



**BOARD OF COMMISSIONERS MEETING**  
117 South Main Street, Monticello, Utah 84535. Commission Chambers  
January 21, 2025 at 11:00 AM

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**AGENDA**

*The public will be able to view the meeting on San Juan County's Facebook live and Youtube channel*

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**CONFLICT OF INTEREST DISCLOSURE**

**PUBLIC HEARINGS**

**Public Comments are limited to 3 minutes. Speakers may offer objective criticism but complaints about County personnel or other persons will not be allowed.**

**Individuals expressing comments should not expect an immediate response from the Board of Commissioners. Please understand that the public comment period is not a debate, an interactive question & answer session or a dispute resolution forum, it is an opportunity for you to express your comments, concerns, suggestions and a chance to be heard for information and consideration.**

**BUSINESS/ACTION**

- 1. CONSIDERATION AND APPROVAL OF AN ORDINANCE REPLACING THE EXISTING 2011 ZONING ORDINANCE AND 2019 SAN JUAN COUNTY SPANISH VALLEY DEVELOPMENT ORDINANCES AND AMENDMENTS WITH A NEW ORDINANCE AND CORRESPONDING MAPS FOR LAND USE, DEVELOPMENT AND MANAGEMENT WITHIN THE UNINCORPORATED AREAS OF SAN JUAN COUNTY, STATE OF UTAH.  
Kristen Bushnell, Planning Administrator**

**PUBLIC COMMENT**

*Public comments will be accepted through the following Zoom Meet link*  
<https://us02web.zoom.us/j/87155847636> Meeting ID: 871 5584 7636 One tap mobile  
+12532158782,,87155847636# US (Tacoma)

*There will be a three-minute time limit for each person wishing to comment. If you exceed that three-minute time limit the meeting controller will mute your line.*

## **CONSENT AGENDA** (Routine Matters) Mack McDonald, San Juan County Administrator

*The Consent Agenda is a means of expediting the consideration of routine matters. If a Commissioner requests that items be removed from the consent agenda, those items are placed at the beginning of the regular agenda as a new business action item. Other than requests to remove items, a motion to approve the items on the consent agenda is not debatable.*

2. Approval of \$43,079.45 in Small Purchases; \$2,067 for Posi-Shell Brown Base Mix for the San Juan County Landfill, \$31,792 for Trailer Mounted Diesel Genset for the San Juan County Emergency Management, \$2,720.45 for Civil 3D Annual subscription for the San Juan County Records Office, \$5,000 for Bluff Balloon Festival Photography and \$1,500 for Destination Marketing Organization for the San Juan County Visitor Services
3. Approval of the January 7, 2024 Commission Meeting Minutes
4. Approval of the Travel Reimbursement Form for Calendar Year 2025
5. Approval for Renewal for 2025 Off Premise Beer Retailer License for Resort Retailers - Mexican Hat 7-Eleven Convenience Store
6. Approval of the 2025 Contract between Rocky Mountain Personal Care and San Juan County for Case Management and Home Health Care Services early renewal due to name change
7. Approval of the Utah Cooperative Wildfire System Participation Commitment between Utah Division of Forestry, Fire and State Land and San Juan County for Fiscal Year 2025
8. Approval of the San Juan County Public Health Infrastructure - 2023 Amendment 3 with the State of Utah Department of Health and Human Services

## **BUSINESS/ACTION**

9. Consideration and Approval of Award to Brown Brothers Construction for the Annual Gravel Crushing Bids. Todd Adair, Road Superintendent
10. Consideration and Approval for Visitor Data Contract between Datafy and San Juan County. Allison Yamamoto-Sparks, Visitor Services Manager

## **COMMISSION REPORTS**

## **ADJOURNMENT**

\*The Board of San Juan County Commissioners can call a closed meeting at any time during the Regular Session if necessary, for reasons permitted under UCA 52-4-205\*

All agenda items shall be considered as having potential Commission action components and may be completed by an electronic method \*\*In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the San Juan County Clerk's Office: 117 South Main, Monticello or telephone 435-587-3223, giving reasonable notice\*\*



## LEGISLATIVE STAFF REPORT

**MEETING DATE:** January 21, 2025

**ITEM TITLE, PRESENTER:** Consideration and Approval of the 2025 Land Use, Development and Management Ordinance, Zoning Maps and Use Tables, Kristen Bushnell, Planning Administrator

**RECOMMENDATION:** Make a motion approving the 2025 Land Use, Development and Management Ordinance, Zoning Maps and Use Tables.

Make a motion denying the 2025 Land Use, Development and Management Ordinance, Zoning Maps and Use Tables.

### SUMMARY

Over the past year the Planning Commission has worked to update the long overdue 2011 Zoning Ordinance. Resources, community workshops and commission work sessions have been on-going and open to the public since April 2024. Documents have been reviewed by land use attorneys for compliance with Utah State Code and to mitigate potential risks in decision-making regarding land use. This document's intent is to be continuously re-evaluated each year to address the growing and changing needs of our communities. It serves as the guiding basis of rules and regulations our county staff references in administrative decisions and sets the procedures for applicants to address the commissioners as appropriate.

#### Administrative Comments:

- CLARIFICATION that the Development & Design Standards (Chapter 7) would be the responsibility of applicants from this point forward.
- CLARIFICATION that currently you may **not** live in an RV dwelling long term. The new ordinance would allow this housing option so long as sanitation and welfare of occupants are addressed with the restrictions of 1 unit per 0.5 acres minimum and 2 units per 1 acre minimum, with a maximum of 2 units per lot/parcel. These restrictions do not apply to "Seasonal RV Camps / Hunting Camps" in which parcels are occupied less than 180 days per calendar year.
- CORRECTION on Page 65 – Addition of International Fire & Building Code language to the Private Roads section to replace specific road standards as adopted by the Planning Commission.

**Use Table Requests:**

- Request for “Agricultural Production: Hay Production” to be added as permitted in Recreational Support.
- Request for “Kennels” to be added as a conditional use in Agriculture.
- Request for “Barber & Beauty Shops / Cosmetic Services” be added as permitted in Agriculture.
- Request for “Fabrication of Metal Products” be added as permitted in Agriculture.
- Request for “Paint & Powder Coating Shops” be added to the Use Table and allowed in Agriculture as a permitted use and others as appropriate.
- Request for “Butcher” be added to the Use Table and allowed in Agriculture, Community Commercial, and MultiUse.

**Zoning Map Requests:**

- Request for MultiUse Zone to be extended to East Allen Cul-De-Sac.
- Request for MultiUse Zone to be added to Industrial Area of Lisbon Valley Mine for the intent of short-term employee housing.
- Request for Upper Pack Creek Ranch to be zoned as Agricultural.
- DISCUSSION Pack Creek Ranch residents are split between wanting Residential or Recreational Support. Currently zoned as Residential.

**Ordinance Requests:**

- Page 13 – Remove animal limits and redefine “KENNEL: as an establishment for the breeding or boarding of dogs and/or cats”.

**Rescinded Requests:**

- Request for Green Haven Subdivision in La Sal to be zoned as Residential.

**Denied Requests:**

- Request for all lots to have a 1 acre minimum.
- Request to add to the definition of "Nuisance" and include noise Inside residential zones, infrasound and low frequency vibration below 20hz from diesel construction equipment, generators, engines, stereos etc. that are run by transient workers/property owner builders living onsite and in rvs full time, 24/7/365 for the five-year permitted building time.

Approval of the above requests does not hinder the intent or complete nature of the purpose of the approval from the Planning Commission of January 9, 2025. These administrative changes, if approved, allow the County Commission to address issues that have been raised during the opposition period of this 2025 Land Use, Development and Management Ordinance.

**HISTORY**

The 2011 Zoning Ordinance was adopted to replace an existing ordinance from the 1970’s.

With substantial growth in the Spanish Valley area, the 2011 document needed immediate attention to address the significant changes that this area was experiencing. This was a distrusted time between County Commissioners, the Planning Commission, and the publishers of the documents. A draft document was put forward in early 2019. The Planning Commission hosted community workshops and work sessions to update the documents into a final submittal. The final documents were approved by the Planning Commission and moved forward to the County Commissioners later that fall. The County Commissioners rejected the final submittal and instead adopted the original “DRAFT” document which omitted the collected feedback and work session updates. This has caused many problems for the Spanish Valley Area.

With both the county-wide 2011 Zoning Ordinance being out of compliance with current state laws and the Spanish Valley 2019 Zoning Ordinance causing major lawsuits, the Planning Administrator launched efforts to update a county-wide land use plan in 2020. The document was worked on by the Planning Administrator and the County Attorney. Outside resources helped to create the zoning maps. As they neared the final stage, the ordinance was delayed with issues of public engagement, and development kept growing at an exponential rate to add more sections addressing those issues such as Telecommunication Towers and Short-Term Rentals. The county fell further behind on Utah State Code updates. Being overwhelmed, the plans fell through and the Planning Administrator resigned in early 2023.

The Planning Administrator position was vacant from March 2023 to December 2023 in which time duties fell to the Chief Administrator. Taking on these responsibilities in addition to the many other short-handed departments at the time, the updates to the ordinance were pushed aside to address more immediate matters.

The current Planning Administrator was hired in mid-December 2023. She was immediately tasked with taking on the ordinance updates to become compliant with Utah State Codes. The Planning Administrator gathered all applicable departments to represent their expertise and reviewed the documents left behind from her predecessor as these had a solid foundation and had already been reviewed by legal teams. Staff worked together to update the document to comply with the current Utah State laws that governed their departments. Staff also reviewed wide-spread issues and created productive solutions to avoid detrimental impacts to our county in the future. A planning consultant was hired in March to work through the documents and create updated maps. Draft documents were published in the community in April 2024.

The Planning Commission held five work sessions in addition to their regular meetings, of which several were also used to discuss the documents. Community workshops were held in Spanish Valley and Monticello in May. Staff and our consultants continued to work through the community feedback to make updates to the documents. Public Notices were sent to every property owner in the county of public hearings and potential adoption dates being set for July. At the last minute, the document was pulled, needing more time for review.

The Planning Administrator began working with legal teams in August to review the documents for compliance with Utah State Code and to navigate some of the issues that staff had identified in the county. Another community workshop was held in La Sal in September. The legal teams worked through each section of the document until the first part of December 2024. Public Notices were posted as of December 10<sup>th</sup> and one more work session was held by the Planning Commission to review final documents.

The Subdivision Ordinance (Chapter 6) was passed separately on December 30, 2024, through both the Planning Commission and the County Commission and is included in the final documents now.

Public Hearing was held at the January 9, 2025, Planning Commission meeting. Planning Commissioners discussed updates to the documents based on feedback, both in person and in writing, that had been received from the community. The Planning Commission voted and approved the adoption of the 2025 Land Use, Development and Management Ordinance; 6 in favor to 1 opposed.

**SAN JUAN COUNTY UTAH  
ORDINANCE NO 2025-\_\_**

**AN ORDINANCE REPLACING THE EXISTING 2011 ZONING ORDINANCE AND 2019 SAN JUAN COUNTY SPANISH VALLEY DEVELOPMENT ORDINANCES AND AMENDMENTS WITH A NEW ORDINANCE FOR LAND USE, DEVELOPMENT AND MANAGEMENT WITHIN THE UNINCORPORATED AREAS OF SAN JUAN COUNTY, STATE OF UTAH.**

**WHEREAS, the San Juan County Board of County Commissioners, as the governing body of San Juan County, State of Utah, specifically finds that it is in the best interest of the safety and welfare of the citizens of San Juan County, to replace the existing zoning ordinances and amendments with a new ordinance for land use, development and management within the unincorporated areas of San Juan County, and;**

**WHEREAS, previous land use ordinances were adopted December 1955, and amended December 1974, September 2011, and for the Spanish Valley Area September 2019, and;**

**WHEREAS, in the yearly General Sessions, counties are mandated to revise their local ordinances to align with the newly enacted state codes, specifically UCA 17-27a by December 31st, each year to be compliant with those changes in Utah Code for the process of land use, development, and management in the unincorporated lands of the County.**

**NOW THEREFORE BE IT ORDAINED by the San Juan County Board of County Commissioners: Section 1 AMENDMENTS The new Land Use, Development and Management Ordinance shall be amended to read:**

**SAN JUAN COUNTY LAND USE, DEVELOPMENT, AND MANAGEMENT ORDINANCE (2025)**

**Pursuant to Utah Code sections 17-27a-101 et seq., the County Land Use, Development, and Management Act (CLUDMA), San Juan County hereby adopts this San Juan County Land Use, Development, and Management Ordinance (LUDMO). This enactment supersedes and replaces all other ordinances San Juan County has previously adopted governing land use, development, and management, together with their amendments, maps, and modifications. Any other ordinances and maps referencing such prior ordinances and maps are hereby amended to reference the appropriate LUDMO provision and map. If any portions of prior maps or provisions of prior ordinances not hereby revoked conflict with the LUDMO and the maps adopted herewith, the LUDMO and the maps adopted herewith shall govern. Where any right or authority granted to San Juan County by state law is not addressed herein, the state law governs.**

## CHAPTER 1 DEFINITIONS

This LUDMO adopts the definitions for terms set forth in CLUDMA. The following additional terms or modifications of CLUDMA terms used in this LUDMO are defined as follows. ANY TERM NOT DEFINED IN CLUDMA OR HEREIN SHALL BE GIVEN ITS ORDINARY MEANING.

**ABATEMENT:** The repair, replacement, removal, destruction, correction, or other remedy of a condition which constitutes a violation of this LUDMO or the conditions or terms set by permits, licenses, or other approvals by such means, in such a manner, and to such an extent as an enforcement officer determines is necessary in the interest of the general health, safety, and welfare of County inhabitants.

**ACCESSORY BUILDING:** A building or structure, the use of which is incidental and subordinate in size and use to the main building and not intended as a dwelling.

**ACCESSORY DWELLING UNIT (ADU):** A building other than the primary dwelling which is used as a dwelling on a shared lot with the primary dwelling as either an internal or detached unit, including a long term RV, as defined by State code.

**ACCESSORY USE:** A use that:

1. is customarily incidental to and found in connection with a principal or main use;
2. is subordinate to and serves a principal or main use;
3. is subordinate in extent, area or purpose to the principal or main use;
4. is located on the same lot as the principal or main use; and
5. contributes to the comfort, convenience or necessity of occupants, business or industry of the principal or main use.

**ADVERSELY AFFECTED PARTY:** A person other than a land use applicant who: (a) owns real property adjoining the property that is subject of a land use application or land use decision; or (b) will suffer a damage different in kind than, or an injury distinct from, that of the general community as a result of the land use decision.

**AGRICULTURAL INDUSTRY OR BUSINESS:** An industry or business involving agricultural products in packaging, treatment, sales, intensive feeding, or storage, including but not limited to animal feed yards, fur farms, commercial milk production, food packaging or processing plants, commercial poultry or egg production and similar uses.

**AGRICULTURAL LAND:** Land devoted to the raising of useful plants and animals with a reasonable expectation of profit, including: forages and sod crops, grains and feed crops, livestock, trees and fruits, or vegetables, nursery, floral, and ornamental stock; Or land devoted to and meeting the requirements and qualifications for payments or other compensation under a crop-land retirement program with an agency of the state or federal government.

**AGRICULTURAL ZONE:** Those areas designated in the Zoning Ordinance of San Juan County, Utah as AG and where the primary permitted land use is as agricultural land.

**AIRPORT:** Any area of land or water used or intended for landing or takeoff of aircraft including appurtenant area used or intended for airport buildings, facilities, as well as rights of way together with the buildings and facilities.

**AIRPORT APPROACH AREA:** Means all that land which lies directly under an imaginary approach surface centered on the extended centerline at each end of a runway. The inner edge of the approach surface is at the same width and elevation and coincides with the end of the primary surface.

**AIRPORT TRANSITION AREA:** Means the land lying under those surfaces extending outward and upward at right angles to the runway centerline.

**AIRPORT TURNING AREA:** The area of an airport other than the approach zone, which is used for turning operations of aircraft.

**AIRSTRIP:** An airfield without normal airport facilities.

**ALLEY:** A public thoroughfare less than twenty-five feet (25') wide.

**ALTERATION:** Any change or rearrangement in the supporting members of an existing structure, such as bearing walls, columns, beams, girders or interior partitions, or any change in the dimensions or configurations of the roof or exterior walls, as well as any change of location of doors, windows, means of ingress or egress, or any expansion or diminution of a building or structure.

**ALTERED:** Any change in the construction or addition to a building that increases or decreases the capacity or changes the use.

**ANGLE:** The rotation required to superimpose either of two lines on the other.

**ARENA:** An indoor or outdoor, public or private, commercial or noncommercial facility which is set aside for showing, training or exercising livestock.

**ATHLETIC CLUB:** An establishment providing facilities for physical development, exercise, sports or recreation. Facilities may include exercise equipment, indoor and/or outdoor racquetball or tennis courts, jogging track, swimming pools, skating rink, indoor bathing, restaurant or snack bar, and sales of athletic equipment. Facilities may be open to the public for a fee, or available only to persons holding membership.

**AUTO REPAIR:** A building or premises used for the repair of any passenger auto, pickup truck, semi tractor, recreational vehicle or similar vehicles where the repair includes, but is not limited to, the rebuilding of engines, transmissions or differentials.



**AUTO-WRECKING/SALVAGE YARD:** See also definition of Junkyard. Any lot, portion of lot or tract of land used for the storage and keeping of salvage, including scrap metals or other scrap material, or for dismantling or demolition of automobiles or equipment, machinery or parts thereof; provided, that this definition shall not be deemed to include such uses which are clearly accessory and incidental to any agricultural use permitted in the zone.

**AWNING:** A roofed structure constructed of fabric or metal placed so as to extend outward from the building providing a protective shield for doors, windows and other openings with supports extending back to the building, supported entirely by the building.

**BARN/AGRICULTURAL BUILDING:** An accessory structure upon a lot customarily used for the housing of animals/livestock, storage of crops or feed, and/or machinery used in bona fide agricultural activities.

**BASEMENT:** A story more than 50% or fully underground. A basement shall be counted as a story for the purposes of height measurement if its height is one-half (1/2) or more above grade.

**BATCHING APARTMENT:** A dwelling unit occupied by three (3) or more batching singles which are jointly utilizing the kitchen facilities of the dwelling unit.

**BEARING:** An angle (on a survey) less than 90° within a quadrant defined by cardinal directions.

**BED AND BREAKFAST/BOARDING HOUSE:** A single-family residence occupied by an owner-operator, with no more than eight (8) bedrooms located in the main residence, providing temporary accommodations (for compensation) on a nightly basis, not to exceed thirty (30) days.

**BIG BOX RETAIL:** Any single retail store with a gross main floor area of over forty thousand (40,000) square feet.

**BLOCK:** An area of land entirely bounded by streets.

**BUILDING:** Any structure having a roof supported by columns or walls for the housing or enclosure of persons, animals or chattels.

**BUILDING, HEIGHT OF:** The vertical distance from the average finished grade surface to the highest point of the building roof or coping.

**BUILDING OFFICIAL:** The officer or other designated authority appointed by the county to administer and enforce provisions of the building code.

**BUILDING LINE:** A line parallel to the front, side or rear lot line and established at the point where that lot line is closest to any part of the building or structure exclusive of the ordinary

projections of skylight, sills, belt courses, cornices, chimneys, flues and ornamental features which do not project into a yard more than two and one-half (2-1/2) feet, and open or lattice enclosed fire escapes, fireproof outside stairways and balconies open upon fire towers which do not project into a yard more than five (5) feet.

**BUILDING, MAIN:** The building or buildings on a site which houses the main use.

**BUILDING, PUBLIC:** A building owned and operated or owned and intended to be operated by a public agency of the United States of America, or the State of Utah, or any of its subdivisions, including county and municipality in connection with a public use.

**CAMPING:** A recreational or temporary activity (less than 20 consecutive days per calendar year) which involves staying overnight in the open, in a tent, or a trailer, camper, RV, or other recreational vehicle.

**CAMPING, COMMERCIAL:** Camping where, for a fee, a hospitality company, business, or other individual provides a form of recreational, temporary lodging (like a tent, yurt, trailer, RV, or similar structure) or a location to erect such a structure for a fee.

**CAMP PARK:** A location for commercial camping consisting of two or more campsites.

**CARPORT:** A private garage not completely enclosed by walls or doors. For the purposes of this ordinance, a carport shall be subject to all of the regulations prescribed for a private garage.

**CERTIFICATION:** The confirmation of an official document or a copy thereof by an authorized official.

**CHILDCARE CENTER:** A childcare facility that regularly provides custodial care for six (6) or more children during the part of any day.

**CHILDCARE, HOME:** Childcare operated on residential premises.

**CHURCH OR TEMPLE:** A building, together with its accessory buildings and uses, where persons regularly assemble for worship, which building, together with its accessory buildings and uses, is maintained and controlled by a religious body.

**CLINIC, DENTAL AND MEDICAL:** A building in which a group of physicians, dentists and allied professional assistants are associated for the carrying on of their professions, including a dental or medical laboratory. "Clinic" does not include inpatient care or operating rooms for major surgery.

**CLUDMA:** The County Land Use, Development, and Management Act, currently codified as Utah Code sections 17-27a-101 *et seq.*, and as hereafter amended.

**CLUSTERING:** A subdivision or development design technique that concentrates the buildings or lots on a part of the site or sites to allow the remaining land to be used for recreation, common open space, preservation of travel corridors, and/or environmentally sensitive areas.

**COLLATERAL:** Funds or some other valuable pledged as security against a promise to repay or perform certain actions.

**COMMERCIAL USE:** The purchase, sale or transaction involving the disposition of any article, substance, commodity or service; the maintenance or conduct of offices, professions or recreation or amusement enterprises and intended to be conducted for profit, and also including the renting of business offices, sales display premises, and short-term rentals.

**COMMON AMENITIES:** Amenities provided for the residents of a development that are owned in common by residents of the development.

**COMMON AREA:** An area of common ownership of the residents designed to serve the recreational, open space or other similar needs of owners within the development and is not a commercial use. Common areas may include, but are not limited to: outdoor space, landscaping, fences, clubhouses, tennis courts, golf courses, swimming pools and other jointly used and owned space approved as part of the proposal.

**COMMUNITY USE:** The uses that have the primary purpose of serving the educational, recreational, religious or governmental needs of the community in general. Such uses may include churches, public and private educational institutions, private nonprofit recreation grounds, public parks, public buildings, public facilities, cemeteries and other similar uses. This definition shall not include such uses as detention facilities, halfway houses, alcohol rehabilitation centers and other similar uses.

**CONDOMINIUM:** The ownership of a single unit in a multi-unit project or structure which may be combined with an undivided interest in the common areas and facilities of the property and meeting all requirements of the condominium ownership act of the state of Utah.

**CONFIGURATION:** The shape of a boundary or perimeter line, the shape of a lot, block or subdivision.

**CONSERVATION EASEMENT:** An easement voluntarily placed on property to ensure that no future development will occur. The easement will be held by a third party and maintained in perpetuity.

**CORRAL:** A space, other than a building, less than one (1) acre in area, or less than one hundred (100) feet in width, used for the confinement of animals.

**CULINARY:** Water intended for human consumption, usually required to meet certain health standards.

**DEDICATION:** The conveyance of land or an easement thereon through a final plat or other instrument to a public agency or to one or more persons for a specific purpose.

**DELINEATE:** To draw or trace the outline of.

**DRAINAGE DITCH:** Any system of canals or ditches naturally existing or constructed to carry surface and/or subsurface water to a natural stream, whether or not the ditches or canals carry water filed upon by individuals to be used for irrigation purposes.

**DRIVEWAY:** Private access for vehicles to a residence, parking space, garage or other structure.

**DWELLING:** A building designed or used for residential occupancy, including one-family, two-family, multi-family, manufactured homes, modular homes, and apartment structure; but shall not include boarding, rooming or lodging houses, tents, trailers, RVs that are not long-term RV dwellings, motels, motor courts, motor lodges, cottage camps, or any short-term rentals or uses primarily for transient residential uses.

**DWELLING, MULTIPLE-FAMILY:** A dwelling or group of dwellings on one lot containing separate living units for three (3) or more families having separate or joint entrances or a two-family dwelling on a single lot.

**DWELLING, SINGLE-FAMILY:** A building designed for and occupied exclusively by one family on a separate lot and not sharing any common wall.

**DWELLING, TWO-FAMILY:** A dwelling sharing a common wall or walls or floor to ceiling, but each unit being located on an individual lot including twin-homes and townhomes.

**DWELLING UNIT:** A single unit providing complete, independent living facilities for one or more persons, including provisions for living, sleeping, eating, cooking and sanitation.

**EASEMENT:** A right, such as a right of way, afforded a person to make limited use of another's real property.

**EATERY / FOOD ESTABLISHMENT:** Any establishment where foods or beverages are prepared for consumption and consumption occurs in either the building, on the premises or within a motor vehicle parked thereon, or off premises.

**ELECTRONIC MESSAGE CENTER (EMC):** Any sign, or portion thereof, that displays electronic images, graphics or pictures, with or without textual information. Such a sign has the capability of being changed or altered by electronic means on a fixed display screen composed of a series of lights, including light emitting diodes (LEDs), fiber optics, plasma displays, light bulbs, or other illumination devices within the display area where the message is displayed. EMS includes computer programmable, microprocessor controlled electronic or digital displays.

**ENCLOSED STORAGE, COMMERCIAL:** A building or structure, or portion thereof, used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-serving basis.

**ENFORCEMENT OFFICER:** The director of the planning and zoning department, building inspector, sheriff or their authorized representative, or some other duly assigned officer of the county that is authorized as the agent charged with the enforcement of the provision of this title.

**ESCROW DEPOSIT:** The placement of cash in a special account held by a bank or other financial institution to be released upon completion of specific tasks such as construction of a road.

**EVAPORATION POND:** Artificial ponds with very large surface areas that are designed to efficiently evaporate water by sunlight and exposure to ambient temperatures.

**EXPANSION:** An increase in the size of an existing structure or use, including physical size of the property, building, parking and other improvements.

**FAMILY:** An individual or two (2) or more persons related by law, blood, marriage or adoption, or up to four (4) unrelated persons, living together in a single dwelling unit and maintaining a common household.

**FAMILY CARE HOME:** A dwelling wherein room, board, care and supervision are provided by the resident family in a home setting to persons who are handicapped, mentally ill or developmentally disabled and who are provided with a program of services, including training in vocational and recreational activities. To qualify, the dwelling must be approved or operated by an agency of the Utah state government.

**FAMILY DAYCARE CENTER:** A dwelling or place of business wherein a resident family provides ordinary care and supervision during customary daytime periods to non-related persons.

**FARM:** An operation in which land is used for the production of food, feed or fiber.

**FARM ANIMALS:** Animals and fowl such as commonly used for food or fiber production, or as a beast of burden, for commercial, recreational, or pleasure purposes.

**FARM INDUSTRY:** The keeping and raising of farm animals and/or fowl for domestic or commercial use, such as fur farms, livestock feed yards, pig farms, dairy farms, stables, ranches and similar uses, and accessory uses thereto.

**FENCE:** A structure erected to provide privacy or security that delineates a private space or is used to constrain animals.

**FENCE, SIGHT OBSCURING:** A fence that is three feet (3') or more in height that is constructed or planted in such a fashion that causes fifty percent (50%) or more opaqueness at any angle of view through such a fence.

**FIRE HAZARD:** Any situation, process, material or condition that may cause a fire or explosion or provide a ready fuel supply to augment the spread or intensity of a fire or explosion and that poses a threat to life or property.

**FIRST LIEN AND RESTRICTION OF SALE:** A form of collateral wherein the County places a lien on one or more lots in a subdivision and prohibits the sale of those lots until specified public improvements have been satisfactorily completed.

**FLOODPLAIN:** The flood from whatever source having a one percent (1%) chance of being equaled or exceeded in any given year, otherwise commonly referred to as the one hundred (100) year flood. Areas (100-year flood areas) as defined in FEMA's federal insurance rate map.

**FLOODPLAIN DATA:** Information that defines the boundary of a floodplain, either mapped or given in elevations.

**FRONTAGE:** All the property fronting one (1) side of the street between intersecting or intersecting streets, or between a street and a right-of-way, waterway, end of dead-end street, or political subdivision boundary, measured along the street line. An intercepting street shall determine only the boundary of the frontage on the side of the street which it intercepts.

**GARAGE, PRIVATE:** An accessory building designed or used for the storage of not more than four (4) automobiles owned and used by the occupants of the building to which it is accessory, provided that on a parcel occupied by a multiple dwelling, the private garage may be designed and used for the storage of one and one-half (1 1/2) times as many automobiles as there are dwelling units in the multiple dwelling, if the garage and dwelling have a roof or wall in common.

**GARAGE, PUBLIC:** A building or portion thereof, other than a private garage, designed or used for the storing, servicing, repairing, equipping, hiring or selling of motor driven vehicles.

**GARAGE/YARD SALE:** The sale of personal belongings in a residential zone, which sale is conducted by a legal resident of the premises or their designee.

**GASOLINE, RETAIL:** A building or premises used for the sale of gasoline and limited amounts of other oil products. Such premises may also include the sale of food products.

**GENERAL PLAN, SAN JUAN COUNTY:** The document adopted by the county that sets forth general guidelines for proposed future development of the unincorporated land within the county.

**GLAMPING:** Glamorous Camping (or Glamping) means a form of Camping where a hospitality company, business, or other individual provides a form of lodging, whether in a tent or yurt or similar structure, where guests can experience the positive aspects of camping without the "uncomfortable" negatives. The amenities found at glamping sites far exceed those found at a traditional camping site and may include supporting structures.

**GLAMPING LOT:** A unit of land not less than two thousand (2,000) square feet and consists of not more than one (1) glamping unit.

**GLAMPING UNIT:** A canvas-like structure designed to be used or occupied for transient and recreational purposes. Canvas-like structures include, but are not limited to: tents, yurts, teepees, covered wagons, etc. No glamping unit as herein defined shall be located, placed, used, or occupied for long-term residential purposes.

**GLAMP-GROUND:** An area consisting of more than one (1) glamping unit.

**GRADE PLANE:** A reference plane, representing the average of the finished ground level, adjoining the building at all exterior walls.

**GRAVEL PIT:** See critical infrastructure material and operations as defined in Utah Code Ann. §17-27a-1001 and its successors.

**HARD SURFACE:** An impermeable, dust free surface, such as concrete or asphalt. Road base does not qualify.

**HANGAR:** An accessory building specifically designed or suited for the storage of aircraft and aircraft related materials. Hangars must be located with unobstructed access to an airport or airstrip.

**HOME OCCUPATION:** A nonresidential activity, conducted primarily within a dwelling unit which is clearly secondary to the use of the dwelling for residential purposes, and does not involve the use of any accessory building or yard space or activity, outside of the main building, not normally associated with residential use, and may not constitute a nuisance.

**HOMEOWNER'S ASSOCIATION (HOA):** An incorporated nonprofit organization operating under recorded land agreements through which: a) each lot/homeowner is automatically a member; and b) each lot is automatically subject to a proportionate share of the expenses for the organization's activities and interest, such as maintaining and operating open spaces, landscaping, common property or facilities.

**HOSPITAL:** An institution licensed by the state of Utah providing inpatient health services for human beings, and primarily medical or surgical care of the sick or injured, and such other services and accessory uses as normally provided for its administration and operation.

**HOSPITALITY RENTALS:** Bed and Breakfasts/Boarding Houses, Commercial Camping, Glamping, Hotels, Lodging Houses, Motels, Private Camps/Resorts, RV Parks, Tourist Courts, RV/Trailer Camps, Single Sleeping Units, and similar commercial uses renting a Structure (or a room in a Structure) for the purpose of overnight or longer occupancy by the renter. Excludes Short-term Rentals.

**HOTEL:** Any structure or group of structures with more than 5 single sleeping units intended for short-term rental in which the egress is internal to each single sleeping unit.

**HOUSEHOLD PET:** Animals, fish, or fowl ordinarily permitted in the house and kept for company or pleasure and not for profit, such as dogs, cats, fish, and small birds, but not including a sufficient number of dogs to constitute a kennel. Household pets shall not include chickens or any animals that are prone to inflicting harm or discomfort, or endangering the health, safety or welfare of any person or property, or are defined herein as animal units, or are otherwise regulated by Utah Code Title 23. The number of household pets shall be limited to that allowed by the provisions of each respective zone as set forth in this title.

**HYBRID VIOLATIONS:** Violations that do not comply with the San Juan County residential code and are non-compliant with this STR ordinance restrictions.

**ILLEGAL USE:** Any use of land or a structure which is inconsistent with current codes and/or was inconsistent with previous codes in effect when the use of structure was established.

**ILLEGAL LOT:** An illegal lot is any lot or parcel of land which was not created in conformance with the county ordinance in effect at the time the lot was recorded.

**INDUSTRY:** The organized action of making goods and services for sale.

**JUNK:** Any scrap, waste, reclaimable material or debris whether or not stored or used in conjunction with dismantling, processing, salvage, storage, disposal or other use or disposition. "Junk" includes, but is not limited to, tires, furniture, tools, paper, rags, plastics, cordage, scrap iron or other metal, glass, building materials, machinery and appliances, or parts thereof, brush, wood and lumber, solid waste, and vehicles and parts thereof.

**JUNK YARD:** An open area where junk, used or secondhand materials are bought, sold, exchanged, processed or dismantled for parts. An automobile wrecking yard or a salvage yard is also considered a "junkyard". The use of buildings used in conjunction with an operation does not exclude the operation from the definition unless the operation is wholly within the buildings and there is no outside storage.

**KENNEL:** ~~The keeping of more than four (4) dogs and/or cats, at least four (4) months old, or similarly sized household pets in said numbers. Any combination of exceeding (4) household pets constitutes a kennel.~~ **an establishment for the breeding or boarding of dogs and/or cats.**



**LAND DIVISIONS:** Land that is proposed to be divided by a platted or minor subdivision.

**LETTER OF CREDIT:** A document issued by a bank or other financial institution which guarantees a subdivider or developer a specific amount of credit and which can be called by the County for failure to perform specified improvements.

**LIVESTOCK FEEDLOT:** A feeding operation on a parcel of land where livestock are conditioned for market on a year-round basis and where the feed is brought to the yard, as contrasted to feed obtained through grazing the animals on the premises.

**LOCAL DISTRICT:** As defined by Utah Code Title §§17B, 17C, 17D.

**LODGING HOUSE:** A building in which lodging only is provided for compensation to five (5) or more, but not to exceed fifteen (15) persons. See short-term rental.

**LONG TERM RENTAL:** The renting of a single sleeping unit(s) that includes provisions for living, sleeping, eating, cooking and sanitation for a period of 28 days or longer or a dwelling unit for a period of 28 days or longer. An accessory building may not be used as a long-term rental or for human occupancy.

**LONG TERM RV DWELLING:** An RV, including a park model RV, that is used as a dwelling.

**LOT:** As defined in Utah Code Title §17-27a-103 et seq.

**LOT AREA:** The horizontal area within the exterior lines of the lot, exclusive of any area in a public or private way open to public uses.

**LOT, CORNER:** A lot bounded by two (2) or more abutting and intersecting street lines that has frontage on multiple sides.

**LOT DEPTH:** The horizontal distance between the front and rear lot lines.

**LOT LINE ADJUSTMENT:** The relocation of the property boundary line in a subdivision between two adjoining lots with the consent of the owners of record pursuant to state law.

**LOT LINE, FRONT:** For an interior lot, the lot line adjoining the street; for a corner lot or through lot, the lot line adjoining either street, as elected by the lot owner.

**LOT FRONTAGE:** That part of a front lot line that abuts a street.

**LOT INTERIOR:** A lot other than a corner lot.

**LOT LINE, REAR:** Ordinarily, that line of a lot which is opposite and most distant from the front line of the lot. In the case of a triangular or gore-shaped lot, a line ten (10) feet in length within

the parcel, parallel to and at a maximum distance from the front lot line. In cases where these definitions are not applicable, the Planning Administrator shall designate the rear lot line.

**LOT LINE, SIDE:** Any lot boundary line not a front or rear lot line. A side lot line separating a lot from another lot or lots is an interior side lot line; a side lot line separating a lot from a street is a street side lot line.

**LOT WIDTH:** The horizontal distance between the side yard lines.

**MANUFACTURED HOME:** A home or other building of new construction which has been assembled fully, or in material part, upon another site, or in a factory, and moved to the site upon which it is to be permanently assembled by truck, timber, dolly or similar conveyance; and which is placed upon a permanent foundation in compliance with the provisions of the HUD code.

**MARQUEE:** A sign designed and constructed for the purpose of changing the message regularly by movable letters or electric means.

**MINING:** Mining is the extraction of valuable minerals or other geological materials from the earth usually from an ore body, vein or (coal) seam. Materials recovered by mining include base metals, precious metals, iron, uranium, coal, diamonds, limestone, oil shale, rock salt and potash. Also to include drilling, testing, and mining related storage facilities whether they be underground or above-ground.

**MINING PROCESSING:** The refining, smelting, separating, sifting, crushing, or similar processes used to prepare materials gathered during mining for their final intended use.

**MOBILE HOME:** Means a transportable factory-built housing unit built in accordance with the Federal Manufactured Housing and Safety Standards Act (HUD Code).

**MODULAR HOME:** A permanent dwelling structure built in prefabricated units, which are assembled and erected on the site, or at another location and brought as a unit to the site; it is placed on a permanent foundation and complies with all governing building codes.

**MOTEL:** Any structure or group of structures with more than 5 single sleeping units intended for short-term rental in which the egress is external to each single sleeping unit.

**MYLAR:** (1) A thin polyester material that when drawn upon can be reproduced on a blue or black line print. (2) The official copy of a subdivision plat.

**NATURAL WATERWAYS:** Those areas, varying in width, along streams, creeks, gullies, springs, or washes which are natural drainage channels as determined by the land use authority, and in which areas no buildings shall be constructed.

**NONCONFORMING LOT OF RECORD:** A lot or parcel that: (a) legally existed as a developable lot before its current land use or zoning designation; (b) has been shown continuously to be an independently existing piece of property since its creation or since enactment of zoning (June 1978) ; (c) has not decreased in size since its creation, except for lot line adjustments, as defined in CLUDMA; and (d) because of one or more subsequent land use ordinance changes does not conform with the minimum size, width, frontage, depth or other applicable dimensional requirements of the zone where the lot is located.

**NONCONFORMING SIGN:** A sign or sign structure or portion thereof lawfully existing at the time this chapter or amendment thereto became effective, which does not conform to all height, area and yard regulations prescribed in the zone in which it is located, or other regulations of this chapter.

**NONCONFORMING USE:** A use of land that legally existed before the current land use regulations has been maintained continuously since the time the land use regulation governing the land became effective, and because of subsequent zoning changes does not conform to the land use regulations that govern the land.

**NUISANCE:** A nuisance is anything that is injurious to health, indecent, offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property. Something (as an act, object, or practice) that invades or interferes with another's rights or interests (as the use or enjoyment of property) by being offensive, annoying, dangerous, obstructive, or unhealthful.

**OFFICIAL:** Any elected official or their designated deputy of San Juan County or the appointed Administrative Assistant, Building Inspector, Surveyor, Subdivision Administrator, or Planning Administrator of San Juan County.

**OIL AND GAS EXPLORATION:** Exploration for Hydrocarbon (oil and gas) is the search by petroleum geologists and geophysicists for hydrocarbon deposits beneath the Earth's surface, such as oil and natural gas. Oil and gas exploration are grouped under the science of petroleum geology.

**OWNER/BUILDER:** An individual who takes the role of a general contractor when building their own home. The State of Utah requires an affidavit on all owner/builder projects.

**OWNER OF RECORD:** The individual named on a deed that has been recorded at the San Juan County Recorder's Office.

**PARKING LOT:** An open area, other than a street, used for parking of more than four (4) automobiles and available for public use, whether free, for compensation, or as accommodation for clients or customers.

**PARKING SPACE:** Space within a building, lot or parking lot for the parking or storage of one (1) automobile.

**PERFORMANCE BOND:** A form of collateral, issued by a bonding company which guarantees a specified amount of money to be paid in the event of failure to perform by a subdivider, or other person.

**PERIMETER BOUNDARY:** A line around any piece of property such as a parcel, lot, block or subdivision which encloses and separates that piece from adjacent pieces.

**PLANNED UNIT DEVELOPMENT (PUD):** An integrated design for development of residential, commercial or industrial uses, or limited combinations of such uses, in which the density and location regulations of the zone in which the development is situated may be varied or waived to allow flexibility and initiative in site and building design and location, in accordance with an approved plan and imposed requirements.

**PLANNING ADMINISTRATOR:** The San Juan County official appointed by the San Juan County Commission as the San Juan County Planning Administrator, whose duties include overseeing and managing the San Juan County Planning & Building Department, acting as the land use authority for subdivisions, and the implementation, administration and enforcement of the planning and zoning portions of this Title.

**PLANNING COMMISSION:** Is a seven (7) member board appointed by the Board of San Juan County Commissioners. The Planning Commission serves the community by hearing and making a variety of decisions on San Juan County planning and zoning issues that impact the County and its residents. For the purposes of this ordinance, the Planning Commission may be the land use authority.

**PLAT, FINAL:** Map or chart of a subdivision, PUD, condominium, or other proposed development that has been accurately sited or surveyed and located on the ground so that streets, alleys, blocks, lots, and other divisions thereof can be identified - to be recorded with the County Recorder upon approval by the Board of San Juan County Commissioners.

**PLAT, PRELIMINARY:** The map or maps of a proposed subdivision, and specified supporting materials prepared in sufficient detail to permit the evaluation of the subdivision prior to final engineering design and survey.

**PRIVATE CAMP / RESORT:** Land used for recreational purposes such as ATV/off-road vehicle, rock climbing, mountain biking, racing, river raft base camp, swimming, hunting, event venues, or similarly supported commercial recreational uses along with their associated structures and/or complexes.

**PRIVATE PARK:** An area of land intended for outdoor enjoyment by the general public subject to the legal restrictions placed by the owner, which may have affiliated facilities used for

conservation, recreation, assembly, concession, amusement, administration and the like, and which is owned by a private entity or person, or operated in its entirety as a non-commercial use.

PRIMITIVE CAMP: Dispersed camping in remote areas with limited amenities and/or services.

PUBLIC NOTICE: Notice widely disseminated to the public through broadcast media such as newspaper, radio, television, in a conspicuous public place or the internet, in conformance with state law.

PUBLIC PARK: An area of land intended for outdoor enjoyment by the general public, which may have affiliated facilities used for conservation, recreation, assembly, concession, amusement, administration and the like, and which is owned by a governmental entity, or operated in its entirety as a non-commercial use.

RENEWABLE ENERGY: Energy derived from natural processes that are replenished at a faster rate than they are consumed. Including solar power, wind power, hydroelectricity, geothermal energy, and biomass.

RIGHT-OF-WAY: Legal right to use or cross over the property of another.

ROAD: See Street.

ROAD, COUNTY: A road or highway designated as a County road and maintained by San Juan County.

ROAD, MAINTENANCE AGREEMENT: An agreement between two or more parties that outlines the rights and responsibilities of the parties to construct, maintain, and repair occupant or emergency vehicle access to private parcels.

ROAD, PRIVATE: A road on privately owned property, limited to the use of the owner or a group of owners who share the use and maintain the road without assistance from the County. A private road has not been given to or accepted by the County for public use and maintenance.

RV: "Recreational Vehicle" means a vehicular unit other than a mobile home, primarily designed as a temporary dwelling for travel, recreational, or vacation use that is either self-propelled or pulled by another vehicle. This includes: a travel trailer; a camping trailer; a motor home; a fifth wheel trailer; RV; and a van designed for overnight use.

RV PARK: A space occupied by three or more mobile homes, or RVs, including park model RVs, being used as recreational or long term RV dwellings longer than 180 calendar days per year.

SEAL: An embossed emblem, figure, symbol, word, letter, etc., used as attestation or evidence of authenticity.

**SECTION LINE:** The line delineating the boundary of a section of land in the United States Public Land Survey System.

**SEWER SYSTEM, PRIVATE:** A system for treatment and disposal of household sewage that is owned by an individual or several individuals and designed to serve the owners property only e.g., septic tank and leach field systems.

**SEWER SYSTEM, PUBLIC:** An approved sanitary sewer system containing transmission lines and treatment facilities owned and operated by a public entity such as a municipality or special district.

**SEXUALLY ORIENTED BUSINESS:** As defined in Utah Code §17-50-331.

**SHOPPING STRIP:** A group or cluster of retail or service-oriented businesses that share a parking lot area with limited ingress and egress to the parking area.

**SHORT-TERM RENTAL (STR):** Excluding Hospitality Rentals, the renting of any structure for the purpose of overnight occupancy for a period less than 28 days by the renter. Short-term Rentals include vacation rentals, transient rentals, short-term vacation rentals, resort dwelling units, nightly rentals, condominium rentals, glamping, commercial camping, mini-hotel/motel rentals, cabin rentals, trailer/RV rentals, and all other similar uses, variations, and combinations in which a structure is rented as overnight accommodation for a period less than 28 days. An Accessory Building may not be used as a short-term rental.

**SIGN:** Means and includes every advertising message, announcement, declaration, demonstration, display, illustration, insignia, surface, object, device, medium, conveyance or space erected or maintained in view of the observer thereof for identification, advertisement or promotion of the interests of any person, entity, product or service. The definition of “sign” shall also include the sign structure, supports, lighting system and any attachments, ornaments or other features used to draw the attention of observers.

This does not include any flag, badge or ensign of any government or governmental agency erected for and used to identify said government or governmental agency.

**SIGN, A-FRAME:** A temporary and/or movable sign constructed with two (2) sides attached at the top so as to allow the sign to stand in an upright position.

**SIGN, ANIMATED:** A sign which involves motion or rotation of any part by mechanical or artificial means or displays flashing or intermittent lights, time, temperature and electronic type message center.

**SIGN AREA:** The area of a sign that is used for display purposes, excluding the minimum frame and supports. In computing sign areas, only one side of a back-to-back or double faced sign covering the same subject shall be computed when the signs are parallel or diverge from a

common edge by an angle of not more than forty-five degrees (45°). In relation to signs that do not have a frame or separate background, sign area shall be computed on the basis of the least rectangle, triangle or circle large enough to frame the display.

**SIGN, ELECTRONIC DISPLAY SCREEN:** Any sign or portion of a sign that displays an electronic image or video, which may or may not include text. This definition includes television screens, plasma screens, digital screens, flat screens, LED screens, video boards, and holographic displays.

**SIGN, FOR SALE:** A temporary sign placed on a lot offering that specific property for sale, lease or rent, and limited to twelve (12) square feet in sign area. The on-premises sign may advertise a model home or open house.

**SIGN, ILLUMINATED:** A sign which has characters, letters, figures, designs or outlines illuminated by electric lights or luminous tubes as a part of the sign proper, or by devices which reflect or project light upon it.

**SIGN, LOW-PROFILE:** On premises or identification signs having a maximum height of six feet (6'), incorporated into some form of landscape design scheme or planter box.

**SIGN, OFF-PREMISES:** Advertising sign which directs attention to a use, product, commodity or service not related to the premises.

**SIGN, PROJECTING:** A sign attached to a building or other structure and extending in whole or in part more than twenty-four inches (24") beyond any wall of the building or structure.

**SIGN, PROPERTY:** A sign related to the property upon which it is located and offering such property for sale or lease, or advertising contemplated improvements, or announcing the name of the builder, owner, designer or developer of the project, or warning against trespassing.

**SIGN, ROOF:** A sign erected partly or wholly on or over the roof of a building, including ground supported signs that rest on or overlap a roof twelve inches (12") or more.

**SINGLE SLEEPING UNIT:** An area, structure, or group of structures that provides room or space for 1 or more persons that cannot be less than 70 square feet and shall not be less than 7 feet in any horizontal dimension and is not more than 1,000 square feet. Each additional 1,000 square feet constitutes a new single sleeping unit regardless of its actual use.

**SOLAR PANEL:** A component of a photovoltaic system that is made out of a series of photovoltaic cells arranged to generate electricity using sunlight.

**STOCK PROOF FENCE:** A fence designed to contain or prevent cattle, horses, sheep or other domestic animals from entering or leaving the fenced area.

**STORAGE YARD:** A place where space is rented for the storage of personal property in either an open yard or an enclosed building.

**STORY:** The space within a building included between the surface of any floor and the surface of the ceiling next above.

**STORY, HALF:** A story with at least two (2) of its opposite sides situated in a sloping roof, the floor area of which does not exceed two-thirds (2/3) of the floor immediately below it.

**STREET:** Any rights-of-way under public or private ownership for public use designed for the travel of motorized vehicles to enter and exit through passage and to include the ways used for internal circulation of traffic.

**STRUCTURE:** Anything constructed or erected, which requires location on the ground or attached to something having a location on the ground.

**STRUCTURAL ALTERATIONS:** Any change in supporting members of a building or structure, such as bearing walls, columns, beams or girders.

**SUBDIVIDE:** Any division of an existing parcel of land that results in a Subdivision in accordance with this Ordinance.

**SUBDIVIDER:** Any person or agent of a person who causes land to be subdivided per the definition of subdivide in this ordinance.

**SUBDIVISION, HIGH DENSITY:** When a subdivision has ten (10) or more lots within a concentrated area.

**SUBDIVISION, PHASE(S):** Carrying out a subdivision in gradual stages. Subdivision phase(s) may not be a single lot and must be contiguous to other parts of the subdivision.

**SUBDIVISION ADMINISTRATOR:** The official or employee of San Juan County appointed by the Board of County Commissioners to administer the subdivision requirements of this Ordinance. For the purposes of this ordinance, the Subdivision Administrator may be the land use authority.

**SUBDIVISION IMPROVEMENT AGREEMENT:** A contract between a subdivider or developer and the County which specifies the required public improvements to be constructed in or in support of a subdivision including the estimated costs and the method of guarantee and the collateral, to insure the improvements are constructed.

**SUBDIVISION, MINOR:** Shall mean the division of four (4) or less lots and are exempted from the platting process, but are subject to specific requirements as outlined in Chapter 7.



**STORM WATER DETENTION:** The holding of storm water on a particular site through the use of swales or structures that are designed to release the water at a specified rate.

**SURVEY MONUMENT:** An object placed or built to identify a survey reference point, including, but not limited to, property corners, benchmarks, and PLSS corner locations.

**SWIMMING POOL:** A portable or permanent structure above or below grade, designed to hold water eighteen inches (18") deep or greater and/or two hundred fifty (250) square feet or greater surface area and intended for therapeutic or recreational purposes. This definition does not include an ornamental reflecting pool, fishpond or other type of pool not used for swimming and/or wading, and must be located and designed so as not to create a hazard.

**TANGENTIAL USE:** Any use other than the permitted primary use under the existing zoning regulation that occurs 1) less than thirty (30) cumulative days in a twelve (12) month period 2) is not a nuisance and 3) is not a prohibited use under the land use regulation.

**TITLE VIOLATION:** Any person, firm or corporation, in the use or occupation of a building, structure or land, intentionally fails to abide by or to fulfill any condition legally imposed under the provisions of this title in approving any permit, site plan or variance, shall be considered to be a violation of the provisions of this title punishable under Chapter 3 Section 14 and Utah State Code; and any structure made or existing or any use of land used or occupied in violation of any condition legally imposed in approving any permit, site plan or variance under the provisions of this title shall be subject to abatement under Chapter 3 Section 14.

**TOPOGRAPHICAL CONTOURS:** Horizontal lines on a map indicating an elevation above a specified point, usually sea level, and containing intermittent lines in intervals usually of two (2) feet, five (5) feet or other specified intervals.

**TOURIST COURT:** Any building or group of buildings containing sleeping rooms, with or without fixed cooking facilities designed for temporary use by automobile tourists or transients, with a garage attached or parking space conveniently located to each unit, including auto courts, motels, or motor lodges; see short-term rental.

**TRANSIENT:** Occupancy of a dwelling unit or sleeping unit for not more than twenty-eight (28) days.

**TRUCK STOP:** A facility or grouping of facilities that dispenses motor fuel or other petroleum products for truck tractors and similar commercial vehicles; and also may provide amenities such as showers, overnight customer parking, restaurants, or other traveler conveniences.

**USE, ACCESSORY:** A subordinate use customarily incidental to and located upon the same lot occupied by a main use.

**USE, MAIN:** The principal function or use of the land and/or building or structure.

**VACATE:** 1) To abandon or relinquish a right to use a specific piece of land such as a road, right of way, or easement, or 2) to void a subdivision, incorporated area, local entity or portion thereof and return it to pre-subdivided, or incorporated status.

**VARIANCE:** An authorization by the Administrative Law Judge, acting as the Land Use Appeal Authority pursuant to state law, relative to specific parcel of land for a modification of a zone's standard height, bulk, area, width, setback, or separation requirement. Variances do not apply to changes of use.

**VICINITY MAP:** A small scale map shown as an insert on a larger map that indicates the location of a subdivision or other pieces of land in relation to a much larger geographic area.

