halliday carried 6 – 0.

3. **Noxious Weed Control Board**  
**MOTION:** Motion by Council Member Rory Paxman to approve the volunteer appointment of Jordan Davis and Tony Mancuso with term expiring 12/31/2021 to serve on the Noxious Weed Control Board and authorize the Chair to sign all associated documents. Motion seconded by Council Member Greg Halliday carried 6 – 0.

**Consent Agenda- Action Items**

V. **Adopting proposed resolution approving amendments on a replat for lots 27, 28, and 29 in the Whitehorse Subdivision located in Lipizzan Jump**

W. **Approving two Rocky Mountain power right-of-ways at Canyonlands Field Airport that will service three private hangars**  
**MOTION:** Motion by Council Member Jaylyn Hawks to approve the consent agenda as presented and authorize the chair to sign all associated documents. Motion seconded by Council Member Rory Paxman carried 6 – 0.

**Discussion Items**

X. **Discussion on calendar items and public notices (Ruth Dillon, Council Administrator)**  
Council Administrator Ruth Dillon presented the calendar items and public notices.

Y. **Discussion on developing Grand County’s Legislative Priority Plan (Council Member Wells)**  
Council Member Wells discussed a review process and potential meeting with Zacharia, Moab City staff, and Mayor to work through legislative items that are of interest to both entities. Council Member Wells indicated that the document will come back to the council in late January or early February.

Z. **Review of Policies and Procedures of the Governing Body, Section C: “Council Members’ Participation on County Boards, Commissions & Committees and Local & Special Service District Boards” (Chairwoman McGann)**  
Chair McGann led a discussion and review of the Policies and Procedures of the Governing Body.

**General Council Reports and Future Considerations**

Council Member Greg Halliday  
- Attended Thompson Springs Water Board Meeting

Council Member Jaylyn Hawks  
- Attended Travel Council Advisory Board Meeting
- Attended meeting with Director (and a diverse group of stakeholders) of 7 County Infrastructure Coalition

Council Member Evan Clapper  
- Nothing to report

Council Member Curtis Wells  
- Attended UDOT Scoping Meeting
- Attended the League of Women Voters Town Hall
- Attended prep meeting for our 25K pitch to the Governor
- Attended meeting with Director of 7 County Infrastructure Coalition

Council Member Mary McGann  
- Attended Planning Commission

Council Member Rory Paxman  
- Ruth attended Noxious Weed Control Board in Council Member Paxman’s place

**Closed Session:** Character, Professional Competence, or Physical or Mental Health of an Individual

**MOTION:** Motion by Council Member Jaylyn Hawks to go into closed session at 7:35 p.m. to discuss the character, professional competence, or physical or mental health of an individual. Motion seconded by Council Member Rory Paxman carried 6 – 0).
MOTION: Motion by Council Member Curtis Wells to leave closed session at 8:45 p.m. Motion seconded by Council Member Rory Paxman carried 6 – 0).

Adjourn: The regular session of the Grand County Council was adjourned at 8:46 p.m.

COUNCIL:

____________________________
Mary McGann, Council Chair

ATTEST:

____________________________
Chris Baird – Clerk/Auditor
The Grand County Council and the Moab City Council met in a special joint session on the above date in the Grand County Council Chambers of the Courthouse located at 125 East Center Street, Moab, Utah. The meeting was called to order by County Council Chair Mary McGann at 5:31pm. In attendance for the County were Council Members Patrick Trim, Greg Halliday, Rory Paxman, Curtis Wells, Mary McGann and Jaylyn Hawks, Clerk/Auditor Diana Carroll, Council Administrator Ruth Dillon and Grand County Attorney Andrew Fitzgerald (arriving late). In attendance for the City of Moab were Council Members Kalen Jones, Mike Duncan, Rani Derasary, Karen Guzman-Newton, and Tawny Knuteson-Boyd (arriving late), Mayor Emily Niehaus, and City Manager David Everitt.

Call to Order

Grand County Council Chair McGann called the meeting to order at 5:31 p.m.

Discussion Items

A) Update on prevention and clean-up plan of recent Cinema Court fire (Fire Chief Mosher, Sheriff White, Police Chief Winder, and/or Emergency Management Director Bailey).

Key players were introduced and recognized including:
- Rick Bailey (Emergency Management Director – Grand County)
- Angelia Crowther (Utah Division of Emergency Management)
- Kris Hurlburt (Emergency Management Program Coordinator – Grand County)
- Phil Mosher (Fire Chief – Moab Valley Fire District)
- Darrel Mecham (Chief Deputy – Grand County Sheriff)
- Kara Dohrenwend (Rim to Rim Restoration)
- Craig Sanchez (Office of Emergency Management – Grand County)
- Council Members Mary McGann and Curtis Wells; Mayor Emily Niehaus (Elected Officials support for key players)

B) Presentation on Phase Two of the Assured Housing Study - Nexus Analysis (Matt Kowta, BAE Urban Economics and Zacharia Levine, Community and Economic Development Director)

Zacharia introduced Matt Kowta who presented the results of Phase Two of the Assured Housing Study Nexus Analysis and fielded questions. Key points included:
- Recap of Phase 1 – Background analysis to establish affordable housing needs and identify which types of developments could potentially afford to take on some addition affordable housing requirements
- Phase 2:
  - Identify the amount of affordable housing demand generated by a development
  - Estimate maximum justifiable fees based on the nexus
  - Comparison of what’s feasible versus what’s justifiable

C) Discussion of need for multi-agency funding of the part-time watershed coordinator position for the community (Zacharia Levine, Community and Economic Development Director)
Zachariah Levine presented the need for multi-agency funding of a part-time watershed coordinator position for the community. Mike Allred of the Utah Division of Water Quality requested some cost matching to help fund the coordinator position. Arne Hultquist, Watershed Coordinator, talked about the main components of the position including coordination of the Moab Area Watershed Partnership, administering grants, and monitoring water levels around the area. Hultquist noted the position pays $35,000 per year, and noted local participation by the Bureau of Land Management and the Town of Castle Valley. Levine suggested both the City and County may consider funding at the $2,500 level. Council Member Halliday mentioned that San Juan County should also be involved; Arne Hultquist mentioned he would request that Allred should pursue that request.

D) Future joint meeting dates (Mayor Niehaus)
Mayor Niehaus led a discussion regarding future joint meeting dates. She expressed enthusiasm for the collaboration and dates were discussed. Future topics and frequency of meetings was discussed. The date of August 14th, 2018 was proposed.

Adjourn

Motion to adjourn was made by Council Member Curtis Wells at 7:01. Motion seconded by Council Member Greg Halliday carried unanimously.

COUNCIL:

Mary McGann, Council Chair

ATTEST:

Chris Baird – Clerk/Auditor
GRAND COUNTY BOARD OF CANVASSERS  
SPECIAL MEETING

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

November 20, 2018

The Grand County Board of Canvassers met in Special Session on the above date in the County Council Chambers located at 125 East Center Street, Moab, Utah. Council Chair Mary McGann called the meeting to order at 4:01pm. In attendance were Council Members Greg Halliday, Jaylyn Hawks, Evan Clapper, Curtis Wells, Rory Paxman, Mary McGann, and Terry Morse along with Council Administrator Ruth Dillon, Clerk Auditor Diana Carroll, Chief Deputy Clerk/Auditor Jana Smith and Deputy Clerk/Auditor Renee Baker.

The action of the Board of Canvassers is to audit and accept the results as tallied and declare the winning candidates elected as presented by attachment.

MOTION: Motion made by Council Member Evan Clapper to accept the results as tallied and declare the winning candidates elected as presented. Motion seconded by Council Member Jaylyn Hawks carried 7 – 0.

Adjourn
MOTION: Motion made by Council Member Curtis Wells to adjourn at 4:05pm. Motion seconded by Council Member Rory Paxman carries 7 – 0.

Attached:
Summary of Official Election Results  
Signature Sheet for Board of Canvassers

COUNCIL:

__________________________________  
Mary McGann, Council Chair

ATTEST:

__________________________________  
Chris Baird, Clerk/Auditor
GRAND COUNTY, UTAH
General Election
November 6, 2018
OFFICIAL RESULTS

The foregoing information has been reviewed by the Grand County Board of Canvassers
and is found to be accurate.

Dated this 20th day of November, 2018

Diana Carroll, Grand County Clerk/Auditor

BOAD OF CANVASSERS:

Signature:  

Printed Name:  

Mary Morse

Rory Paxman

Mary McGinn

Curtis Wells

Evan Clapper

Jaylyn Hawks

Greg Halliday
### General Election
#### November 6, 2018

## Statistics

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Report generated with Electionware Copyright © 2007-2018
### STRAIGHT PARTY

**Vote For 1**

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**Total Votes Cast** 1,238

**Contest Totals** 4,401

**Precincts Reporting** 18 of 18

### U.S SENATE

**Vote For 1**

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**Write-In Totals** 7

**Total Votes Cast** 4,345

**Contest Totals** 4,401

**Precincts Reporting** 18 of 18
## U.S HOUSE DIST #3

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## UT HOUSE DIST #69

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## UT HOUSE DIST #70

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<td>COUNCIL DIST #3</td>
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## GENERAL ELECTION

### November 6, 2018

#### COUNTY ATTORNEY

<table>
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<tbody>
<tr>
<td>CHRISTINA SLOAN</td>
<td>2,305</td>
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<td>STEPHEN J. STOCKS</td>
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<td>Contest Totals</td>
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#### COUNTY CLERK/AUDITOR

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<td>CHRIS BAIRD</td>
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#### COUNTY SHERIFF

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<td>STEVEN WHITE</td>
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#### COUNTY SURVEYOR

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<td>LUCAS BLAKE</td>
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<td>Precincts Reporting</td>
<td>18 of 18</td>
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## GRAND CO SCHOOL BOARD DIST #1

Vote For 1

<table>
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<tr>
<td>BRITNIE ELLIS</td>
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### Contest Totals

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### Precincts Reporting

3 of 3

## GRAND CO SCHOOL BOARD DIST #4

Vote For 1

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<td>RYAN ANDERSON</td>
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<td>KATHERINE WILLIAMS</td>
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### Total Votes Cast

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### Contest Totals

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### Precincts Reporting

7 of 7

## RETAIN SUPREME CRT JUSTICE Himonas

Vote For 1

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### Total Votes Cast

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### Contest Totals

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<td>4,401</td>
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### Precincts Reporting

18 of 18
### Retain Appeals CRT Justice Toomey

Vote for 1

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<tr>
<td>Yes</td>
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<tr>
<td>No</td>
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Total Votes Cast: **3,467**

- Contest Totals: 4,401
- Precincts Reporting: 18 of 18

### Constitutional Amendment A

Vote for 1

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<td>Against</td>
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Total Votes Cast: **4,107**

- Contest Totals: 4,401
- Precincts Reporting: 18 of 18

### Constitutional Amendment B

Vote for 1

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<tr>
<td>Against</td>
<td>3,308</td>
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Total Votes Cast: **4,146**

- Contest Totals: 4,401
- Precincts Reporting: 18 of 18
### Constitutional Amendment C
#### Vote For 1

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#### Total Votes Cast
- Contest Totals: 4,401
- Precincts Reporting: 18 of 18

### Nonbinding Opinion Question #1
#### Vote For 1

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<tr>
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<td>AGAINST</td>
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#### Total Votes Cast
- Contest Totals: 4,401
- Precincts Reporting: 18 of 18

### Proposition #2
#### Vote For 1

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<tr>
<td>FOR</td>
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<td>AGAINST</td>
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#### Total Votes Cast
- Contest Totals: 4,401
- Precincts Reporting: 18 of 18
### Proposition #3
**Vote For 1**

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<tr>
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<td>AGAINST</td>
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**Total Votes Cast**: 4,287

- Contest Totals: 4,401
- Precincts Reporting: 18 of 18

### Proposition #4
**Vote For 1**

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<td>AGAINST</td>
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**Total Votes Cast**: 4,139

- Contest Totals: 4,401
- Precincts Reporting: 18 of 18

### Proposition #9
**Vote For 1**

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<td>AGAINST</td>
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**Total Votes Cast**: 4,243

- Contest Totals: 4,401
- Precincts Reporting: 18 of 18
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<tbody>
<tr>
<td><strong>Title:</strong></td>
<td>2018 Public Library Report</td>
</tr>
<tr>
<td><strong>Fiscal Impact:</strong></td>
<td>None</td>
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<tr>
<td><strong>Presenter(s):</strong></td>
<td>Carrie Valdes, Library Director</td>
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</table>

**Background:**
Annual Library Report

**Attachment(s):**
To be provided

**For Office Use Only:**
Attorney Review:

N/A
# AGENDA SUMMARY

**GRAND COUNTY COUNCIL MEETING**

**APRIL 16, 2019**

**Agenda Item: K**

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Presentation on Active Transportation and Trails</th>
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<tr>
<td>FISCAL IMPACT:</td>
<td>N/A</td>
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<tr>
<td>PRESENTER(S):</td>
<td>Maddie Logowitz, Active Transportation and Trails Manager and Tyson Swasey, Active Transportation and Trails Operations Coordinator – Division of Community &amp; Economic Development Department</td>
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</tbody>
</table>

**BACKGROUND:**

Presentation on Active Transportation & Trails

**ATTACHMENT(S):**

1. PowerPoint to be provided

---

For Office Use Only:

Attorney Review:

N/A
April 16, 2019

Dear Recreational Trails Program Committee:

The Grand County Council is pleased to support the RTP grant application submitted by the Grand County Active Transportation & Trails Division in collaboration with the Grand County Trail Mix Committee. The Council recognizes that the area’s trail network is an essential part of the local economy and contributes to residents’ quality of life. This grant would enable the Trails Division to continue trail network improvements that will maintain a high-quality recreation experience for visitors and locals alike.

The Council is supportive of the proposed additions to the popular Whole Enchilada Trail Network. Currently, riders unable to complete the final portion of this trail network, which is both the most technical and the most remote, use Sand Flats Road to return to Moab. This road also experiences heavy motorized use: the new trail sections will help to divert riders from portions of this road and onto non-motorized singletrack trail. This project is part of the Grand County Non-Motorized Master Plan, which was adopted by the County in 2011, and is in a Special Recreation Management Area (SRMA), managed in cooperation by Grand County and the Bureau of Land Management.

Continued user education and trail maintenance are also essential for keeping our recreation opportunities world-class and sustainable. As more visitors come each year – and as new types of non-motorized activities grow in popularity - there is a critical need for outreach to user groups, so that visitors who come to hike, mountain bike, climb, horseback ride, and highline can enjoy the area while helping to conserve it.

Once again, the Grand County Council wholly endorses the Recreational Trails Program grant application submitted by the Grand County Active Transportation & Trails Division. We appreciate your support.

Regards,

Evan Clapper
Grand County Council Chair
**AGENDA SUMMARY**

**GRAND COUNTY COUNCIL MEETING**

**APRIL 16, 2019**

**Agenda Item: M**

<table>
<thead>
<tr>
<th><strong>TITLE:</strong></th>
<th>Adopting proposed resolution supporting a shuttle system partnership for Arches National Park with the National Park Service, Moab City, and the Utah Department of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FISCAL IMPACT:</strong></td>
<td>None with this Resolution</td>
</tr>
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</table>
| **PRESENTER(S):** | Michael Liss  
Chair  
Moab Transit Authority Study Committee |

**RECOMMENDATION:**

I move to adopt the proposed resolution supporting a shuttle system partnership for Arches National Park with the National Park Service, Moab City, and the Utah Department of Transportation, and authorize the Chair to sign all associated documents.

**BACKGROUND:**

The ad hoc Moab Transit Authority Study Committee was established by the Grand County Council for the purpose of studying transit solutions for Grand County.

A UDOT study has commenced to study a rail connection to Salt Lake City.

A UDOT Regional Transportation Plan Study has commenced which includes a local transit study for year-round local transit and regional commuter transit.

This resolution completes the UDOT study areas. The UDOT Regional Transportation Plan Study for Transit includes Federal funding, therefore tourism oriented transit is “out of scope”.

Next step, once this Resolution is passed, we will garner the support of Moab City, so that the people and leaders of Grand / Moab can work together with one voice in partnership with the National Park Service and UDOT to improve the visitor experience at Arches National Park.

Our goal is to “Create a National Park experience at Arches National Park that prioritizes biking and walking over private cars.”

**ATTACHMENT(S):**

1. Proposed Resolution  
2. ARCHES 21 The National Park Visitor Experience for the 21st Century
RESOLUTION NO. ________________ (2019)

A RESOLUTION SUPPORTING A SHUTTLE SYSTEM PARTNERSHIP FOR ARCHES NATIONAL PARK WITH THE NATIONAL PARK SERVICE, MOAB CITY, AND THE UTAH DEPARTMENT OF TRANSPORTATION

WHEREAS, Arches National Park has experienced continued growth, yet the basic traffic infrastructure consisting of one main road and three principle parking lots has not changed significantly since being built in the 1950s, nor has capacity been added to total miles of trails since that time;

WHEREAS, in March 2019, the National Park Service expressed the willingness to consider alternative traffic management solutions for Arches National Park including, but not limited to, a shuttle system and additional paved entrances;

WHEREAS, Arches National Park is the leading driver of the Grand County tourism-based economy, representing 72% of visitation;

WHEREAS, Arches National Park is considered the draw that first introduces people to Moab (Grand County), therefore a good visitors experience at Arches National Park is key to repeat visitation to Moab (Grand County);

WHEREAS, Moab (Grand County) is recognized as a world-class bike riding destination, and the development of additional and improved mountain, road and e-biking opportunities represent a significant driver of economic activity and improved quality of life for residents, as the work of Trail Mix has clearly demonstrated;

WHEREAS, US191 has experienced increased traffic congestion, and public transit and increased dispersed parking are effective measures to reduce trips by private vehicles and reduce noise and air pollution in our neighborhoods;

WHEREAS, the Town of Springdale and Zion National Park have managed a successful shuttle/parking partnership for 19 years, in which Springdale provides the parking and Zion provides the shuttle, which serves as a model for how Grand County, Moab City, Utah Department of Transportation (UDOT) and the National Park Service can work together;

WHEREAS, UDOT is currently working with Grand County and Moab City on a Regional Transportation Plan study which includes a year-round shuttle system for residents and regional commuters;

WHEREAS, on August 7, 2018 the Update to the Community Vision for Future Uses of the Moab UMTRA Project Site was approved by the Grand County Council through Resolution No. 3153 and by the Moab City Council on September 10, 2018 through Resolution #42-2018; and this Community Vision for the Future Uses of the Moab
UMTRA Project Site includes parking and visitor facilities that can accommodate the long term parking needs of a prospective shuttle system serving visitors arriving by private vehicles to experience Arches National Park;

NOW THEREFORE, the Grand County Council hereby resolves:

1. To support a study in partnership with UDOT, Moab City, and the National Park Service, to determine the optimal shuttle system and dispersed parking plan to serve visitors to Arches National Park, with the understanding that the Arches visitor shuttle requirements are just one component of a larger shuttle network study serving local transit needs, workforce commuter needs, and general visitor needs.

2. To work with and encourage the National Park Service to “Create a National Park experience at Arches National Park that prioritizes biking and walking over private cars” by: (a) establishing an optimal shuttle system within Arches to get most vehicular traffic off the roads; (b) increasing the miles of Front Range one way and loop trails easily serviced by shuttles; and (c) establishing a bike rental depot within Arches to encourage and facilitate biking.

3. To support a study with UDOT which includes the potential for redeploying the UDOT Recreational Hot Spot Funding earmarked for a downtown Moab parking structure for dispersed parking serviced by the new shuttle system.

This Resolution was duly and regularly introduced and passed by vote at a regular meeting of the Grand County Council, State of Utah, on the 16th day of April 2019.

ATTEST: GRAND COUNTY COUNCIL

_________________________     ___________________________
Chris Baird, Clerk/Auditor    Evan Clapper, Chair
ARCHES 21
THE NATIONAL PARK VISITOR EXPERIENCE
FOR THE 21ST CENTURY

A PROPOSAL FOR AN INNOVATIVE PARTNERSHIP
NATIONAL PARK SERVICE
GRAND COUNTY
MOAB CITY
UTAH DEPARTMENT OF TRANSPORTATION

Prepared by
Grand County
Moab Transit
Authority
Study
Committee
April 1, 2019
OBJECTIVE

- CREATE A NATIONAL PARK EXPERIENCE THAT PRIORITIZES BIKING AND WALKING OVER PRIVATE CARS

- “It’s not about the Shuttle, it’s about creating many opportunities for people to get out and walk.” NPS Zion Shuttle Manager.

- We won’t just manage traffic better, we will create a better visitor experience ... we want people to leave happy and excited about their visit to Arches. (Arches represents 72% of Moab tourism and is considered the draw that introduces most people to Moab, so a good Arches visitor experience is key to repeat visitation)

- The Arches National Park road network was designed in the 1950s when America was in love with cars. It’s time to design the National Park of the 21st Century around biking and walking.
The best way to implement an innovative Visitor Experience at Arches National Park is through a partnership between the National Park Service, Grand County, Moab City, and the Utah Department of Transportation.

Our starting point is the successful Shuttle partnership between the Town of Springdale and Zion National Park. We envision a two shuttle network: one along US191, the other within Arches.

We take the Arches 21 plan to the next level: Moab is recognized worldwide as the premier biking destination ... so we make Arches the most bike friendly National Park in the Nation.

We encourage visitors to get out and walk, with a new network of short one way trails to more of the 2,100 arches, with convenient shuttle drop-off and pick-up locations.
SPRINGDALE / ZION MODEL

- SPRINGDALE / ZION MODEL
- Currently in it’s 19\textsuperscript{th} year
- Visionary Plan conceived by Zion Superintendent Don Falvey, joined by Springdale Mayor Bimstein, jump-started with $50,000 study grant from Zion Natural History Association.
- Two Free Shuttle Networks, one along Highway 9 in Springdale, the other within Zion.
- New Zion Visitor Center complex includes convenient walk-in fee collection booths at terminus of Springdale Shuttle.
- Springdale has continually upgraded Bus Stops, dispersed parking lots, and parking management plan.
- Kanab is currently studying a Shuttle from the East.
1. SHUTTLE NETWORK

- MOAB SHUTTLE large capacity FREE bus along US191 from Spanish Trail to the Arches National Park Visitors Center.

- DELICATE ARCH EXPRESS large capacity FREE bus from Arches Visitors Center directly to Delicate Arch, with two stops at Balance Rock and Devils Gardens Intersection (recognize that a large percentage of Arches Visitors have limited time and just want to see the iconic Utah landmark, or just visit the Windows District without even getting out of their car).

- WINDOWS and DEVILS GARDEN LOOP large capacity FREE bus from Express Stops to side roads.

- JEEP EXPLORER ten passenger vehicle serving the new one-way trail heads and special view points, requiring supplemental fee. (Solves “instant congestion” issues at Zion by dispersing visitors in smaller groups to many more trails and view points)
2. BIKING PLAN

- BIKE DEPOT at Balanced Rock gravel storage site (casual bikers can’t do the initial hill so we start them at an easier place)

- RENTAL BIKE FLEET road bikes, mountain bikes, e-bikes provided through concessionaire (National legislation in process to allow e-bikes in National Parks)

- NO CARS ALLOWED in Arches during the March to October Shuttle Season. This creates a wonderful car-free experience like we haven’t had in many years. (Car lovers will be motivated to come in the Winter months for a driving experience) (Zion Shuttle operator said no car traffic in Park allows shuttle to maintain 4 minute frequency schedule)

- Bike racks on buses.
3. WALKING PLAN

- **ONE-WAY HIKES.** Research new one-way hikes in Front Range of Arches from the paved road. Short hikes to encourage casual walkers to get out and explore for 15 minutes, half hour, or one hour. (Front Range Hikes, not Wilderness Area hikes) Currently we only have Park Avenue.

- **DELICATE ARCH LOOP HIKE.** Make our most famous hike a one-way loop hike so visitors don’t experience oncoming traffic, and the new route down is a brand new adventure on slick rock, past an echo chamber, without looking at the parking lot below.

- **NO NEW PAVEMENT REQUIRED.** Jeeps can use narrow dirt tracks if necessary to deliver visitor to new trail heads.

- **NEW HIKES.** There have been no new hikes in Arches in 40 years. There are many opportunities to build capacity by increasing the total miles of trails, and thus dispersing the visitors.
4. PARKING & INFRASTRUCTURE

- **US191 PARKING PLAN.** Create new parking lots and encourage visitors to leave their cars at hotel.

- **INITIAL OBJECTIVE:** replace full count of 800 Arches parking spaces. Increase objective to 1,000 parking spaces along US191 with proper count for RVs, Trailers, SUVs and compact cars.

- **LONG TERM** centralized capacity at new MOAB/ARCHES WELCOME CENTER at the UMTRA site.

- **SHUTTLE EXPRESS ENTRANCE** to Arches over old stone bridge.

- **SHUTTLE STOPS** and shade structures on US191 and within Arches. Traffic control and crosswalks along US191.

- **EMPLOYEE HOUSING.** Most Springdale/Zion drivers are semi-retirees. Plan must include housing strategy.
REDEPLOY UDOT ARCHES RECREATIONAL HOTSPOT PARKING FUNDING to specifically address this new opportunity to create an Arches/Moab Shuttle. Redeploy $9.7 million.

UDOT has already expressed a willingness to fund the initial study, and will consider redeploying funds once we have consent and consensus from the County and City. (This is separate from the Federally Funded study for Local Transit. Long term, US191 route will include year-round and seasonal schedule)

PARKING LOTS can either be on City/County land, purchased land, or 5/10/15 year leased land. Long term availability of UMTRA site facilitates this approach.

ENTREPRENEURIAL APPROACH. Buy used buses economically and get the system started within two years.
1. MOAB TRANSIT AUTHORITY STUDY COMMITTEE discuss, revise, and approve ARCHES 21 plan today. Achieved.

2. GRAND COUNTY COUNCIL review ARCHES 21 plan and vote to approve asking UDOT to fund and initiate ARCHES 21 study.

3. MOAB CITY review COUNTY approval and concur with UDOT study, and express willingness to redeploy $9.7 million UDOT Recreational Hot Spot Funding to ARCHES 21 plan.

4. NATIONAL PARK SERVICE review COUNTY and CITY approval and concur to participate in UDOT study.
AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
4-16-19

Agenda Item: N

| TITLE: | Approving proposed job description and position for a GIS (Geographic Information System) Specialist |
| FISCAL IMPACT: | Grade 12 ($51,815/ yr or higher depending upon relevant experience) plus benefits, within budget. |
| PRESENTER(S): | Matt Ceniceros - IT Director & GIS Policy Committee Chair & John West- HR Director |

**PREPARED BY:**
Matt Ceniceros
Grand County
IT Director
125 E Center St
435-259-1393
mceniceros@grandcountyutah.net

**FOR OFFICE USE ONLY:**
Attorney Review:

**RECOMMENDATION:**
I move to approve the proposed Job Description and Position for a GIS Specialist at grade 12 and authorize the Chair to sign all associated documents.

**BACKGROUND:**
Due to staff changes in the Recorder’s office, a significant void is left in needed GIS tasking. Currently the Recorder’s office is unable to fulfill new GIS edits to core datasets. This has caused many other rippling effects felt in other offices for various issues. Impacting the situation further, new legislation HB 61, mandates that Counties must upload address information from newly recorded properties to the State within 30 days- currently we are not able to meet that mandate with the current lack of staffing. Also, the Sheriff’s 911 CAD mapping system is in need of someone to perform on-going updates and maintenance. And, the GIS Policy Committee has several projects that could use an in-house specialist. While I have been approved for an IT/ GIS technician for this year, I have held off advertising for that position. I anticipated that a full time GIS position may be needed, and wanted to attempt to get a more appropriate applicant for both GIS and IT needs -assuming the Recorder’s office wouldn’t find a suitable replacement after their GIS staff retired at the end of 2018. The Recorder did attempt to advertise for a chief deputy position, but was unable to find an applicant with appropriate GIS experience. After reviewing with the County Recorder, then with the GIS Policy Committee, I discussed the possibility of revamping the approved IT/ GIS position into two positions, one for IT and a new one for GIS. Effectively consolidating county-wide GIS operations into the IT Department. Both positions would be supervised by me. However the GIS position would have daily duties to the Recorder’s office for newly recorded data. Both the Recorder and the GIS Policy Committee approved this recommendation. We then further consulted with Matrix consulting and they agreed, placing the new position in the current version of the needs assessment. Suggesting that the new GIS position be “funded as soon as possible” Faced with needing to make a decision on what position is needed sooner, I am recommending to utilize the approved budget and revise the IT/ GIS tech position to a GIS Specialist position. I will then be back to the Council in June along with other proposed budget amendments asking for an IT tech position, Grade 7 (or higher depending on experience) plus benefits

**ATTACHMENT(S):**
GIS Specialist Job Description, Excerpt from Needs Assessment & HB 61
Grand County
Job Description

Title: GIS Specialist
Job Code: 
Division: Administration
Effective Date: 
Department: IT Department
Last Revised: 

GENERAL PURPOSE

Perform GIS related tasks that support an enterprise GIS initiative, including editing and maintaining core datasets, such as addressing, parcels, roads and zoning; updating 911 CAD mapping system and facilitate other county-wide GIS projects as determined by the GIS Policy Committee or the IT Director.

SUPERVISION RECEIVED

Works under the direct supervision of the Information Technology Director.

SUPERVISION EXERCISED

None.

ESSENTIAL FUNCTIONS

Performs the updating, editing and maintenance of datasets as needed for the County Recorder’s office, including plats, parcels, roads, zoning, and address points.
Perform technical GIS tasks as required for County-Wide projects and initiatives, including the creation of web apps, data verification & analysis, printed maps, and public safety operations.
Updating and maintaining the ESRI GIS suite of applications using best practices; including ArcGIS for Server and ArcGIS Online.
Internal and external collection and publication of data using GIS software, GPS equipment and other related tools.
Assists County users with GIS-related requests and assists with training in the utilization of the GIS system.
Performs related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:
   
   A. Graduation from college with an associate’s degree in information systems, electronics/computer engineering, programming; systems analysis, networking or related field; AND
   
   B. Two (2) years verifiable GIS experience.
   
   OR
   
   B. An equivalent combination of education and experience.

   Preference given to holders of relevant industry certifications with experience.

2. Knowledge, Skills, and Abilities:
Through Knowledge of the practical use of CAD (computer aided design), GIS Software (ESRI ArcGIS Desktop, ArcGIS Pro,) geospatial database and server environments (ArcSDE, ArcGIS Online, ArcGIS Server), and their respective principals protocols and concepts

Considerable Knowledge of the technical tools and equipment associated with drafting and cartography; mapping scales and their most appropriate use; basic survey practices and procedures; legal documents and terminology; land ownership and division practices; real estate laws; data interpretation related to property descriptions

Some Knowledge of application programming, database administration, system design, web design, graphic design software (Adobe Creative Suite) and Microsoft Office Suite

Considerable Skill in Creating and maintaining CAD drawings, GIS maps, geospatial data and web applications. Interpreting user needs to technical or GIS related solutions. Conducting research on issues and emerging technologies related to job duties. Concise written and oral communication skills plus listening and communicating using tactful conversation

Ability to Understand and utilize a variety of mapping related technologies; plat ownership maps from property descriptions; perform complex mathematical computations; calculate acreage; work independently; provide analytical and problem-solving expertise to complex projects; Prioritize and organize projects and tasks

3. Special Qualifications:

Must pass post-employment offer physical, drug test and background examination. Must be willing to participate in random drug screening. Must complete a 12-month orientation/introductory period. Must possess valid Utah driver license. May be required to obtain a Utah Certified Cadastral Mapper Certificate or class completion certificate.

4. Work Environment:

Duties generally performed indoors in office environment under climate controlled conditions. However, duties may require exposure to potentially dangerous locations such as roadsides, construction zones, service areas and around mechanical equipment. Tasks involve walking, standing, sitting, Talking, hearing and seeing required in the normal course of performing the job. Common eye, hand, finger dexterity required to perform essential functions. Mental application utilizes memory for details, verbal instructions, emotional stability, discriminating thinking and creative problem solving.
### Human Resources Space Needs

<table>
<thead>
<tr>
<th>Item</th>
<th>2019</th>
<th>2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing Office NSF</td>
<td>150</td>
<td></td>
</tr>
<tr>
<td>Staff Projection</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Existing Office NSF / Staff</td>
<td>150</td>
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<tr>
<td>Total Proposed NSF</td>
<td>250</td>
<td>400</td>
</tr>
</tbody>
</table>

1 Record storage

In 2024, a total of 400 NSF is required for the two projected staff and expanded record storage, which requires more than doubling the existing space. This expansion is critical to ensuring that not only internal services are provided in a timely manner to County Departments and employees, but also for records retention purposes.

16. **Information Technology**

The Information Technology Department is responsible for managing the County’s technological hardware and software. The Department oversees all County licenses, devices, tablets, laptops, enterprise software systems, GIS systems, telephone systems, and radios.

1. **Staffing Needs**

Until 2019, the Department has been historically staffed by one full-time permanent position – the Information Technology Department Director.

The IT Director was responsible for maintaining and troubleshooting devices for over 175 active users, surplus of outdated equipment, and acquiring new equipment. If any additional support or specific technical expertise was needed, the IT Director would contract out for those services. The IT Director also received support from a part-time position in the Sheriff’s office specifically for radios used by the Sheriff’s office. In the past, there was a position in the County Recorder’s office that also updates and manages the County’s GIS layers based upon any new property information recorded at the County Recorder’s Office. However, this ability was lost due to staff turnover.

During the 2019 budget process, the IT Director requested support for the Department with the addition of one full-time IT position. The new full-time position has been approved by the County Council. The role of this position would be to oversee the IT Help Desk.
function for the County, troubleshoot any calls initially, set up users in the system, remove any systems from the users, and any other general support to County employees. The generalization of this position, affords the IT Department with greater flexibility in being able to fill the position, but also to respond to the changing needs of County employees.

There are a variety of service level metrics that can be collected for the IT Department, the following table shows the different types of statistics:

**IT Workload Statistics**

<table>
<thead>
<tr>
<th>Metric Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Devices (Desktops, Laptops, Tablets)</td>
<td>195</td>
</tr>
<tr>
<td># of Active Directory Users</td>
<td>175</td>
</tr>
<tr>
<td># of Webpages Maintained</td>
<td>137</td>
</tr>
<tr>
<td># of Email Accounts</td>
<td>175</td>
</tr>
<tr>
<td># of Enterprise Software Systems</td>
<td>3</td>
</tr>
</tbody>
</table>

There are additional intangible elements associated with Information Technology that are not captured in the table above, such as server space, connectivity, cybersecurity, and other element, which the IT Department currently contracts for with different third-parties. There is an efficiency factor to contracting those services rather than providing it through permanent in-house positions, as these are highly specialized functions that do not require a full time presence.

As the table indicates there is quite a bit of workload associated with IT services. The two position staffing for the IT Department seems appropriate for a small county such as Grand County. The more generalized IT Technician position would provide initial and basic troubleshooting and support to County Departments, while the IT Director would manage the contracts as well as develop and maintain the County’s strategic plans and priorities as it relates to ensuring that the County stays up-to-date with technological trends.

As this is primarily an internal support function, the staffing implications for the Department depends on the projected increases in staffing for other County Departments. The total number of full-time employees for the County are approximately 145.8. Utilizing the ratio of 2 IT employees to 145.8 total County employees, the percentage of IT employees of the overall county workforce is approximately 1.4%. However, if we add in the support of the part-time radio position in the Sheriff’s office, it equates to almost three full-time IT employees, which brings the ratio to 2.1% of total County employees. Based upon the project team’s experience, most internal IT departments are staffed at a ratio of 2-3% of total County employees. Therefore, the County is sufficiently staffed at two full-time employees in IT, with support from County Recorder and County Sheriff’s office. Once the County crosses 150 full-time employees, the ratio of IT to County employees will drop below the 2% threshold. As such, there will be the need to expand the current IT capabilities by hiring a part-time support position. Based upon the forecasted staffing
needs assessment it is the project team’s recommendation that by 2024, a part-time IT Technician position should be added to support the approximately 22 additional employees being projected.

By 2024, the County will have significantly expanded its existing technological uses and there will be the need for additional part-time support to supplement the existing staff allocation. The addition of this position will also allow for some upward mobility for the current authorized IT Technician position, to gain further specialized skills, support certain heavy IT users more specifically (i.e. Sheriff’s office, community development, building, etc.), and provide supervision to the part-time IT Technician.

During the course of this project, staff turnover in the Recorder’s Office created a void related to completing their GIS functions. Due to this void and the continued integration of GIS and other data throughout the County, the GIS Policy Committee desired to consolidate all GIS functions into one position. The GIS Policy Committee recommended the position of GIS Manager to oversee the County’s GIS efforts. This centralization of GIS will provide a higher level of service to all County departments / office, County Council, and the public. This position is needed as soon as possible to ensure GIS layers related to the Recorder’s Office is maintained.

Many public entities have a consolidated GIS department as part of Information Technology, while allowing access to GIS servers to various staff members as required. However, the maintenance of the base layers and server is administered by the GIS Manager. The project team recommends a GIS Manager report to the Information Technology Director in the 2020 budget.

**Recommendation:**

**In 2024, the IT department should expand its existing staffing to add a part-time IT Technician position. This position should be a generalist and provide support for basic troubleshooting, help desk, and registering County employees as users in the system.**

The position of GIS Manager should be funded as soon as possible to allow for the continuation of GIS services at current levels. The GIS Manager would report to the Information Technology Director.

2. **Space Needs**

Information Technology requires dedicated office and server space. For the purposes of space planning, the project team developed space needs for staff, storage, and the main server room. It should be noted that network space outside of the main server room in other facilities will be incorporated into the mechanical or building gross square footages for those facilities as required. The following table presents the space needs for
(D) canal safety.

(e) The land use authority shall provide the notice described in Subsection (2)(d) to a canal owner or associated canal operator if:

(i) the canal's centerline is located within 100 feet of a proposed subdivision; and

(ii) the centerline alignment is available to the land use authority:

(A) from information provided by the canal company under Section 10-9a-211, using mapping-grade global positioning satellite units or digitized data from the most recent aerial photo available to the canal owner or associated canal operator;

(B) using the state engineer's inventory of canals under Section 73-5-7; or

(C) from information provided by a surveyor under Subsection [(4)] [(5)](c).

(3) The municipality may withhold an otherwise valid plat approval until the owner of the land provides the legislative body with a tax clearance indicating that all taxes, interest, and penalties owing on the land have been paid.

(4) (a) Within 30 days after approving a final plat under this section, a municipality shall submit to the Automated Geographic Reference Center, created in Section 63F-1-506, for inclusion in the unified statewide 911 emergency service database described in Subsection 63H-7a-304(4)(b):

(i) an electronic copy of the approved final plat; or

(ii) preliminary geospatial data that depict any new streets and situs addresses proposed for construction within the bounds of the approved plat.

(b) If requested by the Automated Geographic Reference Center, a municipality that approves a final plat under this section shall:

(i) coordinate with the Automated Geographic Reference Center to validate the information described in Subsection (4)(a); and

(ii) assist the Automated Geographic Reference Center in creating electronic files that contain the information described in Subsection (4)(a) for inclusion in the unified statewide 911 emergency service database.

[(4)] [(5)] (a) A plat may not be submitted to a county recorder for recording unless:
AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
APRIL 16, 2019

Agenda Item: O

| TITLE: | Approving Right-of-Way (ROW) grant to construct a turnaround area for emergency vehicles responding to the Mill Creek Power dam area |
| FISCAL IMPACT: | $0.00 |
| PRESENTER(S): | Bill Jackson, Road Supervisor |

RECOMMENDATION:
I Move to approve Right-of-Way (ROW) grant to construct a turnaround area for emergency vehicles responding to the Mill Creek Power dam area, and authorize the Chair to sign all associated documents.

BACKGROUND:
The Right of Way grant authorizes Grand County to construct a turnaround area for emergency vehicles responding to the Mill Creek Power dam area.

ATTACHMENT(S):
   1. Right-of-Way grant
In Reply Refer To:
2800 (LLUTYO1200)
UTU-94072

CERTIFIED MAIL 7018 0680 0001 3074 3097  RETURN RECEIPT REQUESTED

Grand County
Attn: Bill Jackson
125 E. Center Street
Moab, Utah 84532

Dear Mr. Jackson:

Enclosed are two copies of an unsigned right-of-way (ROW) grant (Form 2800-14) to construct, operate, maintain, and terminate an emergency vehicle turnaround in Moab, Utah; serial number UTU-94072. The ROW grant authorizes Grand County to construct a turnaround area for emergency vehicles responding to the Mill Creek powerdam area. Please review the document and if it meets with your approval, sign both copies of the grant and return to the address shown on the letterhead. Upon our receipt of the signed documents we will issue the ROW grant, absent any other unresolved issues.

As a local government, Grand County is exempt from paying processing and monitoring fees, and rental under 43 CFR 2804.16(a) and 43 CFR 2806.14(a)(2). Please return both signed copies of the grant within 30-days from receipt of this letter. Please be aware that you may not conduct any activities related to your ROW on public land until you have received the authorized grant from this office.

If you have any questions, please contact Lisa Wilkolak, Realty Specialist, at (435) 259-2122 or lwilkolak@blm.gov.

Sincerely,

[Signature]
Authorized Officer

Enclosure

2. Nature of Interest:
   a. By this instrument, the holder:
      Grand County
      125 E. Center Street
      Moab, Utah 84532
      receives a right to construct, operate, maintain and terminate an emergency vehicle turnaround on the following described public lands:
      Salt Lake Meridian,
      T. 26 S., R. 22 E., sec. 8, lot 3.

   b. The right-of-way granted herein is approximately 20 feet wide, 175 feet long, and contains 0.10 acres, more or less.

   c. This instrument is issued in perpetuity as long as the right-of-way continues to be used for the authorized purpose.

   d. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:
   As specified in 43 CFR 2806.14 the right-of-way is rental exempt.
4. Terms and Conditions:

a. This grant is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.

b. The right-of-way is issued subject to prior valid existing rights.

c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way granted herein may be reviewed at any time deemed necessary by the authorized officer.

d. The map, set forth in Exhibit A and attached hereto, is incorporated into and made a part of this grant instrument.

e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant shall constitute grounds for suspension or termination thereof.

f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

g. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

h. All survey monuments, witness corners, reference monuments and bearing trees must be protected against destruction. Any damaged or obliterated markers must be re-established in accordance with accepted survey practices at the expense of the holder.

i. The holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.

j. To protect soils and water quality, the holder will:
   1) berm up creek side with fill material;
   2) allow the existing channels to process water;
   3) keep sediment on site and prevent downstream flow and gullying.

k. The holder shall contact the authorized officer 90 days prior to termination of the right-of-way to agree to an acceptable termination (and rehabilitation) plan.

l. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. To prevent introduction and/or spread of noxious weeds, all vehicles and equipment will be washed before entering the project site. The holder will consult with the Authorized Officer for planning acceptable weed control measures on all
noxious weed infestations within the limits of the right-of-way. The use of pesticides shall comply with Federal and state laws governing their proper use, storage and disposal, and any limitations imposed by the Secretary of the Interior.

m. The holder of right-of-way UTU-94072 agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 et seq. or the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq.) on the right-of-way (unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way. This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant.

________________________________________  __________________________________________
Signature of Holder  Authorized Officer

________________________________________  ________________________________
Title  Effective Date of the Grant
To Our Fellow Elected Officials,

As we continue to better plan and prioritize as a county, we believe there remains an opportunity to enhance communication and collaboration between our offices. Many counties in the state utilize monthly or weekly meetings between all elected officials. We would like to organize a similar occurrence for Grand County. These meetings are intended to be informal and casual. We intend for these meetings to be informal and absent an agenda.

Some counties organize breakfasts, lunches, or just morning coffee. Our administrators office will be reaching out soon to solicit interest and ideas for these meetings.

Thank you for your service and we look forward to becoming better connected on a more regular basis.

Sincerely,

The Grand County Council
To the Honorable Commissioners of San Juan County,

It is with great anticipation in the budding potential of our region that we write you today. Grand and San Juan counties have a long and storied history of working together to achieve shared goals. Southeastern Utah has established itself as a world famous destination and a primary asset for the state of Utah. While the benefits from the increase of national and international attention are evident, we face many challenges moving forward.

We believe an opportunity between our two governing entities to formally explore and collaborate is in the best interest of our region. The Grand County Council would like to formally invite the San Juan County Commission to join us in hosting a joint meeting to the benefit of the citizens of southeastern Utah. We look forward to hearing back from you in the coming weeks and hope to schedule this meeting for the week of June 10th or 17th. Our staff will be in touch regarding scheduling, the agenda, and a location for the meeting.

Sincerely,

Evan Clapper  
Grand County Council Chair
Adopting proposed resolution approving a Conditional Use Permit (CUP) for Ballard RV Park Expansion located at Highway 94 & Nutter Avenue in Thompson, Utah

FISCAL IMPACT: N/A

PRESENTER(s): Community and Economic Development Staff

STATED MOTION:
Move to adopt proposed resolution approving a Conditional Use Permit (CUP) for Ballard RV Park Expansion located at Highway 94 & Nutter Avenue in Thompson, Utah, and authorize the Chair to sign all associated documents.

STAFF RECOMMENDATION:
Review and consider application materials provided related to the proposed Ballard RV Park Expansion (Conditional Use Permit). Staff recommends the County Council approve with the following conditions:

- Establish no noise hours from 10:00 p.m. to 6:00 a.m.
- Establish a no fire policy
- Provide a landscaping and screening plan in accordance with Section 6.4 of the LUC

*Note: This campground established a vested application prior to the enactment of Ordinance 586 prohibiting applications for new accommodations based development for a six-(6)-month period.

BACKGROUND:
See staff report attached.

ATTACHMENT(s):
- Staff Report
- Proposed Resolution
- Conditional Use Application
- Plan Set
- Applicant Statement
- Title Report
- Public Waste Water Treatment System Design
- Will Serve Water
- Letter from Jeff Pillus (Engineer)
- Utah Administrative Code – Rule R392-301 Recreational Vehicle Park Sanitation
STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT
GRAND COUNTY

DATE: April 16, 2019
TO: Grand County Planning Commission
SUBJECT: Conditional Use Permit

PROPERTY OWNER
Mr. Walter Williams

PROP. OWNER REP.
SET Engineering, LLC, Attn: Mr. Jeff Pillus

ENGINEER
SET Engineering, LLC

PROPERTY ADDRESS
1309 East 3rd Avenue, #21

SIZE OF PROPERTY
6.98 acres

EXISTING ZONE
Highway Commercial (HC)

EXISTING LAND USE
N/A (Vacant Lot)

ADJACENT ZONING AND LAND USE
Highway Commercial (HC)

APPLICATION TYPE
Conditional Use Permit

SUMMARY OF REQUEST
The subject property is 6.98 acres located at Highway 94 and Nutter Ave., Thompson, UT. The Ballard RV Park Expansion will be comprised of 35 new full RV hookup spaces.

SITE IMPROVEMENTS / ADDITIONS / CHANGES
The Ballard RV Park Expansion includes 35 new full hookup spaces with associated road and utility extensions. The Park currently includes 31 full hookup spaces. As directed by the water authority, a new water meter will be installed to accommodate the expansion. The Thompson Special Service District has provided a will serve letter stating that adequate water is available to serve the project. The existing septic system will be replaced with a newly constructed and larger system to meet State health requirements. All new and existing sites will be served by the new system.

APPLICATION PROCEDURE
☐ Administrative
☐ Legislative
☒ Public Hearing at
   ☑ Planning Commission
   ☐ County Council

☒ Public Meeting at
   ☑ Planning Commission
   ☐ County Council

ATTACHMENTS
☐ Approval Letters
☐ Site Plan
☐ Landscape Plan
☐ Vicinity Map
☐ Legal Notice
☐ Legal Description
☐ Public Comments
☐ Agency Comments
☐ Response to Standards
☒ Other:
  Application, Plan Set, Application Statement, Title Report, & Application Fee.
Staff recommends the Planning Commission condition approval on the following:
Establish no noise hours of 10:00 p.m. to 6:00 a.m.
Establish a no-fire policy
Provide landscaping and screen in accordance with Section 6.4
3.2.3 Commercial Use Standards L. Recreational Vehicle/Travel Trailer Park

Recreational vehicle/ travel trailer parks shall comply with the following standards

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

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

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

   No cabin or tent spaces are proposed.

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

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

   Thompson Special Service District has provided a will serve letter stating that adequate water is available to serve the project.
   The existing septic system will be replaced with a newly constructed and larger system to meet State health requirements. All new and existing sites will be served by the new system.

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

   Each space is served by full service water and sewer hook-ups. At the February 26 Planning Commission meeting, the Commission directed staff to work with the Applicant to ensure this requirement is met. Staff has further researched this requirement and has found that recent RV Parks & CUPs (Seven Mile RV Park & KOA expansion) have been granted approval with the understanding that this rule was only being applied to tent style camping spots (not having water and sewer hook-ups). The Southeastern Utah Health Inspector has also suggested to staff that the provisioning of water and sewer hook-ups should be sufficient. Staff will likely propose a code amendment in conjunction with the ordinances to come out of the moratorium process that clarifies this point. Confirmed

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

   The Applicant is not proposing any landscaping or screening. Staff recommends Planning Commission condition approval upon the developer committing to a landscaping or screening plan in accordance of Section 6.4.

8. One (1) tree of a species suitable for the area shall be provided for each 2 spaces, and shall be located in close proximity to those spaces. (Existing trees on the site may be used to satisfy this requirement.)

   Confirmed.

9.11.6 Conditional Use Permit Considerations

A. Effect on Environment

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

   Staff believes the location, size, design and operation characteristics of the proposed use shall not be detrimental to the health, welfare, and safety of the surrounding occupants.

   Continued on next page.
B. Compatible with Surrounding Area
The proposed site plan, circulation plan and schematic architectural designs shall be complementary with the character of the surrounding area with relationship to scale, height, landscaping and screening, building coverage, and density.

The proposed development expands an existing campground. Staff believes it fits with the character of the vicinity.

C. External Impacts Minimized
The proposed use shall not have negative impacts on existing uses in the area and in the county through the creation of noise, glare, fumes and odors, dust, smoke, vibration, fire hazard, excessive light, or other injurious or noxious impact. The applicant shall provide adequate mitigation responses to these impacts.

Confirmed.

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

Confirmed.

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

See next text box.

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

Sufficient

COMPATABILITY WITH GENERAL PLAN

Staff believes the proposed subdivision is supported by the General Plan.

Chapter 3.2 (Vision: Recreation and Access), Goal 1, Strategy E - Encourage development proposals that include dedication of easements that maintain access through historic corridors and to public lands and connect to existing and planned trails.
COMPATABILITY WITH LAND USE CODE (ZONING)

The subject property is zoned Highway Commercial (HC). RV Parks are a permitted use within the HC zone. Staff has reviewed the subject application and finds it compliant with the pertinent Land Use Code.

LAND USE CODE REFERENCE SECTIONS

Section 3.1 Use Table

<table>
<thead>
<tr>
<th>Use Category</th>
<th>Specific Use</th>
<th>RESIDENTIAL</th>
<th>NONRESIDENTIAL</th>
<th>Use-Specific Standards</th>
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</thead>
<tbody>
<tr>
<td>Dude ranch or destination resort</td>
<td>C</td>
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<td>3.2.3F</td>
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<tr>
<td>Hotel or motel</td>
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<tr>
<td>Recreational vehicle parks and campgrounds</td>
<td>C C C</td>
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<td>3.2.3L</td>
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<tr>
<td>Residential units used for overnight accommodation</td>
<td>P P P P</td>
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<td>3.2.3M</td>
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<tr>
<td>All other overnight accommodation uses</td>
<td></td>
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<td>4.6.4</td>
</tr>
</tbody>
</table>

Section 3.4.7 Residential Use Categories.

PROPERTY HISTORY

The Ballard RV Park is proposed expansion of an existing campground onto vacant lots. The application for the proposed expansion vested prior to the County’s recently adopted six-month moratorium.
RESOLUTION _________ 2019

A RESOLUTION OF THE GRAND COUNTY COUNCIL
APPROVING A CONDITIONAL USE PERMIT FOR
BALLARD RV PARK EXPANSION

WHEREAS, Walter Williams, (Applicant) is the property owner and project developer of Parcel No. 07-0021-0072 located in Grand County, Utah;

WHEREAS, the property consists of approximately 7.01 acres of undeveloped land located at 58 E. Milton Ave., in Grand County, Utah;

WHEREAS, the subject property is zoned Highway Commercial (HC) as more specifically described in the LUC;

WHEREAS, the Applicant has submitted a conditional use permit application for a Recreational Vehicle Park and Campground to include RV full hook-up spaces and associated road and utility extensions;

WHEREAS, the Applicants have met the requirements of the LUC for the HC zone district, the Conditional Use Permit criteria, as well as the use-specific standards for Recreational Vehicle Parks and Campgrounds, as submitted;

WHEREAS, the Grand County Planning Commission reviewed the subject application in a public meeting on March 12, 2019 and recommended approval to the County Council with the following conditions:

1. Establish no noise hours from 10:00 p.m. to 6:00 a.m.
2. Establish a no fire policy
3. Provide a landscaping and screening plan in accordance with Section 6.4 of the LUC;

WHEREAS, due notice was given that the County Council would meet to hear and consider this application in a public hearing on April 2, 2019; and

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

NOW THEREFORE BE IT RESOLVED, that the Grand County Council hereby approves the Conditional Use Permit for the Ballard RV Park Expansion as illustrated on the Site Plan dated September 25, 2018 from SET Engineering, L.L.C., attached as Exhibit "A" with the following conditions:

1. Establish no noise hours from 10:00 p.m. to 6:00 a.m.
2. Establish a no fire policy
3. Provide a landscaping and screening plan in accordance with Section 6.4 of the LUC;

APPROVED by the Grand County Council in open session this 16th day of April, 2019 by the following vote:

Those voting aye: ____________________________________________
Those voting nay: ____________________________________________
Absent: ____________________________________________

ATTEST

Chris Baird, Clerk/Auditor

Grand County Council

Evan Clapper, Chairman
CONDITIONAL USE APPLICATION
Grand County Courthouse: 125 E. Center St. Moab, UT 84532; Phone: (435)259-1343

FOR OFFICE USE ONLY
Date of Submittal: ___________ Conditional Use Processing Fees: $550.00
Submittal Received by: ___________ Amount Paid: ___________ Fees Received by: ___________

CONTACT INFORMATION
Property owner: Mr. Walter Williams
Address: ___________
Phone: ___________ cell: ___________ fax: ___________
Email address: ___________

Engineer: SET Engineering, LLC Attn: Jeff Pillus
Address: 1309 East 3rd Ave, Durango, CO 81301
Phone: 865-250-8061 cell: __________________ fax: __________________
Email address: wwinc57@gmail.com

Property owner representative: SET Engineering, LLC, Attn: Mr. Jeff Pillus
Address: 1309 East 3rd Avenue, #21
Phone: 970-759-8129 cell: __________________ fax: __________________
Email address: jeffp@setengineering.com

PROJECT INFORMATION
Project name: Ballard RV Park Expansion
General location of the property: Hwy 94 and Nutter Ave., Thompson, Utah
Size of the subject property: +/- 7 acres ___________ acres
Current Zoning: Highway Commercial ___________ district

REQUIRED SIGNATURES (or attach letter of approval by the agency)
Moab Valley Fire Department ____________________________
Grand County Road Supervisor or UDOT ____________________________
Grand Water and Sewer Service Agency ____________________________
Rocky Mountain Power ____________________________
FEMA Floodplain Adm. ____________________________ (provide map of site)
SUBMITTAL REQUIREMENTS

Conditional Use Permit applications shall contain, at a minimum, the following supporting materials through the approval process according to the following submittal schedule:

1. APPLICATION SUBMISSION. Two complete sets of all supporting materials shall be submitted with this application. These complete sets may require engineering plans, which may include two large (24” x 36”), two small (11” x 17”) sets of all plans and submitted electronically. (Check with Planning Department)

2. PRIOR TO MEETING. Revised sets of plans shall be submitted prior to the application being placed on a Planning Commission /County Council meeting. (Check with Planning Department)

3. POST MEETING. If the revised sets of plans are not approved as submitted two corrected sets of plans both large and small shall be submitted that comply with the Planning Commission’s approval.

