AGENDA
Tuesday, October 1, 2019

3:00 p.m.
- Joint Meeting with Moab Valley Fire Protection District (see separate Agenda)

4:00 p.m.
- Call to Order
- Pledge of Allegiance
- Approval of Minutes (Chris Baird, Clerk/Auditor)
  A. June 10 (Joint County Council Meeting with San Juan County Commissions and SITLA), Postponed from June 18, 2019
  B. July 16, 2019 (County Council Meeting), Postponed from August 6, 2019
  C. July 18, 2019 (County Council Special Meeting), Postponed from August 6, 2019
  D. August 6, 2019 (County Council Meeting), Postponed from August 20, 2019
  E. August 20, 2019 (County Council Meeting), Postponed from September 3, 2019
  F. September 3, 2019 (County Council Meeting)
  G. September 17, 2019 (County Council Meeting)
  H. September 20, 2019 (Joint County Council Emergency Meeting with Moab Area Travel Council Advisory Board)
- Ratification of Payment of Bills
- Council Member Disclosures
- General Council Reports and Future Considerations
- Elected Official Reports
- Council Administrator Report
- Department Reports
- Agency Reports
- Citizens to Be Heard
- Presentations
  I. Presentation of Ceremonial Check from SITLA (School and Institutional Trust Lands Administration) of PILT (Payment in Lieu of Taxes) funds in the amount of $287,225 (Dave Ure, Director, SITLA)
- General Business- Action Items- Discussion and Consideration of:
  J. Adopting proposed resolution allocating health care facilities sales and use tax revenues received during calendar year 2020 to eligible entities, postponed from September 17, 2019 (Representatives from Canyonlands Health Care Special Service District and Grand County Emergency Medical Services Special Service District)
  K. Approving the 2019 Property Tax Abatements and Cancelations through 9/25/2019 (Chris Kauffman, Treasurer)
  L. Approving Stormwater Drainage Easement Agreement between Grand County and Roxanne Bierman for the Arbor Drive improvement project (Bill Jackson, Roads Supervisor)
M. Approving recruitment for an Administrator-in-Training (Renee Baker, HR Director and Ruth Dillon, Council Administrator)

N. Approving Grand County Official Statement of Position on TRT Reform (Council Member Wells)

O. Approving volunteer appointment to the Housing Authority of Southeastern Utah Board (Council Member Hawks, Council Liaison to Board)

P. Approving assignment of County Council Representative/Liaison to Moab Area Travel Council Advisory Board (Council Member Paxman)

Q. Approving nomination for Business of the Year for Chamber of Commerce (Council Member Paxman)

R. Approving response letter to Namaste Rock (Chairman Clapper)

S. Adopting proposed resolution approving the amendments to Resolution Establishing a Board Appointment Process and Establishing Requirements of Board Members and Commissioners Serving Grand County (Bryony Hill, Council Office Coordinator)

T. Approving the Business Expansion and Retention (“BEAR”) Grant Agreement with the Governor’s Office of Economic Development (“GOED”) (Zacharia Levine, Community & Economic Development Director)

- Consent Agenda- Action Items

U. Ratifying the Vice Chair’s signature on a grant agreement with Federal Aviation Administration (FAA) to reconstruct Taxiway A (Phase II) and Reconstruct Apron (Commercial Services Apron) at Canyonlands Field Airport in the amount of $4,572,999

V. Ratifying the Chair’s signature on a grant closeout billing statement for the Non-motorized Trail Maintenance & Jackson Trail Bridge, in the amount of $18,500

W. Adopting proposed resolution approving amendments on a Replat for Juniper Cove Subdivision, located at 2981 Juniper Drive

X. Approving application for retail beer license for Buzzards Belly (General Store) located at 100 Pennsylvania Avenue (197 E. Cisco Road), Cisco, UT

- Discussion Items

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

Z. Discussion on Emergency Medical Services Special Service District (EMSSSD) for use of property located at 500 E. 100 N. (Old Senior Center) and plans moving forward (Andy Smith, Executive Director, EMSSSD and Liz Tubbs, Chair, EMSSSD)

AA. Discussion on Truth in Taxation timeline (Chris Baird, Clerk/Auditor)

BB. Discussion on application for View Gate Terrace High Density Housing Overlay (HDHO-35b) located at 1246 & 1248 South Highway 191 (Zacharia Levine, Community & Economic Development Director)

- Public Hearings- Possible Action Items:

CC. Public Hearing to hear public input on an ordinance amending Ordinance 526 Flood Damage Prevention (Bill Hulse, Chief Building Official/Floodplain Administrator)

DD. Public Hearing to hear public input on Peak View Subdivision High Density Housing Overlay District 25 (HDHO-25) application located at 3640 Spanish Valley Drive (Zacharia Levine, Community & Economic Development Director)

EE. Public Hearing to hear public input on a Conditional Use Permit application at 1728 South Rocky Road to enable Emery Telcom to expand and for equipment storage (Zacharia Levine, Community & Economic Development Director)
Closed Session(s)

1. Pending or Reasonably Imminent Litigation
2. Character, Professional Competence or Physical or Mental Health of an Individual

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.
Call to Order
Chair Clapper called the meeting to order at 4:12 p.m.

Pledge of Allegiance
The Pledge of Allegiance was led by Travis Nauman

Approval of Minutes (Chris Baird, Clerk/Auditor)

A. April 16, 2019 (County Council Meeting), Postponed from May 7, 2019
B. May 7, 2019 (County Council Meeting), Postponed from May 21, 2019
C. May 21, 2019 (County Council Meeting), Postponed from June 4, 2019
D. June 4, 2019 (County Council Meeting), Postponed from June 18, 2019
E. June 10 (Joint County Council Meeting with San Juan County Commissions and SITLA), Postponed from June 18, 2019
F. June 18, 2019 (County Council Meeting), Postponed from July 2, 2019
G. July 2, 2019 (County Council Meeting)
H. July 9, 2019 (Special Meeting with Grand County Elected Officials)

Motion by Council Member McGann to postpone agenda items A-H. Motion seconded by Council Member Halliday carries 5-0.

Ratification of Payment of Bills

Motion by Council Member Paxman to ratify the payment of the bills totaling $799,665.87 (Bills $549,979.48 – Payroll $249,686.39). Motion seconded by Council Member Morse carries 5-0 by roll-call vote.

Council Member Wells joined the meeting.

General Council Reports and Future Considerations

Greg Halliday: Attended a Thompson Springs Water Special Service District meeting, and a Historic Preservation Commission meeting.

Mary McGann: Attended a Solid Waste Special Service District meeting, and a Housing Authority meeting.
Terry Morse: Attended a Moab Mosquito Abatement District meeting, and a Planning Commission meeting.

Rory Paxman: Attended the Chamber of Commerce 4th of July Celebration.

Evan Clapper: Attended a Spanish Valley Dr. Pathway Committee meeting, a Trail Mix meeting, a Lunch with Elected Officials, a Cemetery District meeting, and an EMS Special Service District Meeting.

Curtis Wells: Is helping with mosquito abatement, working on a wilderness evaluation for Forest Service plan, and Park Service congestion planning.

**Elected Official Reports**

Chris Baird: Reported on Mosquito Abatement, Valuation Notices, the City Election, and interviewing for a deputy clerk-auditor position.

**Council Administrator Report**

Ruth Dillon reported on Mosquito Abatement, and the Change in Gov. Study Committee.

**Department Reports**

1. Report on May 2019 UTV-related citations from local law enforcement (Elaine Gizler, Travel Council Executive Director)

Discussion was had regarding UTVs and a potential noise ordinance.

J. 2018 Grand Center Report (Verleen Striblen, Program Director)

Verleen Striblen gave a report on the activities of the Grand Center for 2018.

Judd Hill: Gave an Airport update – replace taxiway, CIB $265,000 loan at 2.5%. Update on FFA grants.

Zacharia Levine: Involved in Regional Transportation planning.

**Agency Reports (none)**

**Citizens to Be Heard**

Joe Kingsley: Invited Council to Rotary Social Meeting – 6pm at Hidden Cuisine. Discussed pedestrian path planning from Rotary Park.

Travis Nauman – Research Scientist, alerted the council to "Clean the Darn Air Act" petition. Stated that Grand Co. is a hot-spot for extended droughts. Expressed health concerns related to climate change dust pollution.

**Presentations**

K. Presentation on Team Appreciation and Recognition Program (TARP) through Utah Local Governments Trust (ULGT) (Darin Palmer, Account Representative, ULGT)

Darin Palmer gave a presentation on the TARP program.

L. Presentation on Justice Court Nominating Commission procedures (Amy Hernandez, Justice Court Program Coordinator, Administrative Office of the Courts and James Peters, Administrative Office of the Courts) allow 20 minutes

James Peters administrative office of the courts (AOC) presented. There are 3 groups that work together. Council, nominating commission 5 people, then council again in final ratification. Judicial council certifies.
General Business- Action Items- Discussion and Consideration of:

M. Approving “Declaration of Nuisance” for the Noxious Weed, Arundo Donax, commonly known as Giant Reed, which has infested real property located at 408 Tusher Street (Tim Higgs, Weed Supervisor)

Motion by Council Member McGann to approve the “Declaration of Nuisance” for the Noxious Weed, Arundo Donax, commonly known as Giant Reed, which has infested real property located at 408 Tusher Street, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Paxman carries 6-0.

N. Adopting proposed ordinance to apply the High Density Housing Overlay District 5 (HDHO-5) to a lot located at 1991 Starbuck Lane (Zacharia Levine, Community and Economic Development Director)

Motion by Council Member Wells to adopt proposed ordinance to apply the High Density Housing Overlay District 5 (HDHO-5) to a lot located at 1991 Starbuck Lane, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Paxman.

Gayle Houston: Expressed that the HDHO ordinance should require developers to build a fence. Requested that this ordinance include a requirement for fencing.

Morse- Feels the HDHO applicant should be required to add a 6’ privacy fence.

Substitute Motion by Council Member McGann to adopt proposed ordinance to apply the High Density Housing Overlay District 5 (HDHO-5) to a lot located at 1991 Starbuck Lane, with a requirement that the developer install a privacy fence, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Morse carries 6-0.

O. Adopting proposed resolution approving a conditional use permit for Seven Mile Park located at 13542 North Highway 191 (Zacharia Levine, Community and Economic Development Director)

Motion by Council Member Wells to adopt proposed resolution approving a conditional use permit for Seven Mile Park, located at 13542 North Highway 191, conditioned upon the following:

1. Applicant shall indemnify, defend and hold harmless Grand County for and against any future improvements to public rights-of-ways as a result of this campground.

2. Applicant dedicates to Grand County for public use a 44’ wide right-of-way to accommodate Gemini Bridges Road, which right-of-way shall be measured 22’ in each direction from the centerline of the roadway in its as built condition.

3. Applicant agrees that Gemini Bridges Road may be realigned through Applicant’s property with advance written permission of the Applicant, at no cost to Applicant.

4. Grand County accepts that portion of Gemini Bridges Road crossing through Applicant’s property in as-is condition and agrees to maintain the roadway in a similar or better condition.

5. Applicant shall indemnify, defend and hold harmless Grand County for and against all improvements to that portion of Gemini Bridges Road crossing through Applicant’s property deemed necessary as a result of Applicant’s development and use of Seven Mile Park by Union Pacific Railroad and the Utah Department of Transportation;

And authorize the Chair to sign all associated documents. Motion seconded by Council Member Paxman.

Terry Morse asked why no trees are required.

Tracy Balsley – Limited amount of water, Arches is protesting his water rights.

Motion carries 6-0
P. Adopting proposed ordinance amending/removing use rights from all zones and/or the overnight accommodations overlay for new/additional overnight accommodations developments, including Table 3.1 (Uses), Section 3.2 Use-Specific Standards, and Section 4.6 Overnight Accommodations Overlay District (Zacharia Levine, Community and Economic Development Director)

Motion by Council Member McGann to adopt the proposed ordinance revising Overnight Accommodations use rights in Use Table 3.1.D and Section 4.6 Overnight Accommodations Overlay Districts in the Grand County Land Use Code and the Grand County Zoning Map, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Morse.

Travis Nauman: Encourages Council to move forward with passage of this ordinance. Expressed concern about water availability for future growth. Expressed concern about climate change.

Zacharia Levine presented: Indicated that 2 properties have been added to the map since the public hearing, and some textual changes to the where-as section.

Christina Sloan: Fielded 7 complaints of takings concerning this ordinance. Sloan evaluated the takings claims of each parcel. The 2 properties included in the OAO are 2 parcels of the KOA, and the Moab 4x4 property. These two properties were evaluated to have legitimate takings claims.

Sloan explained that the next agenda item resolution provides delaying accepting applications for 6 months upon the initiation of the revision of the LUC.

Rory Paxman: Disclosed that his family business may be affected. Doesn't believe in taking people's property rights. Does not support this ordinance.

Curt Wells: Disclosed that he has a personal interest in nightly accommodations.

Evan Clapper: Read the whereas section of the ordinance into the public record.

Motion fails 3-3 with Council Member Paxman, Halliday, and Wells opposed.

P.2. Adopting proposed resolution to initiate proceedings to amend section 4.6 of the Grand County Land Use Code to integrate mixed use and design standards applicable to overnight accommodations developments (Christina Sloan, County Attorney)

Motion by Council Member Paxman to postpone indefinitely. Motion seconded by Council Member Wells carries 6-0.

Q. Approving proposed response letter to Representative Albrecht (Chairman Clapper)

Motion by Council Member Paxman to postpone indefinitely. Motion seconded by Council Member Wells carries 6-0.

R. Adopting proposed ordinance establishing the policies and procedures governing professional ethics and conflicts of interest of Grand County Officers and Employees and repealing and replacing Ordinance No. 462 (Christina Sloan, County Attorney)

Motion by Council Member Wells to adopt the proposed updated Grand County Disclosure Statement and Ordinance Establishing Policies and Procedures Governing Professional Ethics and Conflicts of Interest of Grand County Officers and Employees and Repealing and Replacing Ordinance No. 462 and authorize the Chair to sign all associated documents. Motion seconded by Council Member Morse carries 5-0 with Council Member McGann temporarily out of the room.
Consent Agenda- Action Items

S. Ratifying the emergency purchase order with Clarke of $50,750 in unbudgeted funds for 3000 pounds of Altosid P35 larvicide for the purposes of community health, safety and welfare

T. Ratifying the Clerk/Auditor’s emergency purchase signature on a $21,500 unbudgeted contract between Grand County and Vector Disease Control International LLC (VDCI) for aerial mosquito control services

U. Ratifying the emergency purchase order with Adapco of a Guardian 190G4 ULV fogger for the unbudgeted amount of $8,500 for purposes of community health, safety and welfare

V. Ratifying the Chair’s signature on a grant application for the reconstruction of the Commercial Terminal Apron at Canyonlands Field Airport

W. Ratifying the Chair’s signature on a grant application for the reconstruction of Taxiway A at Canyonlands Field Airport

X. Ratifying the Chair’s signature on a grant application for FY2020 Emergency Management Performance Grant (EMPG) in the amount of $39,100

Y. Ratifying Council Member Halliday’s signature on “Community Wildfire Preparedness Plan for the Wildland-Urban Interface” for Grand County Service Area for Castle Valley Fire Protection

Z. Ratifying the new salary range being announced by the Administrative Office of the Courts for the new Justice Court Judge

AA. Approving contract amendment with STR Helper, now owned by Host Compliance, for validation services of overnight accommodations properties

Motion by Council Member Wells to approve the consent agenda with an amendment to item Z that benefits "may" be included and authorize the Chair to sign all associated documents. Motion seconded by Council Member Paxman carries 5-0 with Council Member McGann temporarily out of the room.

Discussion Items

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

Bryony Hill presented the calendar items and public notices.

CC. Discussion on next steps, such as a possible interlocal agreement and loan for reimbursement, in support of the Moab Mosquito Abatement District (Council Member Wells)

Council Member Wells led a discussion on possible coordination between mosquito abatement and Grand County, as well as a possible interlocal agreement to pay the County back for aerial treatment and a new fogging machine.

DD. Discussion on transition options for the expected vacancy of the Council Administrator position in early 2020 (Ruth Dillon, Council Administrator)

Ruth Dillon presented a couple options for filling the Council Administrator vacancy after her retirement. Depending on the timing of a new form of government the Council may consider hiring a trainee, an assistant administrator, or for an interim committee.

EE. Discussion on 2019 Utah State Tax Reform (Chairman Clapper)

Chair Clapper led a discussion on potential changes being presented for State sales and use taxes and how they may affect Grand County and the City of Moab.
Council Member Wells led a discussion on the possibility of lifting or extending the sunset clause in the HDHO.

Ken Dalton – Indicated that there are water reuse abilities in hotels that could be instituted here.

**Public Hearings- Possible Action Items (none)**

**Closed Session(s) (none)**

**Adjourn**

Chair Clapper adjourned the meeting at 8:01 p.m.

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**ATTEST:**

Chris Baird – Clerk/Auditor

**APPROVE:**

Evan Clapper - Chair
AGENDA ITEM: C

GRAND COUNTY COUNCIL
SPECIAL MEETING

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

Thursday, July 18, 2019

The Grand County Council met in a special 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 Council Chair Evan Clapper at 2:01 p.m. In attendance were Council Members Evan Clapper, Mary McGann, Jaylyn Hawks (via telephone), Greg Halliday, Terry Morse, Council Administrator Ruth Dillon, Clerk-Auditor Chris Baird, and more than a dozen members of the public. Absent were Council Members Curtis Wells and Rory Paxman.

Call to Order

Chair Clapper called the meeting to order at 2:01 p.m.

Presentations (none)

Discussion Items (none)

Action Items – Discussion and Consideration of:

A. Adopting proposed ordinance amending/removing use rights from all zones and/or the overnight accommodations overlay for new/additional overnight accommodations developments, including Table 3.1 (Uses), Section 3.2 Use-Specific Standards, and Section 4.6 Overnight Accommodations Overlay District (Chairman Clapper)

Motion by Council Member McGann to adopt the ordinance amending/removing use rights from all zones and/or the overnight accommodations overlay for new/additional overnight accommodations developments, including Table 3.1 (Uses), Section 3.2 Use-Specific Standards, and Section 4.6 Overnight Accommodations Overlay District and authorize the Chair to sign all associated documents. Motion seconded by Council Member Morse carries 5-0.

B. Adopting proposed resolution to initiate proceedings to amend section 4.6 of the Grand County Land Use Code to integrate mixed use and design standards applicable to overnight accommodations developments, postponed from July 17, 2019 (Christina Sloan, County Attorney)

Motion by Council Member McGann to adopt the resolution to initiate proceedings to amend section 4.6 of the Grand County Land Use Code to integrate mixed use and design standards applicable to overnight accommodations developments and authorize the Chair to sign all associated documents. Motion seconded by Council Member Morse carries 5-0.

C. Adopting proposed ordinance approving land use regulation prohibiting new land use applications or permits for overnight accommodations, including hotels/motels, campgrounds, bed and breakfasts, condominiums and townhomes used for overnight accommodations, or any other uses associated with overnight accommodations for a period of six (6) months (Chairman Clapper)
Motion by Council Member Morse to postpone indefinitely. Motion seconded by Council Member McGann carries 5-0.

Public Hearing (none)

Future Considerations (none)

Closed Session(s) (none)

Adjourn

Chair Clapper Adjourned the meeting at 2:09 p.m.

ATTEST:  

Chris Baird – Clerk/Auditor

APPROVE:

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Evan Clapper - Chair
GRAND COUNTY COUNCIL  
REGULAR MEETING  

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

Tuesday, August 6, 2019  

The Grand County Council met in a 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 Council Chair Evan Clapper at 4:04 p.m. In attendance were Council Members Evan Clapper, Curtis Wells, Mary McGann, Greg Halliday, Terry Morse, Jaylyn Hawks (via telephone for item N-1), Council Administrator Ruth Dillon, County Attorney Christina Sloan, and Clerk-Auditor Chris Baird. Absent was Council Member Rory Paxman.

Call to Order  

Chair Clapper called the meeting to order at 4:04 p.m.

Pledge of Allegiance  

The Pledge of Allegiance was led by Lance Porter

Approval of Minutes (Chris Baird, Clerk/Auditor)  

A. April 16, 2019 (County Council Meeting), Postponed from May 7, 2019  
B. May 7, 2019 (County Council Meeting), Postponed from May 21, 2019  
C. May 21, 2019 (County Council Meeting), Postponed from June 4, 2019  
D. June 4, 2019 (County Council Meeting), Postponed from June 18, 2019  
E. June 10 (Joint County Council Meeting with San Juan County Commissions and SITLA), Postponed from June 18, 2019  
F. June 18, 2019 (County Council Meeting), Postponed from July 2, 2019  
G. July 2, 2019 (County Council Meeting)  
H. July 9, 2019 (Special Meeting with Grand County Elected Officials), Postponed from July 16, 2019  
I. July 16, 2019 (County Council Meeting)  
J. July 18, 2019 (County Council Special Meeting)  

Motion by Council Member McGann to approve item A. Motion seconded by Council member Halliday carries 5-0.

Motion by Council Member McGann to postpone items B – J. Motion seconded by Council Member Halliday carries 5-0.

Ratification of Payment of Bills

Motion by Council Member Morse to ratify the payment of the bills totaling $1,401,840.88 (Payroll - $475,070.67 - Bills - $926,770.21). Motion seconded by Council Member McGann carries 5-0 by roll-call vote.

Council Member Disclosures
Curtis Wells — Disclosed that he is the owner of a nightly rental.
Evan Clapper — Disclosed that he has a permit with the BLM.

General Council Reports and Future Considerations

Greg Halliday: Attended a Museum Board meeting, a Local emergency preparedness committee meeting, and a Veteran’s Motorcycle Association ride.

Mary McGann: Attended a State Tax Reform meeting, a meeting regarding childcare, and a Uranium Tailings Steering Committee meeting.

Curtis Wells: Attended a State Tax Reform meeting, a Mosquito Abatement meeting, and met with Kalen Jones concerning Arches reservation system.

Terry Morse: Attended two Grand Water and Sewer Service Agency meetings, and a Moab Mosquito Abatement District meeting.

Evan Clapper: Attended an Emergency Medical Services Special Service District meeting.

Elected Official Reports

Chris Baird: Reported that the Municipal Election is going well, hired a new staff member.

Council Administrator Report

Ruth Dillon reported that she is working with the Change in Government Study Committee.

Department Reports

K. 2018 Moab Area Travel Council Report (Elaine Gizler, Executive Director)
Elaine Gizler presented on the activities and statistics of the Travel Council for 2018.
Zacharia Levine presented Olivia Holmes as his new VISTA

Agency Reports

L. Solid Waste Special Service District Semi-Annual Report (Evan Tyrrell, District Manager)
Evan Tyrrell presented a semi-annual report of the improvements and activities of the Solid Waste Special Service District.

M. Change in Form of Government Study Committee Update (Stephen Stocks, Study Committee Chair)
Lance Porter gave an update on the Canyon Rims Recreation Area
Larry Ellerton — Gave an update on behalf of Congressman John Curtis' activities and availability.

Citizens to Be Heard

Joe Downard: Read a letter indicating that due to lack of affordable housing and lack of employees that he will not be able to fulfill his lease for a food truck at the Airport and would like to give the opportunity to someone else.

Presentations

N. Presentation on Emery County Lands Bill (also known as the Dingell Jr. Act) (Braden Sheppard, Acting Project Manager, BLM, and Rachel Wooton, BLM public affairs)
Rachel Wooton presented an update and report on the Emery County Lands Bill.

General Business- Action Items- Discussion and Consideration of:

Council Member Hawks joined via telephone at this time.

N-1. Ratifying the County Council's July 18, 2019 adoption of Ordinance 595 amending/removing use rights from all zones and/or the overnight accommodations overlay for new/additional overnight accommodations developments, including Table 3.1 (Uses), Section 3.2 Use-Specific Standards, and Section 4.6 Overnight Accommodations Overlay District and ratifying the Council's July 18, 2019 adoption of Resolution 3180-2019 to initiate proceedings to amend section 4.6 of the Grand County Land Use Code to integrate mixed use and design standards applicable to overnight accommodations developments, postponed from July 17, 2019

Jaylyn Hawks disclosed that she owns a bed and breakfast.

Curtis Wells: Asked how the July 18th meeting was canceled. Chris Baird responded that the Public Notice Website agenda item was amended to include the term canceled both in the title and on the agenda.

Curtis Wells: What was advance notice requirements. Christina Sloan responded 24 hours.

Curtis Wells: Asked if council policy was violated in noticing the changes to the ordinance? Christina Sloan responded that no policies were violated.

Curtis Wells: Asked if the special meeting noticing requirements were met? Chris Baird responded that the County policy for “special meetings” directs to the Open Meetings Act where there is no term defined as “special meeting”. The meeting should have been called an "emergency meeting" in keeping with the nomenclature of the Open Meetings Act. This agenda item is to remove any doubt that action was taken in a properly noticed regular meeting of the Council.

Motion by Council Member McGann to ratify the County Council's July 18, 2019 adoption of Ordinance 595 amending/removing use rights from all zones and/or the overnight accommodations overlay for new/additional overnight accommodations developments, including Table 3.1 (Uses), Section 3.2 Use-Specific Standards, and Section 4.6 Overnight Accommodations Overlay District and ratifying the Council's July 18, 2019 adoption of Resolution 3180-2019 to initiate proceedings to amend section 4.6 of the Grand County Land Use Code to integrate mixed use and design standards applicable to overnight accommodations developments and authorize the Chair to sign all associated documents. Motion seconded by Council Member Morse carries 5-1 with Council Member Wells opposed.

Council Member Hawks left the meeting.

O. Approving proposed bid award to repair the roof at the EMS training center (Shawn Fugit, Facilities Supervisor)

Motion by Council Member McGann to approve the proposed bid award to repair the roof at the EMS Training Center to Triscott Construction, Option 1 (one), in the amount of $37,500 and authorize the Chair to sign all associated documents. Motion seconded by Council Member Morse carries 5-0.

P. Approving proposed bid award to repair the roof at the EMS bus barn (Shawn Fugit, Facilities Supervisor)

Motion by Council Member McGann to approve the proposed bid award to repair the roof at the EMS bus barn to Triscott Construction, Option 2 (two), in the amount of $10,660, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Morse carries 5-0.
Q. Approving Proposed Job Description and a position for Administrative Assistant
within the Maintenance Department at a Grade 4 (Renee Baker, Human Resources
Director and Shawn Fugit, Facilities Supervisor)

Motion by Council Member McGann to approve the proposed job description and a position for
Administrative Assistant within the Maintenance Department at a Grade 4, remove the Lead Technician
position, and authorize the Chair to sign all associated documents. Motion seconded by Council
Member Wells carries 5-0.

R. Approving proposed Option and Ground Lease Agreement with InSite Towers
Development 2, LLC to build a cell tower located at Old Spanish Trail Arena (OSTA)
(Steve Swift, OSTA Director)

Motion by Council Member Wells to postpone. Motion seconded by Council Member Halliday carries 5-0.

S. Approving Justice Court Judge Nominating Commission Appointments (Ruth Dillon,
Council Administrator)

Motion by Council Member McGann to establish a sub-committee of 3 council members including
Terry Morse, Curtis Wells, and Mary McGann to provide a recommendation to the full council. Motion
seconded by Council Member Wells.

Stephen Stocks expressed that the Justice Court Judge is an important position. He urged the Council
to select a diverse commission.

Motion carries 5-0.

T. Approving a letter to the US Forest Service regarding their proposal to revise National
Environmental Policy Act (NEPA) regulations (Council Member McGann)

Mary O'Brien expressed that she disagrees with the proposed revisions to the National Environmental
Policy Act regulations. She supports sending a letter.

Curtis Wells: Agrees with the changes to NEPA, and feels that the changes will increase efficiency and
allow the Forest Service to better do their job. Expressed that the changes are for the purposes of
increasing efficiency and not eliminating public comment. Public comment is still possible at the
discretion of the local forester.

Motion by Council Member McGann to approve the letter to the US Forest Service regarding their
proposal to revise National Environmental Policy Act (NEPA) regulations with examples of local
cooperating agencies and authorize the Chair to sign all associated documents. Motion seconded by
Council Member Morse carries 4-1 with Council Member Wells opposed.

Consent Agenda- Action Items

U. Ratifying the Clerk/Auditor's signature on Grand County Community Wildfire
Preparedness Plan

V. Ratifying the Vice Chair’s signature on a contract amendment for Children’s Justice
Center

W. Ratifying the Vice-Chair’s signature on the Indigent Defense Counsel Grant
Application dated July 29

X. Approving Interlocal Agreement between Grand County and Salt Lake County for
legal services to be provided by Gavin Anderson to the Grand County Change in
Form of Government Study Committee to include drafting of the Optional Plan

Y. Approving Moab Uranium Mill Tailings Remedial Action (UMTRA) Project’s 2019
Annual Statement of Continued Compliance

Z. Approving proposed letter to Russell McCallister, Moab UMTRA Project Federal
Cleanup Director, requesting his support to renew the DOE cost -reimbursable grant
to Grand County
AA. Approving State of Utah contract with Grand County for the operations of Thompson Welcome Center

BB. Approving Contract for Permanent Community Impact Funds (CIB) to obtain permanent easements on 60 miles of Class D roads across SITLA property

CC. Approving an Independent Contractors Agreement with JD McClanahan for professional services in an amount not to exceed $1,500

DD. Approving application for retail beer license for Outerbike located at Moab Brands Trailhead, from October 4th-6th, 2019

EE. Approving temporary waiver of fees for Sand Flats Recreation Area Day Use Fee on September 14, 2019 in commemoration of the 50th anniversary of Slickrock Bike Trail

EE-1. Ratifying Chair's signature on a contract between Portal Vista Homeowners' Association (HOA) and the Grand County Weed Department, for the removal of Russian olive trees for fire prevention, for which Portal Vista HOA will pay.

Kevin Walker: Asked the council to think more about closely accepting this CIB money for D roads.

Greg Halliday: The BLM may close some D roads, and wondered if some of those roads may make paying for some of these easements a waste of money.

Chris Baird explained that this CIB money is not fungible and if not accepted can not be spent or requested for other projects.

Motion by Council Member McGann to approve the consent agenda and authorize the Chair to sign all associated documents. Motion seconded by Council Member Halliday carries 4-0 with Council Member Wells temporarily out of the room.

Discussion Items

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

Bryony Hill presented the calendar items and public notices.

GG. Developing new mixed use, design, and operational standards for overnight accommodations (Zacharia Levine, Community and Economic development Director)

Zacharia Levine led a discussion regarding developing new standards, and collaborating with the city of Moab on establishing similar standards. Zacharia would like to get direction from the Council on what they would like to see.

All Council members present agreed that the bullet points found in the packet were acceptable direction for planning staff at this point.

Public Hearings- Possible Action Items:

HH. Public Hearing to hear public comment on amendments to Ordinance No. 521 "An Ordinance repealing Grand County Code Chapter 8.16 Public Assemblies, Sections 8.16.010 to 8.16.110 and enacting a New Chapter 8.16, Sections 8.16.010 to 8.16.140 Governing the Permitting of Special Events" (Elaine Gizler, Moab Area Travel Council Executive Director and Keri Frandsen, Special Events Coordinator)

Chair Clapper opened the public hearing at 7:17 p.m.

Elaine Gizler and Keri Frandsen presented on the amendments.

Kevin Walker: Special Events frequently negatively affect local residents. Suggested the following revisions - 8.16.120 – Requested that the full council approve special events licenses. 8.16.130 Requested the denial be majority instead of unanimous. Create explicit quota on large events or have the council choose among competing events.
Chair Clapper left the public hearing open for written comments until August 14th at 5 p.m.

II. Public Hearing to hear public comment regarding the Viewgate Terrace High Density Housing Overlay – HDH35b application located at 1248 South Hwy 191 (Zacharia Levine, Community and Economic Development Director)

Chair Clapper opened the public hearing at 7:45 p.m.

Zacharia Levine presented. He explained that the associated Master Plan would need to be complied with, if the overlay rezone were approved.

Sand Sheff – Thinks the location is wrong and inappropriate. Could pollute the drinking water. Ingress/egress is dangerous. Feels that the spring could have been protected. Don’t build a pollution source on top of a water source. Traffic flow has not been addressed. Left turn will be dangerous and chaotic. Project is going to look like a Denver or Chicago ghetto. Would not be proud to vote for this project.

Page Holland: Is a neighbor to this project. For 40 years she’s watched the light play across the valley and fears she will lose that view. Development is threatening the aquifer. The traffic congestion will be dangerous. The numbers of people and tourists are going to reduce her security. No amount of screening with save her view shed. Asks the council to save her view and protect her safety. Asked the council to only allow development on the west side of the property.

Sunny Sheff: Lived next to the property for 40 years. Don’t allow 4 story buildings. Traffic congestion will be dangerous. Concerned about the water – where it is coming from and going. Usually developments are not built right over a spring or water source. Stormwater flooding is dangerous in this location. Another location would be more appropriate. Expressed that the council does not have to approve the HDHO.

Brent Bentley: Owns property to the west of the project. Feels that four stories is too tall. Don’t have to solve the affordable housing problem with one project. Please reduce the density. Is now having drainage issues as a result of earthwork.

Elaine Welling: Lived adjacent to the project for 40 years. Would not like the development to occur near her property. Indicated that the developments would block her view of the sunsets. Brought up that there may be issues with water as they develop the project.

Kevin Walker: On the planning commission but speaking for himself. Can’t turn down a project because of opposition because then we wouldn’t do anything. Key question is where would we put apartments in the valley? There aren’t a lot of options. Has fewer neighbors than a lot of other locations. Is close to town. One of the top ten parcels for a project of this nature. Is also concerned about the water and would like it to be addressed. Should not be in a hurry to extend the sunset clause for the HDHO. Don’t overbuild high density housing.

Shandra Jones, William Hansen, Applicants: Indicated that Kathryn Holyoak wanted something good done with the property. Indicated that he likes doing good deeds. Indicated that he has a history of sustainable energy projects. The previous owners wanted him to build affordable housing on the site. Will build affordable housing if granted the density he is requested. The Hansens want to live on the property, and so are interested in building a good project. The property is paid for. Indicated that if he could build the hotel, that he will build affordable housing. Feels that the economy of scales dictates that affordable housing requires the kind of density he is requesting. Knows how to build affordable housing. Has used opportunity zone funds, and has connections to use them on this project. Reiterated that he would like to do a good deed and help 3-400 people. Project is not intended to impact neighbors. This project is intended to provide affordable housing for local residents. The working residents and families need a place to stay.

Chair Clapper left the public hearing open for written comments until August 14th at 5 p.m.

JJ. Public Hearing to hear public comment regarding the Arroyo Crossing Planned Unit Development application located at 2022 Spanish Valley Drive (Zacharia Levine, Community and Economic Development Director)
Chair Clapper opened the public hearing at 8:41 p.m.

Zacharia presented the PUD application.

Audrey Graham: Chair of Moab Area Community Land Trust. A project by our community and for our community. Time is of the essence for this project due to tax credit funding. Needs to have County approval by September. If they lose this funding they are unlikely to get it again anytime soon. Feels that they have made this a better project as a result of community concerns.

Pat ?, James Green & Scott Lumis: Thanked the council for waiving the development fees. Most of the concerns that were raised were drainage related. Some neighbors to the north were concerned about the transition zone, and so they have rearranged the higher density units away from the northern boundary.

Terry Morse: Asked how the main drainage where it crosses the road is being handled. James Green responded with an explanation for drainage design and engineering. The western arroyos will be routed out the eastern most arroyo. Is required to design detention ponds such that runoff values are less than historic values.

Michelle Hill: Would like to know how the deed protection works. Scott Lumis indicated that if someone qualifies for ownership, they are vested until they leave. For rental properties they have to requalify, but they can go up to 140% of AMI. Michelle expressed concerns about mosquitoes in the detention ponds, and maintaining dark skies. Also, concerned about parking.

Cynthia Smith: Lives across the street from this development. Is happy that the land trust is developing this project and appreciates the land trust is receptive to altering their plans to address her concerns. Say yes in her backyard.

Chair Clapper left the public hearing open for written comments until August 14th at 5 p.m.

Closed Session(s) (none)

Adjourn

Chair Clapper adjourned the meeting at 9:20 p.m.

ATTEST:                 APPROVE:

_________________________  ___________________________
Chris Baird – Clerk/Auditor  Evan Clapper - Chair
AGENDA ITEM: E

GRAND COUNTY COUNCIL
REGULAR MEETING

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

Tuesday, August 20, 2019

The Grand County Council met in a 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 Council Chair Evan Clapper at 4:07 p.m. In attendance were Council Members Evan Clapper, Rory Paxman, Mary McGann, Greg Halliday, Terry Morse, Jaylyn Hawks, Council Administrator Ruth Dillon, County Attorney Christina Sloan, and Clerk-Auditor Chris Baird. Absent was Council Member Curtis Wells.

Call to Order

Chair Clapper called the meeting to order at 4:07 p.m.

Pledge of Allegiance

The Pledge of Allegiance was led by Walt Dabney.

Approval of Minutes (Chris Baird, Clerk/Auditor)

A. May 7, 2019 (County Council Meeting), Postponed from May 21, 2019
B. May 21, 2019 (County Council Meeting), Postponed from June 4, 2019
C. June 4, 2019 (County Council Meeting), Postponed from June 18, 2019
D. June 10 (Joint County Council Meeting with San Juan County Commissions and SITLA), Postponed from June 18, 2019
E. June 18, 2019 (County Council Meeting), Postponed from July 2, 2019
F. July 2, 2019 (County Council Meeting)
G. July 9, 2019 (Special Meeting with Grand County Elected Officials), Postponed from July 16, 2019
H. July 16, 2019 (County Council Meeting), Postponed from August 6, 2019
I. July 18, 2019 (County Council Special Meeting), Postponed from August 6, 2019
J. August 6, 2019 (County Council Meeting)

Motion by Council Member McGann to approve items A, B, & C. Motion seconded by Council Member Morse.

Substitute Motion by Council Member Halliday to approve items A & B with a correction to the payment of the bills in Agenda item B. Motion seconded by Council Member Morse carries 6-0.

Motion by Council Member McGann to postpone items C – J until the next meeting. Motion seconded by Hawks carries 6-0.

Ratification of Payment of Bills

Motion by Council Member Paxman to ratify the payment of the bills totaling $1,437,494.18 (Bills - $1,201,895.53, Payroll - $235,598.65). Motion seconded by Council Member Morse carries 6-0 by roll-call vote.

Council Member Disclosures
Jaylyn Hawks disclosed that she is a partial owner of a bed and breakfast in Grand County.

**Motion** by Jaylyn Hawks to table General Council Reports and future considerations. Motion seconded by Council Member McGann carries 6-0.

**General Council Reports and Future Considerations (Tabled)**

**Elected Official Reports (None)**

**Council Administrator Report**

Ruth Dillon has been working to support the Change in Government Study Committee.

**Department Reports (None)**

**Agency Reports (None)**

**Citizens to Be Heard (None)**

**Presentations**

K. Presentation on Optional Plan for Grand County Government as recommended by the Grand County Change in Form of Government Study Committee (Stephen Stocks, Study Committee Chairperson)

Committee Members Bob Greenberg, Stephen Stocks, Walt Dabney, and Marcy Till gave an update and presentation on their completed Optional Plan for Grand County Government as presented to the County Council and the County Clerk.

Carrie Dabney spoke in favor of the work of the Study Committee and outcome.

**General Business- Action Items- Discussion and Consideration of:**

L. Adopting proposed Safety Incentive Program (Renee Baker, Risk Manager)

**Motion** by Council Member McGann to approve the Team Appreciation and Recognition Program through the Trust and authorize the Chair to sign all associated documents. Motion seconded by Council Member Morse carries 6-0.

M. Approving proposed project list to be submitted to the Grand County Transportation Special Service District for consideration of project funding for 2020 (Bill Jackson, Road Supervisor)

**Motion** by Council Member Halliday to approve the 2020 project list to be submitted to the Grand County Transportation Special Service District for consideration of funding and authorize the Chair to sign all associated documents. Motion seconded by McGann carries 6-0.

N. Approving proposed bid award for the construction of the Arbor/Hecla Subdivisions Road Improvements (Bill Jackson, Roads Supervisor)

**Motion** by Council Member McGann to approve the bid award to Kilgore Companies LLC dba LeGrand Johnson for the Arbor/Hecla Subdivisions Road Improvements in the amount of $824,350.00, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Halliday carries 6-0.
O. Approving Justice Court Judge Nominating Commission appointments
(Subcommittee Members McGann, Morse, and Wells)

Motion by Council Member McGann to nominate the following 3 individuals to serve as volunteers on
the 5-person Justice Court Judge Nominating Commission in order to participate in interviewing final
candidates for Justice Court Judge so as to forward a recommendation of 3 to 5 individuals for
appointment by the County Council:

Kelly Greene Vagts for a four-year term and
Aubrey Davis for an unspecified term and
Marsha Humphreys for an unspecified term.

Motion seconded by Council Member Hawks.

Discussion:

Christina Sloan indicated that a legal representative is missing from the nominating commission and
recommended the Deputy County Attorney.

Mary is not comfortable asking Marsha to step down.

Substitute Motion by Council Member Morse to postpone until 1st meeting in September. Motion
seconded by Council Member Paxman carries 6-0.

P. Approving proposed Option and Ground Lease Agreement with InSite Towers
Development 2, LLC to build a cell tower located at Old Spanish Trail Arena (OSTA),
Postponed from August 6, 2019 (Steve Swift, OSTA Director)

Motion by Council Member McGann to approve the proposed Option and Ground Lease Agreement
with InSite Towers Development 2, LLC to build a cell tower located at Old Spanish Trail Arena (OSTA)
and authorize the Chair to sign all associated documents. Motion seconded by Council Member
Paxman.

Discussion:

McGann: would rather see a larger percentage of profit sharing.

Morse: expressed that the financial arrangements are unacceptable. Has also received comments from
citizens that they do not want a 130’ tower or lighting. Has nothing against telecommunications.

Halliday: Expressed that red lights on towers do not impact dark skies.

Sloan: Indicated that the fall-zone around the tower is undevelopable. Expressed that the agreement is
for 40 years and is uncomfortable with that. There is no profit share but a flat rate instead. Doesn’t think
this makes sense financially nor the best use of Grand County property.

Hawks: Expressed that the terms of the contract are too long. Expressed concerns about an access
road to highway 191.

Steve Swift indicated that if this were approved that the property would have to be rezoned.

Tierney Rowe (Insite Representative): The normal contract is for 55 years, and reduced it to 40 years.
The longer the term the higher the rental rate. Liability insurance also relies on longer terms.
Acquiesced to a price escalator and property reappraisal method for future revenue provided. Indicated
that her supervisor said that this contract is giving the County half of the profit for this tower. If lighting
were to be required by FAA would be compliant with county lighting standards.

Motion fails 3-3 with Council Members Paxman, Hawks, and Halliday in favor and Council Members
Clapper, McGann, and Morse opposed.

Q. Approving proposed recommendations to be forwarded to Rally on the Rocks event
organizers to host the UTV special event in Moab, Utah, 2020 (Council Member
McGann)
Neal Clark: Urged the Council to deny this event. UTVs are incompatible with a quiet community. Fundamentally incompatible with quality of life in Grand Co.

Motion by Council Member McGann to approve permitting of the Rally On The Rocks special event application for a one year probationary period, pending submission of a complete application to include all required permits, along with the request of the Rally On The Rocks Event Holders to implement the proposed recommendations from the Grand County Council as outlined below:

1. No increase in the current number of participants.
2. Require participants to sign a pledge committing to reduce noise levels when in residential and business areas in Moab. The pledge will also include preserving, protecting, and respecting the landscape, the community and the people.
3. Participating vendors at Rally OnThe Rocks must have displayed at their booth or location a poster outlining educational points about preserving, protecting and respecting the local land and community. Each vendor must direct purchasers to read this information before completion of the sale.
4. Hold the event from Tuesday through Saturday, confirming with the Grand County Sheriff and the Moab City police departments scheduling the officers at the designated locations. The event holders will also pay for the cost for the Police Officers.
5. Participants not to ride the UTV in residential areas before 7 am or after 9 pm.
6. Participants to keep within the posted speed limits.
7. Participants to slow down in town due to pedestrian traffic.
8. All participants must watch the UTV educational video on the www.discovermoab.com website to educate about riding in Grand County. Upon registering for the event the event holders are embedding the educational UTV video on their registration page and website. Before the participant can confirm their registration they will have to watch the UTV video before they can move forward to complete registration. The event holders will also have the UTV video running during the events pre-meeting with participants.
9. The Rally On the Rocks organizers will continue to provide financial donations to local organizations in Grand County and Moab as they have done in the past years. Prior donations have resulted in thousands of dollars donated to the community.

Motion seconded by Council Member Hawks.

Shawn Reddish (Event Sponsor): Indicated that he has read and been responsive to citizen concerns. Agrees with the above conditions.

Curt Brewer: Here to promote safety during this event. This is a good controlled event. 5 Officers are designated escorts and are paid by the event sponsor.

Terry Morse: Maximum problem is after 5 p.m. at night with speeding violations.

Amended Motion by Council Member McGann to add requirement that all participant's machines be licensed and have an OEM exhaust. And, add vendors to sections 2, 8, and 9. Motion seconded by Council Member Morse. Motion carries 6-0

Main Amended Motion carries 5-1 with Council Member Clapper opposed.

R. Adopting proposed ordinance approving amendments to Ordinance No. 521 “An Ordinance repealing Grand County Code Chapter 8.16 Public Assemblies, Sections 8.16.010 to 8.16.110 and enacting a New Chapter 8.16, Sections 8.16.010 to 8.16.140 Governing the Permitting of Special Events” (Elaine Gizler, Moab Area Travel Council Executive Director and Keri Frandsen, Special Events Coordinator)

Motion by Council Member Hawks to adopt the proposed amendments to Ordinance No. 521 “An Ordinance repealing Grand County Code Chapter 8.16 Public Assemblies, Sections 8.16.010 to 8.16.110 and enacting a New Chapter 8.16, Sections 8.16.010 to 8.16.140 governing the Permitting of
Special Events" and authorize the Chair to sign all associated documents. Motion seconded by Council Member McGann.

**Substitute Motion** by Council Member Hawks to adopt the proposed amendments to Ordinance No. 521 "An Ordinance repealing Grand County Code Chapter 8.16 Public Assemblies, Sections 8.16.010 to 8.16.110 and enacting a New Chapter 8.16, Sections 8.16.010 to 8.16.140 governing the Permitting of Special Events" with Hawk’s amendments as presented and authorize the Chair to sign all associated documents. Motion seconded by Council Member McGann carries 6-0.

S. Reconsideration of the fencing condition included in Ordinance 594, which applied the HDHO District 5 (HDHO - 5) to 1991 Starbuck Lane (Zacharia Levine, Community and Economic Development Director)

**Motion** by Council Member Hawks to amend Ordinance 594 by removing the six foot (6') tall fencing requirement as a condition of approval for the Starbuck Ln HDHO District 5 application, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Paxman carries 6-0.

T. Adopting a proposed ordinance approving the Arroyo Crossing application for a Planned Unit Development Overlay and associated Master Plan (Zacharia Levine, Community and Economic Development Director)

**Motion** by Council Member McGann to approve the Arroyo Crossing PUD overlay and associated master plan submitted August 5th, 2019, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Morse.

**Discussion:**

Rory Paxman: Asked how property taxes would work for this development. Clerk-Auditor Baird responded that the land trust could apply for a non-profit property tax exemption and the Council would approve/disapprove.

