



GRAND COUNTY COMMISSION REGULAR MEETING

Held virtually on Zoom
Moab, Utah

See below for instructions to give public comment via Zoom

Dial: **(669) 900 - 6833** Meeting ID: **851 7082 0571 #** Password (if needed): **214317** Unmute: ***6**

Link: <https://us02web.zoom.us/j/85170820571?pwd=M24yQjRldElCejUxTUlFeXFoZHNQQT09>

WATCH ON YOUTUBE - search for: "GRAND COUNTY UTAH GOVERNMENT"

AGENDA

Tuesday, April 5, 2022

4:00 p.m.

Call to Order

Citizens to Be Heard (and again at approximately 6:00 pm)

We are receiving public comments by phone and online through Zoom.

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Please note that when joining the meeting, you will be placed in a waiting room and will be added to the meeting by the moderator. Your comments will be recorded and on YouTube.

*(Unmute for public comment: *6)*

Department Reports

- A. Report on the Neighborhood Planning and Strategies Timetable – Updates to the General Plan (John Guenther, Planning and Zoning)

Agency Reports

Approval of Minutes

- B. 15 March, 2022 (Regular County Commission Meeting) (Gabriel Woytek, Clerk/Auditor)

Ratification of Payment of Bills

Commission Member Disclosures

General Commission Reports and Future Considerations

Elected Official Reports

Commission Administrator Report

Presentations

General Business- Action Items- Discussion and Consideration of:

- C. Approving a new Commissioner to fill Gabriel Woytek's seat (at-large) (Jacques Hadler, Commission Chair)
- D. Approving Commission board and committee liaison re-assignments and new Commissioner assignments (Quinn Hall, Assoc Comm Admin)
- E. Adopting Ordinance approving rezone request from Rural Residential to Small Lot Residential for property located at 4400 Spanish Valley Drive, Parcel number 02-0026-0040 (Elissa Martin, Associate Planner)

- F. Adopting Resolution approving the Final Plat of the Smith Minor Subdivision Affecting Parcel Nos. 02-0023-0005 and 02-0023-0009 (Elissa Martin, Associate Planner)
- G. Approving the final plat and Subdivision Improvement Agreement (SIA) and Final Plat for Phase II of Viewgate Terrace Subdivision and HDHO development on Parcel 02-0VGT-0003 (Elissa Martin, Associate Planner)
- H. Discussion and possible action on the proposed Planning and Zoning priority list (Elissa Martin, Associate Planner)
- I. Approving Emergency Purchase of Administrative Roof Replacement at The Old Spanish Trail Arena (OSTA) (Angie Book, Director OSTA and Chris Baird, Strat. Dev. Director)
- J. Approving billboard lease agreement for billboard located at 675 N Main (August Granath, Economic Development)
- K. Approving Housing Authority of Southeastern Utah (HASU) and Grand County Grant Contract (Ben Alter, Economic Development)
- L. Approving County Strategic Plan (John Guenther, Planning and Zoning)

Consent Agenda- Action Items

- M. Approving commission chair's signature on letter regarding proposed Bear's Ears National Monument and State Institutional Trust Lands (SITLA) land swap
- N. Approving commission chair's signature on letter of support for Recreational Trails Program (RTP) grant
- O. Ratifying the chair's signature on a Memorandum of Understanding (MOU) between the Bureau of Land Management (BLM) Moab and Price field offices and Grand County as a cooperating agency
- P. Adopting a Resolution expressing support for S. 7928/H.R. 5338 to address shortcomings in the radiation exposure compensation program and urging congress to continue its obligation to support uranium workers

Discussion Items

- Q. Calendar items and special events (Quinn Hall, Associate Commission Administrator)

Public Hearings- Possible Action Items

- R. Public Hearing and Possible Action on the Proposed Disposition of Real Property Parcels 26S22E358401, 26S22E358402, 27S22E014200, and 0003900000D0 - Owned by Grand County and Located within San Juan County, Utah (Chris Baird, Strategic Dev Director)

Closed Session(s) (if necessary)

Adjourn

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS. In compliance with the Americans with Disabilities Act, individuals with special needs requests wishing to attend County Commission 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 Commission 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 Commission 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 Commission Meeting and forty-eight (48) hours prior to any Special Commission Meeting. Information relative to these meetings/hearings may be obtained at the Grand County Commission's Office, 125 East Center Street, Moab, Utah; (435) 259-1346.



**GRAND COUNTY
COMMISSION REGULAR MEETING**

**Grand County Commission Chambers
Held virtually on Zoom
Moab, Utah**

WATCH ON YOUTUBE - search for: "GRAND COUNTY UTAH GOVERNMENT"

**MINUTES
15 March, 2022**

The Grand County Commission met in a regular meeting on March 15th, 2022. The meeting was offered in a hybrid format with virtual participation as well as in-person attendance in the Grand County Commission chambers. It was also broadcast and saved on YouTube. Attending the meeting in-person were Grand County Commissioners Evan Clapper, Trisha Hedin and Mary McGann. Attending virtually were Commissioners Jacques Hadler, Sarah Stock and Kevin Walker. Also attending in-person were Grand County Commission Administrator Mallory Nassau, Associate Commission Administrator Quinn Hall, Grand County IT Director Matt Cenicerros, and Clerk/Auditor Gabriel Woytek. County Attorney Christina Sloan, Grand County Strategic Development Director Chris Baird were in attendance virtually.

4:06 pm Call to Order

Motion by Commissioner McGann to nominate Jacques Hadler as Chair

Motion seconded by Commissioner Hedin

Motion passes 5-0, Commissioner Hadler abstaining

Motion by Commissioner Walker to nominate Mary McGann as Vice-Chair

Motion seconded by Commissioner Stock, passed 5-0, Commissioner McGann abstaining

Citizens to Be Heard (none at this time)

Presentations (none scheduled)

Department Reports (none scheduled)

Approval of Minutes (Gabriel Woytek, Clerk/Auditor)

A. March 1, 2022 (Regular County Commission Meeting)

Motion by Commissioner McGann to approve the minutes from March 1st, 2022.

Motion Seconded by Commissioner Walker

Discussion (none at this time)

Motion Passes 6-0

Ratification of Payment of Bills

Motion by Commissioner McGann to approve and ratify payment of bills in the amount of \$761,890.81 and payroll in the amount of \$320,454.49 for a combined total of \$1,082,345.30.

Motion Seconded by Commissioner Clapper

Discussion (none at this time)

Motion passes 6-0

Commission Member Disclosures (None at this time)

General Commission Reports and Future Considerations

Jacques Hadler

- Participated in interview committee for Responsible Recreation Coordinator, hired Anna Sprout
- General Plan Open House 3/3/2022
- Reported on Trail Mix meeting, Forest Service/Trail Mix meeting regarding Whole Enchilada mountain biking trail system, Motorized Trail Committee meeting
- Attended Thompson Springs Special Service District Water Board meeting

Trish Hedin

- Attended Grand Conservation District meeting
- Attended Grand County Local Homeless Council
- Attended Planning Commission meeting
- Attended meeting with USGS and Marc Stilson of Utah Division of Water Rights regarding ground and surface water monitoring in valley, monitoring gauge at Pack Creek

Sarah Stock

- Attended meeting with General Plan consultant Bill Grimes
- Attended Public Lands Committee
- Attended Community Renewable Energy Program Board meeting, signed NDA with Rocky Mountain Power
- Seven County Infrastructure Coalition update, SCIC voted to end planning efforts for Bookcliffs Highway
- Attended Grand County Noxious Weeds meeting
- Attended Moab Mosquito Abatement District meeting, new IPM grant for aedis egyptii mosquito species
- Received tour of new Utah State University-Moab facility
- Attended Council on Aging meeting

Mary McGann

- Attended Solid Waste Special Service District meeting
- Attended Airport Board Meeting
- Attended meeting about County support for future film production
- Attended welcome ceremony for Team Rubicon

Kevin Walker

- No updates at this time, meetings attended already reported on

Evan Clapper

- Attended Cemetery District board meeting
- Attended Sand Flats Stewardship Quarterly Meeting

- Attended EMS Special Service District meeting

Elected Official Reports

County Attorney Christina Sloan

- HB 146 not effective until May '22
- Getting committee together to address new strategies for addressing noise
- Complaints regarding helicopters and motorized parachutes, second helicopter operator now at Canyonlands Field, Commission has no authority to regulate/prohibit this activity

Clerk/Auditor Gabriel Woytek

- Busy getting up to speed with processes in Clerk's Office – Accounting software, GRAMA requests, grant reports, etc.

Commission Administrator Report

Commission Administrator Mallory Nassau

- Attended Indigent Defense Commission meeting
- Attended meeting with Free Health Clinic and Southeastern Utah Department of Health regarding potential joint project for USU campus, details to come

General Business- Action Items- Discussion and Consideration of:

B. Approval of Special Event Permit for Jeepster Commando at the Old Spanish Trail Arena (Angie Book, Director Old Spanish Trail Arena)

Presentation

Staff gave overview of event; vintage car event with show, trail rides, social gathering, 150 participants

Motion by Commissioner McGann to approve the 2022 Jeepster Commando Special Event Permit under the currently approved special event Ordinance.

Motion Seconded by Commissioner Clapper

Discussion

Clarification of 150 vintage vehicles participating, participants likely to exceed 150. Commissioner Walker requested that in the future, number of vehicles and overall participants be clarified during application process

Motion passes 5-1, Stock in opposition

C. Approving the two (2) year extension of the on-call engineering services contract (Bill Jackson, Grand County Roads Supervisor and Chris Baird, Grand County Strategic Development Director)

Presentation

Staff explained need for renewal of contract. Commissioner Clapper asked if this arrangement still preferable to hiring in-house services, Bill Jackson explained that most of engineering charges are incurred through Planning and Zoning reviews. Agreement represents a 23% increase in cost. Upcoming projects in Road Department will make heavy use of these services.

Motion by Commissioner Clapper to approve the independent contractor's agreements for Jones and Demille, and Horrocks Engineering for on-call services effective through Dec. 31, 2022.

Motion Seconded by Commissioner McGann

Discussion (none at this time)

Motion passes 6-0

D. Approving a Conditional Use Permit (CUP) for a Home Business and associated Farmstand located at 4051 Easy Street in Moab, UT located on Parcel No. 02-011A-0002 (Elissa Martin, Associated Planner)

Presentation

Staff reviewed application as presented in packet. Applicant desires to sell produce and farm products from on-site farm. Existing garage to be converted to farmstand. CUP would allow up to three employees not living on-site. Conditions to approval offered by staff to be included in potential motion. Commissioner Hedin requested clarification on second potential condition attached to motion, staff outlined strategies that could be used by applicant to address neighborhood impact. Commissioner Walker requested clarification on permanence of applying CUP. Attorney Sloan recommended that an automatic annual review be tied as a condition to motion. Attorney Sloan explained that a high bar exists for disallowing a conditional use, application presented more akin to use-by-right. Commissioner Hedin asked about road setbacks and if they are available for parking, staff confirmed that they can be used so.

Motion by Commissioner Walker to adopt the Findings of Fact from the Staff Report dated February 8, 2022 and approve the Easy Bee Home Business and associated Farmstand Conditional Use Permit for Grand County Parcel No. 02-011A-0002 with the following conditions to mitigate reasonably anticipated detrimental effects of the proposed use: 1. To minimize the impact of noise and prevent excessive light from the operation of the home business, the Easy Bee Farmstand shall be open to the public for business during designated daylight hours, between sunrise and sunset; and 2. To minimize the impact of traffic along Easy Street and parking onsite, Easy Bee Farmstand shall manage business activities throughout the day in such a manner to distribute the amount and flow of traffic related to the business; and 3. Applicant shall complete an annual statement of compliance provided by the applicant to ensure that all conditions are satisfied.

Motion Seconded by Commissioner Stock

Discussion

Commissioner Stock expressed support for sustainable agriculture initiatives and efforts to support them. Commissioner Walker suggested that Planning and Zoning should include annual review in all CUP applications. Commissioner Hedin spoke to examining and addressing overall impacts to development in Rural Residential zones, stated that traffic has already become heavy on Easy Street. Commissioner Walker pointed out current effort to update Land Use Code to address these potential conflicts.

Motion passes 5-0, Commissioner Hedin abstaining

E. Approving Voluntary Appointment to the EMS Special Service District Board (Commissioner Clapper)

Presentation

City Council Member Derasary seeking appointment to citizen opening on EMS board after vacating the board as City Council representative.

Motion by Commissioner Clapper to approve the appointment of Rani Derasary to serve on the EMS Special Service District Board, with term expiring December 31, 2022.

Motion Seconded by Commissioner McGann

Discussion (none at this time)

Motion passes 6-0

F. Approving Voluntary Appointment to the Canyonlands Health Care Special Service District Board (Commissioner Hadler)

Presentation

Commissioner Clapper presented materials as presented in packet.

Motion by Commissioner Clapper to approve the appointment of Lou Irby to serve on the Canyonlands Health Care Special Service District Board, with term expiring December 31, 2025.

Motion Seconded by Commissioner Stock

Discussion

Motion passes 6-0

G. Approving Commission Office Manager job title change to Commission Coordinator (Mallory Nassau, Commission Administrator)

Presentation

Staff explained that due to demanding nature of this position, update to title would better reflect demands of the position. No changes in compensation.

Motion by Commissioner Hedin to approve the retitle of the Commission Office Manager to Commission Coordinator.

Motion Seconded by Commissioner McGann

Discussion (none at this time)

Motion passes 6-0

H. Approving Notice of Vacancy and Intent to Appoint a Replacement for at-large County Commissioner (Chair Hadler)

Presentation

Chair Hadler stated prepared notice for the record.

Motion by Commissioner Hedin to approve notice of vacancy and intent to appoint a replacement for at-large County Commissioner.

Seconded by McGann

Discussion (none at this time)

Motion passes 6-0

I. Approving Grand County Face Covering Policy (Mallory Nassau, Commission Administrator)

Presentation

Modified policy to aligned with CDC recommendations rather than Utah Department of Health guidelines

Motion by Commissioner Hedin to approve repealing and replacing the Grand County Face Covering Policy effective March 11, 2022.

Motion seconded by Commissioner Clapper

Discussion

Commissioner Clapper clarified that these guidelines will not supersede federal guidelines governing the airport. Commissioner Stock highlighted that those who are COVID positive must wear face coverings, and that those exposed should get tested for COVID-19.

Motion passes 6-0

Commissioner Walker requested Item P be pulled from Consent Agenda, granted by Chair Hadler.

Commissioner Walker proposed adding an additional sentence to proposed letter to make mention that the Bookcliffs Highway would likely divert tourism from Carbon and Emery counties.

Motion by Walker to approve letter to the Seven County Infrastructure Coalition regarding the Bookcliffs Highway, with proposed edits offered verbally and presented digitally to staff.

Seconded by McGann

Discussion

Attorney Sloan clarified that documents confirming official withdrawal from planning process of Bookcliffs Highway have been received.

Motion passes 6-0

Consent Agenda – Action Items

J. Ratifying the Chair’s signature on the Utah Rural County Grant Part B Contract

K. Ratifying the Chair’s signature on an enterprise agreement renewal and introduction with Environmental Systems Research Institute Inc.

- L. Ratifying the Chair's signature on a letter to Governor Cox requesting H.B. 146 veto**
- M. Approving local consent for the South Shell Station off-premise beer license**
- N. Ratifying the Chair's signature on a work order and agreement with Jones and DeMille Engineering for the Natural Resources Conservation Service Pack Creek EWP**
- O. Approving Commissioner appointment to the Old Spanish Trail Arena Advisory Board**

Motion by Commissioner Walker to adopt the consent agenda as presented

Motion seconded by Stock

Discussion (none at this time)

Motion passes 6-0

Discussion Items

Q. Discussion on the Utah State University, Moab time capsule (Commissioner McGann)

Discussion of efforts by USU, as part of new facility, to prepare a time capsule to be opened in 2072, to reflect realities of 2022. Commissioner McGann would like to include hard copy of bill establishing Utah Raptor State Park. Commissioner Clapper suggested a remnant from UMTRA tailings pile, a token reflecting current outdoor recreation trends. Commissioner Walker suggested aerial photos of valley to show status in development, vial of water from Matrimony Springs.

R. Discussion on Bears Ears land exchange (Commissioner Walker)

Commissioner Walker discussed SITLA land exchanges associated with establishment of Bear Ears National Monument. Authority on these decisions above purview of local field offices. Many parcels proposed to be traded for are in Grand County. Nada Wulff Culver, Deputy Director of Policy and Programs of BLM, to visit in Grand Junction, Commissioner McGann suggested meeting to discuss this potential land swap with this high-level official. Commissioner Walker displayed proposed land exchange map, highlighting exchanges in Grand County vs. San Juan County, potential conflicts with future potential conservation designations, parcel adjacent to Lion's Back area, extension nearer to Pack Creek area, Westwater area. Federal government has to agree with land exchange, which is where Grand County Commission might have more influence. Cash for land trade could be alternative for federal government. Commissioners Clapper and Hadler support pursuing cash for land exchange. Commissioner Hadler pointed out potential conflict with mountain biking trails off Highway 313. Commissioner Stock especially concerned with Lion's Back, Hell's Roaring, Ten Mile, stated that is in our favor to have BLM managing these lands with a larger holistic vision, which SITLA does not prescribe to.

S. Calendar items and special events (Quinn Hall, Associate Commission Administrator) (no presentation at this time)

Public Hearings- Possible Action Items

T. Public hearing to consider and solicit oral and written comment on an ordinance approving a rezone request for Small Lot Residential (SLR) Zoning to property located at 4400 Spanish Valley Drive on Parcel No. 02-0026-0040 (Elissa Martin, Associate Planner)

Presentation

Staff presented rezone request as shown in packet materials.

Chair Hadler officially opened the Public Hearing

Michelle Peterson requested clarification from staff that Planning Commission recommended denial of this application. Area landowner desires preservation of rural characteristics, including livestock for food and recreation. Referred to potential scarcity of water, capacity for roads not maintained by Grand County, risks to safety on Beeman Road with increased traffic.

Dr. Sorenson, area landowner and resident, representative of Moab Veterinary Clinic, spoke to lack of capacity of area roads. Would like land maintained for livestock uses.

Ronda Gotway Clyde opposes rezoning of Rural Residential Zones, wants to see preservation of lands that could be used to support local food system.

Sam Cunningham, resident of 4545 Spanish Valley Drive, asserted that proposed lot sizes would not prevent oversized homes being built, spoke to the need for preserving rural characteristics, asserted that this request was a variance, not a rezone, stated that older residents unable to participate virtually are opposed to this development in their neighborhood

Mitch Peterson spoke to lack of compatibility of this application with existing livestock uses.

Commissioner Stock commented that increasing density does not necessarily lead to more affordable housing costs, citing developments in Moab City as an example.

Chair Hadler stated that the Public Hearing is to remain open until 5pm on March 23, 2022.

Citizens to be Heard (6:15pm) (none at this time)

Calendar items and special events (Quinn Hall, Associate Commission Administrator)

Staff provided overview of upcoming events.

Closed Session(s) (if necessary)

Adjourn

Chair Hadler adjourned the meeting at 6:20pm.

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
APRIL 5, 2022
 Agenda Item: A

TITLE:	Neighborhood Planning Strategies and Timetable – Updates to the General Plan
FISCAL IMPACT:	Not applicable
PRESENTER(S):	John J.Guenther, Planning and Zoning Director

Prepared By:
JOHN J.GUENTHER
PLANNING AND
ZONING DIRECTOR

FOR OFFICE USE ONLY:
Attorney Review:

SUGGESTED MOTION:
Information report

BACKGROUND:

The General Plan process anticipates a second major phase for updates. As presented in the summer of 2021, the neighborhood planning phase begins to ground the General Plan with outreach meetings based on the following:
Community and Neighborhood review and update process

1. Over a series of engagements vet the strategies, policies, objectives and outcomes in the updated GP through a series of questionnaires and meetings identifying substantive planning and development concerns that then re-inform the GP and development regulations.
2. Community outreach - identify key community groups and associations and begin a series of feedback sessions based on the following process. The first two phases are guided by planning department, while the last phase brings departments to a series of meetings to discuss strategies.
 - a. Listening;
 - b. Clarification; and
 - c. Strategies.

NEXT STEPS:

Attachment #1 contains proposed dates from engagement and action for the General Plan, Land Use Study and the beginning of neighborhood planning. The first meetings with the public are planned for two locations – the Grand Center – April 28 and Grand Water and Sewer Services Offices – April 27.

The meetings will help set the stage for more discrete neighborhood meetings. Those locations have been drafted and are contained in **Attachment #2**. Eight locations are loosely described as:

1. Northwest Spanish Valley;
2. North Spanish Valley;
3. Mill Creek;
4. South Mill Creek;
5. Sand Flats;
6. Southwest Spanish Valley;

7. Central Spanish Valley;
8. South Spanish Valley;
9. Not shown – Thompson and Cisco.

An engagement strategy is referenced in Attachment #3 with phases, and a tentative feedback matrix. The first meetings are intended to be open ended and not prejudged, so the matrix will be completed as feedback is generated.

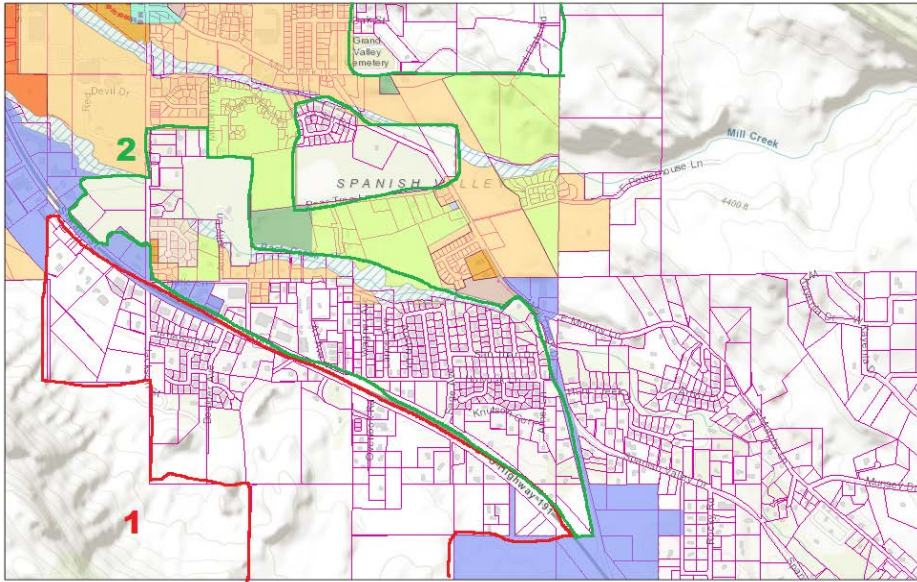
Attachments:

1. General Plan, Land use and Neighborhood Planning timetable;
2. Proposed Neighborhoods; and
3. Neighborhood Engagement Strategy.

PROPOSED NEIGHBORHOOD PLANNING LOCATIONS

MARCH 29, 2022 - Attachment #2

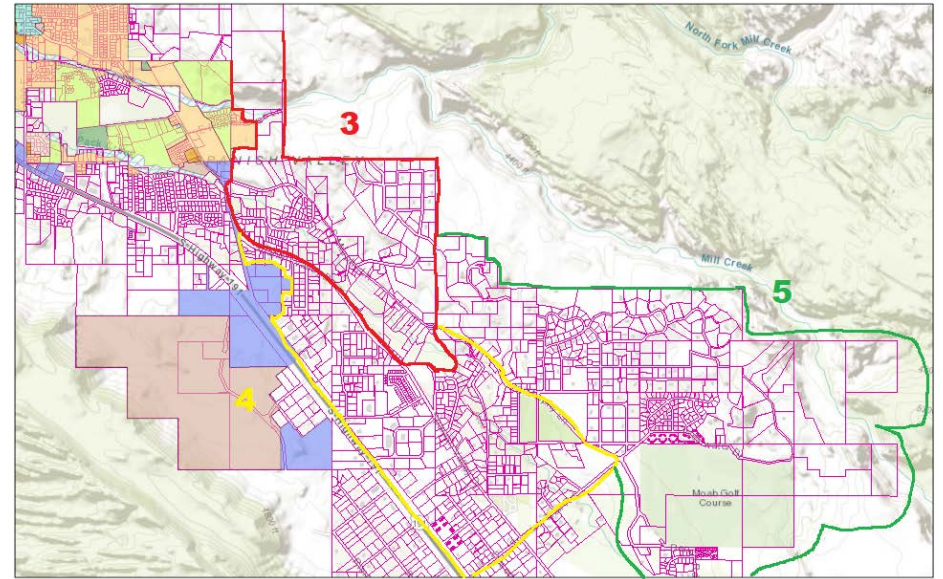
Grand County Parcel Map



February 15, 2022

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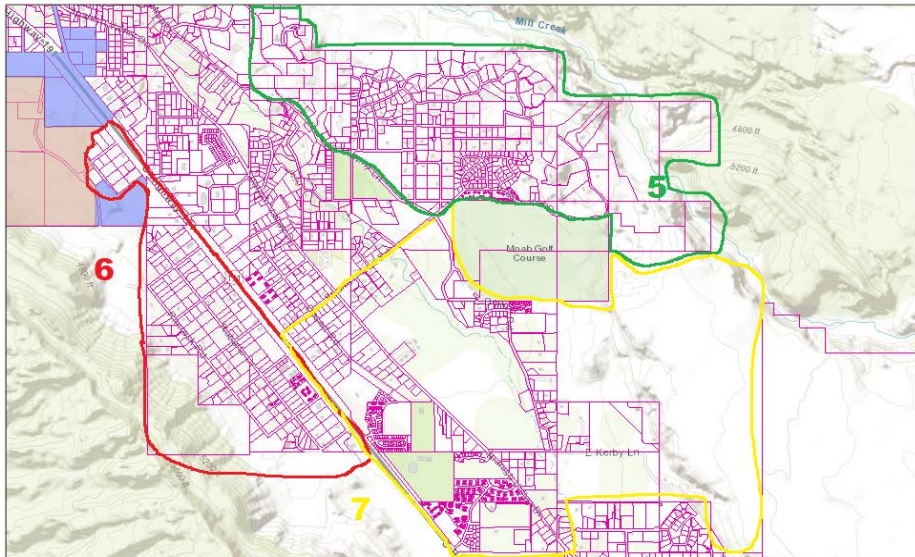
Grand County Parcel Map



February 15, 2022

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Grand County Parcel Map

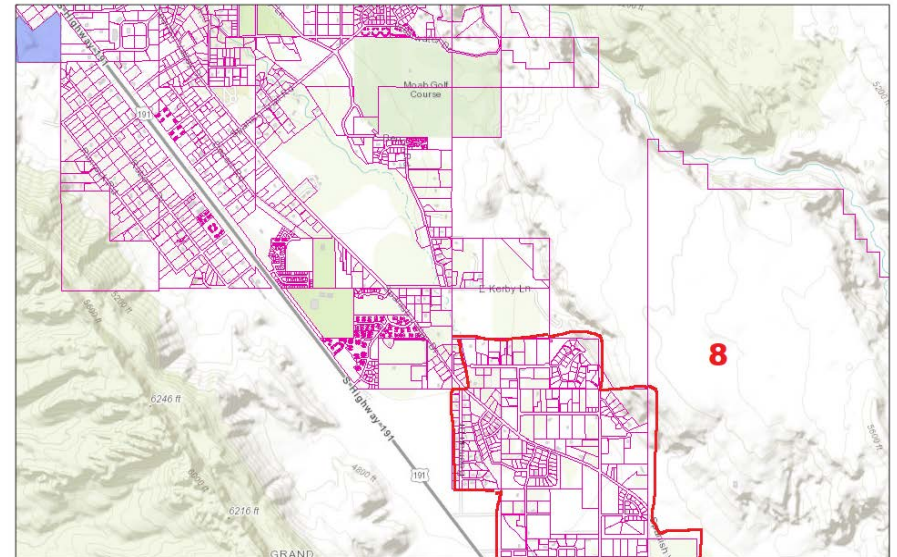


February 15, 2022

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Bureau of Land Management, Utah AGRC, Esri, HERE, Garmin

Grand County Parcel Map



February 15, 2022

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Bureau of Land Management, Utah AGRC, Esri, HERE, Garmin



GRAND COUNTY GENERAL PLAN 2030

"Adventurous Small Town Spirit"

**Attachment #3
Grand County
Neighborhood Plans and
Community Action Plan
March 2022**

DRAFT



GRAND COUNTY GENERAL PLAN 2030

“Adventurous Small Town Spirit”

DEVELOPING NEIGHBORHOOD PLANS LINKED WITH THE GENERAL PLAN

A. Background

Neighborhood Planning facilitates proactive engagement through managed change. The General Plan contains various implementation objectives that help initiate Neighborhood Planning and the Community Development Action Plan (CDAP).

Neighborhoods - The locations and identities of neighborhood will vary but have been identified in Schedule 1. Although more specific neighborhoods are identified in the GP. Door to door deliveries, web postings and *GrandCountyConnects.com*, *Facebook*, *news and radio advertising*, *posted notices*, and *a newsletter informed participants*.

Neighborhood initiatives involve three ongoing activities that inform the range of planning endeavors:

1. Listening – Commission review, public engagement and recording all issues;
2. Clarification and action formulation – slotted into short, medium and long term strategies, that are then clarified with participants; and
3. Plan and action plan adoption – review by neighborhood groups, drafting of terms of reference for task forces, Commission workshops and formal consideration by the Planning and County Commissions.
4. Plan phases – considered in this graphic, with the current draft entering Phase 1 in late Spring of 2022.



Overview

Administration seeks Commission guidance regarding these steps as noted above. The resultant strategies guide the formation of robust Neighborhood Plans through an inductive or grass roots approach. Relevant plans emerge from:

1. *Community comments and critique;*
2. *Administration vetting;*
3. *Planning documents, regulations, and policy reference updates;*
4. *Feedback calibration and reporting to Planning and County Commissions; and*
5. *Implementation Updates to the General Plan and other Master Planning documents.*

To this end there are major components that characterize each step:

1. **Engagement** – interaction, information, collaborative, discussion, decision making (e.g. youth, seniors, volunteers, elected officials, and non-profits), and social justice;
2. **Community Context** – history, culture, demographics, values, built environment, interaction, housing, economic development, social challenges, assets and others;



GRAND COUNTY GENERAL PLAN 2030

“Adventurous Small Town Spirit”

3. **Land use** – development opportunities, mix of uses including retail, housing, industry, parks, and trails; environmental protection; and diversity;
4. **Transportation** – mobility options, public transit, active transportation, pedestrian and bike mobility, accessibility and adaptability;
5. **Housing** – diversity, availability, affordable, and accessible;
6. **Environment** – protection, leveraging value, cumulative effects, monitoring, and integrated;
7. **Social** – collaborative, equitable, and integrated services;
8. **Public Safety** – proactive, neighborhood oriented, and crime prevention oriented and planned;
9. **Infrastructure** – reliable, affordable, and levels of service identified with funding strategies;
10. **Implementation** – action while planning (e.g. art in public spaces, and visualization and demonstration), working groups and task forces, and community action plan

Community Contexts Neighborhood descriptions

Overview of each neighborhood

1. History
2. Demographics
3. Built form
4. Location and Size
5. Land use
6. Economy
7. Transportation
8. Parks and Recreation
9. Social fabric
10. Partnerships
11. Engagement
12. Housing
13. Environment

FOLLOWING ARE REPRESENTATIVE GUIDELINES FOR AN ACTION PLAN



GRAND COUNTY GENERAL PLAN 2030

“Adventurous Small Town Spirit”

NEIGHBORHOOD WORK PLAN – March 2022			
Category	Strategy	Responsibility	Timing
Partnerships/Regional a. Developers b. Youth c. Block watch d. NP updates e. Regional Plans	a. Draft project list with opportunities map with priorities – e.g. Water task force with SJ, and City of Moab b. Develop youth council for admin with partners – draft TOR and invite c. Draft strategy and implementation plan d. Draft agenda for future meetings, goals, etc. e. Joint PC/CC meetings – SJC, Cities of Moab and Castle Valley	a.	a.
Communication a. Newsletter – bi-monthly b. Web, facebook, door to door c. Debrief with admin, City Council d. NP meetings – annual?	a. Updates on projects and plans b. Grandcountyconnects.com online platform outreach and upkeep c. As noted in communication plan d. Status and progress e. Update on list and feedback		a.
Public safety a. Community policing/liaison b. Events participation c. Crime Stoppers d. Unsightly enforcement e. Mapping f. Fire protection	a. Safety relationships work b. Explore options c. Certification in some areas d. Report and draft procedures e. Crime stats f. Capital plan/zoning code – sprinklers/wildfire		
Traffic safety, speeds, pedestrian and bikes a. Traffic safety plan b. LOS c. Calming and strategies d. Signs, crossings e. Bike markings and lanes	a. Map of traffic speeds, volume and type – improvements, master plan b. Levels of service map for current and future c. Calming strategy and approaches d. Current and future signage e. Bike and multi-modal movement strategy		
Infrastructure a. Dust removal b. Snow clearing c. Sidewalk repair d. Road repair e. Trails	a. Dust removal strategy and priorities b. Snow clearing strategy and policies c. Sidewalk condition assessment d. Road condition assessment e. Capital plans	a.	a.
Neighborhood planning a. Area wide rezoning b. Characteristics defined c. Master plans – land use/etc.	a. Neighborhood plans b. Area wide rezoning review – e.g. Spanish Valley c. Updates to GP d. Master Plan Updates	a.	a.
Litter and Garbage a. Litter removal	a. Community and Solid Waste Collaboration b. Solid waste master plan for b,c and d		



GRAND COUNTY GENERAL PLAN 2030

"Adventurous Small Town Spirit"

<ul style="list-style-type: none"> b. Recycling c. Garbage service d. Commercial service 	<ul style="list-style-type: none"> c. Enforcement d. Review and enforce 		
<p>Parks and Recreation</p> <ul style="list-style-type: none"> a. Events planning with ecdev b. Parks and rec equipment and programs c. Park needs d. Trails linkages 	<ul style="list-style-type: none"> a. Parks master plan for a,b, and c b. Events strategy c. Identify and fit park needs into master plan d. Strategies and review with Trails and other groups 		

DRAFT



GRAND COUNTY GENERAL PLAN 2030

“Adventurous Small Town Spirit”

Current Planning

Category	Action	Measure and Success
Health Care	<ul style="list-style-type: none"> • Convene a Community Health Services Advisory Committee • Partner on Health Impact Assessment Program • Establish focus groups for a Health Impact assessment to 	<ul style="list-style-type: none"> • Health Care Advisory Committee as a committee • Report on activities • Identify major needs and next steps • Finalize Substance abuse strategy
Families, Children and Youth	<ul style="list-style-type: none"> • Continue existing support services for all families, including recreation, programming, prevention, counselling and crisis supports • Start a Youth Advisory Group to advise County staff 	<ul style="list-style-type: none"> • Neighborhood plans identified youth activities and voice needs • School partnerships and sharing strategic plans and resources • School support for youth, drug and alcohol, mental health and community support agency program delivery • Youth mentoring program with schools
Seniors	<ul style="list-style-type: none"> • Maintain and expand Home and Community Care services as needed • Address the continuum of housing needs for seniors, including the need to downsize from large single family homes 	<ul style="list-style-type: none"> • An additional ___ subsidized housing units for low- income residents & disabled • Seniors’ Association _____ • _____ • Age friendly plan _____
Recreation and Mobility	<ul style="list-style-type: none"> • Parks and Rec Master plan • Transportation Master plan • Trails plan • Bike route plan 	<ul style="list-style-type: none"> • Project list • _____



GRAND COUNTY GENERAL PLAN 2030

“Adventurous Small Town Spirit”

Integrating Goals

CATEGORY	2022 PRIORITIES
Housing	<ul style="list-style-type: none"> • Monitor best practices in other communities and review the effectiveness of existing codes, including management approaches and land trust models, to ensure preservation and/or development of affordable housing • Ensure the need for second-stage housing is addressed
In-region transportation	<ul style="list-style-type: none"> • Examine the public transit system for evenings and weekend services • Multi-modal connection enhancement • Trail interconnectivity
Alternatives to private automobiles	<ul style="list-style-type: none"> • Develop safe, convenient, and attractive pedestrian routes including sidewalk priorities specified in the ‘seniors’ walking routes’, safe routes to schools, and key routes in outlying areas as detailed in the Transportation Master Plan (TMP)
Regional transportation	<ul style="list-style-type: none"> • In TMP review regional options
Workforce	<ul style="list-style-type: none"> • Continue the community-based employment supports, including job postings, employment coaching and skills training • Project identification and development outlines
Adult Learning	<ul style="list-style-type: none"> • Advocate for base funded, subsidized, or innovative programming in addition to cost-recovery programming • Develop community partnerships to create programming or an applied research institute which will encourage and attract students and unemployed to community based programs
Child & Youth Learning	<ul style="list-style-type: none"> • Maximize the use of new school facilities to promote school-family-community connectedness • Enhance community partnerships to restore a high level of school-based
Flood plain and water source protection	<ul style="list-style-type: none"> • Protect water source intakes, and develop flood protection and proofing strategies and designs
Food Security	<ul style="list-style-type: none"> • Identify ways to help all members of the community to meet their basic food needs (support Poverty reduction strategies) • Explore and support options to implement local gardening and agriculture activities • Develop partnerships including with faith based organizations, developers, and neighborhoods
Community Character	<ul style="list-style-type: none"> • Ensure website is user-friendly, welcoming and acts as a portal or links to other community organizations and services • Develop social networking elements including neighborhood facebook and twitter accounts that support feedback • Encourage citizens to welcome new residents, and promote the benefits of having new people in the community



GRAND COUNTY GENERAL PLAN 2030

“Adventurous Small Town Spirit”

Sense of Belonging	<ul style="list-style-type: none"> • Involve, engage, and encourage youth to provide meaningful input; ensure services are ‘youth- friendly’ to encourage a sense of belonging • Partnership and project development – e.g. faith based and social program collaboration
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Primary Goals

CATEGORY	2022 TOP PRIORITIES
Safety & Emergency Services	<ul style="list-style-type: none"> • Continue policing, fire protection, ambulance, highway rescue and backcountry search and rescue services; to meet expanding community needs; • Publish and educate the public regarding police strategic plan activities; • Develop CPTED review process for every permit application; • Consider community liaison contact and engagement with Administration; • Review fire-fighting capabilities beyond standard response time; • Develop wildfire protection strategies in bylaws, policy and education
Meeting Basic Needs	<ul style="list-style-type: none"> • Develop a community-wide Poverty Reduction Strategy and Alcohol Strategy; • Develop an Age-Friendly plan; • Consider a Social Justice Advocate to assist citizens to access government subsidies; • Continue to support the development and construction of subsidized housing for low income families • Draft a social plan that identifies needs, services, strategies and objectives • Map all social sector locations and service providers
Healthy Lifestyles	<ul style="list-style-type: none"> • Continue to support universal accessibility to city-run recreation facilities and programs • Promote alternative transportation methods to encourage physical activity and healthy lifestyles, including continuing to implement community-based ‘healthy lifestyle’ days, e.g. Bike and walk to work days
Substance Use	<ul style="list-style-type: none"> • Implement priority actions, particularly around community and parent education, prevention supports for youth, and reducing alcohol-related harms in the community
Health Care Services	<ul style="list-style-type: none"> • Review of facilities and services • Health Impact Assessment inauguration and introduction
Families, Children & Youth	<ul style="list-style-type: none"> • Once completed, support implementation of recommendations in the Youth Action Plan • Continue to work towards enhancing resources and existing support services for all families, including recreation, programming, prevention, counselling and crisis support needs
Seniors	<ul style="list-style-type: none"> • Continue to provide ongoing learning opportunities for seniors (falls prevention, internet safety, abuse prevention, computer literacy etc.)
Recreation	<ul style="list-style-type: none"> • Ensure priorities for action are inclusive of the needs of <i>all</i> families, youth, seniors, and low income residents • Implement the subsidy program for low-income residents for all recreational facilities and programs



GRAND COUNTY GENERAL PLAN 2030

"Adventurous Small Town Spirit"

DRAFT

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
APRIL 5, 2022
 Agenda Item: C

TITLE:	Appointing a new Commissioner to fill Commissioner Woytek's seat.
FISCAL IMPACT:	N/A
PRESENTER(S):	

Prepared By:
 Quinn Hall

FOR OFFICE USE ONLY:
Attorney Review:

SUGGESTED MOTION:

I move to appoint _____ to fill the vacant seat of Grand County Commission District 3, and swear them into office.

BACKGROUND:

Effective March 4th, 2022, Commission Member Gabriel Woytek resigned his seat on the County Commission. Commissioner Woytek was appointed to fill a vacant seat in 2019 and elected in 2020 to fill the remainder of the vacant term. Commissioner Woytek's term would have ended at the close of 2022.

The County published notice of the vacancy on March 16th, 2022. The deadline for candidates to submit a letter of intent to be considered for the interim appointment was April 1st 2022. The Clerk received 3 letters.

ATTACHMENT(S):

- 1. Dan Stenta
- 2. Josie Kovash
- 3. Bill Winfield

Daniel Stenta

684 N McCormick Blvd
Moab, UT 84532
(435) 260-0749
dan.stenta@gmail.com

Grand County Clerk/Auditor
Grand County Commission

Dear Grand County Commissioners:

I respectfully submit this Letter of Intent to be considered for interim appointment to the Grand County Commission. I have been a resident and property owner in Grand County for the past 23 years. The fact that I am not one of the candidates vying for this empty seat is advantageous because my appointment would not influence the upcoming election.

I am very familiar with past and present issues facing the Commission due to my work as a practicing Civil Engineer in both the private and public sectors. As a private consultant, I have worked on more than twenty different projects that sought some form of approval from Grand County. The projects ranged from large residential subdivisions to commercial site development to small structural remodels. In my public sector positions with the City of Moab and, more recently, the Bureau of Land Management, I have coordinated with Grand County on several joint-venture infrastructure projects. I believe my knowledge, skills, and experience would be an asset to the Commission on many current matters that the County is involved in.

I took a three-year hiatus from my engineering career to be a Math teacher at Grand County High School (2016 – 2019). This experience taught me how to communicate effectively with persons from a wide range of backgrounds and life situations. Teaching over 130 different students each year provided insight into the challenges faced by local families trying to work, live and raise a family in Grand County. Affordable housing for the County's wage-earning residents continues to be the single biggest issue facing the Commission.

I am familiar with parliamentary process and legislative procedures. I have participated in more than 100 public meetings as staff, private consultant, land use applicant, and presenter. In addition, I served two terms on the Administrative Board of the Solid Waste Special Services District, which is subject to Utah's Open Public Meetings Act.

Throughout my career, I have earned a reputation as a solution-oriented team member who is empathetic to all sides. I believe that those are two of the most important skills that an effective Commissioner can have. I appreciate your consideration and encourage you to contact me by phone or email if you have any questions for me.

Sincerely,



Daniel "Dan" Stenta

Daniel Stenta

Civil Engineer/Project Manager

Address Moab, UT, 84532

Phone (435) 260-0749

E-mail dan.stenta@gmail.com

<https://www.linkedin.com/in/daniel-stenta/>

Seasoned Civil Engineer adept at managing all aspects of public infrastructure projects. Excellent career record of planning projects, securing funding, design oversight, construction execution, and delivering projects on time and within budget. Twenty-plus years of experience practicing as a licensed Professional Engineer in Utah on a wide range of municipal, commercial, and residential projects.



Skills

Excellent oral and written communication

Project management

Big Picture planning

Forming collaborative partnerships.

Software proficiency in AutoCAD Civil 3D, ArcGIS, and Microsoft Office



Work History

11/2003 to

5/2005;

1/2011 to

7/2016;

9/2019 to

present

Civil Engineer

BLM - Utah, Canyon Country District, Moab, UT

- Provided technical and professional engineering support services to District Leadership and multiple resource programs in three field offices over two districts.
- Controlled engineering activities to maintain work standards, adhere to timelines and meet quality assurance targets.
- Planned, managed, and executed District budget for all Annual and Deferred Maintenance activities.
- Monitored execution of contract work for compliance with design plans and specifications in both COR and Project Inspector roles for more than 30 contracts include buildings, recreation facilities, water and wastewater systems, stream bank stabilization, aircraft facilities, roads, dams, and small bridges
- Identified, developed, and ultimately executed more than 25 Deferred Maintenance and Capital Improvement projects through the BLM's 5-year Plan.
- Coordinated with state and local governments in identifying and developing transportation projects for submittal to FLAP program.

- Worked with County Road Departments to plan and execute cooperative road maintenance and improvement projects.

8/2016 to
8/2019

Educator – High School Math and Finance

Grand County School District, Moab, UT

- Instructed up to 30 students individually and in groups on Math and Finance subjects.
- Maintained accurate and complete records for 130 students per term.
- Created and developed lesson plans according to students' academic needs, including both group and individual work.
- Met with parents to resolve conflicting educational priorities and issues.
- Coached Cross County and Track teams

5/2005 to
4/2010

City Engineer

City Of Moab, Moab, UT

- Collaborated with City Manager, Public Works Director and City Council on all Capital Improvement planning for City infrastructure projects.
- Reviewed all new development plans in areas of transportation, water, wastewater, stormwater, and public health and safety.
- Identified, scoped and reviewed traffic studies and long-range transportation planning
- Collaborated with Utah DOT on planning, development and execution of three major reconstruction projects for US Hwy. 191/Moab Main Street
- Identified and developed multiple trail and road projects for funding through Transportation Bill SAFTEA-LU



Education

8/1993 –
5/1997

Bachelor of Science: Civil Engineering

Colorado State University - Fort Collins, CO

- Graduated cum laude with GPA of 3.9



Accomplishments and Certifications

- Trained and mentored 6 Civil Engineers that now hold PE license.
- Licensed Professional Engineer since 2002
- Federal Acquisition COR-Level 2
- Served on District Safety team and Employee Organization.