[X] Site Plan (& Survey if applicable). The applicant shall submit a site plan (and certified survey if applicable) of the proposed land area. The site plan shall require, at a minimum, the following information:

1. Subject land area acreage;
2. Adjacent uses and predominant uses in the vicinity;
3. Existing zoning designation within 100 feet of the exterior boundary of the parcel;
4. Drives, streets, and rights-of-way; (LUC Sec. 6.2)
5. Easements;
6. Landscaping and screening; (LUC Sec. 6.4)
7. Location and dimensions of structures and signs; (LUC sign regulation Sec. 6.5)
8. Typical elevations of such buildings;
9. Access ways, including points of ingress, egress;
10. Topography; and
11. Specific areas proposed for specific types of land use.

Additional information required for Site Plan review if there is new construction or occupancy changes.

1. Parking; (LUC Sec. 6.1)
2. Sidewalks and trails;
3. Fences and walls; (LUC Sec. 6.3)
4. Location and type of lighting; (LUC Sec. 6.6)
5. Building elevations;
6. Any areas in a natural drainage or the 100 year floodplain; (LUC Sec. 6.7 and 6.8)
7. Any areas with slopes in excess of 30 percent;
8. Existing and proposed easements, areas proposed for public dedication.
9. Compatibility Standards (LUC Sec.6.10)

*A drainage plan shall be required if proposing installation of more than 7,000 square feet of impervious area.

[X] Applicant Statement. A written statement by the Applicant explaining the rationale for the conditional use request relative to the Conditional Use Criteria imposed by Sec 9.11.6, Grand County LUC and the Use Specific standards for the proposed use. In making its determination, the County Council shall consider the recommendation of the Planning Commission, staff reports, and the written and oral testimony presented, and the following criteria:
Sec. 9.11.6 Conditional Use Criteria:

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

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

C. **External Impacts Minimized**
   The proposed use shall not have negative impacts on existing uses in the area and in the county through the creation of noise, glare, fumes and odors, dust, smoke, vibration, fire hazard, excessive light, or other injurious or noxious impact. The applicant shall provide adequate mitigation responses to these impacts.

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

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

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

**X Use-specific Standards.** Check with the Planning Office for information regarding the use specific standards required for the proposed use you are requesting.

**X Title Report.** A preliminary title report from a licensed title company or attorney listing the name of the property owner(s) and all liens, easements and judgments of record affecting the subject property, and of the preliminary plat.

**X Posting.** The applicant is responsible for posting a sign noticing the public hearings (please see attached for a reduced size template and requirements). The applicant is responsible for wind and water proofing the sign as well as placing it in a prominent place on the land area proposed for subdivision with a notice of the hearing at least 10 days prior to the public hearings.

**X Application Fee.** The process / filing fee of $550.00 shall be paid in full – additional engineer fees may apply.

**Hand delivered, 10/9/2018**

**X Operating Data & Evaluation.** Any and all information, operating data and expert evaluation necessary to clearly explain the location, function and characteristics of any building or use proposed;

See attached Narrative

**APPLICANT CERTIFICATION**

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete and accurate to the best of my knowledge. I certify that if I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me with respect to this application. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Grand County may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the Grand County Land Use Code and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. Additionally, I have reviewed and understand the section from the Consolidated Fee Schedule and hereby agree to comply with this resolution. I also agree to allow the Staff, or County appointed agent(s) of the County to enter the subject property to make any necessary inspections thereof.

Property Owner's Signature: **Walter M. Williams** Date: **10-5-18**
General Notes:

1. All items listed in these notes are incidental to the project and will not be paid for separately unless noted in and/or a specific item is listed in the bid tabulation.

2. The contractor shall have in his possession at all times one signed copy of plans and specifications which have been approved by the appropriate agencies.

3. All materials and workmanship shall be in accordance with the applicable standards (see list below). The contractor must have a copy of these documents on site at all times. The contractor shall also provide a unit price for cubic yards of 1'' ABC with their bid.

4. The contractor is responsible for obtaining all required permits prior to the commencement of any work on the project and/or work in the public right-of-way.

5. The contractor shall be responsible for notifying the owner/developer of any problems in conforming to the approved plans for any element of the proposed improvements prior to its construction.

6. The developer shall be responsible for resolving construction problems that arise during construction activities due to changed conditions or design errors encountered by the contractor during the progress of any portion of the proposed work. If in the opinion of an agency inspector or the owner's representative, the modifications to the approved plans proposed by the developer involve significant changes to the character of the work or to future contiguous public or private improvements, the developer shall be responsible for submitting revised plans to the appropriate agencies for approval prior to any further construction related to that portion of the work.

7. The contractor shall be responsible for preparing project "record drawings" for the applicable standards (see list below). The contractor shall also provide one copy each to the owner, engineer, and any other appropriate agencies prior to final acceptance of the work.

8. The contractor shall be solely and completely responsible for conditions at and adjacent to the site including safety of all persons and property during performance of the work. This requirement shall apply continuously and may not be limited to normal working hours.

9. Survey information is provided by Red Desert Land Surveying. The vertical datum is NAVD 1988. The contractor shall be responsible for verifying all information/locations identified on these plans prior to construction.

Incident Damage:

10. The contractor shall repair or replace any public or private improvements, in kind, that were removed or damaged during construction including but not limited to: residential services, sign, water lines, sewer lines, storm drains, etc.

11. The contractor shall repair or replace existing landscaping, in kind, that was removed or damaged during construction. The contractor shall guarantee said landscaping for one year after the final acceptance of the construction.

12. The contractor shall reject all survey monuments disturbed during construction within 48 days of project completion.

13. Any construction debris or mud tracking in the public right-of-way shall be removed immediately by the contractor.

14. The contractor shall pay for damage or excessive pavement failures outside of the project limits caused by project construction and shall properly backfill the affected area. Necessary repairs are complete failure by the contractor to correct any of the above conditions within public rights-of-way within 48 hours of written notice by the inspecting agency shall cause the inspecting agency to issue a stop work order. At this time, the agency may perform the corrective work and make a claim against the escrow bond for any cost incurred by the agency.

Inspections and Material Testing:

15. The contractor is responsible for coordinating with the inspecting agencies, agency inspectors, and owner's representatives regarding material testing and inspection procedures. Any required re-testing, re-work, or delays resulting from the failure of the contractor to follow the appropriate procedures shall be at the contractor's expense.

16. The duty of the agency representatives, owner, or owner's representatives to conduct construction review of the contractor's performance is not intended to include review of the adequacy of the contractor's safety measures in or, on, or near the construction site.

Roadway Reconstruction:

17. The contractor shall provide all materials for roadway reconstruction. The contractor shall provide a unit price for cubic yards of 1'' ABC with their bid.

18. The contractor shall prepare all lights, signs, barricades, flags, or other devices necessary to provide for public safety in accordance with the current manual of uniform traffic control devices.

19. All excavations, manholes, valve covers, and survey monuments shall be furnished in a neat and clean condition. The contractor shall also provide a list of all cleaning crew, including names, phone numbers, and vehicle information for review only.

20. A water truck, if called for by an agency inspector or owner's representative, will be provided to keep wind erosion in check.

21. Any settlement or soil accumulation beyond the property limits due to grading or erosion shall be repaired immediately by the contractor.

Utilities:

22. The contractor is responsible for coordinating with utility providers and approving agencies for any planned interruption of utility services such as electrical, telephone, water, sewer, gas, etc.

23. The contractor shall provide trench backfill material and compaction of backfill standards. If in the opinion of the agency or owner's representative the excavated material is not satisfactory for use as backfill, the contractor shall provide a unit price for cubic yards of 1'' ABC with their bid.

24. The contractor shall also provide a unit price for cubic yards of 1'' ABC with their bid.

25. The contractor shall contact the appropriate agencies for the location of underground gas, electric, telephone, fiber optic, cable TV, and any other public or private utilities at least two (2) full business days prior to commencement of construction.

26. Existing utility locations and depths shown on these plans are approximate and all existing may not be shown. The contractor shall be responsible for verifying crossings and depths prior to construction.

Approving Agencies:

- Grand County, Utah
- Grand Water & Sewer Service Agency

Applicable Standards:

- 2012 International Building Code
- Grand Water & Sewer Service Agency Construction Standards
- American Public Works Association Manual of Standards

For Review Only

Not for Construction
SITE PLAN NOTES:
1. PROVIDE CURVING GRANULAR DRIVE TO MATCH EXISTING GRAVEL DRIVE.
2. MAINTAIN EXISTING FENCE WHERE POSSIBLE, REPAIR REPLACE DAMAGED OR REMOVED FENCE TO MATCH EXISTING FENCE.

OBEDIENT FAMILY TRUST 07-021-0137
ZONE RG

ZONE LI

ONE TREE MINIMUM PER TWO SITES (TYP)
EXISTING BALLARD RV PARK

EXISTING 10" CULVERT

EXISTING EDGE OF GRAVEL

EXISTING RIDGE OF GRAVEL

CONNECT TO EXISTING GRAVEL ROAD

CONNECT TO EXISTING GRAVEL ROAD

PROPOSED EDGE OF GRAVEL

EXISTING RIDGE OF GRAVEL

EXISTING EDGE OF ASPHALT

EXISTING EDGE OF GRAVEL

EXISTING BALLARD RV PARK

CONNECT TO EXISTING GRAVEL ROAD

CONNECT TO EXISTING GRAVEL ROAD

EXISTING 10" CULVERT

EXISTING EDGE OF ASPHALT

EXISTING EDGE OF GRAVEL

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WATER LINE NOTES:
1. WATER CONNECTIONS SERVING SITES SHALL BE AT LEAST 4 INCHES ABOVE THE SURROUNDING SURFACE ELEVATION AND SHALL BE SEPARATED AT LEAST 1 FOOT FROM THE CENTERLINE OF THE ROADWAY.
2. WATER SERVICE LINES SHALL BE CONNECTED TO THE ROUGH CENTER OF THE ROADWAY. AT ALL POINTS WHERE WATER SERVICE LINES EXTEND BEYOND THE FACE OF THE ROADWAY, THERE SHALL BE A WATER LINE VALVE PLACEMENT. A VALVE CLEANOUT PLACEMENT SHALL BE PLACED ON AN UNDISTURBED AREA LOCATED AT ONE SIDE OF THE COMMON TRENCH.
3. A MINIMUM OF TWO WATER LINE VALVES SHALL BE PLACED AT APPROXIMATELY 50 FT INTERVALS AND INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THE UTAH PLUMBING CODE.
4. WATER CONNECTIONS SERVING SITES SHALL BE 1 DOWNTOWN AND 1 CONNECTION PER SITE.
5. A SEWER SERVICE VALVE PLACEMENT SHALL BE PLACED ON AN UNDISTURBED AREA LOCATED AT ONE SIDE OF THE COMMON TRENCH.
6. A MINIMUM OF TWO SEWER LINE VALVES SHALL BE PLACED AT APPROXIMATELY 50 FT INTERVALS AND INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THE UTAH PLUMBING CODE.

SEWER LINE NOTES:
1. SEWER SERVICE SHALL BE MADE AVAILABLE TO EACH DESIGNATED SPACE DESIGNED AND INTENDED TO ACCOMMODATE THE SITE SERVICES. SEWER SERVICE LINES SHALL BE 1 INCH AND 1 CONNECTION PER SITE.
2. SEWER SERVICE LINES SHALL BE CONNECTED TO THE ROUGH CENTER OF THE ROADWAY. AT ALL POINTS WHERE SEWER SERVICE LINES EXTEND BEYOND THE FACE OF THE ROADWAY, THERE SHALL BE A SEWER LINE CLEANOUT PLACEMENT. A SEWER LINE VALVE PLACEMENT SHALL BE PLACED ON AN UNDISTURBED AREA LOCATED AT ONE SIDE OF THE COMMON TRENCH.
3. A MINIMUM OF TWO SEWER LINE VALVES SHALL BE PLACED AT APPROXIMATELY 50 FT INTERVALS AND INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THE UTAH PLUMBING CODE.
4. SEWER CONNECTIONS SERVING SITES SHALL BE AT LEAST 4 INCHES ABOVE THE SURROUNDING SURFACE ELEVATION AND SHALL BE SEPARATED AT LEAST 1 FOOT FROM THE CENTERLINE OF THE ROADWAY.
5. SEWER SERVICE LINES SHALL BE CONNECTED TO THE ROUGH CENTER OF THE ROADWAY. AT ALL POINTS WHERE SEWER SERVICE LINES EXTEND BEYOND THE FACE OF THE ROADWAY, THERE SHALL BE A SEWER LINE VALVE PLACEMENT. A VALVE CLEANOUT PLACEMENT SHALL BE PLACED ON AN UNDISTURBED AREA LOCATED AT ONE SIDE OF THE COMMON TRENCH.
6. A MINIMUM OF TWO SEWER LINE VALVES SHALL BE PLACED AT APPROXIMATELY 50 FT INTERVALS AND INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THE UTAH PLUMBING CODE.

WASTEWATER LINE EXTENSIONS FOR FUTURE PHASE:
- Install 6" PVC water main and 6" PVC sewer main in common trench. See C-501 for details.
- Connect to primary septic tank. See septic system plans for details (I = 5123.82).
- Install cleanout I = 5124.15.
- Proposed leach field location. Septic system to be designed and permitted by others.
- Install cleanout I = 5123.24.
- Install cleanout I = 5123.19.
- Install cleanout I = 5124.10.
- Install cleanout I = 5123.00.
- Install cleanout I = 5124.00.
PLAN NO. C501
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

TYPICAL SITE WATER SERVICE
SCALE: NTS

TYPICAL SITE UTILITY CONNECTION DETAIL
SCALE: NTS

TYPICAL UTILITY TRENCH DETAIL
SCALE: NTS

CLEANOUT DETAIL
SCALE: NTS

SEWER SERVICE DETAIL
SCALE: NTS

FOR REVIEW ONLY
NOT FOR CONSTRUCTION
October 8, 2018

Grand County Planning Department  
Attn: Mr. Kenny Gordon, Planner  
125 East Center Street  
Moab, Utah 84532

Re: Ballard RV Park Expansion, Conditional Use Permit Application Narrative

Dear Mr. Gordon:

We are submitting this Conditional Use Application to allow the addition of 35 full service RV spaces at the Ballard RV Park in Thompson Springs. We are sending the attached Conditional Use Application Form and Preliminary engineering plan set for review and consideration at the upcoming DRT meeting. Additional background information is provided below.

General Information:
The proposed expansion includes the addition of 35 new full hookup RV spaces with associated road and utility extensions. The spaces will be served by gravel roads of adequate width and turning radii to accommodate larger RVs. All new spaces will be full service with water, sewer, and power provided.

Water:
As directed by the water authority, a new water meter will be installed to accommodate the expansion. Lines from the meter are sized to accommodate the additional spaces and looped to provide operational flexibility and fresh water. The Thompson Special Service District has provided a Will Serve letter stating that adequate water is available to serve the project.

Sewer:
The existing septic system will be replaced with a newly constructed and larger system to meet State health requirements. All new and existing sites will be served by the new system. Soil testing has been completed for the septic system and it is currently in the final design stages and permitting through the State. A copy of the Engineering Report is attached.

Access:
One additional access will be added to Highway 94. The access is being coordinated with UDOT. Internal roads will be looped and connected to the existing roads to allow internal circulation without driving onto the highway. Wheel tracking models were developed to ensure adequate turning radii are provided for maneuvering.
Drainage:
Thompson lies outside of the jurisdiction of the Spanish Valley Drainage Criteria, therefore no detention is required by code. However, the site is designed to allow for maximum infiltration in landscaped areas. Historic drainage patterns are generally followed, and offsite runoff is collected and directed to the arroyo on the southeast side of the site. Excess runoff from the site will sheet flow off the site to the southwest following historic drainage patterns.

Please feel free to contact us with any questions on the project. Thank you for your time and consideration in this matter.

Sincerely,

[Signature]

Jeff Pillus, PE
Principal
SET Engineering, LLC

Attachments: Conditional Use Permit Application, Preliminary Engineering Plan Set, Septic System Engineering Report, Thompson Special Service District Will Serve Letter
SCHEDULE A

REPORT ONLY No: 59,646-G

Any and all liability is limited to the fee paid for this report.

Effective date: November 16, 2017 at 8:00 AM

1. Fee simple interest in the surface estate described in this REPORT is owned, at the REPORT Date by:

BALLARD RV PARK, LLC

2. The land referred to in this REPORT is situated in the State of Utah, County of GRAND, and is described as follows:

A PARCEL OF LAND SITUATE IN THE NE1/4SW1/4 AND NW1/4SE1/4, SECTION 21, T21S, R20E, SLBM:

COMMENCING AT THE S1/4 CORNER OF SAID SECTION 21, A 1964 BLM BRASS CAP, WHENCE THE C1/4 CORNER OF SAID SECTION 21, A 1991 BLM BRASS CAP, BEARS S 01 DEG. 09'26" E 2650.70 FT., FOR THE BASIS OF BEARINGS, WITH ALL BEARINGS HEREIN BEING RELATIVE THERETO; THENCE N 01 DEG. 09'26" W 1325.35 FT. TO THE SE CORNER NE1/4SW1/4 OF SAID SECTION 21, A 2 INCH ALUMINUM CAP SUBSCRIBED LS 166642 ON #6 REBAR, THENCE N 01 DEG. 09'26" W ALONG THE EAST BOUNDARY OF THE NE1/4SW1/4 OF SAID SECTION 21, 893.01 FT., TO A POINT NOT SET, THENCE N 07 DEG. 39'09" E 180.93 FT. TO THE POINT OF BEGINNING, MONUMENTED WITH A 2 INCH ALUMINUM CAP SUBSCRIBED LS 166642 ON A #5 REBAR, THENCE ALONG THE FOLLOWING FIVE COURSES, CORNERS MONUMENTED WITH A 2 INCH ALUMINUM CAP SUBSCRIBED LS 166642 ON A #5 REBAR, S 82 DEG. 18'33" E 241.11 FT., S 07 DEG. 39'09" W 650.19 FT., N 82 DEG. 20'51" W 707.24 FT., N 07 DEG. 39'35" E 318.66 FT., S 82 DEG. 20'51" E 466.09 FT., THENCE N 07 DEG. 39'09" E 331.69 FT. TO THE POINT OF BEGINNING.

Tax Serial No. 07-0021-0072
Property Address: 116 E. NUTTER AVENUE, THOMPSON SPRINGS, UTAH 84540
SCHEDULE B

Exceptions

This report and any policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) that arise by reason of: N/A

1. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.

2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.

3. Easements, claims or easement or encumbrances that are not shown in the public records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.

5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; Claim, right, title or interest to water or water rights whether or not shown by public records.

6. Any lien or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the public records.

7. Taxes for the year 2017 were paid in the amount of $1,091.53, plus any other Assessments including but not limited to Special Service Districts and Personal property Taxes. Claim, right, title or interest to water or water rights whether or not shown by the public records. The taxes for the year 2016 were paid in the amount of $1,030.57.

Tax Serial No. 07-0021-0072

8. Said land is located within the boundaries of Thompson Springs/Grand County, and may be subject to taxes or assessments levied by said City/District.

9. Any rights, title or interests in minerals 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.

10. Ditches, canals, easements, rights of way or fence lines that may be established upon said land.

11. Subject to tenants in possession and/or any current leases.


14. (NOTE: Manufactured Home is being taxed as real property however no Affidavit of Mobile Home/Manufactured Home Affixture and Receipt for Surrender of Title/MSO was found of record.)

A judgment, federal tax lien, Utah State bankruptcy, and National SDN search was made in the following names.

Owners: BALLARD RV PARK, LLC

TITLE INQUIRIES concerning this Commitment can be directed to:
Leanne Blackmon/Title Agent ~ leanne@southeasttitle.com

EMAIL CLOSING DOCUMENTS TO:
Chantyll Navarre/Escrow Agent ~ chantyll@southeasttitle.com

Chain of Title
According to the Official Records, as of the Effective Date, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment except as follows:

<table>
<thead>
<tr>
<th>Doc</th>
<th>Grantor</th>
<th>Grantee</th>
<th>Rec Date</th>
<th>Entry No.</th>
<th>Book</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>None were found recorded within the last 24 months</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
NW1/4 SE1/4 SECTION 21 T21S R20E SLBM

SCALE: 1" = 100'

THIS PLAT IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THIS LAND, AND THE RECORDER ASSUMES NO LIABILITY FOR VARIATIONS IF ANY, WITH AN ACTUAL SURVEY.
"SOUTHEASTERN UTAH TITLE COMPANY" FURNISHES THIS PLAT SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE LAND. THE TITLE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS WITH AN ACTUAL SURVEY OR DEED DESCRIPTION.

NE1/4 SW 1/4 SECTION 21 T21S R20E SLBM

SCALE: 1" = 100'

THIS PLAT IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE LAND, AND THE REORDER ASSUMES NO LIABILITY FOR VARIATIONS IF ANY, WITH AN ACTUAL SURVEY.

THE INFORMATION USED TO DRAW THIS PLAT IS FROM THE G.L.O. SURVEY PLATS, PRIVATE SURVEYS AND THE MYLAR PLATS, THAT ARE IN THE RECORDED OFFICE.
"SOUTHEASTERN UTAH TITLE COMPANY" FURNISHES THIS PLAT SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE LAND. THE TITLE COMPANY Assumes NO LIABILITY FOR VARIATIONS WITH AN ACTUAL SURVEY OR DEED DESCRIPTION.

NE1/4 SW 1/4 SECTION 21 T21S R20E SLBM

NW1/4 SE1/4 SECTION 21 T21S R20E SLE
Public Wastewater Treatment System Design:

Description of the Ballard RV Park & Water Use:

Ballard RV Park is a transient RV Park with spaces and small cabins for rent. Peak occupancy is from March through November. The purpose of this public system is to provide water and wastewater systems that are dependable and safe for guests and recreational vehicle hook ups.

Summary of the water and wastewater quantity requirements:

- There are 66 RV spaces proposed on the system during the peak season.
- There is a one bedroom apartment.
- Drinking water may be provided from a certified source in compliance with UDDW standards.
- The wastewater and water use quantities will be monitored and submitted to Southwest Utah District Health department as directed. The monitoring is proposed to verify wastewater discharge.

R317-4 General information:

(a) There is an existing wastewater facility on property. The wastewater facilities serve 32 RV spaces. The existing disposal area will be replaced with the addition of 34 spaces.

Figure PWTS, Site Plan, and Wastewater System, shows the location of the existing wastewater and proposed improvements. This figure is attached to this document.

(b) The area being served is also shown on Figure PWTS.

(c) Name and Mailing address:
Ballard RV Park
100 N Main St
Thompson, UT 84540
ballardrvpark@gmail.com
www.moabrvpark.com
(423) 836-5239
Extent of wastewater system:

(a) The extent of the proposed area being served is on Figure PWTS; the wastewater system would operate year round with septic tanks and wastewater collection lines. The proposed design will be compliance with UDEQ, R317-4.

The existing wastewater facilities were interpreted from site inspection. No as-built information has been found (to date). The existing system treats 32 RV spaces with deep wall trenches. The proposed disposal site will be moved to the southwesterly corner of the property. The proposed Wastewater System will replace the existing wastewater treatment system.

Wastewater Capacity:

<table>
<thead>
<tr>
<th>Proposed Uses:</th>
<th>Design Capacity:</th>
<th>Unit per</th>
<th># of Units</th>
<th>GPD</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Housing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-bedroom Apartments</td>
<td>150 Bedroom</td>
<td>1</td>
<td>150</td>
<td>150 GPD</td>
<td>Apartments R317-4-13 Table 3, Apartments</td>
</tr>
<tr>
<td>RV &amp; Camping Experience</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RV Spaces with Hook Ups - Existing</td>
<td>125 Space</td>
<td>32</td>
<td>4000</td>
<td>4000 GPD</td>
<td>R317-5, Table 5-2</td>
</tr>
<tr>
<td>RV Spaces with Hook Ups - Proposed</td>
<td>125 Space</td>
<td>34</td>
<td>4250</td>
<td>4250 GPD</td>
<td>32 RV sites, Table 5-2</td>
</tr>
<tr>
<td>Other Uses</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laundry</td>
<td>580 Washer</td>
<td>1</td>
<td>580</td>
<td>580 GPD</td>
<td>R317-4-13 Table 3 - Launderette</td>
</tr>
<tr>
<td>General Store, 2 bathrooms</td>
<td>500 Bathroom</td>
<td>0</td>
<td>0</td>
<td>0 GPD</td>
<td>R317-4-13 Table 3 - Stores</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Minimum</th>
<th>Use</th>
<th>Tanks</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Septic Tankage</td>
<td>7860</td>
<td>9000</td>
<td>3</td>
<td>R317-5-2.2, V=1125 + 0.75Q</td>
</tr>
</tbody>
</table>

The minimum septic tank sizes based on requirements in R317-4-7 is V=1,125 + 0.75Q is as follows:

<table>
<thead>
<tr>
<th>Seepage Trenches:</th>
<th>SF Required</th>
<th>Lateral Length</th>
<th># 100’ Laterals</th>
<th>Application Rate 0.7gal/day/ft²</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 foot x 4 foot deep trenches</td>
<td>12828.57</td>
<td>1603.57</td>
<td>16.04</td>
<td>Use 16</td>
</tr>
<tr>
<td>2 foot x 5 foot deep trenches</td>
<td>12828.57</td>
<td>1282.86</td>
<td>12.83</td>
<td>Use 13</td>
</tr>
<tr>
<td>2 foot x 6 foot deep trenches</td>
<td>12828.57</td>
<td>1069.05</td>
<td>10.69</td>
<td>Use 11</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Disposal - Deep Trench</th>
<th>Area</th>
<th>Lateral Length</th>
<th>100’ laterals</th>
<th>use</th>
<th>space</th>
<th>acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 foot trench</td>
<td>12828.57</td>
<td>1603.57</td>
<td>16.04</td>
<td>16.00</td>
<td>19200.00</td>
<td>0.44</td>
</tr>
<tr>
<td>5 foot trench</td>
<td>12828.57</td>
<td>1282.86</td>
<td>12.83</td>
<td>13.00</td>
<td>18850.00</td>
<td>0.43</td>
</tr>
<tr>
<td>6 foot trench</td>
<td>12828.57</td>
<td>1069.05</td>
<td>10.69</td>
<td>11.00</td>
<td>18700.00</td>
<td>0.43</td>
</tr>
</tbody>
</table>
Location, General:

As shown on Figure PWTS, the proposed wastewater system will need to maintain separation distances to the Ballard RV Park water storage facilities and other appurtenances as required by UDEQ R309 and R317-4 and provide protection from any sources of contamination and are more than 50 feet from storage tanks.

Continued protection:

The site plan on Figure PWTS shows that there is a 50 foot separation from drinking water facilities and will demonstrate that the proposed facilities are outside any zones of influence for the wastewater system.

Any proposed septic or wastewater facilities should be located hydraulically down gradient of public water supplies for continued protection.

Contact information, owner, address, phone number

Engineer/Agent: William H. Anderson, P.E.
Anderson Engineering, Inc.
5520 Sourdough Rd.
Bozeman, MT 59715
Cell: 406 925 0590
bill@andersonmontana.com

Owner’s Senior Site manager: TBD
Senior Site Manager

Owner: Ballard RV Park
Walt Williams and Ron Carter of Ballard RV park are planning to build an addition to their existing RV park which will basically double the size of the park as it is now.

This will double the amount of culinary water now supplied to their business.

The Board members of the Thompson Special Service District have agreed to sell additional water for use by the new addition to Ballard RV Park in Thompson Springs.

The Thompson Special Service District affirms that they have adequate water reserves in their Spring Collection Area to service the new Ballard Park addition as it is planned.

Sincerely, A J Rogers - Chairman - TSSD Date: 8-31-18
Hi Kenny. I wanted to respond on this subject with a little history on RV park expansions and bath houses in Grand County. I wish I was at the PC meeting and could have helped you through his. I’d be happy to attend the upcoming County Council meeting if you need my assistance.

In recent years, SET Engineering has designed four RV projects that proposed full hookup RV sites further than 250 feet from a bath house:

- The KOA Expansion 1 proposed cabins and full hookup RV sites to the east.
- The KOA Expansion 2 proposed cabins and full hookup RV sites to the south.
- The Spanish Valley Campground expanded to the south with full hookup RV sites.
- The ACT Campground was a full design that proposed a mix of sites including full hookup RV sites.

As with the Ballard RV Park project, three expansion projects were prompted by the need to accommodate larger RV’s that have become more prevalent. The larger RV’s are well equipped with plumbing but require additional space to maneuver and park.

In the KOA expansions and the Spanish Valley expansion, only full hookup sites were proposed. The new ACT Campground has a mix if sites including many full hookup RV sites. The majority of the full hookup RV sites in all four projects are not within 250 feet of a bath house. SET Engineering was transparent about this and County made the determination that since the sites provided full hookups, that no additional bath houses were warranted. The same determination was made early in the application process with the Ballard site.

To my knowledge the operators do not receive complaints related to this subject and to be consistent with the precedent set by recent similar projects, the Ballard RV Expansion should not be required to add additional facilities. If you would like us to provide exhibits of the other facilities, we can describe where the RV sites are versus the bath houses.

Let me know if I can help explain this to others. I’m available if you want to talk as well. I’ll be in your office at some point later this week if you want to look at drawings. We’re hoping that you will concur.

Thanks, Jeff
R392. Health, Disease Control and Prevention, Environmental Services.
R392-301-1. Authority and Purpose.
(1) This rule is authorized under Sections 26-1-5, 26-1-30(9), 26-1-30(23), 26-7-1, and 26-15-2.
(2) This rule establishes minimum standards for the sanitation, operation, and maintenance of a recreational vehicle park, as defined by this rule, and provides for the prevention and control of health hazards associated with a recreational vehicle park that are likely to affect individuals dwelling temporarily therein including risk factors contributing to injury, sickness, death, and disability.

This rule applies to any person who owns or operates a recreational vehicle park, unless specifically exempted by this rule. This rule applies to the repair, maintenance, use, operation, and occupancy of recreational vehicle parks designed, intended for use, or otherwise used for temporary human habitation.

For the purposes of this rule, the following terms, phrases, and words shall have the meanings herein expressed:
(2) "Dependent recreational vehicle" means a recreational vehicle that is dependent upon a service building for toilet facilities, hand washing facilities, or shower or bathing facilities, and is not designed for connection to water, sewer, or electrical utilities.
(3) "Imminent health hazard" means a significant threat or danger to health that is considered to exist when there is evidence sufficient to show that a product, practice, circumstance, or event creates a situation that can cause infection, disease transmission, vermin infestation, or hazardous condition that requires immediate correction or cessation of operation to prevent injury, illness, or death.
(4) "Independent recreational vehicle" means a recreational vehicle equipped with electrical appliances, a water-flush toilet, and a sink and bath or shower which, to be functional, may require connection to outside electrical, water, and sewer utilities.
(5) "Local health officer" means the health officer of the local health department having jurisdiction, or a designated representative.
(6) "Operator" means a person responsible for managing or operating a recreational vehicle park.
(8) "Recreational vehicle" means a vehicular unit, other than a mobile home or tiny house, designed as a temporary dwelling for travel, recreational and vacation use, which is either driven or is mounted on or pulled by another vehicle, including: travel trailer,
camp trailer, fifth-wheel trailer, folding tent trailer, truck camper, or motorhome.

(9) "Recreational vehicle park" or "RV park" means any site, tract or parcel of land on which facilities have been developed to provide temporary living quarters for two or more recreational vehicles. Such a park may be developed or owned by a private, public or non-profit organization catering to the public or restricted to the organizational or institutional members and their guests only.

(10) "Sanitary dump station" means a facility designed:
(a) in accordance with requirements set by Plumbing Code and the Utah Department of Environmental Quality, Division of Water Quality;
(b) to receive the discharge of wastewater from any holding tank or similar device installed in any recreational vehicle; and
(c) to discharge the contents, in an acceptable manner, to an approved wastewater disposal or treatment system.

(11) "Service building" means a structure within a recreational vehicle park that contains toilet, hand sink, and bathing facilities. It may also include laundry facilities, a vending area, or other service type facilities for RV park occupant use.

(12) "Tiny house", for the purposes of this rule, means a dwelling that is 400 square feet or less in floor area, constructed on a chassis with wheels. A tiny house is not a park model recreational vehicle as defined in 41-1a-101 or any other recreational vehicle type as defined in this rule.

(13) "Wastewater" means discharges from all plumbing facilities including rest rooms, kitchen, and laundry fixtures either separately or in combination.


(1)(a) This rule does not require a construction change in any portion of a RV park if the park was in compliance with the law in effect at the time the park was constructed, except as in Subsection R392-301-4(1)(b).

(b) The local health officer may require construction changes if it is determined the RV park or portion thereof contains an imminent health hazard.

(2) The operator shall carry out the provisions of this rule.

(3) Severability - If any provision of this rule or its application to any person or circumstance is declared invalid, the application of such provision to other persons or circumstances, and the remainder of this rule, shall not be affected thereby.

(4) The operator shall comply with all applicable building, zoning, electrical, health, fire codes and all local ordinances.

(5) The operator shall provide the local health officer with contact information for a park representative who can be available to communicate with the local health officer during all days and times that the RV park is occupied in the event of an imminent health hazard or emergency.

(6) A recreational vehicle park operator or agent shall select or construct a location for the facility that will provide adequate surface drainage. The operator shall make a reasonable effort to locate the facility away from any known existing public health nuisance.
When an operator accommodates dependent recreational vehicles or tents, the operator shall construct and maintain a service building according to the requirements of Section R392-301-7.

A recreational vehicle or a tiny house may be allowed in a RV Park only when:

(a) a data plate or permanent label is attached to the structure that includes:
   (i) name of the manufacturer;
   (ii) serial number or vehicle identification number (VIN) of the unit;
   (iii) date of manufacture; and
   (iv) a statement that the unit is designed and manufactured to NFPA 1192 or ANSI A119.5 standards; and when
   (b) it has been certified by the Recreational Vehicle Industry Association; or
   (c) it has been inspected by a qualified third-party inspection company and certified to be in compliance with the standards in NFPA 1192 or ANSI A119.5.

An electrical installation in a RV park shall comply with Utah Code Title 15A.


(1) Potable water supply systems for use by recreational vehicle park occupants shall be designed, installed, and operated according to the requirements set forth by:

(a) Plumbing Code;
(b) The Utah Department of Environmental Quality, Division of Drinking Water under Title R309; and
(c) Local health department regulations.

(2) The operator shall provide potable water to each site designed and intended for recreational vehicle use.

(a) This provision may be modified with approval by the local health officer if a service building is provided as in Subsection R392-301-4(7).

(b) Where individual water connections are not provided to sites, common-use water faucets shall be accessible to RV park occupants, and located not more than 300 feet from any site. A threaded spigot is prohibited on any such common-use water faucet providing potable water to a site.

(c) The operator shall design and construct the area immediately around a common-use water faucet (i.e. spigot) to promote surface drainage by using a constructed drain system such as a gravel pit, subsurface drywell, French drain, or seepage trench. The operator shall prevent water in this area from flowing into traffic areas and surface waters, or from pooling, standing, or becoming stagnant. This requirement does not apply to water connections in individual sites.

(d) The operator shall protect water systems against the hazards of cross-connection, backflow, and interior surface contamination of attached hoses.

(3) In any recreational vehicle park or portion thereof where it is not feasible to pipe potable water into the area, an alternate supply of potable water may be permitted upon approval of the local health officer.
R392-301-6. Wastewater.

(1) All wastewater shall be discharged to a public sanitary sewer system whenever practicable.
   (a) Sewer systems for use by recreational vehicle park occupants shall be designed, installed, and operated according to the requirements set forth by:
      (i) Plumbing Code;
      (ii) The Utah Department of Environmental Quality, Division of Water Quality under Title R317;
      (iii) local health department regulations; and
      (iv) the local sewer district having jurisdiction.
   (b) Where connection to a public sewer is not available, wastewater shall be discharged into an approved wastewater disposal system meeting the requirements of Title R317, Environmental Quality, Water Quality, and local health department regulations.
   (c) The operator shall submit all required plans for the construction or alteration of a wastewater disposal system in accordance with Title R317 prior to commencing construction or alteration.

(2) The operator shall provide a sanitary dump station unless all sites are connected to an approved sewer system. Unless a local health officer approves other means, the operator shall design and construct the sanitary dump station to include the following:
   (a) Easy ingress and egress from a service road for recreational vehicles and located not less than 50 feet from any site;
   (b) The sewage inlet surrounded by a curbed concrete apron or trough of at least three feet by three feet, sloped to the inlet, and provided with a suitable hinged cover milled to fit tight;
   (c) A means for flushing with pressurized water the immediate area and the recreational vehicle wastewater holding tank(s).

(3) If the operator makes sewer service available to each designated site designed and intended to accommodate independent recreational vehicles, the operator shall design, install, operate, and maintain individual connections to the sewer system according to the requirements set by:
   (a) Plumbing Code;
   (b) the Utah Department of Environmental Quality, Division of Water Quality;
   (c) local health department regulations; and
   (d) local sewer district having jurisdiction.

(4) When the operator makes sewer service available to an individual site, that sewer connection is not subject to the requirements of Subsection R392-301-6(2).

(5) The operator shall provide tight-fitting covers for all sewer risers.

(6) A trap is prohibited between the sewer riser and sewer lateral.

(7) The connection and connecting line between the recreational vehicle drain outlet and the sewer riser shall be watertight and self-draining.

(8) The rim of the sewer riser shall extend not more than 4 inches above adjacent ground surface elevations. Surface drainage shall be directed away from the sewer riser.
(9) The operator shall prohibit dependent recreational vehicles and tents in a recreational vehicle park unless effective means are provided to collect and contain dishwashing, bathing or other liquid waste material and to properly dispose of these wastes by means approved by the local health officer.

(10) If the operator provides laundering facilities, the equipment shall discharge wastewater as required in Subsection R392-301-6(1).

R392-301-7. Service Building.
(1) All structures used in a recreational vehicle park shall be of permanent construction, meeting the requirements of Building Code.

(2) Each recreational vehicle park in which sites are set aside for dependent recreational vehicles or tents, as in R392-301-4(7), shall be provided with a service building or buildings for the use of park occupants.

(3) Service buildings shall meet the following requirements:
   (a) Except as provided in Subsection R392-301-7(3)(b)(i), separate toilet rooms within the service building shall be provided for each sex. These rooms shall be distinctly marked "for men" and "for women" by signs printed in English, or marked with easily understood pictures or symbols.

   (b) Each service building shall have one toilet, one hand sink, and one bath fixture for each sex for each 15 sites set aside in Subsection R392-301-4(7), or fraction thereof.

   (i) Where a toilet room will be occupied by no more than one person at a time, can be locked from the inside, and contains at least one toilet, separate toilet rooms for each sex need not be provided.

   (c) A service building shall be located not less than 15 feet and not more than 500 feet from any site designated for dependent recreational vehicles.

   (d) A service building shall be provided with adequate light, heat and ventilation.

   (e) A service building shall be properly maintained clean and shall be constructed of smooth, moisture resistant finish materials to withstand frequent washing and cleaning.

(4) The operator shall maintain each service building in a clean and sanitary condition.

(5) Clean individual disposable towels shall be provided near handwashing sinks. Alternate hand drying methods approved by the local health officer may be substituted for individual disposable towels.

(6) The operator shall provide soap and waste receptacles with lids in each service building.

(7) For each toilet room within a service building, the operator shall provide:
   (a) toilet tissue in suitable dispensers; and
   (b) at least one solid, easily cleanable, covered waste receptacle for the collection of solid waste; or
   (c) at least one solid, easily cleanable, uncovered waste receptacle and a sanitary napkin receptacle.

(1) The operator shall maintain all buildings, rooms, and equipment, including furnishings and equipment in RV park areas, and the grounds surrounding them in a clean and operable condition, free of litter and debris.

(2) Where electric power is available, service buildings shall be equipped with outside lighting to indicate the location and entrance doorways of each.

(3) Where necessary, all reasonable means shall be employed to eliminate or control infestations of vermin, vectors, or pests within all parts of a RV park. This shall include approved screening or other approved control of outside openings in structures intended for occupancy.

(4) The operator shall maintain interior roads and parking areas in a manner that prevents harborage for vermin.

When food service is provided for RV park occupants, food service, storage, and preparation shall comply with the FDA Model Food Code as incorporated and amended in Rule R392-100 and local health department regulations.

R392-301-10. Solid Wastes.
(1) The operator shall provide adequate containers to prevent the accumulation of solid waste in the RV park.

(2) Solid waste generated at a RV park or picnic area shall be stored in a leak-proof, non-absorbent container, which shall be kept covered with a tight-fitting lid.

(3) All solid wastes shall be disposed with sufficient frequency and in such a manner as to prevent insect breeding, rodent harborage, or a public health nuisance.

The operator shall comply with Rule R392-302, Design, Construction, and Operation of Public Pools as well as other local health department regulations for all pools or spas made available to RV park occupants or staff.

R392-301-12. Inspections and Investigations.
(1)(a) Upon presenting proper identification, the operator shall permit the local health officer to enter upon the premises of a recreational vehicle park to perform inspections, investigations, reviews, and other actions as necessary to ensure compliance with Rule R392-301.

(b) The local health officer may not enter an occupied recreational vehicle without the express permission of the occupant except when a warrant is issued to a duly authorized public safety officer which authorizes the local health officer to enter, or when the operator and the local health officer determine that there exists an imminent risk to the life, health, or safety of the occupant.

R392-301-13. Closing or Restricting Use of Recreational Vehicle Parks or Sites.
(1) If a local health officer deems a recreational vehicle park, site, space, or portion thereof to be an imminent health hazard, the
park, site, or space may be closed or its use may be restricted, as
determined by the local health officer.

(2) The operator shall restrict public access to the impacted
area of any recreational vehicle park, site, or space closed or
restricted to use by a local health officer within a reasonable time
as ordered by the local health officer.

(3) It shall be unlawful for an operator to allow the public
to utilize any recreational vehicle park, unit, space, or portion
thereof that has been deemed unfit for use until written approval
of the local health officer is given.

KEY: public health, recreation areas, RV parks, recreational
vehicles
Date of Enactment or Last Substantive Amendment: September 10, 2018
Notice of Continuation: November 8, 2016
Authorizing, and Implemented or Interpreted Law: 26-1-5; 26-1-30(9);
26-1-30(23); 26-7-1; 26-15-2
# Agenda Summary

**GRAND COUNTY COUNCIL**

**April 16, 2019**

**AGENDA ITEM:**

<table>
<thead>
<tr>
<th><strong>TITLE:</strong></th>
<th>Authorizing process for vacating or maintaining the East two hundred (200) feet of the Block “A” alley between Main Street and Fullerton Street in Thompson Springs</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FISCAL IMPACT:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>PRESENTER(s):</strong></td>
<td>Community and Economic Development Staff</td>
</tr>
</tbody>
</table>

## Stated Motion:

Move to direct the Council Administrator to move forward with the State’s noticing and public hearing process for vacating the East two hundred (200) feet of the Block “A” alley between Main Street and Fullerton Street in Thompson Springs and authorize the Chair to sign all associated documents.

OR

Move to direct Community and Economic Development staff to send a letter stating that the County Council wishes to maintain the East two hundred (200) feet of the Block “A” alley between Main Street and Fullerton Street in Thompson Springs due to lack of a compelling reason to vacate it.

## Staff Recommendation:

Review and consider materials and testimony related to the petition to vacate the East two hundred (200) feet of the Block “A” alley between Main Street and Fullerton Street in Thompson Springs. Staff recommends the Council move to direct Community and Economic Development staff to send a letter stating that the County Council wishes to maintain the East two hundred (200) feet of the Block “A” alley between Main Street and Fullerton Street in Thompson Springs due to lack of a compelling reason to vacate it.

## Background:

April 8, 2019:

- Petition filed by Alan R. Story and Ron Wriston with Ruth Dillon, Council Administrator, to vacate the East two hundred (200) feet of the Block “A” alley between Main Street and Fullerton Street in Thompson Springs.
- Petition was sent to all members of the County Council, members of the Community & Economic Development Department, the County Attorney’s Office, County Roads Department, and the County Recorder’s Office.
- The Community & Economic Development Department advised against vacating the right of way. Stating that while it may or may not be viewed as a necessary or merely beneficial right of way now, it very
well could be in the future if Thompson evolves into a more developed area. We advise maintaining public rights of way for public use/access unless there is a highly compelling reason to vacate. The absence of historical maintenance and/or a longstanding violation (e.g. private belongings placed in the ROW) does not rise to the standard of highly compelling.

April 8, 2019:
- The County Attorney’s Office agreed with the Community & Economic Development Department, and stated that they would generally oppose any requests to vacate County rights of way.
- The County Roads Department stated that more often than not rights of ways are difficult to come by, and agreed with what the Community & Economic Development Department and the County Attorney’s Office stated.
- The County Recorder’s Office stated that vacating the alley could block off the backs of properties from other property owners.

**ATTACHMENT(s):**
- Petition
- Petition exhibits (2)
- Utah State Code 72-3-108 County roads – Vacation and narrowing
- Code Enforcement Notice of Violation, March 19, 2019
- Utah AGRC (Automated Geographic Reference Center) map
TO THE GRAND COUNTY COMMISSIONS

I, ALAN R. STORY RESIDING AT
3602 1600 RD. DELTA COLORADO 81416

- Ron Wriston
Box #180 Pike Rd. Grand Junction
81502

WANT THE EAST 200 FT OF THE
ALLEY BETWEEN MAIN STREET AND
FULLERTON STREET See attached
vocated map.
The house on the East End
of the alley was built in the
1940s and the 2 x 6 floor
is still there. The plat map of
this alley was printed in 1934.

Alan R. Story April 8 Monday 2019
Ronald J. Wriston April 8th 2019
72-3-108 County roads -- Vacation and narrowing.

(1) A county may, by ordinance, vacate, narrow, or change the name of a county road without petition or after petition by a property owner.

(2) A county may not vacate a county road unless notice of the hearing is:
   (a) published:
      (i) in a newspaper of general circulation in the county once a week for four consecutive weeks before the hearing; and
      (ii) on the Utah Public Notice Website created in Section 63F-1-701, for four weeks before the hearing; and
   (b) posted in three public places for four consecutive weeks prior to the hearing; and
   (c) mailed to the department and all owners of property abutting the county road.

(3) The right-of-way and easements, if any, of a property owner and the franchise rights of any public utility may not be impaired by vacating or narrowing a county road.

(4) Except as provided in Section 72-5-305, if a county vacates a county road, the state's right-of-way interest in the county road is also vacated.

Amended by Chapter 90, 2010 General Session
CODE ENFORCEMENT NOTICE OF VIOLATION

March 19, 2019

NOTICE
☐ FIRST NOTICE
☐ SECOND NOTICE

DELIVERY METHOD
☐ HAND DELIVERED
☐ MAILED
☐ MAIL RETURN RECEIPT REQUESTED

VIOLATION CASE NUMBER
19-013

RESPONSIBLE PARTY
NAME Alan R. Story
ADDRESS 3622 1600 Rd.
Delta, CO 81416

LOCATION OF VIOLATION
ADDRESS 46 E. Old Hwy 6 & 50
Thompson Springs, UT 84540
PARCEL # 07-0021-0145
BUSINESS N/A
LICENSE # (If Applicable)

VIOLATION(S)

Items in right-of-way.

CODE REFERENCES

GRAND COUNTY CONSTRUCTION STANDARDS

1A Street Dedications
2. All streets shall be dedicated to Grand County for “public” use;
CORRECTIVE ACTION(S)

Remove private fence and other private property within the right of way.

If you have any questions or comments, please contact the Community and Economic Development Department at (435) 259-1343 within ten (10) days of receiving this letter.

PENALTY FOR NON-COMPLIANCE

Any person, firm, entity or corporation who violates any of the provisions of this LUC or who fails to comply with any provisions hereof within Grand County shall be subject to a fine, and may also be found guilty of a Class C misdemeanor. The fine shall begin accruing upon notice of the violation/failure to comply, as set forth in Article 1.9 of the LUC, and as set forth by the County's current schedule of fines for the applicable violation. Upon conviction of a Class C misdemeanor, the responsible party shall be subject to imprisonment for up to 90 days.

As per the Grand County Fee Ordinance, the fine for this violation/failure to comply is $100 per day.

APPEAL

A person served with notice of a violation under Article 1.9 of the LUC has the right to request a code enforcement hearing. Any such request must be filed within ten (10) calendar days from the date of service of the notice.

1. The request for hearing shall be made in writing and filed with the Community and Economic Development (CED) Department of Grand County;
2. The request shall contain the case number, the address of the violation, and the signature of the responsible party;
3. As soon as practicable after receiving the written notice of the request for hearing, the CED Department shall schedule a date, time, and place for the hearing;
4. Written notice of the date, time, and place of the hearing shall be served on the responsible person as soon as practicable prior to the date of the hearing, in the manner provided for service of the initial notice under Article 1.9 of the LUC.
# CODE ENFORCEMENT ADMINISTRATION CITATION

## ACKNOWLEDGEMENT OF VIOLATION (APPLICABLE SIGNATURES INCLUDED)

<table>
<thead>
<tr>
<th>Official/Position</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand County Building Official</td>
<td></td>
</tr>
<tr>
<td>Grand County Planning &amp; Zoning</td>
<td></td>
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<tr>
<td>Grand County Clerk-Auditor</td>
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<tr>
<td>Grand County Assessor</td>
<td></td>
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<tr>
<td>Southeastern Utah Health Inspector</td>
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<tr>
<td>Grand County Fire Chief/ Marshall</td>
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</tr>
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</table>
| **Title:** | T. Ratifying Council Member McGann’s signature on a letter of support for Moab Valley Multicultural Center to submit a grant application for homelessness related services in Grand County  
U. Approving letter of support to U.S. Department of Transportation –EAS (Essential Air Service) and Domestic Analysis Division regarding the recommendation for seasonal EAS at Canyonlands Field Airport  
V. Approving application for retail beer license (limited-service restaurant liquor license) for Hidden Cuisine, located at 2740 South Highway 191  
W. Approving proposed grant agreement between Utah Department of Agriculture & Food and the Noxious Weed Department for invasive species mitigation |
| **Fiscal Impact:** | See Corresponding Agenda Summary, if any |
| **Presenter(s):** | None |

**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.
April 8, 2019

Review Committee

FY2020 State Homelessness Funding
Department of Workforce Services – Housing & Community Development Division

Re: Application from Moab Valley Multicultural Center for a funding request of $42,000

Dear Review Committee:

I am pleased to confirm my wholehearted support for Moab Valley Multicultural Center to submit an application to the Utah Department of Workforce Services for Homelessness-Related Services in Grand County.

A FY2020 State Homelessness Funding grant will allow Moab Valley Multicultural Center to help Grand County meet the goal of ensuring our community is one that works to provide affordable and habitable housing for all of its residents. This grant application supports our objectives by:

- Fostering longer term housing stability through financial and other supports that enable households to maintain self-sufficiency, or become self-sufficient
- Increasing access and funding for homelessness prevention/stabilization programs
- Investing in immediate and short and mid-term housing strategies with supports to address episodic homelessness
- Helping people transition through housing systems (such as victims of domestic violence)
- Improving access to street outreach services across the entire service area, especially for people who need mental health supports, homeless youth, and transient individuals
- Coordinating resources and integrating communication, advocacy, and decision-making in Grand County
- Developing systems to collect, maintain and monitor meaningful data for Grand County

Please contact me at 435-260-8348 if you have questions. We appreciate your consideration.

Sincerely,

Mary McGann

Member Grand County Council

Chair of Grand County Local Homeless Coordinating Committee
AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
APRIL 16TH, 2019

**TITLE:** Approving letter of support to U.S. Department of Transportation – EAS (Essential Air Service) and Domestic Analysis Division regarding the recommendation for seasonal EAS at Canyonlands Field Airport

**FISCAL IMPACT:** $0.00

**PRESENTER(S):** Judd Hill, Airport Director

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**PREPARED BY:**
Judd Hill  
Airport Director  
435-259-4849  
jhill@grandcountyutah.net

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

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**RECOMMENDATION:**
I move to approve the letter of support to U.S. Department of Transportation – EAS (Essential Air Service) and Domestic Analysis Division regarding the recommendation for seasonal Essential Air Services at Canyonlands Field Airport, and authorize the Chair to sign all associated documents.

**BACKGROUND:**
The current Essential Air Service contract between SkyWest Airlines and the U.S. Department of Transportation is for a period from March 1, 2018 through February 29, 2020.

SkyWest would like to offer a schedule that varies the number of weekly flights throughout the year to better be able to accommodate those flying out of, and into, Grand County’s airport. They would continue to utilize such a schedule if U.S. DOT awards them the EAS contract starting in March 2020.

The total number of annual flights would not change. There would always be at least one flight a day, and daily flights would range from 1-3 flights per day. The shift in the schedule would provide more flights each week during busy periods of the year, and fewer flights during slow periods of the year.

This will help increase the load factor (number of seats occupied) of flights throughout the year. This is an essential variable used when an airline considers whether to invest into providing services in a particular market.

**ATTACHMENT(S):**
1. Letter to U.S. DOT - Essential Air Service (EAS) in support of seasonal EAS service.
2. Graph of airline use at CNY from 2008-2019
4. Proposed Seasonal schedule.
April 16, 2019

Scott Faulk
United States Department of Transportation
Office of Aviation Analysis
1200 New Jersey Ave SE
Washington, DC 20590

Dear Mr. Faulk:

The Grand County Council and the Grand County Airport Board have reviewed the proposed alteration of the weekly schedule to the Essential Air Service (EAS) provided by SkyWest Airlines. After considerable discussion, we urge your office to accept the SkyWest Airlines EAS proposal for seasonally variable weekly flight schedules for the service between Canyonlands Field Airport and Denver International Airport.

Thank you for your willingness to consider our recommendation on this matter.