Jaylyn Hawks: Asked if these will be rented or owned. Kaitlin responded that it will be a mix of the two. Would like to preserve the beauty of the land and is concerned about the drainages and concentration of density. Zacharia responded that the land is not publicly owned. Won't get a better shot at affordable housing than this. It is the best model that exists and the land is donated. Hawks responds that while this represents a good opportunity, that we should step back a bit and preserve a greater amount of the desert landscape.

Motion carries 4-2 with Council Members Hawks and Paxman opposed.

U. Approving the proposed ordinance applying the HDHO 35b District to the parcel at 1248 S. Hwy 191 and associated Viewgate Terrace Master Plan and Development Agreement (Zacharia Levine, Community and Economic Development Director)

Zacharia Levine presented an updated development plan revised since the public hearing.

Rory Paxman asked about the spring. Zacharia indicated that the spring issue has been resolved.

Mary McGann is concerned that she hasn’t seen the new proposal. Would like the public to see what is being voted on.

Christina Sloan, addressed the minimum design standards contained within the HDHO. Recommended sending back to the planning commission for enhanced design standards as a component of legislative approval.

Jaylyn Hawks: Appreciates that the developer reduced the density in the Master Plan. Expressed concern about lack of fire department approval, and the ability to service with water and sewer.

Zacharia Levine, not approving this won’t necessarily protect the views, as the underlying rights could block the views as well.

Evan Clapper likes that the situation of the project is useful for affordable housing with its proximity to town and the new University Campus.
Terry Morse: Feels that the densities are too high for the parcel. Would like to move buildings B and C to avoid the aquifer. A little concerned about traffic on 191, but that it will get worked out. Would like this to be brought up at next meeting with thought put into what was discussed tonight.

Rory Paxman: Asked about the location of buildings B and C. The developer responded that he would like to build his home where the building are proposed to be moved.

Motion by Council Member Hawks to postpone until the next meeting with direction to staff to draft the ordinance and master plan to address the items in the staff recommendations and concerns expressed. Motion seconded by Council Member McGann carries 4-1-1 with Council Member Paxman opposed and Council Member Halliday abstaining.

Motion by Council Member McGann to enter closed session to discuss the professional character, competence, or mental health of and individual. Motion seconded by Council Member Morse carries 6-0.

The Council entered closed session at 7:11 p.m.

Motion by Council Member McGann to leave closed session. Motion seconded by Council Member Morse carries 6-0.

The Council left closed session at 7:27 p.m.

Motion by Council Member Hawks to take General Council Reports and Future Considerations off the table. Motion seconded by Council Member McGann carries 6-0.

General Council Reports and Future Considerations

Greg Halliday: Attended a Travel Council meeting, a Transportation Special Service District meeting, and a Thompson Springs Special Service Water District meeting.

Jaylyn Hawks: Visited many rural and urban communities in Japan and they also have signs not to stand on toilets. The way Counties are to be assessed for their Health Department costs made it more expensive for Grand County.

Mary McGann: Met with the Fire Mitigation Group, the Special Events Committee meeting, and Homeless coordinating committee meeting.

Terry Morse: Attended a couple Grand Water and Sewer Service Agency meetings, a Mosquito Abatement District meeting, a Planning Commission meeting, a Soil Conservation District meeting, and a Moab Area Watershed Partnership meeting.

Rory Paxman: Attended a Chamber Luncheon.

Evan Clapper: Met with Trail Mix and Cemetery board meeting. Arches Special Service District only has 2 members on the board. Future Consideration: Letter to Representative Albrecht concerning Overnight Accommodations needs to be delivered now and ratified later. Had a phone meeting with Utah Association of Counties staff regarding the Overnight Accommodations amendments.

Evan Clapper left the meeting at this time and passed the meeting facilitation to vice-chair Morse at 7:33 p.m.

V. Adopting proposed resolution authorizing the filing of cross-appeals for 2019 centrally assessed properties (Chris Baird, Clerk/Auditor)

Motion by Council Member McGann to approve the attached resolution authorizing Thomas W. Peters Esq. to act on behalf of Grand County regarding the filing of cross-appeals for 2019 centrally assessed properties, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Hawks carries 5-0.

W. Approving Interlocal Agreement between the City of Moab and Grand County for election services (Chris Baird, Clerk/Auditor)
Motion by Council Member Hawks to approve the Interlocal Agreement for Election Services with the City of Moab, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Halliday carries 5-0.

X. Approving proposed contract with Armstrong Consultants for work associated with Taxiway A and commercial apron construction, pending formal award of FAA grants (Judd Hill, Airport Manager)

Motion by Council Member McGann to approve the proposed contract with Armstrong Consultants for work associated with Taxiway A and commercial apron construction, pending formal award of FAA grants, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Halliday carries 5-0.

Y. Approving proposed contract with LeGrand Johnson for work associated with Taxiway A and commercial apron construction, pending formal award of FAA grants (Judd Hill, Airport Manager)

Motion by Council Member Halliday to approve the attached Notice of Award to LeGrand Johnson for work associated with taxiway A and commercial apron construction, pending formal award of FAA grants, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Hawks carries 5-0.

Consent Agenda- Action Items

Z. Approving proposed cooperative agreement between Bureau of Land Management, National Park Service, Grand County, Canyonlands Natural History Association, and Manti-La Sal National Forest Service for the operation of the Moab Information Center

AA. Acknowledging receipt of Recommendation & Report and Optional Plan for Grand County Government

BB. Ratifying Chair’s signature as County Representative and Council Administrator’s signature as Project Manager, for the Utah State Indigent Defense Commission Grant Award Agreement for July 1, 2019 through June 30, 2020 (Christina Sloan, County Attorney)

Motion by Council Member McGann to approve the consent agenda and authorize the Chair and administrator to sign all associated documents. Motion seconded by Council Member Halliday carries 5-0.

Discussion Items

CC. Calendar items and public notices (Ruth Dillon, Council Administrator)

Ruth Dillon presented the calendar items and public notices.

Public Hearings- Possible Action Items (none)

Adjourn

Vice Chair Morse adjourned the meeting at 8:03 p.m.
GRAND COUNTY COUNCIL
REGULAR MEETING
Grand County Council Chambers
125 East Center Street, Moab, Utah

Tuesday, September 3, 2019

The Grand County Council met in a 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 Council Chair Evan Clapper at 4:02 p.m. In attendance were Council Members Evan Clapper, Mary McGann, Jaylyn Hawks, Greg Halliday, Terry Morse, Rory Paxman, Council Administrator Ruth Dillon, and Clerk-Auditor Chris Baird. Curtis Wells joined via telephone for agenda items J and X.

Call to Order

Chair Clapper called the meeting to order at 4:02 p.m.

Pledge of Allegiance

The Pledge of Allegiance was led by Evan Tyrrell.

Approval of Minutes (Chris Baird, Clerk/Auditor)

A. June 4, 2019 (County Council Meeting), Postponed from June 18, 2019
B. June 10 (Joint County Council Meeting with San Juan County Commissions and SITLA), Postponed from June 18, 2019
C. June 18, 2019 (County Council Meeting), Postponed from July 2, 2019
D. July 2, 2019 (County Council Meeting), Postponed from July 16, 2019
E. July 9, 2019 (Special Meeting with Grand County Elected Officials), Postponed from July 16, 2019
F. July 16, 2019 (County Council Meeting), Postponed from August 6, 2019
G. July 18, 2019 (County Council Special Meeting), Postponed from August 6, 2019
H. August 6, 2019 (County Council Meeting), Postponed from August 20, 2019
I. August 20, 2019 (County Council Meeting)

Motion by Council Member McGann to approve item C. Motion seconded by Council Member Hawks carries 6-0.

Motion by Council Member McGann to postpone items A, B, and D - I. Motion seconded by Council Member Hawks carries 6-0.

Ratification of Payment of Bills

Motion by Council Member Morse to ratify the payment of the bills totaling $737,731.73 (Bills - $502,133.08, Payroll - $235,598.65). Motion seconded by Council Member Paxman carries 6-0 by roll-call vote.

Council Member Disclosures

Evan Clapper disclosed his involvement with a non-profit applying for a beer permit.
General Council Reports and Future Considerations

Jaylyn Hawks: Attended a retreat for Four Corners Behavioral Health.

Mary McGann: Attended a fire mitigation meeting and decided to create a fire mitigation committee, attended a meeting of the Solid Waste Special Service District, a meeting with Kathleen Clark of the Utah office of public lands regarding a fee on public campgrounds, a Canyon Country Partnership meeting, and a USU advisory board meeting.

Terry Morse: Attended a Recreation Special Service District Board meeting, a USU Advisory Board meeting, and a Planning Commission meeting.

Evan Clapper: Announced the 50th anniversary of the Slickrock Bike trail on Saturday September 14th.

Elected Official Reports

Clerk-Auditor Chris Baird reported that the Budget Advisory Board will begin meeting, and is preparing for the General Municipal election.

Council Administrator Report

Ruth Dillon reported that she helped with mock interviews with high school students, and now has a high school intern working for the next 10 weeks.

Department Reports (None)

Agency Reports (None)

Citizens to Be Heard (None)

Presentations

J. Presentation on USU-Moab campus project update and USU Extension facilities update (Council Member Wells; Michael Johnson, County Director, Utah State University Extension/Grand County; Lianna Etchberger, Assoc. Vice President; Representative Val Potter; Dr. Ken White, USU Extension President, and Carl Albrecht)

Council Member Wells joined via telephone.

The above individuals gave an update on the USU extension project. Ground breaking spring of 2020, completion by spring of 2021, with classes beginning fall 2021.

Roughly $500,000 still needs to be raised to realize the full concept for the extension office. USU staff asked the County to help fund ½ of that amount.

Zacharia Levine reiterate that there is a community reinvestment agency established to help fund projects associated with the new USU campus.

Motion by Council Member Wells to bring agenda item X forward. Motion seconded by Council Member Hawks carries 7-0.

X. Discussion on Arches transportation congestion (Council Member Wells)

Wells and Jones working with CHM Government Services to consult on congestion management options and solutions. 2 day event intended to reach consensus among a group of stake holders. Presented a scope of work in the packet. Requesting $15,000 from the County to cover ½ of the costs of this event. The City of Moab to cover the other half.

Jones would like an opportunity to lay all the facts out at one time. Finish up with dialog, where we agree/disagree, and move forward with a more cohesive vision for what the community wants.
Evan, Terry, Jaylyn would like to move forward with the event. Mary has heard good things about CHM but is concerned about the money.

Dave Erley would like to see reservations at Arches National Park.

K. Separate presentations on ongoing financial needs and obligations for purposes of later determining funding allocations

Representatives from:
1. Canyonlands Health Care Special Service District

Wells left the meeting via telephone at this time.

Kirstin Petersen presented on behalf of the Canyonlands Health Care Special Service District. Requested that contributions be maintained as is for mineral lease.

2. Emergency Medical Services Special Service District

Liz Tubbs presented on behalf of the Emergency Medical Services Special Service District. Requests the same “bottom line” amount as 2019 regardless of where it comes from.

3. Grand County School District

JD Stroder, Jim Webster, and Robert Farnsworth. Requests 50% of State PILT. Maintain the SRS allocation.

4. Recreation Special Service District

Jim Lewis requested more mineral lease allocations for grants and the well.

5. Solid Waste Management #1 Special Service District

Evan Tyrell presented on behalf of the Solid Waste Management Special Service District. Requesting no less than $500,000 combined.

6. Transportation Special Service District

Greg Halliday and Ashley Wareham (staff member) presented on behalf of the Transportation Special Service District. Requested mineral lease funding for storm water mitigation projects.

General Business- Action Items- Discussion and Consideration of:

L. Approving proposed job description and a position for Assistant Director within the Library at a Grade 12 (Carrie Valdes, Library Director and Renee Baker, Human Resources Director)

Motion by Council Member McGann to approve the proposed job description and a position for Library Assistant Director at a Grade 12, approve the revised job descriptions of 1) Library Services Manager (Adult Services), 2) Library Services Manager (Children/Teen Services), 3) Library Director, 4) Library Assistant (FT), 5) Library Clerk (FT) and 6) Facilities Maintenance Technician, and to eliminate the PT positions of Library Clerks and High School Apprentices, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Morse.

Jaylyn Hawks questioned eliminating positions. Carrie Valdes responded that those positions are hard to fill and schedule. Jaylyn responded that it doesn’t look like there is a need for an assistant director. Carrie Valdes responded that the administrative and supervisory load has increased and created a need for an assistant director.

Evan commented that he likes to see succession planning.
Motion carries 4-2 with Hawks and Paxman opposed.

M. Approving volunteer appointment to Canyonlands Health Care Special Service District (Council Member Hawks)

Motion by Council Member Hawks to approve the appointment of Paula Martin, with term expiring 12/31/2020, to serve on the Canyonlands Health Care Special Service District Board, and authorize the Chair to sign all associated documents. Motion seconded by Council Member McGann carries 6-0.

N. Approving Justice Court Judge Nominating Commission appointments, postponed from August 20, 2019 (Subcommittee Members McGann, Morse, and Wells)

Motion by Council Member Morse to nominate the following 3 individuals to serve as volunteers on the 5-person Justice Court Judge Nominating Commission in order to participate in interviewing final candidates for Justice Court Judge so as to forward a recommendation of 3 to 5 individuals for appointment by the County Council and authorize the Chair to sign all associated documents:

Kelly Greene Vagt for a four-year term,
Matt Brooks for an unspecified term, and
Marsha Humphreys for an unspecified term

Motion seconded by Council Member McGann carries 6-0.

O. Approving Sage Creek Condominiums Subdivision Improvement Agreement (Zacharia Levine, Community & Economic Development Director)

Motion by Council Member Hawks to approve the Sage Creek Condominiums Subdivision Improvement Agreement and authorize the Chair to sign all associated documents. Motion seconded by Council Member Halliday

Terry Morse asked about the financial deposit and bonding. Zacharia responded in the affirmative.

Motion carries 5-0 with Council Member McGann temporarily out of the room.

P. Approving proposed bid award to Henderson Builders for infrastructure improvements at Wingate Village Subdivision through the Community Development Block Grant (CDBG) Program (Zacharia Levine, Community & Economic Development Director)

Motion by Council Member Hawks to postpone. Motion seconded by Council Member Paxman carries 5-0 with Council Member McGann temporarily out of the room.

\[\text{Consent Agenda- Action Items}\]

Q. Ratifying Chair's signature on letter to Representative Albrecht regarding overnight accommodations

R. Ratifying the Chair's signature on Footage Release Agreement for the video footage of Moab Slickrock Bike Trail dedication

S. Approving proposed grant application for the annual Emergency Management Performance Grant (EMPG) FY2019 in the amount of $31,280.00

T. Approving application for retail beer license for American Alpine Club, located at Old Spanish Trail Arena on October 25-27, 2019

U. Approving proposed Memorandum of Understanding (MOU) with the Utah County Public Defender's Office

V. Adopting proposed resolution approving Antrobus Minor Record Survey, a three (3) lot subdivision, located at 3100 Juniper Drive

Motion by Council Member Morse to approve the consent agenda and authorize the Chair to sign all associated documents. Motion seconded by Council Member Halliday. Motion carries 5-0-1 with Council Member Clapper abstaining.

Discussion Items
W. Discussion on calendar items and public notices (Ruth Dillon, Council Administrator)

Ruth Dillon presented the calendar items and public notices.

X. Discussion on Arches transportation congestion (Council Member Wells)

Disposed earlier

Public Hearings- Possible Action Items

Y. Public Hearing to hear public input on a proposed rezone application to change from Large Lot Residential (LLR) to Small Lot Residential (SLR) located at 2550 Spanish Valley Drive (Zacharia Levine, Community & Economic Development Director)

Chair Clapper opened the public hearing at 7:07 p.m.

Zacharia Levine presented on this rezone request. The Planning Commission held a public hearing and did not forward a favorable recommendation. Staff recommended denying the rezone request as this request could be made via the High Density Housing Overlay (HDHO) and would be more appropriate.

Art Hines: Clarified that there is not a residence currently on the property. Requested that the rezone be approved as it would better fit their needs over applying for the HDHO. Would like to subdivide to provide affordable housing for his son. Mr. Hines was concerned about the retirement provisions in the HDHO requiring him to retire from employment within Grand Co. Mr. Hines is also concerned about the timeline associated with finalizing the project given the constraints of the HDHO ordinance. Small lot residential zoning is more appropriate for the intended purpose. Disagrees with some of the Planning Commission’s and staff’s findings. Doesn’t believe that this rezone will be a detriment to the neighborhood but rather, will enhance the area. Property has been in the family since 1964. Has a vested interest in their community.

Rory Paxman indicated that Mr. Hines and family have long served Grand County. And, feels that this rezone needs to be approved.

Mary McGann: Which allows more housing, SLR or HDHO? Zacharia responded that the HDHO would provide more density.

Zacharia explained that approving this rezone request doesn’t guarantee any affordable housing be built.

Jaylyn Hawks: Doesn’t feel comfortable forcing the applicant to use the HDHO.

The public hearing will remain open for written comments until September 11th, at 5 p.m.

Z. Public Hearing to hear public comment on a proposed rezone application to change from Range and Grazing (RG) to Highway Commercial (HC), located at 13704 North Highway 191 (Zacharia Levine, Community & Economic Development Director)

Chair Clapper opened the public hearing at 7:37 p.m.

Zacharia presented the rezone application. The Planning Commission held a public hearing and failed to forward a recommendation either to approve or deny. Opposition included view shed concerns, lack of cohesive plans for the area. Some were favorable to a mixed use development. Staff also does not provide a recommendation. There is currently a single residence on the property. A proposed development plan was submitted. However, if the rezone were applied there would be no requirement to conform to the submitted plan.

Christopher Skarda: Huge fan of Moab. Has been visiting for more than 20 years and has seen a substantial amount of growth in tourism. Acknowledged some detrimental effects associated with that growth. Has a solution that can help alleviate some of those issues. Trails north of Moab are second to none. The epicenter for all of the northern trails is in proximity of this property. Building commercial space and lodging in this area may take some demand off the Moab infrastructure. The current options are limited in the area. The property is adjacent to highway commercial property and is appropriate for the area. Would like to develop in a way that is cohesive to the area. Development in this area would be convenient and could help keep business in Grand County.
Greg Halliday: Questioned the availability of water and septic/sewer service. Christopher responded that they are willing to make adjustments to the technical aspects of their plans as necessary.

Michael Skarda indicated that they will develop a public water system well. And, they are on the right side of the fault line to have good availability of water.

Greg Halliday also questioned the ability to develop overnight accommodations given that the underlying zoning request doesn’t allow overnight accommodations.

Michael Skarda responded that the residential lots are for rents of greater than 30 days.

Liz Thomas: Believes this rezone request needs a lot of study. Once this zone change is approved anything can happen. Expressed concern about the view shed. Would like to see a more comprehensive area plan prior to up-zoning any property out there.

Kevin Walker: Is on the Planning Commission. Highway Commercial is the most permissive zone in the county. Doesn't sound like a good idea. We haven't done a good job of managing development. There is a lot of development pressure in the area and it deserves more planning prior to up-zoning properties. Good design standards are currently lacking. 24 acres of highway commercial is a big deal. Most parcels are zoned Resort Special and not Highway Commercial. The Council is under no obligation to approve.

Michael Skarda: There is no overlay that just allows restaurants, and so highway commercial is their only option.

Dave Erley: Expressed concern about tapping into the water system that feeds the springs in Arches National Park. Also concerned about approving massive amounts of commercial activity and its effects on traffic infrastructure. Let’s get infrastructure sorted first.

Micahael Skarda: If the springs in Arches dry out, they must shut down their water system as they will have a lower priority than Arches.

The public hearing will remain open for written comments until September 11th, at 5 p.m.

AA. Public Hearing to hear public input on proposed rezone application from Ranging & Grazing (RG) to Neighborhood Commercial (NC) located at 137 S. Cisco Boat Ramp Road, Cisco (Zacharia Levine, Community & Economic Development Director)

Chair Clapper opened the public hearing at 8:17 p.m.

Zacharia Levine presented on the rezone application. Impetus of the rezone request is to make sure that the Cisco store can re-open. The Planning Commission held a public hearing and forwarded a favorable recommendation. Staff doesn’t have a lot of concerns with this rezone application and recommends approval.

Motion by Council Member Greg Halliday to suspend the rules and vote on the rezone application tonight. Motion seconded by Council Member Rory Paxman. Motion fails 2-3-1 with Paxman and Halliday in favor; McGann, Clapper, and Hawks opposed; and, Morse abstaining.

The public hearing will remain open for written comments until September 11th, at 5 p.m.

BB. Public Hearing to hear public input on Murphy Flats High Density Housing Overlay District 15 (HDHO-15) application located at 1183 Murphy Lane (Zacharia Levine, Community & Economic Development Director)

Chair Clapper opened the public hearing at 8:22 p.m.

Zacharia presented the rezone application. The Planning Commission held a public hearing and forwarded a favorable recommendation. Staff provides a favorable recommendation with some caveats and/or conditions that are contained in the staff report. Applicant is only asking for HDHO rezone and not preliminary plat approval.

Jaylyn Hawks: Are the issues mentioned going to be worked out prior to final action. Zacharia indicated that they won't schedule action until the issues are resolved. Hawks also pointed out that the communities compared to with regard to parking probably have public transportation.
Greg Halliday: Expressed concerns about storm water drainage for this project.
Courtney Kizer responded that their engineer and the County’s engineer have been working on an acceptable drainage plan.

Terry Morse: Has there been any consultation with the fire department? Courtney Kizer responded that they have been working with the fire department from the beginning, and the current master plan reflects the design approved by the fire department. Bothered a little bit by the density and the parking variance. Would be more comfortable if there was more parking.

Courtney Kizer: Will try to make everyone happy even though it is a lofty goal. Believes that density is a solution to sprawl. Proximity to town is important. Smaller units and higher density are more efficient and environmentally friendly.

Steve Evers: This is a good project to provide a solution to affordable housing issues in Grand Co. Will be living on property.

Dave Beirshied: Feels that the applicants can make the HDHO rezone work, and is strongly in favor of the project.

Joe Kingsley: Owns two properties nearby. Would be honored to be a neighbor to this project. Feels that everyone will be proud to be a part of this project. Encourages the Council to move forward.

Marie Maury: Owns nearby property. Has had to deal with storm water drainage problems. Where will children catch the school bus? There is a blind curve. Would like to know what kind of fencing will be built.

David Maury: Not sure that it is the right place for the development. Expressed concern about drainage problems. People move to that area for the space, and not high density and traffic.

Dan McCann: Expressed that we will need housing for students of the new USU campus, and also hopes to see future public transportation.

Sherrie Griffith: Thinks this project will become a good neighborhood. Is on Trail Mix and the Spanish Valley Pathway Committee. Expressed that e-bikes will help people commute without a car, and alleviate the need for some parking.

The public hearing will remain open for written comments until September 11th, at 5 p.m.

Closed Session(s):

1.) Purchase, Exchange, Lease or Sale of Real Property, including any form of water right or water shares

Motion by Council Member McGann to enter closed session to discuss “Purchase, Exchange, Lease or Sale of Real Property, including any form of water right or water shares”. Motion seconded by Council Member Morse carries 6-0.

Council entered closed session at 8:52 p.m.

Motion by Council Member Hawks to leave closed session. Motion seconded by Council Member Morse carries 6-0.

Council left closed session at 9:10 p.m.

Adjourn

Chair Clapper adjourned the meeting at 9:11 p.m.
## Agenda Summary

### Grand County Council Meeting

**October 1, 2019**

**Agenda Item: 1**

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<th>TITLE:</th>
<th>Presentation of Ceremonial Check</th>
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<td><strong>Fiscal Impact:</strong></td>
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<td><strong>Presenter(s):</strong></td>
<td>Dave Ure, Director, SITLA (School and Institutional Trust Lands Administration)</td>
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**Prepared By:**

Lisa Jones
Exec. Asst.
SITLA
675 E. 500 S.
801-538-5110
lsjones@utah.gov

**Background:**

Presentation of check for $287,225 from SITLA PILT funds.

**Attachment(s):**

None
AGENDA ITEM: J

To: Grand County Council

Addendum to Agenda Item:

Subject: Healthcare Sales Tax Allocation Budget year 2020

Date: October 1st, 2019

At the September 17, 2019 Budget Allocation meeting convened by the County Council, the Council voted on allocations to all receiving entities in all categories except the Healthcare Sales Tax. This decision was postponed to the next regular meeting of the Council at the request of the Canyonlands Health Care Special Service District (CHCSSD). Neither the CHCSSD nor the Grand County Emergency Medical Services Special Service District (GCEMSSSD) made any recommendations to the Council regarding the percentage split of the tax collection.

In previous years the respective director/board chair have met to determine a split to recommend to the Council, based upon anticipated needs, and the Council has accepted this recommendation. To date no formal meeting has taken place between the two districts, however the GCEMSSSD has indicated that current circumstances for the District require a change from previous years.

These circumstances are as follows:

- The County has reduced funding to the District from other revenue sources (approximately 150K for the 2020 budget year). This creates a shortfall in the proposed district budget.
- In its first year of operation as an independent district the associated costs were somewhat greater than anticipated in the 2019 budget. Coincidentally the District incurred capital expenditures (2 new ambulances) which were necessitated by the age and condition of those being replaced in order to continue safe and effective service in an environment of ever-increasing call volume. The District also followed the County’s lead by putting in place a salary and wage schedule that was closer to the County’s.
- The District was recently awarded a substantial grant/loan ($4,850,000.00) by the CIB, to build a new EMS facility. This award is only for the building and the District needs to provide the land on which to build. The most cost-effective option is no longer available and, while several other options exist, all of them come with a substantial financial burden.
The Healthcare Sales Tax was enacted and approved by the voters to create a designated revenue stream for two vital community services. The support from the community has been tremendous for both entities. To date the EMS district has never received more than 35% of the collected tax (2019). In previous years the percentage was lower. It is only fair and appropriate that the revenue be split 50-50 between the two recipients, as both were represented in the resolution provided the citizens. The current circumstances of EMS also dictate that an increased revenue stream from this source will allow the district to move ahead without having to request additional funding from the County.

We ask that the Council approve a 50-50 split not only for the 2020 budget year but also for the remainder of the life of this tax.
AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
SEPTEMBER 17, 2019

TITLE: Adopting proposed resolution allocating health care facilities sales and use tax revenues received during calendar year 2020 to eligible entities

FISCAL IMPACT: Chris Baird – Clerk-Auditor & Budget Officer

MOTION:
I move to adopt the resolution “A RESOLUTION OF THE GRAND COUNTY COUNCIL ALLOCATING HEALTHCARE FACILITIES SALES AND USE TAX REVENUES RECEIVED DURING CALENDAR YEAR 2020 TO BE DISTRIBUTED QUARTERLY BY GRAND COUNTY” as drafted per this workshop and authorize the Chair to sign all associated documents.

BACKGROUND:
Per State Code, the County Council is the body that determines the annual allocation of Mineral Lease, State Payment in Lieu of Taxes, Secure Rural Schools, and the Rural Health Care tax funds to eligible entities within Grand County. In addition, there are requests from eligible entities for Transient Room Tax totaling approximately $471,000.

Attached for comparison is a spreadsheet showing allocations received by each District for 2018, and projections for 2019 and 2020.

Overtime each district’s financial positions and needs change. Therefore, it is necessary to evaluate funding priorities using the financial statements, balance sheets, and budgets provided by each district on a year-to-year basis. No assumption should be made that existing allocations will provide equitable priority in future years.

In addition, as transient room taxes are also requested, and these funds may also be used by Grand County to offset its own general fund expenses, Grand County’s financial needs and priorities must also be balanced with the needs and priorities of the districts.

The council maintains the greatest flexibility by evaluating all of the above fund allocations at the same time. This practice provides more options for providing prioritized funding than addressing some funding allocations independent of one another.

As Grand County’s current budget is running approximately $1 million in expenses over revenue, a suggested goal would be to reduce TRT allocations and to send more mineral lease revenue to the Transportation District where it can be used to directly offset General Fund expenditures.

The Budget Officer’s recommendation would free up approximately $438,000 in Grand County’s General Fund.
ATTACHMENT(S):
2. A RESOLUTION OF THE GRAND COUNTY COUNCIL ALLOCATING HEALTHCARE FACILITIES SALES AND USE TAX REVENUES RECEIVED DURING CALENDAR YEAR 2020 TO BE DISTRIBUTED QUARTERLY BY GRAND COUNTY
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<td>$400,000.00</td>
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<td>$400,000.00</td>
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RESOLUTION NO.

A RESOLUTION OF THE GRAND COUNTY COUNCIL
ALLOCATING HEALTHCARE FACILITIES SALES AND USE TAX
REVENUES
RECEIVED DURING CALENDAR YEAR 2020
TO BE DISTRIBUTED QUARTERLY BY GRAND COUNTY

WHEREAS, Utah Code Ann. §17-50-302 authorizes counties to assess and collect taxes as prescribed by statute; and

WHEREAS, Canyonlands Health Care Special Service District, a District formed by Grand County (such district formerly known as the Grand County Hospital Special Service District) and a body politic of the State of Utah, expanded its services by Resolution No. 2610 in May 2003 "to include providing oversight of services for long-term care, acute and chronic care, adult day care, hospice care, emergency medical services, manage and own physician clinics, and meet other health care needs which may or may not be encompassed in the construction, maintenance and operation of a hospital;" and

WHEREAS, Canyonlands Health Care Special Service District owns Canyonlands Care Center, a long-term nursing care facility located in Moab, Grand County, Utah; and

WHEREAS, Senate Bill 176 was introduced into the State's 2014 General Session to clarify that the healthcare facilities sales and use tax could be used for helping to fund operations of a rural county nursing care facility that is owned by a special service district; and

WHEREAS, State Code was modified, effective May 13, 2014, based on passage of Senate Bill 176, to allow a rural county to consider a resolution to effect a healthcare facilities sales and use tax for a nursing care facility owned by a special service district; and

WHEREAS, on May 26, 2016 the Canyonlands Healthcare Special Service District Administrative Control Board requested the Grand County Council to adopt a resolution to initiate the process to ask registered voters in the November 2016 election whether Grand County shall impose a healthcare facilities sales and use tax of up to one-half of one percent to be used as allowed by State statute, including to help fund the operations of Canyonlands Care Center—a long-term care facility in Grand County—and to help fund Grand County Emergency Medical Services; and

WHEREAS, on June 7, 2016, the Grand County Council adopted Resolution No. 3074 to ask registered voters in the November 2016 election whether Grand County shall impose such healthcare facilities sales and use tax in said amount and for said purposes; and

WHEREAS, in the November 2016 election, the ballot proposition passed for imposing a healthcare facilities sales and use tax of up to one-half of one percent to be used as allowed by State statute, including to help fund the operations of Canyonlands Care Center—a long-term care facility in Grand County—and to help fund Grand County Emergency Medical Services; and

Page 1 of 3
WHEREAS, on December 20, 2016, the County Council adopted Ordinance No. 554 to enact the healthcare sales and use tax of exactly one-half of one percent, effective April 1, 2017, and to notify the Utah Tax Commission of same; and

WHEREAS, the Utah Tax Commission was provided a fully executed copy prior to December 31, 2016 of Ordinance No. 554; and

WHEREAS, all monies collected from a tax under Utah Code Ann. §59-12-802 shall be distributed quarterly by the county legislative body; and

WHEREAS, Utah Code Ann. §59-12-802(1)(b) states, “Subject to Subsection (3), the money collected from a tax under this section may be used to fund (ii) for a county of the fifth or sixth class: (A) rural emergency medical services in that county; (B) federally qualified health centers in that county; (C) freestanding urgent care centers in that county; (D) rural county health care facilities in that county; (E) rural health clinics in that county; or (F) a combination of Subsections (1)(b)(ii)(A) through (E).”; and

WHEREAS, Utah Code Ann. § 59-12-802(3)(b) states “The money collected from a tax imposed under Subsection (1) by a county of the fifth or sixth class may only be used to fund:

(i) ongoing operating expenses of a center, clinic, or facility described in Subsection (1)(b)(ii) within that county;

(ii) the acquisition of land for a center, clinic, or facility described in Subsection (1)(b)(ii) within that county;

(iii) the design, construction, equipping, or furnishing of a center, clinic, or facility described in Subsection (1)(b)(ii) within that county; or

(iv) rural emergency medical services within that county.”; and

WHEREAS, Utah Code Ann. § 59-12-802 states “a tax under this section shall be levied for a period of 10 years and may be reauthorized at the end of the ten-year period by the county legislative body as provided in Subsection (1).”

NOW, THEREFORE, BE IT RESOLVED BY THE GRAND COUNTY COUNCIL, STATE OF UTAH, THAT the healthcare facilities sales and use tax revenues received by Grand County from the Utah Tax Commission during calendar year 2019, shall be allocated as follows, and distributed quarterly:

_____% to Canyonlands Healthcare Special Service District

_____% to Grand County Emergency Medical Services Special Services District

Further, County staff shall provide the Grand County Treasurer a copy of this resolution as notification of the Grand County Council’s 2019 allocation of the healthcare facilities sales and use tax revenues.
PASSED AND APPROVED THIS 12TH DAY OF SEPTEMBER, 2019, BY THE FOLLOWING VOTE:

AYE: ____________________________________________________________
NAY: ____________________________________________________________
ABSENT: __________________________________________________________

ATTEST: GRAND COUNTY COUNCIL

__________________________  ________________________________
Chris Baird, Clerk/Auditor   Evan Clapper, Chair
<table>
<thead>
<tr>
<th>Agenda Item</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TITLE:</strong> Approving the 2019 Property Tax Abatements and Cancelations through 9/25/2019.</td>
</tr>
<tr>
<td><strong>FISCAL IMPACT:</strong> The total impact is $210,401.81 of which $71,295.86 is reimbursed by the State leaving a final impact amount of $139,105.95.</td>
</tr>
<tr>
<td><strong>PRESENTER(S):</strong> Chris Kauffman, Grand County Treasurer</td>
</tr>
</tbody>
</table>

**RECOMMENDATION:**

I move to approve the 2019 property tax abatements and cancellations through 9/25/2019 as presented, and authorize the Chair to sign all associated documents.

**BACKGROUND:**

Each year, in accordance with State Law, Grand County accepts applications for property tax abatement from veterans with a service related disability, persons who are legally blind and low income individuals who are over age 64, disabled or experiencing extreme hardship. County approval is mandatory for most of these abatements and the State reimburses a portion of them.

Every year some taxes are canceled or adjusted by the Council for a variety of reasons. Some taxes are incorrectly assessed, others may not be cost effective to collect and courts may order reductions due to appeals of valuation.

**ATTACHMENT(S):**

- Property Tax Abatement Cancelation History Chart
- 2019 Property Tax Relief Table
- Grand County Auditor’s District/Entity Abatement Report (Real Property)
- Grand County Auditor’s District/Entity Abatement Report (Personal Property)
- Grand County Redemption Tax Receipts – showing only cancelations made for prior years taxes
- 2019 Tax Cancelation Summary – breakdown of the cancelations and reasons for each
Grand County Property Tax Abatement/Cancelation History

5 year average $142,802

<table>
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<tr>
<th>Year</th>
<th>Cancelations</th>
<th>Abatements not Reimbursed</th>
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<tr>
<td>2019</td>
<td>5177.55</td>
<td>133928.4</td>
</tr>
<tr>
<td>2018</td>
<td>26297.47</td>
<td>123354.69</td>
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<tr>
<td>2017</td>
<td>13892.67</td>
<td>121935.65</td>
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<tr>
<td>2016</td>
<td>24481.97</td>
<td>108546.28</td>
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<tr>
<td>2015</td>
<td>56663.32</td>
<td>99731.55</td>
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# 2019 Property Tax Relief Table

/Reference Standard 3 [https://propertytax.utah.gov/standards/standard03.pdf/]

<table>
<thead>
<tr>
<th>Type</th>
<th>Mandatory or Discretionary</th>
<th>Entity Determining Eligibility</th>
<th>Funded By</th>
<th>Filing Requirements</th>
<th>Eligible Persons</th>
<th>Eligible Property</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Veterans Exemption 59-2-1104 to 1105</td>
<td>Mandatory</td>
<td>County</td>
<td>County</td>
<td>Annual Verification by Sept 1; proof of service, proof of disability</td>
<td>Veteran with a disability; spouse or minor orphans; disability ≥ 10%</td>
<td>Primary residence</td>
<td>Credit up to $266,670 in taxable value, based on percentage of disability</td>
</tr>
<tr>
<td>Active Duty Armed Forces Exemption 59-2-1104 to 1105</td>
<td>Mandatory</td>
<td>County</td>
<td>County</td>
<td>File by Sept 1 the year after qualifying active duty service was completed, provide evidence of qualifying active duty military service*</td>
<td>Qualified active duty; At least 200 days in a continuous 365-day period outside the state beginning in prior year. **</td>
<td>Primary residence of military member</td>
<td>Total taxable value of the primary residential property</td>
</tr>
<tr>
<td>Blind Exemption 59-2-1106</td>
<td>Mandatory</td>
<td>County</td>
<td>County</td>
<td>File annually by Sept 1; ophthalmologist signed statement</td>
<td>Legally blind as defined by statute; spouse or minor orphans; no income requirements</td>
<td>Real and personal property</td>
<td>Credit of $11,500 in taxable value</td>
</tr>
<tr>
<td>Homeowner’s Credit 59-2-1702 to 1220</td>
<td>Mandatory</td>
<td>County</td>
<td>State General Fund</td>
<td>File annually by Sept 1 with county; signed statement of income</td>
<td>Provide own financial support, 66+ years of age or surviving spouse; income ≤$33,530 Utah resident for entire year</td>
<td>Owner-occupied residence</td>
<td>Credit up to $1,015 based on annual household income</td>
</tr>
<tr>
<td>Homeowner’s Valuation Reduction</td>
<td>Mandatory</td>
<td>County</td>
<td>County</td>
<td>Same as Homeowner’s Credit</td>
<td>Same as Homeowner’s Credit</td>
<td>Same as Homeowner Credit</td>
<td>Credit equal to tax on 20% of fair market value of residence</td>
</tr>
<tr>
<td>Renter’s Credit***</td>
<td>Mandatory</td>
<td>Tax Commission</td>
<td>State General Fund</td>
<td>File annually by Dec 31 with state; signed income statement &amp; gross rent</td>
<td>Same as Homeowner’s Credit</td>
<td>Renter-occupied residence</td>
<td>Credit up to $993 based on household income &amp; percentage of rent paid</td>
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<tr>
<td>Indigent Abatement 59-2-1107 &amp; 1109</td>
<td>Discretionary</td>
<td>County</td>
<td>County</td>
<td>File annually by Sept 1; signed statement of disability or hardship; proof of ownership; other as require by county</td>
<td>65+ years of age, or disabled, or in extreme hardship; income ≤$33,530; residing at property at least 10 months of year</td>
<td>Owner-occupied residence</td>
<td>½ tax due, or max. of $1,015, whichever is less</td>
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<tr>
<td>Indigent Deferral 59-2-1108 &amp; 1109</td>
<td>Discretionary</td>
<td>County</td>
<td>County</td>
<td>Same as indigent abatement; approval of mortgage or trust deed holder.</td>
<td>Same as indigent abatement; hold no income producing assets</td>
<td>Owner-occupied residence</td>
<td>All or any portion of tax; interest accrues; deferral continues until property changes hands.</td>
</tr>
</tbody>
</table>

*Evidence could include: Military Service or Deployment Order, Letter from commanding officer or Travel Voucher/Subvoucher (DD Form 1351-2) (Military Personnel Office)

**Also includes unmarried surviving spouse and minor orphan of a veteran who was killed in action or died in the line of duty under active duty exemption.

***This relief is only indirectly related to property tax; it is to help offset the general tax burden.

Utah Code Ann. Sec 59-2-1347 allows a county, for property assessed by the county, or USTC, for property assessed by the Commission, to accept an amount less than the full amount of taxes due, and allows a county to defer the full amount of taxes due “where, in the judgment of the [county legislative body for property assessed by the county, or USTC for property assessed by the Commission], the best human interests and the interests of the state and the county are served.” The statute also allows a county legislative body to grant retroactive adjustments or deferrals. *Please call Alex Urosevic on (801) 297-3631 with further questions.*
<table>
<thead>
<tr>
<th>District Code &amp; Name</th>
<th>District Rate</th>
<th>Abatement Name</th>
<th>Count</th>
<th>Taxes Abated</th>
<th>Market Value</th>
</tr>
</thead>
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<tr>
<td>008 GREEN RIVER CITY</td>
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<td>009 TOWN OF CASTLE VALLEY</td>
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**Page:** 1
<table>
<thead>
<tr>
<th>District Code &amp; Name</th>
<th>District Rate</th>
<th>Abatement Name</th>
<th>Count</th>
<th>Taxes Abated</th>
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<td>026 DIST 26</td>
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<p>|                        |               | BLIND                       | 5     | 594.48       | 55,941       |
|                        |               | CIRCUIT BREAKER             | 125   | 70,416.89    | 6,527,435    |
|                        |               | COMMISSION ADJUSTMENT       | 17    | 4,363.92     | 410,722      |
|                        |               | INDIGENT                    | 70    | 14,256.53    | 1,322,285    |
|                        |               | 20% CIRCUIT BREAKER         | 101   | 39,400.23    | 3,644,804    |
|                        |               | VETERANS                    | 67    | 78,945.29    | 7,268,222    |
|                        |               | <strong>Grand Totals:</strong>           | <strong>385</strong>| <strong>207,977.34</strong>| <strong>19,229,409</strong>|</p>
<table>
<thead>
<tr>
<th>Entity Code &amp; Name</th>
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<th>Abatement Name</th>
<th>Count</th>
<th>Taxes Abated</th>
<th>Market Value</th>
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15 COUNTY A&C

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## GRAND COUNTY

### Auditor's District/Entity Abatement Report

09/25/2019 11:43AM

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**Grand Total Collected:** 745.72

**Money Breakdown**
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- Check: 745.72
- Charge/ACH: 0.00
- Money Total: 745.72
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**Totals** $4,363.92 $745.72
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<table>
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<tr>
<td>1/30 SIP download 2/5 charged interest</td>
</tr>
<tr>
<td>1/31 SIP download 2/6 charged interest</td>
</tr>
<tr>
<td>Online payment made on time but interest still charged.</td>
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<td>Online payment made on time but interest still charged.</td>
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<table>
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<tr>
<th>MRH, should have been Exempt 2019</th>
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<tr>
<td>Should have been Exempt in 2019, Moab Vly Healthcare</td>
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<td>Owed less than $5 at time of sending tax bill</td>
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AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
OCTOBER 1, 2019

AGENDA ITEM: L

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Approving Stormwater Drainage Easement Agreement between Grand County and Roxanne Bierman for the Arbor Drive improvement project</th>
</tr>
</thead>
<tbody>
<tr>
<td>FISCAL IMPACT:</td>
<td>N/A</td>
</tr>
<tr>
<td>PRESENTER(S):</td>
<td>Bill Jackson, Road Supervisor</td>
</tr>
</tbody>
</table>

RECOMMENDATION:
I move to approve the storm drainage easement agreement between Grand County and Roxanne C Bierman and authorized the Chair to sign all associated documents.

BACKGROUND: The storm drainage easement will help facilitate the gathering and discharge of storm water for the Arbor Drive improvement project.

ATTACHMENT(S):
A. Legal Description
B. Easement Agreement
STORMWATER DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ROXANNE C. BIERMAN, of Moab, Utah ("GRANTOR") hereby grants and conveys unto GRAND COUNTY, a Utah political subdivision ("GRANTEE"), its successor and assigns, an easement to construct, operate, inspect, repair, maintain, replace, and remove a stormwater drainline and related utility services and facilities over, across, and through that portion of the land particularly described in Exhibit A, together with the right of ingress and egress, into, and across the Easement where it intersects any public road or public right-of-way or other easement to which Grantee has the right to access.

GRANTEE shall: 1) restore any existing landscaping, infrastructure, and any other existing features removed during construction of the storm drain line to existing or better condition; 2) level and re-grade the ground disturbed; 3) maintain the Easement clean of all litter and trash during periods of construction, operation, maintenance, and/or repair; and 4) be and remain the owner of the stormwater drainline and its appurtenant facilities located in the Easement.

GRANTOR shall: 1) not construct any permanent structure in or on the Easement area; 2) maintain a minimum of two (2) feet of ground cover over the storm drain pipe; and, except as limited herein, have the right to use and fully enjoy the above-described Easement area.

This Easement shall not be modified or amended except by written instrument executed by each party hereto.

This Easement hereby granted, and all the terms and conditions hereof shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto and the burdens and covenants shall run with the land.
WITNESS the hand of said GRANTOR, this____day of______________, 2019

________________________________________________

BY: ROXANNE C. BIERMAN

STATE OF UTAH )
ss.  
County of Grand )

On this_____day of__________, 2019, Roxanne C. Bierman appeared before me and acknowledged that she executed the same.

________________________________________________

Notary Public
EXHIBIT "A"
PARCEL ID 02-0008-0
SECTION 8, T. 26 S., R. 22 E.
SALT LAKE BASE AND MERIDIAN
GRAND COUNTY, UTAH

A STRIP OF LAND LOCATED UPON PART OF AN ENTIRE TRACT OF LAND OWNED BY BIERMAN, ROXANNE C., (GRANTOR), AS FOUND ON RECORD IN THE OFFICE OF THE GRAND COUNTY RECORDER IN SECTION 8, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN, GRAND COUNTY, UTAH, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF TAX PARCEL 02-0008-0123, SAID POINT BEING LOCATED N0°59'31"W 1142.19 FEET ALONG THE QUARTER SECTION LINE AND S89°00'29"W 1094.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 8, TOWNSHIP 36 SOUTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE S16°28'11"W 136.74 FEET ALONG AND DEPARTING FROM THE EASTERLY LINE OF THE GRANTORS' LAND;

THENCE N73°31'49"W 10.00 FEET;

THENCE N16°28'11"E 136.95 FEET, MORE OR LESS, TO THE NORTH LINE OF TAX PARCEL 02-0008-0123;

THENCE ALONG SAID NORTH LINE OF PARCEL 02-0008-0123 S72°22'00"E 10.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING: 1,368 SQUARE FEET OR 0.031 ACRES, MORE OR LESS.

THE FOLLOWING EXHIBIT ON SHEET 2 OF 2 BY THIS REFERENCE MADE A PART THEREOF.

NOTE: THE BEARINGS USED HEREIN WERE BASED ON UTAH STATE PLANE COORDINATES, CENTRAL ZONE, NAD1983 DATUM BASED ON GPS OBSERVATIONS OF THE MONUMENTS SHOWN HEREON.

SURVEYOR'S CERTIFICATE

I, CORY B. SMITH, A PROFESSIONAL LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, HOLDING CERTIFICATE #11349296 CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY DIRECTION.

I FURTHER CERTIFY THAT THIS PLAT CORRECTLY SHOWS THE DIMENSIONS OF THE PROPERTY SURVEYED TO THE BEST OF MY KNOWLEDGE.

Cory B. Smith
09/25/2019
### Approval of Recruitment for an Administrator in Training

**Title:** Approving the recruitment for an Administrator in Training

**Fiscal Impact:** None in 2019, (Recruitment Costs are budgeted in the 2019 budget)

**Presenter(s):** Renee Baker, HR Director and Ruth Dillon, Council Administrator

**Recommendation:**

1. "I move to approve recruitment for an Administrator-in-Training with the intention of having the current Council Administrator train the individual during early 2020 toward a multi-year Council Administrator contract position to begin March 2020 and end December 31, 2022 with the applicants’ understanding that the form of government will change effective January 1, 2023 with possible impacts to the Administrator position including removal."

or

2. "I move to approve recruitment for an Administrator-in-Training with the intention of having the current Council Administrator train the individual during early 2020 toward an employee Council Administrator position to begin March 2020 with the applicants’ understanding that the form of government will change effective January 1, 2023 with possible impacts to the Administrator position including removal on December 31, 2022."