March 18th, 2022

Dear Commissioners,

I would like to express my interest in serving the remaining term of the vacated At-Large seat on the Grand County Commission.

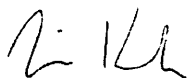
I have spent most of my life on the Colorado Plateau, and have called Moab my home for 17 of those years. In that time I have worked and volunteered for many nonprofits and community organizations, including 2 years of Americorps service to the Youth Garden Project, 10+ years as a volunteer DJ and 2 years as Music Director at KZMU Community Radio, 2 years working on conservation and outreach within the Manti La Sal National Forest with the organization Red Rock Forests, and 7 seasons as a facilitator for expeditionary learning programs at the Southwest chapter of the Colorado Outward Bound School. I have been steadily involved with Moab Pride, Moab Community Theatre, Youth Rock Camp of Moab, and Grand Area Mentoring. For the last 5 years I have served on the board of Resiliency Hub, an organization promoting community sustainability, and in the summer of 2021 I joined the Board of Directors for Moonflower Market. I have served on the Grand County Planning Commission since June of 2020, focusing on the 191/313 Small Area Plan, affordable housing solutions, and the process to vision long term in constructing the 2022 General Plan. I have also worked extensively in the service industry, giving me direct insight on the experience of housing insecure wage earners in our community.

Though my vocational path has been intentionally meandering in order to constantly be learning and finding new and creative ways to interact with my community, the associated skillsets are unified: the ability to think on my feet and rapidly integrate new information, the instinct to be a problem solver, the joy of collaboration, cooperation and consensus-building, and the desire to be purpose-driven and community-minded.

My choice to live in Moab has been just as much about the community as the landscape, and I feel that both are in need of our strong stewardship right now. Having grown up in a ski town, I am no stranger to the collateral damage that accompanies an unbalanced tourist economy. Increased cost of living, decreased affordable housing supply, widening gap between the haves and have nots, and an increasing need for the latter to fill our growing workforce needs. These problems are daunting, and in addition we are at the threshold of our natural resources and facing the long term factor of climate change, affecting our area with especially high severity.

At its best, Moab can be a haven for those who like to live modestly and enjoy a good life centered around the outdoors and a robust community. At its worst, Moab can be an abrasive theme park fueled by outside investors and serving outside interests. I want to grow my family in the best possible version of Moab, and my interest to serve on the County Commission is driven by my most fervent wish that we can course correct to a more balanced economy and ecology and preserve quality of life for those who live and work here. The County Commission has taken many positive steps, and I support priorities for 2022 around continuing to advocate for our community at the state level, strengthening efforts for economic diversification, curbing the effects of high-impact user groups like ORVs, and collaborating with the City and San Juan County in protecting our watershed and visioning future development to a manageable scale.

Thank you for your consideration,



Josephine Allyn Kovash
528 Locust Lane
Moab, UT

Josephine Allyn Kovash

528 Locust Lane Moab, Utah 84532

Phone: 435.210.4179 E-Mail: josiekovash@gmail.com

Objective

To use my diverse skillset in areas of work that are challenging, engaging, and purposeful.

Non-Profit & Board Experience

Overview

Over a decade and a half of support for non-profits and community organizations in Moab, Utah and beyond, from fundraising and grant writing to event management, membership and outreach, field work, education and daily operations.

Moonflower Community Cooperative – 2021-present

Board member & Secretary

Grand County Planning Commission – 2020-present

Commissioner

Resiliency Hub – 2017-present

Board member for an organization focusing on sustainability and creative reuse in the Moab community.

KZMU FM Community Radio – 2006-2021

Volunteer DJ and Content Producer, Interim Music Director April 2017, Music Director 2018-2020

Colorado Outward Bound School, Southwest Program – 2010-2018

Instructor & Logistics Coordinator. Delivery of quality expeditionary learning courses in the Utah backcountry.

Red Rock Forests – 2008-2010

Conservation & Outreach Specialist. Fundraising, events, community meetings, trail projects, and workshops for a small environmental advocacy non-profit in Moab, Utah.

Moab Youth Garden Project – 2008-2009

Americorps service member. Daily operations and maintenance of a 2 acre educational organic farm; community outreach to promote local sustainability and food security; major fundraising events; management of large work crews on garden work and projects.

Freelance Production and Service Industry Experience

Overview

Over a decade of large-scale event experience, ranging from Front of House operations to all manner of Production, Technical Production, and Logistics. Over two decades of experience in the service industry.

98 Center, Moab UT – 2017-present

Server and bartender at a community-focused restaurant featuring healthful and conscientiously sourced cuisine.

Moab Music Festival, Sonoma International Film Festival, Telluride Film Festival, Telluride Mountainfilm, Sundance Film Festival, and others – 2010-2019

Production, Logistics, Lighting, Rigging, Tech Exhibition, Theatre, Venue, & Stage Management

Education

Stanford University – BA American Studies

2002

March 29, 2022

Grand County Commission

Gabriel Woytek
Grand County Clerk/ Auditor
125 East Center Street
Moab, Utah 84532

Dear Chair and Commission Members:

I am submitting my intent to be appointed to the open At-Large Commission seat, with the term ending December 31, 2022. I am currently running for that seat, and I feel I offer needed value to the Commission through my extensive experience and open viewpoints.

I am an alumnus of Grand County High School and have many roots in our community. I am a local business owner and employer and see firsthand the issues that our community struggles with— the most important being affordable housing.

I ran for a non-partisan, political office last year in Moab City, and I am running this year as an Unaffiliated Candidate for the Commission At-Large seat. I believe that I bring a set of skills that fosters communication and collaboration on the Commission. I am a big believer in citizen input on legislative decisions, and I am open to listening to all opinions and questions. I take a very open, fair, and equitable approach when problem solving.

Attached please find my resume for your consideration. I look forward to discussing this opportunity with you in person.

Sincerely,



Bill Winfield
90 North 200 East
PO Box 116
Moab, Utah 84532
(775) 690-0550
wwwinfield1920@gmail.com

Bill Winfield

(775) 690-0550 | 90 North 200 East, PO Box 116, Moab, UT 84532

OBJECTIVE:

Bill Winfield seeks to assume the position of At-Large Seat on the Grand County Commission

PROFESSIONAL EXPERIENCE:

AW Construction, Inc. **Moab, UT**
President/Owner 2015 – Present

- Developed Valley View Subdivision (Moab, UT)
 - Entire 32-lot subdivision was sold to the Housing Authority and used for local workforce housing
- Holds E100-General Engineering and B100-General Engineering licenses in Utah

WWW Construction, Inc. **Reno, NV**
President / Owner 2008 – 2015

- Held General Engineering licenses in California, Nevada, and Utah

Q&D Construction, Inc. **Reno, NV**
Project Superintendent / Supervisor 2001 – 2008

ADDITIONAL:

- **Charity:** Advisor to Changing Lives Nepal, a non-profit organization dedicated to Children & Education, Women's Safe Housing, and Organic Agriculture
- **Charity:** Advisor to Moab Free Health Clinic, a non-profit organization dedicated to ensure that all members of the Moab community have access to medical care and health resources regardless of race, religion, age, gender, healthcare coverage, or financial need

SKILLS:

- Highly motivated and experienced with the Grand County government
- Motivated to resolve complex challenges facing Grand County and deliver exceptional results for local citizens
- Understands the housing issues in Grand County and the fact that many residents in our area struggle with housing
- Serves and works with multiple non-profits in Grand County

EDUCATION:

Grand County High School

Class of 1977

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

April 5, 2022
Agenda Item: D

TITLE:	Approving Commission Board Appointments
FISCAL IMPACT:	N/A
PRESENTER(S):	Mallory Nassau / Jacques Hadler

Prepared By:

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to appoint commissioners to board assignments as presented and discussed.

BACKGROUND:

- Vacancies created by Commissioner Woytek's resignation need to be filled. Current commissioners will take on some assignments and remaining assignments will be delegated to the appointed interim commissioner. Assignments will be as follows:

Evan Clapper: Canyonlands Healthcare Special Service District Board, the Mental Health Board, and The Public Health Board.

Kevin Walker: Economic Development Advisory Board, and the Economic Development Corporation of Utah.

Jacques Hadler::Economic Diversification Advisory Council

Trish Hedin: Southeastern Association of Local Governments (SEUALG) and Community Development Block Grant (CDBG), and the Tripartite Board

INTERIM COMMISSIONER: Utah Association of Counties, and the Special Events Committee.

ATTACHMENT(S):

Spreadsheet with board/liaison assignments

Agenda Summary
GRAND COUNTY COMMISSION
April 5, 2022
AGENDA ITEM: E

TITLE:	Public hearing to consider and solicit oral and written comment on an ordinance approving a rezone request for Small Lot Residential (SLR) Zoning to property located at 4400 Spanish Valley Drive on Parcel No. 02-0026-0040
FISCAL IMPACT:	
PRESENTER(S):	Planning & Zoning staff

Prepared By:
ELISSA MARTIN
GRAND COUNTY
PLANNING &
ZONING

FOR OFFICE USE
ONLY:
Attorney
Review:

Pending

MOTION:

**County Commission policy is to vote on public hearing agenda items at a meeting following the public hearing.*

I move to:

1. Make the following findings related to Grand County Land Use Code section 9.2.5 Issues for Consideration regarding the rezone request for Small Lot Residential for property located at 4400 Spanish Valley Drive:
 - A. Was the existing zone for the property adopted in error?
 - B. Has there been a change of character in the area (e.g., installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.)?
 - C. Is there a need for the proposed use(s) within the area or community?
 - D. Will there be benefits derived by the community or area by granting the proposed rezoning?
 - E. Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically the plan’s zoning map amendment guidelines (see pages 44-48 of the Grand County General Plan)?
 - F. Should the development be annexed to a city?
 - G. Is the proposed density and intensity of use permitted in the proposed zoning district?
 - H. Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts?
 - I. Are the proposed uses compatible with the surrounding area or uses; will there be adverse impacts; and/or can any adverse impacts be adequately mitigated?
 - J. Are adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone? If utilities are not available, could they be reasonably extended? Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed development?
 - K. Does the proposed change constitute “spot zoning”?
complete

2. Approve/disapprove the request to rezone Grand County Parcel No. 02-0026-0040 to Small Lot Residential zoning.

BACKGROUND:

The property is currently zoned Rural Residential and is vacant.

PLANNING COMMISSION RECOMMENDATION: UNFAVORABLE

The Planning Commission voted unanimously to send an unfavorable recommendation to the County Commission on January 10, 2022 at a public hearing. The reasons for their decision are based on the fact that the requested zone would be considered spot zoning and that although higher density housing is needed, they do not want to approve zone changes in a piecemeal fashion. Rather, they would like the results of the land use study and general plan update currently underway, to guide zone changes and density increases into the future.

STAFF RECOMMENDATION: NEUTRAL

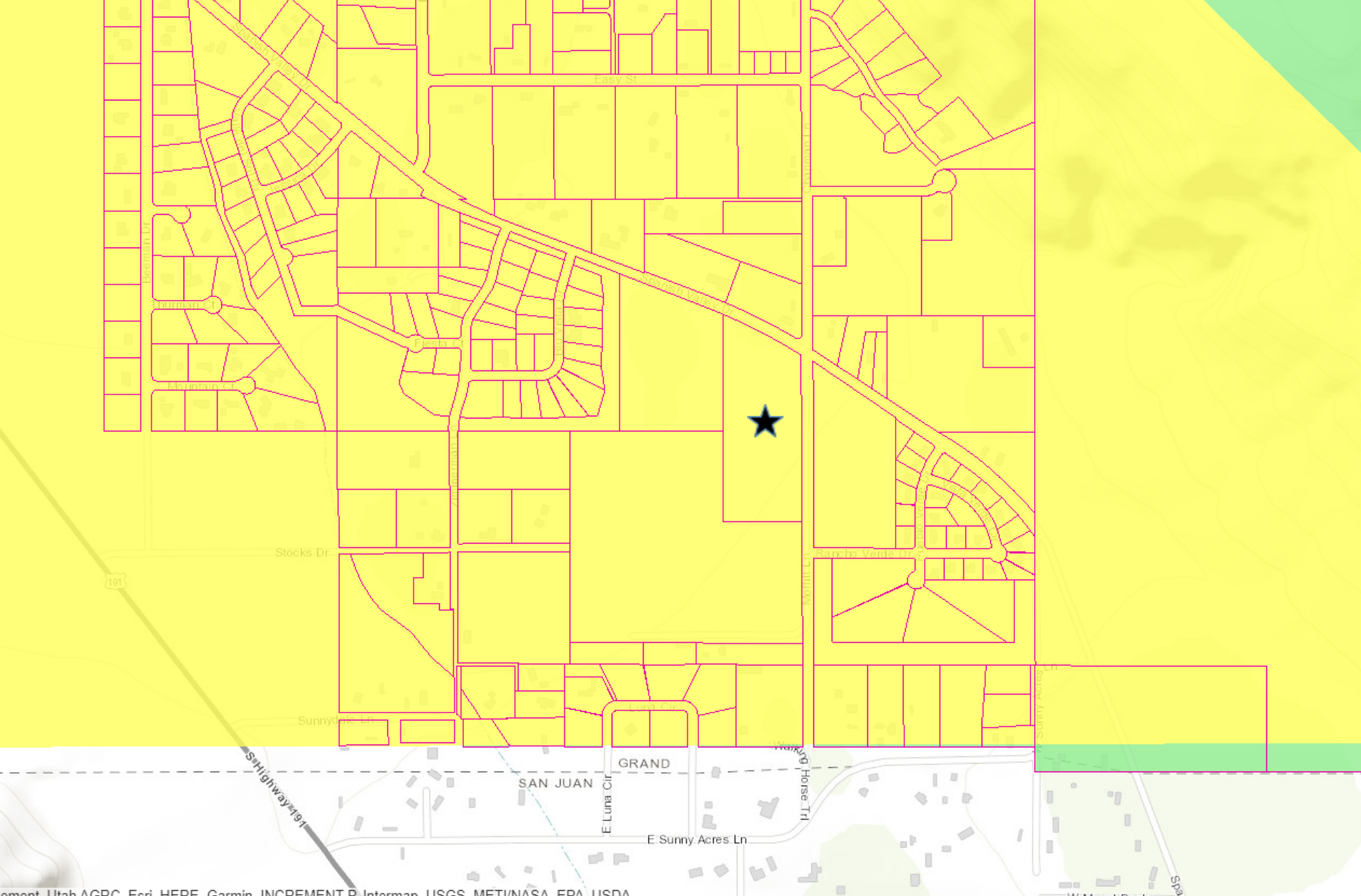
COUNTY ATTORNEY RECOMMENDATION: OPPOSED

The County Attorney opposes all rezones to increase density that do not include affordable or workforce housing requirements/incentives. Similarly, the County Attorney has requested since Fall 2021 that PZ study and recommend to the CC a subdivision ordinance to require such inclusionary housing requirements; however, PZ staff has not had capacity to prioritize this issue yet. In addition, the 2022 General Session likely impacts how the County wishes to proceed on these issues since housing was a hot topic this year. For these reasons, the County Attorney recommends the County Commission deny this rezone request.

ATTACHMENT(S):

1. Staff Report
2. Rezone Application Packet
 - a. Application (Available Upon Request)
 - b. Boundary Survey
 - c. Conceptual Plan
 - d. Applicant Statement
 - e. Title (Available Upon Request)
 - f. Tax Roll (Available Upon Request)
 - g. Statement of Authority (Available Upon Request)

Vicinity Map





STAFF REPORT

PLANNING & ZONING DEPARTMENT

GRAND COUNTY, UTAH

DATE: January 10, 2022

TO: Grand County Commission

SUBJECT: La Sal Peaks General Rezone Request (Rural Residential to Small Lot Residential - RR to SLR)

PROPERTY OWNER: Shumway Property, LLC

PROP. OWNER REP: James Schnepel

PROPERTY ADDRESS: 4400 Spanish Valley Drive, Parcel No. 02-0026-0040

SIZE OF PROPERTY: 11.01 acres

EXISTING ZONE: Rural Residential (RR)

EXISTING LAND USE: Vacant

ADJACENT ZONING AND LAND USE(S): Zones: Rural Residential (RR) Uses: Residential, agricultural

APPLICATION TYPE

General Rezone Request

APPLICATION PROCEDURE

Decision Type: Legislative

Public Notices: Public Meeting at:

Planning Commission

County Commission

Public Hearing at:

Planning Commission

County Commission

Attachments:

1. Rezone Application Packet
 - a. Application (Available Upon Request)
 - b. Boundary Survey
 - c. Conceptual Plan
 - d. Applicant Statement
 - e. Preliminary GWSSA Water & Sewer Availability Statement
 - f. Title (Available Upon Request)
 - g. Tax Roll (Available Upon Request)
 - h. Warranty Deed (Available Upon Request)

SUMMARY OF REQUEST

The Applicants seeks to rezone 11 acres of property located at 4400 Spanish Valley Drive from Rural

Residential zoning to Small Lot Residential (minimum lot size is 0.20 acres) in preparation for later subdivision application.

PROPERTY HISTORY

The property is vacant.

SITE IMPROVEMENTS / ADDITIONS / CHANGES

The rezone request requires no current site plan improvements.

Later site improvements in connection to a proposed subdivision of the property will be in accordance with requirements of Article 6 (General Development Standards), Article 7 (Subdivision Standards) and Article 9 (Administration and Procedures) of the Grand County Land Use Code as well as Grand County Construction Standards.

Project Description

- I. The application is for a General Rezone request to change the current Rural Residential zoning on an 11-acre parcel located on Spanish Valley Drive, to Small Lot Residential, which would allow 5 units per acre. Taking into consideration land dedicated to roads and drainage /open space, the developable land would likely be less than 11 acres, and therefore density on the parcel will not be a direct reflection of 5 units/acre. The concept plan for the future development proposes 9 duplex lots, totaling 18 units and 20 single family lots, for a total of 38 residential dwellings with an average lot size of 0.23 acres.

Consistency with General Plan

- II. The subject parcel is located within the Rural Residential future land use designation, which calls for 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).
 - a. The proposed rezone request to Small Lot Residential at this location, would allow for higher density housing than originally envisioned in the 2012 General Plan. The future concept plan for the subject property proposes an average lot size of .23 acre, where the density under the current zone and future land use designation of RR calls for a minimum lot size of 1.0 acre, therefore SLR zoning is not consistent with the current General Plan.
 - b. It is anticipated though, that an increase in density may be envisioned for designated parcels in the Spanish Valley area in the 2022 General Plan Update and Land Use Study, in order to address the present day housing shortage in the area.

Conformance with Grand County Land Use Code (LUC)

- III. The proposed Rezone application is in conformance with LUC provisions of Article 9.2.2, Application for Zoning Map or Text Amendment.
 - a. An application was submitted by the owner's representative to request a change in zoning designation on the subject property in accordance with the provisions of the Grand County Land Use Code Article 9.2.2.

- IV.** The Public Notice requirements were met for this Public Hearing in accordance with Utah State Code § 17-27a-205.
- a. The property owner placed two (2) posters on the property provided by the Planning and Zoning Department a minimum of 10 days before this Public Hearing.
 - b. The County Administrator placed public notices related to this Public Hearing on the County website a minimum of 10 days before this hearing.
 - c. The County Administrator Department placed public notices related to this Public Hearing on the Utah Public Notice website a minimum of 10 days before this hearing.
- V.** Staff has reviewed the rezone request against LUC Section 9.2.5 Issues for Consideration and determined the following:
- a. Staff does not believe the original zoning was adopted in error as the area in Spanish Valley has historically been rural residential
 - b. In terms of a change of character in the area -- over the years higher density development has been approved on nearby properties along Spanish valley drive, including a subdivision with 0.5 acre parcels (Blu Vista Casitas) and another with 0.3 acre parcels (Pueblo Verde), both within RR zone.
 - c. As far as the need for the proposed use in the community, there is a need for higher density housing in Grand County for local residents but there is currently no way to ensure that housing within this development will serve local residents.
 - d. In terms of potential benefits to the community, the rezone to SLR, could provide additional middle-income housing for local residents, but again, there is currently no way to require affordable or workforce housing units for new development, with our current land use regulations.
 - e. The development is not within the future annexation boundary of Moab city.
 - f. The proposed density and intensity of use would be permitted in the proposed zoning district
 - g. In terms of the proposed uses being compatible with the surrounding area or uses -- There may be adverse impacts of higher density housing in an area that was originally envisioned to be maintained as rural residential, and where many properties are established as horse properties and /or accommodate other agricultural activities which may be in conflict with higher density residential development.
 - h. There would likely be adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone,
 - i. The proposed zone change does constitute "spot zoning".

GRAND COUNTY, UTAH

ORDINANCE NO. _____ (2022)

**APPROVING THE REZONE OF PARCEL NO. 02-0026-0040 TO SMALL LOT
RESIDENTIAL ZONING**

WHEREAS, Shumway Property, LLC (“Owner”) is the owner of record of 11 acres of real property located at 4400 Spanish Valley Drive, more specifically described as follows:

Beginning at the Southeast Corner of the Southwest Quarter of the Southeast Quarter of Section 26, Township 26 South, Range 22 East, Salt Lake Base and Meridian, said corner bears West 1324.0 feet from the Southeast corner of Section 26, and proceeding thence with the East line of the Northwest Quarter of the Northeast Quarter of Section 35 southerly 508.6 feet; thence West 450.0 feet; thence North 508.6 feet to a point on the North line of Section 35; thence North 667.3 feet to a point 33.0 feet off the centerline of Spanish Valley Drive; thence with a line 33.0 feet off the centerline of Spanish Valley Drive along a 3,246.5 radius curve to the right 507.9 feet (said curve has a chord which bears South 62°26' East 507.3 feet) to the East line of the Southwest Quarter of the Southeast Quarter of Section 26; thence with said line South 0°02' East 432.5 feet to the point of beginning. (Parcel No. 02-0026-0040)

WHEREAS, the Owner has submitted an application requesting the Small Lot Residential Zoning District as defined by the Grand County Land Use Code (“LUC”) Section 2.3;

WHEREAS, the previously-named Grand County Council (the “Council”) adopted the LUC on January 4, 1999 with Ordinance No. 299, and codified with Resolution No. 468 on April 15, 2008, as amended, for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, the Owner has submitted an application satisfying the statutory requirements of LUC Section 9.2 (Text and Zoning Map Amendments (Rezoning));

WHEREAS, in a public hearing on January 10, 2022, the Grand County Planning Commission considered all evidence and testimony presented with respect to the subject application and unanimously approved a motion to send an unfavorable recommendation to the Grand County Commission;

WHEREAS, due notice was given that the Grand County Commission would meet to hear and consider the proposed Rezoning application in a public hearing on February 15th 2022;

WHEREAS, the County Commission has heard and considered all evidence and testimony presented with respect to the subject application and has determined that the adoption of this ordinance is in the best interests of the citizens of Grand County, Utah;

NOW, THEREFORE, BE IT ORDAINED by the County Commission that it does hereby approve the rezone of real property located at 4400 Spanish Valley Drive, Moab, Utah also

known as Parcel No. 02-0026-0040, to Small Lot Residential zoning, based on the following findings:

- A. Was the existing zone for the property adopted in error?
- B. Has there been a change of character in the area (e.g., installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.)?
- C. Is there a need for the proposed use(s) within the area or community?
- D. Will there be benefits derived by the community or area by granting the proposed rezoning?
- E. Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically the plan's zoning map amendment guidelines (see pages 44-48 of the Grand County General Plan)?
- F. Should the development be annexed to a city?
- G. Is the proposed density and intensity of use permitted in the proposed zoning district?
- H. Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts?
- I. Are the proposed uses compatible with the surrounding area or uses; will there be adverse impacts; and/or can any adverse impacts be adequately mitigated?
- J. Are adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone? If utilities are not available, could they be reasonably extended? Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed development?
- K. Does the proposed change constitute "spot zoning"?
complete

PASSED, ADOPTED, AND APPROVED by the Grand County Commission in open session this ___th day of _____, 2022 by the following vote:

Those voting aye:

Those voting nay:

Those absent:

Grand County Commission

ATTEST:

Garbiel Woytek, Chairperson

Quinn Hall, Clerk/Auditor

GENERAL REZONE APPLICATION

Shumway Property, LLC
4400 S. Spanish Valley Drive, Moab UT 84532
Parcel 02-0026-0040 (11.01 acres)

Supplementary Information

Legal Property Description:

BEG AT SE COR SW1/4SE1/4 SEC 26 T26S R22E SAID COR BEARS W 1324 FT FROM SE COR SEC 26 & PROC S'LY 508.6 FT; W 450 FT; N 508.6 FT; N 667.3 FT TO A POINT 33 FT OFF CENTER LINE SPANISH VALLEY DR ALONG A 3246.5 FT RADIUS CURVE TO RIGHT 507.9 FT; S 0°02'E 432.5 FT TO POB 11.01 AC

Applicant Statement:

The Applicant is requesting a zone change to Single Lot Residential (“SLR”) for the property to allow the development of residential lots and/or housing that will target middle-income buyers.

This rezone will help correct the shortcomings found in the General Plan and the Land Use Code that have led to a drastic shortage of middle-income (workforce) housing.

Developing the property under the current zoning, Rural Residential (“RR”), would provide additional housing inventory to upper income buyers (including those seeking second or vacation homes), but would do little to add lot and housing inventory at prices locally employed buyers can afford.

(The Applicant considered submitting a rezone application to change the zoning to Large Lot Residential but, similar to the current zoning, the density requirement would not allow the development of lots that would hit a price range that the market desperately needs.)

The Property Owner’s Representative has worked as a consultant to bring energy efficient residential building practices to Utah, developed large solar farms (80MW solar project near Wellington and others), and has been involved with various residential developments. He looks forward to working with the County to create a new subdivision that will help serve the housing needs of the community.

Applicant Statement - Sec. 9.2.7 Issues for Consideration:

1. Was the existing zoning for the property adopted in error?

Applicant does not believe that the existing zoning (Rural Residential) was adopted in error, but does feel that the current zoning is a carryover from a time when public sewer and water were not available in the area. When lots needed space to allow for septic systems and/or wells, it was normal for the County to require a minimum lot size of one acre.

To illustrate the importance of the minimum lot size being dependent on the availability of public sewer and water, a look back at the Grand County Land Use Code that was adopted January 4, 1999 (and recodified with amendments to date, February 22, 2000) offers the following minimum lot area/unit requirements (pages 37-43):

SLR-1 (Small Lot Residential-1):

- (1) **With** public sewerage: 9,000 sq.ft./unit [.207 acres]
- (2) **Without** public sewerage: **43,560 s. ft./unit** [one acre]

SLR-2 (Small Lot Residential-2):

- (1) **With** central water and sewer service: 9,000 sq.ft./unit
- (2) **Without** central water and sewer service: **1 acre (43,560 sq. ft.)**

LLR (Large Lot Residential):

- (1) **With** public sewerage: 21,780 sq. ft./unit
- (2) **Without** public sewerage: **43,560 sq. ft./unit**

RR (Rural Residential): Although the 1999 Land Use Code does not mention constraints in regard to the availability of public sewerage and central water in the minimum lot area requirement section (likely because these services were largely not available in the Rural Residential zoning areas, and due to the dictated lot size minimums), it is interesting to note that Rural Residential zoning in 1999 did allow for the establishment of an Agricultural-PUD District (new) ("A-PUD"), where a property owner could create a subdivision if, *"At least 80 percent of each Agriculture-PUD shall be dedicated and preserved as open space...."*

The current Land Use Code has scaled-back the open space requirements for a PUD (and did not include an A-PUD option at all) in the Rural Residential zones, and is evidence of Grand County's evolution over time to allow for greater densities.

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.)?

Public water and sewer:

As noted above, one of the primary changes to the area has been the addition of public water and sewer, which has now been installed in Spanish Valley Drive next to the property. Prior to this, the health code limited unit densities to one home per acre to allow room for a well and septic system. With the installation of public water and sewer systems the one-acre minimum is no longer needed for wells and septic systems.

Market transitions:

As called-out in the “Demographic and Economic Trends and Benchmark Report” that was prepared for Grand County in 2010,

“Nearly half of new residents moving to Grand County are between the ages of 18 and 29.”

This younger generation of homebuyers is increasingly looking for smaller homes and lots than what has appealed to prior generations. In part this trend is sometimes attributed to a lack of affordable housing options, or having come of age in the aftermath of a housing crisis, but it is often more directly associated with the desire to have smaller houses that offer a lower total cost of ownership, require less maintenance, and that fits the needs of smaller-sized families, families that are often started later in life than was the case for prior generations.

Smaller housing also appeals to single-person households, which are now about 30 percent (and expected to grow) of the market nationwide.

Additionally, this new segment of homebuyers is more conscious of its impacts on the environment. Smaller lots and smaller houses use infrastructure (utilities, roads) more efficiently, consume fewer building materials, use fewer natural resources to heat and cool, and create less greenhouse gas.

Growth trends:

According to the Kem C. Gardner Policy Institute’s, “2015-2065 State and County Projections” (published July 2017), Grand County’s number of households is expected to continue growing in the coming years:

- 5,177 households by 2025 [907 more than estimated to exist in 2015]
- 5,955 households by 2035
- 6,616 households by 2045
- 7,212 households by 2055

- 7,680 households by 2065 [3,410 more than estimated to exist in 2015]

With over half of the county population being located in the greater Moab area, the takeaway is that the demand for housing in the Moab area will continue to increase.

3. Is there a need for the proposed uses(s) within the area or community?

There is an affordable housing crisis in the community:

It is no secret that there is a shortage of housing and lots in the Moab area, particularly in a price range that is obtainable by buyers with middle incomes (nurses, BLM employees, etc.), which is often referred to as “workforce housing.”

A quick online search results in numerous articles and studies that have noted the housing shortage. Rather than clutter this portion of the application with quotes from the articles, a separate document (“Articles re Housing Crisis”) is included, below.

This shortage of housing negatively impacts the community:

- The lack of available housing puts extra stress on residents who need places to live, and creates a higher percentage of the population that is cost-burdened.
- Cost-burdened residents are less able to spend money on local goods and services and do not spend as much in the local economy as they otherwise could.

As noted by the Brookings Institute in an article titled, “*How are communities making housing more affordable for middle-income families?*” (published November 8, 2019):

“Middle-class residents also hit the sweet spot for consumer spending: they have more disposable income than poor households to spend on groceries, restaurants, movies...all items that are consumed locally. (Wealthy households tend to spend a smaller share of their income, so generate a smaller economic multiplier in their local area.)”

- Local employers are finding it difficult to maintain and recruit employees who are unable to find housing, or who are discovering that the limited available housing is too expensive. The lack of available employees is having a negative impact on the economic strength of the community.

- The lack of housing for middle-income buyers adversely affects housing stock that would otherwise be more available for lower income buyers as the middle-income buyers are forced to compete for housing that would otherwise be available to lower income populations.
- There is no shortage of examples of employed persons having to camp or live in vehicles on private and public lands due to a lack of available, and/or affordable, housing.
- The Kem C. Gardner Policy Institute stated some of the negative impacts associated with a lack of homeownership opportunities in a report titled, *“Housing Affordability: What Are The Best Practices and Why Are They Important?”* (published December 8, 2020):

“Homeownership is the major source of wealth for moderate-income households.”

“The [housing] shortage has also excluded many from homeownership, added to substantial increases in doubling-up of households, delayed marriages, and discouraged young people from forming new households.”

Deed-restricted properties:

While deed-restricted properties can help with getting local buyers into homes, they can restrict the wealth-building aspect of homeownership.

Should the issues constraining some of the deed-restricted projects (e.g. Arroyo Crossing and Peak View) be worked out, there will be quite a number of deed-restricted lots/homes available in the future. However, it is unknown how effective these projects will be at helping to solve the housing crisis.

The Applicant firmly believes that the deed-restriction program should be supplemented by adding more non deed-restricted lots/homes to the market. Increasing the volume as a means of countering price is a long-standing economic principle. Buyers should have an option to choose the product they want to purchase.

Inventory is needed:

On 4 Nov 2021 a search of the local Multiple Listing Service (WFRMLS) resulted in the following reports for properties that are actively for sale in the Moab Valley (including Grand and San Juan counties) (See reports, below):

- There were only six lots actively for sale with an asking price of under \$250k, with the lowest priced lot being \$179k.

- There were only eight homes (single-family and multi-family) actively for sale with an asking price of under \$600k, with the lowest priced home being \$425k.

(Note: The Applicant understands that not all houses and lots sold in the area are reported to the MLS, but does believe that the reports offer insights into the dire housing situation.)

The Property Owner's Representative has had numerous conversations with real estate agents who work in the Moab area and the message is consistent: *"More inventory is needed."*

Grand County is land constrained:

According to the 2004 Grand County General Plan only 4.3% of the land in Grand County is privately owned. This means that a very small portion of the County's land is available for a competing range of uses: agriculture, industry, commercial, housing, community spaces, etc.

The vast public lands in the county are the predominant driver that brings people to the Moab area, both as residents and as tourists. The upside of this is that the residents of the Moab valley have easy access to the extensive amount of open space that surrounds the area.

Considering the large amount of public land that is available to residents in the area, an argument can be made that requiring significant dedications of land to open space and common areas within subdivisions/PUDs (per the Rural Residential zone), or requiring large lots for residential use, is not an effective use given the finite amount of private land that is available in the Moab area.

Zoning changes are needed:

Currently, the Grand County zoning map exhibits the hallmarks of the more traditional, and increasingly outdated, "conventional" (or traditional) zoning approach to land development regulation, where land is separated into distinct zoning districts with uniform regulations (density, minimum lot size, building coverage ratios, setbacks, etc.) rather than a more form-based zoning that would allow the development of a broader range of housing options to better serve the needs of the community.

A review of the current zoning map shows that a vast swath of land in the Moab valley (particularly along the eastern side of the valley and southern end of the county) is zoned Rural Residential, including many of the largest undeveloped parcels. The lot size minimums and density requirements of the Rural Residential (and Large Lot Residential) zone make it very challenging to develop lots and housing that are affordable.

While the County (and Moab City) has made good progress in establishing overlay zones that allow for more high density housing, much still needs to be done to enable the development of lots and housing that is targeted to middle-income buyers.

- The high-density overlay (HDHO) is sited predominantly along the Highway 191 corridor, which makes it more suitable for apartment buildings than appealing to buyers in the market for single-family residences.
- The high-density overlay has had the effect of bumping-up the price of the few available properties (especially when it is in competition for commercial use) to the point where it is financially unviable to develop them into single-family lots.
- The County already has received applications for the 300 units allowed in the HDHO overlay zone.

The Property Owner's Representative has been pursuing residential land development opportunities in the Moab area for over a decade and has never found any larger parcels on the market in the past five years that are available at a price that would allow for the development of moderate-priced lots. This experience includes the property under consideration for this rezone application.

If the County maintains its extensive use of the Rural Residential zone it will all but guarantee a continued middle-income housing shortage.

An inadvertent effect of having so much land zoned Rural Residential may be a trend toward income-segregated areas if only wealthy people can afford to live on one acre, or larger, lots.

A quote from the "Solutions" section of an article titled, "*Affordable Housing – Toolkit for Counties*," which was published on March 1, 2019 on the website of the National Association of Counties, summarizes how zoning strategies can positively affect affordable housing:

"Counties can encourage the development of less expensive housing options by designating areas for medium-density zoning, where developers can build units in between the densities of single-family homes and apartment complexes, such as townhouses and duplexes. This not only introduces more affordable housing options, but also increases the overall housing stock, thereby decreasing housing prices. Counties can also use form-based code to regulate the outside structure of a home, rather than its internal use. Finally, they can use overlay zones to designate specific areas for affordable housing or higher-density housing."

There is not much medium-density zoning in the County that would effectively allow for the development of medium-priced lots.

There is a community need for smaller lot (higher density) neighborhoods:

The smaller lots and increased density afforded by a change to SLR zoning will allow the development of more affordable building lots, and consequently housing, that will help alleviate the housing crisis in the area.

A search of the local multiple listing service (WFRMLS) was conducted on November 9, 2021 to analyze the pricing difference between the sold prices of “small” and “large” lots over the past two years in Grand County in the Moab Valley (MLS reports are copied, below):

Small Lots: .2 to .25 acre lots (excluding those zoned for overnight rentals)

- 6 lots were sold in the past 2 years
- The sold prices ranged from \$124,000 to \$209,000
- The average sold price was \$152,333

Large Lots: .9 to 1.5 acre lots (none of the lots were zoned for overnight rentals)

- 4 lots were sold in the past 2 years
- The sold prices ranged from \$147,500 to \$250,000
- The average sold price was \$199,375

The average sold price for the “large” lots (or what could generally be built in the Rural Residential Zone) was 31% more than the price for a “small” lot (or what could be built if the zoning were changed).

The reconstruction of Moffitt Lane to County road standards to support a subdivision built in SLR zoning would be of benefit to the community.

The current zoning for the property will not help alleviate the housing crisis in the community:

As currently zoned (Rural Residential) any residential development on the property would need to average a minimum of one dwelling unit per acre. The zoning currently allows for two primary development options:

- 10-11 (depending on road layouts) lots, each one-acre in size, or;
- Creating a PUD with 10 lots that are .2 acres that would likely be sited next to Spanish Valley Road, and one large lot (approximately 7 acres) on the balance of the parcel. (A draft layout of this type of PUD is included, below.)

If the land were developed as currently zoned the cost of the horizontal improvements (roads, sidewalks, utilities, upgrading Moffitt Lane, etc.) added to the market value of the land would make it financially unfeasible to sell building lots at a price that would be affordable for middle-income buyers.

While the Applicant could proceed with development of the land as currently zoned using one of the above-mentioned options, neither scenario would do much to help mitigate the housing crisis in the area.

- If the land were developed into one-acre lots they would be priced out of reach of most middle-income buyers.
- If the land were developed into a PUD the resulting 10 small lots would not create much new inventory (even with 20%, or 2 lots, being deed-restricted to locals) to counter the middle-income demand for housing, plus, the lack of overall density would dictate higher finished lot pricing.

Further, if the land were developed into one-acre lots the cost and size of the finished lots would likely push buyers to build larger houses. The larger houses would be more expensive, and would be less efficient from an environmental perspective on a per lot basis. More building materials would be required, and a higher consumption of electricity and gas would be dictated.

The Washington Post noted the relationship of how larger lot sizes lead to larger homes in an article titled, *“Downsizing the American Dream: The new trend toward ‘missing middle housing’”* (published February 14, 2019):

“Daniel Parolek, principal architect with California-based Opticos Design, who coined the “missing middle” term, points to zoning codes with density maximums and impact fees that remain the same, regardless of housing size, that incentivize developers to build big. For example, if zoning allows no more than two units per acre, the incentive will be to build the biggest, most expensive [housing] units possible.”

“The biggest challenge to building smaller housing is municipalities,” said Scott Thorson, chief operating officer of Oakwood Homes. “We hear all the time from city and town management that they want affordable housing, but then they turn around and require large-lot programs.”

“Thorson said a key is to build on smaller lots.”

4. Will there be benefits derived by the community or area by granting the proposed zoning?

Yes:

The community will benefit if the proposed zoning is granted, as it will allow the development of residential building lots that will be better targeted to middle-income buyers. And, through the use of deed restrictions, a portion of the lots will be exclusively available to locally employed people.

Zoning is key to changing the market:

Although the County has initiated policies (ADUs, deed-restricted properties, etc.) to help alleviate the housing crisis in general, and added high density overlays to increase the supply of affordable housing, a broader effort to allow more land to be developed with tighter densities is a critical step toward mitigating the middle-income housing needs. Tighter densities are essential to increasing the supply of lots on the market, and to help address the housing needs of what is commonly titled, “the missing middle,” while still being compatible with the surrounding area.

As summarized by the Kem C. Gardner Policy Institute in reference to its report titled, *“Housing Affordability: What Are The Best Practices and Why Are They Important?”* (published December 8, 2020):

“Zoning ordinances, in no small measure, control the supply of housing through land use, density, and design regulations. These regulations, more than any other local policies, govern the annual supply of single-family and multifamily housing. They provide a powerful policy tool to increase the supply of housing.”

The report includes some other relevant findings:

“Without accommodative land use regulations, there is little chance a city’s housing policies can influence prices, provide diverse housing types, or meet changes in homebuyers’ preferences.”

“Zoning ordinances, in many cities, do not reflect the shift in preferences to higher-density, more affordable housing. Zoning often lags changes in market preferences.”

“Less restrictive zoning is a necessary condition for improved housing affordability and increased housing production.”

Conceptual Plan for Rezone:

The Applicant has attached a “Conceptual Plan for Rezone” (“Plan”), which captures the current vision for the property if the rezone is approved. The change in zoning would allow for a development with some key features:

- Lot sizes of at least .2 acres each, with larger lots in the .26 to .3 acre range being clustered along Spanish Valley Drive:

- The building lots are not too dissimilar in size to those in neighboring developments, particularly in reference to the larger building lots that are clustered along Spanish Valley Drive.
- The .2-acre lot minimum is the same as could currently be built on the property under the PUD process, where ten .2-acre lots would be clustered next to Spanish Valley Drive.
- The Plan offers 29 lots:
 - 9 Duplex Lots: These lots, particularly those that will be deed-restricted, will help local buyers afford to own homes in the community as they will be able to rent one side of the duplex to help offset their mortgages.
 - 20 Single Family Detached Lots: By design, these lots are all sized at about .2 acres (the minimum size allowed in an SLR zone) with the goal of being able to price the lots as low as possible, and to encourage purchasers to build smaller homes than they might otherwise construct on larger lots. The smaller homes will be less expensive to build, cheaper to operate, and have a lower overall environmental impact on a per home basis than if larger homes were built on the property with one-acre lots, per current zoning.
 - 20%+ of the lots would be deed-restricted to make them available, and more affordable, to local buyers.
- Buffer zones along the western and southern edges where the property abuts other private property. The property is buffered by Spanish Valley Drive on the northern side (with the requisite screening mandated for duplexes), and by Moffitt Lane on the eastern side.
- It sets aside land to dedicate for the future expansion of Spanish Valley Drive, plus room to add a sidewalk/trail.
- A street layout that accommodates the future development of the vacant properties to the east and south.
- The use of solar on house roofs is envisioned, but this information was not captured on the Plan.
- The 11-acres of land is almost perfectly flat, and is a good candidate for a tighter density development.

- The Plan [with the tighter densities allowed in SLR zoning] would encourage more efficient use of land and public streets, utilities, and government services, and promote greater variety in the type and design of buildings available to the community. (This text was taken directly from “The Grand County Land Use Code, as amended through April 2008.”)

5. Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically Chapter 4: Future Land Use Plan

“The General Plan is...an advisory document that recommends changes to the land use code.” (p.3)

General Plan – in general:

If the current Land Use Code reflects the, “policies, intents and requirements” of the General Plan, there is no other conclusion than to state that the General Plan has failed the community in regard to providing proper housing options for the residents of Grand County.

The General Plan (and consequently the Land Use Code) has specifically failed to accomplish some of the key “visions” stated in Chapter 3 (p.49):

“Ample housing choices are designed and priced to fit the range of local earning power, ages, and abilities. Government policies and business decisions result in more affordable housing on-the-ground.”

“Citizens are able to live and work in the county because of a well-planned mix of housing types and price-ranges in diverse and vibrant neighborhoods near employment and services.”

While it is easy to go back in time and critique a lack of accurate prognostication, the current General Plan, which was published in 2012, is rather out of date in regard to its ability to, “...provide...direction for decisions affecting the use and development of land...” and has particularly fallen short on the topic of providing adequate housing stock with its claim of being, “...long-range, extending two decades into the future, well beyond the pressing concerns of today.”

There is a contradiction within the General Plan, which unfortunately has carried over into the Land Use Plan, and has adversely affected the residents of the County. While the General Plan does call out as key findings that, “Grand County has experienced robust growth for over two decades...” and that, “An additional 2,134 residents are forecasted to live in Grand County by 2030...[which] translates to as many as 1,000 additional occupied housing units...” the General Plan fails to present land use densities that will accomplish its own stated goals.

The General Plan identified the problem, yet failed to provide for a solution. And while the latest housing boom has exacerbated housing issues around the nation, the crisis in the Moab area was well-established prior to the boom.

General Plan – Chapter 4: Future Land Use Plan:

While a rezone would not fully conform with Chapter 4, the Applicant counters that the General Plan does not address a critical community need, and that there is a clear and compelling demand for more housing options for middle-income residents that will benefit the community if the rezone is approved.

“Open-space” requirements

A rezone to SLR would not fully comply with the General Plan’s open-space recommendations for areas that are currently zoned Rural Residential. However, the Applicant contends that the open-space requirements that are part of the Rural Residential zone requirements plague the development of housing that will meet the needs of lower and middle income residents and therefore should be modified. The open-space requirements effectively add cost to developable land that is already expensive.

As noted in paragraph 8, below, the land under consideration for this rezone application does not contain seven of the eight of the “highest priority” types of open space. The noted exception is “agricultural land,” but as pointed out below, the land is not currently in production, nor is it expected to return to production.

Comparing the open-space set-asides prescribed by the General Plan to the formulas in the current Land Use Plan, one can see that the Land Use Plan has deviated from the General Plan and requires less land to be set-aside under various development scenarios. While one might see this as progress, it is also clearly a deviation from the General Plan to allow higher density developments.

There is a finite amount of potentially developable land in the Moab valley and continuing to require set-asides for open space within subdivisions further restricts potential housing stock.

As noted in the General Plan, “...many of the new residents are young individuals attracted by the outdoor lifestyles and recreation in Grand County...”(p.14). While open space within communities can offer value, the truly valuable open space is the public lands that surround the Moab area.

“Future Land Use Plan Designations and Map”

A review of the current zoning map shows an extensive amount of land that is zoned Rural Residential. In addition to further limiting the potential to develop a meaningful housing supply, the extensive use of this zoning runs counter to the

General Plan's goal of increasing an adequate supply of housing to meet the community's needs, which includes the development of more affordable housing.