Sincerely,

Evan Clapper, Chair
Grand County Council
March 26, 2019

Scott Faulk
United States Department of Transportation
Office of Aviation Analysis
1200 New Jersey Ave SE
Washington, DC 20590

Dear Mr. Faulk:

In an effort to better align capacity with demand, SkyWest is proposing seasonal adjustments to the flight schedules at Canyonlands Field Airport. These adjustments are expected to begin in August of 2019 and extend through the duration of the contract period as follows:

- 8/20/19 – 10/04/19 - 16 weekly round trips to DEN
- 10/05/19 – 10/27/19 - 18 weekly round trips to DEN
- 10/28/19 – 02/29/19 – 7 weekly round trips to DEN

SkyWest intends to continue with seasonal adjustments for the calendar year of 2020 if we are selected for the next contract period. This seasonal schedule will provide the same number of annual round trips as the existing non-seasonal schedule. There will not be any change in subsidy for the current contract period.

We anticipate this proposal will better serve the needs of passengers utilizing the Canyonlands Field Airport by providing more seats and connections during peak travel times.

Thank you for your consideration,

Greg Atkin
Managing Director – Market Development
SkyWest Airlines
## Canyonlands Airport Seasonal Schedule

<table>
<thead>
<tr>
<th>Month</th>
<th>Departures</th>
<th>Round Trips per Week</th>
<th>Season</th>
</tr>
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<tbody>
<tr>
<td>Jan</td>
<td>31</td>
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</tr>
<tr>
<td>Feb</td>
<td>29</td>
<td>7.0</td>
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</tr>
<tr>
<td>Mar</td>
<td>53</td>
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<td>Shoulder</td>
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<td>Apr</td>
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<td>Total</td>
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### CNY MONTHLY DEPARTURES

![CNY MONTHLY DEPARTURES Graph](chart.png)
Application for Retail Beer License

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

Name: Sandwave Cuisine, DBA Hidden Cuisine
Address: 2740 S Hwy 191, Moab, UT 84532
Nature of Business: Restaurant
Address of Business: 2740 S Hwy 191, Moab, UT 84532

Hereby applies for a license to vend light beer at retail for and on behalf of Hidden Cuisine restaurant whose partners, directors and officers are as follows: Zinzi Mhlawuli Chananifard

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 2740 S Hwy 191 in Moab, Utah, for a term of unlimited months, commencing the 1st day of April, 2019, and ending the 1st day of April, 2020.

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 19 day of March, 2019.

APPROVED BY GRAND COUNTY COUNCIL

Date: 4/18/19 Sanitarian
Date: 4/2/19 Grand County Sheriff
Date: __________ Council Chair
LIMITED-SERVICE RESTAURANT LIQUOR LICENSE

Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission (1) to issue an on-premise alcohol license for a person to store, sell, offer for sale, furnish, or allow the consumption of an alcoholic product on the premises of the applicant.

AUTHORITY: Utah Code 32B-1-202; 32B-5-201 through 203; 32B-5-205 and -206

Local business license authority

hereby grants its consent to the issuance of a Limited-Service restaurant liquor license to:

Business Name (DBA): Hidden Cuisine

Entity Name (or owner’s name if sole proprietor): __________________________

Location Address: 2740 S. Hwy 191

                 Moab, UT 84532

Authorized Signature

Name/Title __________________________ Date ______________

This is a suggested format. A locally produced city, town, or county form is also acceptable. The local consent must be submitted to the DABC by the applicant as part of a complete application.
<table>
<thead>
<tr>
<th><strong>AGENDA SUMMARY</strong></th>
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<tbody>
<tr>
<td><strong>GRAND COUNTY COUNCIL MEETING</strong></td>
</tr>
<tr>
<td>April 16, 2019</td>
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<tr>
<td><strong>Agenda Item: W</strong></td>
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<table>
<thead>
<tr>
<th><strong>TITLE:</strong></th>
<th>Approving proposed grant agreement between Utah Department of Agriculture &amp; Food and the Noxious Weed Department for invasive species mitigation</th>
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</thead>
<tbody>
<tr>
<td><strong>FISCAL IMPACT:</strong></td>
<td>Employee’s time and equipment use as match. (Within the budget)</td>
</tr>
<tr>
<td><strong>PRESENTER(S):</strong></td>
<td>Tim Higgs, Grand County Weed Supervisor</td>
</tr>
</tbody>
</table>

**Prepared By:**
Tim Higgs, Grand County Weed Supervisor
435-259-1369
twhiggs@grandcountyutah.net

**FOR OFFICE USE ONLY:**
Attorney Review: 

**RECOMMENDATION:**
I move to approve the proposed grant agreement between Utah Department of Agriculture & Food and the Noxious Weed Department for invasive species mitigation to control *Arundo donax* Phase #4 and spotted knapweed, black henbane, houndstongue and scotch thistle and to authorize the Chair to sign all associated documents.

**BACKGROUND:**
This is a continuation of controlling Giant Reed (*Arundo donax*) in Moab area and Castle Valley. About 4-5 years ago the State of Utah declared Giant Reed as a noxious weed and we have been working with land owners in the Moab area to remove this plant. We will be continuing this and expanding it to Castle Valley which has about 12-14 infestations. This grant will also include spraying spotted knapweed on BLM land and black henbane, houndstongue, Russian knapweed, perennial pepperweed and scotch thistle plants on state and private property and on BLM land. There will also be replacement plants in areas that the giant reed is taken out. We put in for a 3 year grant but it seems they will only do it for one year at a time.

**Attachment(s):**
1. Award letter.
2. Contract
Dear Invasive Species Mitigation Grant Recipient,

As indicated in the January 8th, 2019 letter, you have been conditionally awarded funding through the Utah Department of Agriculture for the Grand County Weed Dept. Multiyear Management Plan project under Utah’s Invasive Species Mitigation Program under UCA § 4-17-114 and UCA § 4-17-115. In order to receive these funds and to proceed with the project outlined in your FY2020 proposal, please complete the following items:

1. Attached is a partially completed grant agreement. Please review the entire agreement, including all attachments carefully. If there are errors or omissions, please contact Aaron Eagar at UDAF immediately to make any necessary changes.

2. If the information is correct, please initial each numbered paragraph, including each paragraph on Attachment A, and sign and date the grant agreement on page 6 where indicated.

3. Also attached as Attachment C is a conflict of interest form. The State of Utah requires the individual signing the grant agreement to complete and sign this form in the presence of a witness. If the Grantee or its principals hold any elected office, please indicate the office(s) held. If the Grantee or its principals do not hold any elected office or have no other conflicts, please indicate that by writing “do not hold any elected office” on Attachment C and sign in the presence of a witness.

As a reminder, please ensure that all fields are filled in correctly as UDAF is unable to move forward with any funding absent a fully completed and executed agreement.

Once all of the requested information is complete, please mail or email a complete set of the documents to:

UDAF
Attn: Aaron Eagar
PO Box 146500
Salt Lake City, UT 84114-6500

After UDAF receives the completed grant agreement, including all attachments, your grant will be processed. You will be notified by mail when your grant is funded and work can begin.

If you have any questions or concerns, please contact Aaron Eagar at 801-400-2983 or via email at aeagar@utah.gov.

Thank you for your interest in this project. We look forward to working with you.

Sincerely,

[Signature]

Bracken Davis
Deputy Director, Plant Industry and Conservation Division
Utah Department of Agriculture and Food
1. **CONTRACTING PARTIES:** This Grant Agreement (Agreement), is between the Utah Department of Agriculture and Food ("UDAF"), Grantor, and the following Grantee:

Grantee Name: **Grand County**, Contact Person: **Tim Higgs**, Street Address: **125 E Center St** City: **Moab** State: **Utah** Zip code: **84532**

A (please check one):

☐ Sole Proprietor ☐ Governmental Agency ☐ Other-Specify Type

2. **GRANTEE IS AN INDEPENDENT CONTRACTOR:** Grantee is an Independent Contractor, and has no authority, express or implied, to bind the State of Utah, UDAF, or any of their officers, agents, or employees.

3. **CERTIFICATION OF NON-DEBARMENT:** Grantee certifies that neither it nor its principals, officers, agents, employees, contractors or sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any governmental entity. If Grantee cannot so certify, it shall submit a written explanation and shall obtain prior written approval for this Agreement from the UDAF Commissioner, or his/her designee. Failure of Grantee to obtain such prior written approval shall be considered a material breach of this Agreement.

4. **PURPOSE OF AGREEMENT:** To pass funds to Grantee for the following purpose: Invasive Species Mitigation fund for the Grand County Weed Dept. Multiyear Management Plan project pursuant to § UCA 4-17-114 and UCA § 4-17-115.

5. **AGREEMENT PERIOD:** This Agreement is effective **07/01/2019** and expires **06/10/2020**, unless terminated early due to a breach or other reason stated in this Agreement or extended or amended, at Grantor’s discretion and with Grantor’s approval.

6. **AGREEMENT AMOUNT:** The total amount Grantee will receive pursuant to this Agreement is **$65,000.00**.

7. **FUNDING:** The funding provided to Grantee pursuant to this Agreement constitutes a grant of state money and/or federal pass through money as defined in UCA § 63G-6a-103(37), § 63J-1-220, and § 51-2a-201.5. If Grantee is receiving any funding through any other source or is providing any amount of matching funds for this project, such funding must be disclosed and reported as set forth in paragraph 10 of this Agreement. As such, Grantee agrees to be bound by all applicable terms under those Utah Code sections, including, but not limited to, the auditing and reporting requirements set forth in UCA § 51-2a-101 *et seq.*
8. **EXPENDITURE OF FUNDS.** Grantee shall expend the funds provided pursuant to this Agreement only for the purpose(s) stated in this Agreement and as outlined in Grantee’s FY2020 application for Invasive Species Mitigation Application (Attachment B).

9. **COMPLIANCE WITH STATE AND FEDERAL LAW.** Grantee shall comply with all state and federal laws that apply to the subject matter and purpose of the Grant.

10. **GRANTEE REPORTING AND INSPECTION REQUIREMENTS:** Grantee shall comply with the following reporting and inspection requirements:

    A. Upon request by Grantor, Grantee shall prepare and provide Grantor with the reports below:

        (1) An annual written description and an itemized report detailing the expenditure of the state money, or the intended expenditure of any state money that has not been spent;
        
        (2) A final written itemized report when all the state money is spent;
        
        (3) Written certification that Grantee, as defined both in this Agreement and as defined in the Additional Terms and Conditions, agrees to, and is in compliance with, all stated terms and conditions set forth in Attachment A (“Additional Terms and Conditions”);
        
        (4) An annual written description and an itemized report detailing the expenditure of any other funding anticipated, received or actually expended, including any such funding that has not been spent; and
        
        (5) A final written itemized report regarding any funds received or expended pursuant to subsection (4).

    B. Upon request, Grantee will provide access to UDAF for inspection of the project during the planning, surveying, construction, testing and completion of the project.

11. **BILLING REQUIREMENTS:** Payments to Grantee shall be made as follows:

    A. Grantee shall submit payment requests no more often than once a month. Grantee will use the payment request form provided by Grantor to request payments. Payment requests will be submitted to UDAF by mail (Utah Department of Agriculture and Food, Attn: Accounts Payable, PO Box 146500, Salt Lake City, UT 84114-6500) or email (udaf-payables@utah.gov) and be signed by Grantee and the contractor, sub-contractor, sub-grantee or assignee (if any) who either authorized, performed or oversaw the actual work completed, and has the legal authority to bind that specific entity.

        (1) Grantee will maintain all invoices, receipts and any other documentation associated with the project until all work undertaken pursuant to this Agreement is complete, and a final report detailing the work completed is filed with UDAF.
        
        (2) Grantee shall allow UDAF to examine any and all records under paragraph 11 within a reasonable time upon request by Grantor. For purposes of this Agreement, a reasonable time shall not exceed thirty (30) days after the date of the original request, unless otherwise specified in this Agreement.
B. Grantor may delay or deny payment to Grantee for billings or claims for services that do not meet the billing deadlines outlined below.

(1) **Final Billings:** Grantee shall submit all billings for costs incurred on or before June 30th of a given fiscal year **no later than July 10th** of the following fiscal year, regardless of Grantee's billing period or the expiration or termination date of this Agreement. Final billings not received by UDAF by July 10th of a given fiscal year may not be reimbursed in full or in part.

(2) **Billings Upon Termination of Agreement:** Grantee shall submit all final billings under this Agreement within 14 days of termination of the Agreement, regardless of the Grantee's billing period. Billings not received by UDAF within that 14-day period after the termination date may not be reimbursed in full or in part.

C. Grantee and Grantor may negotiate a payment and billing budget to track payments and project progress. This budget shall not be effective or waive any provision in paragraph 11 unless it is in writing, signed and dated by both Grantee and Grantor, and unless the provision to be waived is specifically identified in that writing. In the absence of those requirements, all provisions in paragraph 11 remain in full force and effect and are legally binding.

D. In accordance with Attachment A, UDAF may withhold 10% of the total grant award of $65,000.00 until all work undertaken pursuant to this Agreement is complete, the project is approved by UDAF, GIS data of the treatment areas is completed, and a final report detailing the work completed is filed with UDAF.

**12. REDUCTION OF FUNDS:** If Grantor becomes subject to a legislative change, revocation of statutory authority, lack of appropriated funds or unavailability of funds, which would render Grantee’s delivery or performance under this Agreement impossible, or unnecessary, Grantor may terminate this Agreement in whole or in part. If the legislature does not appropriate funds for paying Grantor’s obligations on this Agreement, or if funding to Grantor is reduced due to an order by the Governor, or is required by State law, or if federal funding (when applicable) is not provided, or requires any return or “giveback” of funds required for Grantor to continue payments, or if the federal or state executive branch mandates any cuts or holdbacks in spending, or if UDAF decides to reduce the payments pursuant to this Agreement, Grantor may terminate this Agreement or proportionately reduce the requirements of this Agreement and the amounts to be paid by Grantor to Grantee for meeting such requirements.

**13. INDEMNIFICATION:** Grantee acknowledges that Grantor is a governmental entity as defined by the Utah Governmental Immunity Act, UCA § 63G-7-101, et. seq. Grantor does not waive any defenses otherwise available under the Governmental Immunity Act. Unless the Utah Governmental Immunity Act also applies as to Grantee, Grantee shall indemnify, hold harmless, and release the State of Utah, and all of its officers, agents, employees and volunteers from and against any and all loss, damages, injury, liability, suits, and proceedings relating to this Agreement which are caused in whole or in part by the acts, omissions, or negligence of Grantor or any of its officers, agents, employees and volunteers.

**14. COPYRIGHT:** Grantee shall release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including Grantee’s use of any copyrighted or un-copyrighted program, composition, secret process, patented or un-patented program, invention, article or appliance furnished or used in the performance of this Agreement.
15. **ASSIGNMENT**: Grantee shall not assign, sell, sub-grant, or sub-contract its rights or responsibilities under this Agreement unless approved in writing by Grantor. If Grantee elects to so do, Grantee does so with the express understanding that no provision under this Agreement is waived by Grantor, unless specifically acknowledged in writing, and Grantee is still bound and required to fulfill all obligations, terms and conditions set forth under this Agreement, whether performed by Grantee, its officers, agents, employees, contractors or sub-contractors.

16. **AMENDMENTS**: The parties may modify this Agreement only by written amendment signed by both parties. Any amendments shall be attached to the original signed copy of this Agreement.

17. **REMEDIES**: If Grantor determines that Grantee, its officers, agents, employees, contractors or subcontractors, have failed to comply with, or breached, any of the terms or conditions set forth in this Agreement (including the terms and conditions set forth in any attachments to this Agreement), Grantor may pursue any of the following remedies against Grantee, and/or its officers, agents, employees, contractors or sub-contractors, at its discretion; including but not limited to:

   a. **Disallow Costs**. Grantor may disallow any costs otherwise allowed under this Agreement to Grantee and adjust its payments to Grantee by deducting such disallowed costs.

   b. **Withhold Payment**. It may withhold funds from Grantee for non-compliance with any of the terms of this Agreement, misuse of public funds, or failure to comply with State and federal law.

      (1) If an audit finding or judicial determination is made that Grantee misused public funds, Grantor may also withhold funds otherwise allocated to Grantee to cover the costs of any audits, attorneys’ fees and other expenses. Grantor shall give Grantee prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding. Grantor shall inform Grantee whether any amounts withheld may be released, and if so, the actions that Grantee must take to bring about the release of any amounts withheld.

      (2) If an independent CPA audit or Grantor review determines that the payments made by Grantor to Grantee were incorrectly paid or were based on incorrect information from the Grantee, Grantor may adjust or withhold Grantee’s payments for the remainder of the contract period or until Grantor fully recoups the funds.

   c. **Require Repayment**. Upon written request by Grantor, any overpayments, disallowed costs, excess payments or questioned costs are immediately due and payable by Grantee. In the alternative, Grantor shall have the right to withhold any or all subsequent payments pursuant to this Agreement until it fully recoups these funds. In such cases, Grantee shall not be relieved of meeting the requirements of this Agreement.

   d. **Require Corrective Action**. Grantee shall comply with the terms of any corrective action plan required by Grantor.

   e. **Pursue Any Legal Remedy**. Grantor and Grantee may avail themselves of all remedies allowed by state or federal law.
f. **Terminate the Agreement.** Grantor may terminate this Agreement in accordance with the termination provisions outlined below.

18. **RIGHT TO TERMINATE UPON THIRTY DAYS NOTICE.** Grantor may terminate this Agreement, with or without cause, in advance of the Agreement's expiration date, by giving the other party 30 days written notice.

19. **NO THIRD-PARTY BENEFICIARY RIGHTS.** No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.

20. **JURISDICTION:** The provisions of this Agreement shall be construed and governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County, Utah.

21. **ENTIRE AGREEMENT:** This Agreement, including any attachments and/or documents referenced herein, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous oral or written agreements.

22. **GRANTEE HAS NOT ALTERED THIS AGREEMENT:** By signing this Agreement, Grantee represents that neither it nor its employees or representatives have in any way altered the language or provisions in the Agreement, and that this Agreement contains exactly the same provisions that appeared in this document and its exhibits when Grantor originally sent it to Grantee.

23. **AUTHORITY OF PERSON SIGNING FOR THE GRANTEE:** Grantee represents that the person who has signed this Agreement on behalf of Grantee has full legal authority to bind Grantee and to execute this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, the parties executed this Agreement:

GRANTEE
_________ (Grant Applicant)

By: __________________________

Type/Print Name: __________________________

Title/Position: __________________________

Date: __________________________

GRANTOR
(UTAH DEPARTMENT OF AGRICULTURE)

By: __________________________

Type/Print Name: __________________________

Title/Position: __________________________

Date: __________________________

Required Approvals:

Program Manager Date

UDAF Administrative Services Date

UDAF Contact: Aaron Eagar Phone: 801.538.7186 Email: aeagar@utah.gov
Attachment A

Additional Terms and Conditions

1. Grantee, on behalf of itself, its officers, agents, employees, contractors, sub-contractors or assigns (hereinafter Grantee), will be liable for compliance with all local, state, and federal laws, rules and ordinances pertaining to the work being done in this agreement.

2. Grantee will provide the Utah Department of Agriculture (UDAF) a report meeting the requirements set forth in UCA § 9-8-404(1)(a)(i) to, “take into account the effect of the expenditure or undertaking on any historic property.” This report will be completed and signed by an archeologist holding a valid Principal Investigator Permit issued by Public Lands Policy and Coordinating Office.

3. Grantee will refrain from all ground disturbing activities until UDAF provides a written letter to the grantee authorizing work to proceed. This is to ensure that requirements of UCA § 9-8-404-(1)(a) have been met.

4. If during ground disturbing activity, Grantee encounters any subsurface archaeological deposits including, but not limited to, prehistoric artifacts or features (pithouses, charcoal staining from hearths, etc.), historic building foundations or walls, outhouse/privies, or dense trash deposits, work must be halted within 50' of the discovery and notification made to UDAF. If known historic properties are unintentionally affected, and not previously consulted on, in a manner that alters the characteristics of the properties that make it/them eligible to the National Register, UDAF will halt work and contact the state historic preservation officer (SHPO). UDAF will continue to halt work until an assessment of the discovery is completed by the agency and communicated to the SHPO.

5. Human Remains Discovery: If human remains, potential human remains, associated or unassociated funerary objects, or objects of cultural patrimony are discovered, work within 100' will stop immediately. Verbal notification of the discovery will be made immediately to local law enforcement authorities, the appropriate land management agency official, and the Antiquities Section of the Utah Division of State History. Human remains discovered on, State, or privately-owned land will be treated consistent with all requirements of applicable Utah State laws regarding the treatment of human remains including UCA § 76-9-704, UCA § 9-8-302, UCA § 9-8-309, and UCA § 9-9-401 et seq.

6. UDAF may, in its sole discretion, withhold 10% of the total grant award until all work undertaken pursuant to the grant agreement is complete and the final GIS data and final report detailing the work completed are filed with UDAF.

7. Upon request, Grantee will provide access to UDAF for inspection of the project during the planning, surveying, construction, testing, and completion of the project.

By: ___________________________ Type/Print Name: ___________________________

Title/Position: ________________ Date: __________ # 2019-042

Grand County Weed Dept. Multiyear Management Plan
## Project Information Summary

**Applicant**

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Grand County Weed Department Multiyear Management Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization Name (Applicant)</td>
<td>Contact Person (Project Manager)</td>
</tr>
<tr>
<td>Grand County Weed Department</td>
<td>Tim Higgs</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>City</td>
</tr>
<tr>
<td>125 E. Center St</td>
<td>Moab</td>
</tr>
<tr>
<td>Telephone</td>
<td>Cell Phone</td>
</tr>
<tr>
<td>435-259-1365</td>
<td>435-210-0689</td>
</tr>
</tbody>
</table>

**Fiscal Agent (if different from Applicant):**

<table>
<thead>
<tr>
<th>Fiscal Agent</th>
<th>Contact Person (Financial Manager)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand County</td>
<td>Diana Carroll</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>City</td>
</tr>
<tr>
<td>125 E. Center St</td>
<td>Moab</td>
</tr>
<tr>
<td>Telephone</td>
<td>Cell Phone</td>
</tr>
<tr>
<td>435-259-1322</td>
<td>435-260-1204</td>
</tr>
</tbody>
</table>

**Note:** If the Fiscal Agent listed is from a different organization than Applicant, both the Applicant and the Fiscal Agent must sign the grant application in order for the application to be considered complete for ranking and funding. In addition, if an independent organization is to be used by the Applicant as a Fiscal Agent, please review and complete Attachment A-1.

**Must attach latest tax return showing Name, Address, and Federal Tax ID Number (may submit State of Utah Vendor Number in place of tax return). To receive funding from the State of Utah you must have a vendor number which ties received funding to a legal entity. Vendor numbers are linked to Federal Tax ID numbers and associated name and address.**

**The State Vendor Number can be found on copies of previous contracts with the State of Utah.**
## Proposed Project

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Grand County Multi-year Weed Management Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Location</td>
<td>County</td>
</tr>
<tr>
<td>Moab, Book Cliffs, La Sal Mtns</td>
<td>Grand County</td>
</tr>
<tr>
<td>Noxious Invasive Weed Targeted</td>
<td>Total Number of Acres to be Treated</td>
</tr>
<tr>
<td>Primary Target Weed -- Arundo donax</td>
<td>10</td>
</tr>
<tr>
<td>Secondary Target Weed - Black Henbane, Spotted Knapweed, Russian Knapweed, Houndstongue, Hoary cress, Scotch thistle, Perennial Pepperweed</td>
<td>500</td>
</tr>
</tbody>
</table>

### Description of Proposed Project (include history of project)

We have been focusing on removal of Russian Knapweed from old pastures, Rangeland, riparian corridors, Right-of-ways and other section of private and public property.

We have been focusing on removing Arundo from private property in Grand county to prevent the spread of this plant to public lands and riparian corridors.

The Black Henbane and Houndstongue we have been trying to eliminate all know infestations in the County. With one exception they have been all in the Book Cliffs and we have worked with Uintah County, Utah and Mesa County, Colorado and the BLM out of the Moab Field Office.

Perennial Pepperweed and other species we have been working with the BLM and Forestry, Fire & State Lands along the Green River and they want to focus more on this river the next few years. We are working on forming a Green River CWMA to work this area and will be working with Emery County and private lands owners to do this.

Scotch thistle we have only a few areas of this in the county and we have been working with UDOT and the BLM.

The Labor is for a full time grant person or 4 seasonal works. This grant is for a 3 year project.

* A map with the Project Area outlined over satellite/aerial photograph coverage showing treatment areas for Primary and Secondary Targets should also be provided.
Budget and Scope of Work

Budget Table:

<table>
<thead>
<tr>
<th>Category</th>
<th>ISM Grant</th>
<th>Federal</th>
<th>Other Gov.</th>
<th>Private</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herbicide</td>
<td>$4,000</td>
<td>$6,000</td>
<td>$6,000</td>
<td></td>
<td>$10,000</td>
</tr>
<tr>
<td>Labor</td>
<td>$180,000</td>
<td>$39,000</td>
<td>$20,000</td>
<td></td>
<td>$239,000</td>
</tr>
<tr>
<td>Equipment</td>
<td>$6,000</td>
<td>18,000</td>
<td>$15,000</td>
<td></td>
<td>$39,000</td>
</tr>
<tr>
<td>Other</td>
<td>$8,000</td>
<td></td>
<td></td>
<td></td>
<td>$8,000</td>
</tr>
<tr>
<td>Administration</td>
<td></td>
<td></td>
<td>$2,000</td>
<td></td>
<td>$2,000</td>
</tr>
<tr>
<td>Totals</td>
<td>$194,000</td>
<td>$61,000</td>
<td>$43,000</td>
<td></td>
<td>$298,000</td>
</tr>
</tbody>
</table>

Scope of Work/Work Plan:

For each Item on the Work Plan below, you must attach a separate, fully completed treatment page (either Herbicide Application, Biocontrol, Mechanical, or Revegetation page). Select the Treatment Number of the sheets that you filled out for the treatments that correspond to the attached treatment sheet. The costs listed here should reflect the costs that ISM will pay for each treatment.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description of Item Needed or Task to be Performed</th>
<th>Estimated Date</th>
<th>ISM Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Treat Giant Reed</td>
<td>Jan.- Apr. 2019</td>
<td>$6,500</td>
</tr>
<tr>
<td>2</td>
<td>Treat Giant Reed</td>
<td>Oct.- Dec. 2019</td>
<td>$6,500</td>
</tr>
<tr>
<td>3</td>
<td>Treat Giant Reed</td>
<td>Jan.- Apr. 2020</td>
<td>$6,500</td>
</tr>
<tr>
<td>4</td>
<td>Treat Giant Reed</td>
<td>Oct.- Dec. 2020</td>
<td>$6,500</td>
</tr>
<tr>
<td>5</td>
<td>Treat Giant Reed</td>
<td>Jan.- Apr. 2021</td>
<td>$6,500</td>
</tr>
<tr>
<td>6</td>
<td>Treat Giant Reed</td>
<td>Oct.- Dec. 2021</td>
<td>$6,500</td>
</tr>
<tr>
<td>7</td>
<td>Herbicide treatment of Russian knapweed, Spotted knapweed, and diffuse knapweed</td>
<td>Mar.- Dec. 2019</td>
<td>$30,000</td>
</tr>
<tr>
<td>8</td>
<td>Herbicide treatment of Russian knapweed, Spotted knapweed, and diffuse knapweed</td>
<td>Mar.- Dec. 2020</td>
<td>$30,000</td>
</tr>
<tr>
<td>9</td>
<td>Herbicide treatment of Russian knapweed, Spotted knapweed, and diffuse knapweed</td>
<td>Mar.- Dec. 2021</td>
<td>$30,000</td>
</tr>
<tr>
<td>10</td>
<td>Herbicide treatment of Hoary Cress and Perennial Pepperweed</td>
<td>Mar.- Oct. 2019</td>
<td>$17,000</td>
</tr>
<tr>
<td>11</td>
<td>Herbicide treatment of Hoary Cress and Perennial Pepperweed</td>
<td>Mar.- Oct. 2020</td>
<td>$17,000</td>
</tr>
<tr>
<td>12</td>
<td>Herbicide treatment of Hoary Cress and Perennial Pepperweed</td>
<td>Mar.- Oct. 2021</td>
<td>$17,000</td>
</tr>
<tr>
<td>13</td>
<td>Mechanical Treatment of Scotch thistle, Black Henbane, and Houndstongue and musk thistle</td>
<td>Jan.- Dec. 2019</td>
<td>$2,000</td>
</tr>
<tr>
<td>14</td>
<td>Mechanical Treatment of Scotch thistle, Black Henbane, and Houndstongue and musk thistle</td>
<td>Jan.- Dec. 2020</td>
<td>$2,000</td>
</tr>
<tr>
<td>15</td>
<td>Mechanical Treatment of Scotch thistle, Black Henbane, and Houndstongue and musk thistle</td>
<td>Jan.- Dec. 2021</td>
<td>$2,000</td>
</tr>
<tr>
<td>16</td>
<td>Replacement Plants after Giant Reed removal.</td>
<td>Mar.- Nov. 2019-2021</td>
<td>$8,000</td>
</tr>
<tr>
<td>17</td>
<td>Final Report Submitted to UDAF (10% of Total withheld)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
* Report must include GPS/GIS Data

Payments will be made based on the above Scope of Work or Work Plan. Design your items so that you will have the cash flow needed to complete the project successfully.

* Also note that 10% of the grant amount will be withheld until a final report is received by UDAF along with GIS coverage of the project (not just a printed map). Please contact Aaron Eagar or Mark Quilter about how to provide this data, if you do not have access to GIS or a GIS Professional.

**Project Landowner/Contributor Information**

Please provide the approximate land ownership acres and percentages for the proposed project area as well as information about project contributors.

<table>
<thead>
<tr>
<th>Private Land (Acres)</th>
<th>State Agency Land (Acres)</th>
<th>Federal Land (Acres)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>250</td>
<td>250</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Percent of Coverage of Primary and Secondary Weeds by Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private Land %</td>
</tr>
<tr>
<td>State Agency Land %</td>
</tr>
<tr>
<td>Federal Land %</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Primary Weed: Giant reed</th>
<th>Primary Weed: Black Henbane, Houndstongue, and Spotted knapweed</th>
<th>Primary Weed: Black Henbane, Houndstongue, and spotted knapweed, and diffuse knapweed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secondary Weed: Russian knapweed, Diffuse knapweed, Perennial pepperweed,</td>
<td>Secondary Weed: Russian Knapweed, perennial pepperweed</td>
<td>Secondary Weed: Russian knapweed, perennial pepperweed, and Hoary Cress</td>
</tr>
</tbody>
</table>

**Project Partner Contributions (General)**

<table>
<thead>
<tr>
<th>Contributors</th>
<th>In-Kind Contribution</th>
<th>Monetary Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private Contributions</td>
<td>$5,000</td>
<td>$38,000</td>
</tr>
<tr>
<td>State Agency Contributions</td>
<td>$5,000</td>
<td>$38,000</td>
</tr>
<tr>
<td>Federal Contributions</td>
<td>No In-Kind Allowed</td>
<td>$61,000</td>
</tr>
<tr>
<td><strong>Total Funds</strong></td>
<td>$5,000</td>
<td>$99,000</td>
</tr>
</tbody>
</table>

**Project Partner Contributions (Detailed)**

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>In-Kind Contribution</th>
<th>Monetary Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forestry, Fire &amp; State Lands</td>
<td>$5,000</td>
<td>$38,000</td>
</tr>
<tr>
<td>BLM</td>
<td></td>
<td>$61,000</td>
</tr>
<tr>
<td>Grand County- Don't know how much we can do</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Land owners working on getting them involved</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SITLA working with and trying to get more info</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Multiple Year Project: Is the proposed project a continuation of a previous ISM Grant. The proposed continuation of the project is part of an approved management strategy which utilizes multiple years in order to complete clearly defined goals and objectives.

YES X  NO □

Has the requirement of no more than 10% of the proposed project budget allocated to planning and administrative costs been followed?

YES □  NO □

Is there a clearly identified timeline for measurable reduction and control of the target species in the project area? Measurable goals and objectives are clearly identified and stated in the proposal and there is a high probability of success (as measured against the stated goals and objectives and expected and intended results).

YES X  NO □

If the project is proposed by a Federal Agency or landowner, is the project matched by at least an equal amount of money (not in-kind) as required by the Invasive Species Mitigation account legislation?

YES □  NO □

GIS data provided from project manager for previously funded projects in timely manner?

YES X □  NO □

Completion report provided from project manager for previously funded projects upon completion of projects?

YES X □  NO □
Has the applicant and/or fiduciary agent received funding for a previous ISM grant?

**YES X□**  **NO □**

If yes, has the applicant and/or fiduciary agent fully complied with all funding and administrative requirements in a timely manner?

**YES X□**  **NO □**

---

**Proposed Project**

**Early Detection Rapid Response (EDRR) Focus Species:**

Project is targeting an invasive weed species which has been identified by the Utah Department of Agriculture and Food as an invasive species of concern for FY2018. These invasive species are:

- Common crupina: *Crupina vulgaris*
- African rue: *Peganum harmala*
- African Mustard: *Brassica tournefortii*
- Small bugloss: *Anchusa arvensis*
- Mediterranean sage: *Salvia aethiopis*
- Spring millet: *Milium vernale*
- Syrian beancaper: *Zygophyllum fabago*
- Ventenata (North Africa) grass: *Ventenata dubia*
- Plumeless thistle: *Carduus acanthoides*
- Malta starthistle: *Centaurea melitensis*
- Camelthorn: *Alhagi maurorum*
- Cutleaf vipergrass: *Scorzonera laciniata*
- Garlic mustard: *Alliaria petiolata*
- Purple starthistle: *Centaurea calcitrapa*
- Goatsrue: *Galega officinalis*
- Giant reed: *Arundo donax*
- Japanese knotweed: *Polygonum cuspidatum*
- Oxeye daisy: *Leucanthemum vulgare*
- Vipers bugloss, blueweed: *Echium vulgare*
- Elongated mustard: *Brassica elongata*
- Common St. Johnswort: *Hypericum perforatum*
- Sulfur cinquefoil: *Potentilla recta*
- **African mustard**

Other justifiable species (please list below and explain justification)

Locations of EDRR weeds must either be entered into EDDMaps (eddmaps.org) or provide point data (shapefile or gpx file). The invasive population data must be included with the application.
Multiple Partner Involvement:
Project involves multiple stakeholders, such as a Cooperative Weed Management Area (CWMA). This includes support from private landowners in the proposed project area. Are there matching funds allocated by other agencies which have been specifically assigned to this project to increase the likelihood of success with the proposed project?

Please provide a detailed list of partners and define their role within the project.

Bureau Of Land Management
School of Institutional Trust Lands Association
Forestry, Fire and State Lands

All three are land management agencies that own and manage public land and are involved in CWMA with Grand County Weed Department.

Working on getting private land owners involved.
Rehabilitation & Treatment:

- The project will have a positive impact to rehabilitate and treat an area that is infested with or impacted by an invasive species, has a fuel load that may contribute to a catastrophic wildland fire, or prevent catastrophic wildland fire through land restoration in a watershed.
- Has the potential to improve the grazing forage for domestic cows or wildlife.
- Addresses soil run-off, erosion, soil infiltration, and flooding to improve water quality and quantity.
- Can provide an economic benefit to project area.

Our project outlines several resource area's within Grand County. We are rehabilitating rangeland's operated by the BLM near the Dolores River watershed and are improving wildlife foraging in area's such as the Book Cliffs and La Sal Mountains by eliminating noxious and toxic weeds such as Black Henbane and Russian Knapweed. We are also working towards removing/controlling Russian knapweed and Canada thistle populations near the Colorado and Green Rivers which improve recreation values and attract wildlife to the river. Also by removing invasive plants from these systems we are increasing the likelihood of native plant revegetation which helps address soil erosion and flood control. In addition to that we are spending a significant portion of our funds on replanting native plants in area's we are treating Russian knapweed and Arundo donax.
**Relationship to other Management Plans:** Project will help meet specific goals and objectives and/or management opportunities identified in other planning or assessment documents. Some examples of plans: State weed management plan, county weed management plans, CWMA weed management plans, allotment and/or grazing management plans, species/game management plans, wildlife management unit plans, CRMPs, forest management plans, watershed/TMDL plans, fuel/fire management plans, etc.

FFSL Comprehensive Management Plans Are in the process but not complete yet.
Grand County Weed Management plan focuses where we have funding to help do the work.

---

**Monitoring and Future Management:** Monitoring shall include at a minimum Photo Points and GPS points with the approximated weed population sizes for the treatment area. Project proposal includes details on future management that will ensure the long term success of the project. This may include: post-treatment grazing rest and/or management plans/changes, wildlife herd/species management plans, ranch plans, conservation easements or other permanent site protection plans, resource management plans, forest plans, etc.

We will have photo points with the GPS information placed on Eddmapp. Black henbane is toxic to all livestock so removing this species will help protect them and wildlife. We have seen one cow die from eating it in the past.
Biological Control: Project contains a biological control method for controlling the target weed species. Planning and release of biological control agents to be coordinated with APHIS and UDAF.

Please explain in detail the location of your releases and the species. Outline the desired outcome of the release and how it will be monitored and measured.

If the bio-control becomes available for Houndstongue we have talked with the BLM for a location but would still need them to get approval.

For the Giant Reed we are still waiting on having a source that is willing to share some. I think because of how tall the giant reed gets and how dense we would have to do photo points and the area of houndstongue is in a very steep area that is not safe to spray we would have to do the same.

The ability to bring multiple partner support and additional outside funding to the project will increase the likelihood of funding.

In the unlikely event that the ranking scores are tied, the following will be used to further validate the proposed projects to break the ties:

Project Administration Costs:

Projects with lower planning and administrative costs (less than the allowable 10%) will be given preference.

Enhanced Project Monitoring:

Project includes intensive monitoring that will measure more specifically the outcomes than just qualitative monitoring, GPS and Photo points. Enhanced monitoring may include, for example, the following methods which are utilized by the NRCS:

a. Pre-project photo documentation or camera on a stick
b. Line-point intercept (plant cover and composition)
c. Canopy and Basal gap intercept (weed invasion and erosion)
d. Belt test/line intercept cover (for invasive species)

By signing this document, the Applicant certifies to his/her best knowledge that all of the information on this application is accurate and complete.

Tim Higgs
Name

9/14/18
Date

Grand County Weed Supervisor
Title
ATTACHMENT A-1: TERMS AND CONDITIONS FOR APPLICANT USING A FIDUCIARY AGENT

THIS FORM MUST BE COMPLETED AND SUBMITTED AT THE TIME OF APPLYING FOR THE GRANT IF:

(1) The Applicant is contracting or using a different entity, organization or person, not employed by or in the same organization as Applicant, to receive or expend any grant monies awarded under this grant application upon final award.

**Fiscal Agent:**

<table>
<thead>
<tr>
<th>Fiscal Agent</th>
<th>Contact Person (Financial Manager)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand County</td>
<td>Diana Carroll</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>125 East Center Street</td>
<td>Moab</td>
<td>Utah</td>
<td>84532</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Cell Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>435-259-1322</td>
<td>435-260-1204</td>
<td><a href="mailto:dcarroll@grandcountyutah.net">dcarroll@grandcountyutah.net</a></td>
</tr>
</tbody>
</table>

By using a Fiscal Agent, the Applicant and the Fiscal Agent agree to be bound by the terms and conditions set forth in the final Grant Agreement.

The Applicant and Fiscal Agent further agree that, if the grant is awarded, the grant funds will be disbursed directly to the Fiscal Agent, as appointed by the Applicant, pursuant to the terms and conditions set forth in a separate agreement between the Applicant and the Fiscal Agent. Nevertheless, because the agreement between the Applicant and the Fiscal Agent is a separate agreement, it cannot independently be enforced by the State.

Please attach a copy of the agreement between the Applicant and Fiscal Agent with respect to the requested grant funds to this grant application. If no agreement is currently in place, a copy of the agreement must accompany a copy of the signed Grant Agreement in order for funds to be awarded and/or disbursed. The failure to do so may result in the Grant award being denied and/or rescinded.

By signing, the Applicant and Fiduciary attest that each person who has signed this Application has full legal authority to bind the Applicant and Fiduciary’s organizations, respectively, and to execute this Agreement on each respective entity’s behalf.

SIGNATURE OF APPLICANT          DATE

SIGNATURE OF FIDUCIARY          DATE
ATTACHMENT A-1: TERMS AND CONDITIONS FOR APPLICANT USING A FIDUCIARY AGENT

THIS FORM MUST BE COMPLETED AND SUBMITTED AT THE TIME OF APPLYING FOR THE GRANT IF:

(1) The Applicant is contracting or using a different entity, organization or person, not employed by or in the same organization as Applicant, to receive or expend any grant monies awarded under this grant application upon final award.

Fiscal Agent:

<table>
<thead>
<tr>
<th>Fiscal Agent</th>
<th>Contact Person (Financial Manager)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand County</td>
<td>Diana Carroll</td>
</tr>
</tbody>
</table>

Mailing Address       | City | State | Zip  |
-----------------------|------|-------|------|
125 East Center Street| Moab | Utah  | 84532|

Telephone          | Cell Phone | Email |
---------------------|------------|-------|
435-259-1322        | 435-260-1204| dcarroll@grandcountyutah.net |

By using a Fiscal Agent, the Applicant and the Fiscal Agent agree to be bound by the terms and conditions set forth in the final Grant Agreement.

The Applicant and Fiscal Agent further agree that, if the grant is awarded, the grant funds will be disbursed directly to the Fiscal Agent, as appointed by the Applicant, pursuant to the terms and conditions set forth in a separate agreement between the Applicant and the Fiscal Agent. Nevertheless, because the agreement between the Applicant and the Fiscal Agent is a separate agreement, it cannot independently be enforced by the State.

Please attach a copy of the agreement between the Applicant and Fiscal Agent with respect to the requested grant funds to this grant application. If no agreement is currently in place, a copy of the agreement must accompany a copy of the signed Grant Agreement in order for funds to be awarded and/or disbursed. The failure to do so may result in the Grant award being denied and/or rescinded.

By signing, the Applicant and Fiduciary attest that each person who has signed this Application has full legal authority to bind the Applicant and Fiduciary's organizations, respectively, and to execute this Agreement on each respective entity's behalf.

Signature of Applicant: [Signature]
Date: 9-14-2018

Signature of Fiduciary: [Signature]
Date: 9-13-2018
Treatment # 2, 4, and 6

Herbicide Application

<table>
<thead>
<tr>
<th>Herbicide Applied</th>
<th>Adjuvant</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Roundup</strong></td>
<td></td>
</tr>
<tr>
<td>Application Method</td>
<td></td>
</tr>
<tr>
<td><strong>Broadcast application</strong></td>
<td>5%</td>
</tr>
<tr>
<td>Acres Treated</td>
<td></td>
</tr>
<tr>
<td>Approximate Date of Application</td>
<td>Fall of each year 2019-2021</td>
</tr>
<tr>
<td>Label of Treatment on GIS Data Layer</td>
<td>2, 4, and 6</td>
</tr>
</tbody>
</table>

Description of Treatment

Please describe treatment in detail and list budget categories the treatment will draw from. If the description exceeds the space given in this form, please attach either another page of this form or a word document of the continued information.

Throughout the year we will be systematically treating Giant Reed which is also known as *Arundo donax* with herbicide to help with population control and eradication. These plants are particularly hardy and prolific and herbicide is the most effective control method with large established patches.

The funding from this grant will go to seasonal employee labor cost and herbicide cost.

Saying which areas we will treat or not treat with herbicide we are leaving up to the property owners. Many in this area are against the use of any pesticide. So to say how much and where we will use at a site we will not know until we work at each site.

Please enter the breakdown of costs of this treatment in the table below.

<table>
<thead>
<tr>
<th>Category</th>
<th>ISM Grant Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herbicide</td>
<td></td>
</tr>
<tr>
<td>Labor</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
</tr>
</tbody>
</table>
Treatment # 1
Herbicide Application

<table>
<thead>
<tr>
<th>Herbicide Applied</th>
<th>Adjuvant</th>
</tr>
</thead>
</table>

**Milestone**

<table>
<thead>
<tr>
<th>Application Method</th>
<th>Application Rate</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broadcast application</td>
<td>7oz/acre</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Acres Treated</th>
<th>Approximate Date of Application</th>
<th>Label of Treatment on GIS Data Layer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>May-Oct 2019-2021</td>
<td>7-9</td>
</tr>
</tbody>
</table>

**Description of Treatment**

Please describe treatment in detail and list budget categories the treatment will draw from. If the description exceeds the space given in this form, please attach either another page of this form or a word document of the continued information.

Throughout the year we will be systematically treating Canada Thistle (*Cirsium arvense*) with herbicide to help with population control and eradication. These plants are particularly hardy and prolific and herbicide is the most effective control method on a large scale, which is how they often occur in our district.

The funding from this grant will go to seasonal employee labor cost and herbicide cost.

Please enter the breakdown of costs of this treatment in the table below.

<table>
<thead>
<tr>
<th>Category</th>
<th>ISM Grant Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herbicide</td>
<td>$3</td>
</tr>
<tr>
<td>Labor</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
</tr>
</tbody>
</table>
Treatment # 1

Herbicide Application

<table>
<thead>
<tr>
<th>Herbicide Applied</th>
<th>Adjuvant</th>
</tr>
</thead>
</table>

**Milestone**

<table>
<thead>
<tr>
<th>Application Method</th>
<th>Application Rate</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broadcast application</td>
<td>7oz/acre</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Acres Treated</th>
<th>Approximate Date of Application</th>
<th>Label of Treatment on GIS Data Layer</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>March-December 2019-2021</td>
<td>7-9</td>
</tr>
</tbody>
</table>

**Description of Treatment**

Please describe treatment in detail and list budget categories the treatment will draw from. If the description exceeds the space given in this form, please attach either another page of this form or a word document of the continued information.

Throughout the year we will be systematically treating Diffuse Knapweed (Centaurea diffusa) with herbicide to help with population control and eradication. These plants are particularly hardy and prolific and herbicide is the most effective control method on a large scale, which is how they often occur.

The funding from this grant will go mainly to seasonal employee labor cost and herbicide cost.

Please enter the breakdown of costs of this treatment in the table below.

<table>
<thead>
<tr>
<th>Category</th>
<th>ISM Grant Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herbicide</td>
<td>$482</td>
</tr>
<tr>
<td>Labor</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
</tr>
</tbody>
</table>
Treatment # 10-12

Herbicide Application

<table>
<thead>
<tr>
<th>Herbicide Applied</th>
<th>Adjuvant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Escort or Roundup</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Application Method</th>
<th>Application Rate</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broadcast application</td>
<td>1.5 oz/acre</td>
<td>or 64 oz./acre</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Acres Treated</th>
<th>Approximate Date of Application</th>
<th>Label of Treatment on GIS Data Layer</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Mar.-Oct 2019-2021</td>
<td>10-12</td>
</tr>
</tbody>
</table>

**Description of Treatment**

*Please describe treatment in detail and list budget categories the treatment will draw from. If the description exceeds the space given in this form, please attach either another page of this form or a word document of the continued information.*

Throughout the year we will be systematically treating Hoary Cress/whitetop (*Cardaria draba*) with herbicide to help with population control and eradication. These plants are particularly hardy and prolific and herbicide is the most effective control method on a large scale, which is how they often occur.

The funding from this grant will go to seasonal employee labor cost and herbicide cost.

The cost would be very difficult to break out because of the scattered nature.
Please enter the breakdown of costs of this treatment in the table below.

<table>
<thead>
<tr>
<th>Category</th>
<th>ISM Grant Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herbicide</td>
<td></td>
</tr>
<tr>
<td>Labor</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
</tr>
</tbody>
</table>
Treatment # 10-12

Herbicide Application

<table>
<thead>
<tr>
<th>Herbicide Applied</th>
<th>Adjuvant</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Escort</strong></td>
<td></td>
</tr>
<tr>
<td>Application Method</td>
<td>Application Rate</td>
</tr>
<tr>
<td><strong>Broadcast application</strong></td>
<td>1.5 oz./acre</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Acres Treated</th>
<th>Approximate Date of Application</th>
<th>Label of Treatment on GIS Data Layer</th>
</tr>
</thead>
<tbody>
<tr>
<td>60</td>
<td>Mar-Oct 2019-2021</td>
<td>10-12</td>
</tr>
</tbody>
</table>

**Description of Treatment**

Please describe treatment in detail and list budget categories the treatment will draw from. If the description exceeds the space given in this form, please attach either another page of this form or a word document of the continued information.

Throughout the year we will be systematically treating Perennial Pepperweed (*Lepidum latifolium*) with herbicide to help with population control and eradication. These plants are particularly hardy and prolific and herbicide is the most effective control method on a large scale, which is how they often occur.

The funding from this grant will go to seasonal employee labor cost and herbicide cost.

The cost break will be hard to figure because we will have to use a raft for a lot of this and water to carry to spray is limited for each trip. On the Private land we can do more because of access.

Please enter the breakdown of costs of this treatment in the table below.

| Category    | ISM Grant Cost |
|-------------|----------------|---|
| Herbicide   |                |
| Labor       |                |
| Equipment   |                |
| Other       |                |
| Administration |            |
| Totals      |                |
Treatment # 1
Herbicide Application

<table>
<thead>
<tr>
<th>Herbicide Applied</th>
<th>Adjuvant</th>
</tr>
</thead>
</table>

Milestone

<table>
<thead>
<tr>
<th>Application Method</th>
<th>Application Rate</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broadcast application</td>
<td>7oz/acre</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Acres Treated</th>
<th>Approximate Date of Application</th>
<th>Label of Treatment on GIS Data Layer</th>
</tr>
</thead>
<tbody>
<tr>
<td>400 acres</td>
<td>Mar.-Dec. 2019-2021</td>
<td>7-9</td>
</tr>
</tbody>
</table>

Description of Treatment

Please describe treatment in detail and list budget categories the treatment will draw from. If the description exceeds the space given in this form, please attach either another page of this form or a word document of the continued information.

Throughout the year we will be systematically treating Russian Knapweed (*Rhaponticum* or *Acroptilon repens*) with herbicide to help with population control and eradication. Which plants we are spraying is seasonally dependent. These plants are particularly hardy and prolific and herbicide is the most effective control method on a large scale, which is how they often occur.

The funding from this grant will go to seasonal employee labor cost and herbicide cost.

The other cost for this work depends on the equipment we use as well as the access to the infestation. The cost of the herbicide will be provided by the partners.

Please enter the breakdown of costs of this treatment in the table below.

<table>
<thead>
<tr>
<th>Category</th>
<th>ISM Grant Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herbicide</td>
<td></td>
</tr>
<tr>
<td>Labor</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
</tr>
</tbody>
</table>
Treatment # 1
Herbicide Application

<table>
<thead>
<tr>
<th>Herbicide Applied</th>
<th>Adjuvant</th>
</tr>
</thead>
</table>

**Milestone**

<table>
<thead>
<tr>
<th>Application Method</th>
<th>Application Rate</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broadcast application</td>
<td>7 oz. /acre</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Acres Treated</th>
<th>Approximate Date of Application</th>
<th>Label of Treatment on GIS Data Layer</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>March-December 2019-2021</td>
<td>7-9</td>
</tr>
</tbody>
</table>

**Description of Treatment**

*Please describe treatment in detail and list budget categories the treatment will draw from. If the description exceeds the space given in this form, please attach either another page of this form or a word document of the continued information.*

Throughout the year we will be systematically treating Spotted Knapweed (*Centaurea maculata*) with herbicide to help with population control and eradication. These plants are particularly hardy and prolific and herbicide is the most effective control method on a large scale, which is how they often occur. We will also be treated areas of Russian knapweed throughout the year.

The funding from this grant will go to seasonal employee labor cost and herbicide cost.

*Please enter the breakdown of costs of this treatment in the table below.*

<table>
<thead>
<tr>
<th>Category</th>
<th>ISM Grant Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herbicide</td>
<td>$100</td>
</tr>
<tr>
<td>Labor</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
</tr>
</tbody>
</table>
## Treatment #

### Mechanical Treatment (Requires Supplemental GIS Data Layer and Approval)

<table>
<thead>
<tr>
<th>Population control/plant removal</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Acres Treated</strong></td>
</tr>
<tr>
<td>These are scattered plants but is spread out over 75,000 acres. Actual acres treated will be closer to 150 acres.</td>
</tr>
</tbody>
</table>

### Description of Treatment

Please describe treatment in detail and list budget categories the treatment will draw from. If the description exceeds the space given in this form, please attach either another page of this form or a word document of the continued information.

In Grand County we have a limited yet potential threat of the invasive plants Houndstounge (Cynoglossum officinale) and Black henbane (Hyoscyamus niger) and for Giant Reed (Arundo donax). Currently the G.C.W.D. have been monitoring known populations, mapping the location of those found populations and implementing mechanical control via the method of removing seeds before they mature and by physically digging up each individual with in areas where said plants occur. This has been the most effective control method due to sparse, isolated populations.

If money was granted for these projects the money would mainly be used for labor costs of seasonal employee’s as this is the most costly part of this treatment method. This method of mechanical treatment requires little equipment is needed aside from shovels and clippers are required for this small scale method of mechanical treatment of these plants.

Breaking up the cost for each area is very difficult because of the scattered nature of the plants we are working with.
Note: Applications including any ground disturbance will require a supplemental .pdf and .shp file of area to be disturbed for archeological clearance. No ground disturbance will proceed without written approval from UDAF as defined in U.C.A. 9-8-404(1)(a).

Please enter the breakdown of costs of this treatment in the table below.

<table>
<thead>
<tr>
<th>Category</th>
<th>ISM Grant Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herbicide</td>
<td></td>
</tr>
<tr>
<td>Labor</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
</tr>
</tbody>
</table>
DECLARATION OF
CONFLICT OF INTEREST

FOR CONTRACTED OR GRANTED OBLIGATIONS WITH
THE
UTAH DEPARTMENT OF AGRICULTURE AND FOOD

Because contracted /grant obligations with the Utah Department of Agriculture and Food (UDAF) can be construed as “being employed” by the State of Utah you are required by state law (Utah Code Annotated 67-16-7 and-8) to disclose any conflict of interest you may have relating to your contract or grant with Utah Department of Agriculture and Food. Please list below and explain any involvement you may have with: State Government, Local Government including committees, districts, or boards, irrigation boards, Colorado River Salinity Control Program, United States Department of Agriculture, Bureau of Reclamation, Bureau of Land Management, U.S. Fish and Wildlife Service, or other party that has influence or participates with UDAF’s Invasive Species Mitigation program.

1).
2).
3).
4).

I understand that the filing of this Declaration of Conflict of Interest with Utah Department of Agriculture and Food satisfies the requirements as described in UCA § 67-16-7 and § 67-16-8.

I hereby declare under criminal penalty under the law of Utah that everything stated in this document is true.

_________________________  _________________________
Signature                  Date

_________________________  _________________________
Printed Name               Location

Witnessed before me ________________________ on ___________.

