



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
November 19, 2024 at 11:00 AM

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

PUBLIC HEARING

1. First Community Development Block Grant (CDBG) Public Hearing. Mack McDonald, Chief Administrative Officer

ADJOURNMENT

CALL TO ORDER

ROLL CALL

CONFLICT OF INTEREST DISCLOSURE

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 \$5,359.29 in Small Purchases: \$1,236 for Community Outreach Tobacco Prevention for the San Juan Public Health, \$2,609.77 for Dash Cluster Inter and \$1,513.52 for Volt Lithium Jump Start for the San Juan County Road Department

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

3. Dwelling on the Future Housing Assessment Finding, Presented by Mick Thorton, ERC Fellow and Brian Points, Points Consulting on behalf of Economic Development Department
4. Presentation on County Roads and New Signage Safety Measures to Protect the Health and Safety of Travelers Within the County. TJ Adair, Roads Superintendent.

BUSINESS/ACTION

5. Consideration and Approval of the Interlocal Agreement between San Juan County and Utah Navajo Health System for Diabetes and Hypertension Prevention and Management, presented by Rebecca Benally, Health Promotion Director
6. Consideration and Approval of the San Juan Estates, Phase 5, Amendment 3 Subdivision. Kristen Bushnell, Planning Administrator
7. Consideration and Approval of the Library Criminal Background Check Policy. Nicole Perkins, Library Director
8. Consideration and Approval of an Agreement with the State of Utah Department of Transportation Division of Aeronautics for the U96 Cal Black Solar System Upgrade Improvements. Mack McDonald, Chief Administrative Officer
9. Consideration and Approval of an Agreement with the State of Utah Department of Transportation Division of Aeronautics for the AIP-023 U96 Cal Black Rehabilitate Taxiway A (2024 Design, 2025 Construction) Project. Mack McDonald, Chief Administrative Officer
10. Consideration and Approval of an Employee Contract with Craig Halls as a County Deputy Attorney. Mitchell Maughan, County Attorney

BOARD OF EQUALIZATION

11. Consideration and Approval for Board of Equalization Hearing Officer Recommendations. Lyman Duncan, County Clerk/Auditor, Rick Meyer and Randy Rarick Assessor

BOARD OF COUNTY CANVASSERS

12. Consideration and Approval for 2024 General Election Canvas Results

COMMISSION REPORTS

EXECUTIVE SESSION

13. Make a Motion to Enter Into A Closed Executive Session to Discuss The Character, Professional Competence, or Physical or Mental Health of an Individual As Permitted Under UCA 52-4-205.

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**



COMMISSION STAFF REPORT

MEETING DATE: November 19, 2024

ITEM TITLE, PRESENTER: First Community Development Block Grant (CDBG) Public Hearing.
Mack McDonald, Chief Administrative Officer

RECOMMENDATION:

SUMMARY

The purpose of this public hearing is to provide citizens with pertinent information about the Community Development Block Grant program and to allow for discussion of possible applications. This public hearing will cover eligible activities, program requirements, and expected funding allocations in the region. The CDBG program can fund a broad range of activities, including, but not limited to: construction of public works and facilities, e.g., water and sewer lines, fire stations, acquisition of real property, and provisions of public services such as food banks or homeless shelters. In the event that San Juan County chooses to apply for CDBG funding, a second public hearing will be held at a later time to discuss the project. Further information can be obtained by contacting Mack McDonald, San Juan County Administrator at (435) 587-3225.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this hearing should notify San Juan County, Mack McDonald at 117 South Main Street, Monticello, Utah at least three days prior to the hearing. Individuals with speech and/or hearing impairments may call the Relay Utah by dialing 711. To establish Navajo Relay Services in advance of the meeting call: 1 (435) 587-3225.

CHAPTER 2. FUNDING PROCESSES

A. State Process

The amount of CDBG funds available for Utah each year varies based upon the federal legislative appropriation passed by congress. That amount is formally announced by the U.S. Department of Housing & Urban Development (HUD) annually in May or June. For the 2024 program year, the following formula was used: \$100,000 plus three percent of the total appropriation was subtracted from the allocation for state administration costs. The remaining funds were then allocated to the Four Associations of Governments (AOGs), R6 Regional Council, Southeastern Regional Development Agency, and Wasatch Front Regional Council (WFRC) based upon the Method of Distribution (MOD) approved by the CDBG Policy Committee during their September 22, 2021 meeting, which is reviewed annually and subsequently reapproved September 19, 2024.