**WATER SYSTEM, PRIVATE:** A source of water and the transmission lines owned by one or more persons to serve only their property, i.e.: an individual domestic well.

**WATER SYSTEM, PUBLIC:** A source of water, including transmission lines and treatment facilities owned by a public entity such as a municipality or special district to provide water to their residents.

**YARD:** A space on the lot, other than a court, unoccupied and unobstructed by a building from the ground upwards, except as otherwise provided herein.

**YARD, FRONT:** A space extending across the full width of a lot, between the front building line and the front lot line. The depth of the front yard is the minimum distance between the front lot line and the front building line.

**YARD, REAR:** A space extending across the full width of a lot, between the rear building line and the rear lot line. The depth of the rear yard is the minimum distance between the rear lot line and the rear building line.

**YARD, SIDE:** A space extending along the full depth of a lot, between the side building line and the side lot line. The "width" of the side yard shall be the minimum distance between the side lot line and the side building line.

**YURT:** A tent-like structure consisting of a wooden base and frame with a canvas outer covering, which may be easily dismantled and moved.

**WIND TURBINE:** A turbine that is powered by wind.

## **CHAPTER 2**

### **GENERAL PROVISIONS**

#### **Section 1: PURPOSE**

This LUDMO and the regulations and restrictions contained herein are adopted and enacted for the purposes enumerated in CLUDMA, including:

- i) providing for health, safety, and welfare;
- ii) promoting prosperity;
- iii) improving morals, peace, good order, comfort, convenience, and aesthetics;
- iv) protecting tax base;
- v) securing economy in governmental expenditures;
- vi) fostering agricultural and other industries;
- vii) protecting both urban and nonurban development;
- viii) protecting and ensuring access to sunlight for solar energy devices;
- ix) providing fundamental fairness in land use regulation;
- x) facilitating orderly growth and allowing growth in a variety of housing types;
- xi) and protecting property values.

This LUDMO shall be construed to further its purposes and to promote the objectives and characteristics of the respective zones.

#### **Section 2: SHORT TITLE**

These ordinances shall be known as the Land Use Development and Management Ordinance (LUDMO) and may be so cited and pleaded. Whenever a reference is made to this code as the San Juan County land use or development code, or to any portion hereof, or to any ordinance of San Juan County, Utah, codified herein, the reference shall apply to all amendments, corrections and additions heretofore, now or hereafter made.

#### **Section 3: AUTHORITY PROVISIONS**

It is hereby recognized to be within the authority delegated to San Juan County to approve the subdivision and development of land, amendment of plats or adjustment of lot lines, rezoning of property, amendments to the San Juan County San Juan County General Plan, and approval of site plans pursuant to the guidance of the San Juan County San Juan County General Plan and CLUDMA, for the orderly, planned, efficient, and economic development of San Juan County. Unless otherwise designated, the San Juan San Juan County Commission shall be the Land Use Authority for all applications requiring legislative action. Non-legislative actions are delegated as follows:

- A. The Planning Commission shall be the Land Use Authority for:
  1. Conditional Use Permits
  2. Minor Plat Amendments

- a) Combining two or more lots, all of which are owned by the same owner, and none of which have been dedicated for public use, common use, or a similar designation;
  - b) Modification of plat title, notes, or labels so long as they were not placed on the plat due to findings or conditions adopted by the San Juan County legislative body; or
  - c) Amendments applied for and signed by all affected property owners in the original subdivision and that do not increase density or significantly affect the layout of infrastructure, open space, or common areas; or
3. Final Subdivision Plats
- B. The San Juan County Planning Administrator shall be the Land Use Authority for the following applications unless a public hearing is required:
- 1. Non-Conforming Use Determinations;
  - 2. Temporary Uses;
  - 3. Home Occupation Certificates;
  - 4. Commercial Site Plans;
  - 5. Commercial Off-Street Parking Reductions;
  - 6. Building Relocations;
  - 7. Building Permits;
  - 8. Boundary Line Adjustments; and
  - 9. Minor Subdivisions.

#### **Section 4: LICENSES TO CONFORM**

All departments, officials, and employees of San Juan County authorized to issue land use permits and licenses shall do so in conformance with the provisions of this LUDMO. No land use permit or license for a use, building, or purpose shall be issued where the same would be in conflict with the provisions of this LUDMO. A land use permit or license, if issued in conflict with the provisions of this LUDMO shall be null and void.

#### **Section 5: BUILDING PERMITS REQUIRED**

No building or structure shall be constructed, reconstructed, altered, or moved unless either the issuance of a building permit by the San Juan County Planning & Building Department or specifically exempted by Utah Code as acknowledged in writing by the Department. No provision of this LUDMO is intended to exempt a building permit requirement.

#### **Section 6: BUILDING PERMIT APPLICATIONS; LOT PLAN REQUIRED**

All applications for building permits for new construction (and not interior remodels) shall be accompanied by:

- A. A lot plan drawn to scale showing the actual dimensions of the lot to be built upon, the size and location of existing buildings, buildings to be erected and existing buildings on adjacent property, and such other information as may be deemed necessary by the San Juan County

Planning Administrator or the San Juan County Building Inspector for the enforcement of this LUDMO;

- B. When property boundaries are unclear or undetermined, a complete and accurate legal description of the property that is the subject of the application, together with a certified survey of the property showing any conflict with adjoining property, overlaps, or discrepancies between the legal description and any existing fence lines; and
- C. When the road upon which the lot has frontage is unimproved, the boundaries of said road are not clearly ascertainable, or there is any question by the San Juan County Planning Administrator, San Juan County Building Inspector, or the San Juan County Surveyor whether the physical road is within the platted right of way, a certified survey of the road showing any conflict between the physical and platted right of way is required.

#### **Section 7: PERMITS TO COMPLY WITH LAND USE REGULATIONS**

- A. Permits shall not be granted for the construction, reconstruction, or alteration of any building or structure, or for the moving of a building onto a lot, or for the change of the use of any land, building, or structure if such construction, alteration, moving, or change in use violates any of the provisions of any San Juan County ordinance.
- B. No sewer service line and/or wastewater treatment facility, no water service line and/or water facility, or electrical utilities shall be installed if the use served violates this LUDMO.
- C. No electrical utility line shall be installed to serve any parcel or lot without the San Juan County Planning & Building Department's approval of a site plan.

#### **Section 8: PARCELS WITH MULTIPLE ZONES**

Parcels with multiple land-use designations may request a zone change of the parcel to the preferred land-use zone designated for the parcel. The applicant's zone change request shall be favored if it is consistent with the current San Juan County General Plan's intent. An application for a zone change for a parcel with multiple land-use zoning designations is exempt from the map requirements set forth in this LUDMO.

#### **Section 9: CERTIFICATE OF OCCUPANCY AND LAND USE COMPLIANCE**

- A. **Unlawful To Occupy** - It shall be unlawful to use or occupy, or to permit the use or occupancy of, any building or premises until a Certificate of Occupancy and land use compliance shall have been issued for the premises and/or building by San Juan County. It shall also be unlawful to occupy any building which has different use or different occupancy than provided for specifically in the certificate of occupancy and land use compliance.
- B. **Issuance of Certificates** - Unless withheld under this LUDMO or other law, a certificate of occupancy and land use compliance will be issued by the San Juan County Planning & Building Department when a building is completed and has passed final inspection. A new certificate shall be required any time the number of dwelling units increases.

**C. Information Required on Certificates** - The following information shall be made a part of any certificate of occupancy and land use compliance issued by the San Juan County Planning & Building Department:

1. Residential Certificates
  - a) The number of residential units in the building or buildings. (If there is more than one building, the number of dwelling units should be listed separately for each building).
  - b) Number of families residing or anticipated to live in the building.
  - c) The number of legal off-street parking spaces, sized to conform to this LUDMO and being provided on the premises.
  - d) A notice directed to the owner of the building or premises that any change in use of the building or premises will require the issuance of a new certificate.
2. Commercial, Industrial, and Institutional Certificates:
  - a) The proposed maximum number of employees on the premises.
  - b) The number of off-street parking spaces sized to conform to this LUDMO and provided for employees on the site.
  - c) The number of off-street parking spaces sized to conform to this title and provided for customers or visitors.
  - d) The number and type of restroom facilities provided.
  - e) The square foot area within the building used for each separate use.
  - f) A signed certificate by the owner of the building or premises, or his authorized agent, stating that the information and conditions set forth in the application are true and will be maintained upon the site in this condition.
  - g) A notice directed to the owner of the premises stating that a change in use in the intended occupancy of the building will require the issuance of a new certificate.

#### **Section 10: CONSTRUCTION AND USE TO CONFORM TO PLANS**

Building permits or certificates of occupancy and land use compliance issued on the basis of plans and specifications approved by the Planning Administrator or Building Inspector authorize only the use, arrangement, and construction set forth in the approved application, plans, and specifications. The use, arrangement, or construction at variance with that authorized in said plans and specifications shall be deemed a violation of this LUDMO.

#### **Section 11: ENFORCEMENT ACTIONS**

The provisions of this LUDMO shall be administered by the San Juan County Planning & Building Department under the supervision of the San Juan County Commission. An Enforcement Officer may investigate alleged violations of this LUDMO or conditions or terms of permits and licenses and may initiate enforcement actions if violations are found to exist. An enforcement officer is authorized to make examinations and investigations of all real property in the County, as allowed by law, to determine whether the responsible person is complying with the provisions

of this LUDMO. By accepting a land use permit or license from the County, the permittee or licensee agrees to cooperate in compliance examinations and investigations. Such agreement shall be stated in all land use application forms prepared by the County. Upon discovering a violation, the County Attorney's office shall, at its discretion, file enforcement actions in court as necessary. The County's non-enforcement of any of the requirements of this LUDMO or conditions or terms imposed through land use permits or licenses issued by the County shall not operate to waive or estop the County from pursuing later enforcement actions. A permit or license issued in violation of this LUDMO has no force or effect.

A. **Responsibility for Land Use Violation** - Anyone found to have committed a violation of this LUDMO or any condition or term imposed through this LUDMO is responsible for correcting the violation. In the event the person responsible for a violation cannot be ascertained after the exercise of due diligence, the County may also institute proceedings as allowed by this section or controlling law against the property on which the violation is found.

B. **Finding of Land Use Violation** - If, after investigating, an enforcement officer has determined that a land use violation exists, the enforcement officer may attempt to have the responsible person correct the violation in accordance with this section. The officer may pursue any remedy or combination of remedies available under this LUDMO, state, or federal. Nothing in this section shall be interpreted to prohibit the County from engaging in its standard prosecution practices without first having to comply with the provisions of this section. In the event a responsible person cannot be ascertained, the County shall post notice on the property on which a land use violation has occurred and may institute proceedings against the property itself as allowed by law.

C. **Notice of Violation** - Except as otherwise provided by this LUDMO, whenever a land use violation is found to exist and an Enforcement Officer determines action should be taken, the Enforcement Officer shall first serve written notice to the responsible person before other remedies in this section are taken.

1. The notice of violation shall contain:
  - a) The location of the land use violation, if the same is stationary;
  - b) A description of what constitutes the violation;
  - c) A list of the acts necessary to correct the violation ("corrective action");
  - d) A warning period, including a completion date in which the responsible person may cure the violation before civil fines are assessed ;
  - e) A statement of the actions the County may take if the violation is not corrected within the warning period; and
  - f) A statement that the responsible person may enter into a voluntary correction agreement during the warning period to prevent further action by the County.
2. The written notice shall be delivered personally or sent via registered mail to the responsible person's address as shown on the records of the San Juan County Recorder and to any other person who may be responsible for the violation.
3. The written notice shall serve to start any warning periods provided in this section, commencing upon delivery of notice. If the violation remains uncured once the warning period expires, the civil penalties shall begin to accrue in accordance with this section.

4. In cases where an Enforcement Officer determines that a delay of enforcement would pose a danger to the public health, safety, or welfare or would otherwise compromise the effective enforcement of this LUDMO, the Enforcement Officer may seek immediate enforcement under Subsection (F)(2) without prior written notice.

**D. Civil Fines**

1. Civil fines shall be assessed against the responsible person for uncorrected land use violations beginning on the day following the completion date (as stated in either the notice of violation or the voluntary corrective action agreement). The amount of such fine shall be at least \$50.00 for each day the violation continues after the completion date.

2. Daily Violation: Each day a violation is continued or maintained after the completion date shall give rise to a separate civil fine. All applicable fines shall cease the day following receipt by the enforcement officer of written notice from the responsible person that the corrective action is complete. The County may waive any fees accrued if corrective action is completed. Within five business days following written notice, the enforcement officer shall inspect and, if compliant, pass off the corrective action as completed or, if not completed, shall apply fines retroactively to the date notification was received and fines shall continue to accrue in accordance with this section.

3. Civil fines assessed under this Section are cumulative. Payment of a civil fine assessed under this section does not relieve the responsible person from the duty to correct the land use violation. The civil fine constitutes a personal obligation of the responsible person or a lien against the subject property, as the case requires. Any civil fine assessed must be paid to the County within 30 calendar days of notice of its imposition.

4. The San Juan County Attorney is authorized to take appropriate action to negotiate the amount of the civil fine, collect the fine, determine the time period in which the fine shall be paid, and take any other action necessary to resolve the fine.

5. As directed by the San Juan County Attorney, the County may exercise all lawful means to collect the civil fine, whether in person or in rem. The County may also collect reasonable attorney fees and costs incurred in collecting the civil fine where allowed by law. The County may also collect pre- and post-judgment interest on such civil fines as allowed by law.

6. The incurrence of civil fines under this section shall not limit the available remedies available to an enforcement officer or the San Juan County Attorney under this Section.

**E. Voluntary Corrective Action** - An enforcement officer may allow a violator to take voluntary corrective action. Voluntary corrective action allows a violator to correct the land use violation within a specified time and according to specified conditions set by the County in a voluntary corrective action agreement. If the violator completes the voluntary corrective action within the time and according to the terms set by the County, the County will take no further action against the violator for that violation. This enforcement method is discretionary.

1. Contents of a written voluntary corrective action agreement shall include the following:

a) The name and address of the violator;



- b) The street address of the land use violation or a description sufficient to identify the building, structure, premises, or land upon or within which the land use violation exists;
- c) A description of the land use violation;
- d) The necessary corrective action to be taken, and a date or time by which correction or abatement must be completed ("completion date"), which period shall not be longer than six months from the date the agreement is entered into;
- e) An agreement by the violator that the County may inspect the premises as reasonable and as the County deems necessary to determine compliance with the voluntary corrective action;
- f) An agreement by the violator that, if the terms of the agreement are not met, the County may:
  - i) Issue a civil fine or criminal citation;
  - ii) Correct the violation itself and recover its costs and expenses from the violator, including by placing a lien on the involved property; and
  - iii) Pursue any other legal remedy available;
- g) An agreement by the violator waiving any right to appeal the enforcement officer's finding of a land use violation and the specific corrective action required by the voluntary corrective action agreement; and
- h) An acknowledgement by the person responsible that failure to comply with the voluntary corrective action agreement may be grounds for criminal prosecution.

2. The enforcement officer may grant an extension of time for correcting the land use violation set by the voluntary corrective action agreement if the violator has shown due diligence and/or substantial progress in abating the land use violation but unforeseen circumstances render correction or abatement under the original conditions unattainable.

3. The enforcement officer will suspend further enforcement action and monetary fines for the violation once a voluntary corrective action agreement has been executed. However, the violator shall may be liable for any fines that accrued before the voluntary corrective action agreement was executed.

4. Failure to complete the corrective action by the completion date shall constitute an additional violation and shall be handled in accordance with this section, except that no further notice need be given before enforcement proceedings are initiated. The County may proceed on the violation pertaining to failure to comply with the voluntary corrective action and/or the original land use violation. Monetary fines shall be imposed from either the date of the initial violation or the day following the failure to comply with the voluntary corrective action and shall continue to accrue thereafter as set forth in this Section.

F. **Abatement by County**

1. Failing to correct a violation constitutes a Class B misdemeanor. Upon conviction of the violating party, a court may authorize the County to enter upon the subject property and remove, correct, or abate the condition that is subject to the violation. The

County shall provide the court with an itemized statement of all expenses incurred in the abatement reduced for and request payment within 60 days as restitution. The court may authorize seizure of personal property as restitution.

2. Whenever a land use violation constitutes an immediate and emergent threat to the public health, safety, or welfare or to the environment, the County, when feasible and allowed by law, may summarily and without prior notice correct or abate the condition. Notice of such abatement, including the reason for it, shall be given to the violator as soon as reasonably possible after the correction or abatement.

3. During an abatement proceeding, any personal property constituting a LUDMO violation may be confiscated as part of the abatement process. Any personal property that has been confiscated will be held pending order of restitution. The owner may recover the property upon showing that the LUDMO violation has been corrected or that substantial efforts, as determined by the enforcement officer, have been made to correct the land use violation; provided, however, that the property owner pay the cost of storage of the personal property. If, after 90 days of the property being confiscated, the property owner fails to claim the confiscated property, and after the County complies with the requirements of Utah Code, as currently amended, the County may dispose of the property, including sale at auction, disposal, etc., and seek to collect the cost of storage from the property owner. The County may also pursue any other remedy as allowed by law.

4. Any and all costs incurred by the County in the abatement of a land use violation under the provisions of this LUDMO or other county ordinance shall constitute a lien against the property upon which such land use violation existed, which lien shall be filed, proven, and collected as provided for by law. Such lien shall be noticed to all persons from the time of its recording and shall bear interest at the legal rate thereafter until satisfied.

G. **Civil Enforcement** - Appropriate actions and proceedings may be taken by the County in law or in equity to prevent any violation of this LUDMO, to prevent unlawful construction, to recover damages, including the cost, if any, of correcting the land use violation, to restrain, correct, or abate a violation, and to prevent illegal occupancy of a building, structure, or premises.

**Nonexclusive Remedies, Building Permits, Certificates of Occupancy and Land Use**

**Compliance, Etc.** – The County may take any or all of the actions listed in this LUDMO to abate, enjoin, or correct a land use violation, including against any person or entity that creates, causes, or allows a land use violation to exist, and to recover damages for such violation. The County may withhold, suspend, or revoke building permits, certificates of occupancy and land use compliance, and other permits and licenses to enforce this LUDMO and the conditions and terms of permits and licenses issued hereunder. The abatement of a land use violation does not prejudice the right of the County or any person to recover damages or penalties for its past existence. Notwithstanding the procedures outlined in this section, the County may also enforce this LUDMO and the conditions and terms of permits and licenses issued hereunder as provided under State law.

## Section 12: EXPIRATION OF APPLICATIONS AND APPROVALS

A. Except as provided in Subsection (F), if an applicant has not taken any action on an application for 12 months, the application shall be deemed abandoned and denied and any vested right to proceed with the application expired.

### B. Building Permits

1. A building permit shall expire if:
  - a) Construction requiring inspection is not begun within 180 days from the date the building permit was issued; or
  - b) If work authorized by such permit is suspended or abandoned for a period of 180 days after the commencement.
2. The Building Inspector may grant, in writing, one or more extensions of time, for periods of not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.
3. Regardless of the number of extensions granted, a building permit shall expire if construction is not completed, and a certificate of occupancy and land use compliance is not obtained, within five years from the date the building permit was issued. The San Juan County Planning & Building Department may, upon written request and for good cause shown, extend the time to complete construction and obtain a certificate of occupancy and land use compliance for a period of time not to exceed one additional year. Such extensions shall be in writing and shall state the date the extension expires.

C. Except as provided in Subsection (F), approval of developments shall expire if application for preliminary or phased preliminary plan application has not been submitted for decision and diligently advanced by the applicant within five years from the date of receiving master plan, physical constraints, density determination, and/or concept plan approval. Projects that have already been approved prior to the effective date of this LUDMO shall have six months to file a preliminary application or a phased preliminary plan application and advance applications and approvals as required to avoid the expiration of the approvals.

1. Phased preliminary applications must be advanced within the timelines of the phased preliminary plan approval, which shall not be for more than five years between each preliminary application, and cumulatively may not be for more than 10 years from the preliminary plan approval, or the approvals will expire.
2. Projects that have had Master Plan, Physical Constraints, and Density Determinations granted, have maintained these approvals, and so long as they have entered into an agreement with a Special Service District to reserve water, have paid all fees to maintain the water reservation, and the water reservation remains in effect through the Special Service District, that project shall have six months to file a preliminary application or a phased preliminary application, and advance applications and approvals as required to avoid the expiration of the approvals. The burden shall be on the applicant to prove they qualify for this exception as part of their application for Preliminary Application.

D. Except as provided in Subsection (F), preliminary approvals of developments shall expire if an application for final approval has not been submitted for decision within one year from the date of receiving preliminary approval.

E. Except as provided in Subsection (F), final approval of a subdivision development shall expire if the plat is not recorded within one year from the date of receipt of final approval by the Planning Commission.

F. Upon written request of an applicant, permittee, or licensee, the expiration date of an application or approval, as the case may be, may be extended for 90 days, provided that:

1. An application for an extension of time is submitted prior to the expiration date; and
2. The Planning Commission or its designee finds, based on substantial evidence placed in the record:
  - a) Substantial progress is being made toward obtaining approval of the application, or in the exercise of the development rights authorized by an approval, as the case may be;
  - b) In the case of an application, no changes to this LUDMO have occurred or are being considered that may affect the application; and
  - c) In the case of an issued permit, license, or other approval, any conditions or terms of the permit, license, or other approval are still viable based on currently applicable requirements of this LUDMO.
3. In no case shall an extension be granted for more than 12 months from the original expiration date.

G. Unless otherwise provided or noted thereon, final subdivision plats, once recorded, do not expire except as provided in CLUDMA.

### **Section 13: PAYMENT OF FEES**

Any application shall not be considered complete until the applicant has submitted a complete application, including payment of all fees as required by this LUDMO. Unless otherwise provided, fees are nonrefundable. Payment of the appropriate fee is no guarantee that an application will be approved.

### **Section 14: SEVERABILITY**

Should any section, paragraph, sentence, clause, or phrase of this LUDMO be declared unconstitutional or invalid for any reason, the remainder of this LUDMO shall not, to the extent possible, be affected thereby.

### **Section 15: CONFLICTING PROVISIONS**

The provisions of this LUDMO are in addition to all other County ordinances (unless otherwise stated), the laws of the State of Utah, and the laws of the United States. This LUDMO shall not supersede any development or other agreements entered into by the County where private land use regulations in deeds or covenants are more restrictive than this title. Whenever a

conflict exists between this LUDMO and state or federal laws, or private land use regulations in deeds or covenants, the more restrictive provision shall apply to the extent allowed by law. The more specific provisions of this LUDMO dealing with specific zones, subdivision types, and types of uses, shall prevail over general provisions.

#### **Section 16: CODIFICATION, INCLUSION IN CODE, AND SCRIVENER'S ERRORS**

It is the intent of the San Juan San Juan County Commission that the provisions of this LUDMO are part of the San Juan County Code as adopted; and that the provisions of this LUDMO may be renumbered, re-lettered, and the organizational nomenclature changed in order to accomplish such intentions. Regardless of whether such inclusion in the San Juan County Code is accomplished, the County may renumber, re-letter the LUDMO and correct typographical and clerical errors that do not affect the LUDMO's intent without holding a public hearing by filing a corrected or recodified copy of the same with the San Juan County Clerk/Auditor's office.

### **CHAPTER 3 APPEALS**

This Chapter addresses administrative appeals of Land Use Decisions affecting property within the jurisdiction of San Juan County, Utah. This Chapter repeals, replaces, and supersedes all other and previous ordinances enacted by San Juan County regarding the administrative appeal of land use decisions. This administrative appeal process is independent of Title I, Chapter 11 of the San Juan County Code and none of those provisions apply to administrative appeals of Land Use Decisions. If there is a discrepancy between a provision of this Chapter and that of another ordinance regarding an administrative appeal, this Chapter controls.

The definitions used in CLUDMA are hereby adopted and incorporated into this Chapter addressing land use appeals.

#### **Section 1: LAND USE APPEAL AUTHORITY**

The San Juan County Land Use Appeal Authority shall hear and decide appeals of the County's land use decisions made by its Land Use Authorities, proceeding according to the requirements of state law and this LUDMO.

#### **Section 2: PARTIES**

Only the land use applicant or an Adversely Affected Party may appeal a Land Use Decision to the Appeal Authority.

#### **Section 3: INITIATING AN APPEAL**

A. **Time** - A land use appeal must be filed within 10 business days of actual or constructive notice of the issuance of the written Land Use Decision being appealed.

- B. **Form** - The land use appeal shall be filed either using the County’s form or a document clearly and prominently labeled a “Notice of Appeal.”
- C. **Content** - The Notice of Appeal shall clearly set forth:
1. The appellant’s identity and contact information (including an email address);
  2. The Land Use Decision being appealed, including the date thereof and, if different, the date the appellant discovered the decision;
  3. If available, a copy of the land use decision being appealed;
  4. If the land use applicant is not the appellant, the identity and contact information for the applicant;
  5. The basis for the appellant’s standing to bring the appeal; and
  6. Every theory of relief the appellant intends to raise on appeal. The appellant must raise every theory of relief it can raise in district court.
- D. **Fee** - Contemporaneous with the Notice of Appeal, the appellant shall tender to San Juan County the relevant fee per the County’s schedule of fees. The appeal is not complete until the fee has been paid.
- E. **Filing** - The Notice of Appeal shall be filed with the San Juan County Chief Administrative Officer. It may be filed by: (1) email (preferred), (2) hand-delivery; or (3) first class U.S. Mail. The date of delivery shall be considered the date of filing using the first two methods, the postmarked date if using the third method. If delivery is by email, the subject line must clearly identify the message as a “Notice of Appeal.”

#### **Section 4: APPEAL PROCESS**

- A. **Intake** - Upon receiving a Notice of Appeal, the Chief Administrative Officer shall inspect it for completeness under the foregoing Section 3 requirements. If the Notice of Appeal is complete, it shall be transferred immediately to the Appeal Authority and the San Juan County Attorney’s Office. If the Notice of Appeal is not complete, the Chief Administrative Officer shall reject the appeal and immediately inform the appellant.
- B. **Notice to Parties** - Upon receiving the Notice of Appeal from the Chief Administrative Officer, the Appeal Authority shall immediately determine whether it is brought by the applicant. If not, the Appeal Authority shall immediately inform the applicant of the appeal, invite the applicant to participate as a party to the appeal, and the Appeal Authority and all other parties shall treat the applicant as a party to the appeal.
- C. **Record** - Immediately upon receiving the Notice of Appeal, the County Attorney shall assemble and serve on the Appeal Authority and the other parties the record of the Land Use Decision on appeal. The record shall include relevant minutes if applicable, a transcript of the proceeding if available, the complete applications and related submissions at issue, relevant communications with the applicant, relevant communications with the appellant where applicable, relevant LUDMO provisions, and the written record of the decision. The County shall Bates-stamp these documents, which shall become the record on appeal. Absent extraordinary circumstances, the record should be served before the scheduling conference is held.
- D. **Scheduling Conference** - Upon receiving the Notice of Appeal, the Appeal Authority shall in timely fashion hold a scheduling conference to:

1. Confirm that the Land Use Authority made findings of fact and conclusions of law that appear in the record in support of the Land Use Decision under review;
  2. Schedule a hearing;
  3. Set submission dates for briefing; and
  4. Confirm the theories of relief to be addressed on appeal. (Excluding jurisdictional issues, theories of relief and issues not confirmed at the scheduling conference, including regarding the completeness and adequacy of the record, will not be considered by the Appeal Authority. The appellant must raise every theory of relief it can raise in district court.)
- E. Unless extraordinary circumstances prohibit it, the scheduling conference shall be held within 28 days after the Appeal Authority receives the Notice of Appeal. The scheduling conference need not be held in person but shall include all parties and be public.
- F. **Briefing**
1. Prior to the hearing, the parties (the appellant, the County, and, if applicable, the applicant) shall file briefs on the theories of relief and issues confirmed at the scheduling conference. The appellant shall file a principal brief, the appellee(s) a brief in opposition, and the appellant a reply brief. The principal and opposition briefs shall not exceed fifteen, and the reply brief shall not exceed ten, double-spaced pages, excluding the caption, signature block, certificate of service, and exhibits. The briefs shall follow the formatting required by Utah Rule of Civil Procedure 10(d) and be filed and served on the Appeal Authority and all parties via email. No affidavits or declarations or other evidentiary documents beyond those contained in the record may be attached to the briefing.
  2. All theories of relief and issues, including jurisdiction, the completeness of the record, or a party's standing, shall be reserved for the briefing and hearing, not presented through separate filings.
  3. No other briefing shall be filed or considered. The date set for the filing and service of the reply brief shall not be less than 7 days before scheduled hearing.
- G. **Hearing**
1. At the hearing, the parties shall present argument to, and answer questions of, the Appeal Authority.
  2. The hearing need not be held in person, but shall be public.
- H. **Inadequate Record** - If the Appeal Authority determines that the Land Use Authority did not make findings of fact and conclusions of law that appear in the record in support of the Land Use Decision under review, then the Appeal Authority shall remand the matter to the Land Use Authority to do so immediately. In that case, the County shall refund the fee paid by the appellant. Any appeal from the revised decision must be taken using the procedure set forth in this Chapter.
- I. **Incomplete Record** - If the Appeal Authority determines that the record provided by the County Attorney is materially incomplete, it shall order that the County supplement the record and determine whether supplemental briefing and argument is warranted.

## Section 5: DECISION

- A. **Issuance** - Absent extraordinary circumstances, the Appeal Authority shall serve on all parties a concise written decision within 28 days of the hearing. If the Appeal Authority can do so, it is encouraged to issue its decision sooner.
- B. **Standard of Review** - The Appeal Authority shall review the land use decision and determine only whether the record includes substantial evidence for each essential finding of fact and the correctness of the Land Use Authority's interpretation and application of the plain meaning of county Land Use Regulations. The Appeal Authority shall interpret and apply a Land Use Regulation to favor a land use application unless the Land Use Regulation plainly restricts the land use application.
- C. **Content** - The Appeal Authority's written decision shall set forth factual findings and legal conclusions sufficient for judicial review. The Appeal Authority may only affirm or reverse, in whole or in part, the Land Use Decision. If reversed entirely or in any part, the Appeal Authority shall instruct the Land Use Authority to issue a Land Use Decision consistent with the Appeal Authority's written decision. The Appeal Authority is not authorized to dictate or manage the County's personnel or internal policies or processes.
- D. **Notification** - On the date of its issuance, the Appeal Authority's written decision shall be sent via email to the parties. It shall set forth in bold typeface the parties' rights to petition for judicial review, citing the appropriate statute and providing a non-binding calculation of the filing deadline.
- E. **Record** - After rendering its decision, the Appeal Authority shall provide the County Attorney a digital copy of the appeal record, which the County shall maintain for a period of five years after the Appeal Authority's decision.

## CHAPTER 4 NONCONFORMING USES

### Section 1: PURPOSE OF NONCONFORMING USE, LOTS AND STRUCTURES PROVISIONS

The purpose of this chapter is to control and gradually eliminate those uses of land or structures that, although legal at the time of their establishment or erection, do not now conform to the land use regulations of the current zone within which they are situated. Such uses and structures shall be deemed nonconforming.

### Section 2: NONCONFORMING USES; CONTINUATION AND ABANDONMENT

A nonconforming use lawfully existing on the effective date of this LUDMO may be continued. A nonconforming use may be extended only throughout an existing building, and only provided that no structural alteration of the building is proposed or made for purposes of the extension. A person engaging in a nonconforming use may not expand the character of that use to include new or additional uses. If a nonconforming use is discontinued for a continuous period of more than 12 months, any future use of such land shall conform to the provisions of the zone in which it is located.



### **Section 3: NONCONFORMING STRUCTURES**

- A. A legally nonconforming structure may continue, provided no additions or enlargements are made thereto, no structural alterations are made therein that would increase the height or existing footprint of the building, and the current use does not change. This section shall not be construed to prohibit maintenance of an existing building.
- B. Notwithstanding Subparagraph (1), an existing dwelling that is legally nonconforming as to height, area, density, lot size, or yard regulations may be added to or enlarged if the addition or enlargement conforms to applicable requirements of this LUDMO. Provided, however, that a dwelling that legally does not conform to side yard requirements but having a minimum side yard of not less than three feet, may be extended once along the nonconforming building line in a manner that does not cause the structure to come any closer to the lot line at issue to the limit of an additional one-half the length of the relevant side of the existing dwelling if such extension is for the purpose of enlarging and maintaining the existing dwelling unit in the structure, and provided such enlargement conforms to all other regulations of the zone in which the dwelling is located. An expansion or enlargement under this Subsection (2) will also be regarded as a nonconforming structure. This exception does not allow a change in the use.

### **Section 4: RECONSTRUCTION OF NONCONFORMING STRUCTURE PARTIALLY DESTROYED**

A legally nonconforming structure destroyed or partially destroyed by fire, explosion, casualty, or act of God or public enemy:

- A. May be restored, unless:
1. The structure or use has been abandoned, or
  2. Written notice is served complying with Utah Code 17-27a-510(3 (b)(i)(2018) as amended, and the structure has not been repaired or restored within twelve (12) months unless owner can show substantial evidence of progress;
- B. May not be enlarged, except as provided in Section 3 of this Chapter; and
- C. Subject to all of the provisions of this LUDMO, the occupancy or use that existed at the time of such destruction may be continued.

### **Section 5: NONCONFORMING USE OF UNDEVELOPED REAL PROPERTY**

A legally nonconforming use of undeveloped real property lawfully existing on the effective date of this LUDMO may be continued, provided such nonconforming use shall not be expanded or extended into any other portion of developed or undeveloped real property or into any structure, regardless of whether the use of the structure or real property would conform to the requirements of this LUDMO.

### **Section 6: NONCONFORMING LOT OF RECORD DETERMINATION**

- A. The burden of production for providing the information for determining a legally nonconforming lot of record rests upon the property owner or its representative. A legally nonconforming lot of record is determined by the Planning Administrator. Should such a finding

be made, the Planning Administrator shall provide the decision in writing with supporting findings.

B. The property owner must provide the Planning Administrator with a copy of the subdivision forming the lot, the original deed and all subsequent deeds, and any other documentation the San Juan County Planning & Building Department determines necessary to meet the property owner's burden of proof.

C. If a lot has decreased in size due to the use of eminent domain, or because of a public dedication required by a governmental agency, the lot shall become a legally nonconforming lot of record if it otherwise meets the requirements of this section.

## **Section 7: NONCONFORMING LOTS OF RECORD LAND USE REGULATIONS**

Nonconforming lots of record are only exempt from the minimum size, width, frontage, depth, and other applicable dimensional requirements of the zone where the lot is located. Before a building permit may be issued, nonconforming lots of record shall have access on a road built to county standards and shall comply with all other land use, zoning, and development standards applicable to the zone in which the nonconforming lot of record is located. A nonconforming lot of record determination does not guarantee a building permit.

A. **Lot with Building** - If a lot is unable to receive lot of record status and contains a building legally established on or before June 1978, then the owner may continue the use in existence prior to June 1978 of such building and may expand the building in any way that does not increase the degree of nonconformity of the lot.

1. An increase in building size shall not be deemed to increase the degree of nonconformity of the lot unless the building increases any encroachment into a required setback of the lot coverage requirements of the underlying zone.

2. Remodeling of a building within an existing footprint or expansion in compliance with this section shall not require a variance to lot requirements but shall be reviewed by the San Juan County Planning & Building Department as though the lot conforms to the requirements of this LUDMO.

3. The building's continued use or expansion requires at least 75% of the exterior framing and foundation of the original building remain as located prior to June 1978, unless the structure was involuntarily destroyed in whole or in part by fire or other calamity, and the owner reconstructs or restores the structure in conformity with the requirements for nonconforming structures and uses in this LUDMO and CLUDMA.

B. **Uses Granted for Nonconforming Lots of Record** - Lots that are determined to be nonconforming lots of record may be granted a building permit for a single-family dwelling, accessory dwelling units (only if allowed in current zone) and accessory uses as allowed in the current underlying zone. So long as all other standards applicable to that use are complied with and so long as the use is permitted in the zone, nonconforming lots of record may also be permitted utility uses and agricultural uses as permitted in the current zone. The uses identified in this paragraph and no others are granted for nonconforming lots of record.

## **Section 9: TREATMENT OF CONTIGUOUS NONCONFORMING LOTS OF RECORD UNDER SAME OWNERSHIP**

- A. Notwithstanding other provisions of this LUDMO regarding the combination of contiguous lots, contiguous nonconforming lots of record under the same ownership are treated as individual lots. However, any nonconforming lot of record on which a nonconforming structure has been built may, upon application approved by the Planning Commission and parcel merger/boundary adjustment, be considered together with a contiguous nonconforming lot under the same ownership if doing so would render the nonconforming structure conforming.
- B. Contiguous mining claims of same ownership shall not be recognized as separate parcels when determining a nonconforming lot of record.

## **Section 10: DIMINISHED NONCONFORMING USE**

If a nonconforming use is diminished, it shall be deemed vacated, abandoned, and divested to the extent of such reduction. The determination of whether a nonconforming use was diminished shall be made by the Planning Administrator.

## **Section 11: EXTINGUISHING NONCONFORMING USES, STRUCTURES, OR LOTS OF RECORD**

Nothing in this Chapter shall be construed to limit or otherwise prevent the County from enforcing this LUDMO or declaring a nonconforming use or structure a blight, nuisance, or unsafe.

## **CHAPTER 5 VARIANCES**

### **Section 1: VARIANCE PROCEDURE**

- A. Any person or entity desiring a variance from the requirements of the LUDMO as applied to real property that he or she owns, leases, or in which he or she holds some other beneficial interest may apply for a variance from the terms of the ordinance.
- B. Applications - Applications for variance shall be filed with the San Juan County Planning & Building Department. Applications shall contain the following information:
1. A description of the requested variance, together with a designation of that section of this LUDMO from which relief is being requested;
  2. An accurate site plan, if appropriate, indicating the manner in which the variance will be applied and its effect upon adjacent properties; and
  3. The required filing fee as established by the County.
- C. A complete application shall be forwarded to the San Juan County Administrative Law Judge (ALJ) for consideration. The ALJ shall follow CLUDMA in determining whether to grant the variance. The ALJ may proceed as it sees fit in considering the application, including requesting additional information, seeking comment and information from county personnel, and holding

meetings with the applicant.4. The ALJ shall decide the application in a timely manner and shall issue a written decision with findings and conclusions of law capable of review and include a notation in bold typeface informing the applicant of its right to petition for judicial review, citing the appropriate statute and providing a non-binding calculation of the filing deadline.

D. The ALJ shall serve the applicant, the County Attorney, the Planning Administrator and the Planning Commission with its decision upon issuance. Such service may be accomplished by email.

E. After rendering its decision, the ALJ shall provide the County Attorney a digital copy of the record of the decision, which the County shall maintain for a period of five years after the ALJ’s decision.

**CHAPTER 6  
SUBDIVISIONS**

**Section 1: SUBORDINATION TO STATE LAW**

A. This LUDMO is subordinate to controlling state law, particularly CLUDMA at Utah Code Title 17, Chapter 27a, Part 6. Applicants should consult the statute before this Chapter’s provisions, which supplement state law.

**Section 2: DESIGNATION OF ADMINISTRATIVE AUTHORITY FOR SUBDIVISION APPLICATIONS**

A. The Planning Administrator is authorized to review and approve both preliminary and final subdivision applications. All subdivision applications, including those for single-family homes, two-family homes, townhomes, minor and major subdivisions, shall be reviewed and approved administratively, provided they comply with the requirements of this chapter and other applicable land use ordinances.

**Section 3: CONSOLIDATION OF PRELIMINARY AND FINAL APPLICATION PROCESSES**

A. The County’s process combines the preliminary and final plat review processes for all subdivisions to expedite approval and minimize administrative overhead. Applicants must submit a complete subdivision application that includes all subdivision improvement plans, which will undergo a single administrative review.

**Section 4: SUBDIVISION PLAT APPLICATION REQUIRED**

A. Unless expressly excepted by statute or this LUDMO, subdividers must submit a subdivision plat application to the San Juan County Planning & Building Department for approval.

**Section 5: REVIEW CYCLE LIMITS AND TIMELINE**

- A. A maximum of four review cycles shall be allowed for each subdivision application by the county. Each review shall be completed within 20 business days. The County shall provide specific citations for required modifications, which shall be logged in an index of requested changes. Applicants must provide a written explanation for any declined modifications.
- B. Subject to Section (1), unless the change or correction is necessitated by the applicant’s adjustment to a plan set or an update to a phasing plan that adjusts the infrastructure needed for the specific development, a change or correction not addressed or referenced in the County’s plan review is waived. A modification or correction necessary to protect public health and safety or to enforce state or federal law may not be waived.
- C. If an applicant makes a material change to a subdivision improvement plan set, the County has the discretion to start the review process at the first review of the application, but only with respect to the portion of the plan set that the material change substantially affects.
- D. After the applicant has responded to the final review cycle, and the applicant has complied with each modification requested in the County’s previous review cycle, the County may not require additional revisions if the applicant has not materially changed the plan, other than changes that were in response to requested modifications or corrections.
- E. In addition to revised plans, an applicant shall provide a written explanation in response to the County’s review comments, identifying and explaining the applicant’s revisions and reasons for declining to make revisions, if any. The applicant’s written explanation shall be comprehensive and specific, including citations to applicable standards and ordinances for the design and an index of requested revisions or additions for each required correction. If an applicant fails to address a review comment in the response, the review cycle is not complete, and the subsequent review cycle by the County may not begin until all comments are addressed.

**Section 6: APPEALS PROCESS FOR SUBDIVISION APPLICATIONS**

- A. An applicant or adversely affected property owner aggrieved by a decision of the Planning Administrator may appeal to the appeal authority consistent with state law and this LUDMO, including disputes involving subdivision improvement plans, an appeal panel consisting of licensed engineers may be convened as per Utah Code section 17-27a-507(5)(d).

**Section 7: SUBDIVISION PLAT APPLICATION AND SUBMISSIONS**

- A. The subdivider shall file an application for subdivision approval with the Planning Administrator. The application shall include a plat showing all the property the subdivider is seeking to subdivide and the following:
  - 1. A letter of intent signed by the applicant subdivider that explains the purpose of the application and includes all requests and justifications for variances, exceptions, and waivers;
  - 2. A copy of a title report for the property to be subdivided as proof of ownership. A subdivider shall include an affidavit or declaration under penalty of perjury of ownership executed by all owners of the property, or, if the property is owned by a

corporation, an authorized officer. If the applicant is acting as the property owner's agent, documentation of the applicant's authority to act for the owner;

- a) If the required title report reveals any liens or mortgages on the subdivision property or any part thereof, a consent to record plat signed and executed by the mortgagee or lien holder, which shall be required and recorded simultaneously with the approved subdivision plat;
3. As applicable, a copy of all restrictive covenants on the property that must be recorded with the approved subdivision plat with the San Juan County Recorder (the covenants shall explicitly and prominently state that the County has no responsibility for enforcing the covenants and that the subdivider, owners association, or lot purchasers, as applicable, are solely responsible for enforcing the covenants);
  4. As applicable, a road maintenance agreement signed by the San Juan County Road Superintendent.
  5. A plat map no smaller than an 18"x 24" (ARCH C) or 24"x36" (ARCH D) size matte mylar drawn in black ink or a black line positive mylar of the same. The plat map may contain and satisfy required elements of the improvement plan. It shall display the following:
    - a) The subdivision name, location (San Juan County, State of Utah), designation as a subdivision plat, total land area in acres, legal description of the total land area of the subdivision referenced to section, township, range, baseline, meridian, county, state, and municipality (if applicable), date of the drawing scaled 1:100 (or large if possible), dates of original drawing and subsequent revisions and sheet number, and north arrow;
    - b) The location and description of all section lines, corners, and permanent survey monuments in or near the subdivision giving the basis of bearings and the distance and course to two or more PLSS or Government survey monuments (GLO, BLM, County, City, Townsite);
    - c) Multiple phases with the same subdivision name shall be identified as "Phase 1", "Phase 2," and so forth;
    - d) Blocks numbered consecutively throughout the subdivision, and the lots numbered consecutively throughout each block, with the areas to be excluded from the plat marked "Reserved" or "Not a Part" and lots within separate phases not having the same number as any other lot in any other phase of the subdivision;
    - e) Lots within different phases of the same subdivision shall be numbered sequentially without regard to phase boundaries or may be distinctly numbered (e.g., 101, 102, 103 in Phase 1; 201, 202, 203 in Phase 2; etc.);
    - f) Lots shall be addressed as per County addressing standards; The dimensions of proposed lots and blocks calculated and shown in decimal feet to a precision of two decimal places (hundredth of a foot) and the value of all required bearings and angles dimensioned in degrees, minutes, and seconds, and the acreage for each lot, shown within the lot lines (and staked on the ground), all closed within a hundredth of a foot;
    - g) The total numbers of units by kind and their location;

- h) The exterior boundary lines of the proposed subdivision drawn in a heavy solid line encompassing all planned phases (at all lines bearing breaks, points of curve, and points of tangency, a symbol shall be placed to indicate a change of direction) and the length of subdivision perimeter boundary lines expressed in feet and decimals thereof and the value of all required bearings and angles dimensioned in degrees, minutes, and seconds (boundary closures must close within a hundredth of a foot);
- i) An indication that all subdivision corners have been surveyed (monuments representing all lot corners shall be set and identifiable on the ground in accordance with state law);
- j) A designation of the zone or zones in which the subdivision is located and, when applicable, the existing zone boundary lines;
- k) If requested by the Planning Administrator or County Surveyor, topographic contours with intervals of five feet or less within the subdivision and of at least 50 feet immediately adjacent thereto. If five-foot contour data is unavailable, the contour intervals must be deemed acceptable by the County Surveyor;
- l) The following signature blocks, executed except for the Planning Administrator and Recorder: San Juan County Planning Administrator, San Juan County Health Department, San Juan County Recorder, San Juan County Attorney, San Juan County Surveyor, San Juan County Road Department, San Juan County Fire Marshall, consents of private easement owners, and the subdivision property owner's and mortgagee's certificate of dedication of public land, rights of way, and easements, with space for notarization in the following forms:

**SJC Health Department**  
 Approved this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_  
*Example Only*  
 \_\_\_\_\_  
(Printed name of Health Official if known) Health Official

**Approval as to Form**  
 Approved this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_  
*Example Only*  
 \_\_\_\_\_  
(Printed name of Signing Official if known) SJC Attorney

**SJC Recorder**  
 State of Utah, County of San Juan, Recorded at the request of \_\_\_\_\_  
 Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Book: \_\_\_\_\_ Page: \_\_\_\_\_ Fee: \_\_\_\_\_  
*Example Only*  
 \_\_\_\_\_  
(Printed name of Signing Official if known) SJC Recorder

**SJC Surveyor**  
 Approval in accordance with information and records on file in this office.  
*Example Only*  
 \_\_\_\_\_  
 Date \_\_\_\_\_ SJC Surveyor

**Owners Dedication**  
 OWNER'S DEDICATION AND CONSENT TO RECORD  
 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 \_\_\_\_\_  
 (Name of Subdivision/Plat)  
 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 owner hereby conveys to any and all public utility companies a perpetual, nonexclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines. The undersigned owners also hereby convey any other easements as shown and/or noted on this plat to the parties indicated and for the purposes shown and/or noted hereon this \_\_\_\_\_  
 Day of \_\_\_\_\_, 20\_\_\_\_  
 By: \_\_\_\_\_, Owner  
(Full printed name exactly as it appears on the vesting deed)  
 By: \_\_\_\_\_, Owner  
(Full printed name exactly as it appears on the vesting deed)

**Acknowledgement**  
 State of Utah, County of San Juan, on the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_ personally appeared before me \_\_\_\_\_ and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she/they) executed the same freely and voluntarily for the purposes stated herein.  
 My commission expires \_\_\_\_\_, 20\_\_\_\_  
 \_\_\_\_\_ Residing in \_\_\_\_\_ County.  
 Notary

There shall be a separate acknowledgement block for each signing owner in the owner's dedication

- m) All parcels of land to be dedicated for public use or reserved for the use of all property owners in the proposed subdivision together with the purpose and conditions of such reservations, including the names, locations, and widths of public rights-of-way, railroad rights-of-way, access easements to public rights-of-way, adjacent roads and rights-of-way, including at least 50 feet of the property surrounding the plat. Any property not a road that is offered for dedication to the public shall be fully dimensioned by lengths and bearings or angles with the area marked “public”;
  - n) The radii, arc lengths, chord lengths, and chord directions for curvilinear streets and radii of all property returns;
  - o) The identification, location, and dimensions of all easements for public services or utilities as per the improvement plan;
  - p) As applicable, a note disclosing that there are restrictive covenants on the property and an acknowledgment that the County has no responsibility for enforcing the covenants.
  - q) Drainage channels, wooded areas, and other significant natural features within the platted area and at least the 50 feet of the property surrounding the plat.
  - r) The boundary and source of reference to any 100-year floodplain. In the absence of reliable floodplain data, any areas of the plat that are known to be subject to flooding shall be delineated and noted on the plat map;
  - s) As applicable, perimeter fence line, delineated and a description of the type and height of the fence;
  - t) Names and addresses of the owners, subdividers, and surveyor preparing the plat; and
  - u) A certification by the surveyor making the plat that the surveyor:
    - i) Holds a license in accordance with the state's Professional Engineers and Land Surveyors Licensing Act;
    - ii) Has completed a survey of the property described on the plat in accordance with state law, including seal and the date of survey, and has verified all measurements;
    - iii) Has resolved any and all boundary issues with adjoining properties to said subdivision; and
    - iv) Has placed monuments as represented on the plat.
6. Written communication from the San Juan County or Utah State Fire Marshal regarding the County’s ability to provide fire protection and the fire suppression required or recommended for the proposed subdivision;
7. Written communication from the San Juan County Sheriff regarding any public safety concerns or recommendations for the proposed subdivision;
8. A certification from the San Juan County Treasurer’s Office that all taxes owing on the property are paid, including rollback taxes from any previous greenbelt exemption;



9. A vicinity map with north arrow (scale of 1"=2,000' preferred) showing the major roadway network, the ownership of lands abutting the subdivision, and any existing subdivisions adjacent to the proposed subdivision;
  10. Two sets of preliminary construction plans for public improvements prepared in accordance with the improvement plan and the design standard requirements of this LUDMO; and
  11. Other documents and information may be deemed necessary by the Planning & Building Department.
- B. All lots within the subdivision shall conform to the following standards:
1. Lots shall meet the width, depth, frontage, and lot size requirements for the zone in which the lot is located, as specified in this LUDMO;
  2. All lots shall abut a dedicated street or county road, or a street or road that has become public by right of use, or a private street for which there is a recorded road maintenance agreement; and
  3. No single lot shall cross the boundary of a County or other political subdivision, a public road or street, or a private road or street that can legally be used by property owners other than the owner of the lot.
- C. The application will not be considered complete until the required information and compliant plat are submitted with the requisite fee.