**Background:**

As stated in previous meetings, Ruth will be retiring at the beginning of March 2020. With the change of government pending as well there will be a 3 year gap in which it would not be feasible set up a ‘resource team’ for that long of a time period to cover the position.

**Attachment(s):**

1. Administrators Job Description
2. Timeline of recruitment and training
**Grand County**

**Job Description**

<table>
<thead>
<tr>
<th>Title:</th>
<th>Council Administrator</th>
<th>Job Code:</th>
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<tr>
<td>Division:</td>
<td>Administration</td>
<td>Effective Date:</td>
<td>09/2017</td>
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<tr>
<td>Department:</td>
<td>County Council</td>
<td>Last Revised:</td>
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</table>

**GENERAL PURPOSE**

Performs executive, administrative and managerial duties as needed to ensure the efficient and effective operations of the non-elected departments of the county council. Serves as the supervisor of Department Heads of the non-elected county departments and as the chief administrator for the Council. Performs administrative duties related to the management responsibilities of the County Council including planning, coordinating, supervision, hiring, and firing.

**SUPERVISION RECEIVED**

Works under the broad policy guidance and direction of the County Council.

**SUPERVISION EXERCISED**

Provides general supervision to department heads including the IT Director and contract employees who are under the purview of the County Council. Provides close to general supervision to the Council Office Coordinator and the Council Office Assistant.

**ESSENTIAL FUNCTIONS**

**Management & Administration:** Oversees day-to-day operations of all non-elected departments; facilitates strategic direction and utilization of departmental resources; prepares, manages and administers the Council Administrator’s budget and the County Council budget. Coordinates with the Clerk/Auditor on the preparation of County budgets with primary emphasis on assisting Department Heads with budget preparation. Makes recommendations regarding the funding of programs and levels of service. Aids direct reports in grant writing, including for Community Impact Fund Board (CIB) applications.

Oversees all necessary functions of the Council’s office. Works with the Council Office Coordinator to provide administrative direction and support to the Council’s Office. Oversees and ensures proper filing of executed documents with the Clerk/Auditor; responds timely to citizen requests via the Clerk/Auditor’s Office for government documents in compliance with the Government Records Access and Management Act (GRAMA).

Coordinates necessary duties regarding special service districts and mineral lease allocations. Monitors county-owned water rights to avoid risk of loss.

**Capital Projects, Contracts & Grants:** Coordinates with the Clerk/Auditor in the administration of contracts and grants as needed. Oversees capital project management in coordination with direct reports. Serves on selection committees to review vendor bids or proposals. Oversees the timely renewal of contracts such as that for public defender, parental defender, professional fireworks display, county owned building lease renewals; negotiates leases and contracts under the purview of the County Council.

**Staffing & Performance Management:** Determines, with the aid of a committee, the hiring of all direct reports. Determines, with the aid of the Human Resources Director, County Attorney, and others as necessary the termination of any direct report; develops performance plans in cooperation with direct reports and conducts periodic performance evaluations; in coordination with the Human Resources Director, administers corrective actions as needed for direct reports.

**Statutory Obligations:** Monitors to ensure that all required notices are posted or published as required by the Open and Public Meetings Act. researches state and local codes. Drafts resolutions, ordinances, proclamations, Memoranda of Understanding, inter-local agreements, Requests for Bids, and other documents for the County Council’s consideration and adoption. Prepares draft agendas and staff reports on complex issues for semi-monthly County Council meetings. Coordinates with the Council Chair to plan the County Council agenda; oversees preparing of staff reports and Council packet.

**Boards & Appointments:** Works with staff members assigned to Boards, Commissions, and Committees. Ensures board chairs are notified of the annual Open and Public Meetings Act trainings, and oversees the board appointment process.

**Policy Development & Implementation:** Ensures that decisions made in the County Council meeting are implemented; assists the County Council to carry out their executive and legislative powers. Ensures staff compliance of Council-adopted policies, resolutions and ordinances among the departments overseen. Coordinates and/or administers training programs as needed, including new direct report and council member orientations. Makes recommendations to the Council about plans, programs, regulations, procedures, and policies that will improve efficiencies and control of departments overseen by the County Council; prepares agendas for and conducts monthly Leadership Team meetings;

**Public Information Officer:** Serves as a public information officer for the County; communicates information on County affairs, programs and plans to the Council, the general public, and the news media. Acts as a liaison for information and communication between Elected Offices, County Departments, and municipalities and other governmental agencies. Oversees the updating of the County’s website as it relates to the Council’s business. Oversees the proper functioning of social media.
Committee Operations: Serves as a member or voting member of various committees, i.e., Property Management Division for disposing of surplus personal and real property owned by the county, Performance Review Committee, Safety and Accident Review Committee, Geographic Information Systems (GIS) Policy Committee, County Council Study Committees and Recreation Oversight Committee. Serves as Cooperator Administrative Contact on Forest Service and BLM agreements as approved by the County Council.

Performs related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:
   A. Graduation from college with master's degree in public administration, political science, business administration, finance, law or a closely related field; AND
   B. Eight (8) years of managerial experience performing above or related duties; OR
   C. An equivalent combination of education and experience.

2. Knowledge, Skills, and Abilities:

   Thorough knowledge of principles and practices of County management/administration, including budgeting, finance, grantsmanship, parliamentary procedure, and program/services evaluation; Utah laws, regulations, and guidelines governing all aspects of county operations; Local, state and federal law, including Utah's Open and Public Meetings Act and Grand County's Form of Government; management concepts and methods related to team building, empowerment and participative leadership; human resource management and principles of supervision; training and staff utilization practices; legal and political issues affecting County operations and management; various revenue sources available to local governments including state and federal sources; principles of negotiation and problem solving. Working knowledge of computer technologies affecting the future of County operations and services. Some knowledge of fund accounting.

   Considerable skill in the art of dispute resolution, diplomacy and cooperative problem solving; management, leadership and organizational behavior; establishing and maintaining effective working relationships with State, Federal, and other local officials, elected officials, subordinate staff, and County residents. Skill in research, report writing, and policy development; the operation of PC Computer, including Microsoft Word, Excel, Outlook and Internet.

   Ability to understand and interpret complex laws, rules, regulations, policies, and guidelines; direct the work of others; plan, organize, and direct, through subordinate staff, the efficient, effective delivery of County programs, services and functions; coordinate effective interdepartmental cooperation among elected offices and departments; develop operating policies and procedures; analyzing and resolving problems arising regarding County programs, services, and function; remain neutral in political matters; establish and maintain effective working relationships with employees, other agencies and the public; communicate effectively, verbally and in writing; implement cooperative problem-solving processes; operate personal computer and various software applications for word processing and spread sheet information; access e-mail and effectively function in a computerized communications environment.

3. Special Qualifications:

   Must be bondable.
   Must respond to emergencies 24/7.
   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.

4. Work Environment:

   Incumbent of the position performs in a typical office setting with appropriate climate controls. Tasks require variety of physical activities, not generally involving muscular strain, such as walking, standing, stooping, sitting and reaching. Occasional minor lifting generally not to exceed 25 lbs. Continuous 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. Periodic daytime and overnight travel required in normal course of job performance.

*****

Disclaimer: The above statements describe the general nature, level, and type of work performed by the incumbent(s) assigned to this classification. They are not intended to be an exhaustive list of all responsibilities, demands, and skills required of personnel so classified. Job descriptions are not intended to and do not imply or create any employment, compensation, or contract rights to any person or persons. Management reserves the right to add, delete, or modify any and/or all provisions of this description at any time as needed without notice. This job description supersedes earlier versions.

I ____________________________ have reviewed the above job description. Date ____________________________

(Employee)
### Administrator-in-Training (2020)

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<th>Feb</th>
<th>Mar</th>
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<th>Jun</th>
<th>Jly</th>
<th>Aug</th>
<th>Sep</th>
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<td>Study Committee recommends Council-Manager form (for 2023)</td>
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<td>2020</td>
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<td>Administrator-in-Training</td>
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<td></td>
<td>Administrator retires and new trained Administrator begins, either as contract thru 12/31/2022 or employee</td>
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<td>If budgeted per needs assessment, Council approves job description for Asst Council Administrator position</td>
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<td>If budgeted and when ready, new Administrator recruits for Asst Council Administrator</td>
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<td>Electorate votes for or against recommended Council-Manager form of govt*</td>
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*If electorate votes against recommended form of govt, it will default to a 3-person Commission per law.
If 3-person Commission is new form, new Commission may remove or retain Administrator position. If retained, Commission fills position.
Statement of Position

Proposed Changes to the Utah State Transient Room Tax Law
by The Utah Association of Counties and Representative Carl Albrecht

The Grand County Council wishes to formally support the proposed changes outlined in UAC’s “Utah’s Transient Room Tax (TRT) 2020 Legislative Suggestion Outline.” Specifically, the section titled, “Suggestions for Modernization,” outlines updates in the TRT formula and what we believe to be an accurate compromise in the effort to bring this law up to date with modern circumstances.

a. Set the Tourism and Promotion floor at 32% (from 47%), and establish a dollar-based floor that is equal to what was spent on marketing and promotion in 2018 (this prevents a loss in revenue, while allowing for growth to be allocated on the 32% formula). This would provide greater flexibility to address growing tourism related infrastructure demands, while also ensuring that the promotional efforts are not harmed.

Grand County would like to see additional language in the bill that will mitigate scenarios in which future overall TRT revenue is in decline and the “2018 floor” provision is relaxed to allow the appropriate share of revenue for mitigation to continue. We respectfully request a draft of the eventual bill itself when it becomes available to allow us the opportunity for feedback at that time. These changes will allow Grand County to both continue to grow and sustain a vibrant tourism economy while enhancing our fiscal capabilities in mitigating the impacts that tourism places on our infrastructure and critical services.

Sincerely,

Evan Clapper
Chair, Grand County Council
## Agenda Summary

**Grand County Council Meeting**

**October 1, 2019**

**Agenda Item:** O

<table>
<thead>
<tr>
<th><strong>Title:</strong></th>
<th>Approving volunteer appointment to the Housing Authority of Southeastern Utah Board</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fiscal Impact:</strong></td>
<td>None</td>
</tr>
<tr>
<td><strong>Preparer(s):</strong></td>
<td>Council Member Hawks, Council Liaison to the Board</td>
</tr>
</tbody>
</table>

### Recommendation:

I move to approve the appointment of Dane Brewer with term expiring 12/31/2023, to serve on the Housing Authority of Southeastern Utah Board, and authorize the Chair to sign all associated documents.

### Background:

The Housing Authority of Southeastern Utah Board met in an open meeting and reviewed one application submitted for one vacancy. The Board voted to forward the recommendation of applicant Dane Brewer to County Council for appointment.

No other applications were received.

### Attachment(s):

1. Board recommendation
2. Application received

---

**Prepared By:**

Bryony Hill  
Council Office Coordinator

**For Office Use Only:**

Attorney Review:

N/A
September 23, 2019

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

RE: Housing Authority of Southeastern Utah Board Recommendation Letter

Dear Grand County Council Members:

The HASU Board of Directors received an application for an open Board position. The Board met September 19, 2019, in an open meeting and interviewed the candidate, Dane Brever. Following the interview, Board members voted unanimously in favor of recommending Mr. Brever to the Council for a term ending 12/31/2023.

Thank you,

Catherine Bonde
HASU Chair
Board and Commission Application and Certification Form

Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or council@grandcountyutah.net

Board or Commission Position Applied For: 

Name: Dane P. Brewer

Mailing Address: 13 Desert Wind Dr.

City: Moab State: UT ZIP Code: 84532

Day Phone: 801-897-0217 Email Address: dane@danesnet.com

In what year did you establish your current residency in Grand County? 2012 (residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; two years' residency prior to assuming board membership is required for Planning Commission)

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) 

Occupation or professional training: Private Commercial Lender

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

1985 - 1998: President & CEO of AdvanTech, Inc (a high tech development company) SLC, UT

1998 - Present: Real Estate Investor

1998 - Present: Studies in Economics, Equities, Options, Bonds & Commodities

2014 - Present: Owner/Manager of Sacred Earth One, LLC (a local Moab Private Money Lender for Commercial Properties in Grand & San Juan Counties). We currently manage over 20 loans on various commercial properties locally. We also provide business consulting to our clients helping them refinance within a 3 year time frame.
List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:


Grand County Resolution 3007 (December 2013) contains the following Board Member requirements:

- Must be a Grand County resident (unless otherwise noted);
- Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled;
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year;
- Board Members shall have the appropriate expertise when required by law;
- Submit applications to the Council’s Office in accordance with the requirements contained in the notice;
- Agree to abide by the County’s Conflict of Interest Ordinance.

Additionally, the State Code has the following requirements for Special Service Districts in Grand County:

- No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;
- No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;
- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County’s Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Signature: [Signature]
Date: 8/22/2019
<table>
<thead>
<tr>
<th>ASSIGNMENT</th>
<th>Vote</th>
<th>Rep/Liaison</th>
<th>Meeting Dates &amp; Times</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airport Board</td>
<td>no</td>
<td>Rory (Alt.- Jaylyn)</td>
<td>1st Mon @ 5pm (if the Monday falls on a Holiday, it will be the following Monday)</td>
<td>Chambers</td>
</tr>
<tr>
<td>Arches SSD Board</td>
<td>yes</td>
<td>Evan</td>
<td>3rd Thurs; monthly @ 4pm</td>
<td>Fairfield Inn &amp; Suites</td>
</tr>
<tr>
<td>Audit Committee</td>
<td>yes</td>
<td>Mary, Jaylyn, Curtis</td>
<td></td>
<td>Chambers</td>
</tr>
<tr>
<td>Boundary Commission</td>
<td>yes</td>
<td>Jaylyn (Alt-Evan)</td>
<td>as needed, at least once a year</td>
<td>Chambers</td>
</tr>
<tr>
<td>Budget Advisory Board</td>
<td>yes</td>
<td>Jaylyn &amp; Evan</td>
<td>as needed</td>
<td>Chambers</td>
</tr>
<tr>
<td>Building Codes Board of Appeals</td>
<td>no</td>
<td>Evan</td>
<td>as needed</td>
<td>Chambers</td>
</tr>
<tr>
<td>Canyonlands Healthcare SSD Board (CHCSSD)</td>
<td>yes</td>
<td>Jaylyn</td>
<td>1st Thurs monthly @ 5:30pm, except for Jan &amp; July will be 2nd Thursday</td>
<td>Hospital room 3</td>
</tr>
<tr>
<td>Catastrophic Wildfire Initiative, Governor's</td>
<td>N/A</td>
<td>Greg</td>
<td>as needed</td>
<td>Regional</td>
</tr>
<tr>
<td>CCP (Canyon Country Partnership)</td>
<td>N/A</td>
<td>Mary</td>
<td>All day: Mar 21, Apr 25, Jun 27, Aug 22, Oct 24, Dec 5</td>
<td>Fire Dept</td>
</tr>
<tr>
<td>Cemetery Maintenance District Board</td>
<td>yes</td>
<td>Evan</td>
<td>2nd Tues @ 6pm, &amp; Dec, Mtg @ 5:30pm</td>
<td>Dist Ofc</td>
</tr>
<tr>
<td>Chamber of Commerce</td>
<td>N/A</td>
<td>Rory</td>
<td>last wed. @ 8:30am</td>
<td>Zions Bank</td>
</tr>
<tr>
<td>Children's Justice Center (CJC) Advisory Board</td>
<td>yes</td>
<td>Mary</td>
<td>Semi-annually 3rd Wed of Feb 21 &amp; Aug 15 @ 12pm</td>
<td>Hospital</td>
</tr>
<tr>
<td>Conservation District, Grand County</td>
<td>N/A</td>
<td>Terry</td>
<td>2nd Tues @ 2pm</td>
<td>Hospital</td>
</tr>
<tr>
<td>Council on Aging Board</td>
<td>no</td>
<td>Terry</td>
<td>2nd Mon every other month, starting Feb @ 12:30pm</td>
<td>Grand Ctr</td>
</tr>
<tr>
<td>Economic Development Corporation of Utah</td>
<td>N/A</td>
<td>Curtis (Zach is proxy)</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Emergency Medical Services SSD</td>
<td>yes</td>
<td>Evan</td>
<td>1st Monday of every month. September meeting will be 2nd Monday. 9am</td>
<td>EMS trg Rm</td>
</tr>
<tr>
<td>Federal Agencies Liaison</td>
<td>N/A</td>
<td>Curtis (Alt. Greg)</td>
<td>TBD</td>
<td>BLM Field Office</td>
</tr>
<tr>
<td>Film Commission Committee</td>
<td>N/A</td>
<td>Curtis</td>
<td>as needed</td>
<td>City Offices</td>
</tr>
<tr>
<td>Historical Preservation Commission (HPC)</td>
<td>no</td>
<td>Greg (Alt.- Mary)</td>
<td>2nd Fri @ 10:00am every other month beginning in January</td>
<td>Grand Center</td>
</tr>
<tr>
<td>Homeless Coordinating Committee</td>
<td>yes</td>
<td>Mary</td>
<td>2nd Wed @ 1:00pm; monthly</td>
<td>Zions Bank</td>
</tr>
<tr>
<td>Housing Authority Board (HASU)</td>
<td>no</td>
<td>Jaylyn</td>
<td>3rd Thur @ 12PM</td>
<td>City Chmbrs</td>
</tr>
<tr>
<td>Housing Task Force, Interlocal</td>
<td>yes</td>
<td>Mary</td>
<td>First Thurs @ 11AM every month</td>
<td>Library</td>
</tr>
<tr>
<td>Key Leader Board (GC School District)</td>
<td></td>
<td>Jaylyn</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Library Board</td>
<td>yes</td>
<td>Evan</td>
<td>2nd Thurs @ 5:30pm every other month, beginning January</td>
<td>Library</td>
</tr>
<tr>
<td>Local Emergency Planning Committee (LEPC)/HAZ</td>
<td>N/A</td>
<td></td>
<td>11:30 am quarterly on Mar 19, Jun 21, Sep 20, except Dec 19 mtg @ 3:30pm</td>
<td>Fire Dept</td>
</tr>
<tr>
<td>Mental Health Board (Four Corners)</td>
<td>yes</td>
<td>Jaylyn</td>
<td>4th Wed @ 2:45pm every other month; Jan, Mar, May, Jul, Sep, Nov</td>
<td>Green Rvr</td>
</tr>
<tr>
<td>Moab Tailings Project Steering Committee (MTP)</td>
<td>yes</td>
<td>Mary, (Alt.- rory)</td>
<td>4th Tues @ 3PM Jan 22, April 23, July 23, &amp; Oct 29</td>
<td>Chambers</td>
</tr>
<tr>
<td>Mosquito Abatement District Board (MMAD)</td>
<td>yes</td>
<td>Terry</td>
<td>1st Monday @ 5:30pm except no mtg in Jan</td>
<td>Dist Ofc</td>
</tr>
<tr>
<td>Museum of Moab</td>
<td>no</td>
<td>Greg</td>
<td>3rd Wed of the month @ 5:30 pm</td>
<td>Museum</td>
</tr>
<tr>
<td>OSTA Advisory Committee</td>
<td>no</td>
<td>Rory</td>
<td>2nd Tues @ 5:30pm</td>
<td>OSTA Conf Rm.</td>
</tr>
<tr>
<td>Performance Review Committee</td>
<td>no</td>
<td>Rotating</td>
<td>Monthly - 3rd Wednesday @ 1:30 pm</td>
<td>Chambers</td>
</tr>
<tr>
<td>Planning Commission</td>
<td>no</td>
<td>Terry</td>
<td>2nd &amp; 4th Tues @ 5pm; monthly</td>
<td>Chambers</td>
</tr>
<tr>
<td>Public Health Board (Health Department)</td>
<td>yes</td>
<td>Jaylyn</td>
<td>4th Tuesday; every other month beg. Jan; 5-7pm</td>
<td>Green Rvr</td>
</tr>
<tr>
<td>Board Name</td>
<td>Assigned</td>
<td>Name</td>
<td>Frequency and Details</td>
<td>Location</td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>----------</td>
<td>----------</td>
<td>--------------------------------------------------------------------------------------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td>Recreation SSD Board</td>
<td>yes</td>
<td>Terry</td>
<td>3rd Wed @ 7PM, except Nov. &amp; Dec. are 2nd Wed.</td>
<td>City Chmbrs</td>
</tr>
<tr>
<td>Sand Flats Stewardship Committee</td>
<td>yes</td>
<td>Evan</td>
<td>2nd Thurs @ 3pm quarterly beginning in March</td>
<td>EMS trg Rm</td>
</tr>
<tr>
<td>SEUALG (Southeastern Utah Association of Local G</td>
<td>yes</td>
<td>Jaylyn</td>
<td>4th Thurs @ 1pm with occasional date changes</td>
<td>Price/Moab</td>
</tr>
<tr>
<td>Solid Waste Management SSD Board</td>
<td>yes</td>
<td>Mary</td>
<td>2nd Thurs @ 4pm, No meeting in July and December's meeting will start at 5pm</td>
<td>District Office</td>
</tr>
<tr>
<td>Special Service Water District Board (GWSSA)</td>
<td>yes</td>
<td>Terry</td>
<td>1st &amp; 3rd Thurs @ 7pm</td>
<td>Water Dist Ofc</td>
</tr>
<tr>
<td>Star Hall Advisory Committee</td>
<td>yes</td>
<td>Mary</td>
<td>as needed</td>
<td></td>
</tr>
<tr>
<td>Thompson Springs Fire District Board</td>
<td>no</td>
<td>Greg</td>
<td>3rd Tuesday of the month, 4pm</td>
<td>Chambers</td>
</tr>
<tr>
<td>Thompson SSD (Water) Board (Elected)</td>
<td>no</td>
<td>Greg</td>
<td>2nd Wed @ 6:30pm</td>
<td>Thompson</td>
</tr>
<tr>
<td>Trail Mix Committee</td>
<td>yes</td>
<td>Evan</td>
<td>2nd Tues @ 11am</td>
<td>Grand Ctr</td>
</tr>
<tr>
<td>Transportation SSD Board</td>
<td>yes</td>
<td>Greg</td>
<td>2nd Tues @ 6:00pm</td>
<td>Road Shed</td>
</tr>
<tr>
<td>Travel Council Advisory Board, Moab Area</td>
<td>no</td>
<td>Rory</td>
<td>2nd Tues @ 3:00pm - no July meeting</td>
<td>Chambers</td>
</tr>
<tr>
<td>USU - Moab Dean's Advisory Board</td>
<td>N/A</td>
<td>Curtis</td>
<td>2nd Thursday Monthly, 3-4PM</td>
<td>USU Moab</td>
</tr>
<tr>
<td>Watershed Partnership, Moab Area</td>
<td>yes</td>
<td>Mary</td>
<td>3rd Wed @ 1-3pm every other month; Jan, Mar, May, July, Sept &amp; Nov</td>
<td>Grand Ctr</td>
</tr>
<tr>
<td>Weed Control Board, Noxious</td>
<td>yes</td>
<td>Rory</td>
<td>1st Mon @ 4pm every other month; Jan 7, March 4, May 6, July 1, Sept 9, Nov 4</td>
<td>Grand Ctr</td>
</tr>
</tbody>
</table>
October 1, 2019

Mr. Michael Skarda
131 1st Avenue, Apt. 701
Salt Lake City, UT 84103
Michael.skarda@gmail.com

Re: Request for Namaste Rock Rezone from Range & Grazing to Highway Commercial
13714 North Highway 191

Dear Mr. Skarda:

We are writing to acknowledge receipt of your voice mail request for feedback following the September 17th County Council meeting in which the proposed subject rezone request failed for lack of a motion. In response to your request, enclosed is the County’s 2012 Future Land Use Plan for your review. We rely on this Plan in guiding our decisions about proposed intensities of development as well as the locations of future commercial and residential development. At this time, we do not believe that the rezone request aligns with the Future Land Use Plan for the area. We trust that you can understand our position.

Sincerely,

Evan Clapper, Chair
Grand County Council

Encl.
CHAPTER 4

THE FUTURE LAND USE PLAN
4.1 Introduction

The Future Land Use Plan (FLUP) consists of a map and associated narrative designations that serve as a guide to where and in what development patterns future growth should occur. This critical element of the General Plan is a physical planning tool to help a community arrive at a future of its own making. The FLUP guides decisions about proposed intensities of development, the locations of future commercial and residential development, incentives for land conservation and incentives for affordable housing development. The FLUP is an advisory plan that lays the foundation for making changes to zoning in the future, but it is not zoning or the zoning map.

The FLUP brings together all of the elements of the General Plan. Chapter 2 Economic and Demographic Trend Summary provided information about future needs for housing and economic growth trends as the FLUP was developed. Chapter 5 Fiscal Impact Analysis of Development Patterns also informed the development of the FLUP by showing the relationship between the location of future development and the cost to the county to serve that development with basic infrastructure and services. Together, the FLUP Map and the narrative FLUP Designations provide an additional layer of detail and clarity to guide implementation of Chapter 3 Vision, Goals and Strategies.

Several mapping analyses were prepared to assist the community in developing the FLUP. The Opportunities and Constraints map (Figure 4.11) identifies land attributes such as areas of 30% or greater slopes, 100-year floodplains, state and federally approved water source protection zones, riparian areas, and agricultural lands cover. The water and sewer service areas for the City of Moab and Grand Water and Sewer Service Agency (GWSSA) (Figure 3.3) were mapped as well as the annexation map for the City of Moab (Figure 3.2).

In order to highlight the importance of the Glen Canyon and Castle Valley aquifers to the communities in the county, the General Plan includes a map of the federally designated sole source aquifer boundaries (Figure 3.4).

The Working Group discussed the FLUP maps and narrative designations and made comments and suggestions. The consultant team then developed a "Future Land Use Plan Work-In-Progress" consisting of a map and narrative land use designations and conducted a week-long series of workshops to get input from the three communities in Grand County: Spanish Valley/Moab, Thompson Springs, and Castle Valley. Further refinements to the FLUP map and narrative designations were made following these workshops.

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* Mapping data sources include: State of Utah GIS Portal (environmental, infrastructure, parcels, land ownership), Grand County (zoning, county roads), City of Moab (annexation area, municipal boundary, water and sewer lines), Environmental Protection Agency (EPA sole source aquifer designations, State of Utah approved drinking water source protection zones), Bureau of Land Management (wilderness study areas, pending transfers from BLM to State of Utah School and Institutional Trust Lands Administration -SITLA- ownership), and Grand Water and Sewer Service Agency (water and sewer lines).
4.2 Incentive-Based Open Space

The 2008 Grand County Land Use Code and zoning map (LUC) establish a base density and associated development rights for all private and State Institutional Land Trust Administration (SITLA) lands in Grand County. The LUC also offers increased density as an incentive for projects that include open space. The FLUP builds on this established conservation program by recommending some changes to the open space incentives, by listing the community’s open space priorities and by offering an optional fee-in-lieu of open space for funding the conservation of high priority open space.

Residential Subdivisions/Developments

The FLUP public involvement process showed strong community support for continuing to implement and adapt the incentive-based open space conservation system established in the 2008 LUC. The FLUP land use designations begin with a base density, which is the same as the density allowed under zoning adopted by the county in the LUC. From these base development rights, applicants for future residential developments are encouraged to set-aside open space in order to increase the gross density of the project, giving them the ability to create more development rights. Open space incentives for residential development vary by designation. The open space set-aside and gross density are both calculated according to the area of the development parcel of the proposed subdivision/development.

While the FLUP establishes general community support for the existing conservation system, the FLUP designations suggest some changes. The FLUP encourages larger, more useful open space areas in residential neighborhoods by recommending greater density bonuses in the Rural Residential designation for developments that set aside at least 40 acres for open space.

Non-Residential Development

The FLUP also offers incentives to set-aside open space for developments that require a change from a residential or agricultural use to a commercial use. This applies to the North Corridor Recreation designation that calls for a 25% open space set-aside for changing from a residential or agricultural use to a commercial use. The Range, Resource, and Recreation designation also calls for a 50% open space set-aside for recreation/resort development.

Fee-In-Lieu of Open Space

The FLUP proposes a fee-in-lieu option collected to help fund high-priority open space purchases. Developers would pay the fee instead of setting aside open space in order to earn a density bonus or the right to change from an agricultural or residential use to a commercial use. This approach would result in accessible or publicly valuable open space instead of fragmented parcels throughout the county. The fee amount will need to be established analytically in order to create an attractive incentive in the Grand County market. Once the fee amount is established, the LUC will need to be amended to include the fee-in-lieu option.

Open Space Priorities

During the February 2011 Open Houses, the community prioritized their preferences for various types of open space using key pad polling. These up-to-date priorities, which are included in the FLUP, call for minor
amendments to the open space standards in the LUC. The priorities list can help determine what areas in a proposed development are acceptable as open space. The priority list can also provide guidance for investing funds collected from the proposed fee-in-lieu. It can also articulate priorities to land conservation entities.

The following list of priorities represent the priority level of each type of open space. The types of open space with the highest priority are encouraged to be set aside first to achieve development incentives, followed by the lower priority types of open space.

**#1 Riparian Areas** - A riparian area is a plant community contiguous to and affected by rivers, streams, drainage-ways or lakes that supports an ecosystem that is distinct from the surrounding areas not affected by hydrologic features.

**#2 100-Year Floodplain** - The 100-year floodplain includes any land area along a river, stream, or drainage way that is susceptible to inundation. The 100-year floodplain is an area with a 1% probability of a flood occurring in any given year.

**#3 Trail Corridors** - Ready access to public lands contributes greatly to quality of life and prosperity in Grand County. Historic routes as well as new opportunities for accessing public lands were identified as a top priority for open space.

**#4 Ridgelines** - The FLUP focuses on ridgelines viewed from major public rights of way: US Highway 191, State Road 128, Mill Creek Road, Spanish Valley Drive and La Sal Loop Road. Skylines and prominent ridgelines in the foreground that define the natural form of the landscape are the highest priority for protection.
4.2 OVERVIEW OF THE INCENTIVE-BASED OPEN SPACE CONSERVATION APPROACH

#5 Agricultural Land - Agricultural land uses include the cultivation of plants and raising of animals useful to humans.

#6 Historic or Archeological Sites - Physical evidence of the county's history and pre-historic human settlement.

#7 Geologic Hazard Areas - Geologic hazards include rock-fall, landslides, debris flows, avalanches, expandable/collapsible soils, and unstable slopes.

#8 Steep Slopes - Thirty percent rise over run is the threshold above which slopes are considered steep. Steep slope instability can threaten structures, roads and other development. Cut-fill excavation and construction on steep slopes can also cause visual impacts and scarring.

Lower Priority - Landscaped site elements such as street buffers and landscaped medians are still considered open space, but are of lower importance than other types of open space. The same is true for other significant natural features visible from public roads such as rock outcroppings, meadows or fields, and mature trees.
4.3 Incentive-Based Affordable Housing

The 2009 Grand County and City of Moab Housing Study and Affordable Housing Plan is the guiding document for affordable housing (Housing Plan). The Future Land Use Plan supports the Housing Plan by clarifying public support for the existing program in the LUC that offers incentives to build affordable housing in exchange for higher levels of residential density. From the base development rights, residential development applicants are encouraged to develop a portion of the units as affordable housing in order to increase the gross density of the project, giving them the ability to create more development rights. Residential density bonus incentives for including affordable housing vary by designation. In exchange for additional density, developers are required to develop a percentage of the total units as affordable housing according to the county's adopted parameters for determining and maintaining affordability.

A significant change called for by the FLUP is that developers are offered an option of paying a fee-in-lieu of these voluntarily-built affordable housing units. The county would collect the fees and use the revenue to help support affordable housing developments and/or programs. The fee amount will need to be established analytically in order to create an attractive incentive in the Grand County market. Once the fee amount is established, the LUC will need to be revised to include the fee-in-lieu option.

Setting incentives for affordable housing is very complex and most programs require frequent adjustments to the incentives. This system needs to be monitored as the housing market recovers from the 2008-2009 recession and evaluated for necessary changes. If the county amends the LUC to include the affordability and income parameters outlined in the Housing Plan, the incentives are also likely to need adjustment. Replacing the current LUC affordability and income eligibility standards with the standards proposed in the Housing Plan would result in lower priced units defined as 'affordable' because the proposed standards target lower income brackets than those in the currently adopted LUC. If these changes are made, maintaining an effective program will require a greater density bonus to make up for the lower price of affordable housing. Careful monitoring and adjustment of the affordable housing incentive program is an important objective in coming years.
4.4 Future Land Use Plan Designations and Map

FLUP designations are intended to give broad direction and set general parameters for the density and uses of private and SITLA lands in the future. FLUP designations are only referenced when a new project application for development is submitted to the county. Implementation of these designations would not affect existing or vested uses.

FLUP designations integrate the underlying zoning districts adopted in the 2008 Land Use Code. The adopted zoning sets the parameters for the density, location and use of land in the unincorporated county. FLUP designations build on the densities and uses allowed under the currently adopted zoning. The FLUP Designation Summaries (Figures 4.1-4.3) provide an abridged explanation of the designations.

Figure 4.1 - FLUP Designation Summary: Compact Housing Near Moab and Rural Development Patterns Further Out.

<table>
<thead>
<tr>
<th>Designation</th>
<th>Parameters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Infill</td>
<td>Single family residential: two units per acre base density and up to 3.2 dwelling units per acre with a 50% open-space set-aside or fee-in-lieu of open space and 25% affordable housing units or fee-in-lieu. Multi family residential: up to 18 dwelling units per acre with a 50% open-space set-aside or fee-in-lieu of open space and 25% affordable housing units or fee-in-lieu.</td>
</tr>
<tr>
<td>Transition Residential</td>
<td>Single family residential: two units per acre base density and up to 3.2 dwelling units per acre with a 50% open-space set-aside or fee-in-lieu of open space and 25% affordable housing units or fee-in-lieu.</td>
</tr>
<tr>
<td>Rural Residential</td>
<td>Single-family residential: one dwelling unit per acre base density and up to 1.6 dwelling units per acre with a 50% open-space set-aside or fee-in-lieu and 25% affordable housing units or fee-in-lieu. Up to 2 units per acre for developments that include (a) a 50% open space set-aside area totaling 40 or more contiguous acres or a fee-in-lieu, (b) has 25% affordable housing units or a fee-in-lieu, and (c) includes multi-modal options (pedestrian/bicycle, at minimum).</td>
</tr>
<tr>
<td>Range, Resource, and Recreation</td>
<td>Residential densities range from one dwelling per five acres up to one dwelling per three acres with a 50% open-space set-aside or fee-in-lieu and 25% affordable housing units or fee-in-lieu. In addition to residential uses this designation includes recreation/resort development, agriculture and development/extraction of natural resources.</td>
</tr>
</tbody>
</table>
CHAPTER 4: FUTURE LAND USE PLAN

4.4 FUTURE LAND USE PLAN DESIGNATIONS AND MAP

Figure 4.2 - FLUP Designation Summary: Opportunities for Economic Vitality

<table>
<thead>
<tr>
<th>Designation</th>
<th>Parameters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rural Center</td>
<td>Ranges in size from 5 to 30 acres and includes neighborhood scale retail, small businesses, local commercial, local tourism, on-site renewable energy and residential neighborhoods. Residential density of up to 3.2 units per acre if it includes (a) 50% open space set-aside area or fee-in-lieu, (b) 25% affordable housing units or a fee-in-lieu, (c) multi-modal options (pedestrian/bicycle, at minimum), and (d) no more than one-half of the total dwelling units are multi-family.</td>
</tr>
<tr>
<td>North Corridor Recreation</td>
<td>Nodes of tourism-oriented, resort commercial development, rural density residential development with sensitivity to scenic resources. Residential densities range from one dwelling per five acres up to one dwelling per three acres with a 50% open-space set-aside or fee-in-lieu and 25% affordable housing units or fee-in-lieu.</td>
</tr>
<tr>
<td>Industry Resource</td>
<td>Economic development opportunities for commercial and industrial land uses and renewable and conventional energy development.</td>
</tr>
<tr>
<td>Highway Mixed Use</td>
<td>A highly accessible and visible land base for business in the unincorporated county.</td>
</tr>
<tr>
<td>General Business</td>
<td>A wide variety of service, sales, and hospitality establishments serving residents, tourists, and other businesses including the possibility for residential upstairs.</td>
</tr>
<tr>
<td>Business Park/Light Industrial</td>
<td>Employment-generating activities including light industrial, light manufacturing, business park, small businesses, renewable energy production, and institutional/civic uses that serve the region.</td>
</tr>
</tbody>
</table>

Figure 4.3 - FLUP Designation Summary: Resource Overlays

| Scenic Corridor Overlay      | Corridors along major highways with high scenic value and areas visible from high use areas in arches national park where site and structure design standards may be applied to minimize impact on scenic resources. |
| Ridgeline Protection Overlay | Area where new structures, buildings, fences, or walls are to be located so that they do not visually disrupt ridgelines as seen from specific public roads in Spanish Valley. |
| Public Drinking Water Source Protection Zones | Drinking water source protection zones referenced in approved water source protection plans approved under the State of Utah's Drinking Water Source Protection program. |

Compact Housing Near Moab and Rural Development Patterns Further Out

The first four land use designations and the FLUP map work together toward the broadly-supported community goal to achieve a compact community where people live near their jobs, shopping, and services. These designations combined with the Future Land Use Plan Map call for urban density neighborhoods, including multi-family housing near Moab with tiers of decreasing density for single-family neighborhoods to the county line.

Proximity between people, goods, and services encourages the use of pedestrian and bike connections for day-to-day activities, thereby reducing both the number and length of vehicle trips. Not only does this reduction in driving save energy, reduce air pollution, and promote healthy lifestyles, but it also saves the county money. Chapter 5 Fiscal Impact of Development Patterns shows that compact development patterns reduce commutes on county roads and save the county money on roads and law enforcement. One additional benefit of a compact development pattern is that higher density housing, especially multifamily housing, tends to be more affordable than lower density single-family housing.

Policies supporting compact development patterns in Grand County date back to the sub-area plans adopted between 1998 and 2003 (Spanish Valley Drive/Mill Creek Drive, Highway 191 North Corridor, North Gateway - all replaced by this GP update). The 2008 LUC implemented the base densities and other components of these sub-area plans.
In addition to the changes to the open space and affordable housing incentives in the LUC described in the previous sections, the FLUP suggest some changes to the development pattern. The area between the City of Moab's pending annexation southwest of the Mill Creek Drive - US Highway 191 intersection and the existing city boundary is designated in the FLUP map as Residential Infill (Figure 4.4). The 2008 LUC Rural Residential zone district for this area promotes a rural development pattern with a base density of one dwelling unit per acre. This area lies between the existing City of Moab boundaries and the pending annexation area, so increased density would result in a compact development pattern with people living close to Moab.

### Residential Infill

This designation encourages housing near Moab (Figure 4.4 and 4.12). The residential infill area includes a mixture of single-family residential (two units per acre base density and up to 3.2 dwelling units per acre with a 50% open-space set-aside or fee-in-lieu of open space and 25% affordable housing units or fee-in-lieu) and multifamily residential development (up to 18 dwelling units per acre with a 50% open-space set-aside or fee-in-lieu of open space and 25% affordable housing units or fee-in-lieu).

### Transition Residential

This single-family residential designation is intended to provide a transition from the Residential Infill designation to the Rural Residential designation (two units per acre base density and up to 3.2 dwelling units per acre with a 50% open-space set-aside or fee-in lieu of open space and 25% affordable housing units or fee-in-lieu). See Figure 4.12.

### Rural Residential

This designation accommodates agriculture and single-family residential uses (1 dwelling unit per acre base density and up to 1.6 dwelling units per acre with a 50% open-space set-aside or fee in lieu and 25% affordable housing units or fee-in-lieu). In order to encourage larger open space parcels that are valued by the community, a project in Rural Residential can achieve a gross density of up to 2 units per acre that includes (a) a 50% open space set-aside area totaling 40 or more contiguous acres or a fee-in-lieu, (b) has 25% affordable housing units or a fee-in-lieu, and (c) includes multi-modal options (pedestrian/bicycle, at minimum). See Figure 4.12.

### Range, Resource, and Recreation

Dispersed pockets of private land and SITLA lands create a patchwork across the recreation landscape and contain a broad range of resources and are encouraged to be used to generate livelihoods and contribute assets to the community (Figure 4.13-4.15). Residential densities range from one dwelling per five acres up to one dwelling per three acres with a 50% open-space set-aside or fee-in-lieu and 25% affordable housing units or fee-in-lieu. Recreation/resort development can create opportunities that align with the backcountry, recreational setting and economy and is therefore included in this designation. Livestock operations and other types of agriculture are a critical link between the economy, the culture and the land so this designation encourages the use of land for agriculture. This designation covers areas with
underlying mineral property rights and therefore includes development_EXTRACTION of natural resources subject to review.

Opportunities for Economic Vitality
The planning process showed strong support for diversifying and expanding the economy. The vision, goals and strategies (Chapter 3) list a range of actions the county can take to help build a sustainable economy. A top priority is to ensure that the FLUP allows opportunities for businesses and organizations to locate, relocate, or expand in the unincorporated county. The following six land use designations combined with the Future Land Use Plan map work together to lay the groundwork for opportunities for economic growth.

The Highway Mixed Use, General Business, and Industrial/Light Industrial designations generally align with the underlying zoning in the 2008 LUC. The concepts in the underlying zoning districts are expanded upon in the designations with purpose statements, context about each designation's role in the community and considerations for interfacing with adjacent neighborhoods.

Rural Center, North Corridor Recreation and Industry Resource encourage changes to the existing zoning and development patterns in order to create opportunities for economic activity. While economic diversification and growth are well-supported by the community, they should not adversely impact community assets, such as scenic resources. To protect scenery and other important resources, these designations also provide incentives for open space conservation.

Rural Center
These can be existing rural centers, or new centers, which typically have public gathering places or community facilities with a mix of land uses associated with them, such as neighborhood scale retail, small businesses, local commercial, local tourism, on-site renewable energy and residential neighborhoods with a diversity of housing types. The total developed area of a new rural center ranges in size from 5 to 30 acres and non-residential elements cover no more than 10 acres. Rural Centers should be located within a travel distance of a half-mile of state or federal highways or municipal streets to minimize travel on county roads.

The residential component of a project in a Rural Center has a base gross density equal to the base density of the underlying zoning in the 2008 LUC but can achieve up to 3.2 units per acre if it includes (a) 50% open space set-aside area or fee-in-lieu, (b) 25% affordable housing units or a fee-in-lieu, (c) multi-modal options (pedestrian/bicycle, at minimum), and (d) no more than one-half of the total dwelling units are multi-family.
CHAPTER 4: FUTURE LAND USE PLAN

4.4 FUTURE LAND USE PLAN DESIGNATIONS AND MAP

There are three rural centers proposed in the FLUP: Thompson Springs, an existing rural center, and two future rural centers, one in the vicinity of the intersection of Spanish Valley Drive and Spanish Trail Road and another near Lemon Lane (Figures 4.5 and 4.13-4.15). These new rural centers arose from the input gathered during the Future Land Use workshops in May 2011 (see Chapter 1, Section 1.3 Community Involvement for details on these workshops).

North Corridor Recreation

This designation encourages nodes of tourism-oriented, resort commercial development, rural density residential development and viable livestock grazing and natural resource development on the private and state lands along US 191 north of Moab and near the north entrance to Moab (Figures 4.6, 4.14 and 4.15). New commercial development requires an open space set-aside of at least 25%. Scenic resources are protected in new developments along this corridor traveled by visitors accessing Moab, the Spanish Valley, Arches, Canyonlands National Park, and millions of acres of other public lands (see scenic corridor overlay). While this designation emphasizes the protection of scenic resources it does not call for limitations on uses allowed under the zoning adopted in the 2008 Land Use Code, including natural resource development.

Figure 4.7 - Transportation Resource along I-70

Industry Resource

Active railways, Interstate 70, US Highway 191 and the airport present economic development opportunities for commercial and industrial land uses and renewable and conventional energy development (Figures 4.7 and 4.14). This designation is focused in areas of private and SITLA lands that are accessible by major components of the transportation system. Water is scarce and the electrical infrastructure has capacity limits or is absent in most areas with this designation, so infrastructure investments will be necessary for most development projects to be possible.

Highway Mixed Use

The highway mixed use corridor is an integral component of the economy providing a highly accessible and visible land base for business in the unincorporated county (Figures 4.8 and 4.15). The historic mixed use pattern along US 191 South of Moab is comprised of businesses that depend on highways for customers as well as mixed use businesses that may or may not depend on highway traffic for customers but need easily accessible, large commercial lots with sewer
and water. Limitations on retail uses in this designation direct sales tax generating activities into Moab or rural centers while maintaining the mixed use land base and avoiding a retail strip development pattern.

The highway mixed use corridor abuts mostly residential property, meaning that the industrial uses are limited to those that are not a nuisance to residents with more intensive uses subject to land use review.

Because the corridor is a prominent entrance to Moab, it is important to balance the flexibility of a mixed use land base with the need to improve the appearances of this gateway. Standards for screening, landscaping, earth tone colors, and non-reflective materials should be applied to new development and major additions/redevelopment.

**General Business**

This designation encourages mixed use with a wide variety of service, sales, and hospitality establishments serving residents, tourists, and other businesses while also including opportunities for businesses to produce and distribute goods (Figure 4.15). Retail sales establishments are unlimited except for those that require a large land base relative to their output (such as a tree nursery). Because this designation sometimes abuts residential neighborhoods and includes residential upstairs of commercial, manufacturing and other intensive uses are limited to those that are not a nuisance to residents and are subject to land use review.

**Business Park/Light Industrial**

This designation should be used to mark the location for future opportunities of employment-generating activities including light industrial, light manufacturing, business park, small businesses, renewable energy production, and institutional/civic uses that serve the region. Typically this designation will range from 20 to 100 acres. The Future Land Use Plan does not include areas designated as Business Park/Light Industrial, but this designation may be utilized in future land use code and General Plan amendments.

**Scenic Resource Protection**

Because the scenery and natural environment are such critical components of the economy and quality of life, residents and business owners strongly support land use standards that protect scenic resources. Policies for scenic resource protection date back to existing sub area plans adopted between 1998 and 2003 (Spanish Valley Drive/Mill Creek Drive, Highway 191 North Corridor, North Gateway). The 2008 LUC implements these policies with narrative standards but
does not provide overlay mapping. The FLUP consolidates and clarifies the long-standing policies for scenic resource protection in these narrative designations and the overlay mapping in the FLUP map.

**Scenic Corridor Overlay**
These are corridors along major highways with high scenic value and areas visible from high use areas in Arches National Park (Figures 4.13-4.15). In order to protect the natural appearance of the open desert and canyon walls and the visibility of the night sky, design guidelines should be adopted within the overlay that consider site design, building heights, parking areas, visual buffers, setbacks, lighting, and signage. Design guidelines should also direct that building color, building design, and exterior materials are compatible with the heritage of the area and exhibit unity of form across buildings. New development is to be designed/sited so that new structures, walls, and fences do not visually disrupt ridgelines as seen from the public road defining the corridor. Development in scenic corridors is to be sited and designed to protect critical attributes. Design guidelines in the scenic corridor overlay should apply to all new developments, other than agricultural uses and single-family development on previously approved parcels or lots. Scenic corridors encompass visible property up to two miles perpendicular from the public road defining the corridor.