"Compact Housing Near Moab and Rural Development Patterns Further Out"

Although the Rural Residential zone does in part support the General Plan's call-out, "...for urban density neighborhoods, including multi-family housing near Moab with tiers of decreasing density for single-family neighborhoods to the county line", the extensive use of the Rural Residential zone (and to a lesser degree Large Lot Residential) has effectively limited the options for developing higher density single-family neighborhoods that would help span the gap between high density housing and the more expensive houses that are often sited on larger parcels.

A lot of the rural feeling in Spanish Valley has already been lost in the past few decades and it is not difficult to posit that it will continue to transition to higher density use in the coming years. San Juan County will continue to allow housing development, much at higher densities than is currently allowed in Grand County's Rural Residential zone, and many of these new residents will travel to Moab via Spanish Valley Drive and Highway 191.

"Affordable Housing"

The General Plan advocates for the development of affordable housing. While it would be a huge challenge to provide housing for all residents that consumes, "...no more than 30 percent of their gross annual household income..." the change in zoning to SLR would align with many of the prescriptions and goals in the "2017 Moab Area Affordable Housing Plan":

- Lot size: "Large lots lead to urban sprawl. Extension of utilities, longer streets and sidewalk, and a lack of compact design all cost the developer money and add maintenance costs to the local jurisdiction. Conversely, small lots increase land use efficiently."
- Density:
 - "Generally, a higher number of dwellings per acre will lead to lower housing costs, lower costs of installation and maintenance of utilities, and is an efficient use of all services."
 - "Current density barriers include those associated with: Planned Unit Developments..." (This is very true in regard to a PUD that can be developed in the Rural Residential zone.)
 - "Increase zoning densities along major transportation corridors..." (Spanish Valley Drive is a major corridor.)

- Missing Middle Housing: *“...a range of multi-unit...housing types compatible in scale with single-family homes...”* (Note: the Conceptual Plan includes duplex lots.)
- *“Provide greater flexibility in the...County land use codes to support residential and mixed-use developments.”*
- *“Create and protect enough affordable housing in the Moab Area so that it is not a limiting factor for the community’s evolution.”*
- *“Expand the housing stock through the development of compact, walkable neighborhoods served by reliable infrastructure.”*
- *“Adopt and amend local land use regulations to provide more opportunities for affordable housing development.”*

“Opportunities for Economic Vitality”

A rezone to SLR will facilitate the development of more affordable lots and housing, which in turn will support the needs of the employees who will maintain and build the economic vitality of the area.

General Plan – economics and demographics:

Within the Economic and Demographic Trend Summary section is information about the age groups that are primarily moving to the County:

“Examining the population change by age group shows that two age groups are moving to the area: baby boomers and young adults. Nearly half of new residents moving to Grand County are between the ages of 18 and 29.” (p.14)

And, following a table that indicates a negative population change from 2000-2010 for ages 0-17:

“The negative growth rate in the bottom to age groups could spell decreasing enrollment in area schools, unless the swelling number of young adults can establish themselves in Grand County and remaining through their 30’s and 40’s.” (p.15)

Clearly, providing adequate housing options would be an important aspect of encouraging young adults to “establish themselves in Grand County.”

The General Plan did elucidate the potential impacts to the housing market due to being a community that draws “part-time residents,” which reinforces the importance of having a percentage of deed-restricted properties in future developments:

“According to the 2010 Census, part-time retirement homes and vacation homes made up 12% of the county’s housing stock. While this may not seem like a significant portion of the housing stock, even a small external demand for housing units does seriously impact housing prices in a relatively small market.” (p.18)

“Grand County’s landscape and moderate climate make it very appealing to out-of-area-investors. Consequently, the local housing market has experienced increased external market demand for second/seasonal homes, retirement homes, and general investment properties. External-market real estate purchasers have the ability to bid higher purchase prices than those supported by prevailing wages in the local market.” (p.18)

General Plan – economics, vision, goals and strategies:

The General Plan breaks down the components of the local economy and the importance of improving varied business segments. Whether the economic drivers for the county rely on tourism, the locally employed (construction, BLM, medical, etc.), or residents with outside incomes (retired, remote workers), it is important for all of these individuals to be able to find appropriate housing if the local economy is to remain robust.

Providing effective housing and land development policies is essential to support the people (business owners, employees, residents in general) who will fulfill many of the stated goals and strategies in the Plan that pertain to creating a, **“...diverse, prosperous, and sustainable economy.”** (pp.38-39):

- *“Locally-owned businesses are the economic engines of the community.”*
- *“Existing and new businesses tap new markets for locally produced goods and services, providing the basis for year-round prosperity and more high-paying jobs.”*
- *“Support and participate in the established economic development efforts of local, regional and state government agencies to enhance businesses and attract new businesses.*
- *“Foster a business-friendly atmosphere where entrepreneurs can thrive.”*

A rezone of the property to SLR will help provide the housing that is required to support the above-quoted goals.

General Plan – Chapter 5: Fiscal Impact of Development Patterns:

This part of General Plan has a number of pages that basically boil down to saying that denser developments should be sited closer to towns and population

centers to reduce operational expenditures (public safety, roads and bridges, fire and EMS, etc.) for the county.

“A future development pattern that concentrates growth near municipalities and within primary transportation corridors will cost less to provide with county roads than dispersed development and will save the county money.”

Although the land under consideration for a rezone is not “close” to Moab, per the dictates of the General Plan, it is closer to two of the three “rural centers” that are proposed in the General Plan: one in the vicinity of the intersection of Spanish Valley Drive and Spanish Trail Road and another near Lemon Lane. (The subject property is also only about 2,300 feet (.43 miles) from the “High Density Housing Overlay – ELIGIBLE PROPERTIES.”)

This section of the General Plan is somewhat shortsighted, as it seems to completely ignore the fact that if Moab-area residents are forced to move to San Juan County to find suitable housing the costs to Grand County may well be higher than if they found housing closer to Moab. Plus, the property taxes collected in San Juan County would not do as much to offset the costs to Grand County.

Thus, a rezone of the property to SLR, would counter some of the cost concerns expressed in this chapter.

6. Should the development be annexed to a city? Not at this time.

7. Is the proposed density and intensity of use permitted in the proposed zoning district?

The proposed density and intensity, as illustrated in the aforementioned Conceptual Plan for Rezone, would be permitted in the proposed zoning district (SLR). While the Plan is not set in stone, any alternative plan would also comply with the rules of the SLR zone.

8. Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts?

Environmental considerations:

The Applicant believes that a tighter density development, which would be allowed with a rezone to SLR, would lessen some potential environmental impacts than if the land were developed under the current Rural Residential zoning:

- As mentioned above, a residential development on the subject property would create housing that is closer to Moab than if

homeowners were to live in San Juan County. This would reduce the impact to Grand County roads and reduce the amount of pollution emitted as residents drive fewer miles to reach the main population center. (There would also be a reduced use of Grand County EMS and Fire, if called to serve residents of San Juan County).

- Smaller lots are a more efficient use of space and require less maintenance and irrigation on a per dwelling basis.
- Smaller lots will encourage the building of smaller homes, which are more efficient on a per dwelling basis.

Scenic quality impacts:

Currently, the land is fallow agricultural land with no plans to return it to production. It has no water rights associated with it. It is just a big, empty, flat lot.

With exception of “agricultural lands” (which is debatable considering the Applicant has no plan to return the land to production), the land has none of the “higher priority” types of open-space listed in the General Plan, which include: riparian areas, 100-year floodplain, trail corridors, ridgelines, historic or archeological sites, geologic hazard areas or steep slopes.

The Applicant believes that converting the land to a higher and more productive use would have little adverse impact on surrounding properties, and provide housing that is much-needed in the community.

9. Are the proposed uses compatible with the surrounding area or uses; will there be adverse impacts; and/or can any adverse impacts be adequately mitigated?

The Applicant believes that the proposed zone change to SLR will allow for the development of a neighborhood that will be compatible with the surrounding uses.

While a development on the property under the SLR zone would result in smaller lots overall than those typically found in the surrounding area, the Applicant contends that the impact will not be adverse to the area. The minimum lot size is .2 acres in the SLR zone and will still fit into an area that is predominantly single-family housing.

The biggest change will be noted by those driving along Spanish Valley Drive, but the development envisioned in the Conceptual Plan will frontload the largest lots along this main artery, and they will be screened by trees or a wall, and be set

back enough to accommodate future expansion of the road and the addition of a trail.

Some of the developments that exist along Spanish Valley Drive include:

- The Pueblo Verde Subdivision, which is located about one tenth of a mile to the east, consists of .34 to .38 acre residential lots that are front-loaded along Spanish Valley Drive.
- The Blu Vista Casitas Subdivision, which is located just over one tenth of a mile to west, consists of half-acre residential lots sited along Spanish Valley Drive. Although currently there is a buffer zone between Spanish Valley Drive and the subdivision, it looks like this buffer would be consumed if Spanish Valley Drive is expanded and a trail were installed on the south side of the road.
- Rim Village Townhomes, located about a mile to the north, presents a higher density development than what is possible for the subject property if rezoned to SLR. Plus, some of the townhomes offer nightly rentals, which increase the impact to the community.

Additionally, the subject property is only about a quarter mile from the county line (or about one half a mile if one follows Spanish Valley Drive). The future development possibilities in San Juan County have greater potential to adversely impact the surrounding area.

Spot zoning...

One expected counterpoint to this zone change request is that some may consider it an act of “spot zoning,” which is defined in the Land Use Code as,

“Where a particular small tract within a large district is specifically zoned so as to impose upon it restrictions not imposed upon the surrounding lands, or grant to it special privileges not granted generally, not done in pursuance of any general or comprehensive plan.”

While it could be debated whether an 11-acre lot is “small,” the more cogent response is that the General Plan has fallen short in providing, “...*direction for decisions affecting the use and development of land...*” in regard to the County’s evolving housing needs, and therefore should not be fully relied upon to present a roadmap for the community.

As noted above, there is a contradiction in the General Plan. It calls out the importance of providing adequate housing, yet fails to provide a land use density plan that will allow for it. Zone changes in general, and for the subject property

in specific, would help correct this contradiction in the General Plan, advance the welfare of the community, and still conform with the spirit of the General Plan.

The following quotes from the General Plan are worth reprinting here:

“Ample housing choices are designed and priced to fit the range of local earning power, ages, and abilities. Government policies and business decisions result in more affordable housing on-the-ground.”

“Citizens are able to live and work in the county because of a well-planned mix of housing types and price-ranges in diverse and vibrant neighborhoods near employment and services.”

A county’s legislative body has broad discretion in establishing zoning regulations:

“The wisdom of the zoning plan, its necessity, and the nature and boundaries of the district to be zoned are matters which lie solely within the discretion of the [legislative body]”

“Though a [legislative body] may have a myriad of competing choices before it, the selection of one method of solving the problem in preference to another is entirely within the discretion of the [legislative body]; and does not, in and of itself evidence an abuse of discretion.”

Tolman v. Logan City, 2007 UT App 260, ¶ 14, 167 P.3d 489

10. Are adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone? If utilities are not available, could they be reasonable extended? Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed development?

Utilities:

- Grand Water & Sewer Service Agency: Dena Van Horn, of Grand Water & Sewer, confirmed by phone (4 Nov 2021) that they should have no problem supplying water (culinary, irrigation and fire) and sewer for a subdivision with up to 50 lots (Applicant’s Representative gave a high estimate to be safe). (See preliminary will serve letter, below.)
- Dominion Energy (Gas): Callie Whitney, of Dominion Energy, confirmed by email (26 Jul 2021) that Dominion would be “happy” to provide gas service to a new subdivision with up to 55 lots (Applicant’s Representative gave a high estimate to be safe).

- Rocky Mountain Power: RMP has not returned Applicant's phone call yet, but power is not expected to be an issue.

Roads:

- Spanish Valley Drive: The Applicant understands that some land may need to be dedicated for the ROW for Spanish Valley Drive to accommodate future expansion plus the addition of a sidewalk or trail.
- Moffitt Lane: Applicant understands that Moffitt Lane will likely need to be reconstructed to county standards if developed under SLR zoning, , and that this would be paid for by the project. (Improvements to Moffitt Lane would also benefit current residents in the area who have asked that the county improve the road.)

-- END --

GENERAL REZONE APPLICATION

Shumway Property, LLC
4400 S. Spanish Valley Drive, Moab UT 84532
Parcel 02-0026-0040 (11.01 acres)

Articles re Housing Crisis

The Times-Independent, "*Half of Moabites can't afford housing,*" published October 29, 2020. The article is primarily focused on Kaitlyn Myers' presentation of the findings of the Moab Area Housing Task Force to the Moab City Council and the Grand County Commission:

"The gap between the average wage and the median home price is even larger; two people both with a typical Moab wage could not combine their earnings to afford an average house in Moab, according to the report. By 2030, a typical house in Moab may be too expensive for even a household of three conventional workers to afford."

"Myers said during a report to the county commission that the area needs more housing for people earning more than the area's median income, "but," she told commissioners, "you can see that we also need a lot of new housing for people that are lower incomes, especially" for people who earn less than 30% of the area's median wage."

"The report shows not only that the current gap between wages and housing prices is dire, it puts in sharp detail how quickly the two could diverge in the near future, as well."

"...studies showed that the cheapest home sold in 2017 was too expensive for half of Grand County residents and that the county had the largest shortfall between the area's typical income and the area's typical rent of any county in Utah in 2018 — including those on the Wasatch Front."

The Times-Independent, "*Moab's housing crises create a hiring crisis,*" published May 20, 2021:

"Across Moab, employers large and small, public and private are struggling to hire and hang on to new employees. The primary identified culprit: the city's tight housing market and skyrocketing real-estate costs."

*“Grand County’s Human Resources Director Renee Baker...Baker estimated that **roughly 20% of people offered a job at the county decline it due to housing costs and paucity.**”*

*“And even after employees begin working, employers aren’t necessarily in the clear. Katherine Sullivan, Moab Regional Hospital’s Director of Human Resources, wrote in an email that **the hospital has lost nine employees to housing issues this past year alone.**”*

KUTV, “Moab housing among the most expensive in Utah, hurting locals looking for a place,” published August 22, 2021:

*“Of the 29 counties in Utah, **one of the most expensive for housing is Grand County** — home of Moab, the popular tourist destination.”*

*“The latest data show **the median price of a home in that county in June was \$584,500**, according to the Utah Association of Realtors, which was the fourth highest in the state. Only Summit, Wasatch, and Morgan counties were higher.”*

*“**Somebody wants to live in Moab and has a job, but they get here and they can’t find a house - whether it is to rent or to buy - and so they bounce. They leave,**” [Moab Mayor] Niehaus said. “A lot of the stories of people not being able to find a home have bounced out of town and, unfortunately, that’s the reality in Moab.”*

Example of a layout for a PUD that is allowed by current zoning.

Spanish Valley Drive

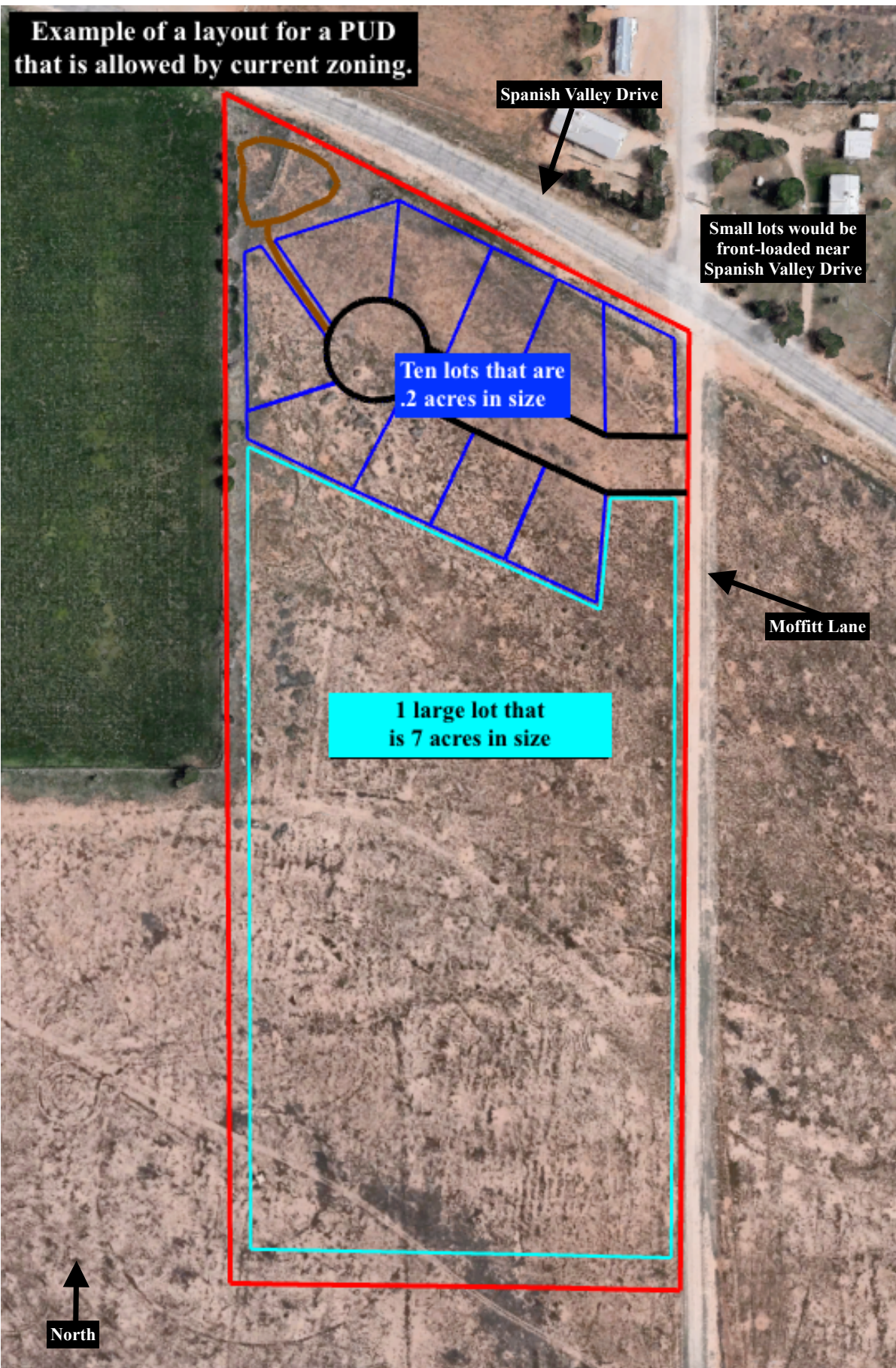
Small lots would be front-loaded near Spanish Valley Drive

Ten lots that are .2 acres in size

1 large lot that is 7 acres in size

Moffitt Lane

North





Grand Water & Sewer Service Agency

3025 E Spanish Trail Rd. PO Box 1046 Moab, Utah 84532
435-259-8121 telephone 435-259-8122 fax

PRELIMINARY

APPLICATION FOR WATER AND/OR SEWER SERVICE AVAILABILITY

Date: Nov 9, 2021

Property Owner: Jim Schnepel

Mailing Address: PO Box 494

City: Kamas State: Utah Zip: 84036

Telephone: 801-231-3666

E-mail: _____

Contact Person (if different): _____

Contact Phone: _____

Service Address: 4400 S. Spanish Valley Drive

Parcel Number: 02-0026-0040

Number of Units: 50

Requested Services: Water & Sewer Water Only Sewer Only

Project Type: Residential Commercial Industrial

Type of Business: _____

Meter Size Requested: 5/8" x 3/4" 1" 1.5" 2" Other

Authorized Signature: _____

Date: 11-9-2021

This approval is PRELIMINARY proof of service availability. GWSSA REQUIRES A WILL SERVE APPLICATION, FEE AND DEVELOPMENT REVIEW PRIOR TO FINAL APPROVAL.










Photo	MLS#	List Price	Status	Style	Tot SqFt	Sold Price	NS/EW	Photos
	Address			City, State		Acres	Tour/Open	Gar/Prt
	Bd/Bth/Fm	Bsmt/%Fin	List DT	Sold DT	Year Bilt	Type		
	1757715	\$425,000	Active	Split-Entry/Bi-Level	2,500	\$0	/	4
	452 Park Dr			Moab, UT		0.17	None	1/0
	4/2.00/1	/100%		07/26/2021		1970 ⓘ	Single Family	
	1768667	\$479,000	Active	Rambler/Ranch	1,648	\$0	589 S / 589 W	45
	589 Huntridge Dr			Moab, UT		0.23	None	0/1
	3/2.00/1	/%		09/09/2021		1956 ⓘ	Single Family	
	1743656	\$489,000	Active	Manufactured	1,501	\$0	/ 2739	18
	2739 Nuevo Ct #2			Moab, UT		0.64	View Tour	2/0
	3/2.00/1	/%		05/21/2021		2021	Single Family	
	1743658	\$495,000	Active	Manufactured	1,501	\$0	/ 2771	18
	2771 Nuevo Ct #5			Moab, UT		1.00	View Tour	2/0
	3/2.00/1	/%		05/21/2021		2021	Single Family	
	1775438	\$499,000	Active	Rambler/Ranch	1,524	\$0	S / E	45
	1182 Austin Dr			Moab, UT		0.25	View Tour	2/0
	4/2.00/1	/%		10/13/2021		2004	Single Family	
	1777521	\$550,000	Active	Rambler/Ranch	1,352	\$0	3593 / 3593	25
	3593 E Kerby Ln			Moab, UT		1.00	None	0/1
	3/2.00/0	/%		10/29/2021		1981	Single Family	
	1772331	\$575,000	Active	Tri/Multi-Level	2,592	\$0	S / W	36
	2450 San Jose Rd			Moab, UT		1.00	None	1/0
	4/3.00/1	/70%		10/01/2021		1978	Single Family	
	1775661	\$575,000	Active	Manufactured	1,920	\$0	S / E	52
	3427 Lemon Ln			Moab, UT		1.05	View Tour	1/0
	3/3.00/1	/%		10/15/2021		2016	Single Family	

Photo	MLS#	List Price	Status/Type	Lease Pr	Price per	Zoning	
	Address		City, State		Acres	NS/EW	Tour/Open
	Lot	Plat	Water	Utilities		Sold Price	
	1778268	\$179,000	Active / Exclusive	0.00			
	2233 S Rio Verde		Moab, UT		0.30	2233 /	None
	4	SOLANO VALLE	Culinary Available	Gas: Available; Gas: Not Connected; Power: Available; Power: Not Connected; Sewer: Available; Sewer: Not Connected; Sewer: Private			\$0
	1777076	\$209,000	Active / Exclusive	0.00			
	3401 Westwater Dr		Moab, UT		0.39	/	None
	20	PUESTA DEL SO	Culinary Available	Gas: Available; Gas: Not Connected; Sewer: Public; Gas: Stubbed; Power: Stubbed; Sewer: Stubbed			\$0
	1751815	\$225,000	Active / Exclusive	0.00		RA-1	
	1289 E Dream Dr		Moab, UT		0.28	S / 1289 E	None
	19-A	MILL CREEK VILI	Culinary Available	Gas: Stubbed; Power: Stubbed; Sewer: Stubbed			\$0
	1746989	\$229,000	Active / Exclusive	0.00	Acre		
	2241 Salida Del Sol		Moab, UT		0.42	/	None
			Culinary Available	Gas: Available; Power: Available; Sewer: Available			\$0
	1776936	\$230,000	Active / Exclusive	0.00	Acre	RR	
	3323 S Creekside Ln		Moab, UT		0.42	/	None
	9	CREEKSIDE EST	Culinary Available	Gas: Available; Power: Available; Sewer: Available; Sewer: Public; Power: Stubbed			\$0
	1758013	\$249,000	Active / Exclusive	0.00		RR	
	4144 Valle Del Sol Dr		Moab, UT		1.00	/	View Tour
			Culinary Available	Gas: Available; Power: Available; Sewer: Available			\$0





UtahRealEstate.com - Brief Report - Land

Nov 9, 2021: 2 year history of sold lots, .2-.25 acres,
located in Grand County in Moab valley
(excludes those that allow for overnight rentals)

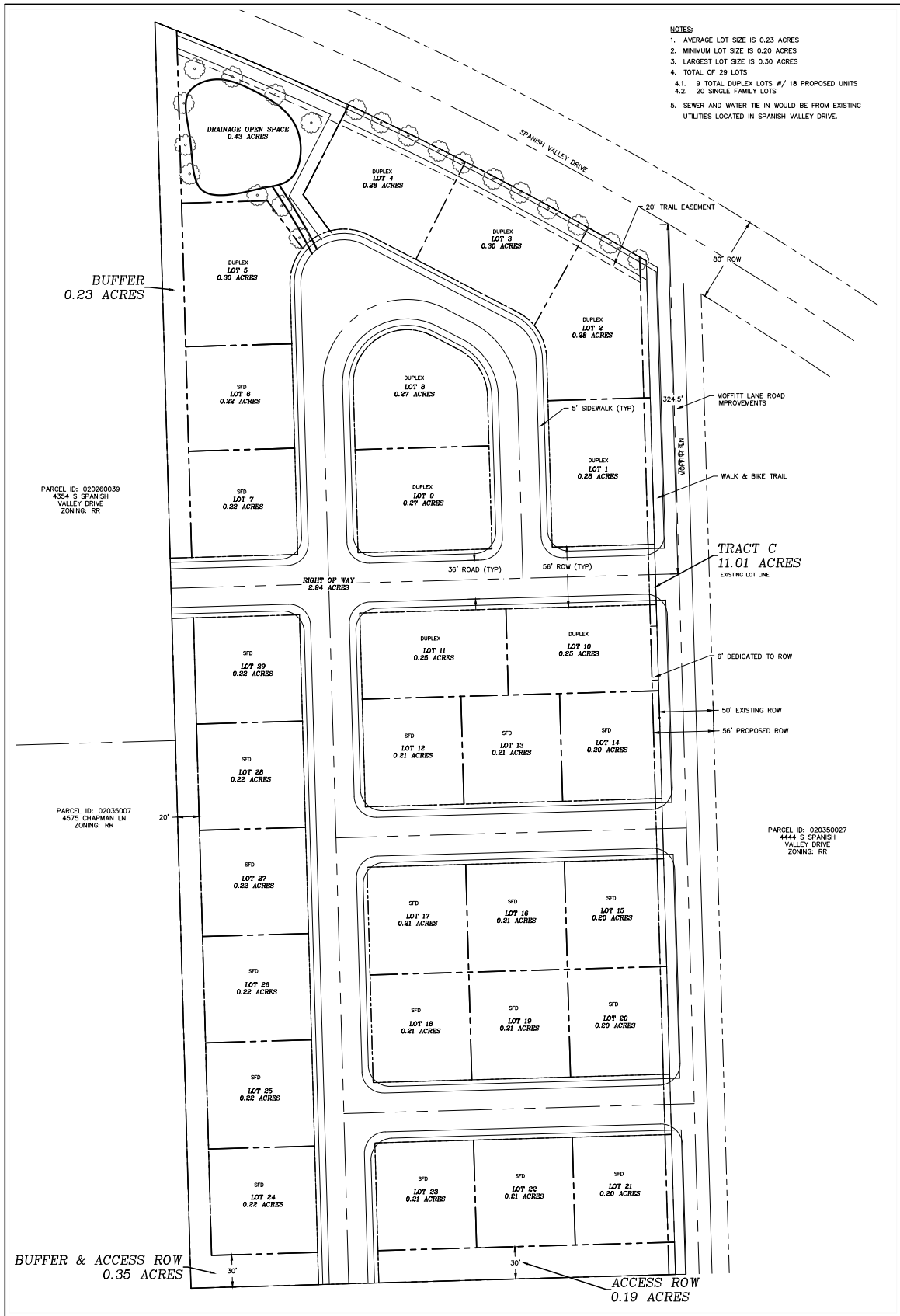
Photo	MLS#	List Price	Status/Type	Lease Pr	Price per	Zoning	
	Address		City, State		Acres	NS/EW	Tour/Open
	Lot	Plat	Water	Utilities		Sold Price	
	1611895	\$124,000 (sold price) \$129,000	Sold / Exclusive R 0.00			SLR	
	3340 Watchman Trail		Moab, UT		0.25	/	None
	12	WATCHMAN EST	Culinary Available	Gas: Stubbed; Power: Stubbed; Sewer: Stubbed			\$124,000
	1720910	\$124,000 (sold price) \$140,000	Sold / Exclusive R 0.00				
	3276 E Desert Willow Dr		Moab, UT		0.24	/	None
	15	RIM VILLAGE VIS	Stubbed	Gas: Available; Power: Available; Sewer: Available			\$124,000
	1589136	\$135,000 (sold price) \$145,000	Sold / Exclusive R 0.00			RA-1	
	1298 E Dream Dr		Moab, UT		0.20	1298 S / 1298 E	None
	5	MILLCREEK VILL	Connected	See Remarks; Gas: Available; Gas: Not Connected; Power: Available; Power: Not Connected; Sewer: Available; Sewer: Public; Gas: Stubbed; Power: Stubbed; Sewer: Stubbed			\$135,000
	1725406	\$142,000 (sold price) \$149,000	Sold / Exclusive R 0.00			MFR	
	3243 E Meador Dr		Moab, UT		0.23	/ 3243	None
	18	RIM VILLAGE VIS	Culinary Available	Gas: Available; Power: Available; Sewer: Available; Sewer: Public; Power: Stubbed			\$142,000
	1700133	\$180,000 (sold price) \$189,500	Sold / Exclusive R 0.00				
	545 E Peacock Ln		Moab, UT		0.21	S / 545 E	View Tour
	1	MULBERRY GRC	Stubbed	Gas: Stubbed; Power: Stubbed; Sewer: Stubbed			\$180,000
	1736308	\$209,000 (sold price) \$209,000	Sold / Exclusive R 0.00			R2	
	714 N Palisade Dr		Moab, UT		0.22	714 /	None
	54	THE PRESERVE	Culinary Available	Gas: Stubbed; Power: Stubbed; Sewer: Stubbed			\$209,000

UtahRealEstate.com - Brief Report - Land

Nov 9, 2021: 2 year history of sold lots, .9-1.5 acres,
located in Grand County in Moab valley
(does not include those that allow for overnight rentals)

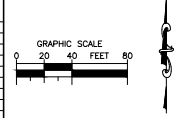
Photo	MLS#	List Price	Status/Type	Lease Pr	Price per	Zoning	
	Address		City, State		Acres	NS/EW	Tour/Open
	Lot	Plat	Water	Utilities			Sold Price
	1731490	\$147,500 (sold price) \$150,000	Sold / Exclusive R	0.00		RR	
	3953 S Spanish Valley Dr		Moab, UT		0.90	/	View Tour
	6	VOTH SUBDIVISI	Connected	Gas: Available; Power: Connected; Sewer: Connected; Sewer: Public			\$147,500
	1614656	\$170,000 (sold price) \$199,000	Sold / Exclusive R	0.00			
	2666 S Desert Rd		Moab, UT		1.20	2666 /	None
		HACKNEY SUBD	Connected; Well(Gas: Available; Power: Available; Sewer: Available			\$170,000
	1761957	\$230,000 (sold price) \$239,000	Sold / Exclusive R	0.00		RR	
	1235 E Knutson Cor		Moab, UT		1.00	/ 1235	None
			Culinary Available	Gas: Stubbed; Power: Stubbed; Sewer: Stubbed			\$230,000
	1725326	\$250,000 (sold price) \$248,000	Sold / Exclusive R	0.00		RR	
	3100 S Rimrock Rd		Moab, UT		1.00	3100 S / 3100 W	None
			See Remarks; Cu	See Remarks; Gas: Available; Gas: Not Connected; Power: Available; Power: Not Connected; Sewer: Available; Sewer: Not Connected; Sewer: Public; Sewer: Stubbed			\$250,000

- NOTES:**
1. AVERAGE LOT SIZE IS 0.23 ACRES
 2. MINIMUM LOT SIZE IS 0.20 ACRES
 3. LARGEST LOT SIZE IS 0.30 ACRES
 4. TOTAL OF 29 LOTS
 - 4.1. 9 TOTAL DUPLEX LOTS W/ 18 PROPOSED UNITS
 - 4.2. 20 SINGLE FAMILY LOTS
 5. SEWER AND WATER TIE IN WOULD BE FROM EXISTING UTILITIES LOCATED IN SPANISH VALLEY DRIVE.



Revisions:

#	DATE	DESCRIPTION



SHUMWAY PROPERTY, LLC
CONCEPTUAL PLAN FOR REZONE
4400 S SPANISH VALLEY DRIVE
GRAND COUNTY, MOAB, UTAH

PLAN NO.
CP 100

Sheet 1 of 1
 Project: 4400 S SPANISH VALLEY
 Date: 11/5/2021
 Drawn By: CP
 Checked By: JG



FOR REVIEW ONLY
NOT FOR
CONSTRUCTION

Agenda Summary
GRAND COUNTY COMMISSION
April 5, 2022
Item F

TITLE:	Adopting Resolution approving the Final Plat of the Smith Minor Subdivision Affecting Parcel Nos. 02-0023-0005 and 02-0023-0009
FISCAL IMPACT:	N/A
PRESENTER(S):	Elissa Martin, Associate Planner, Planning and Zoning

Prepared By:
ELISSA MARTIN

GRAND COUNTY
PLANNING & ZONING

FOR OFFICE USE ONLY:
Attorney Review:

Complete

STATED MOTION:
I move to approve the Findings of Fact set forth in the staff report dated February 1, 2022 and the proposed Resolution approving the Final Plat of the Smith Minor Subdivision with the following conditions:

1. The Owners shall record the Private Access Tract Maintenance Agreement simultaneously with the Final Plat.

STAFF RECOMMENDATION: APPROVE
Final Plat of Smith Minor Subdivision is consistent with requirements set forth in Article 7 – Subdivision Standards, and Article 5 – Lot Design Standards within the Land Use Code.

BACKGROUND:
The property currently consists of two distinct lots – one approximately 2.53 acres and the other 1.04 acres, both zoned Rural Residential (RR). One single family home exists on each property along with accessory structures (detached garage and a shed). The larger lot (2.53 acres) is being subdivided to create one additional lot (2 total), while the 1.04-acre lot is being increased slightly, to create a new 3-lot subdivision.

- ATTACHMENT(S):**
- Staff Report
 - Final Plat
 - Proposed Resolution
 - Title Report (Available Upon Request)
 - Drainage waiver approval (Available Upon Request)



STAFF REPORT

PLANNING & ZONING DEPARTMENT

GRAND COUNTY, UTAH

DATE: February 1, 2022
TO: Grand County Commission
SUBJECT: Final Plat of Smith Minor Subdivision

PROPERTY OWNERS: John & Jana Smith and Jamie Lee Carter & Richard Eric Haycock

PROP. OWNER REP: Jana Smith

PROPERTY ADDRESS: 3711 Kerby Lane Parcel (No. 02-0023-0005), and 3751 E Kerby Lane (Parcel No. 02-0023-0009)

SIZE OF PROPERTY: 2.53 acres, 1.04 acres

EXISTING ZONE: Rural Residential

EXISTING LAND USE: Single Family Residential

ADJACENT ZONING AND LAND USE(S): Rural Residential

APPLICATION TYPE:

Final Plat of Minor Subdivision

STAFF RECOMMENDATION: Approve

APPLICATION PROCEDURE:

Decision Type: Administrative

Public Notices: Public Meeting at:

Planning Commission

County Commission

Public Hearing at:

Planning Commission

County Commission

ATTACHMENTS

- Agenda Summary
 - Final Plat
 - Proposed Resolution
 - Title Report (Available Upon Request)
 - Drainage Waiver approval (Available Upon Request)
-

SUMMARY OF REQUEST

The applicants are requesting approval of the Final Plat for a 3-lot minor subdivision at the east end of Kerby Lane.

This submission is a Minor Subdivision Final Plat, processed within Grand County Land Use Code Article 5 Lot Design Standards, Article 7 Subdivision Standards, and Article 9 Final Plats. The approved application would subdivide one lot into two, each just over 1 acre, and adjust the size of the 3rd lot located at 3751 Kerby Lane (Lot 2).

PROPERTY HISTORY

The properties have existed as residential lots each containing one dwelling unit and accessory structures (a detached garage and a shed)..

SITE IMPROVEMENTS / ADDITIONS / CHANGES

The applicant's property is located at the end of a County Road that dead-ends. A private access tract exists on the applicant's property to provide access to Lot 2 that is currently developed to County Standards. A Maintenance Agreement will be recorded to ensure maintenance of said access way. A drainage waiver has been approved by the County Engineer and no additional site improvements are required.

FINDINGS OF FACT

Project Description

1. **FINDING:** Application is for the Final Plat of the Smith Minor Subdivision, a three-lot subdivision located at the end of Kerby Lane.

Consistency with the General Plan

1. **FINDING:** The proposed subdivision is in conformance with the General Plan insofar as providing opportunities for housing and in terms of density, the subdivision provides for a net density of 1 unit per acre (2 units per 2.53 acres).
 - a) **EVIDENCE:** The property is located within the Rural Residential Future Land use designation, which 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).

Conformance with the Grand County Land Use Code

1. **FINDING:** The proposed subdivision is in conformance with Grand County Land Use Code Article 5 – Lot Design Standards
 - a) **EVIDENCE:** The proposed subdivision will create two lots (Lot 1 & 3); each 1 acre or more with the required frontage along the Private Access Tract.
 - b) **EVIDENCE:** The boundary line adjustment results in Lot 2 containing 1.50 acres.
2. **FINDING:** The proposed subdivision is in accordance with Land Use Code Article 7 - Subdivision Standards.
 - a) **EVIDENCE:** The proposed final plat includes approved access by way of existing Private Access Tract consistent with Grand County Land Use Code section 7.3.11 and Grand County Construction Code standards section I.A.3.
 - b) **EVIDENCE:** The proposed subdivision meets the requirements for drainage per section 7.7.1. of the Land Use Code by way of County Engineer approved Drainage Waiver as described in section II.E.1.
3. **FINDING:** The proposed subdivision is in accordance with the Land Use Code Article 9, Administration and Procedure, including Section 9.5 Final Plat.
 - a) **EVIDENCE:** The applicant submitted documents for review and approval per requirements in the LUC Article 9.1.3., Minimum Submission Requirements and Article 9.5.1, Final Plat Submittal Requirements
 - b) **EVIDENCE:** Final Plat application documents that were determined complete and approved by Planning staff on December 6th, 2021; within 12 months of the Preliminary Plat as required by LUC Article 9.5.2, Application Review Procedures.

APPLICATION MATERIALS for APPROVAL

- Final Plat (Sig)

- Proposed Resolution (Sig)

Vicinity Map



GRAND COUNTY, UTAH
RESOLUTION NO. _____ (2022)

APPROVING THE FINAL PLAT of the SMITH MINOR SUBDIVISION

WHEREAS, the previously named Grand County Council (“County Council”) adopted the Grand County General Plan (“General Plan”) on April 6, 2004, with Resolution No. 2654, as amended by Resolution No. 2976;

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

WHEREAS, John Lynn Smith and Jana Lee Smith, owners of record of Parcel No. 02-0023-0005 (“Property A”), and Jamie Lee Carter and Richard Eric Haycock, as Joint Tenants of Parcel No. 02-0023-009 (“Property B”), are the “Owners” of land located in the Rural Residential District in Grand County, Utah, which parcels are more specifically described as:

PROPERTY A:

(Parcel No. 02-0023-0005)

BEGINNING AT A CORNER ON THE SOUTH LINE OF SECTION 23, SAID CORNER BEARS SOUTH 89 DEG. 53'00" EAST 350.0 FEET FROM THE SOUTHWEST CORNER OF SECTION 23, T26S. R22E. SLM, AND PROCEEDING THENCE NORTH 00 DEG. 03'00" WEST 221.0 FEET, THENCE SOUTH 89 DEG. 53'00" EAST 257.80 FEET, THENCE SOUTH 00 DEG. 03'00" EAST 38.86 FEET TO A CORNER, THENCE WITH A FENCE NORTH 89 DEG. 29'10" EAST 95.34 FEET TO A FENCE CORNER, THENCE WITH A FENCE NORTH 00 DEG. 20'20" WEST 56.61 FEET TO A FENCE CORNER. THENCE WITH A FENCE NORTH 85 DEG. 26'12" EAST 146.15 FEET TO A FENCE CORNER, THENCE WITH A FENCE SOUTH 00 DEG.20'00" EAST 251.63 FEET TO A FENCE CORNER, THENCE WITH THE SOUTH LINE OF SAID SECTION 23 NORTH 89 DEG. 53'00" WEST 499.80 FEET TO THE POINT OF BEGINNING

PROPERTY B:

(Parcel No. 02-0023-0009)

BEGINNING AT A CORNER ON THE SOUTH LINE OF SECTION 23, SAID CORNER BEARS NORTH 73 DEG. 25'37" EAST 633.88 FEET FROM THE SW CORNER OF SECTION 23, T26S, R22E, SLM AND PROCEEDING THENCE NORTH 00 DEG. 03'00" WEST 227.77 FEET, THENCE SOUTH 89 DEG. 53'00" EAST 240.00 FEET, THENCE WITH A FENCE SOUTH 00 DEG. 20'00" EAST 158.27 FEET TO A FENCE CORNER, THENCE WITH A FENCE SOUTH 85 DEG. 26'12" WEST 146.15 FEET TO A

FENCE CORNER, THENCE WITH A FENCE SOUTH 00 DEG. 20'20" EAST 56.61 FEET TO A FENCE CORNER, THENCE WITH A FENCE SOUTH 89 DEG. 29'10" WEST 95.34 FEET TO THE POINT OF BEGINNING.

WHEREAS, the Owners submitted an application for a Minor Subdivision to divide Property A into two separate parcels and adjust the boundary of the adjacent parcel, Property B;

WHEREAS, the application is subject to the criteria established by Ordinance 646, adopted on September 21, 2021 and incorporated into the LUC Section 9.3 Minor Subdivision; minimum lots sizes in the Rural Residential District are set forth in LUC Section 5.4 (43,560 SF);

WHEREAS, the Grand County Planning and Zoning Department has determined the application complies with the requirements of the LUC; and

WHEREAS, the Grand County Commission has considered the application and supporting documents in a public meeting on April 5, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Grand County Commission hereby grants approval of the Final Plat of Smith Minor Subdivision with the following condition:

1. The Owners shall record the Private Access Tract Maintenance Agreement to benefit Lots 1, 2, and 3, Smith Minor Subdivision, simultaneously with the Final Plat.