#### **Section 8: SUBDIVISION IMPROVEMENT PLAN SUBMISSION**

- A. With the subdivision application and in addition to the submissions identified in the foregoing Section, the subdivider shall also provide a subdivision improvement plan. All subdivision improvement plans, including civil engineering plans for infrastructure and utilities, shall be submitted with the plat application. The application will not be deemed complete until all required plans have been reviewed and approved by the Planning Administrator.
- B. The improvement plan shall include the following, some of which may be included on the plat:
1. The location, width, and purpose of all existing and/or proposed public and/or private roads, rights of way, easements, including existing and/or proposed culinary, irrigation, and fire suppression water lines and hydrants, sanitary sewers, other utility main lines, culverts, storm sewers, and storm water detention areas located within the plat and at least 50 feet of the property surrounding the plat;

2. A letter describing:
  - a) The culinary, irrigation, and fire suppression water and sanitary sewer facilities proposed for the subdivision; and
  - b) Estimated construction costs for planned public facilities, including roads (including, where applicable, curb, gutter, and sidewalks), water (culinary, irrigation, and fire suppression), sanitary sewer, storm drainage, and other such public facilities that may be required. The subdivider shall also state the form of collateral that will be provided to ensure that such improvements will be completed;
3. If culinary water is to be provided by individual lot or group wells or sanitary sewer is to be provided by individual or group septic or similar waste disposal, the letter describing the water and sanitary facilities must include a statement that the wells or septic or similar waste disposal facilities will be constructed and function in conformance with the rules and regulations of the Utah Department of Environmental Quality and the San Juan County Health Department;
4. If either water or sanitary sewer facilities are to be part of an approved public system, the application shall also include confirmation from the entity providing the sewer and water services that such services are, or are contracted to be, available to serve the subdivision;
5. If the proposed subdivision is within 1.5 miles of a municipality or within the boundary of a county service area, special service district, or municipal expansion area, the applicant shall provide proof of notice of its application to such entity;
6. If the subdivider intends to build roads within the subdivision that will be accepted and maintained by the County after dedication, such roads must be built consistent with the County Road Standards. To ensure that this happens, the subdivider must meet with a representative of the San Juan County Road Department, and the County Road Department must agree to the dedication:
  - a) Before proceeding with any road work, placement of any underground utilities, and/or acquisition of any road materials, the subdivider must provide the San Juan County Road Department with a copy of the approved preliminary plat and set up an onsite meeting with the Road Department representative to review all aspects of the roads within the subdivision;
  - b) The subdivider may be required, at its own expense, to provide testing for road materials, compaction testing, and other testing procedures will be used to assure compliance with minimum standards. The subdivider will develop a schedule of road work to be accomplished with an inspection schedule;
  - c) The subdivider may be required to enter into a road maintenance agreement with the County governing the responsibility for maintaining dedicated and accepted public roads, and such agreement shall be executed and recorded as a condition of the final subdivision plat approval;
  - d) If the subdivider proceeds with any of the work on roads within the subdivision that intends to dedicate to the public without the approval and/or inspection of the Road Department representative, the County may, in its discretion, choose not accept the dedication of the roads onto the county

system and in such case shall not be responsible for any type of maintenance duty;

e) If the subdivider intends to place of any type of water, sewer, septic, telephone, cable television, fire hydrant, etc. line within the right-of-way of any planned public roads, it must comply with the county road standards and provide adequate certification of compliance or compensate the County for inspecting such for compliance; and

f) For subdivisions built in “No Winter Maintenance” areas, private snow removal is required unless the subdivision is planned to be—and buyers are provided adequate notice that it is—seasonal, and such requirement shall be set forth in the road maintenance agreement;

g) If the subdivider intends that the roads within the subdivision shall be private roads and thus not required to be constructed to county standards, the subdivider still may be required to obtain the approval of the Road Department and any other State, Federal, or Tribal authority for all subdivision access roads that originate off of County, State, Federal, or Tribal roads and other safety factors such as placement and financial responsibility of signs and other items; and

h) If a subdivision is being developed off an unimproved county road, the Road Maintenance Agreement must include improvements to such road to match the County Road Standard of the road at the access point;

7. In order to guarantee that the required county roads and, if specified, other public facilities including but not limited to drainage, water, fire suppression, and sanitary sewer facilities are constructed in accordance with the applicable standards and to guarantee that the cost of the required public improvements are borne by the subdivider and not the public, the subdivider may be required to enter into a subdivision improvement agreement with the County.

a) If required, the agreement must be fully executed prior to the approval of the subdivision.

b) If required, the agreement shall be structured as determined by the Planning Administrator, at a minimum describing the public improvements to be provided by the subdivider and include unit and total costs, the form and amount of an improvement completion assurance to be provided for the public improvements, and the basis for forfeiture of the assurance and assumption of responsibility by the County;

8. A drainage plan, the design of which shall accommodate runoff from the entire subdivision and the historical runoff from areas adjacent to and upstream of the subdivision in accordance with the following minimum standards.

a) All historic flood and drainage ways shall be protected from alteration such that their primary function as storm water drainages shall be upheld;

b) All drainage and flood control facilities shall be designed to handle the calculated difference between historic flows and the anticipated post-development 100-year frequency storms for maximum period of intensity over the entire drainage basin which the subdivision serves, or other standards

required by San Juan County Code. The “100-year storm” referred to herein shall mean that storm run-off is calculated on the basis of a fully developed watershed;

c) All drainage shall be designed by a Utah licensed professional engineer, in accordance with any requirements of the Utah Department of Environmental Quality for managing storm water;

d) The design shall insure that runoff from the developed subdivision shall not exceed the historical volumes and velocities discharged onto adjacent property;

e) The drainage system plans submitted with a preliminary plat application shall include:

i) All proposed surface drainage structures; and

ii) All appropriate design details, dimensions, construction materials and elevations;

f) The drainage design for each phase shall show how the drainage is consistent with the master drainage plan of all phases; and

g) The County Road Department may require a Road Maintenance Agreement on or around any drainage which may have an impact on any existing or planned road;

9. Except as otherwise provided below, each lot in a subdivision shall be served with an approved piped sanitary sewer system.

a) Individual septic tank systems, or other private sewage systems, shall only be permitted when the nearest point of the subdivision boundary is more than 1,320 feet from an existing approved sanitary sewer system. Septic systems shall be in conformance with the requirements established by the Utah Department of Environmental Quality and the San Juan County Health Department, and applicants shall provide proof of the necessary permits and certifications from those entities;

10. Except as otherwise provided below, each lot in the subdivision shall be served with an approved public water system.

a) Individual or common wells or other private water systems shall only be permitted when the subdivision boundary is more than 1,320 feet from the nearest approved public water system. All private culinary water systems shall be in compliance with the requirements of the Utah Department of Environmental Quality and the San Juan County Health Department, and applicants shall provide proof of the necessary permits and certificates from those entities.

b) If stock ponds are present, the outer perimeter of the berm must be at least one-hundred feet (100') from any adjoining property line;

11. In consultation with the Planning Administrator and the County Fire Marshal, the County may require a subdivider to provide substantial improvements to provide fire protection for the subdivision when the size of the subdivision/development and the number of lots proposed along with other factors would otherwise jeopardize the health, safety, and general welfare of the residents of the subdivision. Such

improvements may include, but not be limited to, fire hydrants, water storage for fire protection, other water systems, and participation in the acquisition of firefighting equipment and facilities to house such equipment. Refer to the San Juan County Fire Policy for anticipated requirements. If required, fire hydrants will be spaced every 500 feet.

- a) If such fire protection improvements are required, these shall be made at the expense of the subdivider/developer and shall meet all fire protection standards as provided in state code, the San Juan County Fire Policy, and other applicable standards. All required systems shall be tested and accepted by the County prior to the issuance of any building permit;

12. Each property owner/subdivider is responsible for fencing out in all zones to allow domestic animals to graze without trespassing onto farms, subdivisions, or other private property.

- a) In newly established subdivisions:
- i) The subdivider shall construct a stock-proof perimeter fence around the entire subdivision prior to any lot being sold. This shall be a condition of approval. The height, fence type, and materials shall be as approved by the Planning Commission during the subdivision application process.
  - ii) A subdivider may request, and the Planning Administrator may approve, an exemption from the fencing requirement only if any one of the following criteria are met:
    - The proposed subdivision is completely surrounded by developed land;
    - The proposed subdivision is within the future annexation area of a nearby municipality and within 100 feet of a municipal boundary; or
    - The proposed subdivision is enclosed by property already enclosed with a stockproof fence.

b) If the subdivider obtains an exemption from the fencing requirement, that exemption must be reflected on the plat so as to place others on notice of the exemption.

c) If the subdivider does not obtain an exemption from the fencing requirement, a stock-proof fencing proposal shall be submitted with the plat application;

13. When, in the opinion of the County Road Department, the projected traffic volumes within the subdivision are such that the separation of vehicular and pedestrian access is necessary for the safety of the public, the Planning Administrator may require designed sidewalks, curb and gutter, or pedestrian rights-of-way.

- a) Drainage/Curb and Gutter – In the absence of curb and gutter, a subdivider shall provide a street drainage plan detailing potential impacts to county roads and streets. The subdivider shall be required to provide and install culverts or other drainage structures as required by the County; and

14. The Planning Administrator may require that a sufficient improvement completion assurance be provided by the subdivider to cover the cost of the public improvements required by the subdivision improvement agreement and ensure the completion of improvements within the period specified. The amount of the assurance shall be 110% of the estimated cost of the improvements. The assurance shall be in the form of an escrow deposit, performance bond, irrevocable letter of credit, or, in special circumstances approved at the County's discretion, a first lien and restriction on sale of the property to be subdivided. The first lien and restriction on sale of the property shall only be used when the appraised current market value of the property is equal to, or greater than, the estimated cost of the public improvements. The Planning Administrator may accept one or a combination of the types of assurance listed above.

- a) Unless otherwise agreed between the applicant and the County, as improvements are completed, the subdivider may apply to the Planning Administrator for release of all or part of the improvement completion assurance.
- b) Before releasing any part of the improvement completion assurance, the Planning Administrator shall confirm with the San Juan County Road Department or San Juan County Building Inspector, as applicable, that the planned public roads or other improvements have been completed or are in that part completed commensurate with the portion of the assurance sought to be released in conformance with county standards.
- c) Upon confirmation that the planned public roads or other improvements have been, in conformance with county standards, completed or are in that part completed commensurate with the portion of the improvement completion assurance sought to be released, the Planning Administrator shall authorize the release of part or all of the assurance as applicable, less 10% for the County's administrative costs, except that the Planning Administrator shall retain 10% of the assurance for one year in order to ensure that the improvements have been properly constructed.

#### **Section 9: RECORDING OF THE APPROVED PLAT**

- A. No plat approval is effective until it has been recorded.
- B. No approved plat shall be recorded until:
  1. The plat is approved and signed by the Planning Administrator;
  2. If an improvement agreement has been required, the approved and executed agreement has been filed with the San Juan County Clerk;
  3. If a road maintenance agreement has been required, the approved and executed agreement is delivered to the Planning Administrator for recording with the final subdivision plat;
  4. If a mortgagee's or lien holder's consent to record plat has been required, the executed consent has been delivered to the Planning Administrator for recording with the final subdivision plat; and
  5. A copy of the restrictive covenants, if any, for recording.

C. Upon a subdivision plat's approval, the Planning Administrator shall hold the approved subdivision plat and the other required documents for recording until the Planning Administrator confirms that:

1. The applicant has tendered the full recording fee to the San Juan County Recorder;
2. If required, the applicant has provided the improvement completion assurance in the agreed form and amount;
3. If required, the applicant has tendered the impact fees due and in the correct amount; and
4. The required agreements, approvals, and other records have been provided.

D. Once the Planning Administrator confirms compliance as required by Subparagraph (3), the Planning Administrator shall cause the approved subdivision plat and the applicable documents to be recorded with the San Juan County Recorder, executed by the Recorder, and a copy of the recorded and stamped subdivision plat and recorded documents delivered to the applicant.

E. The applicant must provide the Planning Administrator the materials and fees required by Subparagraph (3) within 30 days of the Planning Administrator's signing of the subdivision plat or it will be voidable if the applicant cannot show good cause for the delay. If the applicant does not provide the required materials and fees within six months, the subdivision plat shall be void.

#### **Section 10: OPTIONAL PRE-APPLICATION PROCESS**

A. An applicant may request a pre-application meeting with the Planning Administrator to discuss a concept plan and receive initial feedback. The Planning Administrator shall schedule the meeting within 15 business days of receiving the request. At the pre-application meeting, the Planning Administrator shall provide or make available:

1. Copies of applicable land use regulations;
2. A complete list of standards required for the project;
3. Preliminary and final application checklists; and
4. Feedback on the concept plan to assist the applicant in preparing a complete subdivision application.

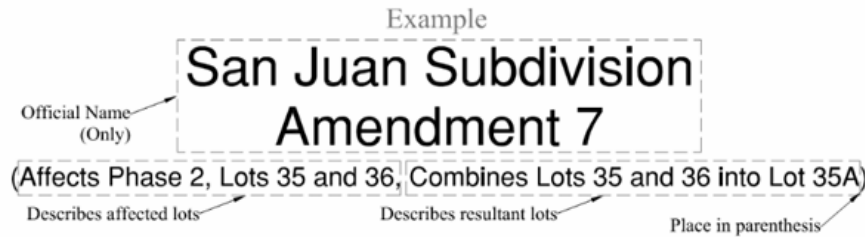
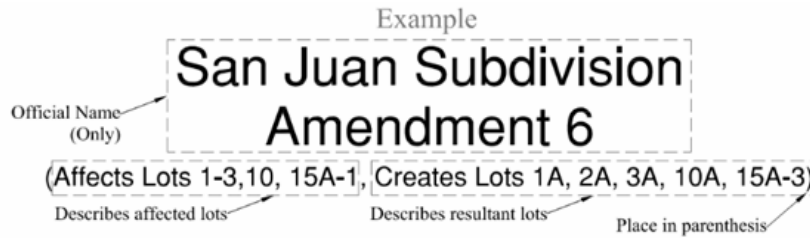
B. Participation in a pre-application meeting is optional, and the feedback provided shall be advisory only, intended to help the applicant understand the requirements and streamline the formal application process.

#### **Section 11: AMENDMENTS AND VACATIONS**

A. A lot owner may file with the San Juan County Planning & Building Department an application for subdivision amendment with a plat meeting the requirements set forth in CLUDMA Chapter 6 and those sections of this LUDMO applicable to initial subdivision plat approvals.

1. A proposed subdivision amendment shall be named to correlate with the original subdivision and the sequentially numbered amendment. Each new amendment to the

original approved subdivision plat shall increase by an increment of one. Below the subdivision name and number, in parenthesis, shall be listed the affected lots and the resultant lots or changes.



2. The amended plat shall include the following signature blocks: San Juan County Planning Administrator, San Juan County Health Department, San Juan County Recorder, San Juan County Attorney, San Juan County Surveyor, consents of private easement owners, and the subdivision property owner’s and mortgagee's certificate of dedication of public land, rights of way, and easements, with space for notarization in the same form as required above for all other final subdivision plats.
  3. The amended plat shall include signature blocks for each property owner within the plat.
- B. The application petition shall also include proof of written notice to:
    1. The owners of record of lots within the plat affected by the plat revision;
    2. Adjoining owners; and
    3. If the subdivision includes one, the owners’ association.
  - C. Upon determining that the application is complete, including the payment of required fee, and does not seek to amend or vacate a public street or easement, the Planning Administrator shall:
    1. Provide notice to affected entities, if required; and
    2. Treat the application as one for an initial subdivision and follow that process.
  - D. If the proposed amended plat seeks to amend or vacate a public street or easement, the process for that amendment or vacation shall be that provided in CLUDMA.
  - E. The Board of County Commissioners may vacate all or a portion of a subdivision plat by passing and recording an ordinance.
  - F. The amended plat shall become effective upon recording. The Planning Administrator shall follow the same procedure for recording as that for recording the initial plat and the same requirements and limitations apply.



## Section 12: EXEMPTION AND WAIVERS

A. **Small Subdivision** - A subdivider may create a small subdivision of four or fewer lots without a plat by filing an application with the Planning Administrator that provides sufficient information for the County to find that the statutory requirements for a small subdivision have been met:

1. In addition to the statutory requirements, each lot in the proposed subdivision must have access to a public or private road or an easement to access a public or private road directly and must comply with the applicable zoning.
2. Upon determining that a small subdivision application is complete, including the payment of the required fees, and complies with the applicable requirement, the Planning Administrator shall:
  - a) Certify the subdivision's compliance in writing;
  - b) Record the written certification; and
  - c) Keep the certification on file in the San Juan County Planning & Building Department.

### B. **Waivers**

1. The Planning Administrator may in its discretion waive certain requirements for a subdivision application or for all or a portion of the required processing fees. All waiver requests must be submitted to the Planning Administrator in writing explaining the reasons for the waiver request. The request must be presented contemporaneously with the application for which it is being sought.
2. Waivers of submittal requirements may be granted by the Planning Administrator upon finding that the particular requirements are not necessary for the application's consideration.
3. A waiver of part or all the required processing fees for a subdivision application may be granted by the Planning Administrator only on finding that the County's review time will be significantly less than the time required for the typical subdivision application.

## CHAPTER 7 DEVELOPMENT AND DESIGN STANDARDS

### Section 1: GENERAL PROVISIONS

All development must comply with the following standards:

- A. Insofar as possible, the natural terrain, existing topography and natural vegetation shall be preserved.
- B. Where the property to be developed is subject to natural or man-made hazards such as flooding, rock and mudslides, slope instability, open quarries or abandoned mines, or where there exists shallow water table conditions or polluted water sources, such hazards or conditions shall be identified and the developer shall provide stamped engineered documentation as to how the hazards or conditions have been eliminated, or will be eliminated, through the design and construction of the development.

**Section 2: LOTS**

All lots shall conform to the following standards:

- A. Lots shall meet the width, depth, frontage and lot size requirements for the zone in which the subdivision is located, as specified in this LUDMO.
- B. All lots shall abut a dedicated street or county road, or a street or road that has become public by right of use, or a private street for which there is a recorded maintenance agreement; and
- C. No single lot shall be transected by a municipal or county boundary line or by a special service area or special service district boundary, a public road or street, or a private road or street which can legally be used by property owners other than the owner of the lot.
- D. All structures must be located on lots or parcels that provide safe and convenient access for services, fire protection, and on-site parking as required.

**Section 3: BUILDING DENSITY STANDARDS**

- A. No single primary use in any zone shall exceed the zone’s density standards. Accessory uses and buildings must comply with that zone’s regulations, as stated in this title, to not violate the density standards. All uses must comply with the zone’s requirements for parking, open space, setbacks, conditions, restrictions, access, etc. A lot’s consistency with the minimum size for density does not guarantee the right to a use that cannot otherwise meet the requirements of this title.
- B. Lots and parcels must comply with the minimum acreage standards in each zone as follows:

	R	AG	HC	CC	MU	I	REC
Without Public Utilities (“Off-Grid”)	1 acre	5 acres	1 acre	1 acre	1 acre	1 acre	1 acre
Public Water <u>OR</u> Public Sewer Access Only	0.5 acres	5 acres	0.5 acres	0.5 acres	0.5 acres	0.5 acres	0.5 acres
<u>BOTH</u> Public Water and Sewer Access	0.25 acres	5 acres	0.25 acres	0.25 acres	0.25 acres	0.25 acres	0.25 acres

**Section 4: SETBACK REGULATIONS**

- A. Unless otherwise specified in this LUDMO, the regulations in the table below apply. Likewise, a Conditional Use Permit may specify regulations that differ from the table below.
- B. Lots and parcels must comply with the following minimum building requirements:

	R	AG	HC	CC	MU	I	REC
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Lot Width	50'	200'	CUP	25'	50'	50'	50'
Frontage Width to Road	25'	25'	CUP	25'	25'	50'	25'
Front Yard Setback	25'	25'	CUP	0'	25'	20'	25'
Rear Yard Setback	5'	5'	CUP	0'	5'	10'	5'
Side Yard Setback	5'	5'	CUP	0'	5'	10'	5'
Maximum Height	50'	50'	CUP	50'	50'	50'	50'
Maximum Built Coverage Area	60%	20%	CUP	N/A	60%	60%	60%

- C. A rear yard setback shall not prohibit an allowable feature as per CLUDMA Part 5.
- D. Setbacks are measured from the edge of any road easement or property boundary, whichever is applicable. If the owner of a private easement gives permission in writing, to be recorded, the setback may be from the property line rather than the easement.
  - 1. All measurements for setbacks are from the nearest protrusion of the structure.
  - 2. Corner lots may be subject to two front yard setbacks as determined by the Planning Administrator.
- E. Flag lots may be created in a subdivision development if all of the following requirements are met:
  - 1. The lot has at least 25 feet of frontage on a dedicated public street or county road, in which frontage serves as access only to the subject lot or parcel.
  - 2. The narrow portion of the lot is at least 25 feet in width, and not more than 250 feet in length.
  - 3. The lot otherwise meets the lot area and lot width and setback requirements of the applicable zone.
- F. Any building more than 3 stories in height shall require a variance.
- G. Building coverage does not include paved areas such as driveways, uncovered porches or patios, decks, open swimming pools, or roof overhangs of less than five feet. Accessory buildings are considered part of the total building coverage of the lot.

**Section 5: PUBLIC STREETS**

- A. All streets or other right-of-way designated for public vehicular use and County maintenance shall be designed and constructed in accordance with the adopted Road Standards of San Juan County, Utah, including adequate and required street or highway signs, cattle guards, and other necessary items, as stated in this Chapter.
- B. If, due to the size of a development, a turn lane from a State highway or road is required to access a public street or streets to be used in the development, the County shall require the

subdivider to obtain and produce for County review UDOT approval and agreement to construct or allow access.

**C. Street Types**

1. Minor (Residential) Street - a street existing or proposed which is supplementary to a collector or major street and of limited continuity which serves or is intended to serve the local needs of a neighborhood.
2. Collector Street – a street that carries traffic from minor streets to the major street system including the principal entrance streets of residential developments and the primary circulating streets within such a development.
3. Major Street - a street, existing or proposed, which serves or is intended to serve as a major traffic way and which is designated by the addressing agency as a controlled-access highway, major street, or parkway, or other equivalent terms suitable to identify streets comprising the basic structure of the regional grid system.

**D. Street Widths**

1. Unless deemed otherwise by the San Juan County Road Department, minor (residential) streets shall have a minimum right of way of 50 feet. In higher snow load areas, additional width may be required. The minimum improved width for gravel construction shall be 26 feet. The minimum improved width for paved construction shall be 24 feet.
2. The San Juan County Road Department may require streets in specified areas of the County to be paved.
3. Collector streets shall have a minimum right of way of 60 feet. The minimum improved width for gravel construction shall be 32 feet. The minimum surface width for pavement shall be 30 feet.

**E. Street Design Standards**

In addition to the San Juan County Road Department requirements, the following will also apply:

1. Before any street dedication is accepted by San Juan County as a public right of way, the street must be constructed to the improved width requirement.
2. Gravel Surfaces on public roads - A minimum of nine inch (9") compacted depth of base material must be placed on the street. Of this base material, the foundation must consist of a minimum of six inches (6") of three inches (3") or greater compactable material and the surface must consist of a minimum of three inches (3") of one inch (1") or three-quarter inch (¾") crushed gravel. This material must be accepted by the San Juan County Road Department and if deemed necessary, testing of the material and compaction may be required by an engineer. If such testing is required, this shall be done at the expense of the subdivider or developer.
3. Asphalt Surfaces on public roads – If the street is constructed to an asphalt surface, the surface depth must be a minimum of three inches (3"). Asphalt and compaction must be approved by the San Juan County Road Department and, if deemed necessary, testing of the material and compaction may be required by an engineer. If such testing is required, this shall be done at the expense of the subdivider or developer.

4. Unless deemed otherwise by the San Juan County Road Department, the minimum grade for all streets shall be one percent (1%). The maximum grade allowed for residential streets is eight percent (8%) and for collector streets is six percent (6%). Where the observance of this requirement is unfeasible, an exception may be granted. Streets should be leveled, when possible, to a grade of less than four percent (4%) for a distance of at least fifty feet (50') approaching all intersections.
5. Whenever possible, streets shall intersect at right angles. When streets meet at acute angles, a reasonable radius will be required.
6. Dead-end streets in excess of one hundred fifty feet (150') in length shall be provided with an approved area for turning around emergency and other apparatus through use of a cul-de-sac with a minimum radius of ninety-six feet (96'), a one hundred and twenty foot (120') hammerhead configuration or an acceptable alternative to a hammerhead. Dead-end streets should not exceed five hundred feet (500') in length.
7. No more than four (4) streets shall enter an intersection.
8. Vertical curves shall be used at all changes of grade exceeding one percent (1%). Horizontal curves shall be required if street lines deflect more than five degrees (5°). The minimum centerline radius for residential streets shall be one hundred fifty feet (150'). Collector streets shall be three hundred feet (300').
9. Curb and gutter – The minimum improved widths of streets that have curb and gutter shall be forty feet (40') on residential streets and fifty feet (50') for collector streets. All measurements are from the back of the curb to the back of the curb.
10. Cattle guards – Any cattle guards required or installed shall be in compliance with the state cattle guard policies and shall be of a width and construction approved by the San Juan County Road Department.
11. Gates – No gates, whether locked or unlocked, shall be allowed on any roads or streets accepted by the County unless allowed by the San Juan County Road Department.
12. Public Streets – All roads or streets dedicated and accepted by the County are considered public roads and access by the public cannot be interfered with by the subdivider or future owners of any of the lots within the subdivision.
13. New Streets – When a Planned Unit Development exceeds density limitations, San Juan County may require the subdivider to pave roads within the development to the minimum standards listed above.
14. Road Signs – road signs shall be provided for all public rights of way at the expense of the subdivider/developer. The subdivider shall provide and install any required signs on roads or streets as required by the Manual of Uniform Traffic Control Devices and by the San Juan County Road Department. Road signs may be placed by the San Juan County Road Department if the subdivider/developer reimburses the county consistent with the fee schedule ordinance.
15. All streets will comply with the Utah State Codes and San Juan County Addressing Standards Ordinance (see Chapter 15).

**Section 6: PRIVATE ROADS**

Private roads must allow reliable vehicular access, including use for fire engines and ambulances, delivery of goods and services, and the installation and service of utilities. All private roads must sign a Road Maintenance Agreement with the County Road Department. Private roads must uphold all applicable fire and building codes and current county road standards. Private roads not appearing as public roads or right of ways on the County Roads Map shall not be accepted or recognized as public roads except as explicitly approved by the Board of County Commissioners or other operation of law.

**Section 7: PUBLIC EASEMENTS**

- A. Easements for utilities such as poles, wires, conduits, gas lines, water lines, etc. shall be located at the rear of all lots whenever possible. The width shall be a minimum of fifteen feet (15'), which can be divided between adjoining lots. Utility easements may be required for lot sides and fronts.
- B. If lot front utility easements are required, a minimum of fifteen feet (15') shall be allocated. All easements shall be designed so as to provide efficient installation of utilities.
- C. If front line easements are required and are within the right-of-way of any road or street, sufficient and proper compaction of any underground lines shall be required. Testing of compaction shall be at the expense of the subdivider.
- D. All utilities shall be constructed in compliance with all of the required building codes covering such installation.

**Section 8: ACCESSORY DWELLING UNIT (ADU) REGULATIONS**

Accessory Dwelling Unit (ADU) density standards are as follows for the zones in which they are allowed:

	<b>R</b>	<b>AG</b>	<b>HC</b>	<b>CC</b>	<b>MU</b>	<b>I</b>	<b>REC</b>
ADU Density Standards	1 ADU per lot	1 ADU per lot	Not Permitted	1 ADU per lot	1 ADU per lot	Not Permitted	1 ADU per lot

**Section 9: MOBILE HOMES**

San Juan County prohibits the placement or relocation of any pre-HUD-code manufactured (mobile) homes, built prior to the MHCSS, 24 CFR 3280, which became effective on June 15, 1976, anywhere within the County. (See NCCBCS/ANSI A225.1, Annex D)

**Section 10: MANUFACTURED HOMES**

- A. Manufactured homes shall:
  1. Utilize non-reflective siding materials (i.e. wood, stucco, adobe, brick, or stone or material that looks like wood, stucco, adobe, brick, or stone);
  2. Be placed on a concrete slab-on-grade or concrete perimeter foundation;
  3. Have a minimum 24-foot horizontal wall dimension on at least 2 non-opposing sides;

4. Be skirted with a material or product specifically designed for the skirting of such homes that is maintained so as not to provide a harborage for animals or create a fire hazard;
  5. Have running gear, tongues, axles, and wheels removed from the manufactured home at the time of installation;
  6. Be permanently attached to a foundation:
    - a) Anchors and tie-downs, such as cast-in place concrete “dead-men”, eyelets embedded in concrete slabs or runways, screw augers, arrowhead anchors, or other devices shall be used to stabilize the manufactured home;
    - b) All masonry piers and walls shall have mortared bed and head joints (concrete piers, mortared piers, or commercially available steel manufactured house jacks are preferred); and
    - c) Homes shall not be supported with dry-stacked CMU block, wood blocks, or any other dry stacked materials;
  7. Have a minimum finished floor elevation at least 24 inches above the exterior finish grade, as measured at the main entrance into the dwelling; and
  8. Comply with current building code requirements, the standards of this ordinance, and in accordance with the current HUD permanent Foundations Guide for Manufactured Housing (as published by the U.S. Department of Housing and Urban Development).
- B. Only one manufactured home is allowed per designated lot.
- C. Once a manufactured has been permanently attached to its foundation, the property owner must file an Affidavit of Mobile Home Affixture with the County Recorder.

#### **Section 11: LONG TERM RV DWELLINGS**

- A. Long term RV dwellings shall:
1. Unless located in an RV Park, be limited to two units per lot on a minimum of a 1 acre lot size, or one unit on a minimum half-acre lot size;
  2. Must be connected to approved sanitary sewer or septic system as approved by the San Juan County Health Department;
  3. Must have current registered plates with the Utah Department of Motor Vehicles;
  4. RV's are not allowed as short term rentals; and
  5. Shall not be rented in the Residential (R) Zone.

#### **Section 12: HOME OCCUPATION USES-PROHIBITION(S)**

Home occupations are permitted except that no home occupation may constitute a nuisance, alter the primary use of the dwelling from its purpose as a residential dwelling, or alter the primary use to any other use. All home occupations must comply with any required licensing.

#### **Section 13: FENCING STANDARDS**

- A. All fencing shall comply with the San Juan County Fence Out Ordinance.
- B. No fence in the Residential Zone shall exceed six feet in height for a backyard, or four feet in height for a front yard. Backyard fencing may begin at the 25-foot front setback for interior lots.
- C. Corner lot fencing must maintain no less than a 45-degree clear view triangle at a height of no more than four feet for 75 feet from the point where the intersection of the road borders the property line. The 75 feet is measuring each direction along the property line paralleling each adjoining road. The clear view triangle must remain free of any other view obstructions exceeding four feet, including but not limited to, trees, shrubs, walls, hills, decorations, accessory buildings or structures. Only a traffic safety study provided by the San Juan County Road Department and Utah Department of Transportation, if applicable, may be submitted in requesting a variance from this requirement.

## **CHAPTER 8**

### **PLANNED UNIT DEVELOPMENTS (PUD)**

#### **Section 1: PURPOSE**

The purpose of the planned unit development (PUD) is to allow diversification in the relationship of various uses and structures to their sites, and to permit more flexibility in the use of such sites. The application of planned unit concepts is intended to encourage good neighborhood, housing, and area design, thus ensuring substantial compliance with the intent of the zone regulations and other provisions of this LUDMO relating to the public health, safety, and general welfare, and at the same time securing the advantages of large-scale site planning for residential, commercial or industrial developments, or combinations thereof.

- A. It is the intent of this Chapter that site and building plans for a planned unit development shall be prepared by a designer or team of designers having professional competence in urban planning as proposed in the application. The Planning Commission may require the applicant to engage such a qualified designer or design team.
- B. It is not the intent of this section that control of a PUD by the County is so rigidly exercised that individual initiative be stifled and substantial additional expense incurred; rather, it is the intent of this Section that the control exercised be the minimum necessary to achieve the purpose of this Chapter.

#### **Section 2: DEFINITION**

Planned unit development, for the purposes of this chapter, shall mean an integrated design for development of residential, commercial, or industrial uses, or combinations of such uses in which one or more of the regulations, other than use regulations of the zone in which the development is to be situated, is waived or varied to allow flexibility and initiative in site and building design and location in accordance with an approved plan and imposed general requirements as specified in this Chapter.

#### **Section 3: PLANNED UNIT DEVELOPMENT PERMITTED**



Planned unit developments may be allowed in any zone. No such planned unit development shall be granted unless such development meets the use limitations of the zone in which it is located and meet the density and other limitations of such zones, except as such requirements may be lawfully modified as provided by this Chapter or by zoning regulations. Compliance with the regulations of this chapter in no sense excuses the developer from the applicable requirements of the subdivision requirements, except as modifications thereof are specifically authorized in the approval of the application for the planned unit development.

#### **Section 4: REQUIRED CONDITIONS**

- A. No planned unit development shall have an area less than that approved by the Planning Commission as adequate for the proposed development. Any development less than 5 acres will not be considered. A Planned Unit Development is 15 or more lots in a single subdivision.
- B. Except as otherwise provided in this Chapter, a planned unit development which will contain uses not permitted in the zone in which it is to be located will require a change of zoning, except that any residential use shall be considered a permitted use in a planned unit development without need of a zone change and that residential use shall be governed by density, design, and other requirements of the planned unit development permit.
- C. The development shall be in single or corporate ownership at the time of application, or if not an application must be filed jointly by all owners of the property.
- D. Structures and open spaces shall be arranged within the site development plan as necessary to assure that adjacent properties will not be adversely affected.
  - 1. Density or land use intensity shall be determined as appropriate by the Planning Commission and accepted by the County Commission through the subdivision approval process and the Development Agreement.
  - 2. Lot area, width, yard, height, density, and coverage regulations shall be determined by approval of the site development plan.
- E. Preservation, maintenance, and ownership of required open spaces within the development shall be accomplished by one or more of the following:
  - 1. Dedication of the land as a public park or parkway system.
  - 2. Granting to the County a permanent, open space easement on and over the said private open spaces to guarantee that the open space remain perpetually in recreational use, with ownership and maintenance being the responsibility of an Owners Association established with articles of association and bylaws that are satisfactory to the County; or
  - 3. Complying with the provisions of the Condominium Ownership Act of 1963, Title 57, Chapter 8, Utah Code Annotated, 1953, as amended, which provides for the payment of common expenses for the upkeep of the common areas and facilities.
- F. Landscaping, fencing, and screening related to the several uses within the site and as a means of integrating the proposed development into its surroundings shall be planned and presented in the required site plan.

- G. The size, location, design, and nature of signs, if any, and the intensity and direction of area lighting or floodlighting shall be detailed in the application.
- H. A grading and drainage plan shall be included with the application.
- I. A planting plan showing proposed tree and shrubbery plantings shall be prepared for the entire site to be developed and included with the application.

#### **Section 5: GENERAL SITE PLAN**

- A. A PUD application shall include a general site plan showing, in addition to the information required by other Sections of this Chapter:
  1. The use or uses, dimensions, sketch elevations, and locations of proposed structures;
  2. Dimensions and locations of areas to be reserved and developed for vehicular and pedestrian circulation, parking, public uses such as schools and playgrounds landscaping and other open spaces;
  3. Architectural drawings and sketches outlining the general design and character of the proposed uses and the physical relationship of the uses;
  4. Such other pertinent information, including residential density, coverage, open space characteristics, shall be included as may be necessary to make a determination that the contemplated arrangement of buildings and uses makes it desirable to apply regulations and requirements differing from those ordinarily applicable under this LUDMO; and
  5. A preliminary subdivision plat for at least the first phase of the PUD that complies with the requirements for such a plat. Subsequent phases will be considered with the submission of a preliminary subdivision plat and considered using the subdivision approval process set forth in this LUDMO. The subdivision application shall comply with the requirements for subdivision plat approval.

#### **Section 6: PROCEDURE FOR APPROVAL**

- A. The process for approving a PUD is the same as for approving a subdivision plat constituting:
  1. A complete Development Agreement
  2. A Master Site Plan
  3. Preliminary Plat (first phase if in a multi-phase development)
- B. In addition to the conditions available in the subdivision plat approval process, the following conditions (among others deemed appropriate) may be required of the PUD applicant:
  1. That the applicant demonstrates that it is financially able to see the proposed project through to completion;
  2. That the applicant agrees to start construction within one year of the approval of the PUD and any necessary zoning change, and intends to complete said construction, or approved stages thereof, within four years from the date construction begins; and

3. That the development be planned as one complex land use rather than as an aggregation of individual and unrelated buildings and uses.

#### **Section 7: CONSTRUCTION CONFORMANCE**

- A. Upon approval of a PUD, construction shall proceed only in accordance with the plans and specifications approved, and in conformity with any conditions attached to its approval.
- B. Amendments to approved plans and specifications for a PUD shall be obtained only by following the procedures here outlined for the initial approval.
- C. The Building Inspector shall not issue any permit for any proposed building, structure, or use within the project unless such building, structure, or use is in accordance with the approved site plan, subdivision plat, and with any conditions imposed in conjunction with their approval.

#### **Section 8: DEVELOPMENT AGREEMENT**

- A. PUDs require a development agreement between the County and the developer. The development agreement is required prior to final PUD approval and shall be recorded with the PUD.
- B. A development agreement is specific to the particular PUD for which it is adopted but generally should address:
  1. Vesting date
  2. Legal description
  3. Conditions of approval
  4. Public improvements
  5. Completion dates, particularly for recreational facilities and amenities
  6. Approved architectural renderings, landscape plans, and trail plans for common areas
  7. Moderate income housing requirements
  8. Maintenance obligations for open space, common areas, trails, private roads, detention basins or ponds, retention areas, and private or community amenities
  9. Density and the total ERUs granted
  10. Phasing
- C. Unless otherwise agreed in the development agreement and indicated in the approval or on the plat, the developer is required to maintain common areas, trails, private roads, detention basins or ponds, or common community amenities until the maintenance obligations are transferred to the homeowners' association.
  1. Developer is required to organize a homeowners' association to undertake the ongoing maintenance obligations, if any;
  2. Developer must provide all legal documentation necessary for such entity, including a binding agreement to provide continued maintenance;
  3. It shall be a term of the development agreement that in the event the developer fails to create a homeowners' association, and maintenance is not otherwise provided for, the individual lot owners in the subdivision shall share the obligation to maintain

common areas, trails, private roads, detention basins or ponds, or common community amenities.

4. It shall be a term of the development agreement that in the event the developer, the homeowners' association, and the individual property owners fail to maintain the common areas, trails, private roads, detention basins or ponds, or common community amenities, the County may (but is not obligated to) maintain them. The market value of the cost of that maintenance shall constitute a valid lien on the subdivision property, including the subdivision lots, on a parity with and collected at the same time and in the same manner as general county taxes that are a lien on the subdivision property.

D. It is anticipated that the developer will transfer certain maintenance obligations to the homeowners' association. The development agreement shall specify that the homeowners' association shall be a nonprofit corporation formed in accordance with the state and federal law. It shall further specify that the association shall have the authority to impose fees sufficient to perform the maintenance obligations transferred to it.

E. In the event the developer transfers the developer's maintenance obligations to the homeowners' association, the development agreement shall provide that the developer shall do so by written transfer agreement between the developer and the acting homeowners' association president. The development agreement shall require the developer to ensure that the maintenance obligations of the homeowners' association are adequately funded and kept up to date when the developer loses majority control of the homeowners' association by ensuring that the association has adequate reserve funds pursuant to the standards of the Community Association Act, Utah Code Title 57, Chapter 8a, and as hereafter amended.

F. The County may not enter into a development agreement unless the agreement includes a clause limiting the developer to a claim of specific performance in case of alleged breach and prohibiting awards of damages or legal expenses, including attorney fees, against the County.

G. These provisions regarding development agreements are supplemental to those found in Utah Code section 17-27a-528 and as hereafter amended.

## **CHAPTER 9 ZONE DESIGNATIONS**

### **Section 1: CREATION OF ZONES**

In order to accomplish the LUDMO's purposes, San Juan County hereby divides its unincorporated areas into zones to implement the County's general and area plans as hereinafter set forth. In the preparation of the LUDMO, due and careful consideration was given, among other things, to the current San Juan County General Plan, current zoning, historic use, the relative quantities of the land needed for particular uses and the suitability of such uses, existing and probable future conditions within the County, and the character of each of the several zones with a view to conserving property values, encouraging the most appropriate use of land throughout the County, providing for the County's health, safety, and welfare, and to promote the other purposes established by state law.

Where any zoning designation covers land within the County’s boundaries within State, tribal, or federal jurisdiction, such zoning shall apply only if the State, tribe, or federal government voluntarily accedes to the zoning or when such land is annexed into the County, becomes privately owned, or otherwise becomes subject to the County’s land use jurisdiction it shall be deemed to be zoned as the same as the nearest geographic zone.

**Section 2: ZONING MAPS**

A. **Zoning Maps** - The current official zoning map for San Juan County is the most recent zoning map, as it may be amended, approved by the San Juan County Commission and signed by the chairperson thereof. Zoning maps show the County divided into zones. The current official zoning map, as it may be amended, will be posted on the County’s website and will be posted for inspection at the San Juan County Planning & Building Department during business hours. The currentness of the posted zoning maps will be assured by the San Juan County Planning Administrator. The current official zoning map and boundaries, notations, references, and other information shown thereon shall be as much a part of this LUDMO as if the information and matters set forth by the map were fully described herein. If the current official zoning map is amended or a new zoning map is adopted, the county Planning Administrator shall retain a digital copy of the previous zoning map.

B. **Current Controlling Map** - Regardless of the existence of purported copies of the current official zoning map, which may from time to time be made, amended, or published, the current official zoning map posted on the County’s website and at the San Juan County Planning & Building Department shall be the final authority as to the current status of zoning.

C. **Uncertainty of Zone Line** - Where uncertainty exists with respect to the exact boundary of a zone, the following rules shall apply:

- 1. Where the uncertain boundary on the current official zoning map appears to be approximately a street or alley line, the centerline of the street or alley shall be construed to be the zone boundary;
- 2. Where the uncertain boundary appears to be approximately a lot or parcel line, the lot or parcel line shall be construed to be the zone boundary; and
- 3. Where the uncertain boundary appears to be a canal, ditch, or river, the centerline of the canal, ditch, or river shall be construed as the zone boundary.

**CHAPTER 9A  
RESIDENTIAL ZONE (R)**

**Section 1: BOUNDARIES**

The boundaries of the Residential (R) Zone of San Juan County are designated by the current official zoning map and are incorporated by this reference.

**Section 2: PURPOSE**

The R Zone is a zone wherein residential uses are prioritized over all other uses. Any tangential use or accessory building in the zone is scrutinized against the zone's primary purpose for residential dwellings.

### **Section 3: USES**

The R Zone uses are those corresponding uses listed in the Use Table. Uses not specifically listed in the table as permitted or allowed as a conditional use are prohibited.

### **Section 4: LOT STANDARDS**

Lot Restrictions include:

- A. One primary dwelling per lot.
- B. The minimum spacing between a dwelling and any accessory buildings shall be 16 feet, with an additional 8 feet per story of the highest building for multiple story buildings.

### **Section 5: PUBLIC WATER & SANITARY SEWER SYSTEMS**

If all or part of a proposed development is within the service area of an approved public water and/or sanitary sewer system, then the applicant must obtain a written certification from the public water service provider stating that it is able to, and will, provide an adequate supply of drinking water with adequate quantity, quality and sufficient pressure to meet the needs of the proposed development based on the projected water usage of the development. Individual or common wells or other private water systems and sanitary sewer or septic systems will be considered only when the development's boundary is outside the service area of an approved public water system able to serve the development.

## **CHAPTER 9B AGRICULTURAL ZONE (AG)**

### **Section 1: BOUNDARIES**

The boundaries of the Agricultural (AG) Zone of San Juan County are designated by the current official zoning map and are incorporated by this reference.

### **Section 2: PURPOSE**

The AG Zone is a zone wherein agricultural and rural uses are prioritized over all other uses. Any tangential use or accessory building in the zone is scrutinized against the zone's primary purpose. Agricultural Industry or Businesses, as defined, are to be located in areas to avoid the creation of nuisance to neighboring zones.

### **Section 3: USES**

The AG Zone uses are those corresponding uses listed in the Use Table. Uses not specifically listed in the table as permitted or allowed as a conditional use are prohibited.

#### **Section 4: PUBLIC WATER & SANITARY SEWER SYSTEMS**

If all or part of a proposed development is within the service area of an approved public water and/or sanitary sewer system, then the applicant must obtain a written certification from the public water service provider stating that it is able to, and will, provide an adequate supply of drinking water with adequate quantity, quality and sufficient pressure to meet the needs of the proposed development based on the projected water usage of the development. Individual or common wells or other private water systems and sanitary sewer or septic systems will be considered only when the development's boundary is outside the service area of an approved public water system able to serve the development.

### **CHAPTER 9C HIGHWAY COMMERCIAL ZONE (HC)**

#### **Section 1: BOUNDARIES**

The boundaries of the Highway Commercial (HC) Zone of San Juan County are designated by the current official zoning map and are incorporated by this reference.

#### **Section 2: PURPOSE**

A zone bordering highways and main thoroughfares in San Juan County General Plan where commercial uses are permitted consistent with the goals of the area plan. Specific uses should include establishments offering goods and services to the traveling public, non-pedestrian-oriented retail, wholesale, service and repair activities that do not create unattractive, congested, or unsafe highway conditions with access provided primarily linked to the main thoroughfare with UDOT-approved access. The zone also seeks to protect, once developed, the travel corridor(s), encourage highway safety, reduce sprawl, and prevent overflow crowding of neighboring zones.

#### **Section 3: USES**

The HC Zone uses are those corresponding uses listed in the Use Table. Uses not specifically listed in the table as permitted or allowed as a conditional use are prohibited.

#### **Section 4: LOT STANDARDS**

All development in the HC Zone shall generally allow for a variety of uses and building types while maintaining the overall character of a highway commercial zone. This approach promotes better site layout and development relationships that match existing and proposed infrastructure investments.

A. **Access** - All Highway Commercial uses must have legal access to the adjoining highway, and comply with any conditional terms accounting for clustering, public safety, protection of the travel corridor, UDOT permissions/easements, and any other legal requirements.

B. **Height Restrictions** - No buildings erected in the HC zone shall be erected within 50 feet of an existing Residential Zone boundary. Buildings erected in the HC Zone within 100 feet of a Residential Zone boundary shall not exceed the corresponding Residential Zone height limitations.

## **Section 5: PUBLIC WATER & SANITARY SEWER SYSTEMS**

If all or part of a proposed development is within the service area of an approved public water and/or sanitary sewer system, then the applicant must obtain a written certification from the public water service provider stating that it is able to, and will, provide an adequate supply of drinking water with adequate quantity, quality and sufficient pressure to meet the needs of the proposed development based on the projected water usage of the development. Individual or common wells or other private water systems and sanitary sewer or septic systems will be considered only when the development's boundary is outside the service area of an approved public water system able to serve the development.

## **CHAPTER 9D COMMUNITY COMMERCIAL ZONE (CC)**

### **Section 1: BOUNDARIES**

The boundaries of the Community Commercial (CC) Zone of San Juan County are designated by the current official zoning map and are incorporated by this reference.

### **Section 2: PURPOSE**

The CC Zone is for commercial use consistent with the goals of the San Juan County General Plan. The zone is intended to have commercial building sizes smaller than the HC Zone and to be designed for less vehicle traffic and less traffic impact on the zone's roads and those of the neighboring zones than the HC Zone. It should also encourage walkability.

### **Section 3: USES**

The CC Zone uses are those corresponding uses listed in the Use Table. Uses not specifically listed in the table as permitted or allowed as a conditional use are prohibited.

### **Section 4: LOT STANDARDS**



All development in the CC Zone shall generally allow for a variety of uses and building types while maintaining the overall character of a community commercial zone. This approach promotes better site layout and development relationships that match existing and proposed infrastructure investments.

A. **Height Restrictions** - No height variances will be permitted in the CC Zone within 100 feet of a Residential Zone boundary.

B. **Building Size Restrictions**

1. Buildings larger than a 10,000 square feet footprint are prohibited in the CC Zone.
2. Buildings larger than a 5,000 square feet but less than 10,000 square feet footprint are a conditional use in the CC Zone.

#### **Section 5: PUBLIC WATER & SANITARY SEWER SYSTEMS**

If all or part of a proposed development is within the service area of an approved public water and/or sanitary sewer system, then the applicant must obtain a written certification from the public water service provider stating that it is able to, and will, provide an adequate supply of drinking water with adequate quantity, quality and sufficient pressure to meet the needs of the proposed development based on the projected water usage of the development. Individual or common wells or other private water systems and sanitary sewer or septic systems will be considered only when the development's boundary is outside the service area of an approved public water system able to serve the development.

### **CHAPTER 9E MULTIPLE USE ZONE (MU)**

#### **Section 1: BOUNDARIES**

The boundaries of the Multiple Use (MU) Zone of San Juan County are designated by the current official zoning map and are incorporated by this reference.

#### **Section 2: PURPOSE**

The MU Zone is a zone wherein the land is suitable for varying and mixed uses and consistent with the San Juan County General Plan.

#### **Section 3: USES**

The MU Zone uses are those corresponding uses listed in the Use Table. Uses not specifically listed in the table as permitted or allowed as a conditional use are prohibited.

#### **Section 4: PUBLIC WATER & SANITARY SEWER SYSTEMS**

If all or part of a proposed development is within the service area of an approved public water and/or sanitary sewer system, then the applicant must obtain a written certification from the public water service provider stating that it is able to, and will, provide an adequate supply of drinking water with adequate quantity, quality and sufficient pressure to meet the needs of the proposed development based on the projected water usage of the development. Individual or common wells or other private water systems and sanitary sewer or septic systems will be considered only when the development's boundary is outside the service area of an approved public water system able to serve the development.

## **CHAPTER 9F INDUSTRIAL ZONE (I)**

### **Section 1: BOUNDARIES**

The boundaries of the Industrial (I) Zone of San Juan County are designated by the current official zoning map and are incorporated by this reference.

### **Section 2: PURPOSE**

The primary purpose of the Industrial Zone (I) is to provide an area in San Juan County General Plan for the processing, assembling, manufacturing, warehousing and storage of materials, products, and goods.

### **Section 3: USES**

The I Zone uses are those corresponding uses listed in the Use Table. Uses not specifically listed in the table as permitted or allowed as a conditional use are prohibited.

### **Section 4: SITE PLAN REQUIRED**

A. Prior to the construction of any building in the I Zone, a site plan shall be submitted and approved by the Planning & Building Department. Site plans shall be drawn to scale and shall include the following information at a minimum:

1. The location of all existing and proposed buildings and structures on the site, with full dimensions showing distances between buildings and distances from buildings to adjacent property lines;
2. A landscaping plan showing the location, types, and initial sizes of all planting materials to be used, together with the location of fences, walls, hedges, and decorative materials;
3. Preliminary elevations of main buildings showing the general appearance and type of external materials to be used;
4. Parking lot layout;
5. Solid waste storage location;
6. Site lighting;

7. Neighboring zones;
8. Irrigation plan;
9. Utility plan;
10. Water resources plan;
11. Sewer plan; and
12. Stormwater control plan.

#### **Section 5: PARKING, LOADING, AND ACCESS**

Each use shall provide approved parking sufficient for the use according to Chapter 17, as well as safe and adequate pedestrian access to the building. All loading and unloading must be done in the area designated as part of the site plan approval.

#### **Section 6: OTHER REQUIREMENTS**

Inasmuch as the I Zone is usually in proximity to a major highway, the following standards with respect to the appearance and maintenance of buildings and premises must be adhered to in the construction and maintenance of the buildings and grounds within the Zone:

- A. **Landscaping** - Any portion of the lot or parcel not included in the structure or parking areas must be appropriately landscaped. The front landscape strip shall be a minimum of 20 feet on any side adjacent to a public road. A minimum of 10% of the overall site shall be landscaped.
- B. **Refuse and Debris** - The entire site shall be kept free from refuse, debris, and waste material. All such refuse, garbage, debris, and waste material shall be kept in approved containers and stored within a building or enclosed within a sight-obscuring fence, wall, or screen of not less than six feet in height. Such containers shall not be located within the required front setback.
- C. **Storage** - All storage, except loading and unloading, shall be enclosed within a building, or if approved as a conditional use, contained within an area that is enclosed with a sight-obscuring fence at least six feet but no more than eight feet in height. Storage shall not be permitted to protrude above the sight-obscuring fence.
- D. **Maintenance** - All signs, structures, parking areas, landscaping, or other portions of the development that are visible from either an adjoining residential use or from a major public street or highway shall be kept in good repair and maintenance at all times. Failure to do so may be grounds for refusal to renew any permit or business license.
- E. **Signs** - Any signs or other form of advertising must comply with the sign provisions of Chapter 16.
- F. **Buildings** - Metal buildings may be allowed in this zone. All metal buildings shall have vertical walls and shall be painted with neutral colors.
- G. Where applicable, the applicant must have approval from the San Juan County Health Department of all uses and site plans.

#### **Section 7: ALL PERMITS REQUIRED- NUISANCE**

All industrial uses shall comply with the necessary permitting or licensing processes of all regulating agencies: local, state, and federal. Failure to obtain or abide by required permitting and licensing is a public nuisance and is subject to enforcement action and any additional remedies under state and federal law.

**CHAPTER 9G  
RECREATIONAL SUPPORT ZONE (REC)**

**Section 1: BOUNDARIES**

The boundaries of the Recreational Support (REC) Zone of San Juan County are designated by the current official zoning map and are incorporated by this reference.

**Section 2: PURPOSE**

The REC Zone allows recreational support uses in areas near national and state parks and recreation areas, major water ways, and boat landings. Any proposed secondary use or accessory building in the zone must not interfere with the zone’s primary purpose to support recreational use. The REC Zone provides opportunities for lodging, resorts, small retail, outfitters, entertainment, and similar commerce that supports the recreation needs within the zone.

**Section 3: USES**

The REC Zone uses are those corresponding uses listed in the Use Table. Uses not specifically listed in the table as permitted or allowed as a conditional use are prohibited.

**Section 4: LOT STANDARDS**

- A. Only one primary dwelling is allowed per lot or parcel.