This MOD is in effective for 2024, 2025 and 2026 program years. Each region received a \$400,000 base amount with the balance being allocated on the following criteria:

- % of State LMI population (40%)
- average poverty rate (35%)
- pre-1980 housing (15%)
- number of pre-approved LMI communities (10%).

1. 2024 Method of Distribution

In 2024, the Utah CDBG program received a total of \$ 5,501,208 of which \$ 265,036.24 was deducted for State CDBG administration. The balance of \$ 5,236,717.76 was then made available for distribution to the non-entitlement areas of the state.

After adding unexpended funds from prior year grants, which was \$ 1,116,601.72; the total amount of funding available for projects was \$ 6,352,773.48. The allocation was divided among each of the seven AOG regions per the approved MOD. This allocation formula includes a \$400,000 base amount for each region.

Association of Governments Region	Allocation
Bear River AOG	\$ 830,828
Five County AOG	\$ 1,040,244
Mountainland AOG	\$ 673,652
R6 Regional Council	\$ 964,646
Southeastern Regional Development Agency	\$ 933,659
Uintah Basin AOG	\$ 761,605
Wasatch Front Regional Council	\$ 1,148,140
Total available for 2024 projects:	\$ <u>6,352,773</u>

2. 2025 Method of Distribution

At the time of the CDBG “How to Apply” workshops in Oct/Nov each year, the next federal budget is unknown. The amount of CDBG funding that HUD will allocate to the State of Utah for the

Community Development Block grant program will be announced in May or June 2025. The information below will be updated and provided as soon as it becomes available.

Based on a \$5,500,000 projected allocation, the regional amounts are listed below. This is only an estimate and the actual amount available will vary based on:

- the federal budget
- the amount of unspent funds from previous grants available to re-allocate
- If a new MOD is approved by the CDBG Policy Committee.

CDBG Estimated Allocations - 2025 Program Year

Association of Governments Region	*Allocation
Bear River Association of Governments	776,520
Wasatch Front Regional Council	978,712
Mountainland Association of Governments	599,749
Uintah Basin Association of Governments	611,749
Six County Association of Governments	847,717
Five County Association of Governments	907,269
Southeastern Utah Association of Local Governments	778,284
* Estimate Only	\$ 5,500,000

B. Application Review Process

1. Role of the Rating and Ranking Committee

Portions of the CDBG application review process have been delegated to the six regional AOGs and Wasatch Front Regional Council (WFRC). Each region has established a Rating and Ranking Committee (RRC). The organization of each RRC varies. In some cases, special subcommittees are formed to conduct part of the application review, while in others the association’s executive committee or board serves as the review body.

The role of the RRC is to review and determine the ranking of CDBG applications in each region. Following this process, individual awards are determined and funded based on a region’s total allocation. This regional body has the responsibility to determine threshold eligibility and consistency with the consolidated plan as well as national objective compliance and alignment of proposed projects with regional priorities. State CDBG staff assist in this process.

All applicants submit an electronic application online through HCD’s WebGrants system. All applications that include an original survey must be reviewed by the state prior to rating and ranking by the AOG, Regional Development Agency or Regional Councils. In February, state CDBG staff meets with each regional representative to review applications for compliance with CDBG program regulations. Following this review and certification of the national objective, consolidated plan compliance and project eligibility, the RRC may then apply their regional rating and ranking scoring. State staff then review the applications for scoring accuracy and compliance with all federal and

- ✓ Americans with Disabilities Act (ADA) of 1990
- ✓ Fair Housing Act Executive Order 11063, as amended by Executive Order 12259, 12892
- ✓ Equal Employment Opportunities under HUD Assisted Contracts Executive Order 11246
- ✓ Section 504 of the Rehabilitation Act of 1973
- ✓ Section 3 of the Housing and Urban Development Act of 1968
- ✓ Section 109 of the Housing and Community Development Act of 1974
- ✓ Age Discrimination Act of 1975
- ✓ Architectural Barriers Act of 1968
- ✓ Title II of the Americans with Disabilities Act of 1990
- ✓ The Hatch Act (5 USC 1501 et seq; 5 CFR Part 151)
- ✓ The National Environmental Policy Act of 1969; Executive Orders 12898, 13166
- ✓ HUD Environmental Review Procedures – 24 CFR Part 58
- ✓ Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- ✓ Title IV of the Lead-Based Paint Poisoning Prevention Act
- ✓ HUD Reform Act
- ✓ 2 CFR Part 200
- ✓ Section 104(d) of the Housing and Urban Development Act of 1974
- ✓ Residential Lead Based Paint Hazard Reduction Act of 1992 and Final Rule, September 1999
- ✓ Build America, Buy America enacted as part of the Infrastructure Investment and Jobs Act of 2021