_________________________
Printed Name (Witness)
<table>
<thead>
<tr>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td></td>
</tr>
</tbody>
</table>

**April 2019**

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>9:00AM EMS SSD (EMS Training Center)</td>
</tr>
<tr>
<td>1</td>
<td>3:00PM Transit Authority Meeting (City Conference Room)</td>
</tr>
<tr>
<td>1</td>
<td>5:30PM Mosquito Abatement District (District Office)</td>
</tr>
<tr>
<td>2</td>
<td>12:00PM Joint County Council &amp; PC workshop on moratorium (Chambers)</td>
</tr>
<tr>
<td>2</td>
<td>2:00PM Joint County Council &amp; EMSSSD Workshop and tour of EMS Facilities</td>
</tr>
<tr>
<td>2</td>
<td>4:00PM County Council Meeting (Chambers)</td>
</tr>
<tr>
<td>3</td>
<td>11:00AM Housing Task Force (Library)</td>
</tr>
<tr>
<td>3</td>
<td>1:30PM BLM/Grand County Coordination Mtg (Moab Field Office)</td>
</tr>
<tr>
<td>3</td>
<td>5:30PM CHCSSD (Hospital)</td>
</tr>
</tbody>
</table>

**BLM meeting re: Roads ◆ BLM office**

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>12:30PM Council on Aging (Grand Center)</td>
</tr>
<tr>
<td>8</td>
<td>11:00AM Council on Aging (Grand Center)</td>
</tr>
<tr>
<td>8</td>
<td>2:00PM Conservation District (Hospital)</td>
</tr>
<tr>
<td>8</td>
<td>3:00PM Transit Council Advisory Committee (Chambers)</td>
</tr>
<tr>
<td>8</td>
<td>5:30PM Planning Commission (Chambers)</td>
</tr>
<tr>
<td>8</td>
<td>5:30PM OSTA Advisory Committee (OSTA Conf. Room)</td>
</tr>
<tr>
<td>8</td>
<td>6:00PM Cemetery Maintenance (District Office)</td>
</tr>
<tr>
<td>8</td>
<td>10:00PM Transportation Special Service District (District Office)</td>
</tr>
<tr>
<td>10</td>
<td>10:00AM BLM/Grand County Coordination Mtg (Moab Field Office)</td>
</tr>
<tr>
<td>10</td>
<td>11:00AM Housing Authority of Southeastern Utah (City Chambers)</td>
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<td>10</td>
<td>1:00PM Arches Special Service District (Fairfield Inn &amp; Suites - 1863 N. Highway 191)</td>
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<td>11</td>
<td>12:00PM Change of Gov't - Study Committee Mtg</td>
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<td>12</td>
<td>5:30PM Library Board (Library)</td>
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<td>12</td>
<td>7:00PM Thompson Water District Board (Thompson Fire Station)</td>
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<td>12:00PM Change of Gov't - Study Committee Mtg</td>
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<td>13</td>
<td>5:30PM CHCSSD (Hospital)</td>
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**Grand County Audit ◆ Chambers**

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<th>Date</th>
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<tr>
<td>21</td>
<td>3:00PM Moab Tailings Project Steering Committee (Library)</td>
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<td>22</td>
<td>8:30AM Chamber of Commerce (Zions Bank)</td>
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<td>23</td>
<td>9:00AM Canyon Country Partnership (CCP) (Dead Horse Point)</td>
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<td>24</td>
<td>11:00AM Housing Task Force (Library)</td>
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<td>25</td>
<td>5:30PM CHCSSD (Hospital)</td>
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<td>26</td>
<td>1:30PM UDOT Annual visit (Chambers)</td>
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<td>27</td>
<td>11:00AM Housing Task Force (Library)</td>
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<td>28</td>
<td>5:30PM CHCSSD (Hospital)</td>
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<td>5:30PM CHCSSD (Hospital)</td>
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<td>11:00AM Housing Task Force (Library)</td>
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<td>11:00AM Housing Task Force (Library)</td>
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**BLM meeting re: Roads** **BLM office**

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<th>April 2019</th>
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4/12/2019 11:41 AM
Employment Opportunities

GCSO Corrections Officer
Posted August 1, 2017 8:00 AM | Closes May 31, 2019 5:00 PM
Must Complete Sheriff's Office Application Click Here to Download Job Summary Under the supervision of the Assistant Jail Commander the Corrections Officer is a... Full Description

GCSO Patrol Deputy
Posted August 1, 2017 8:00 AM | Closes May 31, 2019 5:00 PM
Must Complete Sheriff's Office Application Click Here to Download Job Summary Under the direct supervision of the Patrol Supervisor the Deputy Sheriff... Full Description

GCSO-Communications/Dispatch
Posted January 26, 2018 8:00 AM | Closes May 31, 2019 5:00 PM
Must Complete Sheriff's Office Application Click Here to Download Job Summary Under the direct supervision of the Jail Commander the... Full Description

GCSO-Food Services Asst. Mgr.
Posted January 30, 2019 8:00 AM | Closes May 31, 2019 5:00 PM
Must Complete Sheriff's Office Application Click Here to Download GENERAL PURPOSE Performs a variety of duties assisting with the day-to-day supervisory... Full Description

Human Resources Director
Posted April 11, 2019 8:00 AM | Closes April 26, 2019 5:00 PM
GENERAL PURPOSE Performs a variety of complex administrative, managerial and professional duties related to planning, organizing, directing and coordinating the... Full Description

Apply Online

Sand Flats Recreation Area - Technician I
Posted April 2, 2019 8:00 AM | Closes April 19, 2019 5:00 PM
GENERAL PURPOSE Performs a variety of working level, skilled and semi-skilled duties related to visitor orientation and safety, resource protection, and facility... Full Description

Apply Online
<table>
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<tr>
<th>Date</th>
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<th>Permit Status</th>
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<tr>
<td>APRIL</td>
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<tr>
<td>12-21</td>
<td>Easter Jeep Safari</td>
<td>exempt</td>
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<td>19</td>
<td>Operation Underground Railroad</td>
<td>new</td>
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<td>27</td>
<td>AMASA</td>
<td>pending</td>
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<td>19-21</td>
<td>Adventure RABBI Passover</td>
<td>permitted</td>
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<td>April 26-May 5</td>
<td>Building Man</td>
<td>pending</td>
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<td>14-18</td>
<td>Rally on the Rocks</td>
<td>Pending</td>
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MAKE A DIFFERENCE IN YOUR COMMUNITY
Become a Grand County Board or District Volunteer

Due Date: OPEN UNTIL FILLED

<table>
<thead>
<tr>
<th>COUNTY BOARD, COMMISSION AND COMMITTEE</th>
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<tr>
<td>The following Boards, Commissions &amp; committees currently have vacancies. Applicants must live in Grand County unless otherwise indicated, have the appropriate expertise when required by law, and agree to abide by the County's Conflict of Interest Ordinance.</td>
<td>Vacancies</td>
<td>TERM EXPIRATION</td>
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<tr>
<td><strong>Budget Advisory Board</strong> <em>(must be registered voter in Grand County with a demonstrated interest in, or professional knowledge of budgeting and finance)</em></td>
<td>1</td>
<td>12/31/2020</td>
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<td><strong>Historical Preservation Commission</strong> <em>(May reside in Grand, Emery or San Juan County; Must have a demonstrated interest or knowledge in historical preservation)</em></td>
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<td>12/31/2022</td>
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<tr>
<td><strong>Housing Authority of Southeastern Utah</strong> <em>(may reside in Grand or San Juan County)</em></td>
<td>1</td>
<td>12/31/2023</td>
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DISTRICT BOARD

The following District Boards currently have vacancies. Applicants must reside in Grand County, must be a registered voter within the District, and may not be an employee of the District.

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<tr>
<th>DISTRICT BOARD</th>
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<tr>
<td><strong>Arches Special Service District</strong> <em>(Must reside within the District)</em></td>
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<td><strong>Recreation Special Service District</strong></td>
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<td>12/31/2019</td>
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<tr>
<td><strong>Transportation Special Service District</strong> <em>(must reside in unincorporated Grand County)</em></td>
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<td>12/31/2022</td>
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Interested applicants shall complete the "Board, Commission, and Committee Certification and Application Form" available at www.grandcountyutah.net/pdf/BoardAppForm.pdf, or at the County Council's Office. Completed applications may be emailed to council@grandcountyutah.net, or delivered to 125 E. Center Street. All new qualified applicants will be interviewed. The County Council will making appointments at a Regular Council Meeting upon a recommendation from Board, Commission, Committee or District Board. Board member responsibilities can be found at https://www.grandcountyutah.net/194/Boards-Commissions-Committees. For more information, please contact Bryony Hill at (435) 259-1346.
Bid Title: Request for Proposals - 4th of July Fireworks Display
Category: Council's Office
Status: Open
Bid Recipient: Chris Baird, Clerk/Auditor

Description:

To provide a July 4th fireworks display with full services, including, but not limited to all costs, expenses, materials, delivery, set up, staging, permitting, property use approvals, clean-up and interfacing with appropriate authorities including the Fire Department. Weather permitting, these services shall be provided on July 4th, 2019 at or near dark. Grand County has budgeted $27,000 for this event and the total cost for this event shall not exceed that amount.

The fireworks display shall consist of at least an 18 minute continuous period of assorted firework shells, false finale, and grand finale.

It is the intent of this Request for Proposals (RFP) to set forth the minimum acceptable requirements for responses to this request.

If, on July 4, weather conditions (such as wind, hail, or rain) exist that are not conducive to a safe fireworks display, then these services shall be provided on an agreed upon rain date.

There is a possibility of a multi-year contract.

RFP QUESTIONS & SUBMITTALS:

Chris Baird, Clerk/Auditor
Clerk's Office
125 East Center Street
Moab, UT 84532
(435) 259-1322; cbaird@grandcountyutah.net

SCOPE OF SERVICE QUESTIONS:

Ruth Dillon, Council Administrator
125 East Center Street
Moab, UT
(435) 259-1347; rdillon@grandcountyutah.net

Publication Date/Time:
3/16/2019 8:00 AM
Closing Date/Time:
4/19/2019 4:00 PM
Contact Person:
Ruth Dillon, Council Administrator
435-259-1347 or rdillon@grandcountyutah.net

Plan & Spec Available:
See related documents.

Business Hours:
8-5pm

Qualifications:
See related documents.

Special Requirements:
See related documents.

Related Documents:
RFP Fireworks Display
The Grand County Council invites you to attend the required Annual Open and Public Meetings Act Training Thursday, May 23, 2019 at The Grand Center

Session 1: Budgeting and Financial Reporting
- 10:30 AM – 12:00 PM
- Presented by Calvin Bergmann, State Auditor’s Office
- Required once for each term of a Board Member’s service, typically every 4 years (required within one year of election/appointment)

12:00 PM: Pizza served for all attendees!

Session 2: Legislative Update / Open and Public Meetings Act Training
- 12:15 PM – 1:15 PM
- Presented by LeGrand Bitter, UASD Executive Director
- Mandatory for Public Officials each year, Staff Liaisons strongly encouraged to attend
- Topics Include:
  - Legislative Update
  - State Requirements of the Open and Public Meetings Act
    - Public Notice
    - Written Minutes
    - Closed Meetings
    - Electronic Meetings
    - Chance or Social Meetings
    - Electronic Message Transmission

Session 3: General Board Member Training
- 1:15 PM – 2:50 PM
- Presented by LeGrand Bitter, UASD Executive Director
- Required once for each term of a Board Member’s service, typically every 4 years (required within one year of election/appointment)
  - Board Governance (Legislative Auditor General Findings; Board Member Qualifications; Board Responsibilities)
  - Ethics
  - Nepotism
  - Government Records Access and Management Act (GRAMA) Overview
  - Board Personnel Policy
  - Dealing with other Items of Importance

WHERE: Grand Center, 182 North 500 West, Moab, (435) 259-6623

Affirmative RSVPs by 5PM Friday, May 17th:
Bryony Hill: bchamberlain@grandcountyutah.net or (435) 259-1346
AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
April 16, 2019
AGENDA ITEM: Y

**TITLE:** Continued discussion on progress with Land Use Code amendment discussions by the Planning Commission to address concerns outlined in the moratorium that prohibits new land use applications or permits for overnight accommodations in unincorporated Grand County through approximately August 4, 2019

**FISCAL IMPACT:** Unknown

**PRESENTER(S):** Council Member Morse

**PREPARED BY:** Zacharia Levine, Community & Economic Development Director

**STATED MOTION:**

N/A – Discussion only

**STAFF RECOMMENDATION:**

The purpose of holding a joint planning commission-county council meeting on April 2, 2019 is three-fold.

**BACKGROUND:**

*Note: The following section will serve as a running catalog of formal meeting discussions about the referenced Temporary Land Use Regulation (TLUR). It is provided in reverse chronological order so planning commissioners and members of the public can review the discussion as it evolves.*

**General update:**

Landmark Design, on behalf of the City and County, will host a public workshop on April 30, 2019 from 5-7pm at The Grand Center. The purpose of this workshop is to present the results of some case study analysis, findings from LYRB’s economic analyses (LYRB is a sub-consultant.), and preliminary ordinance concepts. A follow-up public workshop is tentatively planned for May 21, 2019.

Within the next week, Landmark will add to the project website at [www.moabarealanduse.com](http://www.moabarealanduse.com) the summary of public comments provided during the March 26 and 27 scoping meetings, Zacharia’s summary of comments from additional focus group meetings, any additional advisory committee meeting minutes, case study analyses, preliminary policy concepts, and other relevant material.

On April 23, 2019, CED staff will continue its presentation of potential zoning changes to the planning commission. Zacharia will also attend the City Council meeting to ensure coordination between the City and County occurs as desired.

**April 8-12, 2019:**

Zacharia facilitated four focus group meetings with multiple stakeholders representing a mix of local businesses: retail, restaurant, outfitters, professional services, real estate brokers, hotel developers/owners, high school students, and middle school students. Zacharia is in the process of summarizing the comments and perspectives shared during these focus group meetings.
April 9, 2019:

As part of its standing agenda item discussion, the planning commission talked about the TLUR and suggested preliminary ideas for regulatory changes. Planning commissioners raised the following questions and requests for research/analysis:

- How can/should the City and County differentiate between higher density and lower density lodging, hotels/motels and condominiums and campgrounds, and other scale dimensions?
- Where are neighborhood-scale commercial and mixed-use development nodes feasible? Where do they belong?
- There is support for the concept of performance-based zoning related to water use, energy efficiency, and indicators of need/benefit/capacity.
- There is support for public policies and budgetary expenditures that emphasize residents, community infrastructure, and quality of life (both related and unrelated to zoning regulations).
- The County should establish different regulations for lodging development in the peripheries of the Moab Valley. In some areas (Thompson, Cisco, etc.), lodging development is warranted. In others (north US-191 between Arches NP and Crescent Junction), lodging development may not be warranted.
- Two county council members in attendance suggested the County should, “start with the most restrictive regulations possible, and then work from there.”
- Planning commissioners acknowledge that many relevant planning efforts need to occur that require more time than is offered by the 180-day moratorium, and may not be zoning related changes, but that these efforts and ideas should be recorded. For example, transportation planning and elements of state and federal policies that influence the local economy.
- Some planning commissioners requested that Landmark Design include in their preliminary set of solutions the following elements: A new or modified version of the Overnight Accommodations Overlay; restriction of new lodging to the “north US 191 corridor; prohibition of new lodging elsewhere in the City and County; enhanced form-based standards that would regulate any new lodging development.

April 2, 2019:

Grand County hosted a joint planning commission-county council meeting on April 2, 2019 for three reasons. The first objective was to ensure members of each body were aware of where the County was at within the 180-day TLUR/moratorium timeline, what had occurred to date, and where the process would go next. The second objective was to ensure the planning commission and county council agreed upon next steps, staff activities, and information requests to Landmark Design and its sub-consultants. The third objective was to provide planning commissioners and council members an opportunity to float initial ideas for regulatory changes that could make their way into draft ordinances.

Highlights from the joint meeting included:

- Future meetings for the public should occur at neutral locations to avoid any resident confusion about which entity hosts the event.
- PC and CC members want to know what the regulatory boundaries are for changes to the LUC.
- PC and CC members have an interest in best practices gleaned from similar communities, in and out of Utah.
- PC and CC members agreed that different regulatory tools could and should be applied to different geographic areas.
- PC and CC members in attendance reached consensus that the “north US 191 corridor” (i.e. the north edge of downtown Moab to Arches NP) should be treated differently than the “south US 191 corridor” (i.e. the south edge of downtown Moab to the Grand-San Juan border). A planning commissioner
suggested that new lodging establishments, if allowed, might be appropriate in the north corridor whereas more diverse, non-lodging commercial activities oriented more towards residents were more appropriate in the south corridor. The logic behind this recommendation was that little residential development currently exists in the north corridor and increasing levels of residential development is occurring in the southern reaches of Spanish Valley.

- Those in attendance expressed support for mixed-use development and the underlying principles of form-based codes, although there was concern about where mixed use development would be feasible, the time needed to develop form-based codes, and uncertainty in what they would look like.
- Conservation districts were identified as a way to protect certain areas from undesirable change or to preserve certain characteristics
- PC and CC members in attendance seemed to reach consensus on the use of an overlay for accommodations developments, which would give the City and County more legislative discretion in approving or denying development applications. A planning commissioner recommended making development approvals contingent upon broader indicators of the need for and capacity to handle new lodging developments, especially for the edification of future legislative bodies.
- Special assessment taxing areas were identified as a possible mechanism for extracting more community benefits or value from lodging developments, although more research would be needed.
- Multiple PC and CC members noted the potential benefit of supporting nodes of neighborhood scale commercial development. More retail, office space, and small business development opportunities are needed.

March 26-27, 2019:

Landmark Design, the City, and the County hosted two open house sessions to generate citizen comments regarding accommodations-based development and land use planning in general within the Moab Valley. Landmark Design and CED Staff are currently in the process of collating and organizing the comments. Once finalized, the public will have an opportunity to comment on their accuracy, comprehensiveness, and any gaps.

March 19, 2019:

Zacharia Levine provided a brief update to the county council on work related to the TLUR/moratorium and invited council members and the public to attend the open houses scheduled for March 26 (5-7pm) and March 27 (11:30am-1:30pm), both at City Hall.

March 13, 2019:

Landmark Design facilitated the first meeting of an advisory committee for the land use planning and moratorium work. The meeting agenda and minutes are attached.

March 12, 2019:

Zacharia Levine presented to the planning commission a “zoning toolbox” to expand and frame the conversation around potential changes to Grand County’s regulatory environment for accommodations-based developments. The presentation is attached.

Representatives from multiple water stakeholder groups presented information to the planning commission regarding their groups’ position on water availability, quality, and distribution. The resources provided to the planning commission are attached. The objective of these presentations was to develop additional clarity on what is known and not known about the safe yield for annual water withdrawals from the Glen Canyon Aquifer, and where various groups have agreement or disagreement on estimates. The goal was not to generate consensus about the effective role of water in Grand County’s land use regulations at this time.
March 11, 2019:

The county council reviewed and approved the attached scope of work for utilizing Landmark Design to conduct land use planning and ordinance development related to accommodations-based development at a not-to-exceed amount of $19,000.

March 5, 2019:

A brief update was provided to the county council on how the planning commission and staff intend to proceed with the moratorium planning work. Council members were informed of the tentative schedule outlined below.

Council was also briefed on the potential to coordinate land use planning efforts with the City of Moab through a shared or complimentary contract with Landmark Design. The City of Moab had already contracted with Landmark to assist in the creation of a future land use element to be added to the City’s recently adopted general plan. As the City of Moab also passed a moratorium on new accommodations-based developments in early February, the City and County need to proceed along similar timelines. Council agreed in principal to the concept of coordinating planning efforts with the City with the idea that Zacharia Levine, the County’s Community and Economic Development Director, would serve as the primary staff liaison for both jurisdictions. Because the final scope of work was not ready for review prior to the March 5, 2019 meeting, a special meeting was called for March 11, 2019 where the Council could review and take action on the proposed scope of work with Landmark Design.

February 26, 2019:

The planning commission agreed to the following tentative timeline:

March 12: PC meeting, Start at 4pm
  - Request the following individuals provide reports on their agency’s or non-profit’s current knowledge of the availability, usage, quality, and distribution of water in the Moab Valley. Their reports should be five pages or less. Ideally, each individual will present their report highlights in about 5 minutes, and PC members will engage in Q&A to ensure clarity on what is known/not known and where there is agreement/disagreement.
  - Staff will present to the PC a first pass at the County’s “zoning toolbox” as it pertains to accommodations-based uses

March 26: PC meeting, Start at 4pm, end at 5:30pm; 1st public scoping meeting, Start at 5:30pm
  - Public scoping meeting will be used to query the public for ideas on updating the County’s plans/codes

April 2: Joint PC-CC workshop. 12-3pm.
  - Report on PC’s initial positions/ideas
  - Report on findings from public scoping meeting
  - Ensure PC and CC are on the same page still

April to early May: work on zoning tools/solutions/packages

May 14: 2nd public scoping meeting: Start at 5:30pm
  - Present zoning preliminary alternatives to the public and generate feedback

June 11: Planning Commission Public Hearing for draft ordinance

June 18: Recommended ordinance presented to County Council as a discussion item
July 2: County Council first reading of draft ordinance in a public hearing

July 16: County Council votes on ordinance

**Note the public hearing dates at planning commission and county council represent the very last dates of regularly scheduled meetings to adopt changes to the land use code prior to the moratorium expiring.

February 19, 2019:

The county council reviewed the questions and comments noted in the section dated February 15, 2019 below, and provided the following response (in no particular order):

- Pay particular attention to the whereas statements in the adopted ordinance, as these serve as the foundation for the TLUR and the issues Grand County needs to address.
- Segment the geographic areas under consideration to north of the Colorado River and south of Moab City Limits. While Thompson Springs, Crescent Junction, and Elgin (Green River) are of interest and import to the County, primary consideration shall be given to the areas south of I-70.
- Consider establishing a citizen working group to assist with the research, analysis, and recommendation process.
- Consider identifying the full range of zoning tools available to the County in its regulation of accommodations-based developments. For example, the County could permit accommodations-based developments through an overlay (like the HDH overlay), implement stricter form-based, implement higher energy efficiency or environmental performance standards, require collocation of uses (i.e. mixed-use), create new zone districts, or use a host of other tools.
- Consider the Council’s desire to provide for a mix of commercial uses available to both residents and visitors, and give particular consideration to the needs of small businesses serving residents and entrepreneurs furthering industry diversification in the area.
- While coordination with the City is desired, proceed with the analysis and recommendation process as directed by the county council. County staff will consult with City staff and, when and where appropriate, advise the Councils on needed areas for coordination and collaboration.
- The Council is interested in co-hosting open house and public participation events with the City of Moab when and where appropriate.

February 15, 2019:

As of February 15, 2019, staff and planning commissioners collectively developed the following list of questions and considerations. The intended use of this list is to gain additional clarity from the county council on desired next steps and pertinent issues related to the TLUR.

Key:

ZL = Zacharia Levine, CED Director
KG = Kenny Gordon, P&Z Administrator
TM = Terry Morse, CC Liaison
GW = Chair Gerrish Willis
AS = Vice Chair Abby Scott
RN = Rachel Nelson
RO = Robert O’Brien
EC = Emily Campbell
CG = Cricket Green
KW = Kevin Walker
1. How much lodging development does the County want and need?
2. Where should the County allow lodging development?
3. In what form should the County permit lodging development?
4. What is the role of lodging development within the larger Grand County economy?
5. What does the Planning Commission need from County Council (e.g. data, participation, direction, clarity, etc.)?
6. What role does the County Council want to play?
7. What can the County actually accomplish handle in six (6) months? What is a realistic scope of work/analysis?
8. How should the County PC, Council, and Staff coordinate with Moab City?
   1. Infrastructure: roads, water, sewer, etc.

KW:

ZL’s list of questions above looks great to me. Perhaps also

1. How does lodging development affect economic diversity in Grand County? (perhaps a sub question of ZL-Q4, above)

GW:

(I realize this is a long list and we need to spend some time winnowing down our issues and questions)

1. How will groundwater availability be affected by continued overnight accommodation construction if it continues at current rates of building and per capita use?
2. Are the economics of condo development such that if a permanent ban on overnight accommodations were enacted future condo construction demand would continue, but for long term occupancy instead of overnight rentals?
3. Are there sufficient land areas for light industrial and other commercial developments such as professional offices, stores, etc. outside the HC zone? I think this relates to Kevin’s bullet.
4. Are there examples of other resort communities that have banned or limited overnight accommodation development?
5. If it is decided that no use or zoning changes are warranted, how will this decision affect traffic congestion and wait lines in stores and restaurants? Is congestion quantifiable?
6. If it is decided that no use by right or zoning changes are necessary, what will be the effect of additional staffing needed to maintain and service future overnight accommodations on long-term housing affordability and availability?
7. I think Moab City might farm some of their analysis and data collection out to a consultant. Is there a consulting firm that the county could hire to assist with the analysis necessary to help the council decide on necessary zoning changes to address this issue? This relates to Z’s number 7.
8. Campgrounds are low density uses of land when compared to other overnight rentals. If a limit or ban of new overnight accommodations did not include new campgrounds, what effects would that have on land availability for long term housing and other commercial developments?
9. Some HC landowners expect to make windfall profits by developing or selling their property for overnight accommodations. How will a ban affect future land prices in the HC zone?
10. Would form based zoning improve diverse commercial development potential in the HC zone?
11. How appropriate and suitable are Cisco and Thompson for overnight accommodation development?

RN
• In regards to GW-Q2 above, is there a planning formula for determining how much commercial acreage (excluding overnight accommodations) should be allocated per capita (including seasonal visitors, whom I imagine would be counted as fraction of a full time resident)?
• In regards to GW-Q11 above, have there been any studies on water availability in Cisco and Thompson? Or is current data limited to the Moab Valley.
• In regards to GW-Q10 above, how would an application for development (including overnight accommodations) using form based codes play out from start to finish? For example we used increased height allowances, density, etc. to encourage development in the HD overlay areas. Form based seems like the exact opposite of this technique….so how does it work and is it even adoptable and practical?

AS:

2. What part of your constituency wants more lodging development? What types of lodging? Does any part of your constituency want more hotel development? Is the goal to restrict lodging (or just hotel/motels) as much as possible?
3. Would the Council like to see greater conditions put on lodging in areas where it will be permitted? What are the concerns that should be addressed with those conditions?
4. Does Council see a need to differentiate between types of lodging? For example, should campgrounds be considered separately?
5. Would the Council like to see greater restrictions on other types of non-residential use such as restaurants or automobile-related businesses?
6. Would the Council like to see greater restructuring of where non-residential zones exist and what is permitted in those zones, or address lodging only and leave other zone boundaries and descriptions as is?
7. What does the Council foresee as negative impacts from limiting hotels? Does the Council have any specifics about which impacts are most important or which impacts are most in need of mitigating?
8. What is the Council doing to reach out to the new San Juan County Commission or Planning Commission on this issue? Are there efforts at coordinating? Would the Council like to see meaningful involvement from San Juan County, or meaningful attempts to reach out to San Juan County Commissioners and Planning Commissioners? What type of coordination with San Juan County do we want to see, if any?
   1. Terry mentioned that there is will on the Council to be involved in this process and help the Planning Commission. If the County Council would like to see meaningful involvement from San Juan County, I think that this is an area where members of the County Council should take the lead and make the first attempts at reaching out, if this hasn’t been done already. I understand that historically, San Juan County has been resistant to coordinating with Grand County, but it might be worth trying again.
9. How much should Planning Commission factor in the potential for increased traffic if lodging moves to San Juan County?
10. Do you see a need for changes to the zoning in outlying areas such as Crescent Junction & Thompson? Does it make sense to try to make those areas for attractive to hotel development? Has your constituency in outlying areas expressed desire for lodging development?
11. What degree of public involvement do you see being most beneficial? What are the ways that the County Council and Planning Commission should be reaching out to the public and encouraging public involvement?
12. Are there communities that have limited lodging development that we should look to as a guide?

Great questions (above). In terms of Issues I think that this moratorium would not be in place except for the following:
1. The great pressure on housing for residents and affordable housing. Therefore we need to think about how overnight accommodations affect that issue. It would be nice to have some analysis here though I think we have some idea, we do not likely know the quantitative impact.

2. Crowding of everything is the second issue that people are likely to mention. Neighborhood streets and even 191 through town and on the edge of town. Markets, stores, eating establishments, favorite hiking places, and so on. This issue is certainly two pronged in terms of the tourist economy and the quality of life (outside of the economics).

3. Water is an issue often brought up. How many people can we have in the Spanish Valley area with climate change being a factor not often discussed?

4. Those are what I think are the main drivers of the moratorium, but please mention others. I likely will keep them in mind as we address this problem.

February 12, 2019:

The planning commission reviewed the directive and guide provided by the county council to initiate their planning efforts related to the TLUR. Planning commissioners asked questions of staff regarding the process. General conversation about the motivation and potential outcome of the TLUR occurred. With encouragement from staff, the planning commission compiled a list of questions to be shared with the county council for additional clarity in how to proceed with their analysis and development of a recommendation. The list of questions is provided above.

February 5, 2019:

County Council passed an ordinance enacting a temporary land use regulation prohibiting new land use permits for any land use associated with overnight accommodations, including hotels/motels, campgrounds, bed and breakfasts, condominiums and townhomes used for overnight accommodations, or any other land use associated with overnight accommodations. This temporary land use regulation does not apply to existing structures or vested development projects.

The County Council provided the following directive and guide to the Community and Economic Development staff and Planning Commission.

From the County Council:

DIRECTIVE AND GUIDE FOR COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT AND THE PLANNING AND ZONING COMMISSION

This document will serve to direct and guide the Community and Economic Development Department and the Planning and Zoning Commission in deliberations on the planning and regulation of future development in Grand County by locating and proposing appropriate zoning and/or rezoning of new development of the following Land Uses:

- All overnight rental accommodations, including but not limited to hotels, motels, condominiums, bed and breakfasts, apartments and bunk houses
- General retail and wholesale businesses
- Restaurants
- Light industry
- Automobile related businesses including ATV’s and OHV’s
- Other businesses which are appropriate for the economic benefit of the community

This should include considerations of:
• Where the respective uses should be located in the county
• A map of the placement of the uses that can be used to create the necessary zoning to ensure the intent of this moratorium is adhered to
• Attention given to a balance of services in locations that will serve the beneficial needs of the community
• Economic diversification
• Current essential needs

It is anticipated this study will result in legislative action being taken by the County Council on the recommendations of both the Community and Economic Development Department and the Planning and Zoning Commission once they have completed their evaluations and have put forth their conclusions.

**ATTACHMENT(s):**
Summary of Public Comments Provided March 26-27 (Landmark Design)
Zoning Toolbox 4.2.19 (Zacharia Levine)
Case Studies – Accommodations Policies in Other Communities (Landmark Design)
Public Workshop Flyer
The purpose of the open houses was to get a sense of residents’ current concerns and desires, particularly relating to the moratorium on overnight accommodations, as well as their concerns and desires for the future. The following summarizes key ideas heard at those meetings and input submitted via comment form and email (received as of April 2, 2019).

The purpose of this document is to capture the primary themes and sentiments expressed during the open house events. If you feel like there are any omissions or mischaracterizations of comments submitted to date, we encourage you to send or call us your feedback at moab@ldi-ut.com or 801.474.3300 (ask for Mark or Jenny).

Quality of Life

General:

- Moab has experienced significant growth in recent years, especially within the lodging and tourism sector. Many characterized this trend as too much, unwanted, and/or undesirable growth, and that it had fundamentally altered the community’s character. Many suggested the Moab Area no longer feels like the place and community they valued, identified a lack of balance in the growth that has occurred, and noted different ways in which their quality of life has diminished, especially in the last three to five years. It was relayed that residents, friends, and neighbors have been moving away or making plans to do so, because of these changes.
- It was suggested that Moab and Grand County should take advantage of current opportunities to “creatively turn around the accelerating slide towards social, economic and environmental catastrophe.”
- Strong desires to slow growth (in general, and in the lodging and tourism sector) to a level where people will still want to live and recreate here was expressed, with sustainable growth” and “smart growth” being used to describe this shift.

Community Character:

- There is a great desire (and vision) for Moab to be a place that is “more than tourism” (See “What would you like Moab to be in 20 years?” section below)
• There is a desire for the Moab Area to be comprised of a diverse population; Some expressed concerns about fees/restrictions/economic conditions that might discourage or prohibit certain populations from visiting or living in the Moab Area.

**Transit/Transportation:**

• Traffic and congestion have increased dramatically with growth/increased tourism; specific problem areas cited by residents included:
  - The north end of town where US 191 changes from two lanes to four,
  - Recently signaled intersections,
  - Left turns in the downtown core, and
  - Parking.

These transportation trends, including infrastructure deficiencies, are seen as an impact to resident’s quality of life and as a public safety issue.

• Regional transportation planning was identified as a need, with the following considerations being highlighted:
  - Bicycle- and pedestrian-friendly roadways
  - Curb cuts and dedicated lanes
  - Special attention to Spanish Valley Drive (particularly, its speed and impact to surrounding neighborhoods)
  - Carrying capacity and level of service studies
  - Public transportation and transit
  - Travel between the future USU Moab campus and downtown, as well as multi-family housing and employment issues
  - Future bedroom community development in nearby communities such as Monticello, Green River, and Thompson

• Parking was cited as a big concern. Specific circumstances described included:
  - Inadequate parking at homes where multiple people staying overnight or living, which often results in illegal parking or blockages of adjacent neighbors, and
  - Inadequate parking for different user groups (e.g. trucks and trailers).

• A need and desire for public transportation through the Valley and to the National Parks was communicated, particularly if significant amounts of residential development occurs in the southern reaches of the Valley; Public transportation may need to be considered from nearby communities such as Monticello and Green River, if rent/housing continues to become less affordable and workforce housing shifts to those areas.

• Some identified the need for more protected bike lanes as current bicycling conditions could be viewed as unsafe. Green infrastructure for stormwater management was cited as a potential use for establishing a buffer.

• The Moab Area has developed with relatively wide residential roads, and current standards also require wide roads to be constructed in new developments. Some recommended rethinking the road design standards and considering other beneficial uses in place of some roadway width and that development costs could be reduced by reducing road construction costs and land dedicated to roads instead of other uses.
Overcrowding:

- Many expressed the ratio of hotels, short-term rentals, and other overnight accommodations to permanent residences as severely unbalanced (too many overnight accommodations); They suggested that the current supply of accommodations is sufficient and wanted to see a limit put on building additional accommodations in favor of, or in addition to, putting more attention towards the needs of Moab residents.
- It was suggested that different overnight accommodations should be treated differently (e.g. hotels vs. RV campgrounds). One person mentioned there were not enough places to accommodate RVs in Moab. Others suggested that “out-of-town” owners/developers should be held to different development standards than “local” owners/developers. Yet another individual feels like City/County to treat nightly condos projects differently than hotel projects, citing that condos have greater opportunity to be more sustainable (use less water, hire local property management companies, etc).
- Multiple individuals reported anecdotes from tourists/visitors that overcrowding in Moab negatively impacted their experience and may not or will not return, with one of those individuals saying that a recent guest at their condo/rental said, “This is a great place you have here, but there are too many people. We may or may not come back.”
- A sentiment of special event fatigue was expressed. Many feel the number and size of events occurring in Moab has increased, and the season for events taking place has extended. They expressed a desire:
  - To see fewer events permitted,
  - Additional restrictions placed on events, and
  - Periods of time restricted from events, such as a certain number of no-event weekends even during peak seasons.
- The proposed Arches National Park reservation system was identified as a potentially beneficial change for slowing visitation.

Noise:

- Noise from UTVs and other motorized off-road vehicles was identified as another major concern. One resident stated, “City residents aren’t allowed to have roosters, yet UTVs are allowed at all hours of the day.”

Environmental Impacts

Water:

- Many expressed concern about having adequate water, especially with the amount of development/growth occurring; They expressed a desire to see greater coordination with San Juan County over this issue.
- Water consumption by tourists was specifically raised as a concern; Possible solutions offered were using water tokens to set limitations on time/amount of water consumed and regulating the size of pools that hotels can build.
- Others expressed that development/current activities/land use practices (grazing) impact the water sources and should be considered when planning for the future (e.g. the “dust on snow”
phenomenon is changing the hydrology of the Colorado River); It was mentioned that these activities also impact the local soils and that soil is also a non-renewable resource.

Landscape:

- It was noted that dispersed camping is taking a toll on the environment. Commenters suggested that overuse of the landscape is occurring, and questioned what the carrying capacity of the land. It was suggested that conversations between the local government and state/federal entities need to happen to minimize these impacts and come up with a solution.
- A feeling was expressed that public lands also have a “carrying capacity” and can’t take the current amount of people/use. For example, adding a second access point into and out of Arches NP might address traffic and auto congestion, but it does not increase the land’s carrying capacity.
- UTVs and other motorized off-road vehicles were reported to have greatly increased and encroached in both natural and residential areas the last few years. Commenters noted that the desert is delicate, and expressed concerns that the level of disturbance occurring could cause about “dust bowl” conditions.

Air Quality: Some communicated their experiences with and concerns about worsening air quality caused by grazing, development, and touristic activities in the area. They suggested the City and County need to record/track/mitigate before it becomes a bigger problem.

Light Pollution: Residents communicated a strong desire to protect dark skies in the area. They expressed concern about the impacts of development in San Juan County to the night sky and desire to see coordination between Grand and San Juan counties on the effort.

Wildlife Habitat: Reminders were expressed regarding the need to think about the impacts of development/tourism on wildlife and wildlife habitat.

Visitor Education: Many brought up a need, and potential, for spending less money on marketing/advertising Moab as a destination and spending more money on visitor education (e.g. how to limit impacts on and provide care for the area’s unique environment).

Regulation/Local Government/Planning

- Feelings were relayed that local government has not exercised enough will power in denying unwanted development or enforcing regulations on-the-books, and that up-zoning has occurred too often. The need to support local government officials as they make efforts to mitigate some of the “damage to our community” was also communicated.
- Many expressed a desire to see more regulation/controls put into place that would give elected officials far more discretion in determining which projects get approved and constructed, rather than “pre-approved” or “use by right” zoning that currently exists in commercial areas.
- Some observed that a lot of new construction has been/is out of scale for the town; In lieu of large hotels, commenters recommended only allowing smaller-scale hotels, inns or B&B’s and possibly requiring them to have street-level retail or restaurants and adjoining workforce housing.
• There was a desire by some to see zoning regulations in the City of Moab overhauled, specifically: consistency in height calculations, measuring setbacks and clarity in hillside development regulations.

• Some would like to see tiny homes allowed in residential housing areas, with a tiny home specific building code being instituted to make these a compatible use/viable housing option.

• There was a strong desire expressed for a permanent or lengthened moratorium to stop or slow down growth. Another common sentiment was the desire to limit the number of overnight accommodation units allowed.

• Many felt like development has happened without much thought to planning for the future or what residents want Moab to be. There was expressed that zoning could be a way to choose what you wanted. What is the end in mind? Do we want unlimited tourist growth or do we want to be sustainable? If you don’t build it, they won’t come. Zoning seems the best way to do that.

• Many residents commented on the need for more regulation in the future. Specific concerns/ideas suggested included:
  o Design: Create design guidelines or other mechanisms to give new construction a direction that cohesive and thoughtful.
  o Viewsheds: Look closely at implementing set backs and height restrictions to preserve valuable views of the canyon rims.
  o “Old Town”: Create an overlay that helps preserve the sense of history and place of Moab.
  o Open Space: As the area densifies, acquire open/green space acquired. There is currently a need for more pocket parks and community gathering spaces and open/green space could be mandated in new developments.
  o Trails: Require new developments to provide easements and connections for/to a non-motorized trails.
  o Sustainable Architecture: Require new construction to incorporate passive solar construction.
  o Sustainable Practices: Require low flush toilets and showers in all new and existing overnight accommodations; Require hotels and retail businesses to recycle.
  o Vegetation/Soil Disturbance: Require a restoration plan for the disturbance of any soils or vegetation.
  o Noise: Implement noise requirements on all roads and investigate implementing a no UTVs or noisy motorcycles policy on city streets.
  o Parking: Require adequate on-site parking for recreational vehicles/trailers for all overnight accommodations.

• There was a desire expressed to see incentives and more flexibility for desired uses and less incentives and flexibility for undesired uses (e.g. tourism-related businesses). It was suggested that new hotels could be required to include street-level retail or restaurant space.

• One individual expressed that County high density residential overlays don’t work in agricultural and existing residential areas and that existing road infrastructure cannot handle the increase in population.

• Some feel like the State and locals define a good “quality of life” differently and expressed a concern that State laws could potentially limit options that might work best for the Moab area.
• One individual expressed a feeling that landlords in the area need to held more accountable; Conversely, another individual expressed a feeling that there are good landlords out there (nightly rental, specifically) and that these good landlords get “punished” with additional requirements and fees because of the actions of others.

• A concern was expressed that if stricter restrictions occur in Grand County, developers will shift their attention to San Juan County. The amount of potential growth in San Juan County frightens some, particularly because San Juan County currently relies on Grand County for its emergency and sanitation services, and there was a desire expressed to see cooperation/planning between the two counties. One individual suggested that certain requirements could be required if/when development San Juan County is allowed to be serviced by Grand County Water and Sewer services, for example: the implementation of dark sky ordinance, lot size/density restrictions, limitation on large scale development and other commercial enterprises that don’t match the Grand County’s vision.

• One individual expressed a desire for Grand County and Moab work together/function as one “greater Moab area city-county”. They suggested that Grand County annex into Moab (south of Moab to the County line).

• Several individuals articulated the likelihood that an economic slowdown is likely to come. One individual mentioned that the City/County should use any downturn to catch up and get significant planning completed.

Overnight Accommodations/Higher Density in Existing Residential Neighborhoods
Varied concerns and opinions were expressed regarding overnight accommodations in residential areas, including the following:

• Allow nightly rental and/or higher density developments in existing residential areas (R-2 zones) causes conflicts; Zoning has been too easily changed on a property by property basis in the past and they would like to zoning be used and enforced to protect existing residential neighborhoods.

• R-3 zones are already mixed-use zones; Overnight/short term rentals should be considered in those zones.

• Rather than outright ban, provide less restrictions on short-term rentals in residential areas; For example, consider limiting the number of weeks or times a year that a home can rented out (Telluride and Austin have both done that).

Economy

• Many expressed a desire for greater local ownership or a direct benefit from tourism to the local community, rather than large corporate/“chain” businesses. Many feel like these large corporate businesses don’t offer fair wages or support the local community (e.g. donations of time/money) and that these large, national chain hotels are “irreparably altering” the physical character and sense of community in the Moab area. One individual expressed the desire to see any resident be able to open up a B&B with profits coming back into the community/to local residents rather than the profit to go to large chain hotels, and another suggested that permits to build new overnight accommodations only to be issued to people who live in the Moab area.
• There is a strong desire to diversify the types of businesses and economy in the Moab area, with a belief that this could help lower the area’s vulnerability during an economic recession.
• There was also a strong feeling that making money/a profit currently seems more important than other pressing issues, such as overcrowding, caring for local/natural resources, etc.; Specifically, there was disappointment expressed that the decision to implement reservation system at Arches—that is anticipated to solve some of the overcrowding/overuse issues—was put on hold because of concerns about the impact to local revenue. One individual put it this way, “Greed is not a planning tool and has reigned supreme in the last several decades.”
• Many feel like space for new commercial enterprises is very limited and that skyrocketing land prices have shut out desirable small entrepreneurial/creative/non-profit opportunities. With every hotel that comes in, they feel like valuable space for other needs disappears and, therefore, would like to see less hotels and more opportunities for other types of businesses.
• Several questions or ideas relating to assessing additional taxes/fees to control or manage unwanted overnight accommodations were expressed, including:
  o Can a local fee be assessed in addition to the state tourism tax?; Are there any additional taxes/impact fees to pay for the tourism-related impacts that could be used to improve conditions in community (for example, improve salaries for teachers, police officers, etc.)?
  o Do timeshares pay transient room tax?
  o Can hotel owners be assessed an additional fee/tax to mitigate for visitor/tourism impacts to infrastructure, EMS services, law enforcement, etc.? Can they be required to “give back” to the town in such ways as affordable housing, education/environmental stewardship programs, and assisting vulnerable populations?
• A few commenters talked of property taxes have increased dramatically for commercial properties. They feel that the increase to property taxes makes it harder to build a successful/profitable business.
• There was a strong desire for advertising of the area to either be stopped entirely or put on hold. One individual felt like advertising should at least be truthful/accurate and, in doing so, would say something like, “Come to Moab to wait in line and hear noise of Razors”. Others expressed a desire to see funding from advertisements promoting tourism shift to educating visitors on how to recreate responsibly/take better care of the land.
• One local business owner felt like as tourism has increased and hotel prices have gone up, there doesn’t seem to be a proportional increase in revenue for local retail businesses.
• Many feel that local businesses are overwhelmed by the amount of tourists, with specific examples including restaurants having long (2 hour) wait times at dinnertime and City Market not being able to keep the basic necessities stocked on their shelves.

**Housing**

• There was some support for higher density expressed, if that density was used for housing local residents.
• One individual mentioned that they would rather see affordable housing dispersed around town, than the south end of town grow.
• Many recognized that affordable housing and limited growth can’t happen without higher
density. One individual mentioned that a conflict of desires exists in the area with many
residents wanting to see more affordable housing, but not wanting that housing in their own
“backyard”.
• A desire was expressed for impact fees waived for affordable housing.
• Several individuals mentioned that they would like to see employers provide housing for their
employees. They related that there are many people living out of cars to survive/make ends
meet and then they get fined for doing it. There is a great desire for change and solutions to this
issue/problem, with one individual suggesting the provision of safe places for temporary
workers to park and camp if they unable to afford housing.
• There was optimism expressed regarding the housing that is planned adjacent to the future USU
campus. They relayed that there will be both student housing as well as housing for the larger
community.
• There was also a fear expressed that some affordable housing is being acquired and flipped (sold
at market-rate prices) to make a profit; This situation was specifically linked to those getting
help from the Self-Help Housing program, a federal assistance program.
• Some expressed a feeling that the lack of residential housing for year-round residents deters a
healthy and diversified population.

Employment

• There is an overwhelming agreement that tourism-related jobs do not pay enough for
employees to find adequate housing in the area and many feel like their employers should be
required to provide affordable housing options for their employees. One individual mentioned
that they would like to see a minimum wage increase in Moab to help solve this issue.
• Many see the lack of affordable housing as a deterrent to attracting labor, high skill labor and
essential services (teachers, police, nurses, etc.) in particular.
• There was an expression of not enough employees on multiple levels, with some feeling like the
number of hotels are putting a strain on the overall available workforce in the area and others
citing that employed people have to work long hours because there aren’t enough employees.

Growth

• There was expression by a fair amount of people that people live off of tourism in Moab. Some
individuals felt like you can’t stop growth from happening and others that believe that market
will monitor itself (e.g. developers won’t invest/build in an oversaturated market)
• A few individuals feel like a greater demand for hotels is a good sign and is much better than the
lean times that used to exist with the feeling that that any new hotels should be allowed in the
downtown and in commercial areas.
• One individual mentioned that Arches could open up the other end of the park to help facilitate
the number of visitors they get, rather than limit/require reservations.
Re: This Planning Process

- One individual expressed the desire for the City/County to invite developers and pro-development residents to the table and get their input on the moratorium.
- Another individual thought it was important for the project team to reach out to the younger people working here, specifically those who want to stay and live here, but are currently working multiple jobs.
- One individual was overwhelmed by the amount of conflicting desires/needs in the community. When they asked “How are we going to solve it?” the Mayor of Moab responded that it wasn’t going to be solved from the top down, but that the community will solve it together.

Examples to Consider

There was a strong desire to look for possible solutions—specifically, smart and slow growth strategies—both inside and outside of the State of Utah. Specific places mentioned include:

- **Ashville, NC**: Limited nightly rentals/hotels
- **Telluride**: Stopped development and the town still continued to thrive
- **Gatlinburg, TN (Gateway to the Smoky Mountains)**: Engaged with state representatives to get things resolved
- **Park City, Dot Creek (Cedar City) and Kayenta & Ivins (St. George area)**: Potential local examples to look at

What would you like Moab to be in 20 years?

During one of the open house sessions the question “What would you like Moab to be in 20 years?” was asked. The following answers were vocalized in that meeting and comments received after.

- A walkable community
- A family-centered community with younger people/young families; One that isn’t dominated by tourists
- A place that is safe to bike
- A diverse economy; Employment opportunities for different skill sets
- More remote/tech employment opportunities
- Opportunities to build local businesses
- Improved internet/co-working spaces
- A constructed USU campus (more students and faculty)
- Well-funded schools and EM services; A hospital
- Improved road infrastructure
- Better law enforcement (enough to match the number tourists that come here)
- A place people want to live (not a strip of businesses like Las Vegas)
- Have a balance of hotel rooms with residential
- A focus on the natural world rather than restaurants, hotels, services, etc. (this may require charging more/would have an impact on affordability to the tourist)
- Parking lots or garages at both ends of town—to get people parked/out of their cars and create a more walking centered community
• Denser housing near downtown
• Narrower streets
• Permaculture/urban gardening opportunities; Restaurants that compost their food waste
• Public transit along Hwy 191 and to Arches; Also along Mill Creek Drive and Spanish Valley Drive
• More green infrastructure to mitigate flooding and overwhelming heat during the summer months
• Affordable; Livable; Diverse; Cooperative
Zoning Toolbox:
Evaluating potential changes to accommodations-related development regulations

March 12, 2019
Zacharia Levine, AICP
Grand County Community and Economic Development Director

Objective

To expand understanding of zoning tools available for regulating accommodations-based developments (and other uses, for that matter).

*Note: This is not an exhaustive list. Staff, with support from Landmark Design, will continue to research and share available zoning tools.
Zoning districts: add, subtract, modify

- Create a new zone district that allows many commercial uses except accommodations
- Or...modify one of the underutilized zone districts (e.g. General Business or Neighborhood Commercial, in the County)
- Create a more explicit “mixed-use development” district

Zoning district boundaries: expand or contract

- Pretty straightforward...increase or decrease the amount of land and number of parcels where accommodations developments are allowed.
Use rights: Principal, conditional, prohibited

- Should accommodations developments be allowed “by-right,” “conditionally,” or “prohibited?”
- “Conditional uses” are essentially permitted uses

Use rights: Zoning overlays

- Think HDH Overlay: A two-step process
  - legislative (discretionary) and administrative (non-discretionary) approvals
- A potentially effective tool for enabling new development rights when additional standards are voluntarily met
Other standards to consider re: “how much”

• Cap the number of new accommodations-developments per year

• Cap the number of units/rooms, sq. ft., occupancy, etc.
  • Per development
  • Total, per year

• “Community benefits”
  • Accommodations offsetting impacts and adding value to community

• Different standards/considerations for different uses
  • Hotels are different from condos, which are different from campgrounds

Zoning exactions

• Conditions imposed on a developer to mitigate anticipated negative impacts of a development

• Assured housing, an ordinance adopted by the City and County in 2018, is a form of exaction

• Impact fees are a form of exaction
Required co-location of compatible uses

- Aka mandatory mixed-use development (lodging + restaurant + retail OR lodging + office space + residential)

- As with form-based standards, potential friction between adjacent land uses can be addressed through operational requirements

- Examples of operational standards
  - Hours of operation
  - Shared parking
  - Noise restrictions
  - Use restrictions on certain levels within

Form-based regulations

- Much greater emphasis on aesthetic and operational cohesion than separating different uses

- Examples of form-based elements

- We already utilize some form-based regulation

- Can be much more staff and time intensive
Transfer of Development Rights

• Historically used for open space preservation

• Creates “2nd market” for development rights

• “Sending” areas
  • Goal = limit development

• “Receiving” areas
  • Goal = allow/support development

• Requires a coordinated plan with clear guidelines, “sending” and “receiving” areas, and underlying objectives.

Amortization of non-conforming uses

• Changing zoning may make some current accommodations “legal non-conforming uses.”

• Example: Bed and breakfasts in residential zones throughout the County are now legal NCUs.

• State law allows jurisdictions to “amortize” out NCUs so long as the owners can recoup their economic investments
A note about other “tools”

Grand County and the City of Moab may need to consider other policy tools, in existence or not, beyond zoning.

Examples: capital improvements, transit (shuttle/BRT), impact fees, code enforcement, noise, business incentive programs, tourism marketing efforts, etc.
OVERNIGHT ACCOMMODATION
CASE STUDIES/COMPARABLE COMMUNITY
REVIEW AND ANALYSIS:
Six Utah & Five Regional/ National Examples

UTAH EXAMPLES
(Assumed to meet LUDMA and other legal tests)

- Town of Alta
- Kanab
- Ivins
- Cedar City
- Springdale - form-based code/incentives
- Park City

1) TOWN OF ALTA – Base Facilities Zone

Tool type: Zoning That Limits Overnight Accommodations as a Function of Limited Water Resources

Overview
A Base Facilities Zone has been established for four areas of private land that encompasses five existing lodges and a restaurant/retail shop. The base facilities zone allows the land to be used for retail and service commercial establishments and uses, together with transient accommodations uses, and is intended to be the commercial hub of the town.

The number of overnight accommodations (hotels) are limited to thirty-three (33) guestrooms per net developable area (132 total). A room is based on square feet (600) square feet of total floor area within a structure, which further limits the size of the overall project.

Each project (existing and new) must provide on-site housing for one employee for every five (5) guestrooms. Before being approved, written approval is required to be submitted from the county health department and the Salt Lake City Division of public utilities to certify the adequacy of the culinary water system and the sewage system (note – the surrounding area is part of the Salt Lake City watershed; SLC is the permitting agency for water services).

Review/Summary
Although the Town of Alta is very different than Moab, it also has experienced significant demand for overnight accommodations. In order to protect the sensitive landscape and surrounding watershed, the zoning ordinance has capped development to 132 total units, spread equally among the four private land holding areas located at the base of the ski area.
The code also requires approval from the county and Salt Lake City which control sewer and water access as well (at present, water provided by SLC corresponds to meeting the total development potential of the 132 overnight units. Limiting the size of the units is intended to ensure the number of occupants matches the availability of water.

2) KANAB – Commercial Planned Development Overlay

Tool Type: **Mixed Use Commercial Overlay District**

Commercial Planned Development Overlay
Adopted January 22, 2008; Revised June 25, 2013; Re-Formatted June 22, 2018, he “CPD” or Commercial Planned Development Overlay was established to provide for the commercial and service needs of both local residents and visitors by requiring multiple uses within a unified development that is attractively designed and exceptionally functional. Primary objectives include:

- flexibility and creativity in design;
- preservation of natural or cultural features;
- efficient layout of roads and service drives; efficient use of utilities;
- effective storm water management;
- coordination of architectural styles; and
- adequate provisions for public safety.