**Section 5: PUBLIC WATER & SANITARY SEWER SYSTEMS**

If all or part of a proposed development is within the service area of an approved public water and/or sanitary sewer system, then the applicant must obtain a written certification from the public water service provider stating that it is able to, and will, provide an adequate supply of drinking water with adequate quantity, quality and sufficient pressure to meet the needs of the proposed development based on the projected water usage of the development. Individual or common wells or other private water systems and sanitary sewer or septic systems will be considered only when the development’s boundary is outside the service area of an approved public water system able to serve the development.

**CHAPTER 10**

## ZONING AMENDMENTS

### Section 1: PROCEDURE TO AMEND LUDMO OR ZONING MAP

A. **Application** – This LUDMO, including the current official zoning map, may be amended by the San Juan County Commission in accordance with the requirements of the County Land Use, Development, and Management Act (CLUDMA).

1. The San Juan County Commission or the Planning Commission can at any time recommend an amendment to this LUDMO or the current official zoning map through a motion directing the Planning Administrator to prepare a proposed LUDMO or zoning map amendment. The process for considering and approving the amendment shall be that described in Subsections (B) and (C).
2. Any other person seeking an amendment to this LUDMO or the current official zoning map shall submit to the San Juan County Planning & Building Department a written request containing the following information:
  - a) Designation of the specific zone change or LUDMO amendment desired;
  - b) The reason and justification for such zone change or LUDMO amendment, and a statement setting forth the manner in which the proposed zone change or LUDMO amendment would further promote the objectives of the San Juan County General Plan and the purposes of this LUDMO;
  - c) A complete and accurate legal description of the area proposed to be rezoned or a draft of the proposed LUDMO amendment;
  - d) For zone changes, a map, drawn to scale, showing all areas to be included within the proposed rezoning, designating the present zoning of the property and of all properties immediately adjacent thereto;
  - e) For zone changes, a slope map showing categories of slopes at 0 to 10%, 11 to 20%, 21 to 30%. and over 30%; and
  - f) The filing fee as established by this LUDMO through the current year's approved Fee Schedule. The Planning Administrator, the County Chief Administrator, county department heads, and the San Juan County Commission are exempt from paying the filing fee.
3. Unless otherwise provided, all approved zone changes shall become effective 14 days after approval and the current official zoning map will be immediately updated to reflect the change. Until the current official zoning map is updated, the passed ordinance shall be posted on the County website and at the San Juan County Planning & Building Department in the same location as the current official zoning map.

Other properly submitted requests to amend this LUDMO may be considered at any time.

B. **Planning Commission Public Hearing** – After providing any notices required under the Utah Code and this LUDMO, the Planning Commission shall hold a public hearing on any properly requested zone change or LUDMO amendment. The Planning Commission shall also consider any written comments received from County residents and from adjoining landowners who may reside outside the County before the meeting at which a vote is taken on the requested zone change or LUDMO amendment. The Planning Commission shall recommend to the County Commission approval with or without amendments or denial. The Planning

Commission may in its discretion continue the matter after the public hearing, including to allow for further hearings, consideration, investigation, and revisions. When making its recommendation, the Planning Commission shall make detailed findings supporting each element of its analysis. The Planning Commission shall forward to the San Juan County Commission with its recommendation its findings and any written comments received before the meeting at which the vote was taken.

C. **County Commission Public Hearing** – After providing any notices required under the Utah Code, the County Commission shall, after receiving the Planning Commission’s recommendation, hold a public hearing to consider the proposed zone change for LUDMO amendment, including whether it is in the interest of the public and is consistent with the goals and policies of the San Juan County San Juan County General Plan. The legislative body may accept the Planning Commission recommendation, modify it, deny the application, continue, or remand the matter. The County Commission shall make detailed findings supporting each element of its analysis.

## **Section 2: ADHERENCE TO SAN JUAN COUNTY GENERAL PLAN AND HOUSING**

It is the intent of this LUDMO to adhere to the goals and development strategies as stated in the San Juan County San Juan County General Plan. A zone change or LUDMO amendment should be made to benefit the County and its residents, including the need for low income / moderate income housing throughout the County.

## **CHAPTER 11 CONDITIONAL USES**

### **Section 1: PURPOSE**

Although each zone has permitted land uses that are generally compatible, other land uses are more intensive and produce special impacts that can be made compatible only through conditional regulation. If properly and carefully planned, these conditional uses may become harmonious and appropriate.

### **Section 2: PROCEDURE**

A. The Planning Commission may, where authorized and subject to the procedures and standards set forth in this Chapter, consider and conditionally grant or deny an application for a conditional use permit. The Planning Commission may adopt an approved application form to be used. There is no presumption of approval for any conditional use, regardless of any table or listing of uses found in this LUDMO or otherwise created by the County.

B. Upon the receipt of a conditional use application, the Planning Administrator shall, within a reasonable time, review the proposed conditional use request, ensure it is complete (including that the required fees have been paid), follow the notice requirements of this Chapter, and submit a staff report to the Planning Commission attaching any written objections received with recommendations from the Planning Administrator.

C. The staff report should include a recommendation for approval or denial and suggest reasonable conditions that should be adopted if the permit is approved to mitigate all reasonably anticipated detrimental effects of the proposed use in accordance with the standards set forth in this Chapter. If the Planning Administrator concludes that no reasonable condition would adequately mitigate a reasonably anticipated detrimental effect of the proposed use, the Planning Administrator shall recommend denial of the conditional use permit.

D. Each conditional use permit the Planning Commission approves shall contain: (1) a permit number assigned to the permit approval, (2) a clear list of the conditions imposed, (3) the date the conditional use is approved, and (4) an expiration date. The approved conditional use permit shall be recorded on the parcel for which it was approved.

### **Section 3: MINIMUM CONDITIONAL USE PERMIT APPLICATION REQUIREMENTS**

A. An applicant shall submit a completed conditional use permit application containing at least the following information. If items listed are determined to be unnecessary in a specific circumstance, the Planning Administrator may waive the requirement. Conversely, if additional information is needed in a specific circumstance, the Planning Administrator may request reasonable additional information. For certain conditional uses specified in the following chapters, additional information may be required. Otherwise, the minimum requirements for a conditional use application are:

1. A site plan showing the existing ground conditions, including terrain, drainage, any existing buildings, and other site conditions prior to any demolition or grading, and showing the north arrow and scale;
2. A plan identifying the subject site in relation to adjoining public streets, residential uses, and the surrounding adjacent properties in which it is located with north arrow and scale;
3. The boundaries of the site, and any easements of record or known prescriptive easements;
4. Topography with contours shown at intervals of not more than two feet (2');
5. Vegetation type and location;
6. Soil type and load carrying capacity information;
7. One hundred (100) year floodplain and high groundwater areas, known spring and seep areas, and ditches or canals;
8. All existing roads, fences, irrigation ditches, and drainage facilities;
9. Location of public utility facilities and easements;
10. Site plan of the proposed conditional use, showing building locations and proposed landscaping;
11. Proposed road locations and other circulation features;
12. Proposed finished grade;
13. Proposed drainage, drainage works, retaining walls, and erosion control plans;
14. Proposed location of all site improvements, such as plazas, tennis courts, pools, or similar improvements;
15. Proposed easements for new utility services or relocated utility services;

16. Designations by proposed ownership of areas shown on site plan as being part of a condominium unit, common area, or dedicated open space;
17. General architectural concept elevation profile drawings of proposed buildings;
18. Lighting and signage plans;
19. View-shed analysis or photo simulations;
20. A preliminary title report showing title to the property vested in the applicant, the encumbrances, covenants, easements and other matters affecting the title, and a legal description of the site, with attached copies of any covenants or easements mentioned in the title report;
21. A development schedule indicating phased development, if any, and the estimated completion date for the project;
22. A general description of the project, the prospective tenants or occupants, whether condominium ownership, timeshare ownership, or nightly rental uses are proposed, and the proposed property management structure for any timeshare or nightly rentals;
23. Proposed location of any satellite receiving stations; and
24. Other information as may be reasonably useful or necessary for the meaningful review of the project, as requested by the planning staff.

#### **Section 4: PUBLIC HEARING PROCEDURE FOR CONDITIONAL USE PERMITS**

Upon considering an application for a conditional use permit, the Planning Commission may decide to hold a public hearing on the application. If the Planning Commission decides to hold a public hearing, the Planning Administrator shall ensure that the hearing is scheduled for the next available Planning Commission meeting and properly noticed.

- A. If held, the public hearing shall be conducted in the following order:
  1. Presentation of the application by staff;
  2. Statement from the applicant;
  3. Statement(s) from the public;
  4. Response from the applicant; and
  5. Questions directed to the applicant from the Planning Commission.

#### **Section 5: GENERAL STANDARDS AND FINDINGS REQUIRED**

A. These standards shall be in addition to any standards set forth in this LUDMO for the zone wherein the proposed conditional use will be established or the specific conditional uses addressed in the following chapters. If there is a conflict between these standards and those set forth for the appropriate zone or conditional use, the more specific standard controls. The County shall not issue a conditional use permit unless the Planning Commission finds or requires, as applicable:

1. The proposed use otherwise complies with all requirements of this LUDMO;
2. If the proposed use is related to a business, the business shall maintain a business license;



3. The use will be harmonious, or will be made so by the imposition of appropriate conditions, with adjacent structures in use, location, scale, mass, design, and traffic patterns;
4. The reasonably anticipated detrimental visual or safety impacts caused by the proposed use can be and will be adequately mitigated with imposed conditions;
5. The use is consistent with the LUDMO and the current San Juan County San Juan County General Plan;
6. The reasonably anticipated detrimental effects of any planned or reasonably anticipated future expansion in use or scale can be and will be adequately mitigated through imposed conditions;
7. All reasonably anticipated detrimental effects of the proposed use's lighting, parking, location, character, traffic impact on adjacent and collector streets can be and will be adequately mitigated through imposed conditions;
8. The proposed use's reasonably anticipated detrimental effects on drainage, erosion, soil stability, wildlife, dust, odor, noise, and vibrations can be and will be adequately mitigated through imposed conditions;
9. The proposed use will not, or with adequate mitigating conditions will not, place an unreasonable financial burden on the County; and
10. The proposed use, as conditioned, will not have a reasonably anticipated detrimental effect on the health, safety, welfare; including infrastructure, roads, water, sewer, electric, fire and police, solid waste collection, etc. of the residents and visitors of San Juan County.

#### **Section 6: TRANSFERABILITY, TIME FOR PERFORMANCE, EXPIRATION, MODIFICATION**

- A. A conditional use permit is transferable with the title to the underlying property so that an applicant may convey or assign an approved project without losing the approval, so long as all conditions continue to be met. The applicant cannot transfer the permit off the site for which the approval was granted.
- B. For all conditions capable of being satisfied prior to operation or occupancy, proof of compliance shall be submitted to the Planning Administrator before occupancy or operation commences. For any conditions that can only be satisfied after occupancy, proof of compliance shall be submitted to the Planning Administrator within three months of occupancy or operation.
- C. Unless otherwise specified in the motion granting a conditional use permit, if the approved use has not started within 12 months from the approval date, the permit shall expire. Once any portion of the conditional use or any construction related thereto begins, the conditions related thereto become immediately operative and must be strictly obeyed. Upon showing evidence of substantial work toward commencing the conditional use, the Planning Commission may extend the time to commence work for another year.
- D. To amend a permit, the permittee shall follow the same process required for obtaining a permit and the other provisions of this and other applicable chapters apply as they would to an initial application..

E. The Planning Administrator, upon receiving documented substantial evidence of noncompliance and in consultation with the County Attorney, may submit a request to the Planning Commission to revoke a previously granted conditional use permit. An action to revoke a conditional use permit is considered an enforcement action, and the Planning Administrator (as the enforcement officer) may, but is not required, to follow the process outlined in Chapter 2 Section 11 before submitting such a request. If a request to revoke a conditional use permit is made, the Planning Administrator shall send written notice of the request to the permittee at the address provided to the County at least 10 days before the Planning Commission meeting at which the request will be considered. All documentary evidence that the Planning Administrator intends to provide to the Planning Commission shall be provided to the permittee at least three days before the Planning Commission meeting.

### **Section 7: REVOCATION**

If a request to revoke a conditional use permit is presented to the Planning Commission, that body shall hold a evidentiary hearing to consider evidence. The Planning Administrator and the permittee shall provide all evidence supporting or opposing the request to revoke at least 24 hours before the hearing, including any information about enforcement actions taken by the Planning Administrator before making the request to revoke. At the hearing, the Planning Administrator will provide a statement supporting revocation. The permit holder may then provide a statement opposing revocation. The Planning Commission may ask questions of both.

- A. The Planning Commission may revoke a conditional use permit only if:
1. The conditional use permit was obtained by mistake of fact, misrepresentation, or fraud; or
  2. The permittee is not complying with conditions imposed upon the conditional use permit.

## **CHAPTER 12 SPECIFIC USES TO AREA**

### **Section 1: PURPOSE**

In addition to the limitations and requirements of the zone in which they are allowed as a permitted or a conditional use, the following limitations and requirements apply to the uses specified in Chapters 12A through 12F.

## **CHAPTER 12A SHORT TERM RENTALS**

### **Section 1: PURPOSE AND GENERAL PROVISIONS**

The purpose of this is to:

- A. Create a process for the use of a dwelling as a short-term rental (STR);
- B. Address the granting, enforcement, and revocation of an STR permit;

- C. Establish that, where STRs are allowed, they shall be allowed only by a valid STR permit obtained through San Juan County Business Licenses;
- D. Establish that an STR permit will not be granted if the utility infrastructure, size limitation, setbacks, parking requirements, and all other requirements are not strictly complied with, as well as all other County, State, and federal laws;
- E. Establish regulations to safeguard public health, safety, and welfare by providing for the permitting and maintenance of an STR;
- F. Ensure that a dwelling used for an STR is operated in a manner that is safe for transient users, compatible with the community, and complies with this LUDMO; and
- G. Ensure that a short-term rental permit is granted only when that use is compatible with the surrounding neighborhood and protects the overall character of the community, mitigating the adverse effects of an STR on neighborhoods from increased noise, traffic, parking, trash, waste, and water use, as well as negative impacts.

## **Section 2: GENERAL PROVISIONS**

- A. Short-term rentals are prohibited unless explicitly allowed as a permitted use in the Use Table.
- B. The STR shall meet all LUDMO provisions, including the size limitations and setbacks for the dwelling as applicable in the zone.
- C. All STRs must also be licensed as a business by the County, and operating an STR without a current business license subjects the owner and the operator, at the County's discretion, to enforcement action, including revocation of the STR permit.
- D. All advertising in the control of owner, owner occupant, or local property manager for an STR shall include the San Juan County STR Business License number and relevant limitations (e.g. dwelling size, parking, occupancy limit (if any)), and state that "no events, parties or excessive noise are allowed."
- E. All taxes, including Transient Room Tax, shall be collected at the time of rental and remitted to San Juan County via the State of Utah. Non-compliance may, at the County's discretion, result in enforcement action, including revocation of the STR CUP.
- F. Tents, recreational vehicles (RVs), campers, or similar units that were not designed for permanent residential use are prohibited as STRs.

## **Section 3: APPLICATION PROCESS**

- A. A property owner or its agent must file a complete short term rental application to San Juan County Business Licenses and be approved for a STR with the San Juan County Planning & Building Department prior to advertising the dwelling for short term rental.
- B. A property owner or its agent seeking a permit for an STR shall also provide the following:
  - 1. The exact address, and proof of ownership of the subject lot or parcel. Any proposed permit shall be issued in the name of the property owner. If the owner is an entity, the application shall list the names, addresses, emails, and phone numbers of all of the principals and the registered agent.

2. The exact dwelling on the lot or parcel that is the subject of the application, with photographs of the dwelling's exterior sufficient to identify and distinguish it from other dwellings on the lot or parcel.
3. Proof of one graveled or paved parking stall per every two bedrooms, and photographs of the required parking stalls.
4. The site plan showing setbacks, dwelling size limitations, number of approved bedrooms, required parking stalls, pull through lane for large vehicles or trailers, and trash disposal details in compliance with San Juan County.
5. If a local property manager is proposed, the contact information and a representation that the property manager will provide constant availability during the season of the STR's operation. The local property manager shall represent that its services include arriving at the STR location within two hours of a guest, County, or emergency services request. If the local property manager is an entity, the name, address, email, and phone number of all of the entity's principals and the registered agent.
6. A letter from the San Juan County Economic Development Department confirming that it will issue a business license for the proposed STR at the subject location contingent upon approval of the permit.
7. Payment of the applicable application fee.

#### **Section 4: REQUIREMENTS**

In addition to the criteria for the applications set forth in this chapter, the following conditions apply to all permits for STRs:

- A. The STR must register with the State of Utah as a business and pay all applicable taxes, including transient room tax and applicable personal property tax;
- B. In order to preserve a residential atmosphere within the neighborhood in which it is located, the STR shall not have any outside appearance indicating a change of use from a residential use. Exterior advertising signs are not permitted, but a wayfinding sign shall be required at the San Juan County Planning & Building Department's sole discretion; and
- C. If the County finds that complaints of congested and haphazard parking have been raised by STR neighbors, and therefore there shall be a minimum of one required parking stall per approved two STR bedrooms. No parking is permitted on the public street that provides access to the STR. If the STR hosts guests with trailers or large vehicles, on-site parking and a pull-through is required.

## **CHAPTER 12B RV PARKS**

### **Section 1: PURPOSE**

To ensure that RV Park developments occur only as conditional uses and will be of such character so as to mitigate any reasonably anticipated detrimental effect on the objectives and purposes of the zones in which they are located and those contiguous to RV Park locations.

## **Section 2: LOCATION AND USE OF RV PARKS**

In zones where they are allowed, RV Parks are a conditional use only.

## **Section 3: LIMITATIONS AND REQUIREMENTS**

- A. A conditional use as an RV Park shall not be allowed unless it has septic or sewer service approved by the San Juan County Health Department and culinary water service approved by the State of Utah Division of Drinking Water and any other regulating agency.
- B. The maximum density for RV Park conditional use is nine dwellings per acre, measured in the total number of dwellings for the entire park
- C. Storm drainage improvements shall be constructed to protect residents and their property as well as adjacent property owners and their property. Such improvements shall be of sufficient capacity to ensure rapid drainage and prevent the accumulation of stagnant pools of water in or adjacent to the park.
- D. To accommodate anticipated traffic, roadways shall be designed including the following standards, unless modified by an approved planned unit development plan:
  - 1. One-way traffic: A minimum of 15 feet in width plus extra width as necessary for maneuvering mobile homes.
  - 2. Two-way traffic: A minimum of 30 feet in width.
  - 3. Access: Each RV Park shall have at least two accesses to public streets.
- E. In an RV Park, each dwelling, including any add-on, must not be located closer than 10 feet from the nearest portion of any other dwelling, including add-ons. All dwellings must be set back at least 10 feet from road curbs or walks. If an RV or mobile or modular home tongue remains attached, it shall be set back a minimum of 6 feet from road curbs or walks. All dwellings shall be set back at least 15 feet from any boundary of the RV Park.
- F. Off-street parking shall be provided at the rate of two parking spaces per dwelling-and each such parking space shall have a minimum width of 10 feet and a minimum depth of 20 feet. In no case shall a parking space be located farther than 100 feet from the dwelling it is designed to serve.
- G. RV's shall not be used as short-term rentals.

## **Section 4: RV PARKS – APPLICATIONS**

- A. In addition to the general requirements for an application for a conditional use permit, an application for a conditional use as an RV Park shall include a site plan drawn to scale no smaller than 1" to 50'-0". At least six copies of the plan shall be submitted. The plan shall show:
  - 1. When required by the Planning Administrator, the topography of the site represented by contours shown at not greater intervals than two feet;
  - 2. The proposed street and dwelling space layout;
  - 3. Proposed areas reserved for parks, playgrounds, and open spaces;
  - 4. Tabulations showing percent of area to be devoted to parks, playgrounds, and open spaces, number of dwelling spaces, and total area to be developed;

5. Proposed locations of parking spaces;
6. Generalized landscaping and utility plan, including locations of water, electricity, sewer or septic, gas lines, and fire hydrants; and
7. Any other data the Planning Administrator may require.

## **CHAPTER 12C GLAMPING RESORTS**

### **Section 1: PURPOSE**

- A. To permit development of glamping units and glamp-grounds in appropriate zones and to require that glamping accommodations will be of such character as to promote the objectives and purpose of this LUDMO;
- B. To protect the integrity and character of the zones and property contiguous to or near glamp-grounds;
- C. To protect other uses contiguous to or near glamp-grounds; and
- D. To regulate glamping to a standard protecting public health.

### **Section 2: LIMITATIONS AND REQUIREMENTS**

- A. In addition to other applicable requirements in this LUDMO, all glamping units must comply with the following requirements:
  1. Access road and property line setbacks shall be: front, 25 feet; side and rear 15 feet.
  2. Minimum lot size per glamping unit area is 2,000 sq. ft.
  3. Canvas wall structures shall be located not less than 25 feet from the individual glamping unit boundary.
  4. Platforms shall be engineered and shall comply with local building codes.
  5. Potable water systems are required and shall comply with State and County requirements.
  6. Wastewater/human waste systems shall comply with the rules and regulations of San Juan County, San Juan County Health Department, and the Utah Department of Environmental Quality (DEQ).
  7. Glamp-grounds shall have not less than one eight-cubic-yard covered dumpster for every 20 glamping units or portion thereof. All glamp-grounds must have a solid waste plan describing how solid waste will be disposed of at an authorized disposal facility.
  8. Each glamping unit shall have not less than two 10-foot-by-20-foot parking spaces. All parking shall be off-street.
- B. Each glamp-ground shall include sanitary sewer facilities that meet the following requirements:
  1. Located not more than 200 feet from any one glamping unit.
  2. Have at least two parking spaces per sanitary facility.
  3. Shall not be pit toilets, incinerators, or composting toilets.

4. Shall meet San Juan County Health Department and State requirements for wastewater.
- C. Access to the glamp-ground shall, at a minimum, be as follows:
1. Interior access roads shall have a roadway of not less than 24 feet and shall be looped or contain a turn-a-round of not less than a 50-foot radius. Surfacing shall be all-weather. Road design features shall comply with American Association of State Highway and Transportation Officials for resource roads.
  2. All glamp-grounds shall be accessed by a public or private road.
  3. Glamp-grounds shall have, at a minimum, the following fire protection:
    - a) Each glamping unit shall contain at least one appropriate fire extinguisher.
    - b) Water storage and adequate fire suppression shall comply with State and local requirements.

### **Section 3: GLAMPING APPLICATION**

- A. An overall plan for development of a glamp-ground or glamping unit shall be submitted to the San Juan County Planning Department for review. The plan shall be drawn to a scale no smaller than one (1) inch to forty feet (40'). At least one (1) digital copy, with scale bar and north arrow, of the plan shall be submitted. The Plan shall show:
1. The topography of the site when required, represented by contours shown at not greater than two (2) foot intervals.
  2. The proposed street, sanitary facility and individual glamping unit layout.
  3. Proposed reserved areas for parks, playgrounds and open spaces, and tabulations showing the percentage of area to be devoted to parks, playgrounds and open space, the number of glamping units, and total area to be developed.
  4. Proposed location, number and design and size of parking spaces.
  5. Detailed landscaping and utility plan, including location of sewer, water, electricity, gas lines and fire hydrants.
  6. Any other data the Planning Department may require.
- B. An application fee of \$500 is required with submittal to the Planning Department. No processing will be initiated until fees are paid.

### **Section 4: GLAMPING CONDITIONAL USE APPROVAL**

A glamping unit or glamp-ground may not be constructed unless approved through a Conditional Use Permit by the Planning Commission, after review of plans for said glamp-ground. Plans shall satisfy the Planning Commission that the proposed development will:

- A. Be compatible with the general character of the district where it is proposed to be located.
- B. Have at least three (3) spaces completed and approved for occupancy before the first occupancy is permitted in phase development.
- C. Meet all requirements of the State of Utah Code of Camp, Hotel, Motel and Resort Sanitation. Regulations which are intended to apply to tent camps as defined in such Code.

Glamping units and glamp-grounds shall also comply with all State and Local building code requirements.

- D. Contain no more than twenty (20) units per acre. The remaining land not contained in individual glamping units, roads or parking, shall be set aside for undeveloped open space, parks, playgrounds or service areas for the common use and enjoyment of occupants of the development.
- E. Have adequate sewer and water service with hookups provided to each glamp-ground.
- F. Have adequate fire protection as approved by the San Juan County Building Official, Planning Commission and San Juan County Commission.

## **CHAPTER 12D CAMP PARKS**

### **Section 1: PURPOSE**

- A. To permit a development of campsites on private properties for commercial purposes in appropriate districts and to require public safety and welfare provisions and will be of such character as to promote the objectives and purpose of this LUDMO;
- B. To protect the integrity and character of the districts contiguous to or near campsites;
- C. To protect other uses and values contiguous to or near campsites; and
- D. To regulate commercial campsites to a standard protecting public health and safety.

### **Section 2: LOCATION AND USE**

- A. Camp Parks shall be generally located:
  - 1. Adjacent to or near a maintained road or highway; and
  - 2. In areas accessible by emergency services.
- B. All Camp Parks must comply with County and State health and safety requirements, particularly regarding the provision of sanitary sewer services. Camp Parks shall also comply with the following requirements:
  - 1. Access road and property line setbacks – Front: 25', Side: 15', Rear: 15'
  - 2. Potable water systems are required and shall comply with State and County requirements.
  - 3. Sanitary sewer systems shall comply with San Juan County, San Juan County Health Department, and Utah Department of Environmental Quality (DEQ) regulations. Pit or chemical toilets are permitted.
  - 4. An adequate fire suppression water system approved by the fire marshal.
  - 5. Each campsite shall have not less than two 10-foot-by-20-foot parking spaces. All parking shall be off-street.
  - 6. Interior access roads shall have a width of not less than 24 feet and shall be looped or contain a turn-a-round of not less than a 50-foot radius.
  - 7. All Camp Parks shall be accessed by a public or private road.
  - 8. Each camp park shall contain an adequate number of fire extinguishers.
  - 9. Each campsite shall be self-contained.



10. Each campsite must be at least 100 feet from any stream or other water source.
11. If campfires are allowed, fire containment must be in a permanent fire ring that is maintained to contain sparks within the fire and provide five feet of distance clear of non-combustible materials.

### **Section 3: CAMP PARK APPLICATION**

- A. An application for approval of a Camp Park as a conditional use shall be in writing and include, in addition to the information generally required for conditional use applications, a comprehensive and detailed site plan for development of a Camp Park and be submitted to the Planning & Building Department for review. The site plan shall show:
  1. The proposed streets, sanitary accommodations, and individual primitive campsite layout;
  2. Proposed location, number, design, and size of parking spaces; and
  3. Any other data the Planning & Building Department may require.
- B. The application shall include the required fee as set by the County.

## **CHAPTER 12E SMALL WIRELESS FACILITIES**

### **Section 1: GENERAL PROVISIONS**

- A. Small wireless facilities, as that term is defined by Utah Code Title 54, Chapter 21, are a conditional use in the zones designated on the use table.
- B. The design standards set forth in this Chapter are in addition to whatever is required by the standard conditional use process set forth in this LUO and provide design and aesthetic requirements and specifications that all small wireless facilities installed within a public right-of-way must meet prior to installation.
- C. The specifications provided in this Chapter are for single carriers with single-technology installations within a public right-of-way, only. Dual carrier, dual technology installations or small cell locations not in a public right-of-way may vary from these guidelines with County approval.

### **Section 2: DEFINITIONS**

- A. The definitions provided in the Small Wireless Facilities Deployment Act, Utah Code Title 54, Chapter 21, and as hereafter amended are adopted.

### **Section 3: DESIGN AND LOCATION REQUIREMENTS**

- A. A small wireless facility shall be installed within an existing utility pole when technologically and economically feasible; otherwise, unless the utility pole is a decorative streetlight, the facility shall be installed on an existing utility pole and shall not protrude from the pole except as reasonably necessary to connect to power or a wireline.

- B. If it is not technologically or economically feasible to install the facility within or on an existing utility pole, it may be installed within or on a new utility pole. The facility may be installed on a new utility pole only if it is not technologically or financially feasible to install it within the new pole and the new pole is not a decorative streetlight.
- C. Small wireless facilities are allowed to be installed only within, not on, decorative streetlights.
- D. A small wireless facility installed on a utility pole shall:
1. Not create a significant obstruction to property sight lines;
  2. Have appropriate clearance from existing utilities;
  3. Not exceed the diameter of the utility pole by more than three inches on either side;
  4. If a sidearm of offset installation is permitted, the furthest point of the enclosure may not extend more than 18 inches from the utility pole;
  5. Not be welded to existing hardware and all hardware shall be hidden from view as much as is feasible;
  6. Not be located lower than eight feet from the grade directly below the facility;
  7. Be placed perpendicular to the street away from vehicular traffic;
  8. Be located equidistant from adjacent utility poles;
  9. In a Residential zone, not exceed a noise limit of 5 dBA above ambient sound and in any case not exceeding 30 dBA as measured at a property line. This requirement is independent of other noise regulations that might apply;
  10. Not conflict with the aesthetics of existing utility poles in the area;
  11. Be located such that the facility meets ADA requirements and does not obstruct, impede, or hinder usual pedestrian or vehicular travel or interfere with the operation and maintenance of signal lights, signage, streetlights, street furniture, fire hydrants, or business districts;
  12. If the facility is to be installed on an existing utility pole, minimize its impact on the pole's aesthetics and those of the adjacent poles, including a powder coat over matching zinc paint or, if a wood pole, the visible attachments and hardware shall be colored gray;
  13. If the facility is to be installed on a new utility pole, match as nearly as reasonably possible the aesthetics of adjacent utility poles, be galvanized, and be similarly painted with a powder coat over zinc paint;
  14. If the facility is or includes an antenna or extender, unless a side-arm installation is required and approved, be concealed in an enclosure with a maximum 14-inch diameter mounted directly on top of the utility pole that has a tapered transition between the upper pole and the enclosure and blends with the utility pole's aesthetic unless the visual impact can be better reduced in a different manner;
  15. When installed on a utility pole other than one used for traffic control, any hardware that does not need to be mounted on the utility pole shall be placed inside a ground-mounted utility box and all fiber, lines, cables, or strands in conduits within the utility pole if feasible or otherwise flush with the utility pole;
  16. If installed on a utility pole used for traffic control, all equipment that does not need to be mounted on the utility pole shall be placed, if feasible, inside the pole in a

round base cabinet; if that is not feasible, such equipment shall be placed inside a ground-mounted utility box and all fiber, lines, cables, or strands must be located in conduits within the utility pole; and

17. If installed on a monopole telecommunications tower, all equipment that does not need to be mounted on the monopole must be mounted inside the monopole's base cabinet.
- E. All conduits, cables, wires, lines, fiber, and strands shall be clearly labeled.
- F. All cables, wires, lines, fiber, strands, and similar materials must be located in a dedicated conduit.
- G. An-utility pole cabinet or ground mounted utility box shall be labeled with:
1. An RF warning sticker, background to match pole color, no larger than 4 x 6 inches, facing the street near the elevation of the antennae;
  2. A plate, no larger than 4 x 6 inches, with the provider's name, location identifying information, and 24-hour emergency telephone number; and
  3. No advertising, logos or decals.
- H. There shall be no lights on the small wireless facilities or supporting hardware unless required by state or federal law.
- I. Ground mounted utility boxes must meet and follow existing county ordinances for such boxes and be attached to a concrete foundation.
- J. Any utility pole with a collocated small wireless facility shall not exceed 50 feet in height measured from the foundation and including the facility and supporting hardware
- K. All structural components of the small wireless facility shall be designed for a minimum of 115 MPH wind velocity, per AASHTO's Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, TIA-222 rev G and ASC 710 with IBC 2012 as amended, and any required modifications for snow loading and other local conditions.

#### **Section 4: POWER AND GROUND MOUNTED UTILITY BOXES**

- A. Back-up batteries must be underground if possible or, if not, in a ground-mounted utility box.
- B. A separate meter and disconnect is required for both the power and the small wireless facility signal that can be easily accessed and operated by county maintenance personnel.
- C. Utility boxes must have metered power.
- D. A Non-Ionizing Electromagnetic Radiation (NIER) report shall certify radiation is at safe levels and a copy shall be provided to the utility pole owner and retained on file for equipment type and model. The NIER report shall be endorsed by a qualified professional and it shall specify minimum approach distances to the public as well as electrical and communication workers that are and are not trained for working in an RF environment (uncontrolled) when accessing the utility pole by climbing or bucket.

#### **CHAPTER 12F TELECOMMUNICATION TOWERS**

[Section forthcoming in separate ordinance  
updated with State and Federal regulations]

## CHAPTER 13 AIR TRANSPORT OVERLAY ZONE (ATOZ)

### Section 1: PURPOSE

A property owner or a property owner's agent may petition for a zone change to an Air Transport Overlay Zone (ATOZ) to establish and operate an airport, airstrip, heliport, helipad, vertiport, vertistop, or similar air transport launching or landing location, whether public or private, as a conditional use (a conditional use permit is also required). Such facilities are otherwise prohibited in all zones. The ATOZ is available only in the AG, MU, and REC Zones.

### Section 2: GENERAL PROVISIONS

The petition for zone change must comply with the Utah Airport Zoning Act, Utah Code Title 72, Chapter 10, Part 4 and as hereafter amended, and applicable federal regulations, including 14 C.F.R. Part 77.

In addition to following the standard process for petitioning for a zone change in this LUDMO, petitioners seeking the ATOZ designation must also:

- A. Include in the petition the following:
  - 1. The official county zoning map showing the location of the proposed overlay as well as its location compared to the other ATOZ areas already established in the County;
  - 2. A site master plan that clearly indicates the purpose and details of the project, including technical facts and a clear description of how the proposed development provides benefits to the greater San Juan County region as compared to development carried out in accordance with the otherwise applicable zoning and development regulations, including, at a minimum, the following:
    - a) A statement by the petitioner describing how the proposed development provides greater benefits to the San Juan County than would a development carried out in accordance with otherwise applicable zoning and development regulations;
    - b) A map and description of sensitive lands within the or adjacent to the proposed development and how they will be addressed, including but not necessarily limited to the following:
      - i) Public recreational areas;
      - ii) Public drinking water supply watersheds (including recharge areas for aquifers);
      - iii) Floodplains and riparian habitats;
      - iv) Slopes in excess of 30 percent; and
      - v) Significant geological, biological, and archeological sites.
    - c) Identification of how safety issues potentially impacting adjacent properties are eliminated or mitigated;
    - d) The airport influence, approach, transition, and turning areas;
    - e) Proof of ownership of necessary aviation rights or easements;

- f) For proposed public air transport facilities, a description of the beneficial public services and goods the project provides to the community, including a community benefit concept description and specific documentation of the proposed types, amounts, locations, and relationships of compatible uses the proposed project would provide to the community;
- g) A narrative and graphic presentation of the development, documenting and presenting the proposed development and land uses by:
  - i) Gross acreage;
  - ii) Total project density and/or square footage for all uses proposed for the project per gross acre;
  - iii) Total number of parking spaces required and provided;
  - iv) Parking, service and loading area acreage/spaces;
  - v) Project Floor Area Ratio (FAR);
  - vi) Public open space and similar publicly-accessible feature acreage;
  - vii) Descriptions and graphic representations suitable for conveying the overall development character and proposed architectural style of the proposed development; and
  - viii) The relationship of the proposed development to existing development in the area, along nearby roads, and to significant natural and built features in the area;
- h) If required by the Planning Administrator, a traffic study prepared by a licensed transportation or traffic engineer documenting project traffic generation, impacts (including traffic noise), and proposed mitigation;
- i) All major roads, site access roads, parking and service areas, major utilities, a conceptual drainage plan and entrance locations on existing roads, approach areas, influence areas, and aviation easements;
- j) A statement of how the proposed project is consistent with the San Juan County General Plan;
- k) A conception master plan for controlling vegetation and building height surrounding runway so as not to interfere with height restricted zones; and
- l) Other relevant information that will support the petition or as otherwise requested by the San Juan County Planning & Building Department.

B. An airport approach area must not have buildings or other structures or utility lines, and it must not have a tree or natural feature-that is more than one foot in height for each 50 feet it is distant from the end of the landing or takeoff strip.

C. An airport transition area must not have buildings or other structures or utility lines and it must not have a tree or natural feature that is more than one foot in height for each seven feet it is distant from the inside boundary of the airport approach area.

D. An airport turning area must not have buildings or other structures or utility lines and it must not have a tree or natural feature higher than 150 feet.

E. All of the land covered by the airport approach zone within 1,000 feet from the end of a runway must be owned by the same person or corporation that owns or controls the operation of the airport. The construction of buildings and structures or the growing of trees or other natural feature in this area must not be over the above prescribed height limits.

F. Notwithstanding any other provision of this LUDMO, uses must not be made of land within the County that create electrical interference with radio communication between airports and aircraft; make it difficult for flyers to distinguish between airport lights and other lights; result in glare in the eyes of flyers using the airport; impair visibility in the vicinity of airports; or otherwise endanger the landing or taking off of aircraft.

G. In addition to the requirements of this Chapter, the construction of dwellings within an ATOZ must comply with the height, setback, and other restrictions as deemed necessary for safety as per federal aviation guidelines.

## **CHAPTER 14 PARKING REQUIREMENTS AND MOTOR VEHICLE ACCESS**

### **Section 1: OFF STREET PARKING**

There shall be provided at the time any building is constructed, enlarged, or increased in capacity minimum off-street parking space with adequate provisions for ingress and egress by standard-sized automobiles as hereafter provided.

### **Section 2: SIZE**

The dimensions of each off-street parking space shall be at least nine (9) feet by twenty (20) feet for diagonal or ninety-degree (90) spaces; or nine (9) by twenty-two (22) feet for parallel spaces, exclusive of access drives or aisles, provided that in parking lots of not less than twenty (20) parking spaces the building inspector may approve a design allowing not more than twenty (20) percent of such spaces to be not less than seven and one-half feet (7-1/2') by fifteen (15) feet to be marked and used for compact automobiles only.

### **Section 3: PARKING SPACE FOR DWELLINGS**

In all residential zones there shall be provided adequate off-street parking space for the parking of two (2) automobiles for each dwelling unit in a new dwelling, or each dwelling unit added in the case of the enlargement of an existing building.

### **Section 4: OFF-STREET PARKING SPACE FOR BUILDING OR USE OTHER THAN DWELLING**

A. For a new building, or for any enlargement or increase in seating capacity, floor area or guest rooms of any existing main building, parking shall be provided as follows:

1. For church, school, college and university auditoriums and theaters, general auditoriums, stadiums and other similar places of assembly at least one (1) parking space for every ten (10) fixed seats provided in said buildings or structures.
2. For hospitals at least one (1) parking space for each two (2) beds including infants' cribs and children's beds. For medical and dental clinics at least ten (10) parking spaces and three (3) additional parking spaces for each doctor or dentist having offices in such clinic in excess of three (3) doctors or dentists.

3. For individual sleeping or living units, hotels and apartment hotels, overnight accommodations, excluding camping sites, at least one (1) parking space for each two (2) sleeping rooms, up to and including the first twenty (20) sleeping rooms, and one (1) parking space for each three (3) sleeping rooms over twenty (20) sleeping rooms.
  4. For restaurants or establishments that serve meals, lunches, or drinks to patrons either in their cars or in the building, for retail stores selling directly to the public, and for dance halls and recreational places of assembly at least one (1) space for each two hundred (200) square feet of floor space in the building, or one (1) space for each two (2) employees working on the highest employment shift, or five (5) parking spaces, which ever requirement is greater.
  5. For mortuaries, at least thirty (30) parking spaces; for liquor stores, at least twenty (20) parking spaces.
  6. For all business or industrial uses not listed above, one (1) parking space for each two (2) employees working on the highest employment shift.
- B. Regardless, unless otherwise provided, required, or excepted, for any new building or enlargement or increase in seating capacity, floor area, or guest room there shall be at least one hundred eighty (180) square feet net parking area and at least one parking space.

#### **Section 5: LOCATION OF PARKING SPACES**

Parking spaces as required above shall be on the same lot with the main building, or, in the case of buildings other than dwellings, may be located not farther than five hundred (500) feet therefrom.

#### **Section 6: PARKING LOT REGULATIONS**

Any lights used to illuminate the lot shall be so arranged as to reflect the light away from adjoining premises in any residential zone.

#### **Section 7: OFF-STREET TRUCK-LOADING SPACE**

On the same premises with every building, structure or part thereof, erected and occupied or increased in capacity after the effective date of this title for manufacturing, storage, warehouse, goods display, department store, grocery store, hotel, hospital, mortuary, laundry, dry cleaning or other use similarly involving the receipt or distribution by vehicles of materials or merchandise, there shall be provided and maintained on the lot, adequate space for standing, loading and unloading services in order to avoid undue interference with public use of streets or alleys. Such space, unless otherwise adequately provided for, shall include a minimum of ten (10) feet by twenty-five (25) feet loading space with a minimum of fourteen (14) feet height clearance for every twenty thousand (20,000) square feet or fraction thereof in excess of three thousand (3,000) square feet of building floor use for above mentioned purposes, or for every twenty thousand (20,000) square feet or fraction thereof in excess of three thousand (3,000) square feet of land-use for above mentioned purposes.

**Section 8: ACCESS REQUIREMENTS**

Service stations, roadside stands, public parking lots, and all other businesses requiring motor vehicle access shall meet the requirements as hereinafter provided:

- A. Access shall be by not more than two (2) locations for each one hundred (100) feet or fraction thereof of frontage on any street.
- B. No two (2) access locations shall be closer to each other than twelve (12) feet, and no location shall be closer to a side property line than three (3) feet.
- C. Each access location shall be not more than thirty-five (35) feet in width, measured at right angles to the center line of the driveway, except as increased by permissible curb return radii. The entire flare of any return radius shall fan within the right-of-way.
- D. No access location shall be closer than ten (10) feet to the point of intersection of two property lines at any corner as measured along the property line, and no location shall extend across such extended property line.
- E. In all cases where there is an existing curb and gutter or sidewalk on the street, the applicant for a permit shall provide a safety island along the entire frontage of the property, except for the access location. On the two ends and street side of each such island shall be constructed a concrete curb, the height, the location and structural specifications of which shall be approved by the Building Inspector.
- F. Where there is no existing curb and gutter or sidewalk, the applicant may, at its option, install the foregoing described safety island and curb, or, in place thereof, shall construct along the entire length of the property line, except in front of the permitted access location, a curb, fence, or pipe rail, not exceeding two (2) feet or less than eight inches in height.
- G. Encroachment permits onto any public street or highway must be obtained from any appropriate entity, and the location of encroachment onto any public street or highway must be approved by the building department.

**Section 9: LOCATION OF GASOLINE PUMPS**

Gasoline pumps or electric vehicle charging stations shall be set back not less than eighteen (18) feet from any street line to which the pump island is more or less vertical and twelve (12) feet from any street line to which the pump island is more or less parallel, and not less than ten (10) feet from any residential or agricultural zone boundary line. If the pump island is set at an angle on the property, it shall be so located that automobiles stopped for service will not extend over the property line.

**CHAPTER 15  
ADDRESSING STANDARDS**

**Section 1: PURPOSE**

To be a foundation for a uniform San Juan County property identification system. Such uniformity will be developed and applied to street names, numbers, and structures - and establish property identification for providers of public and emergency services. The procedures listed herein shall apply to all streets, street identification signs, address numbers,



structures, and public/private property existing within the unincorporated regions of San Juan County as well as contract entities/municipalities at the time of adoption of the ordinance codified in this document, as well as those created or constructed at a later time.

## **Section 2: DEFINITIONS**

As used in this chapter:

**ADDRESS** (situs address, full address, physical address): Unique alphanumeric descriptor that identifies the property location of a parcel of land, a building, or other structure on the address grid system.

**ADDRESS FORMAT**: Order of assemblage and structure of the five standardized components (address number, directional, street name or number, street type, substructure suffix) used in the legal situs address.

**ADDRESS GRID SYSTEM/REGIONAL ADDRESS GRID**: Coordinate system that has evolved and developed for identifying address and street locations for a specific municipality or area.

**ADDRESS NUMBER (HOUSE NUMBER)**: Component of the legal situs address that is numerically sequenced and assigned to a structure or parcel along a street according to its relative distance perpendicular to the Baseline or Meridian axis of a regional address grid.

**ADDRESSING AGENCY**: Authoritative division of county government responsible for regional addressing services. It also serves as a resource for fostering collaborative relationships between San Juan County, incorporated cities, and public and emergency services.

**ADDRESSING AUTHORITY**: The addressing agency or the entity that the addressing agency contracts with to provide addressing services to any municipality or unincorporated region of the county.

**ADDRESSING SERVICES**: Services including the naming and numbering of streets, courts, parks, thoroughfares, and other public places; residential and commercial structures and buildings and structures of all types; and vacant lots and other spaces within the unincorporated county or in contracted municipalities and further includes maintaining the county's official countywide validated addresses and the county's official street file.

**ADDRESSING STANDARDS AND DEFINITIONS POLICY**: Established regulations and guidelines, as revised from time to time, that define specific procedures for the design and designation of address numbers on all houses and buildings, including occupancy units therein, as well as the design of names and numbers for streets both public and private including standards for street intersection markers (signs).

**BASELINE STREET**: East and West directional street (ex: Center Street in Monticello) that intersects with the Meridian street (ex: Main Street in Monticello) to benchmark the permanent origin of a regional address grid and provide a datum point from which the coordinates of all other streets and legal situs addresses are calculated (see MERIDIAN STREET).

**CONTRACT ENTITY**: Governmental entity other than a municipality within San Juan County that has entered into an agreement with the addressing agency for addressing services.

**CONTRACT MUNICIPALITY**: Municipality within San Juan County that has entered into an agreement with the addressing agency for addressing services.

**DIRECTIONAL**: Compass direction of the legal situs address that references the regional address grid and the direction in which the address numbers are measured along the roadway of both

public and private streets. Directional may be prefixes, coming after the address number and before the street name, or suffixes, coming after the street type.

DOCUMENTED DATA: Affidavit, ordinance, resolution, or subdivision plat recorded in the San Juan County Recorder's Office, assigning an address, coordinate, or street name provided by an addressing authority.

INTERSECTION: Point on a regional address grid that identifies the physical location where two or more streets cross.

MERIDIAN STREET: North and South directional street (ex: Main Street in Monticello) that benchmarks the permanent origin of a regional address grid and provides a datum point from which the coordinates of all other streets and legal situs addresses are calculated (see BASELINE STREET).

OFFICIAL STREET AND ADDRESS FILES: Computer files and associated maps adopted by the county, including the San Juan County General Plans of the county.

PLAT, FINAL: Map or chart of a subdivision, PUD, condominium, or other proposed development that has been accurately sited or surveyed and located on the ground so that streets, alleys, blocks, lots, and other divisions thereof can be identified - to be recorded with the County Recorder upon approval by the Board of San Juan County Commissioners

RIGHTS-OF-WAY, PRIVATE: Streets that are retained and maintained under the ownership of private individuals intended and may be intended for both private and public use.

RIGHTS-OF-WAY, PUBLIC: Streets dedicated for perpetual public use and are administered by the governing entities in which they are located.

STREET: Any rights-of-way, under public or private ownership for public use, designed for the travel of motorized vehicles to enter and exit through passage and to include the ways used for internal circulation of traffic.

STREET NAME: Alphabetic name assigned, not including the street type designator, to identify both public and private streets and is one of the primary components of a legal situs address.

STREET NUMBER: Name of a street designated with numerals according to its numerical position on a regional address grid relative to the Baseline or Meridian axis streets.

STREET TYPE: Standardized identification descriptor that corresponds to physical and functional characteristics of a street (i.e., "Avenue," "Bay," "Boulevard," "Circle," "Court," "Cove," "Drive," "Expressway," "Lane," "Parkway," "Place," "Road," "Row," "Spur," "Street," and "Way")

SUBDIVISION: Division of a tract or lot or parcel of land into two or more lots, plots, sites, or other divisions of land for the purpose - whether immediate or future - of sale or building development or redevelopment and a plat has theretofore been recorded in the office of the county recorder under a unique name to identify one subdivision from another. In the context of property identification, "subdivision name" may also be used to identify other conditional use or project names.

SUB-STRUCTURE SUFFIX: Component of a legal situs address not present in all addresses that is used to identify a one-to-one correspondence between a building and high-density occupancy structures within the building such as suites, rooms, apartments, and condominium units. A sub-structure suffix component must contain both a "#" symbol and a unit number (104, C, 104C)

### **Section 3: DUTIES OF ADDRESSING AGENCY AND ADDRESSING AUTHORITY**

- A. It shall be the duty of the addressing agency to establish an addressing standards and definitions policy for the County.
- B. The addressing agency shall have a duty to offer addressing guidance, as requested, from incorporated cities. They must also approve alphabetical street names and create and maintain address point data for the whole county by creating a positive relationship with the cities in San Juan County. The agency is responsible for maintaining address points through data documented and/or validated by the incorporated cities, including creating new addresses, updating existing addresses, and making changes to data associated with individual addresses.
- C. It shall be the duty of the addressing authority to name and number all streets, to designate numbers for houses or buildings fronting upon all such streets, to certify addresses in accordance with the addressing standards and definitions policy, and to enforce the provisions of this chapter, for the unincorporated area of the county as well as contract municipalities. The addressing authority shall inform the county addressing agency before making addressing changes in the unincorporated county.
- D. The addressing agency shall establish and make changes as necessary to the Baseline/Meridian streets and boundaries for the individual regions that make up the regional grid system.

#### **Section 4: NAMES OF STREETS DESIGNATED IN THE OFFICIAL STREET AND ADDRESS FILES**

All streets, whether public or private, shall be known by the names by which they are so designated in the official street and address files of the addressing agency, with such additions, changes, and corrections of the names as shall from time to time be placed in the official files by ordinance.

#### **Section 5: SYSTEM OF NUMBERING**

The addressing authority in numbering the houses or buildings upon the streets of unincorporated San Juan County or contract municipalities shall adhere to the following address format:

- A. The initial point of intersection in any regional address grid shall be the junction of a Baseline Street and Meridian Street axis, and the numbering shall extend thence east, west, north, and south; the even numbers always on the right and odd numbers on the left, looking away from the initial point.
- B. Each property identification number must contain:
1. An “address number” component that is numerically sequenced and assigned to a structure or parcel along a street according to its relative distance perpendicular to a Baseline or Meridian axis of a regional address grid.
  2. A “direction component” referencing the regional address grid quadrant and the compass direction in which the address numbers run shall be required whenever a street number is used in an address, abbreviated with the single letter equivalent for its compass direction. (N, S, E, or W)

- a) A prefix directional component is not required on streets with an alphabetic name in instances where the direction of travel away from the initial point of intersection is deemed by the addressing agency to be too inconsistent or would otherwise be confusing to assign as a singular compass direction. However, in any regional address grid, a directional component should be included in the official street and address files, regardless of whether or not the directional is used as part of an assigned address.
  - b) A suffix directional component is an optional component to be included after the street type that indicates the compass direction taken by the thoroughfare from an arbitrary starting point - or the sector where it is located.
3. A “street name component” consisting of either an alphabetic name or a number name, but not both is assigned to both public and private rights-of-way for locating purposes.
- a) **Alphabetically Named Streets**
    - i) Alphabetic names should only contain letters of the alphabet, without special characters, numerical characters, or hyphens as part of their name.
    - ii) Words that serve as a street type shall not be allowed to serve as street names or parts of street names. Refer to STREET TYPE under section 2 of this chapter for a list of street types.
    - iii) Alphabetic street names should never be abbreviated.
    - iv) Street names shall not be duplicated by exact name, exact sound, similar name, or similar sound with any other existing or proposed street names within a regional addressing grid or singular zip code.
    - v) Street names with unconventional spelling, difficult spelling, or any combination of the two shall not be used, preferring commonly accepted spellings on all street names instead.
    - vi) A compass directional shall not be used as, or as part of, any street name.
    - vii) No street name shall exceed the number of characters that can comfortably fit on a street sign. Generally no more than two words not exceeding 13 characters including spaces but not including the street type.
  - b) **Numbered Streets**
    - i) Numerically designated based on their location within the regional address grid relative to either the Baseline or Meridian axis streets.
    - ii) Street numbers shall never contain alphanumeric characters.
    - iii) A directional component is required for all addresses containing a street number to correspond with its orientation on the grid.
4. A “street type component” that modifies the name to distinguish specific locational, functional, and physical characteristics of the street to which an address is assigned. Refer to the San Juan County Addressing Policy for a list of street type

definitions. Street types should be abbreviated following the USPS street type standards.

- C. A property identification number may also contain one or more of the following:
1. A “unit locator component” is a component used to identify a one-to-one correspondence between a building and high-density occupancy structures within the building, such as suites, rooms, apartments, and condominium units. This code is always preceded with a “#” sign instead of using the word suite, unit, apt., or any other identifier when issued in standardized address format.
  2. A “plus code component” is an alphanumeric component most commonly in the form XXXX+XX based on latitude and longitude to completely remove uncertainty as to the location of a parcel or structure, typically included in areas of remote development from which locating an address may not be clear using ordinary methods.