D. Eligible Activities

Each applicant must select an ELIGIBLE activity from the following HUD Matrix Codes. Applicants should contact the AOG staff to help select the proper Matrix Code.

Matrix Code	Eligible CDBG Activity Descriptions
01	Acquisition of Real Property
11	Privately Owned Utilities (Broadband)
	Construction Activities
03A	Construction - Senior Centers
03B	Construction – Facility for Persons with Disabilities
03C	Construction - Homeless Facilities (not operating costs)
03D	Construction - Youth Centers
03E	Construction - Neighborhood Facilities (community centers)
03F	Construction - Parks, Recreational Facilities
03G	Construction - Parking Facilities
03H	Construction - Solid Waste Disposal Improvements
03I	Construction - Flood Drain Improvements
03J	Construction - Water/Sewer Improvements
03K	Construction - Street Improvements
03L	Construction – Sidewalks
03M	Construction - Child Care Centers
03N	Construction - Tree Planting
03O	Construction - Fire Stations/Equipment
03P	Construction - Health Facilities
03Q	Abused/Neglected Children Facilities
03R	Asbestos Removal

03S	Construction - Facilities for AIDS Patients (no operating costs)
03T	Homeless/Aids Patients Programs (subject to 15% public service cap)
03Z	Other Public Improvements Not Listed in 03A-03S
03Z	Americans With Disabilities Act (ADA Improvements)
04	Clearance and Demolition
04A	Cleanup of Contaminated Sites
	Public Service Activities (Non Construction)
05A	Public Service – Seniors Services
05B	Public Service – Services for Persons with Disabilities
05D	Public Service – Youth Services
05E	Public Service – Transportation Services
05G	Public Service – Services for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking
05J	Public Service – Fair Housing Activities (Subject to 15 % Cap)
05M	Public Service – Health Services
05N	Public Service – Services for Abused and Neglected Children
05P	Public Service – Screening for Lead Based Paint /Lead Hazards
05Q	Public Service – Subsistence Payments (Prevent Homelessness)
05Z	Public Service – Other Public Services Not in 03T and 05A-05Y
	Housing Activities – <i>Carried out by AOGs and Housing Authorities ONLY.</i>
13A	Housing Counseling under 24 CFR 5.100, for homeownership see 13B
13B	Homeownership Assistance-excluding Housing Counseling under 24CFR 5.100
14A	Rehabilitation - Single-Unit Residential (Single Family Housing)
14B	Rehabilitation - Multi -Unit Residential (Multi-Family Housing)
14C	Public Housing Modernization
14D	Rehabilitation - Other than Publicly Owned Residential Buildings
14E	Rehabilitation - Public/Private Owned Commercial or Industrial Buildings
14F	Rehabilitation - Energy Efficiency Improvements – (Housing)
14G	Rehabilitation - Acquisition for the purpose of Rehabilitation (Housing)
14H	Rehab Administration Costs
14I	Lead-Based Paint Hazard Testing and Abatement
16A	Residential Historic Preservation
16B	Non- Residential Historic Preservation
	Economic Development (ED) Activities – <i>Please note that the 7 Associations of Government (AOG) are the only eligible entities to carry out these activities.</i>
17A	ED -Acquisition by Recipient – Land Acquisition/Disposition
17B	Commercial/Industrial – Infrastructure Development
17C	Commercial/Industrial – Building Acquisition, Construction, Rehab
17D	Commercial/Industrial – Other Improvements
18A	ED – Direct Financial Assistance to For-Profits
18B	ED – Technical Assistance
18C	ED – Micro-Enterprise Assistance
19C	CDBG – Non-Profit Organization Capacity Building
19E	CDBG Operation & Repair of Foreclosed Property
	Administration and Planning Activities (AOG)