ADOPTED by the Grand County Commission in open session of a public meeting this 5th day of April 2022 by the following vote:

Those voting aye: _____

Those voting nay: _____

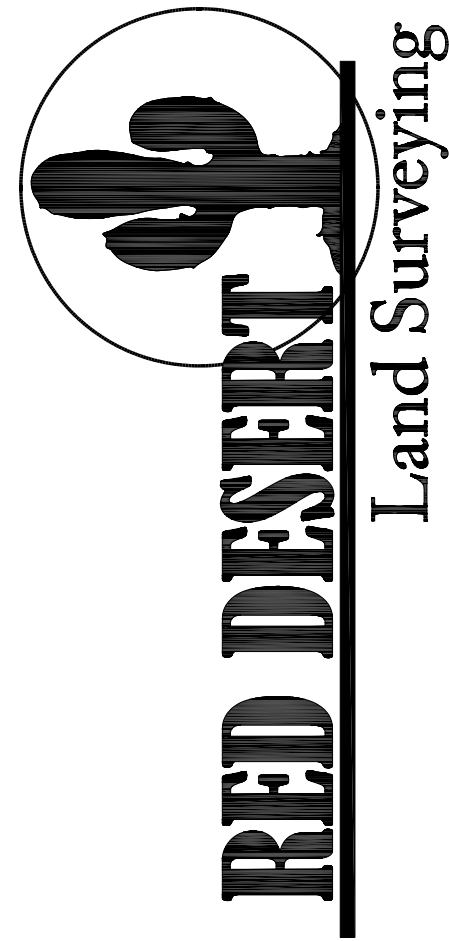
Those absent: _____

Grand County Commission

ATTEST:

Jacques Hadler, Chairman

Gabriel Woytek, Clerk/Auditor



88 East Center Street
Moab, UT 84532
435.259.8171

STANDARD LEGEND

- PROPP. CORNER FOUND
- PROPP. CORNER SET
- MAC NAIL FOUND
- MAC NAIL SET
- BLOCK CORNER
- SECTION CORNER MONUMENT
- PROPERTY LINES
- EASEMENTS
- PROPERTY ADJOINING

PROJECT TYPE:
SUBDIVISION

PROJECT ADDRESS:
SMITH
3711 Kerby Lane
Moab, Utah 84532
CARTER
3751 Kerby Lane
Moab, Utah 84532

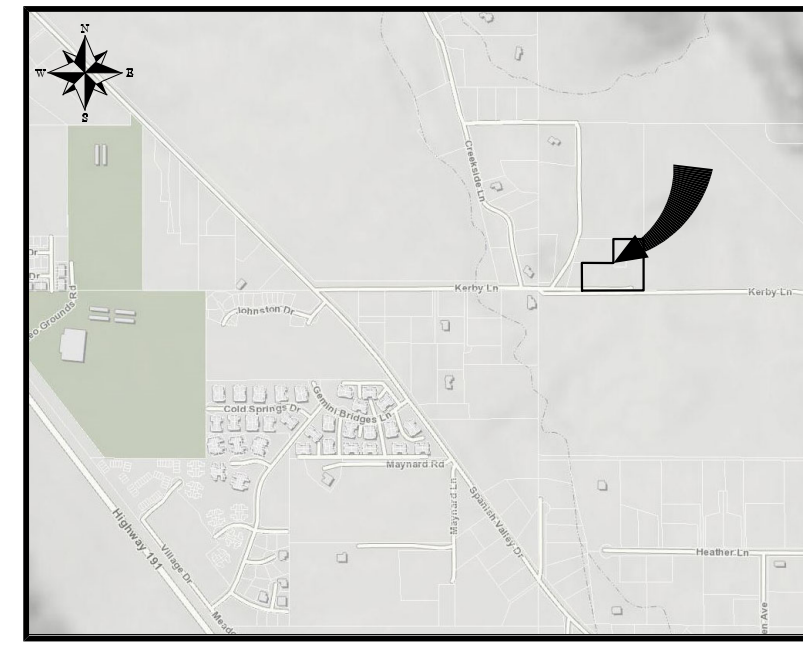
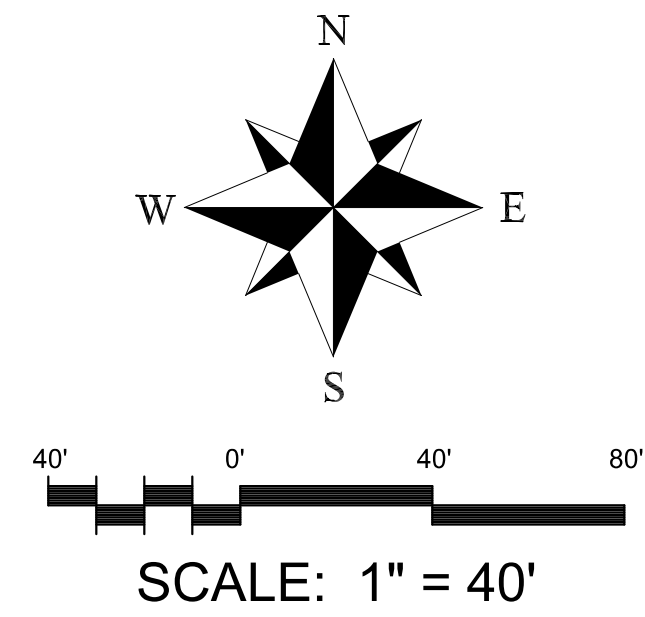
PROJECT LOCATION:
GRAND COUNTY, STATE OF UTAH

PREPARED FOR:
SMITH/CARTER

DATE:
03/10/2022

JOB NUMBER:
186-21

SHEET 1 OF 1

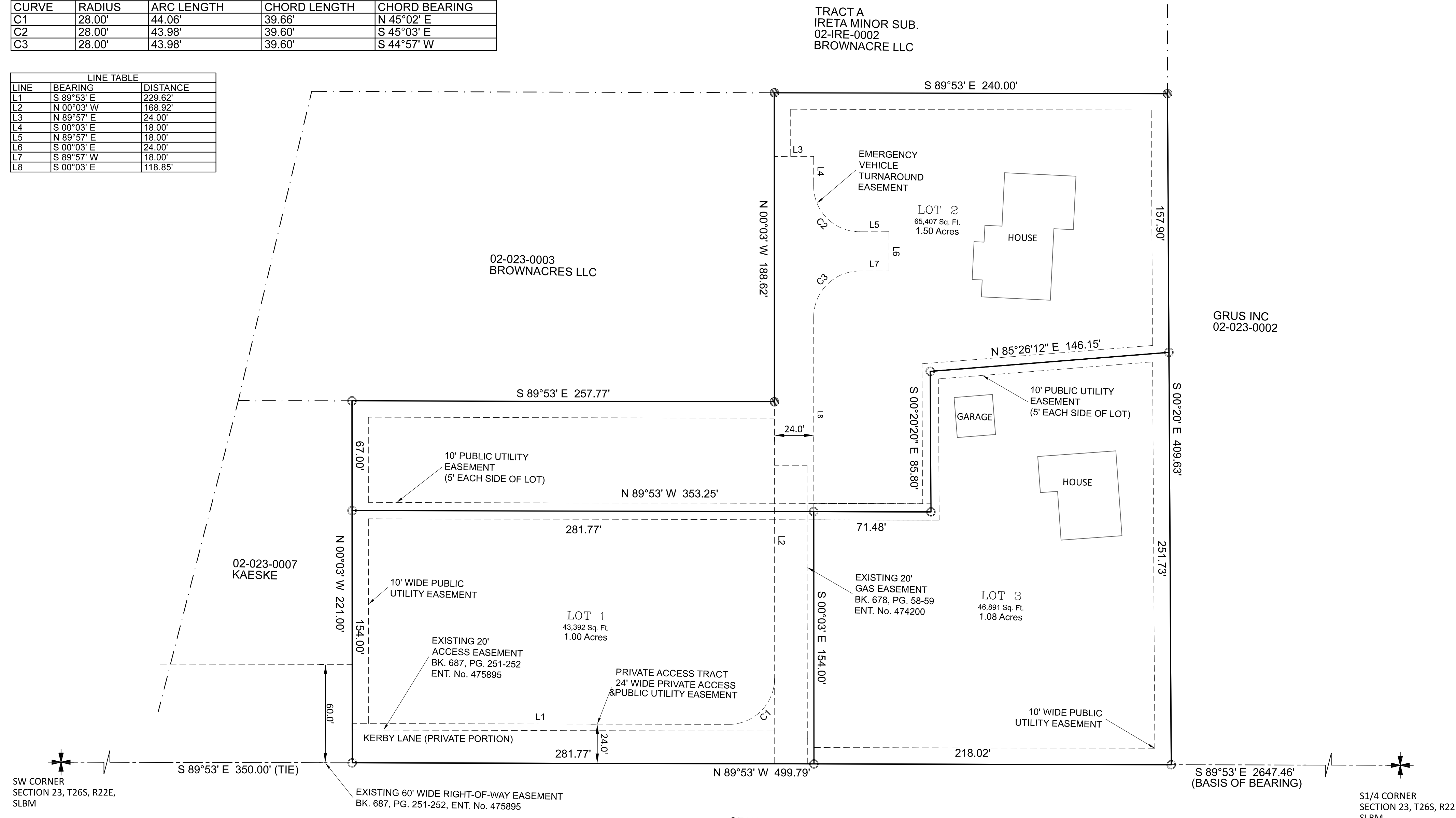


FINAL PLAT OF
SMITH MINOR SUBDIVISION

A SUBDIVISION OF LAND LOCATED IN THE
SOUTHWEST QUARTER OF
SECTION 23, T26S, R22E, SLB&M

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	28.00'	44.06'	39.66'	N 45°02' E
C2	28.00'	43.98'	39.60'	S 45°03' E
C3	28.00'	43.98'	39.60'	S 44°57' W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 89°53' E	229.62'
L2	N 00°03' W	168.92'
L3	N 89°57' E	24.00'
L4	S 00°03' E	18.00'
L5	N 89°57' E	18.00'
L6	S 00°03' E	24.00'
L7	S 89°57' W	18.00'
L8	S 00°03' E	118.85'



SURVEYOR NOTES

A SUBDIVISION LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN.

THE BASIS OF BEARING IS SOUTH 89°53'00" EAST BETWEEN THE SOUTHWEST CORNER AND THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN.

THE INTENT OF THE PLAT IS TO DO BOUNDARY LINE ADJUSTMENT BETWEEN PARCELS 02-0023-0009 AND 02-0023-0005. THE SECOND INTENT IS TO DIVIDE PARCEL 02-0023-0005 INTO TWO LOTS. ONLY ONE NEW BUILDING LOT IS CREATED WITH THIS PLAT.

PLAT NOTES:

1. THE PRIVATE ACCESS TRACT IS SUBJECT TO THE MAINTENANCE AGREEMENT RECORDED IN THE REAL PROPERTY RECORDS OF GRAND COUNTY.

SURVEYOR'S CERTIFICATE

SURVEYOR'S CERTIFICATION

I, Lucas Blake, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7540504, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described herein, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as **SMITH MINOR SUBDIVISION** and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

Lucas Blake
License No. 7540504

DATE

SUBDIVISION BOUNDARY LEGAL DESCRIPTION

Beginning at a corner on the South line of Section 23, said corner bears South 89°53'00" East 350.00 feet from the Southwest corner of Section 23, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and proceeding thence North 00°03'00" West 221.00 feet; thence South 89°53'00" East 257.77 feet; thence North 00°03'00" West 188.62 feet; thence South 89°53'00" East 240.00 feet; thence South 00°20'00" East 409.63 feet; thence North 89°53'00" West 499.79 feet to the point of beginning, having an area of 155,691 Sq. Ft., 3.57 Acres.

OWNER'S DEDICATION

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into lots, parcels and streets, together with easements as set forth to be hereafter known as

SMITH MINOR SUBDIVISION

and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owners also hereby convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owners also hereby convey any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

JOHN LYNN SMITH
PARCEL 02-0023-0005

JANA LEE SMITH
PARCEL 02-0023-0005

JAMIE LEE CARTER
PARCEL 02-0023-0009

RICHARD ERIC HAYCOCK
PARCEL 02-0023-0009

ACKNOWLEDGMENT

STATE OF _____ } s.s.
COUNTY OF _____

ON THE _____ DAY OF _____, 2022, PERSONALLY APPEARED BEFORE ME, JOHN LYNN SMITH & JANA LEE SMITH AS JOINT TENANTS AND NOT AS TENANTS IN COMMON, WHOM DID ACKNOWLEDGE TO ME THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC _____

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF _____ } s.s.
COUNTY OF _____

ON THE _____ DAY OF _____, 2022, PERSONALLY APPEARED BEFORE ME, JAMIE LEE CARTER, AN UNMARRIED WOMEN AND RICHARD ERIC HAYCOCK, AN UNMARRIED MAN, AS JOINT TENANTS, WHOM DID ACKNOWLEDGE TO ME THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC _____

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

COUNTY ENGINEERS APPROVAL
APPROVED BY THE GRAND COUNTY ENGINEER THIS _____ DAY OF _____, 20____.

GRAND COUNTY COMMISSION
PRESENTED TO THE GRAND COUNTY COMMISSION THIS _____ DAY OF _____, 20____. SUBDIVISION APPROVED.

GRAND COUNTY RECORDER
STATE OF UTAH, GRAND COUNTY, RECORDED AT THE REQUEST OF _____
DATE _____ BOOK _____ PAGE _____ FEE _____

December 10, 2021

Subject: Smith Subdivision – Drainage Waiver Request

Elissa Martin, Grand County Planning and Zoning
Grand County
125 E. Center
Moab, Utah 84532

Dear Elissa:

I have reviewed the request for a drainage waiver request and preliminary plat. The submitted information meets the requirements for a drainage request. The waiver is recommended.

Specifically, per the Grand County Construction Standards Section II, Par. E. 1 requirements listed below:

- (a) The amount of the impervious surface will not be increased to more than 15 percent of the lot area and is less than 7,000 square feet. – requirement met
- (b) The site is not characterized by unusual topography or drainage patterns. – requirement met
- (c) The site does not lie within the boundaries of the 100 year floodplain or other significant floodplain or floodway. – requirement met

If you have any questions or concerns, please feel free to contact me.

Sincerely,
HORROCKS ENGINEERS



David Dillman, PE
Principal

Attachment:
cc: file

**PRIVATE ACCESS TRACT
MAINTENANCE AGREEMENT
SMITH MINOR SUBDIVISION**

This **Private Access Tract Maintenance Agreement** is made _____, 2022 by and between **John Lynn Smith and Jana Lee Smith** (collectively “Smith”) and **Jamie Lee Carter and Richard Eric Haycock** (collectively “Carter”), for the purpose of governing the maintenance, repair, and improvement of a shared driveway.

WHEREAS, Smith owns real property located in Grand County, Utah known as Lots 1 and 3, Smith Minor Subdivision (“Lots 1 and 3”), according to the final plat thereof recording in the real property records of Grand County, Utah (the “Final Plat”);

WHEREAS, Carter owns real property located in Grand County, Utah known as Lot 2, Smith Minor Subdivision, according to the Final Plat (“Lot 2”);

WHEREAS, the Parties share a driveway and desire to memorialize their agreement regarding its maintenance, repair, and improvement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree that Lots 1, 2, and 3, and the owners thereof, shall be bound by the terms and conditions of this Maintenance Agreement in perpetuity:

1. **Descriptions.** Lots 1, 2, and 3 share a private driveway approximately 282’ long, shown as the Private Access Tract on the Final Plat, which is further encumbered by a Public Utility Easement as noted on the Final Plat.

2. **Maintenance:** The Owners of Lot 1, 2, and 3 shall be jointly and severally responsible for the maintenance, repair, and improvement of the Private Access Tract and Public Utility Easement. All costs to maintain, repair or improve the roadway 270.27 feet along the South property line of the Subdivision will be borne equally by the Owners of Lots 1, 2, and 3. All costs to maintain, repair or improve the roadway 154.0 feet along the East portion of the subdivision shall be borne equally by Owners of Lots 1 & 2. Grand County shall not be responsible for any such maintenance, repair, or improvement of the Private Access Tract or Public Utility Easement.

3. **No Obstruction:** The Owners shall not obstruct or permit the obstruction of any portion of the Private Access Tract or Public Utility Easement.

4. **Binding Effect; Transferees, Successors and Assigns:** The intent of this agreement is to bind and benefit the owners and occupiers of all four parcels and their transferees, successors and assigns.

Agenda Summary
GRAND COUNTY COMMISSION
April 5, 2022
Item No. G

TITLE:	Adopting a Resolution approving the Final Plat and SIA for Phase II, Viewgate Terrace Subdivision, an HDHO Development located on Parcel No. 02-0VGT-0003, and Declaration of Covenants, Conditions, Restrictions, and Easements for the Underground Water Disposal System on Lots 1A, Phase I, and Lots 2 and 5, Phase II, Viewgate Terrace Subdivision
FISCAL IMPACT:	N/A
PRESENTER(S):	Planning Staff

Prepared By:
GRAND COUNTY
PLANNING STAFF

MOTION:

I move to adopt a Resolution approving the Final Plat and Subdivision Improvements Agreement for Phase II, Viewgate Terrace Subdivision and the Declaration of Covenants, Conditions, Restrictions, and Easements for the Underground Water Disposal System on Lots 1A, Phase I, and Lots 2 and 5, Phase II, Viewgate Terrace Subdivision, subject to the following conditions:

FOR OFFICE USE ONLY:

Attorney Review:

Complete

1. The Owner shall continually comply with the County Engineer’s requirements, Ordinance Nos. 599 and 657, the HDHO Master Plan and the Amended and Restated Development Agreement;
2. The Owner shall record the SIA and the Declaration of Covenants, Conditions, Restrictions, and Easements for the Underground Water Disposal System on Lots 1A, Phase I, and Lots 2 and 5, Phase II, Viewgate Terrace Subdivision simultaneously with the Final Plat in the Recorder’s Office; and
3. The Owner shall submit an acceptable completion assurance bond for the incomplete public improvements and infrastructure warranty bond for completed accepted public improvements as established in the SIA to the County in the amounts set forth in the SIA prior to recordation of the Final Plat.

PLANNING COMMISSION RECOMMENDATION:

The preliminary plat was approved by the Planning Commission on May 25th, 2020.

STAFF RECOMMENDATION:

Planning & Zoning staff has reviewed the Phase II plans against the Grand County LUC, and concludes that the project meets all necessary standards.

BACKGROUND & PROJECT SUMMARY:

The HDHO-35 district was approved with a Development Agreement and Master Plan for three parcels totalling 19.56 acres (approved with Ordinance No. 599 dated October 15, 2019 and amended with Ord 657). Phase I final plat was approved on July 30, 2020 and is developed into Lots 1A, 1B and Lot 2. Lots 1A and 1B have a fully developed hotel. The proposed Final Plat Phase II will be subdividing Lot 2 from Phase I into Lots 2,3,4, and 5 and dedicating the current private road to the County as a public road.

Lots 3 and 4, Phase II, do not have common area that needs common ownership or management, so CCRs are not required. However, during excavation of the hotel, the developer hit an underground spring that caused underground water to surface and flood downhill properties. Thus the Declaration of Covenants, Conditions, Restrictions, and Easements for the Underground Water Disposal System on Lots 1A, Phase I, and Lots 2 and 5, Phase II, Viewgate Terrace Subdivision addresses ownership and management of the necessary Underground Water Disposal System. The County Engineer and County Attorney worked with the developer for months to draft and finalize the Declaration, which has been approved by both of those offices.

ATTACHMENT(S):

1. Staff Report
2. Proposed Resolution
3. Final Plat
4. SIA
5. Declaration of Covenants, Conditions, Restrictions, and Easements
6. Viewgate Terrace Master Plan
7. County Engineer approval Letter (Available Upon Request)
8. Ordinance No. 599 & 657 (Available Upon Request)
9. GWSSA approval letter (Available Upon Request)



STAFF REPORT

PLANNING & ZONING DEPARTMENT

GRAND COUNTY, UTAH

TO: Grand County Commission
SUBJECT: Phase II Final Plat of Viewgate Terrace, an HDHO Development

PROPERTY OWNER: View Gate Development, LLC
PROP. OWNER REP: William Hansen
ENGINEER: PEPG – Ryan Kitchen
PROPERTY ADDRESS: 1248 S Highway 191, Parcel No. 02-0VGT-0003
SIZE OF PROPERTY: 15.31 acres
EXISTING ZONE: Highway Commercial / Rural Residential (HDHO Applied)
EXISTING LAND USE: Hotel, parking lot, and vacant land
ADJACENT ZONING AND LAND USE(S): Highway Commercial and Rural Residential

APPLICATION TYPE

Final Plat

STAFF RECOMMENDATION: Approve

- 1) The preliminary plat was approved by the Planning Commission on May 26th, 2020, and Viewgate Terrace Final Plat Phase II has been reviewed by the DRT and P&Z staff and meets all necessary standards.
- 2) All new development will require site plan approval, which will include additional and detailed drainage, parking, driveways/access, fences, landscaping and screening, signs, lighting, open space, and conformance to the approved Master Plan and HDHO-35 development standards.

APPLICATION PROCEDURE

Decision Type: Choose an item.

Public Notices: Public Meeting at:

- Planning Commission
- County Commission

Public Hearing at:

- Planning Commission
- County Commission

Attachments:

- Proposed Resolution
- Master Plan
- Phase II Final Plat
- SIA
- County Engineer Approval

letter

Declaration of Covenants, Conditions, Restrictions, and Easements for the Underground Water Disposal System

SUMMARY OF REQUEST

The applicant is requesting approval of phase II final plat of Viewgate Terrace, an HDHO Development. Phase II is subdividing Lot 2 (from final plat Phase I), into four separate lots. The phase II final plat will allow development as proposed in the approved Master Plan, including five multifamily buildings with 122 units, 98 of which will be deed restricted for actively employed households per LUC section 4.7.

BACKGROUND

The subject property is zoned Rural Residential and HDHO-35. The applicant has approval of a final plat dividing a lot at 1248 S Hwy 191 into three lots (Phase I). The parcels fronting Hwy 191 accommodates the existing hotel and parking area, and the back lot (Lot 2) was a place-holder for the HDHO development (this application).

The County Commission applied the HDHO-35 designation to the subject property via Ordinance No. 599 (2019), which approved the Viewgate Terrace HDHO Master Plan, and related Development Agreement. The Grand County Planning Commission approved the Preliminary Plat following a public meeting on May 26, 2020. Phase I final Plat was approved on July 30, 2020. The applicant recorded an updated HDHO Development Agreement on May 21, 2021, to include the development and deed restriction requirements of Section 4.7 of the Land Use Code, and subsequently, on February 15, 2022, was granted a 6-month extension of Phase II Final Plat, in the approved amended Development Agreement, Ordinance No. 657.

SITE IMPROVEMENTS / ADDITIONS / CHANGES

The Civil Plans and Opinion of Probable Cost for infrastructure and improvements to the proposed lots has been approved by the County Engineer in a letter dated May 10, 2021.

Lots 3 and 4, Phase II, do not have common area that needs common ownership or management, so CCRs are not required. During excavation of the hotel, the developer hit an underground spring that caused underground water to surface and flood downhill properties. Thus the Declaration of Covenants, Conditions, Restrictions, and Easements for the Underground Water Disposal System on Lots 1A, Phase I, and Lots 2 and 5, Phase II, Viewgate Terrace Subdivision addresses ownership and management of the necessary Underground Water Disposal System. The County Engineer and County Attorney worked with the developer to draft and finalize the Declaration, which has been approved by both of those offices.

Applicant has provided the necessary utility and road easements and met all requirements for final plat approval. A Subdivision Improvement agreement and Bond shall be submitted and approved by the County Commission.

FINDINGS OF FACT

Project Description

1. **FINDING:** Application is for Phase II Final Plat of an HDHO development, on parcel No.02-0VGT-0003 in Grand County, Utah, proposing four lots, two of which will be the future development sites for five multifamily apartment complexes, totalling 122 units. Of the 122 dwelling units, 98 will be deed restricted per Grand County LUC section 4.7.6.

Consistency with General Plan

2. **FINDING:** The proposed development is supported by the HDH Overlay ordinance adopted by the County Commission in January 2019, which was created in order to accomplish a variety of purposes, including “achieving the goals of the Housing Element of the County’s General Plan” and “Implementing the policies and goals of the housing element of the County’s General Plan”, as stated in section 4.7.1 of the LUC.

Conformance with Grand County Land Use Code (LUC)

3. **FINDING:** The proposed development is in conformance with LUC provisions of Article 4.7 High Density Housing Overlay Districts and the related County documents applying the HDHO-35b to the Property.

- EVIDENCE:**
- 35b,
- by
proposes
- a) The subject property is within an approved High Density Housing Overlay District-approved with Ordinance No. 599 (2019), allowing a density of 35 units per acre. The development consists of 122 units on 4.04 acres, a density of 30.5 units per acre.
 - b) The Final Plat of Viewgate Terrace Phase II includes plat notes that restrict at least 80% of dwelling units in the HDHO Development to be owned and occupied actively employed households per LUC, Article 4.7 HDHO Districts. Phase II 122 dwelling units, of which 98 will be deed restricted which meets the 80% requirement for deed restricted units per LUC 4.7.
 - c) The proposed Final Plat for Phase II is consistent with the approved Grand County, Utah, Ordinance No.657 (2022), the Associated Master Plan, and Amended and Restated Development Agreement (2022).

4. FINDING: The Proposed development is in conformance with LUC Article 7 Subdivision Standards.

- a) The proposed final plat includes Engineer approved right-of-way improvements consistent with LUC section 7.3 Streets, and Grand County Construction Standards
- b) The proposed subdivision includes all utility and fire apparatus easements as required by LUC section 7.6 Easements.
- c) The subdivision proposes Engineer approved drainage facilities consistent with requirements of section 7.7, Drainage of the LUC. Such drainage facility requirements are designated in notes on the Plat.
- d) Water Supply, Fire Protection and Sewage Disposal are consistent with requirements of the LUC sections 7.8, 7.9 and 7.10 respectively and demonstrated by way of Engineer approved Civil Plans.

5. FINDING: The Proposed development is in conformance with LUC Article 9, Administration and Procedure, including Section 9.5 Final Plat.

- review and
- Utah
- at a public
- EVIDENCE:**
- a) The applicant submitted documents and final construction plans for approval, per requirements in LUC article 9.1.3 Minimum Submission Requirements and article 9.5.1 Final Plat Submittal Requirements, including additional documentation regarding condominium subdivision, per applicable provisions of Code § [57-8a-101](#), et seq., as amended.
 - b) Per the requirements of LUC Article 9.5.2 Application Review Procedures, the application for Final Plat (phase I) was submitted for approval within 12 months of preliminary plat approval, which was approved by the Planning Commission meeting on May 25, 2020.

**GRAND COUNTY, UTAH
RESOLUTION NO. _____ (2022)**

**APPROVING THE FINAL PLAT AND SUBDIVISION IMPROVEMENTS
AGREEMENT FOR PHASE II, VIEWGATE TERRACE SUBDIVISION, A HIGH-
DENSITY HOUSING OVERLAY DEVELOPMENT, AND THE DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR THE
UNDERGROUND WATER DISPOSAL SYSTEM ON LOTS 1A, PHASE I, AND LOTS
2 AND 5, PHASE II, VIEWGATE TERRACE SUBDIVISION**

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

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

WHEREAS, the Council adopted the High-Density Housing Overlay (“HDHO”) with Ordinance No. 591 (2019), which replaced and repealed Ordinance No. 584 (2019), in an effort to stimulate the construction of deed-restricted workforce housing in Grand County;

WHEREAS, View Gate Development, LLC is the owner of record of Lots 1A, 1B, and 2, Phase I, Viewgate Terrace Subdivision, according to the final plat thereof (the “Owner”);

WHEREAS, Lot 2 is comprised of approximately 16.32 acres of real property located at 1290 Legacy Dr, Moab, Utah and more particularly described as follows:

Beginning at the South Quarter corner of Section 7, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and running along the South Section line South 89°58'50" West 652.86 feet to a point on the Bentley and Jelsteen tract; thence along the said tract thence North 00°44'00" West 644.53 feet; thence North 01°25'00" West 64.80 feet; thence North 00°14'00" East 519.36 feet; thence South 65°39'00" East 236.45 feet; thence with a curve having a radius of 237.00 feet, to the right with an arc length of 124.54 feet, (a chord bearing of North 09°17'57" East 123.11 feet); thence North 24°21'13" East 34.29 feet; thence with a curve having a radius of 238.00 feet, to the right with an arc length of 65.00 feet, (a chord bearing of North 32°10'41" East 64.80 feet); thence with a reverse curve having a radius of 162.00 feet, to the left with an arc length of 39.16 feet, (a chord bearing of North 33°04'36" East 39.07 feet) to a point on the south right-of-way of Highway 191; thence with said right-of-way South 65°39'00" East 56.02 feet; thence with a curve having a radius of 218.00 feet, to the right with an arc length of 54.46 feet, (a chord bearing of South 32°50'43" West 54.32 feet); thence with a reverse curve having a radius of 182.00 feet, to the left with an arc length of 49.71 feet, (a chord bearing of South 32°10'41" West 49.55 feet); thence South 24°21'13" West 34.29 feet; thence with a curve having a radius of 181.00 feet, to the left with an arc length of 182.58 feet, (a chord bearing of South 04°32'40" East 174.94 feet); thence with a reverse curve having a radius of 100.00 feet, to the right with an arc length of 16.68 feet, (a chord bearing of South 28°39'47" East 16.66 feet); thence South

65°38'47" East 220.58 feet; thence North 89°41'03" East 146.25 feet to a point on the center section line; thence with said line South 00°18'47" East 950.16 feet to the point of beginning, having an area of 710,771 square feet, 16.32 acres. (Parcel No. 02-0VGT-0003);

WHEREAS, upon the Owner's application, the Council applied the HDHO-35b district to Parcel No. 02-0VGT-0003, in conjunction with the Viewgate Terrace Development Agreement and associated Master Plan, with Ordinance No. 599 (2019);

WHEREAS, the Grand County Planning Commission reviewed and approved the Preliminary Plat for Viewgate Terrace on May 26, 2020 and the County Commission reviewed and approved Phase I Final Plat for Viewgate Terrace on July 21, 2020 at a public meeting;

WHEREAS, on February 15, 2022 at a public meeting, the County Commission approved an Amended and Restated Development Agreement and Deed Restriction via Ordinance No. 657 which extends the deadline for Phase II Final Plat approval by six months;

WHEREAS, due to underground water intercepted by development of the Property, the County has deemed it necessary for the Owner to construct and manage an Underground Water Disposal System to service the Project, which shall be governed by a Declaration of Covenants, Conditions, Easements, and Restrictions and recorded in the real property records of Grand County;

WHEREAS, the Final Plat, Phase II meets the development regulations established by the Grand County Land Use Code, Construction Standards and Ordinance Nos. 599 and 657;

WHEREAS, the County Commission considered this item in a public meeting held on April 4, 2022;

WHEREAS, the Commission has heard and considered all evidence and testimony presented with respect to the proposed resolution and final plat approval;

NOW, THEREFORE, BE IT RESOLVED by the Grand County Commission that it does hereby approve the Final Plat and Subdivision Improvements Agreement for Phase II, Viewgate Terrace Subdivision and the Declaration of Covenants, Conditions, Restrictions, and Easements for the Underground Water Disposal System on Lots 1A, Phase I, and Lots 2 and 5, Phase II, Viewgate Terrace Subdivision, subject to the following conditions:

1. The Owner shall continually comply with the County Engineer's requirements, Ordinance Nos. 599 and 657, HDHO Master Plan and Development Agreement;
2. The Owner shall record the SIA and the Declaration of Covenants, Conditions, Restrictions, and Easements for the Underground Water Disposal System on Lots 1A, Phase I, and Lots 2 and 5, Phase II, Viewgate Terrace Subdivision simultaneously with the Final Plat in the Recorder's Office; and

3. The Owner shall submit an acceptable completion assurance bond for the incomplete public improvements and infrastructure warranty bond for completed accepted public improvements as established in the SIA to the County in the amounts set forth in the SIA prior to recordation of the Final Plat.

APPROVED by the Grand County Commission in open session this 5th day of April 2022 by the following vote:

Those voting aye:

Those voting nay:

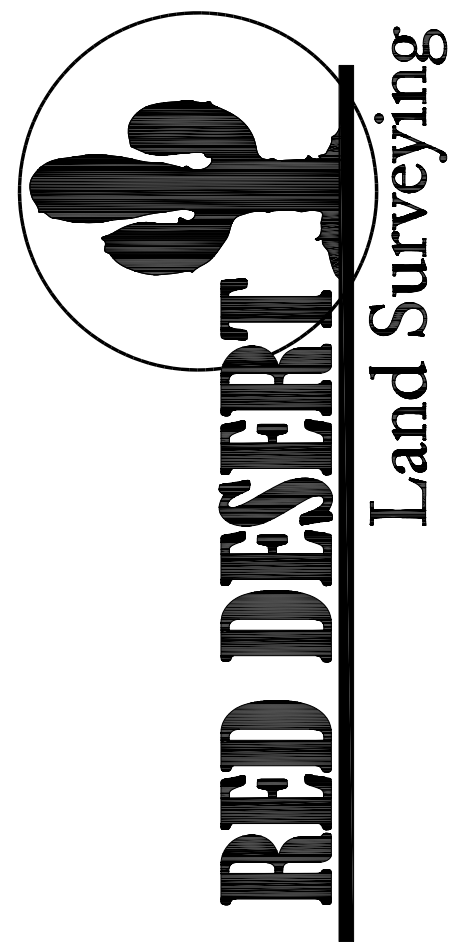
Those absent:

Grand County Commission

ATTEST:

Jacques Hadler, Chair

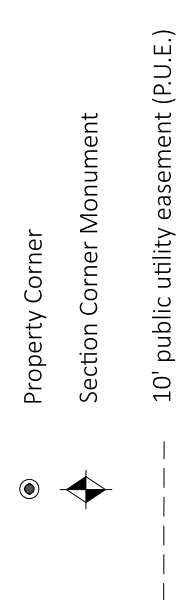
Gabriel Woytek, Clerk/Auditor



88 East Center Street
Moab, UT 84532
435.259.8171

Lucas Blake
License No. 7540504
NOT VALID WITHOUT ORIGINAL SIGNATURE

STANDARD LEGEND



PROJECT TYPE:
FINAL PLAT

PROJECT ADDRESS:
1248 S HIGHWAY 191
MOAB, UTAH

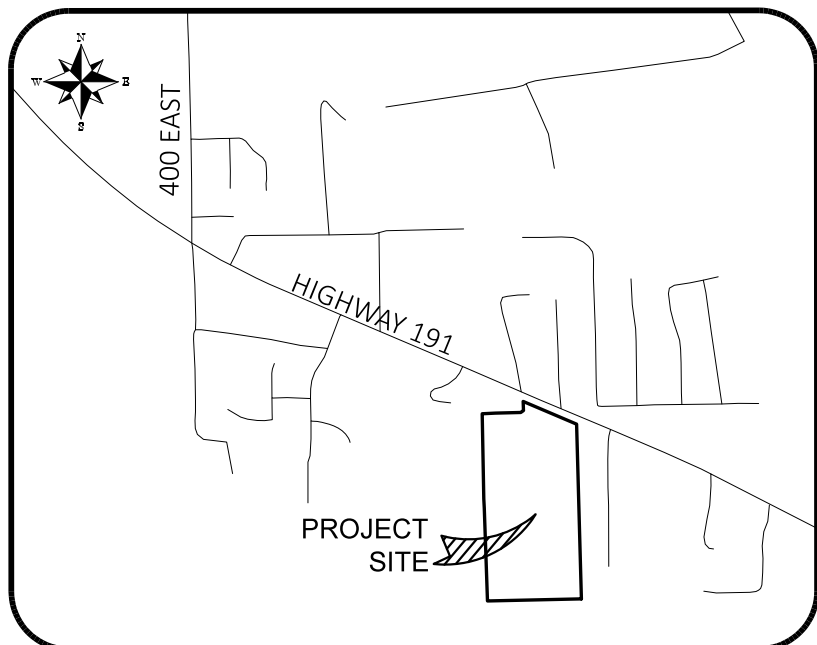
PROJECT LOCATION:
GRAND COUNTY, UTAH

PREPARED FOR:
WILLIAM HANSEN

SHEET 1 OF 1

DATE:
03/22/2022

JOB NUMBER:
009-20



VICINITY MAP

NOT TO SCALE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	237.00'	124.54'	123.11'	N 09°17'57" E
C2	238.00'	65.00'	64.80'	N 32°10'41" E
C3	162.00'	39.16'	39.07'	N 33°04'36" E
C4	218.00'	54.46'	54.32'	S 32°50'43" W
C5	182.00'	49.71'	49.55'	S 32°10'41" W
C6	181.00'	182.58'	174.94'	S 04°32'40" E
C7	100.00'	16.88'	16.86'	S 28°59'47" E
C8	199.00'	49.27'	49.15'	S 32°54'33" W
C9	201.00'	54.90'	54.73'	S 32°10'41" W
C10	200.00'	173.48'	168.09'	S 00°29'46" E
C11	200.00'	69.48'	69.13'	S 15°23'35" E
C12	101.07'	29.04'	28.94'	S 15°26'57" E
C13	13.00'	13.01'	12.48'	S 34°07'01" E
C14	63.00'	83.53'	77.54'	S 24°48'34" E
C15	63.00'	44.66'	43.73'	S 33°29'02" W
C16	63.00'	38.11'	37.53'	S 71°06'25" W
C17	63.00'	111.04'	97.22'	N 41°04'11" W
C18	63.00'	46.72'	45.65'	N 30°40'05" E
C19	13.00'	13.01'	12.48'	N 23°14'07" E
C20	43.27'	19.94'	19.76'	N 20°16'46" W
C21	237.03'	114.54'	113.43'	N 19°36'02" W
C22	25.00'	32.37'	30.31'	S 11°06'06" W
C23	169.62'	51.33'	51.14'	S 17°07'56" W
C24	185.97'	46.76'	46.64'	S 00°34'45" W
C25	776.08'	106.23'	106.15'	S 13°43'20" E
C26	85.00'	40.22'	39.84'	S 06°03'31" W
C27	55.00'	24.44'	24.24'	S 05°14'11" W
C28	10.00'	12.26'	11.50'	S 17°08'44" W
C29	40.00'	49.03'	46.02'	N 17°08'44" W
C30	25.00'	11.11'	11.02'	N 05°14'11" E
C31	115.00'	54.41'	53.90'	N 06°03'31" E
C32	25.00'	17.27'	16.93'	N 69°28' E

LINE	BEARING	DISTANCE
L1	N 24°21'13" E	34.29'
L2	S 24°21'13" W	34.29'
L3	S 24°21'13" W	34.29'
L4	S 48°25'25" W	70.40'
L5	S 19°19'57" W	23.87'
L6	S 18°59'54" E	50.88'
L7	S 89°41'03" W	68.83'
L8	S 89°41'03" W	45.76'
L9	S 48°43'04" W	40.76'
L10	N 65°58'22" W	49.46'
L11	S 51°48'36" W	32.06'
L12	S 02°54'51" E	23.59'
L13	S 72°04'46" E	61.26'
L14	S 65°07'55" E	9.14'
L15	S 01°59'24" W	79.16'
L16	S 45°17'15" W	90.36'
L17	N 83°39'16" W	31.11'
L18	S 22°19'10" W	38.15'
L19	S 10°39'05" E	82.40'
L20	N 29°40'23" E	73.54'
L21	N 09°03'25" E	32.88'
L22	N 45°17'15" E	101.56'
L23	N 01°59'24" E	86.10'
L24	S 85°07'55" E	10.69'
L25	N 12°32'20" E	38.07'
L26	N 48°43'04" E	53.61'
L27	S 17°54'33" W	72.44'
L28	S 19°36'46" W	88.31'
L29	S 07°29'45" E	33.12'
L30	S 17°58'06" W	37.75'
L31	S 52°15'33" E	72.80'
L32	S 85°56'36" W	45.01'
L33	N 52°15'33" W	39.24'
L34	N 17°58'06" E	37.75'
L35	N 07°29'45" W	33.12'
L36	N 19°36'46" E	114.01'
L37	S 89°15'36" W	6.11'
L38	N 49°40'23" E	40.86'

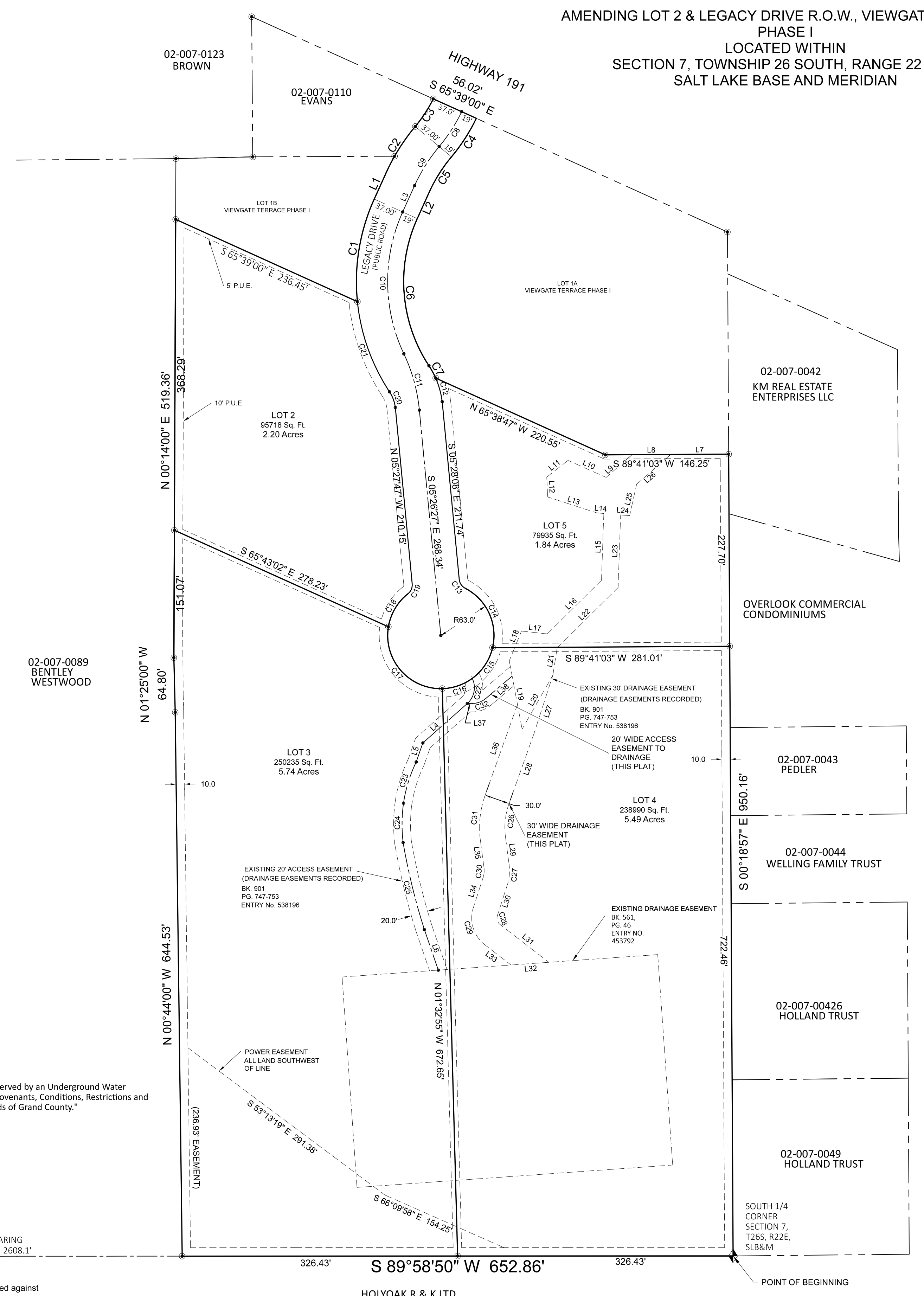
SUBDIVISION NOTE:

- Lot 1A, Phase I, and Lots 2 and 5, Phase II, are served by an Underground Water Disposal System subject to the Declaration of Covenants, Conditions, Restrictions and Easements recorded in the real property records of Grand County.



FINAL PLAT VIEWGATE TERRACE SUBDIVISION, PHASE II, HDHO DEVELOPMENT

AMENDING LOT 2 & LEGACY DRIVE R.O.W., VIEWGATE TERRACE,
PHASE I
LOCATED WITHIN
SECTION 7, TOWNSHIP 26 SOUTH, RANGE 22 EAST
SALT LAKE BASE AND MERIDIAN



EASEMENTS:

10' UTILITY EASEMENT ALONG RIGHTS-OF-WAY AND LOT LINES

A SUBDIVISION LOCATED IN SECTION 7, T26S, R22E, SLB&M

SURVEYOR'S CERTIFICATE

I, Lucas Blake, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7540504, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as VIEWGATE TERRACE SUBDIVISION, PHASE II, HDHO DEVELOPMENT and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

Beginning at the South Quarter corner of Section 7, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and running along the South Section line South 89°58'50" West 652.86 feet to a point on the Bentley and Jelstean tract; thence along the said tract thence North 00°44'00" West 644.53 feet; thence North 01°25'00" West 64.80 feet; thence North 00°14'00" East 519.36 feet; thence South 65°39'00" East 236.45 feet; thence with a curve having a radius of 237.00 feet, to the right with an arc length of 124.54 feet, (a chord bearing of North 09°17'57" East 123.11 feet); thence North 24°21'13" East 34.29 feet; thence with a curve having a radius of 238.00 feet, to the right with an arc length of 65.00 feet, (a chord bearing of North 32°10'41" East 64.80 feet); thence with a reverse curve having a radius of 162.00 feet, to the left with an arc length of 39.16 feet, (a chord bearing of North 33°04'36" East 39.07 feet) to a point on the south right-of-way of Highway 191; thence with said right-of-way South 65°39'00" East 56.02 feet; thence with a curve having a radius of 218.00 feet, to the right with an arc length of 54.46 feet, (a chord bearing of South 32°50'43" West 54.32 feet); thence with a reverse curve having a radius of 182.00 feet, to the left with an arc length of 49.71 feet, (a chord bearing of South 32°10'41" West 49.55 feet); thence South 24°21'13" West 34.29 feet; thence with a curve having a radius of 181.00 feet, to the left with an arc length of 182.58 feet, (a chord bearing of South 04°32'40" East 174.94 feet); thence with a reverse curve having a radius of 100.00 feet, to the right with an arc length of 16.68 feet, (a chord bearing of South 28°39'47" East 16.66 feet); thence South 65°38'47" East 220.58 feet; thence North 89°41'03" East 146.25 feet to a point on the center section line; thence with said line South 00°18'47" East 950.16 feet to the point of beginning, having an area of 710,771 square feet, 16.32 acres.

OWNER'S DEDICATION

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into lots, parcels and streets, together with easements as set forth to be hereafter known as

VIEWGATE TERRACE SUBDIVISION, PHASE II, HDHO DEVELOPMENT

and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owners also hereby convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owners also hereby convey any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

WILLIAM HANSEN, MEMBER

ALAN O. MELCHIOR, MEMBER

DANVIEW HOLDING, LLC

VIEW GATE HOLDING, LLC

ACKNOWLEDGMENT

STATE OF _____ } S.S.
COUNTY OF _____ }

ON THE _____ DAY OF _____ 2022, PERSONALLY APPEARED BEFORE ME, WILLIAM HANSEN, MEMBER OF DANVIEW HOLDING, LLC WHOM DID ACKNOWLEDGE TO ME THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF _____ } S.S.
COUNTY OF _____ }

ON THE _____ DAY OF _____ 2022, PERSONALLY APPEARED BEFORE ME, ALAN O. MELCHIOR, MEMBER OF VIEW GATE HOLDING, LLC WHOM DID ACKNOWLEDGE TO ME THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

SURVEYOR NOTES

THE BASIS OF BEARING IS SOUTH 89°58'50" WEST BETWEEN THE SOUTH 1/4 CORNER AND THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN.

5/8" X 24" REBAR WITH SURVEY CAP TO BE PLACED AT ALL LOT CORNERS OR RIGHTS OF WAY. OFF-SET PINS TO BE PLACED IN THE BACK OF THE CURB WHERE APPLICABLE, IN LIEU OF REBAR AND CAP AT FRONT CORNERS.

COORDINATE SYSTEM: UTAH STATE PLANE CENTRAL (NAD83, US SURVEY FEET)

COUNTY ENGINEERS APPROVAL
APPROVED BY THE GRAND COUNTY ENGINEER THIS _____ DAY OF _____, 20____.

COUNTY ENGINEER

COUNTY COMMISSION
PRESENTED TO THE GRAND COUNTY COMMISSION THIS _____ DAY OF _____, 20____. SUBDIVISION APPROVED.

COUNTY CLERK

COUNTY RECORDER NO. _____
STATE OF UTAH, GRAND COUNTY, RECORDED AT THE REQUEST OF _____
DATE _____ BOOK _____ PAGE _____ FEE _____

COUNTY RECORDER

SUBDIVISION IMPROVEMENTS AGREEMENT
Phase II Final Plat Viewgate Terrace Subdivision

This **SUBDIVISION IMPROVEMENTS AGREEMENT** (the “Agreement”) is made this ____ day of _____ 2022 (“Effective Date”) by and between **GRAND COUNTY, UTAH**, a Utah political subdivision, 125 E Center St, Moab, Utah 84532 (hereinafter referred to as “COUNTY”), and **VIEW GATE DEVELOPMENT, LLC** a Limited Liability Company, at 5442 S 900 E, Salt Lake City Utah 84532 (hereinafter referred to as “SUBDIVIDER”).