The overlay allows all uses permitted and conditional uses by in the “C-1”, “C-2” and “C-3” Commercial Zones/ Commercial Planned Developments will be considered in “C-2” and “C-3” Zones and in the Transitional and Entry Corridor Protection Overlay Zones. Residential/ Commercial mixed uses permitted by conditional use permit. Minimum development size is three acres, which may be waived by the Planning Commission when the site under consideration can be shown to meet the intent and objectives of the overlay. Building height, size, placement and appearance are also addressed, with no building erected to a height greater than allowed by ordinance, and no building generally allowed to exceed 40,000 square feet in gross floor with some exceptions.

Review/Summary

*Kanab shares some similarities with Moab. It is a gateway community to nearby national, state and regional parks and recreational site. In addition, it is a spillover growth community, absorbing some of the impact of the rapid growth and development taking place in nearby St. George. This overlay has been in place for over ten years, modified in 2013. As it reads, the zone provides limited incentives to encourage a range of services are provided. Landmark Design has attempted to coordinate Mike Reynolds, Kanab Business/Land Use Coordinator how effective the overlay has been, legal disputes and any suggestions or recommendations for improvements, with no success to date.*
3) IVINS  Designated Zones

**Tool Type:**  Designated Zones for Overnight Accommodations and Other Uses

Ivins has a stated goal to become a destination and resort community, sensitive to the high quality of the surrounding desert environment, landscape, and views. The city’s commercial districts are designed to provide locations for commercial uses that enhance and add to the character of the City. The codes do not indicate that the city has comparable issues with a preponderance of overnight rentals and has instead instituted specific zones and locations where the range of overnight accommodation uses can be accommodated. These include Neighborhood Commercial (CN), Community Commercial (C-1), Resort Commercial (RC), Recreational Vehicle Resort (RV Resort) and Resort Mixed Use (RMU), each corresponding roughly with hotels/motels, campgrounds and short-term condominiums in the Moab region.

In other words, the city has designated where the various types of overnight accommodations are permitted and has created a specific zone for such uses. They have taken a similar approach for short-term rentals (see Short-term Rental Overlay District) and for preserving the historic town center (see Historic Township Overlay District).

Ivins has also instituted a Mixed Use Development Overlay District where various a single residential use can be combined with a single commercial use (Neighborhood Commercial, Community Commercial and Resort Commercial) as part of a mixed use neighborhood. It also has a zone that permits nightly rentals in specific areas, which is in recognition of the fact that many of the homes in the community are second residences that were purchased for that purpose.

**Review/Summary**

*Ivins shares some similarities with Moab. It is a gateway community to nearby state park destinations and other national and regional parks and recreational sites. It has embraced its role as a second home community, where a range of residential, accommodation and other uses from the perspective that it created new zoning rules and regulations at the time of incorporation, throwing out ineffective models that had applied previously. This has allowed the community to earmark focused uses in particular locations that are aligned with the community vision. The Mixed Use Development Overlay helps create neighborhoods that support limited mixed uses to help feather out the distinctions between residential uses and various commercial services, including resort developments.*

*It may be too late to apply similar tools in the Moab region, as existing patterns have long been set that permit a wide range of commercial uses along much of the highway edge. In other words, the strip of commercial land along both sides of the highway have been in existence for a long time, and the pattern may be too entrenched for site-specific zones to have significant positive impact in the short-term. It may, however, be possible to “save” undeveloped and future development areas over a longer time frame.*
4) **CEDAR CITY**

**Tool Type:** *Traditional Zoning Modified to Support the Creation of Specific Districts with Unique Uses, Functions Character*

In order to address changing needs and changing land use needs, Cedar City repealed its General Commercial and Neighborhood Commercial Zones, replacing them with the

- Central Commercial Zone
- Downtown Commercial Zone
- Highway Service Zone
- Mixed Use Zone

The Central Commercial Zone was established for locations where the primary use of the land is for business purposes in the dominant shopping and financial center of the City and surrounding territory. For this reason, the zone was located where the street pattern makes the business buildings readily accessible so business and shopping activities can be carried on with maximum convenience. The CC Zone is characterized by areas with wide, clean, well-lighted streets, ample pedestrian ways and vehicular parking lots for the convenience and safety of the public. Attractive, inviting and well-maintained shops, stores, offices and other buildings are also characteristic of this zone. Representative of the uses in this zone are banks, hotels, office buildings, theaters, and a wide variety of retail outlets. Conversely, uses which tend to create business dead spots, cause undue scattering of business and generally tend to thwart the use of the land for its primary purpose have been excluded from this zone.

The Downtown Commercial Zone was established as a district where the primary use of the land is for retail/business purposes - the central retail, service and professional center of the City where the street pattern makes the business buildings readily accessible to all parts of the community and the surrounding region. The area is intended to provide for a variety of community activities, and is characterized by wide, clean, well-lighted streets, ample pedestrian ways and vehicular parking lots for the convenience and safety of the public. Attractive, inviting and well-maintained shops, stores, offices, theater and cultural buildings, as well as multifamily residential dwellings are also characteristic of this zone. Representative of the uses in this zone are specialty retail, lodging, condo/apartment housing (not at ground level), professional offices, theaters, restaurants and a wide variety of retail outlets.

The Highway Service Zone was established for districts where the primary uses serve the traveling public. It is situated in appropriate locations adjacent to major highways in order to (1) promote safety on the highways; (2) protect the unobstructed use of the highway right-of-way; (3) promote the beauty and appearances of the landscape; (4) promote the convenience of the traveling public; (5) encourage establishments to locate in the zone which will provide essential services to the traveling public; and (6) discourage any use which would diminish the use of the land for its primary purpose. The highway service zone is characterized by attractive highway commercial and service buildings situated in restful landscaped settings surrounded by
landscaping of well-maintained trees, shrubs, and other plantings, and open off-street parking areas. Representative of the uses in the highway service zone are motels, cafes, and travel trailer courts.

The Mixed Use Zone was established to create an environment where a wide variety of uses including residential, commercial, and offices. Residential densities may vary from 2 to 24 units per acre. The MU Zone is characterized by wide, clean, well-lighted streets, ample pedestrian ways and vehicular parking lots for the convenience and safety of the public. Attractive, inviting and well-maintained shops, stores, offices, theaters and cultural buildings, as well as single and multi-family residential dwellings are also characteristic of this zone. Representative of the uses in this zone are specialty retail, lodging, all types of residential, professional offices, theaters, restaurants, and a wide variety of retail outlets.

Review/Summary
While Cedar City shares some similarities with Moab (Gateway Community/campus city), it is much larger with a wider range of discernible districts served by particular road types. In comparison, the Moab Area is served by a state road, which also serves as the community Main Street. Eliminating existing commercial zones along the highway and replacing with geographically-distinct zones for specific uses/character profiles (Historic Downtown, South City Center, North City Center, River Node, etc.) similar to the Cedar City model is an approach that would be relatively easy to implement. However, it would probably need to include a greater level of detail and perhaps the use of other tools (design guidelines, form-based requirements) to address the needs of the project.

5) SPRINGDALE

Tool Type: Specific Zone for Overnight Accommodations/Specific Design Guidelines

As illustrated in the accompanying table, Springville established the Village Commercial Zone for the development of hotels and motels in addition to clubs, bars, retail, office and similar services on the periphery of the linear town. These uses are intended to provide areas in the town where low impact commercial and service uses may be harmoniously integrated with low and medium density residential uses, creating a village scale and acting as a buffer between adjacent low density residential and higher density Central Commercial uses. The zone permits lower density of buildings and structures that create noise, lighting and activity impacts normally associated with commercial development. It is also intended to ensure buildings have a residential character and scale, a feeling of open space around the buildings, and preservation of public views of the area's natural and scenic beauty.

In contrast to the Village Commercial areas, the Central Commercial area supports the creation of a “downtown” district near the center of the linear. Development in this area is intended to be discernable from other zones, both in appearance and intensity of development, featuring a mix of land uses, clean and quaintly lighted streets, village scale development with abundant pedestrian walkways, and well-designed off-street parking areas. Development in the zone is
required to provide affordable and employee housing, in the area, primarily as second story dwelling units located above ground-level commercial uses.

<table>
<thead>
<tr>
<th>Zone</th>
<th>Permitted Uses</th>
<th>Conditional Uses</th>
<th>Min. Lot</th>
<th>Height</th>
<th>Lot Cover</th>
<th>Max. SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>VC - Village Commercial</td>
<td>Retail, office, bakeries/delis</td>
<td>Restaurants, hotels/motels, clubs/bars</td>
<td>1/2 acre</td>
<td>26’ and 2 stories</td>
<td>60%</td>
<td>5,000 to 8,000 SF</td>
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<td>(Chapter 10-11B)</td>
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</tr>
<tr>
<td>CC - Central Commercial</td>
<td>Hotels/motels, retail, office</td>
<td>Restaurants, service stations, clubs/bars, theaters</td>
<td>1/4 acre</td>
<td>26’ and 2 stories</td>
<td>30 to 40% depending on lot size</td>
<td>8,500 to 12,500 SF</td>
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</tbody>
</table>

To guide development throughout the town, the Springdale Design Standards Manual provides general contains graphic examples and explanations of the standards contained in both zones. These are broken into five main sections as follow:

1.0 Introduction and Purpose
1.1 Organization
1.2 Statutory References
2.0 General Design Guidelines
2.1 Architectural Style
2.2 Building Mass
2.3 Colors and Materials
2.4 Lighting
2.5 Streetscape
3.0 Central Commercial Zone
3.1 General Goals
3.2 Specific Standards
4.0 Landscape Design
5.0 Review Process

Review/Summary

Springdale is similar to Moab in several regards, including being located along a state highway, being constrained on its edges by steep cliffs and geologic formations, having a National Park located near one end of the town, and being a “real” community that serves the needs of local residents and visitors alike. It is also quite different, as it is a physically smaller community, has a direct link with Zion National Park, and has a different recreational profile as a result. The community has developed in a more controlled manner and was not a significant settlement or economic center prior to its establishment as a gateway community for the national park. The city has had some success in directing and controlling growth, which has resulted higher level design and development as a result.

Limiting overnight accommodations to specific zones may not be fully achievable at this stage in Moab, as the uses are well distributed throughout the town center as well as the peripheries.
However, it may be a good approach for limiting the spread of such uses throughout the area, and for preventing the spread of hotels into areas beyond the highway.

The establishment of specific design guidelines on a citywide level is a commendable goal but may be difficult to achieve within the timeframe constraints of the current moratorium. The development of focused guidelines addressing the needs of overnight accommodations may be doable.

6) PARK CITY

Tool Type: Specific Zones for a Range of Overnight Accommodations, Architectural Guidelines, Historic District Design Guidelines

Overnight accommodations are permitted in the General Commercial District, the Historic Commercial District and the Recreational Commercial District zones.

The General Commercial District covers a large area of the city near the intersection of Kearns Boulevard and Park Avenue. This area defines the entrance into the city center but is nevertheless separated from the historic city core. In addition to allowing hotels, motels, timeshares and short-tm rentals, the zone permits a wide range of commercial and retail trades and uses, offices, business and personal services, and limited residential uses in an area that has convenient access to transit, employment centers, resort centers, and permanent residential neighborhoods.

The zone requires specific design guidelines that orient uses away from major traffic thoroughfares to avoid strip commercial Development and traffic congestion; protect views along the City’s entry corridors; encourage development that contributes to the positive character of the City; buffers adjacent residential neighborhoods and maintains pedestrian links to neighborhoods and other commercial developments.

The intent of the zone is to allow new commercial development that is compatible with and contributes to the distinctive character of Park City, through building materials, architectural details, color range, massing, lighting, landscaping and the relationship to Streets and pedestrian ways. Development is encouraged to apply architectural design that is distinct, diverse, that reflects the mountain resort character of Park City, and which is not repetitive of what may be found in other communities. It also encouraged commercial development that incorporates design elements related to public outdoor space including pedestrian circulation and trails, transit facilities, plazas, pocket parks, sitting areas, play areas, and public art.

The Historic Commercial District is located in the historic core of the city. The zone was established to preserve the cultural heritage of the City’s original business, governmental and residential center. It allows a mix of retail, commercial, residential, recreational, and institutional purposes that enhance and foster the economic and cultural vitality of the City,
and requires that the visual character, scale, and streetscape of the original Park City Historical District be preserved in the process. The area encourages preservation of historic structures within the district, and pedestrian-oriented, pedestrian-scale development. Development is expected to minimize the impacts of parking on the Old Town, and the impacts of commercial uses and services on surrounding residential neighborhoods. The primary intent of new development is to maintain and enhance the long-term viability of the downtown core as a destination for residents and tourists. **Overnight accommodations specifically encouraged in the area include nightly rentals, bed and breakfast Inns, boarding houses, hostels, and small hotels with fewer than 16 rooms.**

The **Recreational Commercial District** is located in proximity to the resort base areas, permitting hotel and convention accommodations in close proximity to major recreation facilities. The zone also allows resort-related transient housing with appropriate supporting commercial and service activities, encourage the clustering of development to preserve open space, minimizes site disturbance and the impacts related to development, limits development on visible hillsides and sensitive view areas, encourages variation in architectural design and housing types, promotes pedestrian connections within each development and to adjacent areas, supports projects that incorporate the mining and historic architectural heritage of the City and promotes the preservation and rehabilitation of historic buildings.

Overnight accommodations permitted in Recreational Commercial District include nightly rentals, bed & breakfast inns, boarding houses, hostels and minor hotels.

The three zones are further controlled through Architectural Guidelines and a design review committee. Development in the Historic Commercial District is further controlled by specific **Design Guidelines for Historic Districts and Historic Sites**.

**Review/Summary**

*Park City has some similarities with Moab, although its differences are more obvious. It is significantly larger, is served by multiple major streets and highways, has a discernible and an intact historic core, and shares strong relationships with nearby communities that share a focus on mountain recreation and alpine sports.*

*Like Moab, overnight accommodations are a critical element of the city’s economic structure. The delineation of specific zones for such uses has achieved many of the stated goals. The city has been vigilant in these efforts, having established a clear community vision over several decades.*
NATIONAL EXAMPLES
(Tools and approaches that May or May Not Work in Moab – Provide a Greater Understanding of Tools Tried in Similar Settings)

7) ASHEVILLE, NORTH CAROLINA

Tool Type: Limits on Short-term Rentals (STRs)

Asheville and Buncombe County initially began to regulate STR use to help curb its affordable housing crisis, which developed in part due to an increased demand for STRs in residential neighborhoods. Asheville decided to restrict the rental of entire dwelling units (sometimes called “whole-house” STRs) to those zones that allow “lodging facilities,” like hotels and motels. This is similar to recent changes in Moab and Grand County. The ban has been extremely controversial, but it remains in place as of now.

The city also regulates STRs that involve home-sharing situations called “homestays.” A homestay allows the host to rent individual rooms within his/her residence for overnight lodging for a term not to exceed thirty days. A homestay host must apply for a permit, pay an annual $208 registration fee, make the property available for inspection, and agree not to rent more than two bedrooms in the dwelling unit simultaneously. Hosts must also remain on-site during the homestay (e.g. no overnight travel allowed). Hosts who violate the whole-house or homestay regulations are subject to a $500 per night fine. The city now uses an independent company to identify violations.

Review/Summary
A similar ordinance for the Moab area may help meet peak demand needs for overnight accommodations, which could help reduce the need for permanent overnight accommodation facilities. The application of this tool would probably require actions to limit and/or direct the development of permanent overnight facilities.

8) DURANGO, COLORADO

Tool Type: Relaxed Rules on Accessory Dwelling Units (ADUs) to Address Affordable Housing Shortage

Relaxing rules on “Accessory Dwelling Units” drastically increased affordable housing stock in the small city of Durango.

Zoning laws were recently modified to permit the construction of accessory dwelling units (ADUs) in order to provide more affordable housing. The change allows primary homeowners to build additional housing up to 550 square feet as long as it is attached to the main house. The homeowners are not allowed to sell the addition or to move out of the home, but they could
rent the additional space. The change was facilitated to help make Durango a more affordable place to live, and to help meet the gap in affordable housing construction.

Review/Summary
While similar changes could help meet housing needs, it would have little impact on the overnight accommodation market unless the units were allowed to be rented on a short-term basis.

9)  FLAGSTAFF, ARIZONA

Tool Type:  Hybrid Form-based/Euclidian (Traditional) Zoning

Flagstaff’s zoning ordinance re-write resulted in an innovative hybrid zoning code that integrates form-based code elements with conventional zoning techniques. Flagstaff adopted a form-based code for the city’s downtown and neighboring historic districts in November 2011. A key ingredient to the success of this change is attributed to extensive efforts to educate officials and residents on smart growth principles and form-based codes. All city planning staff took part in extensive training by the Form-based Code Institute (FBCI), which provided the basis for facilitating the transformation.

The result is an optional form-based code covering large areas of the city’s core and historic neighborhoods, with incentives for application. Incentives were included to address resistance to the new planning tool. Educational efforts included distribution of literature, the hosting of informal information community meetings, and presentations to local stakeholder groups. Over time community members began to understand the benefits of using smart growth and form-based principles, which ultimately eliminated opposition.

Review/Summary
The use of form-based elements as part of the solutions are being considered. Public education requires time and effort beyond the timeframe of this study, although it can serve as an initial step in that direction.

10)  TELLURIDE, COLORADO

Tool Type:  Permits short-term rentals in residential areas for a limited number of visitors and nights per year

The Telluride Municipal Code and the Land Use Code regulate short-term rentals, including additional restrictions for homes located in Residential Zone Districts. Residential Zone rentals are restricted by the number of total occurrences and total number of days that a dwelling may be rented annually. These regulations apply in seven residential districts, most of which are concentrated in the north end of the town. If
Short-term rental restrictions in the residential zone districts were first adopted in 1980. The number of available short-term accommodations was widely perceived as inadequate for peak needs. The intent of the original ordinance was to limit rental periods to times of peak tourist volume while maintaining the character of the residential neighborhoods. The restrictions remained substantively unchanged until 2010.

Recent changes limit the total number of days that a property may be rented on a short-term basis in the residential zone districts to a cumulative of 29 days or fewer in a calendar year, which may occur for no more than three periods in a calendar year. For example, you may rent your property once for 15 days, once for 10 days and once for 4 days in a calendar year.

Short-term rentals of this nature are permitted if the following requirements are met:

- The use is permitted in underlying zone district;
- There is a clearly-defined trash and recycling storage area and an adequate number of bear-proof trash and recycling containers;
- There is an owner representative on-call full time while the property is rented and whose contact information is listed on the pertinent business license on file with the Town Clerk;
- The owners or owner representatives must properly inform tenants as to the applicable town ordinances including but not limited to parking, pets, trash, recycling, bears and noise;
- A business license is required upon advertising of the short-term rental property and the license number must appear on all advertising of the structure;
- Local sales and excise taxes must be paid for all short-term stays; and,
- A yearly affidavit is signed by the owner attesting to the duration and frequency of the prior year short-term rental history.

**Review/Summary**

A similar ordinance for the Moab area may help meet peak demand needs for overnight accommodations. This in turn may reduce the need for permanent overnight accommodation facilities. The application of this tool should be accompanied with actions to limit and/or direct the development of permanent overnight facilities.

**11) PORTLAND, OREGON**

**Tool Type: Urban Growth Boundaries**

Under Oregon law, each of the state’s cities and metropolitan areas has created an urban growth boundary around its perimeter – a land use planning line to control urban expansion onto farm and forest lands. Metro is the agency responsible for managing the Portland metropolitan area’s urban growth boundary. Land inside the urban growth boundary supports urban services such as roads, water and sewer systems, parks, schools and fire and police
protection. The boundary is one of the tools to protect farms and forests from urban sprawl and promote the efficient use of land, public facilities and services inside the boundary.

Every six years, the Metro Council must review and report on the land supply in the Urban Growth Report. Metro prepares a forecast of population and employment growth for the region for the next 20 years and, if necessary, adjusts the boundary to meet the needs of growth forecast for that 20-year period.

The Portland area urban growth boundary has been expanded about three dozen times since it was first drawn. In 2007, a system for designating urban and rural preserves was put in place, further honing criteria for bringing land into the boundary.

Similar boundaries are mandated for urban communities in Idaho and Wyoming.

**Review/Summary**

*Utah does not allow urban growth boundaries. This is not a viable tool without changes to State land use requirements*

**ADDITIONAL RESEARCH**

1. Telluride: Stopped development and the town still continued to thrive
2. Gatlinburg, TN (Gateway to the Smoky Mountains): Worked with state legislature to improve impacts and facilitate better growth
3. Page, Arizona
4. Prescott, Arizona
5. Sedona, Arizona
6. Bozeman, Montana
7. Banff, Canada (Alberta): Applied a growth cap and use-specific standards
Public Workshop
for City of Moab and Grand County residents & stakeholders

Tuesday, April 30, 2019
5:00 - 7:00 pm
Grand Center
182 North 500 West - Moab, Utah

Please join us to review policies that will guide future land development in Moab and Grand County, including overnight accommodations.

The City of Moab and Grand County have contracted with Landmark Design to review Moab Valley’s land use. The goal is to create a unified land use plan that reflects the vision of Grand County and Moab’s residents and meets the needs of our changing community.

Workshop Goals:
• Review ordinances and zoning options
• Review local and national case studies and examples
• Review economic and market analyses for the area
• Receive input on preliminary land use concepts focused on overnight accommodations

For more information, please contact:
Mark Vlasic, AICP, Landmark Design at 801.474.3300, moab@ldi-ut.com
Zacharia Levine, AICP, Grand County Community Economic Development Director at 435.259.1371, zlevine@grandcountyutah.net
Proposed USU Grand County Extension Office Construction at the Utah State University Moab Center

CURRENT SITUATION
Utah State University Extension Grand County faculty and staff are housed in the USU Moab Regional Campus facility in a workable office space. However, these buildings are owned by USU, and the university plans to sell them to help finance construction of the new USU Regional Moab Campus. This will leave USU Extension without office space. Moab and Grand County rely heavily on tourism, and due to the economy, available office space in this area is limited and costly.

PROPOSED EXTENSION LOCATION
Locating USU Extension faculty and staff onsite at the USU Regional Moab Campus would provide expanded classroom and office space and increased ability to offer additional, more targeted programming. Also, having the USU Regional Moab Campus and USU Extension in a single location would better serve the citizens of Grand County and create more of a regional destination to help draw people from surrounding counties and states.

BENEFITS OF HAVING AN EXTENSION OFFICE ON-SITE

- The USU Regional Moab Campus expansion will help it become a destination for people from the four-corner area and beyond. As part of the campus, USU Extension would be in a prime position to provide education and assist in the development of immediate life skills for those individuals.
- With the increased diversity and complexity of issues people encounter in their lives, USU Extension’s integration of teaching, research, and public services, along with their flexibility in adapting to change, enable a timely response to critical and emerging issues.

The vision is to provide a "one-stop shop" where citizens of Grand County and southeastern Utah can earn degrees through the regional campus and also learn ways to improve their lives, families, and communities through research-based programs and other resources provided by USU Extension.
COST SAVINGS BY PARTNERING WITH THE USU REGIONAL CAMPUS PLANNED EXPANSION

• Construction for the new USU Regional Moab Campus is expected to begin by 2020. By collaborating with the USU Regional Moab Campus’s expansion and adding the Extension office and classroom space at the same time, hundreds of thousands of dollars in cost savings would be passed onto Grand County due to infrastructure costs that would already be paid by the new branch campus.

• Construction of the new USU Regional Moab Campus is due to the increase in student enrollment and the need to add more faculty positions.

Table 1: This space would provide USU Extension in Grand County the ability to house all Extension staff members in one location.

The classroom space would allow unhindered opportunities to program classes for the community. As healthy living is a growing interest in Utah and across the nation, a demonstration kitchen would allow Extension staff to not only talk about healthy eating habits but also to show the foods being prepared. This would also enable the Extension staff to improve food preservation programming.

The STEM Maker Space would provide the space and equipment necessary to teach youth positive life skills they will be able to use into and through adulthood. The conference room, storage room, and workroom would provide space for copiers and supplies, both for the office as well as 4-H and other programs, allowing staff to better prepare for programming.

Beyond the infrastructure savings of the roads and utilities developed by the USU Regional Campus and City of Moab, additional benefits for Extension would be the savings of shared high-speed internet, custodial, and maintenance costs.

<table>
<thead>
<tr>
<th>ROOM DESCRIPTION</th>
<th>QTY</th>
<th>TOTAL sq. ft.</th>
<th>COST per sq. ft.</th>
<th>TOTAL COST</th>
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<td>10x12 Faculty Offices</td>
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<td>600</td>
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<td>Medium Classroom</td>
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<td>Demo Kitchen</td>
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<td>Conference Room</td>
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<td>$48,200</td>
</tr>
<tr>
<td>STEM Maker Space</td>
<td>1</td>
<td>400</td>
<td>$482</td>
<td>$192,800</td>
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<td>Net to Gross</td>
<td>1</td>
<td>1,275</td>
<td>$482</td>
<td>$482,000</td>
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<tr>
<td><strong>Totals</strong></td>
<td></td>
<td><strong>3,825</strong></td>
<td><strong>$482</strong></td>
<td><strong>$1,446,000</strong></td>
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Table 1: Estimated cost for Grand County Extension office.
**Agenda Summary**  
**GRAND COUNTY COUNCIL**  
**April 16, 2019**  
**AGENDA ITEM: AA**

<table>
<thead>
<tr>
<th><strong>Title:</strong></th>
<th>Public Hearing to solicit public input on a proposed Planned Unit Development (PUD) in the Wingate Village, located at 3318 S. Willow Tree Road</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fiscal Impact:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Presenter(s):</strong></td>
<td>Community and Economic Development Staff</td>
</tr>
</tbody>
</table>

**Stated Motion:**
Move to adopt proposed Planned Unit Development (PUD) in the Wingate Village Subdivision, located at 3318 S. Willow Tree Road, and authorize the Chair to sign all associated documents.

**Staff Recommendation:**
Review and consider application materials provided to the County Council related to the proposed Wingate Village Final Plat. Staff recommends the Council approve the Wingate Village Final Plat.

**Background:**
See staff report attached.

**Attachment(s):**
- Staff Report
- Application
- Final Plat
- Title Report
- Drainage Study
- CC&R Documents
- Plan Set
- Application Fee
- Cost Estimate
DATE: Tuesday, April 16, 2019
TO: Grand County Council
SUBJECT: Final Plat – Planned Unit Development (PUD)

PROPERTY OWNER: Rural Community Assistance Corporation
PROP. OWNER REP: Housing Authority of Southeastern Utah – Ben Riley, Executive Director
ENGINEER: Goff Engineering
PROPERTY ADDRESS: 3318 S. Willow Tree Rd
SIZE OF PROPERTY: 4.12 acres
EXISTING ZONE: Highway Commercial (HC)
EXISTING LAND USE: N/A (Vacant Lot)
ADJACENT ZONING AND LAND USE(S): Highway Commercial (HC), Rural Residential (RR)

APPLICATION TYPE
Preliminary Plat – Planned Unit Development

STAFF RECOMMENDATION: Approve
Comments (optional): County Council can discuss the proposed setbacks as they vary from those standard within the HC zone (hence the application for PUD approval), but staff recommends approval.

APPLICATION PROCEDURE
Decision Type: Legislative

Public Notices: ☐ Public Meeting at:
☐ Planning Commission
☐ County Council
☒ Public Hearing at:
☐ Planning Commission
☒ County Council

Attachments:
☐ Approval Letters
☐ Site Plan
☐ Landscape Plan
☐ Vicinity Map
☐ Legal Notice
☐ Legal Description
☐ Public Comments
☐ Agency Comments
☐ Response to Standards
☒ Other: Application, Preliminary Plat, Title Report, Drainage Study, CC&R Documents, & Application Fee.

SUMMARY OF REQUEST
The subject property is 4.12 acres located at 3318 S. Willow Tree Rd, just north of Southgate Village & east of KOA. The Wingate Village will be comprised of 33 lots (20 townhomes & 13 residential). Because the applicant is proposing setbacks that are smaller than the standard setbacks called for in the HC zone, the subdivision is proposed as a planned unit development (PUD).

SITE IMPROVEMENTS / ADDITIONS / CHANGES
The Wingate Village development will extend Willow Tree Rd, and create the addition of Subida Dr, & Wingate Village Loop. The development also will extend water, sewer, & electric utilities. Installation of storm drain infrastructure is also
planned for the development.

CONSIDERATIONS FOR APPROVAL, DENIAL, AND/OR POSTPONEMENT

4.4 – PUD, Planned Unit Development

4.4.3 Approval Procedures

PUD district developments shall be reviewed and approved in accordance with the procedures of section 9.2, Text and Zoning Map Amendments (Rezonings), and shall be considered to be zoning map amendment. The application is presented in a public hearing to reflect the legislative nature of PUD review and approval.

9.5.3 Responsibility for Payment for Installation Costs: Plat Approval and Dedication

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

A. Required Improvements

1. The subdivider shall pay all costs of materials and installation of the following:

2. Setting of survey monuments and markers;

3. Streets and road construction for all street improvements including base, grading, curbs, gutters, sidewalks, pavement, street name signs, road regulatory signs, culverts, and bridges;

4. Water and sewer lines installations including fire hydrants and manholes;

5. Required storm water system and/or other drainage improvements;

6. All field density and related testing of base, sub-base and other compacted backfill, gradation tests, concrete cylinder tests, asphalt tests, and/or other related tests required to insure minimum standard requirements; and

7. Electric, gas, and other utilities.

B. Improvement Agreements and Guarantees

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

1. Form of Agreement

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

2. Engineered Cost Estimate

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

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

a. Escrow Agreement

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

b. Completion Assurance Bond

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

C. Engineering Inspection and Tests

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

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

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

COMPATABILITY WITH GENERAL PLAN

Staff believes the proposed subdivision is supported by the General Plan.

Chapter 3.2 (Vision: Recreation and Access), Goal 1, Strategy E - Encourage development proposals that include dedication of easements that maintain access through historic corridors and to public lands and connect to existing and planned trails.

COMPATABILITY WITH LAND USE CODE (ZONING)

The subject property is zoned Highway Commercial (HC). Residences are a permitted uses within the HC zone. Staff has reviewed the subject application and finds it compliant with the pertinent Land Use Code.
LAND USE CODE REFERENCE SECTIONS

(See staff comments in colored italics)

6.14 Affordable Housing
The proposed subdivision will provide new lots for the Housing Authority’s Mutual Self-Help program, which uses USDA guaranteed loans. This program is for low- to moderate-income households, which requires eligibility verification, and requires participants to contribute “sweat-equity” (i.e. 30 hours/wk) into the construction. Ben Riley, Executive Director of the Housing Authority, can provide up-to-date information on the current status of long-term deed restrictions in the Self-Help Program.

7.2.2 Side Lot Lines
Side lot lines shall be substantially at right angles to street lines unless otherwise approved by the Planning Commission. For the most part, lot lines are at right angles to street lines.

7.2.3 Street Frontage Required
Each lot or building tract shall front upon a public street. Each proposed lot fronts upon a proposed public street.

7.3.2 Street Layout
Unless otherwise approved by the Planning Commission, provisions shall be made for the extension of streets and in accordance with the requirements of the Grand County Transportation Plan and Grand County Construction Standards. All streets shall bear a logical relationship to the topography and to the location of existing or planned streets on adjacent properties. Adequate local streets shall be provided to accommodate the subdivision and provide access to lots. Where the layout of streets is not shown in the Grand County Transportation Plan, the arrangement of streets in a subdivision shall either:

A. Provide for the continuation or appropriate projection to existing principal streets in surrounding areas; or

B. Conform to a plan for a neighborhood or planned unit development approved by the Planning Commission to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impracticable or where neighborhood design makes a varied plan appropriate.

Subdivision meets requirements of 7.3.2(A) & (B).

7.3.8 CulDeSacs
Culdesacs shall not exceed 1000 feet in length or serve more than 20 dwelling units and shall have a turnaround diameter of 100 feet, subject to the limitations of the Grand Construction Standards. Ordinarily, cul-de-sacs are discouraged as they do not result in a continuation or conformance to existing streets or streets pattern, and may be used only where unusual drainage or land ownership configurations exist that make other designs impractical.

Subdivision meets the requirements of 7.3.8.

7.3.11 Street Design Standards
Street and alley widths, curves, grades design speed and centerline radius shall meet the Grand Construction Standards, which is summarized, in part, as follows:

| STREET DESIGN STANDARDS | }
<table>
<thead>
<tr>
<th>Design Features</th>
<th>Major Collector</th>
<th>Minor Collector</th>
<th>Local Type I</th>
<th>Local Type II</th>
<th>Public Lane</th>
<th>Private Lane</th>
<th>Private Access Tract</th>
<th>Alley</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of lanes</td>
<td>4</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Lane width (ft.)</td>
<td>12’</td>
<td>12’</td>
<td>11’</td>
<td>11’</td>
<td>11’</td>
<td>11’</td>
<td>8’</td>
<td>10’</td>
</tr>
<tr>
<td>Surface width (ft.)</td>
<td>60’</td>
<td>50’</td>
<td>34’</td>
<td>24’</td>
<td>24’</td>
<td>24’</td>
<td>16’</td>
<td>20-30</td>
</tr>
<tr>
<td>Rights-of-way width (ft.)</td>
<td>80’</td>
<td>66’</td>
<td>56’</td>
<td>56’</td>
<td>56’</td>
<td>44’</td>
<td>24’</td>
<td>20-30</td>
</tr>
<tr>
<td>Maximum grade (%)</td>
<td>8%</td>
<td>8%</td>
<td>10%</td>
<td>12%</td>
<td>12%</td>
<td>12%</td>
<td>12%</td>
<td>12%</td>
</tr>
<tr>
<td>Min. centerline radius (ft.)</td>
<td>450’</td>
<td>450’</td>
<td>250’</td>
<td>150’</td>
<td>150’</td>
<td>150’</td>
<td>75’</td>
<td></td>
</tr>
</tbody>
</table>

Subdivision meets the requirements of 7.3.11.

7.4.2 Sidewalks
Sidewalks shall be 5 feet in width in the NB, Neighborhood Business District and in the GB, General Business District; or 6 feet in width if installed adjacent to a curb. Sidewalks built in all other districts shall be 4 feet in width. The construction specification of all sidewalks will conform to the Grand Construction Standards (maintained in the office of the Grand County Road Superintendent). Four (4) foot sidewalks are proposed for all new streets.

PROPERTY HISTORY
The Wingate Village development is proposed subdivision on vacant lots. It plans to extend roadway, utility and storm drain systems and provide thirty three (33) lots.
### FINAL PLAT APPLICATION

Grand County Courthouse: 125 E. Center St. Moab, UT 84532; Phone: (435)259-1343

<table>
<thead>
<tr>
<th>FOR OFFICE USE ONLY</th>
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<tbody>
<tr>
<td>Date of Submittal:</td>
</tr>
<tr>
<td>Final Plat Processing Fees: $650.00 first five (5) lots x $125.00 per lot in excess of five (5) lots</td>
</tr>
<tr>
<td>Submittal Received by:</td>
</tr>
<tr>
<td>Amount Paid:</td>
</tr>
<tr>
<td>Fees Received by:</td>
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</table>

<table>
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<tr>
<th>CONTACT INFORMATION</th>
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<tbody>
<tr>
<td><strong>Property owner:</strong> Rural Community Assistance Corporation</td>
</tr>
<tr>
<td><strong>Address:</strong> 3120 Freeboard Dr. Suite 201, West Sacramento, CA 95691</td>
</tr>
<tr>
<td><strong>Phone:</strong> (916) 447-2854</td>
</tr>
<tr>
<td><strong>Email address:</strong> <a href="mailto:dferrier@rcac.org">dferrier@rcac.org</a></td>
</tr>
<tr>
<td><strong>Engineer:</strong> Goff Engineering</td>
</tr>
<tr>
<td><strong>Address:</strong> 126 Rock Point Dr. Suite A Durango, CO 81301</td>
</tr>
<tr>
<td><strong>Phone:</strong> (970) 247-1705</td>
</tr>
<tr>
<td><strong>Email address:</strong> <a href="mailto:tengel@goffengineering.com">tengel@goffengineering.com</a> or <a href="mailto:rharries@goffengineering.com">rharries@goffengineering.com</a></td>
</tr>
<tr>
<td><strong>Surveyor:</strong> Red Desert Surveying - Lucas Blake</td>
</tr>
<tr>
<td><strong>Address:</strong> 30 S 100 E #2 Moab, UT 84532</td>
</tr>
<tr>
<td><strong>Phone:</strong> (435) 259-8171</td>
</tr>
<tr>
<td><strong>Email address:</strong> <a href="mailto:lucas@reddesertsurvey.com">lucas@reddesertsurvey.com</a></td>
</tr>
<tr>
<td><strong>Property owner representative:</strong> Benjamin Riley, ED - Housing Authority of Southeastern Utah</td>
</tr>
<tr>
<td><strong>Address:</strong> 321 E Center St. Moab, UT 84532</td>
</tr>
<tr>
<td><strong>Phone:</strong> (435) 259-5891</td>
</tr>
<tr>
<td><strong>Email address:</strong> <a href="mailto:benriley@frontier.com">benriley@frontier.com</a></td>
</tr>
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</table>

<table>
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<th>PROJECT INFORMATION</th>
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<tr>
<td><strong>Project name:</strong> Wingate Village</td>
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<tr>
<td><strong>General location of the property:</strong> North of Southgate Village and East of KOA</td>
</tr>
<tr>
<td><strong>Size of the subject property:</strong> 4 acres</td>
</tr>
<tr>
<td><strong>Surrounding land uses:</strong> HC and RR</td>
</tr>
<tr>
<td><strong>Current Zoning:</strong> HC district</td>
</tr>
</tbody>
</table>
**SUPPORTING MATERIALS**

Final Plat applications shall contain, at a minimum, the following supporting materials through the approval process according to the following submittal schedule:

1. **APPLICATION SUBMISSION.** Two complete sets of all supporting materials shall be submitted with this application. These complete sets should include two large (24" x 36"), two small (11" x 17") sets of all plans and in electronic format. Cost estimates for construction, Subdivision Improvement Agreement, and bonding.

2. **PRIOR TO MEETINGS.** After review and approval of the Community Development Department revised sets of large (24" x 36") and small (11" x 17") plans shall be submitted prior to the application being placed on a County Council agenda.

3. **POST COUNCIL MEETING.** A non-erasable Mylar copy suitable for recording, an electronic copy, and two sets of both large and small corrected plats that comply with the County Council's approval.

- **Final Plat.** The Final Plat prepared at a scale of not less than one (1) inch equals one hundred (100) feet, with all dimensions shown in feet and decimals thereof will be required for final approval prior to recordation. Plats of large areas may be prepared on multiple, serially numbered sheets with match lines and an index map, with vicinity and index maps appearing on the first of the serially numbered sheets. Final Plats must show trails, roads, sidewalks and other public as well as private facilities. All roads, trails, and paths shall be in compliance with County standard cross sections. The Final Plat submission must conform in all major respects to the Preliminary Plat as previously reviewed and approved by the Planning Commission and County Council as applicable. Post meeting Final Plat submissions for recordation shall include all information listed below, delineated in permanent ink on waterproof tracing cloth or mylar for recordation and submitted in an electronic format:

  - **Title Block & Location.** A title block showing the name of the proposed subdivision and its location by quarter-quarter section, section, township, range, principal meridian, City, county, and state;
  - **Direction, Scale, and Title.** A north point, both graphic and written scales, and a title shall be placed on the final plat;
  - **Vicinity Map.** A vicinity map that locates the proposed subdivision within its Township and the Section, shows major roads and watercourses adjacent to or near the subdivision, and shows the boundaries of and recorded names of adjacent or nearby subdivisions and lots;
  - **Control Points.** The point of beginning for the survey, which shall be tied to a section or quarter-section corner, and the location and a description of all existing monuments found during the course of the survey and the total area of the subdivision in acres;
  - **Boundary Lines and Bearings.** Tract boundary line sufficient to locate the exact area proposed for subdivision, rights-of-way lines of streets, easements and other rights-of-way, and property lines of residential lots and other sites with accurate dimensions, bearings and deflection angles, and radii, arcs and central angles of all curves shall be placed on the final plat;
  - **Basis of Bearing.** The basis of bearing shall be shown on all plats and shall be based upon two Government Land Office (GLO) monuments. Monuments used shall be part of the approved County control network;
  - **Acreage and Tables.** The acreage of each lot and a table showing the total number of lots, total acreage of the subdivided area, the total acreage in lots, the average lot size, the total acreage in streets, the total acreage of any parcels dedicated to public use or held in common by the lot owners;
  - **Streets.** Name and right-of-way width of each street or other right-of-way shall be placed on the final plat;
  - **Easements.** Location and dimensions of all easements shall be placed on the final plat;
  - **Lot and Block Numbers.** Number to identify each lot and each block, and the dimensions of lots and blocks, shall be placed on the final plat;
  - **Purpose of Sites.** The purpose for which sites, other than residential lots, are dedicated or reserved shall be placed on the final plat;
• **Building Lines.** Minimum building setback lines when required or approved by the Planning Commission shall be placed on the final plat;

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

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

• **Surveyor's Certificate and Legal Description.** A legal description and surveyor's certificate in the following form, shall be placed on the final plat:

  "KNOW ALL MEN BY THESE PRESENTS:

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

  Signature

• **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

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

• **Plat Identification & Date.** A positive reference and identification of the plat and date of the plat shall be placed on the final plat;

• **Dedication Certificate.**

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


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

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

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

• **Construction Plans.** Three sets of large 24” x 36” and small 11” x 17” plans for required improvements along with all data and calculations related to utilities, drainage or other construction in the subdivision and a cost estimate shall be submitted with the final plat. The construction plans shall conform to all requirements of the current Construction Design Standards for Grand County. The cost estimate shall bare the signature and seal of the design engineer. Such plans shall also show all existing or proposed surface and subsurface improvements and obstruction.
Plan, profile and construction detail drawings prepared by a licensed professional engineer, with his/her signature and seal.

Control data shall be referenced to information contained on county area reference plats.

Elevations shall be tied to an existing Grand County benchmark. Drawings shall show an elevation benchmark for the project.

The drawing scale shall be one (1) inch equals twenty (20) feet horizontal and one (1) inch equals two (2) feet vertical. The vertical scale may be smaller if warranted by unusual circumstances and approved by the County Engineer.

Stationing shall increase from left to right.

Centerline data and property line data shall be shown, including details of all curves.

Existing and proposed ground profiles and topography shall be shown, extending a minimum of three hundred (300) feet from the project boundary.

Existing contours shall be shown at minimum 2' intervals.

Proposed contours shall be shown at minimum at 2' intervals.

All existing and proposed improvements within the project or within one hundred (100) feet of the project or adjoining the subdivision shall be shown. This includes curb, gutter, sidewalk and underground pipes and utilities, ditches, canals, fire hydrants, street lights, water valves, etc.

All proposed structures such as manholes, catch basins, clean-outs, etc. shall be shown. If County standard structure details exist, they may be referenced in lieu of detail.

All proposed drainage facilities, including pipe and boxes, shall be shown. This includes plan and profile of the system showing the method of drainage water disposal.

All vertical curves and horizontal distances shall be constructed in accordance with AASHTO requirements and standards.

Elevations shall be shown on all horizontal and vertical curves at approximately twenty-five (25) foot intervals and at the points of curvature and points of tangency.

The minimum grade for curb and gutter shall be one half (0.5) percent identified on all curb returns and cross gutters. Percent of grade shall also be shown on straight grades with elevations at approximately fifty (50) foot intervals with flow arrows to indicate the direction of drainage.

All street names shall be shown.

All typical roadway cross sections shall be shown.

Construction standards and specifications shall be referenced.

Road signs and stop signs shall be shown.

Drainage Plan. A final drainage plan prepared and stamped by a licensed engineer shall be submitted. The report shall contain a drainage map and a plan view of the overall storm water system. The grading, drainage, and erosion plan shall address the following issues: description of features and hydrological conditions; drainage basin and sub-basin; drainage facility design criteria; infrastructure design criteria; grading plan; and erosion control. Specifically, the report shall contain at a minimum the following information:

- The existing roadways, drainage ways, vegetation and hydrological conditions of a ten (10) year twenty-four (24) hour event and a one hundred (100) year twenty-four (24) hour event.
- The major basin descriptions referencing all major drainage reports such as FEMA, Grand County Storm Drainage Master Plan, or flood insurance maps and the basin characteristics and planned land uses.
- The sub-basin description showing the historical drainage pattern and off-site drainage patterns both upstream and downstream of the property including 100 year flow rates.
- A discussion of how the proposed system conforms to existing drainage patterns and offsite upstream drainage will be collected to protect development.
- The water quality evaluation showing the water quality shall not be degraded from existing storm water quality including how solids are collected and not allowed to be discharge into downstream waters and how oils and greases are separated from storm water.
- Maintenance plan and procedure for storm water system; thorough narrative of all charts, graphs, tables or other information included in the report describing how it effects the proposed development.
• Infrastructure design criteria showing the piping is sized to handle the peak intensity of the ten (10) year storm event; all detention basins are sized to handle one hundred (100) year storm while discharging at a maximum ten (10) year twenty-four (24) hour historical rate; a ten (10) foot traffic lane in both directions is maintained at all locations within the development; and that the roadway and infrastructure will handle a one hundred (100) year storm event without flooding homes or damaging public property.

• Grading plan showing: soil map depicting unique soil features such as collapsible soil, rock features, etc.; a grading plan showing all cut and fill areas within development including: the identification of slopes; fill and cut depths; and rock features within ten (10) feet of post grade soil surface.

• The grading plan shall also show how the grades will allow water to run off of lot areas without ponding and creating flooding problems for homes.

• Erosion control shall show: how erosion will be controlled during construction; explain and design such that construction debris and silts will not be collected by storm water system; show and design for all cut and fill slopes will not be eroded and how these areas will be re-vegetated.

☐ Subdivision Improvements Agreement (SIA) and Engineer’s Cost Estimate. The subdivider shall provide for costs of materials, installation, and maintenance of all required improvements in accordance with the Grand County Construction Standards and the following requirements:
- The subdivider shall pay all costs of the materials and installation of the following:
  1. Setting of survey monuments and markers;
  2. Streets and road construction for all street improvements including base, grading, curbs, gutters, sidewalks, pavement, street name signs, road regulatory signs, culverts, and bridges;
  3. Water and sewer lines installations including fire hydrants and manholes;
  4. Required storm water system and/or other drainage improvements;
  5. All field density and related testing of base, sub-base and other compacted backfill, gradation tests, concrete cylinder tests, asphalt tests, and/or other related tests required to insure minimum standard requirements; and
  6. Electric, gas, and other utilities.
- Improvements Agreement Form. The subdivider shall submit an improvements agreement, utilizing the standard County form and financial guarantee for construction of required improvements.

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

☐ Condominium Subdivisions. In addition to the above submission requirements, applications for condominium subdivisions shall be subject to the applicable provisions of Title 57-8-1 et seq., of the Utah Code.

☐ Covenants, Conditions, and Restrictions. The proposed Covenants, Conditions, and Restrictions where the subdivider proposes to regulate land use or development standards in the subdivision.

☐ Application Fee. The processing/filing fee of $650.00 for first 5 lots plus $125.00 per lot in excess of 5 lots shall be paid in full.

APPLICANT CERTIFICATION

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete and accurate to the best of my knowledge. I also certify that I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me with respect to this application. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Grand County may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the Grand County Land Use Code and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. I also agree to allow the Staff, Planning Commission, County Council, or appointed agent(s) of Grand County to enter the subject property to make any necessary inspections thereof.

Property Owner's Signature: [Signature] Date: 4/5/19
IMPORTANT: READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I Requirements; Schedule B, Part II Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE COMPANY, a Nebraska corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
First American Title
File No.: 59,462G Update #3

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I Requirements; and
(f) Schedule B, Part II Exceptions; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company’s liability under Commitment Condition 4 is limited to the Proposed Insured’s actual expense incurred in the interval between the Company’s delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured’s good faith reliance to:
   (i) comply with the Schedule B, Part I Requirements;
   (ii) eliminate, with the Company’s written consent, any Schedule B, Part II Exceptions; or
   (iii) acquire the Title or create the Mortgage covered by this Commitment.
(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company’s liability shall not exceed the lesser of the Proposed Insured’s actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company’s liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment;
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment;
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Transaction Identification Data for reference only:

Issuing Agent: South Eastern Utah Title Company
Issuing Office: 150 East 100 North, Moab, Utah 84532
ALTA® Universal ID: 0002907
Loan ID Number: 
Commitment Number: 59,462G
Issuing Office File Number: 
Property Address: 3318 S. Willow Tree Rd., Moab, Utah 84532
[Revision Number: ]
SCHEDULE A

1. Effective Date: September 26, 2018 @ 8:00 A.M.

2. Policy (or Policies) to be issued:

   a. ALTA Standard Owner's Policy
      Proposed Insured: TBD
      Policy Amount: $TBD
      Policy Fee: $TBD

   b. ALTA Extended Loan Policy
      Proposed Insured: TBD
      Policy Amount: $TBD
      Policy Fee: $TBD

   c. Endorsements
      Closing Protection Letter to First American Title
      Policy Fee: $25.00

3. Title to the fee simple estate or interest in the land is at the Effective Date vested in:

   Parcel 1
   RURAL COMMUNITY ASSISTANCE CORPORATION

   Parcel 2
   GRAND COUNTY SCHOOL DISTRICT

4. The land referred to in this Commitment is situated in the State of Utah, County of Grand and is described as follows:

   SEE ATTACHED EXHIBIT “A”

By: [Signature]
Authorized Countersignature
(This Schedule A valid only when Schedule B is attached)
EXHIBIT “A”

PARCEL 1:

A PARCEL OF LAND WITHIN THE SW1/4 SECTION 22, T26S, R22E, SLM, GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS follows:

BEGINNING AT A POINT WHICH BEARS N 00 DEG. 03' W 1306.3 FT. THENCE S 89 DEG. 59' E 428.8 FT. FROM SW CORNER SECTION 22, T26S, R22E, SLM, AND PROCEEDING THENCE S 89 DEG. 59' E 121.3 FT., THENCE N 31 DEG. 55' E 397.6 FT., THENCE S 53 DEG. 23' E 565.8 FT., THENCE S 89 DEG. 59' W 407.6 FT., THENCE S 00 DEG. 05' E 177.6 FT., THENCE S 89 DEG. 57' W 378.5 FT., THENCE N 00 DEG. 05' E 178.0 FT. TO THE POINT OF BEGINNING .

EXCEPTING therefrom all oil, gas and minerals, that have been previously reserved or transferred in prior documents.

Tax Parcel No: 02-0022-0088
Property Address: 3318 S. WILLOW TREE RD., MOAB, UTAH 84532
(Vacant land, per Grand County Tax Roll)

PARCEL 2:

BEGINNING AT A POINT ON THE WEST BOUNDARY OF GRANTOR'S PARCEL, SAID POINT BEING N 00 DEG. 03'00" W 1128.44 FEET AND EAST 806.94 FEET AND N 00 DEG. 05'00" W 108.88 FEET FROM THE SW CORNER OF SECTION 22, T26S, R22E, SLM, AND PROCEEDING THENCE N 00 DEG. 05'00" W 68.72 FEET TO THE NW CORNER OF GRANTOR'S PARCEL; THENCE N 89 DEG. 59'00" E 128.57 FEET; THENCE S 20 DEG. 34'34" E 0.80 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 278.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 117.34 FEET, (A CHORD BEARING OF S 51 DEG. 28'23" W 116.47 FEET); THENCE WITH A REVERSE CURVE HAVING A RADIUS OF 15.00 FEET, TO THE RIGHT WITH AN ARC LENGTH OF 20.28 FEET, (A CHORD BEARING OF S 78 DEG. 10'41" W 18.77 FEET); THENCE WITH A REVERSE CURVE HAVING A RADIUS OF 178.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 21.02 FEET, (A CHORD BEARING OF N 66 DEG. 29'06" W 21.01 FEET) TO THE POINT OF BEGINNING.

EXCEPTING therefrom all oil, gas and minerals, that have been previously reserved or transferred in prior documents.

Tax Parcel No: 02-0022-0056 (Includes additional property)
Property Address: NONE ASSIGNED, MOAB, UTAH 84532
(Vacant land, per Grand County Tax Roll)
SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Release or Reconveyance of item #:

6. Other: #16 The title company requests a copy of the Corporate Resolutions/Operating Agreement of RURAL COMMUNITY ASSISTANCE CORPORATION that lists the required signors and their respective titles for the preparation of the closing documents.
SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I "Requirements" are met.

2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

3. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.

5. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

7. Any lien or right to lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

NOTE: The above standard exceptions numbered 1 through 7 will not appear in any Extended Coverage Policy to be issued hereunder.
Parcel 1
8. Taxes for the year 2018 are now accumulating not yet due, plus any other assessments including but not limited to Special Service Districts and Personal property taxes. Taxes for 2017 were not assessed.

Tax Parcel No.: 02-0022-0088

9. Claim, right, title or interest to water or water rights whether or not shown by the public records.

10. Said land is located within the boundaries of Grand County and may be subject to taxes or assessments levied by said County/District.

11. “Any right or asserted right of a Trustee in Bankruptcy to avoid that certain Trustee’s deed which was recorded January 6, 2010 in Book 756 at page 317 as entry no. 493827 of official records of Grand County, under any of the Trustee’s avoiding powers defined in Section 547 or 548 of the Bankruptcy Code, 11 U.S.C. §§547, 548.”

12. (Note) This exception will be deleted upon recording of a Deed to a bona fide purchaser for full value.

13. Any rights, title or interests in coal, oil, gas and minerals of any kind, together with any associated rights to mine or remove said minerals. The Title Company does not purport to disclose documents of record pertaining to the above referenced rights however, the following was found of record: Any claim, right, title or interest under the Reservation of all gas, oil and mineral rights as reserved in the Warranty Deed recorded February 4, 1966 in Book 131 at page 6 as entry no. 306776 AND any claim, right, title or interest under the Reservation of all gas, oil and mineral rights as reserved in the Warranty Deed recorded January 10, 1972 in Book 194 at page 77 as entry no. 338921. The Title Company has not verified the vested current owner of this severed interest.

14. Ditches, canals, easements, rights of way or fence lines that may be established upon said land.

15. An Easement in favor of Grand County, recorded January 5, 2007 in Book 686 at page 204 entry no. 475619. (This easement will automatically be extinguished upon the extension of the Willow Tree Road dedication Northerly).

16. Subject to RURAL COMMUNITY ASSISTANCE CORPORATION being a legal entity, in good standing and licensed to do business.
Parcel 2
17. Taxes for the year 2018 are now accumulating not yet due, plus any other assessments including but not limited to Special Service Districts and Personal property taxes. Taxes for 2017 were not assessed.

Tax Parcel No.: 02-0022-0056 (Informational Note: includes additional property)

18. Claim, right, title or interest to water or water rights whether or not shown by the public records.

19. Said land is located within the boundaries of Grand County and may be subject to taxes or assessments levied by said County/District.

20. Any rights, title or interests in coal, oil, gas and minerals of any kind, together with any associated rights to mine or remove said minerals. The Title Company does not purport to disclose documents of record pertaining to the above referenced rights however, the following was found of record: Any claim, right, title or interest under the Reservation of all gas, oil and mineral rights as reserved in the Warranty Deed recorded January 10, 1972 in Book 194 at page 77 as entry no. 338921. The Title Company has not verified the vested current owner of this severed interest.