#### **Section 6: DISPLAY OF PROPERTY IDENTIFICATION NUMBER**

When a property identification number has been designated by the addressing authority, the owner or occupant of such house or building shall cause a painted, carved, or cast duplicate of such number at least three inches in height and varying in size according to the setback distance of the structure, and of a shade contrasting with the background upon which the number is mounted, to be located on the structure as provided in this chapter. Such number(s) shall be block numerals (not script) and shall be located in a conspicuous position upon the portion of such structure which faces the street. If such structure is concealed from the street upon which it is located, the owner or occupant shall cause an additional duplicate of such number at a location visible from the street indicating the true location of the structure. The property identification number shall be mounted in a permanent, stationary, and durable manner - unobstructed at all times by vines, screens, or anything that would tend to hide or obscure the number, and at a sufficient height that the number will be clearly perceptible with the unaided eye from the centerline of the street upon which the structure is located.

#### **Section 7: PROPERTY IDENTIFICATION APPROVAL IS REQUIRED FOR FINAL PLAT APPROVAL**

Property identification approval must be given by the addressing authority prior to final approval of a subdivision. The property identification approval must appear on the final plat of a subdivision, PUD, condominium, or other proposed development prior to final approval and upon amendment. The developer shall pay for and arrange to manufacture and install all street identification signs as required by the addressing authority.

#### **Section 8: STREET IDENTIFICATION CHANGE**

- A. Upon application from seventy-five percent of the owners of structures located upon a street for a change in street name identification, and upon payment of a fee set by the addressing agency and approved by the board of county commissioners, the addressing agency may grant a street name change. If the request is granted, the applicant shall pay the cost of

changing signage. The addressing agency shall change the official street file.

B. If, in the opinion of the addressing agency, the requested change of street name serves a legitimate public interest, the addressing agency may waive payment of the fee.

**Section 9: STREET IDENTIFICATION CHANGE ORIGINATED BY THE COUNTY, CONTRACT ENTITY, CONTRACT MUNICIPALITY, OR ADDRESSING AUTHORITY**

A. The county, contract entity, contract municipality, or addressing authority may initiate a street name change when doing so would be in the public interest.

1. The addressing authority shall notify all owners of properties that have structures on the street proposed for a name change, by mailing to the county-recorded property owner address.

2. If the property owners who own lots with structures on a street proposed for a name change desire to participate in renaming the street, they may sign a petition agreeing and proposing a new street name. The new name petition must contain at least seventy-five percent of the signatures of recorded property owners with structures and must be completed within thirty days after notification of the proposed name change by the addressing authority.

3. If property owners do not provide a petition agreeing on a new street name, the name change shall be based on the recommendation from the addressing authority to the addressing agency.

B. The addressing authority will recommend a proposed street name change to the addressing agency. The addressing agency will approve any street name change by communicating the approval, in writing, to the addressing authority.

C. The addressing authority will record the appropriate documentation to officially change a street name after approval of the change has been given in writing by the addressing agency. The addressing authority shall notify the United States Postal Service, the relevant emergency communications center(s), and other appropriate government and public safety agencies of the name change. After recordation, the addressing agency shall change the original street file.

**Section 10: ADDRESS CHANGE ORIGINATED BY THE COUNTY, CONTRACT ENTITY, CONTRACT MUNICIPALITY, OR ADDRESSING AUTHORITY**

A. In the interest of public safety, the county, contract entity, contract municipality, or addressing authority may direct the change of an address. Address changes may be made only after providing written notification to the property owners whose address is proposed for change, mailed to the county's recorded address.

B. A letter will be sent informing the property owner of the proposed address change and requesting that the owner contact the addressing authority to discuss the proposed change. The addressing authority will provide a reasonable time, not to exceed one month, and make appropriate efforts to contact and discuss the proposed address change with the property owner.

C. A final letter notifying the property owner of the address change will be sent, by registered mail, to the owner's county-recorded address and shall include a copy of the recorded address change affidavit.

D. The addressing authority will record the appropriate documentation to officially change an address. The addressing authority shall notify the United States Postal Service, the relevant emergency communications center(s), and other appropriate government and public safety agencies of the address change.

**Section 11: SYSTEM OF STREET IDENTIFICATION SIGNS**

It shall be the duty of the addressing agency to establish a uniform system for street identification signs.

**Section 12: STREET IDENTIFICATION SIGNS**

Street identification signs, approved by the addressing authority, shall be paid for and installed by the developer or property owner with installation at the intersections of all streets and highways and at such other locations as may be determined to be necessary by the addressing authority.

**Section 13: STREET SIGNS—COMPLIANCE**

It is unlawful to erect or maintain any street identification sign which has not been approved by the addressing authority.

**Section 14: STREET SIGNS—REQUIREMENTS**

All street signs shall be constructed and installed in accordance with the specifications on file with the addressing agency.

**CHAPTER 16  
SIGN REQUIREMENTS**

**Section 1: PURPOSE**

It is in the best interest of the health, safety and welfare of the citizens of San Juan County to regulate signage and advertising. The following regulations are created to: eliminate potential hazards to motorists and pedestrians; to encourage signs which are integrated with and harmonious to the buildings, setting and sites which they occupy; encourage legible signage through prohibition of excessive and confusing sign displays, thus reducing driver inattention; allow each individual business to clearly identify itself and the goods and services which they offer; to safeguard and enhance property values; and protect public and private investment in buildings and open space.

## Section 2: REGULATIONS AND ENFORCEMENT

- A. **Compliance Required** - Except as provided in this chapter, no sign shall be erected, raised, moved, extended, enlarged or altered, or have the text of the sign changed, except in conformity with the regulations herein specified for the zone in which it is located.
- B. **Construction Standards** - All signs hereinafter erected in the county shall comply with current standards of the national electrical code, all provisions of this chapter and other applicable ordinances of the county. All component parts shall be Underwriters Laboratories or equivalent-labeled products.
- C. Private Signs shall not be permitted within a county right-of-way.
- D. In addition to the powers below, the Planning & Building Department may engage in enforcement consistent with Chapter 2. The Planning & Building Department may:
1. Issue Permits: Issue permits to construct, alter or repair signs which conform to the provisions of this chapter.
  2. Determine Conformance: Ascertain that all signs, construction and all reconstruction or modification of existing signs are built or constructed in conformance to the zoning ordinances, building restrictions and building codes.
  3. Issue Citations and Complaints: Issue citations and/or complaints against violators of this chapter.
- E. **Right of Appeal** - Any person who has been ordered to alter or remove any sign, or any person whose application for a sign permit has been refused, may appeal consistent with Chapter 3. Upon filing of said notice of appeal, no further action with regard to the removal of the sign involved shall be taken until the final decision of the Appeal Authority issues, unless the Planning/Building department finds that the sign involved, by reason of its condition, presents an immediate and serious danger to the public.
- F. **Application Requirements** - All applications for sign permits shall be accompanied by a plan and elevation drawing. The drawings shall be provided digitally in PDF format in a minimum 8 1/2" x 11" format. The plat information shall include sufficient information so that the code enforcement officer can determine whether the proposed sign conforms with the provisions of this chapter.
1. Plat Plan Requirements: Specifically, the plat shall show the size of the sign and its location relationship to the following features of the site:
    - a) Property lines;
    - b) Existing and proposed buildings or other structures;
    - c) Control curbs; and
    - d) Parking areas.
  2. Elevation Drawing Requirements: Specifically, the elevation drawing shall show the following information:
    - a) Type of sign;
    - b) Sign display;
    - c) Sign height; and
    - d) Sign area.
- G. **Sign Permit Required** - It shall be unlawful for any person, whether acting as lessee, lessor, owner, occupant, contractor, or otherwise, to erect, construct, reconstruct, enlarge,



locate or alter any sign within the county without first obtaining a sign permit from the county unless exempted from this requirement in this chapter.

H. **Fee Schedule** - A fee as established by the County Commission shall be paid to the county for each sign permit issued under this chapter. The fee will cover the cost of issuance, including the inspection tag.

### Section 3: RESIDENTIAL ZONE

Signs in the R zone must comply with the following:

A. **Low Profile Signs** - Two (2) permanent low profile identification signs which state the official name of the residential subdivision will be allowed for residential developments; provided, that these signs conform to the following:

1. Shall be located at the entrance of the residential subdivision and be a minimum of ten feet (10') from front property lines.
2. Shall be limited to a maximum of three feet (3') in height from finished grade.
3. Shall be limited to sixteen (16) square feet in area for each sign.
4. Shall be limited to only two (2) signs per subdivision.
5. Shall contain no animation.

B. **Promotional Signs for Residential Developments** - These signs shall be allowed for residential developments to promote, market and advertise the entire development offering the property for sale and providing pertinent sales information to the public. Promotional signs are not allowed for the sale of individual lots, homes, or a portion of the development. Signs shall not exceed six feet (6') in height and must be located within the boundaries of the development a minimum of ten feet (10') from a street, shall not project into or be installed on any public right-of-way and shall not be located within required intersection clear view zones. The signs shall be temporary and shall be removed when all original lots have been sold. Residential developments may have up to two (2) signs offering the project for sale or inspection by the public.

C. **Property Signs for Sale, Lease, Or Rent** - One temporary on-premises sign identifying the lot or offering the premises for sale, lease, rent, or inspection by the public is permitted and shall not exceed twelve (12) square feet in size. Such sign may be double faced or may be a movable free-standing sign and includes advertising for a model home or an open house at the premises.

D. Nothing in this section shall be construed to limit a property owner's right to express a religious, political, or other protected right through speech.

### Section 4: HIGHWAY COMMERCIAL ZONE

A. **Freestanding Signs** - Freestanding signs are permitted subject to the following provisions:

1. Number: Each parcel of property or commercial complex may have one freestanding sign. One freestanding sign is permitted if the property or complex has more than three hundred feet (300') of frontage on a dedicated public street. Where two (2) or more freestanding signs are constructed, they shall be separated by at least one hundred feet (100'). The second pole sign shall not be higher than seventy percent

(70%) of the allowed height of the first sign. A third freestanding sign is allowed for properties with more than six hundred feet (600') of frontage on a dedicated street. The fourth freestanding sign, or additional freestanding signs, must be approved by the Planning Commission.

2. Location: Freestanding and projecting signs shall not project into or over any public street right-of-way. Projecting signs may project a maximum of four feet (4') from the building provided such projecting sign has a minimum ground clearance of ten feet (10') over any sidewalk or street right-of-way.

3. Height: Freestanding signs shall not exceed the following heights:

a) Signs located within five hundred feet (500') of US-191 shall not exceed twenty-five feet (25') in height as per the Utah Outdoor Advertising Act.

b) Where two (2) or more pole type signs are allowed, subsequent signs shall not exceed seventy percent (70%) of the allowed height of the main sign.

c) The height of signs located on all other streets shall not exceed ten feet (10') from the adjacent natural grade.

d) Where the natural grade at the sign location is below the curb elevation, the height may be measured from the curb height, provided the overall sign height is not increased by more than five feet (5'), and the sign is within thirty feet (30') of the curb or right-of-way boundary.

4. Size: The area of freestanding signs shall not exceed the following:

a) Single tenant freestanding signs within 500' of US-191 shall not exceed seventy-five (150) square feet or one square foot of sign area per linear foot of street frontage up to one hundred twenty (240) square feet maximum per sign face.

b) Multi-tenant signs may have one and one-half (1 1/2) square feet of sign area per linear foot of street frontage up to two hundred (400) square feet maximum. A single multi-tenant sign may be allowed up to three hundred (600) square feet if the following occurs:

i) The sign permit is approved subject to a condition which precludes the installation of another freestanding sign in excess of the frontage requirements; and

ii) The sign area does not exceed one and one-half (1 and 1/2) square feet per linear foot of street frontage. US-191 may have two (2) square feet of sign area per linear foot of street frontage, up to three hundred (600) square feet maximum.

5. On corner lots, the street frontage used to determine size of the primary sign shall be limited to the street upon which the building fronts. Measurement of the street frontage shall include the actual frontage measured to the midpoint of the corner radius. A secondary sign may be allowed on the side street, and its size shall be based on the frontage of the side street.

B. **Entrance and Exit Signs** - One entrance and exit sign shall be permitted at each driveway entering or leaving the premises. Such signs shall not exceed six (6) square feet in area nor be more than four feet (4') in height from the ground.

C. **Wall Signs** - Wall signs which are permanently attached or painted with a projection of less than twenty four inches (24"), shall be permitted; provided, that the area of any such sign shall not exceed twenty percent (20%) of the face of the front wall to which it is attached, nor more than ten percent (10%) of the face of a side or rear wall; and further provided, that it does not rise above the roofline or parapet wall.

D. **Property and Project Construction Signs**

1. No more than two (2) signs offering the premises for sale, lease or inspection by the public shall be permitted; provided, that the total area of each sign does not exceed thirty-two (32) square feet. Said signs may be modified to indicate that the property has been sold.

2. A project construction sign or "coming soon" promotional sign of up to sixty-four (64) square feet may be allowed within sixty (60) days of obtaining a building permit for such project. Such sign shall be removed within one year from the date the sign was erected.

E. Off-premises signs are not permitted, except as may otherwise be required by state law.

F. **Roof Signs** - Roof signs shall conform to the following provisions:

1. Roof signs shall not be higher than the roofline or parapet wall and shall not be larger than twenty percent (20%) of the wall face of the building.

2. All roof signs shall be installed or erected in such a manner that the support structure or brace is covered and screened from public view to the extent reasonable to do so.

3. Roof signs shall not be animated.

4. Projecting Signs: Projecting signs attached to a building shall comply with the following conditions:

a) Signs projecting over public property may not project more than four feet (4') from a wall of a building, nor project closer than three feet (3') to the back of the curb. A minimum clearance of ten feet (10') above the sidewalk must be maintained.

b) Signs projecting over private property may not project more than six feet (6') from a wall of a building.

c) Signs shall not extend above the roofline.

d) No more than one projecting sign per tenant space and only at the ground level of the building.

e) The maximum sign area for projecting signs shall be one square foot of sign area for each linear foot of building frontage up to a maximum of thirty-two (32) square feet per sign face (64 square feet maximum for both sides of a projecting sign).

G. **Flag Lots** - Businesses on flag lots (i.e., lots with narrow frontage on a public road compared to overall lot size) may be allowed a pole sign larger than the minimum size of seventy-five (75) square feet, provided the Planning Commission determines that the size of the sign is in harmony with the intent of this chapter and the size is in keeping with the building and lot size.

H. **General Conditions in Highway Commercial Zones**

1. **Signs Not To Constitute Traffic Hazard:** No sign or other advertising structure shall be erected at the intersection of any streets in such a manner as to obstruct free and clear vision; or at any location where by reason of the position, shape or color, it may interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device, or which makes use of the words "stop," "drive in," "danger" or any other words, phrases, symbols or characters in such a manner as to interfere with, mislead or confuse traffic. In general, no sign shall be placed within a triangular area with legs thirty feet (30') in length measured along the property lines at a corner.
2. **Awnings Over Public Property:** Awnings over public property shall conform to all provisions of the International Building Code governing such structures. The awning shall maintain a minimum ten-foot (10') clearance above the sidewalk or public property and shall not have signs affixed to the awnings or their supports.
3. **Sign Removal:** Signs identifying a discontinued use on the property shall be removed from the property within thirty (30) calendar days of the time the use was discontinued.
4. **Repair of Building Facade:** A damaged building facade as the result of the removal, repair, replacement or installation of any signs shall be repaired by the property owner within thirty (30) calendar days of the time the use was discontinued.
5. **Moving to New Location:** No sign erected before the adoption of this chapter shall be moved to a new location on the lot or building, or enlarged, or replaced, unless it be made to comply with provisions of this chapter and State law.
6. **Ownership:** The imprint of the sign owner and sign erector of all signs shall be in plain and public view. Signs not carrying such an imprint will be presumed to be owned by the person in possession of the property on which the sign is located.
7. **Lights and Lighted Signs**

I. **Prohibited Signs**

1. **Signs Attached To Public Property:** No sign, handbill, poster, advertisement or notice of any kind or sort shall be fastened, placed, posted, painted or attached in any way or upon any curbstone, lamppost, telephone pole, telegraph pole, electric light or power pole, hydrant, bridge, tree, rock, sidewalk or street, except signs owned and erected by permission of an authorized public agency as required by law.
2. **Flashing Signs:** Signs which use flashing, blinking, or strobing lights are prohibited. Signs which use subtle lighting changes as part of a video screen, or electronic messaging system are permitted.
3. **Rotating Signs:** Signs which move, rotate, flutter in the wind or make noise are prohibited. Temporary banners must be in compliance with the county's policy on banners.

J. **Permit Exceptions** - Notwithstanding any of the provisions of this chapter, the following signs and operations shall not require a sign permit;

1. The changing of the advertising copy or message on a marquee, provided no more than fifteen percent (15%) of the marquee surface will advertise off premises land, products or businesses.

2. Painting, repainting, cleaning and normal maintenance and repair of a sign or sign structure unless a substantial structural change is made.
3. For sale, rent or lease signs, advertising real property, that are thirty-two (32) square feet or less in area. Such sign may be double faced.
4. The display of official notices used by any court, or public body, or public official, or the posting of notices by any public officer, in the performance of a duty, or by any person giving legal notice.
5. Directional, warning, exit, parking or similar informational signs of a public or quasi- public nature, provided they have no advertising effect, and signs directed and maintained by an official body or public utility.
6. Any official flag, pennant or insignia of any nation, state, county or other political unit.
7. Nameplates of two (2) square foot maximum area.
8. Bulletin boards not over sixty-four (64) square feet in area for public, charitable or religious institutions where the same are located on the premises of said institutions.
9. Memorial signs or tablets, names of buildings and date of erection, when cut into any masonry surface or when constructed of bronze or other incombustible material.
10. Wall signs that are painted directly on the wall, provided they do not exceed twenty percent (20%)of the face of the wall on which it is painted.

#### **Section 5: ALL OTHER ZONES**

- A. Business signs shall be allowed after approval of a "Request for Business Sign Permit" and shall be governed by Federal and State Highway rules and regulations, provided, that the Planning Commission may require that signs shall not exceed one (1) sq. ft. of sign area for each one (1) linear foot of street frontage abutting the development portion of the property, provided that any one sign for any one business shall not exceed one-hundred (100) sq. ft. in total surface area and the number of signs for each business may not exceed three (3), the total area of which shall not exceed the total sign area allowance.
- B. Non-business signs shall be permitted or provided with no more than two (2) signs for each use or occupancy. The total allowable square footage for signage are as follows:
  1. Development - maximum 40 square feet
  2. Civic - maximum 14 square feet
  3. Real Estate - maximum 32 square feet
  4. Residential - maximum 2 square feet
- C. All signs are to be flat wall or free standing and such signs shall not be revolving or have moving parts, flashing or intermittent lighting.

**Section 2 ADOPTION: NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COUNTY LEGISLATIVE BODY OF SAN JUAN COUNTY, UTAH, THAT; the San Juan County Board of County Commissioners**

**PASSED, ADOPTED, AND APPROVED** by the San Juan County Board of County Commissioners this 21st day of January 2025, by the following vote:

**Those voting aye:**

**Those voting nay:**

**Those absent or abstaining:**

**BOARD OF SAN JUAN COUNTY COMMISSIONERS**

\_\_\_\_\_  
**Silvia Stubbs, Chair**

**ATTEST:**

\_\_\_\_\_  
**Lyman Duncan, Clerk/Auditor**

KEY: "P" = PERMITTED USE (ALLOWED) "C" = CONDITIONAL USE PERMIT REQUIRED "--" = PROHIBITED (NOT ALLOWED) **Any use not listed is not allowed. Any combination of permitted uses is a permitted use. Additional uses shall be requested as a Zoning Amendment.	Reference	Residential (R)	Agricultural (AG)	Highway Commercial (HC)	Community Commercial (CC)	Multiple Use (MU)	Industrial (I)	Recreational Support (REC)
Accessory Building(s) <i>*supports primary use and may not be used for human occupancy</i>		P	P	P	P	P	P	P
Agricultural Industry <i>*including animal feed yards, fur farms, production of agrochemicals, feed manufacturing, etc.</i>		--	C	--	--	--	C	--
Agricultural Production, Storage & Sales <i>*including hay, grain, and other feeds</i>		--	P	P	P	P	P	P
Agricultural Commercial Farms & Ranches <i>*including wholesale and retail space</i>		--	P	--	--	P	--	--
Air Transport Overlay Zone <i>*including airports, airstrips, heliports, and hangar homes</i>		--	C	--	--	C	--	C
Apiary (Commercial Beekeeping)		--	P	--	--	P	--	--
Auction House (livestock)			P	P	--	--	--	--
Automobile Sales / Rentals (new & used)		--	--	P	P	--	P	--
Automotive Accessories / Farm Machinery / Equipment Sales		--	--	P	P	--	P	--
Automobile Service Stations / Auto Repair <i>*does not include a junk or salvage yards</i>		--	--	P	P	P	P	--
Aviary / Hatchery		--	P	--	--	P	--	--
Bakery Products / Commercial Manufacturing		--	--	P	P	--	P	--
Bakery / Confectionery / Deli Counters		--	--	P	P	P	P	P
Bank / Financial Institutions		--	--	P	P	P	P	--
Barber & Beauty Shops / Cosmetic Services		--	P	P	P	P	P	--
Big Box Retail		--	--	P	--	--	P	--
Bicycle Shops		--	--	P	P	P	P	P
Boat Storage Yard				P	P			P
Bowling Alley		--	--	P	P	C	C	--
Building Materials / Hardware Stores		--	--	P	P	P	P	--
Bus Terminals		--	--	P	--	--	P	--
<b>Butcher Shops</b>		--	P	--	P	P	--	--
Cabinet Shops		--	--	P	P	P	P	--
Camp Parks / Resorts / Glamping		--	C	--	C	C	--	C
Commercial Canning		--	--	--	--	--	P	--
Childcare Center <i>*not including home occupation childcare</i>		C	--	--	P	P	--	--
Chemical / Drug Manufacturing		--	--	--	--	--	C	--
Church / Temple / Place of Worship		P	--	--	P	P	--	--
Clinic (medical / dental)		C	--	P	P	P	--	--
Concrete / Gypsum / Plaster Productions		--	--	--	--	--	C	--
Confectionery / Commercial Manufacturing		--	--	--	--	--	P	--
Contractor Services / Construction Yards		--	P	P	P	P	P	--
Dairies / Dairy Products Manufacturing		--	C	--	--	--	C	--
Dwelling, Single-Family		P	P	--	P	P	--	P
Dwelling, Two-Family / Duplex		P	P	--	P	P	--	P
Dwelling, Multiple-Family / Apartments		C	--	--	C	P	--	--
Dwelling, Accessory Units		P	P	--	C	P	--	P
Dwelling, Second Floor Residential Units		--	--	P	P	P	--	P
Dwelling, Manufactured Homes / Trailer Park <i>*units must be permanently affixed</i>		C	C	--	C	C	--	--
Dwelling, RV/Trailer Long Term Use <i>*minimum lot size of 0.5 acre and are connected to approved water, power, and sewer</i>		P	P	--	P	P	P	P
Educational Facility, Private		--	--	--	P	P	--	--
Educational Facility, Public		P	--	--	P	P	--	--
Electric Vehicle Charging Stations		C	C	C	C	C	C	C
Enclosed Storage, Commercial		--	--	P	P	P	P	--
Energy Production, Commercial <i>*includes oil/gas, solar, wind farms, geothermal, biofuels, etc</i>		--	C	--	--	C	C	--
Evaporation Ponds <i>*not associated with Type 3 Animal Density operations</i>		--	C	--	--	C	C	--
Fabrication of Apparel		--	--	P	P	--	P	--
Fabrication of Electronics		--	--	--	--	--	P	--
Fabrication of Metal Products		--	P	--	--	--	P	--

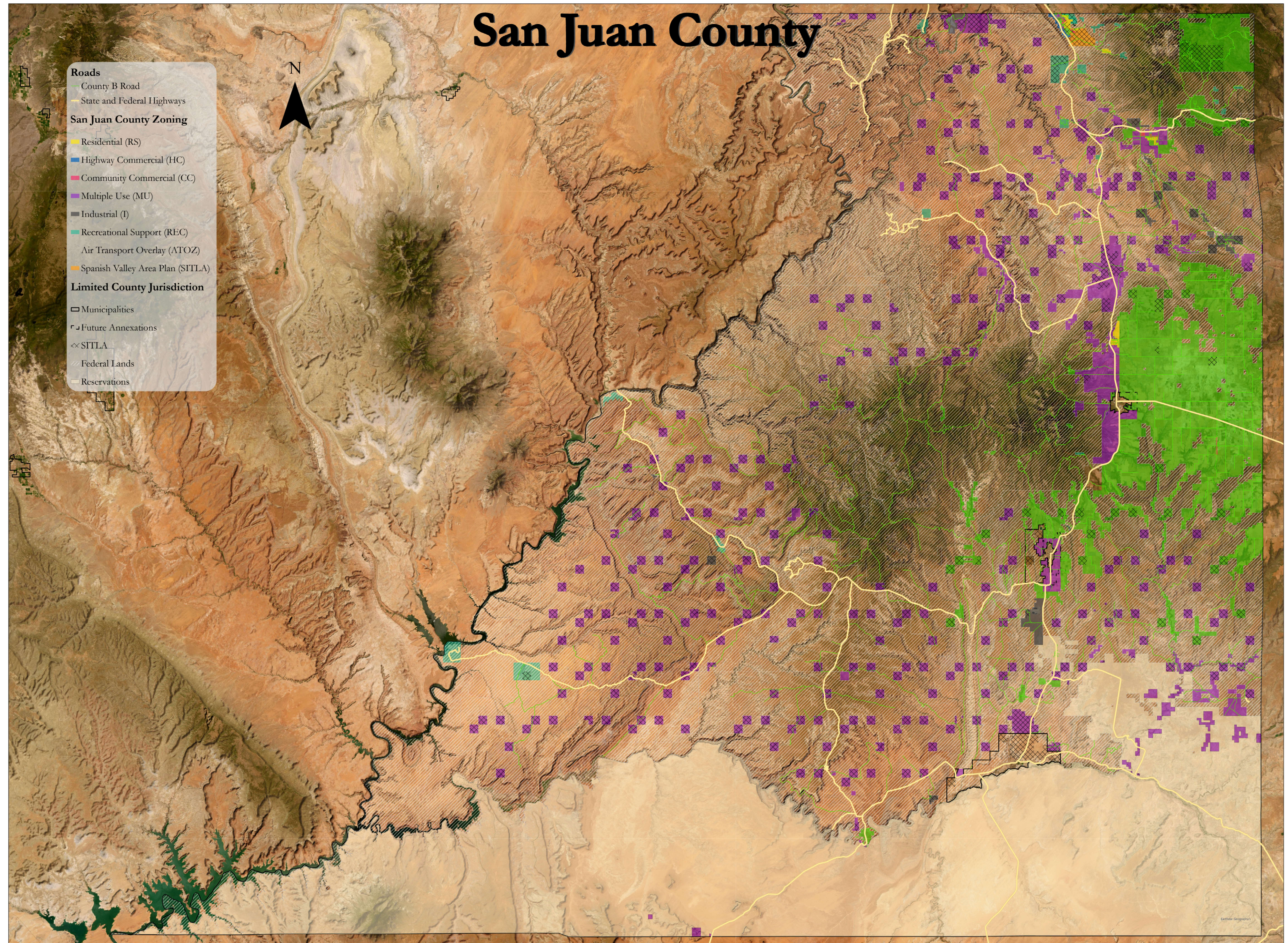
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Flex Office and Warehousing		--	--	P	P	P	P	--
Food Preparations / Commercial Manufacturing		--	--	--	--	--	P	--
Forest Industry / Sawmills / Wood Products		--	P	--	--	--	P	--
Fuel Service Storage & Sales (propane, etc.)		--	--	P	--	--	P	--
Funeral Home / Mortuary		--	--	P	P	P	--	--
Fur Goods Manufacturing / Taxidermy		--	--	--	--	C	C	--
Gas Stations / Truck Stops / Associated Convenience Stores & Services		--	--	C	C	C	P	C
Grazing		--	P	P	--	P	P	P
Golf Courses		C	C	C	C	C	--	C
Government Facilities		--	P	P	P	P	--	P
Gravel Pits / Critical Infrastructure <i>*Vested critical infrastructure materials operations as defined in Utah Code 17-27a-1001 et seq.</i>		--	P	--	--	P	P	--
Grocery Stores / Supermarkets		--	--	P	P	P	--	P
Gyms / Fitness Centers / Indoor Climbing		--	--	P	P	P	--	--
Home Occupations		P	P	--	P	P	--	P
Hospitals		--	--	P	C	--	--	--
Hotels / Motels		--	--	P	C	C	--	C
Junk / Salvage Yard		--	--	--	--	--	C	--
Kennels		--	C	C	C	--	--	--
Laundrying / Dry Cleaning		--	--	C	C	C	P	--
Leather Works / Products		--	P	--	P	P	P	--
Manufacturing, General <i>*not involving noxious odors or caustic chemicals</i>		--	--	--	--	--	C	--
Manufacturing, General <i>*all other types not designated elsewhere</i>		--	--	--	--	--	C	--
Manufacturing of Beverages		--	--	--	--	--	P	--
Manufacturing of Glass / Glassware		--	--	--	--	--	P	--
Manufacturing of Grain Mill Products		--	P	--	--	--	P	--
Manufacturing of Hardware Products		--	--	--	--	--	P	--
Manufacturing of Heating / Plumbing Equipment		--	--	--	--	--	P	--
Manufacturing of Meat Products		--	--	--	--	--	C	--
Manufacturing of Paper Products		--	--	--	--	--	P	--
Manufacturing of Rubber Products		--	--	--	--	--	C	--
Manufacturing of Scientific Instruments		--	--	--	--	--	P	--
Manufacturing of Telecommunication Equipment		--	--	--	--	--	P	--
Manufacturing of Textiles		--	--	--	--	--	P	--
Marine Equipment Sales & Service		--	--	P	P	--	C	C
Mining		--	C	--	--	C	C	--
Mining, Raw Processing / Separation		--	--	--	--	--	C	--
Manufactured Homes / Tiny Home, Fabrication		--	--	--	--	--	P	--
Manufactured Home, Sales		--	--	P	--	--	P	--
Movie Theater		--	--	P	P	P	--	--
Nursery / Greenhouses / Farm Stands		C	P	--	P	P	--	P
Nursing / Rehabilitation Homes / Assisted Living / Group Homes / Adult Care Facilities		--	--	C	P	P	--	--
Office Space		--	--	P	P	P	P	--
<b>Paint / Powder Coating Shops</b>		--	P	P	--	--	P	--
Park / Open Space, Public		P	P	P	P	P	P	P
Parks, Private		C	P	--	--	--	--	C
Pet Stores		--	--	P	P	P	--	--
Printing / Publishing		--	--	P	P	P	P	--
Public Uses or Quasi Public Uses <i>*dams/reservoirs, cemeteries, libraries, fire stations, community centers, non-profit institutions, etc.</i>		--	C	C	C	C	--	C
Public Utility Support Buildings		C	P	P	P	P	P	C
Restaurants, Fast Food / Drive-Through		--	--	P	P	P	--	C
Restaurants, Food Truck Vendors <i>*not including temporary permitted events</i>		--	P	P	P	P	--	C
Restaurants, Dine-In Seating		--	--	P	P	P	--	P
Retail, General <i>*all other types not designated elsewhere</i>		--	--	P	P	P	--	P



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Retail, Wholesale Products		--	--	P	P	P	P	--
RV Camp / Hunting Camp (seasonal) <i>*with use of 180 days per calendar year</i>		--	P	--	--	P	--	P
RV Parks <i>*3 or more RV's/Camp Trailers unit hook ups on a parcel</i>		--	C	C	C	C	--	C
RV Storage Yards		--	--	P	--	--	P	--
Sexually Oriented Businesses		--	--	C	--	--	P	--
Short Term Rentals / Overnight Accommodations		--	P	--	P	P	--	P
Signs		P	P	P	P	P	P	P
Silviculture (timber production)		--	P	--	--	P	--	--
Stables / Arenas / Boarding Stalls (Commercial)		--	P	--	P	P	P	P
Stables / Horse Barns / Corrals (Private)		P	P	--	P	P	--	P
Stock Ponds		P	P	--	P	P	P	P
Stone Products Manufacturing		--	--	--	--	--	C	--
Storage Yard <i>*all other types not designated elsewhere</i>		--	C	C	--	--	C	--
Telecommunication Towers		C	C	C	C	C	C	C
Temporary Buildings <i>*uses incidental to construction work, including living quarters of guards or night-watch; such buildings must be removed upon completion of the construction work.</i>		C	C	C	C	C	C	C
Transfer Stations & Landfills, Public		--	C	--	--	--	--	--
Veterinarian / Animal Clinics		--	P	P	P	P	P	--
Water Storage / Rainwater Collection		P	P	P	P	P	P	P

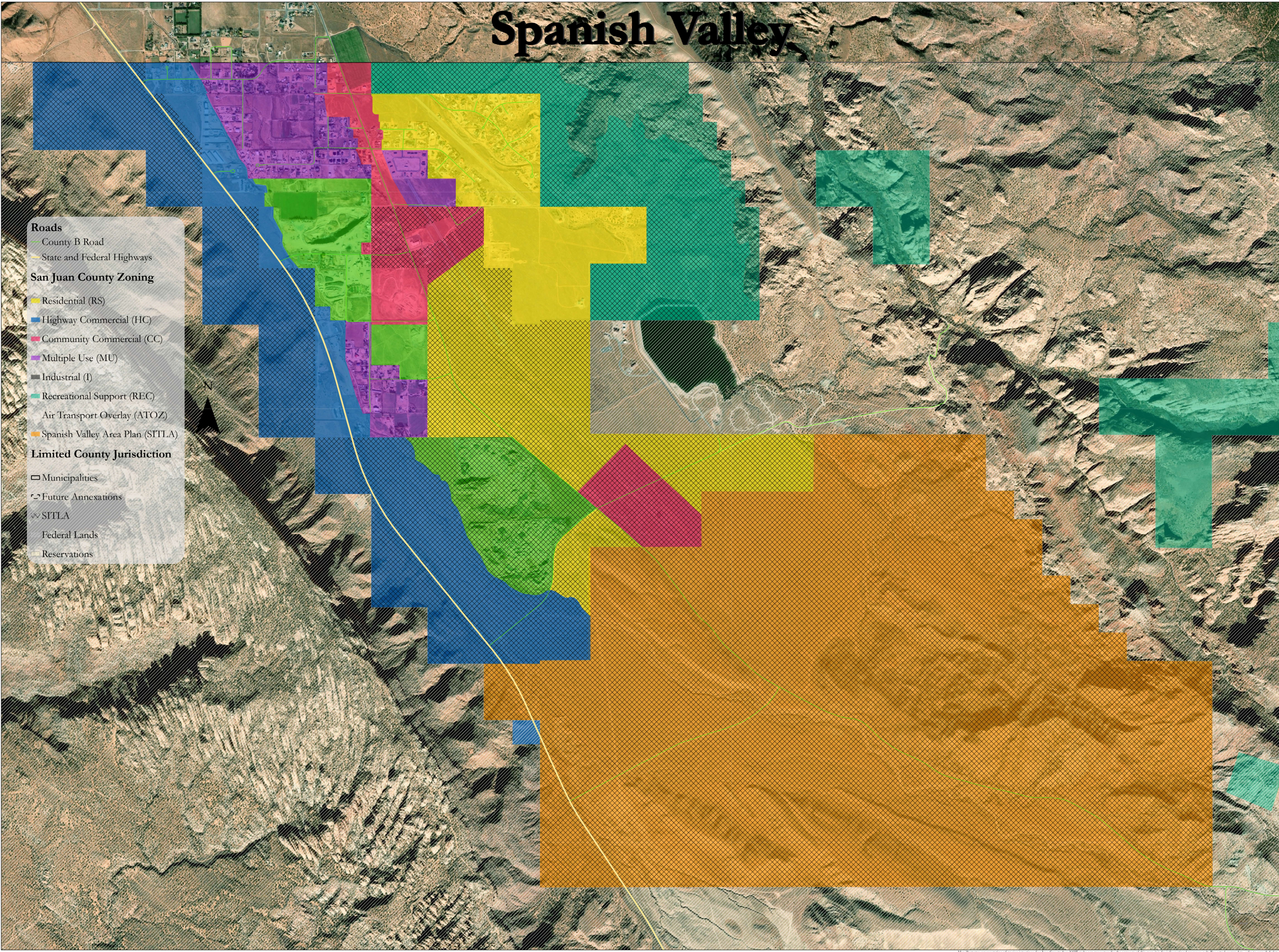
# San Juan County

- Roads**
- County B Road
  - State and Federal Highways
- San Juan County Zoning**
- Residential (RS)
  - Highway Commercial (HC)
  - Community Commercial (CC)
  - Multiple Use (MU)
  - Industrial (I)
  - Recreational Support (REC)
  - Air Transport Overlay (ATOZ)
  - Spanish Valley Area Plan (SITLA)
- Limited County Jurisdiction**
- Municipalities
  - Future Annexations
  - SITLA
  - Federal Lands
  - Reservations



- Map illustrates representation of zoning intentions. San Juan County does NOT make any guarantees for the accuracy of this map, it is for informational purposes only. For actual survey data, refer to recorded plats.  
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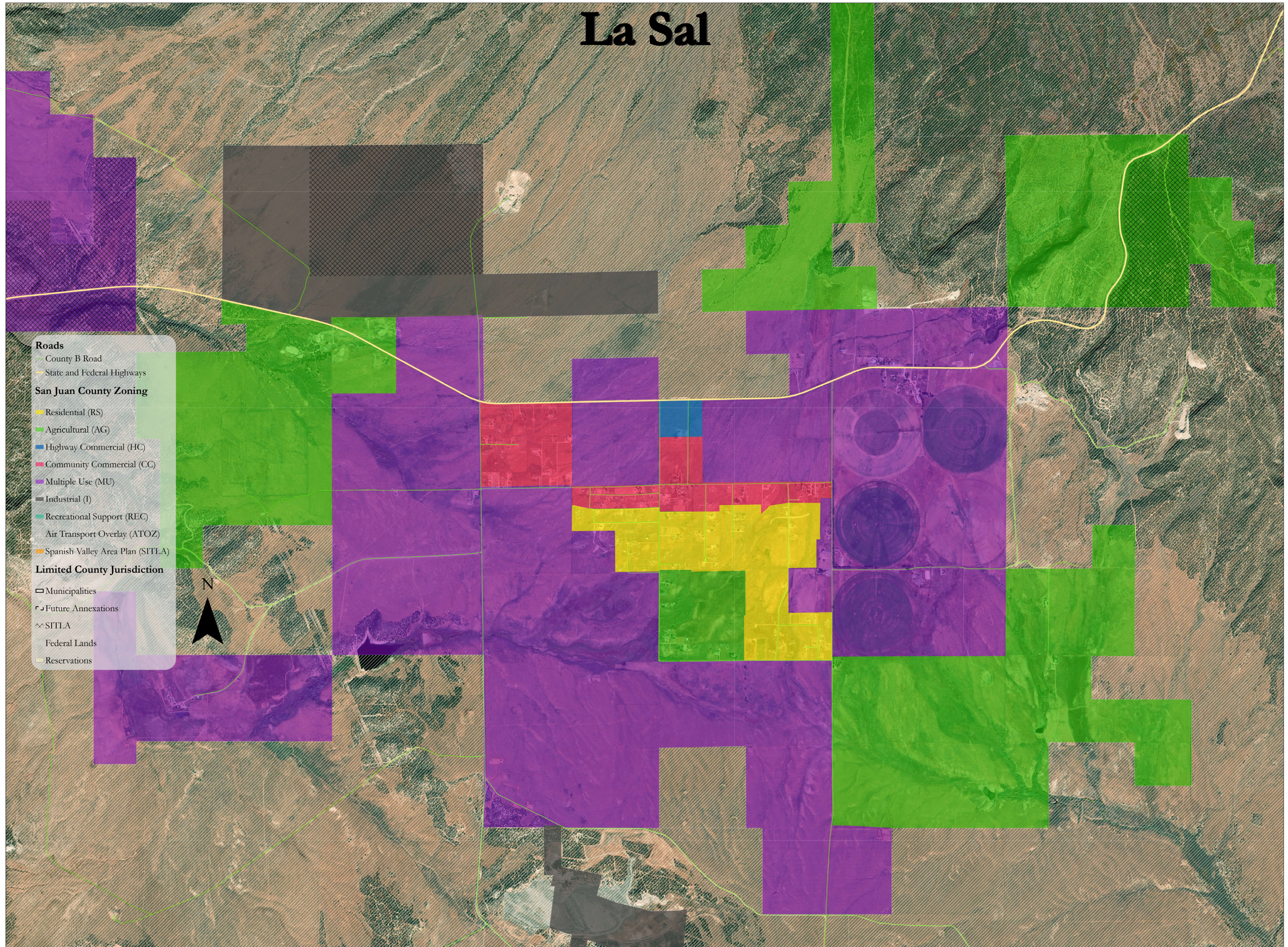
# Spanish Valley



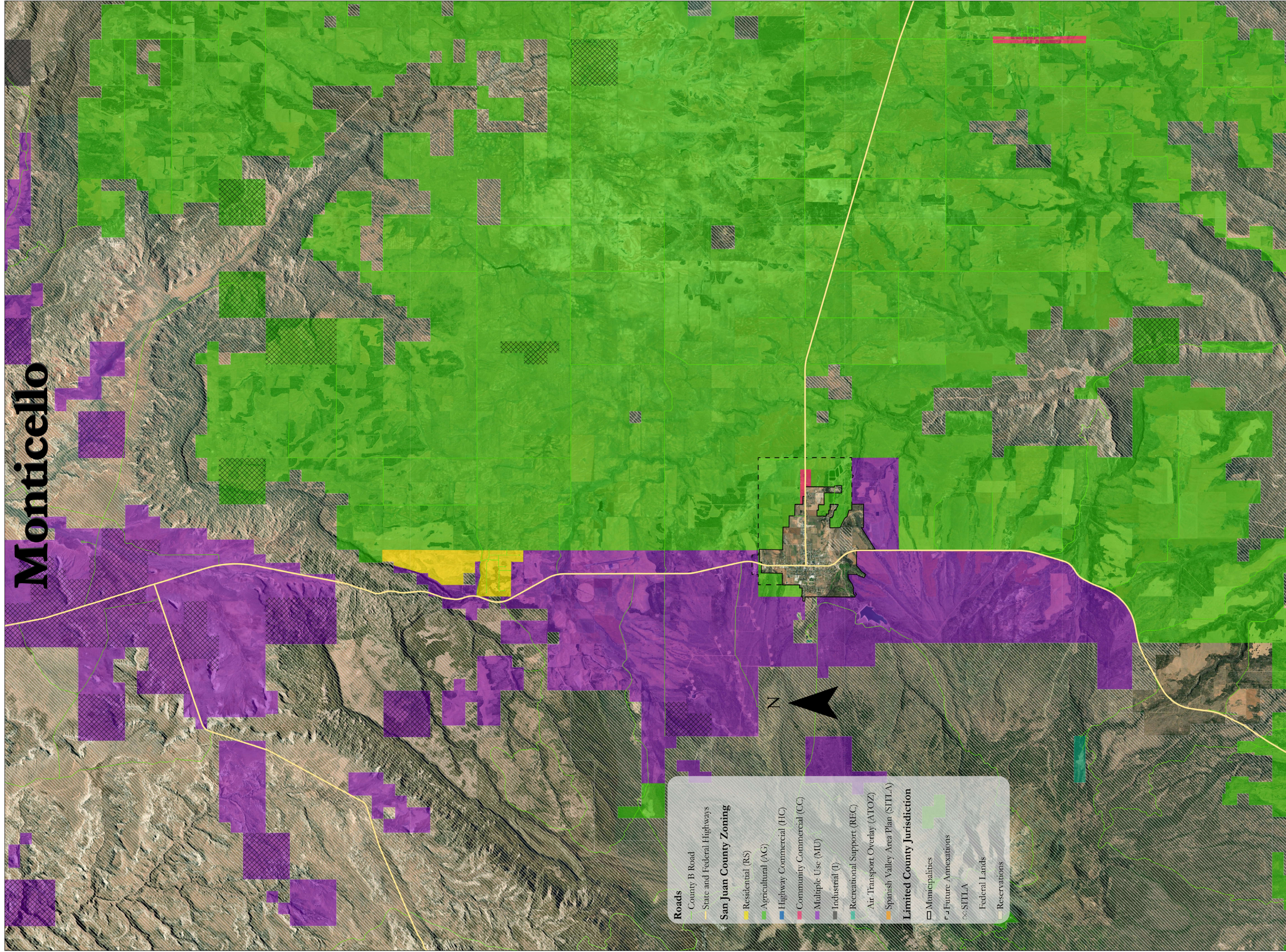
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# La Sal



# Monticello



**Roads**

- County B Road
- State and Federal Highways

**San Juan County Zoning**

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- Agricultural (AG)
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**Limited County Jurisdiction**

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# Blanding

**Roads**

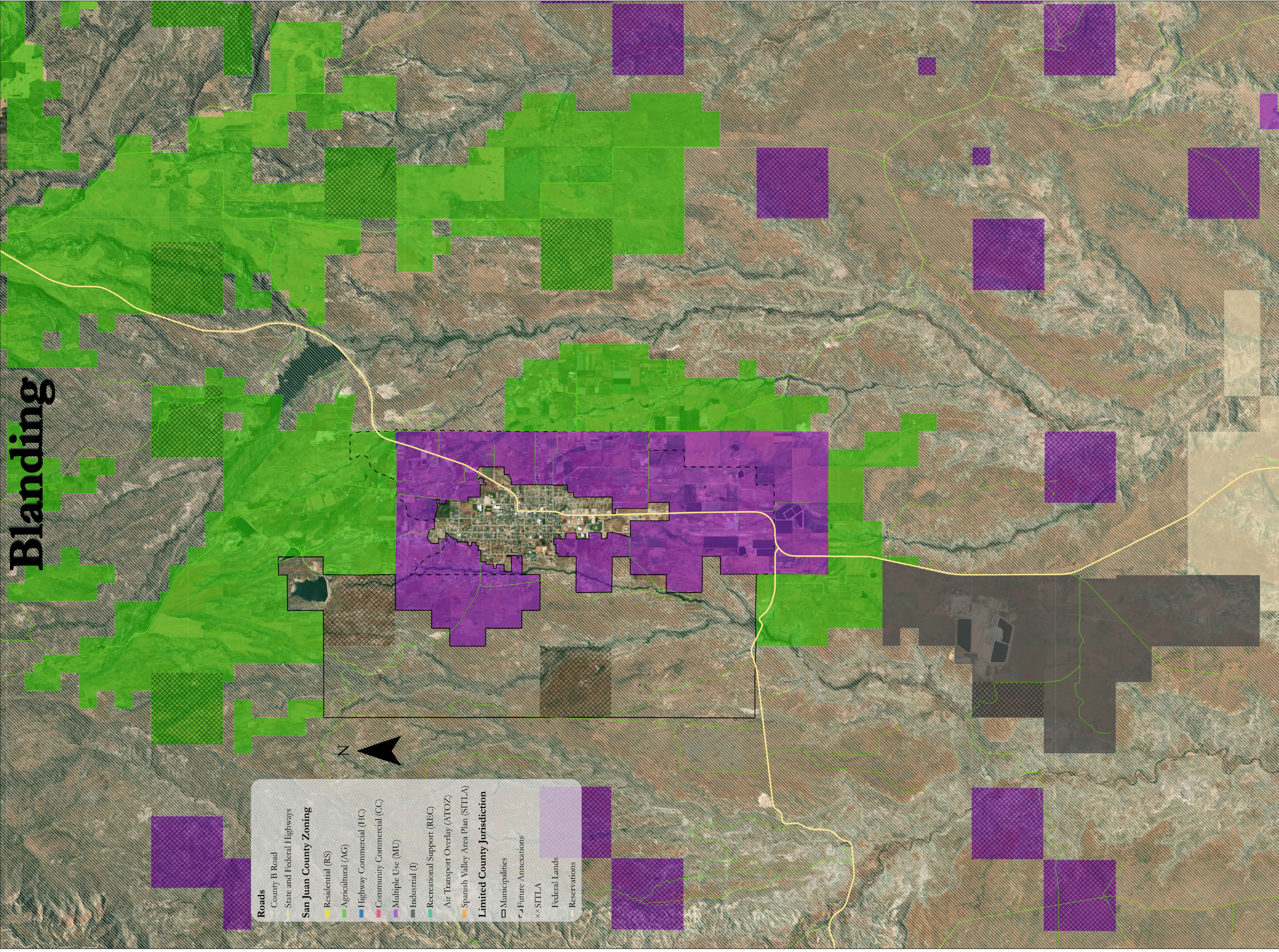
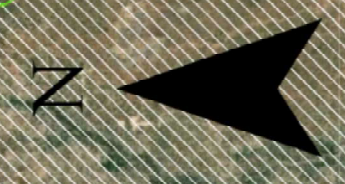
- Country B Road
- State and Federal Highways