RECITALS

WHEREAS, SUBDIVIDER owns real property located in Grand County, Utah particularly described in *Exhibit A*, attached hereto and incorporated herein;

WHEREAS, COUNTY approved the Final Plat on April 5, 2022 (the “Plat”) for Phase II, Viewgate Terrace Subdivision, a residential subdivision of four (4) Lots (“the Subdivision”), subject to the terms and conditions noted on the Plat and in the related Grand County Resolution and this Agreement;

WHEREAS, the COUNTY and SUBDIVIDER mutually acknowledge that the matters set forth herein are reasonable conditions and requirements to be imposed by COUNTY in connection with its approval of the Plat, and that such matters are necessary to protect, promote, and enhance the public health, safety, and welfare.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE MUTUAL COVENANTS, AND THE APPROVAL, EXECUTION, AND ACCEPTANCE OF THE PLAT BY THE COUNTY, IT IS FURTHER AGREED AS FOLLOWS:

1. **IMPROVEMENTS.** SUBDIVIDER agrees to construct the “Required Improvements” as specified in the final construction plans prepared by PEPG Engineering, Ryan Kitchen, which were submitted and approved with the Plat application for the Property on May 10, 2021, as amended and updated (the “Plans”) and as provided herein. An estimate of the cost of the Required Improvements is itemized on *Exhibit B*, attached hereto and incorporated herein by this reference (the “Cost Estimate”). “Construction” and “installation” may be used interchangeably herein.
2. **DEVELOPMENT REQUIREMENTS.** SUBDIVIDER shall develop the Property, pursuant to the Plat, this Agreement, the Code, the Construction Standards, and all other applicable laws, rules and regulation under the regulatory supervision of the COUNTY. Except as otherwise specified herein, if any such authorities are in conflict, the terms of

this Agreement shall supersede and control the terms of development; provided, however, that the Plat shall supersede and control over the terms of any other authority.

3. **UTILITIES.** SUBDIVIDER shall install and bury underground all water and sewer mains, service stub-outs, stormwater drainage facilities, and electrical, natural gas, telephone and cable television lines shown in the Plans prior to construction of any overlaying street, curb, sidewalk, pedestrian/bicycle path or gutter to prevent unnecessary pavement cuts. In addition, SUBDIVIDER shall provide an as-built survey of such utilities prepared by a professional land surveyor showing horizontal and vertical locations. The COUNTY shall receive a copy of such survey prior to any backfill as a condition precedent to releasing the construction performance bond.
4. **CONSTRUCTION AND INSPECTION.** The Required Improvements shall be constructed and inspected as follows:
 - a. Notice of Commencement. SUBDIVIDER shall provide the COUNTY with one (1) week's advanced notice of commencement of construction of the Required Improvements, which notice shall describe the type of improvement being installed and the schedule for construction.
 - b. Construction Mitigation. SUBDIVIDER shall ensure that construction does not create a nuisance for surrounding property owners. As used herein, nuisance shall include dust, glare/light, and noise that is not confined to the boundaries of the property, as further regulated by Grand County Code.
 - i. Sand/Dirt. During construction, SUBDIVIDER shall use proper sand and dirt and erosion control to minimize impact on adjacent properties and maintain streets and roads in such a manner that they may be reasonably traveled upon. The COUNTY may order construction to cease or abatement measure be taken, and SUBDIVIDER shall comply with the same, when the COUNTY determines in its sole discretion that sand or dirt emanating from the Property related to construction activities is unacceptable.
 - ii. Noise. SUBDIVIDER shall confine the hours of construction operations to 7 am to 9 pm (and 9 am to 9 pm on Sunday), or as otherwise provided by the Grand County Code.
 - iii. Light/Glare. SUBDIVIDER shall comply with the requirements of Section 6.6 of the Grand County Code. Specifically, during construction, SUBDIVIDER shall fully shield all outdoor lighting, whether it be temporary for construction or permanent, and shall not place fixtures at a location, angle, or height that directs illumination outside the boundaries of the Property.
 - c. Inspection. The COUNTY may inspect the Requirement Improvements during regular business hours in its sole discretion, and no less frequently than requested by SUBDIVIDER. No excavation, facility or improvement shall be covered or buried until inspected by the COUNTY, unless such inspection is waived in writing.

- d. Notice of Violation. If the COUNTY determines that construction is not consistent with the Plans, the Code, the Construction Standards or any other applicable rules and regulations, the County shall provide SUBDIVIDER with written Notice of Violation and SUBDIVIDER shall immediately stop work until corrections are made.
- e. Notice of Failure. As soon as practical, SUBDIVIDER shall contact the COUNTY upon the failure of any performance testing, or of any issues that arise that may prevent construction from proceeding in accordance with the Plans.
- f. Final Acceptance. The COUNTY shall not approve a full release of the Improvements Collateral, as defined in Section 5, until the Required Improvements obtain final acceptance by the COUNTY pursuant to Section 9.5.5.D and E of the Code.

5. COLLATERAL.

- a. Improvements Collateral. Prior to recording of the Plat or commencement of construction, and to secure SUBDIVIDER'S obligations hereunder, SUBDIVIDER shall furnish a Completion Assurance/Set Aside Letter from a national banking association pursuant to Section 9.5.3.B.3 of the Grand County Code in an amount equal to one hundred and twenty-five percent (125%) of the Cost Estimate of the unfinished Required Improvements (the "Improvements Collateral").
- b. Release. From time to time, as the Required Improvements are completed, SUBDIVIDER may apply in writing to the COUNTY for a partial or full release of the Improvements Collateral. Each release request shall be summarized on the County's Collateral Release Form and must show, or include the following:
 - i. Dollar amount of the original Requirements Collateral;
 - ii. Description of the Required Improvements completed, including dollar value;
 - iii. Description of the unfinished Required Improvements, including dollar value;
 - iv. Amount and date of all previous Improvements Collateral released;
 - v. Amount of the Improvements Collateral to be released;
 - vi. Release or waivers of mechanics liens of all parties who have furnished work, services, or materials for the Required Improvements, and
 - vii. Reasonable fees, if required by the COUNTY, to cover the cost of administration and inspections.

Upon such request, the COUNTY shall inspect the Required Improvements, both those completed and unfinished. If the COUNTY determines from the inspection that the Required Improvements have been completed, as provided herein, the COUNTY shall release a corresponding portion of the Improvements Collateral within thirty (30) days of inspection. The release shall be made in writing signed by the COUNTY. The amount to be released shall be the amount of the remaining Improvements Collateral LESS one hundred and twenty-five percent (125%) of the cost of the unfinished Required Improvements; provided, however, that the

Improvements Collateral shall not be released in full until SUBDIVIDER posts the Warranty Collateral required hereunder.

- c. Notice of Deficiency. If, upon inspection or otherwise, the COUNTY determines that SUBDIVIDER has violated its obligations hereunder, the COUNTY shall mail a written Notice of Deficiency to SUBDIVIDER requesting repairs within thirty (30) days; provided, however, that in the event of an emergency as determined in the COUNTY's sole discretion, an advanced Notice of Deficiency is not required.
 - d. Repair by County. If SUBDIVIDER does not undertake such abatement measures or repairs as requested or in the event of an emergency, the COUNTY shall have the right but not the obligation to make the repairs at SUBDIVIDER's expense, in which event the COUNTY is not limited by the amount of the Collateral.
 - e. Assignment. In the event SUBDIVIDER fails to complete the Required Improvements, the COUNTY may assign the Improvements Collateral to a subsequent owner who acquires the Property, or a portion thereof, by purchase, foreclosure, or otherwise, which subsequent owner is bound by this Agreement.
 - f. Conflict. In the event of conflict between Section 9.5.5. of the Grand County Code and this Section 5, this Section 5 shall control.
6. **TIMELINE**. No later than twenty-four (24) months after the Effective Date, SUBDIVIDER shall complete the Required Improvements. The Required Improvements shall be deemed complete once the Required Improvements obtain final acceptance by the COUNTY pursuant to Section 9.5.5.D and E of the Code. If construction has not commenced within one year of the Effective Date, the COUNTY may, in its sole discretion, require resubmittal of the construction plans for review and compliance with current standards and engineering requirements. The COUNTY may also extend the deadlines in this Section 5 for good cause with a written amendment hereto signed by both Parties pursuant to Section 9.5.5.A(2) of the Code.
7. **PUBLIC DEDICATION**. SUBDIVIDER shall be responsible for the costs of construction, materials, and testing of all public Required Improvements within the Subdivision. The COUNTY shall not approve a full release of the Improvements Collateral until SUBDIVIDER conveys all public roads, streets, curbs, gutters, sidewalks, pedestrian paths, and drainage facilities, together with adequate easements and rights-of-way, free and clear of any liens and encumbrances to the COUNTY.
8. **COUNTY EASEMENTS**.
- a. Emergency Easement. SUBDIVIDER hereby grants to the COUNTY a perpetual right of access to, on and over all private roads within the Property for emergency purposes.
 - b. Temporary Easement. SUBDIVIDER hereby grants to the COUNTY a temporary, nonexclusive right of access to, on and over the Property for the purposes of constructing, maintaining, and repairing the Required Improvements during construction and through the Warranty Period.

9. **WARRANTY.** SUBDIVIDER hereby warrants the Required Improvements are free from defective workmanship or materials for a period of one (1) year after the Required Improvements obtain final acceptance by the COUNTY pursuant to Section 9.5.5.D and E of the Code, pursuant to the following:
- a. Warranty Collateral. Prior to release of the Improvements Collateral, and to secure SUBDIVIDER'S obligations hereunder, SUBDIVIDER shall furnish cash or a good and sufficient, unconditional warranty bond in favor of Grand County, or certified check payable to "Grand County," in an amount equal to ten percent (10%) of the total Cost Estimate (the "Warranty Collateral").
 - b. Notice of Deficiency. If the COUNTY determines that the Required Improvements are defective during the Warranty period, which shall include revegetation of areas disturbed by SUBDIVIDER, the COUNTY shall mail a written Notice of Deficiency to SUBDIVIDER requesting repairs within thirty (30) days; provided, however, that in the event of an emergency as determined in the COUNTY's sole discretion, an advanced Notice of Deficiency is not required.
 - c. Repair by County. If SUBDIVIDER does not undertake such abatement measures or repairs as requested or in the event of an emergency, the COUNTY shall have the right but not the obligation to make the repairs at SUBDIVIDER's expense, in which event the COUNTY is not limited by the amount of the Collateral.
 - d. Release. The COUNTY shall release the Warranty Collateral within thirty (30) days of the expiration of the Warranty less any costs or expenses incurred by the COUNTY to repair defective workmanship or materials during the Warranty period.
10. **BREACH.** Upon breach by SUBDIVIDER of any obligation hereunder, the COUNTY hereby reserves all of its remedies under this Agreement, the Code, and Utah law, including the right to invoke Collateral, refuse to issue building permits, certificates of occupancy, or utility connections. Further, the COUNTY is entitled to reimbursement for all costs and expenses incurred to enforce this Agreement, including attorneys' fees and costs and as provided in Section 4 above. Any amounts due and owing by SUBDIVIDER to the COUNTY under this Agreement which are not paid in a timely manner may be certified to the Grand County Treasurer for collection with taxes.
- a. Collateral Proceeds. In the event the COUNTY invokes Collateral, the proceeds shall be applied first to the COUNTY'S fees and expenses, including attorneys' fees, and then to completing or repairing the unfinished or defective Required Improvements. Excess Collateral proceeds, if any, are payable to SUBDIVIDER. The COUNTY has no obligation to utilize any funds, other than the Collateral proceeds, to complete any of the Required Improvements.
11. **MISCELLANEOUS.**
- a. Recording. SUBDIVIDER shall record this Agreement in the real property records of Grand County, Utah simultaneously with the Final Plat for Phase II, Viewgate Terrace Subdivision.
 - b. Covenants Run with the Land/Limitation. The covenants of this Agreement shall run with that portion of the real property located in Grand County.

- c. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, heirs, agents, employees, representatives, and transferees.
- d. Headings. The paragraph headings are descriptive only and do not imply nor limit substantive material.
- e. Waiver. The failure to enforce or waiver of any specific requirement herein by either party shall not be construed as a general waiver of this Agreement.
- f. Severability. Should any part of this Agreement be declared invalid by a court of competent jurisdiction, the valid parts of this Agreement shall remain in effect.
- g. No Relationship. SUBDIVIDER is not an agent or employee of the COUNTY.
- h. Amendment. This Agreement may be amended only by an instrument in writing signed by both parties.

GRAND COUNTY COMMISSION

Jacques Hadler, Chair

State of Utah)
)ss.
County of Grand)

On _____, 2022, personally appeared before me, Jacques Hadler, Chair, Grand County Commission, who duly acknowledged to me that he executed the same on behalf of the County pursuant to authority set forth in its Policies and Procedures.

Witness my hand and seal.

, Notary Public

SUBDIVIDER: VIEW GATE DEVELOPMENT, LLC

By: William Hansen
Its: Manager, View Gate Holding, LLC,
Member

By: Alan O. Melchoir
Its: Manager, Danview Holding, LLC,
Member

State of UTAH)
) ss.
County of GRAND)

On _____, 2022, William Hansen, Manager of Danview Holding, LLC, Member of View Gate Development, LLC and Alan O. Melchoir, Manager of View Gate Holding, LLC, Member of View Gate Development, LLC, Subdivider, personally appeared before me and acknowledged and swore to me that the foregoing Subdivision Improvements Agreement was signed on behalf of the Subdivider by authority in its Articles of Organization and Operating Agreement.

Witness my hand and seal.

, NOTARY PUBLIC

EXHIBIT A
Legal Description

A parcel of real property located in Grand County, Utah, particularly described as:

Beginning at the South Quarter corner of Section 7, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and running along the South Section line South 89°58'50" West 652.86 feet to a point on the Bentley and Jelsteen tract; thence along the said tract thence North 00°44'00" West 644.53 feet; thence North 01°25'00" West 64.80 feet; thence North 00°14'00" East 519.36 feet; thence South 65°39'00" East 236.45 feet; thence with a curve having a radius of 237.00 feet, to the right with an arc length of 124.54 feet, (a chord bearing of North 09°17'57" East 123.11 feet); thence North 24°21'13" East 34.29 feet; thence with a curve having a radius of 238.00 feet, to the right with an arc length of 65.00 feet, (a chord bearing of North 32°10'41" East 64.80 feet); thence with a reverse curve having a radius of 162.00 feet, to the left with an arc length of 39.16 feet, (a chord bearing of North 33°04'36" East 39.07 feet) to a point on the south right-of-way of Highway 191; thence with said right-of-way South 65°39'00" East 56.02 feet; thence with a curve having a radius of 218.00 feet, to the right with an arc length of 54.46 feet, (a chord bearing of South 32°50'43" West 54.32 feet); thence with a reverse curve having a radius of 182.00 feet, to the left with an arc length of 49.71 feet, (a chord bearing of South 32°10'41" West 49.55 feet); thence South 24°21'13" West 34.29 feet; thence with a curve having a radius of 181.00 feet, to the left with an arc length of 182.58 feet, (a chord bearing of South 04°32'40" East 174.94 feet); thence with a reverse curve having a radius of 100.00 feet, to the right with an arc length of 16.68 feet, (a chord bearing of South 28°39'47" East 16.66 feet); thence South 65°38'47" East 220.58 feet; thence North 89°41'03" East 146.25 feet to a point on the center section line; thence with said line South 00°18'47" East 950.16 feet to the point of beginning, having an area of 710,771 square feet, 16.32 acres.

EXHIBIT B
Cost Estimate

Project #: 1291.1710
 Project: Viewgate Terrace
 Location: Grand County, Utah

By: RK/RD
 Date: 3/23/2021
 Filename:

Engineer's Estimate

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
Base Estimate				
Mobilization	Lump	1	\$65,000.00	\$65,000.00
Quality Control, Traffic Control, Erosion Control, & Survey Layout	Lump	1	\$50,000.00	\$50,000.00
Structure Demolition	Lump	1	\$15,000.00	\$15,000.00
Clearing and Grubbing	SF	224,000	\$0.10	\$22,400.00
Earthwork - Materials Transport	CY	9,840	\$8.00	\$78,720.00
Earthwork - Materials Export	CY	1,235	\$16.00	\$19,760.00
Untreated Base Course - Plan Quantity	CY	2,200	\$32.00	\$70,400.00
Pavement Patching and Repairs	Lump	1	\$15,000.00	\$15,000.00
Asphalt Concrete	Ton	1,360	\$76.00	\$103,360.00
30" Curb and Gutter	LF	3,600	\$24.00	\$86,400.00
Concrete Sidewalk	SF	11,810	\$6.50	\$76,765.00
Signage & Striping	Lump	1	\$2,500.00	\$2,500.00
Retaining Walls with Fencing	Lump	1	\$120,000.00	\$120,000.00
Dumpster Enclosure with Concrete Paving	Each	3	\$8,500.00	\$25,500.00
4" Sewer Pipe with Fittings	LF	120	\$40.00	\$4,800.00
6" Sewer Pipe with Fittings and Clean-outs	LF	390	\$46.00	\$17,940.00
8" Sewer Pipe with Fittings	LF	1,270	\$50.00	\$63,500.00
Sewer Manhole	Each	1	\$4,000.00	\$4,000.00
1" Water Pipe with Fittings	LF	260	\$35.00	\$9,100.00
2" Water Pipe with Fittings	LF	175	\$38.00	\$6,650.00
6" Water Pipe with Fittings	LF	175	\$50.00	\$8,750.00
8" Water Pipe with Fittings	LF	610	\$50.00	\$30,500.00
8" Water Gate Valve	Each	3	\$2,400.00	\$7,200.00
Fire Hydrant Assembly	Each	2	\$6,000.00	\$12,000.00
Water Air Valve	Each	1	\$2,800.00	\$2,800.00
8" PVC SD Pipe	LF	105	\$30.00	\$3,150.00
10" PVC SD Pipe with Clean-outs	LF	150	\$36.00	\$5,400.00
10" Perforated PVC SD Pipe with Gravel and Fabric	LF	610	\$48.00	\$29,280.00
12" HDPE SD Pipe	LF	480	\$38.00	\$18,240.00
18" HDPE SD Pipe	LF	410	\$48.00	\$19,680.00
42" RCP SD Pipe	LF	210	\$200.00	\$42,000.00
42" Flared Inlet with Trash Grate	Each	1	\$2,000.00	\$2,000.00
8" Yard Drain	Each	3	\$1,600.00	\$4,800.00
3' x 3' Drop Inlet	Each	1	\$3,000.00	\$3,000.00
Curb Inlet	Each	10	\$3,200.00	\$32,000.00
4' x 4' COB	Each	11	\$4,000.00	\$44,000.00
4' SDMH	Each	1	\$4,200.00	\$4,200.00
6' SDMH	Each	2	\$6,000.00	\$12,000.00
18F Snout	Each	2	\$1,200.00	\$2,400.00
Detention Basins	Lump	1	\$100,000.00	\$100,000.00
Contingency			5%	\$62,009.75
TOTAL ESTIMATED COST				\$1,302,204.75



**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
(UNDERGROUND WATER DISPOSAL SYSTEM)**

This **DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS** (the "Declaration") is made this ____ day of _____, 2022, by View Gate Development, LLC, a Utah limited liability company (the "Declarant").

RECITALS

A. The Declarant owns certain real property in Grand County, which is more particularly described as Lot 1A, Phase I, Viewgate Terrace, within Section 7, T26S, R22E, SLB&M and according to the final plat thereof recorded in the real property records of Grand County and Lots 2 and 5 Phase II, Viewgate Terrace, within Section 7, T26S, R22E, SLB&M and according to the final plat thereof recorded in the real property records of Grand County (the "Project").

B. Due to the interception of groundwater by the Declarant when developing the Property for commercial use, and to obtain final plat approval of Phase II of Viewgate Terrace, the County requires the Declarant construct, own, and manage a groundwater collection and injection system to prevent flooding of the Project and surrounding area.

C. The Declarant has deemed it necessary to establish and record these covenants, conditions, restrictions, and easements to assure the continuous and satisfactory operation and maintenance of a groundwater collection and injection system for the benefit of the present and future owners, their heirs, successor and assigns of the properties connected thereto and the County.

NOW THEREFORE, in consideration of the promises and covenants herein contained, including approval of the Phase II final plat for Viewgate Terrace by Grand County, the receipt and sufficiency of which is hereby acknowledged, the Declarant hereto agrees as follows:

DEFINITIONS

A. "County" shall mean Grand County, Utah; provided, however, that in the event of annexation into the City of Moab, in which event the City shall assume the role of the County hereunder, all references to the County herein shall mean the City of Moab.

B. "Owner" or "Owners" shall mean any person or entity holding title to a Lot within the Project, including the Declarant.

C. "Emergency Situation" shall mean the failure of any portion of the Underground Water Disposal System to collect, receive and deliver water or the obstruction of any pipe or culvert on county property or any condition which prevents water from draining the subject properties or flowing freely into the Injection System/Injection Well.

D. "Injection System/Injection Well" shall mean the apparatus on Lot 1A which receives the excess ground and subsurface water from the Underground Water Disposal System, to include the piping from the lot boundary to the 18" perforated 280' pipe located approximately 18' below ground level on the northside of the Wingate Hotel on Lot 1A.

E. "Lot" or "Lots" shall collectively or individually refer to Lots 1A, Lot 2, and Lot 5.

F. "Lot 1A" shall mean Lot 1A, Phase I, Viewgate Terrace, within Section 7, T26S, R22E, SLB&M and according to the final plat thereof recorded in the real property records of Grand County.

G. "Lot 2" shall mean Lot 2 of Phase II, Viewgate Terrace, within Section 7, T26S, R22E, SLB&M and according to the final plat thereof recorded in the real property records of Grand County.

H. "Lot 5" shall mean Lot 5 of Phase II, Viewgate Terrace, within Section 7, T26S, R22E, SLB&M and according to the final plat thereof recorded in the real property records of Grand County.

I. "Manual Removal" shall mean accessing the Underground Water Disposal System to remove water from the Private Collection System into a temporary tank or truck for removal from the property.

J. "Private Collection System" shall mean the subsurface piping used to collect subsurface groundwater, the surface collection vaults and the necessary piping to transport collected water to the injection system.

K. "Project" shall collectively refer to Lots 1A, Lot 2 and Lot 5 and all structures and improvements thereon.

L. "Receiving Party" shall mean the Owner(s) of Lot 1A and the Underground Water Disposal System.

M. "Sending Party" or "Sending Parties" shall refer collectively and individually to the Owner(s) of Lot 2 and Lot 5.

N. "Shared Easement Area" shall mean all areas of the Project designated as drainage easements, access easements and public utility easements or any other area needed to access or maintain the Underground Water Disposal System pursuant to this Declaration. The Shared Easement Areas shall be owned, insured, and maintained by the Owner of the Lot underlying such area.

O. "Underground Water Disposal System" shall mean the non-storm drainage and underground water disposal system located on the Lots, which shall include but not be limited to the Private Collection System and Injection System/Injection Well, for collection and reinjection of subsurface and non-storm drainage water on the Lots as identified in the Geotechnical Report dated May 14, 2020, and the Hydrogeologic Assessment dated December 8, 2020 and as particularly described and shown in the Civil Plans dated January 19, 2021 and approved by the County on April 21, 2021, attached hereto as Exhibit A.

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

1. **Grant of Easements.**

a. The Receiving Party hereby grants a perpetual easement to each Sending Party for the exclusive benefit of the Lots solely for the purpose of disposing of the non-stormwater drainage and underground water into the Underground Water Disposal System.

b. The Sending Parties hereby grant a perpetual and non-exclusive easement to the Receiving Party over, across, under, and through Lot 2 and Lot 5 for the purpose of carrying out the inspections, measurements, monitoring, repair, and maintenance of the Underground Water Disposal System as contemplated in this Declaration.

c. All Owners hereby grant to the County a perpetual easement over, across, under, and through the Lots for ingress and egress for inspection upon reasonable notice and for emergency maintenance, repair, improvements, or replacement of the Underground Water Disposal System in an Emergency Situation.

d. Each Owner shall have the right to act to correct an Emergency Situation and shall have access to any portion of the Project needed to mitigate damage caused by the Emergency Situation or to facilitate a needed repair. Nothing in this section shall absolve the Receiving Party of any obligation under this Declaration.

2. **No Obstruction.** No Owner may make any modifications to the Underground Water Disposal System or Shared Easement Area or install landscaping or improvements thereon which may impair or obstruct the use of the easements granted herein or the Underground Water Disposal System. By taking ownership of a Lot within the Project, all Owners covenant and agree that they will not allow or permit other Lots or entities to utilize the Underground Water Disposal System.

3. **Compliance with Laws.** The Underground Water Disposal System is regulated by the State of Utah as an underground injection well. The Owners shall carry out all obligations under this Declaration affecting the operation, maintenance and permitting of the Underground Water Disposal System in accordance with all applicable Federal, State, and local laws and regulations, including those promulgated by the Utah Division of Environmental Quality, the Utah Division of Water Rights, and the County's building and zoning codes.

4. **Receiving Party Powers and Duties.** The Receiving Party shall timely perform or cause to be performed the duties set forth in this Section for which the Receiving Party shall be reimbursed in accordance with this Section 6 of this Declaration.

a. The Receiving Party shall be responsible for the management, maintenance, repair, and replacement of the Underground Water Disposal System.

b. The Receiving Party shall be responsible for impounding water delivered to the Injection System/Injection Well.

c. The Receiving Party shall conduct inspections of the Underground Water Disposal System annually.

d. The Receiving Party or the County may conduct additional inspections of the Underground Water Disposal System that it may deem prudent or necessary to ensure the integrity of the Underground Water Disposal System.

e. The Receiving Party shall execute measurements, monitoring and reporting, of the Underground Water Disposal System, in compliance with the recommendations of the County, including:

- i. implementation of a monitoring plan approved by the County, which may be revised from time to time at the direction of the County;
- ii. providing an annual operating report to the County including an analysis of the Underground Water Disposal System's performance and condition;
- iii. taking measurements by the piezometers at minimum monthly, and any additional piezometer measurements as may be deemed prudent by the Receiving Party.

f. Once constructed, a portion of the Underground Water Disposal System will be located within the County right-of-way for Legacy Drive (the "ROW") pursuant to an encroachment permit. The Receiving Party shall be responsible for maintenance within the ROW per current Grand County standards and requirements. In addition, any repair, improvement, or replacement of the Underground Water Disposal System within the ROW requires approval and a permit from the County Road Department.

g. The Receiving Party shall notify the Sending Parties of any time where the capacity of the Injection System/Injection has been exceeded or is in danger of being exceeded based on observation or measurements made in accordance with the measurements and reporting requirements outlined in this Section.

h. If water flow into the Underground Water Disposal System causes total flows into the Injection System/Injection Well to exceed its capacity, the Receiving Party shall be responsible for Manual Removal.

i. The Receiving Party may contract with another person or entity to assist the Receiving Party in the management and operation of the Underground Water Disposal System and may delegate such of its powers and duties as it deems appropriate; reserving the right, however, to control and oversee the administration thereof.

5. Owner Powers and Duties. Each Owner shall maintain and insure the Shared Easement Area on their respective Lot and shall ensure that no activity is carried out on their Lot that may threaten the integrity of the Underground Water System. Each Owner shall be responsible to mitigate damage to their Lot and personal property, which may be caused by water that escapes the Underground Water Disposal System. Any Owner may, but shall not be obligated to, carry out repairs in an Emergency Situation and shall provide notice to the Receiving Party and all other

Owners of the need for repair as soon as reasonably possible. Any action by an Owner taken relating to this Declaration which affects County Roads or related infrastructure shall require notice of the proposed action to the County and advanced approval by the County, except in the event of an Emergency Situation.

6. **Maintenance Reserves and Cost Reimbursement.** The Owners shall all contribute to the construction of and cost to operate and maintain the Underground Water Disposal System ("Costs") as follows:

a. The Receiving Party shall conduct analysis of the quantity of water delivered to the Injection System/Injection Well by each Lot and send each Sending Party an invoice on a quarterly basis specifying the amount due for their pro-rata share of the operational costs of impounding water collected from their respective Lot, including any water from Manual Removal. The Receiving Party shall keep records of the analysis of the quantities of water delivered for not less than three (3) years and shall make such records available to the Sending Parties within 21 days of a request to review such records.

b. The Receiving Party shall conduct a reserve analysis upon completion of the construction of the Underground Water Disposal System, and every three (3) years thereafter to determine the amount of funds needed to be placed in a reserve fund in order to repair, replace or restore any portion of the Underground Water Disposal System that has a useful life of three years or more and a remaining useful life of 30 years or less. The Receiving Party shall hold an amount not less than one hundred percent (100%) of the replacement cost of those components of the Underground Water Disposal System that have a useful life of three years or more and remaining useful life of 30 years or less and shall also hold four percent (4%) of the replacement cost of the Underground Water Disposal System to pay for expenses needed in an Emergency Situation or to cover any necessary repair of the Underground Maintenance System (collectively the "Reserve Fund"). The Reserve Funds shall be held in trust by the Receiving Party, and such funds may only be used to repair, replace, and restore the Underground Water Disposal System. Not more than 90 days after an expenditure was made from the Reserve Fund, or an unmet need is identified by the reserve analysis, the Receiving Party shall provide an invoice to the Owner(s) specifying the amounts needed to replenish the Reserve Fund and to cover any additional expenses necessarily made if the Reserve Fund was depleted.

c. The Reserve Fund shall be funded by the Owners, pursuant to their interest in the Project as determined by dividing the acreage of the Owner's Lot by the total acreage of the Lots within the Project as follows:

Lot 1A	2.58 acres	39%
Lot 2	2.2 acres	33%
Lot 5	1.84 acres	28%

d. Any Owner who carries out a repair in an Emergency Situation as permitted in Section 3(k) may be reimbursed for their reasonable expenses from the Reserve Fund, as well as from the responsible Owners if the Reserve Fund does not sufficiently compensate such Owner, excluding such Costs for which that Owner is already responsible for pursuant to this Declaration.

e. In the event of failure of the Underground Water Disposal System, the Owners shall be solely responsible for the cost to repair, improve, or replace the same as well as any penalties or fines assessed by the County or the State for the same. However, if repairs or expenses are necessitated by a violation of this Declaration, or the gross negligence, recklessness or the intentional wrongful act of any Lot Owner or their licensees or invitees, such Lot Owner shall be responsible for all costs associated with such repair or expense, including any expenses arising from an Emergency Situation or imposed by the County pursuant to Section 9.

f. The Costs shall be a charge and continuing lien upon each Lot obligated to pay the same as described herein, the Lot Owners shall be personally liable to each other Owner for said Costs. In the event a Lot Owner fails to pay its proportionate share of any Costs within thirty (30) days of receipt of the invoice for the same, said amount shall be deemed delinquent and shall bear interest from the date of the invoice at the rate of twelve percent (12%) per annum, and shall be subject to a late charge of Ten Dollars (\$10.00) per month until paid, or ten percent (10%) of the total Costs due, whichever is greater. The Receiving Party may bring an action at law against the Owner personally obligated to pay the same, and/or without waiving any other right, at equity to foreclose the lien against the Lot in the same manner and subject to the same requirements as are specified by the laws of Utah for the foreclosure of mortgages or deeds of trust containing a power of sale or an assent to a decree, and there shall be added to the amount of such Costs the reasonable costs of preparing and filing the complaint of such action, and in the event that judgment is obtained, such judgment shall include interest on the Costs as above provided, late fees and reasonable attorneys' fees to be fixed by the court together with the cost of the action. As an intended beneficiary of this Declaration, the County may also exercise the enforcement rights described in this section.

7. **Notice.** Any notice given to an Owner, as required, or permitted by the provisions of this Declaration shall be deemed to have been properly furnished if delivered in person, by phone call, emailed, texted, or mailed postage prepaid, to the address on record with the other Owners. Each Owner is responsible for providing up-to-date contact information to each other Owner to receive notices as described in this Declaration, including at least two phone numbers that may be used in case of an Emergency Situation and an e-mail address or mailing address to receive invoices. If no email, phone number, or mailing address has been provided, the notice shall be delivered to the physical address of the Lot or to the address on record with the county assessor. The use of the term "written notice" in this Declaration includes notices sent via email, text, facsimile, or other electronic communication, or notices printed on paper and sent by hand-delivery, regular mail, or any other notice physically received by an Owner. Any notice sent via

email or text shall be deemed to be delivered once the notice has been sent to the email address or phone number on record with the other Owners. Any notice sent by mail shall be deemed delivered when deposited with the United States Postal Service. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered to all such co-Owners. The sworn affidavit of an Owner, or an officer or authorized agent of an Owner declaring under penalty of perjury that a notice has been sent to any Owner or Owners, in any manner that this Section allows, shall be deemed conclusive proof of such delivery.

8. Initial Construction and Connection. The Declarant shall cause the Underground Water Disposal System to be constructed across all Lots in compliance with the engineering plan approved by the County, attached hereto as *Exhibit A*. Construction of a Private Collection System on each Lot and connection of such system to the Injection System/Injection Well is mandatory. The Declarant shall construct the Injection System/Injection Well. The Sending Parties shall each be responsible to pay a connection fee of \$220,000.00 to the Declarant for each Lot to connect to the Injection System/Injection Well, which shall be due and payable at a time as determined by the Declarant. The connection fee shall be a Cost as defined in Section 6. In addition to the enforcement rights addressed in section 6(f), no construction requiring a building permit shall be allowed on Lot 2 or Lot 5 until the connection fee has been paid.

9. County Rights and Penalties. In the event the Receiving Party fails to properly maintain, repair, improve, or replace the Underground Water Disposal System (collectively the "Maintenance"), which failure shall be determined in the sole discretion of the County, the Owners acknowledge time is of the essence to protect the Lots, the County's infrastructure, public health and safety, and nearby properties. In the event of such a failure, the County shall have the right, but not the duty, to carry out any needed Maintenance and to assess the cost of the Maintenance to Lot 1A as a tax and charge levied against Lot 1A and collected on the real property tax bill issued by the County. In addition, the County reserves all other rights and powers available under state and local law to enforce the terms of this Declaration or to compel proper use and maintenance of the Underground Water Disposal System, which may include, but are not limited to, the ability to assess fines as set out in Title 1 of the Grand County Code and the ability to restrict or deny business licenses as permitted under Titles 11, 17 and 26 of the Utah Code. The Owners hereby acknowledge that the cost of any maintenance by the County and fines assessed by the County for violation of this Declaration are special assessments for a conferred benefit under Utah Code §§ 17-50-302 and 17-36-34 and tax notice charges under Utah Code § 59-2-1301.5(1). In the event the County exercises its right to carry out the Maintenance, the Owners hereby agree to hold the County harmless, and to defend and indemnify the County against any claims, suits, actions, losses, awards, or judgments, including attorneys' fees and costs, resulting from the County's management, repair, maintenance, improvement, or replacement of the Underground Water Disposal System, or any part thereof, including work completed on roadways, drainages, or property within Viewgate Terrace, except for such claims or actions resulting from gross negligence, recklessness or an intentional wrongful. Except for compulsory counterclaims or claims sounding in fraud, the Owners hereby waive the right to assert any claim or counterclaim against the County in an action or proceeding related to the County's assessment, levy, and

collection of the cost of the Maintenance and fines for violation of this Declaration. No failure by the County to act hereunder will be a valid defense to or result in an offset against any payments the Owners are obligated to make to the County hereunder. Nothing in this Section shall prevent the Receiving Party from recovering against another Owner for damages incurred under this Section because of a violation of this Declaration.

10. Amendment. This Declaration may only be amended in writing if signed by all Owners and with the written approval of Grand County and shall become effective when recorded against the Project.

11. Duration. The easements, covenants and restrictions described in this Declaration shall be perpetual. Any easement described herein shall survive any termination of this Declaration and may only be extinguished in the manner provided by law for such easement.

12. Covenants Run With the Land. All provisions, rights, powers, obligations, covenants, restrictions easements, benefits and burdens contained in this Declaration shall constitute a covenant running with the Lots and shall be binding upon the heirs, successors in title, devisees, lessees, sublessees, members and all other persons or entities acquiring rights or interest in the Project, including any Owners within a subsequent subdivision of any Lot. If any Lot is subdivided into a community association or condominium project, the owner's association of such project shall be subject to and responsible for all obligations related to the original underlying Lot.

13. Dispute Resolution. Any dispute between Owners arising under this Declaration shall first be submitted to mediation. If the parties to the dispute cannot agree in mediation, then the matter may be submitted to the Moab District Court for resolution.

IN WITNESS WHEREOF, the Declarant has executed and adopted this Declaration on behalf of the Association this ____ day of _____, 2022.

VIEW GATE DEVELOPMENT LLC
a Utah limited liability company

By: _____

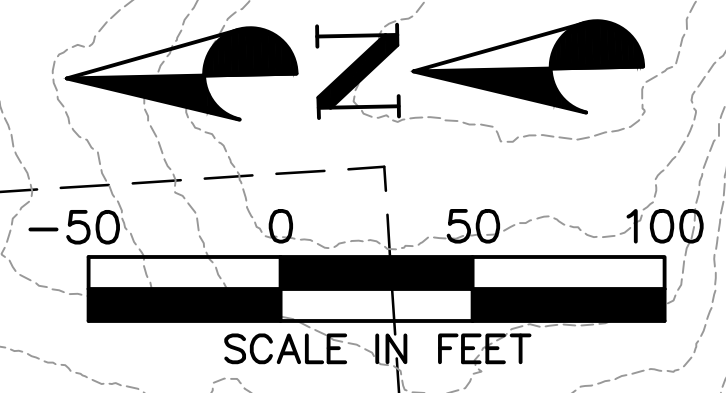
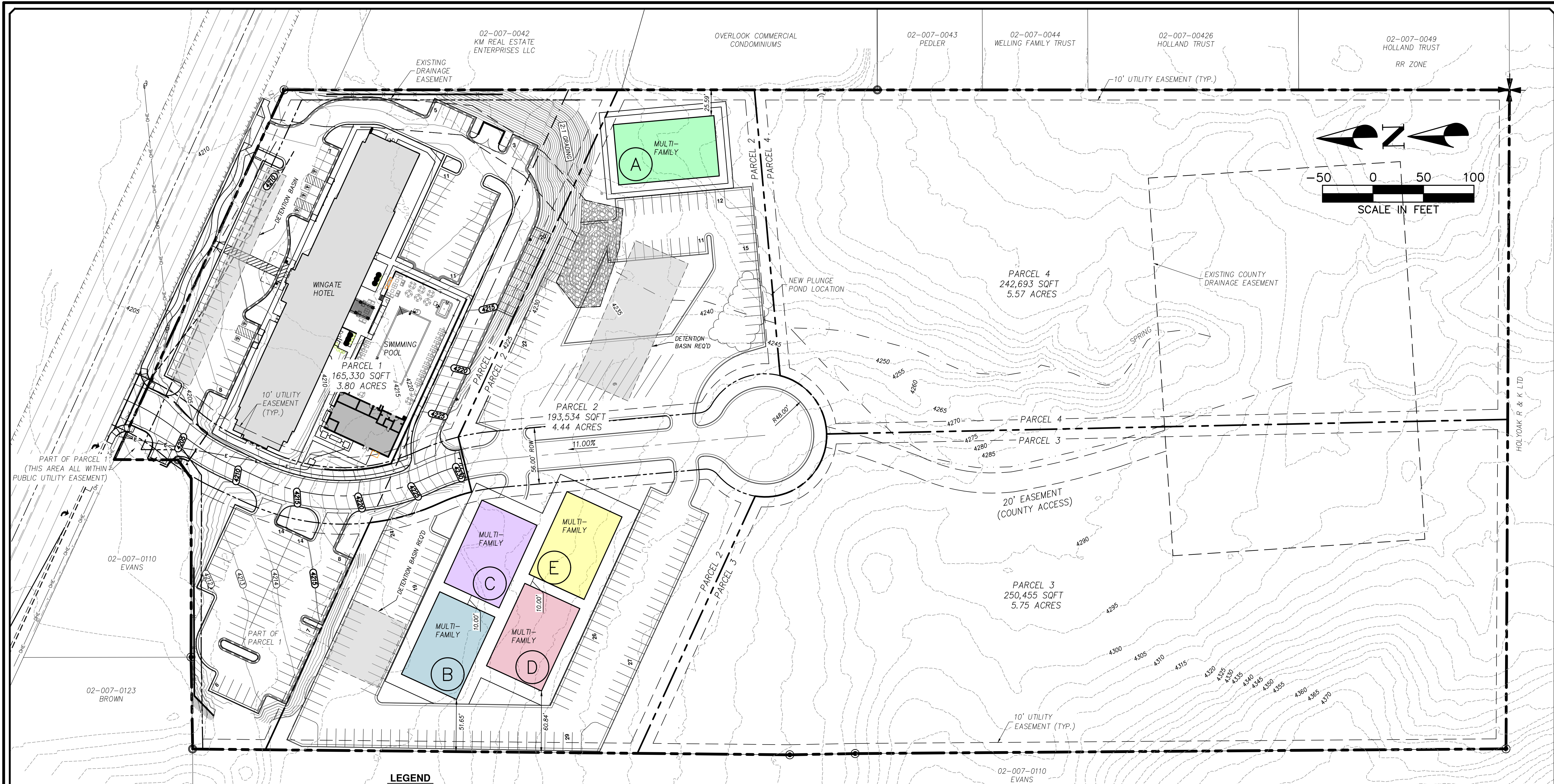
Name: _____

STATE OF UTAH)
) ss.
COUNTY OF _____)

Its: _____

On the ____ day of _____, 2022, personally appeared before me _____, who by me being duly sworn, did say that she/he is an authorized representative of VIEW GATE DEVELOPMENT LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: _____



LEGEND

---	EXISTING 5' CONTOUR
---	EXISTING CENTER LINE
---	EXISTING EDGE OF ASPHALT
---	EXISTING UNDERGROUND ELECTRICAL
OHE	EXISTING OVERHEAD ELECTRIC
---	PROPOSED P.U.E.
---	PROPOSED 5' CONTOUR
---	PROPOSED 1' CONTOUR
---	PROPOSED CURB & GUTTER
---	PROPOSED CENTER LINE
---	PROPOSED SIDEWALK
---	PROPOSED DETENTION BASIN
---	PROPOSED FENCE
---	PROPOSED EDGE OF ASPHALT
---	PROPOSED ELECTRICAL LINE
---	PROPOSED SPILL CURB & GUTTER
---	PROPOSED CONCRETE PAD
---	PROPOSED BUILDING PAD
---	PROJECT BOUNDARY
---	RIGHT OF WAY
---	PROPOSED SETBACK
---	DEED POINT OF BEGINNING LINE
---	PROPOSED LOT LINE
---	SURROUNDING PROPERTY LINE

GENERAL NOTES

- SCREENING AND FENCING ON THE EAST SIDE OF THE PROPERTY TO COMPLY WITH GRAND COUNTY CODE 6.3 AND 6.4
- BUILDING SEPARATION FROM ADJOINING LOTS TO BE IN ACCORDANCE WITH GRAND COUNTY CODE 5.4.1, SECTION B. (20 FT)
- MASTER PLAN TO COMPLY WITH GRAND COUNTY CODE SECTION 9.17.3 A-N.
- MASTER PLAN TO COMPLY WITH PARKING SCREENING STANDARDS IN GRAND COUNTY CODE SECTION 4.7.5.B.2.b
- MASTER PLAN TO COMPLY WITH BUILDING HEIGHT AND SETBACK REQUIREMENTS IN GRAND COUNTY CODE 4.7.5.B.5.d
- ALL DEED RESTRICTED UNITS IDENTIFIED IN THE FOLLOWING TABLE SHALL COMPLY WITH SECTION 4.7 OF THE GRAND COUNTY LUC.

BUILDING INFORMATION

BUILDING	STORIES / HEIGHT	3 BDRM UNITS	2 BDRM UNITS	1 BDRM STUDIO	TOTAL # UNITS	# DEED RESTRICTED	NON DEED RESTRICTED	SQ. FT.
A	3 / 35	10	10	4	24	24	0	6,000.0
B	3 / 35	10	10	4	24	18	6	5,400.0
C	3 / 35	10	10	4	24	20	4	4,405.0
D	3 / 35	10	10	4	24	18	6	5,400.0
E	3 / 35	10	10	4	24	18	6	5,400.0
PARCEL 3					1	0	1	
PARCEL 4					1	0	1	
TOTAL		50	50	20	122	98	24	
PARKING REQ'D		100	87.5	20	207.5			

NO.	DESCRIPTION	DATE	APPRO.

ORIG. DATE : 12-01-17
 SURVEY BY : RED DESERT
 DRAWN BY : ELC
 DESIGNED BY : RLK
 CHECKED BY : RLK
 SCALE : 1"=50'

PEPG CONSULTING LLC
 9270 SOUTH 300 WEST • SANDY, UT 84070
 PHONE: (801) 562-2521 • FAX: (801) 562-2551
 CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT
 GEOTECHNICAL • MATERIALS TESTING • INSPECTIONS

VIEWGATE TERRACE MASTER PLAN
 HDHO DEVELOPMENT
 1248 SOUTH HIGHWAY 191
 OCTOBER 3, 2019
 PROJECT NUMBER: 12911710
 DWG/CONCEPT DRAWING FILE

MOAB CITY

PRELIMINARY NOT FOR CONSTRUCTION



Agenda Summary
GRAND COUNTY COMMISSION MEETING

April 5, 2022

AGENDA ITEM: H

TITLE:	LUC Updates prioritization
FISCAL IMPACT:	N/A
PRESENTER(S):	Planning & Zoning Staff

Prepared By:
ELISSA MARTIN
GRAND COUNTY
PLANNING &
ZONING

FOR OFFICE USE ONLY:

Attorney
Review:

N/A

SUGGESTED MOTION:

I move to

1. approve the list of priorities in the Planning & Zoning staff report, dated 3/30/2022, for immediate action as described (or with modifications) in the proposed timetable and;
2. direct staff to continue to work with the LUC update advisory committee to develop ordinances and draft code language for such priorities and;
3. direct staff to work with BAE Urban Economics to develop a scope of work and cost estimate to update the assured housing nexus study.