**River Road Corridor**
The River Road Corridor, extending along the length of SH 128, has unique characteristics requiring additional planning guidance. In 1998 the County underwent an extensive planning process and developed The River Road Corridor Plan. Many of the policies outlined in the 1998 River Road Corridor Plan have been implemented in the 2008 Land Use Code and the FLUP.
CHAPTER 4: FUTURE LAND USE PLAN

4.4 FUTURE LAND USE PLAN DESIGNATIONS AND MAP

Additional considerations unique to the river road corridor include the following:

- Cluster new development as necessary to protect critical canyon attributes, such as: agricultural fields, roadless areas, 100-year floodplain areas, wildlife and wildlife habitats, native vegetation, the clear night sky, and the natural appearance of steep slopes.
- Principal land uses in the River Road Corridor are to continue to be agriculture, ranching, grazing, and low density residential.
- Low impact commercial development may be appropriate where it can be demonstrated that the impacts of such development are no greater than the residential uses that would otherwise be allowed (see Range, Resource, Recreation FLUP Designation above). Commercial development should reflect the unique character of the corridor and should not be duplicative of services offered elsewhere in the County.
- Additional campgrounds and/or campground expansion is discouraged.
- Proposed uses should not generate excessive traffic. Traffic generation can be evaluated against that of single family development in the RG zone district.
- The tree canopy along the Colorado River is a unique resource and deserves special protection.
- Wildlife habitat should be protected to the extent possible as property is developed.
- Consider establishing a minimum setback for development from the Colorado River.
- Continue to work with UDOT to: improve the SH 128 roadway and its intersections, and to apply for grants or budget funds to further extend the bike lane / path from the 128/191 intersection.
- Avoid changes to SR128 that would significantly increase speeds or change its character as a two-lane moderate speed, winding highway.
- Promote non-native plant removal and river corridor restoration.
- Consult with the Division of Wildlife Resources to protect wildlife from the impacts of new development.
- Support efforts to enhance native fisheries.
- Consider reinstating mandatory PUD requirements in the Range Grazing zone district.

Ridgeline Protection Overlay
New structures, buildings, fences, or walls located within two miles and visible from US Highway 191, State Road 128, Mill Creek Road and Spanish Valley Drive are to be located so that they do not visually disrupt ridgelines as seen from these public roads (Figures 4.9 and 4.15).

Public Drinking Water Source Protection Overlay
The Opportunities and Constraints maps (Figures 4.11 and 4.12) delineate the drinking water source protection zones referenced in water source protection plans approved under the State of Utah's Drinking Water Source Protection program. The purpose of this state-local government cooperative program is to protect public drinking water systems from accidental contamination. Goals and strategies regarding the protection of drinking water call for LUC and Zoning Map amendments to help implement approved water source protection plans (Chapter 3, Vision: Ecology, Water, and Air, Goals 1 and 2). See Figure 5.20 for a list of public water sources that have state approved water source protection zones.

The Town of Castle Valley, although it is a public water provider charged with administering water rights in the town boundaries, is dependent on private groundwater wells. As a result, the town does not currently qualify for source water protection under the state's Drinking Water Source Protection Program.

Figure 4.10- Water Source Protection Zones
Figure 4.11 Opportunities and Constraints
Future Land Use Plan Designations

- General Business
- Highway Mixed Use
- Residential Infill
- Transition Residential
- Rural Residential
- Range, Resource, and Recreation
- Rural Center
- Scenic Corridor
- Highway
- Federal Lands
- BLM Wildness Study Areas
- Local Roads
- Railroad

Figure 4.13
Future Land Use Plan - Northern County

Grand County, Utah - General Plan 2012  77
**AGENDA SUMMARY**

**GRAND COUNTY COUNCIL MEETING**  
**OCTOBER 1, 2019**

<table>
<thead>
<tr>
<th>Agenda Item:</th>
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<tbody>
<tr>
<td><strong>TITLE:</strong></td>
<td>Adopting proposed resolution approving the amendments to Resolution Establishing a Board Appointment Process and Establishing Requirements of Board Members and Commissioners Serving Grand County</td>
</tr>
<tr>
<td><strong>FISCAL IMPACT:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>PRESENTER(S):</strong></td>
<td>Bryony Hill, Council Office Coordinator</td>
</tr>
</tbody>
</table>

**RECOMMENDATION:**
I move to adopt the proposed resolution approving the amendments to Resolution Establishing a Board Appointment Process and Establishing Requirements of Board Members and Commissioners Serving Grand County, and to authorize the Chair to sign all associated documents.

**BACKGROUND:**
On July 16, 2019, County Council adopted Ordinance No. 593, An Ordinance Establishing the Policies and Procedures Governing Professional Ethics and Conflicts of Interest of Grand County Officers and Employees and repealing and replacing Ordinance No. 462.

Ordinance No. 462 is referenced in the Board and Commission Application and Certification Form, which is listed as Exhibit A in Resolution 3007. Because the Conflict of Interest Ordinance has been updated, we need to amend the Resolution that includes the Board Application form with the current Conflict of Interest Ordinance.

**ATTACHMENT(S):**
1. Proposed Resolution (Redlined & Clean copies)
RESOLUTION______________

A RESOLUTION OF THE GRAND COUNTY COUNCIL
AMENDING RESOLUTIONS 3007/2995/2806/2625
ESTABLISHING A BOARD APPOINTMENT PROCESS AND
ESTABLISHING REQUIREMENTS OF BOARD MEMBERS
AND COMMISSIONERS SERVING GRAND COUNTY

WHEREAS, The Grand County Council recognizes there is a need to
create an appointment process for appointing volunteer board members
and commissioners to the various boards and commissions serving
Grand County, as well as Local District and Special Service District non-
elected boards, the Housing Authority of Southeastern Utah board and
the Southeastern Utah District Health Department board (“Boards”) and

WHEREAS, The Grand County Council recognizes there is a need for all
Boards to have the same general requirements for board members and
commissioners including those required by law and

WHEREAS, The Grand County Council shall approve all appointments to
Boards that are under the authority of the Grand County Council
supported by ordinance, resolution, or ordered by state law and

WHEREAS, The Boundary Commission, under the authority of the
Grand County Council, is authorized to make appointments to their
Commission as specified in the enabling documents, and

WHEREAS, The County Committees established by resolution under the
authority of the Grand County Council are each authorized to make
appointments to their committees, if needed, as specified in each such
enabling resolution, or as amended.
County volunteer committees include Moab Tailings Project Steering
Committee, Old Spanish Trail Arena Advisory Committee (with terms),
Sand Flats Stewardship Committee, Star Hall Advisory Committee, and
Trail Mix Committee and other committees as they may be established by
the County Council from time to time.

NOW THEREFORE, THE GRAND COUNTY COUNCIL RESOLVES AS
FOLLOWS:

All Board appointments shall be selected in the following manner:

1. By October 1, the Grand County Council Office (“Council Office”) shall notify the current Board of those members whose terms will
expire at the end of the calendar year. In cases where a vacancy is created during the middle of a board member’s term (mid-term vacancy), the Council Office shall notify the respective Board of the vacancy and post a notice of the vacancy as soon as practically possible.

2. The Grand County Council Office shall post a notice of Board vacancies, including mid-term vacancies, in a local newspaper of record, bulletin boards within the County Courthouse, and on the County’s website. The published notice shall list general requirements for serving on the Board(s) and shall be open until filled, unless the board member whose term expires at year-end expresses in writing their desire to remain on the Board until the vacancy is filled, beyond year-end. The notice shall identify an application due date, after which the Council Office shall forward all submitted applications for review and consideration, including interview of new applicants, by the respective Board for recommendation to the County Council.

3. Interested residents shall submit an official Board, Commission, and Committee Certification and Application Form (“Application”) contained in Exhibit 1 of this Resolution to the Council Office. The Application may be utilized by Committees yet does not apply to those Committees in which membership is attained without appointment.

4. The Council Office shall receive by personal delivery, mail or email all Applications which shall be stamped with the date received. The Council Office shall review that the Applications have been completed and that the applicants meet the requirements for service to the requested Board, and forward all Applications that appear to meet the requirements for service to the appropriate Board Chair and/or staff liaison to the Board for verification of meeting the requirements and consideration for appointment.

5. Boards shall interview all new qualified applicants (Council may be invited to interviews).

6. During the interview process, the Board Members are encouraged to ask questions that verify an applicant’s eligibility of meeting requirements for service contained in this Resolution and other adopted documents including but not limited to: state law, county ordinance, and adopted bylaws of the Board to ascertain an applicant’s qualifications for appointment. The Boards forward recommendation(s) by motions which contain findings as to their recommendation to the County Council; such affirmative Board recommendations shall be in writing from the Board Chair or staff.
liaison, addressed to the County Council, and provided to the Council Office within seven (7) days of the adopted motion and within ninety (90) days’ receipt of applications.

7. The County Council, at the next regular meeting in which appointments may be considered shall appoint a recommended applicant, or an applicant of the Council’s choice, or keep the position open to consider additional applicants. Year-end appointments shall be considered by the County Council after January 1st of the following year.

8. Since the County Council will not have appointed a new member to the Board at the expiration of term, the current board member, if willing and able to continue to serve, shall express in writing their desire to remain on the Board until they are replaced. If such board member is unwilling or unable to remain on the Board, or if such board member does not timely express in writing their desire to remain on the Board until they are replaced, then the position is considered vacant at the expiration of term, until filled.

8. In the event that an ordinance is in conflict with this resolution, the ordinance shall prevail.

9. All general Board Members shall:

9. General Board Member Requirements:

   a. Must be a Grand County Resident unless otherwise indicated by Ordinance, Land Use Code, or Board Bylaws approved by the County Council.

   b. Terms shall be for four years, unless a shorter or longer period is required by law, such as a partial term created by a mid-term vacancy, which appointment shall be made in the first Council meeting in January of each year for year-end appointments is a partial term.

   c. Take

   a. All terms shall end December 31st with the new member taking office the first meeting following appointment by the County Council. Upon Council Office receipt of affirmative written Board member recommendation(s), annual year-end appointments
shall be made in the first January County Council meeting of the following year.

c.

d. **Board Members shall have the appropriate expertise when required by law.**

e. **Submit applications to the Council Office in accordance with the requirements contained in the notice.**

f. **Agree to abide by the County’s Conflict of Interest Ordinance;**

g. **Neither receive nor be compensated for service on the Board.**

10. **All Special Service District Board Members Requirementsshall:**

   a. **Special Service District Board Members shall meet the requirements of the enabling documents for the special service district and of this section and the current applicable state code requirements, including the Special Service District Act, as amended;**

   a. **Not be employed by the special service district;**

   b. **No appointed member of the Board may be a full or part-time employee of the district while serving on the Board.**

   b. **No person employed by a special service district as a full-time or part-time employee may serve on the governing Board of the district.**

   c. **A board member may not receive nor be compensated separately as a board member and as an employee for providing the same service for service on the Board.**

   c. **Each trustee/board member appointed by the County legislative body shall be an elector of the district.**

   b. **Some districts require board member residency within the district’s geographical boundaries.**

**IT IS FURTHER RESOLVED THAT:**

11. **Boards are encouraged to amend their Bylaws to reflect the established appointment process and requirements.**

12. **Members who are currently serving on Boards who do not meet the requirements stated in this document shall be replaced once their term is completed.**
13. In the event that an ordinance is in conflict with this resolution, the ordinance shall prevail.

APPROVED THIS ________DAY OF_______________________,
2013_______2019, BY THE FOLLOWING VOTE:

AYE: ____________________
NAY: ____________________
ABSENT: ____________________

ATTEST: GRAND COUNTY COUNCIL

_____________________________  _____________________________
Diana Carroll  Chris Baird, Clerk/Auditor  Gene Ciarus  Evan Clapper, Chair
EXHIBIT 1: APPLICATION
Board and Commission Application and Certification Form

Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or council@grandcountyutah.net

Board or Commission Applied For: ______________________________

Name: ______________________________

Mailing Address: ______________________________

City: ______________ State: __________ ZIP Code: _____

Day Phone: ______________ Email Address: __________________

In what year did you establish your current residency in Grand County? ________
(residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; two years’ residency prior to assuming board membership is required for Planning Commission)

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) __________________

Occupation or professional training: ______________________________

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

____________________________________________________________

____________________________________________________________

____________________________________________________________

____________________________________________________________

____________________________________________________________

____________________________________________________________

____________________________________________________________

____________________________________________________________

____________________________________________________________
List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

_____________________________________________ ______________
_____________________________________________ ______________
_____________________________________________ ______________
_____________________________________________ ______________
_____________________________________________ ______________
_____________________________________________ ______________

Grand County Resolution 3007 (December 2013) contains the following Board Member requirements:

CERTIFICATION
• Must be a Grand County resident unless otherwise indicated in Board Bylaws or Ordinance approved by the County Council;
  • Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled;
  • All terms shall end December 31st with the new member taking office the first meeting following appointment by the County Council. Such year-end appointments shall be made in the first January County Council meeting of the following year;
    • Board Members shall have the appropriate expertise when required by law;
    • Submit applications to the Council’s Office in accordance with the requirements contained in the notice;
    • Agree to abide by the County’s Conflict of Interest Ordinance.

Additionally, the State Code has the following requirements for Special Service Districts in Grand County:
• No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;
• No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;
• A Board Member may not be compensated separately as a Board Member as an employee for providing the same service;
• Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

I have read Resolution No. _____, I understand the eligibility requirements for serving on the above-named Board or Commission, and I certify, that all the information on this form is true and correct and I meet the requirements listed above.

Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read and understand the County’s Professional Ethics and Conflict of Interest Ordinance (No. 462____, November 2007) (INSERT DATE), including my duty to disclose non-restricted conflicts of interest prior to relevant discussions and votes and recuse myself from discussions and votes involving my restricted conflicts of interest and do not have any inherent conflicts in serving on the Board or Commission to which I have applied.
If appointed, I agree to faithfully attend the meetings and adhere to the State law, County resolution and ordinance, and the Bylaws that govern the Board or Commission on which I am appointed to serve. I agree to abide by this Ordinance.

Signature: ____________________________  Date: _____________________
RESOLUTION

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elected boards, the Housing Authority of Southeastern Utah board and
the Southeastern Utah District Health Department board (“Boards”); and

WHEREAS, The Grand County Council recognizes there is a need for all
Boards to have the same general requirements for board members and
commissioners including those required by law; and

WHEREAS, The Grand County Council shall approve all appointments to
Boards that are under the authority of the Grand County Council
supported by ordinance, resolution, or ordered by state law.

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vacancy), the Council Office shall notify the respective Board of the
vacancy and post a notice of the vacancy as soon as practically
possible.

2. The Council Office shall post a notice of Board vacancies, including
mid-term vacancies, in a local newspaper of record, bulletin boards
within the County Courthouse, and on the County’s website. The
published notice shall list general requirements for serving on the
Board(s) and shall be open until filled, unless the board member
whose term expires at year-end expresses in writing their desire to
remain on the Board until the vacancy is filled, beyond year-end.
The notice shall identify an application due date, after which the
Council Office shall forward all submitted applications for review and consideration, including interview of new applicants, by the respective Board for recommendation to the County Council.

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6. During the interview process, the Board Members are encouraged to ask questions that verify an applicant’s eligibility of meeting requirements for service contained in this Resolution and other adopted documents including but not limited to: state law, county ordinance, and adopted bylaws of the Board to ascertain an applicant’s qualifications for appointment. The Boards forward recommendation(s) by motions which contain findings as to their recommendation to the County Council; such affirmative Board recommendations shall be in writing from the Board Chair or staff liaison, addressed to the County Council, and provided to the Council Office within seven (7) days of the adopted motion and within ninety (90) days’ receipt of applications.

7. The County Council, at the next regular meeting in which appointments may be considered shall appoint a recommended applicant, or an applicant of the Council’s choice, or keep the position open to consider additional applicants. Year-end appointments shall be considered by the County Council after January 1 of the following year.

8. Since the County Council will not have appointed a new member to the Board at the expiration of term, the current board member, if willing and able to continue to serve, shall express in writing their desire to remain on the Board until they are replaced. If such
board member is unwilling or unable to remain on the Board, or if such board member does not timely express in writing their desire to remain on the Board until they are replaced, then the position is considered vacant at the expiration of term, until filled.

9. All general Board Members shall:
   
a. Be a Grand County Resident unless otherwise indicated by Ordinance, Land Use Code, or Board Bylaws approved by the County Council;
b. Be appointed to 4-year terms, unless a shorter or longer period is required by law, such as a partial term created by a mid-term vacancy, which appointment shall be made in the first Council meeting in January of each year for year-end appointments;
c. Take office the first meeting following appointment by the County Council;
d. Have the appropriate expertise when required by law;
e. Submit applications to the Council Office in accordance with the requirements contained in the notice;
f. Agree to abide by the County’s Conflict of Interest Ordinance;
g. Neither receive nor be compensated for service on the Board.

10. All Special Service District Board Members shall:
   
a. Meet the requirements of the enabling documents for the special service district and applicable state code requirements, including the Special Service District Act, as amended;
b. Not be employed by the special service district;
c. Neither receive nor be compensated for service on the Board.

11. Boards are encouraged to amend their Bylaws to reflect the established appointment process and requirements.

12. Members who are currently serving on Boards who do not meet the requirements stated in this document shall be replaced once their term is completed.

13. In the event that an ordinance is in conflict with this resolution, the ordinance shall prevail.
APPROVED THIS ________ DAY OF ____________________, 2019,
BY THE FOLLOWING VOTE:

AYE: __________________________
NAY: __________________________
ABSENT: ______________________

ATTEST: __________________________
GRAND COUNTY COUNCIL

__________________________  _____________________________
Chris Baird, Clerk/Auditor    Evan Clapper, Chair
Board and Commission Application and Certification Form

Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or council@grandcountyutah.net

Board or Commission Applied For: ________________________________

Name: _________________________________________________________

Mailing Address: ________________________________________________

City: ___________________  State: ___________  ZIP Code: __________

Day Phone: _______________  Email Address: _______________________

In what year did you establish your current residency in Grand County? ________
(residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; two years’ residency prior to assuming board membership is required for Planning Commission)

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) ________________________________

Occupation or professional training: _________________________________

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________
List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

CERTIFICATION

I have read Resolution No. _____, I understand the eligibility requirements for serving on the above-named Board or Commission, and I certify, that all the information on this form is true and correct.

Additionally, I have read and understand the County’s Professional Ethics and Conflict of Interest Ordinance No. 593 (2019), including my duty to disclose non-restricted conflicts of interest prior to relevant discussions and votes and recuse myself from discussions and votes involving my restricted conflicts of interest.

If appointed, I agree to faithfully attend the meetings and adhere to the State law, County resolution and ordinance, and the Bylaws that govern the Board or Commission on which I am appointed to serve.

Signature: ____________________________  Date: _____________________
| Title: | Approving the Business Expansion and Retention ("BEAR") Grant Agreement with the Governor’s Office of Economic Development ("GOED") |
| Fiscal Impact: | Provides grant funds to the CED Department of $85,000 with no County financial contribution |
| Presenter(s): | Zacharia Levine, Community and Economic Development Director |

**Stated Motion:**
Move to approve the Business Expansion and Retention Grant Agreement with the Governor’s Office of Economic Development, and authorize the Chair to sign all associated documents.

**Planning Commission Recommendation:**
N/A

**Staff Recommendation:**
Approve.

**Background:**
This grant will be managed by the Community and Economic Development Department and will help facilitate growth of rural businesses, influence rural job creation, and increase economic diversity in Grand County per the stated scope of work. There is no County financial contribution, other than staff time, required.

**Attachment(s):**
1. BEAR Grant Agreement
CONTRACT ROUTING SLIP

CONTRACT #: 200631272

AGENCY: GOED          DEPT: 063

DIVISION/PROGRAM: BEAR Contract

CONTRACTOR NAME: Grand County Government

VENDOR #: 04363HB

AUTHORIZED AMOUNT: $ 85,000

CONTRACT EFFECTIVE DATE: July 1, 2019

TERMINATION DATE: June 30, 2020

APPROPRIATION: 1054          COMMODITY CODE: 99999

FUND: 1054          UNIT: 6160

SIGNATURES IN THE SEQUENCE SHOWN

1. GOED FINANCE DIRECTOR
   ______________________________
   Approval Date
   ______________________________

2. OTHER (OPTIONAL)
   ______________________________
   Approval Date
   ______________________________

BEAR Contract with Grand County Government
GRANT AGREEMENT
Business Expansion and Retention (BEAR)
Economic Development Projects Grant
FY2020

1. CONTRACTING PARTIES: This agreement is between the State of Utah, Governor's Office of Economic Development, referred to as the State, and

Zacharia Levine
Grand County Government
125 E Center Street
Moab, Utah 84532

Phone: 435-259-1371

Referred to as Grantee
Federal Tax ID: 876000304

Legal Status of Contractor
Governmental Agency

2. THE GENERAL PURPOSE OF THIS AGREEMENT is to provide grant funding to help facilitate growth of rural businesses, influence rural job creation, and increase economic diversity in the rural region(s) represented by Grantee, and to establish the conditions precedent to the receipt of Grant funding, conditions required to maintain Grant funding, and conditions for Recapture.

3. BY ACCEPTING BEAR GRANT FUNDS, Grantee HEREBY AGREES TO THE FOLLOWING:

a) Grantee agrees to abide by Attachment B: BEAR Terms and Conditions, as well as all other applicable terms, conditions, administrative rules, statutes, and instructions and guidelines found on the Rural Development website and in the application at the time the Grantee applied for the BEAR grant.

b) Grantee shall use the grant funds received by the State solely for the purposes outlined in Attachment B: BEAR Terms and Conditions; the Grantee’s Proposal including the Project Design, the Scope of Work, the Deliverables and Outcome, the Timeline and the Budget, which is incorporated herein by reference, to accomplish the goals and benchmarks outlined in Attachment C; and solely for costs allowable under this agreement and program policies and procedures.

d) Grant Amount: Grantee accepts a BEAR grant award of $85,000.00 which represents the maximum grant amount that will be awarded under this Agreement.

e) Grant Disbursement Period: Subject to the terms and conditions provided herein, BEAR Grant funds shall be disbursed during the period shown below, unless extended in writing by the State.
   Beginning date: July 1, 2019
   Ending date: June 30, 2020 according to grant disbursement schedule outlined in Attachment B.

f) Agreement Period: This Agreement shall remain in effect until all obligations of this Agreement have been performed by Grantee or for a maximum of one (1) year from the date the shown below.
   Beginning date: July 1, 2019
   Ending date: June 30, 2020
ATTACHMENTS INCLUDED AND MADE PART OF THIS AGREEMENT:

Attachment A – Attachment A: Standard Terms and Conditions for Grants
Attachment B – BEAR Terms & Conditions
Attachment C – Grantee’s Project Proposal
Attachment D – GRAMA
Attachment E – BEAR Grant Qualification in Counties of the Third Class

PROVISIONS INCORPORATED BY REFERENCE

Grantee’s Application
Utah Code § 63N-3-104.5
Utah Admin. R. 357-22
GRANT AGREEMENT, CONTINUED

BY SIGNING THIS AGREEMENT, GRANTEE HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ, UNDERSTOOD, AND AGREES TO THE CONDITIONS OF THIS AGREEMENT.

THE STATE OF UTAH

By: __________________________  By: _________________________________
Name: __________________________  Name: ______________________________
Title: __________________________  Title: ______________________________
Date: _________________  Date: ______________________________

Governor’s Office of Economic Development

Phone: 435-259-1371

Contract Number: 200631272

UTAH DIVISION OF FINANCE

By: __________________________
Name: __________________________
Title: __________________________
Date: __________________________

Utah Division of Finance
350 North State Street
Salt Lake City, UT 84114

Bear Contract with Grand County Government
Page 4 of 23
ATTACHMENT A: Standard Terms and Conditions for Grants between Government Entities

1. **DEFINITIONS**: The following terms shall have the meanings set forth below:

   1. “**Contract**” means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.

   2. “**Grant Money**” means money derived from State fees or tax revenues that are owned, held, or administered by the State.

   3. “**Grantee**” means the individual or entity which is the recipient of Grant Money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, and partners.

   4. “**Non-Public Information**” means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.

   5. “**State**” means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Contract providing the Grant Money.

   6. “**SubGrantees**” means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee’s agents, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including Grantee’s manufacturers, distributors, and suppliers.

2. **GOVERNING LAW AND VENUE**: This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS**: At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. **RECORDS ADMINISTRATION**: Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract, Grantee’s performance of the Contract terms and milestones, and outcomes reported to the State by Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Contract and to verify that Grantee’s use of the Grant Money is appropriate and has been properly reported.

5. **INDEPENDENT CAPACITY**: Grantee and SubGrantees, in the performance of this Contract,
shall act in an independent capacity and not as officers or employees or agents of the State of Utah agency effectuating this Contract.

6. **INDEMNITY:** Both parties to this Contract are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

7. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee’s employees.

8. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.

9. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or Contract may give rise to for-cause termination.

10. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State’s ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

11. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers’ compensation insurance for all its employees, as well as any SubGrantees as required by law.

12. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public records in accordance with the State of Utah’s Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that non-protected portions of Grantee’s Application will be a public document, and copies may be
given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.

13. **PAYMENT:** The acceptance by Grantee of final Grant Money payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. State may withhold, adjust payment amount, or require repayment of any Grant Money under this Contract that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Contract or in violation of the law, or paid in excess of what is actually owed.

14. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon Grantee’s use of the Grant Money. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.

15. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.

16. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

17. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State’s sole discretion whether to provide approval, which must be done in writing.

18. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys’ fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party’s copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee’s liability, such limitations of liability will not apply to this section.

19. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.

20. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

21. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract signature page(s); (iii) the State’s additional terms and conditions, if any; (iv) any other document listed or referenced in Contract; and (v) Grantee’s terms and conditions that are attached to this
Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of
the State must be in writing and attached to this Contract or it is rendered null and void.

22. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or
prejudice the State Entity’s right to enforce this Contract with respect to any default or defect in
the Services that has not been cured.

23. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this
Contract shall not affect the validity or enforceability of any other provision, term, or condition
of this Contract, which shall remain in full force and effect.

24. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties
and supersedes any and all other prior and contemporaneous agreements and
understandings between the parties, whether oral or written.

(Revision date: 21 March 2019)
ATTACHMENT B: BEAR TERMS AND CONDITIONS

1. PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS: The scope of work for this Agreement shall be the Grantee’s Proposal, which is hereby incorporated by reference.
   a) Grantee hereby agrees to actively pursue growth of rural businesses, influence rural job creation, and increase economic diversity in the rural region(s) as set forth in Grantee’s Proposal and supported by this Agreement.
   b) The Grantee shall use the grant funding provided to achieve the goals and benchmarks set forth in the Grantee’s Proposal and as outlined in Attachment C.

2. NATURE OF ENTITY: The Grantee is a Utah-based public, nonprofit, or private organization primarily engaged in economic development efforts in rural areas of the state, and shall include:
   a) All counties of the 4th, 5th, and 6th class, and the cities/townships within those counties,
   b) Cities in counties of the 3rd class with populations less than 20,000 and median household incomes of less than $70,000 and may include the following organizations located in the rural areas listed above:
      i. Federally recognized Indian Tribes within the State of Utah,
      ii. Associations of Governments (AOG),
      iii. Business Resource Centers (BRC),
      iv. Small Business Development Centers (SBDC),

3. WHERE BEAR PROJECT MAY BE CONDUCTED: Qualified BEAR projects and activities must be conducted in counties of the 4th, 5th, and 6th class, and the cities/townships within those counties; and in cities in counties of the 3rd class with populations less than 20,000 and median household incomes of less than $70,000.

4. BEAR GRANT CATEGORIES: Activities within the BEAR program vary based on the proposed economic development needs of the applying entity. These activities will be categorized as project types by the Office of Rural Development into one or more of three categories, based on the Grantee’s Proposal, each with distinct reporting and reimbursement requirements. The three project-type categories are:
   a) BUSINESS OUTREACH (known as Traditional BEAR activities): The Business Outreach category includes retention and startup visits and surveys, business resource identification, referrals to resources such as business development organizations, specialized training or help programs such as workshops, and/or to State or other grants and tax credit opportunities. BEAR team collaboration and BEAR program marketing may also be included in this category.
   b) BUSINESS ADVANCEMENT: The Business Advancement category includes activities that directly serve and assist businesses, business individuals, and business groups in activities such as economic gardening programs; training seminars and summits; specialized business, technical and skill development training; business incubators, or other targeted workforce development.
   c) COMMUNITY ECONOMIC DEVELOPMENT: The Community Economic Development category includes activities that directly lead to the economic development improvement and advancement of a qualifying city or county. Activities may include third party professional consultation or directed economic development planning and plan implementation.

5. POST-PERFORMANCE FUNDING: All Business Expansion & Retention (BEAR) grant funds are post-performance unless otherwise specified by this agreement or written exception by GOED. Grant recipient must pay all costs incurred for eligible BEAR activities specified by this agreement up-front and subsequently invoice
6. **REQUIRED REPORTING FOR REIMBURSEMENT OF GRANT FUNDS:** Grantees shall submit reports in accordance with this section. Grantee shall submit all reports to the Office of Rural Development of the Governor’s Office of Economic Development (GOED) for review and tracking. Applicable reporting requirements for reimbursement of grant funds will be based on the Grantee’s Project Proposal and the designated categories as in section 4.

**BUSINESS OUTREACH (known as Traditional BEAR activities)**

a. Grantee shall record and track all BEAR activities in spreadsheet format which shall include:
   
i. Number of BEAR visits conducted;
   ii. Number of visits within Targeted Industries;
   iii. Date and type of surveys conducted;
   iv. Referable items identified during BEAR visit;
   v. Referrals made (with sufficient detail to determine to whom referrals were made);
   vi. Referrals made to State programs such as Rural Fast Track Grant, Enterprise Zone Tax Credits, etc.
   vii. Referrals closed, meaning data showing whether referral resulted in a meeting or contact between the client business and the entity to whom the client business was referred;
   viii. New Businesses identified by Grantee that are within targeted industries as stated in the Project Proposal;
   ix. An estimate of number of jobs created or filled as a direct result of the referrals made by Grantee;
   x. An estimate of number of jobs retained by the client business as a direct result of the referrals made by the Grantee.

b. **BEAR Team meetings** reporting shall include:
   
i. Agenda of every meeting;
   ii. Attendance roll of each meeting;
   iii. Minutes taken of each meeting, including action items discussed and whether those items were resolved and how;
   iv. Requested BEAR reimbursement; and
   v. Receipts for expenses.

c. **BEAR Program Marketing** report shall include:
   
i. Cost breakdown; and
   ii. Copy of marketing materials produced;
   iii. Requested BEAR reimbursement;
   iv. Receipts for expenses.

**BUSINESS ADVANCEMENT**

a. **Business Consultation/Economic Gardening Activities** provided as a direct result of referrals made by the Grantee shall include:
   
i. Business name;
   ii. Industry by NAICS Code(s);
   iii. Economic Gardening provided, and by which entity;
   iv. Amount the company receiving services paid;
   v. Requested BEAR reimbursement; and
   vi. Receipts for expenses.
b. **Business Training & Skill Development** reporting shall include:
   i. Number of workshops held;
   ii. Number of Trainings held;
   iii. Date of each workshop and training;
   iv. Substance of each workshop or training;
   v. List of attendees;
   vi. Amount the company receiving services paid, and
   vii. Requested BEAR reimbursement; and
   viii. Receipts for expenses.

c. **Target Workforce Development** report shall include:
   i. Name of people receiving training funds and
   ii. Which industry each person is being trained for;
   iii. Requested BEAR reimbursement;
   iv. Receipts for expenses.
   v. Training description including:
      1. Name of school, technical center, or incubator;
      2. Cost of class or related development costs; and
      3. Student payment contribution
      4. Payment documentation

d. **Seminars or Summits** reporting shall include:
   i. Number of seminars and/or summits held;
   ii. Date of each seminar and/or summit;
   iii. Copy of agenda and marketing material to show the substance of each seminar and/or
       summit;
   iv. List of attendees;
   v. Requested BEAR reimbursement; and
   vi. Receipts for expenses.

**COMMUNITY ECONOMIC DEVELOPMENT**

a. **Community Driven Planning & Implementation** reporting shall include:
   i. Copy of the plan such as the GAP Analysis, Leakage Study, Areas Sector Analysis Planning, or any other plan or report that is generated by a Consulting Organization;
   ii. Name of Consulting Organization;
   iii. Number of people participating in planning process;
   iv. Summary of how plan is being or will be implemented;
   v. Requested BEAR reimbursement;
   vi. Invoices of Consulting Organization; and
   vii. Receipts for expenses.

7. **ACCESS TO DATA**: Grantee shall allow State access to enough data and information about the BEAR project to assess progress and ensure that grant funding is being spent on the BEAR project specified within the Grantee’s Project Proposal.

8. **SCHEDULE OF PAYMENT**: The BEAR grant is post-performance, meaning the Grantee is required to perform
the activities agreed upon in this contract, make all expenditures, and request reimbursement of expended funds. All reimbursements are subject to performance review of goals and benchmarks established by the Grantee’s Project Proposal. Grant funds shall be disbursed as follows:

**a)** Claims of a portion of the Grant Amount is payable upon quarterly invoice and after performance review of the successful completion of activities performed within a quarter of the annual contract of the BEAR Project Proposal under the category of:

- Business Outreach (known as Traditional BEAR activities)
- Business Advancement

Quarterly reports are due on the following deadlines. Failure to submit a report on time may result in reduction or forfeiture of reimbursement for that quarter:

- 1st Quarter: September 30
- 2nd Quarter: December 31
- 3rd Quarter: March 31
- 4th Quarter: June 15

Any BEAR quarterly reports/invoices received by GOED after June 30 **WILL NOT BE ELIGIBLE FOR REIMBURSEMENT.**

**b)** Grant amount is payable upon invoice, and after performance review of the successful completion of the BEAR Project Proposal under the category of:

- Community Economic Development

**c)** Successful completion will be determined by the State, based on goals and benchmarks as outlined in Attachment C, and as defined above.

**d)** In no event shall payments exceed the total Grant amount provided for in this Agreement. Funds shall be disbursed within 60 days of the receipt of an invoice from Grantee, provided that all required invoicing documentation is submitted and approved by the Compliance Department of GOED, in cooperation with the program director.

9. **INVOICING**: Invoices shall be submitted to the State electronically, to the Program Director in the Office of Rural Development and/or the Compliance Department at GOED. A link to the online portal will be sent to Grantee upon the completion of the processing of this Agreement. Amount of reimbursement request upon invoicing must be within 20% of the Grantee’s Project Proposal Budget, and not to exceed the total awarded grant amount. Grantee shall document that all of the grant money received by the Grantee for this project was spent on efforts towards growth of rural businesses, influencing rural job creation, and increasing economic diversity in the rural region(s).

10. **SITE VISITS**: The State or the Office of Rural Development of GOED reserves the right to visit the Grantee’s operations.

11. **BREACH OF AGREEMENT**: The State reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this Agreement and pay no further funds, in the event that Grantee breaches any of the terms of this Agreement. Repayment of the grant shall come from any unspent grant funds or related matching funds or as otherwise set forth in law.

12. **AUDIT**: Grantee shall allow State auditors to make audits and inspections of all records relating to this
Agreement. Grantee shall make available for audit and inspection the records of expenditures relating to this Agreement until all State audits are completed, or for period of up to (5) years from the date of this Agreement. Grantee shall refund to the State any funds spent that did not meet the requirements of this Agreement and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.

13. **State CONTACT PERSON:** The State designates the current Director of the Office of Rural Development at GOED or their successor as well as the Department Program Coordinator, as the contact persons at the Utah Governor’s Office of Economic Development to consult with the Grantee on an ongoing basis. The contact person will provide the Grantee with guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.

14. **EVALUATION:** The State reserves the right to conduct an ongoing, independent evaluation of the use of the funding received through this grant and of the activities covered by this Agreement, including achievement of goals and benchmarks, location of entity, and achievement of outcomes, economic development, and job creation. This evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. Grantee agrees to allow the State or its representatives access to, and will make available, its personnel, facilities, records, and sponsors, subject to reasonable notice. In addition, Grantee shall provide to the State, within 30 days of a written request, information regarding other Project Proposal features, activities, and outcomes, if such information is needed to carry out the State’s economic development, auditing, or reporting efforts.

15. **ATTRIBUTION:** Grantee shall make appropriate and reasonable efforts to ensure that the Utah Governor’s Office of Economic Development is recognized as a partner in the Project. Such efforts may include recognition of the office in fundraising materials, use of the Utah Governor’s Office of Economic Development name and official logo, and other appropriate attribution for the funding made possible by the office.
ATTACHMENT C
BEAR Project Proposal

PROJECT DESIGN:

Project Purpose

A quality workforce is essential for any business to thrive. Due to their location in a small, isolated community, Grand County businesses face significant challenges in finding or training qualified employees within the local workforce, while also struggling to attract quality employees from outside of the area due to that same isolation and high cost of living. Because of these challenges, Grand County’s 2020 BEAR project will focus on developing our workforce, providing the infrastructure to attract and support both companies and individual workers, and giving money and resources directly to local businesses. Since adding economic development to its responsibilities at the beginning of 2018, Grand County Community and Economic Development has taken on the central organizing role for the BEAR grant, leading our most successful year of BEAR projects so far, including the most well attended business summit in its seven years of existence and a variety of effective workforce training opportunities.

Grand County’s BEAR efforts in 2020 will emphasize increased regional collaboration by working with San Juan County to broaden the scope of the newly branded Canyonlands Business Summit and providing trainings throughout the year to serve both Grand and San Juan residents. Year-round workshops will provide professional improvement opportunities to the whole spectrum of our region’s workforce and employers, and investments in community infrastructure will set the foundation for more effective business attraction and retention for years to come.

By funding a broad range of economic development resources, from short-term, easily actionable business trainings to long-term economic infrastructure investment, Grand County's 2020 BEAR project will allow our county and region to continue its transition into an economically diverse, attractive place to live and do business.

Project Benchmarks & Goals

If successful, this BEAR proposal will achieve the following goals, as measured by their respective benchmarks:

• Increase the business community's knowledge of and confidence in acquiring local, state, and federal business development resources, as measured by the number of businesses applying for the resources and the outcomes of the applications.

• Utilize EDC-Moab, a Moab area advisory economic development commission formed to advise the BEAR Team on local economic development efforts. First, the BEAR Team will need to establish this committee, and, if successful, EDC-Moab will meet with the Team
quarterly to provide specific feedback and directives to achieve the Moab area’s long-term economic development goals.

- Host at least one business development training or workshop per month, including regional education events co-hosted with San Juan County representatives.

- Attract at least 200 guests to attend the Canyonlands Business Summit, with representation from both Grand and San Juan County businesses;

- Create an effective business incentive program (BIP). Short-term, this goal will be successful if the BEAR Teams drafts and publishes an RFP, selects a consulting firm, and assists the firm in performing a feasibility study to create a BIP that will be approved and adopted by City and County Councils. Long-term, this program will be effective if it complements existing state incentives, helps expand existing businesses, and attracts new, desirable businesses to the Moab region.

- Generate a strategic plan to establish co-working and makerspaces in the Moab area and provide greater support to Grand County’s remote and freelance workforce.

- Provide direct financial and educational resources to a greater number of businesses and residents.

**Stakeholders & Partners**

The Grand BEAR Team includes representatives from Grand County, the city of Moab, Utah State University, Department of Workforce Services, and the Moab Chamber of Commerce, with support from the Grand County School District, San Juan County, and a variety of major local employers and service providers. Those identified represent a broad cross-section of the Moab community in terms of professional affiliation, industry, political perspective, age, and gender. The Team was chosen carefully to include individuals providing leadership in the realm of community and economic development, access to business resources, and engagement with the local workforce. By having such a diverse and active BEAR Team, the prospects of aligning BEAR resources with local needs is much higher.

The BEAR Team will meet monthly and representatives of the BEAR Team will meet with EDC-Moab quarterly to ensure that resources are utilized. EDC-Moab, a Moab area advisory economic development commission formed to advise the BEAR Team on local economic development efforts. First, the BEAR Team will need to establish this committee, and, if successful, EDC-Moab will meet with the Team quarterly to provide specific feedback and directives to achieve the Moab area’s long-term economic development goals.

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The BEAR Team will meet monthly and representatives of the BEAR Team will meet with EDC-Moab quarterly to ensure that resources are organized and spent according to this plan and change orders are requested accordingly. Meeting locations will rotate as a way to expose BEAR Team members to each entity’s services, and several meetings will be in various locations of San Juan County to support regional economic collaboration. At least one meeting will occur in each of the following locations, in no particular order: Grand County Courthouse,

USU Moab, Moab City Hall, Department of Workforce Services, Moab Chamber of Commerce, Monticello, and other spaces as necessary.

SCOPE OF WORK:

Grand County aims to expand local workforce capacity through investments in training and education programs, strategic business
outreach efforts, regional partnerships, strategic planning services, and diversification of employment opportunities.

The project’s scope includes:

• Utilize BEAR marketing funds to increase businesses’ awareness and familiarity with available resources and incentives;

• Establish and utilize EDC-Moab to plan local and regional economic development efforts;

• Partner with the Chamber of Commerce, USU-Moab, Custom Fit, San Juan County, and other BEAR Team members to organize a diverse calendar of monthly opportunities for strategic planning, skills development, and general business training;

• Provide match funding to local businesses and individuals seeking specific economic gardening, workforce development, training, and other resources;

• Strengthen relationships with community stakeholders and regional economic partners;

• In partnership with SBDC/BRC, Chamber of Commerce, USU-Moab, and the San Juan County BEAR Team, plan and execute southeastern Utah’s first regional Canyonlands Business Summit;

• Solicit consulting services to create a business incentive program that will market, grow, and diversify the Moab area business community;

• Initiate the Rural Online Initiative

• Research ways to provide a range of remote, co-working, flex- and maker-space opportunities in the Moab area;

• and

• Support career and technical education (CTE), workforce development, and lifelong learning opportunities offered through USU-Moab,

Grand County School District, Department of Workforce Services, and other relevant agencies.

The County will be responsible for project reporting and aims to improve data collection and tracking efforts of all associated local economic activities for FY20. The County will partner with the BEAR Team members to successfully execute the proposal.
DEUTERABLES AND OUTCOME:

Accurate data collection will indicate whether the BEAR Team is reaching the goals outlined in this proposal. On an individual level, metrics
set for number and respective outcomes of economic gardening, BEAR interviews, and targeted workforce development assistance will
measure direct assistance to new and existing businesses. Funding and training requests will be tracked and sorted by industry to
measure the workforce development needs of the business community, and attendance rates at proposed training events and circulation
rates of marketing materials will further indicate how well the BEAR Team is providing relevant educational and financial resources to the
existing business community. Since economic development strategic plans are not static documents, these metrics will inform and
influence the way the BEAR Team and EDC-Moab allocate resources to address job creation and diversification efforts over time.

Business summit success will be gauged by attendance data and survey feedback from attendees. As it is the first year Grand and San
Juan County will co-host a regional economic summit, hereby branded as the Canyonlands Business Summit (CBS), the BEAR Team will
track participation and sponsorship rates from each county. It is the BEAR Team’s hope that greater regional collaboration, both at the
summit and at other regional events, will influence regional economic growth, collaboration, and diversification.

Long-term, the myriad of requested consulting services will produce a series of effective strategies to provide local business incentives,
and enhance remote rural workplace opportunities. These studies will inform EDCMoab’s future planning efforts to ensure that businesses are accessing the resources they need to adequately train and retain quality employees and that the Moab area is an attractive place for a diverse population to live, work, and play.

Grand County will track, record, and report on all FY20 BEAR meetings, events, business interviews, and other approved activities.

TIMELINE:
Each of the associated programs shall be executed in concert with one another. The Grand and San Juan BEAR Teams will hold monthly meetings to plan the Canyonlands Business Summit and other regional trainings. The Grand BEAR Team will organize and host business development workshops and trainings monthly, which will be taught by different organizations each month. Consulting services shall begin in fall 2019 in order to wrap up in 2020. All other traditional BEAR activities shall be measured and reported on a quarterly basis.

**BUDGET:**

Grand County’s BEAR grant request shall be spent on business outreach and advancement programs and community development consulting services. The County and BEAR partners shall match funds both in-kind and in cash. The proposed budget provides best estimates based on FY2019 expenses, received quotes for proposed projects, and best estimates for other requested funding.
ATTACHMENT D
GRAMA
REQUEST FOR PROTECTED RECORD STATUS
(Business Confidentiality Claim)

Name and Address of business and representative making this confidentiality claim (please print or type):
____________________________________________________________________________________________

I request that the attached /enclosed information (record) provided to the Governor’s Office of Economic Development (GOED), or any of its agencies (divisions or programs), be considered confidential and given protected status.

Description (optional) of the information (record) which is to be covered by this confidentiality claim and which you believe qualifies for protected status.
____________________________________________________________________________________________

The Following reasons support this claim of business confidentiality; Please check (✓) all of the following which apply:

(__) 1. The Record provided is a trade secret (as defined in U.C.A. 13-24-2).

(__) 2. The record is commercial or non-individual financial information and disclosure of the information could reasonably be expected to result in unfair competitive injury to the provider of the information.

(__) 3. The record is commercial or non-individual information and disclosure of the information could reasonably be expected to impair the ability of GOED, or its agencies, to obtain necessary information in the future.

(__) 4. The record is commercial or non-individual financial information and the interest of the provider in prohibiting access to the information is greater than the interest of the public in obtaining access.

(   ) 5  The information provided may contain the following (see U.C.A. 63G-2-305 for complete information on records which may be classified as protected):

a. The record would reveal negotiations regarding assistance or incentives offered by or requested from GOED for the purpose of encouraging a person to expand or locate a business in Utah, but only if disclosure would result in actual economic harm to the person or place GOED at a competitive disadvantage. (U.C.A. 63G-2-305(35))

NOTICE: Records evidencing a final contract may not be classified protected under this section.

Statement (a concise written statement supporting a business confidentiality claim is required, U.C.A. 63G-2-309(1)(a)), attach additional sheets if necessary.

NOTE: Claimant shall be notified if a record claimed to be protected is classified public or if the determination is made that the record should be disclosed because the interest favoring access outweigh the interest favoring restriction of access. Records claimed to be protected under this business confidentiality claim may not be disclosed until the period in which to bring an appeal expires or the end of the appeals process, including judicial appeal (unless the claimant, after notice has waived the claim by not appealing or intervening before the record committee). (U.C.A. 63G-2-309)

By __________________________________________ Date __________________________

Name and Title
ATTACHMENT E
BEAR Grants Qualification in Counties of the Third Class
(Last Updated 2/20/2018)

To qualify for a BEAR grant within a **County of the Third Class** (pop. 31,000-125,000) the applying entity must service a city under **20,000 population** and service a city with median household income of **less than $70,000** (according to the American Community Survey-United States Census Bureau)**. An applicant may not service or propose projects outside these parameters. State statute dictates where eligible Business Expansion and Retention (BEAR) projects may take place. Associations of Governments (AOG), Business Resource Centers (BRC), and Small Business Development Centers (SBDC) and any other non-profit or private organizations primarily involved in economic development on a regional basis will be limited to doing BEAR projects and activities within counties of the 4th, 5th, and 6th class, and the cities/townships within those counties; and to cities in counties of the 3rd class with populations less than 20,000 and median household incomes of less than $70,000.

### Third Class Counties
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**IRON COUNTY**

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**TOOELE COUNTY**

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**UINTAH COUNTY**

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**Notes:**
*RED indicates non-qualifying areas for BEAR Grant*

Incorporated cities and towns only are listed, accounting for Population and Median Household Income. Unincorporated towns are under county jurisdictions and are subject to county Median Household Income averages. If a town is not listed here it is Unincorporated and is part of the county.