**San Juan County Zoning**

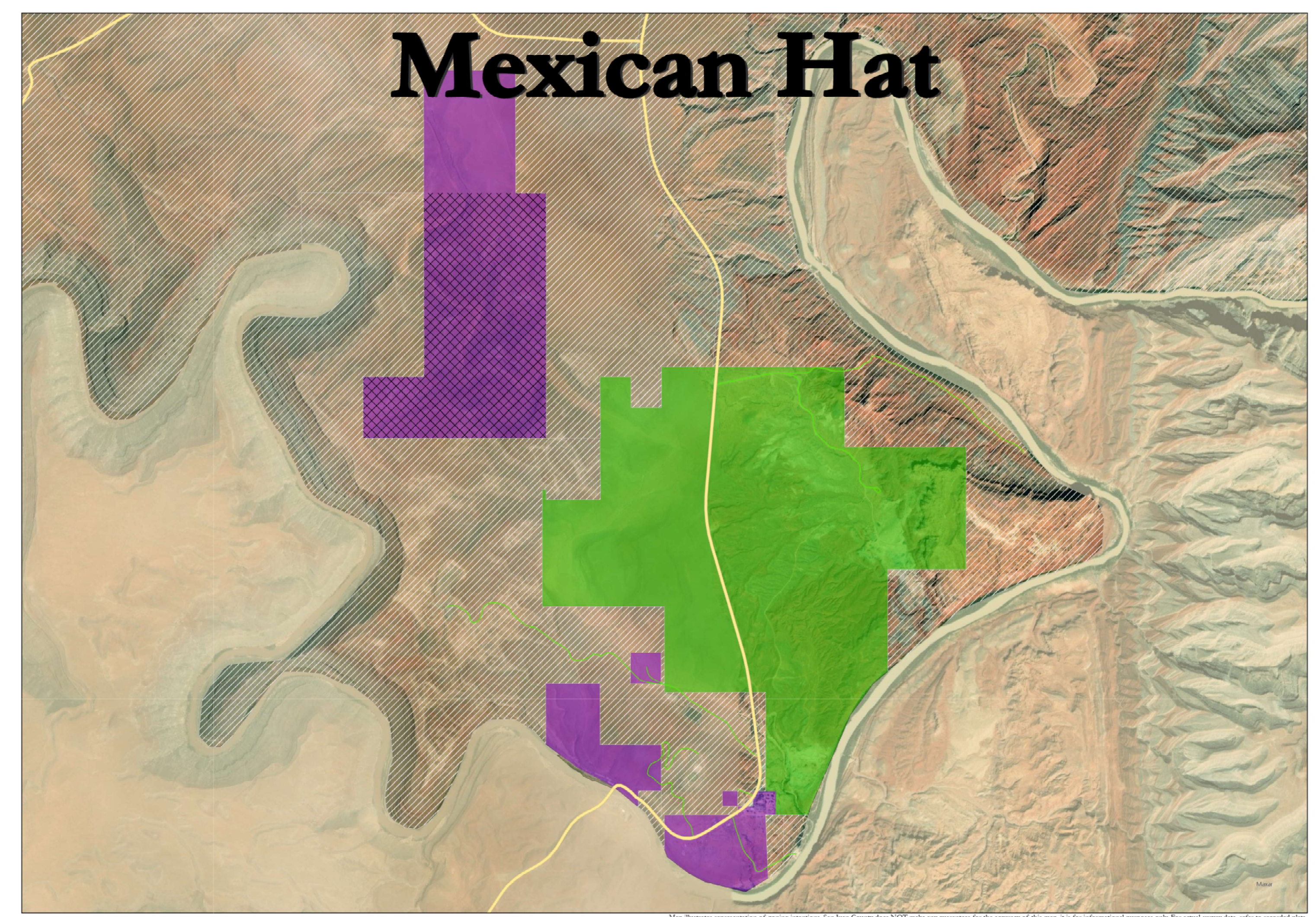
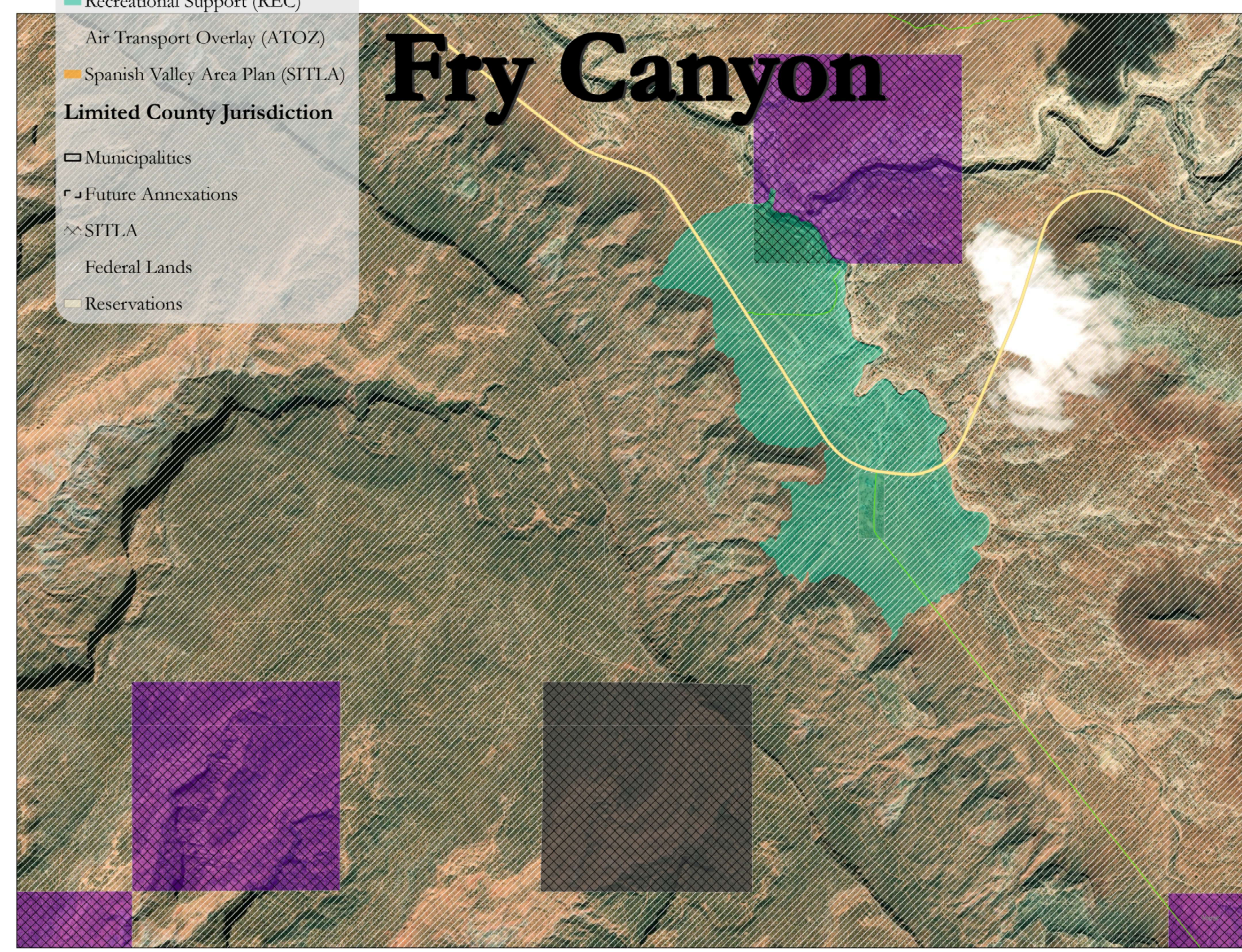
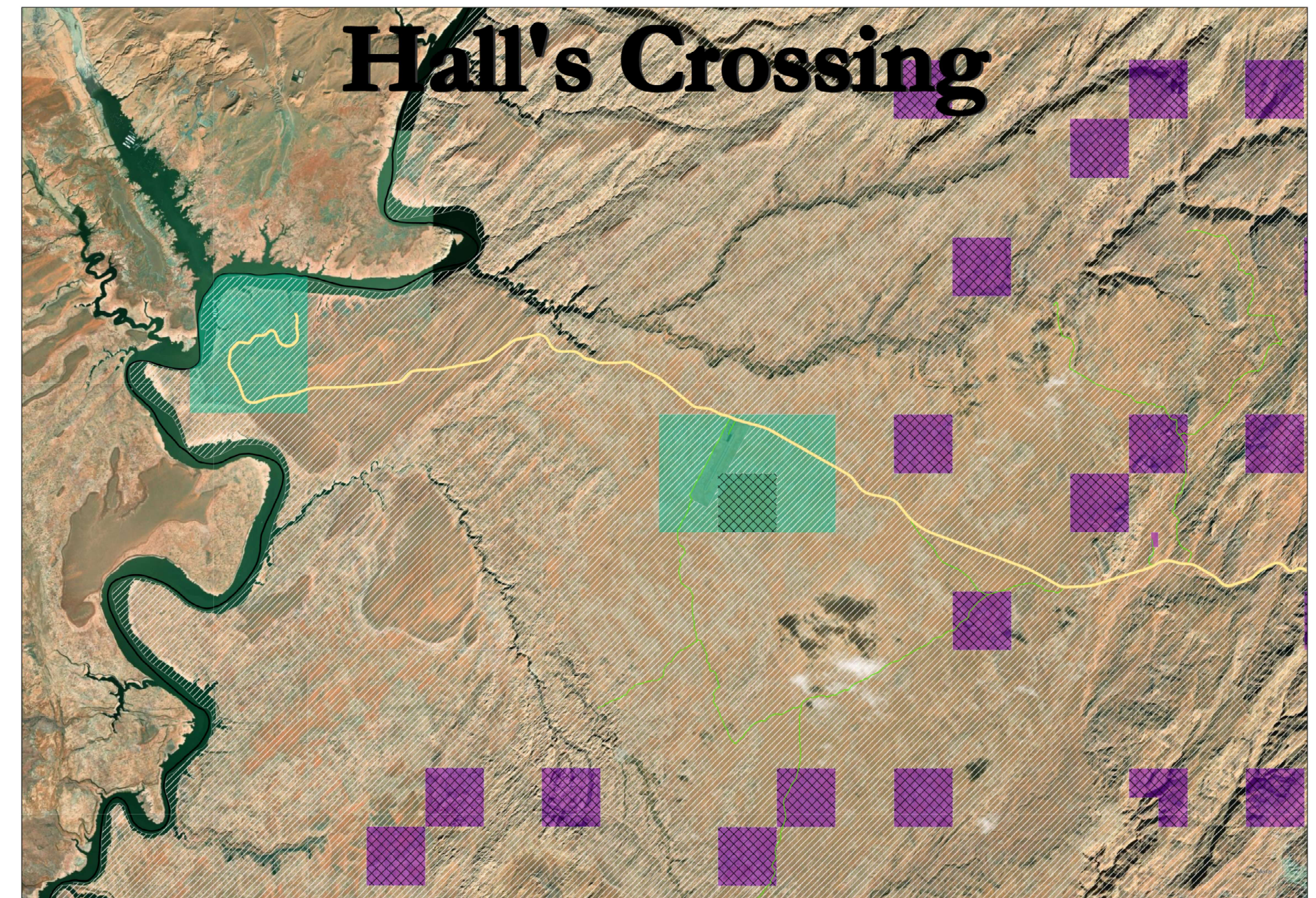
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**Limited County Jurisdiction**

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- Future Annexations
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# Lisbon Valley

**Roads**

- County B Road
- State and Federal Highways

**San Juan County Zoning**

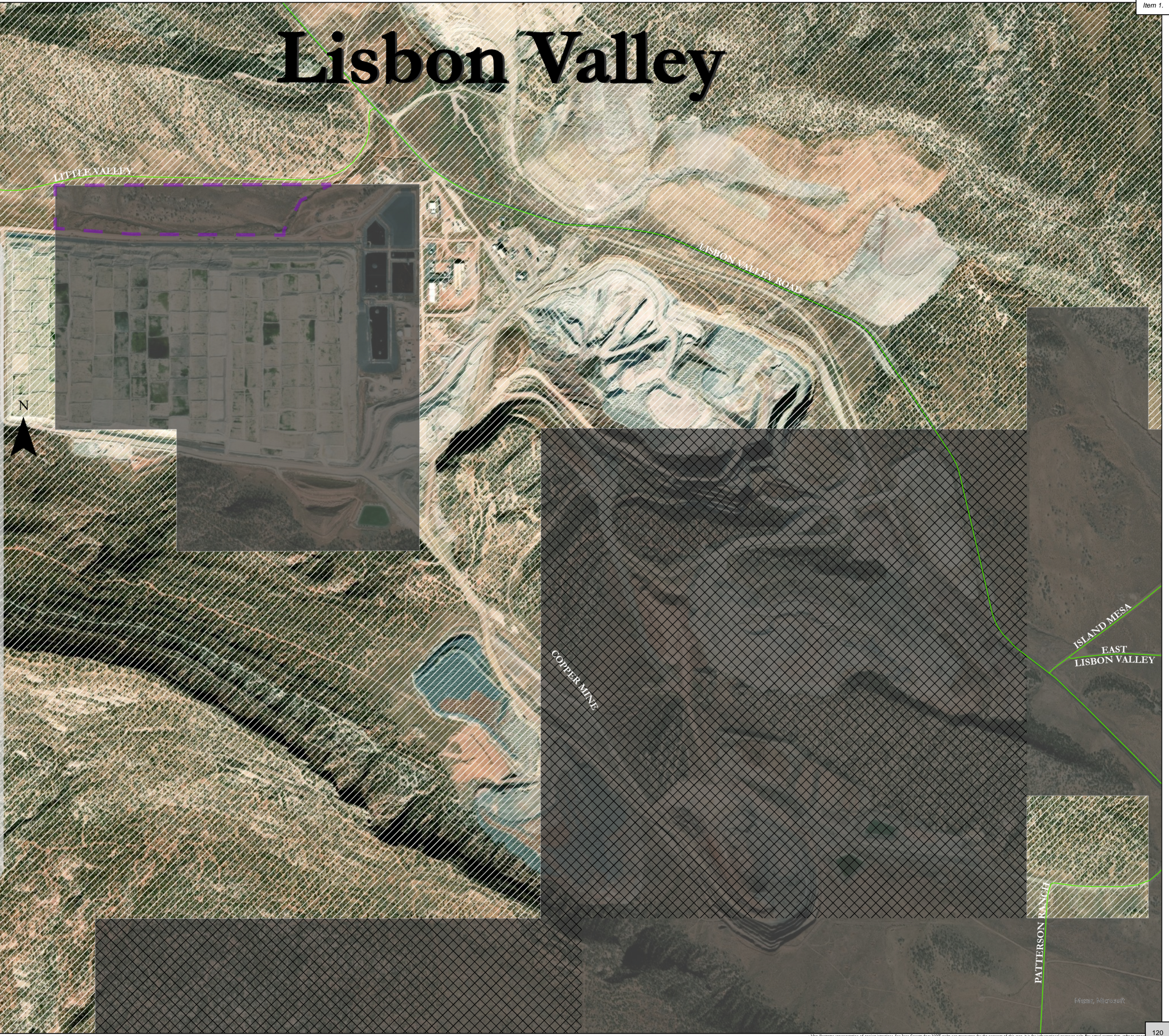
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**Limited County Jurisdiction**

- Municipalities
- Future Annexations
- SITLA
- Federal Lands
- Reservations

**Proposed Zone**

- Agricultural
- Multiple Use
- Recreational Support





# Spanish Valley

**Roads**

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- State and Federal Highways

**San Juan County Zoning**

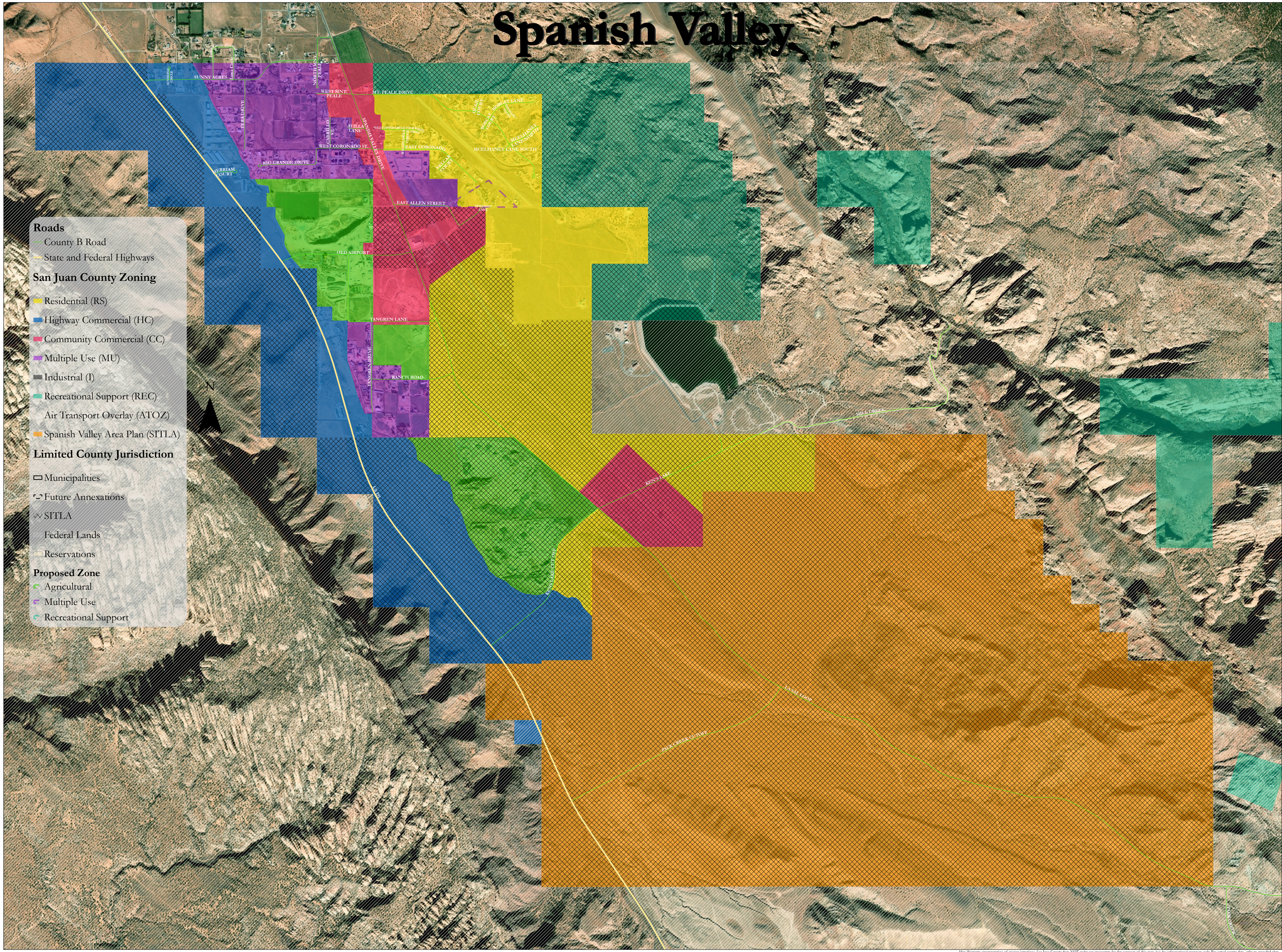
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**Limited County Jurisdiction**

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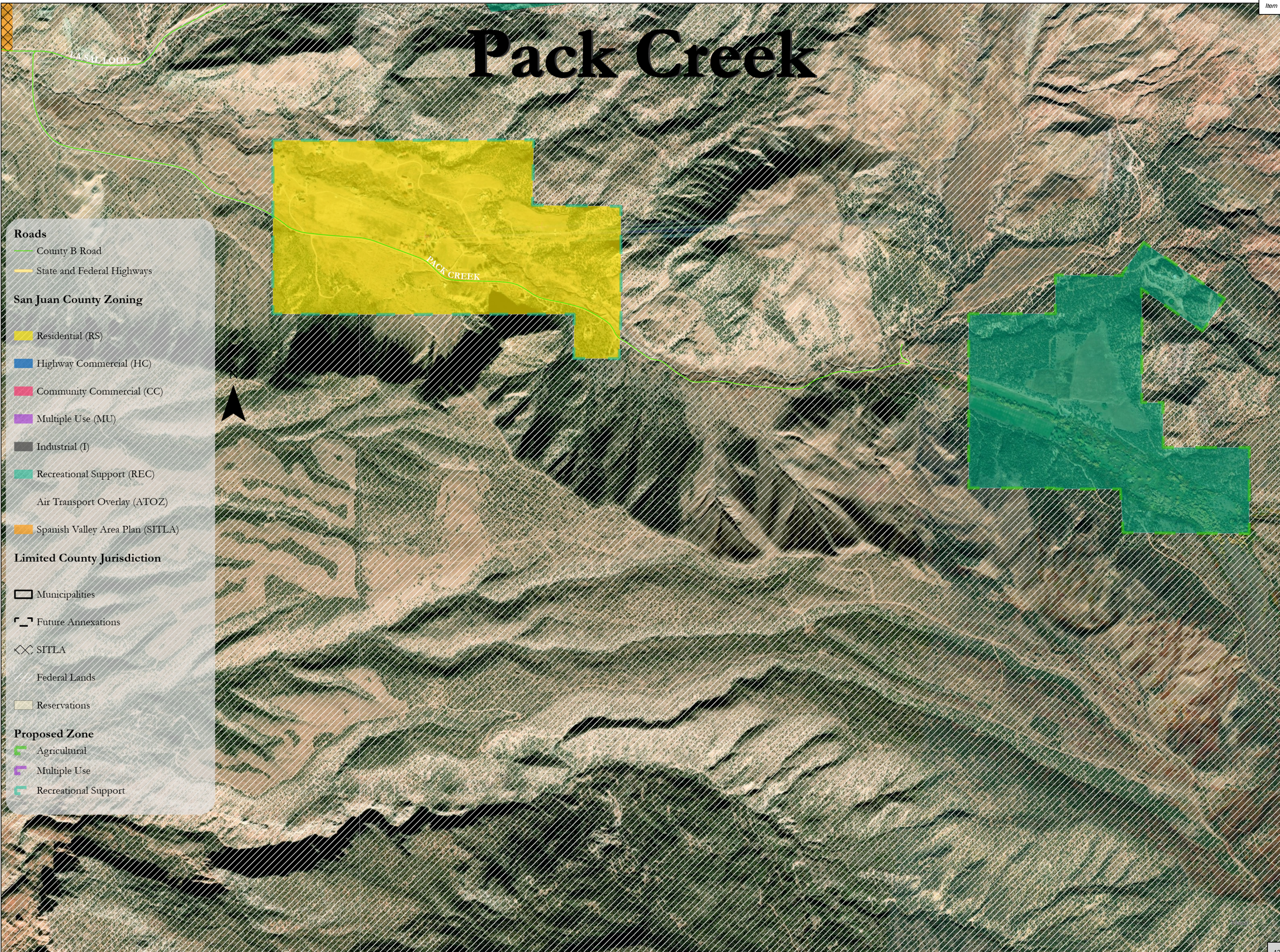
**Proposed Zone**

- Agricultural
- Multiple Use
- Recreational Support



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# Pack Creek



**Roads**

- County B Road
- State and Federal Highways

**San Juan County Zoning**

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**Limited County Jurisdiction**

- Municipalities
- Future Annexations
- SITLA
- Federal Lands
- Reservations

**Proposed Zone**

- Agricultural
- Multiple Use
- Recreational Support

**San Juan County**  
117 So Main Street  
Monticello, UT 84535  
Ph: 435-587-3225



**Purchase From**  
LSC Environmental  
2183 Pennsylvania Ave  
Apalachin, NY 13732  
607-625-3050  
Attention To :

State Contracted

**Deliver To**  
San Juan County Landfill  
South Hwy 191, MM 35 1/2  
Blanding, UT 84511  
435-678-3070  
Attention To :

**Purchase Order**  
P. O. No# 25-002  
Date 1/6/2025  
Your Ref# QUO0002953  
Our Ref# 25-001  
Credit Terms

Product ID	Description	Quantity	Unit Price	Amount
POSI-50-BR	Posi-Shell Brown Base Mix-50 lb bags	480	\$38.50	\$18,480.00
520014-PSC	Pallet Surcharge	8	\$5.00	\$40.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Sub Total</b>				<b>\$18,520.00</b>
<b>Tax</b>				<b>Exempt</b>
<b>Freight</b>				<b>\$2,067.00</b>
<b>Invoice Total</b>				<b>\$20,587.00</b>
<b>Amount Paid</b>				
<b>Balance Due</b>				<b>\$20,587.00</b>

Approved:

Department Head: \_\_\_\_\_

County Admin: \_\_\_\_\_

Terms and Conditions:



2183 Pennsylvania Ave  
 Apalachin NY 13732  
 United States  
 Phone (607) 625-3050  
 Fax (607) 625-2689

25-002

Quote Item 2.

#QUO0002953

01/03/2025

**Bill To**

San Juan County Landfill  
 PO Box 9  
 Monticello UT 84535  
 United States

**Ship To**

San Juan County Landfill  
 South Hwy 191, Mile Post 35  
 Blanding UT 84511  
 United States

**TOTAL**

**\$20,587.00**

Expires: 02/02/2025

**Exp. Close**

01/03/2025

**Terms**

Net 30

**Sales Rep**

039 Palmer, Tyler

**Shipping Terms**

FOB ORIGIN

Quantity	Item	Price	Extended Price
480	<b>POSI-50-BR Posi-Shell Brown Base Mix - 50lb Bag</b> Posi-Shell Brown Base Mix - 50lb Bag	\$38.50	\$18,480.00
8	<b>520014-PSC Pallet Surcharge</b> Pallet Surcharge	\$5.00	\$40.00
1	<b>520014 Product Shipping Charge</b> Product Shipping Charge	\$2,067.00	\$2,067.00

**Note:**

Your order is accepted subject to the Terms and Conditions of Sale set forth on both sides hereof and on any continuation sheets.  
 Acceptance is expressly conditional on your assent to the Terms and Conditions of Sale.  
 Applicable sales tax will be added to the final invoice.

**Subtotal**

\$20,587.00

**Sales Tax (%)**

\$0.00

**Total**

\$20,587.00

*Thank you for your interest.  
 Shipping quotes are estimates only.*



QUO0002953

## TERMS AND CONDITIONS OF SALE

### 1. ACCEPTANCE

By accepting the order of Products (as defined below), Customer is deemed to have agreed to all of these Terms and Conditions of Sale (the "Terms"). The Terms, together with the Sales Order or Quote on the reverse side hereof, shall constitute the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof (the "Agreement"). All stenographic or clerical errors or omissions, however, are subject to correction.

### 2. PRICE AND TRADE TERMS

All prices listed by LSC Environmental Products, LLC (herein called "LSC") on the reverse side hereof (sometimes called "hereon") for the products listed hereon ("Products") are in U.S. dollars. All transportation, insurance, and other charges for delivery of the Products from LSC's Apalachin, NY facility or such other facility to the Customer listed hereon represent estimated charges in effect on the date of the reverse side hereof. Notwithstanding the trade terms quoted hereon, the following charges are (unless otherwise specified hereon) not included in the trade term prices and charges listed hereon and LSC reserves the right to separately charge Customer for them: (a) certain taxes, customs and export and import duties; (b) all miscellaneous charges, such as weighing and inspection charges, and charges for consular invoices and certificates of origin; and (c) charges in effect at the time or times of shipment which are not in effect on the date of the reverse side hereof or which LSC could not reasonably know were in effect on such date.

### 3. TERMS OF PAYMENT

Unless otherwise specified hereon, the Customer shall pay the full price and other charges, fees and taxes on the reverse side hereof within thirty (30) days after the date hereof. If, in LSC's sole judgment, the financial condition of the Customer does not justify continuation of production or shipment on the terms specified herein, LSC may cancel any unfilled orders from the Customer or parts thereof and/or may require immediate payment for all Products delivered and/or full or partial payment in advance for all Products not delivered or a letter of credit therefor, at LSC's sole option. A charge of the lower of 1 % per month or the per-month highest legal rate will apply to all amounts due beyond the terms stated hereon. Customer shall pay legal fees and other costs incurred by LSC in connection with enforcement (including collection of past due amounts) of this Agreement.

### 4. SHIPMENTS

Unless complete and specific shipping instructions are received from the Customer substantially before the shipment date, LSC reserves the right to use its best judgment in selecting the appropriate means of shipment. All Products shipped will be F.O.B. Apalachin, NY or such other place as designated by LSC. LSC reserves the right to make partial shipments and to invoice Customer therefor. Risk of loss and, unless otherwise specified, title to the Products shall pass to Customer upon delivery of the Products by LSC to the carrier and LSC's responsibility for loss or damage shall cease.

### 5. PACKAGING

LSC shall package each shipment in conformance with good commercial practice and in a manner reasonably sufficient to protect the Products, all written and electronic material related to the Products provided by LSC to Customer, including, but not limited to, specification sheets, instructions, user and service manuals, and installation guides (all such material, collectively, "Documentation"), and any components or parts, incorporated into the Products (collectively, "Parts"), from loss or damage.

### 6. DELIVERY

Delivery dates and times are approximate only. Customer shall not refuse to take delivery of Products on account of any reasonable delay. Quantities shipped shall be subject to standard industry shipping tolerances.

### 7. TERMINATION, CANCELLATION, MODIFICATION OR AMENDMENT

The Agreement is not subject to termination, cancellation, modification or amendment in any respect by the Customer except upon written request accepted in writing by LSC, and then only upon payment by the Customer of all reasonable termination, cancellation, modification or amendment charges determined by LSC. LSC will not accept cancellations for custom Products. In the event of any modification or amendment LSC may, at its option, revise its price and delivery schedule hereunder to provide for such modification or amendment. LSC reserves the sole right to terminate the Agreement without charge: (a) at the convenience of LSC for any reason upon thirty (30) days written notice of termination; (b) in the event LSC does not receive all of the following within a reasonable time, not exceeding thirty (30) days, after the acceptance hereof: (i) all export and Import licenses, and (ii) other documents and authorizations deemed necessary or desirable by LSC; (c) immediately upon written notice of termination, if Customer breaches any provision of Section 10 hereof; (d) except as provided in subpart (c) of this Section 7, if Customer breaches any material provision hereof or thereof and fails to cure such breach within thirty (30) days after its receipt of written notice of such breach; or (e) the Customer: (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganization, (iv) has a receiver appointed, (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, Customer shall only be in breach if such petition or proceeding has not been dismissed within 90 days; or (vi) is convicted of a felonious act under the laws of the United States or any other law. LSC reserves the right to cancel the Agreement or any part thereof, or to suspend delivery of any or all Products hereunder, without liability on its part, if its ability to manufacture, or have manufactured, or deliver Products is prevented, impaired or delayed by any force majeure event as contemplated in Section 14 hereof.

### 8. CLAIMS AND RETURNS

All claims for shortages, discrepancies, or obvious defects in the Products shipped must be made in writing within fifteen (15) days of delivery of shipment. No Products will be accepted for credit by LSC if shipment has been made in accordance with the Customer's purchase order. NO PRODUCTS MAY BE RETURNED TO LSC FOR ANY REASON WITHOUT SECURING A RETURN AUTHORIZATION FROM LSC'S SALES DEPARTMENT PRIOR TO SHIPMENT. Any return shipment, when authorized, will only be allowed in conformity with the return authorization. Transportation charges with respect to any returns must be prepaid by Customer. Custom Products are not returnable. Restocking charges of 25% will be applied to all returned Products. All returned Products must be unused and undamaged. Only full pallet Product may be returned.

### 9. PROPRIETARY RIGHTS

a. **LSC IP and License.** All rights, including, without limitation, Intellectual Property Rights (defined below), title, and interest in and to intellectual property contained in or associated with all materials, equipment, technology, and custom features, including but

not limited to Post-Shell Environmental Coatings, formulas, flares, (including but not limited to any modifications, and improvements to any of the foregoing by or authorized by LSC, Customer, or any third party) ("LSC IP"), belongs to and shall remain the sole property of LSC. LSC grants to Customer, and Customer hereby accepts, a non-exclusive, non-transferable license to use LSC IP provided to Customer pursuant to the Agreement only in connection with Customer's business, solely for Customer's business purposes, and solely in connection with the Intended purposes, for the Term set forth in this Section 9. Except as expressly set forth herein, Customer shall have no rights in LSC IP. "Intellectual Property Rights" means all intellectual property rights and industrial property rights (throughout the universe, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not perfected, including, without limitation, all (a) patents, reissues of and examined patents, and patent applications, whenever filed and wherever issued, including, without limitation, continuations, continuations-in-part, substitutes, and divisions of such applications and all priority rights resulting from such applications; (b) rights associated with works of authorship, including, without limitation, copyrights, moral rights, copyright applications, copyright registrations; (c) rights associated with trademarks, service marks, trade names, logos, trade dress, and the applications for registration and registrations thereof; (d) rights analogous to those set forth in this definition and any and all other proprietary rights relating to intangible property; and (e) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued, or acquired.

b. **Restrictions.** Except as expressly permitted by LSC, Customer shall not do, nor shall it affirmatively give permission to any third party to do, any of the following: (a) use, disclose, distribute, market, promote, sell or access any Product, Part, Documentation or LSC IP (defined in Section 9(a) above) for any purpose or in any manner not specifically and expressly authorized hereunder; (b) modify, adapt, translate or create derivative works based upon any LSC IP, without the prior written consent of LSC; (c) re-engineer, reverse engineer, decompile, or disassemble the Products or any LSC IP obtained or licensed hereunder; and (d) refer to or otherwise use any LSC IP as part of any effort to develop products, software or services having any functional attributes, content, visual expressions or other features similar to those of the Products or to compete with LSC. Any and all rights in and to the Documentation, LSC IP and otherwise, not explicitly granted to Customer hereunder, are expressly reserved by and to LSC, and Customer shall not exercise any rights in or to the LSC IP or otherwise, except to the extent explicitly stated herein. Customer shall issue appropriate instructions to all of its employees authorized to have access to the LSC IP concerning the restrictions described in the Agreement, in the Documentation, and such other instructions and restrictions provided by LSC.

c. **Term and Termination of the License to LSC IP.** The term of this LSC IP license shall commence as of the date of the acceptance hereof and shall continue until the earlier of Customer's cessation of use of the Products, Documentation, Parts, and LSC IP, the termination of the Agreement or the date the Agreement is terminated by LSC. Upon termination pursuant to this Section 9(c), all rights of Customer in and to the LSC IP shall cease immediately and Customer shall return any LSC Confidential Information (defined below) at LSC's request.

### 10. CONFIDENTIALITY

a. **Maintenance of Confidentiality.** Customer shall keep secret and maintain in strict confidence the terms of the Agreement and all confidential and proprietary information and data of LSC disclosed to it in connection with the performance of either parties' obligations under the Agreement (together with the definition below, the "Confidential Information") and shall use its employees, officers, directors, partners, members, managers, attorneys, accountants, consultants, agents, and advisors ("Agents") to keep secret and maintain in strict confidence the Confidential Information. Customer shall not, and shall cause its Agents not to, disclose or make available any or all Confidential Information to any person other than those who need to know such Confidential Information in order to perform their obligations under the Agreement. Customer further agrees that it shall not use, disclose, reproduce, or make available the Confidential Information for any purpose other than determining and performing its obligations under the Agreement. Customer shall take all measures necessary to prevent any unauthorized disclosure, reproduction, or use of the Confidential Information by it or any of its Agents, but in no event less than the measures taken by Customer to protect its own highly confidential information and in no event less than reasonable care. Confidential Information represents trade secrets and proprietary property of LSC and has great commercial value to LSC. "Confidential Information" includes, but is not limited to, technical and non-technical information and data of or related to LSC or its Affiliates, including, but not limited to, patent, copyright, trade secret, and proprietary information, techniques, formulas, inventions, know-how, processes, research, development, financial information, key personnel, suppliers, customers, prospective customers, internal policies and operational methods, plans for future developments, business forecasts, sales and merchandising information, and marketing plans and information, in whatever form disclosed or made available.

b. **Permitted Disclosures.** Nothing herein shall prevent Customer or its Agents from disclosing Confidential Information it receives and which, subject to Customer's compliance with Section 10(c) below, is required to be produced by order of a court of competent jurisdiction or other similar requirement of a governmental agency, provided that such Confidential Information to the extent covered by a protective order or its equivalent shall otherwise continue to be Confidential Information required to be held confidential for purpose of this Agreement. "Confidential Information" shall not include any information which (a) has been published or is in the public domain, or which subsequently comes into the public domain, through no fault of Customer or its Agents; (b) prior to receipt hereunder was property within the legitimate possession of Customer or, subsequent to receipt hereunder is lawfully received by Customer from a third party having rights therein without restriction of the third party's right to disseminate the Confidential Information and without notice of any restriction against its further disclosure; or (c) is independently developed by Customer through persons who have not had, either directly or indirectly, access to or knowledge of such Confidential Information.

c. **Procedures.** In the event that Customer (a) must disclose Confidential Information in order to comply with applicable law or (b) becomes legally compelled to disclose any Confidential Information, Customer shall provide LSC with prompt prior written notice of any such disclosure and Customer shall limit the disclosure to the greatest extent possible.



**11. DISCLAIMER OF WARRANTY**

EXCEPT AS OTHERWISE PROVIDED IN WRITING BY LSC OR IN A WRITTEN CONTRACT TO WHICH THE CUSTOMER AND LSC ARE SIGNATORY PARTIES, THE PRODUCTS, THE PARTS, THE DOCUMENTATION, AND ANY AND ALL SERVICES AND OTHER PRODUCTS PROVIDED BY LSC ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." LSC MAKES NO WARRANTIES AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, SYSTEMS INTEGRATION, AND GENERAL FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. LSC SHALL NOT BE LIABLE FOR ANY CLAIM BY ANY THIRD PARTY BASED ON A WARRANTY OR REPRESENTATION OF CUSTOMER WHICH IS INCONSISTENT WITH OR IN ADDITION TO LSC'S WARRANTIES, AND CUSTOMER SHALL, AT ITS OWN EXPENSE, INDEMNIFY AND HOLD LSC HARMLESS FROM ANY CLAIM BY ANY THIRD PARTY TO THE EXTENT IT IS BASED UPON ANY SUCH INCONSISTENT OR ADDITIONAL WARRANTY OR REPRESENTATION IN ACCORDANCE WITH THIS SECTION.

**12. INDEMNIFICATION**

Customer agrees to indemnify, defend, and hold harmless LSC and its members, managers and affiliates, and its and their directors, managers, members, officers and employees, from and against any and all third party claims (including, without limitation, claims for damages, injuries or death to persons and/or property) and losses, damages, costs and expenses (including, without limitation, attorneys' fees and costs of investigation) and liabilities (including, without limitation, amounts paid in settlement arising from third party claims ("Losses"), directly or indirectly arising out of, resulting from, or relating to: (a) any breach or violation of any agreement of Customer or provision contained herein; (b) any modification of the Products by Customer other than as contemplated by the Documentation; (c) the combination, operation, or use of the Products by Customer with any product, equipment, formula or apparatus not provided or directed in writing by LSC other than as contemplated by the Documentation; or (d) Customer's fraud, willful misconduct, negligence or noncompliance with law.

**13. LIMITATION OF LIABILITY**

LSC SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR INDIRECT DAMAGES, INCLUDING LOSS OF PROFITS EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. LSC'S CUMULATIVE LIABILITY TO CUSTOMER FOR ANY CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER UNDER THIS AGREEMENT.

**14. FORCE MAJEURE**

LSC may cancel this Agreement or any part thereof, or suspend performance of its obligations under the Agreement, all without liability on its part, if LSC's ability to perform is prevented, impaired, delayed, or made commercially impractical by any cause beyond its control, including but not limited to acts of God or the public enemy, government acts, work stoppages or interruption, fire, flood, epidemics, quarantines, war, riot, default by a common carrier, shortages of or price increases in raw materials, freight embargo, sabotage, or unusually severe weather. In that event, LSC may allocate available Products among its customers as it deems equitable.

**15. GENERAL CONDITIONS**

(a) No modification, amendment, recession, discharge, abandonment or waiver of these terms and conditions of sale shall be binding upon LSC unless set forth in writing and signed by LSC. (b) No modification or amendment of the order appearing hereon shall be binding upon LSC unless set forth in writing and signed by a member of LSC's sales department. (c) No delay or failure on the part of LSC in exercising any right or remedy under the Agreement, and no partial or single exercise thereof, shall constitute a waiver of such right or remedy or any other right or remedy. (d) If any term of the Agreement or the application thereof shall be determined by a court to be illegal, such illegality shall not affect any other term or condition thereof, and such other terms and conditions shall continue in full force and effect. (e) Headings are inserted for convenience only and do not form a part of the Terms or the Agreement. (f) The Terms and the Agreement, and all rights and obligations hereunder and thereunder, may not be assigned by Customer without the prior written consent of LSC. (g) LSC does not intend, nor shall any clause be interpreted, to create hereunder any obligations of LSC in favor of, benefits to, or rights in, any third party. (h) LSC and Customer are each independent contractors and neither party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other party for any purpose whatsoever. Neither party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party, or to bind the other party in any manner or thing whatsoever. The parties do not intend to form a partnership or joint venture as a result of the Agreement. (i) Except as otherwise provided hereunder, all remedies available to any party for breach hereof or thereof are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. (j) The terms hereof shall be enforceable notwithstanding the existence of any claim or cause of action any party may have against the other party. (k) The terms and provisions hereof shall be binding upon and inure to the benefit of permitted successors in interest and assigns of either party, subject to the provisions above. (l) Notices and other communications required or permitted under the Agreement shall be sent by a commercially reasonable overnight courier, to the other party, and shall be deemed delivered upon receipt.

**16. GOVERNING LAW AND JURISDICTION**

The Terms and the Agreement and the performance of the parties hereunder, shall be construed in accordance with and be governed by the laws of the State of New York, and the Agreement shall be deemed to be made in such State. Customer consents to the exclusive jurisdiction of the Courts of the State of New York and the United States District Courts of the Eastern District of New York in any and all actions, disputes, or controversies relating to the Terms or the Agreement. Customer waives the right to jury trial and irrevocably consents to service of process by certified or registered mail, return receipt requested, mailed to Customer's address set forth herein.

**17. SALES TERMS TO GOVERN**

Acceptance of the Customer's order is expressly made conditional on assent by the Customer to all the terms and conditions contained herein and hereon, and no other, whether these terms and conditions be additional to, different from, or conflicting with the terms and conditions of any purchase order or any other communication received from the Customer. The receipt of the Agreement by the Customer shall be deemed a notification of objection to all other terms and conditions contained in the Customer's purchase order or other communication. Neither the failure by LSC to object to a purchase order or any other communication from the Customer, nor any research on, development, manufacture, shipment or otherwise of, the Products described herein shall be deemed an acceptance of any terms and conditions which are additional to, different from, or conflicting with the terms and conditions contained herein and hereon. The terms of this Section 17 shall not apply to the extent of any conflict between the terms of this Agreement and a written contract (for the avoidance of doubt, a "written contract" shall exclude any quote, purchase order, sales order, purchase acknowledgement, sales acknowledgement or similar communication or writing for purposes of this Agreement) to which Customer and LSC are signatory parties regarding the subject matter hereof.



QU0002953

**San Juan County**  
 117 So Main Street  
 Monticello, UT 84535  
 Ph: 435-587-3225



**Purchase From**  
 Generac  State Contracted

**Deliver To**  
 881 E Center Street  
 Monticello, Utah 84535  
 Phone:435-587-3225  
 Attention To :

**Purchase Order**  
 P. O. No# SHSP 22 1825  
 Date 1/10/2025  
 Your Ref#  
 Our Ref#  
 Credit Terms Cash

Attention To :

Product ID	Description	Quantity	Unit Price	Amount
MMG451F4	Trailer Mounted Diesel Genset	1	\$29,506.00	\$29,506.00
	Shipping	1	\$2,286.00	\$2,286.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Sub Total</b>				\$31,792.00
<b>Tax</b>				Exempt
<b>Freight</b>				
<b>Invoice Total</b>				\$31,792.00
<b>Amount Paid</b>				
<b>Balance Due</b>				\$31,792.00

Approved:

Department Head: *Sammy Burgess*  
 County Admin: *Mack McDonald*

Terms and Conditions:

10.4255.7410

\$31,792

ShSp



January 10, 2025

Tammy Gallegos  
 San Juan County  
 881 E Center Street  
 Monticello UT 84535  
 Generac/Sourcewell/Utah State Contract PA4446

Reference: San Juan County UT MMG45, Generac Quote 20944871

We are pleased to offer the following quote for the above project:

Quantity 1 - MMG45IF4-STD3: Trailer Mounted Diesel Genset, 45KVA, 240V single phase, 480V three phase, Isuzu Tier IV engine

Total investment for the above equipment (Not including any applicable tax or freight):	\$29,506.00
Freight from factory to Monticello UT:	\$ 2,286.00

#### Notes

Estimated Delivery: 4-6 weeks ARO and account set up, subject to change  
 Prices valid for 90 days from above date  
 FOB: Ex-works factory. Unit arrives on flatbed trailer. Forklift/crane needed to offload. Offloading is customer responsibility.

#### Terms and Conditions

Net 30 days, subject to review and approval by our Credit Dept. Payment obligations are not dependent or contingent upon the manner in which purchaser may receive payment from others. No retainage against this order will be permitted unless agreed to ahead of time.

Sincerely,

Lynn S Jones  
 Account Manager II - Government Sales  
 Generac  
 920-230-1280  
 lynn.jones@generac.com



# MMG45IF4 | 2.2 L | 45 kVA

## MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier 4 Final



### Standby Power Rating

44 kW, 55 kVA, 60 Hz

### Prime Power Rating

38 kW, 47 kVA, 60 Hz



\*Assembled in the USA using domestic and foreign parts.

Image used for illustration purposes only

## Codes and Standards

Generac Mobile products are designed to the following standards:



CSA



NATM



TIER 4 FINAL EMISSIONS

## Power When and Where You Need It

Generac Mobile diesel generators are designed and engineered to power a variety of projects, in the most extreme environments. Gensets are configured to meet customer needs, including choice of containment, cold weather packages, trailer options, and more.

Generac Mobile diesel generators are manufactured to deliver reliable power, when and where you need it.

**MMG45IF4 | 2.2 L | 45 kVA****MOBILE DIESEL GENERATOR SET**

EPA Emissions Certification: Tier 4 Final

**GENERAC®** **MOBILE****STANDARD FEATURES****ENGINE SYSTEM**

- Isuzu® 4LE2XAGV01
- 4 Cylinder
- Turbocharged & Aftercooled
- 134 in<sup>3</sup> (2.2 L) Displacement
- EPA Tier 4 Final Approved
- Power @ 1,800 rpm – hp (kW):
  - Prime: 57 (42.8)
  - Standby: 63.7 (47.5)
- Approved for use with Hydrotreated Vegetable Oil (HVO) fuels compliant with ASTM D975 or EN 15940
- Paper Element Air Filter
- Electronic Isochronous Governing
- Fixed Speed Fan
- One Spin-on Cartridge Oil Filter
- Oil Drain Extension
- Two Fuel Filters
- One 12 V, 720 CCA, Wet Cell Battery

**COOLING SYSTEM**

- Capable of Operating at 120 °F (49 °C) Ambient
- 50/50 Coolant (50% Ethylene Glycol)
- Coolant Drain Extension

**FUEL SYSTEM**

- Polyethylene Fuel Tank
- Fuel Tank Capacity – gal (L):
  - Total: 100 (379)
  - Usable: 90 (341)

- Runtime @ 75% Load: 36 hr
- 110% Containment - engine fluid (oil & coolant) and fuel
- Padlockable Fuel Cap

**CONTROL SYSTEM**

- Deep Sea Electronics® 7310 MKII Controller
- 3-Position Voltage Selection Switch
- 225 A Main Circuit Breaker (MCB), Manual, with Shunt Trip
- Individual Convenience Receptacle Circuit Breakers
- Emergency Stop Switch
- Battery Disconnect Switch, Padlockable
- 2-Wire Remote Start/Stop Contacts

**ALTERNATOR SYSTEM**

- 60 Hz Engine-Driven Alternator
- SUPERSTART Alternator
  - Brushless
  - 4 Pole
  - 2/3 Pitch
  - Class H Insulation
  - Corrosion Protection
- Marathon Electric® PM500 AVR
- Shunt Excitation System

**POWER DISTRIBUTION**

- Connection Lugs
- Convenience Receptacles
  - Two 120 V, 20 A, GFCI Duplex (NEMA 5-20R)

- Three 120/240 V, 50 A, 3 Pole, 4 Wire Twistlock (GS6369)

**ENCLOSURE**

- Aluminum, Sound Attenuated, Insulated and Baffled
- UV and Fade Resistant, High Temperature Cured, White Polyester Powder Paint
- Central Lifting Point
- Fully Lockable Enclosure
- Multi Lingual Operating and Safety Decals
- Document Holder with Owner's Manual - includes AC and DC wiring diagrams
- Control Panel Lights
- Interior Lights

**TRAILER**

- Hydraulic Surge Brakes
- 2 in. (50.8 mm) Ball Hitch
- Single 6,000 lb. (2,722 kg) Axle
- 15 in. Tires, 6 Ply, Tubeless
- 2,000 lb. (907 kg) Tongue Jack with Footplate
- Safety Chains with Spring Loaded Safety Hooks
- Transportation Tie Downs
- Plug Adapter, Round 7 Blade (SAE J2863)
- DOT Approved Tail, Side, Brake, and Directional Lights

**WARRANTY**

- 2 year Limited or 2,000 Hours
  - Unlimited Hours Covered in First Year

**CONTROL SYSTEM**

010643

**CONTROLLER AND DISPLAY**

- Controller: Deep Sea Electronics Model 7310 MKII
- 4 Line Back Lit LCD Text Display
- -40 to 158 °F (-40 to 70 °C) Operating Temperature Range
- Multiple Language Options
- Configurable Timers and Alarms
- Configurable Start/Stop Timers
- Configurable Maintenance Alarms
- Heated Display

**PUSH BUTTONS FOR EASY OPERATION**

- Manual or Auto Start
- Engine Start
- Engine Stop/Reset
- User Friendly Setup and Button Layout
- Five Key Menu Navigation
- Hours Counter
- Multiple Parameters are Monitored and Displayed Simultaneously for Full Visibility
- View Controller Parameters (Configuration, Firmware Version, Connections)

**LCD ALARM INDICATION**

- Generator Diagnostic Display
  - System kVA Output Display
  - Line Output and Frequency Display
- Alarm Types: Warning, Shutdown, Electrical Trip, Engine
- Alarm List – Warnings/Shutdowns; 250 Event History Log – Date/Time Stamped
  - Fuel Level: Warning – 15%; Shutdown – 5%
  - Overspeed Protection: Shutdown – 110%
  - Engine Diagnostic Warnings Communicated Through J1939 CANbus
  - Battery Voltage: Over – 15 VDC; Under – 11 VDC

- Generator Over Voltage: Warning – 110%; Electrical Trip – 115%
- Generator Under Voltage: Warning – 90%; Shutdown – 85%
- Generator Over Frequency: Warning – 105%; Electrical Trip – 110%
- Generator Under Frequency: Warning – 95%; Electrical Trip – 90%
- Auto Schedule
- Status

**ELECTRICAL CONTROLS**

- Lockable Control Box Door with Diagnostics Window
- Lockable Lug Box with Safety Switch
  - Trips Main Breaker When Door is Opened
  - Disables Voltage Regulator
- Output Ground Connection Lug Inside Lug Box
- Voltage Adjustment ± 10%

**MMG45IF4 | 2.2 L | 45 kVA****MOBILE DIESEL GENERATOR SET**

EPA Emissions Certification: Tier 4 Final

**GENERAC**<sup>®</sup>**MOBILE****CONFIGURABLE OPTIONS\*****ENGINE SYSTEM**

- Positive Air Shutdown (PAS), Electronic
- One 12 V, 720 CCA AGM Optima Battery
- Alternate Load Device (ALD)
- Oil Evacuation System - requires customer-sourced, specialized equipment to use for oil change

**COLD WEATHER**

- Engine Block Heater
- Two Fuel Filter Heaters
- Crankcase Ventilation (CCV) System Heater
- 10 A Battery Charger
- 60/40 Coolant (60% Ethylene Glycol)

**FUEL SYSTEM**

- Steel Fuel Tank, Extended Runtime
- Fuel Tank Capacity—gal (L)
  - Total: 160 (606)
  - Usable: 144 (545)
- Runtime @ 75% Load: 57.5 hr

- Auxiliary Fuel Tank Connection
  - 3-Way Fuel Valve

**CONTROL SYSTEM**

- 4-Position Voltage Selection Switch
- Telemetry
- Lojack Equipment Recovery System

**ALTERNATOR SYSTEM**

- VFLEX (600 V) Alternator
- Marathon Electric DVR2400 DVR
- Permanent Magnet Generator (PMG) Excitation System

**POWER DISTRIBUTION**

- Camlocks—one set, female (US or Canada color code)
- Buck Transformer

**ENCLOSURE**

- Fire Extinguisher

**TRAILER**

- Skid Mount (Non-Trailer)
- Electric Brakes
- Tandem Axle
- 2 in (50.8 mm) BULLDOG<sup>®</sup> Hitch
- 2-5/16 in (58.7 mm) BULLDOG Hitch
- 3 in (76.2 mm) Pintle Ring Hitch
- Rear Stabilizer Jacks
- Toolbox: Black Polymer or Aluminum, 49×15×18.5 in (125×38×47 cm)
- Spare Tire

**RATING DEFINITIONS**

*Standby:* Applicable to varying emergency load for the duration of a utility power outage.

*Prime:* Applicable to supplying power to a varying load in lieu of utility for an unlimited amount of running time.

\*Consult factory for availability.



# MMG45IF4 | 2.2 L | 45 kVA

## MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier 4 Final



### APPLICATION AND ENGINEERING DATA

#### ENGINE SPECIFICATIONS

##### General

Make (Model)	Isuzu (4LE2XAGV01)
EPA Emissions Compliance	Tier 4 Final
After Treatment System	DOC
Cylinders – Qty	4
Type	In-Line
Displacement – in <sup>3</sup> (L)	134 (2.2)
Bore – in (mm)	3.35 (85)
Stroke – in (mm)	3.78 (96)
Compression Ratio	17.6:1
Intake Air Method	Turbocharged & Aftercooled

##### Engine Governing

Governor	Electronic
Frequency Regulation (Steady State)	± 2%

##### Lubrication System

Oil Pump Type	Gear Driven
Oil Filter Type	Spin-On Cartridge, Full Flow
Crankcase Capacity – qt (L)	12 (11.4)

##### Cooling System

Cooling System Type	Radiator and GAC
Water Pump Type	Belt Driven
Fan Type	Pusher
Fan Speed – rpm	2,016
Fan Diameter – in (cm)	19.0 (48.3)
Cooling System Capacity – qt (L)	18 (17)

##### Fuel System

Fuel Type	Ultra Low Sulfur Diesel
Fuel Specifications	EN 590 / ASTM D975
Fuel Filtering – $\mu$	5
Fuel Inject Pump – Make (Model)	Denso (HP3)
Fuel Pump Type	Engine Gear Driven
Injector Type	Electronic
Engine Type	Direct Injection High Pressure Common Rail
Fuel Supply Line Diameter– in (mm)	0.375 (9.5)
Fuel Return Line Diameter– in (mm)	0.375 (9.5)

##### Engine Electrical System

System Voltage – VDC	12
Battery Charger Alternator – VDC (A)	12 (50)
Battery Size – CCA	720
Battery Quantity	1
Ground Polarity	Negative (-)

#### SUPERSTART ALTERNATOR SPECIFICATIONS

Make (Model)	Marathon Electric (285PSL1700)
Poles – Qty	4
Field Type	Rotating
Insulation Class - Rotor	Class H
Insulation Class - Stator	Class H
Total Harmonic Distortion	< 5%
Telephone Interference Factor	< 50

Standard Excitation	Shunt
Bearings	Single Bearing
Coupling	Direct Flexible Disc
Prototype Short Circuit Test	Yes
Voltage Regulator Type	AVR
Number of Sensed Phases	Single
Regulation Accuracy (Steady State)	± 0.5%

#### VFLEX ALTERNATOR SPECIFICATIONS

Make (Model)	Marathon Electric (284PSL28109)
Poles – Qty	4
Field Type	Rotating
Insulation Class – Rotor	Class H
Insulation Class – Stator	Class H
Total Harmonic Distortion	< 5%
Telephone Interference Factor	< 50

Standard Excitation	Shunt
Bearings	Single Bearing
Coupling	Direct Flexible Disc
Prototype Short Circuit Test	Yes
Voltage Regulator Type	AVR
Quantity of Sensed Phases	Single
Regulation Accuracy (Steady State)	± 0.5%

**MMG45IF4 | 2.2 L | 45 kVA****MOBILE DIESEL GENERATOR SET**

EPA Emissions Certification: Tier 4 Final

**GENERAC®** | **MOBILE****OPERATING DATA****POWER RATINGS**

	SUPERSTART Alternator		VFLEX Alternator	
	Standby: kW/kVA (A)	Prime: kW/kVA (A)	Standby: kW/kVA (A)	Prime: kW/kVA (A)
1-Phase, 120/240 VAC @ 1.0pf—zig zag*	33/33 (138)	33/33 (138)	17/17 (71)	17/17 (71)
3-Phase, 208/120 VAC @ 0.8pf—low wye	44/55 (153)	38/47 (130)	38/48 (131)	32/40 (111)
3-Phase, 240/120 VAC @ 0.8pf—delta**	44/55 (132)	38/47 (114)	38/48 (114)	32/40 (96)
3-Phase, 480/277 VAC @ 0.8pf—high wye	44/55 (66)	38/47 (57)	48/59 (72)	37/46 (56)
3-Phase, 600/346 VAC @ 0.8pf—high wye	N/A	N/A	46/60 (52)	40/50 (48)

\*Alternator limited.