BACKGROUND:

In a staff report to the County Commission dated March 1, 2022, Planning and Zoning staff presented a preliminary list of LUC updates based on information gathered up to that point. The list included topics that had been discussed for several months with the Planning Commission and other department heads. As the list of updates had expanded to include various possible initiatives relative to Housing, Temporary Uses, and OAO's, staff was seeking guidance on prioritization of those initiatives. While we did not receive clear direction at that time, in terms of prioritization, it was brought to staff's attention that additional Land Use topics should be included in the list for "immediate" updates. Those included, water planning and conservation measures, as well as a section in our dark skies regulations related to light trespass on neighboring properties. The meeting concluded with the Commission's directive for staff to create a google doc with the list of LUC Updates to be shared among members of the County Commission and Planning Commission, where feedback could be provided to staff. Staff created that document and shared it with the group on March 16th.

SUMMARY:

The bit of feedback provided so far on the LUC priorities google doc, centers mainly on a broad consensus for the urgency to update the assured housing nexus study as the number one priority. We also received some feedback regarding the ADU section and whether or not to further restrict those for workforce housing. The following staff report provides the list of LUC priorities proposed thus far, and a timetable for each one to be crafted, vetted and adopted.



STAFF REPORT

PLANNING & ZONING DEPARTMENT

DATE: Wednesday, March 30, 2022

TO: Grand County Commission

SUBJECT: Land Use Code priorities and timetable

RESPECTFULLY SUBMITTED: Elissa Martin, Planner

STAFF RECOMMENDTION: Review the proposed LUC priorities and timetable and approve as is or provide direction to modify the timetable /prioritization of specific code updates. Provide a directive to staff to continue to work with the LUC Update advisory committee to develop ordinances and draft language for each code update.

Provide directive to staff to work with BAE Urban Economics to develop a scope of work and cost estimate to update the assured housing nexus study in preparation for LUC Code updates Housing A & C

LUC priority	Purpose	Propose draft ordinance @ PC	Final Adoption @ CC
Housing A	Interim Resolution to formally initiate proceedings to amend Grand County LUC Section 6.15, affecting all zones, to require new development (with some exceptions) to provide % workforce housing units or fee in lieu.		April 19 th
Article 3 - ADU's & Temp Uses	Update section 3.2 ADU - to regulate Internal ADU's and to further deed restrict all ADU's to promote local housing.	April 25 th (noticing deadline April 15 th)	May 17 th (noticing deadline May 6 th)
	Update section 3.3 Use-Specific Standards for Temporary Uses. To include standards for additional temp uses such as music festivals, flea markets, film production, food trucks, etc..		
Housing B	Adopt ordinance establishing an overlay district to provide seasonal workforce housing (RV's /tiny homes).	May 9 th (noticing deadline April 29 th)	June 7 th (noticing deadline May 27 th)
OAO	Ordinance to amend Section 4.6 to rectify the development agreement problem, clean up the language for clearer interpretation and replace dude ranch category with "Special Purpose Retreat"	May 23 rd (noticing deadline May 13 th)	June 7 th (noticing deadline May 27 th)

	Category (to regulate glampgrounds).		
Water A	Update Section 6 General Development standards to include a section on water -- limit development where water is non-existent (includes updating references in Article 7 Subdivisions, and Section 9.16 Site Plan Review)	June 27 th	July 19 th
Water B	Enact an impact fee to fund water studies and ground & surface water monitoring	?	?
Water C	Ordinance to require water wise landscaping	?	?
Housing C	Amend Article 7, Subdivisions, and Section 2.3 SLR, Section 2.4 LLR, Section 2.6 MFR to allow density bonuses in return for affordable housing units or fee in lieu (based on results of Future Land Use Map, which will identify where increased density should go).	Winter 2022	Winter 2022
Dark Skies	Amend section 6.6 to include language re: prohibiting light trespass onto neighboring properties	Fall 2022	Fall 2022

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
APRIL 5, 2022
 Agenda Item: I

TITLE:	Approving Emergency Purchase of Administrative Roof Replacement at The Old Spanish Trail Arena
FISCAL IMPACT:	\$124,971.00
PRESENTER(S):	Angela Book The Old Spanish Trail Arena Director

Prepared By:

 Angela Book
 OSTA Director
 (435) 259-1311
 abook@grandcountyutah.net

FOR OFFICE USE ONLY:
Attorney Review:

SUGGESTED MOTION:

I move to approve the agreement for the emergency replacement of the administrative roof of the Old Spanish Trail Arena with Garland/DBS, Inc. in the amount of \$124,971, to be drawn from the General Fund's Capital Buildings budget.

BACKGROUND:

The Admin roof of the main arena building is the original roof from the 1980's construction. The roof began having severe leaking into the front portion of the building causing damage to insulation, ceiling tiles, and then creating puddles on the new flooring that was recently installed. Upon inspection of the roof from staff and contractor large "waterbed" formations are being created under the roof material where water is collecting. There are also multiple exposed holes in the roof. A temporary fix of the larger holes has been done to get us through until the replacement can be made. Upon investigating and researching this roof there were similar repairs made to the roof in 2014 and the contractor suggested replacement at that time.

The General Fund's Capital Building's budget can cover this expense without the necessity of an amendment, although it may reduce the funding available for the purchase/remodel of office space, and/or other Capital projects.

ATTACHMENT(S):

- Independent Contractor's Agreement with exhibits

INDEPENDENT CONTRACTOR AGREEMENT

This **INDEPENDENT CONTRACTOR AGREEMENT** is hereby entered into this 5th day of April 2022 (“Effective Date”) by and between **Grand County**, a political subdivision of the State of Utah, located at 125 E. Center Street, Moab, UT 84532 (the “County”) and Garland/DBS, Inc, a Delaware corporation located at 3800 E. 91st St, Cleveland, OH 44105 (the “Contractor”).

WITNESSETH

WHEREAS Contractor is willing to provide services to County as an Independent Contractor, and County is willing to accept services from and compensate Contractor for said services subject to this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, County and Contractor agree as follows:

1. **SERVICES.** Contractor herewith agrees to perform the following services, as more particularly described in the Scope of Work attached hereto as *Exhibit A* (the “Services”):

Replace roofing above administrative areas of the Old Spanish Trail Arena.

The Parties acknowledge that they may amend and modify the Services only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

2. **PROJECT SCHEDULE.** Contractor shall complete the Services on the following schedule (the “Project Schedule”):

Start date will be 12-14 weeks after the execution of this agreement. And, is expected to be completed by August 15, 2022.

Contractor shall use commercially reasonable efforts to meet the Project Schedule, and the County agrees to cooperate in good faith to allow Contractor to meet the Project Schedule in a timely and professional manner. The Parties acknowledge that they may amend and modify the Project Schedule only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

3. **PROPERTY.** Contractor shall perform the Services for the benefit of real property owned by the County located at 3641 South Highway 191 Moab Utah 84532 (the “Property”). The County warrants and represents that it owns the Property.
4. **TERM OF AGREEMENT.** Subject to Section 2, this Agreement shall begin on the Effective Date and shall expire upon satisfactory completion of the project and full payment.

5. PAYMENT.

- a. Compensation. County shall pay Contractor, and Contractor shall accept from County, in full payment for the Services under this Agreement, the following compensation: \$124,971.00 (the "Compensation"). Contractor shall invoice the County upon completion of the Services, and the County shall pay Contractor within thirty (30) days of the County's approval of the same.
- b. Lien Waivers. As a condition precedent to each payment under this Agreement, including the final payments, not later than the date of payment request, the Contractor shall furnish affidavits and lien waivers and releases in the form attached hereto, confirming that no liens or rights in rem of any kind lie upon or have attached against the Property, the Services or materials, articles or equipment therefore and shall furnish such other documents as may be required by the County as may be necessary in its judgment to protect its interests, including, without limitation, monthly waivers of mechanics', laborers' and materialmen's liens by all subcontractors and all suppliers who have supplied material and/or labor for the Services. The Contractor agrees that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold harmless from and against such liens, rights and any and all expenses incurred by the Contractor or the County in discharging them.

6. NOTICE OF COMPLETION. Contractor shall submit to the County a written and dated Notice of Completion once the Services are complete. The County may object to the Notice of Completion in writing within fifteen (15) days of the Notice of Completion Date by describing the incomplete work. Contractor shall have thirty (30) days from the Objection Date to respond or complete the Services required hereunder, at which time the Contractor shall submit to Client a written and dated Final Notice of Completion. If the County does not timely object hereunder, then the Services shall be deemed acceptable to the County.

7. PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS. Contractor shall obtain and be responsible for all occupational and professional licenses and permits required to perform the Services prior to the commencement of the same. Further, Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.

8. CONTRACTOR, DEFINED.

- a. Independent Contractor. Contractor is and shall always be an independent contractor with respect to the Services performed hereunder. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement.

- b. No Third-Party Beneficiary. Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.
 - c. Miscellaneous. As used herein, Contractor shall include all owners, members, shareholders, directors, officers, agents, employees, heirs, assigns, and subcontractors of Contractor. All Contractor's employees engaged hereunder shall be at least 18 years of age. Further, the County reserves the right to remove employees of Contractor or Subcontractor engaged hereunder for substandard work, gross negligence or intentional disregard for county property, or drug or alcohol use.
 - d. This Section shall survive expiration or termination of this Agreement.
9. **CONFIDENTIALITY**. All designated confidential information disclosed by the County to the Contractor hereunder shall be kept confidential by Contractor. In such event, Contractor agrees to use all reasonable precautions to ensure that all such confidential information is properly protected and kept from unauthorized persons or disclosure. This Section shall survive expiration or termination of this Agreement.

10. REPRESENTATIONS AND WARRANTIES.

- a. Best Efforts. Contractor warrants that the materials and equipment furnished under this Agreement shall be of good quality and new, unless otherwise required or permitted hereunder, that the Services shall be free from defects not inherent in the quality required or permitted, and that the Services shall conform with the requirements hereunder. The Services not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. If required by the County, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- b. Service Warranty. Contractor further warrants that the Services shall be free of defects and deficiencies for a period of one (1) year after the Final Notice of Completion Date (the "Warranty Period"). The County may enforce the Warranty by providing a written Notice of Deficiency within the Warranty Period. Contractor shall have thirty (30) days from the Notice of Deficiency Date to inspect, object/respond, or repair/replace the Services.
- c. Legal Compliance. Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.
- d. This Section shall survive expiration or termination of this Agreement.

11. INSURANCE.

- a. General. Prior to Contractor's commencement of the Services and during the term of this Agreement, Contractor shall carry the following insurance with an insurance company duly admitted into the State of Utah which maintains an A.M. Best rating of "A-" or better:
 - i. *Commercial General Liability* with coverage not less than \$1 million each occurrence with a \$2 million combined single limit. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage, or work performed by Contractors;
 - ii. *Workers' Compensation and Employers' Liability Insurance* with coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease; and
 - iii. *Business Auto Liability Insurance* with coverage of not less than \$1,000,000 for each accident.
- b. Certificates of Insurance. Each Certificate of Insurance shall be attached hereto as **Exhibit B** and provide the following: a) designation of the County as an Additional Insured; and b) an endorsement for Waiver of Subrogation. Early cancellation or termination of the County's coverage hereunder shall constitute default.
- c. Survival. This Section shall survive expiration or termination of this Agreement

12. **BREACH**. As used herein, Breach shall mean any failure by a party hereunder to perform any of its obligations under this Agreement, including but not limited to: Contractor's failure to commence or otherwise perform the Services in accordance with the provisions of this Contract, Contractor's failure to use an adequate amount or quality of personnel or equipment to complete the Services without delay, a party's adjudication as bankrupt, assignment of this Agreement for the benefit of its creditors, insolvency, or any party's failure to make prompt payments required hereunder, including Contractor's payments to its subcontractors, materialman, or laborers.

13. TERMINATION OF AGREEMENT.

- a. By the County. In the event of Contractor's Breach hereunder, the County may, after giving the Contractor three (3) days' written notice, terminate this Contract and take possession of the Services. Upon receipt of such notice, Contractor shall cease operations and terminate existing subcontractors and purchase orders to the extent directed in the notice and complete such portions of the Services and take all actions to mitigate any losses and damages arising from the termination, as specified in the notice. Upon termination pursuant to this Section, the Contractor shall be entitled to receive, as full and final compensation for the Services, the Contract Sum attributable to the Services properly performed prior to the effective date of termination to the extent not previously paid and reasonable and necessary termination expenses for demobilization (subject to the County's receipt of supporting documentation acceptable to the County) and the ratable proportion of the Contractor's profit earned as of that date, provided, however, that the total amount paid to Contractor pursuant to this Section shall not exceed the Compensation.
- b. By the Contractor. Contractor shall have the right to terminate this Contract in the event the County has failed, without cause, to make payment required hereunder, or the Project has been suspended for more than one hundred twenty (120) days; however, provided that such suspension is not the result of acts of force majeure or acts or omissions of the Contractor.
- c. Effect of Termination. In the event of termination under this Section, this Agreement (other than those Sections which survive termination, as stated herein), shall forthwith become wholly void and of no further force and effect; provided, however, that nothing herein shall relieve any party from liability for willful Breach of this Agreement.

14. INDEMNIFICATION. The Services performed by Contractor shall be at the risk of Contractor exclusively. Contractor herewith agrees to indemnify, defend, and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, taxes, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees, or any person or persons. This Section shall survive expiration or termination of this Agreement.

15. FORCE MAJEURE. Neither party shall be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control ("Force Majeure"), including, without limitation, strikes; work stoppages; acts of war or terrorism; civil or military disturbances; nuclear or

natural catastrophes or acts of God; global, state-wide or local pandemics; state-wide or local states of emergencies which cause travel or movement restrictions; and interruptions or malfunctions of utilities, communications or computer (software and hardware) services; provided, however, that each party shall use reasonable efforts consistent with accepted practices in their respective industries to resume performance as soon as practicable under the circumstances. This Section shall survive expiration or termination of this Agreement.

16. ENTIRE AGREEMENT / SUBCONTRACTORS. This Agreement together with its exhibits contains the complete Agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this Agreement. The Parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other. The Contractor may subcontract out a portion of the work to another party only with the express written permission of Grand County. It is acknowledged that any Agreement between the Contractor and Subcontractor is not binding on Grand County.
17. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.
18. NO ASSIGNMENT. This Agreement is not assignable without the written consent of the Parties.
19. DISPUTES. Should any disputes arise with respect to this Agreement, the Contractor and the County agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.
20. CHOICE OF LAW. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7th Judicial

District, State of Utah, Grand County. This Section shall survive expiration or termination of this Agreement

21. NO WAIVER. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

22. SEVERABILITY. The invalidity of any portion of this Agreement for any reason will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.

23. UNDERSTANDING AND EFFECT OF AGREEMENT.

- a. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Agreement.
- b. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.
- c. Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.

24. PARAGRAPH HEADINGS. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

25. ATTORNEYS' FEES AND COSTS. In the event of dispute hereunder, the prevailing party, as determined by a court of competent jurisdiction, shall recover its attorneys' fees and costs incurred to enforce this Agreement.

26. DUTY OF NOTIFICATION. Upon filing for bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall immediately notify the County.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

Contractor's Signature

Printed Name of Contractor and Title

Date

County Signature Jacques Hadler
Chair, Grand County Commission _____
Date

ATTEST:

Grand County Clerk/Auditor _____
Date

Contact Information

Contractor's Contact Information

Name: Ron Seitz
Title: Project Manager
Address: 3800 E. 91st., Cleveland , OH 44105
Phone: 216-430-3631
Fax:
Email: rseitz@garlandind.com

County's Assigned Project Manager

Name: Angela Book
Title: OSTA Director
Address: 3641 South HWY 191
Phone: (435) 259-1311
Fax:
Email: abook@grandcountyutah.net

Exhibit A
Scope of Work

Scope of Work: Single-Ply Roof Replacement

1. Remove entire assembly down to deck and dispose
2. Install R-30 iso insulation
3. Install crickets for drainage as necessary
4. Install ½" gyp cover board – mechanically attached
5. Install 60 KEE – mechanically attached
6. Install KEE membrane to parapet walls, curbs, penetrations
7. Install 24-gauge coping
8. Install 24-gauge counterflashing
9. Provide North Face Roofing, Inc. 2-year workmanship warranty
10. Provide 20 Year Material Warranty with Limited Workmanship.



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Grand County
Old Spanish Trail Arena
182 N. 500 W.
Moab, UT 84532

Date Submitted: 03/15/2022
Proposal #: 25-UT-220274
MICPA # PW1925
State Cooperative Contract PD3615
Utah General Contractor License #: 7685360-5501

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Single-Ply Roof Replacement

1. Remove entire assembly down to deck and dispose
2. Install R-30 iso insulation
3. Install crickets for drainage as necessary
4. Install 1/2" gyp cover board – mechanically attached
5. Install 60 KEE membrane – mechanically attached
6. Install KEE membrane to parapet walls, curbs, penetrations
7. Install 24 gauge coping
8. Install 24 gauge counterflashing
9. Provide North Face Roofing, Inc. 2 year workmanship warranty
10. Provide 20 Year Material Warranty with Limited Workmanship.

Attachment C: Bid Form - Line Item Pricing Breakdown

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.10	Tear-off & Dispose of Debris: SYSTEM TYPE Single-Ply W/ Insulation - Wood / Tectum Deck	\$ 2.16	4,500	SF	\$ 9,720
17.02.01	FULLY ADHERED SINGLE-PLY ROOF SYSTEMS: WOOD/TECTUM DECK - SINGLE-PLY APPLICATION INSULATION OPTION: WOOD DECK: Mechanically Fasten Polyisocyanurate / Adhere Treated 1/2" Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20	\$ 5.08	4,500	SF	\$ 22,860
4.22	Insulation Recovery Board & Insulations Options: INSULATION SUBSTITUTION OPTION: Add for Providing an R-Value of 30 Instead of the Standard R-Value of 20 - All Applications Other Than Metal Roof Systems	\$ 1.30	4,500	SF	\$ 5,850
17.05.11	FULLY ADHERED SINGLE-PLY ROOF SYSTEMS: ROOF CONFIGURATION: Fully Adhered Single-Ply Roof System Installed Over Prepared Surface or Insulation SINGLE-PLY ROOF TYPE: ASTM D 6754 - Ketone Ethylene Ester (KEE) - 60 Mil Thickness	\$ 8.44	4,500	SF	\$ 37,980
20.04.11	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: Single-Ply Flashings - Fully Adhered Single-Ply Roof Flashings Installed on Corresponding Single-Ply Roof Systems ROOF MEMBRANE OPTION: ASTM D 6754 - Ketone Ethylene Ester (KEE) - 60 Mil Thickness	\$ 14.34	1,000	SF	\$ 14,340
	Metal Stretch-Out: 24 Gauge Coping Cap with Six (6) Bends	\$ 27.41	400	LF	\$ 10,964
	Metal Stretch-Out: 24 Gauge Counter Flashing with Six (6) Bends	\$ 16.01	400	LF	\$ 6,404
	Sub Total Prior to Multipliers				\$ 108,118
22.19	MULTIPLIER - ROOF SIZE IS GREATER THAN 3,000 SF, BUT LESS THAN 5,000 SF Multiplier is applied when Roof Size is greater than 3,000 SF, but less than 5,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a smaller roof area resulting in fixed costs being a larger portion of the overall job costs	20	\$ 108,118	%	\$ 21,624
	Total After Multipliers				\$ 129,742

Base Bid Total Maximum Price of Line Items under the MICPA:	\$ 129,742
Proposal Price Based Upon Market Experience:	\$ 124,971

Garland/DBS Price Based Upon Local Market Competition:

North Face Roofing, Inc. \$ 124,971

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded.
2. Bonds are included.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662

EXHIBIT B
Certificates of Insurance

See Attached Certificate of Insurance



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA, Inc.		NAMED INSURED Garland/DBS, Inc. 3800 East 91st Street Cleveland, OH 44105	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Other deductibles may apply as per policy terms and conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

D. This coverage does not apply:

1. While there are spare or reserve "autos" available to you for your operations; or
2. If coverage is provided by another endorsement attached to this policy;

E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph A.4. Coverage Extensions of **SECTION III – PHYSICAL DAMAGE COVERAGE** of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

A. Paragraph A.2. of the **COMMON POLICY CONDITIONS** is changed to:

2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:

a. For reasons of non-payment, the greater of:

(1) 10 days; or

(2) The number of days specified in any other Cancellation Condition attached to this policy; or

b. For reasons other than non-payment, the greater of:

(1) 60 days;

(2) The number of days shown in the Cancellation and Non-renewal Schedule; or

(3) The number of days specified in any other Cancellation Condition attached to this policy;

prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph A. of the **COMMON POLICY CONDITIONS**, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph C. **Limits Of Insurance** of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

c. Security deposits not returned by the lessor;

d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

A. Coverage

1. Paragraph B.7. of SECTION IV - BUSINESS AUTO CONDITIONS is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
- b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph B.5. Other Insurance in SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States;
2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph A.5. in SECTION IV - BUSINESS AUTO CONDITIONS does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO7668473-00

Effective Date: 12/05/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition);

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition);

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above;

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance Condition** of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance Condition** under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – Limits Of Insurance:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 02/24/10 83

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

POLLUTION LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective: 12/05/2021 12:01 A.M. standard time	Policy No. GLO7668473-00
Named Insured Design Build Solutions, Inc.	Countersigned by

(Authorized Representative)

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO7668473-00	12/05/2021	12/05/2022	12/05/2021			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.



ZURICH

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem.	Return Prem.
GL07668473-00	12/05/2021	12/05/2022	12/05/2021		\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION

We will not cancel this policy until written notice of cancellation has been delivered to those scheduled below at least:

- a) 10 days before the effective date of cancellation, if we cancel for non-payment of premium, fraud, or misrepresentation, or
- b) 60 days before the effective date of the cancellation if we cancel the insurance afforded by this policy for any other reason.

Failure to provide notice under this endorsement will not affect the validity of the cancellation except as it relates to the person or organization listed below:

NAME

ADDRESS

Garland Industries, Inc.

3800 E 91st St
Cleveland OH 44105

In no event will the notification be less than the minimum days required for notification by state statute. Notification will be provided to all parties in a manner as required by state statute, if any.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-89D-473853-031

Effective Date

Premium \$

Issued to Garland Industries, Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in KY, NJ, NH, and OK.

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Where required by contract or written agreement prior to loss and allowed by law.

In the states of AL, AZ, AR, CO, GA, ID, IL, IN, KS, ME, MI, MN, MS, MO, NV, NM, NC, OR, PA, RI, SC, SD, VT, and WV, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of CT, FL, IA, MD, NE, and OR, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of NY, and TN, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of HI, the premium charge is \$250 and determined as follows:
The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of MA, the premium charge is 1% of the total manual premium.

In the state of LA, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the state of VA, the premium charge is 5% of the total manual premium.

subject to a minimum premium of \$250 per policy;

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-69D-473653-031

Effective Date

Premium \$

Issued to Garland Industries, Inc.

Endorsement No.

CONDITIONAL WAIVER AND RELEASE OF LIENS AND CLAIMS

1. The undersigned is the duly authorized agent for _____ (“**Contractor**”) and is authorized to grant, on Contractor’s behalf, the lien and claim waivers set forth herein.

2. Contractor has supplied or will supply laborers, machinery, tools, equipment, materials, and/or professional or skilled services (collectively, the “**Construction Work**”) to the real property described as follows:

The Old Spanish Trail Arena 3641 South Highway 191 Moab, Utah 84532 (collectively, the “**Property**”).

3. Contractor, for all Construction Work, including but not limited to Improvements, each as defined by the Utah Preconstruction and Construction Lien Act at Utah Statute § 38-1A-101, *et seq.*, supplied through the date of December 31, 2022, shall, upon receipt of \$124,971.00 (“**Payment**”):

(a) release, relinquish, and waive any and all rights to and claims for a mechanics’ lien, notice to disburser or verified statement of claim against the Property arising out of any work performed or furnished by the Contractor in connection with the Construction Work, any related Improvements, or the Property; and

(b) release the owner(s) of the Property and its lender, managers, members, owners, officers, directors, agents, employees, contractors, affiliates and related entities (collectively, the “**Releasees**”) from any and all rights of action, liabilities, judgments, damages, losses, liens, and claims of any other kind or nature arising out of any work performed, furnished, and/or agreed to by the Contractor in connection with the Construction Work, any related Improvements, or the Property.

4. Contractor warrants that it has paid (or will pay upon Payment) in full all of its laborers, subcontractors, materialmen, suppliers, and any others for all labor, machinery, tools, equipment, materials and/or professional or skilled services provided in connection with the Construction Work and the Improvements.

5. Contractor warrants that, following Payment, should any lien or claim be filed for labor, machinery, tools, equipment, materials, and/or professional or skilled services performed in connection with the Construction Work and Improvements, Contractor will defend, indemnify, and hold harmless the Releasees against such lien or claim and, in addition, immediately either (i) obtain settlement of any such lien or claim and furnish Owner with a written and full release of such lien or claim, or (ii) furnish the Owner a bond, for release of such lien pursuant to law.

NOTICE: This document waives rights conditionally. This document is enforceable against you if you sign it and once you have been paid.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF UTAH THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20__.

Signature: _____

Company Name: _____

Printed Name: _____

Title: _____

STATE OF UTAH)
) ss.
COUNTY OF GRAND)

Subscribed and sworn to before me this _____ day of _____, 20__, by _____ as _____ of _____.

Witness my hand and official seal.

(SEAL)

Notary Public

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

Agenda Item: J

TITLE:	Billboard Lease Agreement 675 N Main
FISCAL IMPACT:	\$13,200.00
PRESENTER(S):	August Granath – Economic Development

Prepared By:

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the agreement with Scott Newton/Velo Newguz, LLC to lease the north side of the billboard located at 675 N Main Street at a rate of \$6600.00 per year for 2 years.

BACKGROUND:

- The lease on the billboard on 675 North Main in Moab was started in March of 2020 in response to the Grand County Commission's request that the Moab Area Travel Council restrict its marketing to responsible recreation and visitor education. In-town billboards are being used to help educate visitors who are already in Moab. The board is currently being used to encourage UTV users to stay on the trails and slow down while driving in town.

ATTACHMENT(S):

Billboard lease agreement

Lease of Billboard on 675 North Main Street, Moab Utah

1.) Lease

Scott Newton/Velo Newguz LLC ("Landlord"). of 675 North Main Billboard.

_____, ("Landlord")

_____, as Lessor, leases, under the terms and conditions of this agreement.

Signed By: _____ Position _____

2.) Description of Leased Premises

The Landlord hereby leases the North Facing side of the Billboard located at 675 North Main Street. The Landlord retains full right to use and lease the South facing of the Billboard at the Landlords discretion. (Currently under lease through 2023 with the Holiday Inn Express)

3.) Term

The term of the lease and this agreement shall commence on March 1, 2022 and last 24 months. The Lease can be renewed again at this time.

4.) Rent

Billboard Owner shall pay to Landlord as rent the sum of \$6600.00 per year, payable at the rate of \$550.00 per month, in advance on the 1st day of each month. The Billboard Owner may also choose to remit payment to the Landlord in a lump sum on or before April 1, 2022

All checks are payable to:

Velo NewGuz LLC

Mail to:

Scott Newton
804 Pear Tree Lane
Moab, Utah 84532

5.) Use of Premises

During the Term, Billboard Lessee shall maintain the North Facing billboard on the Premises and shall use the Premises for no other purpose.

6.) Access to Premises

Landlord grants to Billboard Lessee the right of access to the Premises for the purpose of erecting and maintaining the Display at all times during the Term.

7.) Eclectic Power Supply

The Landlord shall arrange and pay for the providing a supply of electrical power to the Display and shall be responsible for the cost of all electrical power used in the construction, operation and maintenance of the Display. We currently run a timer

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
April 5, 2022
Agenda Item: K

TITLE:	Grant Disbursement and Expenditure Contract between HASU (Housing Authority of Southeastern Utah) and Grand County for the administration of the Rural County Grant Part B Fiscal Year 2022 Award
FISCAL IMPACT:	\$360,100 (\$300,000 in award funds; \$60,100 in match funds provided by HASU)
PRESENTER(S):	Ben Alter, Grand County Economic Development

Prepared By:

FOR OFFICE USE ONLY:
Attorney Review:

N/A

SUGGESTED MOTION:

I move to approve the Grant Contract Agreement between HASU and Grand County for the administration of the Rural County Grant Part B FY22 award.

BACKGROUND:

Grand County and HASU worked closely together to apply to the Governor’s Office of Economic Opportunity’s Rural County Grant in support of HASU’s “Skyline Arch” affordable housing development at Arroyo Crossing. Together, Grand County and HASU were awarded \$300,000 to support predevelopment steps and site control for the development. The grant requires a 20% match which will be met with HASU’s predevelopment investments. Actions funded by this grant will include a topography survey, geotechnical testing, payment of tax credit application fees, and a deposit on the land at Arroyo Crossing.

ATTACHMENT(S):

1. Grand County-HASU Grant Contract

GRAND COUNTY GRANT CONTRACT

1. **CONTRACTING PARTIES:** This contract is between GRAND COUNTY, referred to as the County, and the following Grantee:

Housing Authority of Southeastern Utah (HASU)
321 E Center St.
Moab, UT 84532

Federal Tax ID: 87-0498473
Legal Status of Contractor: Non-Profit Corporation

HASU Contact Person: Benjamin Riley
Title: Executive Director
Phone #: 435-259-5891
Email: briley@hasuhomes.org

COUNTY Contact Person: Ben Alter
Title: Economic Development Specialist
Phone #: 435-259-1372
Email: balter@grandcountyyutah.net

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide terms and conditions for Grantee's grant award to fund predevelopment, land deposit, and land site control costs associated with HASU's "Skyline Arch" development at Arroyo Crossing. The Grantee's funds are provided for through Grand County's Rural County Grant Part B \$300,000.00 award for the fiscal year 2022.
3. **AUTHORITY:** This contract is entered into pursuant to the County's authority to administer funds under the Utah Governor's Office of Economic Opportunity's Rural County Grant, Utah law, and approval of the Grand County Commission on April 5th, 2022 authorizing this grant award.
4. **CONTRACT PERIOD:** Calendar Year 2022
5. **CONTRACT AMOUNT:** The County awards and the Grantee accepts a one-time grant award of three-hundred thousand dollars (\$300,000.00) to be paid in two payments: \$225,000 paid upon Grand County's receipt of the same from the Governor's Office of Economic Opportunity (GOEO), and \$75,000 to be paid upon completion of Items 1-8 of the revised Rural County Grant Part B budget (reproduced as Attachment B) as submitted to the Governor's Office of Economic Opportunity.
6. **SCOPE OF WORK:** The initial disbursement of \$225,000 will be used by the Grantee to undertake the following predevelopment steps (Items 1-8 in Attachment B): an appraisal and market study to substantiate the land value and demand for the project; an update of the original environmental study, confirming that the site does not contain toxic contamination; a site survey to provide topography, boundaries and easements to inform the work of the design team (architects and engineers); a geotechnical investigation which provides the necessary information on the site's soil composition to design the buildings' structural systems; execution of contract agreement(s) for overall architectural and engineering services; consulting services to assist in completing the applications for tax credits and other financing; the payment of tax credit application fees; and, an initial land deposit. The Grantee will provide Grand County with any required documents to certify

GRAND COUNTY UTAH

ATTEST:

Jacques Hadler Date:
Chair, Grand County Commission

Gabriel Woytek Date:
Grand County Clerk/Auditor

Attachment A: Standard Terms and Conditions for Grants by Government Entities

1. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of Grand County and 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 the Moab District Court.
2. **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.
3. **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 County to Grantee under this Contract, pursuant to the American Rescue Plan Act. These records shall be retained by Grantee for at least three (3) years after final payment, or until all audits initiated within the 3 years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, auditors and/or County staff to access to all records necessary to account for the Contract Amount received by Grantee as a result of this Contract.
4. **INDEPENDENT CAPACITY:** Grantee, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the County.
5. **INDEMNITY:** Nothing in this Contract shall be construed as a waiver by the County of any rights, limits, protections or defenses provided by the Utah Governmental Immunity Act (Utah Code § 63G-7-101 *et seq.*). 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.
6. **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.
7. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract.
8. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees, as required by law.
9. **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 County express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA.
10. **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.
11. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

12. **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.
13. **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.

Attachment B: Grand County FY22 Rural County Grant Part B Budget as submitted to the Governor's Office of Economic Opportunity

Item	Economic Development Project or Activity	Grant Fund and Grantee Match Total	Quantity of Grant Funds to be Used	Grantee Matching Fund Contribution (HASU)
1	Appraisal & Market Study	\$8,000.00	\$5,500.00	\$2,500.00
2	Environmental Update	\$3,500.00	\$0.00	\$3,500.00
3	Survey (topography, boundaries and easements)	\$5,500.00	\$5,500.00	\$0.00
4	Geotechnical Testing (Soils Report)	\$6,500.00	\$6,500.00	\$0.00
5	Execute an agreement for overall architectural and engineering services	\$167,400.00	\$153,000.00	\$14,400.00
6	Financial Consulting (LIHTC)	\$50,000.00	\$32,000.00	\$18,000.00
7	Tax Credit Application Fees	\$25,000.00	\$22,500.00	\$2,500.00
8	Land Deposit	\$19,200	0	\$19,200.00
9	Land Site Control	\$75,000.00	\$75,000.00	\$0.00
TOTAL		\$ 360,100.00	\$ 300,000.00	\$ 60,100.00

GRAND COUNTY GRANT CONTRACT

1. **CONTRACTING PARTIES:** This contract is between GRAND COUNTY, referred to as the County, and the following Grantee:

Housing Authority of Southeastern Utah (HASU)
321 E Center St.
Moab, UT 84532

Federal Tax ID: 87-0498473

Legal Status of Contractor: Non-Profit Corporation

HASU Contact Person: Benjamin Riley
Title: Executive Director
Phone #: 435-259-5891
Email: briley@hasuhomes.org

COUNTY Contact Person: Ben Alter
Title: Economic Development Specialist
Phone #: 435-259-1372
Email: balter@grandcountyutah.net

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide terms and conditions for Grantee's grant award to fund predevelopment, land deposit, and land site control costs associated with HASU's "Skyline Arch" development at Arroyo Crossing. The Grantee's funds are provided for through Grand County's Rural County Grant Part B \$300,000.00 award for the fiscal year 2022.
3. **AUTHORITY:** This contract is entered into pursuant to the County's authority to administer funds under the Utah Governor's Office of Economic Development's Rural County Grant, Utah law, and approval of the Grand County Commission on [REDACTED], 2022 authorizing this grant award.
4. **CONTRACT PERIOD:** Calendar Year 2022
5. **CONTRACT AMOUNT:** The County awards and the Grantee accepts a one-time grant award of three-hundred thousand dollars (\$300,000.00) to be paid in two payments: \$225,000 paid upon Grand County's receipt of the same from the Governor's Office of Economic Development (GOEO), and \$75,000 to be paid upon completion of Items 1-8 of the revised Rural County Grant Part B budget (reproduced as Attachment B) as submitted to the Governor's Office of Economic Opportunity.
6. **SCOPE OF WORK:** The initial disbursement of \$225,000 will be used by the Grantee to undertake the following predevelopment steps (Items 1-8 in Attachment B): an appraisal and market study to substantiate the land value and demand for the project; an update of the original environmental study, confirming that the site does not contain toxic contamination; a site survey to provide topography, boundaries and easements to inform the work of the design team (architects and engineers); a geotechnical investigation which provides the necessary information on the site's soil composition to design the buildings' structural systems; execution of contract agreement(s) for overall architectural and engineering services; consulting services to assist in completing the applications for tax credits and other financing; the payment of tax credit application fees; and, an initial land deposit. The Grantee will provide Grand County with any required documents to certify

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TOTAL		\$ 360,100.00	\$ 300,000.00	\$ 60,100.00

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
APRIL 5, 2022
 Agenda Item: L

TITLE:	County Commission Strategic Plan
FISCAL IMPACT:	Not applicable
PRESENTER(S):	John J.Guenther, Planning and Zoning Director

Prepared By:
JOHN J.GUENTHER
PLANNING AND
ZONING DIRECTOR

FOR OFFICE USE ONLY:
Attorney Review:

SUGGESTED MOTION:
I move to adopt the County Strategic Plan dated March 29, 2022; AND THAT Staff develop an implementation plan and report back with suggested strategies.

BACKGROUND:
 In a staff report to the County Commission dated October 10, 2021 the Commission resolved to move the attached Strategic Plan (Attachment #1) forward to:

“...to the next phase of County Staff and Public review process within the context of the General Plan redraft.”

- The County Strategic plan was considered in a series of workshops:
1. August 3, 2021 – Strengths, Weaknesses, Opportunities and Weaknesses workshop sourced important elements of Commission member’s vision – 43 values and a draft mission statement formulated;
 2. August 17, 2021 – Political, Economic, Social and Technological constraints exercise conditioned the values and mission statements;
 3. September 8, 2021 – Draft vision and value statements discussed and redrafted – staff forwards to small Commission working group for editing; and
 4. Week of September 27, 2021 – redrafted statements forwarded to Commission members by email for comment – decision to progress with draft to County Commission meeting on October 19, 2021. Request draft support to advance to the General Plan drafting process that includes community and staff vetting.

Staff conducted two internal workshops – **December 15, 2021 and February 18, 2022** received a number of comments and suggestions. No substantive changes to the strategic plan are suggested. But many of the comments should be included in the implementation strategy – **see Attachment #2.**

A public open house on **November 10, 2021** included a strategic plan display, and grandcountyconnects.com has posted the document, but no comments were received.

The Decision making section of the General Plan has been framed in terms of the Strategic Plan.

NEXT STEPS:

With the adoption of the Strategic Plan, Staff can begin to collaborate on implementation strategies, some of which have been referenced in the staff comments.

Attachments:

1. Strategic Plan; and
2. Staff comments.



GRAND COUNTY GENERAL PLAN 2030

“Adventurous Small Town Spirit”

Attachment #1



Grand County Commission
Strategic Planning – PREFINAL DRAFT
November 12, 2021

A. Grand County – Proposed General Plan Title - *The Small Town Adventurous Spirit*

B. Vision

Balance - As a small and diverse community we collaborate with our partners to create resilient educational and economic opportunities for residents while balancing social and environmental values.

Indicators - The percent of our residents that are homeless, at risk of being homeless or residents living in unsafe or unhealthy homes lowers; The percent of our residents that are victims of violence lowers; Theft decreases; Vandalism decreases; The percent of residence in poverty decreases; The percent of our residence with access to quality health care increases; The percent of our residence with drug and or alcohol dependency decreased; Access to quality employment increases; Damage to our ecosystems decreases; Our aquifers are recharging yearly; Our water quality is above average; The night skies are dark; The air is clean; Majority of power is being generated with renewable sources; Access to quality education

C. Values

1. ***Sustainability*** - We encourage sustainable development that promotes resource conservation and preservation and takes into account ecological constraints.

Indicators - Measure of non-auto based transportation routes and proximity to homes. Average number of daily trips per household and vehicle miles traveled by community (Thompson Springs, Castle valley, Elgin, Spanish valley etc.) Count of auto/non-auto conflicts/accidents and close calls and locations (Pedestrian Fatalities on 191 etc. including bus stops and school routes etc.) ADA access to move close to home, locally, nationally, autonomous vehicle usage, electric and smart city initiatives, mode share transportation, accessibility developments, vehicle miles traveled, trips per household, trail connectivity and usage by recreational, commuting to work.



GRAND COUNTY GENERAL PLAN 2030

"Adventurous Small Town Spirit"

Attachment #1

- 2. Stewardship - Public lands are a tremendous community asset and we acknowledge our responsibility as stewards of those lands. We strive to preserve and protect wildlife habitat, dark night skies, rivers and watersheds, cultural resources, and our scenic natural beauty.**

Indicators – off road usage rates, noise complaints, prescribed quiet zones, habitat protection areas, light pollution, vandalisms, BLM and NPS reports.

- 3. Small town feel – We value the unique small town feel of our community and aim to preserve it as the community continues to grow and develop**

Indicators – number of and quality of collaborative projects, number and quality of regional plans, community survey results and trends demonstrating improvements in housing, participation, green projects; crime rates, community clean up actions, community survey results, regional and national presentations and feedback, regional projects with citizen and visitor involvement, wellbeing

- 4. Responsive and Inclusive Governance - We welcome diverse perspectives and initiatives by continuously engaging residents, reducing physical and technological barriers and improving access to County resources.**

Indicators - Education infrastructure and statistics (student graduation rates which include high school and post-secondary). Socio-demographic statistics from US Census, comparison of these statistics to the state and national averages, community surveys, and cultural opportunities offered, community events offered, education outreach to the community, community wellbeing survey, student grad rates and socio-demographics USU, number and types of educational programs, community needs assessment survey, range of cultural activities, film shoots, drama and entertainment events.

- 5. Livable community - We strive to maintain a livable community in which future generations are nurtured, vulnerable populations are supported, the health and safety of residents is reinforced, and a diversity of cultural and educational opportunities is present.**

Indicators - high school graduation rates, a measure of the 'brain drain' effect whereby graduates leave for higher education/opportunity and don't come back, drug usage rates, homelessness, addiction services, mental health outpatients, perceived health, wellness and happiness, average rent (\$), long term rental market inventory and occupancy, childcare provider availability vs. number of infants and toddlers and birth rates, index of available youth extracurricular activities, rates of public land use by residents, special event permits granted to minorities, female and minority business ownership, other indicators that might help illustrate livability and opportunity for minority residents, employment rates and type, high school grad rates, accidental injury and impairment, drug usage rates, fatalities.



GRAND COUNTY GENERAL PLAN 2030

"Adventurous Small Town Spirit"

Attachment #1

6. **Economic diversity** - We encourage responsible and diverse economic development that enhances our community, provides a wide range of employment opportunities and supports small businesses.

Indicators - Short term rental occupancy rates and ROI, TRT collected, business licenses, startups, airport traffic, companies by type, vacancy rates, measures of ecdev diversity, startups, business licenses.

7. **Collaboration** - We collaboratively plan and act with all partners including Moab City, San Juan County, and state and federal land management agencies.

Indicators – Number of regional projects and plans, engagement activities and meetings, memorandum of understanding and regional initiatives, mutual grant projects, and sustainability indicators.

Definitions

1. **Sustainability** – small town mindset, open media access, opportunities for social engagement, economic diversity, environmental preservation, complete streets, mixed use development, transportation options, climate change adaptation and resiliency objectives.
 - a. **Resiliency** – Climate resilience is the ability to anticipate, prepare for, and respond to hazardous events, trends, or disturbances related to climate. Improving climate resilience involves assessing how climate change will create new, or alter current, climate-related risks, and taking steps to better cope with these risks.
 - b. **Adaptation** - Adaptation refers to adjustments in ecological, social, or economic systems in response to actual or expected climatic stimuli and their effects or impacts. It refers to changes in processes, practices, and structures to moderate potential damages or to benefit from opportunities associated with climate change.
 - c. **Small town feel** – encourages cultural diversity, reduces the social impacts of noise, crowding, walkable, mixed use, respect for diversity, mutual respect for differences, Moab outside the national norm for small town feel, unique small town feel, agrarian close by, lack of auto traffic, biking an option, walkable, personable, friendly.
2. **Collaboration** – open, transparent, early and often, all methods – face to face, media, groups and individuals.
3. **Livable** – multi-modal mobility, walkable and scaled communities, mixed use, public safety, equitable with consideration given to at-risk residents and visitors, promotion of programs for youth, seniors and minorities with accessible, attainable, and a range of housing types, reduction of poverty.
4. **Responsible and diverse economic development** – considers negative impacts such as noise and environmental degradation, while promoting a range of back country user experiences, regional initiatives are promoted, innovation focused on diversity including serviced commercial, industrial and residential uses.



GRAND COUNTY GENERAL PLAN 2030

"Adventurous Small Town Spirit"

Attachment #2

Strategic Plan – Staff comments

March 29, 2022

A. December 15, 2021

1. Review and improve indicators especially related to sustainability: Greenhouse gas output, WATER (greywater, rainwater capturing), waste, recycling, green housing construction initiatives (solar, energy reduction, carbon neutral), alternative energy, more data not necessarily transportation focused;
2. References to "ecological constraints" seems bit redundant or unnecessary;
3. Can objectives and indicators capture the spirit of the vision, instead of the long sentence after sustainability?
4. How do you develop a valuable report on the Strategic plan?
5. Develop ways of measuring cumulative impacts of development;
6. Preservation and land stewardship seem dominant;
7. Hone in on BLM and NPS reports - what data do we want to gather from them?
8. Relevance of vandalisms - do we need total number of visitors, need a frame of context to be able to actually analyze impact of vandalism?
9. Collect land management data such as visitation and reporting and impact on wilderness study areas;
10. Conflict between transportation efforts and implementation (i.e. frontage roads), which would not be considered a "small-town" feel...other examples of this seen in Grand County?
11. How are some of these objectives measurable? Some are just not attainable - for example: Create communities with a sense of place...change to design standards?
12. Affordable healthcare...important, but how does it relate to the objective of a small-town feel - preserving the feeling of physical characteristics of a small town?
13. Involve staff in decision making as well as public engagement;
14. How are these objectives attainable when the current stresses of the community are already very apparent: i.e. affordable housing, lack of employees; etc.?
15. How feasible are these objectives? Feels a bit lofty?
16. Gauge results with robust indicators;
17. Another indicators could be accessible healthcare; and
18. Establish what 'future generations' mean.