21. Ditches, canals, easements, rights of way or fence lines that may be established upon said land.

22. An access and utility Easement in favor of Grand County, recorded November 22, 2006 in Book 682 at page 520 as entry no. 474966.

23. A County Road Right of Way in favor of Grand County, recorded December 12, 2006 in Book 684 at page 12 as entry no. 475112.

A judgment, federal tax lien, Utah State bankruptcy, and National SDN search was made in the following names.

Buyers: TBD
Sellers: RURAL COMMUNITY ASSISTANCE CORPORATION and GRAND COUNTY SCHOOL DISTRICT
TITLE INQUIRIES concerning this Commitment can be directed to:
Leanne Blackmon/Title Agent ~ leanne@southeasttitle.com
Maddelyn Simboli/Title Agent ~ maddy@southeasttitle.com

EMAIL CLOSING DOCUMENTS TO:
Deborah Brown/Escrow Agent ~ deborah@southeasttitle.com
or Emily Lanter/Escrow Agent ~ emily@southeasttitle.com

CHAIN OF TITLE
According to the Official Records, as of the Effective Date, the following documents conveying the land described herein within a period of 24 months prior to the date of this commitment are as follows:

None were found recorded within the last 24 months.
"SOUTHEASTERN UTAH TITLE COMPANY" FURNISHES THIS PLAT SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE LAND. THE TITLE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS WITH AN ACTUAL SURVEY OR DEED DESCRIPTION.
This Notice, which is required by governmental regulations, gives us the opportunity to welcome you and thank you for using the services of South Eastern Utah Title Company. If you have not had the opportunity to use our services before, we think you’ll be happy with what we do. If you are one of the many loyal customers with whom we have worked with before, we extend a special "Thank You"

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In Order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore we have adopted this privacy policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

Information we receive from you on applications, forms and in other communications to us, whether in writing, in person by telephone or any other means.

Information about your transactions with us, our affiliated companies, or others; and

Information we receive form a consumer reporting agency.
Use of Information

We request information from you for our own legitimate business purposes and not form the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customers relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain various safeguards to comply with federal regulations to guard your nonpublic personal information.

Should you have any questions regarding the above privacy policy, or if we can be of any assistance in your real estate transaction, please feel free to contact us.

We look forward together with you and assisting you with the completion of your transactions.
Wingate Village Affordable Housing Project

Grand County, UT

Drainage Report
Project #16-205

15 March 2019

Prepared for:
Housing Authority of Southeastern Utah
(HASU)

Prepared By:

GOFF ENGINEERING & SURVEYING, INC.
126 Rock Point Drive, Suite A
PO Box 97
Durango, CO 81302
(970) 247-1705
(970) 247-1710 Fax
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ATTACHMENTS
A. Hydrology Exhibit (Reduced Size)
B. NOAA Atlas 14 Rainfall Data
C. NRCS Soil Data
D. Soil Percolation Test Results
E. HydroCAD Pond Analysis Report
F. Hydraulic Nomographs
G. Manning’s Flow Calculation
H. Southgate Development Drainage Plan
I. Riprap Sizing Reference
INTRODUCTION
This drainage study is an overview of the storm drainage considerations for the proposed Wingate Village affordable Housing Project in Grand County Utah. This report investigates the design parameters of stormwater conveyance and attenuation. Design considerations are in general accordance with the hydrologic and hydraulic engineering methods and procedures described in the Grand County Design Criteria for Drainage Studies Within Spanish Valley, December 2011.

The purpose of this Hydrologic/ Hydraulic analysis is to quantify developed condition stormwater runoff, and determine minimum detention pond size to ensure that downstream properties are not adversely affected by runoff due to this development.

PROJECT LOCATION
The project site for the proposed development is two adjacent parcels (APN 020220079 & 020220063) at the present terminus of Willow Tree road. The site is bordered by the Southgate subdivision on the south, KOA campground on the west and a mixture rural residential and undeveloped private properties on all other sides.

EXISTING CONDITIONS
The subject parcels and streets for the proposed development encompass a drainage area of 4.13 acres. Additional acreage for the Willow Tree Road area that is to be developed as a part of this project is considered “offsite” in this report and does not drain to the project stormwater pond. The site is presently undeveloped and vegetation consists of sparse high desert grasses and shrubs. Community water, sanitary, and storm drainage utilities exist on site extending from Willow Tree Road and then easterly to Spanish Valley road. An earthen maintenance roadway follows these utility alignments.

Topographically, the site slopes downgradient to the northwest at relatively flat slopes (1% to 3%), although the ground surface undulates with frequent sand dunes and hummocks. There is a well-defined arroyo that bisects the development site that appears to carry runoff infrequently. This arroyo appears to be the primary conveyance for the Southgate development south and southeast of the parcel, per the attached Hydrology Exhibit. An outlet culvert from a detention facility located within the Southgate subdivision is plumbed into this arroyo on the Wingate site, although no easement for this has been discovered.

The arroyo definition becomes more obscure north of the HASU parcel, yet it appears to ultimately discharge into the Spanish Valley roadside swale through a private parcel (APN 020220094).
Existing soils are described as 100% Shepard Fine Sand, 2 to 8 percent slopes. The hydrologic soil group classification from the Nation Resource Conservation Service (NRCS) is Type A, which translates to providing high infiltration rate and low runoff potential. The NRCS soil data and percolation test have been attached.

DEVELOPED CONDITIONS
This project intends to construct 13 residential homesite lots and four multi-unit buildings that will include 20 units. The project also requires construction of on-site roadways, extension of Willow Tree Lane, utility main extensions and relocations, and will include an on-site stormwater attenuation facility. Refer to the concurrently submitted Wingate Village Improvement Plans for orientation.

The detention pond will provide storage capacity to detain the runoff produced by the 100-year storm and release at the historic rate of 0.03 cfs/acre through the orifice plate. The pond will store 9,214 cf of stormwater below the overflow grate. In the rare event of a fully plugged stormwater facility or catastrophic rain event, a spillway with riprap has been provided to prevent damage to the facility and downstream KOA property. See attached HydroCAD Report for detention pond routing calculations.

The attenuated flow released from the pond will combine with the offsite conveyance pipe, Storm Drain B, and be routed through the KOA site, following the historic drainage path. The KOA site to the north will be developed concurrently. Limited offsite grading, a flared end section, and riprap erosion protection will be needed if KOA’s development is delayed.

A storm drain system, SD-B, meeting the requirements of Grand County will be constructed to collect and route offsite stormwater through the project, bypassing the onsite pond storage volume. A 24” drain pipe system has been selected in order to meet the flow requirements of the Spanish Valley Master Drainage Plan, 2011 (MDP, herein). The MDP indicated future facilities will be constructed to convey 24 cfs from lands east of US 191 to the historic arroyo bisecting the project site. This flow amount would be coupled with approximately 6 cfs from Drainage Basin 102B. Hydraulic nomographs and Manning’s flow calculation have been attached to display junction structures and typical minimum pipe slope without surcharge, respectively.
HYDROLOGIC ANALYSIS
The SCS TR-20 Method was selected for accurate routing of the 100-year storm through the detention pond. Some of the non-impervious areas will be desert landscaping and some will be manicured lawns in hydrologic soil type A, reflecting a weighted average curve number of 76. Time of concentration is input as a minimum 10 minutes for the developed condition considering the relatively short flow length along impervious surfaces to the proposed storm inlets.

EROSION CONTROL & STORMWATER MANAGEMENT
The project disturbance area will be 4.9 acres. The selected contractor will be required to follow all applicable EPA NPDES and local standards for erosion and sedimentation control. More information regarding the requirements can be found in the MDP, Section 2.9.3. A Stormwater Management Plan (SWMP) is not included as a part of the project design; this will be drafted by the contractor, if applicable. Installation and maintenance of BMP’s during construction is recommended to control contamination from being discharged into adjacent properties and streets.

CONCLUSION
With the implementation of the mitigation measures described in this report, no adverse impacts to downstream capacity or water quality are anticipated with proper installation and maintenance of the stormwater system described in this report. The offsite drainage identified in the MDP has been routed around the site to the historic drainage location, conveyed per Grand County standards.
OFFSITE DRAINAGE BASINS
FROM FINAL SPANISH VALLEY STORM DRAIN MASTER PLAN UPDATE, DECEMBER 2011

LEGEND
- SURFACE SHEET FLOW PATH
- CONCENTRATED FLOWING
- STORM DRAIN IN DRAINAGE FRACTION
- DRAINAGE PATH
- HYDROLOGICAL PATH

- OFFSITE FLOW PIPE CONTINUES PER KOA DEVELOPMENT
- NEW KOA
- EXISTING KOA
- OFFSITE DRAINAGE BASIN 4.13 ACRES
- OFFSITE DRAINAGE BASIN PERTAINING TO MAIN DRAINAGE STUDY, AREA DRAINING TO 30-6 IS 50% OF MNS, BASIN 102B = 6 CFS

GOFF ENGINEERING & SURVEYING, INC.
126 ROCK POINT DRIVE SUITE A
DURANGO, COLORADO 81302
(970) 247-1705
www.goffengineering.com

GRAND COUNTY, UTAH
AFFORDABLE HOUSING
WINGATE
RSH
TWE
16-205
C7.1
HYDROLOGY EXHIBIT

CHECKED BY:
DRAWN BY:
PROJECT NUMBER:
SHEET:
REVISES:
ISSUE RECORD:
### PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)

<table>
<thead>
<tr>
<th>Duration</th>
<th>Average recurrence interval (years)</th>
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<tr>
<td>5-min</td>
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<tr>
<td></td>
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<tr>
<td></td>
<td>(0.092-0.123)</td>
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<tr>
<td></td>
<td>0.158</td>
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<td>(0.139-0.187)</td>
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<tr>
<td>10-min</td>
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<tr>
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<td>(0.173-0.232)</td>
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<td>0.264</td>
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<td>15-min</td>
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<td>(0.288-0.387)</td>
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<td>30-min</td>
<td>0.460</td>
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<td>(0.410-0.519)</td>
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<tr>
<td>60-min</td>
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<td></td>
<td>(0.520-0.630)</td>
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<td>0.703</td>
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<td>(0.642-0.774)</td>
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<tr>
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<td>(0.790-0.919)</td>
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<td>0.922</td>
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</tbody>
</table>
Canyonlands Area, Utah - Parts of Grand and San Juan Counties

80—Sheppard fine sand, 2 to 8 percent slopes

Map Unit Setting

National map unit symbol: 1vn8
Elevation: 4,600 to 5,000 feet
Mean annual precipitation: 6 to 8 inches
Mean annual air temperature: 52 to 54 degrees F
Frost-free period: 150 to 170 days
Farmland classification: Not prime farmland

Map Unit Composition

Sheppard and similar soils: 70 percent
Minor components: 30 percent

Estimates are based on observations, descriptions, and transects of the map unit.

Description of Sheppard

Setting

Landform: Sand sheets on cuestas, sand sheets on structural benches
Down-slope shape: Linear, convex
Across-slope shape: Convex, linear
Parent material: Eolian deposits derived from sandstone

Typical profile

A - 0 to 3 inches: fine sand
C - 3 to 60 inches: fine sand

Properties and qualities

Slope: 2 to 8 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Excessively drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): High to very high (6.00 to 20.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 10 percent
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water storage in profile: Low (about 4.2 inches)

Interpretive groups

Land capability classification (irrigated): 3e
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: A
Ecological site: Desert Sand (Sand Sagebrush) (R035XY115UT)
Hydric soil rating: No

Minor Components

Nakai

Percent of map unit: 10 percent
**Record Sheet for Conducting Soil Percolation Tests**

**Utah Division of Water Quality**

**Southgate Affordable Housing**

**Grand County, Utah**

**Name of Project or Development:** Southgate Affordable Housing  
**Date of Test:** 1/25/17 - 1/26/17

**Location of Property:** GRAND COUNTY, UTAH

**Name of Person Performing Test:** JAMES KEOGH

**Percolation Test No.:** LOCATION # 2

<table>
<thead>
<tr>
<th>Period of time hole was saturated</th>
<th>Time interval used for measuring water drop</th>
<th>Hole width or diameter</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 HR.</td>
<td>10 MIN.</td>
<td>11 INCH</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total depth of hole</th>
<th>Period of time soil permitted to swell</th>
<th>Depth of water table</th>
</tr>
</thead>
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<tr>
<td>4 FT.</td>
<td>18 HR.</td>
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<table>
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<tr>
<th>Successive Percolation Tests</th>
<th>Initial Depth to Water</th>
<th>Beginning Time</th>
<th>Final Depth to Water</th>
<th>Ending Time</th>
<th>Distance Water Dropped in Inches</th>
<th>Elapsed Time in Minutes</th>
<th>Perc Rate in Minutes/Inch</th>
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<tbody>
<tr>
<td>1</td>
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<td>11:43</td>
<td>13&quot;</td>
<td>11:53</td>
<td>7</td>
<td>10</td>
<td>1.43</td>
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<tr>
<td>2</td>
<td>5⅛&quot;</td>
<td>11:56</td>
<td>10½&quot;</td>
<td>12:06</td>
<td>5¼&quot;</td>
<td>10</td>
<td>1.90</td>
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<tr>
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<td>6&quot;</td>
<td>12:08</td>
<td>10¼&quot;</td>
<td>12:18</td>
<td>4¼&quot;</td>
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<td>2.35</td>
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<tr>
<td>4</td>
<td>6⅛&quot;</td>
<td>12:19</td>
<td>10½&quot;</td>
<td>12:29</td>
<td>4</td>
<td>10</td>
<td>2.5</td>
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<tr>
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<td>6⅛&quot;</td>
<td>12:30</td>
<td>10½&quot;</td>
<td>12:40</td>
<td>4</td>
<td>10</td>
<td>2.5</td>
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<td>6</td>
<td>6&quot;</td>
<td>12:42</td>
<td>10&quot;</td>
<td>12:52</td>
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</table>

**Final Stabilized Percolation Rate:** 2.5 minutes/inch

**Descriptive log of soil exploration hole No.**

**Thickness of Each Stratum**

<table>
<thead>
<tr>
<th>Surface to:</th>
<th>Description and Texture of Each Stratum to:</th>
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</thead>
<tbody>
<tr>
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SOUTHEAST AFFORDABLE HOUSING
Utah Division of Water Quality

Name of Project or Development: SOUTHGATE AFFORDABLE HOUSING
Date of Test: 1/25/17 - 1/26/17
Location of Property: GRAND COUNTY, UTAH
Name of Person Performing Test: JAMES KEOGH
Percolation Test No.: LOCATION # 1

<table>
<thead>
<tr>
<th>Period of time hole was saturated</th>
<th>Time interval used for measuring water drop</th>
<th>Hole width or diameter</th>
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</thead>
<tbody>
<tr>
<td>4 HR.</td>
<td>10 MIN.</td>
<td>11 INCH</td>
</tr>
<tr>
<td>Total depth of hole</td>
<td>Period of time soil permitted to swell</td>
<td>Depth of water table</td>
</tr>
<tr>
<td>4 FT.</td>
<td>16 1/2 HR.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Successive Percolation Tests</th>
<th>Initial Depth to Water</th>
<th>Beginning Time</th>
<th>Final Depth to Water</th>
<th>Ending Time</th>
<th>Distance Water Dropped in Inches</th>
<th>Elapsed Time in Minutes</th>
<th>Perc Rate in Minutes/Inch</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>3&quot;</td>
<td>10:20</td>
<td>4 1/2&quot;</td>
<td>10:30</td>
<td>1/2</td>
<td>10</td>
<td>6.66</td>
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<tr>
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<td>3&quot;</td>
<td>10:32</td>
<td>4 1/4&quot;</td>
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<td>1/4</td>
<td>10</td>
<td>8.0</td>
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<td>3 1/4&quot;</td>
<td>10:44</td>
<td>4 1/4&quot;</td>
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<td>10</td>
<td>10.0</td>
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<td>4&quot;</td>
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<td>1</td>
<td>10</td>
<td>10.0</td>
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<td>11:06</td>
<td>4&quot;</td>
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<td>3/4</td>
<td>10</td>
<td>13.33</td>
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<td>11:17</td>
<td>4 1/4&quot;</td>
<td>11:27</td>
<td>3/4</td>
<td>10</td>
<td>13.33</td>
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<tr>
<td>7</td>
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<td>8</td>
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</table>

Final Stabilized Percolation Rate: 13.33 minutes/inch

Descriptive log of soil exploration hole No.________

Thickness of Each Stratum  | Description and Texture of Each Stratum
surface to ________ | ________ to ________
 ________ to ________ | ________ to ________
 ________ to ________ | ________ to ________
 ________ to ________ | ________ to ________
ON SITE DRAINAGE

Routing Diagram for Spillway Routing Only
Prepared by Microsoft. Printed 2/26/2019
HydroCAD® 10.00-17 s/n 03802 © 2016 HydroCAD Software Solutions LLC
Summary for Subcatchment 1S: ON SITE DRAINAGE

Runoff = 5.45 cfs @ 12.03 hrs, Volume = 0.277 af, Depth > 0.81"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span = 5.00-20.00 hrs, dt = 0.05 hrs
Type II 24-hr 100 year Rainfall = 2.82"

<table>
<thead>
<tr>
<th>Area (ac)</th>
<th>CN</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.940</td>
<td>39</td>
<td>&gt;75% Grass cover, Good, HSG A</td>
</tr>
<tr>
<td>1.000</td>
<td>63</td>
<td>Natural western desert, HSG A</td>
</tr>
<tr>
<td>* 2.190</td>
<td>98</td>
<td>Impervious Areas</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Tc (min)</th>
<th>Length (feet)</th>
<th>Slope (ft/ft)</th>
<th>Velocity (ft/sec)</th>
<th>Capacity (cfs)</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Direct Entry, Min</td>
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</tbody>
</table>

Subcatchment 1S: ON SITE DRAINAGE

Type II 24-hr 100 year Rainfall = 2.82"
Runoff Area = 4.130 ac
Runoff Volume = 0.277 af
Runoff Depth > 0.81"
Tc = 10.0 min
CN = 76
Summary for Pond 2P: Detention Pond

Inflow Area = 4.130 ac, 53.03% Impervious, Inflow Depth > 0.81" for 100 year event
Inflow = 5.45 cfs @ 12.03 hrs, Volume= 0.277 af
Outflow = 0.12 cfs @ 18.98 hrs, Volume= 0.019 af, Atten= 98%, Lag= 417.4 min
Primary = 0.12 cfs @ 18.98 hrs, Volume= 0.019 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 4,563.16’ @ 18.98 hrs  Surf.Area= 4,101 sf  Storage= 11,263 cf

Plug-Flow detention time= 433.1 min calculated for 0.019 af (7% of inflow)
Center-of-Mass det. time= 326.2 min (1,138.7 - 812.5)

<table>
<thead>
<tr>
<th>Volume</th>
<th>Invert</th>
<th>Avail.Storage</th>
<th>Storage Description</th>
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</thead>
<tbody>
<tr>
<td>#1</td>
<td>4,559.00’</td>
<td>16,372 cf</td>
<td>Custom Stage Data (Prismatic) Listed below (Recalc)</td>
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<thead>
<tr>
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<tr>
<td>4,559.00</td>
<td>1,313</td>
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<td>0</td>
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<tr>
<td>4,564.30</td>
<td>4,865</td>
<td>16,372</td>
<td>16,372</td>
</tr>
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</table>

Device Routing Invert Outlet Devices
#1 Primary 4,563.10’ Custom Weir/Orifice, Cv= 2.62 (C= 3.28)
Head (feet) 0.00 1.20
Width (feet) 2.00 11.60

Primary OutFlow Max=0.11 cfs @ 18.98 hrs HW=4,563.16’ (Free Discharge)
1=Custom Weir/Orifice (Weir Controls 0.11 cfs @ 0.79 fps)
Pond 2P: Detention Pond

Inflow Area=4.130 ac
Peak Elev=4,563.16'
Storage=11,263 cf

Pond 2P: Detention Pond

Stage-Area-Storage

Surface/Horizontal/Wetted Area (sq-ft)
ON SITE DRAINAGE

1S

2P

Detention Pond
Summary for Subcatchment 1S: ON SITE DRAINAGE

Runoff = 5.45 cfs @ 12.03 hrs, Volume= 0.277 af, Depth> 0.81"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr 100 year Rainfall=2.82" 

<table>
<thead>
<tr>
<th>Area (ac)</th>
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<th>Description</th>
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<td>* 2.190</td>
<td>98</td>
<td>Impervious Areas</td>
</tr>
<tr>
<td>4.130</td>
<td>76</td>
<td>Weighted Average</td>
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<tr>
<td>1.940</td>
<td>46.97% Pervious Area</td>
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<tr>
<td>2.190</td>
<td>53.03% Impervious Area</td>
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</table>

Tc Length Slope Velocity Capacity Description
(min) (feet) (ft/ft) (ft/sec) (cfs)
10.0 Direct Entry, Min

Subcatchment 1S: ON SITE DRAINAGE

Hydrograph

Type II 24-hr 100 year Rainfall=2.82"
Runoff Area=4.130 ac
Runoff Volume=0.277 af
Runoff Depth>0.81"
Tc=10.0 min
CN=76
Summary for Pond 2P: Detention Pond

Inflow Area = 4.130 ac, 53.03% Impervious, Inflow Depth > 0.81" for 100 year event
Inflow = 5.45 cfs @ 12.03 hrs, Volume= 0.277 af
Outflow = 0.11 cfs @ 19.37 hrs, Volume= 0.068 af, Atten= 98%, Lag= 440.6 min
Primary = 0.11 cfs @ 19.37 hrs, Volume= 0.068 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 4,562.59' @ 19.37 hrs Surf.Area= 3,767 sf Storage= 9,127 cf

Plug-Flow detention time= 258.6 min calculated for 0.068 af (25% of inflow)
Center-of-Mass det. time= 160.4 min (972.9 - 812.5)

<table>
<thead>
<tr>
<th>Volume</th>
<th>Invert</th>
<th>Avail.Storage</th>
<th>Storage Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>4,559.00'</td>
<td>16,063 cf</td>
<td>Custom Stage Data (Prismatic) Listed below (Recalc)</td>
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<tr>
<td>4,559.00</td>
<td>1,313</td>
<td>0</td>
<td>0</td>
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<tr>
<td>4,564.20</td>
<td>4,865</td>
<td>16,063</td>
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<table>
<thead>
<tr>
<th>Device</th>
<th>Routing</th>
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<th>Outlet Devices</th>
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<td>4,559.50'</td>
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<td>#2</td>
<td>Primary</td>
<td>4,560.50'</td>
<td>1.0&quot; Vert. Orifice/Grate C= 0.600</td>
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<td>#3</td>
<td>Primary</td>
<td>4,561.50'</td>
<td>1.0&quot; Vert. Orifice/Grate C= 0.600</td>
</tr>
</tbody>
</table>

Primary OutFlow Max=0.11 cfs @ 19.37 hrs HW=4,562.59’ (Free Discharge)

1=Orifice/Grate (Orifice Controls 0.05 cfs @ 8.41 fps)
2=Orifice/Grate (Orifice Controls 0.04 cfs @ 6.90 fps)
3=Orifice/Grate (Orifice Controls 0.03 cfs @ 4.94 fps)
Pond 2P: Detention Pond

**Hydrograph**

- **Inflow Area**: 4.130 ac
- **Peak Elev**: 4,562.59'
- **Storage**: 9,127 cf

- **Flow** (cfs):
  - 5.45 cfs
  - 0.11 cfs

**Stage-Area-Storage**

- **Elevation** (feet):
  - 4,564
  - 4,563
  - 4,562
  - 4,561
  - 4,560
  - 4,559

- **Storage (cubic-feet)**:
  - 16,000
  - 14,000
  - 12,000
  - 10,000
  - 8,000
  - 6,000
  - 4,000
  - 2,000
  - 0
CHART 55B

SCALE

(1) SMOOTH INLETS (CONCRETE)
(2) ROUGH INLETS (CM P)

EXAMPLE

FACE SECTION

THROAT SECTION

ELEVATION

TAPE R

THROAT CONTROL
FOR SIDE - TAPERED INLETS TO PIPE CULVERT
(CIRCULAR SECTION ONLY)
CHART 1B

HEADWATER DEPTH FOR CONCRETE PIPE CULVERTS WITH INLET CONTROL

HEADWATER SCALES 2 to 3
REVISED MAY 1964
BUREAU OF PUBLIC ROADS JAN. 1963

EXAMPLE

\( D = 42 \) inches (3.5 feet)
\( Q = 120 \) cfs

\[ \frac{Hw}{D} \text{ feet} \]

1. \( (1) \quad 2.5 \quad 6.8 \)
2. \( (2) \quad 2.1 \quad 7.4 \)
3. \( (3) \quad 2.2 \quad 7.7 \)

*\( D \) in feet

ENTRANCE TYPE

1. Square edge with headwall
2. Groove end with headwall
3. Groove end projecting

To use scale (2) or (3) project horizontally to scale (1), then use straight inclined line through D and Q scales, or reverse as illustrated.

HEADWATER DEPTH IN DIAMETERS (HW/D)

Bevelled Edge
HARP Smooth Wall
SAME BY Exit Wall
Onsite Storm Drain

5.45 cfs = 100-year flow from SDMH A-3 to pond

Designed \( H_w/D = 2.0 \) Required \( H_w/D = 0.85 \) OK

Manning's 18" pipe flowing full = 6.2 cfs > 100-yr OK

**CHART 1B**

**Example**

\[ Q = 42 \text{ inches (3.5 feet)} \]
\[ Q = 120 \text{ cfs} \]

<table>
<thead>
<tr>
<th>( H_w/D )</th>
<th>D in feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>2.0</td>
</tr>
<tr>
<td>(2)</td>
<td>2.1</td>
</tr>
<tr>
<td>(3)</td>
<td>2.2</td>
</tr>
</tbody>
</table>

**Headwater Depth for Concrete Pipe Culverts with Inlet Control**
### Manning Formula Uniform Pipe Flow at Given Slope and Depth

Can you help me translate, program, or host these calculators? [Hide this request]

Check out our newest spreadsheet update: Download Spreadsheet  Open Google Sheets version  View All Spreadsheets

---CAUTION: If you have downloaded the spreadsheet prior to September 24, you may have received incorrect results!---

---

**Wingate Affordable Housing**

**Offsite Conveyance Pipe**

<table>
<thead>
<tr>
<th>Set units</th>
<th>m</th>
<th>mm</th>
<th>in</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pipe diameter, $d_o$</td>
<td>24</td>
<td>in</td>
<td></td>
</tr>
<tr>
<td>Manning roughness, $n$</td>
<td>0.01</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pressure slope (possibly equal to pipe slope), $S_0$</td>
<td>1.11</td>
<td>% rise/run</td>
<td></td>
</tr>
<tr>
<td>Percent of (or ratio to) full depth (100% or 1 if flowing full)</td>
<td>100</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Results</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Flow, $Q$</td>
<td>30.9814 cfs</td>
</tr>
<tr>
<td>Velocity, $v$</td>
<td>9.8620 ft/sec</td>
</tr>
<tr>
<td>Velocity head, $h_v$</td>
<td>18.1390 in</td>
</tr>
<tr>
<td>Flow area</td>
<td>452.3902 sq. in</td>
</tr>
<tr>
<td>Wetted perimeter</td>
<td>75.3982 in</td>
</tr>
<tr>
<td>Hydraulic radius</td>
<td>6.0000 in</td>
</tr>
<tr>
<td>Top width, $T$</td>
<td>0.0000 in</td>
</tr>
<tr>
<td>Froude number, $F$</td>
<td>0.00</td>
</tr>
<tr>
<td>Shear stress (tractive force), $\tau$</td>
<td>66.3530 N/m²</td>
</tr>
</tbody>
</table>

---
Figure 11-16  Dimensions of Riprap Pads

<table>
<thead>
<tr>
<th>Riprap Class</th>
<th>L* (ft)</th>
<th>T (ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
<td>40 or 1.3</td>
<td>2.3</td>
</tr>
<tr>
<td>100</td>
<td>40 or 1.6</td>
<td>3.3</td>
</tr>
<tr>
<td>200</td>
<td>40 or 2.0</td>
<td>4.3</td>
</tr>
<tr>
<td>700</td>
<td>40 or 3.3</td>
<td>6.6</td>
</tr>
</tbody>
</table>

*L is the greater of 40 or the listed dimension.

Notes:
1. Do not excavate non-erodible rock in order to place riprap.
2. Use riprap backing under Class 200 and Class 700 loose riprap.
3. Top width of the riprap pad is the larger of 60 or the width of the embankment protection (see Chapter 9).
This Declaration of Covenants, Conditions and Restrictions of Wingate Village Planned Unit Development (this “Declaration”) is made and entered into as of _____________ __, 2019, by WINGATE VILLAGE DEVELOPMENT, LLC (“Declarant”), for the purpose of establishing a residential planned unit development project known as WINGATE VILLAGE PLANNED UNIT DEVELOPMENT.

R E C I T A L S

A. Declarant is the owner of certain real property located in Moab, Grand County, Utah, which is more particularly described in Exhibit B attached hereto and incorporated herein by this reference (the “Property”). Defined terms used in these Recitals and this Agreement shall have the meanings given in Article 1 below.

B. Declarant intends to create a residential planned unit development on the Property that will be known as “Wingate Village Planned Unit Development” (the “Project”). The Project will consist of thirty-three (33) Lots upon each of which the Declarant or Owner will construct a single family and/or multifamily residence (“Residence”). Declarant shall specify, on the subdivision plat or as otherwise allowed by this Declaration, the areas available for single family residences (“Single Family Area”) and the areas available for multifamily residences (“Multifamily Area”). Notwithstanding anything in this Declaration to the contrary, the Project is a planned unit development and not a cooperative or a condominium project.

C. In connection with the development of the Project, Declarant is recording this Declaration for the mutual benefit of the Owners. Each Owner acquiring a Lot or a Residence in the Project is taking the same subject to all of the terms and conditions of this Declaration and, by accepting title thereto, agrees to be bound by this Declaration.

D E C L A R A T I O N

Declarant hereby declares that all of the Property described below shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements,
assessments, charges and liens, and to the Plat recorded concurrently herewith. This Declaration
is for the purpose of protecting the value and desirability of the Property and the individual Lots
and Units by, among other things, establishing and coordinating architectural styles and using
design, landscape and architectural features to create a pleasing environment. This Declaration
shall be construed as covenants of equitable servitude; shall run with the land and be binding on
all parties having any right, title or interest in the Property or any part thereof, their heirs,
successors and assigns; and shall inure to the benefit of each Owner thereof. The above Recitals
shall constitute a part of this Declaration and are incorporated herein by this reference.

ARTICLE 1
DEFINITIONS AND CONCEPTS

The following definitions and concepts shall control in this Declaration:

1.1. “Articles” means and refers to the Articles of Incorporation of the Association.
The purpose of the Articles is to establish the Association as a non-profit corporation under Utah
law.

1.2. “Association” means the Wingate Village Homeowners Association, a Utah
nonprofit corporation, its successors and assigns.

1.3. “Bylaws” means and refers to the Bylaws of the Association, as the same may be
amended, modified or restated from time to time as permitted in the Articles and Bylaws. The
purpose of the Bylaws is to govern the Association’s internal affairs, such as (for purposes of
every example but not limitation) voting, elections and meetings. A copy of the initial Bylaws is
attached hereto as Exhibit A.

1.4. “Common Area” means all real property, including the improvements thereto and
facilities thereon, which the Association owns, leases or otherwise holds possessory or use rights
in, at any given time, for the common use and enjoyment of the Owners. Common Area has
been designated on the Plat and may be otherwise established as provided for in this
Declaration. The Declarant anticipates that the Common Area will include a detention pond,
playground, areas around the cul-d-sac, as designated on the Plat, and signage at the entry to the
Project.

1.5. “Common Expenses” means the actual and estimated expenses incurred, or
anticipated to be incurred, by the Association for the general benefit of the Owners, including
any reasonable reserve, as the Association may find necessary and appropriate pursuant to the
Governing Documents.

1.6. “Community Association Act” means the Utah Community Association Act,
Title 57, Chapter 8a of the Utah Code, and any amendments thereto.

1.7. “Declarant” means Wingate Village Development, LLC, a Utah limited liability
company, and its successors and assigns.
1.8. “Declarant Control Period” means the period of time during which the Declarant has Class B membership status as provided for herein.

1.9. “Declaration” means this instrument and any amendments, restatements, supplements or annexations thereto which are recorded in the official records of the Grand County Recorder, State of Utah.


1.11. “Governing Documents” means, collectively, this Declaration, the Articles, the Bylaws and any amendments or supplements to any of the foregoing, and includes any rules, regulations and resolutions established pursuant to the authority of the Declaration, Articles or Bylaws.

1.12. “Lot” means a separately numbered and individually described plot of land shown on the Plat designated as a Lot for private ownership. The Plat initially contains thirty-three (33) Lots, of which twenty (20) Lots are apartment units contained within multifamily buildings.

1.13. “Lot Owner” means the owner of a Lot and is synonymous with the term “Owner” and “Unit Owner.”

1.14. “Member” means a member of the Association and is synonymous with the terms “Owner” and “Unit Owner.” As used herein and in the Bylaws and Articles, “Member” is used to identify Owners or Unit Owners as members of the Association.

1.15. “Mortgage” means a mortgage, a deed of trust, a deed to secure a debt or any other form of security instrument encumbering title to any Unit.

1.16. “Mortgagee” means and refers to a lender holding a first Mortgage, and includes a beneficiary under a deed of trust.


1.18. “Owner” means the entity, person or group of persons owning fee simple title to any Lot which is within the Property. Regardless of the number of parties participating in ownership of each Lot, the group of those parties shall be treated as one “Owner.” The term “Owner” may include purchasers under a real estate purchase contract, provided such purchaser is granted the rights of an “Owner” in such contract, but does not include persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings. Membership is appurtenant to and may not be separated from Lot ownership.

1.19. “Plat” means the subdivision plat recorded herewith prepared and certified by a Utah Registered Land Surveyor and any amendments or replacements thereof, or additions thereto.
1.20. “Project” means the residential and multifamily subdivision project known or referred to as “The Wingate Village, Planned Development” which comprises the entire Property and which is made subject to this Declaration.

1.21. “Property” means the real property which is more fully described in Exhibit B attached hereto and incorporated herein by this reference.

1.22. “Property Insurance” has the meaning given in Section 5.1.

1.23. “Single Family Area” includes Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 12, as designated on the Plat.

1.24. “Unit” means a single family dwelling in the Single Family Area, with or without walls or roofs in common with other single family dwellings, or an apartment unit in a building containing multiple apartment units in the Multifamily Area. When the term “Unit” is used, it includes fee title to the Lot on which the Unit is constructed.

1.25. “Unit Owner” means and is synonymous with the term “Owner” and “Lot Owner.”

ARTICLE 2
PROPERTY RIGHTS

2.1. Owner’s Acknowledgment; Notice to Purchasers. By accepting title to any Lot, all Owners are given notice that the use of their Units and Common Area is limited by the covenants, conditions, restrictions, easements and other provisions in the Governing Documents, as they may be amended, expanded, modified or restated from time to time. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her Unit can be limited, restricted or otherwise affected by said covenants, conditions, restrictions, easements and other provisions in the Governing Documents. All purchasers of Units are on notice that the Association may have adopted changes to the Governing Documents that might differ from those a purchaser might receive from or have disclosed by the Owner from whom the purchaser is purchasing his or her Unit, including the initial Bylaws attached hereto as Exhibit A. Purchasers are encouraged to obtain copies of the current Governing Documents, which may be obtained from the Association.

2.2. Units.

(a) Ownership. Each Unit is owned in fee simple by the Owner, subject to the covenants, conditions, restrictions and easements in this Declaration and other provisions of the Governing Documents.

(b) Activities within Units. No rule shall interfere with the activities carried on within the confines of Units; provided, however, the Association may (i) restrict or prohibit commercial or other activities not normally associated with property that is intended for residential use, (ii) restrict or prohibit any activities that create additional monetary costs for the Association or other Owners, (ii) restrict or prohibit any activities that create a danger to the health or safety of occupants of other Units, (iv) restrict or prohibit any activities that generate
excessive noise or traffic, (v) restrict or prohibit any activities that create unsightly conditions visible outside the dwelling, or (vi) restrict or prohibit any activities that create an unreasonable source of annoyance, all as may be determined by the Association.

(c) **Household Composition.** No rule of the Association shall interfere with the freedom of Owners to determine the composition of their households, except that the Association shall have the power, in its discretion, to require that all occupants of residences in the Single Family Area or of apartments in the Multifamily Area be members of a single housekeeping unit and to limit the total number of occupants permitted in each Unit on the basis of the size and facilities of the Unit and its fair use of the Common Area.

2.3 **Common Area.**

(a) **Ownership; Conveyance.** Prior to the expiration of the Declarant Control Period, the Declarant will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, but subject to this Declaration, and easements and rights-of-way of record. The Association shall accept the deed of conveyance of the Common Area upon Declarant’s presentment of the same.

(b) **Rights of Use and Rules and Regulations Concerning the Common Area.** Every Unit Owner shall have a right and easement of use and enjoyment in and to the Common Area which easement shall be appurtenant to and shall pass with the title to every Unit, subject to the Governing Documents. The Board shall have the right to establish and enforce rules and regulations governing the use of the Common Area, including but not limited to rights of use, hours of use, delegation of use, and standards of conduct. Additional rights to establish rules and regulations governing the Common Area may be set forth and established elsewhere in the Governing Documents.

(c) **Board Authority and Rights in the Common Area.** The Board shall have the right, for and on behalf of the Association, to:

   (i) enter into agreements or leases which provide for use of the Common Area by a similar association in consideration for use of the Common Area and facilities of the other association or for cash consideration, or for use by third parties for cash consideration;

   (ii) with the approval of at least seventy-five percent (75%) of Unit Owners to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release or transfer all or part of the Common Area to any private individual, corporate entity, public agency, authority or utility;

   (iii) grant easements for public utilities or other public purposes consistent with the intended use of the Common Area;

   (iv) take such steps as are reasonably necessary or desirable to protect the Common Area against foreclosure; and
(v) take such other actions with respect to the Common Area which are authorized by or otherwise consistent with the Governing Documents.

2.3. **IRS Section 42 Tax Credit Project.** Declarant anticipates that certain areas of the Project, including the Multifamily Area, will be financed as a low income housing tax credit project (“LIHTC Project”), and, as such, will be subject to additional restrictions which will be recorded against the Property. All governing Documents will be interpreted and/or amended so as to be consistent with the requirements of the LIHTC Project, and all rules promulgated by and actions taken by the Board and the Members shall be consistent with the LIHTC Project requirements.

2.4. **Declarant’s Right of Use.** As part of the overall program of development of the Property into a residential community and to encourage the marketing thereof, the Declarant shall have the right of use of the Common Area, including any community buildings, without charge during the Declarant Control Period to aid in its development and marketing activities.

2.5. **Delegation of Use.** Any Unit Owner may delegate his right of enjoyment of the Common Area to the members of his or her family, tenants, guests, licensees and invitees, but only in accordance with the applicable rules and regulations of the Association and other Governing Documents. The Board may, by rule, require Unit Owners to forfeit their right of use in the Common Area for so long as the Unit Owner has delegated his or her right of use in the Common Area to his or her tenant. The repair costs for any damage to the Common Area and their facilities, including personal property owned by the Association, caused by a Unit Owner, or by such Unit Owner’s family members, tenants, guests, licensees of invitees, shall create a debt to the Association. Such debts owed to the Association as a result of damage to the Common Area and facilities shall be a specific assessment charged to the Unit Owner who caused, or whose family member, tenant, guest, licensee or invitee caused, such damage.

2.6. **Declarant’s Reasonable Rights to Develop.** Notwithstanding anything in the Governing Documents to the contrary, no rule or action by the Association shall unreasonably impede Declarant’s right to develop and market the Project.

**ARTICLE 3**

**ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS**

3.1. **Membership.** Every Owner is a Member of the Association. Membership in the Association automatically transfers upon transfer of title by the record Owner to another person or entity, and membership in the Association is appurtenant to, and may not be separated from, ownership of a Unit.

3.2. **Voting Rights.** The Association has two (2) classes of voting membership, Class A and Class B.

   (a) **Class A.** Every Owner is a Class A Member, except that the Declarant is not a Class A member until Declarant’s membership converts to Class A membership as provided for in Section 3.2(b) below. Class A Members are entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Unit, the group of such persons...
shall constitute a single Member, and the vote for such Unit shall be exercised as they among
themselves determine, but in no event shall more than one vote be cast with respect to any Unit.
A vote cast at any Association meeting by any co-Owner, whether in person or by proxy, is
conclusively presumed to be the vote of all co-Owners of the Unit concerned unless written
objection is made prior to that meeting, or verbal objection is made at that meeting, by another
co-Owner of the same Unit. In the event an objection is made, the vote involved shall not be
counted for any purpose except to determine whether a quorum exists. If a single Owner owns
more than one Unit, the Owner is entitled to one vote for each Unit owned.

(b) Class B. The Class B member is the Declarant. The Class B member is
entitled to four (4) votes for each Unit owned. Declarant will cease to be a Class B member and
shall become a Class A member on the happening of one of the following events, whichever
first occurs:

(i) Sixty (60) days after the date upon which seventy-five percent
(75%) of the Lots subject to this Declaration have been conveyed to persons other than
Declarant; or

(ii) Seven (7) years after all Declarants have ceased to offer lots for
sale in the ordinary course of business.; or

(iii) the date Declarant notifies the other Owners in writing that it is
waiving its right to four (4) votes for each Lot it owns.

Upon the occurrence of the first of any of the foregoing events, Declarant shall
thereafter be entitled to one (1) vote for each Lot owned by it.

3.3. Change of Corporate Status. The Association has been set up and established
as a non-profit corporation under Utah law. However, the continuing existence and viability of
the Association is not vested in its corporate status. During any period in which the Association
is not incorporated or otherwise has a change of corporate status (e.g., involuntary dissolution
under the Utah Nonprofit Corporation Act for failure to file for corporate renewal), the
Governing Documents shall nevertheless continue to be effective as the Governing Documents
of the Association, and the Association shall have all rights, power and authority granted in the
Governing Documents, and no Unit Owner may escape or avoid any assessment, charge, lien,
rule or other matter contained in the Governing Documents by virtue of such change of corporate
status. In the case of the suspension or administrative dissolution of the Association for
failure to file annual reports or similar documents necessary to maintain its corporate existence,
any two (2) Members are authorized, to the extent they deem necessary and without approval of
the other Members, to take such actions as may be reasonably necessary to remove any
suspension or administrative dissolution, including the authority to re-incorporate the
Association under the same or similar name of the Association, and such corporation shall be
deemed the successor to the Association. If the Members fail to remove any suspension or
reincorporate as provided herein, the Association shall continue to operate and function under the
Governing Documents as an unincorporated association.

SLC_3393173.5
3.4. **Rulemaking Authority.** The Association may, from time to time, subject to the provisions of the Governing Documents, adopt, amend, modify and repeal reasonable rules and regulations governing the Project, including without limitation the use of any Common Area, parking restrictions and limitations, limitations upon vehicular travel within the Community, and restrictions on other activities or improvements on the Property.

3.5. **Notice; Promulgation of Rules.** A copy of the Association’s rules and regulations, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Unit Owner. Upon such mailing or other delivery, said rules and regulations shall have the same force and effect as if they were set forth in, and were a part of, this Declaration. In addition to or in lieu of providing notice by mail, the Association may provide notice by electronic means such as electronic mail (e-mail) to Unit Owners and may require that Unit Owners, in addition to keeping the Association informed as to their current mailing address, maintain a current e-mail address with the Association for such purpose.

**ARTICLE 4
FINANCES AND ASSESSMENTS**

4.1. **Assessments; Authority.** The Association is hereby authorized to levy assessments against the Owners as provided for herein. The following are the types of assessments that may be levied by the Association, which are more particularly described below: (a) annual assessments or charges; (b) special assessments; (c) specific assessments; (d) emergency assessments; (e) any other amount or assessment levied or charged by the Association pursuant to this Declaration; and (f) interest, costs of collection and reasonable attorney fees, as hereinafter provided.

4.2. **Creation of Lien and Personal Obligation of Assessments.** Excepting Declarant, each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association all assessments and charges, however denominated, which are authorized in the Governing Documents. All such amounts shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each such assessment or amount is charged, which lien shall arise when the Owner fails or refuses to pay an assessment when due. Such assessments and other amounts shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment became due. No Owner may exempt himself or herself from liability for assessments by nonuse of the Common Area, by the sale, transfer, disposition or abandonment of his or her Unit, or by any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Declarant to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making or repairs or improvements, or from any other action it takes. If any Unit has more than one person as an Owner at the time an assessment or charge is made pursuant to this Article 4, the obligations and liabilities of all such persons as Owners shall be joint and several.

4.3. **Purpose of Assessments.** The assessments levied by the Association shall be used to advance the purposes for which the Association was formed, as set forth and articulated in the Governing Documents. The assessments may provide for, but are not limited to, the
payment of insurance maintained by the Association; the payment of the cost of repairing, replacing, maintaining and construction or acquiring additions to the Common Area; the payment and cost of maintaining any roadways; the payment of sewer, water and trash removal charges for the Project which are not separately assessed to each Owner or Unit; the payment of administrative expenses of the Association; the payment of insurance deductible amounts; the establishment of capital and operational reserve accounts; the payment of any professional services deemed necessary and desirable by the Association; and other amounts required by this Declaration or that the Association shall determine to be necessary to meet the primary purposes of the Association.

4.4. **Initial Annual Assessments.** The Declarant shall initially establish the amount of the annual assessments. Thereafter, the establishment of annual assessments shall be according to the procedures and requirements of Section 4.5 below and the Governing Documents.

4.5. **Annual Assessments: Budgeting.**

(a) **Adoption of Budget.** At least sixty (60) days before the beginning of each fiscal year, the Association shall prepare a budget of the estimated Common Expenses for that year. Annual assessments for Common Expenses shall be based upon the estimated net cash flow requirements of the Association to cover items including, without limitation, the cost of routine maintenance and operating of the Common Area; the cost of common sewer and water utilities and trash removal services provided to the Project that aren’t separately metered and assessed to individual Owners and Units; premiums for insurance coverage as deemed desirable or necessary by the Association; landscaping, care of grounds, and common lighting within the Common Area; routine renovations within the Common Area; wages; common water and utility charges for the Common Area; reserves for any insurance deductible; legal and accounting fees; expenses and liabilities from a previous assessment period; and the supplementing of any reserve fund established by the Association.

(b) **Notice of Budget and Assessment.** The Association shall send a copy of the final budget, together with notice of the amount of the annual assessment to be levied pursuant to such budget, to each Owner at least thirty (30) days prior to the effective date of such budget. The budget shall automatically become effective unless disapproved in writing by Members representing at least sixty-six percent (66%) of all eligible votes in the Association. Any such petition must be presented to the Association within ten (10) days after notice of the budget and assessment. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings pursuant to the Bylaws. Unless the budget for the assessment is disapproved by the Members as set forth above, the Association is thereafter authorized to levy the assessment as provided for herein.

(c) **Failure or Delay in Adopting Budget.** The failure or delay of the Association to prepare, distribute or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner’s obligation to pay his or her allocable share of the expenses of the Association. In the event of such failure or delay, all Owners shall continue to pay assessments on the same basis as during the last year for which a budget was adopted and an
assessment was made until notified of the amount of the new annual assessment, which new assessment shall be due on the first day of the next payment period which begins more than thirty (30) days after such new annual or adjusted budget is adopted and the Owners receive notice as provided herein.

(d) **Automatic Budget Approval.** Notwithstanding the foregoing, if the budget proposed by the Association will increase the annual assessment by an amount not greater than five percent (5%) more than the previous annual assessment, then such budget and corresponding annual assessment shall be automatically approved and effective upon thirty (30) days notice.

(e) **Adjustment of Budget and Assessment.** The Association may revise the budget and adjust the annual assessment from time to time during the year, subject to the notice requirements and the right of the Members to disapprove the revised budget as set forth in Section 4.5(b) above; provided, however, that such an adjustment is exempt from the requirements of Section 4.5(b) if the adjustment would either decrease the annual assessment or increase the annual assessment by no greater than five percent (5%).

4.6. **Special Assessments.** In addition to the annual assessments, the Association may levy a special assessment in any assessment year, applicable to that year only, to cover unbudgeted expenses or expenses in excess of those budgeted, including without limitation the costs to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Area that may be undertaken by the Association. Any such special assessment may be levied against the entire Membership if such special assessment is for Common Expenses. Except as otherwise provided in this Declaration, any special assessment relating to Common Expenses shall require the affirmative vote or written consent of a majority of the entire Membership. Special assessments shall be payable in such manner and at such times as determined by the Association and may be payable in installments extending beyond the fiscal years in which the special assessment is approved.

4.7. **Specific Assessments.** The Association shall have the power to levy specific assessments against a particular Unit to cover costs incurred in bringing any Unit into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their agents, contractors, employees, licensees, invitees or guests; provided, however, the Association shall give the Unit Owner against whom the specific assessment is being made prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any specific assessment under this subsection.

4.8. **Emergency Assessments.** Notwithstanding anything contained in this Declaration, the Association may levy emergency assessments in response to an emergency situation. Prior to the imposition or collection of any assessment due to an emergency situation, the Association shall pass a resolution containing the written findings as to the necessity of such expenditure and why the expenditure was not or could not have been reasonably foreseen or accurately predicted in the budgeting process and the resolution shall be distributed to the Members with the notice of the emergency assessment. An emergency situation is one in which the Association finds:
(a) An expenditure, in its discretion, required by an order of a court, to defend the Association in litigation, or to settle litigation;

(b) An expenditure necessary to repair or maintain the Property or any part of it for which the Association is responsible where a threat to personal safety on the Property is discovered;

(c) An expenditure necessary to repair, maintain or cover actual Association expenses for the Property or any part of it that could not have been reasonably foreseen by the Association in preparing and distributing the pro forma operating budget (for example: increases in utility rates, landscape or maintenance contract services, attorney fees incurred in the defense of litigation, etc.); or

(d) Such other situations in which the Association finds that immediate action is necessary and in the best interests of the Association.

4.9. **Uniform Rate of Assessment.** Unless otherwise provided for in this Declaration or elsewhere in the Governing Documents, assessments must be fixed at a uniform rate for all Units; provided, however, that no assessments shall accrue against the Declarant for Units owned by Declarant so long as the Declarant has Class B membership.

4.10. **Declarant’s Option to Fund Budget Deficits.** During the Declarant Control Period, Declarant may, in its sole discretion and without any obligation to do so, fund any budget deficit of the Association, including without limitation funding any initial capital or operational reserve fund. In the event Declarant funds any budget deficit, it shall not establish any obligation by Declarant to continue to fund any future deficits.

4.11. **Payment; Due Dates.** The assessments provided for herein shall commence to accrue against a Unit upon conveyance of the Unit to a bona fide purchaser, adjusting the amount of such assessment according to the number of months remaining in the fiscal year. Due dates shall be established by resolution of the Association, with such resolution. Installments of assessments may be levied and collected on a monthly, quarterly, semi-annual, or annual basis, as determined by resolution of the Association. The Association may require advance payment of assessments at closing of the transfer of title to a Unit.

4.12. **Capitalization of Association.** Upon acquisition of record title to a Unit by the first Owner thereof other than Declarant, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to 15% of the annual assessment per Unit for that year or in such other amount as the Association may specify which may be a flat rate from year to year approximating 15% of the annual assessment per Unit levied during the first year in which the Association adopts a budget, but in no event shall such contribution from Declarant exceed $300 per Unit. This amount shall be in addition to, and not in lieu of, the annual assessment and shall not be considered an advance payment of such assessment. This amount shall be for use in covering operating expenses and other expenses incurred by the Association pursuant to the Governing Documents.
4.13. **Effect of Non-Payment of Assessment; Remedies of the Association.** Any assessment or installment thereof not paid within thirty (30) days after the due date therefor shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum (or such lesser rate as the Association shall determine appropriate) until paid. In addition, the Association may assess a late fee for each delinquent installment that shall not exceed ten percent (10%) of the installment.

(a) **Remedies.** To enforce this Article 4, the Association may, in the name of the Association:

(i) bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving Association’s lien for the assessment;

(ii) foreclose the lien against the Unit in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law;

(iii) restrict, limit or totally terminate any or all services performed by the Association on behalf of the delinquent Owner;

(iv) terminate, in accordance with Section 57-8a-204 of the Community Association Act, the Owner’s right to receive utility services paid as a Common Expense;

(v) exercise any other rights authorized by the Community Association Act for non-payment of assessments and other charges;

(vi) suspend the voting rights of the Owner for any period during which any assessment or portion thereof against the Owner’s Unit remains unpaid; and/or

(vii) accelerate all assessment installments that will become due within the subsequent twelve (12) months so that all such assessments for that period become due and payable at once. This acceleration provision may only be invoked against an Owner who has been delinquent in paying any assessment or installment two (2) or more times within a twelve (12) month period.

(b) **Attorney Fees and Costs.** There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and reasonable attorney fees incurred by the Association, together with, where applicable, an account for the reasonable rental for the Unit from time to time of commencement of the foreclosure. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental without regard to the value of the other security.

(c) **Power of Sale.** A power of sale is hereby conferred upon the Association which it may exercise to foreclose on any Lot or Unit to collect any assessment due under this Declaration. Under the power of sale, an Owner’s Unit may be sold in the manner provided by Utah law pertaining to deeds of trust as if said Association were beneficiary under a deed of trust.
and said Owner was the “trustor.” For purposes of foreclosing on any Unit as provided herein, and in compliance with Utah Code Ann. §57-8a-212(1)(j), the Declarant hereby conveys and warrants pursuant to Utah Code Ann. §57-1-20 and 57-8a-402 to South Eastern Utah Title Company, with power of sale, the Lots and all improvements to the Lots for the purpose of securing payment of assessments under this germ of this Declaration. The Association may designate any person or entity qualified by law to serve as trustee for purposes of power of sale foreclosure.

4.14. **Exempt Property.** The following property subject to this Declaration is exempt from the assessments created herein: (a) all property dedicated to and accepted by any local public authority; (b) the Common Area; (c) all Units or other real property owned by Declarant; and (d) any other property declared exempt as set forth in this Declaration or within any Plat.

4.15. **Subordination of Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage held by a Mortgagor if the Mortgage was recorded prior to the date the assessment became due.

4.16. **Termination of Lien.** A sale or transfer of any Unit shall not affect any assessment lien made as to such Unit prior to such sale or transfer; provided, however, the sale or transfer of any Unit pursuant to foreclosure of a first Mortgage or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve a Unit or Owner from personal liability for assessments coming due after he or she takes title or from the lien of such later assessments.