\*\*Power ratings achieved through use of optional 4-position voltage selection switch.

**FUEL CONSUMPTION RATES**

Prime Load	Fuel: gph (L/hr)
50%	1.7 (6.4)
75%	2.5 (9.4)
100%	3.3 (12.5)
110% (Standby)	3.8 (14.4)

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.

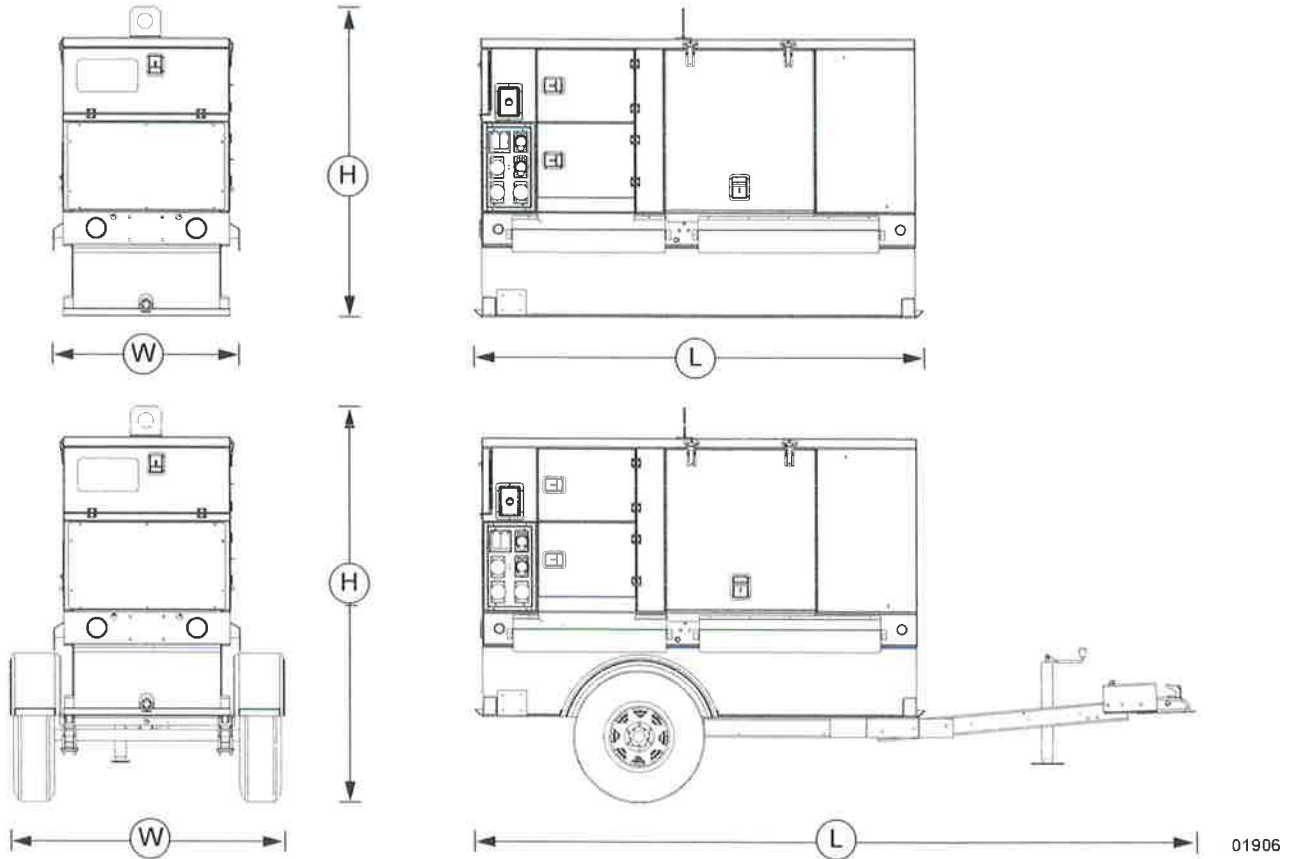
Please consult a Generac Mobile Products Authorized Service Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528, ISO8665, SAE J1228, SAE J1995, and DIN6271 standards.

**MMG45IF4 | 2.2 L | 45 kVA**  
**MOBILE DIESEL GENERATOR SET**



EPA Emissions Certification: Tier 4 Final

**DIMENSIONS AND WEIGHTS\***



	Runtime: hr*	Usable Fuel Capacity: gal (L)	Dimensions – L×W×H: in (m)	Weight: lb (kg)
Skid	36	90 (341)	95 (2,41)×39 (0,99)×65 (1,65)	Dry: 2,843 (1,290)
				Operating: 3,580 (1,624)
Trailer	36	90 (341)	152 (3,81)×58 (1,45)×83 (2,11)	Dry: 3,363 (1,525)
				Operating <sup>†</sup> : 4,100 (1,860)

\*Runtime based on 75% prime rated power.

**SOUND RATING**

- 66 dB(A) @ 23 ft (7 m) @ Prime Power


\* All measurements are approximate and for estimation purposes only.

**YOUR FACTORY RECOGNIZED GENERAC MOBILE DEALER**

Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Generac Mobile Authorized Service Dealer for detailed installation drawings.

Home Shop > MQ WhisperWatt Super-Silent Diesel Generator 20kW Single Phase Kubota Engine DCA20SPXU4F

Item 2.



**MQ WhisperWatt Super-Silent Diesel Generator 20kW Single Phase Kubota Engine DCA20SPXU4F**

The MQ WhisperWatt Super-Silent Diesel Generator 20kW Single Phase Kubota Engine DCA20SPXU4F is a 20 kW Single Phase generator with 1.0 power factor and 12/240 volt output.

SHIPPING CHARGES APPLY

Ships Factory Direct

**\$32,110.25**

ADD TO CART

Compare Favorite

QUESTIONS? CALL US (719) 772-0825

SKU: 333900  
Category: Commercial & Industrial

## ACCESSORIES

No products are listed under this category. All of these are available accessories for this product.

CALL US AT 719-772-0825 FOR A FULL LIST OF ACCESSORIES OFFERED FOR THIS PRODUCT!

CLICK HERE TO SHOP ALL PRODUCTS

Description Features Reviews Attachment Downloads Tech Notes

### DESCRIPTION

THE DCA20SPXU4F IS A 20 KW SINGLE PHASE GENERATOR WITH 1.0 POWER FACTOR AND 12/240-VOLT OUTPUT.

- Among the many features, it includes a bonded alternator, weather proof steel housing with an easy-to-maintain design that offers direct access to all filters and distribution boxes, an electronic governor control maintains steady stable RPM within 0.25% from no load to full load.
- It features an auto shut stop that allows the generator to start from a remote location. The weather sensitive enclosure panel that includes an emergency transfer switch, AC circuit breaker and other wiring instrumentation.
- Many other features include:
  - Heavy duty 4-cylinder injection heated crankcase vent, turbocharged diesel engine and valve mechanism
  - Emissions certified - Tier 4 Final emissions
  - Three procedure engine control system maintains frequency 50/60 Hz
  - Full load regulation of steady state voltage using AVR
  - Fuel filter separator removes contaminants from fuel for extended engine life and fuel savings included.
  - Sound attenuated weather resistant steel housing provides operation at 65 dBA (at 25 ft) fully loaded in accordance with safe sound level operation.
  - E-coat and powder coat paint provides durability and weather.
  - Integral fuel tank with direct reading fuel
  - Spill resistant 20" diameter deep sump enclosure by capturing up to 12% of engine
  - It offers a transfer switch and maintenance equipment and meets temperature and humidity for Class M installation.
- Open Air Low Voltage Design provides virtually unlimited installation for maximum motor starting.
  - Automatic voltage regulator (AVR) for voltage precision
- Fully enclosed panel single phase terminals and single phase receptacles allow for most applications including temporary power bases, tools and lighting equipment. All are to IMB standard.
- IEEE 314 compliance based digital generator.
  - Remote 2 wire start stop
  - Open circuit temperature range of -60° to 80°
- Other engine gauges include: Oil pressure, water temperature, battery voltage, engine speed and fuel level.
- Aviation generator instruments that include: AC ammeter, AC voltmeter, frequency meter, emergency phase selector switch, automatic phase selector, switch, and voltage regulator adjustment.
- Automatic safety shutdown system monitors the water temperature, engine oil pressure, temperature and low oil. Warning lights indicate abnormal.
- Emergency stop switch "E" when manually actuated, shuts down generator in the event of an emergency.

## YOU MAY ALSO LIKE..

<p>Image of Cummins Quiet Connect Series R520A 20kW NG LP Dual Fuel C200011 120/240V 1PH Home Generator A061C001</p> <p><b>\$5,068.94</b></p> <p>Add to cart</p>	<p>Image of Cummins Quiet Connect Series R512A 17kW NG LP Dual Fuel C17004 120/240V 1PH Home Generator A061C006</p> <p><b>\$4,620.54</b></p> <p>Add to cart</p>	<p>Image of Cummins Quiet Connect Series R533A 13kW NG LP Dual Fuel C130001 120/240V 1PH Home Generator A061C001</p> <p><b>\$3,830.15</b></p> <p>Add to cart</p>	<p>Image of Cummins Quiet Connect Series R521A 15kW NG LP Dual Fuel C150001 120/240V 1PH Home Generator A062N150</p> <p><b>\$4,173.60</b></p> <p>Add to cart</p>	<p>Image of Cummins Quiet Connect Series R517A 17kW NG LP Dual Fuel C17004 120/240V 1PH Home Generator A062N131</p> <p><b>\$4,837.18</b></p> <p>Add to cart</p>
--	---	--	--	---

## RELATED ARTICLES AND TIPS

There are no related articles to this product.



< Commercial Generators / Item# 6004432

## Shindaiwa, Mobile, Prime Power 20kW Diesel Generator, Model# 20FSBHSU1



(0) [Write a Review](#) [Ask a Question](#)





# \$29,499.99

Easy Financing Available | [Learn More](#)

Quantity

Qty: 1 ▾

**Add to Cart**

 Save to List



**Shipping:**

Factory shipped

[See Shipping Options](#)



**Store Pickup:**

Not available - online only

- Ultra-Quiet Feature 62 dB(A) at 23ft.
- Continuous output 1 phase 20kW, standby output 3 phase 22kW
- Single Phase Output
- 110%, of all fluid containment: Oil, Coolant, and Diesel
- Digital Controller

[See full description](#)

CHAT



## Product Summary ^

Shindaiwa sound-attenuated, prime power, mobile generators, combine design simplicity with uncompromising standards of engineering and manufacturing excellence.

### What's Included

(1) Trailered Generator

### Downloads



Product Manual



Safety Data Sheet

## Features + Benefits

- Ultra-Quiet Feature 62 dB(A) at 23ft.
- Continuous output 1 phase 20kW, standby output 3 phase 22kW
- Single Phase Output
- 110%, of all fluid containment: Oil, Coolant, and Diesel
- Digital Controller
- Single Point Lifting Eye
- Remote fuel valve for exterior tank
- 24-Hour run time at 100% Load
- Single Axle 3200 GVWR DOT Trailer with hydraulic brakes
- Engine Block Heater Installed
- 12-Volt Battery Charger Installed
- Exterior AC shore power connector
- Automatic Start Capability

## Key Specs



Item 2.

Attribute	Specification	Attribute	Specification
item#	6004432	Number of Outlets	2
Brand	Shindaiwa	Battery Required	Yes
Manufacture's Warranty	2 year limited warranty	Battery Included	Yes
Ship Weight	2369.0 LB	Auto Shutdown	Yes
Voltage	120/240	Overload Protection	Yes
Fuel Type	Diesel	Low Oil Shutdown	Yes
Engine Brand	Isuzu	Hour Meter	Yes
Engine Model	4LE2T	Hertz	60
Engine Displacement	133 cc	Engine Cooling	Yes
Noise Level	62 dB	Built-in Inverter	No
Enclosure Material	Galvanized Steel	CARB Compliant	Yes
Start Type	Electric	Horsepower	33
Fuel Capacity	51.5 Gal	Product Weight	2369.0000 lb
Full Load Fuel Consumption	1.6 GPH	Dimensions L x W x H (in.)	116.52 x 60.0 x 65.74 in



Item 2.

How can we improve these key specs?

## Warranty



### Manufacturer's Warranty

2 year limited warranty





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Home > Your Cart

### Your Cart (1 item)

ITEM	PRICE	QUANTITY	TOTAL
 <b>GENERAC</b> Generac MOG2514 Mobile Diesel Generator - 25kW, Skid Mount Towable Generator w/ Trailer & Tier 3 Final Exhaust Engine	\$22,835.00	1	\$22,835.00

[CLEAR SHOPPING CART](#) [CONTINUE SHOPPING](#)

#### Coupon Code:

Enter your coupon code

[APPLY](#)

#### Shipping:

Country:

State/province:

Suburb/city:

Zip/postcode:

[ESTIMATE SHIPPING](#)

Fixed Shipping **\$995.00**

[UPDATE SHIPPING COST](#)

#### Order Summary:

Subtotal: **\$22,835.00**

Grand total: **\$22,835.00**

[CHECK OUT](#)

Finance for as low as **\$514/mo**

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**San Juan County**  
 117 So Main Street  
 Monticello, UT 84535  
 Ph: 435-587-3225



**Purchase From**  
 Vendor Name *AutoDesk*  State Contracted  
 Street Address Contract #  
 City, State, Zip  
 Phone:  
 Attention To :

**Deliver To**  
 Deliver To Name  
 Street Address  
 City, State, Zip  
 Phone:  
 Attention To :

**Purchase Order**  
 P. O. No# *20240114AC*  
 Date 1/15/2025  
 Your Ref#  
 Our Ref#  
 Credit Terms Cash  
*Pcard*

Product ID	Description	Quantity	Unit Price	Amount
<i>73697340974 978</i>	<i>Civil 3D/Annual</i>	<i>1</i>	<i>2,780.00</i>	<i>2,780.00</i>
<i>Discount Applied</i>				<i>- 231.57</i>

Approved:  
 Department Head: *[Signature]*  
 County Admin: *[Signature]*

Sub Total	<i>2,548.43</i>
Tax	<i>172.02</i>
Freight	
Invoice Total	
Amount Paid	<i>2,720.45</i>
Balance Due	

Terms and Conditions:



# Estimate + Contract

## Sandra Salvas Photography

670 Parkview Drive  
Park City, Utah 84098  
United States  
720-352-3295

sandra@sandrasalvas.com  
sandrasalvas.com

## Allison Yamamoto-Sparks

San Juan County  
ayamamoto@sanjuancountyut.gov

**Estimate + Contract Number** 20242031

**Date:** January 7, 2025

### JOB NAME

## SanJuan County- Balloon Festival- CREATIVE

### JOB DESCRIPTION

Sandra will photograph Bluff Balloon Festival from the ground and various vantage points to highlight the balloons within the landscape. Additionally will photograph new businesses such as Cow Canyon Coffee and Canyon Smokehouse BBQ. Magic hour and dark sky times will be maximized since there will not be any talent involved in this project.

Lodging covered by Client

**Delivery of 60 final images.  
Image usage is unlimited and in perpetuity.**

### Rough Schedule:

#### **Friday 1/17:**

8:00 am-2:00 pm Drive to Bluff  
2:00 pm - Hotel Check in  
4:30-? Sunset and Dark Sky Photo opportunity close to town

#### **Saturday 1/18:**

6:30-9:30 am - Balloons over Bluff  
10:00 am- 12:00 pm Cow Canyon Coffee  
2:00pm-4:00 pm Canyon Smokehouse BBQ  
4:00-7:00 pm Balloon Glow

#### **Sunday 1/19:**

6:00-? Balloons over Valley of the Gods  
Hotel Check out  
Afterwards any additional businesses?

**State of Utah JAGGAER Network ID 1007802134**

### USAGE LICENSE

Subject to the terms and conditions below, ( Sandra Salvas Photography ) the creator of the work ('Work') referenced in this document ( 20242000 ) hereby grants to San Juan County Office of Tourism defined herein ('Client') an Exclusive license to use the Work Worldwide. This license shall be valid for An Unlimited Time and shall cover publication of the Work in the following media only: Unlimited Media. Any other use of the Work by the Client shall require a separately negotiated license.

### Fees

Photographers Fee @ 2,500.00 /day for 2.0 days

	5,000.00
Fees Total	<b>5,000.00</b>

Fees Total	5,000.00
Sub Total	5,000.00
<b>Total (USD)</b>	<b>5,000.00</b>



# PURCHASE ORDER

**San Juan County**  
 117 S. Main Street  
 Monticello, UT 84535  
 Ph: 435-587-3225



**Purchase From**

Utah Tourism Industry Association  
 PO Box 817  
 Draper UT 84020

**Deliver To**

Utah Tourism Industry Association  
 PO Box 817  
 1100 New York Avenue NW Suite 450  
 Draper UT 84020

**Purchase Order**

P. O. No# 1132025  
 Date: 1/15/2025  
 Your Ref# 2841  
 Our Ref# 2841  
 Credit Terms 30 days

Contract #

Product ID	Description	Quantity	Unit Price	Amount
UTIA Dues	DMO	1	\$1,500.00	\$1,500.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

**Approval**

Department Head: *[Signature]*  
 County Admin: *[Signature]*

Sub Total	\$1,500.00
Tax	
Freight	
Balance Due	\$1,500.00

San Juan County should be tax exempt. Please make sure anything you submit has no tax!



**UTAH TOURISM INDUSTRY ASSOCIATION**

PO Box 817  
Draper, UT 84020 US  
+1 8015577416  
info@utahtourism.org  
utahtourism.org

Item 2.

# INVOICE

**BILL TO**

Allison Yamamoto-Sparks  
San Juan County Visitor  
Services  
117 S Main St  
Monticello, UT 84535

**INVOICE #** 2841  
**DATE** 01/13/2025  
**DUE DATE** 01/28/2025  
**TERMS** Net 15

ACTIVITY	QTY	RATE	AMOUNT
<b>UTIA Dues</b> Destination Marketing Organization: Budget \$100,001-\$499,000	1	1,500.00	1,500.00

Please note: UTIA is a non-profit 501 C (6) membership organization.  
Dues/sponsorships are not deductible as charitable contributions for  
Federal income tax purposes.

**BALANCE DUE** **\$1,500.00**

#4193-210      1-13-25  
UTIA Membership ay

Please update records with our new address:

Utah Tourism Industry Association  
PO Box 817  
Draper, UT 84020



**BOARD OF COMMISSIONERS MEETING**  
 117 South Main Street, Monticello, Utah 84535. Commission Chambers  
 January 07, 2025 at 11:00 AM

## MINUTES

*The public will be able to view the meeting on San Juan County's Facebook live and Youtube channel*

**AUDIO:** <https://www.utah.gov/pmn/files/1216731.MP3>

**VIDEO:** [https://www.youtube.com/watch?v=f8zmW-K\\_Kv8](https://www.youtube.com/watch?v=f8zmW-K_Kv8)

### CALL TO ORDER

**Time Stamp 0:00:07 (audio) & 0:00:20 (video)**

Commission Chair Jamie Harvey called the meeting to order at 11:04 a.m. He welcomed the public to the meeting and then wished everyone a happy new year!

### ROLL CALL

**Time Stamp 0:00:40 (audio) & 0:00:53 (video)**

Commission Chair Harvey polled the commissioners for attendance:

### PRESENT

Jamie Harvey  
 Silvia Stubbs  
 Lori Maughan (newly elected)

### STAFF

Mack McDonald, Chief Administrative Officer, (CAO)  
 Lyman W. Duncan, Clerk/Auditor  
 Mitch Maughan, County Attorney

### INVOCATION

**Time Stamp 0:01:23 (audio) & 0:01:36 (video)**

Commission Chair Harvey offered the invocation.

## PLEDGE OF ALLEGIANCE

**Time Stamp 0:04:38 (audio) & 0:04:51 (video)**

Commission Chair Harvey led the audience in the Pledge of Allegiance.

## CONFLICT OF INTEREST DISCLOSURE

**Time Stamp 0:05:11 (audio) & 0:05:24 (video)**

Commission Chair Harvey asked the commissioners if there were any conflicts of interest with today's agenda items. None were reported.

## PUBLIC COMMENT

*Public comments will be accepted through the following Zoom Meet link*

<https://us02web.zoom.us/j/88279631170> Meeting ID: 882 7963 1170 One tap mobile +13462487799,,88279631170# US (Houston)

*There will be a three-minute time limit for each person wishing to comment. If you exceed that three-minute time limit the meeting controller will mute your line.*

**Time Stamp 0:16:40 (audio) & 0:16:53 (video)**

Mack asked the public in attendance for any comments in person, he also checked online.

Jake Palma, BLM Field Manager, welcomed Commissioner Maughan, and stated he will be returning soon and present the new BLM Area plan.

Brian Stubbs, resident of Blanding, mentioned that he had taught all three commissioners while serving as an educator.

## OATH OF OFFICE

**Time Stamp 0:06:12 (audio) & 0:06:25 (video)**

1. Judge Lyon Hazleton to Perform Oath of Office for:

County Commissioner, Lori Maughan

County Assessor, Rick Meyer

County Recorder, Cindi Holyoak

County Surveyor, Brad Bunker

County Treasurer, Glenis Pearson

Judge Hazelton performed the Oath of Office for the recently elected county officials. Commissioner Stubbs recognized the unique moment for two women to serve the county as commissioners.

## RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

2. Presentation for the Annual Open and Public Meetings Act, Government Records Access and Management Act (GRAMA), and Utah Public Officers' and Employees' Ethics Act Training. Mitch Maughan, County Attorney

**Time Stamp 0:19:26 (audio) & 0:19:39 (video)**

Mitch Maughan, County Attorney, presented the GRAMA and Public Officer Ethics training for the elected officials.

### CONSENT AGENDA (Routine Matters) Mack McDonald, San Juan County Administrator

*The Consent Agenda is a means of expediting the consideration of routine matters. If a Commissioner requests that items be removed from the consent agenda, those items are placed at the beginning of the regular agenda as a new business action item. Other than requests to remove items, a motion to approve the items on the consent agenda is not debatable.*

**Time stamp 0:59:48 (audio) & 1:01:01 (video)**

Mack presented the consent agenda items for the commission to review and approve.

Motion made by Commissioner Vice-Chair Stubbs, seconded by Commissioner Maughan  
Voting Yea: Commission Chair Harvey, Commissioner Vice-Chair Stubbs, Commissioner Lori Maughan

3. Approval of the December 17, 2024, Commission Meeting Minutes
4. Approval of the December 17, 2024, Commission Meeting Work Session Minutes & Executive Session Affidavit
5. Approval of the December 30, 2024, Commission Meeting Minutes
6. Approval of the Check Registers for December 14 to December 31, 2024
7. Approval of \$22,028.66 in Small Purchases; \$2,993.66 for a Mini Split System for the Maintenance Department, \$8,790 for Diesel Fuel for San Juan County Landfill, and \$10,245 for a Multifunction CAD Printer for the Surveyor and Recorder Department
8. Approval for Renewal of Alcohol Licenses for Shirt Tail C Store, Sunrise Trading LLC, Twin Rocks Cafe, Halls Crossing Store, and Halls Crossing Marina
9. Ratification of the Content Licensing Agreement between Utah Real Estate and San Juan County for the Multiple Listing Service for the Assessor's Office.
10. Approval of the Reappointments of Jennifer Davila and Bill Haven to the San Juan County Tourism Tax Advisory Board for an Additional 4-Year Terms.
11. Approval of the Reappointment of Doug Gorman to the Wilson Arch Special Service District for an Additional 4-Year Term.

**BUSINESS/ACTION**

12. CONSIDERATION AND APPROVAL OF A RESOLUTION SETTING THE TERM AND ROTATION OF THE CHAIR AND VICE CHAIR OF THE BOARD OF SAN JUAN COUNTY COMMISSION FOR THE YEAR 2025. Mack McDonald, Chief Administrative Officer

**Time Stamp 1:04:23 (audio) & 1:04:36 (video)**

Mack presented the resolution for the term and rotation for the Chair and Vice Chair for the year 2025. Commissioner Stubbs volunteered to be the Chair for 2025.

Commissioner Harvey made a motion to nominate Commissioner Stubbs to be the Chair for 2025, Seconded by Commissioner Maughan.

Voting Yea: Commission Harvey, Commissioner Chair Stubbs, Commissioner Lori Maughan

Commissioner Harvey made a motion to nominate Commissioner Maughan to be the Vice Chair, seconded by Commission Chair Stubbs.

Voting Yea: Commissioner Harvey, Commissioner Chair Stubbs, Commissioner Vice Chair Lori Maughan

Motion by Commission Chair Stubbs for Commissioner Harvey to continue as the Chair for today's meeting, seconded by Commission Vice Chair Maughan.

Voting Yea: Commissioner Harvey, Commissioner Chair Stubbs, Commissioner Vice Chair Lori Maughan

13. Consideration and Approval of the Assignments for Calendar Year 2025. Mack McDonald, Chief Administrative Officer

**Time Stamp 1:07:54 (audio) & 1:08:07 (video)**

Mack presented the assignments for the year 2025 for the commission to review and approve. Commissioner Harvey felt comfortable continuing with his 2024 assignments for 2025. Commission Chair Stubbs felt the same way, and Commission Vice Chair Maughan agreed to fill the assignments held by Commissioner Adams in 2024. Several new assignments were given to Commission Chair Stubbs & Commission Vice Chair Maughan.

Motion made by Commission Chair Stubbs, seconded by Commission Vice Chair Maughan

Voting Yea: Commissioner Harvey, Commission Chair Stubbs, Commission Vice Chair Maughan

14. Consideration and Approval of the Standard Service Contract between Terracon Consultants, Inc and San Juan County for Geotechnical Engineering at the San Juan Public Safety Building. Sam Long, Facilities Maintenance Director

**Time stamp 1:20:15 (audio) & 1:20:28 (video)**

Mack McDonald presented the geo-technical service contract for the commission to review and approve.

Motion made by Commission Chair Stubbs, seconded by Commission Vice Chair Maughan  
Voting Yea: Commissioner Harvey, Commission Chair Stubbs, Commission Vice Chair Maughan

15. Consideration and Approval of the Letter of Support for the San Juan County Small Business Assistance Grant Proposal to Provide Financial Assistance to Local Small Businesses, Fostering Economic Growth, and Ensuring Long-Term Sustainability for the Community. Silvia Stubbs, Commissioner

**Time Stamp 1:22:46 (audio) & 1:22:59 (video)**

Commissioner Stubbs presented the Letter of Support for the Small Business Grant proposal (to match with the State's Opportunity Grant) for the commission to review and approve.

Motion made by Commission Vice Chair Maughan, seconded by Commission Chair Stubbs  
Voting Yea: Commissioner Harvey, Commission Chair Stubbs, Commission Vice Chair Maughan

16. CONSIDERATION AND APPROVAL OF A RESOLUTION SUPPORTING AMERICA250 UTAH ON RECOGNIZING AND APPROVING OF THE SAN JUAN COUNTY UTAH250 COMMUNITY COMMITTEE. Silvia Stubbs, Commissioner

**Time Stamp 1:31:32 (audio) & 1:31:45 (video)**

Mack presented the resolution supporting America250 and approving Utah250 for the commission to review and approve. Commissioner Stubbs gave more information regarding the celebration of America as a new country (250 years ago) in 2026.

Motion made by Commission Vice Chair Maughan, seconded by Commission Chair Stubbs  
Voting Yea: Commissioner Harvey, Commission Chair Stubbs, Commission Vice Chair Maughan

17. Consideration and Approval of a Contract for Appraisal Services Between San Juan County and The Appraisers, Inc. Rick Meyer, County Assessor.

**Time Stamp 1:39:28 (audio) & 1:39:41 (video)**

Rick Meyer, County Assessor, presented the commercial property appraisal services contract with the Appraisers Group (Gordon Lowe) for the commission to review and approve. The appraisers will start with Spanish Valley and La Sal for 2025, Blanding will be appraised in 2026, Monticello in 2027, and the rural county in 2028.

Motion made by Commission Chair Stubbs, seconded by Commission Vice Chair Maughan  
Voting Yea: Commissioner Harvey, Commission Chair Stubbs, Commission Vice Chair Maughan

## BOARD OF EQUALIZATION

18. Consideration and Approval for Board of Equalization Hearing Officer Recommendations.  
Lyman Duncan, County Clerk/Auditor, Rick Meyer and Randy Rarick Assessor

**Time Stamp 1:53:55 (audio) & 1:54:08 (video)**

Motion to enter Board of Equalization Hearing:

Motion made by Commission Chair Stubbs, seconded by Commission Vice Chair Maughan  
Voting Yea: Commissioner Harvey, Commission Chair Stubbs, Commission Vice Chair Maughan

Rick Meyer, County Assessor, presented the Board of Equalization (BOE) property adjustments for the commission to review and approve. The commissioners asked that for future BOE Hearings, the assessor's office provide more documentation for the properties, such as maps and photos.

Motion made by Commission Vice Chair Maughan, seconded by Commission Chair Stubbs  
Voting Yea: Commissioner Harvey, Commission Chair Stubbs, Commission Vice Chair Maughan

Motion to Exit Board of Equalization Hearing:

Motion made by Commission Chair Stubbs, seconded by Commission Vice Chair Maughan  
Voting Yea: Commissioner Harvey, Commission Chair Stubbs, Commission Vice Chair Maughan

## COMMISSION REPORTS

**Time Stamp 2:06:38 (audio) & 2:06:51 (video)**

Commission Vice Chair Maughan passed on offering any report.

Commission Vice Chair Stubbs complemented the employees for their good work on behalf of the county.

Commission Chair Harvey reported on attending the Utah Navajo Commission in Mexican Water. he updated the Utah Navajo Commission on the justice programs. He continues to work towards an agreement between the Navajo Police and San Juan County Sherriff's department. He is also seeking treatment for perpetrators and victims in domestic abuse cases, so the perpetrators can realize the harm they caused.



**EXECUTIVE SESSION**

**Time Stamp 2:20:55 (audio) & 2:21:07 (video)**

- 19. Make a Motion to Enter Into A Closed Executive Session for a Strategy Sessions to Discuss Pending or Reasonably Imminent Litigation as Permitted Under UCA 52-4-205.

Motion to enter:

Motion made by Commission Chair Stubbs, seconded by Commission Vice Chair Maughan  
Voting Yea: Commissioner Harvey, Commission Chair Stubbs, Commission Vice Chair Maughan

**ADJOURNMENT**

Time 1:30 p.m.

Motion made by Commission Chair Stubbs, seconded by Commission Vice Chair Maughan  
Voting Yea: Commissioner Harvey, Commission Chair Stubbs, Commission Vice Chair Maughan

\*The Board of San Juan County Commissioners can call a closed meeting at any time during the Regular Session if necessary, for reasons permitted under UCA 52-4-205\*

All agenda items shall be considered as having potential Commission action components and may be completed by an electronic method \*\*In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the San Juan County Clerk’s Office: 117 South Main, Monticello or telephone 435-587-3223, giving reasonable notice\*\*

APPROVED: \_\_\_\_\_  
San Juan County Board of County Commissioners

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
San Juan County Clerk/Auditor

DATE: \_\_\_\_\_



## COMMISSION STAFF REPORT

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**MEETING DATE:** January 21, 2025

**ITEM TITLE, PRESENTER:** Mack McDonald, Chief Administrative Officer

**RECOMMENDATION:** Make a motion approving the changes to the Travel Form

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### SUMMARY

Last year, the IRS adjusted Travel Reimbursement Rates twice, one beginning in January and the other adjusting for inflation and increased fuel costs. On December 19, 2024, the IRS issued the 2025 optional standard mileage rates beginning January 1, 2025, adjusting the previous increase from 67 cents per mile to 70 cents per mile, an adjustment of 3 cents. In accordance with our County Travel Policy, the Commission Approves this rate annually with the IRS suggested rates.

### HISTORY/PAST ACTION

Each year the County approves the Travel Reimbursement Rate and Form. In our Travel Policy, reimbursable mileage rates are dictated by what the IRS allows as a reimbursement rate. Normally, the IRS updates the millage rates once a year in the fall for the next calendar year

### FISCAL IMPACT

The adjustment moves us from 67 to 70 which is a 3 cent increase.

# San Juan County Travel Form 2024

Name: \_\_\_\_\_

Date	Destination		Purpose	Lodging	Meals	Mileage		Misc	TOTAL
	From:	To:				Enter # of Miles traveled in your Private Vehicle	Enter amount current rate is .67 per mile		
				Attach employee paid receipt & enter Own Lodging \$48	Per GSA Rates see Utah rates below			Attach receipts & enter amounts	
							0.00		0.00
							0.00		0.00
							0.00		0.00
							0.00		0.00
							0.00		0.00
							0.00		0.00
							0.00		0.00
				0.00	0.00	0.00	0.00	0.00	<b>0.00</b>

Employee Signature: \_\_\_\_\_

Date \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_

Date \_\_\_\_\_

List expense codes and amounts: \_\_\_\_\_

I certify that the above listed items and services were received and correct and are for charges incurred by myself for official county business.

\_\_\_\_\_

Out of State Travel - attach approved request. Please only attach amounts and receipts paid by employee. Do Not include charges billed to the County. All travel expenses must be submitted with 30 days of travel.

Per Diem Rates	Breakfast	Lunch	Dinner
Standard Rates	\$13	\$15	\$26
Moab	\$16	\$17	\$31
Park City	\$18	\$20	\$36
Provo	\$14	\$16	\$29
Salt Lake City	\$14	\$16	\$29

# Standard mileage rates

If you use your car for business, charity, medical or moving purposes, you may be able to take a deduction based on the mileage used for that purpose.

## 2025 mileage rates

The standard mileage rates for 2025 are:

- Self-employed and business: 70 cents/mile
- Charities: 14 cents/mile
- Medical: 21 cents/mile
- Moving (**military only**): 21 cents/mile

[Find out when you can deduct vehicle mileage](#)

## Mileage rates for all years (cents/mile)

Period	Business use	Charity use	Medical or military moving	Source
2025	70	14	21	<a href="#">IR-2024-312</a>
2024	67	14	21	<a href="#">IR-2023-239</a>
2023	65.5	14	22	<a href="#">IR-2022-234</a>
7/1/2022-12/31/2022	62.5	14	22	<a href="#">IR-2022-124</a>
1/1/2022-6/30/2022	58.5	14	18	<a href="#">IR-2021-251</a>
2021	56	14	16	<a href="#">IR-2020-279</a>
2020	57.5	14	17	<a href="#">IR-2019-215</a>
2019	58	14	20	<a href="#">IR-2018-251</a>

## Tax professionals topics

- Serve your clients
- Tax pro news and resources
- Office of Professional Responsibility and Circular 230
- Tax code, regulations and official guidance
- E-Services
- Topic no. 161, Returning an erroneous refund – Paper check or direct deposit
- Appeals
- Tax professionals

## Meals and incidental expenses (M&IE) rates and breakdown

The M&IE total is the full daily amount for a single calendar day when that day is neither the first nor last day of travel. The amount received on the first and last day of travel equals 75% of the M&IE total. See [M&IE breakdowns](#) for information related to the individual meal amounts.

Primary destination	County	M&IE total	Breakfast	Lunch	Dinner	Incidental expenses	First and last day of travel
Standard Rate	Applies for all locations without specified rates	\$68	\$16	\$19	\$28	\$5	\$51.00
Moab	Grand	\$86	\$22	\$23	\$36	\$5	\$64.50
Park City	Summit	\$92	\$23	\$26	\$38	\$5	\$69.00
Provo	Utah	\$74	\$18	\$20	\$31	\$5	\$55.50
Salt Lake City	Salt Lake / Tooele	\$80	\$20	\$22	\$33	\$5	\$60.00

### Additional per diem topics

- [Meals & Incidental Expenses breakdown \(M&IE\)](#)
- [FAQs](#)
- [State tax exemption forms](#)
- [Factors influencing lodging rates](#)
- [Per diem highlights](#)
- [Fire safe hotels](#)
- [Have a per diem question?](#)
- [Downloadable per diem files](#)

### Need more information?

- [Rates for Alaska, Hawaii, U.S. territories and possessions \(set by DoD\)](#)
- [Rates in foreign countries \(set by State Dept.\)](#)
- [Federal travel regulations](#)

### Related topics

- [Travel resources](#)
- [E-Gov Travel](#)
- [FedRooms](#)
- [POV mileage reimbursement rates](#)

Last reviewed: 2023-12-23

# San Juan County Travel Form 2025

Name: \_\_\_\_\_

Date	Destination		Purpose	Lodging	Meals	Mileage		Misc	TOTAL
	From:	To:				Enter # of Miles traveled in your Private Vehicle	Enter amount current rate is .70 per mile		
				Attach employee paid receipt & enter Own Lodging \$48	Per GSA Rates see Utah rates below			Attach receipts & enter amounts	
							0.00		0.00
							0.00		0.00
							0.00		0.00
							0.00		0.00
							0.00		0.00
							0.00		0.00
							0.00		0.00
				0.00	0.00	0.00	0.00	0.00	<b>0.00</b>

Employee Signature: \_\_\_\_\_

Date \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_

Date \_\_\_\_\_

List expense codes and amounts: \_\_\_\_\_

I certify that the above listed items and services were received and correct and are for charges incurred by myself for official county business.

\_\_\_\_\_

Out of State Travel - attach approved request. Please only attach amounts and receipts paid by employee. Do Not include charges billed to the County. All travel expenses must be submitted with 30 days of travel.

Per Diem Rates	Breakfast	Lunch	Dinner
Standard Rates	\$16	\$29	\$28
Moab	\$22	\$23	\$36
Park City	\$23	\$26	\$38
Provo	\$18	\$20	\$31
Salt Lake City	\$20	\$22	\$33



Clerk/Auditor

Lyman W. Duncan

[lduncan@sanjuancounty.org](mailto:lduncan@sanjuancounty.org)

**Renewal Form for Retail Beer License**

To The Board of County Commissioners, San Juan County, Monticello, Utah

Name Melody Guerrero Business Name Resort Retailers dbq 7-Eleven  
Address P.O. Box 681030 City Park City State UT  
Type of License applied for OP Class A Driver's License 158509198

- Off Premise Beer retailer - OP Class A - \$250
- Bar Establishment - CL Class B - \$400
- On-Premise Beer - BE Class C - \$400
- Restaurant Beer only - RB Class D - \$250
- Restaurant Limited - RL Class D - \$250
- Restaurant - RE Class D - \$250

Hereby applies for a license renewal to vend light beer at retail for and behalf of Mexican Hat 7-Eleven

Whose {partners and officers} are:  
Douglas Slauth - President  
Barry Feeley - Vice President

And who have complied with the statutory requirements and possess the qualifications specified in the Title 32B – Alcoholic Beverage Control Act Liquor Control Act:

State Retail Alcohol License: Y/N Y State License #: 0P00529  
 Proximity requirements met: Y/N Y Manager/Employee Training: Y/N Y  
 Surety Bond (\$2,500): Y/N Y Floor Plan (copy) Y/N N  
 & Public Liability insurance: Y/N Y Amounts carried: \_\_\_\_\_

County Business license: Y/N # N



Clerk/Auditor  
Lyman W. Duncan  
[lduncan@sanjuancounty.org](mailto:lduncan@sanjuancounty.org)

### Renewal Form for Retail Beer License

and all ordinances of San Juan County and request license to be issued for the following particular premises at 2956 S. Hwy 163 Mexican Hat Ut 84536 in Utah, for a term of 12 months, commencing the 1st day of January, 2025, and ending the 31 day of December 2025.

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

Dated this 13 day of January, 2025.

Signature of Applicant Melody Sumner

Approved Y/N by County commission Chair: \_\_\_\_\_

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





## COMMISSION STAFF REPORT

---

**MEETING DATE:** January 21, 2025

**SUBMITTED BY:** Tammy Gallegos, Aging Director

**TITLE:** Consideration and Approval of the 2025 Contract with RMC Personal Care to Purchase Personal Care Services early renewal due to name change.

**RECOMMENDATION:** Approval

---

### SUMMARY

Consideration and Approval of a Contract with Rocky Mountain Personal Care to Purchase Personal Care In Home Care Services. We contract out home services every year. This is an early renewal of the contract due to a name change with Rocky Mountain Personal Care

### HISTORY/PAST ACTION

Approval

### FISCAL IMPACT

**State Funding**

**CONTRACT TO PURCHASE CASE MANAGEMENT  
AND HOME HEALTH SERVICES  
(Home and Community Based Alternatives program - HCBA)**

CONTRACT PRINCIPLES: San Juan County, San Juan County Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, and RMC Personal Care, LLC. dba Rocky Mountain Personal Care - Utah, 598 W 900 S, Suite 220, Woods Cross, UT 84010, hereinafter referred to as CONTRACTOR.

- II. CONTRACT PERIOD: Jan 7, 2025 thru June 31, 2026. This contract may be canceled by either party upon 30 days written notice.
- III. METHOD OF CONTRACTOR PAYMENT: The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- IV. PURPOSE OF CONTRACT: To provide to eligible residents of San Juan County who are at high risk of nursing home admission, skilled nursing, home health aide, personal care aide and homemaker services.
- V. ATTACHMENTS:
- A. Prices
  - B. CONTRACTOR'S Responsibilities
  - C. COUNTY'S Responsibilities
  - D. Budget Attachment
- VI. POLICY(s):  
Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

**SIGNATURES:**

**In witness whereof, the parties sign and cause this contract to be executed:**

**CONTRACTOR:** *Cameron Jones*  
Administrator, RMC Personal Care, LLC

Date 1/6/2025 MST

**COUNTY:** \_\_\_\_\_  
Chairman, San Juan County Commission

Date \_\_\_\_\_

**COUNTY:** \_\_\_\_\_  
Tammy Gallegos, Director, Area Agency on Aging

Date \_\_\_\_\_

*ATTACHMENT A*

<u>COST OF SERVICE</u>	<u>Unit</u>	<u>Fee</u>
Skilled Nursing Service	1 visit	\$64.89
Home Health/Personal Care Aide	1 hour	\$59.75
Homemaker	1 hour	\$59.75
Travel	Per mile 1/4 hour	\$13.40

**ATTACHMENT B**

## CONTRACTOR

## RESPONSIBILITIES The

CONTRACTOR agrees to:

- Comply with the Home and Community Based Alternatives (HCBA) Standards and Procedures (UCA R510-400) and Title 3-B of the Older Americans Act, and SSBG with greatest concern for rural elderly, those with greatest economic and social need, particularly low-income minority, and those with severe disabilities with the objective of informing such persons of the availability of services.
- II. Provide the following services:
    - A. Skilled Nursing
    - B. Home Health Aide
    - C. Personal Care Aide
    - D. Homemaker
    - E. Other services as deemed appropriate and necessary
  - III. Recruit, hire, train and supervise qualified staff.
  - IV. Title to all work, records of work, documents, and equipment purchased with HCBA funds are property of the COUNTY thru the duration of this contract.
  - V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.
  - VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least five (5) years after last payment has been made on this contract, or until all audits initiated prior to five (5) years after contract termination have been completed. All patient records and documents are property of the COUNTY in relation to this contract.
  - VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.
  - IX. VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.

- X. Meet all applicable licensing or other standards required by Federal or State laws or regulations and ordinances of the City and County in which the services and/or care is provided and continue to comply with such licensing for duration of the contract period.
- XI. Shall maintain general liability insurance coverage in the amount of \$100,000 and automobile insurance coverage with a combined single limit, or the equivalent of not less than \$300,000.
- XII. Bring to the attention of the COUNTY the protective service needs of persons served.
- XIII. Submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- XIV. Attend training provided by the State Division of Aging and Adult Services.

*ATTACHMENT C*

## COUNTY

## RESPONSIBILITIES The

COUNTY agrees to:

- I. Conduct eligibility and assessment activities for current and potential HCBA program clients as provided in State Policy.
- II. Provide referrals to CONTRACTOR.
- III. Maintain fiscal audit trail tied to the individual client.
- IV. Assist applicants or recipients in following procedures for a Fair Hearing regarding delivery of services.
- V. Make and document periodic monitor reviews of contract provisions.
- VI. Provide program development.
- VII. Conduct on-going program evaluation with a written annual report.
- VIII. Provide technical assistance and training on requests.
- IX. Authorize individual waivers to approve services for clients with extenuating circumstances.
- X. Maintain inventory of all equipment purchased thru HCBA program. All equipment purchased thru this contract will be the property of the COUNTY. Arrange for clients to access the equipment needed on case by case basis.







## COMMISSION STAFF REPORT

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**MEETING DATE:** January 21, 2025  
**SUBMITTED BY:** David Gallegos, Fire Chief  
**TITLE:** 2025 Participation Commitment Statement  
**RECOMMENDATION:** Approval

---

### SUMMARY

Consideration and Approval of the Participation Commitment Statement for Fiscal Year 2025.

### HISTORY/PAST ACTION

Renewal of Agreement

### FISCAL IMPACT

\$158,880

## Cooperative Wildfire System Participation Commitment Statement for year 2025 for Participating Entity: San Juan County

*This statement provides the monetary value of the Participation Commitment the entity is required to meet to maintain active status in CWS.*

**Value of Participation Commitment: \$158,880**

**Deadline to complete and return:**

**January 15, 2025**

*INSTRUCTIONS: Outline the specific Proposed Actions that the Participating Entity plans on taking this year to address the highest wildfire risk. These actions must connect directly to the Entity's approved Community Wildfire Preparedness Plan and meet the intent of CWS. Include the Category (Mitigation, Preparedness, Prevention) and the Estimated Value that will be attributed to this year alone.*

	Proposed Action	CWPP Goal	Category	Value this Year
1)	Joseph Toska Project work estimated 3 to 4 Acres	Fuel Reduction Fire Break	Mitigation	4,000
2)	Rebecca Project Work Eastland Area	Fuel Reduction Dead Wood	Mitigation	3,880
3)	Linda and James Withmore Wray Mesa Area	Dead Fuel Reduction	Mitigation	5,000
4)	Purchase Brush Truck	Improve Response with a	Preparedness	143,000
5)		reliable truck		
6)	Adds on social media on fire Prevention and Education	Public Education	Prevention	3,000
7)				
8)				
9)				
10)				158,880

**Why are these actions the most impactful way to reduce wildfire risk for this PE?**

Consider the highest wildfire risk areas within the boundary and the values to protect from the threat of wildfire.

Answer

Thinning out dead fuels on properties is essential to stopping fires before they grow and cause more damage to our community. With more homes being built in unincorporated wildlands, fire suppression efforts are becoming increasingly challenging.

We are requesting funding for a truck to help us respond to fires and support project work, including burning fuel piles during mitigation efforts. This equipment will improve our ability to protect homes, property, and lives from wildfire threats.