**Source:**
2012-2016 American Community Survey 5-year estimates
[https://www.census.gov/programs-surveys/acs.html](https://www.census.gov/programs-surveys/acs.html)
**CONSENT AGENDA SUMMARY**

**GRAND COUNTY COUNCIL MEETING**

Consent Agenda Item: U-X

| TITLE: | U. Ratifying the Vice Chair’s signature on a grant agreement with Federal Aviation Administration (FAA) to reconstruct Taxiway A (Phase II) and Reconstruct Apron (Commercial Services Apron) at Canyonlands Field Airport in the amount of $4,572,999  
V. Ratifying the Chair’s signature on a grant closeout billing statement for the Non-motorized Trail Maintenance & Jackson Trail Bridge, in the amount of $18,500  
W. Adopting proposed resolution approving amendments on a Replat for Juniper Cove Subdivision, located at 2981 Juniper Drive  
X. Approving application for retail beer license for Buzzards Belly (General Store) located at 100 Pennsylvania Avenue (197 E. Cisco Road), Cisco, UT |
| 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.
AGENDA ITEM: U

3-49-0020-033-2019

U.S. Department of Transportation
Federal Aviation Administration

GRANT AGREEMENT
PART I – OFFER

Date of Offer
September 23, 2019

Airport/Planning Area
Canyonlands Field Airport

AIP Grant Number
3-49-0020-033-2019 (Contract No. DOT-FA19NM-1067)

DUNS Number
050157981

TO: Grand County, Utah
(herein called the “Sponsor”) (For Co-Sponsors, list all Co-Sponsor names. The word “Sponsor” in this Grant Agreement also applies to a Co-Sponsor.)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the “FAA”)

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 2, 2019 for a grant of Federal funds for a project at or associated with the Canyonlands Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Canyonlands Field Airport (herein called the “Project”) consisting of the following:

Reconstruct Taxiway A (Phase II) and Reconstruct Apron (Commercial Service Apron)

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as “the Act”), the representations contained in the Project Application, and in consideration of (a) the Sponsor’s adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 Reauthorization grant condition), (b) the Sponsor’s acceptance of this Offer, and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 95.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.
This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $4,572,999.
   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   - $0 for planning
   - $4,572,999 for airport development or noise program implementation; and,
   - $0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.
   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).
   The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage.
   The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 25, 2019, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal
share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. **System for Award Management (SAM) Registration And Universal Identifier.**
   A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).
   B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at http://fedgov.dnb.com/webform).

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA’s authority to increase the maximum obligation does not apply to the “planning” component of condition No. 1.
    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. **Maximum Obligation Increase for Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
   A. may not be increased for a planning project;
   B. may be increased by not more than 15 percent for development projects;
   C. may be increased by not more than 15 percent for a land project.
18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at [http://harvester.census.gov/facweb/](http://harvester.census.gov/facweb/). Provide one copy of the completed audit to the FAA if requested.

19. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
   
   A. Verify the non-federal entity is eligible to participate in this Federal program by:
      1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
      2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
      3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
   
   B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Subcontracts).
   
   C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. **Ban on Texting When Driving.**
   
   A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
      1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
      2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
         a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
         b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
   
   B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts, and subcontracts.

21. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated September 2015, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

22. **Employee Protection from Reprisal.**

   A. Prohibition of Reprisals –
      1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
         i. Gross mismanagement of a Federal grant;
         ii. Gross waste of Federal funds;
         iii. An abuse of authority relating to implementation or use of Federal funds;
         iv. A substantial and specific danger to public health or safety; or
         v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal office or employee responsible for oversight of a grant program;
   v. A court or grand jury;
   vi. A management office of the grantee or subgrantee; or
   vii. A Federal or State regulatory enforcement agency.

3. Submission of Complaint - A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.


6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

23. **2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at [https://www.congress.gov/bill/115th-congress/house-bill/302/text](https://www.congress.gov/bill/115th-congress/house-bill/302/text).

24. **Current FAA Advisory Circulars for AIP Projects.** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

25. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Utah Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.

26. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office’s (ADO) concurrence, that no payments totaling more than 90.00 percent of United States Government’s share of the project’s estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.50 percent of the United States Government’s share of the project’s estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
27. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

28. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of the Sponsor’s Plans and Specifications is based primarily upon the Sponsor’s certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
   A. The Sponsor’s certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
   B. The FAA’s acceptance of a Sponsor’s certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
   C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

29. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will
   A. Follow FAA Advisory Circular 150/5380-6, “Guidelines and Procedures for Maintenance of Airport Pavements,” for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
   B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
   C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
      1. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:
         a. location of all runways, taxiways, and aprons;
         b. dimensions;
         c. type of pavement, and;
         d. year of construction or most recent major rehabilitation.
      2. **Inspection Schedule.**
         a. **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
         b. **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
   D. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
      1. inspection date;
      2. location;
      3. distress types; and
      4. maintenance scheduled or performed.
   E. **Information Retrieval System.** The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
30. **Projects Which Contain Paving Work in Excess of $500,000.** The Sponsor agrees to:

A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
4. Qualifications of engineering supervision and construction inspection personnel;
5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

John P. Bauer
Manager, Denver Airports District Office

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.1

Executed this 23 day of September, 2019.

GRAND COUNTY, UTAH

By:

CERTIFICATE OF SPONSOR'S ATTORNEY

I, CHRISTINA SLOAN, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at (location) this 24th day of September, 2019.

1 Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.
Single Audit Certification Form

As a condition of receiving Federal assistance under the Airport Improvement Program, you must comply with audit requirements as established under 2 CFR §200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. For more information on the audit requirements please reference the following web site: https://harvester.census.gov/facweb.

In accordance with your Airport Improvement Program (AIP) grant agreement, you must provide a copy of your audit to your local Airports District Office (ADO), whether or not there are any significant findings. Please fill out the information below by checking the appropriate line(s), sign, date, and return this form to the FAA local ADO identified at the bottom of the form.

Airport Sponsor Information:

Grand County Utah
Sponsor Name

Canyonlands Field Airport
Airports Name

Terry Morse
Sponsor's Representative Name

435-259-1342
Telephone

tmorse@grandcountyutah.net
Email

Please check the appropriate line(s):

☒ We are subject to the Single Audit requirements and are taking the following action:
   ☐ The Single Audit for this fiscal/calendar year has been submitted to the FAA.
   ☐ The Single Audit for this fiscal/calendar year is attached.
   ☒ The Single Audit report will be submitted to the FAA as soon as this audit is available.

☐ We are exempt from the Single Audit requirements for the fiscal/calendar noted above.

Sponsor Certification:

Signature _____________________________ Date 9/23/19

Return to: FAA, Denver Airports District Office
            26805 E. 68th Ave., Suite 224
            Denver, Colorado 80249
### BILLING STATEMENT

**PARTICIPANT:** Grand County Active Transportation & Trails  
**CONTRACT NUMBER:** RTP FY17 (3)  
**PROJECT NAME:** Non-Motorized Trail Maintenance & Jackson Trail Bridge  
**BILLING NUMBER:**  
**BILLING PERIOD:** FROM DECEMBER 2017 TO SEPTEMBER 2019

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<th>COST CATEGORIES</th>
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<td>3. Construction</td>
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<td>4. Donations</td>
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**TOTAL PROJECT COST**  
$61,018.44

**RTP SHARE 50%**  
$18,500.00

**LESS ADVANCE PMT.**  
$0.00

**NET REIMBURSEMENT**  
$18,500.00

I certify that this billing is correct and is based upon actual payments of record or other allowable documentation and that work has been completed in accordance with the approved project agreement, including amendments thereto.

[Signature]  
Grand County Council Chair  
9/26/19
Agenda Summary
GRAND COUNTY COUNCIL
October 1, 2019

<table>
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<tr>
<th>TITLE:</th>
<th>Adopting proposed resolution approving amendments on a Replat for Juniper Cove Subdivision, located at 2981 Juniper Drive</th>
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<td>FISCAL IMPACT:</td>
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<td>PRESENTER(S):</td>
<td>Community and Economic Development Staff</td>
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**STATED MOTION:**

Move to adopt proposed resolution approving amendments on a Replat for Juniper Cove Subdivision, located at 2981 Juniper Drive, and authorize the Chair to sign all associated documents.

**STAFF RECOMMENDATION:**

Review and consider feedback provided from the Grand County Council related to the Juniper Cove Subdivision Amended Plat.

**BACKGROUND:**

The proposed subdivision meets all County subdivision standards. See Staff Report and Draft Ordinance.

Also, see staff report attached.

**ATTACHMENT(s):**

- Staff Report
- Draft Resolution
- Amended Plat Application
- Plat Map
DATE: Tuesday, October 01, 2019
TO: Grand County Council
SUBJECT: Juniper Cove Subdivision Amended (Replat)

PROPERTY OWNER: Randy Stubblefield
PROP. OWNER REP: Randy Stubblefield
ENGINEER: N/A
PROPERTY ADDRESS: 2981 Juniper Drive
SIZE OF PROPERTY: 1.56 acres
EXISTING ZONE: Small Lot Residential (SLR)
EXISTING LAND USE: Residential
ADJACENT ZONING AND LAND USE(S): Small Lot Residential (SLR) / Rural Residential (RR)

APPLICATION TYPE
Replat

STAFF RECOMMENDATION: Approve
Comments (optional): Click or tap here to enter text.

APPLICATION PROCEDURE
Decision Type: Administrative

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: Drainage waiver request

SUMMARY OF REQUEST
The subject property is 1.56 acres located at the 2981 Juniper Drive. The Juniper Subdivision is a two (2) lot subdivision.

SITE IMPROVEMENTS / ADDITIONS / CHANGES
Applicant is requesting to adjust existing property lines, due to it being a plated subdivision a replat application is necessary.

CONSIDERATIONS FOR APPROVAL, DENIAL, AND/OR POSTPONEMENT
9.9 Replats and Exemption Plats (See staff comments in colored italics)
9.9.1 Replats
Replats shall be subject to all requirements of this LUC regarding final plats. The County Council may, following a public hearing and recommendation of the Planning Commission, approve a replat that is for the purpose of vacation, alteration, or amendment of a subdivision plat, of any lot, street or alley contained in a plat; provided, that the replat does not remove any covenants or restrictions or increase the number of lots. Replats that remove any covenants or restrictions or increase the number of lots shall be subject to all of the requirements of this LUC regarding preliminary plats and final plats. [Ord. 546, 2016.]

Due to this particular replat not removing any covenants or restrictions or increasing the number of lots the replat would only require the approval of County Council.

9.9.2 Public Notification
Public notice shall be made in accordance with the requirements of Section 9.1.8, Required Public Notices. [Ord. 546, 2016.]

Not Required.

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

A. The purpose is to correct an error in any course or distance shown on the prior plat.

B. The purpose is to add any course or distance that was omitted on the prior plat.

C. The purpose is to correct an error in the description of the real property shown on the prior plat.

D. The purpose is to indicate monuments set after death, disability, or retirement from practice of the engineer or surveyor responsible for setting the monuments.

E. The purpose is to show the proper location or character of any monument that has been changed in location or character or that originally was shown at the wrong location or incorrectly as to its character on the prior plat.

F. The purpose is to correct any other type of clerical error or omission in the previously approved plat.

G. The purpose is to correct an error in courses and distances of lot lines between two adjacent lots where both lot owners join in the application for amendment and neither lot is abolished; provided, that such amendment does not have a material adverse effect on the property rights of the owners in the plat.

H. The purpose is to relocate a lot or boundary line in order to cure an inadvertent encroachment of a building or improvement on a lot or boundary line or on an easement.

COMPATABILITY WITH GENERAL PLAN
Staff believes the proposed is supported by the General Plan.

COMPATABILITY WITH LAND USE CODE (ZONING)
The subject property is zoned Large Lot Residential (LLR). The proposed two (2) lots created by this Minor Record Survey are compliant with current zoning regulations and the current zone. Staff has reviewed the subject application and finds it compliant with the pertinent Land Use Code.
LAND USE CODE REFERENCE SECTIONS
Section 9.7 Minor Record Survey

A. Minor record survey is intended to provide an expeditious, one-time only process for small, low impact developments no more than three lots, where all roads and utilities necessary to serve the subdivision are in place consistent with all applicable county standards at the time of application and the resulting lots are in compliance with the underlying zoning. Minor record survey also allows property to be subdivided where such property was lawfully and fully developed in accordance with previous County regulations. Upon approval of a minor record survey, applicants shall be authorized to sell lots within the subdivision that is the subject of the minor record survey by deed with metes and bounds description.

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

*The County Engineer and Road Supervisor have reviewed the proposed campground plans and find them in compliance with the County’s standards. Stipulations related to road maintenance and emergency vehicle access have been incorporated into the site plans and operating policies. UDOT has provided approval for the project.*

PROPERTY HISTORY
The original 1.12 acre lot, located at the intersection of Shumway Lane & Murphy Lane, previously had one residence located on the lot.

The applicant desires to subdivide the lot.
RESOLUTION _____ 2019

RESOLUTION OF THE GRAND COUNTY COUNCIL
APPROVING AN AMENDMENT TO THE JUNIPER COVE SUBDIVISION

WHEREAS, Randy Stubblefield (hereinafter referred to as “Applicant”), submitted an application to amend the Juniper Cove Subdivision by further adjusting lot lines between lot 1 & lot 2 more specifically described as the following real property located in Grand County, Utah:

BEGINNING AT A CORNER WHICH BEARS NORTH 680.7 FEET; THENCE EAST 1319.6 FEET; THENCE NORTH 00°02' WEST 3.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 00°02' WEST 282.50 FEET; THENCE SOUTH 89°49' EAST 302.20 FEET; THENCE SOUTH 00°02' EAST 187.50 FEET; THENCE NORTH 89°49' WEST 183.4 FEET; THENCE SOUTH 00°02' EAST 95.00 FEET; THENCE NORTH 89°49' WEST 118.80 FEET TO THE POINT OF BEGINNING.

WHEREAS, the Juniper Cove Subdivision was approved by the Grand County Council on March 7, 2017;
WHEREAS, the Juniper Cove Subdivision described above are zoned Small Lot Residential (SLR);
WHEREAS, the Applicant is proposing adjusting lot lines between lot 1 & lot 2:
WHEREAS, the County Council considered all evidence and testimony presented with respect to the subject application;

NOW, THEREFORE, BE IT RESOLVED by the Grand County Council that it does hereby approve an amendment to the Juniper Cove Subdivision as proposed and described on the “Juniper Cove Subdivision, Amended” plat, dated May 22, 2019.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this 1st day of October, 2019, by the following vote:

Those voting aye: ______________________________________
Those voting nay: ______________________________________
Those abstaining: ______________________________________
Those absent: _________________________________________

ATTEST

Grand County Council

________________________________  ____________________________________
Chris Baird, Clerk/Auditor          Evan Clapper, Chair
SUBDIVISION PLAT AMENDMENT
REPLAT APPLICATION

Grand County Courthouse: 125 E. Center St. Moab, UT 84532; Phone: (435)259-1343

FOR OFFICE USE ONLY
Date of Submittal: __________
Replat Processing Fees: $350.00
Submittal Received by: ______ Amount Paid: ______ Fees Received by: ______

CONTACT INFORMATION
Property owner: Randy Stubblefield
Address: 2981 Juniper
Phone: 435-260-1645 cell: _______ fax: _______
Email address: imrandy48@yahoo.com

Engineer: ________________
Address: ______________________________
Phone: ______ cell: _______ fax: _______
Email address: _________________________

Surveyor: Lucas Blake
Address: ______________________________
Phone: _______ cell: _______ fax: _______
Email address: _________________________

Property owner representative: ______
Address: ______________________________
Phone: _______ cell: _______ fax: _______
Email address: _________________________

PROJECT INFORMATION
Project name: Juniper Cove Subdivision
General location of the property: ______________________
Size of the subject property: _______ acres Number of lots: _______
Surrounding land uses: ______________________
Current Zoning: ________________________ district
REQUIRED – Each of the following agencies will review for their ability to serve the proposed development through adequate existing and future easements, or provide a letter with detailed requirements for the proposed development. Applicants are encouraged to consult each of the following agencies prior to submitting a development application. Grand County Community and Economic Development staff will request approval letters or signatures from each agency after a complete application is submitted.

Moab Valley Fire Department
Grand County Road Supervisor
Grand Water and Sewer Service Agency
Rocky Mountain Power
FEMA Floodplain Administrator

SUPPORTING MATERIALS
Replat applications shall contain, at a minimum, the following supporting materials through the approval process according to the following submittal schedule:

1. **APPLICATION SUBMISSION.** A complete set of all supporting materials shall be submitted with this application. These complete sets should include one 11X17 hard copy and one electronic copy.

2. **POST COUNCIL MEETING.** A non-erasable Mylar copy suitable for recording, a digital copy, that comply with the County Council’s approval.

☐ **Subdivision Amendment (Replat).** A replat that removes any covenants or restrictions or increase the number of lots shall be subject to all the requirements of the LUC regarding preliminary plats and final plats. A 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. Replats 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 replat submission must conform in all major respects to the Preliminary Plat and Final Plat as previously reviewed and approved by the Planning Commission and County Council as applicable. Post meeting replat submissions for recordation shall include all information listed below, delineated in permanent ink on 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 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 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 plat;

• **Easements.** Location and dimensions of all easements shall be placed on the 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 plat;

• **Purpose of Sites.** The purpose for which sites, other than residential lots, are dedicated or reserved shall be placed on the plat;

• **Building Lines.** Minimum building setback lines when required or approved by the Planning Commission shall be placed on the plat;

• **Monuments.** Location and description of monuments shall be placed on the 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 plat.

• **Surveyor's Certificate and Legal Description.** A legal description and surveyor's certificate in the following form, shall be placed on the 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 County Council, in the following form, shall be placed on the 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 plat;

• **Plat Identification & Date.** A positive reference and identification of the plat and date of the plat shall be placed on the plat;

• **Dedication Certificate.**

  1. The property owner's certificate or deed of dedication shall be placed on the 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.

☐ 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 $350.00 shall be paid in full.

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

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: __________________________ Date: 8-6-19
Located in the northwest quarter of Section 15, Township 36 South, Range 22 East, Salt Lake Base and Meridian, Grand County, Utah.

Surveyor's Certificate

Lucas Blake, do hereby certify that I am a Registered Utah Land Surveyor, and that I hold certificate no. 7540204 as prescribed under the laws of the State of Utah, and I further certify that under authority of the owners, I have made a survey of the tract of land shown on this plat and described below, and I have subdivided said tract of land into lots and streets, hereafter to be known as JUNIPER COVE SUBDIVISION, AMENDED and that same has been correctly surveyed and staked on the ground as shown on this plat.

Boundary Description

BEGINNING AT A CORNER WHICH BEARS NORTH 60°3.7 FEET; THENCE EAST 95.00 FEET; THENCE NORTH 89°49'00" WEST 95.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 36 SOUTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°48'59" WEST 183.4 FT; THENCE SOUTH 89°49'00" EAST 95.00 FEET; THENCE NORTH 89°49'00" WEST 183.44 FEET; THENCE SOUTH 89°49'00" EAST 95.00 FEET; THENCE NORTH 89°49'00" WEST 118.60 FEET TO THE POINT OF BEGINNING.

Lucas Blake
License No. 7540204

Owner's Dedication

Know all men by these presents that we, the undersigned owners of the above described tract of land, having caused same to be subdivided into lots and streets hereafter to be known as JUNIPER COVE SUBDIVISION, AMENDED, do hereby dedicate for perpetual use of the public of all periods of land shown on this plat as intended for public use.

In witness whereof we have hereunto set our hands this 5th day of May 2019.


Acknowledgment

On the 5th day of May 2019 personally appeared before me, the undersigned Notary Public in and for said County of Grand, in said State of Utah, the undersigned Notary Public, the number of whom I swear to be true.

I further certify that I am a Notary Public residing in Utah, and that I am competent to administer oaths, and that I know from other information than that supplied by the person or persons whom I have sworn to, that the above instrument was signed by the person or persons whom I have sworn to, and that they signed it freely and voluntarily and for the uses and purposes thereto mentioned.

My commission expires ____________________

Notary Public in and for the State of Utah.
GRAND COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF UTAH

Application for Retail Beer License

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

Name: Jean + Alan Murawski DBA Buzzards Belly LLC
Address: 602 N. Terra Ce Dr. Grand Junc. CO 81507
Nature of Business: General Store Cisco Utah
Address of Business: 100 Pennsylvania Ave. Cisco UT 84515

Hereby applies for a license to vend light beer at retail for and on behalf of Jean Murawski

whose partners are as follows: Alan Murawski (Husband)

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 Buzzards Belly General Store in Cisco, Utah, for a term of 12 months, commencing the day of , 20 and ending the day of , 20

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 day of , 2019

Jean Murawski

APPROVED BY GRAND COUNTY COUNCIL

Sanitarian: 6-11-19
Grand County Sheriff: 6-14-19
Council Chair: 
GRAND COUNTY (City) (Town) (County) grants its consent to
the issuance of a state off-premise beer retailer license for Buzzards Belly General Store
owned by Jean and Alan Murawski
and located at Cisco Utah - 100 Pennsylvania Ave, pursuant to the provisions of 32 B-7, Utah Code, for the purpose of the storage and sale of beer off-premises.

Applicant has met all local ordinances relating to issuance of local business license(s).

Name/title

Authorized signature
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<td>11:00AM Housing Task Force (Library)</td>
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<td>5:00PM Airport Board Meeting (Chambers)</td>
<td>11:00AM Trail Mix (Grand Center)</td>
<td>12:00PM Special Mtg w/ Rep. John Curtis (City Chambers)</td>
<td>9:00AM Budget Advisory Board (Chambers)</td>
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<td>5:30PM Mosquito Abatement District (District Office)</td>
<td>12:00PM Solid Waste Special Service District (District Office)</td>
<td>4:00PM County Council Meeting (Chambers)</td>
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<td>9:00AM Budget Advisory Board (Chambers)</td>
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<td>5:00PM Planning Commission (Chambers)</td>
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<td>9:00AM EMS SSD (EMS Training Center)</td>
<td>4:00PM Thompson Springs Special Service Fire District Mtg (Chambers)</td>
<td>5:30PM Museum of Moab (Grand Center)</td>
<td>9:00AM Budget Advisory Board (Chambers)</td>
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<td>12:30PM Council on Aging (Grand Center)</td>
<td>4:05PM Planning Commission (Chambers)</td>
<td>5:00PM Recreation SSD (City Chambers)</td>
<td>12:00PM Housing Authority of Southeastern Utah (City Chambers)</td>
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<td>4:00PM Thompson Springs Special Service Fire District Mtg (Chambers)</td>
<td>7:00PM County Council Meeting (Chambers)</td>
<td>7:00PM Thompson Water District Board (Thompson Fire Station)</td>
<td>4:00PM Arches Special Service District (Fairfield Inn &amp; Suites - 1863 N. Highway 191)</td>
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<td>9:00AM Canyon Country Partnership (CCP)</td>
<td>9:00AM Budget Advisory Board (Chambers)</td>
<td>10:30AM SEUHAC (Moab)</td>
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<td>3:00PM Moab Tailings Project Steering Committee (Chambers)</td>
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### November 2019

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<td>1:00PM Homeless Coordinating Committee Meeting (Zions Bank)</td>
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<td>6:00PM Transportation Special Service District (GC Road Shed)</td>
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<td>12:00PM Housing Authority of Southeastern Utah (City Chambers)</td>
<td>4:00PM Arches Special Service District (Fairfield Inn &amp; Suites - 1903 N. Highway 191)</td>
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<td>4:00PM Thompson Springs Special Service Fire District Meeting (Chambers)</td>
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**Veteran’s Day**

- 8:00AM County Offices Closed
- 11:00AM Trail Mix (Grand Center)
- 2:00PM Conservation District (Hospital)
- 3:00PM Travel Council Advisory (Chambers)
- 4:00PM Noxious Weed Control (Grand Center)
- 6:00PM Cemetery Maintenance (District Office)
- 6:00PM Transportation Special Service District (GC Road Shed)

**Thanksgiving Holiday**

- 2:45PM Mental Health Board (Four Corners) (Green River)
- 5:00PM Health Board Meeting (Green River)
- 5:00PM Planning Commission (Chambers)
- 8:30AM Chamber of Commerce (Zions Bank)
Employment Opportunities

**GCSO Corrections Officer**
Posted August 1, 2017 8:00 AM | Closes September 30, 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 September 30, 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 September 30, 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 | Open Until Filled
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](#)

**Library Clerk (Part-Time) 2 POSITIONS AVAILABLE**
Posted September 12, 2019 8:00 AM | Closes October 4, 2019 5:00 PM
GENERAL PURPOSE Performs a variety of entry level library support duties as needed to provide day-to-day public library services. Functional assignments may include... [Full Description](#)

[Apply Online](#)
<table>
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<tr>
<th>Date</th>
<th>Event Name</th>
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<tr>
<td><strong>OCTOBER</strong></td>
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<td>4-6</td>
<td>Outerbike</td>
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<td>11-14</td>
<td>Moab 240 (trail running)</td>
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<td>13</td>
<td>Arches Half Marathon</td>
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<td>24-27</td>
<td>Moab ho Down Mtn bike Festival</td>
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<td>24-27</td>
<td>Jeep Jamboree</td>
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<td><strong>NOVEMBER</strong></td>
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<td>Scots on the Rocks</td>
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<td>dead horse ultra</td>
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History: Earlier in the year we submitted a CIB application under the auspice and with the support of the MBA for a new ambulance station. The initial application was to simply build bays and living quarters for our staff where the current pavilion is at the old senior center. Our intention was to do this project in 2 phases: phase 1, new shed and living quarters, phase 2, new administrative offices. After the application was submitted we received some encouragement from both the CIB and our engineers to look for an approach that would combine both phases and get our total needs taken care of. In August we submitted an amended CIB application to include moving forward with both phases. During the CIB board meeting in September, they offered very favorable terms to fund the total project. At this time the location has yet to be finalized.

Request: After reviewing several site options and looking at development costs, we would like to request permission to continue planning for a new facility at the old senior center location. This would include demolition of the current facilities and rebuilding.

Concerns: Many concerns for the site exist:

- Parking projections have not been able to meet city code: We are working on a parking study for the area and based on the results might need to request a variance from the City.

- One entrance in and out is not ideal: The location current only has one access road, we are working with a landowner to purchase an easement that would give us emergency only access in the event that 100 north becomes impassable.

- 100 north from 400 east to the old senior center is narrow and not ideal: The department intents (as we do now) to only proceed in an emergent manner once the ambulance or quick response vehicle reaches 400 east.
Other road improvements could be considered to ensure safety along 100 north.

- American Legion deed restriction: I have spoken with Ron Irvin with the Legion. Our intention is to provide them adequate space within the new building. The legion is supportive of the new building.

- Displacing County departments: In moving forward, several county departments and a non-profit will be displaced. The district would like to work with the county to find these departments temporary homes. The new facility will not be able to accommodate these departments' continued use. However, the EMS department would vacate the old bus barn and the Melich House upon completion of the new building.

**Moving forward:** If the council chooses to proceed, many steps still exist including finalizing a lease agreement between the county and the district. If all items come together in a timely fashion, construction could begin at the earliest in December. This could also save funds for the county this year by not replacing the roof on the existing building. We believe the existing issues are resolvable. This location offers advantages in terms of both a quick reliable response and ease of development.
**2020 Calendar Year Entity**

**Property Tax Increase Requirements (TNT)**

(Additional Requirements: process was changed by Senate Bill 61 in 2014 [http://le.utah.gov/~2014/bills/static/SB0061.html](http://le.utah.gov/~2014/bills/static/SB0061.html))

Executive-Council Counties, Special Service Districts, & Local Districts may be subject to additional requirements; Please contact the Property Tax Division if considering a tax increase.

<table>
<thead>
<tr>
<th>DATE</th>
<th>2019 Date</th>
<th>Action</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>On or Before Oct. 1st</td>
<td>October 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>Notification of public meeting</td>
<td>Notify county legislative body of the date, time, and place of the public hearing where the budget will be discussed. The Tax Commission also recommends notification of the intent to increase property taxes.</td>
</tr>
<tr>
<td>14 or more days before the general or municipal election</td>
<td>By October 22&lt;sup&gt;nd&lt;/sup&gt; or earlier</td>
<td>Public Meeting with agenda item</td>
<td>In a public meeting, have separate agenda item, state: (1) intent to increase property taxes, (2) dollar amount of increase, (3) purpose for increase, (4) and the approximate percentage increase.</td>
</tr>
</tbody>
</table>
| 7 or more days before the general or municipal election | By October 29<sup>th</sup> or earlier | Parcel Specific Notice Must be Mailed | *this requirement was added to eliminate the second TNT public hearing in the summer*
| | | Info needed: (1) Value of the property, current year (2) tax on the property, current year (3) estimated tax on property w/ proposed increase (4) date, time and place of public hearing (5) statement from 59-2-919(3)(c)(iv). We also suggest the taxable value be included. See example below. |
| 2 weeks before the public hearing | | | Notify public with a newspaper advertisement and post on the public notice websites: [www.utah.gov/pmn/index.html](http://www.utah.gov/pmn/index.html), [www.utahlegals.com](http://www.utahlegals.com). TNT Ad must be filled out on the Certified Tax Rate System ([www.taxrates.utah.gov](http://www.taxrates.utah.gov)). After you sign in, on the main screen hover over *Data Entry* menu item, then click on *Truth in Taxation December Ad* and fill out the information. |
| 1 week before the public hearing | | | Same advertisement as was used the week before. **All copies of newspaper advertisements must be sent to county auditor and tax commission.** |
| 2 weeks after the 1<sup>st</sup> newspaper advertisement | | Hold Public Hearing, budget hearing (TNT) | Public hearing must be held, may be in conjunction with the public hearing required by Section 17-36-13 or 17B-1-610. **The only other hearings allowed on the same day are budget, fee, and enterprise fund hearings. Any meetings on the same day must end before the TNT hearing.** |
| After the public hearing | | Adopt the Property Tax Increase | After the public hearing, the property tax increase may be adopted, **Resolution (pt-800C) must be sent in to tax commission before rate can be finalized** |

**PLEASE SEND A COPY OR PROOF OF ALL THE REQUIREMENTS TO THE COUNTY AUDITOR AND THE TAX COMMISSION!!!**

*There is now no advertisement or public hearing required in the summer, thus the need for a Parcel Specific Notice. Once the property tax increase is adopted, the process is over.*
NOTICE OF PROPOSED TAX INCREASE  
(Taxing Entity Name)

Serial Number: 0123456789

Owner Information:  
Joshua Nielsen  
123 Chuck Norris Way  
Salt Lake City, UT 84124

(Taxing Entity Name) is proposing a tax increase for 2019. This notice contains estimates of the tax on your property and the proposed tax increase on your property as a result of this tax increase. These estimates are calculated on the basis of 2018 data. The actual tax on your property and proposed tax increase on your property may vary from this estimate.

<table>
<thead>
<tr>
<th>Market Value</th>
<th>Taxable Value</th>
<th>Current Year Tax Rate</th>
<th>Tax This Year</th>
<th>Estimated Next Year Tax Rate</th>
<th>Estimated Tax Next Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>$150,000</td>
<td>$82,500</td>
<td>.000318</td>
<td>$26.24</td>
<td>.000637</td>
<td>$52.55</td>
</tr>
</tbody>
</table>

PUBLIC HEARING

Date: November, 2018

Time: 6:00 pm
Location: Taxing Entity Address  
City, Utah

This rate is determined by dividing desired revenue (2019 revenue plus desired increase for 2020) by the taxable value. The taxable value is the proposed taxable value on the Certified Tax Rates website Rate Detail screen, colored in yellow.

To obtain more information regarding the tax increase, citizens may contact (Taxing Entity Name) at (phone number).
Agenda Summary
GRAND COUNTY COUNCIL
October 1, 2019
AGENDA ITEM: BB

Title: Discussion Item: Reviewing proposed updates to the View Gate Terrace Master Plan associated with the HDHO-35b request at 1246 and 1248 South Highway 191.

Fiscal Impact: N/A

Presenter(s): Will Hansen and Alan Melchior (View Gate Development LLC); Zacharia Levine, CED Director

Possible Motion:
Council shall clearly communicate its will to the Applicant regarding the proposed master plan and development agreement.

Following the September 17, 2019 Council discussion regarding the View Gate HDHO Development application, multiple Council members raised new concerns regarding related to hydrology and future subdivision. These items need to be addressed on the master plan and development agreement prior to adoption of the ordinance that would approve the View Gate Terrace HDHO District 35b and associated master plan.

Planning Commission Recommendation:
The Planning Commission held a public hearing on July 9, 2019 and voted to send a favorable recommendation to the County Council for applying the Overlay, subject to the following conditions:

- Developer shall install a privacy fence along the exterior property perimeter where a boundary is shared with residentially zoned properties;
- Developer shall be restricted to 35 feet in height (that of the underlying zone district) along the eastern half of the property; and
- Developer shall designate on the proposed master plan which lots/units will be deed restricted

Staff Recommendation:
Staff recommends Council approve the HDHO-35b application and updated master plan and development agreement, with the following conditions:

- Applicant shall submit development plans to UDOT immediately for review and determination of required access improvements; Developer shall be responsible for any required improvements.
- Applicant shall further describe the 20’ easement as a construction and maintenance access easement conveyed to the County for its storm water detention basin. The County Attorney has requested the
Applicant convey the easement to the County in a separate deed document.

- Applicant shall identify the Parcel Numbers and Notes without solid border lines to avoid confusion with the proposed lot lines on the master plan.
- Applicant shall add the following notes to the master plan and development agreement:
  1. Developer shall maintain the right to subdivide Parcels 3 and 4 at a density of one (1) dwelling unit per acre with permitted accessory uses and structures permitted in Section 3.2 of the LUC. If further subdivision of Parcel 3 or 4 occurs, the overall number of deed restricted HDHO Lots/Units shown on this master plan shall increase in order to meet the minimum HDHO requirement of Section 4.7 (80% of all Lots/Units created by an HDHO Development shall be deed restricted).
  2. Developer shall drill groundwater test holes in ANY area disturbed by proposed grading, excavation, or other construction activities prior to receiving a development permit. The County Engineer shall review and consider the test results in advance of reviewing or approving any development applications.
  3. At their expense, Developer shall complete a full geotechnical and hydrologic study to examine the impacts of site disturbance on groundwater resources in the vicinity (or within a certain radius of the site).
  Possible fourth condition: Applicant shall record architectural renderings associated with the master plan. (Changes could be allowed within reason. Language would need to be developed prior to a formal vote.)

Staff believes the updated Viewgate Terrace Master Plan reflects a good-faith effort on the part of the Owners/Developers to a) meet the legislative intent of the HDHO Ordinance, b) respond to concerns raised by adjacent owners and council members, and c) propose a project that is viable.

Staff would like to see the restaurant space added back to the master plan, or some other forms of community benefits (e.g. other commercial uses, such as office or retail space, open space, or recreational amenities). However, Staff also recognizes the Owners/Developers are trying to achieve balance with their development and this master plan is, in effect, a mixed-use extension of their recently constructed hotel. recommends Council approved the HDHO District 35b application and REVISED master plan (See background for details on the Applicants’ proposed master plan revisions).

ATTACHMENT(S):
- Proposed, updated master plan revisions dated 9.24.19
- Proposed, updated development agreement (NOT yet finalized by staff or County Attorney)
- Proposed architectural renderings
NOTICE TO TITLE COMPANY: SECTION 4 HEREIN REQUIRES EACH DEED OF CONVEYANCE TO INCLUDE THE DEED RESTRICTION SET FORTH IN SECTION 4.2

DEVELOPMENT AGREEMENT AND DEED RESTRICTION HIGH DENSITY HOUSING OVERLAY DISTRICT

Pursuant to Grand County Code Section 4.7

This DEVELOPMENT AGREEMENT AND DEED RESTRICTION (this “Agreement”) is made and entered into as of this 12th day of September, 2019 (the “Effective Date”) by and between View Gate Development, a Utah limited liability company with its principal place of business located at 1248 S Hwy 191, Moab Utah (“Owner/Developer”), and Grand County, a political subdivision of the State of Utah (“County”).

Recitals

A. WHEREAS, Owner/Developer owns that certain property situated in Grand County, Utah, as more particularly described in Exhibit A (the “Property”), which is attached hereto and incorporated herein by this reference.

B. WHEREAS, Owner/Developer has requested Grand County to apply the High Density Housing Overlay District (the “HDHO District Application”) to the Property to take advantage of the Development Standards and other Development Incentives set forth in Section 4.7 of the Grand County Land Use Code (“Section 4.7”).

C. WHEREAS, the Grand County Council has, in the exercise of its legislative discretion and following all required public hearings, approved the application of the HDHO District to the Property pursuant to the terms and conditions herein and provided that no fewer than eighty percent (80%) of the units developed on the Property are deed restricted for Primary Residential Housing for Actively Employed Households, as defined in Section 4.7.3 of the Grand County Code (the “Code”).

D. WHEREAS, pursuant to the authority of Utah Code §17-27A-102(1)(b) and Section 4.7, as amended, the Parties desire to enter into this Agreement for the purpose of formalizing certain obligations of Owner/Developer with respect to the Property, and such other matters as the County and the Owner/Developer have agreed as particularly set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, including approval of the application of the HDHO District to the Property, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS. All terms herein shall have those meanings assigned in Section 4.7 of the Grand County Code (“Section 4.7”).
2. COVENANT TO COMPLY WITH SECTION 4.7. In consideration of the application of the HDHO District to the Property, and specifically the Development Standards set forth in Code Section 4.7.5, Owner/Developer hereby covenants and agrees to strictly comply with the provisions, duties, and obligations of Section 4.7, which provisions, duties, and obligations are integrated herein by this reference.

3. ADDITIONAL TERMS AND CONDITIONS.

3.1. View Gate Development sets forth that the density of units intended to be completed on the available acreage, and according to Ground County building and land use codes, will not exceed 122 units.

3.2 View Gate Development sets forth agreement to initialize the process for conveyance of easements pertaining to existing storm management structures, and necessary access to Grand County. This action will be a combined effort with the developer and the Grand County Road Department to identify a mutually beneficial access easement prior to final plat submittal.

3.3 View Gate Development will execute previous verbal agreements with adjoining landowner pursuant to the County requirements for a 54’ right of way easement on the main access to the HDO properties prior to preliminary plat submittal.

4. DEED RESTRICTION.

4.1. At least eighty percent (80%) of all Lots or Units developed on the Property shall be deed restricted for Primary Residential Occupancy for Actively Employed Households, as designated on the Final Plat or Site Plan.

4.2. Each deed of conveyance for an HDHO Lot or Unit shall include the following Deed Restriction:

   The Property shall be used for Primary Residential Housing for Actively Employed Households as required by Grand County Land Use Code, Section 4.7, High Density Overlay Districts Overlay, in perpetuity. The Property is further subject to the Development Agreement recorded in the real property records of Grand County, Utah on ______ (Date) at Entry No. ________.

   Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Deed Restriction by a record owner of any HDHO Lot or Unit.

4.3. Each HDHO Unit is required to have and maintain those minimum standards of physical condition set forth in Exhibit B, Minimum Standards, to Section 4.7, which Minimum Standards are integrated herein by this reference.

   Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Section 4.3 by a record owner of any HDHO Unit in Grand County.
4.4. Owner/Developer shall include the deed restriction contained in Section 4.2 and 4.3 above in each and every deed of original conveyance of an HDHO Lot, and each deed of conveyance thereafter shall include the same.

5. DEFAULT.

5.1. Violation or breach of any provision hereunder, or Section 4.7, shall constitute an Event of Default. Upon the occurrence of any Event of Default, the County shall provide written notice by certified mail, postage prepaid, to the defaulting owner at the address on file with the Grand County Assessor’s office, which notice shall be effective as of the date of deposit in the United States Mail. The defaulting owner shall have thirty (30) days to remedy the Event of Default, after which time the County may enforce all remedies available to it under this Agreement, Section 4.7, or Utah law including specific performance and monetary fines pursuant to Section 5.2 herein.

5.2. In the event an Event of Default is not cured under Section 5.1 above, fines in the amount of $50 per day shall accrue until the Event of Default is cured. The County reserves the right to seek judicial enforcement of these fines, including a judgment lien and foreclosure.

6. MISCELLANEOUS.

6.1. Owner/Developer hereby waives any defenses, rights or remedies that it might otherwise assert against the County in connection with: (i) the application of the rule against perpetuities to this Agreement; or (ii) any claim that the covenants in this Agreement recorded against the HDHO Lots and Units are not covenants running with the land upon the Property. This waiver shall be binding upon and inure to the benefit of the successor and assigns of the Owner/Developer and the County.

6.2. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of any of the foregoing Agreement shall be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions in this Agreement.

6.3. If any party shall take or defend against any action for any relief against another party arising out of this Agreement, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including, but not limited to, reasonable attorneys' fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

6.4. This Agreement shall be governed by and construed under Utah law.

6.5. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, and assigns of the parties.
6.6. Paragraph or section headings within this Agreement are inserted solely for convenience of reference and are not intended to, and shall not, govern, limit or aid in the construction of any terms or provisions contained herein. Further, whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

6.7. This Agreement may be amended only upon written amendment executed by both Parties, recorded in the real property records of Grand County, Utah; provided, however, that all material terms and provisions, including the percentage of HDHO Lots or Units, may not be amended or modified without reapplication to the County.

6.8. This Agreement shall be recorded by Owner/Developer prior to recordation of a final plat or issuance of a building permit for any unit within a site plan approved hereunder, as required by Section 4.7.

IN WITNESS WHEREOF, this Agreement is effective as of the date first written above.

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

By:________________________
Name: ________________________

ATTEST:           Chair, Grand County Council
________________________ County Clerk

Owner/Developer:

By: ________________________
Name: ________________________

STATE OF UTAH )
 ) ss
COUNTY OF GRAND )

On __________, 2019, _______________ (name), as __________ (title) of _______________(entity name), a Utah __________ (entity type), appeared before me and acknowledged and swore to me that the foregoing Agreement was signed on behalf of _______________(entity name) by authority of its Articles of Organization [OR Incorporation] and Operating Agreement [OR Bylaws].

________________________________ NOTARY PUBLIC
<table>
<thead>
<tr>
<th>Title:</th>
<th>Public Hearing to hear public input on an ordinance amending Ordinance 526 Flood Damage Prevention</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiscal Impact:</td>
<td>None</td>
</tr>
<tr>
<td>Presenter(s):</td>
<td>William Hulse, Building Official/ Floodplain Administrator</td>
</tr>
</tbody>
</table>

**Recommendation:**
I move to adopt proposed ordinance approving amendments to Ordinance 526 Flood Damage Prevention, and authorize the Chair to sign all associated documents.

**Background:**
This Ordinance is being amended for the following reasons:
- The current ordinance requires the lowest floor to be at or above, the building and residential codes require 12". At 12" the codes and the ordinance are consistent and will receive points in the CRS program.
- The definition of Critical Facilities was added and a requirement that all new Critical Facilities be prohibited from the Special Flood Hazard Area (SFHA) including the 500 Yr level.
- The definitions of Substantial Damage and Substantial Improvements have been changed to match the wording in FEMA.
- There is a new section added to the general standards prohibiting the storage of hazardous materials in the SFHA.
- We have added a non-conversion agreement to article V section B, 4.
- #7 was added to article V section B, stating that any fill used in the SFHA to elevate a structure needs to be compacted and protected from erosion,
- A provision was added to require all new subdivisions with lots in the SFHA be provided with base flood elevations on the plat.

**Attachment(s):**
1. Proposed Ordinance (Red-lined & Clean copies)
2. Non-conversion Disclosure Form
GRAND COUNTY UTAH

AN ORDINANCE ESTABLISHING FLOODPLAIN MANAGEMENT REGULATION AND
REPEALING AND REPLACING ORDINANCE NO. 526 (FLOOD DAMAGE PREVENTION)

WHEREAS, certain areas of Grand County are subject to periodic flooding, causing serious
damages to properties within these areas; and

WHEREAS, it is the intent of the Council to require the recognition and evaluation of flood hazards in
all official actions relating to land use in areas having these hazards; and

WHEREAS, the National Flood Insurance Program (“NFIP”) is a Federal Program enabling property
owners in participating communities to purchase insurance as protection against flood losses; and

WHEREAS, in order to participate in the NFIP, the County must adopt and enforce floodplain
management regulation that meet or exceed the requirements of the NFIP; and

WHEREAS, pursuant to Utah Code Ann. § 17-50-302, the County Council was the legal authority
to adopt land and control measures to reduce future flood losses and enable the County to participate in the
NFIP; and

WHEREAS, the County Council adopted Ordinance No. 526 (Flood Damage Prevention) on
September 2, 2014; and

WHEREAS, the County Council now desires to repeal and replace Ordinance No. 526 with this
Ordinance to update the County’s floodplain management regulation to be consistent with recent statutory
amendments; AND

WHEREAS, the County Council held a public hearing on October 1, 2019 to solicit public input
on this Ordinance and voted to approve the same on October 15, 2019;

NOW THEREFORE, the Grand County Council does hereby ordain as follows:

ARTICLE I

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Utah has, in Utah Code Ann. Statute § 17-50-302, delegated the
responsibility to local governmental units to adopt regulations designed to promote the public health,
safety, and general welfare of its citizenry. Therefore the State of Utah does or has delegated the
responsibility of local governmental units to adopt regulations designed to minimize flood losses.

SECTION B. FINDINGS OF FACT
1. The flood hazard areas of Grand County are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health safety and general welfare.
2. These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Protect human life and health;
2. Minimize expenditure of public money for costly flood control projects,
3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. Minimize prolonged business interruptions;
5. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
6. Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
7. Insure that potential buyers are notified that property is in a flood area.

SECTION D. METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance uses the following methods:

1. Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
4. Control filling, grading, dredging and other development which may increase flood damage; and
5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.
ARTICLE II
DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

500-year Floodplain – means an area of minimal flood hazard with a 1 in 500 annual chance of flooding or .2% per annum

ALLUVIAL FAN FLOODING – means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APEX – means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

AREA OF SHALLOW FLOODING – means a designated AO, AH, or VO zone on a community’s Flood Insurance Rate Map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by pending or sheet flow.

AREA OF SPECIAL FLOOD HAZARD – is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood hazard Boundary Map (FhBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AE, AH, AO, A1–99, VO, V, or V.

BASE FLOOD – means the flood having a one percent chance of being equaled or exceeded in any given year.

BASEMENT – means any area of the building having its flood sub-grade (below ground level) on all sides.

CRITICAL FACILITIES – A critical facility provides services and functions essential to a community, especially during and after a disaster. Examples include but are not limited to: Police, Law Enforcement & Fire Stations, Emergency Operations Center (EOC), medical facilities, schools, evacuation centers & shelters, power generation stations and public utilities.

CRITICAL FEATURE – means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT – means any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

ELEVATED BUILDING – means a non-basement building (i) built, in the case of a building in Zones A 1-30, AL, A, A99, AO, AH, E, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor of the water and (ii) adequately anchor ed so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-
Amended 9/9/2019

30, AE, A, A99, AO, AH, B, C, X, and D, “elevated building” also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In the case of Zones V1-30, VE, or V, “elevated building” also includes a building otherwise meeting the definition of “elevated building,” even though the lower area is enclosed by means of breakaway walls if the breakaway walls met the standards of Section 60.3(e)(5) of the National Flood Insurance Program regulations.

EXISTING CONSTRUCTION - means for the purposes of determining rates, structures for which the “start of construction” commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. “Existing construction” may also be referred to as “existing structures.”

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - Means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOOD OR FLOODING - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters; and
2. The unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD BOUNDARY-FLOODWAY MAP (“FBFM”) – means INSERT.

FHBM – means INSERT.