4.17. **Books, Records and Audit.**

(a) The Association shall maintain current copies of the Governing Documents and other similar documents, as well as its own books, records and financial statements which shall all be available for inspection by Owners and insurers as well as by holders, insurers and guarantors of first mortgages during normal business hours upon reasonable notice. Charges shall be made for copying, researching or extracting from such documents. An Owner or holder, insurer or guarantor of a first Mortgage may obtain an audit of Association records at its own expense so long as the results of the audit are provided to the Association.

(b) The Association shall prepare a roster of Owners for each Unit and the assessments applicable thereto at the same time that it shall fix the amount of the annual assessment, which roster shall be kept by the Treasurer of the Association, who shall record payments of assessments and shall allow inspection of the roster by any Member at reasonable times.

(c) The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Unit has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.
ARTICLE 5
INSURANCE

5.1. **Property and Casualty Insurance**

(a) The Directors shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the Owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses which shall be included in the annual assessments made by the Association. To the extent reasonably available, the Association shall obtain and continue in effect, on behalf of all Owners all insurance required to be obtained by it pursuant to Utah Code Ann. §57-8a-403, including blanket property insurance on the physical structure of all Units and the Common Area insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils (the “Property Insurance”). If the Association becomes aware that Property Insurance is not reasonably available, it shall give all Owners notice of such fact within seven (7) days. The total amount of coverage provided by the Property Insurance shall not be less than 100% of the full replacement cost of the insured property at the time the insurance is purchased and at each renewal date, excluding items normally excluded from property insurance policies and without deduction for depreciation or coinsurance. The Property Insurance policy may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements herein. The Property Insurance shall include coverage for any fixture, improvement or betterment installed by an Owner to his or her Unit, including floor coverings, cabinets, light fixtures, electrical fixtures, heating or plumbing fixtures, paint, wall coverings, windows and any other item permanently part of or affixed to the Unit. Notwithstanding anything herein to the contrary, the Association is not required to obtain Property Insurance or any other insurance for any property or other improvement that is not attached to a Unit or other attached dwelling.

(b) The Property Insurance shall be written in the name of the Association, and the proceeds thereof shall be payable to the Association as trustee for the Owners. Each Owner shall be an insured under the Property Insurance policy.

(c) Insurance premiums for the Property Insurance policy, and any other insurance premiums paid by the Association, shall be a Common Expense of the Association to be included in the annual assessments levied by the Association.

(d) The Association may make a special assessment to each Owner to cover the amount of any deductible under the Property Insurance policy, not to exceed $10,000 in the aggregate or such other amount satisfying the requirements of Utah Code. Ann. §57-8a-405(9). The Association shall set aside the amount of any deductible collected pursuant to this subsection.
and not use the same for any purpose other than paying the deductible with respect to any claim made on the Property Insurance policy.

(e) In the event of an insured loss covered by the Property Insurance policy, the deductible shall be treated as a Common Expense in the same manner as the premiums for the Property Insurance policy. However, if the Association reasonably determines, after notice and opportunity to be heard, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees or lessees, then the Association may assess the full amount of such deductible against such Owner and the Owner’s Lot.

(f) If a loss occurs that is covered by the Property Insurance policy in the name of the Association and another property insurance policy in the name of an Owner:

(i) the Association’s policy provides primary insurance coverage; and

(ii) notwithstanding Subsection 5.1(e) and subject to Subsection 5.1(g) (A) the Owner is responsible for the Association’s policy deductible, and (B) the Owner’s policy applies to that portion of the loss attributable to the Association’s policy deductible.

(g) As used in this Subsection 5.1(g), “Covered Loss” means a loss, resulting from a single event or occurrence, that is covered by the Association’s Property Insurance policy; “Lot Damage” means damage to any combination of a Lot, a dwelling on a Lot, or appurtenant to a dwelling on a Lot; and “Lot Damage Percentage” means the percentage of total damage resulting in a Covered Loss that is attributable to Lot Damage. An Owner who owns a Lot that has suffered Lot Damage as part of a Covered Loss is responsible for an amount calculated by applying the Lot Damage Percentage for that Lot to the amount of the deductible under the Association’s Property Insurance policy. If an Owner does not pay the amount required under this Subsection 5.1(g) within thirty (30) days after substantial completion of the repairs to, as applicable, the Lot or a dwelling on the Lot, the Association may levy an assessment against the Lot for that amount.

(h) The Association shall provide notice to each Owner of the Owner’s obligation under Subsection 5.1(g) for the Association’s policy deductible and of any change in the amount of the deductible.

(i) If, in the exercise of the business judgment rule, the Association determines that a claim is likely not to exceed the Association’s Property Insurance policy deductible, then (i) the Owner’s policy is considered the policy for primary coverage to the amount of the Association’s policy deductible; (ii) the Owner who does not have a policy to cover the Association’s Property Insurance policy deductible is responsible for the loss to the amount of the Association’s policy deductible, as provided in Subsection 5.1(g); and (iii) the Association need not tender the claim to the Association’s insurer.

5.2. **Replacement or Repair of Property.** In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the
costs of repair or replacement of the property damaged or destroyed, the Association may make a
reconstruction assessment against all Unit Owners to cover the additional cost of repair or
replacement not covered by the insurance proceeds, in addition to any other common
assessments made against such Unit Owner. In the event that the Association is maintaining
blanket casualty and fire insurance on the Units, the Association shall repair or replace the same
to the extent of the insurance proceeds available. In the event of damage or destruction by fire or
other casualty to any portion of the Property covered by insurance written in the name of the
Association, the Directors are empowered to and shall represent the Members in any
proceedings, negotiations, settlements or agreements. The Association is appointed attorney-in-
fact of each Owner for this purpose.

5.3. **Damage to a Portion of the Project.**

(a) If a portion of the Project for which the Association is required to obtain
Property Insurance is damaged or destroyed, the Association shall repair or replace the portion
within a reasonable amount of time unless:

(i) the Project is terminated;

(ii) repair or replacement would be illegal under a state statute or local
ordinance governing health or safety; or

(iii) (A) at least 66% of the allocated voting interests of the Owners in
the Association vote not to rebuild; and (B) each Owner of a dwelling on a Lot that will
not be rebuilt votes not to rebuild.

(b) If a portion of the Project is not repaired or replaced because the Project is
terminated, the termination provisions of applicable law and the Governing documents apply.

The cost of repair or replacement in excess of Property Insurance proceeds and reserves
is a Common Expense.

5.4. **Entire Project Damaged or Destroyed.** If the entire Project is damaged or
destroyed and not repaired or replaced, then:

(a) The Association shall use the Property Insurance proceeds attributable to
any damaged Common Area to restore the damaged area to a condition compatible with the
remainder of the Project;

(b) The Association shall distribute the insurance proceeds attributable to Lots
and common areas (if any) that are not rebuilt to:

(i) the Owners of the Lots that are not rebuilt;

(ii) the Owners of the Lots to which the Common Area that are not
rebuilt were allocated; or

(iii) the Mortgagees or lien holders of the Lots; and
(c) The Association shall distribute the remainder of the insurance proceeds to all the Owners or Mortgagees in proportion to the Common Expense liabilities of all the Lots.

5.5. **Decision Not to Rebuild a Unit.** If the Owners vote not to rebuild a Unit: (a) the Unit’s allocated interests are automatically reallocated upon the Unit Owner’s vote as if the Unit had been condemned; and (b) the Association shall prepare, execute, and submit for recording an amendment to the Declaration reflecting the reallocations described in this Section 5.4.

5.6. **Liability Insurance.** The Directors shall obtain a comprehensive policy of public liability insurance covering all of the Common Area for at least $1,000,000.00 per occurrence for personal or bodily injury and property damage that results from the operation, maintenance or use of the Common Area. Liability insurance policies obtained by the Association shall contain a “severability of interest” clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

5.7. **Fidelity Insurance.** The Association, in its discretion, may elect to obtain fidelity coverage against dishonest acts on the part of managers, directors, officers, employees, volunteers, management agents or others responsible for handling funds held and collected by the Association for the benefit of the Owners or Members. If the Association elects to procure fidelity insurance, the Association shall seek a policy which shall (a) name the Association as obligee or beneficiary, (b) be written in an amount not less than the sum of (i) three months’ operating expenses and (ii) the maximum reserves of the Association which may be on deposit at any time, and (c) contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of “employee.”

5.8. **Annual Review of Policies.** The Association shall review all insurance policies at least annually in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacements of the property which may be damaged or destroyed. The Association may, to the extent it deems necessary to more fully protect and insure the Association and its property, or to otherwise comply with evolving laws and insurance standards, modify the coverage standards set forth in this **Article 5** without the necessity of amending this Declaration.

5.9. **Changes to Community Association Act.** The insurance provisions set forth in this **Article 5** are intended to comply with and conform to the terms and conditions in Part 4 of the Community Association Act. If Part 4 of the Community Association Act is amended or modified after the date of this Declaration, the Declarant during the Declarant Control Period and the Association after the Declarant Control Period may amend this Article 5 to conform to the terms and conditions of Part 4 of the Community Association Act, as amended, by filing a recorded amendment to or restatement of this Declaration in the official records of the Salt Lake County Recorder, State of Utah.
ARTICLE 6
ARCHITECTURAL CONTROLS AND STANDARDS

6.1. **Architectural Control Committee.** There is hereby created an Architectural Control Committee (“ACC”) which shall be composed of a minimum of three (3) or more representatives appointed by the Board of Directors. If the Board of Directors does not establish or appoint the ACC the Board itself shall carry out the functions and responsibilities of the ACC. Notwithstanding the above, during the Declarant Control Period, the Declarant shall be entitled to carry out the functions and responsibilities of the ACC or may otherwise appoint all members of the ACC. The Association shall have no jurisdiction over architectural matters during the Declarant Control Period. Unless appointed by the Declarant, all members of the ACC shall be Members of the Association.

6.2. **Architectural Control Committee Approval.** The ACC’s primary responsibility is to ensure that the exteriors of all Units, including the roofs, be maintained in the same color and texture as originally established by the Declarant and that no Unit Owner or other person attach, erect, install, or place any thing on the exterior of Units or the interior of Units where the same might be visible from outside the Unit, or other buildings and structures in the Property without first obtaining ACC approval in accordance with this Article. In this regard, no structure, building, fence, wall, or thing shall be placed, erected, or installed upon any Lot or to any Unit and no improvements or other work (including exterior alterations of existing improvements, or planting or removal of landscaping) shall take place within the Property until the plans and specifications showing, without limitation, the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing by the ACC in accordance with this Article and any rules and regulations adopted by the ACC pursuant to the authority of this Article. ACC approval shall be required regardless of whether the structure, building, fence, wall, or thing to be constructed, placed, erected, or installed is new, or an addition, extension or expansion, change or alteration, or re-construction, replacement, reerection, or re-installation of any of the foregoing.

6.3. **Rules, Regulations, Guidelines, and Procedures.** The Architectural Control Committee may establish rules, regulations, guidelines, and procedures to govern the submission, review, and approval of any plans submitted to it for review. Any rules, regulations, guidelines, and procedures established by the Architectural Control Committee hereunder may be made available to any Member upon request by that Member.

6.4. **Abandonment of Architectural Plan.** Without the prior written approval or vote of at least sixty-six percent (66%) of the Entire Membership, neither the Association nor the ACC shall have the power, by act or omission, to change, waive or abandon any plan, scheme or regulations pertaining to the architectural design or the exterior appearance or maintenance of Units, and the maintenance of the Common Area, including walls, fences, driveways, lawns and plantings.

6.5. **Application to Declarant.** The Declarant shall not be required to comply with the provisions of this Article in the initial construction of the Property.
ARTICLE 7
PARTY WALLS

7.1. **General Rules of Law to Apply.** Each wall that is built as a part of the original construction upon the Project which serves and/or separates any two adjoining Units shall constitute a party wall. To the extent not inconsistent with the provisions of this Article 6, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

7.2. **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

7.3. **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, then, to the extent said destruction or damage is not covered by insurance and repaired out of the proceeds of the same, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

7.4. **Exposure to Elements.** Notwithstanding any other provision of this Article 6, an Owner who by negligent or willful actions causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements to the extent that said protection is not covered by insurance and paid for out of the proceeds of the same.

7.5. **Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article 6 shall be appurtenant to the land and shall pass to such Owner’s successors-in-title.

ARTICLE 8
MAINTENANCE

8.1. **Association’s Responsibility.** The Association shall be responsible for maintenance of the Common Area. The cost of such maintenance shall be a Common Expense. This maintenance includes but is not limited to upkeep of all landscaping, upkeep and maintenance of the playground, the detention facility, and any other buildings and facilities which constitute part of the Common Area. The Association shall not have any responsibility for upkeep and maintenance of the Project or the Units, unless expressly required by this Declaration or expressly assumed by the Association pursuant to the authority of this Declaration.

8.2. The Association shall not have any responsibility for upkeep and maintenance of the Project or the Units, unless expressly required by this Declaration or expressly assumed by the Association pursuant to the authority of this Declaration.
8.3. **Owner’s Responsibility.** Each Owner shall be responsible for maintenance of his or her Unit, in a manner consistent with all applicable provisions of the Governing Documents, unless such maintenance responsibility is otherwise assumed by or assigned to the Association by the Governing Documents. Without limiting the foregoing, each Owner shall, at such Owner’s cost and expense, maintain the Unit so as to preserve, protect and restore the appearance thereof consistent with the original design and construction of all Units. Each Unit Owner shall also be responsible, at his or her sole cost and expense, to remove snow, ice and other obstacles from any public or private walkways or sidewalks appurtenant to his or her Unit. For purposes of this Section 7.2, public sidewalks located in front of (and for end Units, to the side of) each Unit shall be deemed appurtenant to that Unit. The Association may, however, in the default of the Owner to perform maintenance with respect to an Owner’s Unit which is such Owner’s responsibility, and after ten (10) days’ written notice to such Owner (which notice shall not be required in the event of emergency or threat to life, health, property or safety), provide exterior maintenance upon the Unit for which such Owner is responsible and may charge such Owner the costs of such maintenance as a specific assessment.

8.4. **Access at Reasonable Hours.** For the sole purpose of performing the maintenance required or otherwise authorized by this Article 7, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours.

8.5. **Other Services Provided by Association.** In addition to the maintenance of the common detention center servicing the Project and the payment of all costs with respect thereto, to the extent determined to be necessary or desirable by the Association, the Association may provide additional services to the Unit Owners as a Common Expense or specific assessment, as appropriate.

8.6. **Alteration of Certain Maintenance Duties by Rule.** The duty of maintenance for the area of a Lot outside the walls of the Unit, may be altered by rule of the Association.

**ARTICLE 9**

**USE AND CONDUCT RESTRICTIONS AND REQUIREMENTS**

The following use and other restrictions shall apply to the Project. These restrictions are in addition to those established by federal, state, or local law and ordinance and those which may be set forth elsewhere in the Governing Documents.

9.1. **General Use Restrictions.** All of the Property which is subject to this Declaration is hereby restricted to residential dwellings and buildings in connection therewith. All buildings or structures erected on the Property shall be of new construction and no buildings or structures shall be removed from other locations to the Property. After the initial construction of a Unit on a Lot, no subsequent building or structure dissimilar to that initial construction shall be built on that Lot. No building or structure of a temporary character, trailer, basement, tent, camper, shack, garage, barn or other outbuilding shall be placed or used on any Lot at any time.

9.2. **Quiet Enjoyment.** No noxious or offensive activity shall be carried on upon any part of the Property nor shall anything be done thereon which may be or may become an
annoyance or nuisance to the Unit Owners, or which shall in any way interfere with the quiet enjoyment of each of the Owners or which shall in any way increase the rate of insurance.

9.3. **Parking.** No Owner shall park more than two (2) motor vehicles on each of his or her Lot or within the Project at any time. No motor vehicle which is inoperable shall be allowed within the Property (other than within the enclosed garage of a Unit), and any inoperable motor vehicle which remains parked on any Lot (other than in the enclosed garage of a Unit) over 72 hours shall be subject to removal by the Association at the vehicle owner’s expense, which expense shall be payable on demand. If the motor vehicle is owned by a Unit Owner, any amounts payable to the Association pursuant to this Section 8.4 shall be secured by the Lot, and the Association may enforce collection of said amounts in the same manner provided for in this Declaration for the collection of assessments. Recreational vehicles, boats, travel trailers and similar personal property shall only be parked within the Project as permitted by rule of the Association.

9.4. **Timeshares Prohibited.** No Unit Owner shall offer or sell any interest in his Unit under a “timesharing” or “interval ownership” plan, or any similar plan.

9.5. **Signs.** The Association shall have the right to regulate the display, use, size and location of signs within the Property. The right to regulate includes the right of prohibition. Notwithstanding the Association’s right of regulation, no signs, advertising signs, billboards, objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on the exterior of any Unit, within or upon the Common Area, or any portion of the Property. Nor shall such signs, billboards, objects of unsightly appearance, or nuisances be placed or permitted to remain within any Unit where the same are visible from the public streets or roadways. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or its agents during the Declarant Control Period or by the Association in furtherance of its powers and purposes set forth in the Governing Documents, as the same may be amended from time to time.

9.6. **Compliance with Laws.** No Unit Owner shall permit anything to be done or kept in his Unit or any part of the Property that is in violation of any applicable federal, state, or local law, ordinance, or regulation or in violation of any LIHTC Project restrictions

9.7. **No Commercial Activities.** No commercial activities of any kind whatever shall be conducted on any portion of the Property, including an in-home business as defined by local ordinances. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or its agents during the construction and sales period or by the Association in furtherance of its powers and purposes set forth in the Governing Documents, as the same may be amended from time to time or to any on-site property manager under contract to perform services for the Association.

9.8. **Smoking.** The Association is authorized to, by rule or resolution, prohibit tobacco smoking within or around the Common Areas and any other portion of the Property, including within Units or on patios of any Unit when it is reasonably determined that the smoke or the smell from the smoking might filter or drift into other Units or interfere with the use and enjoyment of the Property by other Unit Owners. In addition, the Association is authorized to
enforce and otherwise bring an action for nuisance under the provisions of Title 78, Chapter 38 of the Utah Code for and on behalf of any Unit Owner against any other Unit Owner or occupant whose smoking creates or constitutes a nuisance under said provision of the Utah Code.

9.9. **Pets and Animals.**

(a) **Restrictions.** The Association has the right to regulate and restrict, by rule of the Association, the keeping and harboring of pets and animals within the Property, including the keeping and harboring of pets and animals within the Units. This right includes the right to restrict the type, breed or species of animal, the number of animals which may be kept, the areas in which the animals may be kept or taken, and to completely eliminate the keeping and harboring of pets. Until such time as the Association adopts a policy expressly authorizing the keeping of pets and animals, the same shall not be prohibited within the Property. The Association may also establish procedural rules and regulations to implement its rules which should include provisions for notice and hearing. Commercial breeding of pets and animals is prohibited within the Property and may not be allowed or authorized by Association rule or resolution.

(b) **Owner Responsibility.** In the event the Association authorizes the keeping of pets and animals, Unit Owners must take due care to ensure that their pets and animals do not make excessive noises, cause any offensive smell, or create any physical threat to the safety of any other Unit Owner or person within the Property, or the safety of any guests, lessees, or invitees, particularly among children. Unit Owners are responsible for any property damage, injury, or disturbance that their pet may cause or inflict anywhere within the Property. To the extent the Association is subjected or otherwise exposed to any liability, claims, damages, costs, losses, or expense as a result of the actions of an animal, the Association has the right to make a claim against the Unit Owner. Unit Owners shall indemnify the Association from any claims, damages, or causes of action that arise from or otherwise relate to the conduct of their pets. This indemnification shall include any attorney fees, costs and expenses incurred by the Association.

9.10. **Hazardous Activities and Substances.** No Owner shall engage in or permit any of said Owner’s guests, visitors, tenants or invitees to engage in any activity that will cause an increase in insurance premiums for insurance coverage on the Property nor shall any Owner or any Owner’s guests, visitors, tenants or invitees engage in any activity that will cause or permit any hazardous substance or material to be stored, used or disposed of on or within the Property.

9.11. **External Apparatus.** The Association, by rule adopted by the Association, regulate, restrict or prohibit Owners from hanging, displaying, attaching or otherwise affixing any object (including without limitation awnings, canopies or shutters) on the exterior or roof of such Owner’s Unit if the same is visible from the public street in front of the Project (i.e., Merrimac Avenue) if such object detracts from the overall appearance and appeal of the Project.

9.12. **Exterior Television or Other Antennas.** To the extent not prohibited by law, no television, radio or other electronic antenna or device of any type shall be erected, constructed, affixed, placed or permitted to remain on the exterior of any Unit, on any Common Area, or the exterior of any building or structure upon the Property, or within any Unit, including the roof, where the same is visible from outside the Unit. The Association is hereby authorized to
establish and promulgate rules and regulations to govern the placement and installation of antennas covered by the Federal Communications Commission’s rules on “Over-the-Air Reception Devices,” which requires such antennas to be screened from street level view.

9.13. **Garbage Removal.** All rubbish, trash and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate thereon. Garbage shall be placed in proper containers. Garbage containers for each Unit shall be kept inside the garages of such Units until such garbage containers are ready to be placed on the street for pick up by the city.

9.14. **Pest Control.** No Unit Owner or Unit occupant shall permit any object or condition to exist within or upon the Unit which would induce, breed or harbor insects, rodents or other pests. Each Unit Owner shall perform such pest control activities within and upon his or her Unit as may be necessary to prevent insects, rodents and other pests from being present in his or her Unit.

9.15. **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property. No derrick, lift, shaft or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property.

9.16. **Interior Utilities.** All utilities, fixtures and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter boundaries of a Lot, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act or any work that will impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely affect the other Lots or Owners.

**ARTICLE 10**

**LEASES AND LEASING**

10.1. **Purpose and Intent of Lease Restrictions.** The purpose of this Article 9 is to further Declarant’s intent to protect the value and desirability of the Project as a harmonious and attractive residential community and to avoid any deterioration of the same into a transient-apartment like community.

10.2. **Notification of Board.** An Owner who enters into a lease or rental agreement must notify the Association of the same, in writing, within fifteen (15) days after execution of the lease or rental agreement and along with such notification must provide to the Association a copy of the lease or rental agreement. An Owner must comply with the foregoing notice provision for each tenant with which it enters into a lease or rental agreement and for each renewal of any existing lease or rental agreement.

10.3. **Leasing Restrictions.** Any lease or rental agreement for any Unit shall be in writing and shall clearly state that (a) the terms of such lease or rental agreement shall be subject in all respects to the provisions of this Declaration and the other Governing Documents and (b) any failure by tenant/lessee/renter to comply with the terms of such documents shall be a default under the lease. Units may be leased only in their entirety. There shall be no subleasing of Units or assignment of leases without prior written approval of the Association. To further
Declarant’s intent, as set forth above, Owners may only lease their Units to Single Families. For purposes of this Article, the term “Single Family” means an individual living alone, a group of two or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than four persons who maintain a single housekeeping unit within the Unit. Any lease or rental agreement, whether an initial agreement or any renewal thereof, shall provide for a minimum lease term of not less than six (6) months; provided, however, the Association shall have the power to allow leases for a term of less than six months upon a showing by the Owner that such a lease is required to avoid undue hardship. Furthermore, the Association is authorized to make this Article more restrictive, including without limitation requiring longer minimum lease periods and establishing rental caps on the number of Units that may be rented within the Property. In no event shall nightly rentals be allowed.

10.4. **Enforcement Against Owner.** Notwithstanding any other rights of enforcement under this Declaration and other Governing Documents, or by applicable law, the Association may impose a fine, not to exceed $250, which shall constitute a lien upon such Owner’s Lot, for each violation by Owner’s tenant/lessee/renter of this Declaration or other Governing Documents. Such fine shall be imposed after the Association has given an Owner not less than ten (10) days’ written notice of such violation, and the Owner has failed to take appropriate actions within such 10-day period to remedy the same; provided, however, the Association shall not be required to give written notice before assessing a fine if the Association has previously given the Owner written notice during the preceding 12-month period for the same or similar violations. The Association may impose an additional fine on the Owner for each day such violation continues after the 10-day notice period provided herein (unless the Association is not required to give ten (10) days’ written notice as provided herein), which additional fines shall constitute a lien upon such Owner’s Lot. The Association need not provide any additional notice prior to fining an Owner for a continuing violation. There shall be added to any such fine reasonable attorney fees and costs incurred by the Association in enforcing this Article. Any fine levied pursuant to this Article shall be recoverable by the Association in the same manner as an assessment under Article 4 and shall create a lien in favor of the Association against the Owner’s Unit in the same manner as an assessment.