B. February 18, 2022

1. Develop a Public Engagement Master Plan to bolster decision making in the General Plan;
2. Measure and survey "customers" to get trend data;
3. Embed strategic planning goals into staff reports;
4. Strategic plan 2 and 7 appear to have the same qualities;
5. Prioritizing levels of service we want. Where should we be focusing county resources?
6. Focus on a budget exercise that helps flesh out the objectives and reports on indicators;
7. Align strategic values to budget and levels of service;
8. Proactively use complaints in certain areas and create action items;
9. Annual reports should reference the plan and indicators;
10. Identify organizational overlaps with partners such as the City, GWSSA, and public agencies;
11. Decide on a way to segment neighborhoods;
12. "Complete streets" and other urban levels of smart growth may not be appropriate in rural areas;
13. Facilitate different types of social engagement;
14. Outline methods to develop parks and recreation master plans and collaborate with the City;
15. Balance and identify important capital projects such as roads, parks, services, facilities, etc.

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

APRIL 5, 2022

Agenda Item:

TITLE:	Approval of letter regarding the proposed SITLA Bear's Ears Land Exchange
FISCAL IMPACT:	none
PRESENTER(S):	Sarah Stock

Prepared By:
SARAH STOCK

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the chair's signature on the two letters to the School Institutional Trust Lands Administration (SITLA), and members of Utah Legislative Management Committee respectively regarding SITLA's proposal for the Bear's Ears Land Exchange in Grand County.

BACKGROUND:

- SITLA is seeking to exchange 130,000 acres of SITLA parcels within the recently designated Bears Ears National Monument for federal lands of "equal value" across the state, including Grand County.
- The proposed swap includes 27,465 acres in Grand County that SITLA desires to acquire from the BLM.
- Some of lands proposed in Grand County are important areas for recreation, wildlife habitat, contain wilderness characteristics and cultural resources, and are being discussed for inclusion in National Conservation Areas in our forthcoming Grand County Public Lands Plan.
- Under state law, any exchange of state land exceeding 500 acres must be approved by the Legislature, either through a resolution or action by the Legislative Management Committee.
- If approved, the swap must then go to Congress for approval.
- SITLA has yet to reach out to Grand County about this proposal, but maps have become publicly available.

ATTACHMENT(S):

- SITLA EXCHANGE MAP GRAND AND SAN JUAN COUNTIES
- SITLA EXCHANGE MAP STATEWIDE
- LETTER TO SITLA FROM GRAND COUNTY
- LETTER TO STATE LEGISLATIVE MANAGEMENT COMMITTEE MEMBERS

March XX, 2022

Michelle McConkie, Director
Utah School and Institutional Trust Lands Administration
675 East 500 South, Suite 500
Salt Lake City, Utah 84102

Re: Proposed Bears Ears Land Exchange

Dear Director McConkie,

Grand County recently had the opportunity to review SITLA's proposed Bears Ears National Monument land exchange map and is reaching out to express our concerns regarding Bureau of Land Management (BLM) parcels within Grand County targeted for SITLA acquisition. Prior to becoming aware of the proposed exchange map, Grand County was not informed about the development of a land exchange proposal and had not received any communication from SITLA regarding acquisitions within the county.

While we recognize the importance of trading out SITLA holdings within Bears Ears National Monument to facilitate conservation and consistent management across the landscape, we also recognize that lands acquired by SITLA through the exchange will be targeted for development in accordance with your revenue-generating mandate. The economic well-being of Grand County is intertwined with the protection of public lands, and additional consolidation of SITLA holdings within the county risks undermining the community's long-term vision, goals, and sustainability. For the reasons set out below, we request that SITLA remove Grand County acquisition parcels from the Bears Ears land exchange proposal.

Existing SITLA Holdings in Grand County

As you may be aware, Grand County ranks first in the state for SITLA holdings based on percentage of total land base (14%) and is second in total acreage (330,000 acres). Existing SITLA parcels in Grand County have been targeted for oil, gas, helium, potash, and lithium extraction; commercial and residential development; and dispersed and unregulated camping. Much of this development has been controversial within the community, due to inconsistencies with local planning and zoning regulations and conflicts with adjacent private landowners, BLM and county land management goals, and existing recreational uses. It is our position that further increases and consolidation of SITLA holdings within Grand County will result in additional controversy, inconsistency with the community's vision for the future, conflict with a sustainable tourism economy, and all without an effective means for involvement in decision making by elected officials and the larger citizenry.

Conflict with the Long-Term Planning and Vision

Grand County's General Plan states that the county will:

Support BLM-SITLA exchanges that are advantageous to Grand County residents for reasons such as: (a) protection of community watersheds; (b) protection of lands that are important to county residents for recreational or other economic values; (c) protection of lands from developments that might otherwise lead to a net increase in county costs for infrastructure and public services; or (d) consolidation of land-ownership patterns to reduce fragmentation.

Grand County Utah General Plan (2012), p. 55. While the General Plan contemplates supporting BLM-SITLA land exchanges that are beneficial for public lands conservation, recreation, and cohesive land management, it does not encourage additional SITLA acquisitions within the county for development purposes. Furthermore, Grand County is actively working with the BLM on the sustainable management of visitation and recreation on public lands throughout the county, with particular emphasis in high-value, high-use recreational areas near Labyrinth Canyon, Canyonlands National Park, and Dead Horse Point State Park. Many of the parcels proposed for SITLA acquisition, and therefore subsequent development, are located within these areas—areas that are best managed cohesively by the federal government and where the highest and best uses are conservation and recreation.

Grand County is also in the midst of developing a citizen-driven public lands proposal, which considers a spectrum of conservation-focused land designations for federal lands throughout the county. While the process is in the early stages of development, parcels identified for SITLA acquisition are located within high-potential areas for conservation designations (for example, national conservation areas and/or wilderness areas).

Conflict with Existing Federal Land Management

Based on our analysis of SITLA's proposed land exchange map, approximately 27,500 acres of land within Grand County are being targeted for acquisition from BLM. SITLA acquisition parcels include BLM lands with high recreational, scenic, ecological, wildlife, and conservation values, including wilderness-quality areas (BLM lands with wilderness characteristics and citizens' proposed wilderness), areas of critical environmental concern (ACECs), riparian areas, and community watersheds.

In addition, the BLM's 2016 Moab Master Leasing Plan (MLP) was a multi-year, collaborative effort to address oil/gas and potash leasing and development on more than 785,000 acres of BLM-managed public land in Grand and San Juan Counties. Based on our review, SITLA acquisition targets include lands subject to leasing restrictions and stipulations intended to

mitigate impacts to natural and cultural resources and wildlife. These restrictions and stipulations include closed, timing limitations, controlled surface use, and no surface occupancy. SITLA acquisition of parcels subject to MLP restrictions and stipulations would undermine the years of hard work that went towards establishing certainty, and in turn avoiding conflict, in future leasing decisions within Grand County.

As previously mentioned, Grand County was not informed about nor consulted in the development of this proposal and, as such, is not supportive of the proposal as currently drafted. We are willing to discuss the potential for limited acquisition parcels that may be suitable for exchange, but given the lack of outreach and opportunity for engagement at this point we strongly oppose any SITLA acquisitions within Grand County. Please feel free to reach out with any questions or if you would like to discuss our position in more detail.

Sincerely,

Jacques Hadler, Chair
Grand County Commission

Cc: Scott Ruppe, SITLA Deputy Director
Michael Johnson, SITLA Chief Legal Counsel
Greg Sheehan, Utah BLM State Director
Nada Wolff Culver, BLM Deputy Director of Policy and Programs
Nicollee Gaddis-Wyatt, BLM Moab Field Office Manager

Esteemed Senators and Representatives on the Legislative Management Committee,

We, the Grand County Commission, are writing to urge you not to support the Bears Ears Land Exchange as detailed in SITLA's proposed acquisition and exchange map (attached for Grand and San Juan Counties).

While we are generally supportive of the concept to trade out SITLA lands within the boundaries of the Bear's Ears National Monument, we are very concerned about the targeted parcels in Grand County. Neither SITLA, nor the Department of Interior, reached out to local leadership in drafting this proposal and we have only recently had the chance to meet with SITLA about it.

As you know, Grand County is world renown for the recreational use of public lands. Indeed, the robustness of our economy is largely dependent upon our tourists' positive experience on these lands. The parcels targeted for acquisition include important archeological sites, mountain biking, hiking, and four wheel drive trails as well as critical habitat in rare perennial riparian areas. They also include highly scenic areas and lands with wilderness character, as designated by the BLM.

We urge you as members of the state legislature to consider a monetary exchange for some of the acreage contained in the Monument, rather than swapping large parcels in our iconic landscape for likely development. We recently had a meeting with SITLA leadership, and they are also supportive of this idea and concerned about the lack of suitable BLM parcels available for trade.

We have attached a letter we sent to SITLA regarding this matter.

We'd much appreciate your support in this,

Recipients:

Jani Iwamoto
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jiwamoto@le.utah.gov

Luz Escamilla
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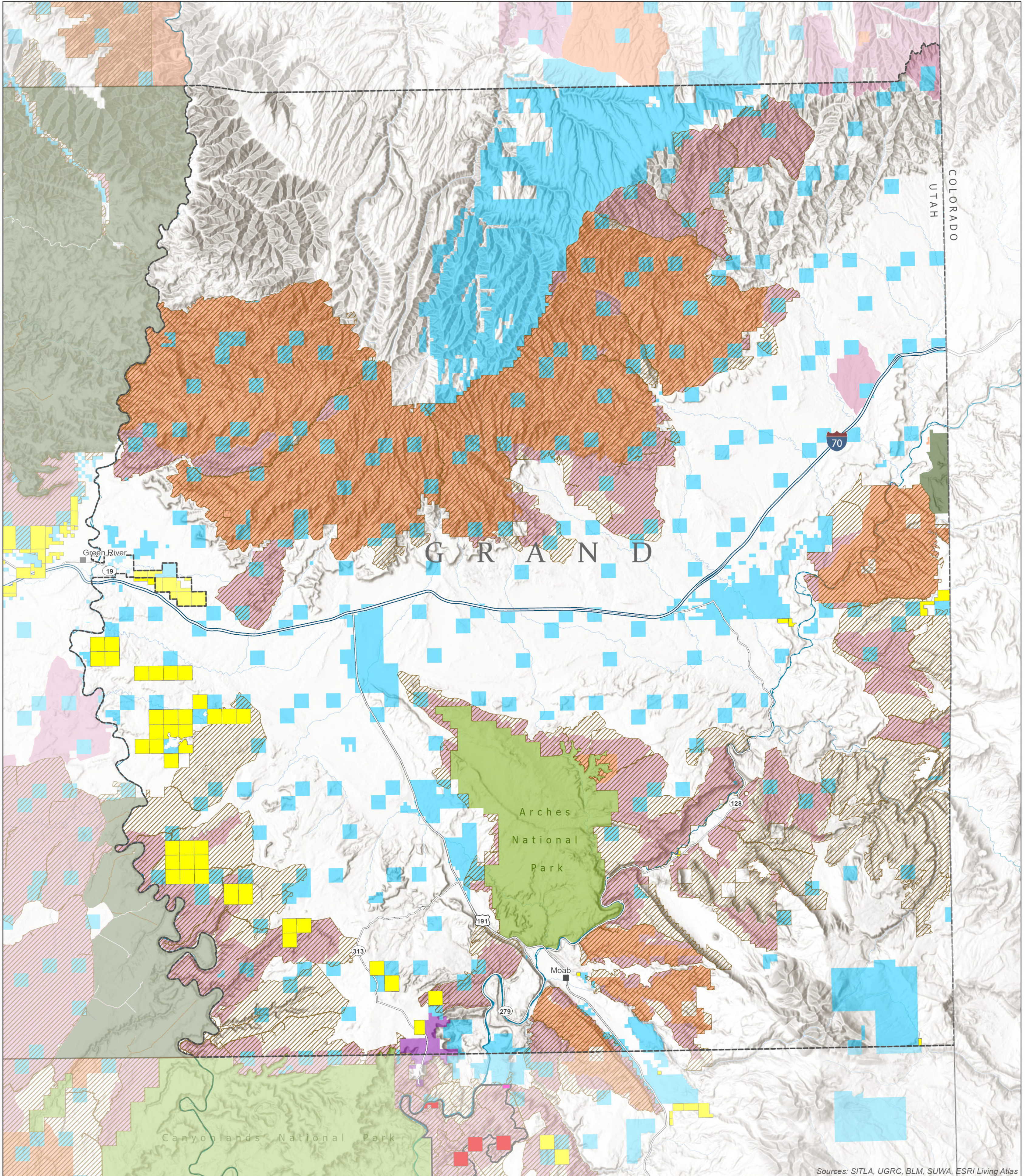
Representative Brian S. King
875 S DONNER WAY #1504, SALT LAKE CITY, UT, 84108
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Representative Jennifer Dailey-Provost
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jdprovost@le.utah.gov

Representative Karen Kwan
PO BOX 571384, Murray, UT 84157-1384
kkwan@le.utah.gov

Representative Andrew Stoddard
218 E 8135 S, SANDY, UT, 84070
astoddard@le.utah.gov

Bears Ears SITLA Exchange Parcels Grand County



Sources: SITLA, UGRC, BLM, SUWA, ESRI Living Atlas

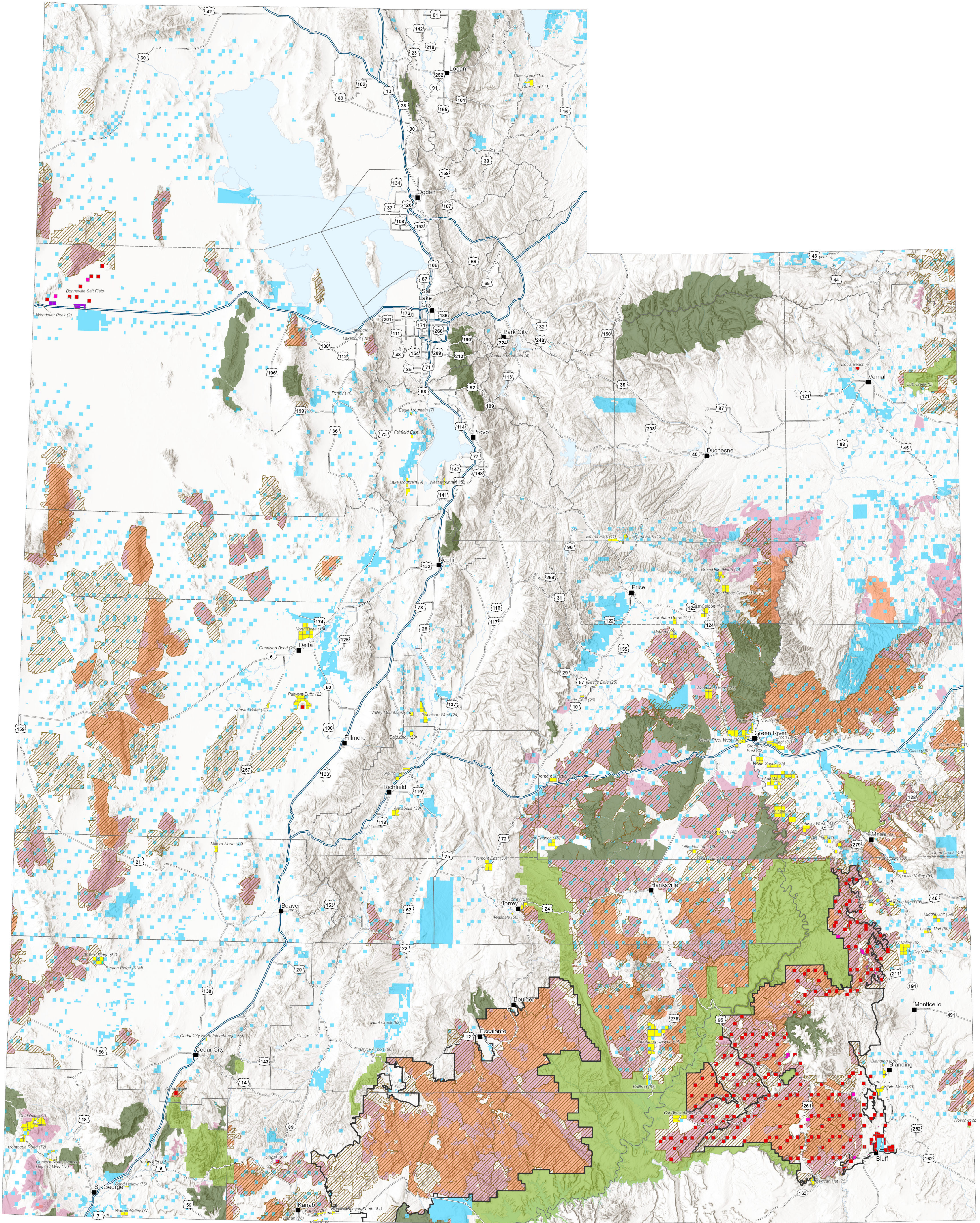


SITLA Exchange Parcels

- | | |
|-------------------------------------|------------------------------------|
| SITLA Acquires Surface and Minerals | SITLA Transfers Surface & Minerals |
| SITLA Acquires Minerals Only | SITLA Transfers Minerals Only |
| SITLA Acquires Surface Only | SITLA Transfers Surface Only |

- NPS & NRA
- State Park
- ARROW
- LWC
- WSA
- Wilderness
- National Monument

Bears Ears SITLA Exchange Parcels



Sources: SITLA, UGRC, BLM, SUWA, ESRI Living Atlas



SITLA Exchange Parcels

- SITLA Acquires Surface and Minerals
- SITLA Acquires Minerals Only
- SITLA Acquires Surface Only
- SITLA Transfers Surface & Minerals
- SITLA Transfers Minerals Only
- SITLA Transfers Surface Only

- State Trust Lands
- WSA
- LWC
- Wilderness
- ARRWA
- NPS & NRA
- National Monument

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
APRIL 5, 2022
 Agenda Item: N

TITLE:	Grant signature authorization and letter of support for the Non-Motorized Recreational Trails Program (RTP) grant
FISCAL IMPACT:	N/A
PRESENTER(S):	Madeline Logowitz, GCATT Director

Prepared By:

FOR OFFICE USE ONLY:
Attorney Review:

 N/A

RECOMMENDATION:

I move to approve a letter of support and grant signature authorization for the Recreational Trails Program (RTP) grant application.

BACKGROUND:

Active Transportation and Trails (GCATT) would like to submit a Non-Motorized RTP grant application to fund Phase 2 of construction of the “Raptor Route” and maintenance to the Whole Enchilada Non-Motorized Trail Network. Phase 1 of construction (Falcon Flow and Eagle Eye trails) were completed with assistance from an RTP grant awarded in 2019.

This funding would support construction of the new Hawks Glide Trail, which would connect the previously constructed trail segments, and Kestrel Run, which will extend the non-motorized singletrack route to Campground H in SFRA and further separate non-motorized and motorized traffic on Sand Flats Road. These segments will improve connectivity and safety in the area, and the route is included in the 2011 Grand County Non-Motorized Trails Master Plan.

Necessary funds for the project are in the approved budget. If awarded, the grant would reimburse 50% of the cost of the project. Volunteer labor, valued at \$28.54/hour, is eligible as a match. If awarded, the grant period would begin in September 2022 and close in August 2024.

GCATT applies to this grant annually and has been awarded funding for the last five consecutive years.

ATTACHMENT(S):

- 1.

Hawks Glide Trail Construction

How many weeks of labor will Hawks Glide take?

10 weeks

How many crew members are we expecting and how many volunteer hours?

Full crew. Volunteer hours on Falcon Flow = 1,793. Estimate 1/3 of that due to length = 550 @ \$28.54/hr

What equipment do we need to purchase?

Motorized wheelbarrow (RTP can contribute up to \$2,500)

Materials?

2 intersections = 200' fencing, 4x4 posts for signage, warning signs for stock tank plunge.

Kestrel Run Construction

How many weeks of labor will Kestrel Run take?

8 weeks

How many crew members are we expecting and how many volunteer hours?

Full crew. Volunteer hours on Eagle Eye = 370. Estimate same @ \$28.54/hr

What equipment do we need to purchase?

Possible replacement tools from volunteer use.

Materials?

Sand stabilizer and key links

3 intersections = 700' of fencing

Both Construction Projects - General

Project management

Kiosks

Signage

Hardware

Maintenance Projects

How many weeks of labor will maintenance take? Eligible options are PRST, LPS, Falcon Flow, Eagle Eye (possibly UPS if it works with scheduling)

6 weeks

How many crew members are we expecting and how many volunteer hours?

Mainly staff for maintenance.

What equipment do we need to purchase?

None.

Materials?

Stabilizer for FF = 100'

Value of GCATT/County equipment that will be used in project

GCATT vehicles

Volunteer mileage can be used as In-Kind match

Handtools

Trailer to transport motorized wheelbarrow

From RTP Materials:

Volunteer Hour = \$28.54/hour

Hand tools = \$4/hour

Mountain bike = \$5/day

Trailer

Personal vehicles

Ineligible expenses

BLM NEPA x 2

Tyson + Andrea + others scouting

Estimate for hours spent on scouting and developing maps/materials for proposal?

Signage design

Social media outreach

To the Utah Recreational Trails Advisory Council,

On behalf of the Grand County Commission, I am pleased to write a letter in support of the RTP grant application submitted by the Grand County Active Transportation and Trails Division. The County Commission recognizes the importance of non-motorized recreation to the vitality of our area's economy and community members' quality of life.

The County Commission endorses this project and sees it as an opportunity to improve the connectivity and safety of one of the most celebrated mountain biking routes in the country. The Whole Enchilada Trail Network is an internationally recognized mountain biking destination that draws tens of thousands of visitors each year who directly support close to a dozen local shuttle companies and bike shops. The project proposed in this application would connect existing infrastructure to provide a safe, integrated experience for non-motorized trail users in the Sand Flats Recreation Area and help to mitigate current safety issues.

The Grand County Commission wholly endorses this application and thanks you for your consideration of this project. We appreciate your support.

Regards,

Jacques Hadler
Grand County Commission Chair

DRAFT - Text for 2022 Non-Motorized Grant Application

Provide the following maps:

- 1. The proposed project with appropriate local connotation. Identify local towns, trailheads, trails, etc.**
- 2. The proposed project location within the State of Utah.**
- 3. Identify other completed or future phases of the project to show possible connections, if applicable.**

B1

This application requests funding for Phase 2 of construction of the approved “Raptor Route” and for needed improvements to other trails within the popular Whole Enchilada Non-Motorized Trail Network. Phase 1 of construction of this route (which was previously referred to as the “Big Burrito Trail”) was completed with the support of a Non-Motorized RTP grant awarded in 2019.

The “Whole Enchilada” is an internationally recognized 32-mile route beginning in the alpine forest of the La Sal Mountains and descending 8,000 feet into red rock canyons and City of Moab. Use of this route has more than doubled within the last decade: in 2014, trail counters measured fewer than 10,000 bikers on the route. In 2020, the number rose to over 26,000 and has likely increased since then. In addition to their popularity with visitors and residents, these trails are an important economic. Four local bike shuttle companies currently provide transportation services to this route and, in peak season, each may transport hundreds of riders and their bicycles per day.

This increasing use has created a need for more maintenance and route variability to serve different ability levels. The final segment of the Whole Enchilada, the Porcupine Rim Singletrack Trail (PRST), is particularly strenuous and remote. Riders frequently underestimate the technical skills and endurance needed to complete this final section, which they encounter after 20 miles of challenging riding. As a result, this trail has become a Search and Rescue “hot spot.” The Raptor Route will help to alleviate this issue by providing a more moderate and direct singletrack ending to the Whole Enchilada than the PRST that has numerous access points for “bail outs” and emergency access. The terrain of the Raptor Route features ridges, canyon edges, and vistas that will be engaging and scenic for riders.

Phase 2 of the Whole Enchilada Trail Network System Addition will connect the trails completed in Phase 1 of construction and extend the route further down Sand Flats Road, creating a X mile-long section of singletrack. This connectivity will improve rider safety because riders will have a route option that removes them from all but approximately 5 miles of Sand Flats Road, which is an unpaved, one-lane road with heavy motorized vehicle use. In particular, it will allow cyclists to bypass “Day’s Crack,” which is a single-lane constriction point that poses a special safety concern.

The Whole Enchilada and has become a “bucket list” route for mountain bikers, and this trail network sees more and more use every year. The construction and maintenance projects outlined in this application are needed to respond to this rapid increase in use in order to keep these famous trails safe, enjoyable, and sustainable for the long term.

B2. Is Project Pursuant to a Current Master Plan or Needs Assessment?

(If yes, give title and date of pertinent plan or assessment and refer to the trail’s applicability to the plan in the space below. Please do not attach the master plan.)

Yes: The “Big Burrito Trail” and “Sand Flats Singletrack” trail, named in this grant application as the “Raptor Route” and “Kestrel Run” respectively, are included in the Grand County Non-Motorized Trail Master Plan.

These trails also align with the “Goals and Recommendations” of the Master Plan to prioritize connectivity and minimize user conflict: they will improve connectivity between the Whole Enchilada Trail Network and Moab by extending the route begun in Phase 1 of the project. They will reduce user conflict in the Sand Flats Recreation Area by removing non-motorized traffic from a portion of the motorized Sand Flats Road.

C2. FUNDING SECURED:

Please describe in detail the status of the funding sources and how the funds will be leveraged with other sources. Please identify if other sources are from Private, Municipal, State, or Federal sources.

E1. Educational programs to promote trail safety and environmental protection. If the project includes an education component, provide details of the problem(s) to be addressed, message(s), curriculum(s), method(s) of delivery, etc. for each selected program below.

Rider education and awareness is central to the mission of GCATT in order to protect and preserve the non-motorized trails and surrounding desert environment. Kiosks, featuring educational signage about correct trail etiquette and Leave No Trace practices in the desert, will be installed at trailheads in the Raptor Route trail system. Currently, pamphlets with route information, maps, and safety information are available at all bike shops in Moab to help riders safely plan their routes ahead of time. This resource will be accurately updated when new trails are constructed in Whole Enchilada Trail Network Addition Phase 2.

Section F: Project Partnerships

F1. GIVE EVIDENCE OF PUBLIC SUPPORT FOR YOUR TRAIL PROJECT.

In the space below address: (1) how the project is part of a comprehensive plan and/or part of an overall trail network and describe its community, regional, statewide or national significance; how the community has been engaged regarding the project in the form of public meetings/open houses/online engagement (2) volunteer or private sector contributions to the project; (3) support from other groups; cooperation and support among adjoining and/or other affected jurisdictions for your project (such as city to city, city to county, city/county with the Forest Service, BLM, National Park Service, etc.)

Contribution of project to overall plan: The “Big Burrito Trail” and “Sand Flats Singletrack” are included in the 2011 Grand County Non-Motorized Trails Master Plan and will improve the existing Whole Enchilada Non-Motorized Trail Network. Phase 1 of construction completed two segments of the approved “Big Burrito Trail,” and Phase 2 of construction proposes to connect these segments and extend the route further towards the City of Moab. All of these trail segments are within the Sand Flats Recreation Area, which is managed for recreational use.

Cooperation and support among affected jurisdictions and groups: The Trail Mix Advisory Committee is composed of representatives from the Grand County Commission, Moab City Council, BLM, Forest Service, SITLA, State Parks, GCATT, Moab Trails Alliance, Backcountry Horsemen of Utah, Southern Utah Wilderness Alliance, Grand County Travel Council, and owners of local outdoor recreation businesses. In addition, there are elected representatives

from recreation user groups including hiking, mountain biking, running, equestrian, climbing and canyoneering, and non-motorized snow sports. Hawks Glide and Kestrel Run trail proposals have both been discussed and approved by the Grand County Trail Mix Committee.

Volunteer and private sector contributions: GCATT received 2,147 hours of volunteer help to complete Phase 1 of this project (Falcon Flow and Eagle Eye Trails), which is approximately 500 hours above the average contribution for equivalent projects. GCATT annually receives approximately \$15,000 in private donations to support trail projects.

F2. PAST EXPERIENCE:

Has your organization received RTP funding in the past? Yes

If yes, provide list of projects funded within the past 5 years and dollar amounts. For each project, specify whether complete or not complete.

2021 - \$17,040 - Not yet completed – “Structure Upgrades and Improvements to Trail Facilities”

2020 - \$28,000 - Not yet completed – “Non-Motorized Trail Network Access, Safety, and User Education Improvements”

2019 - \$40,000 - Completed – “Whole Enchilada Trail Network Addition: Phase 1”

2018 - \$13,950 - Completed – “Non-Motorized Trail User Education & Trail Network Improvements”

2017 - \$18,500 - Completed – “Non-Motorized Trail Maintenance and Jackson Trail Bridge”

Detailed Description of Projects and Trail Construction (Section B5)

Detailed Project Timeline (B5)

September 1, 2022 – November 15, 2022	Begin and complete construction of Hawks Glide Trail (Raptor Route, Trail Section 2). Ten weeks of construction expected.
November 16, 2022 – February 28, 2023	Preliminary construction work on Kestrel Run Trail (Raptor Route, Section 4). Th weeks.
April 2023 – May 2023	Maintenance and improvements on the Whole Enchilada Non-Motorized Trail Network. Three weeks.

September 1, 2023 – November 15, 2023	Complete construction of Kestrel Run Trail (Raptor Route, Trail Section 2). Six weeks of construction expected.
February 2024 – May 2024	Maintenance and improvements on the Whole Enchilada Non-Motorized Trail Network. Three weeks.
June 2024	Completion paperwork submitted and project inspection scheduled with Non-Motorized RTP Grant Administrator

D5 - Trailhead Facility Improvement Details

A new trailhead located at “Campground H” in Sand Flats Recreation Area will include delineated parking and two informational kiosks. These kiosks will have “You Are Here” map signs, trail etiquette and “Leave No Trace” information, as well as BLM regulatory information about surrounding archaeology and wildlife.

D7 – Trail Signing Improvements

Up to 25 signs will be installed throughout the Whole Enchilada Non-Motorized Trail Network to replace worn or missing signs and new signage on Hawks Glide and Kestrel Run trails. This will include “You Are Here” map signs at every intersection and, due to the large amount of motorized recreation in Sand Flats Recreation Area, range fencing and signage may be installed at road crossings to delineate the non-motorized route from the motorized routes.

Detailed Project Description – Trail Construction

The approved “Raptor Route” (referred to as “Big Burrito Trail” in the 2019 application for Phase 1 of construction) is a 9.2 mile route that descends through the northern edge of Sand Flats Recreation Area. The route begins on the spine of a ridge and then winds down through a series of canyon ledges and slickrock formations. The trail offers vistas of the sandstone domes of Sand Flats, the Moab Valley, Grandstaff Canyon, and Arches National Park and the Henry Mountains in the distance.

Trail Characteristics & Details of Construction Project:

Hawks Glide

Characteristics: This trail starts at the “Lazy Man” access road, which is the terminus for the Eagle Eye Trail, and continues approximately 2 miles to the Porcupine Rim Trailhead or “stock tanks”. The top of the trail features excellent views of the Moab Valley and then hugs the northern edge of a ridgeline that offers views down into a steep tributary of Grandstaff Canyon and of a large slickrock dome to the south of the route. The trail trends downhill at a gentle

grade through pinion juniper forest until a final ¼ miles of trail. At this point, the trail descends steeply off the ridgeline with switchbacks through technical, rocky terrain.

Construction: Construction in the terrain will require numerous sections of technical trail building and masonry projects, similar to the construction of other intermediate trails in the area such as Eagle Eye and Falcon Flow. There is one extremely technical construction project in steep, rocky gully that is the only possible connection for the route. Construction will only be possible with motorized wheelbarrow, which is necessary to carry a large quantity of rock and construction materials up steep terrain. Due to the presence of habitat for sensitive or protected wildlife, construction for this trail will take place only between the dates of September 1 and November 15, 2022.

Kestrel Run

Characteristics: After years of scouting, a route has finally been identified through this area that will extend the Raptor Route and allow cyclists to bypass “Day’s Crack,” which is a constriction point between two sandstone fins that reduces Sand Flats Road to a single lane with poor sightlines for both uphill and downhill traffic. This trail begins at the Falcon Flow Trailhead and winds approximately 2 miles through open terrain and sandstone fins to Campground H.

Construction: Construction techniques will be similar to those used for both Falcon Flow and Eagle Eye and primarily use handtools and mechanized equipment such as a griphoist to construct tread and rock features. Due to several sections of sand, approximately 100’ ft of stabilizing geotextiles materials will be required for trail sustainability.

These trails have a huge amount of support from the local mountain biking community, and construction of both projects will incorporate local volunteers and regular volunteer day events.

Raptor Route Sections and Construction Phases

The Raptor Route has four main segments that have been approved or constructed, which are detailed on the map entitled “Raptor Route Trail – Detailed Map of Sections and Construction Phases.”

Approved or constructed segments are as follows:

Section 1 (top): 2.3 miles. Eagle Eye Trail. Awarded RTP funding in 2019. Completed in fall 2020 as part of construction Phase 1.

Section 2 (middle): 1.9 miles. Hawks Glide Trail. Approved, NEPA complete. Not yet constructed (Phase 2 of construction).

Section 3 (lower): 5 miles. Falcon Flow Trail. Awarded RTP funding in 2019. Completed in spring 2020 as part of construction Phase 1.

Section 4 (lowest): 2.2 miles. Kestrel Run Trail. Approved by the Grand County Trail Mix Advisory Committee, NEPA is underway by the Moab BLM Field Office (no impediments

to its designation have been identified by the Moab BLM Interdisciplinary Team and the NEPA process is expected to be complete prior to August 2022).
Not yet constructed (Phase 2 of construction).

Future phases to this route or area that are identified in Grand County's 2011 Non-Motorized Trails Master Plan. These segments are in concept phase and not included in this grant application:

Phase 3: A multi-use pathway connecting Sand Flats Campgrounds built to specifications to serve both pedestrians and cyclists. This pathway would serve two needed functions: a) to further extend the Raptor Route and provide a non-motorized route for riders traveling between the Whole Enchilada Route and Moab, and b) to provide a non-motorized connector trail that serves those staying in the campgrounds.

Phase 4: Final phase of construction. A separated facility for cyclists that connects the route to the City of Moab.

Detailed Project Description – Maintenance

Various maintenance projects to the Whole Enchilada Route are needed due to the recent dramatic increase of use. Maintenance projects will include repairing tread, improving drainage features, rehabilitating social trails, and general repair of trail markers and features.

BLM MOU UT-GR-2022-003

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT, MOAB, AND PRICE FIELD OFFICE
AND
GRAND COUNTY AS A COOPERATING AGENCY TO AMEND THE MOAB AND
PRICE MANAGEMENT PLANS IN RESPONSE TO THE JOHN D. DINGELL JR.
CONSERVATION, MANAGEMENT, AND RECREATION ACT (PUBLIC LAW 116-9)**

I. Introduction

This Memorandum of Understanding (MOU) is between the United States Department of the Interior, Bureau of Land Management (BLM), Moab and Price Field Offices and Grand County; jointly referred to as the “Parties.”

The BLM is the lead federal agency for development of the Resource Management Plan (RMP) Amendment. The BLM acknowledges that the Cooperator has special expertise applicable to the efforts, as defined at 40 CFR 1508.15 and 1508.26. This MOU describes responsibilities and procedures agreed to by the Parties.

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality’s National Environmental Policy Act (NEPA) regulations (in particular, 40 CFR 1501.6 and 1508.5), BLM’s planning regulations (in particular, 43 CFR 1601.0-5, 1610.3-1, and 1610.4), and the Department of the Interior’s Manual regarding NEPA (516 DM 2.5).

II. Purposes

- A. To designate Grand County as a Cooperating Agency (CA) in the RMP Amendment Process for the Moab and Price Field Offices newly designated Green River Wild and Scenic River segments.
- B. To provide a framework for cooperation and coordination between the Parties to ensure successful completion of the RMP Amendment process in a timely, efficient, and thorough manner.
- C. To recognize that the BLM is the lead agency with responsibility for the completion of the RMP Amendment.
- D. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the planning process.

III. Background

Public Law 116-9, the John D. Dingell, Jr. Conservation, Management, and Recreation Act, enacted March 12, 2019, consists of more than 100 individual bills that were introduced by 50 Senators and several House members, including Utah's Emery County Public Lands Management Act. In the BLM Green River District, the Dingell Act designated the McCoy Flats Mountain Bike Area, the John Wesley Powell National Conservation Area, the Jurassic National Monument, the Green River District Wild and Scenic River, the San Rafael Swell Recreation Area, and released some lands from Wilderness Study Area (WSA) status. BLM must ensure conformance between the new designations and existing resource management plans (2008).

IV. Authorities

- A. The authorities for the BLM to enter into this agreement include, but are not limited to:
 - 1. Federal Land Policy and Management Act of 1976; 43 U.S.C. § 1701, et seq.
 - 2. National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).

- B. The authorities for Grand County to enter into this agreement include, but are not limited to:
 - 1. Title 17 of the Utah Code, generally in particular Section 17-316, et Seq. And 17-50.317, et. Seq.
 - 2. The County Land Use Development and Management Act U.C.A. Chapter 17-27, et. Seq
 - 3. Inter-local Cooperation Act, U.C.A. Section 11-13-202, 205, et. Seq.

Nothing in this MOU alters or supersedes the authorities and responsibilities of any of the Parties on any matter under their respective jurisdictions.

V. Roles and Responsibilities

- A. The roles and responsibilities for the BLM to enter into this agreement include:
 - 1. Providing maps and GIS data for the planning area.
 - 2. Providing preliminary draft documents for review upon request.
 - 3. Providing the draft scoping report for review.
 - 4. Sharing input from the public and stakeholder groups received on draft documents; and
 - 5. Providing draft and final documents with their associated NEPA and decision records.

- B. The roles and responsibilities for Grand County include:
 - 1. Providing a copy of local land use plans and policies to the BLM for planning purposes.
 - 2. Providing local expertise on potential environmental, social, and economic impacts from the amendment.

3. Providing guidance on public involvement strategies.
4. Helping identify potential issues and data needs.
5. Collaborating with BLM in developing alternatives.
6. Suggesting management actions to resolve potential issues.
7. Collaborating with the BLM to identify potential effects from alternative.
8. Suggesting potential mitigation measures to minimize impacts.
9. Providing written comments on working drafts of the RMP amendment environmental assessment and supporting documents.

- C. The joint roles and responsibilities of the Parties include:
1. The Parties agree to participate in the process in good faith and make all reasonable efforts to resolve disagreements.

VI. Representatives

Each Party will designate a representative and alternate representative to ensure coordination between the Cooperator and the BLM during the planning process. Each Party may change its representative at will by providing written notice to the other Party.

VII. Funding

- A. This MOU shall not obligate any partner to expend funds or involve the agencies in any contract or other obligations for the payment of money.
- B. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the agencies to this MOU will be handled in accordance with applicable laws, regulations and procedures including those for Government procurement and printing. This MOU does not establish authority for noncompetitive awards for goods or, services.

VIII. Records

- A. Any records or documents generated as a result of this MOU shall become part of the official administrative record.
- B. Any requests of release of records associated with the implementation of this MOU to anyone outside of the Parties must be determined based on applicable laws, including the Freedom of Information Act and the Privacy Act.

IX. Tribal Consultations (optional)

- A. N/A

X. Compliance with Applicable Laws and Regulations; Severability Clause

This MOU is subject to all applicable Federal laws, regulations, and rules, whether now in force or hereafter enacted or promulgated. Nothing in this MOU shall be construed as in any way impairing the general powers of the BLM under such applicable laws, regulations, and rules. If any term or provision of this MOU is held to be invalid or illegal, such term or

provision shall not affect the validity or enforceability of the remaining terms or provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether these laws and regulations are specifically listed herein.

XI. Term, Amendments, and Termination

- A. Term of MOU:
 - 1. This MOU becomes effective upon the date last signed and executed by the duly authorized representative of the Parties of this MOU.
 - 2. This MOU shall remain in effect for five (5) years from the execution date unless terminated, extended, or cancelled prior to the expiration date.
- B. Amendments:
 - 1. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of all Parties.
 - 2. Any changes, modification, revisions, or amendments to this MOU shall be incorporated by written instrument, executed, and signed by all Parties, and will be effective in accordance with the terms and conditions contained herein.
- C. Termination:
 - 1. This MOU may be unilaterally terminated at any time by any Party, following at least 30 days written notice.

XII. Signatures

- A. All signatories have the appropriate delegation of authority to sign this MOU.
- B. The Parties hereto have executed this MOU on the dates shown below.

_____ Dated: _____
Jacques Hadler
County Council, Chair
Grand County Commission
jhadler@grandcountyutah.net

_____ Dated: _____
Kyle Beagley (Acting)
Field Manager
Bureau of Land Management, Price Field Office
kbeagley@blm.gov

Attachment(s):

- Exhibit A – Primary Contacts.
- Exhibit B – Cooperating Agency Participation in the RMP Amendment Process for the Price Field Office.
- Exhibit C – Outline for Process to Complete the RMP Amendment Process for the Price Field Office.

Exhibit A

The principal contacts for this MOU are:

Bureau of Land Management

Primary Contact

Amber Koski, Planning & Environmental Coordinator, Green River District
Bureau of Land Management
170 South 500 East, Vernal, Utah 84078
435-781-4465

Alternate Contact

Stephanie Howard, Branch Chief NEPA & GIS, Green River District
Bureau of Land Management
170 South 500 East, Vernal, Utah 84078
435-781-4469

Grand County

Primary Contact

Jacques Hadler, Council Chair
125 E. Center St.
Moab, UT 84532
jhadler@grandcountyutah.net
council@grandcountyutah.net
435-259-1342

Alternate Contact

Mary McGann Vice Chair
125 E. Center St.
Moab, UT 84532
mmcgann@grandcountyutah.net
435-259-1342

Exhibit B

Cooperating Agency Participation in the RMP Amendment Process for the Price Field Office

	Planning Stage	Potential Activities of Cooperating Agencies (CAs) within their acknowledged areas of jurisdiction or special expertise
1	Initiation	Coordinate with BLM to familiarize management processes and identify opportunities for Cooperating Agency participation.
2	CA provide Data needs	Identify data needs; provide data and technical analyses within the CA's jurisdiction or special expertise.
3	CA provides feedback	Provide comments to BLM during a review prior to public scoping.
4	Conduct public scoping	May include but is not limited to: Provide input on issues that may help drive general alternative development; identify relevant local and regional organizations and interest groups; identify connected, similar, and cumulative actions; identify other relevant agencies. CAs may provide additional comments during public scoping if so desired. Public scoping will be a 30-day period as per the Land Use planning Handbook H-1601-1.
5	Develop a reasonable range of alternatives	Collaborate with field manager in developing alternatives. [Decision to select alternatives for analysis is reserved to the BLM.]
6	Finalization of documentation and preparation of draft	[Action reserved to BLM.]
7	CA review of administrative draft	Provide comments to BLM during a review period on the administrative draft.
8	Public Comment Period	BLM will release draft and associated maps/GIS data for a minimum 30-days (EA level) public comment period (or longer at BLM's sole discretion). The CAs may provide written, public comments on draft if desired. [Decision to select a preferred alternative and to issue a draft is reserved to the BLM.]
9	Respond to comments	As appropriate, review comments within the CA's jurisdiction or special expertise and provide assistance in preparing BLM's responses.
13	Issue final EA, Decision Record, and associated map/GIS data to the public	[Action reserved to the BLM.]
14	Sign Decision Record (DR)	[Action reserved to the BLM.]

Exhibit C

Outline for Process to Complete the RMP Amendment Process for the Price Field Office *

Task	Responsibility
Cooperator review of all BLM-provided data prior to public scoping	Cooperator
Conduct public scoping	BLM
Post preliminary evaluation process documents online	BLM
Finalization of documentation and preparation of draft Amendment	BLM
Public Comment Period	BLM
Respond to comments	BLM / Cooperator (advisory)
Issue final EA, Decision Record, Amendment, and associated map/GIS data to the public	BLM
Sign Decision Record (DR)**	BLM

* A complete project schedule will be shared with the Cooperator as soon as it is available.



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Green River District
170 South 500 East
Vernal, Utah 84078

In Reply Refer To:
1786 (LLUTG02000)

CERTIFIED MAIL-RETURN RECEIPT
7021 0950 0001 6926 7038

Jaques Hadler
Council Chair
125 E Center St.
Moab, UT 84532

MAR 16 2022

BLM MOU UT-GR-2022-003

Subject: Cooperating Agency Invitation for the Green River District RMP Amendment(s) in response to the John D. Dingell, Jr. Conservation, Management, And Recreation Act

Dear Council Chair Hadler:

Grand County is hereby invited to be a cooperating agency in the preparation of the Price, Vernal and Moab Resource Management Plan (RMP) Amendments, which are necessitated by designations in Public Law 116-9, the John D. Dingell, Jr. Conservation, Management, And Recreation Act, enacted March 12, 2019 (Dingell Act). The enclosed Memorandum of Understanding (MOU) applies to the RMP Amendments for: the Green River Wild and Scenic River.

According to the CEQ regulations 40 CFR §1500.5(b), "Agencies shall reduce delay by emphasizing interagency cooperation..." Furthermore, CEQ regulation 40 CFR §1501.6 emphasizes that agency cooperation is to begin early in the NEPA process and that any other federal agency with jurisdiction and/or special expertise may be a cooperating agency. Additionally, according to CEQ regulation 40 CFR §1508.5, state, local, and/or tribal entities may by agreement become a cooperating agency. Jurisdiction by law means that the entity has authority to approve, veto, or finance all or part of the proposal (40 CFR §1508.15). Special expertise means "statutory responsibility, agency mission, or related program experience" (40 CFR §1508.26).

Entering cooperating agency status for this project grants Grand County the right to help prepare the RMP Amendment(s) by; providing management recommendations for the area(s), reviewing internal drafts of the Environmental Assessment (EA), preparing, or submitting data for consideration in the EA; and participating in coordination meetings and various other aspects of the Environmental Assessment preparation.