FLOOD INSURANCE RATE MAP (“FIRM”) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) - is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.

FLOODPLAIN OR FLOOD-PRONE AREA - means any land area susceptible to being inundated by water from any source (see definition of flooding).

FLOODPLAIN MANAGEMENT - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS - means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such
state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.
FLOOD PROTECTION SYSTEM - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a “special flood hazard” and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOOD PROOFING - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY (REGULATORY FLOODWAY) - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

FUNCTIONALLY DEPENDENT USE - means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
   a) By an approved state program as determined by the Secretary of the Interior, or
   b) Directly by the Secretary of the Interior in states without approved programs.

LEVEE - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporarily flooding.
**LEVEE SYSTEM** - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

**LOWEST FLOOR** - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; **provided** that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

**MANUFACTURED HOME** - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term “manufactured home” does not include a “recreational vehicle.”

**MANUFACTURED HOME PARK OR SUBDIVISION** - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**MEAN SEA LEVEL** - means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community’s Flood Insurance Rate Map are referenced.

**NEW CONSTRUCTION** - means, for the purpose of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, “new construction” means structures for which the “start of construction” commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

**NEW MANUFACTURED HOME PARK OR SUBDIVISION** - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

**RECREATIONAL VEHICLE** - means a vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projections;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**SPECIAL FLOOD HAZARD AREA ("SFHA")** - means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FIRM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AE, AI I, AO, A-1- 99, VO, V1 30, VE or V.
START OF CONSTRUCTION - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)) includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair,
reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**STRUCTURE** - means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

**SUBSTANTIAL DAMAGE** - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred or two floods in ten years with an average damage of 25% of the building’s market value.

**SUBSTANTIAL IMPROVEMENT** - means any reconstruction, rehabilitation, addition, or other improvement of a structure, where over the life of the structure the cumulatively the cost of which equals or exceeds 50 percent of the market value of the structure before “start of construction” of the improvement. This includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either.

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions; or

2. Any alteration of a “historic structure,” provided that the alteration will not preclude the structure’s continued designation as a “historic structure.”

**VARIANCE** - is a grant of relief to a person from the requirement of this ordinance when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this ordinance. (For fun I requirements see Section 60.6 of the National Flood Insurance Program regulations.)

**VIOLATION** - means the failure of a structure or other development to be fully compliant with the community’s floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (e)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

**WATER SURFACE ELEVATION** - means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.
ARTICLE III

GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES

The Ordinance shall apply to all areas of special flood hazard within the jurisdiction of Grand County.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, “The Flood Insurance Study for Grand County,” dated May 29, 2018, with accompanying Flood Insurance Rate Maps and Flood Boundary-Floodway Maps (FIRM and FBFM) and any revisions thereto are hereby adopted by reference and declared to be a part of this Ordinance. SFHAs within the jurisdiction of Grand County, as identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, “The Flood Insurance Study for Grand County,” dated May 29, 2018 April 2, 2009, with accompanying Flood Insurance Rate Maps and shall hereafter automatically adopt FEMA Flood Insurance Studies and automatically adopt effective FEMA Flood Insurance Rate Maps and FBFM maps, as amended.

SECTION BC. ESTABLISHMENT OF DEVELOPMENT PERMIT

A Development Permit shall be required to ensure conformance with the provisions of this Ordinance.

SECTION CD. COMPLIANCE

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this Ordinance and other applicable regulations.

SECTION DE. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION EF. INTERPRETATION

In the interpretation and application of this Ordinance, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and
3. Deemed neither to limit nor repeal any other powers granted under State statutes.
SECTION FG. WARNING AND DISCLAIMER OR LIABILITY

The degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the County or any official or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made thereunder.

ARTICLE IV

ADMINISTRATION

SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Grand County Floodplain Manager is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.

SECTION B. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

1. Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.

2. Review permit application to determine whether proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.

3. Review, approve or deny all applications for development permits required by adoption of this ordinance.

4. Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

5. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

6. Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is Utah Floodplain Administrator, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
7. **Assure** that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

8. When base flood elevation data has not been provided in accordance with Article 3, Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Article 5.

9. When a regulatory flood way has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community’s FIRMs, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

10. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AU, on the community’s FIRMs which increases the water surface elevation of the base flood by more than one foot, provided that the community first applies for a conditional FIRM revision through EEMA (Conditional Letter of Map Revision).

**SECTION C. PERMIT PROCEDURES**

Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

1. Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

2. Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;

3. A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Article 5, Section J3(2);

4. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development; and

5. **Maintain** a record of all such information in accordance with Article 4, Section (B)(I).
6. Approval or denial of a Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

a) The danger to life and property due to flooding or erosion damage;

b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

c) The danger that materials may be swept onto other lands to the injury of others;

d) The compatibility of the proposed use with existing and anticipated development;

e) The safety of access to the property in times of flood for ordinary and emergency vehicles;

f) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

g) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;

h) The necessity to the facility of a water front location, where applicable;

i) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

j) The relationship of the proposed use to the comprehensive plan for that area.

SECTION D. VARIANCE PROCEDURES

1. The Appeal Board as established by the Council shall hear and render judgment on requests for variances from the requirements of this ordinance.

2. The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

3. Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.

4. The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

5. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.
6. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C(2) of this Article have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

7. Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance (Article 1, Section C).

8. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

9. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structures continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

10. Prerequisites for granting variances:

   a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

   b) Variances shall only be issued upon:

      1) showing a good and sufficient cause;

      2) a determination that failure to grant the variance would result in exceptional hardship to the applicant; and

      3) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

   c) Any application to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

11. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:

   a) The criteria outlined in Article 4, Section D(1)-(9) are met; and

   b) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.
ARTICLE V
PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

1. In all areas of special flood hazards the SFHAs, the following provisions are required for all new construction and substantial improvements shall be:
   a) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
   b) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
   c) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
   d) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
   e) Designed with All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
   f) Designed with New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,
   g) Designed to utilize so that On-site waste disposal systems shall be located to in locations as to are located to avoid impairment to them or contamination from them during flooding.
   
2. The storage of hazardous material shall be prohibited in all SFHAs

SECTION B. SPECIFIC STANDARDS

In all areas of special flood hazards SFHAs where base flood elevation data has been provided as set forth in (i) Article 3, Section A(4), (ii) Article 4, Section B(8), or (iii) Article 5, Section C(3), the following provisions are required:

1. Residential Construction - new construction and substantial improvement of any residential structure shall have the lowest floor, utilities and equipment (including basement), elevated to or 1812 inches or more above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this
subsection, as proposed in Article 4. Section C(1)a., is satisfied.
2. **Nonresidential Construction** - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor, utilities and equipment (including basement), elevated to or 1218 inches or more above the base flood level or together with attendant utility and sanitary facilities, be designed so that 1812 inches above the BFE and below, the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed elevated shall be maintained by the Floodplain Administrator.

3. **Critical Facilities** – new and substantially improved critical facilities as defined in this ordinance shall be prohibited from all SFHAs, and areas within the 500-year floodplain.

4. **Enclosures** - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

   a) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

   b) The bottom of all openings shall be no higher than one foot above grade.

   c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

   d) A non-conversion agreement, signed by the owner and allowing the county to do annual inspections is provided and recorded on the property deed.

   d) Be constructed of materials resistant to flood damage.

5. **Manufactured Homes** – All manufactured homes shall be:

   a) Require that all manufactured homes to be placed within Zone A on a community’s FHBM or FIRM and shall be elevated using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

   b) Require that manufactured homes that are placed or substantially improved within FIRM A Zones A1–30, AH, and AE on the community’s FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured
home has incurred “substantial damage” as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home, utilities and equipment are elevated to or 18\text{\textfrac{1}{2}} inches or more above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

c) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision within FIRM A Zones A1-30, AH and AE on the community’s FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:

1) the lowest floor of the manufactured home, utilities and equipment are at least 18\text{\textfrac{1}{2}} inches or more above the base flood elevation, or

2) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

6. **Recreational Vehicles** - Require that recreational vehicles placed on sites within FIRM A Zones A1-30, AH, and AE on the community’s FIRM—either:

a) be on the site for fewer than 180 consecutive days;

b) be fully licensed and ready for highway use; or

c) meet the permit requirements of Article 4, Section C(1), and the elevation and anchoring requirements for “manufactured homes” in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

7. **Fill** - Where fill is to be used in the SFHA, it must be designed and compacted per the latest adopted version of the International Building Code and protected from erosion and scour.

**SECTION C. STANDARDS FOR SUBDIVISION PROPOSALS**

1. All subdivision proposals including the placement of manufactured home parks, recreational vehicle parks and campgrounds, and subdivisions shall be consistent with Article 1, Sections B, C, and D of this ordinance.

2. All proposals for the development of subdivisions including the placement of manufactured home parks, recreational vehicle parks and campgrounds, camp parks, and subdivisions shall meet Development Permit requirements of Article 3, Section C; Article 4, Section C; and the provisions of Article 5 of this ordinance.

3. Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks, recreational vehicle parks and campgrounds, camp parks, and subdivisions, which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Article 3, Section B or Article 4, Section B (8) of this ordinance.
4. In All new subdivisions with lots in the SFHA including approximate A Zones, the developer shall provide base flood elevations on the final recorded approved plat.

5. All subdivision proposals including the placement of manufactured home parks, recreational vehicle parks and campgrounds, camp parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

6. All subdivision proposals including the placement of manufactured home parks, recreational vehicle parks and campgrounds, camp parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
SECTION D. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH APPROXIMATE A ZONES)

Shallow flooding areas located within the areas of special flood hazard (SFHAs) approximate A Zones established in Article 3, Section B, are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of 1 to 3 feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

1. All new construction and substantial improvements of residential structures have the lowest floor (including basement), utilities and equipment elevated above the highest adjacent grade at least as high as 18 1/2 inches above the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified).

2. All new construction and substantial improvements of non-residential structures:
   a) Have the lowest floor (including basement), utilities and equipment elevated above the highest adjacent grade at least as high as 18 1/2 inches above the depth number specified in feet on the community’s FIRM (at least two feet if no depth number is specified), or;
   b) Together with attendant utility and sanitary facilities be designed so that 18 1/2 inches above the BFE and below, the base flood level, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

3. A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Article 4, Section C(1)a., are satisfied.

4. Require within FIRM approximate A Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

SECTION E. FLOODWAYS

Floodways located within areas of special flood hazard (SFHAs) established in Article 3, Section B, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

1. Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

2. If Article 5, Section E (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 5.
3. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a conditional FIRM and floodway revision through FEMA.

**ARTICLE VI**

**PENALTIES FOR NONCOMPLIANCE**

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a Class B misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than $750.00 or imprisoned for not more than 90 days, or both, for each violation, and in addition shall pay all costs and expenses involved in the case. Each day or portion of a day during which a violation occurs or exists is a separate violation hereunder.

Nothing herein contained shall prevent Grand County from taking such other lawful action as is necessary to prevent or remedy any violation.

**CERTIFICATION**

It is hereby found and declared by Grand County that severe flooding has occurred in the past within its jurisdiction and will certainly occur within the future; that flooding is likely to result in infliction of serious personal injury or death, and is likely to result in substantial injury or destruction of property within its jurisdiction; in order to effectively comply with minimum standards for coverage under the National Flood Insurance Program; and in order to effectively remedy the situation described herein, it is necessary that this ordinance become effective immediately.

Therefore, an emergency is hereby declared to exist, and this ordinance, being necessary for the immediate preservation of the public peace, health and safety, shall be in full force and effect from and after its passage and approval.

This ordinance shall take effect on ________________.

PASSED, ADOPTED, and APPROVED by action of the Governing Body of Grand County Council in open session this ________________ on October 15, 2019 by the following vote:

- Those voting aye: ________________________________
- Those voting nay: ________________________________
- Those absent: ________________________________

ATTEST:

______________________________
AN ORDINANCE ESTABLISHING FLOODPLAIN MANAGEMENT REGULATION AND REPEALING AND REPLACING ORDINANCE NO. 526 (FLOOD DAMAGE PREVENTION)

WHEREAS, certain areas of Grand County are subject to periodic flooding, causing serious damages to properties within these areas; and

WHEREAS, it is the intent of the Council to require the recognition and evaluation of flood hazards in all official actions relating to land use in areas having these hazards; and

WHEREAS, the National Flood Insurance Program (“NFIP”) is a Federal Program enabling property owners in participating communities to purchase insurance as protection against flood losses; and

WHEREAS, in order to participate in the NFIP, the County must adopt and enforce floodplain management regulation that meet or exceed the requirements of the NFIP; and

WHEREAS, pursuant to Utah Code Ann. § 17-50-302, the County Council was the legal authority to adopt land and control measures to reduce future flood losses and enable the County to participate in the NFIP; and

WHEREAS, the County Council adopted Ordinance No. 526 (Flood Damage Prevention) on September 2, 2014; and

WHEREAS, the County Council now desires to repeal and replace Ordinance No. 526 with this Ordinance to update the County’s floodplain management regulation to be consistent with recent statutory amendments; AND

WHEREAS, the County Council held a public hearing on October 1, 2019 to solicit public input on this Ordinance and voted to approve the same on October 15, 2019;

NOW THEREFORE, the Grand County Council does hereby ordain as follows:

ARTICLE I

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Utah has, in Utah Statute § 17-50-302, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore the State of Utah does or has delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses.

SECTION B. FINDINGS OF FACT

1. The flood hazard areas of Grand County are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect
the public health safety and general welfare.

2. These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Protect human life and health;

2. Minimize expenditure of public money for costly flood control projects,

3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

4. Minimize prolonged business interruptions;

5. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

6. Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and

7. Insure that potential buyers are notified that property is in a flood area.

SECTION D. METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance uses the following methods:

1. Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;

2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

3. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;

4. Control filling, grading, dredging and other development which may increase flood damage; and

5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.
ARTICLE II
DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

500-year Floodplain – means an area of minimal flood hazard with a 1 in 500 annual chance of flooding or 0.2% per annum

ALLUVIAL FAN FLOODING - means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APEX - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

AREA OF SHALLOW FLOODING - means a designated AO, AH, or VO zone on a community’s Flood Insurance Rate Map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by pending or sheet flow.

BASE FLOOD - means the flood having a one percent chance of being equaled or exceeded in any given year.

BASEMENT - means any area of the building having its flood sub-grade (below ground level) on all sides.

CRITICAL FACILITIES – A critical facility provides services and functions essential to a community, especially during and after a disaster. Examples include but are not limited to: Law Enforcement & Fire Stations, Emergency Operations Center (EOC), medical facilities, schools, evacuation centers & shelters, power generation stations and public utilities.

CRITICAL FEATURE - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT - means any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

ELEVATED BUILDING - means a non-basement building (i) built, in the case of a building in Zones A1-30, AL, A, A99, AO, AH, E, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor of the water and (ii) adequately anchor ed so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, “elevated building” also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In the case of Zones V1-30, VE, or V, “elevated building” also includes a building...
otherwise meeting the definition of “elevated building,” even though the lower area is enclosed by means of breakaway walls if the breakaway walls met the standards of Section 60.3(e)(5) of the National Flood Insurance Program regulations.

EXISTING CONSTRUCTION - means for the purposes of determining rates, structures for which the “start of construction” commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. “Existing construction” may also be referred to as “existing structures.”

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - Means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOOD OR FLOODING - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters; and

2. The unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD INSURANCE RATE MAP (FIRM) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) - is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.

FLOODPLAIN OR FLOOD-PRONE AREA - means any land area susceptible to being inundated by water from any source (see definition of flooding).

FLOODPLAIN MANAGEMENT - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS - means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.
FLOOD PROTECTION SYSTEM - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a “special flood hazard” and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOOD PROOFING - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY (REGULATORY FLOODWAY) - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

FUNCTIONALLY DEPENDENT USE - means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
   a) By an approved state program as determined by the Secretary of the Interior, or
   b) Directly by the Secretary of the Interior in states without approved programs.

LEVEE - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporarily flooding.

LEVEE SYSTEM - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.
LOWEST FLOOR - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

MANUFACTURED HOME - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term “manufactured home” does not include a “recreational vehicle.”

MANUFACTURED HOME PARK OR SUBDIVISION - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL - means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community’s Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION - means, for the purpose of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, “new construction” means structures for which the “start of construction” commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

RECREATIONAL VEHICLE - means a vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projections;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

SPECIAL FLOOD HAZARD AREA (SFHA) - means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FIRM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AE, AI, AO, A1 - 99, VO, VI 30, VE or V.

START OF CONSTRUCTION - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)) includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a
site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**STRUCTURE** - means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

**SUBSTANTIAL DAMAGE** - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred or two floods in ten years with an average damage of 25% of the building’s market value.

**SUBSTANTIAL IMPROVEMENT** - means any reconstruction, rehabilitation, addition, or other improvement of a structure, where over the life of the structure the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before “start of construction” of the improvement. This includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either.

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions; or

2. Any alteration of a “historic structure,” provided that the alteration will not preclude the structure’s continued designation as a “historic structure.”

**VARIANCE** - is a grant of relief to a person from the requirement of this ordinance when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this ordinance. (For fun I requirements see Section 60.6 of the National Flood Insurance Program regulations.)

**VIOLATION** - means the failure of a structure or other development to be fully compliant with the community’s floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

**WATER SURFACE ELEVATION** - means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.
ARTICLE III

GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES

The Ordinance shall apply to all SFHAs within the jurisdiction of Grand County, as identified by FEMA in a scientific and engineering report entitled, “The Flood Insurance Study for Grand County,” dated April 2, 2009, with accompanying Flood Insurance Rate Maps and shall hereafter automatically adopt FEMA Flood Insurance Studies and automatically adopt effective FEMA Flood Insurance Rate Maps.

SECTION B. ESTABLISHMENT OF DEVELOPMENT PERMIT

A Development Permit shall be required to ensure conformance with the provisions of this Ordinance.

SECTION C. COMPLIANCE

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this Ordinance and other applicable regulations.

SECTION D. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION E. INTERPRETATION

In the interpretation and application of this Ordinance, all provisions shall be:

1. Considered as minimum requirements;

2. Liberally construed in favor of the governing body; and

3. Deemed neither to limit nor repeal any other powers granted under State statute.

SECTION F. WARNING AND DISCLAIMER OR LIABILITY

The degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Ordinance does not imply that land outside the areas of special food hazards or uses permitted within such areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the County or any official or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made thereunder.
ARTICLE IV
ADMINISTRATION

SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Grand County Floodplain Manager is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.

SECTION B. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

1. Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.

2. Review permit application to determine whether proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.

3. Review, approve or deny all applications for development permits required by adoption of this ordinance.

4. Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1 334) from which prior approval is required.

5. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

6. Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is Utah Floodplain Administrator, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

7. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

8. When base flood elevation data has not been provided in accordance with Article 3, Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Article 5.

9. When a regulatory flood way has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community’s FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than
10. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AU, on the community’s FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community first applies for a conditional FIRM revision through EEMA (Conditional Letter of Map Revision).

SECTION C. PERMIT PROCEDURES

Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

1. Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

2. Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;

3. A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Article 5, Section J3(2);

4. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development; and

5. Maintain a record of all such information in accordance with Article 4, Section (B)(1).

6. Approval or denial of a Development Permit by the Floodplain Administrator shall be based on all of the provisions of this Ordinance and the following relevant factors:

   a) The danger to life and property due to flooding or erosion damage;

   b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

   c) The danger that materials may be swept onto other lands to the injury of others;

   d) The compatibility of the proposed use with existing and anticipated development;

   e) The safety of access to the property in times of flood for ordinary and emergency vehicles;

   f) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

   g) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
h) The necessity to the facility of a water front location, where applicable;

i) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

j) The relationship of the proposed use to the comprehensive plan for that area.

SECTION D. VARIANCE PROCEDURES

1. The Appeal Board as established by the Council shall hear and render judgment on requests for variances from the requirements of this ordinance.

2. The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

3. Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.

4. The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

5. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.

6. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C(2) of this Article have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

7. Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance (Article 1, Section C).

8. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

9. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structures continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

10. Prerequisites for granting variances:
    
a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

b) Variances shall only be issued upon:
1) showing a good and sufficient cause;

2) a determination that failure to grant the variance would result in exceptional hardship to the applicant; and

3) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

c) Any application to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

11. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:

a) The criteria outlined in Article 4, Section D(1)-(9) are met; and

b) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

ARTICLE V

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

1. In SFHAs, all new construction and Substantial Improvements shall be:

a) Designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

b) Constructed by methods and practices that minimize flood damage;

c) Constructed with materials resistant to flood damage;

d) Constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

e) Designed with all new and replacement water supply systems to minimize or eliminate infiltration of flood waters into the system;

f) Designed with new and replacement sanitary sewage systems to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and

g) Designed so that on-site waste disposal systems are located to avoid impairment
to or contamination from during flooding.

2. The storage of hazardous material shall be prohibited in all SFHAs.

SECTION B. SPECIFIC STANDARDS

In all SFHAs where base flood elevation data has been provided as set forth in (i) Article 3, Section A, (ii) Article 4, Section B(8), or (iii) Article 5, Section C(3), the following provisions are required:

1. **Residential Construction** - new construction and Substantial Improvement of any residential structure shall have the lowest floor, utilities and equipment (including basement), elevated to 12 inches or more above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection, as proposed in Article 4. Section C(1)a., is satisfied.

2. **Nonresidential Construction** - new construction and Substantial Improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor, utilities and equipment (including basement), elevated to 12 inches or more above the base flood level or together with attendant utility and sanitary facilities, be designed so that 12 inches above the BFE and below, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are elevated shall be maintained by the Floodplain Administrator.

3. **Critical Facilities** – new and substantially improved Critical Facilities shall be prohibited from all SFHAs, and areas within the 500-year floodplain.

4. **Enclosures** - new construction and Substantial Improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

   a) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

   b) The bottom of all openings shall be no higher than one foot above grade.

   c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

   d) A non-conversion agreement, signed by the owner and allowing the county to do annual inspections is provided and recorded on the property deed.

   e) Be constructed of materials resistant to flood damage.
5. **Manufactured Homes**

   a) Placed within Zone A on a community’s FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

   b) Placed or substantially improved within FIRM A Zones on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred “substantial damage” as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home, utilities and equipment is are elevated to 12 inches or more above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

   c) Placed or substantially improved on sites in an existing manufactured home park or subdivision within FIRM A Zones that are not subject to the provisions of paragraph (4) of this section be elevated so that either:

      1) the lowest floor of the manufactured home, utilities and equipment are at least 12 inches or more above the base flood elevation, or

      2) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

6. **Recreational Vehicles** - Require that recreational vehicles placed on sites within FIRM A Zones either:

   a) be on the site for fewer than 180 consecutive days;

   b) be fully licensed and ready for highway use; or

   c) meet the permit requirements of Article 4, Section C(1), and the elevation and anchoring requirements for “manufactured homes” in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

7. **Fill** - Where fill is to be used in the SFHA, it must be designed and compacted per the latest adopted version of the International Building Code and protected from erosion and scour.

**SECTION C. STANDARDS FOR SUBDIVISION PROPOSALS**

1. All subdivision proposals including the placement of manufactured home parks, recreational vehicle parks and campgrounds, and subdivisions shall be consistent with
Article 1, Sections B, C, and D of this ordinance.

2. All proposals for the development of subdivisions including the placement of manufactured home parks, recreational vehicle parks and campgrounds, and subdivisions shall meet Development Permit requirements of Article 3, Section C; Article 4, Section C; and the provisions of Article 5 of this ordinance.

3. Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks, recreational vehicle parks and campgrounds, and subdivisions greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Article 3, Section B or Article 4, Section B (8) of this ordinance.

4. All new subdivisions with lots in approximate A Zones, the developer shall provide base flood elevations on the final recorded plat.

5. All subdivision proposals including the placement of manufactured home parks, recreational vehicle parks and campgrounds, and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

6. All subdivision proposals including the placement of manufactured home parks, recreational vehicle parks and campgrounds, and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

SECTION D. STANDARDS FOR AREAS OF SHALLOW FLOODING (APPROXIMATE A ZONES)

Shallow flooding areas within Approximate A Zones have special flood hazards associated with base flood depths of 1 to 3 feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

1. All new construction and Substantial Improvements of residential structures have the lowest floor (including basement), utilities and equipment elevated above the highest adjacent grade at least 12 inches above the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified).

2. All new construction and Substantial Improvements of non-residential structures;
   a) Have the lowest floor (including basement), utilities and equipment elevated above the highest adjacent grade at least 12 inches above the depth number specified in feet on the community’s FIRM (at least two feet if no depth number is specified); or
   b) Together with attendant utility and sanitary facilities be designed so that 12 inches above the BFE and below, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

3. A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Article 4, Section C (1)a., are
4. Require within FIRM Approximate A Zones adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

SECTION E. FLOODWAYS

Floodways within SFHAs are extremely hazardous areas due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

1. Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

2. If Article 5, Section E (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 5.

3. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a conditional FIRM and floodway revision through FEMA.
ARTICLE VI

PENALTIES FOR NONCOMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this Ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a Class B misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than $ 750.00 or imprisoned for not more than 90 days, or both, for each violation, and in addition shall pay all costs and expenses involved in the case. Each day or portion of a day during which a violation occurs or exists is a separate violation hereunder.

Nothing herein contained shall prevent Grand County from taking such other lawful action as is necessary to prevent or remedy any violation.

PASSED, ADOPTED, and APPROVED by action of the Grand County Council in open session on October 15, 2019 by the following vote:

Those voting aye: 

Those voting nay: 

Those absent: 

ATTEST:

______________________________  ________________________________
Chris Baird                  Evan Clapper
Grand County Clerk/Auditor   Grand County Council Chair
NONCONVERSION AGREEMENT
FOR CERTAIN STRUCTURES IN THE FLOODPLAIN

Whereas, Permit #____________________________ has been issued to construct, improve, or repair the property at____________________________ in Grand County, Utah, and

Whereas, the permitted building has the lowest floor elevated 18 inches above the base flood elevation and the design and construction of the building meets current building code and flood damage prevention ordinance requirements, and

Whereas, as a condition of a Certificate of Occupancy, the owner must agree to not alter the building at a later date so as to violate the building code or flood damage prevention ordinance requirements,

Now, therefore, the undersigned owner of said property hereby agrees to the following:

1. That the enclosed area below the lowest floor shall be used solely for parking of vehicles, limited storage, or access to the building and will never be used for human habitation without first becoming fully compliant with the flood damage prevention ordinance in effect at the time of conversion.

2. That all interior walls, ceilings, and floors below the design flood elevation/base flood elevation plus 18 inches shall be unfinished or constructed of flood-resistant materials.

3. That mechanical, electrical, or plumbing devices that service the building shall not be installed below the design flood elevation/base flood elevation plus 18 inches.

4. That the openings in the walls of the enclosed area below the lowest floor shall not be blocked, obstructed, or otherwise altered to reduce the size of the openings or restrict the automatic entry and exit of floodwater.

5. That any variation in construction beyond what is permitted shall constitute a violation of this agreement and Article V Section____ of Grand County Ordinance #_____.

6. That the owner and subsequent owners agree to allow a representative of Grand County, Utah in the premises to verify compliance with this agreement at least once each year. The County representative will provide at least a 48 hour notice of such visit.

7. That this Agreement shall be recorded with the deed to the above property so that subsequent owners are made aware of these restrictions.

____________________________  ________________________
Signature of Property Owner  Witness

Printed name: ______________________  Printed name: ______________________
Date: ______________________        Date: ______________________

This space reserved for deed recording notations.
### Agenda Summary
**GRAND COUNTY COUNCIL**
*October 1, 2019*

| **TITLE:** | Public Hearing to hear public input on Peak View Subdivision High Density Housing Overlay District 25 (HDHO-25) application located at 3640 Spanish Valley Drive |
| **FISCAL IMPACT:** | N/A |
| **PRESENTER(s):** | Community and Economic Development Staff |

**Prepared By:**
KENNY GORDON
GRAND COUNTY
PLANNING & ZONING ADMINISTRATOR

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

**POSSIBLE MOTION:**

Move to approve the application of the High Density Housing Overlay (HDHO-25) to the parcel located at 3640 Spanish Valley Drive, conditioned upon the following:

1. The master plan and preliminary plat show the designations of the HDHO Lots and additionally restricted lots;
2. Recordation of the HDHO Development Agreement;
3. The Applicant shall fully comply with all County engineering requirements, including storm water runoff/drainage and transportation improvements; and,
4. The County Attorney review and approve the proposed drainage easement on Parcel 02-0022-0082;

**STAFF RECOMMENDATION:**

Review and consider application materials provided to the County Council related to the proposed Peak View Subdivision. Staff recommends the application of the High Density Housing Overlay (HDHO-25) to be applied to the subject parcel. At a Planning Commission meeting held on September 10, 2019, the Preliminary Plat was approved contingent upon 1) the County Council’s approval of the development agreement committing developer to the deed restriction requirements of Section 4.7 and applies the HDHO-25 to the subject parcels and 2) the developer’s final plat and building design standards comply with all other requirements of Section 4.7 – High Density Housing Overlay. Approval of the Preliminary Plat does not constitute legislative action applying the HDH overlay to the subject parcel. For this reason the applicant is seeking legislative approval of the High Density Housing (HDH) overlay from the County Council in order for the conditional Preliminary Plat approval to be valid. A conditional Preliminary Plat approval does not constitute a final approval of the subdivision’s technical elements; the County will require the applicant comply with all engineering requirements and receive a final plat approval for infrastructure improvements.

*Staff recommends the Council discuss with the Applicant their intent and projected intent of the “extra deed restrictions” proposed on half the HDHO Lots/Units.*
BACKGROUND:

See staff report attached and below for project specifics.

At a Planning Commission meeting held on September 10, 2019, the Preliminary Plat was approved contingent upon 1) the County Council's approval of the development agreement committing the developer to the deed restriction requirements of Section 4.7 and applies the HDHO-25 to the subject parcels and 2) the developer's final plat and building design standards comply with all other requirements of Section 4.7 – High Density Housing Overlay. County Council shall make recommendations on the legislative application of the HDHO-25 to the subject parcel.

ATTACHMENT(s):

- Staff Report
- High Density Housing Application
- Applicant Statement
- Restricted Units; Plat Maps; Survey
- Drainage Plan
- Title Report
STAFF REPORT
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT
GRAND COUNTY, UTAH

DATE: Tuesday, October 01, 2019
TO: Grand County Council
SUBJECT: Peak View High Density Housing Overlay District 25 (HDHO-25) Application

PROPERTY OWNER: Terill and Jennifer Johnston
PROP. OWNER REP: Terill and Jennifer Johnston
ENGINEER: SET Engineering / Jeff Pillus and James Green
PROPERTY ADDRESS: 3640 Spanish Valley Drive
SIZE OF PROPERTY: 20 Acres
EXISTING ZONE: Rural Residential (RR)
EXISTING LAND USE: Vacant Lot / Agricultural
ADJACENT ZONING AND LAND USE(S): Rural Residential (RR) & Multi Family Residential (MFR)

APPLICATION TYPE
High Density Housing Overlay (HDHO-25)

STAFF RECOMMENDATION: Approve with Conditions
Comments (optional): Approval of the HDHO-25 to the subject parcel conditioned upon the statements in the agenda summary.

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: applicant narrative

SUMMARY OF REQUEST
The subject property is a 20 acre lot located in the Rural Residential (RR) zone at 3640 Spanish Valley Drive. The developer is requesting application of the HDHO-25 overlay to their parcel. If granted, the developer proposes a subdivision comprised of nine (9) 4-plex sites, thirty-five (35) twin homes and twenty-one (21) single family homes. The total unit count for this development would be one hundred and twenty-seven units. In effect, the developer is requesting to combine the legislative and administrative components of the HDH overlay process, which is allowd by code and acceptable to staff.

SITE IMPROVEMENTS / ADDITIONS / CHANGES
The subdivision would extend power, water, and sewer services to each lot. The developer would also be
CONSIDERATIONS FOR APPROVAL, DENIAL, AND/OR POSTPONEMENT

Article 4.7 HIGH DENSITY HOUSING (HDH) OVERLAY DISTRICT

4.7.1 Purpose.

A. Grand County has established a High Density Housing Overlay (HDHO) district to facilitate the provision of new housing units used for primary residential occupancy by actively employed households. The HDHO districts (See Map-Exhibit A) are intended to provide the opportunity and means for the County to meet its estimate of additional residential and workforce housing needs, to achieve the goals of the housing element of the County’s General Plan, and to implement the policies and goals of the housing element of the County’s General Plan.

B. These regulations are intended to encourage the development of new housing units by assisting both the public and private sector in making the provision of these units economically viable, while providing assurances to the County that these units will maintain a high degree of quality and will remain financially accessible to residents and local area workers.

C. These regulations are further intended to encourage the provision of primary residential housing through the combination of the HDHO districts with multiple-family and single-family residential zoning districts within the County where the residential housing projects are determined to be feasible and are consistent with the County’s General Plan.

D. The HDHO is intended to:
   1. Provide a means of directing and simplifying the process for creating and maintaining primary residential housing.
   2. Provide a means of directing and simplifying the process for creating and maintaining affordable housing constructed to meet the Assured Housing requirements of Section 6.15.
   3. Provide incentives to developers, whether in new or rehabilitated housing, to maintain primary residential rental and ownership units in perpetuity.

Staff believes the developer’s narrative and proposed preliminary plat meet the legislative intent of the High Density Housing Overlay. The applicant is proposing to restrict half of the HDHO designated Lots further than is required by the County’s HDHO Ordinance; the applicant is proposing to incorporate a price appreciation cap of 5% per year for the first five years following an initial property sale to keep the HDHO Lots affordable to subsequent owners if sold by the initial owner. In other words, the applicant wants to avoid speculative buying of the proposed lots.

Staff recommends County Council make a recommendation on the HDH Overlay application approval conditioned upon the comments below.

4.7.5(C)

C. Property Development Standards. The following development standards shall apply to HDHO units in the HDHO districts.

1. General Design Standards. The development shall be designed and developed in a manner compatible with and complementary to existing and potential development in the immediate vicinity of the development site. Site planning on the perimeter shall provide for protection of the property from adverse surrounding influences and shall protect surrounding areas from potentially adverse influences from the property. To the greatest extent possible, the design of the development shall promote privacy for residents and neighbors, security, and use of passive solar heating and cooling through proper placement of walls, windows, and landscaping.

   Staff believes that the general design of the subdivision meets the above standards.

2. Minimum Design Standards. Minimum design standards are included to ensure a high degree of quality in the development of HDHO units. Unless modified by the County Council, the following design standards shall apply to a development that utilizes the density increases allowed by this Article.

   Staff has reviewed the proposed preliminary plat for compliance with the following standards:
a. Sidewalks shall be installed along all street frontages where otherwise required by this LUC.

There currently is a 4’ wide sidewalk proposed along Gemini Bridges Lane, Johnson Drive, Judy Way, Gary Street, and Nora Court.

b. Screening Requirements

The developer is not proposing anything that would require screening.

i. Outdoor Storage Screening. All outdoor storage areas for materials, trash, mechanical equipment, vehicles, or other similar items shall follow the standards outlined in Section 6.4.3.

ii. Parking Lot Screening. Parking lot screening must be provided between those portions of an off-street parking area containing six (6) or more parking spaces and a different zoning district or a public street and shall be designed according to the following:

a. Parking lot screening must be provided within ten feet (10’) of the perimeter of the parking lot to be screened, except for parking lots adjacent to rain gardens/bio-retention systems, other landscape features, or where screening may negatively impact the traffic sight distance (as defined by the American Association of State Highway and Transportation Officials (AASHTO) and verified by the County Engineer)

b. Parking lot screening shall be not less than eighty percent (80%) opaque and be a minimum of three feet (3’) in height as measured from the highest finished adjacent grade of the parking area. When shrubs are used to provide the screen, such shrubs must be at least two feet (2’) tall at planting and anticipated to grow to at least three feet (3’) tall at maturity.

c. No landscaping or screening shall interfere with driver or pedestrian visibility for vehicles entering or exiting the premises.

d. Screening for a parking lot may be comprised of plants found in Section 6.4.3.F.

e. Content: Parking lot screening must consist of at least two (2) of the following:

i. A compact hedge of evergreen or densely twigged deciduous shrubs spaced to ensure closure into a solid hedge at maturity;

ii. A berm with plantings as described above;

iii. Transit shelters, benches, bicycle racks, and similar features may be integrated as a part of the screen;

iv. Fencing may be integrated as part of the screen. All wood fencing shall be stained and sealed with a weatherproof product.

iii. Parking Island Design. Off-street parking areas with at least twenty-five (25) parking stalls shall contain interior landscaped islands. Such islands shall be bounded by a raised concrete curb, pervious curbing, or an approved equivalent and shall contain mulch to retain soil moisture. This provision shall not apply to parking structures. The standards for landscaped islands are as follows:

a. Landscaped parking lot islands shall be required at the beginning and end of each parking row and shall contain a minimum of one hundred eighty (180) square feet and a minimum width of nine feet (9’).

b. A minimum of one tree shall be provided for each island.
c. Shrubs, perennials or ornamental grass shall be incorporated in each landscaped island that does not contain a tree.

d. Islands shall be prepared with topsoil to a depth of two feet (2\') and improved to ensure adequate drainage, nutrient, and moisture retention levels for the establishment of plantings.

e. All perimeter and interior landscaped areas in parking lots shall be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.

c. Building Exterior Façade Standards.

*These standards are to be reviewed at the time a building permit is requested. They are administrative requirements for development within an HDH Overlay.*

i. Exterior finishes may be of wood, masonry, stone, stucco, HDO board or other high quality material permitted by the building code, but shall not utilize vinyl siding; cedar or wood shakes; highly reflective, shiny, or mirror-like materials; or exposed plywood or particle board.

ii. Buildings shall utilize at least two (2) of the following design features to provide visual relief along the front of the residence:
   a. Projections, receditions, or reveals such as, but not limited to, columns, pilasters, cornices, and bay windows
   b. Dormers.
   c. Gables.
   d. Recessed entries, a minimum of three (3) feet deep.
   e. Covered front porches.
   f. Cupolas.
   g. Architectural Pillars or Posts.
   h. Quoins.
   i. Corbeling on wall.
   j. Decorative lintel.
   k. Incorporation of brick or stone on at least 25% of front surface area

iii. Planning staff shall have the authority to waive this requirement when the building is not visible from adjacent properties or the public right-of-way.

d. Where HDHO units may be placed on the same lot as current or future temporary or short-term accommodations, dedicated HDHO units shall be clustered together so as to minimize the exposure of residents to temporary guests. In all other developments, where temporary or short-term accommodations units do not exist and cannot exist due to zoning restrictions, dedicated HDHO units shall be dispersed throughout the residential development.

e. Where there is a combination of commercial and residential uses, the commercial uses shall front along the highest road designation. Residential development shall be located behind commercial development or on upper floors above commercial development.

f. The County Council may waive, or modify, any, or all, of these requirements when the Council finds it is infeasible to comply due to physical or other constraints on the lot.

3. Minimum Building Site Area and Lot Width. There shall be no minimum building site area, minimum lot width, or maximum lot coverage requirements for individual lots or individual dwelling sites in a HDHO district development. However, the building site area lot widths, and lot coverage percentages shall be designated on a site plan pursuant to Section 9.17 or preliminary plat pursuant to Section 9.4 approved by the Planning Commission.

Thirty-five (35) twin-homes lots, twenty-one (21) single family lots and nine (9) 4-plex buildings, are proposed, which
totals one hundred and twenty-seven (127) units.


The proposed one hundred and twenty-seven units (127) units are within the limits allowed by the HDH 25 district.

5. Building Height.

These standards are to be reviewed at the time a building permit is requested.

a. Maximum building heights shall not exceed the limits defined in the underlying zone district except that buildings constructed in the HDHO 35b district shall not exceed four (4) stories or forty-two (42) feet in height.

b. To the maximum extent possible, building heights and locations shall minimize shading and interruption of solar access to adjacent properties with existing residential structures or commercial agricultural operations.

c. All structures shall conform to the Ridgeline Standards of Section 6.9.8.

d. Structures built under the HDHO must comply with the setback and buffer requirements of the underlying zone. The maximum height of the building at the exterior wall shall be the greater of:

   i. 20 feet

   ii. The building’s setback at that point

e. From the exterior wall, the building’s height may increase to its maximum height at a rate not greater than a 45° angle from the maximum allowable height of the exterior wall.

6. Setbacks. The minimum setbacks from the lot line of the development shall be determined by the buffer requirements of Section 5.4.1.B and the compatibility standards of Section 6.10.

The preliminary plat complies with all standards of Section 6.10. The exterior setbacks are sufficient and includes a walking trail.

7. Parking.

The preliminary plat appears to have adequate parking spaces.

i. Number of spaces required

   a. For every single-family or two-family dwelling, there shall be provided at least two (2) off-street parking spaces for each unit. Parking spaces provided in a garage or carport may count towards the minimum requirement.

   b. For every attached multifamily dwelling, off-street parking spaces shall be provided in accordance with Section 6.1.4:

<table>
<thead>
<tr>
<th>Multi-family dwellings</th>
<th>Efficiency and one-bedroom</th>
<th>1.5 per dwelling unit</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Two-bedroom</td>
<td>1.75 per dwelling unit</td>
</tr>
<tr>
<td></td>
<td>Three-bedroom and Larger</td>
<td>2.0 per dwelling unit</td>
</tr>
</tbody>
</table>
ii. Parking design requirements

   c. Parking areas for single-family or two-family dwellings need not be paved.

   d. Parking areas for attached multifamily dwellings shall be subject to the off-street requirements outlined in Section 6.1.7.

   e. Uncovered surface parking may be permitted in the rear and side setbacks but is not permitted in the front or street-side setback.

   f. Garages, carports, and individual locking storage units are subject to the setback standards outlined in Section 5.4.1.

   g. Required spaces for multifamily developments equal to or greater than five units shall be covered in a carport or a garage except that for multifamily dwellings with four or fewer units, parking spaces can be uncovered.

8. Minimum Standards of Physical Condition. A HDHO unit is required to have and maintain those minimum standards of physical conditions set forth in Exhibit B - Minimum Standards.

   These standards are to be reviewed at the time a building permit is requested, and included in the deed restrictions attached to each lot’s title.

9. Streets. All public streets within or abutting the proposed planned development shall be dedicated and improved to County specifications for the particular classification of street; all private streets shall meet fire code and access standards.

   Spanish Valley Drive is a County owned and maintained road. The County’s standard approval procedure is to require that Developers dedicate any Right of Way width on their side of the road centerline that is needed to accommodate the proposed road classification and standard in the Transportation Master Plan. In this instance, the Transportation Master Plan calls for an 80 foot ROW (40 feet on each side of the center line) to accommodate Spanish Valley Drive as a Major Collector Road. The County also requires that Developers make planned roadway improvements within their portion of the roadway frontage. In this instance, that includes half-width improvements to the road surface and the planned multi-use pathway. Although the County’s Transportation Master Plan calls for Spanish Valley Drive to be a Major Collector at full build-out of Spanish Valley, the County’s Engineer, Road Supervisor, and Community and Economic Development Director believe that roadway improvements up to the Minor Collector standard is more appropriate at this time for two reasons. First, Spanish Valley Drive can accommodate significantly more traffic without seeing a drop in level of service. Second, expanding the roadway width to the Major Collector standard at this time may actually result in less safe conditions. The Developer accepts that they must improve their half-width of Spanish Valley Drive and build or bond for their frontage portion of the multi-use pathway.

   All other roads appear to meet County Standards. The developer has submitted a traffic study. The County Engineer has reviewed the study and feels comfortable with the development proceeding in the development review process, although a final approval of roadway design and necessary improvements to Spanish Valley Drive, if needed, shall occur prior to final plat approval. It shall be noted that the County Engineer, Road Supervisor, CED Director, and Project/Developer’s Engineer reviewed the possibility of realigning the proposed extension of Gemini Bridges Rd at its intersection with Spanish Valley Dr so that it aligns with Kerby Ln. Ideally, that could be a 4-way intersection aligned at 90 degree angles. However, this realignment is not possible due to the offset of the subject acreage and Kerby Ln. That said, the proposed offset of Gemini Bridges Rd and Kerby Ln (>150 feet) does meet the County’s safety standards.

10. Signs. Signs shall be permitted only to the extent allowed under Section 6.5, Signs, and must be approved by the Planning and Zoning Administrator.
The developer has not proposed signage to date.

11. Construction Timing. The HDHO units shall be ready for occupancy no later than the date of the initial or temporary occupancy of any unrestricted units within the development or applicable phase thereof. If the unrestricted units are developed in phases, then the HDHO units may be developed in proportion to the phasing of the unrestricted units. For example, in an approved development that includes 100 units built in two 50-unit phases the first phase must include at least 40 HDHO units.

80% of the units will need to be deed restricted in accordance with Section 4.7.

Article 7 Subdivision Standards

Staff has reviewed the preliminary plat application for subdivision standards not specified within the HDH Overlay or addressed above. The following findings are pertinent to planning commission’s review of the preliminary plat.

Lighting: The developer has not submitted a street lighting plan, or exterior lighting plans for the individual structures. The street lighting plan will be required prior to final plat approval and the exterior lighting plans for individual structures will be required at the time building permit applications are reviewed.

Fire Protection: The Fire Department supports the general subdivision layout.

COMPATABILITY WITH GENERAL PLAN
The proposed subdivision is not explicitly supported by the general plan, but it is supported by the HDH overlay ordinance adopted by the County Council in January 2019. Inasmuch as Council anticipates adding the HDH overlay to the General Plan as an amendment or compliment to the Future Land Use Plan, the proposed subdivision is supported.

COMPATABILITY WITH LAND USE CODE (ZONING)
The subject property is zoned Rural Residential (RR), and is in the HDHO-25 overlay zone. The developer is seeking legislative approval of the High Density Housing Overlay being applied to the subject parcel. Once the HDH overlay is applied, the proposed preliminary plat will need to comply with all standards in Section 4.7 and Articles 5, 6, 7, and 9.

LAND USE CODE REFERENCE SECTIONS
Section 3.1 Use Table
4.7.4A

<table>
<thead>
<tr>
<th>High Density Housing (HDH) District</th>
<th>Maximum Density</th>
</tr>
</thead>
<tbody>
<tr>
<td>HDH 35a</td>
<td>35 units per acre</td>
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<tr>
<td>HDH 35b</td>
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<td>HDH 10</td>
<td>10 units per acre</td>
</tr>
<tr>
<td>HDH 5</td>
<td>5 units per acre</td>
</tr>
</tbody>
</table>

4.7.6 Assurance of primary residency and occupancy.

HDHO units developed under this Article shall remain available to persons and families who live and work in Grand County according to the standards set forth in Section 4.7 in perpetuity. The developer shall be required to enter into a development agreement with the County to ensure primary residential occupancy by actively employed households is maintained prior to recoderation of final plat or issuance of a building permit for the applicable development. Each housing unit designated for primary restricted residential occupancy by an actively employed household (an HDHO unit) shall also include a deed restriction attached to its title in accordance with the standards set forth in this section. Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval if the standards of this section are not met.

The developer has submitted a development agreement to the County following the standard form provided by the County. Staff will request that the County Attorney provide a review of the applicant’s proposed price appreciation cap prior to
County Council action. If the HDH-25 Overlay is approved and the Applicant is permitted to develop under the HDHO standards (as per the preliminary plat), each deed restricted lot shall be designated on the plat prior to final plat approval and recordation. Further, each deed restricted lot shall include such restriction on its chain of title in perpetuity.