20A	Regional/Community Planning (LMI communities ONLY)
20	CDBG Planning
21A	General Program Administration
21C	Public Information
21D	Fair Housing Activities (Subject to 20% Admin Cap)

NOTE: Maintenance and repairs of publicly-owned streets, parks and other facilities are ineligible activities. Sometimes there is a gray area between what is considered maintenance or repairs versus construction or rehabilitation. The regulations specifically state certain items are ineligible in 570.207(b)(2)(i), for example, pothole repairs. Generally, improvements with a useful life of less than five to eight years are considered repairs and not new construction. For example, road sealing is considered maintenance while a new asphalt overlay is considered construction.

Continued Use Requirement / Change of Use Requirement / Period of Affordability

The standards described in this section apply to real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five years after the closeout of the grant from which the assistance to the property was provided. 24 CFR 570.505

- (a) A recipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the recipient provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either:
 - (1) The new use of such property qualifies as meeting one of the national objectives in § 570.208 (formerly § 570.901) and is not a building for the general conduct of government; or
 - (2) The requirements in paragraph (b) of this section are met.
- (b) If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (a)(1) of this section, it may retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.
- (c) If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in § 570.504(b)(4) or (5), as applicable, shall apply to the use of funds reimbursed.
- (d) Following the reimbursement of the CDBG program in accordance with paragraph (b) of this section, the property no longer will be subject to any CDBG requirements.

The Grantee shall certify that the jurisdiction will comply with all requirements of 24 CFR Part 570, specifically Sections 488; 489 J, requiring all assisted housing units maintain affordability standards until 5 years following the date of closeout of this contract with the State.

2024 Alphabetical CDBG Grantee Listing
(O=Owner, J=Julie, N=Nicole, T-Tamara)

Contract #	O	Grantee	Amount	Project
25-DWS-0148	J	Bear River Association of Governments	\$50,000.00	CDBG Administration / Consolidated Planning
25-DWS-0149	J	Bear River Association of Governments	\$488,828.00	CDBG 2023 Housing Rehab and Home Buyer Assistance
25-DWS-0150	J	Snowville	\$292,000.00	Deep Creek Bridge Replacement/Rehabilitation
25-DWS-0151	J	Tooele County	\$50,000.00	WFRC Administration/Consolidated Planning
25-DWS-0152	J	Washington Terrace	\$248,875.00	Rohmer Park Improvements
25-DWS-0153	J	Wendover	\$300,000.00	Pilot Peak Waterline Replacement
25-DWS-0154	J	Marriot-Slaterville	\$200,000.00	Sewer Installation
25-DWS-0155	J	Toole County	\$60,000.00	Switchpoint Vehicle Purchase
25-DWS-0156	T	R6 Regional Council	\$50,000.00	CDBG Administration/Consolidated Planning
25-DWS-0157	T	R6 Regional Council	\$50,000.00	CDBG Regional Planning
25-DWS-0158	T	R6 Regional Council	\$100,000.00	CDBG Single Family Rehab
25-DWS-0159	T	Hinkley	\$127,700.00	Water System Improvements
25-DWS-0160	T	Piute County	\$220,025.00	County Fairgrounds Improvements
25-DWS-0161	T	Joseph	\$77,450.00	Town Park Improvements
25-DWS-0162	T	Fountain Green	\$177,916.00	Town Park Improvements
25-DWS-0163	T	Loa	\$161,555.00	Community Center Acquisition
25-DWS-0164	T	Five County	\$50,000.00	CDBG Administration/Consolidated Planning
25-DWS-0165	T	Five County	\$50,000.00	CDBG Regional Planning
25-DWS-0166	T	Cedar City	\$150,000.00	Affordable Housing Purchase
25-DWS-0167	T	Brian Head	\$124,000.00	Fire Station Improvements
25-DWS-0168	N	SERDA	\$50,000.00	CDBG Administration/Consolidated Planning
25-DWS-0169	N	SERDA	\$174,000.00	CDBG Single Family Rehab
25-DWS-0170	N	SERDA	\$50,000.00	CDBG Regional Planning
25-DWS-0171	N	Moab	\$250,000.00	Swanny Park ADA Playground Improvements
25-DWS-0172	N	Castle Valley	\$220,000.00	Placer Creek North Water Crossing
25-DWS-0173	N	SERDA	\$189,659.00	Land Acquisition
25-DWS-0174	J	Uintah Basin Association of Governments	\$50,000.00	CDBG Administration/Consolidated Planning
25-DWS-0175	J	Uintah Basin Association of Governments	\$711,605.00	CDBG Single Family Rehab
25-DWS-0176	N	Mountainland	\$50,000.00	CDBG Administration / Consolidated Planning
25-DWS-0177	N	Mountainland	\$273,632.00	CDBG Single Family Rehabilitation
25-DWS-0178	N	Kamas	\$350,000.00	Sewer Improvements