10.5. **Enforcement of Lease by Association.** Any lease or rental agreement for any Unit within the Property shall include the following language, and, if such language is not expressly contained in such lease or rental agreement, the Owner leasing his Unit hereby agrees that such language shall be deemed incorporated into the lease:

```
NOTICE: Any violation of the Declaration of Covenants, Conditions and Restrictions of Wingate Village, Planned Development. (the “Declaration”) and/or any rules and regulations adopted pursuant thereto (collectively, the “Violations”), by the lessee, tenant, any occupant or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Landlord/Owner to terminate the lease without liability and to evict the lessee in accordance with Utah law. The Landlord/Owner hereby delegates and assigns to the Wingate Village Homeowners’ Association, or any management company which contracts with the Association, power and authority of enforcement against the lessee for breaches resulting from any Violations, including the power and authority to evict the lessee as attorney-in-fact on
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behalf and for the benefit of the Landlord/Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including reasonable attorney fees, court costs, and any other expenses incurred by the Association associated with the eviction shall be an assessment and lien against the Unit.

10.6. **Cumulative Nature of Remedies.** The remedies provided in this Article are cumulative and in addition to any remedies provided in this Declaration or at law or in equity.

**ARTICLE 11**

**SAFETY AND SECURITY**

Each Owner and occupant of a Unit, and their respective guests and invitees, shall be responsible for their own personal safety and security of their property within the Property. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of safety or security within the Property, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

**ARTICLE 12**

**EASEMENTS**

12.1. **Encroachments.** Each Lot and the Property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. In the event a Residence or permitted structure containing on a Lot is partially or totally destroyed and then rebuilt, the Owners of the Lots so affected agree that minor encroachments of parts of the adjacent Units or Common Area due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

12.2. **Utilities.** There is designated on the Plat an easement upon, across, over and under the Property for public utility purposes. By virtue of this easement, it shall be expressly permissible for all public utilities serving the Property to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires and other necessary equipment on the Property, provided that all such services shall be placed underground, except that said public utilities may affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under roofs and exterior walls. Notwithstanding anything to the contrary contained in this Section 11.2, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property in such a way as to unreasonably encroach upon or limit the use of the Common Area, the Common Areas or any structure thereon. In the initial exercise of easement rights under this Section 11.2, a utility shall make reasonable efforts to occupy and use the same physical location or lane as other utilities. After a utility service has initially exercised its easement rights under this Section 11.2, the utility shall make reasonable efforts to occupy and use the same physical location as its prior installations. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant or the Association shall have the right to grant such easement on said Property without conflicting with the terms hereof. Declarant reserves the right to convey to itself and to other adjoining landowners, easements for roadway and utility use in the Project and
the right to connect to and use utility easements owned or controlled by the Association or serving the Property.

12.3. **Maintenance by Association.** An easement is hereby granted to the Association, its officers, agents, employees and to any maintenance company selected by the Association to enter in or to cross over a Lot and any Limited Common Area to perform the duties of maintenance and repair authorized or permitted the Association under this Declaration or the other Governing Documents.

12.4. **Drainage and Irrigation Easements.** Declarant reserves for itself and its successors and assigns, and for the Association, and its officers, agents, employees and successors and assigns, an easement to enter on, across, over, in and under any portion of the Property for the purpose of modifying the grade of any drainage channels on the Property to improve the drainage of water. Declarant also reserves the right to use or delegate the use of any irrigation ditches existing on the Property on the date this Declaration is recorded, and Declarant reserves for itself and its successors and assigns the right to construct, access and maintain additional irrigation ditches and lines on the Property for such other purposes as Declarant may from time to time deem appropriate.

12.5. **Owners’ Easements of Enjoyment.** Every Owner has a right and easement of use and enjoyment in and to the Common Area designated by the Declarant for the exclusive use of an Owner’s Unit. This easement is appurtenant to and passes with the title to every Lot, subject to the provisions of the Governing Documents. A Unit Owner has no easement of use of the air space outside of the boundaries of his Unit or, in the case of a patio or deck, outside the confines of the patio or deck as depicted on the Plat. Therefore, subject to the Association’s right of regulation, each Unit Owner’s easement of use with respect to an appurtenant patio or deck shall not extend (i) horizontally beyond or outside of the center line of any wall or other exterior surface constituting the perimeter boundary of the patio or deck or (ii) vertically beyond the interior surface of any covered area or ceiling over the patio/deck. In the event that a patio or deck is uncovered, the Unit Owner’s easement of use of the airspace for such patio or deck shall not extend beyond the height of the interior surface of the ceiling within the Unit Owner’s Unit.

12.6. **Easement for Declarant.** The Declarant shall have a transferable easement over and on the Project and the facilities and utilities of the Project for the purpose of making improvements on the Property for the purpose of doing all things reasonably necessary and proper in connection with the development and marketing of the Project.

12.7. **Reservation of Easements by Declarant.** The Declarant hereby reserves to itself during the Declarant Control Period the right to reserve easements over, beneath and through the Property, including over the Common Area and related facilities, for the purpose of making improvements to and developing the Property, including without limitation constructing, installing, marketing and maintaining any landscaping features, entrance features, project signage, street lights, paths, trails or sidewalks or other facilities or things benefiting the Property. The Declarant reserves to itself during the Declarant Control Period the right to make any dedications and to reserve, grant, vacate or terminate any easements, rights-of-ways and licenses as may be reasonably required by any governmental authority or to carry out the intent
and design of the Declarant’s plan for development of the Property, without compensation therefor.

12.8. **Easements of Record.** The easements provided for in this *Article 11* shall in no way affect any other recorded easement.

12.9. **Limitations on Easements.** In no event shall any easement granted or reserved herein be construed to or have the effect of permitting entry into the interior portion of any Unit.

**ARTICLE 13**
**SPECIAL DEVELOPMENT RIGHTS**

13.1. **Intent and Purpose of Special Development Rights.** In addition to any other rights granted or reserved to the Declarant in this Declaration and the other Governing Documents, and notwithstanding any covenants, conditions, restrictions or other provisions of limitation within this Declaration, the Declarant, as the developer of the Property, is granted special development rights. These combinations of rights maximize the flexibility of the Declarant to adjust the size and mix of the Property to the demands of the marketplace, both before and after creation of the Project. This Declaration shall be liberally construed to advance Declarant’s rights and interest in developing the Property.

13.2. **Municipal Zoning and Subdivision Approvals.** The Declarant shall have the right to further subdivide the Property and to apply for any zoning or subdivision approvals or permits from Salt Lake City, Utah, or any other applicable governmental authority with respect to the Property or any adjacent property owned by Declarant, whether or not such adjacent property is annexed into the Project. This right includes but is not limited to applying for and obtaining zoning permits, subdivision approvals, plat approvals or approvals to amend the Plat or any plats. Further, except for any such approval that would (a) affect title to the Owner’s Unit or (b) alter the boundaries of an Owner’s Lot, each Unit Owner hereby waives his or her right to object to any such approval sought by Declarant, and, to the extent the approval and consent of any Owner is required under state or local law each Owner agrees to sign the application or other documents required for such action.

13.3. **Declarant Business, Marketing and Sales.** Notwithstanding any provisions to the contrary contained in this Declaration or any other Governing Documents, it shall be expressly permissible for Declarant, or its written designee, to maintain such facilities and conduct such activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of Units during the Declarant Control Period, and upon such portion of the Property as Declarant deems necessary, including without limitation a business office, storage areas, construction yard, signs, model units and sales offices. As part of the overall program of development of the Property into a residential community and to encourage the marketing thereof, the Declarant shall have the right of use of any Units which have not been conveyed to purchasers without charge during the Declarant Control Period to aid in its marketing activities.

13.4. **Additional Development Rights.** The Declarant shall have the right to (a) dedicate any access roads and streets serving the Property for and to public use, to grant road
easements with respect thereto and to allow such street or road to be used by owners of adjacent land; (b) convert any part or portion of the Property to a different regime of residential ownership; or (c) create or designate common areas or within the Property.

13.5. **Assignment of Declarant’s Rights.** Any and all rights and powers of the Declarant contained in this Declaration and other Governing Documents may be delegated, transferred or assigned by the Declarant, in whole or in part. To be effective, any such delegation, transfer, or assignment must be in writing, signed by Declarant, indicate the extent and nature of such assignment, and be recorded in the Office of the Salt Lake County Recorder.

**ARTICLE 14**

**AMENDMENT**

14.1. **By Class A Members.** Except as otherwise specifically provided herein, this Declaration may be amended, modified, extended, or revoked, in whole or in part, by the affirmative vote or written consent, obtained by written ballot or otherwise, or any combination thereof, of Owners representing at least sixty-six percent (66%) of the total votes in the Association. Notwithstanding the above, the percentage of votes necessary to amend a specific provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that provision.

14.2. **By Declarant.** Declarant has the right to unilaterally amend, modify, extend or revoke this Declaration for any purpose during the Declarant Control Period, with or without notice to the Class A Members. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any Lot; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans to make, purchase, insure, or guarantee mortgage loans on any Lot; (d) to satisfy the requirements of any local, state or federal governmental agency; or (e) to correct any scrivener’s error. However, any such amendment occurring after the Declarant Control Period shall not adversely affect the title to any Lot unless the Owner shall consent in writing. Declarant’s right to amend shall be construed liberally and shall include, without limitation, the right to amend and/or restate this Declaration in part or in its entirety.

14.3. **By the Association.** The Association has the right, after the Declarant Control Period, to unilaterally amend this Declaration if such amendment is necessary to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination.

14.4. **Validity.** No amendment made by the Class A Members or the Association during the Declarant Control Period shall be effective unless the Declarant provides its prior express written consent to such amendment, which consent is within Declarant’s sole and absolute discretion. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.
14.5. **Effective Date.** Unless a later effective date is specified in the amendment, any amendment shall be immediately effective upon recording in the office of the Salt Lake County Recorder a copy of such amendment accompanied by a verified certificate of the Secretary of the Association stating that the required number of votes or consents was obtained and that a record of such votes or originals of the consents will be placed on file in the Association’s office. In the case of unilateral amendment by Declarant as provided for herein, such amendment shall be immediately effective upon recording in the official records of the Salt Lake County Recorder, State of Utah, a copy of such amendment signed and verified by the Declarant.

**ARTICLE 15**

**ENFORCEMENT**

15.1. **Violations Deemed a Nuisance.** Every violation of this Declaration or any rule, regulation, or resolution established pursuant to the authority of this Declaration is deemed a nuisance and is subject to all the remedies provided for the abatement or correction of the violation provided for in this Declaration, any rule, regulation or resolution, or by law or equity.

15.2. **Legal Action Authorized.** The Association, the Declarant or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all provisions of this Declaration or any rule, regulation or resolution established pursuant to the authority of this Declaration, including all charges and liens now or hereafter imposed pursuant to the authority of this Declaration, against any person, persons or entities violating or attempting to violate any provision of this Declaration or any rule, regulation or resolution established pursuant to the authority of this Declaration, to restrain or abate or otherwise recover damages for the violation, and against the land to enforce any charge or lien created by this Declaration. In addition to taking legal action, the Declarant and the Association shall have the right to grant variances and stay enforcement proceedings against any Owner on a case-by-case basis when they determine such action is in the best interests of the Association.

15.3. **Fines and Penalties.** The Association may levy a fine or penalty against any Owner who fails to refrain from violating this Declaration or any rule or regulation established pursuant to the authority of this Declaration. Such fine or penalty shall be in an amount that is specifically provided for in a fine schedule adopted, and amended from time to time, by the Association. The Association may establish time frames and requirements for written notice, hearings, and cure periods for Owners in violation prior to levying such fine or penalty, which notice shall be at least 48 hours. Any fine or penalty levied by the Association that is not paid within 15 days (such time period shall be stayed should the Governing Documents require any period to cure or for notice and hearing) shall be recoverable by the Association in the same manner as an assessment under Article 4, and shall create a lien in favor of the Association against the Owner’s Unit in the same manner as an assessment.

15.4. **Attorney Fees and Costs.** Any fine or penalty levied against an Owner for any violation shall include any attorney fees and costs incurred by the Association with respect to such violation. The prevailing party in any action to enforce this Declaration or any rule or regulation established pursuant to the authority of this Declaration shall be entitled to an award of reasonable attorney fees and costs incurred in such action.
15.5. **Nonexclusive Remedies.** All the remedies set forth in this Declaration are cumulative and not exclusive to any others provided elsewhere in the Governing Documents, the Community Association Act, or by other applicable laws and ordinances.

15.6. **Non-Liability.** The Association, officers, or Members of the Association shall not be liable to any Unit Owner, lessee, tenant, member or other individual for a mistake in judgment, or for any negligence or non-feasance arising in connection with the performance or non-performance of duties under the Governing Documents or the Community Association Act.

15.7. **Arbitration; Mediation.** The Association may, by rule or resolution, establish procedures for mandatory mediation or arbitration to settle disputes between and among the Association and Unit Owners. Any such rule or resolution shall operate prospectively only.

**ARTICLE 16**  
**GENERAL PROVISIONS**

16.1. **Implied Rights; Board Authority.** The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Association without a vote of the membership except where applicable law or the Governing Documents specifically require a vote of the membership.

16.2. **Disclaimer of Liability.** The Association shall not be liable for any failure of services to be obtained by the Association or paid for as a Common Expense, or for personal injury or property damage caused by the elements, any Unit Owner, or any other person resulting from electricity, water, snow or ice which may leak or flow from or over any of the Property or from any pipe, drain, conduit, appliance or equipment, or any secondary or consequential damages of any type. No diminution, offset or abatement of any assessment shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Property by the Association or from any action taken by the Association to comply with any law, ordinance, or with the order or directive of any governmental authority.

16.3. **Dates and Times.** In computing any period of time prescribed or allowed by the Governing Documents, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a state or federal holiday, in which event the period runs until the end of the next day that is not a Saturday, a Sunday or a state or federal holiday. The deadline of the last day of the period so computed shall be 5:00 P.M., Mountain Time.

16.4. **Interpretive Conflicts.** In the event of any conflict between the provisions of any of the Governing Documents, the documents shall control in the following order of authority: (1) the Declaration; (2) the Articles; (3) the Bylaws; and (4) any rule, regulation, or resolution passed pursuant to the authority of the foregoing documents.

16.5. **Severability.** All of the terms and provisions of this Declaration shall be construed together, but if any one of said terms and provisions, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other terms and provisions, or
any part thereof, shall be thereby affected or impaired; and the Declarant, Association and Owners, their successors, heirs and assigns shall be bound by each term and provision of this Declaration, irrespective of the invalidity or enforceability of any other term or provision.

16.6. **Duration.** The covenants, conditions, restrictions and easements of this Declaration shall run with and bind the Property, and shall inure to the benefit of, and be enforceable by, the Association, the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless terminated by sixty-six percent (66%) of the Owners and the recordation of a notice of termination in the official records of the Salt Lake County Recorder, State of Utah.

16.7. **Notices.** Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the U.S. Mail, postage prepaid, to the last known address of the person who is entitled to receive it. The Association may, by resolution, adopt a policy for notification via electronic communication or transmission (such as e-mail) to Unit Owners in lieu of notice by mail. In addition, the Association may require that Unit Owners maintain a current e-mail address with the Association for such purpose. The Association may, from time to time, adopt other methods for giving any notice to Owners for purposes of this Declaration or the other governing documents, provided such methods are fair and reasonable and otherwise comply with the Community Association Act.

16.8. **Gender and Grammar.** The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

16.9. **Waivers.** No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

16.10. **Topical Headings.** The topical headings contained in any article, section, or subsection of this Declaration are for convenience only and do not define, limit, or construe the contents of this Declaration or any provision hereof.

[Signatures on following page.]
IN WITNESS WHEREOF, the undersigned, as the Declarant herein, has hereunto set its hand this ____ day of _____________, 2017.

WINGATE VILLAGE DEVELOPMENT, LLC
a Utah limited liability company

_________________________________
By: __________________________________
Its: __________________________________

SIGNATURE WITNESSING

STATE OF UTAH )
) ss
COUNTY OF GRAND )

On this ___ day of ____________, in the year ______, before me, _____________________, personally appeared ________________________, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document in my presence.

____________________________________
Notary Public
EXHIBIT A

BYLAWS OF THE ASSOCIATION

[See attached.]
EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

SERIAL NUMBER

The following real property is located in Grand County, Utah:
SSMH B-1 (48" Ø)  
S. STA. 0+00.00  
RIM=4572.71

SSMH B-2 (48" Ø)  
S. STA. 1+84.38  
RIM=4563.02

SSMH B-3 (48" Ø)  
S. STA. 3+76.95  
RIM=4565.98

SSMH C-5 (48" Ø)  
S. STA. 1+84.38  
RIM=4564.39

180 LF 8"Ø  
189 LF 8"Ø  
53 LF 8"Ø
CONSTRUCTION REQUIREMENTS:

1. INSTALL 2' RDG RINGS WITH MECHANICAL REINFORCEMENT & THRUHT SEALANT.
2. INSTALL 4' RDG RINGS WITH MECHANICAL REINFORCEMENT & THRUHT SEALANT.
3. INSTALL 4' RDG RINGS WITH MECHANICAL REINFORCEMENT & THRUHT SEALANT.
4. INSTALL 4' RDG RINGS WITH MECHANICAL REINFORCEMENT & THRUHT SEALANT.
5. INSTALL 4' RDG RINGS WITH MECHANICAL REINFORCEMENT & THRUHT SEALANT.
6. INSTALL 4' RDG RINGS WITH MECHANICAL REINFORCEMENT & THRUHT SEALANT.

WATER ALIGNMENT POINT TABLE

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WATER PLAN & PROFILE
### WATER ALIGNMENT POINT TABLE

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GRAND COUNTY, UTAH
WINGATE VILLAGE
IMPROVEMENT PLANS
2019-03-28
FOR FINAL REVIEW
# Cost Estimate

Wingate Affordable Housing, Moab, UT  
Re: Civil Planset 28 March 2019

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<td>Pavement Striping</td>
<td>LS</td>
<td>$500.00</td>
<td>1</td>
<td>$500</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td>$323,125</td>
</tr>
<tr>
<td><strong>Drainage Items</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rock Landscape Retaining Wall at Pond</td>
<td>FF</td>
<td>$40.00</td>
<td>300</td>
<td>$12,000</td>
</tr>
<tr>
<td>Tie in to Existing Structure</td>
<td>EA</td>
<td>$3,000.00</td>
<td>1</td>
<td>$3,000</td>
</tr>
<tr>
<td>48” Standard Manhole</td>
<td>EA</td>
<td>$2,500.00</td>
<td>2</td>
<td>$5,000</td>
</tr>
<tr>
<td>60” Manhole</td>
<td>EA</td>
<td>$4,000.00</td>
<td>2</td>
<td>$8,000</td>
</tr>
<tr>
<td>Pond Outlet Structure with Inlet Transition</td>
<td>EA</td>
<td>$7,000.00</td>
<td>1</td>
<td>$7,000</td>
</tr>
<tr>
<td>Curb Inlet</td>
<td>EA</td>
<td>$3,000.00</td>
<td>6</td>
<td>$18,000</td>
</tr>
<tr>
<td>18” ADS N12 Stormdrain Pipe Incl. trenching, backfill, and fes</td>
<td>LF</td>
<td>$40.00</td>
<td>485</td>
<td>$19,400</td>
</tr>
<tr>
<td>24” ADS N12 Stormpipe, complete</td>
<td>LF</td>
<td>$60.00</td>
<td>775</td>
<td>$46,500</td>
</tr>
<tr>
<td>Rock Riprap</td>
<td>CY</td>
<td>$35.00</td>
<td>10</td>
<td>$350</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td>$119,250</td>
</tr>
<tr>
<td><strong>Sewer Items</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8” C900 DR18 Waterline Pipe Incl. trenching, backfill, compaction,</td>
<td>LF</td>
<td>$50.00</td>
<td>1222</td>
<td>$61,100</td>
</tr>
<tr>
<td>restraints, fittings, cip.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tie in to Existing Main</td>
<td>EA</td>
<td>$2,200.00</td>
<td>2</td>
<td>$4,400</td>
</tr>
<tr>
<td>8” Gate Valve</td>
<td>EA</td>
<td>$1,750.00</td>
<td>6</td>
<td>$10,500</td>
</tr>
<tr>
<td>Water Service Tap and meter pit, Incl. trenching, backfill, compaction,</td>
<td>EA</td>
<td>$600.00</td>
<td>33</td>
<td>$19,800</td>
</tr>
<tr>
<td>restraints, fittings, cip.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Hydrant Assembly, complete from main with tee, valve, thrust block.</td>
<td>EA</td>
<td>$3,500.00</td>
<td>2</td>
<td>$7,000</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td>$102,800</td>
</tr>
<tr>
<td><strong>Sewer Items</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tie in to Existing Main</td>
<td>EA</td>
<td>$2,000.00</td>
<td>2</td>
<td>$4,000</td>
</tr>
<tr>
<td>8” SDR 35 PVC Sewer Main</td>
<td>LF</td>
<td>$35.00</td>
<td>2255</td>
<td>$78,925</td>
</tr>
<tr>
<td>48” Standard Manhole</td>
<td>EA</td>
<td>$3,500.00</td>
<td>12</td>
<td>$42,000</td>
</tr>
<tr>
<td>4” SDR35 PVC Sewer Service Complete, Inc. Saddle and Necessary Fittings</td>
<td>EA</td>
<td>$750.00</td>
<td>33</td>
<td>$24,750</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td>$149,675</td>
</tr>
<tr>
<td><strong>Miscellaneous Items</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contingency</td>
<td>%</td>
<td>25%</td>
<td></td>
<td>$182,793.75</td>
</tr>
<tr>
<td><strong>TOTAL ENGINEER'S ESTIMATE =</strong></td>
<td></td>
<td></td>
<td></td>
<td>$731,175</td>
</tr>
</tbody>
</table>

5:15 PM 4/10/2019  
1 of 1
Title: Public Hearing to solicit public input on proposed amendments to the 2019 Consolidated Fee Schedule Ordinance regarding fee waivers for 1.) Governmental entities; 2.) Development activity attributable to affordable housing; or 3.) Other development activity with a broad public purpose

Fiscal Impact: N/A

Presenter(s): Kaitlin Myers, Community & Economic Development Specialist

Stated Motion: I move to approve an amendment to the 2019 Consolidated Fee Schedule Ordinance to allow for fee waiver exceptions supporting affordable housing and other development activities with a broad public purpose and authorize the Chair to sign all associated documents.

Planning Commission Recommendation: N/A

Staff Recommendation: Staff supports this amendment. Fast-tracking land use applications and waiving fees for affordable housing developments are two common affordable housing tools used by public entities across the country. Especially because Grand County does not have the funding to provide housing resources directly to residents, staff believes fast-tracking applications and waiving or deferring fees associated with affordable housing developments will provide critical public support to projects that need it. Fee waivers or deferrals increase a developer’s overall return on investment, therefore allowing them to sell or rent a unit at a lower price and passing the savings onto the resident.

Aside from the engineering review, the in-house staff review will not affect the County’s bottom line. Though staff time and resources will go toward a project review without a development reimbursing the County, the County’s costs are already built into the budget with or without this project in the docket.

Amending this ordinance will allow the Council the discretion and ability to make a relatively small, indirect public investment that can make a significant impact on a project’s bottom line.

Background: On March 7, 2019, the Moab Area Community Land Trust (MACLT) requested the Council to waive the development review fees and the impact fees associated with the proposed Arroyo Crossing development. Staff supported the request but first recommended the Council update its adopted 2019 Consolidated Fee Schedule Ordinance to allow fee waivers for non-governmental agencies with projects that will serve a broad public purpose, including projects like the proposed Arroyo Crossing development.
In Utah State Code §17-27a-403, Planning Commissions are encouraged to prepare a General Plan that includes a variety of techniques to “provide a realistic opportunity for the development of moderate income housing within the planning horizon, which... may include a recommendation to... consider county general fund subsidies to waive construction-related fees that are otherwise generally imposed by the county.” The County’s Housing Plan was adopted into the General Plan in 2017, and lists implementing “guidelines for fee waivers and deferrals (e.g. impact fees, development review fees, building permit fees, and others” as a key action item to reduce development costs.

Additionally, State Code allows local political subdivisions the ability to exempt impact fees associated with “development attributable to low-income housing, the state, a school district, a charter school, or other development activity with a broad public purpose.”

Though impact fees are inherently different from the development review fees outlined in the 2019 Consolidated Fee Schedule Ordinance, these Code references demonstrate statewide support for elected officials to grant direct or indirect public dollars toward affordable housing development, as appropriate.

**ATTACHMENT(S):**
1. Redlined Edits to the 2019 Consolidated Fee Schedule
ORDINANCE NO. _____

AN ORDINANCE OF THE GOVERNING BODY OF GRAND COUNTY
AMENDING THE GRAND COUNTY CONSOLIDATED FEE SCHEDULE

WHEREAS, the Utah Code Section 17-53-211 requires the County Council to adopt an ordinance establishing fees for services;

NOW, THEREFORE, be it ordained that the Grand County Council finds that it is in the public interest to reaffirm or amend all fees and charges previously enacted by the Grand County Council;

3.06.010 Applicability of Ordinance
3.06.020 Common Fees for all County Offices.
3.06.030 Fees of the Assessor’s Office.
3.06.040 Fees of the Attorney’s Office.
3.06.050 Fees of the Community and Economic Development Department.
3.06.060 Fees of the Building Department.
3.06.070 Fees of the Civic/Grand Center.
3.06.080 Fees of the Clerk/Auditor’s Office.
3.06.100 Fees of the Public Library.
3.06.110 Fees of the Old Spanish Trail Arena Recreation Complex.
3.06.120 Fees of the Recorder’s Office.
3.06.130 Fees of the Road Department.
3.06.140 Fees of the Sand Flats Recreation Area.
3.06.150 Fees of the Sheriff’s Office.
3.06.160 Fees of the Surveyor’s Office.
3.06.170 Fees of Star Hall.
3.06.180 Fees of the Moab Area Travel Council.
3.06.190 Fees of the Treasurer’s Office.
3.06.200 Fees of the Weed Department.
3.06.210 Fees of the Canyonlands Field.
3.06.220 Fees of the Haz-Mat Response Task Force.
3.06.320 Waiving Fees.
3.06.330 Return of Fees.
3.06.340 Common Procedures for Collecting Additional Fees.
3.06.350 Fees of Trail Mix Committee.

3.06.010 Applicability of Ordinance.

A. The Grand County Council reaffirms, amends, enacts new fees herein contained in this ordinance, and adopts provisions for the collection of fees. This ordinance does not repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other resolution, ordinances, or laws except to effect modification of the fees reflected below. The fees listed in this ordinance supersede present fees for services specified, but all fees not listed remain in effect. Where this Ordinance imposes a higher fee than is imposed or required by existing provisions, resolution, ordinance, or law, the provisions of this Ordinance shall control.
3.06.020 Common Fees for all County Offices.

A. The following fees and charges are approved and shall be assessed by all County offices unless otherwise specifically noted with their respective sections:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Postage</td>
<td>Actual cost to County</td>
</tr>
<tr>
<td>Other costs allowed by law</td>
<td>Actual cost to County</td>
</tr>
<tr>
<td>Dishonored/Returned Check</td>
<td>$25.00</td>
</tr>
<tr>
<td>Copies/Print- Black and White</td>
<td></td>
</tr>
<tr>
<td>Paper Size: 8 ½ x 11</td>
<td>$0.10/single sided page</td>
</tr>
<tr>
<td>Paper Size: 8 ½ x 11</td>
<td>$0.15/double sided page</td>
</tr>
<tr>
<td>Paper Size: 8 ½ x 14</td>
<td>$0.15/printed page</td>
</tr>
<tr>
<td>Paper Size: 11 x 17</td>
<td>$0.20/printed page</td>
</tr>
<tr>
<td>Copies/Print- Color</td>
<td></td>
</tr>
<tr>
<td>Paper Size: 8 ½ x 11</td>
<td>$1.00/printed page</td>
</tr>
<tr>
<td>Paper Size: 8 ½ x 14</td>
<td>$1.50/printed page</td>
</tr>
<tr>
<td>Paper Size: 11 x 17</td>
<td>$2.00/printed page</td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>Send</td>
<td>$1.50 first page/$0.50 each additional</td>
</tr>
<tr>
<td>Receive</td>
<td>$0.25</td>
</tr>
<tr>
<td>Maps</td>
<td></td>
</tr>
<tr>
<td>Standard maps</td>
<td>$15.00</td>
</tr>
<tr>
<td>Special order maps plus mapping costs</td>
<td>$5.00 per linear foot</td>
</tr>
<tr>
<td>Mapping costs</td>
<td>$50.00 per hour</td>
</tr>
<tr>
<td>Data</td>
<td></td>
</tr>
<tr>
<td>Digital contours 2 feet interval (Spanish Valley)</td>
<td>$8.00 per acre</td>
</tr>
<tr>
<td>Data CDROM</td>
<td>$3.00</td>
</tr>
</tbody>
</table>

3.06.030 Fees of the Assessor’s Office.

A. The following fees and charges are approved and shall be assessed and collected by the Assessor’s Office:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partial list—per page</td>
<td>$2.00</td>
</tr>
<tr>
<td>Parcel information—each</td>
<td>$0.25</td>
</tr>
<tr>
<td>Administrative fee for late Board of Equalization changes</td>
<td>$50.00</td>
</tr>
<tr>
<td>Other</td>
<td>as determined by department</td>
</tr>
</tbody>
</table>

3.06.040 Fees of the Attorney’s Office.

A. The following fees and charges are approved and shall be assessed and collected by the Attorney’s Office: None

3.06.050 Fees of the Community and Economic Development Department.
A. The following fees and charges are approved and shall be assessed and collected by the Community and Economic Development Department for review of development applications:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copies of: General Plan, Trail Plan, Construction Standards, or Land Use Code</td>
<td>$20.00</td>
</tr>
<tr>
<td>Zoning Map or Text Amendments to the General Plan or Land Use Code</td>
<td>$400.00</td>
</tr>
<tr>
<td>Lot Line Adjustment</td>
<td>$150.00</td>
</tr>
<tr>
<td>Rezone</td>
<td>$500.00</td>
</tr>
<tr>
<td>Sketch Plan</td>
<td>$550.00</td>
</tr>
<tr>
<td>Preliminary Plat and Preliminary Plat Resubmittal</td>
<td>$550.00 plus $125.00 per lot for each lot in excess of (5) lots $100.00</td>
</tr>
<tr>
<td>Preliminary Plat Extension</td>
<td></td>
</tr>
<tr>
<td>Final Plat and Final Plat Re-submittal</td>
<td>$650.00 plus $125.00 per lot for each lot in excess of (5) lots</td>
</tr>
<tr>
<td>Minor Record Survey</td>
<td>$550.00</td>
</tr>
<tr>
<td>Re-plat and Exemption Plat</td>
<td>$350.00</td>
</tr>
<tr>
<td>Revised Construction Plans</td>
<td>$600.00</td>
</tr>
<tr>
<td>Conditional Use Permits- New and Amended</td>
<td>$550.00</td>
</tr>
<tr>
<td>Bed &amp; Breakfast Permit</td>
<td>$350.00</td>
</tr>
<tr>
<td>Overnight Accommodations Permit</td>
<td>$350.00</td>
</tr>
<tr>
<td>Appeals</td>
<td>$750.00</td>
</tr>
<tr>
<td>Variance</td>
<td>$500.00</td>
</tr>
<tr>
<td>Sign Permit</td>
<td>$75.00</td>
</tr>
<tr>
<td>Temporary Use Permit</td>
<td>$75.00</td>
</tr>
<tr>
<td>Site Plan</td>
<td>$350.00</td>
</tr>
<tr>
<td>Infrastructure Inspection &amp; Release of Claims</td>
<td>.01% up to 1% of Engineer’s Estimate of Project Cost²</td>
</tr>
<tr>
<td>Zoning Development Permit</td>
<td>None</td>
</tr>
<tr>
<td>Engineering Review – Any application requiring engineering review will be assessed an initial fee plus extraordinary costs, if applicable</td>
<td>$500 + extraordinary costs (if applicable)</td>
</tr>
<tr>
<td>Zoning Development Permit- when not accompanied with another Community Development application or building permit application</td>
<td>$150.00</td>
</tr>
<tr>
<td>Production Water Monitoring Fees</td>
<td>$0.10 per 42 gallons for produced water delivered to the facility</td>
</tr>
</tbody>
</table>
LAND USE VIOLATION
(Land Use and County Codes References) | FEE
---|---
Code Enforcement, general (Sec. 1.8 and 1.9) | N/A
Storage of Junk and Debris (Sec. 6.12.10; definitions Art. 10) (County Code Title 8) | $100.00 per day in violation upon conviction
Recreation Vehicle as a living space (Sec. Sec. 9.19; definition Art. 10) | $200.00 per day in violation upon conviction
Bed and Breakfast violation (Sec. 3.2.3D) | $500.00 per day in violation upon conviction
Short-Term/Overnight Rental violation (Sec. 3.2.3M) | $500.00 per day in violation upon conviction
Agricultural violations (excess animals, accumulation of animal waste, and animal shed setbacks) (Sec. 3.2.5) | $100.00 per day in violation upon conviction
Home occupation violation (Sec. 3.3.2G) | $100.00 per day in violation upon conviction
Conducting overnight rental business without a business license (County Code Title 5) | $200.00 per day in violation upon conviction
Minimum set-back violation (Art. 5) | $100.00 per day in violation upon conviction
Industrial Waste Management (Sec. 3.2.4) | $1,000.00 per day in violation upon conviction
Unsafe conditions (unprotected storage of hazardous or flammable materials) (Sec. 3.2.4) | $500.00 per day in violation upon conviction
Other | Determined by Planning and Zoning Administrator in consultation with the County Attorney.

Section 1.8 Enforcement – a person served with notice of a violation under Article I, Section 1.8 Enforcement has the right to request a code enforcement hearing. Any such request must be filed within ten calendar days from the date of service of the notice.

1) the request for hearing shall be made in writing and filed with the Community and Economic Development Department;
2) the request shall contain the case number, the address of the violation, and the signature of the responsible party;
3) as soon as practicable after receiving the written notice of the request for hearing, the Community and Economic Development Department shall schedule a date, time, and place for the hearing;
4) written notice of the date, time, and place of the hearing shall be served on the responsible person as soon as practicable prior to the date of the hearing, in the manner provided for service of the initial notice under this Article.

Failure to request a hearing (or to attend a hearing scheduled) shall constitute a waiver of the right to a hearing and a waiver of the right to challenge the violation.
### Grading Permit Fees

<table>
<thead>
<tr>
<th>Grading Permit</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>101 – 1,000 Yd³</td>
<td>$65.00 for first 100 Yd³, plus $30.74 each additional 100 Yd³ or fraction thereof</td>
</tr>
<tr>
<td>1001 – 10,000 Yd³</td>
<td>$341.69 for first 1,000 Yd³, plus $25.47 each additional 1,000 Yd³ or fraction thereof</td>
</tr>
<tr>
<td>10,001 – 100,000 Yd³</td>
<td>$570.95 for first 10,000 Yd³, plus $115.95 each 10,000 additional Yd³ or fraction thereof</td>
</tr>
<tr>
<td>100,001 and over Yd³</td>
<td>$1,614.46.00 for first 100,000 Yd³, plus $64.12 each additional 10,000 Yd³ or fraction thereof</td>
</tr>
</tbody>
</table>

1 For grading permits of 5,000 yd³ or more, engineering review is required and peer review costs will be applied.

### 3.06.060 Fees of the Building Department.

A. The following fees and charges are approved and shall be assessed and collected by the Building Department for Building Permits:

<table>
<thead>
<tr>
<th>Total Valuations¹</th>
<th>Fees²</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1.00 to $500.00</td>
<td>$65.00</td>
</tr>
<tr>
<td>$501.00 to $2,000.00</td>
<td>$65.00 for the first $500.00 plus $3.66 for each additional $100.00, or fraction thereof, to and including $2,000.00</td>
</tr>
<tr>
<td>$2,001.00 to $25,000.00</td>
<td>$119.90 for the first $2,000.00 plus $16.80 for each additional $1,000.00, or fraction thereof, to and including $25,000.00</td>
</tr>
<tr>
<td>$25,001.00 to $50,000.00</td>
<td>$506.30 for the first $25,000.00 plus $12.12 for each additional $1,000.00, or fraction thereof, to and including $50,000.00</td>
</tr>
<tr>
<td>$50,001.00 to $100,000.00</td>
<td>$809.30 for the first $50,000.00 plus $8.40 for each additional $1,000.00, or fraction thereof, to and including $100,000.00</td>
</tr>
<tr>
<td>$100,001.00 to $500,000.00</td>
<td>$1,229.30 for the first $100,000.00 plus $6.72 for each additional $1,000.00, or fraction thereof, to and including $500,000.00</td>
</tr>
<tr>
<td>$500,001.00 to $1,000,000.00</td>
<td>$3,917.30 for the first $500,000.00 plus $6.72 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.00</td>
</tr>
<tr>
<td>$1,000,001.00 and up</td>
<td>$7,277.30 for the first $1,000,000.00 plus $6.72 for each additional $1,000.00, or fraction thereof</td>
</tr>
</tbody>
</table>

1 Note: Square foot construction costs are established using the International Code Council’s Building Valuation Data which is updated at six-month intervals (February and August).

2 Note: Refunds for permits issued will be limited to 80 percent of the permit costs, not later than 90 days after the date of fee payment. Plan review deposit fees are non-refundable.

B. The following fees and charges are approved and shall be assessed and collected by the Building Department for building inspections:
<table>
<thead>
<tr>
<th>Inspections</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Inspections for which no fee is specifically indicated</td>
<td>$65.00 per hour</td>
</tr>
<tr>
<td>(minimum charge – one hour)</td>
<td></td>
</tr>
<tr>
<td>Inspections outside of normal business hours (minimum charge—two hours)</td>
<td>$65.00 per hour¹</td>
</tr>
<tr>
<td>Re-inspection fees assessed under provisions of Section 305.8 due prior to</td>
<td>$65.00 per hour¹</td>
</tr>
<tr>
<td>the re-inspection</td>
<td></td>
</tr>
</tbody>
</table>

**Residential Plan Review**

| Non-refundable residential plan review deposit for new construction only   | $130.00 per permit                                             |
| Residential plan review and additional plan review required due to         | $65.00 per hour¹                                               |
| changes, corrections, additions, and/or revisions to plans (minimum       |                                                                 |
| charge— one hour)                                                         |                                                                 |

**Commercial Plan Review**

| Non-refundable commercial plan deposit for initial plan review only for    | 10% building fee, $260.00 min.                                  |
| new construction, tenant finish, and/or major remodel                     |                                                                 |
| Commercial plan review and additional plan review(s) required due to       | $65.00 per hour                                                 |
| changes, corrections, additions, and/or revisions to plans (minimum       |                                                                 |
| charge – one hour)                                                       |                                                                 |
| **Deferred Submittal** for portion of plan; prior approval by the Building | $130.00 per submittal                                           |
| Official required.                                                        |                                                                 |

**Outside Consultants** for plan checking and inspections Actual costs¹

**Specific projects (fee does not include plan review; see above)**

| Demo permits                                                              | $15.00 per permit                                             |
| Move mobile home or manufactured home into park                          | $195.00 per unit                                              |
| Manufactured home, on private property, not into park                     | $260.00 per unit                                              |
| Modular home                                                              | $455.00 per unit                                              |
| Garage up to 600 square feet                                              | $195.00 per permit                                             |
| Solar roof mount                                                          | $130.00 per permit                                             |
| Solar ground mount                                                        | $195.00 per permit                                             |
| Residential swimming pool                                                 | $260.00 per permit                                             |
| Mechanical, electrical, and/or plumbing separate permits                  | $65.00 per inspection                                          |
| RV park infrastructure                                                    | $195.00 per five sites                                        |

**Floodplain Development Permits**

| Floodplain development permit application                                | $130.00 per permit                                             |

**Work Done without Permit**

| Investigation fee                                                        | 200% permit fee                                               |

¹ Note: Actual costs include 10% administrative and overhead costs.
3.06.070  Fees of the Civic/Grand Center.

A. The following fees and charges are approved and shall be assessed and collected by the Civic/Grand Center for private events:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security Deposit(^1)</td>
<td>$500.00</td>
</tr>
<tr>
<td>Large Dining Hall(^2)</td>
<td></td>
</tr>
<tr>
<td>8 hours</td>
<td>$500.00</td>
</tr>
<tr>
<td>Rate per hour</td>
<td>$65.00</td>
</tr>
<tr>
<td>Large Dining Hall plus Conference Rooms</td>
<td></td>
</tr>
<tr>
<td>8 hours</td>
<td>$750.00</td>
</tr>
<tr>
<td>Conference Room(^3)</td>
<td>$25.00/hour</td>
</tr>
<tr>
<td>Room 3</td>
<td></td>
</tr>
<tr>
<td>8 hours</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

\(^1\) Note: Cost of damage will be levied against the deposit posted with the County. Security deposits will be forfeited when notice of cancellation is less than 24 hours.

\(^2\) Note: Includes use of small kitchen. Fees do not include food.

\(^3\) Note: Four-hour minimum when renting the Commercial Kitchen.

B. The following fees and charges are approved and shall be assessed and collected by the Civic/Grand Center non-profit events:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nonprofits (documentation of 501 (c)3 and/or Utah State Commercial Code approved Non Profit Associations, Including Fund Raisers is required)</td>
<td></td>
</tr>
<tr>
<td>Security Deposit(^1)</td>
<td>$500.00</td>
</tr>
<tr>
<td>Large Dining Hall(^2)</td>
<td></td>
</tr>
<tr>
<td>8 hours</td>
<td>$250.00</td>
</tr>
<tr>
<td>Rate per hour</td>
<td>$35.00/hour</td>
</tr>
<tr>
<td>Large Dining Hall plus Conference Room</td>
<td></td>
</tr>
<tr>
<td>8 hours</td>
<td>$375.00</td>
</tr>
<tr>
<td>Conference Room</td>
<td>$12.50</td>
</tr>
<tr>
<td>Room 3</td>
<td></td>
</tr>
<tr>
<td>8 hours</td>
<td>$150.00</td>
</tr>
<tr>
<td>Rate per hour</td>
<td>$20.00</td>
</tr>
<tr>
<td>Commercial Kitchen with Staff Supervision(^3)</td>
<td></td>
</tr>
<tr>
<td>4 hours</td>
<td>$140.00</td>
</tr>
<tr>
<td>8 hours</td>
<td>$280.00</td>
</tr>
</tbody>
</table>

\(^1\) Note: Cost of damage will be levied against the deposit posted with the County. Security deposits will be forfeited when notice of cancellation is less than 24 hours.

\(^2\) Note: Includes use of small kitchen. Fees do not include food.
3 Note: Four-hour minimum when renting the Commercial Kitchen.
4 Note: Dining Hall will not be rented hourly on weekends. This includes room 3.
### 3.06.080 Fees of the Clerk/Auditor’s Office.

**A.** The following fees and charges are approved and shall be assessed and collected by the Clerk/Auditor’s Office:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marriage license and one certified copy</td>
<td>$30.00</td>
</tr>
<tr>
<td>Marriage license copy (certified)</td>
<td>$6.00</td>
</tr>
<tr>
<td>Marriage license copy (not certified)</td>
<td>$2.00</td>
</tr>
<tr>
<td>Precinct map copy</td>
<td>$0.50</td>
</tr>
<tr>
<td>CD</td>
<td>$10.00 per CD</td>
</tr>
<tr>
<td><strong>Voter information:</strong></td>
<td></td>
</tr>
<tr>
<td>Setup fee (in addition to other charges)</td>
<td>$20.00</td>
</tr>
<tr>
<td>Printouts</td>
<td>$0.01 per name</td>
</tr>
<tr>
<td>Electronic file</td>
<td>$0.005 per name</td>
</tr>
<tr>
<td>Diskettes</td>
<td>$2.00 per disk</td>
</tr>
<tr>
<td>Labels</td>
<td>$0.02 per name</td>
</tr>
<tr>
<td>Certifications</td>
<td>$2.00</td>
</tr>
<tr>
<td><strong>Licenses</strong></td>
<td></td>
</tr>
<tr>
<td>Business licenses</td>
<td>$100.00 annual/pro-rated</td>
</tr>
<tr>
<td>Temporary Business License</td>
<td>$10.00</td>
</tr>
<tr>
<td><strong>Beer licenses</strong></td>
<td></td>
</tr>
<tr>
<td>Temporary 30-day</td>
<td>$25.00</td>
</tr>
<tr>
<td>Off-premise beer retailer</td>
<td>$100.00</td>
</tr>
<tr>
<td>Cabaret license</td>
<td>$65.00</td>
</tr>
<tr>
<td>Special Event License</td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>Tax Exempt Bonds Application Fee</strong></td>
<td>$2,000.00 plus all costs associated with processing application (bond counsel, attorneys, and financial advisors)</td>
</tr>
</tbody>
</table>

### 3.06.100 Fees of the Public Library.

**A.** The following fees and charges are approved and shall be assessed and collected by the Public Library:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library cards</td>
<td></td>
</tr>
<tr>
<td>Quarterly fee for non-resident adult</td>
<td>$15.00</td>
</tr>
<tr>
<td>Annual fee for non-resident adult</td>
<td>$60.00</td>
</tr>
<tr>
<td>Replacement Cards</td>
<td>$1.00</td>
</tr>
<tr>
<td>Lost or damaged library materials</td>
<td>Replacement cost</td>
</tr>
<tr>
<td>Blank compact discs</td>
<td>$1.00</td>
</tr>
</tbody>
</table>
Ear buds $2.00
Batteries $1.00
Envelope (letter size) $0.25
Manila envelope $0.50
USB Flashdrives Actual cost

3.06.110 Fees of the Old Spanish Trail Arena Recreation Complex.

A. The following fees and charges are approved and shall be assessed and collected by the Old Spanish Trail Arena Recreation Complex (OSTARC):

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary charges and notes</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Booking fee</strong> for this facility is Non-Refundable and is used to secure an event, add dates to calendar, and draw up contracts. Fee may be used for multiple events booked at the same time for that year.</td>
<td>$50.00</td>
<td>Per Booking</td>
</tr>
<tr>
<td><strong>Security / Cleaning Deposit</strong> (required at least 8 weeks prior to an event). Additional fees (Special Event Permit, etc) may apply to large events. Lower fees may apply for repeat users with a good track record. Fees are adjusted due to size of event &amp; whether alcohol is available, the security deposit will be determined according to OSTARC policy.</td>
<td>$100.00-$2500.00</td>
<td>Per Event</td>
</tr>
<tr>
<td>Local Children Only Events with parent support – Non-profit with no added work - Security / Cleaning Deposit required</td>
<td>No Fee for facility hire</td>
<td></td>
</tr>
<tr>
<td><strong>Discount for Senior Citizen and Veteran Events</strong> – with no added work – Security / Cleaning Deposit required</td>
<td>50%</td>
<td>Off base fees</td>
</tr>
<tr>
<td><strong>Open Riding</strong> on full facility for residents/renters when available. <strong>Not to be used to promote personal business</strong></td>
<td>No Charge</td>
<td></td>
</tr>
<tr>
<td><strong>Government Agency Use</strong> –Lighting charges may apply</td>
<td>No Charge</td>
<td></td>
</tr>
<tr>
<td>Events 5 hours or less may be priced per hour unless it precludes another full day event from using the arena</td>
<td>$30</td>
<td></td>
</tr>
<tr>
<td><strong>Discount for 501-C3 &amp; Utah State Commercial Code approved Non-Profit Associations</strong> on base Cost of Indoor Arena, Outdoor Arena, Race Track, Entire Facility &amp; Ball Fields Area (documentation required)</td>
<td>30%</td>
<td>Off base fees</td>
</tr>
<tr>
<td><strong>Local Residents</strong> have conditional un-reserved use of OSTARC areas free of charge utility costs may apply. Use subject to availability. <strong>FOR ALL FACILITIES/EVENTS – USER CLEANS UNLESS PAYMENT FOR CLEANING IS AGREED UPON</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Buildings and Grounds</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. <strong>Entire Facility$^5</strong> (Ballfields and Rodeo Grounds) User Cleans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entire Facility (Excluding Nth Barns &amp; Central Barns)</td>
<td>$1825</td>
<td>Per day</td>
</tr>
<tr>
<td><strong>Entire Facility$^5</strong> (Excluding Nth Barns)$^{3,4}$</td>
<td>$3800</td>
<td>Per day</td>
</tr>
<tr>
<td>Whole Arena facility Excluding Nth Barns &amp; BF</td>
<td>$1100</td>
<td>Per day</td>
</tr>
<tr>
<td>Whole Ballfields facility. Excluding Nth Barns &amp; Arena Facility</td>
<td>$1100</td>
<td>Per day</td>
</tr>
</tbody>
</table>
2. **Indoor Arena**<sup>1,2</sup>(Includes conference room & parking.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Fee (includes 3 full grooms, all lighting &amp; heating, air &amp; sound)</td>
<td>425.00</td>
<td>Per day</td>
</tr>
<tr>
<td>Arena rental for local group riding lessons, training, etc-exclusive use-Max 4 hrs</td>
<td>$25</td>
<td>Per day</td>
</tr>
<tr>
<td>Arena use for local riding lessons, training, etc. Max 5 horses/hour during open riding-non-exclusive use-Maximum of 4 hours hire</td>
<td>$10</td>
<td>Per Rider</td>
</tr>
</tbody>
</table>

3. **Arena Concession Hire**

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concession (event holder hires concessionaire – Managers/Food handlers permit required) (sales receipts required on gross, to work out fee)</td>
<td>10%</td>
<td>Of Sales</td>
</tr>
</tbody>
</table>

4. **Conference Room**

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hire (includes parking; Conference Room may not be available if indoor arena is rented) booking required 1 week prior to meetings</td>
<td>$15.00</td>
<td>Per hour</td>
</tr>
<tr>
<td>Conference room is free to Event holders with rental of Indoor Arena and whole facility.</td>
<td>No Charge</td>
<td></td>
</tr>
</tbody>
</table>

5. **Outdoor Arena**<sup>1,2,3,5</sup> –

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arena Base Fee (includes 2 full grooms)</td>
<td>$150.00</td>
<td>Per day</td>
</tr>
<tr>
<td>Lighting (when available)</td>
<td>$8.00</td>
<td>Per hour</td>
</tr>
</tbody>
</table>

6. **Warm-up arena**<sup>5</sup> – User cleans

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warm-up Arena Full Day hire (with 1 full groom)</td>
<td>$100.00</td>
<td>Per day</td>
</tr>
<tr>
<td>Warm up arena for stall renters and short term horse exercise</td>
<td>No Charge</td>
<td></td>
</tr>
</tbody>
</table>

7. **Stalls – User cleans**

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stall Rentals&lt;sup&gt;1,2,3&lt;/sup&gt; <strong>Stalls (bookings essential)</strong> Price per horse per day</td>
<td>$15.00</td>
<td>Per day</td>
</tr>
<tr>
<td>Barn rentals (24 stall) Exist overnight &amp; monthly rentals will be deducted&lt;sup&gt;1,2,3&lt;/sup&gt;</td>
<td>$288.00</td>
<td>Per day</td>
</tr>
<tr>
<td>Barn Rentals (26-stall) Exist overnight &amp; monthly rentals will be deducted&lt;sup&gt;1,2,3&lt;/sup&gt;</td>
<td>$312.00</td>
<td>Per day</td>
</tr>
<tr>
<td>Monthly Contract Rental <strong>(park 1 non-camp trailer free)</strong> $100 deposit per horse</td>
<td>$100.00</td>
<td>Per month</td>
</tr>
</tbody>
</table>

8. **Race Track**<sup>5</sup> –

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Race Track Full Day Rental -with 1 full groom when water is available&lt;sup&gt;1,2,3,4&lt;/sup&gt;</td>
<td>$230.00</td>
<td>Per day</td>
</tr>
</tbody>
</table>

9. **Pens – User Cleans**

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Horses-price per horse per day or overnight</td>
<td>$10.00</td>
<td>Per day</td>
</tr>
<tr>
<td>Cattle-price per animal per day or overnight</td>
<td>$2</td>
<td>Per day</td>
</tr>
<tr>
<td>Long term rental (Max 10 steer/4 horses per pen)&lt;sup&gt;1,2,3&lt;/sup&gt; <strong>Deposit $100</strong></td>
<td>$100.00</td>
<td>Per month</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td>Notes</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
<td>-------</td>
</tr>
<tr>
<td>10. Camping Over Night with Event or Stall Rental (In designated areas only)</td>
<td>Stall Renter Trailer Camping with electrical and water-(15 day max. if no hookup there is no charge for camping)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Non Stall Renters Trailer Camping - No electrical/water (10 day max.)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Non Stall Renters Trailer Camping with electrical (10 day max.)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tent camping (10 day max.) per night per family tent</td>
<td></td>
</tr>
<tr>
<td>11. Ball Fields Area- Curfew between 10:30pm to 7:00am.</td>
<td>Pavilion (Hourly use – max 5hrs 7:00am to 10:30pm)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pavilion (Daily use – 7:00am to 10:30pm)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Concession (event holder hires concessionaire. Managers/ Food handlers permit required) (sales receipts required on all gross sales, to work out fee)</td>
<td>Sales Fee: 10% of sales</td>
</tr>
<tr>
<td></td>
<td>Ticketed events (as per arena) – Pay to OSTARC</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Portable sound system rental</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Individual Ball fields / Soccer fields – competition use/training</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Individual Ball fields / Soccer fields 0 competition use/ training up to 5 hrs</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ball field lights per field</td>
<td></td>
</tr>
<tr>
<td>12. Parking lots individually rented when no event is using them ($10/hr.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Truck (semi-trailer) parking by reservation &amp; in an emergency</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Non Commercial Truck and UTV Trailer parking only</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Tractor, Driver &amp; Implement-normal business hrs-Mon-Frid, 7am-4pm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Tractor, Driver &amp; Implement (1hr min, in 1 hr increments after) OT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17. Arena-Partial Work NT/OT (Normal Time/Overtime)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. Staff cleaning per employee NT/OT (1-hr min, in 1-hr lots thereafter)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19. Projector</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20. Tables (each) 14 white and 26 brown available</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21. Chairs (each) 33 orange and 100 black available</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22. Astroturf almost entire arena (14 rolls)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23. Astroturf $40 per roll, does not cover the complete arena</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24. Storage Shed Rental- Prorated for portion of year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25. Timing Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26. Portable sound system renal- Deposit required $100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27. Arena- High amp Twist lock outlets (suitable for sound systems)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Fee</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>28</td>
<td>Arena-Compacting with double drum rollers</td>
<td>$475.00</td>
</tr>
<tr>
<td>29</td>
<td>Arena-Compacting with tractor (soft compacting)</td>
<td>$200.00</td>
</tr>
<tr>
<td>30</td>
<td>Arena or outside pen rails removal ($325) &amp; re-installation ($325)</td>
<td>$650.00</td>
</tr>
<tr>
<td>31</td>
<td>Remove panels and replace- Inside arena some panels/chutes can’t be removed</td>
<td>$20.00</td>
</tr>
<tr>
<td>32</td>
<td>Sorting Round Pens x 2 – Put Up &amp; Take Down</td>
<td>$300.00</td>
</tr>
<tr>
<td>33</td>
<td>Race Track Water</td>
<td>$100.00</td>
</tr>
<tr>
<td>34</td>
<td>Race Track Work and water (if water is available)</td>
<td>$200.00</td>
</tr>
<tr>
<td>35</td>
<td>Roll-off Dumpster or disposal of garbage to dump</td>
<td>At Cost</td>
</tr>
<tr>
<td>36</td>
<td>Hire of the BMX track/UTV obstacle course and maintenance track</td>
<td>$40.00</td>
</tr>
<tr>
<td>37</td>
<td>Local discount (one discount per event)</td>
<td>20%</td>
</tr>
<tr>
<td>38</td>
<td>Ticketed Events-Pay to OSTARC</td>
<td>$1</td>
</tr>
</tbody>
</table>

**Footnotes**

1 Note: Cost of damage will be levied against the Cleaning Deposit. Cleaning deposits will be forfeited when notice of cancellation is less than 1 month prior to event.

2 Note: Renting of some areas of the facility may cause adjacent areas to be closed and may result in extra rental cost.

3 Note: User and/or Event Holders are responsible for cleaning facilities and stalls which will be inspected 1st business day after event. If user requires OSTA to clean, cost will be at staff cost per hour line item.

4 Note: Only trained County employees will be allowed to operate OSTA equipment.

5 Note: To encourage additional events and future business at the facility, reductions to base fees (arena daily rental) for repeat customers in good standing may include: one repeat event the following year at 20% off; 3-4 events annually at 30% off. (Only one type of discount applies per event.)

6 Note: This fee is to promote local equestrian development. See item 30.

7 Note: County policy prohibits non-equestrian camping unless associated with an event or as an exception when all camp grounds are full in town or for semi drivers who are out of hours.

8 Note: Semi trailers may park in agreed location subject to events and subject to individual approval by manager. This use is on a situational basis where drivers have inadvertently used their drive hours up and have nowhere to park in Grand County. No generators to run at night near condos. No parking near condos to prevent noise issues.

9 Note: Local Family activities at OSTARC: Families and individuals may use the arena grounds for wholesome activities during hours of 7am to 9pm.

Proviso for local persons and all event participants

9 Note: No motorized vehicles on any concrete (footpaths, curbs, pavilion floor, ADA rams or door pads etc), on any grass areas or undesignated roadways and no blocking of doorways or driveways. Please contact arena staff for clarification if unsure.

No motorized vehicles, horses or livestock on grass, ball fields road or concrete or upper level parking lot areas.
All trash must be placed in garbage cans and horse manure must be placed on the dump near barn C. No dogs/pets are permitted on the soft ball fields unless given permission by manager. Lights to pavilion may be used for limited time. Please turn off when not in use to save cost to the County Ball field lights may be used at a cost of $12 per hour. Pre-arrangement necessary for light use.

Arena lighting and heating should be used only if necessary and should be turned off when floor space is not in use for more than 30 minutes. Hours for use of these utilities should be between 7am and 1am.

Note: Cost/use of facilities may in some circumstances be offset against in kind labor, advertising, and donated goods, for equivalent value if viable to do so.
3.06.120 Fees of the Recorder’s Office.

A. The following fees and charges are required by the Section 17-21-18.5 of the Utah Code Annotated (UCA). If there is a conflict between the fees contained herein and the Utah Code Annotated, the fees in the Utah Code Annotated shall govern:

<table>
<thead>
<tr>
<th>Recording Fees</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recording any instrument (UCA 17-21-18.5 (1) (a))</td>
<td>$10.00</td>
</tr>
<tr>
<td>Recording any instrument under Title 70A Uniform Commercial Code (UCA 17-21-18.5 (1) (b))</td>
<td>$10.00 for the first page and $2.00 for each additional page plus $1.00 for each additional description</td>
</tr>
<tr>
<td>Recording a right-of-way connected with or appurtenant to any tract of land described in the instrument (UC 17-21-18.5 (1) (c))</td>
<td>$1.00, but if the instrument contains more than two names for either the first or second party, or plaintiffs or defendants, $1.00 for each additional name</td>
</tr>
<tr>
<td>Recording mining locations notices and affidavits of labor (UCA 17-21-18.5 (1) (d))</td>
<td>$10.00 for the first page and $2.00 for each additional page</td>
</tr>
<tr>
<td>Recording mining locations notices and affidavits of labor which contain more than two signers (UCA 17-21-18.5 (1) (e))</td>
<td>$1.00 for each additional name, and for an affidavit or proof of labor which contains more than one mining claim, $1.00 for each additional mining claim</td>
</tr>
<tr>
<td>Recording certificates under seal (UCA 17-21-18.5 (2) (b))</td>
<td>$5.00</td>
</tr>
<tr>
<td>Recording any plat (UCA 17-21-18.5 (2) (c))</td>
<td>$30.00 for each sheet and $1.00 for each lot or unit designation</td>
</tr>
<tr>
<td>Taking and certifying acknowledgements, including seal (UCA 17-21-18.5 (2) (d))</td>
<td>$5.00 or one name and $2.00 for each additional name</td>
</tr>
<tr>
<td>Recording any license issued by the Division of Occupational and Professional Licensing (UCA 17-21-18.5 (2) (e))</td>
<td>$10.00</td>
</tr>
<tr>
<td>Recording a Federal Tax Lien or discharging of the lien (UCA 17-21-18.5 (2) (f))</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

B. The following fees and charges are approved and shall be assessed and collected by the Recorder’s Office for plat maps:

<table>
<thead>
<tr>
<th>Printing and Copying Plat Maps¹</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>18” x 18”</td>
<td>$1.00</td>
</tr>
<tr>
<td>All sizes over 18” x 18”</td>
<td>$3.00</td>
</tr>
<tr>
<td>Aerial maps</td>
<td>$6.00</td>
</tr>
<tr>
<td>Survey maps—18” x 18” (Computer-generated)</td>
<td>$1.00</td>
</tr>
</tbody>
</table>

¹ Note: For any of the above maps mailed, add two dollars ($2.00).

C. The following fees and charges are approved and shall be assessed and collected by the Recorder’s Office for copies, faxes and e-mails:
Copies and Faxes | Fees  
--- | ---  
Assessment roll | $1,000.00  
Address list Per Parcel | $0.10  
Partial lists | $2.00/page  
Copies/Prints- Black & White  
Self-Serve: Any size | $0.25/printed page  
Staff-Serve | $0.50/printed page  
Staff-Serve- Including search and mailing | $1.00/ printed page  
Abstract book | $2.00 per page  
Other | as determined by department

3.06.130 Fees of the Road Department.

A. The following fees and charges are approved and shall be assessed and collected by the Road Department for services:

| Services | Fees |
| --- | ---  
Right-of-way Encroachment permits including driveways, access roads and other similar encroachments not associated with an active building permit. | $250.00  
Use of Equipment\(^1\) | Equipment according to the rates published by *Equipment Cost Reference Guide*  
Use of Operators \(^1\) | Current hourly average of wage and all benefits of a County employee with the classification of Operator 1, 2 or 3  
Street Vacation | $300.00  
Signs  
Creating Street Signs | $50.00  
Installation of Signs | $175.00 per sign

\(^1\) Note: Use of equipment or operators is limited to agreements that the County may have with other governmental entities.

B. The following fees and charges are approved and shall be assessed and collected by the Road Department for pavement cut permits:

| Pavement Cut Permits | Fees |
| --- | ---  
Non-paved excavation | $150.00  
Cuts in paved surfaces (require verification that roadway cannot be bored) | $200.00  
Road bores across a paved County Road | $150.00  
Cuts in asphalted surfaces 3 years old or less | $1,000.00  
Unauthorized excavation in County of Right of Ways\(^1\) | $2,000.00 plus pavement cut permit fee
Multiple cuts into the County Right of Ways for the same development

$2,000.00

Note: County Road Supervisor may waive this fee based upon the circumstances including multiple cuts for looping of utilities or other practical reason.

3.06.140 Fees of the Sand Flats Recreation Area.

A. The following fees and charges are approved and shall be assessed and collected by the Sand Flats Recreation Area:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day use</td>
<td>$5.00 for 1 day or $10.00 for 7 days per 4-wheeled vehicle</td>
</tr>
<tr>
<td></td>
<td>$2.00 for 1 day or $5.00 for 7 days per person by shuttle, bicycle or motorcycle</td>
</tr>
<tr>
<td></td>
<td>$5.00 per vehicle trailer</td>
</tr>
<tr>
<td>First Come First Serve Campsites</td>
<td>$15.00 per vehicle with up to 5 people, then</td>
</tr>
<tr>
<td></td>
<td>$2.00 each additional person and $5.00 per vehicle trailer</td>
</tr>
<tr>
<td>Reserved Group Campsite (E Sites)</td>
<td>$60.00/night for group camping (11-16 people)</td>
</tr>
<tr>
<td>Sand Flats Annual pass</td>
<td>$25.00 Up to 85 free passes may be provided annually, at SFRA Manager’s discretion, to a variety of entities directly involved in supporting SFRA operations.</td>
</tr>
<tr>
<td>Acceptance of America the Beautiful- National Parks and Federal Recreational Lands Access Pass (for disability related discounts for day use and camping)</td>
<td>$0.00 Day use 50% off camping fee</td>
</tr>
</tbody>
</table>

3.06.150 Fees of the Sheriff’s Office.

A. The following fees and charges are required by Section 17-22-2.5 of the Utah Code Annotated (UCA). If there is a conflict between the fees contained herein and the Utah Code Annotated, the fees in the Utah Code Annotated shall govern:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Serving notices, rules, order subpoena, garnishments, summons, or summons and complaint, garnishee execution, or other process by which an action or proceeding is commenced on each defendant (UCA 17-22-2.5 (2) (a))</td>
<td>$20.00 (UCA 17-22-2.5 (2) (a)) Plus, traveling fee¹ of $2.50 for each mile necessarily traveled, in going only, computed from the courthouse for each person served, to a maximum of 100 miles (UC 17-22-2.5 (4) (a) (i))</td>
</tr>
<tr>
<td>Taking or approving a bond or undertaking in any case in which he is authorized to take or approve a bond or undertaking, including justification (UCA 17-22-2.5 (2) (b))</td>
<td>$5.00</td>
</tr>
<tr>
<td>Service Description</td>
<td>Fee</td>
</tr>
<tr>
<td>--------------------</td>
<td>-----</td>
</tr>
<tr>
<td>Copy of any writ, process or other paper when demanded or required by law (UC 17-22-2.5 (2) (c))</td>
<td>$0.50 for each folio</td>
</tr>
<tr>
<td>Serving an attachment on property, or levying an execution, or executing an order of arrest for an order for the delivery of personal property (UCA 17-22-2.5 (2) (d))</td>
<td>$50.00 (UCA 17-22-2.5 (2) (d)) Plus, traveling fees only collected for the actual distance traveled beyond the distance required to serve the summons if the attachment of those orders accompany the summons in the action and may be executed at the time of the service of the summons (UCA 17-22-2.5 (5))</td>
</tr>
<tr>
<td>Taking and keeping possession of and preserving property under attachment or execution or other process (UCA 17-22-2.5 (2) (e))</td>
<td>The amount that the court orders to a maximum of $15.00 per day</td>
</tr>
<tr>
<td>Advertising property of sale on execution, or any judgment, or order of sale, exclusive of the cost of publication (UCA 17-22-2.5 (2) (f))</td>
<td>$15.00 (UCA 17-22-2.5 (2) (f)), shall be collected from the judgment debtor’s part of the execution in the same manner as the sum directed to be made (UCA 17-22-2.5 (3))</td>
</tr>
<tr>
<td>Drawing and executing a sheriff’s deed or certificate of redemption, exclusive of acknowledgment (UCA 17-22-2.5 (2) (g))</td>
<td>$15.00 to be paid by the grantee</td>
</tr>
<tr>
<td>Recording each deed, conveyance, or other instrument affecting real estate, exclusive of the cost of recording (UCA 17-22-2.5 (2) (h))</td>
<td>$10.00 to be paid by the grantee</td>
</tr>
<tr>
<td>Serving a writ of possession or restitution, and putting any person entitled to possession into possession of premises, and removing occupant (UCA 17-22-2.5 (2) (i))</td>
<td>$50.00 (UCA 17-22-2.5 (2) (i)) Plus, traveling fee of $2.50 for each mile necessarily traveled, in going only, computed from the courthouse for each person served, to a maximum of 100 miles (UCA 17-22-2.5 (5) (a) (i))</td>
</tr>
<tr>
<td>Holding each trial of right of property to include all services in the matter, except mileage (UCA 17-22-2.5 (2) (j))</td>
<td>$35.00</td>
</tr>
<tr>
<td>Conducting, postponing, or canceling a sale of property (UCA 17-22-2.5 (2) (k))</td>
<td>$15.00</td>
</tr>
<tr>
<td>Taking a prisoner in civil cases from prisoner before a court or magistrate (UCA 17-22-2.5 (2) (l))</td>
<td>$2.50, for each mile necessarily traveled in going only, to a maximum of 100 miles</td>
</tr>
<tr>
<td>Taking a prisoner from the place of arrest to prison, in civil cases, or before a court or magistrate (UCA 17-22-2.5 (2) (m))</td>
<td>$2.50, for each mile necessarily traveled in going only, to a maximum of 100 miles</td>
</tr>
<tr>
<td>Receiving or paying over money on execution or other process (UCA 17-22-2.5 (2) (n))</td>
<td>If the amount does not exceed $1,000, 2% of this amount with a minimum of $1.00; if amount collected exceeds $1,000, 2% on the first $1,000 and 1.5% on the balance</td>
</tr>
<tr>
<td>Executing in duplicate a certificate of sale, exclusive of filing it (UCA 17-22-2.5 (2) (o))</td>
<td>$10.00</td>
</tr>
</tbody>
</table>
Delivering an insane person to the Utah State Hospital, when cost of delivery is payable by a private individual (UCA 17-22-2.5 (5) (a)) | $2.50 per mile for the distance from the county seat of his county to the Utah State Hospital, to a maximum of 100 miles; If the sheriff requires assistance to deliver the person to the Utah State Hospital, the sheriff may also change the actual and necessary cost of that assistance (UCA 17-22-2.5 (6) b)

Obtaining a saliva DNA specimen under section 53-10-404 (UCA 17-22-2.5 (6)) | $150.00

Note: The Sheriff may only charge one mileage fee if any two or more papers are required to be served in the same action or proceeding at the same time and at the same address. (UCA 17-22-2.5 (5) (b)). If it is necessary to make more than one trip to serve any notice, order, process or other paper, the Sheriff may not collect more than two additional mileage charges (UC 17-22-2.5 (5) (c)).
B. The following fees and charges are approved and shall be assessed and collected by the Sheriff’s Office:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accident reports</td>
<td>$7.50</td>
</tr>
<tr>
<td>Per page for reports</td>
<td>$1.00</td>
</tr>
<tr>
<td>Postings</td>
<td>$5.00 per posting</td>
</tr>
<tr>
<td>Commercials, security, etc.</td>
<td>$65.00 per hour/4-hour minimum</td>
</tr>
<tr>
<td>Vehicle use for commercials, movies, security</td>
<td>$35.00 per hour plus $1.00 per mile</td>
</tr>
<tr>
<td>Bailiff fees/ Security fees</td>
<td>$18.00 per hour</td>
</tr>
<tr>
<td>Photo evidence</td>
<td>$1.00 per picture</td>
</tr>
<tr>
<td>In-car video reproduction</td>
<td>$40.00</td>
</tr>
<tr>
<td>Audio/research</td>
<td>$25.00 plus $25.00 per hour for reproductions that require extensive labor</td>
</tr>
<tr>
<td>Jail fees:</td>
<td></td>
</tr>
<tr>
<td>Charge to state per inmate</td>
<td>$46.85 per day</td>
</tr>
<tr>
<td>Charge to state for felony probationers</td>
<td>$27.10 per day</td>
</tr>
<tr>
<td>Housing for non law enforcement transportation agencies</td>
<td>$75.00 per day</td>
</tr>
<tr>
<td>Housing for out of County jail commitments</td>
<td>$45.00 per day</td>
</tr>
<tr>
<td>Daily processing work release inmates</td>
<td>$25.00 per day</td>
</tr>
<tr>
<td>Daily processing half way out work release inmates</td>
<td>$10.00 per day</td>
</tr>
</tbody>
</table>

C. The following fees and charges are approved and shall be assessed and collected by the Sheriff’s Office for Grand County Search and Rescue (GCSAR):

<table>
<thead>
<tr>
<th>Search and Rescue Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Incident</td>
<td>Definition</td>
</tr>
<tr>
<td>Small</td>
<td>3 hours or less, 6 responders or fewer</td>
</tr>
<tr>
<td>Medium</td>
<td>Over 3 hours, 6 responders or fewer</td>
</tr>
<tr>
<td>Medium</td>
<td>3 hours or less, 7 or more responders</td>
</tr>
<tr>
<td>Large</td>
<td>Over 3 hours, 7 or more responders</td>
</tr>
<tr>
<td>Expendables</td>
<td>i.e. Helicopter rent/fuel, damaged equipment, etc.)</td>
</tr>
</tbody>
</table>

GCSAR Special Event Reimbursement Schedule | Fees |
Personnel | $25.00/hour, 4 hour minimum
Approved December 4, 2018 January 1, 2019 and Effective January 1, 2019

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATV/UTV</td>
<td>$125.00 per unit/24-hr. day or less</td>
</tr>
<tr>
<td>Snowmobile</td>
<td>$125.00 per unit/24-hr. day or less</td>
</tr>
<tr>
<td>Personal Water Craft</td>
<td>$125.00 per unit/24-hr. day or less</td>
</tr>
<tr>
<td>Boat</td>
<td>$250.00 per unit/24-hr. day or less</td>
</tr>
<tr>
<td>Tow or Transport Vehicle</td>
<td>$35.00 per unit/24 hour day plus $1.00/mile</td>
</tr>
</tbody>
</table>

3.06.160 Fees of the Surveyor’s Office.

A. The following fees and charges are approved and shall be assessed and collected for the Surveyor’s Office:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Filing fee</td>
<td>$10.00 per survey</td>
</tr>
</tbody>
</table>

3.06.170 Fees of Star Hall.

A. The following fees and charges are approved and shall be assessed and collected for the Star Hall:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short- Term Hall rental (Less than a week)</td>
<td>$25.00 per hour (3-hour minimum)</td>
</tr>
<tr>
<td>Long- Term Hall rental (More than a week)</td>
<td>$300.00 per week plus $25.00 per hour during performance night</td>
</tr>
<tr>
<td>Security deposit&lt;sup&gt;1&lt;/sup&gt;</td>
<td>$300.00</td>
</tr>
<tr>
<td>501(c)3 and Utah State Commercial Code approved Non Profit Associations (documentation required)</td>
<td>50% off of Short –term or Long-term rental</td>
</tr>
<tr>
<td>Open/close fee (if required)</td>
<td>$30.00</td>
</tr>
<tr>
<td>Extra custodial service</td>
<td>$18.00 per hour</td>
</tr>
<tr>
<td>Lighting Board and Public Address System Deposit&lt;sup&gt;2&lt;/sup&gt;</td>
<td>$150.00&lt;sup&gt;3&lt;/sup&gt; plus the actual cost of technician fees (paid directly to technician)</td>
</tr>
<tr>
<td>Projector, DVD, and Audio Supplies Deposit&lt;sup&gt;2&lt;/sup&gt;</td>
<td>$150.00&lt;sup&gt;4&lt;/sup&gt; plus the actual cost of technician fees (paid directly to technician)</td>
</tr>
<tr>
<td>Portable Projector/Use of Wireless Microphone</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

<sup>1</sup> Note: Cost of damage will be levied against the deposit posted with the County. Remainder of the charges for damages will be paid by individual or entity in which the County has the rental agreement with. Security deposit will be forfeited when notice of cancellation is less than 24 hours.

<sup>2</sup> Note: This equipment shall only be released to authorized individuals approved by the County. A list of names with contact information of authorized individuals is available upon request. Renter is to make arrangements with authorized individuals to provide service associated with using the equipment. All other operators must be pre-approved by the County before the event.
3.06.180 Fees of the Moab Area Travel Council.

A. The following fees and charges are approved and shall be assessed and collected by the Moab Area Travel Council:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labels</td>
<td>$0.05 each</td>
</tr>
<tr>
<td>CD’s (one-time charge)</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

3.06.190 Fees of the Treasurer’s Office.

A. The following fees and charges are approved and shall be assessed and collected by the Treasurer’s Office:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax and assessment roll</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Partial tax roll</td>
<td>$2.00 per page</td>
</tr>
<tr>
<td>Name and address index</td>
<td>$0.10 per parcel</td>
</tr>
<tr>
<td>Information search</td>
<td>$25.00 per hour (1 hour minimum)</td>
</tr>
<tr>
<td>Parcel information printout</td>
<td>$0.25 per parcel per tax year</td>
</tr>
<tr>
<td>Back Tax Report</td>
<td>$0.13 per parcel</td>
</tr>
<tr>
<td>Other</td>
<td>As determined by department</td>
</tr>
</tbody>
</table>

3.06.200 Fees of the Weed Department.

A. The following fees and charges are approved and shall be assessed and collected by the Weed Department:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spray time</td>
<td>$52.00 per hour</td>
</tr>
<tr>
<td>Travel time</td>
<td>$32.00 per hour</td>
</tr>
<tr>
<td>Mileage</td>
<td>$0.75 per mile</td>
</tr>
<tr>
<td>Truck with spray rig</td>
<td>$25.00 per hour</td>
</tr>
<tr>
<td>Tordon 22K</td>
<td>$0.45 per ounce</td>
</tr>
<tr>
<td>Vanquish</td>
<td>$0.45 per ounce</td>
</tr>
<tr>
<td>2, 4-D Amine</td>
<td>$0.15 per ounce</td>
</tr>
<tr>
<td>Escort</td>
<td>$8.00 per ounce</td>
</tr>
<tr>
<td>Curtail</td>
<td>$0.40 per ounce</td>
</tr>
<tr>
<td>Milestone</td>
<td>$2.75 per ounce</td>
</tr>
<tr>
<td>Roundup Pro / rodeo</td>
<td>$0.25 per ounce</td>
</tr>
<tr>
<td>Transline</td>
<td>$0.92 per ounce</td>
</tr>
</tbody>
</table>
Spray Raft and Trailer $25 per hour
UTV and Trailer $30 per hour

3.06.210 Fees of Canyonlands Field (CNY).

A. The following fees and charges are approved and shall be assessed and collected by the Canyonlands Field:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landing Fee; Commercial Operations at CNY</td>
<td>$0.70/1000 lbs. Max. Take Off Weight (MTOW)</td>
</tr>
<tr>
<td>Fuel Flowage Fee</td>
<td>$0.065/gallon</td>
</tr>
<tr>
<td>Retail Sales Office Area (2 years or more)</td>
<td>$3.25/sq. ft. per month</td>
</tr>
<tr>
<td>Retail Sales Office Area (23 months or less)</td>
<td>$4.25/sq. ft. per month</td>
</tr>
<tr>
<td>Long Term Parking (Overnight)</td>
<td>$3/night</td>
</tr>
<tr>
<td>Rental Car Parking Space</td>
<td>$10/month/space</td>
</tr>
<tr>
<td>Retail Sales Office and Ground Lease Application Fee</td>
<td>$100.00</td>
</tr>
<tr>
<td>Ground Lease (base airside)</td>
<td>$0.23/sq. ft./year</td>
</tr>
<tr>
<td>Ground lease (landside/non-aviation)</td>
<td>$0.46/sq ft/year</td>
</tr>
<tr>
<td>Water and Sewer Rates</td>
<td>$19.50/month for water</td>
</tr>
<tr>
<td></td>
<td>$27.20/month for sewer</td>
</tr>
<tr>
<td>Ramp Fees</td>
<td>$60.00 aircraft over 10,000 lbs. MTOW</td>
</tr>
<tr>
<td></td>
<td>$225.00 aircraft over 25,000 lbs. MTOW</td>
</tr>
<tr>
<td>Aircraft Parking/Tie Downs (Subject to long-term lease with FBO)</td>
<td></td>
</tr>
<tr>
<td>Lease Rate</td>
<td></td>
</tr>
<tr>
<td>Hangar “A” 60’x80’=4800 sq.ft.</td>
<td>Hangar “A” $0.27/sq.ft./month</td>
</tr>
<tr>
<td>Hangar “B” 70’x90’+20’x60’=7500 sq.ft.</td>
<td>Hangar “B” $0.29/sq.ft./month</td>
</tr>
<tr>
<td>Billboard Fees – 1 year minimum</td>
<td>$1.45/sq. ft. / month</td>
</tr>
<tr>
<td>Airport Clean-up (runway/taxiway/ramp)</td>
<td>$150/hr + equipment charges</td>
</tr>
<tr>
<td>Parachute Landing Area Maintenance</td>
<td>$100/mo/skydive company</td>
</tr>
<tr>
<td>Commercial TV/Film</td>
<td>$1000/day + Insurance naming Grand County as secondary</td>
</tr>
<tr>
<td>Non-aviation vending and concessions</td>
<td>10% gross sales</td>
</tr>
<tr>
<td>Non-airport rental cars</td>
<td>$500/year/company</td>
</tr>
<tr>
<td>Terminal Advertising</td>
<td>$3.25/sq ft</td>
</tr>
<tr>
<td>Ground Transportation Use Fee</td>
<td></td>
</tr>
<tr>
<td>One-time trip usage</td>
<td>$200/year/company</td>
</tr>
<tr>
<td>Ground Transportation Vehicle (more than 1 vehicle/company)</td>
<td>$25/Vehicle for one-time round trip</td>
</tr>
<tr>
<td>Business User garbage collection</td>
<td>$0.01/sq ft/month</td>
</tr>
<tr>
<td>Private User garbage collection</td>
<td>$0.005/sq ft/month</td>
</tr>
<tr>
<td>Service Description</td>
<td>Fee</td>
</tr>
<tr>
<td>--------------------------------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>After Hours ARFF Coverage</td>
<td>$75.00</td>
</tr>
<tr>
<td>Ground Lease (landside base rate; 2x airside)</td>
<td>$0.46/sq ft/year</td>
</tr>
<tr>
<td>Natural Gas transport rate</td>
<td>$100/month/company</td>
</tr>
<tr>
<td>Ground Transportation Fee (Shuttle/Taxi/Etc)</td>
<td>$200/year/company</td>
</tr>
<tr>
<td>After Hours ARFF Coverage ($100 + $60/hr (&gt;2hrs))</td>
<td></td>
</tr>
</tbody>
</table>
3.06.220 Fees of the Haz-Mat Response Task Force.

A. The following fees and charges are approved and shall be assessed and collected by the Haz-Mat Response Task Force:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>All services rendered by the Haz-Mat Response Task Force</td>
<td>Actual costs as calculated by the Haz-Mat Response Task Force</td>
</tr>
</tbody>
</table>

3.06.320 Waiving Fees

A. Waiving Fees to Governmental Entities. Elected officials or department heads may waive the fees contained in this ordinance for services provided to other governmental entities.

B. Waiving of Fees. The County Council shall not consider requests to waive fees for a specific individual or entity that are not governmental entities. Only consider fee exemptions or deferments for:

1) Governmental entities;
2) Development activity attributable to affordable housing; or
3) Other development activity with a broad public purpose.

3.06.330 Return of Fees.

A. Return of Fees. If service is not rendered, the Elected Official or Department Head may recommend to the Clerk Auditor in writing that the fees paid by an individual or entity be returned. Aggrieved individuals may appeal the Clerk Auditor’s decision to the County Council.

3.06.340 Common Procedures for Collecting Additional Fees.

A. Additional Fees. If services require more resources than anticipated in the original application fee, either by County staff, services rendered by a professional or other third party services, the customer shall be responsible to reimburse Grand County for these charges plus 10% of the charges to cover administrative costs. Such fees and charges shall accrue to, and are payable by, the entity which receives service, executes an application, enters into a development agreement, or requests the service.

B. Billing Statements. The County shall bill customers for excess reimbursable fees accruing under this section and all other charges on a regular basis within forty-five (45) days of services. The billing by the County shall be in reasonable detail to permit the customer to determine the reason for the expenditure, and fees or charges incurred, along with the rate or other basis for the charge. Billings for reimbursable fees are due upon receipt and if the balance due is not paid within thirty (30) days of mailing, the customer is delinquent and is in default to the County. Billing statement from the County to the customer shall be deemed correct, accurate, undisputed and due in full unless the Clerk Auditor shall receive in writing of a disputed bill in reasonable detail to ascertain the exact question or matter in dispute within thirty (30) days of the postmarked date on the mailed statement or the date of hand-delivery if the statement is not delivered through the U.S. Mail.
C. Conference with Customer. The customer, or their representatives, may informally confer with County staff to obtain further information, ask questions, and receive clarification of charges included on the billings. An informal conference may result in changes to the invoice from the County to the customer. If the invoice is corrected or changed, the customer shall pay the corrected invoice within fifteen (15) days of receipt of the corrected invoice.

D. Disputed Amount to County Council. Any disputed amount after the customer has conferred with the County Staff may be disputed to the County Council. The customer shall notify the Clerk Auditor again in writing regarding the contested amount. The Clerk Auditor shall notify the Council Administrator to the need to place the issue on the County Council’s agenda. The County Council shall consider the payment dispute in a regularly scheduled County meeting. Notice of the time, date and place of the meeting where the disputed statement will be considered by the County Council will be mailed to the customer not less than five (5) days before the date of the meeting. The customer may present any statement or evidence supporting the customer’s position with respect to the dispute. The County Council shall vote on each disputed charge by the customer to determine whether or not to reduce or eliminate the disputed charges. The decision of the County Council shall be final.

E. Customers in Default. Customers must remain in good standing with all amounts due and payable to the County paid as such amounts become due. Customers who are delinquent in payment of reimbursable fees and charges to the County shall be deemed to be in default and future requests for services shall be delayed until the customer has remedied the default.

3.06.350 Fees of Trail Mix Committee.

A. The following fees and charges are approved and shall be assessed and collected by the Trail Mix Committee:

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work crew of 2 including truck and tools</td>
<td>$50.00 per hour$^{1}</td>
</tr>
<tr>
<td>Additional Worker$^{2}$</td>
<td>$20.00 per hour each$^{1}</td>
</tr>
<tr>
<td>Materials</td>
<td>Actual Costs</td>
</tr>
</tbody>
</table>

$^{1}$ Note: Charged from when the crew begins travel to the work site until they return.

$^{2}$ Note: The Trail Mix crew chief will determine the required crew size based on the work needed.

This Ordinance shall take effect after publication.

ATTEST:

Diana Carroll, Chris Baird, Clerk/Auditor
Mary McGann, Evan Clapper, Grand County Council Chair