PROPERTY HISTORY
The parcel is undeveloped. It has been used to grow alfalfa in the past. The property does include an easement that requires the developer incorporate drainage infrastructure sufficient to deal with stormwater runoff from the Rim Village subdivision adjacent to it. As part of the applicant's drainage plan, they are proposing to send some runoff across an adjacent landowner (Spears, Whites Ranch). The County Attorney and Engineer are aware of this proposal and support the design as it will benefit the County's stormwater management system.
HIGH DENSITY HOUSING (HDH) OVERLAY APPLICATION
Grand County Courthouse: 125 E. Center St. Moab, UT 84532; Phone: (435) 259-1343

FOR OFFICE USE ONLY
Date of Submittal: __________ Application Processing Fees: $500.00
Submittal Received by: ______ Amount Paid: ______ Fees Received by: ______

APPLICANTS ARE STRONGLY ENCOURAGED TO READ THROUGH SECTION 4.7 OF THE GRAND COUNTY LAND USE CODE AND MEET WITH STAFF PRIOR TO SUBMITTING AN APPLICATION TO RECEIVE THE HIGH DENSITY HOUSING (HDH) OVERLAY. APPROVAL OF AN HDH OVERLAY APPLICATION DOES NOT CONSTITUTE A PRELIMINARY PLAT, FINAL PLAT, OR SITE PLAN APPROVAL.

CONTACT INFORMATION
Property owner: Terill Johnston
Address: __________________________
Phone: __________________________
Email address: ____________________

Engineer (if applicable): Jeff Pullus
Address: 1309 E. 3rd Ave #2, Durango, CO 81301
Phone: __________________________
Email address: ____________________

Property owner representative (if applicable): __________________________
Address: __________________________
Phone: __________________________
Email address: ____________________

PROJECT INFORMATION
Project name: Peak View Subdivision
General location of the property: approx. 3 mi SW of Sp. Vly / Sp. trl. intersection
Underlying Zoning: RR district
Surrounding land uses: MFR, RR
Size of property: 20 acres
Number of lots/units proposed: 89 (for sale) 34e (for rent)
Number of deed restricted HDHO units proposed: 6 (for sale) 34e (for rent)
REQUIRED – Each of the following agencies will review for their ability to serve the proposed
development through adequate existing and future easements, or provide a letter with detailed
requirements for the proposed development. Applicants are encouraged to consult each of the following
agencies prior to submitting a development application. Grand County Community and Economic
Development staff will request approval letters or signatures from each agency after a complete application
is submitted.

- Moab Valley Fire Department
- Grand County Road Supervisor
- Grand Water and Sewer Service Agency
- Rocky Mountain Power
- FEMA Floodplain Administrator

SUPPORTING MATERIALS
Approvals of the High Density Housing (HDH) Overlay are considered legislative, discretionary decisions.
They are reviewed in public hearings by the Planning Commission and County Council, with the County
Council serving as the final land use authority (i.e. final decision-making authority). Approval of an HDH
Overlay application DOES NOT constitute a preliminary plat, final plat, or site plan approval. HDH Overlay
applications shall contain, at a minimum, the following supporting materials through the approval process
according to the following submittal schedule:

- **Survey.** The applicant shall submit a certified survey of land area to be rezoned. Such survey map 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 of the subject property and surrounding properties.
  4. A vicinity map.

- **Applicant Statement.** A statement by the Applicant explaining how the proposed High Density Housing
  Development meets the legislative intent and established standards of Section 4.7 of the Grand County LUC. In
  making its determination, the County Council shall consider the recommendation of the Planning Commission,
  staff reports, and the written and oral testimony presented.

- **Development Agreement.** The Applicant shall provide and enter into a development agreement with the
  County establishing the proposed means for assuring the continuing existence, maintenance and operation of the
  HDH development in compliance with standards set forth in Section 4.7 of the Grand County LUC.

- **Title Report.** A preliminary title report from a licensed title company listing 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.

- **Covenants, Conditions, Restrictions.** Draft of any protective covenants where the developer/subdivider
  proposes to regulate land use or development standards in the subdivision.
% Taxes. A statement from the County treasurer showing the status of all current taxes due on the parcel.

% Surrounding Property Owners. A list of surrounding property owners and their legal mailing addresses within 100 feet of the exterior boundary of the parcel proposed to be rezoned.

☐ Posting. The Applicant is responsible for posting a sign noticing the public hearings. The Community and Economic Development Department will provide the physical signs. The Applicant is responsible for wind and water proofing the sign as well as placing it in a prominent place within the front setback of each street to which the proposed subdivision fronts. The public hearing notices shall be posted at least 10 days prior to the public hearings and remain in place until the public hearing is completed.

☐ Application Fee. The process / filing fee of $500.00 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 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. 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: __________________________ Date: ____________

State of Utah ( ) SS
County of Grand ( )

SUBSCRIBED AND SWORN to and before me this ________________ day of ____, 20_______
Applicant Statement: Issues for Consideration

1. Was the existing zone for the property developed in error?
   
   No

2. Has there been a change of character in the area? (e.g. installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.)
   
   Over the past 20 years, this area has been in a steady transition from primarily agriculture, to a higher residential population. Kerby lane alone has grown from just a handful of homes to dozens of residences. Rim Village/Rim Village Vistas has built over 100 units, though those are primarily used for overnight accommodations.
   
   Additionally, there is the construction of such facilities as the Old Spanish Trail Arena and the new Ballpark. These amenities were developed for the purpose to attract and be utilized for events by and for the local population.

3. Is there a need for the proposed use within the area(s)?
   
   Within the community, there has been a substantial decrease of affordable housing, while the resident population has been on a steady incline, causing a large deficit in the type of product that we are proposing. Because most jobs within our community are service positions, the wages provided are not sufficient enough to allow individuals/families the ability to afford housing at the current Rental Rate/Purchase Cost.

4. Will there be benefits derived by the community or area by granting the proposed rezoning?
   
   Yes. See 3.

5. Is the proposal in conformance with the policies, intents, and requirements of Grand County General Plan, specifically Chapter 4: Future Land Use Plan?
   
   Yes. According to the FLUP, “The Future Land Use Plan supports the Housing Plan by clarifying public support for the existing program in the LUC that offers incentives to build affordable housing in exchange for higher levels of residential density. From the base development rights, residential development applicants are encouraged to develop a portion of the units as affordable housing in order to increase the gross density of the project, giving them the ability to create more development rights. Residential density bonus incentives for including affordable housing vary by designation.” This is exactly what we intend to do.

6. Should the Development be annexed to a city?
   
   No.

7. Is the proposed density and intensity of use permitted in the proposed zoning district?
   
   Density no, Intensity yes. Not by the current Zoning Code. However, what we are requesting does fall well under what would be permitted under the HDHO.
SUMMARY:
9 - 4-PLEX SITES
33 - TWIN HOME LOTS
23 - SINGLE FAMILY LOTS

KERRYS LANE
SPANISH VALLEY DRIVE
Lucas Blake, certifies that I am a Professional Land Surveyor as prescribed under Title 57, Chapter 4, Section 24, of the Utah Revised Statues and that an engineering survey was made of the property described below, and the findings of that survey are as shown hereon. License No. 7540504

LEGAL DESCRIPTION

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 27, TOWNSHIP 25 SOUTH, RANGE 22 EAST, SALT LAKE MERIDIAN, THENCE NORTH 0"03'30" PROCEEDING THENCE NORTH 89"55' EAST 883.6 FEET TO THE CENTER BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 27, SOUTH 45"37' EAST 317.9 FEET; THENCE ALONG A 2"10' CURVE TOWARDS THE WEST 711.8 FEET TO THE POINT OF BEGINNING.

STANDARD LEGEND

SURVEYOR'S CERTIFICATION

Lucas Blake
License No. 7540504
ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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 EXTRACONTRACTUAL 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Authorized Countersignature

Anderson-Oliver Title Insurance Agency, Inc.
94 E. Grand Ave.
Moab, UT 84532
(435) 259-3000

Matt Morris
President and CEO

Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 11889
ALTA Commitment For Title Insurance 8-1-16 (4-2-18)
Page 1 of 3
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.
   (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;
   (f) Schedule B, Part II - Exceptions; and
   (g) a countersignature 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>.

**STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.
Sunrise engineering ran our hydraulic water model with the 125 units in your will serve request. We have the capacity to serve this development with adequate pressures and fire flows. Please provide detailed plans when they are complete for further necessary approvals. I have also attached a copy of our construction standards for you to provide to your engineer.

Thank you,
Dana

PS. Kenny – let me know if you need anything else.

Dana Van Horn
Agency Manager
Grand Water & Sewer Service Agency
3025 E. Spanish Trail Rd.
Moab, UT 84532
P:

GWSSA GIS Data Disclaimer: Maps and data are to be used for representation purposes only and have not been prepared for legal, engineering or surveying purposes. GWSSA assumes no liability for errors or omissions in any information. The information contained on the cadastral maps is used to locate and identify parcels of land for reference purposes only and is NOT to be interpreted or used as a "legal description." The only legally binding legal description is the description recorded in the recorder's office. The GIS database and maps are subject to constant change and the accuracy and completeness is not guaranteed.
Moab City Planning & Zoning
Grand County Planning & Zoning
Attn: whom it may concern

March 21, 2019
Request #6655300

Based on the request from "Jennifer Johnston", Rocky Mountain Power is providing a letter stating our intent to provide permanent or temporary electrical service. We will need a copy of proposed site plan (I have not seen & reviewed the preliminary site plan @ this time. RMP will supply power when customer & Rocky Mountain Power is ready to proceed) to know if all right of ways and or easements will work, before power can be served to customer. Customer to record all utility easement where new power lines will be located, or are already located, to feed existing & new locations. This is needed to know if all right of ways and or easements will work, before power can be served at "3640 Spanish Valley Dr." Moab, Utah. It is our intent to serve this new site called, "125 lot residential subdivision" with electrical power. Before providing power, all existing power lines are to be located at developer's expense and be recorded on final site plan, with noted 10' to 30' utility easements. Preliminary utilities have been reviewed and are approved.

In the process of providing power to this project, any line extensions required will be done in accordance with our current regulations and line extension policy.

As part of the line extension policy the customer will be required to provide all advance payments for line extensions, easements and approved plats for this development prior to lines being installed.

If you have any questions or concerns please e-mail or call @ 259-3232 or 259-3210

Sincerely,

Gary Lawley
Estimator, Moab Office
March 7, 2019

ATTN: Jennifer Johnston

Dear Ms. Johnston:

Re: Natural Gas Service Availability, 3640 Spanish Valley Drive, Moab

Natural gas can be made available to serve your development when the following requirements are met:

1. Developer provides plat maps, drawings, construction schedules, average size of homes, units, and/or buildings that will be served by natural gas, and any and all other relevant information regarding commercial and residential uses, including but not limited to, proposed natural gas appliances (number and type of appliances per unit, homes, building).

2. Review and analysis by Dominion Energy Utah’s Engineering and/or Pre-Construction Department to determine load requirements, system reinforcement requirements, and estimated costs to bring natural gas to the development.

Upon completion of Dominion Energy Utah’s review of the development’s natural gas requirements, agreements will be prepared, as necessary, for high pressure, intermediate high pressure and/or service line extensions required to serve the development. These service extensions must be paid in advance.

To accommodate your construction schedule and provide cost estimates to you, please contact me at your earliest convenience.

Sincerely,

Ron Dickerson
Operations Supervisor
## Agenda Summary

**GRAND COUNTY COUNCIL**

**October 1, 2019**

<table>
<thead>
<tr>
<th><strong>TITLE:</strong></th>
<th>Public Hearing to hear public input on a Conditional Use Permit application at 1728 South Rocky Road to enable Emery Telcom to expand and for equipment storage</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>

| **PREPARED BY:** | KENNY GORDON  
GRAND COUNTY  
PLANNING & ZONING  
ADMINISTRATOR |
|-----------------|-------------------------------------------------------------|
| **FOR OFFICE USE ONLY:** | Attorney Review:  
N/A |

**STATED MOTION:**

Move to approve the following conditions:

- TBD

**STAFF RECOMMENDATION:**

Review and consider application materials provided to the County Council related to the proposed Emery Telcom yard. Staff recommends the County Council approve the noted conditions above.

**BACKGROUND:**

See staff report attached.

**ATTACHMENT(s):**

- Staff Report
- Application & Applicant Statement
- Survey
- Storm water design
- Title Report
- Building Sheets
- Lighting Sheets
DATE: Tuesday, October 01, 2019
TO: Grand County Planning Commission
SUBJECT: Emery Telcom Conditional Use Permit

PROPERTY OWNER: Emery Telecommunications & Video, Inc.
PROP. OWNER REP: Mike Behling
ENGINEER: Johansen & Tuttle Engineering Inc.
PROPERTY ADDRESS: 1728 South Rocky Road
SIZE OF PROPERTY: 1.75 Acres
EXISTING ZONE: General Business (GB)
EXISTING LAND USE: Emery Telcom yard
ADJACENT ZONING AND LAND USE(S): General Business (GB) & Large Lot Residential (LLR)

APPLICATION TYPE
Conditional Use Permit

STAFF RECOMMENDATION: Choose an item.
Comments (optional): Click or tap here to enter text.

APPLICATION PROCEDURE
Decision Type: Choose an item.
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: Click or tap here to enter text.

SUMMARY OF REQUEST
Emery Telcom wishes to expand the existing facilities and operations at 1728 South Rocky Road. There currently is an approximately 650 square foot building used to shelter equipment on site, this structure would remain and Emery Telcom has proposed the addition of a 1,200 square foot building to be used for equipment and a 1,830 square foot office/equipment building. The renovations would include extension of utilities to the proposed office/equipment building, the addition of a parking lot, and the addition of storm drain facilities.

SITE IMPROVEMENTS / ADDITIONS / CHANGES
The renovations would include extension of utilities to the proposed office/equipment building, the addition of a parking lot, and the addition of storm drain facilities.
9.11 Conditional Use Permits

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

A. Effect on Environment

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

B. Compatible with Surrounding Area

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

C. External Impacts Minimized

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

D. Infrastructure Impacts Minimized

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

E. Consistent with LUC and General Plan

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

F. Parcel Size

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

COMPATABILITY WITH GENERAL PLAN

Staff believes the proposed Emery Telcom yard is supported by the General Plan. Specifically, the following elements of the
General Plan are noted:

Chapter 3.2 (Vision: Recreation and Access), Goal 1, Strategy F – Foster a business-friendly atmosphere where entrepreneurs can thrive.

COMPATABILITY WITH LAND USE CODE (ZONING)

3.2.3 Commercial Use Standards (See staff comments in red italics)

S. Utility Substation

Electricity regulating substations, gas pressure control stations or similar utility substations shall be subject to the following standards.

1. Any structure shall be set back not less than 25 feet from all property lines or the minimum setback requirements of the applicable zoning district, whichever is greater. *All structures are set back at least 25 feet from all property lines.*

2. The uses shall be enclosed by a screen and landscaped as required by Section 4.4F. *Dumpster is shielded by two buildings and behind a fence. Fence also acts as screening for yard uses.*

3. The storage of equipment on the premises shall be shielded from view offsite. *Fence also acts as screening for yard uses.*

**LAND USE CODE REFERENCE SECTIONS**

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>
</tr>
</thead>
<tbody>
<tr>
<td>Utilities</td>
<td>Telecommunications tower and facility</td>
<td>C</td>
<td>C</td>
<td>C C C C</td>
</tr>
<tr>
<td></td>
<td>Telecommunications tower and facility on existing</td>
<td>P</td>
<td>P</td>
<td>P P P P</td>
</tr>
<tr>
<td></td>
<td>tower/structure</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Telecommunications tower and facility in tower</td>
<td>P</td>
<td>P</td>
<td>P P P P</td>
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<tr>
<td></td>
<td>campus</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Utility substation</td>
<td>C</td>
<td>C</td>
<td>C C C C C</td>
</tr>
<tr>
<td></td>
<td>Transmission facility</td>
<td>C C C C C C</td>
<td></td>
<td>C C C C C</td>
</tr>
<tr>
<td></td>
<td>All other major utilities use</td>
<td>C C C C C C</td>
<td></td>
<td>C C C C C</td>
</tr>
<tr>
<td></td>
<td>All minor utilities use</td>
<td>P P P P P P</td>
<td></td>
<td>P P P P P</td>
</tr>
</tbody>
</table>

3.2.3 Commercial Use Standards
S. Utility Substation

Electricity regulating substations, gas pressure control stations or similar utility substations shall be subject to the following standards.

1. Any structure shall be set back not less than 25 feet from all property lines or the minimum setback requirements of the applicable zoning district, whichever is greater.

2. The uses shall be enclosed by a screen and landscaped as required by Section 4.4F.

3. The storage of equipment on the premises shall be shielded from view offsite.

3.4.8 Public and Civic Use Categories

J. Utilities

<table>
<thead>
<tr>
<th>Characteristics:</th>
<th>Examples</th>
<th>Accessory Uses</th>
<th>Uses not included</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public or private infrastructure serving a limited area with no on-site personnel (Minor Utility) or the general community and possibly having on-site personnel (Major Utility).</td>
<td>Minor Utilities: Stormwater retention and detention facilities Telephone exchanges Water and wastewater pump stations Major Utilities: Cell antennae Cell towers Electrical substations Natural gas pumping station Telecommunication towers and facilities Television and radio broadcasting transmitters Waste treatment plants Water towers, tanks, or standpipes</td>
<td>Control, monitoring, data or transmission equipment Off-street parking Storage</td>
<td>Maintenance yards and buildings (See Light industrial Service) Utility offices (See office) TV and radio studios (See office) Reservoir (See Parks and Open Areas)</td>
</tr>
</tbody>
</table>

PROPERTY HISTORY
There currently is an approximately 650 square foot building used to shelter equipment on site. Emery Telcom uses the site for storage of equipment.
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: Emery Telecommunications & Video, Inc.
Address: 445 East SR 29 - P.O. Box 629 Orangeville, Utah 84537
Phone: (435) 748-2223 cell: (435) 749-1002 fax: ___________________________
Email address: mbehling@emerytelcom.com

Engineer: Johansen & Tuttle Engineering Inc.
Address: 90 South 100 East Castle Dale, Utah 84513
Phone: (435) 381-2523 cell: __________________________ fax: __________________________
Email address: mercial@jandengineering.com

Property owner representative: Mike Behling
Address: 445 East SR 29 - P.O. Box 629 Orangeville, Utah 84537
Phone: (435) 748-2223 cell: (435) 749-1002 fax: __________________________
Email address: mbehling@emerytelcom.com

PROJECT INFORMATION
Project name: Central Office/Data Center
General location of the property: 1728 South Rocky Road
Size of the subject property: 1.75 acres
Current Zoning: Gen. Business (GB) district
REQUIRED – Each of the following agencies will review for their ability to serve the proposed development through adequate existing and future easements, or provide a letter with detailed requirements for the proposed development. Applicants are encouraged to consult each of the following agencies prior to submitting a development application. Grand County Community and Economic Development staff will request approval letters or signatures from each agency after a complete application is submitted.

Moab Valley Fire Department
Grand County Road Supervisor
Grand Water and Sewer Service Agency
Rocky Mountain Power
FEMA Floodplain Administrator

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 should include one large (24" x 36") set as well as one electronic copy. If the plans are not approved as submitted, two corrected large sets of plans, one small set of plans, and one electronic copy of plans shall be submitted that comply with the Zoning Administrator's approval.

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 shall be submitted that comply with the Planning Commission's approval.

☐ 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.

☐ 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 on public infrastructure such as roads, parking facilities and water and sewer systems, and on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to provide services adequately.

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

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

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

☐ 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.

☐ 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.

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

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: ___________________________ Date: 4/24/2019
To Whom It May Concern:

Emery Telcom has been operating in Moab and Grand County since 2009. During the past 10 years, our operations have greatly expanded in the area. We offer voice, fiber Internet and television services throughout much of the County, and continue to build into new areas throughout the community. We believe that this technology infrastructure has been extremely beneficial for the residents and businesses in the area.

In an effort to add more redundancy and enhance our services, it is necessary for us to construct a new central office/data center. This facility will house our electronics and equipment used to deliver the telecommunications services that we provide. We have outgrown our existing central office, and are proposing a new facility at the same location adjacent to our building.

We are happy to provide any necessary information in order to begin this project. Please let me know if you have any questions.

Thank you,

Jared Anderson
Emery Telcom – COO
(435) 748-3123
janderson@emerytelcom.com
Boundary Description

BEGINNING AT THE MOST SLY CORNER OF LOT 18, SECTION 17, T26S, R22E, SLB&M AND PROCEEDING N 37 DEG. 2' W 422.4 FEET, THEN S 52 DEG. 08' W 1.881 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE PORTION OF DEED TO THE COZZENS FAMILY TRUST RECORDED IN BOOK 8, PAGE 886, ENTRY NO. 57243, AND THE PORTION OF DEED TO THE COZZENS FAMILY TRUST RECORDED IN BOOK 8, PAGE 886, ENTRY NO. 57243, AND THE PORTION OF DEED TO THE COZZENS FAMILY TRUST RECORDED IN BOOK 8, PAGE 886, ENTRY NO. 57243, AND THE PORTION OF DEED TO THE COZZENS FAMILY TRUST RECORDED IN BOOK 8, PAGE 886, ENTRY NO. 57243.

The purpose of this survey is to retrace and monument the boundary of the above described property according to the official records and the location of permanent existing improvements located on the ground.

Lucas Blake
License No. 7549504

EMERY TELCOM
MOAB, UT 84532
BOUNDARY SURVEY
PROJECT: 121-17
DATE: 4/14/17
SHEET: 1 OF 1

Surveyor's Certificate

I, Lucas Blake, certify that I am a Professional Land Surveyor as prescribed under the laws of the State of Utah and that I hold license no. 7549504. I further certify that a land survey was made of the property described below, and the findings of this survey are as shown herein.
THIS PLAT IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE LAND, AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS WITH AN ACTUAL SURVEY.
WARRANTY DEED

For the sum of TEN DOLLARS and other good and valuable consideration, RICHARD KIM LOVERIDGE, Grantor, of Moab, UT, hereby CONVEYS AND WARRANTS to EMERY TELCOM VIDEO, LLC, Grantee of 445 E. SR 29, Orangeville, Utah 84537 the following described tract of land in Grand County, State of Utah, to-wit:

BEGINNING AT THE MOST S'LY CORNER OF LOT 18, SECTION 17, T26S, R22E, SL&M, AND PROCEEDING N 37 DEG. 52' W 422.4 FEET, THENCE N 89 DEG. 43' E 380.0 FEET, S 30 DEG. 27' E 91.6 FT., S 52 DEG. 01' W 114.4 FEET, S 45 DEG. 17' E 100.8 FEET; S 52 DEG. 08' W 188.1 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION DEED TO THE COZZENS FAMILY TRUST RECORDED JUNE 8, 2009, IN BOOK 748 AT PAGE 135 ENTRY NO. 401736 DESCRIBED AS FOLLOWS:
BEGINNING AT THE NW CORNER OF LOT 18, OF THE RESURVEY AND SUBDIVISION OF SECTION 17, T26S, R22E, SL&M UTAH, DATED OCTOBER 30, 1964, WHICH CORNER BEARS N 89 DEG. 43' E A DISTANCE OF 169.6' FROM THE NW 1/16 CORNER SECTION 17 AND THE SW CORNER OF GOVERNMENT LOT 66, SECTION 17, T26S, R22E, SL&M, THENCE N 89 DEG. 43' E 127.1', THENCE S 54 DEG. 08' W 100.8', THENCE N 37 DEG. 52' W 74.0' TO THE POINT OF BEGINNING.

SUBJECT TO easements, rights of way and restrictions of record.

WITNESS THE HAND of said Grantor this 19th day of August, 2009.

RICHARD KIM LOVERIDGE

STATE OF UTAH )
COUNTY OF GRAND ) SS.

On the 19 day of August, 2009, personally appeared before me, a Notary Public in and for the State of Utah, RICHARD KIM LOVERIDGE, the signer of the above instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

Residing In: Moab, UT 84537
My Commission Expires: 02/15/12

Mail Tax Notice To:
EMERY TELCOM VIDEO, LLC
445 E. SR 29
Orangeville, Utah 84537
REAL ESTATE DEED OF TRUST

AND

SECURITY AGREEMENT

Made By and Among

EMERY TELCOM VIDEO, LLC

as Grantor and Trustor

and

CoBANK, ACB

as Trustee

for the Benefit of

CoBANK, ACB

as Beneficiary

Dated as of

January 6, 2009
THIS DEED OF TRUST AND SECURITY AGREEMENT, dated as of January 6, 2009 (hereinafter called this "Deed of Trust") is made by EMERY TELCOM VIDEO, LLC as grantor and trustor (hereinafter called the "Grantor"), a limited liability company existing under the laws of the State of Utah, to COBANK, ACB, as trustee, (in such capacity, the "Trustee"), a federally-chartered instrumentality of the United States that is chartered and regulated by the Farm Credit Administration or its successor, for the benefit of COBANK, ACB (in such capacity, hereinafter called "CoBank" or the "Beneficiary"), a federally chartered instrumentality of the United States.

ARTICLE I.
DEFINITIONS

Section 1.01 Definitions. In addition to the terms defined elsewhere in this Deed of Trust, the following terms shall have the meanings specified in this Section 1.01, unless the context clearly requires otherwise. The terms defined herein include the plural as well as the singular. Accounting terms used in this Deed of Trust but not otherwise defined herein shall have the meanings they have under GAAP.

Beneficiary shall mean CoBank, ACB.

Credit Agreements shall mean all agreements, instruments and documents between the Grantor and the Beneficiary or executed by the Grantor in favor of the Beneficiary which evidence or relate to the Obligations, whether now existing or hereafter entered into, and all amendments, supplements and restatements thereof. Without limiting the foregoing, Credit Agreements shall include all agreements identified on Appendix "A" hereto.

Deed of Trust shall mean this Deed of Trust and Security Agreement, as it may be amended or supplemented from time to time.

Environmental Law shall have the meaning specified in Section 3.13.

Event of Default shall have the meaning specified in Section 4.01.

Excepted Property shall mean the property, if any, identified in Appendix "C" hereto.

GAAP shall mean generally accepted accounting principles as established by the American Institute of Certified Public Accountants.

Grantor's Location shall mean the debtor's location as described in the Uniform Commercial Code. For example, for a corporation, it is the state of incorporation; for a limited liability company, it is the state of formation; for a partnership, it is the state or other jurisdiction of organization; and for a proprietorship, it is the state or other jurisdiction of ownership.

Liens and Encumbrances shall mean Liens and Encumbrances as defined in Section 2.01.
personal communications services, radio, television and other voice, image and data communications of every type and description. Without limiting the foregoing, “Telecommunications Facilities” shall include all telecommunications and radio transmitting and receiving equipment, antennae, towers, satellite dishes, microwave communication equipment, machinery, computers, computer programs, software, parts, tools, implements, poles, posts, cross-arms, conduits, ducts, lines (whether underground or overhead or otherwise), wires, cables, exchanges, switches (including, without limitation, host switches and remote switches), testboards, racks, frames, motors, generators, batteries, items of central office equipment, pay-stations, protectors, subscriber equipment, instruments, connections, appliances and other machinery and equipment.

Trust Estate shall have the meaning specified in Section 2.01.

Uniform Commercial Code shall mean the Uniform Commercial Code of the state of the Grantor’s Location and any state in which any of the Trust Estate is located.

ARTICLE II.

GRANTING CLAUSES

Section 2.01. Granting Clauses. In order to secure the Obligations, whether such Obligations are made pursuant to a commitment, made at the option of the Beneficiary, made after a reduction to zero or other balance, or made otherwise, up to the Maximum Debt Limit, if any, and to declare the terms and conditions upon which the Obligations are to be secured, the Grantor, in consideration of the premises, does hereby grant, bargain, sell, alienate, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm unto the Trustee, in trust with power of sale and right of entry, for the benefit of the Beneficiary, its successors and assigns, and (to the extent provided in Section 6.06) unto the Beneficiary, all property, rights, privileges and franchises of the Grantor of every kind and description, real, personal or mixed, tangible or intangible, whether now owned or hereafter acquired by the Grantor, wherever located, EXCEPT ANY EXCEPTED PROPERTY, including all and singular the following described property other than Excepted Property (all of which is hereinafter called the “Trust Estate”):

I

All right, title and interest of the Grantor in and to those fee and leasehold estates in real property described in Appendix "B" hereto, subject in each case to those matters set forth in such Appendix, together with all buildings and improvements located thereon;

II

K:\Communications\WIP\A-Emery Telecom Video, LLC (00056194)\PEND\COMM TO UT 12-31-08.doc

9/08

Ent 492783 Bk 752 Pg 899
THIS INSTRUMENT CONSTITUTES A DEED OF TRUST AND SECURITY AGREEMENT COVERING BOTH REAL AND PERSONAL PROPERTY OF A TRANSMITTING UTILITY AND IS TO BE CROSS INDEXED IN ALL INDICES, IN WHICH ARE RECORDED LIENS, DEEDS OF TRUST, OR OTHER ENCUMBRANCES AGAINST REAL AND PERSONAL PROPERTY.

THIS INSTRUMENT CONSTITUTES A LIEN ON ALL AFTER ACQUIRED PROPERTY OF THE GRANTOR.

THIS INSTRUMENT CONTAINS FUTURE ADVANCE PROVISIONS.
liability company, it is the state of formation; and for a limited partnership, it is the state of registration.

**Hazardous Materials** shall have the meaning specified in Section 3.13.

**Lease** shall mean that certain lease under which the Grantor is a lessee, and recorded memorandum of lease, that are more particularly described on Appendix “B” hereto.

**Lien** shall mean any statutory or common law consensual or non-consensual mortgage, pledge, grant, security title or interest, lien, encumbrance or charge of any kind against property, including, without limitation, any conditional sale or other title retention transaction, any lease transaction in the nature of a security interest and any security interest under the Uniform Commercial Code.

**Maximum Debt Limit**, if any, shall mean the amount specified in Appendix “A” hereto.

**Obligations** shall mean the payment of all indebtedness and the performance of all obligations of the Grantor to the Beneficiary of every type and description, whether now existing or hereafter arising, fixed or contingent, as primary obligor or as guarantor or surety, acquired directly or by assignment or otherwise, liquidated or unliquidated, regardless of how they arise or by what agreement or instrument they may be evidenced, including, without limitation, all loans, advances and other extensions of credit made to or for the account of the Grantor and all covenants, agreements and provisions contained in this Deed of Trust and in all Credit Agreements. Without limiting the foregoing, “Obligations” shall include those obligations evidenced by the instruments and documents described in Appendix “A” hereto.

**Permitted Encumbrances** shall mean:

(i) as to the property specifically described in Granting Clause I, the restrictions, exceptions, reservations, conditions, limitations, interests and other matters which are set forth or referred to in the descriptions of such property set forth in Appendix B hereto; and

(ii) as to all of the Trust Estate, any Lien permitted under the Credit Agreements.

**Potential Default** shall mean the occurrence of any event which with the giving of notice and/or the passage of time and/or the occurrence of any other condition would ripen into an Event of Default.

**Telecommunications Facilities** shall mean all property, real or personal, tangible or intangible, of every kind, nature and description, and wheresoever situated, now owned or hereafter acquired by the Grantor, and used in whole or in part in connection with any telecommunications operations now or hereafter conducted by the Grantor, including, without limitation, the provision of services involving or relating to telephone, cellular telephone,
substances, as defined in or governed by the provisions of any Environmental Law.

(I) Environmental Law Defined. The term “Environmental Law” shall mean any federal, state or local laws, statute, ordinance, rule, regulation, administration order, or permit now in effect or hereinafter enacted, pertaining to the public health, safety, industrial hygiene, or the environmental conditions on, under or about the Trust Estate.

ARTICLE IV.

EVENTS OF DEFAULT AND REMEDIES OF THE BENEFICIARY

Section 4.01. Events of Default. Each of the following shall be an "Event of Default":

(A) default shall be made in the payment of any amount due under any Obligation;

(B) default shall be made in the due observance or performance of any of the covenants, conditions or agreements on the part of the Grantor, and, if such default shall be under Sections 3.06, 3.07 or 3.08 hereof, such default shall continue for a period of thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Grantor by the Beneficiary;

(C) any representation or warranty made by the Grantor herein, or in any certificate, instrument or document delivered hereunder, shall prove to be false or misleading in any material respect on or as of the date made;

(D) an “Event of Default” shall have occurred under any Credit Agreement or the Lease or, in the event any Credit Agreement or the Lease does not contain specified “Events of Default,” the Grantor shall breach or be in default of any Credit Agreement or the Lease; and

(E) an event of damage, destruction or loss or a taking under the power of eminent domain or like power (or transfer in lieu of such taking) shall have had, in the judgment of the Beneficiary, a material adverse effect on the ability of the Grantor to pay or perform the Obligations.

Section 4.02. Acceleration of Maturity. If an Event of Default shall have occurred and be continuing, the Beneficiary may declare the Obligations to be due and payable immediately by a notice in writing to the Grantor, and upon such declaration, all Obligations shall become due and payable immediately, anything contained herein or in the Credit Agreements to the contrary notwithstanding.
Grantor makes the following representations, warranties and covenants, all of which are subject to any exceptions that the Grantor may have previously disclosed in writing to the Beneficiary, and which, to the extent that they deal with representations of fact, are based on the Grantor's present knowledge, arrived at after reasonable inquiry.

(A) Use of the Trust Estate.

(1) The Grantor shall: (a) use, handle, transport or store Hazardous Materials as defined under any Environmental Law (both as hereinafter defined); and (b) store or treat non-hazardous wastes: (i) in a good and prudent manner in the ordinary course of business; and (ii) in compliance with all applicable Environmental Laws.

(2) The Grantor shall not conduct or allow to be conducted, in violation of any Environmental Law, any business, operations or activity on the Trust Estate, or, except in strict compliance with applicable law, employ or use the Trust Estate to generate, use, handle, manufacture, treat, store, process, transport or dispose of any Hazardous Materials, or any other substance which is prohibited, controlled or regulated under applicable law. The Grantor shall not use the Trust Estate in a way that poses a threat or nuisance to public safety, health or the environment, or cause or allow to be caused a known or suspected release of Hazardous Materials, on, under, or from the Trust Estate.

(3) The Grantor shall not do or permit any act or thing, business or operation that poses an unreasonable risk of harm, or impairs or may impair the value of the Trust Estate or any part thereof.

(B) Condition of the Trust Estate.

(1) The Grantor shall take all appropriate response actions, including any removal and remedial actions, in the event of a release, emission, discharge or disposal of Hazardous Materials in, on, under, or about the Trust Estate, so as to remain in compliance with all Environmental Laws.

(2) All underground tanks, wells, septic tanks, ponds, pits, or any other storage tanks (whether currently in use or abandoned) on the Trust Estate, if any, are, as of the date hereof, maintained in compliance with all applicable Environmental Laws.

(C) Notice of Environmental Problems or Litigation. Neither the Grantor nor any of its tenants have given, nor were they required to give, nor have they received, any notice, letter, citation, order, warning, complaint, inquiry, claim or demand that: (1) the Grantor and/or any tenants have violated, or are about to violate, any Environmental Law, judgment or order; (2) there has been a release, or there is a threat of release, of Hazardous Materials from the Trust Estate; (3) the Grantor and/or its tenants may be or are liable, in whole or in part, for the costs of cleaning up, remediating, removing or responding to a release or a threatened release of
Hazardous Materials; or (4) the Trust Estate is subject to a lien in favor of any governmental entity for any liability, costs or damages, under any Environmental Law arising from, or costs incurred by such governmental entity in response to, a release or a threatened release of a Hazardous Material. The Grantor further represents and warrants that no conditions currently exist or are currently reasonably foreseeable that would subject the Grantor to any such investigation, litigation, administrative enforcement or to any damages, penalties, injunctive relief, or cleanup costs under any Environmental Law. Upon receipt of any such notice, the Grantor and its tenants shall immediately provide a copy to the Beneficiary.

(D) Right of Inspection. The Grantor hereby grants, and will cause any tenants to grant, to the Beneficiary, its agents, attorneys, employees, consultants, contractors, successors and assigns, an irrevocable license and authorization, upon reasonable notice, to enter upon and inspect the Trust Estate and facilities thereon, and perform such tests, including without limitation, subsurface testing, soils and groundwater testing, and other tests which may physically invade the Trust Estate, as the Beneficiary, in its sole discretion, determines are necessary to protect its security interest; provided, however, that under no circumstances shall the Beneficiary be obligated to perform such inspections or tests.

(E) Indemnity. The Grantor agrees to indemnify and hold the Beneficiary, its directors, employees, agents, and its successors and assigns, harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, judgments, administrative orders, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including without limitation attorney's fees and expenses) arising directly or indirectly, in whole or in part, out of any failure of the Grantor to comply with the environmental representations, warranties, and covenants contained herein.

(F) Continuation of Representations, Warranties, Covenants and Indemnities. The Grantor's representations, warranties, covenants, and indemnities contained herein shall survive the occurrence of any event whatsoever, including, without limitation, the satisfaction of the Obligations secured hereby, the reconveyance or foreclosure of this Deed of Trust, the acceptance by the Beneficiary of a deed in lieu of foreclosure, or any transfer or abandonment of the Trust Estate.

(G) Corrective Action. In the event the Grantor is in breach of any of its representations, warranties or agreements as set forth above, then, without limiting the Beneficiary's other rights hereunder, the Grantor, at its sole expense, shall take all actions required, including, without limitation, environmental cleanup of the Trust Estate, to comply with the representations, warranties, and covenants contained herein and with all applicable legal requirements and, in any event, shall take all actions deemed necessary under all applicable Environmental Laws.

(H) Hazardous Materials Defined. The term "Hazardous Materials" shall mean dangerous, toxic, or hazardous pollutants, contaminants, chemicals, wastes, materials or
of any insurance premiums or taxes and the satisfaction or discharge of any judgment or any Lien upon the Trust Estate or other property or assets of the Grantor (other than Permitted Encumbrances); provided, however, that the making of any such advance by the Beneficiary shall not constitute a waiver by the Beneficiary of any Event of Default with respect to which such advance is made nor excuse the Grantor from any performance required hereunder. The Grantor shall pay to the Beneficiary upon demand all such advances made by the Beneficiary with interest thereon at a rate equal at all times to 4% per annum above the Beneficiary's “CoBank Base Rate.” For purposes hereof, the CoBank Base Rate shall mean the rate of interest established by the Beneficiary from time to time as its CoBank Base Rate, which rate is intended by the Beneficiary to be a reference rate and not its lowest rate. All such advances and accrued interest shall be secured by this Deed of Trust.

Section 3.10. Further Assurances. Upon the request of the Beneficiary, the Grantor shall promptly do all acts and things, including the execution, acknowledgment and delivery of such financing statements, amendments thereto and other instruments and documents as the Beneficiary may request, to enable the Beneficiary to perfect and maintain the Lien of this Deed of Trust and/or the Beneficiary’s rights and remedies hereunder. The Grantor shall notify the Beneficiary promptly upon the acquisition of any fee or leasehold estate in real property and shall execute and record such amendments or supplements to this Deed of Trust or other documents or instruments as are necessary or appropriate to subject such real property to the Lien of this Deed of Trust and shall deliver such executed and recorded amendments or supplements or other documents or instruments to the Beneficiary. In addition, the Grantor shall promptly notify the Beneficiary of (i) its acquisition or ownership of any Trust Estate located in any county in which this Deed of Trust is not then recorded, (ii) any change in its name, (iii) any change in its principal place of business or its chief executive office, and (iv) any change in the state of the Grantor’s Location. In the event the Grantor fails to take any action required under this Section 3.10, the Beneficiary may take any such action and make, execute and record any such financing statements, instruments and documents for and in the name of the Grantor, and the Grantor hereby irrevocably appoints the Beneficiary as its attorney-in-fact to take such actions, which appointment is coupled with an interest and irrevocable.

Section 3.11. Condemnation, Etc. In the event that the Trust Estate or any part thereof shall be taken under the power of eminent domain or like power, then, unless the Beneficiary otherwise consents, all proceeds and avails thereof shall be applied by the Grantor to the prepayment of the Obligations (such prepayments to be applied in such order and manner as the Beneficiary may, in its sole discretion, elect).

Section 3.12. Conflict with Deed of Trust Terms. The provisions of this Deed of Trust and the Credit Agreements shall be cumulative and not mutually exclusive, notwithstanding any inconsistencies.

Section 3.13. Environmental Representations, Warranties and Covenants. The...
preserve and renew all franchises, rights of way, easements, permits, and licenses now or hereafter granted or upon it conferred necessary to the operations of the Grantor, and will comply in all material respects with all laws, ordinances, regulations, and requirements applicable to it or the Trust Estate.

Section 3.07. Maintenance of Trust Estate. The Grantor will at all times maintain and preserve the Trust Estate and each and every material part and parcel thereof in good repair, working order and condition, ordinary wear and tear excepted, and in material compliance with all applicable laws, ordinances, regulations, and requirements, and will from time to time make all needed and proper repairs, renewals, and replacements, and useful and proper alterations, additions, betterments and improvements, and will, subject to contingencies beyond its reasonable control, at all times keep its facilities and properties in continuous operating condition and use all reasonable diligence to furnish the consumers served by it through the Trust Estate, or any part thereof, with adequate services furnished by the Grantor.

Section 3.08. Insurance; Restoration of Damaged Trust Estate. The Grantor will maintain insurance as required by the Credit Agreements. In the event of damage to or the destruction or loss of any portion of the Trust Estate, unless the Beneficiary shall otherwise agree, the Grantor shall replace or restore such damaged, destroyed or lost portion so that the Trust Estate shall be in substantially the same condition as it was in prior to such damage, destruction or loss. Provided no Potential Default or Event of Default then exists, the Beneficiary shall provide to the Grantor any insurance proceeds received by the Beneficiary upon such reasonable terms and conditions as the Beneficiary may require to ensure that such proceeds are used for the foregoing purpose and that such required replacement or restoration will be completed. The Grantor shall replace the lost portion of the Trust Estate or shall commence such restoration promptly after such damage, destruction or loss shall have occurred and shall complete such replacement or restoration as expeditiously as practicable, and shall pay or cause to be paid, out of the proceeds of such insurance or otherwise, all costs and expenses in connection therewith so that such replacement or restoration shall be so completed that the portion of the Trust Estate so replaced or restored shall be free and clear of all Liens, other than Permitted Encumbrances. At the request of the Beneficiary, the Grantor shall exercise such rights and remedies which it may have under any insurance policy or fidelity bond and which may be designated by the Beneficiary, and the Grantor hereby irrevocably appoints the Beneficiary as its agent to exercise such rights and remedies under any insurance policy or bond as the Beneficiary may choose, and the Grantor shall pay all reasonable costs and expenses incurred by the Beneficiary in connection with such exercise.

Section 3.09. Beneficiary Right to Expend Money to Protect Trust Estate. From time to time, the Beneficiary may, in its sole discretion, but shall not be obligated to, advance funds on behalf of the Grantor, in order to ensure compliance with any covenant or agreement of the Grantor made in or pursuant to this Deed of Trust or any of the Credit Agreements, to preserve or protect any right or interest of the Beneficiary in the Trust Estate or under or pursuant to this Deed of Trust or any of the Credit Agreements, including, without limitation, the payment
Also, all right, title and interest of the Grantor in and to all other property, real or personal, tangible or intangible, of every kind, nature and description, and wheresoever situated, now owned or hereafter acquired by the Grantor, including, without limitation, all accounts, inventory (including without limitation, returned or repossessed goods), contract rights, chattel paper, electronic chattel paper, instruments, documents, investment property (including, without limitation, certificated and uncertificated securities, security entitlements, securities accounts, commodity contracts, and commodity accounts), letters of credit; letter-of-credit rights, equipment, inventory, fixtures, general intangibles (including, without limitation, payment intangibles, choses or things in action, litigation rights and resulting judgments, goodwill, patents, trademarks and other intellectual property, tax refunds, miscellaneous rights to payment, investments and other interests in entities not included in the definition of investment property (including, without limitation, all equities and patronage rights in all cooperatives and all interests in partnerships and joint ventures), margin accounts, computer programs, software, invoices, books, records and other information relating to or arising out of the Grantor’s business); and, to the extent not covered by the above, all other personal property of the Grantor of every type and description, including without limitation, supporting obligations, interests or claims in or under any policy of insurance, commercial tort claims, deposit accounts, money, and judgments (as such terms are presently or hereafter defined in the applicable Uniform Commercial Code), it being the intention hereof that all such property now owned but not specifically described herein or acquired or held by the Grantor after the date hereof shall be as fully embraced within and subjected to the Lien hereof as if the same were now owned by the Grantor and were specifically described herein to the extent only, however, that the subjection of such property to the Lien hereof shall not be contrary to law; and

VIII

Also, any Excepted Property that may, from time to time hereafter, by delivery or by writing of any kind, be subjected to the Lien hereof by the Grantor or by anyone in its behalf; and the Trustee is hereby authorized to receive the same at any time as additional security hereunder for the benefit of the Beneficiary.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and all rents, income, revenues, profits, cash, proceeds, products and benefits at any time derived, received or had from any and all of the above-described property of the Grantor and all deposits or other accounts into which the same may be deposited.

TO HAVE AND TO HOLD all and singular the Trust Estate unto the Trustee and its successors and assigns for the uses and purposes set forth herein, in trust, forever, to secure the payment and performance of the Obligations, including, without limitation, the due performance of the covenants, agreements and provisions herein contained, and for the uses and purposes and upon the terms, conditions, provisos and agreements hereinafter expressed and declared.
All right, title and interest of the Grantor in and to all other estates and interests in real property now owned by the Grantor and located in the counties listed in Appendix "B" hereto, or hereafter acquired, wherever located, including, without limitation, all fixtures, easements, permits, licenses and rights of way comprising real property;

III

All right, title and interest of the Grantor in and to all Telecommunications Facilities now owned by the Grantor and located in the counties listed in Appendix "B" hereto, or hereafter constructed or acquired by the Grantor, wherever located;

IV

All right, title and interest of the Grantor in, to and under any and all grants, privileges, rights of way and easements now owned, held, leased, enjoyed or exercised, or which may hereafter be owned, held, leased, acquired, enjoyed or exercised, by the Grantor for the purposes of, or in connection with, the construction, acquisition, ownership, use or operation by or on behalf of the Grantor of the Telecommunications Facilities, wherever located;

V

All right, title and interest of the Grantor in, to and under any and all licenses, ordinances, privileges and permits heretofore granted, issued or executed, or which may hereafter be granted, issued or executed, to it or to its assignors by the United States of America, or by any state, or by any county, township, municipality, village or other political subdivision thereof, or by any agency, board, commission or department of any of the foregoing, authorizing the construction, acquisition, ownership, use or operation of the Telecommunications Facilities, insofar as the same may by law be assigned, granted, bargained, sold, conveyed, transferred, mortgaged or pledged, including, without limitation, all licenses and permits issued by the Federal Communications Commission (the "FCC");

VI

All right, title and interest of the Grantor in, to and under any and all contracts heretofore or hereafter executed, as they may be amended or supplemented from time to time, by and between the Grantor and any person, firm, corporation or governmental body or agency, including, without limitation, contracts relating in any way to (i) the construction, acquisition, ownership, use, operation or output of the Grantor's Telecommunications Facilities, and (ii) the provision of telecommunications services;

VII
Section 4.03. Remedies of the Beneficiary. If one or more Events of Default shall occur and be continuing, the Beneficiary (personally or by attorney), in its discretion, may:

(A) take immediate possession of the Trust Estate, collect and receive all credits, outstanding accounts and bills receivable of the Grantor and all rents, income, revenues, profits and proceeds pertaining to or arising from the Trust Estate, or any part thereof, whether then past due or accruing thereafter, and issue binding receipts therefor, and manage, control and operate the Trust Estate as fully as the Grantor might do if in possession thereof, including, without limitation, the making of all repairs or replacements deemed necessary or advisable;

(B) proceed to protect and enforce the rights of the Grantor and the rights of the Beneficiary by suits or actions in equity or at law in any court or courts of competent jurisdiction, whether for specific performance of any covenant or any agreement contained herein or in any Credit Agreement or in aid of the execution of any power herein granted or for the foreclosure hereof or hereunder or for the sale of the Trust Estate, or any part thereof, or to collect the debts hereby secured or for the enforcement of such other or additional appropriate legal or equitable remedies as may be deemed necessary or advisable to protect and enforce the rights and remedies herein granted or conferred;

(C) as a matter of right and without notice to Grantor or anyone claiming under Grantor, and without regard to the then value of the Trust Estate or the adequacy of any security for the Obligations, apply to any court having jurisdiction to appoint a receiver of the Trust Estate and of all rents, income, revenues, profits and proceeds pertaining thereto or arising therefrom, and Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver may take possession of and protect the Trust Estate and operate the same and collect rents, issues and profits therefrom, whether then past due or accruing after the appointment of such receiver, and such receiver shall have all the usual powers and duties of receivers in like and similar cases, to the fullest extent permitted by law;

(D) request the Trustee to proceed with sale of the Trust Estate by filing for record, in the office of the recorder of each county where the Trust Estate or some part or parcel thereof is situated, a notice of default, identifying the Deed of Trust by stating the name of the trustor named therein and giving the book and page where the Deed of Trust is recorded and a legal description of the Trust Estate, and containing a statement that a breach of an obligation for which the Trust Estate was conveyed as security has occurred, and setting forth the nature of that breach and of the Trustee's election to sell or cause to be sold the property to satisfy the obligation. After the lapse of at least three months the Trustee shall give notice of sale as provided herein and, following such notice, the Trustee is authorized and empowered to sell or cause to be sold all and singular the Trust Estate or any part thereof, and all right, title, interest, claim and demand of the Grantor therein or thereto, at public auction to the highest bidder at the courthouse of the county in which the property to be sold, or some part thereof, is located, at such time, which time shall be between the hours of 9 a.m. and 5 p.m., upon such notice, and upon such terms as may be specified in the notice of sale, which shall state the time when and the
ARTICLE III.