PURCHASE ORDER

San Juan County
117 S. Main Street
Monticello, UT 84535
Ph: 435-587-3225



Purchase From

Vendor Name: SJR Media	Delivery Name:	P. O. NO#
Street Address: P.O. Box 879	Street Address:	Date:
City, State, Zip: Monticello, UT 84535	City, State, Zip:	Your Ref#
Phone: 435.587.2277	Phone:	Our Ref#
Attention To :	Attention To :	Credit Terms

Contract # 5061 - Tobacco Prevention.

Product ID	Description	Quantity	Unit Price	Amount
5061	For community outreach, Health Promotion inserted our quarterly newsletter in San Juan Record.			\$1,236.00
				\$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
Sub Total				\$1,236.00
Tax				
Freight				
Balance Due				\$1,236.00

Approval: <i>Rebecca Benz</i>
Department Head: <i>[Signature]</i>
County Admin: <i>Mack McEndow</i>

San Juan County should be tax exempt. Please make sure anything you submit has no t

San Juan County
 117 So Main Street
 Monticello, UT 84535
 Ph: 435-587-3225



Purchase From
 Jackson Group Peterbilt State Contracted
 309 Raptor Road
 Fruita, CO 81521

Deliver To
 San Juan County Road Dept.
 885 East Center Street,
 PO Box 188,
 Monticello, Utah 84535

Purchase Order
 P. O. No#
 Date 11/7/2024
 Your Ref#
 Our Ref#
 Credit Terms Cash

Attention To :

Attention To :

Product ID	Description	Quantity	Unit Price	Amount
5011270R92	Dash Cluster Inter	1	\$2,279.77	\$2,279.77
	Core Exchange	1	\$330.00	\$330.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Approved:

Department Head: *[Signature]*
 County Admin: *[Signature]*

Sub Total	\$2,609.77
Tax	Exempt
Freight	
Invoice Total	\$2,609.77
Amount Paid	
Balance Due	\$2,609.77

Terms and Conditions:



JACKSON GROUP PETERBILT - GRAND JUNCTION

309 Raptor Road · Fruita, Colorado 81521
Phone: (970) 858-3524
Fax: (970) 858-9746

Jackson Group
PO Box 2208
Decatur, AL 35609-2208
Phone: (800) 332-9140

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.
NO RETURNS ON ELECTRICAL OR SPECIAL ORDER PARTS.
NO RETURNS AFTER 30 DAYS. 10% RE-STOCK CHARGE ON ALL RETURNED PARTS.

DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

DATE ENTERED 05 NOV 24	YOUR ORDER NO.	DATE SHIPPED 05 NOV 24	INVOICE DATE	INVOICE NUMBER Q282909	16:33
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S O L D T O	ACCOUNT NO. 1825	S H I P T O	PAGE 1 OF 1
	IBS - San Juan County		
	IBS Cust#:818992		
	PO BOX 188		
	MONTICELLO, UT 84535		

SHIP VIA		SLSM.	B/L NO.	TERMS	F.O.B. POINT	
		3721			1767	
QTY	DESCRIPTION	LIST	NET	AMOUNT		
1	5011270R92 DASH CLUSTER INTER CORE EXCHANGE		2279.77	2,279.77		
	**** I N V O I C E Q U O T E - DO NOT		330.00	330.00		
			PAY ****			
NO RETURNS ON ELECTRICAL AND SPECIAL ORDER PARTS.				PARTS		2,609.77
PARTS OPEN SATURDAY				SUBLET		
8:00 AM TO 4:00 PM				FREIGHT		0.00
CUSTOMER'S SIGNATURE				SALES TAX		0.00
X				TOTAL		\$2,609.77