If Grand County feels that changes need to be made after reviewing the MOU, please notify Stephanie Howard at (435) 781-4469 or showard@blm.gov. Once the MOU is agreeable, please sign it and return it to this office if you choose to participate. Also, please confirm the agency representative information found in Exhibit A of the MOU and notify us if changes are necessary. Due to COVID-19, these cooperators memo(s) are being offered with electronic signature blocks to allow for ease of acceptance and 508 compliance. This will result in a reduction of person to person

INTERIOR REGION 7 • UPPER COLORADO BASIN

COLORADO, NEW MEXICO, UTAH, WYOMING

contact through mailing, unnecessary postage, and ease of signing and return. The memo will be emailed and mailed with return receipt status attached to ensure parties contacted have received the email.

If you have questions regarding cooperating agency status and would like to schedule a briefing or want more information concerning opportunities available for your agency to participate in the land use planning process, do not hesitate to contact Amber Koski at (435) 781-4465 or myself at (435) 781-4400.

Sincerely,

KYLE

BEAGLEY

Kyle Beagley
Field Manager

Digitally signed
by KYLE BEAGLEY

Date: 2022.03.11
11:50:25 -07'00'

Enclosure
MOU

BLM MOU UT-GR-2022-003

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT, MOAB, AND PRICE FIELD OFFICE
AND
GRAND COUNTY AS A COOPERATING AGENCY TO AMEND THE MOAB AND
PRICE MANAGEMENT PLANS IN RESPONSE TO THE JOHN D. DINGELL JR.
CONSERVATION, MANAGEMENT, AND RECREATION ACT (PUBLIC LAW 116-9)**

I. Introduction

This Memorandum of Understanding (MOU) is between the United States Department of the Interior, Bureau of Land Management (BLM), Moab and Price Field Offices and Grand County; jointly referred to as the “Parties.”

The BLM is the lead federal agency for development of the Resource Management Plan (RMP) Amendment. The BLM acknowledges that the Cooperator has special expertise applicable to the efforts, as defined at 40 CFR 1508.15 and 1508.26. This MOU describes responsibilities and procedures agreed to by the Parties.

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality’s National Environmental Policy Act (NEPA) regulations (in particular, 40 CFR 1501.6 and 1508.5), BLM’s planning regulations (in particular, 43 CFR 1601.0-5, 1610.3-1, and 1610.4), and the Department of the Interior’s Manual regarding NEPA (516 DM 2.5).

II. Purposes

- A. To designate Grand County as a Cooperating Agency (CA) in the RMP Amendment Process for the Moab and Price Field Offices newly designated Green River Wild and Scenic River segments.
- B. To provide a framework for cooperation and coordination between the Parties to ensure successful completion of the RMP Amendment process in a timely, efficient, and thorough manner.
- C. To recognize that the BLM is the lead agency with responsibility for the completion of the RMP Amendment.
- D. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the planning process.

III. Background

Public Law 116-9, the John D. Dingell, Jr. Conservation, Management, and Recreation Act, enacted March 12, 2019, consists of more than 100 individual bills that were introduced by 50 Senators and several House members, including Utah's Emery County Public Lands Management Act. In the BLM Green River District, the Dingell Act designated the McCoy Flats Mountain Bike Area, the John Wesley Powell National Conservation Area, the Jurassic National Monument, the Green River District Wild and Scenic River, the San Rafael Swell Recreation Area, and released some lands from Wilderness Study Area (WSA) status. BLM must ensure conformance between the new designations and existing resource management plans (2008).

IV. Authorities

- A. The authorities for the BLM to enter into this agreement include, but are not limited to:
 - 1. Federal Land Policy and Management Act of 1976; 43 U.S.C. § 1701, et seq.
 - 2. National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).

- B. The authorities for Grand County to enter into this agreement include, but are not limited to:
 - 1. Title 17 of the Utah Code, generally in particular Section 17-316, et Seq. And 17-50.317, et. Seq.
 - 2. The County Land Use Development and Management Act U.C.A. Chapter 17-27, et. Seq
 - 3. Inter-local Cooperation Act, U.C.A. Section 11-13-202, 205, et. Seq.

Nothing in this MOU alters or supersedes the authorities and responsibilities of any of the Parties on any matter under their respective jurisdictions.

V. Roles and Responsibilities

- A. The roles and responsibilities for the BLM to enter into this agreement include:
 - 1. Providing maps and GIS data for the planning area.
 - 2. Providing preliminary draft documents for review upon request.
 - 3. Providing the draft scoping report for review.
 - 4. Sharing input from the public and stakeholder groups received on draft documents; and
 - 5. Providing draft and final documents with their associated NEPA and decision records.

- B. The roles and responsibilities for Grand County include:
 - 1. Providing a copy of local land use plans and policies to the BLM for planning purposes.
 - 2. Providing local expertise on potential environmental, social, and economic impacts from the amendment.

3. Providing guidance on public involvement strategies.
4. Helping identify potential issues and data needs.
5. Collaborating with BLM in developing alternatives.
6. Suggesting management actions to resolve potential issues.
7. Collaborating with the BLM to identify potential effects from alternative.
8. Suggesting potential mitigation measures to minimize impacts.
9. Providing written comments on working drafts of the RMP amendment environmental assessment and supporting documents.

- C. The joint roles and responsibilities of the Parties include:
1. The Parties agree to participate in the process in good faith and make all reasonable efforts to resolve disagreements.

VI. Representatives

Each Party will designate a representative and alternate representative to ensure coordination between the Cooperator and the BLM during the planning process. Each Party may change its representative at will by providing written notice to the other Party.

VII. Funding

- A. This MOU shall not obligate any partner to expend funds or involve the agencies in any contract or other obligations for the payment of money.
- B. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the agencies to this MOU will be handled in accordance with applicable laws, regulations and procedures including those for Government procurement and printing. This MOU does not establish authority for noncompetitive awards for goods or, services.

VIII. Records

- A. Any records or documents generated as a result of this MOU shall become part of the official administrative record.
- B. Any requests of release of records associated with the implementation of this MOU to anyone outside of the Parties must be determined based on applicable laws, including the Freedom of Information Act and the Privacy Act.

IX. Tribal Consultations (optional)

- A. N/A

X. Compliance with Applicable Laws and Regulations; Severability Clause

This MOU is subject to all applicable Federal laws, regulations, and rules, whether now in force or hereafter enacted or promulgated. Nothing in this MOU shall be construed as in any way impairing the general powers of the BLM under such applicable laws, regulations, and rules. If any term or provision of this MOU is held to be invalid or illegal, such term or

provision shall not affect the validity or enforceability of the remaining terms or provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether these laws and regulations are specifically listed herein.

XI. Term, Amendments, and Termination

- A. Term of MOU:
 - 1. This MOU becomes effective upon the date last signed and executed by the duly authorized representative of the Parties of this MOU.
 - 2. This MOU shall remain in effect for five (5) years from the execution date unless terminated, extended, or cancelled prior to the expiration date.
- B. Amendments:
 - 1. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of all Parties.
 - 2. Any changes, modification, revisions, or amendments to this MOU shall be incorporated by written instrument, executed, and signed by all Parties, and will be effective in accordance with the terms and conditions contained herein.
- C. Termination:
 - 1. This MOU may be unilaterally terminated at any time by any Party, following at least 30 days written notice.

XII. Signatures

- A. All signatories have the appropriate delegation of authority to sign this MOU.
- B. The Parties hereto have executed this MOU on the dates shown below.

_____ Dated: _____
Jacques Hadler
County Council, Chair
Grand County Commission
jhadler@grandcountyutah.net

_____ Dated: _____
Kyle Beagley (Acting)
Field Manager
Bureau of Land Management, Price Field Office
kbeagley@blm.gov

Attachment(s):

- Exhibit A – Primary Contacts.
- Exhibit B – Cooperating Agency Participation in the RMP Amendment Process for the Price Field Office.
- Exhibit C – Outline for Process to Complete the RMP Amendment Process for the Price Field Office.

Exhibit A

The principal contacts for this MOU are:

Bureau of Land Management

Primary Contact

Amber Koski, Planning & Environmental Coordinator, Green River District
Bureau of Land Management
170 South 500 East, Vernal, Utah 84078
435-781-4465

Alternate Contact

Stephanie Howard, Branch Chief NEPA & GIS, Green River District
Bureau of Land Management
170 South 500 East, Vernal, Utah 84078
435-781-4469

Grand County

Primary Contact

Jacques Hadler, Council Chair
125 E. Center St.
Moab, UT 84532
jhadler@grandcountyutah.net
council@grandcountyutah.net
435-259-1342

Alternate Contact

Mary McGann Vice Chair
125 E. Center St.
Moab, UT 84532
mmcgann@grandcountyutah.net
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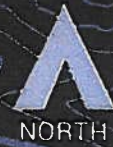
* A complete project schedule will be shared with the Cooperator as soon as it is available.



Wild & Scenic Rivers













Designated Recreation Section - Scoping Map

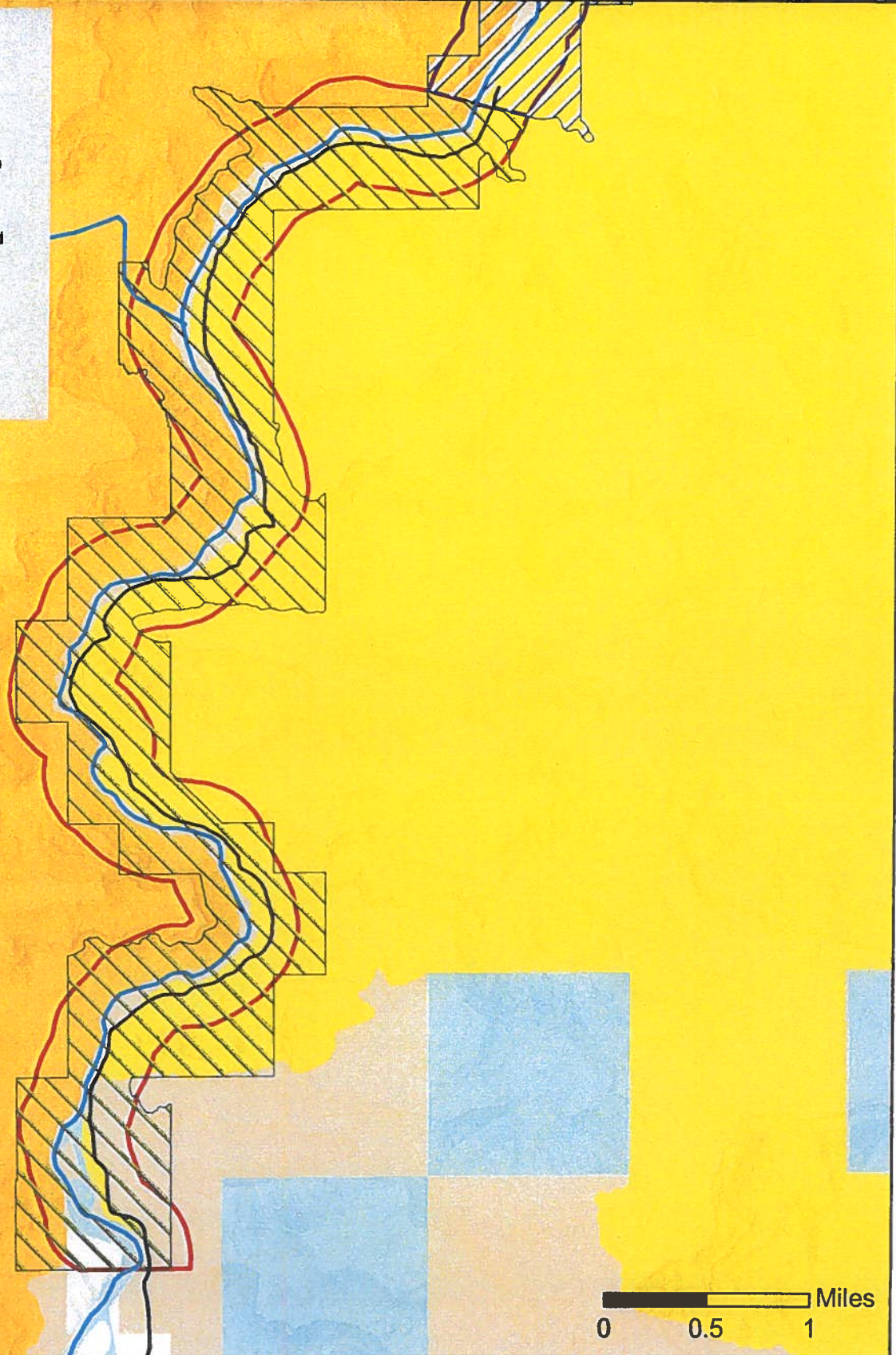
Price Field Office
125 S. 600 W
Price, Utah 84501
435-636-3600



8/11/2021

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual users or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

-  County B Roads
-  County D Roads
-  River Centerline
-  Proposed WSR Corridor - Recreation Section
-  Proposed WSR Corridor - Wild Section
-  2008 RMP Interim WSR Corridor - Recreational Section
-  2008 RMP Interim WSR Corridor - Wild Section
-  BLM Wilderness Study
-  BLM Wilderness
-  BLM
-  Private
-  State





Wild & Scenic Rivers

Designated Scenic Section - Scoping Map

Price Field Office

125 S. 600 W.

Price, Utah 84501

435-636-3600

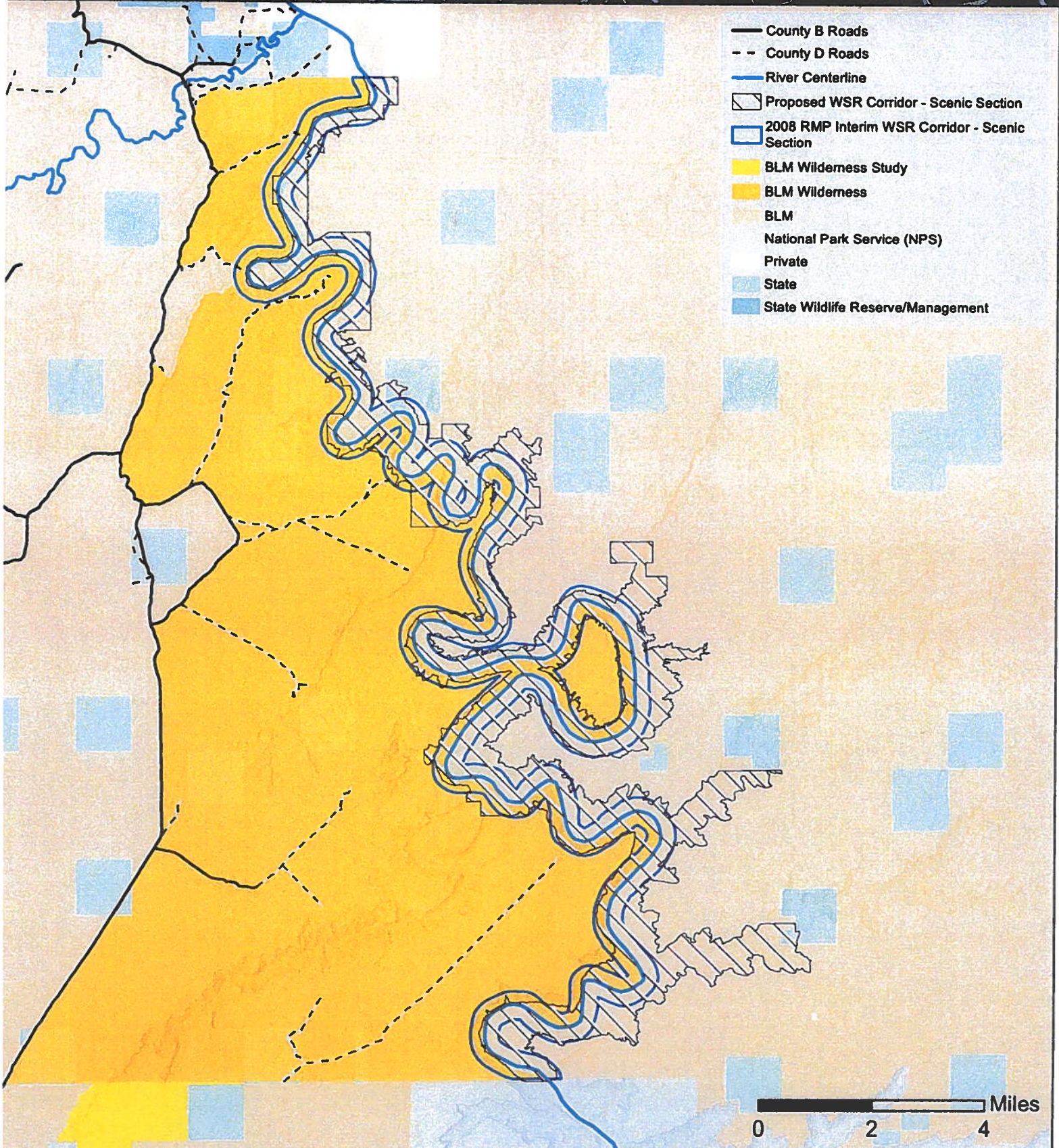


NORTH



8/11/2021

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- County B Roads
- County D Roads
- River Centerline
- Proposed WSR Corridor - Scenic Section
- 2008 RMP Interim WSR Corridor - Scenic Section
- BLM Wilderness Study
- BLM Wilderness
- BLM
- National Park Service (NPS)
- Private
- State
- State Wildlife Reserve/Management














Wild & Scenic Rivers

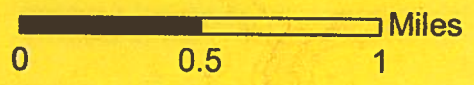
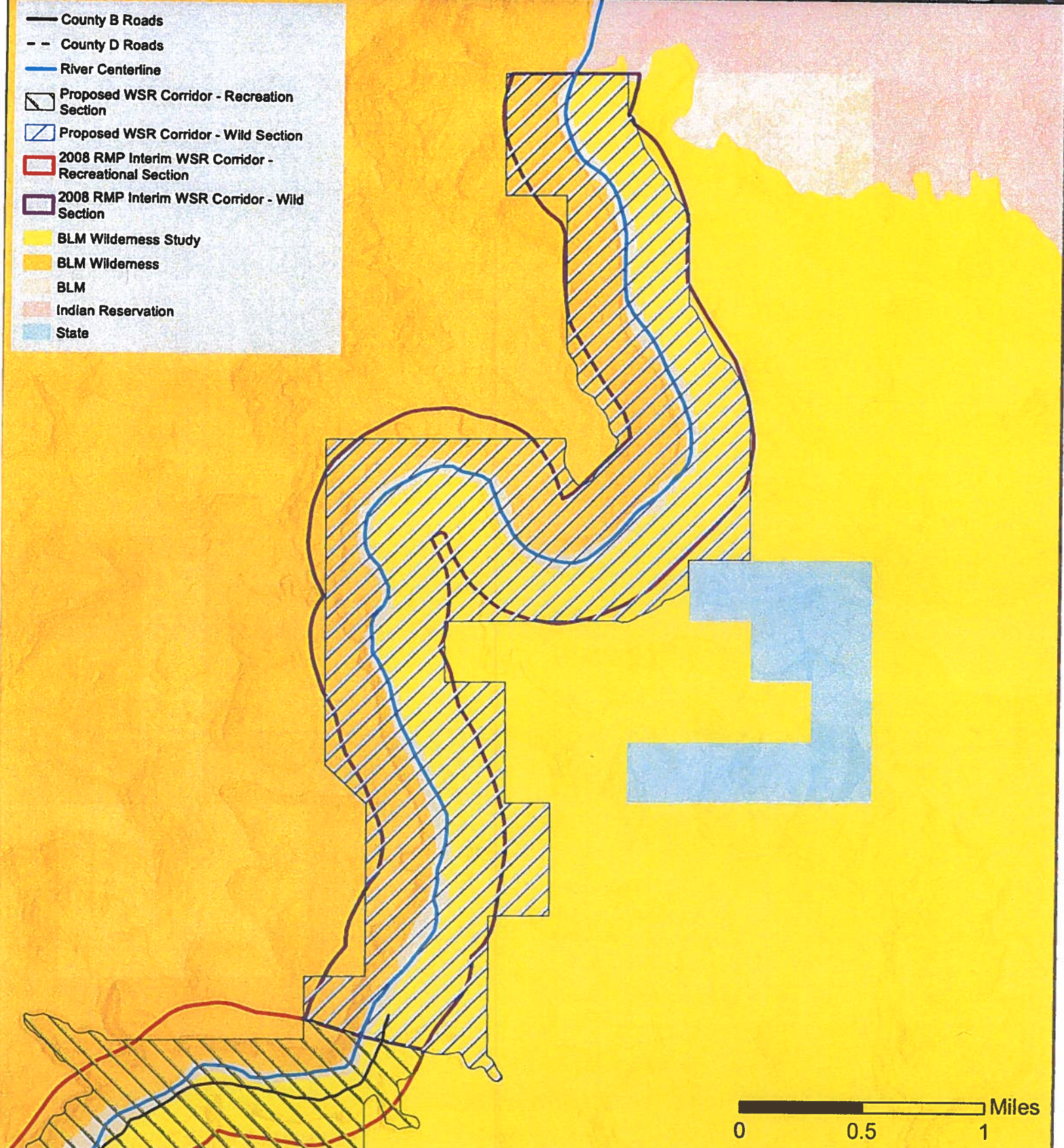
Designated Wild Section - Scoping Map

Price Field Office
125 S. 600 W.
Price, Utah 84501
435-636-3600



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- County B Roads
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-  2008 RMP Interim WSR Corridor - Wild Section
-  BLM Wilderness Study
-  BLM Wilderness
-  BLM
-  Indian Reservation
-  State



GRAND COUNTY, UTAH
RESOLUTION NO. ___ (2022)

**EXPRESSING SUPPORT FOR S. 2798/H.R. 5338 TO ADDRESS
SHORTCOMINGS IN THE RADIATION EXPOSURE COMPENSATION
PROGRAM
AND URGING CONGRESS TO CONTINUE TO SUPPORT ITS
OBLIGATION TO URANIUM WORKERS**

WHEREAS, Grand County appreciates Senator Mike Lee’s leadership and support for extension of the Radiation Exposure Compensation Act (RECA) before that act’s expiration in July 2022.

WHEREAS, on September 22, 2021, Senator Lee introduced S.2825 to amend the Radiation Exposure Compensation Act, also known as the “Downwinders Act”;

WHEREAS, on September 22, 2021, Representative Leger Fernandez introduced H.R. 5338, which would comprehensively extend benefits and coverage to many individuals harmed by uranium activities and atomic testing;

WHEREAS, on September 22, 2021, Senators Mike Crapo introduced S.2798 to amend the Radiation Exposure Compensation Act, also known as the “Radiation Exposure Compensation Act Amendments of 2021,” a companion bill to H.R. 5338;

WHEREAS, S.2798 currently has 17 bipartisan Senate Co-sponsors and continues to receive the support of other Senators in Congress, but urgent action is needed to move it forward;

WHEREAS, we recognize the Cold War impacts of the nuclear testing, uranium extraction and exposures to our Grand County citizens in efforts to help protect our National Security and the ongoing impacts of uranium industry in support of our national interests ;

WHEREAS, residents of Grand County have long called for protections and compensation for those who worked in the uranium industry or were downwind from atomic tests undertaken by the U.S. Government, which now has the deep moral obligation to care for our citizens who were unjustly and unknowingly harmed from those activities;

WHEREAS, residents of Grand County continue to be devastated from these past actions, which have continued to cause cancer and physical wellness problems even to this day;

WHEREAS, Grand County supports the addition of all western states affected by these exposures including Colorado, Idaho, Montana and New Mexico; and

WHEREAS, S. 2798/H.R. 5338 would expand eligibility for certain individuals working in uranium mines, mills or transporting uranium ore, and increase the amount of compensation in certain categories, while also extending the program for another 19 years following enactment.

NOW, THEREFORE, BE IT RESOLVED, that Grand County thanks Senator Lee for his support for compensation for the victims of radiation exposure and urges his leadership for a broader more comprehensive program as set out in S. 2798; and

BE IT FURTHER RESOLVED, that Grand County urges the entire Utah Congressional Delegation to support both H.R. 5338 and S. 2798 to provide justice for our citizens and families who have and continue to suffer and to act immediately to address the need to extend the existing RECA program, which expires in July 2022.

APPROVED by the Grand County Commission in open session this April 5, 2022 by the following vote:

Those voting aye:

Those voting nay:

Those absent:

Grand County Commission

ATTEST:

Jacques Hadler, Chair

Gabriel Woytek, Clerk/Auditor

Location	Name	Date	Type
	Adventure Rabbi Passover	4/15-4/17	Religious
	CO2UT Gravel Bike Event	4/22-4/24	Bike
	Building Man	5/6-5/8	Art & Music
	Gran Fondo	5/6-5/7	Bike
	MMF High Water	5/19-5/22	Music
OSTA	Jeep Safari	April 8th - 16th	Jeep Event
OSTA	Rigging for Rescue	April 5th - 9th	Training
OSTA	Cruise Moab	May 25th - 31st	Toyota
OSTA	Fallen Peach Officer	April Will Advise	Ceremony
OSTA	Jeepster Commando	April 19th - 22nd, 2022	Jeep
OSTA	Mandy Rush Barrel Race Clinic	May 6th -8th	Clinic
OSTA	Bronco Safari	May 6th	Bronco
OSTA	Private Government	May 9-14	Private - Government
OSTA	Gone Moab	May 22nd	Nissan Event
OSTA	Barrels 4 Bucks	May 28th-30th	Barrel Racing

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27	28	29	30	31	1	2
	2pm - STR Vendor 3pm - SILTA 4:30pm - Planning	10am - Special 3pm - Sarah Mtg in	8:30am - Legislative 10:30am - MN-QH-LE 1:30pm - Dark Skies 2:30pm - MN-QH @	8am - MN-QH @		
3	4	5	6	7	8	9
	5pm - Airport Bd.	9am - Boat Ramp 10:45am - Arroyo	8:30am - Legislative 10am - Noise 3pm - Econ	9am - Interviews @ 11am - MAHTF 12pm - Interviews @ 2pm - CEG meeting		
10	11	12	13	14	15	16
	4:30pm - Planning	10am - LUC review 3pm - MATC Meeting	9am - DRT Meeting 3pm - Economic	3pm - Economic		
17	18	19	20	21	22	23
Easter Sunday	Easter Monday Tax Day		8:30am - Legislative			
24	25	26	27	28	29	30
	2:30pm - Land Use - 4:30pm - Planning	3pm - Tailings	8:30am - Legislative			

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
APRIL 5, 2022
 Agenda Item: R

TITLE:	Public Hearing and Possible Action on the Proposed Disposition of Real Property Parcels 26S22E358401, 26S22E358402, 27S22E014200, and 0003900000D0 - Owned by Grand County and Located within San Juan County, Utah
FISCAL IMPACT:	Possible Revenue TBD
PRESENTER(S):	Chris Baird – Strategic Development Director

Prepared By:

Chris Baird

SUGGESTED MOTION:

I move to suspend policy and take action tonight.
 →
 I move to approve the disposition of parcels 26S22E358401, 26S22E358402, 27S22E014200, and 0003900000D0 - Owned by Grand County and Located within San Juan County, Utah.

Or,

Wait to take action at the next regular Commission meeting.

FOR OFFICE USE ONLY:
Attorney Review:

Complete

BACKGROUND:

Grand County owns 4 undeveloped parcels located in San Juan Co. - Northern Spanish Valley as below:

26S22E358401, and 26S22E358402 – 4.31 acres combined – 11850 US Highway 191

27S22E014200 – 40 acres – Spanish Valley Dr. just south of Old Airport Rd.

0003900000D0 – 21.73 acres – Spanish Valley Dr. and Allen St

This is a public hear to accept comment on the possible disposition and sale of these parcels.

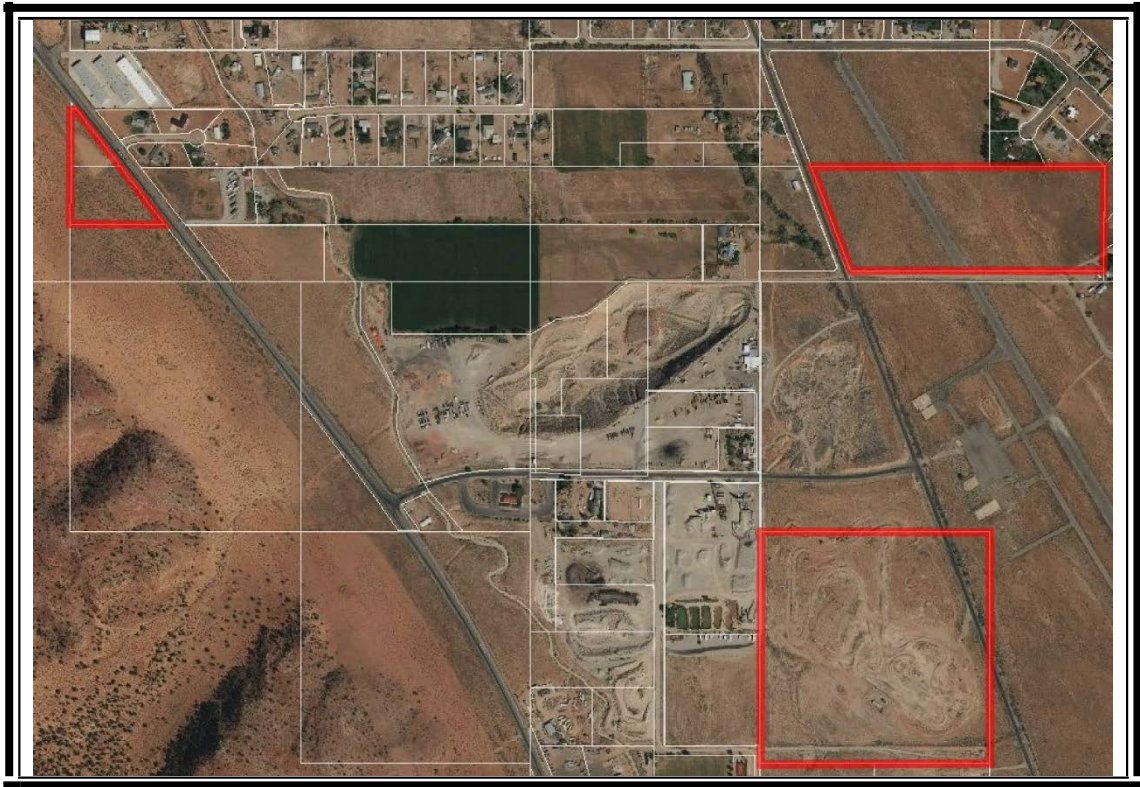
The proceeds of the sale of these parcels can be used for Capital needs such as new office space, renovations, capital equipment, affordable housing, the purchase of other real estate, and all other Capital needs.

The approval of this proposed disposition does not obligate the County to accept any bids or to sale the properties.

ATTACHMENT(S):

- Parcel Information Sheets
- Bid Form

PARCEL INFORMATION FOR THREE TRACTS (4 PARCELS TOTAL)
OF LAND CONTAINING 4.31 ACRES, 40 ACRES, AND 21.73
ACRES RESPECTIVELY LOCATED IN SPANISH VALLEY AREA – SAN
JUAN COUNTY, UTAH



Description of Subject Property:

The subject property consists of three separate tracts of land comprised of four parcels. Each of the three tracts are described separately below. Review of a title report is recommended.

General Site Data-Tract #1

<i>Location</i>	+/-11850 US Highway 191
<i>Land Area</i>	4.31 acres or 187,744 square feet
<i>County Parcel No.</i>	26S22E358401 and 26S22E358402
<i>Street Orientation</i>	The parcel is located on the west side of Highway 191
<i>Access</i>	Highway 191

Shape Triangular
Frontage +/-836 feet of frontage on Highway 191
Topography Mostly level

Improvements The subject property is currently unimproved.

Zoning The subject property is zoned Highway Flex by San Juan County. The purpose of the zone is as follows “An ordinance clarifying the specific uses and relationships of uses within the Highway Flex Planned Community (HF) District (HF Zone). Unless specifically mentioned in this chapter, the requirements for a Large Planned Community development detailed for the PC Zone shall otherwise apply. See proposed Spanish Valley Zoning Map for applicable locations. Permitted Uses The wide range of commercial uses detailed in the Highway Commercial Zone shall apply. These uses shall primarily be developed as part of large-scale, coordinated and flexible commercial-centric developments. A wide-range of residential uses, including employee housing, short-term visitor housing, and similar uses may be included as part of large-scale, coordinated and flexible commercial-centric developments. Conditional Uses None. Uses Subject to the Spanish Valley Overnight Accommodations Overlay • Hotels and Motels • Commercial Condominiums for short- term rentals • Bed and Breakfasts (B&Bs), lodges and resorts • Commercial campgrounds • All other variations of overnight accommodations intended for nightlyrentals.”

General Site Data-Tract #2

Location Just south of the SWC of Spanish Valley Drive & Old Airport Road
Land Area 40.0 acres or 1,742,400 square feet
County Parcel No. 27S22E014200
Street Orientation Interior
Access Spanish Valley Drive
Shape Rectangular
Frontage +/-1,320 feet of frontage on Spanish Valley Drive
Topography Mostly level

Improvements The subject property is currently unimproved.

Zoning

The subject property is zoned Planned Community by San Juan County. The purpose of the zone is as follows “The purpose of the Spanish Valley Planned Community (PC) District is to provide a regulatory tool that allows large properties in the San Juan County portion of the Spanish Valley to be developed in accordance with a specific plan designed to achieve the following:

1. To promote and protect the public health, safety, and welfare.
2. To implement the objectives and policies of the San Juan County General Plan.
3. To facilitate development within the San Juan County portion of the Spanish Valley in accordance with the Spanish Valley Area Plan that was adopted as part of the general plan. This plan promotes high quality, innovative and creative development that includes a mixture of uses, building types, varying densities and lot sizes and sufficient diversity of housing types to meet the full life-cycle housing needs of local residents, a variety of mixed use, commercial and flex uses, adequate amenities, and the preservation of open space.
4. To safeguard and enhance environmental amenities and the quality of development.
5. To attain the physical, social, and economic advantages resulting from comprehensive and orderly planned use of land resources.
6. To lessen vehicular traffic congestion and assure convenience of access.
7. To secure safety from fire, flood, and other natural dangers.
8. To provide for adequate light, air, sunlight, and open space.
9. To promote and encourage conservation of scarce resources.
10. To preserve the unique landforms, views and environmental qualities of the Spanish Valley.
11. To prevent overcrowding of land and undue concentration of population.
12. To facilitate the creation of a convenient, attractive, and harmonious community with a desirable living and working environment with unique identity and character.
13. To attain a desirable balance of residential and other land uses.
14. To promote a pedestrian friendly environment that encourages transit and bicycle use.
15. To expedite the provision of adequate and essential public services.
16. To promote economical and efficient use of the land and water.
17. To provide a process for the initiation, review, and regulation of large-scale, comprehensively planned development that affords flexibility within the context of an overall development program and specific,

phased development plans coordinated with the provision of necessary public services and facilities.”

General Site Data-Tract #3

<i>Location</i>	NEC of Spanish Valley Drive & Allen Street
<i>Land Area</i>	21.73 acres or 946,559 square feet
<i>County Parcel No.</i>	0003900000D0
<i>Street Orientation</i>	Corner
<i>Access</i>	Spanish Valley Drive & Allen Street
<i>Shape</i>	Rectangular
<i>Frontage</i>	+/-626 feet of frontage on Spanish Valley Road and +/-1,441 feet on Allen Street
<i>Topography</i>	Mostly level

Improvements

The subject property is currently unimproved.

Zoning

The subject property is zoned Spanish Valley Residential by San Juan County. The purpose of the zone is as follows “The Spanish Valley Residential (SVR) District is designed primarily to accommodate residential uses in large lot (one-acre or greater) and smaller lot (1/4 acres up to 1 acre) developments. In addition to the Uses and Lot Design Standards of this section, development in this district shall be in compliance with all other applicable provisions of the San Juan County Land Use Ordinance, and shall promote and protect public health, safety, and welfare. Uses are allowed in the SVR District in accordance with Table 1-1: Permitted Uses identified with a "P" in the table shall be permitted in the SVR District, subject to compliance with all applicable conditions and all other provisions of this Code. Conditional Uses identified with a "C" in the table shall be permitted in the SVR District only upon approval of a Conditional Use Permit by the County in accordance with the Conditional Use procedures and standards of the Zoning Ordinance. Lot Design Standards All development in the SVR District shall be subject to the following lot design standards, which generally allow for variety in housing and building types while maintaining the overall character of residential neighborhoods. This approach promotes better site layout and energy efficient DRAFT 2 OCTOBER 13, 2019 development, affordable life-cycle housing, and development intensities that match existing and proposed infrastructure investments.”

Taxes & Assessment Data

For taxation purposes, the appraised property is under the jurisdiction of San Juan County. The subject properties are currently owned by Grand County and is exempt from taxes. The subject parcels have not been assessed. If the property were to be owned by a private entity, then the property would be assessed and taxed at the current rates.

History of the Subject Property:

Fee title ownership of the subject property is presently vested in the name of Grand County. The properties have been under the same ownership for many years.

For more information contact:

Chris Baird
Strategic Development Director
Grand County, Utah
cbaird@grandcountyutah.net
435-260-1431

BID FORM
Grand County – Real Property

ARTICLE 1 – REAL PROPERTY

1.01 The Real Property subject to this Bid is known as Parcel No. ____; Address: _____ (the “Real Property”).

ARTICLE 2 – BID RECIPIENT

2.01 This Bid is submitted to: **Grand County Clerk’s Office, 125 East Center, Moab, Utah 84532.**

2.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a standard Utah Real Estate Purchase Contract (“REPC”) with the County pursuant to the terms and conditions indicated in this Bid.

2.03 The parties hereby agree that the Utah standard REPC form, and its default provisions, constitute a Bidding Document, the terms and conditions of which are integrated herein by this reference.

ARTICLE 3 – BIDDER’S ACKNOWLEDGEMENTS

3.01 This Bid will remain subject to acceptance by the County for 60 days after the Bid opening.

3.02 Bidder understands and acknowledges that the County has no obligation to sell any real property to Bidder upon submission of a complete bid unless the parties execute an REPC.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “Fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “Collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BID

5.01 Bidder agrees to purchase the Real Property for the following price:\$_____, paid in cash at Closing.

ARTICLE 6 – CLOSING

6.01 Bidder agrees that Closing shall occur no later than sixty (60) days after mutual execution of the REPC.

ARTICLE 7 – DEFINED TERMS

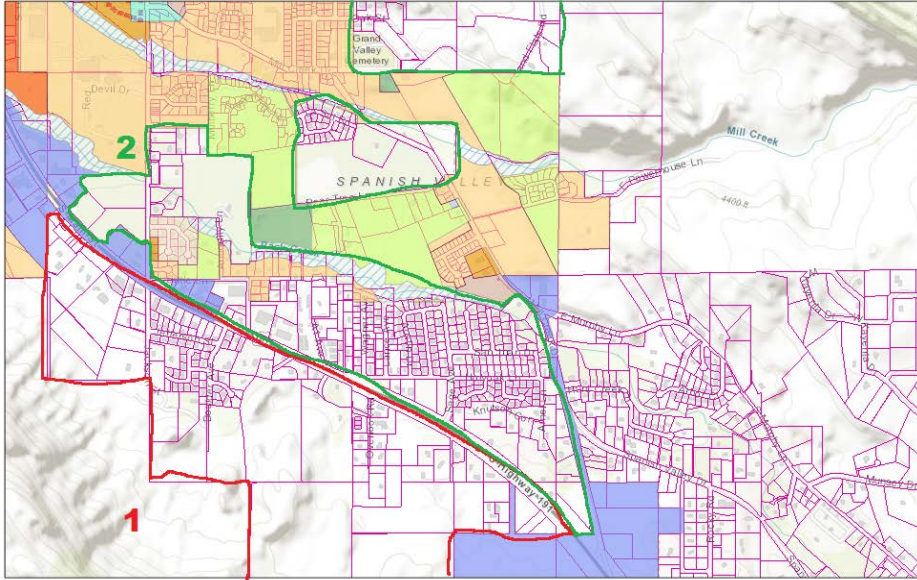
7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the Contract.

BIDDER: <i>[Indicate correct name of bidding entity]</i>	
By: <i>[Signature]</i>	
<i>[Printed name]</i>	
<i>(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)</i>	
Attest: <i>[Signature]</i>	
<i>[Printed name]</i>	
Title:	
Submittal Date:	
Address for giving notices:	
Telephone Number:	
Fax Number:	
Contact Name and e-mail address:	

PROPOSED NEIGHBORHOOD PLANNING LOCATIONS

MARCH 29, 2022 - Attachment #2

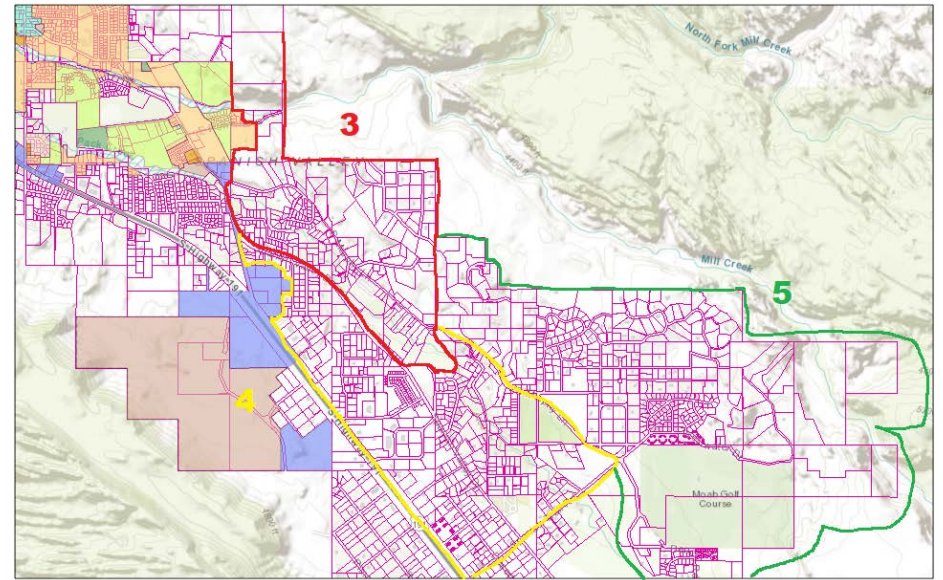
Grand County Parcel Map



February 15, 2022

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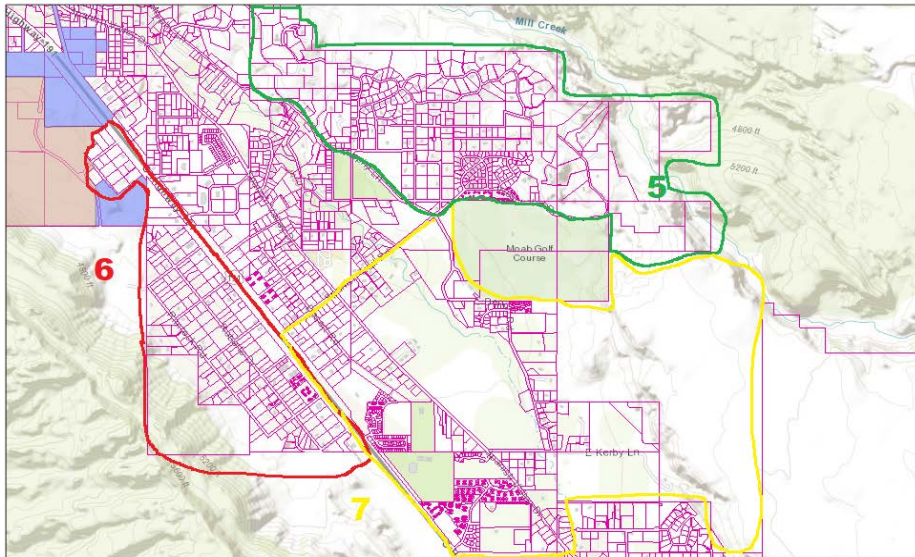
Grand County Parcel Map



February 15, 2022

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Grand County Parcel Map

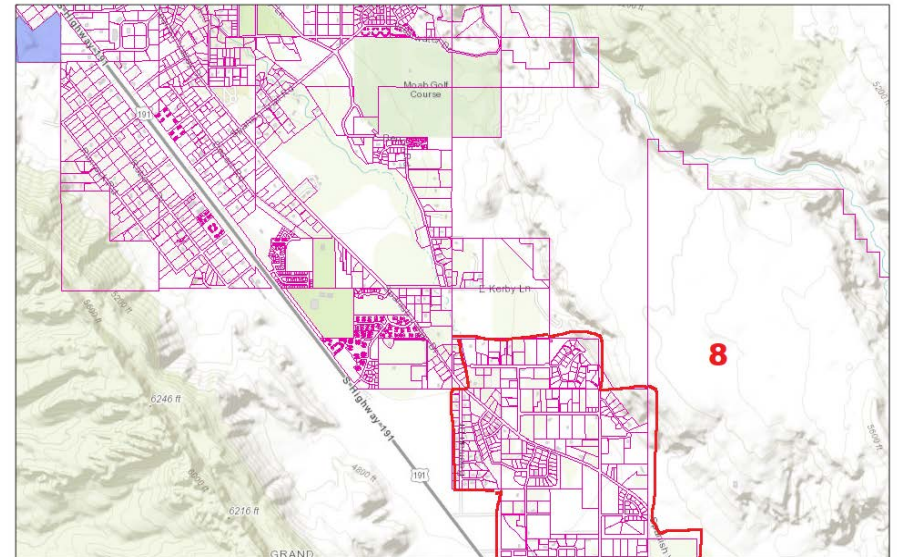


February 15, 2022

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Bureau of Land Management, Utah AGRC, Esri, HERE, Garmin

Grand County Parcel Map



February 15, 2022

1:36,112
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0 0.38 0.75 1.5 km

Bureau of Land Management, Utah AGRC, Esri, HERE, Garmin