Utah Division of Forestry, Fire and State Lands  
1594 West North Temple  
P.O. Box 145703  
Salt Lake City, UT 84114

Utah Division of Forestry, Fire and State Lands

Matthew McEttrick  
Matthew McEttrick (Jan 16, 2025 13:49 MST)

Area Manager Signature  
Matthew McEttrick  
Print Name

01/16/2025  
Date

\_\_\_\_\_  
CWS Manager Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Participating Entity Official Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

*By signing this document, the Participating Entity and FFSL agree that these proposed actions adhere to the intent of CWS to reduce the impact of catastrophic wildfire to local communities.*



Utah Division of Forestry, Fire and State Lands  
1594 West North Temple  
P.O. Box 145703  
Salt Lake City, UT 84114

**Cooperative Wildfire System  
2025 Participation Commitment Calculation  
for Participating Entity: San Juan County**

**TOTAL PARTICIPATION COMMITMENT: \$158,880**

*Participation Commitment is calculated by adding the Risk Assessment by Acres to the Historic Fire Cost Average in each jurisdiction, per R652122300 (2017).*

**WILDFIRE RISK ASSESSMENT**

	Medium Risk	Acres	High Risk	Acres	Cost
<b>Municipal</b>	<b>\$2.00</b>		<b>\$3.50</b>		<b>\$0</b>
<b>County</b>	<b>\$0.38</b>	47581	<b>\$0.51</b>	4337	\$20,293
			<b>TOTAL:</b>		<b>\$20,293</b>

**HISTORIC FIRE COST AVERAGE**

Year	Nominal Fire Suppression Costs	Inflation Rate	Real Fire Suppression Costs
2014	\$63,454	1.32	\$83,759
2015	\$18,969	1.32	\$25,039
2016	\$28,314	1.30	\$36,808
2017	\$27,797	1.27	\$35,302
2018	\$35,455	1.24	\$43,964
2019	\$15,186	1.23	\$18,679
2020	\$382,383	1.20	\$458,860
2021	\$1,775,230	1.18	\$2,094,771
2022	\$17,815	1.10	\$19,597
2023	\$393,564	1.03	\$405,371

**AVERAGE (removing the high year and low year): \$138,588**

**PC CALCULATION**

<b>Wildfire Risk Assessment</b>	<b>\$20,293</b>
<b>(+) Historic Fire Cost Average</b>	<b>\$138,588</b>
<b>(=) Participation Commitment</b>	<b>\$158,880</b>
<b>(+) Previous Year(s) Unmet PC</b>	
<b>(-) Cap Reduction</b>	

*Instructions: shaded areas must be adjusted annually by FFSL Finance. Do not edit unshaded cells.  
"Cap Reduction" must be approved by FFSL Director.*



Utah Division of Forestry, Fire and State Lands  
1594 West North Temple  
P.O. Box 145703  
Salt Lake City, UT 84114

Totals from Columns

<b>2014</b>	<b>\$63,454.00</b>	column C	<i>taken from previous PC Statement</i>
<b>2015</b>	<b>\$18,969.00</b>	column D	<i>taken from previous PC Statement</i>
<b>2016</b>	<b>\$28,314.08</b>	column E	
<b>2017</b>	<b>\$27,797.06</b>	column F	
<b>2018</b>	<b>\$35,454.76</b>	column G	
<b>2019</b>	<b>\$15,186.29</b>	column H	
<b>2020</b>	<b>\$382,383.47</b>	column I	
<b>2021</b>	<b>\$1,775,229.98</b>	column J	
<b>2022</b>	<b>\$17,815.14</b>	column K	
<b>2023</b>	<b>\$393,563.83</b>	column L	

Incident Name	Incident Number	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Bug Point	UTSES-006209	\$0.00	\$0.00	\$2,064.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
La Sal	UTSES-007117	\$0.00	\$0.00	\$0.00	\$801.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Coal Bed	UTSES-006219	\$0.00	\$0.00	\$1,160.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Boulder Point	UTSES-000312	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$186.12	\$0.00	\$0.00
Bridger Jack	UTSES-007223	\$0.00	\$0.00	\$0.00	\$63.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Buckley	UTSES-008046	\$0.00	\$0.00	\$0.00	\$0.00	\$6.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Avikan	UTSES-000050	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$517.99	\$0.00	\$0.00	\$0.00
HWY191 MM59	UTSES-000283	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$884.86	\$0.00	\$0.00
Copper Mill Two	UTSES-000348	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$561.75	\$0.00	\$0.00	\$0.00
Blue Mountain	UTSES-006236	\$0.00	\$0.00	\$1,597.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
La Sal Store	UTSES-000240	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$614.30	\$0.00	\$0.00	\$0.00
Egnar Cutoff	UTSES-008391	\$0.00	\$0.00	\$0.00	\$0.00	\$138.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pearson	UTSES-020007	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$83.89	\$0.00
Pack Creek	UTSES-020421	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$975.02	\$0.00
Ucolo	UTSES-007171	\$0.00	\$0.00	\$0.00	\$37.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hwy191 MM110	UTSES-000303	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$628.55	\$0.00	\$0.00	\$0.00
Boulder	UTSES-008400	\$0.00	\$0.00	\$0.00	\$0.00	\$16.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Lisbon Valley	UTSES-020485	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$775.86	\$0.00
Seep	UTSES-020405	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$76.59	\$0.00
Elk Meadows	UTSES-000135	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,249.94	\$0.00	\$0.00	\$0.00
Long Draw	UTSES-007053	\$0.00	\$0.00	\$0.00	\$175.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sturgeon	UTSES-2323217	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,373.70
Bayles Ranch	UTSES-006070	\$0.00	\$0.00	\$4,082.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Old Highway	UTSES-006118	\$0.00	\$0.00	\$40.71	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Willow Flat	UTSES-000157	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,346.94	\$0.00	\$0.00
Sage Brush	UTSES-023365	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,073.77
Harvest	UTSES-020510	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,085.36	\$0.00
West Boulder Point	UTSES-007310	\$0.00	\$0.00	\$0.00	\$28.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Doe Canyon	UTMLF-000425	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$202,182.76	\$0.00	\$0.00	\$0.00
North Summit	UTSES-006119	\$0.00	\$0.00	\$646.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
West Water	UTSES-006403	\$0.00	\$0.00	\$268.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Coal Bed	UTSES-007126	\$0.00	\$0.00	\$0.00	\$110.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Walker Road	UTSES-007323	\$0.00	\$0.00	\$0.00	\$21,241.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bronson	UTSES-008040	\$0.00	\$0.00	\$0.00	\$0.00	\$2.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Black Bull	UTSES-008033	\$0.00	\$0.00	\$0.00	\$0.00	\$6,328.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bronson	UTMFC-008040	\$0.00	\$0.00	\$0.00	\$0.00	\$114.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Deer Creek	UTSES-008139	\$0.00	\$0.00	\$0.00	\$0.00	\$10,655.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Markle	UTSES-009182	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,777.11	\$0.00	\$0.00	\$0.00	\$0.00
Long Point	UTSES-006110	\$0.00	\$0.00	\$55.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Seep Creek	UTSES-007225	\$0.00	\$0.00	\$0.00	\$110.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rattlesnake Ranch	UTSES-009078	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,378.04	\$0.00	\$0.00	\$0.00	\$0.00
SOP Canyon	UTSES-020492	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.85	\$0.00
West Recapture	UTSES-009131	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,058.41	\$0.00	\$0.00	\$0.00	\$0.00
Flat Iron	UTSES-006337	\$0.00	\$0.00	\$369.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cottonwood Canyon	UTSES-006218	\$0.00	\$0.00	\$771.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Eastland	UTSES-006227	\$0.00	\$0.00	\$1,542.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mt Peale	UTSES-000093	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.75	\$0.00	\$0.00	\$0.00
Hwy 191 MM 80	UTSES-006388	\$0.00	\$0.00	\$527.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Radio Hill	UTSES-009133	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,577.08	\$0.00	\$0.00	\$0.00	\$0.00
Pole	UTSES-023374	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.78
Ucolo	UTSES-008372	\$0.00	\$0.00	\$0.00	\$0.00	\$136.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
White Flats	UTSES-020064	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$322.94	\$0.00

North Old Highway	UTSES-006313	\$0.00	\$0.00	\$290.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Carr	UTSES-008408	\$0.00	\$0.00	\$0.00	\$0.00	\$554.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Car	UTSES-023449	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$630.93
Lake Canyon	UTSES-000294	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,243.68	\$0.00	\$0.00
Bean	UTSES-020222	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,777.73	\$0.00
	Raby UTSES-000356	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$185.10	\$0.00
Meadows	UTSES-000432	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$386.59	\$0.00	\$0.00
Mailbox	UTSES-007202	\$0.00	\$0.00	\$0.00	\$50.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HWY 491 MM 8	UTSES-008169	\$0.00	\$0.00	\$0.00	\$0.00	\$244.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Bull Hollow UTSES-006065	\$0.00	\$0.00	\$3,272.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
West Carpenter Ridge	UTSES-020374	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,465.92	\$0.00
Bryan Road	UTSES-2323218	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$349.80
Ancients	UTSES-020099	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.02	\$0.00
Corral	UTSES-000007	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$174.08	\$0.00	\$0.00
Hickman	UTSES-023275	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$402.78
Alkali Ridge	UTSES-000167	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63,885.95	\$0.00	\$0.00	\$0.00
Coalbed	UTSES-020215	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.99	\$0.00
Halls	UTSES-006081	\$0.00	\$0.00	\$917.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Border	UTSES-008170	\$0.00	\$0.00	\$0.00	\$0.00	\$5,614.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hwy191 MM59	UTSES-000412	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$143.68	\$0.00	\$0.00	\$0.00
Pearson Point	UTSES-020301	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,382.91	\$0.00
Rio Algom	UTSES-008340	\$0.00	\$0.00	\$0.00	\$0.00	\$134.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
East Summit	UTSES-009145	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$522.09	\$0.00	\$0.00	\$0.00	\$0.00
Copper Mine	UTSES-008393	\$0.00	\$0.00	\$0.00	\$0.00	\$2,153.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hickman	UTSES-000305	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,044.83	\$0.00	\$0.00	\$0.00
West LaSal	UTSES-006328	\$0.00	\$0.00	\$1,965.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HWY191 MM117	UTSES-023155	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,433.19
Horsehead Point	UTSES-006228	\$0.00	\$0.00	\$538.73	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ray Mesa	UTSES-009108	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,816.63	\$0.00	\$0.00	\$0.00	\$0.00
Montezuma Canyon	UTSES-000156	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,496.17	\$0.00	\$0.00
Long Canyon	UTSES-008387	\$0.00	\$0.00	\$0.00	\$0.00	\$437.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pack Creek	UTMLF-000131	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,708,644.22	\$0.00	\$0.00
Pinyon Ridge	UTSES-000424	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$143.54	\$0.00	\$0.00	\$0.00
Oak creek	UTSES-006202	\$0.00	\$0.00	\$3,290.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Boulder Canyon UTSES-020066	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$147.65	\$0.00
West Summit	UTSES-000033	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$428.79	\$0.00	\$0.00	\$0.00
Brunner	UTSES-009317	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$122.05	\$0.00	\$0.00	\$0.00	\$0.00
Mexican Hat	UTSES-000022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,519.61	\$0.00	\$0.00	\$0.00
Willow Basin	UTSES-000210	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,331.67	\$0.00	\$0.00	\$0.00
Bug Point	UTSES-023100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,104.77
Peter Point	UTSES-008398	\$0.00	\$0.00	\$0.00	\$0.00	\$8,086.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bulldog	UTSES-006195	\$0.00	\$0.00	\$669.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Brushy Basin	UTSES-006222	\$0.00	\$0.00	\$2,535.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bluff	UTSES-008212	\$0.00	\$0.00	\$0.00	\$0.00	\$306.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Jones	UTSES-000313	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.66	\$0.00	\$0.00
Uranium	UTSES-020100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.02	\$0.00
Old Highway	UTSES-009147	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,659.96	\$0.00	\$0.00	\$0.00	\$0.00
Horsehead	UTCYD-023262	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$371,851.51
Photograph Gap	UTSES-2323221	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,276.84
Boulder Point	UTSES-020509	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,506.69	\$0.00
West Ucolo	UTSES-000152	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,680.58	\$0.00	\$0.00	\$0.00
West Boulder Point	UTSES-000208	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$611.54	\$0.00	\$0.00
East Ucolo	UTSES-008388	\$0.00	\$0.00	\$0.00	\$0.00	\$484.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MM 96 Hwy 191	UTSES-006308	\$0.00	\$0.00	\$180.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Point	UTSES-020484	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,709.36	\$0.00
Pack Creek	UTSES-006402	\$0.00	\$0.00	\$466.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Nizhoni Court	UTSES-000302	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.35	\$0.00	\$0.00	\$0.00
Pearson Point	UTSES-023303	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$482.64
Basecamp	UTSES-009049	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,274.92	\$0.00	\$0.00	\$0.00	\$0.00
Pine Hollow	UTSES-000389	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,543.16	\$0.00	\$0.00

South Knoll	UTSES-006120	\$0.00	\$0.00	\$44.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Boulder Cutoff	UTSES-007235	\$0.00	\$0.00	\$0.00	\$5,004.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
West Recapture	UTSES-000318	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,001.77	\$0.00	\$0.00
Little Water	UTSES-000180	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$296.47	\$0.00	\$0.00	\$0.00
Coal Bed	UTMOD-000380	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,283.30	\$0.00	\$0.00
Deeter Drive	UTSES-008047	\$0.00	\$0.00	\$0.00	\$0.00	\$39.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Piute	UTSES-023340	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,581.12
Long Draw	UTSES-020477	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$103.28	\$0.00
Coronado	UTSES-007095	\$0.00	\$0.00	\$0.00	\$68.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Brown Canyon Rd	UTSES-000146	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,200.79	\$0.00	\$0.00
Dairy Lane	UTSES-006145	\$0.00	\$0.00	\$258.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pearson Wash	UTSES-020065	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$138.47	\$0.00
Nizhoni Ct	UTSES-006114	\$0.00	\$0.00	\$601.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Devil Canyon	UTSES-020367	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,132.59	\$0.00
Whisker	UTSES-007254	\$0.00	\$0.00	\$0.00	\$50.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Peters Springs Road	UTSES-007096	\$0.00	\$0.00	\$0.00	\$54.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hwy 191 MM 84	UTSES-006392	\$0.00	\$0.00	\$156.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
North Recapture	UTSES-000082	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$808.96	\$0.00	\$0.00	\$0.00



## COMMISSION STAFF REPORT

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**MEETING DATE:** January 21, 2025

**ITEM TITLE, PRESENTER:** Approval of San Juan County Health Department PH Infrastructure - 2023 Amendment 3, by Mike Moulton, Public Health Interim Director

**RECOMMENDATION:** Approval

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### SUMMARY

The purpose of this amendment is to add funds, update the effective date of Attachment A: Scope of Work to December 15, 2024, and clarify some of the language from the previous amendment.

The general purpose of this contract is to provide support for core infrastructure improvements that include the agency's foundational capabilities and workforce.

### HISTORY/PAST ACTION

Approval

### FISCAL IMPACT

The federally reimbursed amount of \$27,835.00 for A2 was added for the period December 1, 2024, to November 30, 2025.





Utah Department of  
**Health & Human Services**

**UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES  
CONTRACT AMENDMENT**

PO Box 144003, Salt Lake City, Utah 84114  
288 North 1460 West, Salt Lake City, Utah 84116

2302106  
Department Log Number

232701308  
State Agreement ID

1. **CONTRACT NAME:** The name of this contract is San Juan Public Health Department – PH Infrastructure 2023 Amendment 3.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

**PAYMENT ADDRESS**

San Juan County  
735 S 200 W, Ste 2  
Blanding, UT 84511

**MAILING ADDRESS**

San Juan County  
735 S 200 W, Ste 2  
Blanding, UT 84511

**Vendor ID:** 06866HL  
**Commodity Code:** 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to increase the contract amount and replace Attachment A: Scope of Work.
4. **CHANGES TO CONTRACT:**
  1. The contract amount is being changed. The original amount was \$376,754.00. The funding amount will be increased by \$27,230.00 in federal funds. New total funding is \$403,984.00.
  2. Attachment A: Scope of Work effective December 15, 2024, is replacing Attachment A: Scope of Work, which was effective December 2023. Changes made to Article VII Section A, Article VII Section C, and Article VIII Section A Item 2.

**UEI:** WCVABP2FEVA2

**Indirect Cost Rate:** 0.0 %

Federal Funds

<b>Federal Program Name</b>		<b>Award Number</b>	23NE11OE000088A2
<b>Federal Awarding Agency</b>		<b>Federal Award Identification Number</b>	
<b>Assistance Listing Title</b>	CDC's Collaboration with Academia to Strengthen Public Health	<b>Federal Award Date</b>	
<b>Assistance Listing Number</b>	93.967	<b>Funding Amount</b>	\$27,230.00

All other conditions and terms in the original contract and previous amendments remain the same.

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 12/15/2024 .
  6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
    - A. All other governmental laws, regulations, or actions applicable to services provided herein.
    - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
  7. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.
- 

Intentionally Left Blank

**Contract with Utah Department of Health & Human Services and San Juan County , Log # 2302106**

IN WITNESS WHEREOF, the parties enter into this agreement.

**CONTRACTOR**

Signature

**Signed by:** \_\_\_\_\_

\_\_\_\_\_  
Jamie Harvey  
County Commission Chair

Date Signed: \_\_\_\_\_

Attachment A: Scope of Work  
 San Juan County Health Department - PH Infrastructure 2023 Amendment 3  
 Effective Date: December 15, 2024

I. GENERAL PURPOSE

- A. The general purpose of this contract is to provide support for core infrastructure improvements that include, but are not limited to the agency's workforce, foundational capabilities, and data infrastructure.

II. DEFINITIONS

- A. "A1" means Component A: Strengthening public health infrastructure, under Strategy A1: Workforce, as outlined within the CDC's funding opportunity announcement, entitled, "Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems CDC-RFA-OE22-2203."
- B. "A2" means Component A: Strengthening public health infrastructure, under Strategy A2: Foundational Capabilities, as outlined within the CDC's funding opportunity announcement, entitled, "Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems CDC-RFA-OE22-2203."
- C. "A3" means Component A: Strengthening public health infrastructure, under Strategy A3: Data Modernization, as outlined within the CDC's funding opportunity announcement, entitled, "Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems CDC-RFA-OE22-2203."
- D. "CDC" means the Centers for Disease Control and Prevention.
- E. "Department" means Utah Department of Health and Human Services.
- F. "Subrecipient" means Contractor and legal name of the vendor as noted on Contract Page One.

III. PROGRAM CONTACT

- A. The Department encourages inquiries concerning this grant and special provisions, which should be directed to the following Department contacts:
1. For program management, contact:  
 Jenny Starley, Workforce Development Coordinator  
 Division of Population Health  
 (385) 454-3134  
 jstarley@utah.gov
  2. For general programmatic questions, contact:  
 Elisabeth Litster, Contract/Grant Analyst  
 Division of Population Health  
 (385) 266-0510  
 elitster@utah.gov
  3. For financial or budget assistance, contact:  
 Jerry Edwards, Finance Manager  
 Department of Health and Human Services Operations  
 (801) 557-8260  
 jedwards@utah.gov

#### IV. OUTCOMES

##### A. OUTCOMES

1. The desired outcome for Strategy A1: Workforce of this contract is a reinforced and expanded public health workforce through hiring, retaining, supporting, and training the workforce and by strengthening relevant workforce planning, systems, processes, and policies.
2. The desired outcome for Strategy A2: Foundational Capabilities of this contract is a strengthened public health infrastructure through improved systems, processes, and policies to ensure a strong core infrastructure needed to protect health and provide fair opportunities for all.
3. The desired outcome for Strategy A3: Data Modernization of this contract is a more modern and efficient data environment, increased data interoperability, and increased availability and use of public health data.

#### V. OUTCOME MEASUREMENTS

##### A. The outcome measurements for Strategy A1: Workforce include:

1. Total size of the workforce, over time, by job type or classification, program area, and hiring mechanism or employment status based upon identified needs of the agency.

##### B. The outcome measurements for Strategy A2: Foundational Capabilities include:

1. Number of improved organizational systems and processes as compared to annual baseline levels, set in January for each year of the contract.
2. Self assessment score of public health foundational capabilities as compared to annual baseline levels, set in January for each year of the contract.

##### C. The outcome measurements for Strategy A3: Data Modernization include at least one of the following:

1. Self assessment of public health data infrastructure, data science, and informatics capabilities and capacities as compared to annual baseline levels, set in January for each year of the contract.
2. Self assessment score of capacity to quickly analyze, interpret, and act on data as compared to annual baseline levels, set in January for each year of the contract.

#### VI. OUTCOME REPORTING

- ##### A. The Department is federally required to reduce or eliminate the administrative requirements and reporting burden put upon local health departments supporting grant activities, and the Department cannot request or require additional programmatic reports, work plans, or expenditure information from local health departments beyond what is required by the grant, unless otherwise required by

law. Therefore, the outcome reporting for Strategy A1: Workforce, Strategy A2: Foundational Capabilities, and Strategy A3: Data Modernization include:

1. Quantitative Reporting
  - a. The Subrecipient shall report the outcome measurements listed in Section V. to the Department at a frequency and format as determined by the CDC; and
2. Qualitative Reporting
  - a. The Subrecipient shall provide a qualitative summary of successes and challenges to the Department at regularly attended meetings, which may include governance, local health officer committee, and public health coordination meetings.

## VII. RESPONSIBILITIES OF SUBRECIPIENT

- A. For A1, Subrecipient will utilize funds according to CDC guidance provided in related document Foa\_Content\_of\_CDC-RFA-OE22-2203 (9).pdf (see Part II. A. 2. ii. on page 6), which can be found at <https://www.grants.gov/web/grants/view-opportunity.html?oppld=340034>, to:
  1. Prioritize activities within their jurisdiction that lead to the key outcomes that include increased size and capabilities of the public health workforce with improved wages and protections; and
  2. Increase effectiveness of leadership and data science development training programs to address health disparities and advance health equity, and increased leadership and data science competency of emerging public health professionals as compared to annual baseline levels, set in January for each year of the contract.
- B. For A2, Subrecipient will utilize funds according to CDC guidance provided in related document Foa\_Content\_of\_CDC-RFA-OE22-2203 (9).pdf (see Part II. A. 2. ii. on page 6), which can be found at <https://www.grants.gov/web/grants/view-opportunity.html?oppld=340034>, to prioritize activities within their jurisdiction that lead to improved organizational systems and processes and evidence of stronger public health foundational capabilities.
- C. If an activity is not clearly aligned with guidance and requirements of Utah Code 67-27-109 regarding prohibited discriminatory practices, Subrecipient shall consult Department prior to initiating activity to ensure activity meets all requirements.
- D. Subrecipient shall provide a point of contact.

## VIII. FUNDING

- A. Total funding is \$403,984.00.
  1. \$328,129.00 for A1 for the period January 15, 2023 to November 30, 2027.
  2. \$70,020.00 for A2
    - a. \$15,560.00 for the period January 15, 2023 to November 30, 2023.
      - i. If year 1 A2 funds are not fully expended by above date, Subrecipient can utilize "Expanded Authority" which extends the period of spending for remaining funds for an additional

12 months. Expanded Authority funds will be used prior to year 2 A2 funds.

- b. \$27,230.00 for A2 for the period December 1, 2023 to November 30, 2024.
  - i. If year 2 A2 funds are not fully expended by above date, Subrecipient can utilize "Expanded Authority" which extends the period of spending for remaining funds for an additional 12 months. Expanded Authority funds will be used prior to year 3 A2 funds.
- c. \$27,230.00 for A2 for the period December 1, 2024 to November 30, 2025.
  - i. If year 3 A2 funds are not fully expended by above date, Subrecipient can utilize "Expanded Authority" which extends the period of spending for remaining funds for an additional 12 months. Expanded Authority funds will be used prior to any year 4 A2 funds received.

3. \$5,835.00 for A3

- a. \$5,835.00 in Expanded Authority for A3 for the period of December 1, 2023 to November 30, 2025.
  - i. Expanded Authority funds will be depleted prior to the use of new funds.

B. This is a Cost Reimbursement contract. The Department agrees to reimburse the Subrecipient up to the maximum amount of the contract for expenditures made by the Subrecipient directly related to the performance of this contract.

1. Cost Reimbursement – Budget

<u>Description</u>	<u>Amount</u>
A1: Workforce Development	\$328,129.00
A2: Foundational Capabilities	\$70,020.00
A3: Data Modernization	\$5,835.00

C. The Federal funds provided under this agreement are from the Federal Program and award as recorded on the contract pages of this Contract.

D. Pass-Through Agency: Utah Department of Health and Human Services.

E. Number assigned by the Pass-through Agency: State Contact Number, as recorded on the contract pages of this Contract.

F. All future year funding will be based on CDC satisfactory programmatic progress and the availability of funds.

IX. INVOICING

A. In addition to the Utah Department of Health and Human Services General Provisions of the contract the Subrecipient shall report the amount of funds utilized to the Department each month in the Monthly Expenditure Report and include one line for each funding source in the report; and

- 1. A1 - PH Infrastructure
- 2. A2 - PH Infrastructure
- 3. A3 - PH Infrastructure

- B. In addition to the Utah Department of Health and Human Services General Provisions of the contract the Subrecipient shall submit the July invoice no later than August 15 of each year.

X. REPORTING

- A. The Subrecipient shall provide a summary of successes and challenges at meetings, which may include; governance, local health officer committee, and public health coordination meetings according to agreed upon timelines with the Department;
- B. The Subrecipient shall provide input when requests from the Department are made to ensure accountability of outcomes when public health system/statewide reporting is required by the CDC according to agreed upon timelines with the Department; and
- C. The Subrecipient shall provide an estimated number of staff funded through this grant to contribute to an annual statewide progress report, as required by the CDC according to agreed upon timelines with the Department.

XI. AMENDMENTS AND TERMINATION

- A. If the Contract is not amended to add funds, the Contract shall terminate as of November 30, 2027.

XII. FUNDING REQUIREMENTS

- A. Funding restrictions to consider while planning and budgeting are provided below, as provided by the CDC. Funds may not be used for:
1. Research;
  2. Clinical care except as allowed by law;
  3. Funds may be used for reasonable program purposes, including personnel, travel, supplies, and services;
  4. Generally, funds may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget;
  5. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient; and
  6. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
    - a. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body;
    - b. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation; administrative action, or Executive order proposed or pending before any legislative body;
    - c. See Additional Requirement (AR) 12 (see: <https://www.cdc.gov/grants/additional-requirements/ar-12.html>) for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients (see: [http://www.cdc.gov/grants/documents/Anti-Lobbying\\_Restrictions\\_for\\_CDC\\_Grantees\\_July\\_2012.pdf](http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf)).



### XIII. REQUIRED DISCLOSURES

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS): Consistent with 45 CFR 75. 113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services  
Ackeem Evans, Grants Management Officer/Specialist  
Centers for Disease Control and Prevention  
Branch 6  
2939 Brandywine Rd,  
Atlanta, GA 30341  
Email: [gtq4@cdc.gov](mailto:gtq4@cdc.gov) (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services  
Office of the Inspector General  
ATTN: Mandatory Grant Disclosures, Intake Coordinator  
330 Independence Avenue, SW  
Cohen Building, Room 5527  
Washington, DC, 20201  
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or  
Email: [MandatoryGrantDisclosures@oig.hhs.gov](mailto:MandatoryGrantDisclosures@oig.hhs.gov)

Recipients must include this mandatory disclosure requirement in all subawards and contract under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.971. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U. S. C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance accessible through SAM (currently FAPIS) (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))



## COMMISSION STAFF REPORT

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**MEETING DATE:** January 21,2025

**ITEM TITLE, PRESENTER:** Gravel Crushing Bids, Todd Adair, Road Superintendent

**RECOMMENDATION:** Approval Bid Award—Low Bid Overall

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### SUMMARY

Bids for gravel crushing in Zeke’s Hole Pit was advertised for three weeks and we would like to recommend the low bid Brown Brothers. We propose for approval for crushing 36,000 CY of 1.5 minus gravel.

### HISTORY/PAST ACTION

N/A.

### FISCAL IMPACT

\$300,000 was approved in 2025 budget.

Zeke’s Hole: 8.22/cubic yard for a total of 295,920.00.

San Juan County  
 UNOFFICIAL RESULTS OF THE BID OPENING HELD  
 January 15, 2025  
 4:00 p.m.

PRESENT::	Todd Adair, Jackie Palmer, Martha Garner
PRODUCT:	1.5 Minus Gravel—25,000 c.y.
PROJECT:	Zeke’s Hole Pit

APPARENT LOW:	Brown Brothers
2 <sup>ND</sup> LOW:	Crowley Construction
3 <sup>RD</sup> LOW:	Harrison Field/ Holliday Construction

NO.	BIDDER	BID
1	Holliday Construction	11.50 per yard or \$287,500.00 Total
2	Brown Brothers	8.22 per yard or \$205,500.00 Total
3	Crowley Construction	10.90 per yard or \$272,500.00 Total
4	Harrison Field Services	11.20 per yard or \$280,500.00 Total

#1  
 NAME OF COMPANY  
Holliday Construction  
 Telephone # 435-678-2028  
 Sealed Bid  
 In Person  By Mail   
 Time 4:01 pm  
 Contact Person Jason Holliday  
 ALL QUOTATIONS TO BE  
 CONFIRMED IN WRITING  
 ITEMS QUOTED: 25,000 Cy  
1.5 minus gravel  
1) Zeke's Hole Pit  
 PRICE: \$11.50 per yard  
\$287,500.00 total

#2  
 NAME OF COMPANY  
Brown Brothers  
 Telephone # 435-836-2485  
 Sealed Bid  
 In Person  By Mail   
 Time 4:04 p.m.  
 Contact Person Ellis Brown  
 ALL QUOTATIONS TO BE  
 CONFIRMED IN WRITING  
 ITEMS QUOTED: 25,000 Cy  
1.5 minus gravel  
1) Zeke's Hole Pit  
 PRICE: 8.22 per yard  
\$205,500.00 total

#3  
 NAME OF COMPANY  
Crowley Construction  
 Telephone # 435-587-2377  
 Sealed Bid  
 In Person  By Mail   
 Time 4:05 p.m.  
 Contact Person Chris Crowley  
 ALL QUOTATIONS TO BE  
 CONFIRMED IN WRITING  
 ITEMS QUOTED: 25,000 Cy  
1.5 minus gravel  
1) Zeke's Hole Pit  
 PRICE: 10.90 per yard  
\$272,500.00 total

#4  
 NAME OF COMPANY  
Harrison Field Services  
 Telephone # 435-259-6430  
 Sealed Bid  
 In Person  By Mail   
 Time 4:06 pm.  
 Contact Person Non Given  
 ALL QUOTATIONS TO BE  
 CONFIRMED IN WRITING  
 ITEMS QUOTED: 25,000 cy  
1.5 minus gravel  
1) Zeke's Hole Pit  
 PRICE: 11.20 per yard  
\$280,500.00 total

BID CHOSEN AND REASON: Brown Brothers - Overall lower bid - \$205,500.00

SIGNED: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_  
 P.O. NUMBER: \_\_\_\_\_  
 APPROXIMATE DATE OF DELIVERY: \_\_\_\_\_

HOLLIDAY CONSTRUCTION, INC

P.O. BOX 502

BLANDING, UTAH 84511

Phone: 435-678-2028

January 9, 2025

TO WHOM IT MAY CONCERN:

**INVITATION TO BID: SAN JUAN COUNTY CRUSHING ZEKE'S HOLE**

Approximately 25,000 Cubic Yards of 1.5" Minus Gravel

**HOLLIDAY CONSTRUCTION BIDS: \$11.50 per yard = \$287,500.00**

**(includes mobilization & moving vegetation)**

Sincerely,



Jason Holliday, President



Brown Brothers Construction Company, Inc.  
90 North 200 East, P.O. Box 249  
Loa, Utah 84747  
(435) 836-2685 - Office

**Bid Date:** Wednesday, January 9, 2025  
**Submitted To:** San Juan County Road Department

**SAN JUAN COUNTY  
ZEKE'S HOLE CRUSHING - 2025**

ITEM NO.	QNTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	25,000	CY	1.5" Minus Gravel - Crushed and Stockpiled per San Juan County Specifications	\$ 8.22	\$ 205,500.00

This bid is submitted by and on behalf of Brown Brothers Construction.

Signed: Ellis Brown

Date: January 9, 2025

Ellis Brown  
Corporate President  
Brown Brothers Construction

# Crowley Construction, Inc.

Gary and Phyllis Crowley  
310 S. Eastland Rd CR#312  
HC 63 Box 66

Monticello, Utah 84535

Office: 435-587-2377 Fax: 435-587-3409

Environmental Remediation - Gravel Products - Road Construction - Reclamation - Site Preparation  
Land Leveling - Mineral Exploration - Erosion Control - Trucking - Heavy Equipment Hauling

San Juan County Road Department  
885 East Center Street  
PO Box 188  
Monticello UT 84535

**Zeke's Hole Sealed Bid**

**Approximately 25,000 Cubic Yards of 1.5" Minus Gravel**

**\$10.90 per cubic yard for an approximate total of \$272,500.00**

Thank you



Chris Crowley  
VP Operations

HARRISON FIELD SERVICES, INC.

PO Box 1087  
 Moab, Utah 84532  
 (435) 259-6430  
 HOS.office@YAHOO.COM

Item 9.

# Estimate

Date	Estimate #
1/8/2025	1628

Name / Address
San Juan County Road Department 885 East Center Street PO Box 188 Monticello, Utah 84535

Job #	Project
	Zeke's Hole Crushing

Description	Qty	Cost	Total
Zeke's Hole Crushing Crushing of approximately 25,000 cubic yards of 1.5" Minus Gravel as per invitation from San Juan County Road Department. Price per cubic yard.	25,000	11.22	280,500.00
<b>Total</b>			\$280,500.00

Acceptance of Proposal: The above prices specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Signature \_\_\_\_\_





## COMMISSION STAFF REPORT

**MEETING DATE:** January 21, 2025

**ITEM TITLE, PRESENTER:** Datafy Contract, Presented by Allison Yamamoto-Sparks, Visitor Services Manager

**RECOMMENDATION:** Approval

### SUMMARY

Datafy is a data company that specializes in gathering tourism-related data, which is a valuable tool for Destination Marketing Organizations (DMOs) such as San Juan County Visitor Services, to learn about and better understand the demographics, origins, and behaviors of their visitors.

Key features of Datafy:

- Origin Markets: By state, DMA, MSA, County, City, Zip Code
- Trip types by length of stay
- Types of Visitors: Local vs. Visitor, In-state vs. Out of State
- Household demographics
- Points of interest visited
- One-time vs Repeat Visitors: By any date range and by Point of Interest
- Geolocation: Historical data back to Feb 2018
- Feeder Markets: Top 20
- Spending Data: Mastercard spending data by geographic origin and by merchant category
- Event Insights
- Ability to incorporate data from other platforms such as Visavue & AirDNA

Understanding our visitors and visitor behavior helps San Juan County Visitor Services and the SJC Tourism Tax Advisory Board make better strategic marketing decisions to make the best possible use of our marketing budget, and ensure that we are marketing to the areas & demographics within those areas that will have the greatest impact on increasing TRT collections in San Juan County.

### HISTORY/PAST ACTION

None

### FISCAL IMPACT

The total cost for a one-year contract is \$15,500 with an annual renewal option.

	<p><b>DATAFY ORDER FORM</b>                      5974 S Fashion Point Dr. STE 200                      South Ogden, UT 84403                      801-252-6588                      01/16/2025</p>
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<p><b>Client Information:</b>                  San Juan County Visitor Services                  117 South Main,                  Monticello, UT 84535</p>	<p><b>Contact:</b>                  Allison Yamamoto-Sparks                  Visitor Services Manager                  ayamamoto@sanjuancountyut.gov                  (435) 587-3235 Ext 4137</p>
<p><b>Services:</b>  <u>Datafy Analytics</u>, which includes: Analysis of data observed within Clusters &amp; Points of Interest (POI) along with strategic planning services and customizations described in attached Exhibit A, hereto the "Services".  <u>Datafy Advertising</u>, along with additional services and customizations described in attached Exhibit A, hereto the "Services".</p>	
<p><b>Initial Analytics Period:</b> February 1, 2025</p>	<p><b>Analytics Service Term:</b> February 1, 2025 – January 31, 2026</p>

**Analytics Package Service Fees:**

Service Item	Term	Details	Total
Datafy Essential Analytics	1 Year	Customized dashboard charts, graphs, maps or tables. Data Sources: Geolocation from mobile devices with unlimited POIs, airport dashboard, events dashboard, automated templates, basic spending dashboard.	\$13,500
One-Time Set Up Fee		\$2,000 one-time set up fee including 5+ years of historical data	\$2,000
Annual Historical Data Storage Fee		\$2,500 annual fee for storage of historical data <i>Waived for First Year</i>	\$0
<b>Package Total</b>			<b>\$15,500</b>

**Analytics Package Payment Terms:** Full payment is due net 30 days from contract start date. A 1.5% late fee will be applied to all past due payments.

**SERVICES AGREEMENT TERMS**

This Services Agreement ("Agreement") is entered into between Datafy, LLC ("Company"), and the Client listed above ("Client") effective on the contract signature date listed below. This Agreement includes and incorporates the above Order Forms, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations, and use limitations.

By signing below, I hereby represent and warrant that I am duly authorized to execute this binding contract on behalf of the Company or the Client.

**Datafy LLC (Company):**

**San Juan County Visitor Services (Client):**

By (Signature):

By (Signature):



Name: Candie Perkins

Name:

Title: CEO

Title:

Date: 1/16/2025

Date:

## TERMS AND CONDITIONS

### 1. SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Client the Services outlined in the Order Form and customization described in Exhibit A.

1.2 Subject to the terms hereof, Company will provide Client with reasonable product and technical support services in accordance with the terms set forth in Exhibit B.

### 2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Client will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source data, underlying structure, ideas, know-how or algorithms relevant to the Services, documentation or data related to the Service; modify, translate, or create derivative works based on the Services (except to the extent expressly permitted by Company or authorized within the Services); use the Services for the benefit of a third party; or remove any branding, proprietary notices or labels.

2.2 Client represents, covenants, and warrants that Client will use the Services only in compliance with this agreement and all applicable laws and regulations. Client hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Client's use of Services. Although Company has no obligation to monitor Client's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.3 Company will deliver the Services electronically and Client shall be responsible for obtaining and maintaining any equipment and ancillary services needed to access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Client shall also be responsible for maintaining the security of the Equipment, Client account, passwords (including but not limited to administrative passwords) and files, and for all uses of Client account or the Equipment with or without Client's knowledge or consent. If the Client requests physical copies of the Services, Client will be responsible to pay for the costs of printing, postage, and additional labor.

### 3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding prices, promotions, features, functionality and performance of the Services. Proprietary Information of Client includes non-public data that has been created by the Client, an official representative of the Client, or a third-party at the direction of the Client and is provided by Client to Company to enable the provision of the Services ("Digital Media Placement/Client Data"). Client warrants that they have received permission from respective third-party data provider(s) to distribute Client Data to Company for the purpose of performance of the Services. Any restrictions of Client Data usage that will impact or limit the provision of Services must be disclosed in writing to the Company. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party and the Receiving Party agree that the foregoing shall apply with respect to the Proprietary Information and the Client Data for a period of two (2) years following the disclosure thereof, and shall not apply to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law.

3.2 Client shall own all right, title and interest in and to the Client Data. Company retains an unrestricted, irrevocable, perpetual, non-exclusive, fully-paid and royalty-free, license to use the Client Data in order to provide the Services and to improve Company's Services, including the right to develop aggregated Client Data or any information derived from or obtained by using Client Data. All Client Data is subject to the terms of the applicable user agreement and any terms that may limit the scope of this agreement must be disclosed in writing by the Client. Client expressly gives Company the right to disclose publicly and to other parties Client status as a Client of Company and to reasonably cooperate with Company to serve as a reference account upon request.

3.3 Company shall own and retain all right, title and interest in and to (a) the Services, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Services or support, (c) the Aggregate Data (defined below), and (d) all intellectual property rights related to any of the foregoing.

3.4 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Client Data, data or information regarding Client's activities on Company's website or in connection with the Services, including frequency of visits to the website, data entered when using the website, vital statistics and trends, general information regarding Client's use of the Services, correlations identified or categorical information regarding the kinds of Client Data provided, and data derived therefrom ("Aggregate Data")), and Company will be free (during and after the term Client will pay in full for the Services up to and including the last day on which the Services are provided. hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose Aggregate Data in connection with its business. No rights or licenses are granted except as expressly set forth herein.

#### 4. PAYMENT OF FEES

4.1 Client will pay Company the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the "Fees"). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Client (which may be sent by email). If Client believes that Company has billed Client incorrectly, Client must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's Client support department. Datafy reserves the right to increase fees for existing products and services upon renewal. Any expanded or newly added products or services are not initially subject to an increased fee.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

#### 5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, these Agreements are for the Campaign Dates/Initial Service Term as specified in the Order Forms, and thereafter shall continue month to month. After the Initial Service Term, either party may terminate this Agreement for convenience and without penalty by providing the other party thirty (30) days written notice. Client will pay in full for the Services and media costs up to and including the last day on which the Services are provided.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Client will pay in full for the Services and media costs up to and including the last day on which the Services are provided. Upon any termination, Company may, but is not obligated to, delete stored Client Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

#### 6. WARRANTY AND DISCLAIMER

6.1 Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily delayed either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any service disruption. In cases where Datafy does not have access to monitor all aspects of performance metrics, Client assumes responsibility to inform Datafy of any reporting discrepancies in a timely manner. Client is responsible for any billing or charges that are a result of the reporting discrepancy.

6.2 **HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT**

MAY BE OBTAINED FROM USE OF THE SERVICES OR WITH RESPECT TO ANY MARKETING OR INVESTMENT DECISION MADE WHILE USING THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6.3 Company shall use reasonable efforts to maintain availability of data sources required for the provision of Services. COMPANY DOES NOT WARRANT THAT THE DATA AND/OR TECHNOLOGY UTILIZED IN THE PERFORMANCE OF SERVICES WILL BE AVAILABLE IN PERPETUITY, AND THE DATA MAY, DUE TO CIRCUMSTANCES BEYOND THE COMPANY'S CONTROL, BECOME UNAVAILABLE. Under such circumstances, Company may, at its option and expense (a) replace or modify the Services to utilize available data sources, provided that such modification or replacement contains substantially similar features and functionality, (b) seek to renegotiate mutually agreeable terms of the Services with Client including consideration of alternative data sources and costs that may be associated with obtaining access to those sources.

## 7. INDEMNITY

Company shall hold Client harmless from liability to third parties resulting from infringement by the Services of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Services (i) not supplied by Company, (ii) made in whole or in part in accordance with Client specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Client continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Client's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that

such modification or replacement contains substantially similar features and functionality, (b) obtain for Client a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Client's rights hereunder and provide Client a refund of any prepaid, unused fees for the Service.

Client shall hold Company harmless from liability to third parties resulting from (i) infringement by any Client Data, including any third-party data subscribed to by Client and provided to Company for the provision of the Services, of any United States patent or any copyright or misappropriation of any trade secret, (ii) any nonfulfillment or breach of any covenant, agreement or other provision of this Agreement by the Client, (iii) any marketing or investment decision made while using the Services, or (iv) any losses which Company may suffer, sustain or become subject to as a result of any claims or threatened claims against Company arising out of the actions or inactions of Client with respect to the Client's business or the terms of this Agreement.

## 8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL DATA, EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA, OUTSIDE COMPANY'S REASONABLE CONTROL, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; (D) FOR ANY MARKETING OR INVESTMENT DECISIONS MADE BY Client WHILE USING THE SERVICES; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY Client TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or

eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Client except with Company's prior written consent, which shall not be unreasonably withheld. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this

Agreement and Client does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Utah without regard to its conflict of laws provisions.

## **EXHIBIT A**

## Setup, Customization and Training

### **Datafy Analytics**

**Datafy Analytics Client Setup** – Company will perform all steps necessary to setup Client’s account based on input from Client. As part of this setup Company will add individuals or parties as directed by Client to the distribution list to receive updates.

**Datafy Analytics Client Configuration and Customization** – Data for the Points of Interest (POI’s) as identified below:

- Analysis of the Unlimited Geolocation Points of Interest to be determined by Client and Company
- Basic credit card spending data
- Airport data
- Advanced spending dashboard *(if included in Service Fees outline)*
- International data *(if included in Service Fees outline)*
- Customized reports *(if included in Service Fees outline)*
- Advertising Services and Strategic Planning *(if contracted – supplemental agreement required)*

Geolocation (cell phone GPS) data for visitors with charts, maps, graphs and other visualizations as described below for Unlimited Points of Interest. Client will receive access to a web-based customized dashboard with live data reports and event dashboards with the ability to manipulate time periods for the type of data including but not limited to:

- Estimated visitors by POI
- Year-over-year comparisons
- Demographic profile of visitors
- % of market (at City, County or zip code level)
- Increase/decrease of visitors
- Spending dashboards
- Advertising analytics charts including spend *(if engaging with advertising services)*
- Return on Investment (requires marketing spend to be implemented)

Company will configure and customize the Services for the Client based on input from Client. One dashboard will be created with logins specified by Client. Company will advise the Client on the availability of requested locations of interest and the Client acknowledges that some potential locations of interest will be unavailable due to lack of sufficient data or privacy restrictions.

#### **Add-On and One-Time Fees**

- Set Up Fee including Historical Data back to February 2018: \$2,000 one-time cost
- Annual Historical Data Storage Fee: billed annually upon renewal date
- Ad Spend will be billed separately, as used and based on CPM and scope of work rates reviewed prior to advertising run.

**Service Onboard Training (via live webinar and or recorded, telephone or in person)** – Company will provide a Services training session that will be scheduled at Client’s convenience to coincide with the delivery of the first Premium Insights Dashboard. The purpose of this training is to ensure that the Client understands the structure of the Services and the scope and breadth of the insights provided in the Services. It is recommended that any Client representatives who will be using the Services on a regular basis participate in the training session.

### EXHIBIT B

#### Support Terms



Company will provide product assistance and technical support (e.g. explanation of data and visualization, corrections) to Client via both telephone and electronic mail on weekdays during the hours of 9:00 am through 6:00 pm Mountain Time, with the exclusion of Federal and State (Utah) Holidays ("**Support Hours**"). Client may contact the Company for product assistance or support by dialing 801-823-0083 or by emailing support@datafy.com.

Whereas Client has requested product customization, support will also include up to two rounds of revisions of the format and structure of the customized analysis and report. Additional modifications and customization requests will be billed separately at an hourly rate.

	Datafy Essential	Datafy Advanced Analytics
<b>Package</b>	1	1
<b>Annual Visitor + Resident Population:</b>	<30K	<30K
<b>Base Package Pricing</b>	\$15,500	\$20,500
<b>All Packages Include</b>	UNLIMITED LOGINS INCLUDED	UNLIMITED LOGINS INCLUDED
Set-up, Warehousing and Maintenance	✓	✓
Geolocation, Event, & Spending Data Sets	Datafy Geolocation, Household Demographics, 'Basic' Mastercard Spending Data & Airport Data Sets as well as a Custom Report Builder tool which can be used to report event insights.	Datafy's Geolocation, 'Household Demographics, 'Basic' Mastercard Spending & 'Advanced' AMEX/Visa/Mastercard/Discover Spending Data & Airport Sets. Custom reporting tool can be used to report event insights.
<b>Product Innovation</b>	Provided some detail on what Datafy offer where relevant.	Provided some detail on what Datafy offer where relevant.
Benchmarks	N/A	N/A
Indices	N/A	N/A
Insights Modules, Visitor Snapshot, Strategic Planning, Profile Builder, Impact Report, Event Report	Examples of Insights Include: Type of Visitors: Local vs visitor, in-state vs out-of-state Values by Estimated Visitor Volumes or Percent Share Points of Interest Visited: Including airports, trade areas, hotels, and attractions Origin Markets: By State, DMA, MSA, County, City, Zip Code Trip Types by Day: 1 day, 2 days, 3 days, 4 days, 5 days, 6+ days One Time vs Repeat Visitors: By any date range and by POI Impact and results of your events	Examples of Insights Include: Type of Visitors: Local vs visitor, in-state vs out-of-state Values by Estimated Visitor Volumes or Percent Share Points of Interest Visited: Including airports, trade areas, hotels, and attractions Origin Markets: By State, DMA, MSA, County, City, Zip Code Trip Types by Day: 1 day, 2 days, 3 days, 4 days, 5 days, 6+ days One Time vs Repeat Visitors: By any date range and by POI Impact and results of your events
Sample Size / Trend Assessment	N/A	N/A
Analytic Designer Function	Datafy has a custom Report Builder tool where you can customize and save reports	Datafy has a custom Report Builder tool where you can customize and save reports
Website Contribution	Datafy includes Website Attribution for all subscribers in the subscription price.	Datafy includes Website Attribution for all subscribers in the subscription price.
<b>Destination Performance</b>		
Lodging Data (Hotel and Short-Term Vacation Rental)	We will ingest your STR, AirDNA and Visa Vue at no additional cost.	We will ingest your STR, AirDNA and Visa Vue at no additional cost
Tax		We can ingest owned or public data available in csv e.g. tax data through our Bring Your Own Data Tool
<b>Normalized Geolocation Data</b>	Datafy sources geolocation data over from 150 million active users a month using high-quality data partners from more than 1,000 apps within its dataset, including a wide mix of utility apps (like a weather app), productivity apps (like Slack), mapping apps (like Google Maps), social apps (like SnapChat), and entertainment apps (like Hulu).  Due to the complexity of big data, there may be times when the data is delayed but typically data will be uploaded with the following lag schedule: Preliminary Data (geolocation): 3-week lag, Complete Data (geolocation): 6-week lag, Spending Data: 2-month lag, Airport Data: quarterly lag	Datafy sources geolocation data over from 150 million active users a month using high-quality data partners from more than 1,000 apps within its dataset, including a wide mix of utility apps (like a weather app), productivity apps (like Slack), mapping apps (like Google Maps), social apps (like SnapChat), and entertainment apps (like Hulu).  Due to the complexity of big data, there may be times when the data is delayed but typically data will be uploaded with the following lag schedule: Preliminary Data (geolocation): 3-week lag, Complete Data (geolocation): 6-week lag, Spending Data: 2-month lag, International Data: 1-month lag, Airport Data: quarterly lag
Granularity: Daily View	Daily	Daily
High-definition visibility into origin market, visitor and resident flow to essential destination places/points of interest	✓	✓
Length of Stay Segmentation: Day Trip & Overnight Stay	Trip Length detail: 1 day, 2, day, 3 day, 4 day, 5 day and 6+ day	Trip Length detail: 1 day, 2, day, 3 day, 4 day, 5 day and 6+ day
Historical Data: January 1, 2021 through present	Historical Geolocation Data back to February 2018	Historical Geolocation Data back to February 2018
Feeder Markets	Top 20 - available by State, DMA, MSA. County, City & Zip Code	Top 20 - available by State, DMA, MSA. County, City & Zip Code
Regions	✓	✓
Political Districts	✓	✓
Out of Boundary POIs (Outside of funding boundary)	As needed, no more than 5	As needed, no more than 5

Places of Impact (POIs) - Primary POIs: Visitation Drivers (Attractions) - Contextual POIs: Visitation Suppliers (Gas Stations, Fast Food, Etc.)	Unlimited POIs	Unlimited POIs
<b>Visitor Value</b>	Basic Spending Data SOURCE: Retail Spend Data from Mastercard, representing 34% of all domestic credit and debit card holders. Historical data back to February 2018. View spend data by percentage share. View spend data by geographic breakout (State, DMA, MSA, County, City and Zip Code) and by merchant category (major retail categories as provided by Mastercard).	Advanced Spending Data SOURCES: Retail Spend Data from a cross-section of over 70 M credit and debit cards, including Mastercard, Visa, Discover, and American Express. Historical data back to early 2021. Average spend per visitor per trip estimates and total spending volume estimates based on daily date ranges. Ability to view spending data by geographic breakout (State, DMA, MSA, County, City and Zip Code) and by merchant category (major retail categories). Ability to apply custom filters to this data such as excluding residents to your county or specific zip codes. Ability to hone in on top spending visitor markets down to the zip code level for each spending category. See correlation between spending categories and peak spending days. Ability to see changes in per market spending over time.
Visitor Spend: January 1, 2021 through Present	Historical Basic Spending Data back to February 2018. Daily View.  We will ingest your Visa Vue at no additional cost.	Historical Basic Spending Data back to February 2018. Historical Advanced Spending Data back to March 2021. Daily View.  We will ingest your Visa Vue at no additional cost.
<b>Events Performance</b>		
Events View: January 1, 2021 through 12 months in the Future CRM - Group Sales: Simpleview or iDSS	Your dedicated Customer Experience Manager will work with you to leverage your Datafy data sets + any owned data e.g. ticket sales to run event analysis based upon best practices for the event size and profile  N/A	Your dedicated Customer Experience Manager will work with you to leverage your Datafy data sets + any owned data e.g. ticket sales to run event analysis based upon best practices for the event size and profile  N/A
<b>Strategy, Support &amp; Community</b>		
U.S. Based Customer Success Manager	✓	✓
Monthly Strategy Sessions	✓	✓
Education	Webinars, Training available in dashboard, robust resource center	Webinars, Training available in dashboard, robust resource center
Remote Training	✓	✓
Annual In-person Training		
Dynamic Visualizations & Strategy POV	We can run custom analysis as needed	We can run custom analysis as needed
<b>Marketing Performance</b> (Data provided by Destination: Google Analytics, Google Campaign Manager)		
Website + Content Performance (GA4)	✓	✓

	Z-Light	Base
<b>Package</b>	<b>1</b>	<b>1</b>
<b>Annual Visitor + Resident Population:</b>	<b>Any</b>	<b>&lt;2M</b>
<b>Base Package Pricing</b>	<b>\$15,000</b>	<b>\$25,000</b>
<b>All Packages Include</b>		
Set-up, Warehousing, and Maintenance	✓	✓
Geolocation, Event, & Spending Data Sets	No event data	✓
<b>ZDOS Product Innovation</b>		
Zartico Benchmarks		✓
Zartico Indices		✓
Zartico Insight Modules: Visitor Snapshot, Strategic Planning, Profile Builder, Impact Report, Event Report		✓
Sample Size / Trend Assessment	✓	✓
Analytic Designer Function		
Website Contribution		\$15,000
<b>Destination Performance</b>		
Zartico Lodging Data (Hotel and Short-Term Vacation Rental)	See separate pricing for details	See separate pricing for details
Tax		\$2,500
<b>Normalized Geolocation Data</b>		
<i>Geolocation Data Provided through Zartico with 24 Hour Refresh</i>		
Granularity: Daily View	Monthly View	✓
High-definition visibility into origin market, visitor and resident flow to essential destination places/points of interest		✓
Length of Stay Segmentation: Day Trip & Overnight Stay	✓	✓
Historical Data: January 1, 2021 through present	Current & Previous Year	✓
Feeder Markets	Top 5	✓
Regions		✓
Political Districts		
Out of Boundary POIs (Outside of funding boundary)		1
Places of Impact (POIs)		
- Primary POIs: Visitation Drivers (Attractions)		
- Contextual POIs: Visitation Suppliers (Gas Stations, Fast Food, Etc.)		
- Access to the Zartico Place-Based Strategy (within funding boundary)	No POI View	✓
<b>Visitor Value (Normalized Credit + Debit Card Data provided through Zartico)</b>		
Visitor Spend: January 1, 2021 through Present	Monthly View	✓
<b>Events Performance (Event data provided through Zartico)</b>		
Events View: January 1, 2021 through 12 months in the Future		✓
CRM - Group Sales: Simpleview or iDSS		
<b>Strategy, Support &amp; Community</b>		
U.S. Based Customer Success Manager	✓	✓
Monthly Strategy Sessions	Quarterly	✓
Community-Based Education offerings		
Access to online user community, user meetups, invitation to Zarticon annual user webinars with trends and case studies	✓	✓
Remote Training	✓	✓
Annual In-person Training		
Dynamic Visualizations & Strategy POV ( Each additional is \$5000)	N/A	1
<b>Marketing Performance</b>		
<i>(Data provided by Destination: Google Analytics, Google Campaign Manager)</i>		
Website + Content Performance (GA4)	✓	✓

## 1. Services.

The services provided under this Order Form (the “**Services**”) include:

- Access, via Placer Venue Analytics Platform (“**Placer’s Platform**”), to **all** major venues within the United States. **Unlimited** searches, queries, reports.
- Access is provided to **everyone** within your organization. Anyone you hire throughout the process will also have their own username/login.
- Access, via Placer’s Platform, to reports, including Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
  - Actionable insights include:
    - Accurate foot traffic counts and dwell time
    - True Trade Areas displaying frequent-visitors-density by home and work locations
    - Customers’ demographics, interests, and time spent at relevant locations
    - Where customers are coming from and going to, and the routes they take
    - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
    - Competitive insights
    - Void Analysis Reports
- Access to Xtra reports per ad hoc needs; in Excel, KML, Tableau, and other formats.
- **Premier Customer Support**
  - Regular meetings with the Placer Expert Team
  - Live, Virtual Training support as reasonably needed
- Access to STI Demographics Bundle + Mosaic Data Set. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below:

Description	Input Datasets Used
<b>STI Demographics Bundle</b>	PopStats
	Spending Patterns
	Workplace
	Market Outlook
<b>Experian Mosaic</b>	Mosaic Segmentation

Annual Subscription Pricing: **\$19,000/year**

**2 Year Deal:** \$16,500 year 1, \$19,000 year 2

**3 Year Deal:** \$15,000 year 1, \$16,500 year 2, \$19,000 year 3