THANK YOU FOR YOUR BUSINESS

PLEASE REMIT TO:
Jackson Group
PO Box 2208
Decatur, AL 35609-2208
Phone: (800) 332-9140

San Juan County

117 So Main Street
 Monticello, UT 84535
 Ph: 435-587-3225



Purchase From

Jackson Group Peterbilt State Contracted
 309 Raptor Road
 Fruita, CO 81521

Deliver To

San Juan County Road Dept.
 885 East Center Street,
 PO Box 188,
 Monticello. Utah 84535

Purchase Order


P. O. No#
 Date 11/13/2024
 Your Ref#
 Our Ref#
 Credit Terms Cash


Attention To :

Attention To :

Product ID	Description	Quantity	Unit Price	Amount
JP-12-24	12/24 Volt Lithium Start-All Jump Pack	1	\$1,513.52	\$1,513.52
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Approved:

Department Head: 

County Admin: 

Sub Total	\$1,513.52
Tax	Exempt
Freight	
Invoice Total	\$1,513.52
Amount Paid	
Balance Due	\$1,513.52

Terms and Conditions:

GOODALL

Start-All Jump-Pack® 12/24V Lithium-Ion Jump-Starter

Part No.: JP-12-24 | SKU: G00JP-12-24

Free U.S. Shipping





JACKSON GROUP PETERBILT - GRAND JUNCTION

309 Raptor Road · Fruita, Colorado 81521
Phone: (970) 858-3524
Fax: (970) 858-9746

Jackson Group
PO Box 2208
Decatur, AL 35609-2208
Phone: (800) 332-9140

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.
NO RETURNS ON ELECTRICAL OR SPECIAL ORDER PARTS.
NO RETURNS AFTER 30 DAYS. 10% RE-STOCK CHARGE ON ALL RETURNED PARTS.


DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

DATE ENTERED 08 NOV 24	YOUR ORDER NO.	DATE SHIPPED 12 NOV 24	INVOICE DATE	INVOICE NUMBER Q283059	14:10
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S O L D T O	ACCOUNT NO. 1825	S H I P T O	PAGE 1 OF 1
	IBS - San Juan County		
	IBS Cust#:818992		
	PO BOX 188		
	MONTICELLO, UT 84535		

SHIP VIA	SLSM. 3721	B/L NO.	TERMS	F.O.B. POINT 1767		
QUANTITY		PART NO.	DESCRIPTION	LIST	NET	AMOUNT
ORD	SHIP	B.O.				
A1	1		JP-12-24 12/24 Volt Lithium **** I N V O I C E Q U O T E -	DO NOT	1513.52	1,513.52
				PAY	****	
NO RETURNS ON ELECTRICAL AND SPECIAL ORDER PARTS. PARTS OPEN SATURDAY 8:00 AM TO 4:00 PM				PARTS		1,513.52
				SUBLET		
				FREIGHT		0.00
				SALES TAX		0.00
CUSTOMER'S SIGNATURE X				TOTAL		\$1,513.52


THANK YOU FOR YOUR BUSINESS

PLEASE REMIT TO:
 Jackson Group
 PO Box 2208
 Decatur, AL 35609-2208
 Phone: (800) 332-9140



COMMISSION STAFF REPORT

MEETING DATE: November 19, 2024

ITEM TITLE, PRESENTER: Dwelling on the Future Housing Assessment Finding, Presented by Mick Thorton, ERC Fellow and Brian Points, Points Consulting on behalf of Economic Development Department

RECOMMENDATION: EnterTextHere

SUMMARY

This is a follow up visit and report on the final findings for the Dwelling on the Future Housing Assessment presented by Mick Thorton, ERC Fellow and Brian Points from Points Consulting on behalf of the Economic Development Department as part of the ERC Fellowship Grant.

DWELLING ON THE FUTURE

Housing Needs and Strategies for the Preservation and Progress of San Juan County's Communities



POINTS
CONSULTING

August 2024

We want to express our gratitude to the San Juan County Utah Commission and the Governor's Office of Economic Opportunity Rural Opportunities Grant for providing financial support to develop the San Juan County Housing Assessment report titled "Dwelling on the Future: Housing Needs and Strategies for San Juan County - Preservation and Progress." This report focuses on preserving the county's past while striving for progress in housing and quality of life for the future.