PARTICULAR REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE GRANTOR

The Grantor represents, warrants and, except as otherwise permitted by the Beneficiary, covenants with the Beneficiary as follows:

Section 3.01. Authority to Execute and Deliver this Deed of Trust; All Action Taken; Enforceable Obligations. The Grantor is authorized under its articles of incorporation and bylaws or other applicable organizational documents and all applicable laws and by corporate or organizational action to execute and deliver this Deed of Trust; and this Deed of Trust is, and any amendment, supplement or restatement of this Deed of Trust, when executed and delivered will be, the legal, valid and binding obligations of the Grantor which are enforceable in accordance with their respective terms.

Section 3.02. Authority to Convey Trust Estate; No Liens; Exception for Permitted Encumbrances; Grantor to Defend Title and Remove Liens. The Grantor has good and marketable title to all fee and leasehold estates in real property, good and marketable title to all personal property, and good, right and lawful authority to mortgage and convey the Trust Estate for the purposes herein expressed. The Trust Estate is free and clear of any Lien affecting the title thereto, except Permitted Encumbrances. The Grantor will, so long as any of the Obligations shall remain unpaid, maintain and preserve the Lien of this Deed of Trust superior to all other Liens, other than Permitted Encumbrances, and will forever warrant and defend the title to the Trust Estate against any and all claims and demands.

Section 3.03. No Encumbrances on Trust Estate. The Grantor will not create, incur, suffer or permit to exist any Lien on any of the Trust Estate, except for Permitted Encumbrances. Except for claims giving rise to Permitted Encumbrances, the Grantor will promptly pay or discharge any and all obligations for or on account of which any such Lien might exist.

Section 3.04. Sale or Transfer of Trust Estate. The Grantor shall not sell, lease or transfer any Trust Estate to any person or entity unless and only to the extent permitted in the Credit Agreements.

Section 3.05. Payment of Obligations. The Grantor will duly and punctually pay all amounts due under the Obligations, at the dates and places and in the manner provided in all Credit Agreements, and all other sums becoming due hereunder.

Section 3.06. Preservation of Franchises and Compliance with Laws. The Grantor will take or cause to be taken all such action as may from time to time be necessary to obtain,
Section 4.06. Waiver of Appraisal Rights. The Grantor, for itself and all who may claim through or under it, covenants that it will not at any time insist upon or plead, or in any manner whatever claim, or take the benefit or advantage of, any appraisal, valuation, stay, extension or redemption laws now or hereafter in force in any locality where any of the Trust Estate may be situated, in order to prevent, delay or hinder the enforcement or foreclosure of this Deed of Trust, or the absolute sale of the Trust Estate, or any part thereof, or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser or purchasers thereat, and the Grantor, for itself and all who may claim through or under it, hereby waives the benefit of all such laws unless such waiver shall be forbidden by law.

Section 4.07. Exercise by Trustee. Notwithstanding anything herein to the contrary, the Trustee (i) shall not exercise, or waive the exercise of, any of its rights or remedies hereunder (other than its right to reimbursement) except upon the request of the Beneficiary, and (ii) shall exercise, or waive the exercise of, any or all of such rights or remedies upon the request of the Beneficiary and at the direction of the Beneficiary as to the manner of such exercise or waiver, provided that the Trustee shall have the right to decline to follow any such request or direction if the Trustee shall be advised by counsel that the action or proceeding, or manner thereof, so directed may not lawfully be taken or waived.

ARTICLE V.

POSSESSION UNTIL DEFAULT; SATISFACTION

Section 5.01. Possession Until Default. Until one or more Events of Default shall have occurred, the Grantor shall be suffered and permitted to retain actual possession of the Trust Estate, and to manage, operate and use the same and any part thereof, with the rights and franchises appertaining thereto, including, without limitation, to collect, receive, take, use and enjoy the rents, revenues, issues, earnings, income, products, profits and proceeds thereof or therefrom, subject to the provisions of this Deed of Trust.

Section 5.02. Satisfaction. If the Grantor shall well and truly pay or cause to be paid the Obligations at the times and in the manner provided in the Credit Agreements, and shall also pay or cause to be paid all other sums payable by the Grantor hereunder, and shall keep and perform all covenants herein and in all Credit Agreements required to be kept and performed by it, and there are no further obligations to make advances to the Grantor under any of the Credit Agreements, then and in that case, the Trust Estate shall, upon the written request of the Grantor, be wholly reconveyed and cleared of the Lien of this Deed of Trust, and in such case, at the Grantor's cost and expense; provided however, that in any event, the Trustee shall release the Trust Estate no later than ninety (90) days after such satisfaction. The Beneficiary and the Trustee shall execute and deliver to the Grantor such instruments of release, cancellation, satisfaction or
place where the sale is to be held, shall contain a legal description of the property to be sold, and which shall substantially comply with the form provided in Section 57-1-25(3), Utah Code Annotated. Notice shall be given by publishing the same once in each week for three consecutive calendar weeks prior to the date of such sale in a newspaper of general circulation published in said county or, if no such newspaper is published in such county, in a newspaper of general circulation in such county, the last such publication to be at least ten (10) but not more than thirty (30) days prior to the date fixed for such sale; and by posting such notice, at least twenty (20) days before the date of sale, in some conspicuous place on the property of the Trust Estate to be sold and at least three public places of each city or county in which the property of the Trust Estate be sold, or some part thereof, is situated. Any sale to be made under this Section 4.03(D) may be postponed by public declaration at the time and place appointed for such sale or for such postponed sale or sales. Such postponement shall not exceed a period of seventy-two (72) hours, but if the last hour of the postponement falls on a Saturday, Sunday or a legal holiday, the sale may be postponed until the same hour of the next day which is not a Saturday, a Sunday, or a legal holiday, and without further notice or publication the sale may be had at the time and place to which the same shall be postponed. In the event of a longer postponement, the sale shall be canceled and renoticed in the same manner as the original notice of sale is required to be given. Pursuant to Section 57-1-28, Utah Code Annotated, the recitals of compliance with the requirements of the Utah Code relating to the exercise of the power of sale and sale of the property contained in this Deed of Trust constitute prima facie evidence of such compliance and are conclusive evidence in favor of bona fide purchasers and encumbrances for value without notice. Notwithstanding the foregoing, in the event another or different notice of sale or another or different manner of conducting the same shall be required by law, the notice of sale shall be given or the sale be conducted, as the case may be, in accordance with the applicable provisions of law. The costs and expenses incurred by the Beneficiary (including, but not limited to, receiver's fees, counsel fees, cost of advertisement and agents' compensation) in the exercise of any of the remedies provided in this Deed of Trust shall be secured by this Deed of Trust; and

(E) foreclose on the Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property.

Section 4.04. Application of Proceeds from Remedial Actions. Any proceeds or funds arising from the exercise of any rights or the enforcement of any remedies herein provided after the payment or provision for the payment of any and all costs and expenses in connection with the exercise of such rights or the enforcement of such remedies shall be applied to the Obligations in such order and manner as the Beneficiary shall elect in its sole discretion, and the balance, if any, shall be paid to whomsoever shall be entitled thereto.

Section 4.05. Remedies Cumulative; No Election. Every right or remedy herein conferred upon or reserved to the Beneficiary or the Trustee shall be cumulative and shall be in addition to every other right and remedy given hereunder or under any Credit Agreement or now or hereafter existing at law, or in equity, or by statute. The pursuit of any right or remedy shall not be construed as an election.
reconveyance as shall be required by law in the circumstances, if any.

ARTICLE VI.

MISCELLANEOUS

Section 6.01. Property Deemed Real Property. It is hereby declared to be the intention of the Grantor that all Telecommunications Facilities embraced in the Trust Estate, including, without limitation, all rights of way and easements granted or given to the Grantor or obtained by it to use real property in connection with the construction, acquisition, ownership, use or operation of the Telecommunications Facilities, and all other property physically attached to any of the foregoing, shall be deemed to be real property.

Section 6.02. Deed of Trust to Bind and Benefit Successors and Assigns. All of the covenants, stipulations, promises, undertakings and agreements herein contained by or on behalf of the Grantor shall bind its successors and assigns, whether so specified or not, and all titles, rights and remedies hereby granted to or conferred upon the Trustee or the Beneficiary shall pass to and inure to the benefit of the successors and assigns of the Trustee or the Beneficiary, as the case may be. The Grantor hereby agrees to execute such consents, acknowledgments and other instruments as may be requested by the Beneficiary in connection with the assignment, transfer, mortgage, hypothecation or pledge of the rights or interests of the Beneficiary hereunder or under the Credit Agreements or in and to any of the Trust Estate.

Section 6.03. Headings. The descriptive headings of the various articles and sections of this Deed of Trust were formulated and inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

Section 6.04. Notices. All demands, notices, reports, approvals, designations or directions required or permitted to be given hereunder shall be in writing and shall be deemed to be properly given if sent by registered or certified mail, postage prepaid, or delivered by hand, or sent by facsimile transmission, receipt confirmed, addressed to the proper party or parties at the following address:

As to the Grantor:    Emery Telcom Video, LLC
                      455 East Highway 29
                      Orangeville, UT 84537
                      Attention: Brock Johansen
                      Fax No: 435-748-5001
As to the Trustee: CoBank, ACB  
5500 S. Quebec Street  
Greenwood Village, CO 80111  
Attention: Communications and Energy Banking Group  
Fax No: 303-224-2718

As to the Beneficiary: CoBank, ACB  
5500 S. Quebec Street  
Greenwood Village, CO 80111  
Attention: Communications and Energy Banking Group  
Fax No: 303-224-2718

Either such party may from time to time designate to each other a new address to which demands, notices, reports, approvals, designations or directions may be addressed, and from and after any such designation, the address designated shall be deemed to be the address of such party in lieu of the address given above.

Section 6.05. Severability. The invalidity of any one or more phrases, clauses, sentences, paragraphs or provisions of this Deed of Trust shall not affect the remaining portions hereof.

Section 6.06. Deed of Trust Deemed Security Agreement. To the extent that any of the property described or referred to in this Deed of Trust is governed by the provisions of the Uniform Commercial Code: (i) this Deed of Trust is hereby deemed a "security agreement" and a "financing statement" for said security agreement under the Uniform Commercial Code and (ii) the Grantor hereby grants to the Trustee and to the Beneficiary, separate security interests in the property named in the Granting Clauses. The Grantor agrees that this Deed of Trust or any reproduction hereof may be filed as a financing statement in the appropriate offices to perfect the security interests granted herein. The Grantor shall, at the Grantor's own expense, execute, deliver, file and refile any financing or continuation statements or other security agreements the Beneficiary may require from time to time to perfect, confirm or maintain the lien of this Deed of Trust with respect to such property. Without limiting the foregoing, the Grantor hereby irrevocably appoints the Beneficiary as attorney-in-fact for the Grantor and authorizes the Beneficiary to execute, deliver and file such instruments (including electronic filings) for or on behalf of the Grantor at the Grantor's expense, which appointment, being for security, is coupled with an interest and shall be irrevocable. The mailing addresses of the Grantor as debtor, and the Trustee and the Beneficiary as secured parties are as set forth in Section 6.04.

Section 6.07. Governing Law. The effect and meaning of this Deed of Trust, and the rights of all parties hereunder, shall be governed by, and construed according to, the laws of the State of Utah, except to the extent governed by federal law or the Uniform Commercial Code of

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the state of the Grantor's Location.

Section 6.08. Indemnification by the Grantor of the Beneficiary. The Grantor agrees to indemnify and save harmless the Beneficiary against any liability or damages which the Beneficiary may incur or sustain in the exercise and performance of its rightful powers and duties hereunder, including any liability or damages arising from the Grantor's failure to comply with any Environmental Law or the like applicable to the Trust Estate. For such indemnity, the Beneficiary shall be secured under this Deed of Trust in the same manner as the Obligations and all amounts payable under this Section shall be paid to the Beneficiary with interest at the rate specified in Section 3.09. The Grantor's obligations under this Section shall survive the exercise by the Beneficiary of its rights and remedies hereunder, any foreclosure on all or any part of the Trust Estate and the release, cancellation or satisfaction of this Deed of Trust.

Section 6.09. Trustee.

(A) Trustee must be (i) a member of the Utah State Bar; (ii) any depository institution as defined in Section 7-1-103, Utah Code Annotated, or insurance company authorized to do business in Utah under the laws of Utah or the United States; (iii) any corporation authorized to conduct a trust business in Utah under the laws of Utah or the United States; (iv) any title insurance or abstract company authorized to do business in Utah under the laws of Utah or the United States; (v) any agency of the United States government; or (vi) any association or corporation which is licensed, chartered, or regulated by the Farm Credit Administration or its successor. The Trustee may not be a Beneficiary unless the Beneficiary is qualified to be a Trustee under (ii), (iii), (v) or (vi) of this Subsection.

(B) Subject to applicable law, the Trustee may resign by an instrument in writing addressed to the Beneficiary, or the Trustee may be removed at any time with or without cause by an instrument in writing executed by the Beneficiary. In case of the death, resignation, removal or disqualification of the Trustee or if for any reason the Beneficiary shall deem it desirable to appoint a substitute or successor Trustee, then the Beneficiary shall have the right and is hereby authorized and empowered to appoint a successor Trustee, or a substitute Trustee, by filing for record in the office of the county recorder of each county in which the Trust Estate or some part thereof is situated, a substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all the power, duties, authority, and title of the Trustee named in the Deed of Trust and of any successor Trustee. The authority hereby conferred shall extend to the appointment of other successor and substitute Trustees successively until the Grantor's obligations have been satisfied under Section 6.02 hereof or until the Trust Estate is sold hereunder. Such appointment and designation by the Beneficiary shall be full evidence of the right and authority to make the same and all facts therein recited. If the Trustee is a corporation, a national banking association or a federally chartered instrumentality of the United States and its appointment as Trustee is executed in its behalf by an officer of such corporation or national banking association, or an authorized representative of such federally chartered instrumentality, such appointment shall be conclusively presumed to be executed with
authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer. Upon the making of such appointment and designation, all of the estate and title of the Trustee in the Trust Estate shall vest in the named successor or substitute Trustee and it shall thereupon succeed to and shall hold, possess and execute all the rights, powers, privileges, immunities and duties herein conferred upon the Trustee; but nevertheless, upon the written request of the Beneficiary or of the successor or substitute Trustee, the Trustee ceasing to act shall execute and deliver an instrument transferring to such successor or substitute Trustee all of the estate and title in the Trust Estate of the Trustee ceasing to act, together with all the rights, powers, privileges, immunities and duties herein conferred upon the Trustee, and shall duly assign, transfer and deliver any of the properties and moneys held by said Trustee hereunder to said successor or substitute Trustee. All references herein shall be deemed to refer to the Trustee (including any successor or substitute appointed and designated as herein provided) from time to time acting hereunder. Except as otherwise required by applicable law, the Trustee shall not perform any act or omit to act hereunder unless, prior to such act or omission, the Beneficiary delivers to the Trustee direction to do so act or omit to act. The Grantor hereby ratifies and confirms any and all acts which the Trustee herein named or its successor or successors, substitute or substitutes, in this trust, shall do lawfully by virtue hereof.

(C) The Trustee shall not be liable for any error of judgment or act done by the Trustee in good faith, or otherwise be responsible or accountable under any circumstances whatsoever, except for the Trustee's gross negligence or willful misconduct. The Trustee shall have the right to rely upon any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder, believed by it in good faith to be genuine. All moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law or by the Beneficiary), and the Trustee shall be under no liability for interest on any moneys received by it hereunder.

(D) The Beneficiary hereby agrees to indemnify and save harmless the Trustee from and against any liability or damages which the Trustee may incur or sustain in the exercise and performance of its rights and duties hereunder, unless incurred or sustained as a result of the Trustee's gross negligence or willful misconduct.

Section 6.10. FCC Matters. Notwithstanding any other provision of this Deed of Trust:

(A) To the extent applicable thereto, any foreclosure on, sale, transfer or other disposition of any of the Trust Estate by the Trustee or the Beneficiary shall be pursuant to Section 310(d) of the Communications Act of 1934, as amended, and the applicable rules and regulations thereunder, and, if and to the extent required thereby, subject to the prior approval or notice to and non-opposition of the FCC.

(B) If an Event of Default shall have occurred and be continuing, the Grantor shall take any action which the Trustee or the Beneficiary may request in order to transfer and
assign to the Trustee or the Beneficiary, or to such one or more third parties as the Trustee or the Beneficiary may designate, or to a combination of the foregoing, each FCC license or permit held by the Grantor. The Trustee and the Beneficiary are empowered, to the extent permitted by applicable law, to request the appointment of a receiver from any court of competent jurisdiction. Such receiver may be instructed by the Trustee or the Beneficiary to seek from the FCC an involuntary transfer of control of each such FCC license or permit for the purpose of seeking a bona fide purchaser to whom control will ultimately be transferred. The Grantor hereby agrees to authorize such an involuntary transfer of control upon the request of the receiver so appointed and, if the Grantor shall refuse to authorize the transfer, its approval may be required by the court. Upon the occurrence and during the continuance of an Event of Default, the Grantor shall further use its best efforts to assist in obtaining approval of the FCC and any state regulatory bodies, if required, for any action contemplated by this Deed of Trust, including, without limitation, the preparation, execution and filing with the FCC and any state regulatory bodies of the assignor's or transferor's portion of any application or applications for consent to the assignment of any FCC license or permit or transfer of control necessary or appropriate under the rules and regulations of the FCC or any state regulatory body for approval or non-opposition of the transfer or assignment of any portion of the Trust Estate, including, without limitation, any FCC license or permit.

(C) The Grantor acknowledges that the assignment or transfer of each FCC license or permit is integral to the Beneficiary's realization of the value of the Trust Estate, that there is no adequate remedy at law for failure by the Grantor to comply with the provisions of this Section 6.10 and that such failure would not be adequately compensable in damages, and therefore agrees, without limiting the right of the Trustee or the Beneficiary to seek and obtain specific performance of other obligations of the Grantor contained in this Deed of Trust, that the agreements contained in this Section 6.10 may be specifically enforced.

(D) In accordance with the requirements of 47 C.F.R. Section 22.937, or any successor provision thereto, the Trustee or the Beneficiary shall notify the Grantor and the FCC in writing at least ten (10) days prior to the date on which the Trustee or the Beneficiary intends to exercise its rights, pursuant to this Deed of Trust or any other document or instrument relating to the Obligations, by foreclosing on, or otherwise disposing of, any part of the Trust Estate in connection with which such notice is required pursuant to 47 C.F.R. Section 22.937 or any successor provision thereto.

Section 6.11 Compliance With the Terms of the Lease. To protect the security of this Deed of Trust, the Grantor agrees to perform and comply with all agreements, covenants, terms, and conditions imposed on or assumed by the Grantor as lessee under the Lease, and that if the Grantor fails to do so, Beneficiary may, but shall not be obligated to, take any action Beneficiary deems necessary or desirable to prevent or to cure any default by the Grantor in the performance of or compliance with any of the Grantor's covenants or obligations under the Lease. On receipt
**POST ADJUSTMENT LOT 6 LEGAL DESCRIPTION**

Beginning at the NW Corner of Government Lot 18 of the Resurvey and Subdivision of Section 17, T 26 S, R 22 E, SLM Utah dated October 30, 1964, which corner bears N 89° 43' E a distance of 169.6' from the NW 1/16 Corner Section 17 and the SW Corner of Government Lot 66, Section 17, T 26 S, R 22 E, SLM, thence N 89° 43' E 127.1', thence S 54° 08' W 100.9', thence S 37° 52' E 64.4', thence S 52° 07' 17" W 394.36', thence N 37° 52' W 4620', thence N 89° 43' E 3386', to NW 1/16 Corner Section 17 and the SW Corner Lot 66, thence N 89° 43' E 169.6' to the point of beginning and containing 2.91 Acres.

**POST ADJUSTMENT LOT 18 LEGAL DESCRIPTION**

Beginning at a point N 89° 43' E 296.7' from the NW 1/16 Corner and the SW Corner of Government Lot 66 of the Resurvey and Subdivision of Section 17, T 26 S, R 22 E, SLM Utah dated October 30, 1964, thence N 89° 43' E 252.9', thence S 30° 27' E 130.64', thence S 52° 04' W 188.0', thence S 45° 17' E 1088.0', thence S 52° 04' W 188.0', thence N 37° 52' W 347.78', thence N 54° 08' E 1088.0' to the point of beginning and containing 1.73 Acres.
LOT LINE ADJUSTMENT
APPLICATION
(Application shall be filled out for each property owner involved)
for property located at
1728 S. Rocky Rd.

PROPERTY OWNER: Richard Kim Loveridge  PHONE: 210-0746
Mailing Address: 514 Mill Creek Dr.  email loveridgekim@yahoo.com

Signature of Property Owner: R. Kim Loveridge

TOTAL AREA (acres or square feet): N/A
PARCEL NUMBERS: 02-0017-0126

Attach a map of the lot with current lot lines and with the lot line adjustment.

AFFIDAVIT:

FOR OFFICE USE ONLY

Zone: GB  Req. Lot Area: 9,000  Req. Frontage: N/A
Existing access roads: Hwy. 191 for lot 6 & 18
Do the lots fronting on the existing roads acknowledge any programmed widening? N/A
Current Lot: Area: 2,721.85 Width: 462 -
Lot adjusted - area 2,711.75 Width: 462

Drainage on property, natural or man made  Yes  No  N/A

This application shall be recorded in the Grand County Recorders office as part of the lot line adjustment.

Zoning Administrator: Mary Heftein

Ent 491734 Bk 0748 Pg 0830
Application to adjust lot lines between adjacent properties shall be executed upon the recordation of an appropriate deed.

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH

COUNTY OF GRAND

I (we), Richard Kim Loveridge, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached map and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (we) also acknowledge that I (we) have received written instructions regarding the process for which I am applying and the Grand County Planning staff have indicated they are available to assist me in making this application.

(Property Owner)

Subscribed and sworn to me this 28TH day of MAY, 2009.

(Notary Public)

COUNTY AUTHORIZATION

I, Mary Hofhine, Grand County Zoning Administrator, acknowledge the attached application and approve the administrative act of a lot line adjustment as required by Grand County Ordinance 397, Sec.6.12 of the Grand County Land Use Code.

Grand County Zoning Administrator

On this 8TH day of JUNE, 2009, personally appeared before me

Mary Hofhine, the signer of the above authorization who

duly acknowledged to me that they executed the same.

(Notary Public)
EXHIBIT “A”

Legal Description of Fee Property

That certain real property situated in Grand County, State of Utah, and more particularly described as follows:

BEGINNING AT THE MOST S’LY CORNER OF LOT 18, SECTION 17, T26S, R22E, SLB&M, AND PROCEEDING N 37 DEG. 52’ W 422.4 FEET, THENE E 380.0 FEET, S 30 DEG. 27’ E 91.6 FT., S 52 DEG. 04’ W 114.4 FEET, S 45 DEG. 17’ E 100.5 FEET; S 52 DEG. 08’ W 188.1 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION DEED TO THE COZZENS FAMILY TRUST RECORDED JUNE 8, 2009 IN BOOK 748 AT PAGE 835 ENTRY NO. 491736 DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF LOT 18, OF THE RESURVEY AND SUBDIVISION OF SECTION 17, T26S, R22E, SLAM UTAH, DATED OCTOBER 30, 1964, WHICH CORNER BEARS N 89 DEG. 43’ E A DISTANCE OF 169.6’ FROM THE NW 1/16 CORNER SECTION 17 AND THE SW CORNER OF GOVERNMENT LOT 66, SECTION 17, T26S, R22E, SLAM, THENE N 89 DEG. 43’ E 127.1’, THENE S 54 DEG. 08’ W 100.8’, THENE N 37 DEG. 52’ W 74.0’ TO THE POINT OF BEGINNING.
APPENDIX B -- TRUST ESTATE

1. Legal descriptions of real property in which the Grantor has a fee estate:
   See Attached Exhibit A.

2. Legal descriptions of real property in which the Grantor has a leasehold estate together
   with a description of the Lease(s) creating such leasehold estate and of the recorded
   memorandum of lease with respect to each Lease:
   None.

3. Counties in which real property of the Grantor is located:
   Grand, Utah
APPENDIX A -- CERTAIN OBLIGATIONS; ETC.

1. The "Credit Agreements" referred to in Section 1.01 are as follows:

Master Loan Agreement No. RI0726 dated as of January 6, 2009 between Emery Telcom Video, LLC and CoBank, ACB.

Promissory Note and Single Advance Term Loan Supplement (Acquisition) No. RI0726T01 dated as of January 6, 2009 in the principal amount of $5,600,000.00.

Promissory Note and Committed Revolving Credit Supplement No. RI0726S01 dated as of January 6, 2009 in the principal amount of $1,000,000.00.

2. The "Obligations" referred to in Section 1.01 are as follows:

Promissory Note and Single Advance Term Loan Supplement (Acquisition) No. RI0726T01 dated as of January 6, 2009 in the principal amount of $5,600,000.00.

Promissory Note and Committed Revolving Credit Supplement No. RI0726S01 dated as of January 6, 2009 in the principal amount of $1,000,000.00.

3. The "Maximum Debt Limit" referred to in Section 1.01 is: $13,200,000.00.
IN WITNESS WHEREOF, EMERY TELCOM VIDEO, LLC, Grantor, has executed this Deed of Trust as of the date first above written.

EMERY TELCOM VIDEO, LLC

By: EMERY TELCOM HC, INC., Its Sole Member and Manager

By: [Signature]

Name: Brock Johansen
Title: CEO/General Manager

By: [Signature]

Title:

STATE OF UTAH

COUNTY OF Emery

The foregoing instrument was acknowledged before me this 29th day of January, 2009, by Brock Johansen, as CEO/General Manager of Emery Telcom HC, Inc., a Utah corporation, as sole member and manager of Emery Telcom Video, LLC, a Utah limited liability company,

Witness my hand and official seal.

TANYA SHORT
NOTARY PUBLIC - STATE OF UTAH
445 EAST SR 29
ORANGEVILLE, UT 84537
COMM. EXPIRES 6-4-2010

My commission expires: 06-04-2009

K:\Communications\WIPA-PEmery Telcom Video, LLC (00056194)\ENDING\MTG UT 12-31-08.doc

-21-
by the Beneficiary from the lessor under the Lease, of any written notice of default by the lessee under the Lease, the Beneficiary may rely on the notice and take any action as stated above to cure the default even though the existence of the default or the nature of it is questioned or denied by the Grantor or by any party on behalf of the Grantor. The Grantor grants to the Beneficiary, and agrees that the Beneficiary shall have, the absolute and immediate right to enter in and on the premises to such extent and as often as the Beneficiary, in the Beneficiary's sole discretion, deems necessary or desirable in order to prevent or to cure any such default by the Grantor. The Beneficiary may pay such sums of money as the Beneficiary, in its sole discretion, deems necessary for any such purpose, and the Grantor agrees to pay to the Beneficiary, immediately and without demand, all such sums so paid by the Beneficiary, together with interest from the date of each such payment at the rate of 4% per annum above the Beneficiary's CoBank Base Rate. All sums so paid and expended by beneficiary and the interest on such sums shall be added to and be secured by the lien of this Deed of Trust.

Section 6.12 Prohibition Against Surrendering Leasehold or Modifying Lease. The Grantor will not surrender the leasehold estate and interest or terminate or cancel the Lease. The Grantor will not, without the Beneficiary's express written consent, modify, change, supplement, alter, or amend the Lease either orally or in writing. Any such termination, cancellation, modification, change, supplement, alteration, or amendment of the Lease without the Beneficiary's prior written consent shall be void and of no force and effect. As further security to the Beneficiary, Grantor deposits with the Beneficiary the original of the Lease and all amendments to it or a certified copy of it, to be retained by the Beneficiary until all indebtedness secured by this Deed of Trust is fully paid.

Section 6.13 No Waiver of Obligations. No release or forbearance of the Grantor's obligations under the Lease, pursuant to the Lease or otherwise, shall release the Grantor from any of the Grantor's obligations under this Deed of Trust, including the obligations with respect to the payment of rent as provided for in the Lease and the performance of all of the terms, provisions, covenants, conditions, and agreements contained in the Lease, to be kept, performed, and complied with by the lessee.

[Signatures Follow On Next Page]
Application to adjust lot lines between adjacent properties shall be executed upon the recording of an appropriate deed.

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH

COUNTY OF GRAND

I, Richard O. Cozzens & Mary Jane Cozzens - Cozzens Family Living Trust, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached map and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (we) also acknowledge that I (we) have received written instructions regarding the process for which I am applying and the Grand County Planning staff have indicated they are available to assist me in making this application.

Subscribed and sworn to me this 30TH day of June 2009.

Mary Jane Cozzens (Property Owner)

COUNTY AUTHORIZATION

I, Mary Hofhine, Grand County Zoning Administrator, acknowledge the attached application and approve the administrative act of a lot line adjustment as required by Grand County Ordinance 397, Sec.6.12 of the Grand County Land Use Code.

Mary Hofhine

On this 8TH day of June 2009, personally appeared before me Mary Hofhine, the signer or the above authorization who duly acknowledged to me that they executed the same.
LOT LINE ADJUSTMENT
APPLICATION
(Application shall be filled out for each property owner involved)
for property located at
1733 So Hwy 191

PROPERTY OWNER: R. O. Corwey PHONE: 435-259-8701
Mailing Address: 969 E Oak St. email ut

Signature of Property Owner: R. O. Corwey by David Corwey

TOTAL AREA (acres or square feet): 2.82
PARCEL NUMBERS: 02-017-011

Attach a map of the lot with current lot lines and with the lot line adjustment.

AFFIDAVIT:

FOR OFFICE USE ONLY

Zone: GB Req. Lot Area: 9,000 Req. Frontage:
Existing access roads: Hwy 191
Do the lots fronting on the existing roads acknowledge any programmed widening? N/A
Current Lot: Area: 2.82 Width: 462
Lot adjusted - area 2.91 Width: 462
Drainage on property, natural or man made Yes No N/A

This application shall be recorded in the Grand County Recorders office as part of the lot line adjustment.

Zoning Administrator: Mary Hopkin

Ent 491735 Bk 0748 Pg 0833
SE1/4NW1/4 SECTION 17 T26

SCALE: 1" = 100'

"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 PLAT IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE LAND, AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS WITH AN ACTUAL SURVEY.
APPENDIX C -- EXCEPTED PROPERTY

1. All automobiles, trucks, trailers and other vehicles (including, without limitation, aircraft or ships) owned or used by the Grantor.
This plat is made solely for the purpose of assisting in locating the land, and the company assumes no liability for variations with an actual survey.

Lot 2
1676 S
02-VAL-0016
Block B

Lot 1
1708 S
02-VAL-0015

Lot 18
543.18'
69.18.1
02-017-0126
Emery Telemcom Video LLC

Moab Home Center Inc
1805 South Hwy 191

10' Sewer line
Cas. Alum NW
Brown
RELEASE OF OIL, GAS AND HYDROCARBON LEASE

STATE OF UTAH §
COUNTY OF GRAND §

CABOT OIL & GAS CORPORATION, with offices at Three Memorial City Plaza Building, 840 Gessner Road, Suite 1400, Houston, Texas 77024-4152 is the current owner of the Oil, Gas and Hydrocarbon Lease ("Lease") described below, and does hereby relinquish, surrender, and release all of its right, title, and interest in and to said Lease covering lands in Grand County, Utah.

43-8609764

Oil, Gas and Hydrocarbon Lease dated November 12, 1998 between the State of Utah (ML #48103), acting by and through the School and Institutional Trust Lands Administration, as Lessor, and Gary Butler, as Lessee, covering 2,013.06 acres described as follows:

Township 26 South, Range 22 East, SL&B&M
Section 8: Lots 17,23, E2SW4, NE4SW4, S2SW4NW4
Section 9: Lots 6,7,8,10,17
Section 14: SW4NW4, NW4SW4, SE4SW4, SW4SE4
Section 15: SW4SW4NW4
Section 16: Lots 5-16, SE4NE4
Section 17: TR A, TR B, Lots 7-16, 18-21, 26, 28, 34-37, 39-48, 51-56, 60, 61, 63-66
Section 18: Lots 5-6, S2NE4, SE4NW4, SE4SE4
Section 20: TR C, Lots 12-13, 17, 29, 31, 33-34, 36-41, 46-53, 55, 56, 60-62, 64-77, 81-88
Section 22: Lots 1-8, E2SW4, NE4SW4
Section 23: Lots 1-8, E2NW4SW4, NW4SE4, S2SW4
Section 24: SW4NW4, S2

Said Lease is recorded at Book 528, Page 504, Grand County, Utah.

IN WITNESS whereof, this Release of Oil, Gas and Hydrocarbon Lease is executed on this 24th day of September 2014.

ATTEST:

[Signature]
Dede Shearer,
Corporate Secretary

[Signature]
Todd Liebl, Vice President,
Land and Business Development

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me this 24th day of September, 2014, by Todd Liebl, Vice President, Land and Business Development for Cabot Oil & Gas Corporation, a Delaware corporation, on behalf of said corporation.

Given under my hand and seal of office this 24th day of September, 2014.

[Signature]
Jerry Jones-Parrish
Notary Public for the State of Texas

SPANISH VALLEY PROSPECT (Pardox Basin)
PREPARED 9/8/2014
POST ADJUSTMENT LOT 6
LEGAL DESCRIPTION

Beginning at the NW Corner of Government Lot 6 of the Resurvey and Subdivision of Section 17, T 26 S, R 22 E, SLU Utah dated October 30, 1964, which corner bears N 89° 43' E a distance of 1655.4' from the NW 1/16 Corner Section 17 and the SW Corner of Government Lot 66, Section 17, T 26 S, R 22 E, SLU, thence N 89° 43' E 1271.5', thence S 54° 03' W 108.4', thence S 37° 32' W 164.4', thence S 56° 07' 17' W 394.36', thence N 37° 52' V 462.9', thence N 89° 43' E 3260', to NW 1/16 Corner Section 17 and the SW Corner Lot 66, thence N 89° 43' E 169.6' to the point of beginning and containing 0.91 Acres.

POST ADJUSTMENT LOT 18
LEGAL DESCRIPTION

Beginning at a point N 89° 43' E 296.7' from the NW 1/16 Corner and the SW Corner of Government Lot 66 of the Resurvey and Subdivision of Section 17, T 26 S, R 22 E, SLU Utah dated October 30, 1964, thence N 89° 43' E 252.9', thence S 50° 27' E 90.64', thence S 52° 04' / 188.0', thence N 37° 52' / 347.76', thence N 54° 08' E 100.8' to the point of beginning and containing 1.73 Acres.
Richard Kim Loveridge, grantor, of Grand County, State of Utah, in consideration of the sum of one dollar ($1.00), receipt of which is hereby acknowledged, do hereby convey and release to KZMU, grantee, an Easement for solar power facilities, over, under and across lands owned by grantor and situated in Grand County, State of Utah, more particularly described as follows:

An 18.0 FT. WIDE EASEMENT FOR SOLAR POWER FACILITIES, 18.0 FT. LEFT OF THE FOLLOWING DESCRIBED LINE, WITHIN GOVERNMENT LOT 18, SECTION 17, T 26 S, R 22 E, SLM, GRAND COUNTY, UTAH:

Beginning at the West Corner of the KZMU Parcel, said corner bears N 52°04' E 188.0 ft., thence N 45°17' W 100.8 ft. from the SW Corner of Government Lot 18 of Section 17, T 26 S, R 22 E, SLM, and proceeding thence N 52°04' E 118.0 ft. to the terminus of this strip description.

Dated: 23rd, 2008

Richard Kim Loveridge, Grantor

State of Utah )
County of Grand )

On this 23 day of September 2008 Richard Kim Loveridge, whose identity is personally known to or proved to me on the basis of satisfactory evidence, came before me and, being duly sworn, did state that he is the person described in the above document and that he signed the above document in my presence.

Notary Public
In and for the County of Grand
State of Utah
My commission expires: April 15, 2009
VOLTAIRE ARCHITECTURAL WALL PACK

VWP

LED

CROSS SECTIONS

VWPV Weight: 23 Lbs

VWPV Weight: 23 Lbs

ORDERING INFORMATION

SERIES
VWP Voltaire Architectural Wall Pack

TYPE
H Horizontal
V Vertical

LED PACKAGE

See back for fixture performance data.

Example: L60/740

LUMEN PACKAGE NOMINAL LUMENS MINIMUM CRI & CCT AVERAGE SYSTEM WATTAGE
L30 3,000 750 3000K 30 850
L60 8,000 750 5000K 70

DISTRIBUTION
T3 Type III
TFT Type Forward Throw

FINISH OPTIONS
For custom colors, visit the VWP at hep.com.

BLK Black (RAL 9005)
DBZ Dark bronze
DBR Medium bronze
GRAY Standard gray
SLV Satin aluminum (RAL 9006)
WHT White (RAL 9016)

SHIELDING
SDGL Soft® diffused textured tempered glass lens
CGL Clear tempered glass lens

OPTIONS
See page 3 for option details.

EM/4W 4-watt integral emergency LED driver, 500 lumen output, low temperature, includes housing extension (increases fixture depth)
SF Single fuse (120V, 277V, or 347V only; must specify voltage)

FEATURES

GENERAL
- Engineered with the highest quality materials to ensure reliability, performance, and quality.
- Provides security and accent lighting for walkways, entries, perimeter, and features.
- Intended for use in both upright and downlight applications.
- Savings of up to 80% energy compared to HID systems.
- Blends seamlessly with a variety of architectural styles.
- Purposefully modeled to allow runoff of dirt and water for a always clean appearance.
- Architectural housing extension option can be used with or without EM to maintain aesthetics throughout an entire project.
- Optional energy-saving photocell/occupancy sensor available.
- Available in six standard finish options.
- Made Right Here™ in the USA.

THERMAL
- Integral die-cast aluminum heat sink provides optimal passive thermal management.
- Concealed heat sink design preserves architectural appearance.
- Rated for -30°C to 40°C ambient operating temperature (-20°C to 40°C with EM/10WC, 10°C to 35°C with EM/4W).

OPTICAL
- Acrylic precision optics produce standard IES distributions.
- Full cutoff, dark-sky compliant optics (downlight only) places light where it’s needed with minimal glare.

ELECTRICAL
- 0-10V dimming standard.
- 10kA/10kV surge protection standard.
- LED system is designed to minimize electrical connection points for increased reliability.

ACCESSORIES [VWP only]

FSR-100 Remote controller for occupancy sensor

DRIVER
DIM Dimming driver prewired for 0-10V controls

VOLTAGE
120 220V
298 208V
277 277V
UNV 120-277V
347 347V (includes stepdown transformer)
480 480V (includes stepdown transformer)

1 For custom colors other than RAL, manufacturers’ code plus two swatches (minimum 1” square) required.
2 Please specify quantity required per project.
SPECIFICATIONS

Housing – Die-cast aluminum enclosure.
Thermal Management – Integral die-cast aluminum heatsink and LED assembly provide passive thermal management. Rated -30°C to 40°C ambient operating temperature (-30°C to 49°C with EM/10C, 9°C to 39°C with EM/4W).
Optical System – Precision, injection-molded, refractive acrylic lensing produces standard IES distributions.
LED Assembly – ANSI 3000K, 4000K, or 5000K CCT, minimum 70 CRI LEDs.
LED Driver – 0-10V dimming.
Electrical – 120-277, 347, and 480 VAC input range; 50-60 Hz; power factor >0.9; THD <20% at full load. FCC Class A compliant. 10k/10kV surge protection standard. Quick-disconnect wiring provided.
Mounting – Surface mounts directly over a 4" maximum outlet box. Must be anchored to adequate structure that can safely support fixture weight (VWPH = 15 lbs, VWPV = 23 lbs).
Listings –
- cC Sabbath certified as luminaire suitable for wet locations.
- DesignLights Consortium qualified product. Not all versions of this product may be DLC qualified, see the DLC Qualified Products List at www.designlights.org/DPL.
- Calculated L70 lumen maintenance >50,000 hours per IES TM-21.
- Tested to IES LM-79-08 standards.
- Lighting Facts listed.
- IDA Dark-Sky approved (downlight applications only).
- RoHS compliant.
- IP65 rated.
- Title 24 compliant with GDCNS/STI-211-L#, option.
Warranty – 5-year limited warranty, see hew.com/Warranty.

DISTRIBUTION

LED

FIXTURE PERFORMANCE DATA

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¹ Wattage shown is average for 120V through 277V input.
² Efficacy/lumen output shown is average based on voltage input of 120V through 277V.
³ Photometrics tested in accordance with IESNA LM-79. Results shown are based on 25°C ambient temperature.

BOLT PATTERN DETAIL
OPTIONS

OCCUPANCY SENSOR

- Fully adjustable high and low dimmed light levels.
- Designed for LED fixtures, rated for extreme temperatures and up to 200,000 on/off cycles.
- Hold-off setpoint with automatic calibration option for convenience and added energy savings.
- Adjustable via handheld wireless configuration tool (ordered separately).
- IP66 rated with choice of lenses for wet and outdoor locations, and mounting heights from 8’ to 20’.
- Adjustable time delay and cutoff delay.
- Factory set to 10% dimming at 5 minutes, cutoff at 1 hour.

OCCUPANCY SENSOR
ORDERING INFORMATION

OCCWS FSP-211 - L2

- Factory-installed occupancy sensor, must specify lens (120V or 277V only)

LENS

- L2 Coverage at 8’ mounting height: a48’
- L3 Coverage at 20’ mounting height: a60’

PC

Factory-installed button-style photocell (120V, 208V, or 277V only; must specify voltage).

FSIR-100 - Occupancy Sensor Remote

Initial setup and subsequent sensor adjustments are made using a handheld configuration tool (FSIR-100). The wireless tool stores up to five sensor parameter profiles to speed configuration of multiple sensors. Please specify quantity required per project.

Visit wattstopper.com for more information.
5/8" O.S.B. SHEATHING WITH PBR STEEL ROOF PANELS

ENGINEERED TRUSS SYSTEM BY TRUSS MANUFACTURER WITH R-40 INSULATION

ALUMINUM SOFFIT & FASCIA

1'-4"

5/8" SHEETROCK

H-1 SIMPSON TIE REQ'D

(2) 2"X6" PLATES

5/8" SHEETROCK

2"X6" DOUGLAS FIR #2 OR BETTER @ 16" O.C. WITH R-19 INSULATION

STUCCO OVER 7/16" O.S.B.

FOUNDATION ANCHOR BOLT @ 32" O.C.

SILL SEALER

FINISH GRADE

2"X6" TREATED PLATE

6" CONCRETE FLOOR

#4 REBAR @ 12" O.C.

CONCRETE FOOTER

8" 8"

#4 REBAR @ 12" EACH WAY

#5 REBAR @ 12" O.C.

(3) #5 REBAR

NOTE:

STRAPS REQ'D ON ALL CORNERS.
Emery Telcom
Moab Utah

1754 South Rocky Road
Moab Utah
TYPE V BUILDING NON SPARKLIERED
B OCCUPANCY = 100 SF PER
ALLOWABLE AREA TABLE 206 = 9,000 SF
ACTUAL BUILDING AREA = 1830 SF

Actual Building Area = 1830 SF
**INTERIOR LIGHTING FIXTURE SCHEDULE**

| ASSIGNED | LUMinaire OPTIONS | FINISH | DRIVER CONFIGURATION | VOLTAGE | WATTS | FINISH | FIXTURE LUMENS | DIFFUSER/LENS | REFLECTOR | OPTIONS | NOTES |
|----------|--------------------|--------|-----------------------|---------|-------|--------|---------------|---------------|-----------|---------|-------|-------|
| 1        |                    |        |                        |         |       |        |               |               |           |         |       |       |
| 2        |                    |        |                        |         |       |        |               |               |           |         |       |       |
| 3        |                    |        |                        |         |       |        |               |               |           |         |       |       |
| 4        |                    |        |                        |         |       |        |               |               |           |         |       |       |
| 5        |                    |        |                        |         |       |        |               |               |           |         |       |       |
| 6        |                    |        |                        |         |       |        |               |               |           |         |       |       |

**ABBREVIATIONS**

- ARHR - AIR RETURN AND HEAT REJECTION
- WL - WET LOCATION
- ST - STATIC
- QRS - QUARTZ RESTRIKE
- PS - PHOTOCELL SWITCH
- HS - HOUSE SIDE SHIELD
- HLD - HINGED AND LATCHED DOOR
- F - FUSING
- EQC - EARTHQUAKE CLIPS
- DL - DAMP LOCATION

**GENERAL NOTES**

- All lighting fixtures to be installed as shown at each location on the drawings. Any substitutions and/or equal fixtures must receive approval prior to releasing fixtures. Samples must be provided for any and all fixtures upon request.
- All fixtures shall be listed and approved by architect/engineer and owner. All fixtures shall be approved for their intended use and comply with the "Interior Lighting" section of the specifications. Refer to specifications for important technical requirements for installation as shown at each location on the drawings.
- Contractors are required to field check and verify the accuracy of the fixture lists. Failure to comply with this requirement may disqualify the products.
- All allowable prices are subject to change without further input from the contractor or failure to comply with this requirement may disqualify the products.
- Allowance prices may or may not include lamp(s) or freight as noted, and empower the engineer to determine fair value for fixture and all fixtures shall be listed and approved for their intended use and approved by architect/engineer and owner.
- All fixtures shall be approved for their intended use and comply with the "Interior Lighting" section of the specifications. Refer to specifications for important technical requirements for installation as shown at each location on the drawings. Any substitutions and/or equal fixtures must receive approval prior to releasing fixtures. Samples must be provided for any and all fixtures upon request.
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