CONTENTS

- 1 Introduction & Executive Summary**
 - 1 Introduction
 - 2 Executive Summary

- 7 Forecast & Recommendations**
 - 7 Population Forecast
 - 8 Housing Needs Forecast
 - 10 Options for North and Central San Juan County
 - 21 Options for Navajo Communities
 - 23 Unique Regional Applications

- 24 Gaps & Barriers Analysis**

- 28 San Juan County Summary**
 - 57 Spanish Valley Summary
 - 66 La Sal Summary
 - 74 Monticello Summary
 - 88 Blanding Summary
 - 102 White Mesa Summary
 - 108 Bluff Summary
 - 122 Utah Chapters of Navajo Nation Summary

- 140 Regional Contextual Overview**

INTRODUCTION & EXECUTIVE SUMMARY

INTRODUCTION

Points Consulting (PC) was engaged by San Juan County to conduct a housing needs assessment to help community leaders and the communities within the County better understand current housing conditions and the underlying factors that will drive housing demand in the future.

Each community in the County has its own unique character, strengths, and challenges. Given these varied and unique conditions, the report is organized by community, rather than by topic. Each section of the report addresses demographic and social trends, housing trends, community engagement, and zoning (where relevant) of a particular community. The communities are addressed north to south in the report. The consulting team also chose to group the Navajo Nation into one section of the report, while still including the individual communities from the Navajo Nation in the County. This is not to minimize the needs of the residents of the Navajo Nation (who make up roughly half the population of the County) but rather to emphasize them, as the housing needs of Navajo Nation residents across the County show far more consistency than the needs of the rest of the County.

Report Layout

- **Introduction & Executive Summary**
- **Forecast & Recommendations**
- **Gaps & Barriers Analysis**
- **San Juan County:** data and research that pertain to the County overall
- **Community Overviews:** overview of underlying socioeconomics affecting housing demand and affordability characteristics, overview of housing for both owners and renters, summary of overarching themes from PC's discussions with community leaders and developers
 - Spanish Valley
 - La Sal
 - Monticello
 - Blanding
 - White Mesa
 - Bluff
 - Navajo Nation
- **Regional Contextual Overview:** background and review of relevant literature

EXECUTIVE SUMMARY

Housing Situation

Accentuating the importance of housing in the Beehive State, for the first time in 20 years, Utah's voters selected "housing affordability" as their top concern.¹ In San Juan County, housing concerns include not only affordability but also availability. Supply is limited and the region has not experienced any notable housing "booms" that would accelerate production. As it is, Utah Developers do not perceive an incentive to build in the County, if they can build more profitable developments in other areas of the state. On paper, the County is less attractive than other Utah regions due to its lack of growth, stagnant economy, high poverty rates, and lack of suitable transportation corridors.

1

Housing Affordability

2

Politicians Listening to Voters

3

Earning enough to pay for non-housing needs

4

Government Overreach

5

Kindergarten-12th grade education

6

Air quality

7

State & Local Taxes

8

Immigration

9

Homelessness

Utah Voter Concerns, Utah Priorities Project, 2024¹

All this sounds rather pessimistic, but the County also possesses assets and opportunities including a portfolio of the state's most impressive tourist amenities, presence of oil, gas and uranium extraction, and a cadre of small towns with a high quality of life. Additionally, there is potential for some of these small towns to add more assets, thanks in part to the State Institutional and Trust Lands Administration (SITLA). This entity holds a considerable proportion of lands in the County (7.8% as of September 2023). SITLA often works with developers to transfer land to private ownership.² This means more land could be freed up for commercial or residential development, if the opportunity is worthwhile for the state. Furthermore, legislation from the Utah state house in 2024 is designed precisely to bend economic trends in favor of low- to moderate-income households. But, if County communities want to take advantage of these opportunities introduced through legislation, they must embrace a learning curve and commit to working with state policy makers.

As is the case in many areas of the US, home prices in the County steeply increased in 2020. While the market cooled down in 2023, prospective home buyers today still enter a market where most homes cost thousands more than they did five years ago. In 2023, the median sale price in the County was \$332,000. A decade earlier in 2013, it was \$109,000. According to Zillow estimates, from 2018 to 2023, home values in the County had a Compound Annual Growth Rate of 12.3% (lining up with home value growth in the state overall). On a positive note, this situation provides a boost for those who already own a home in the County. But sadly, if buying "from

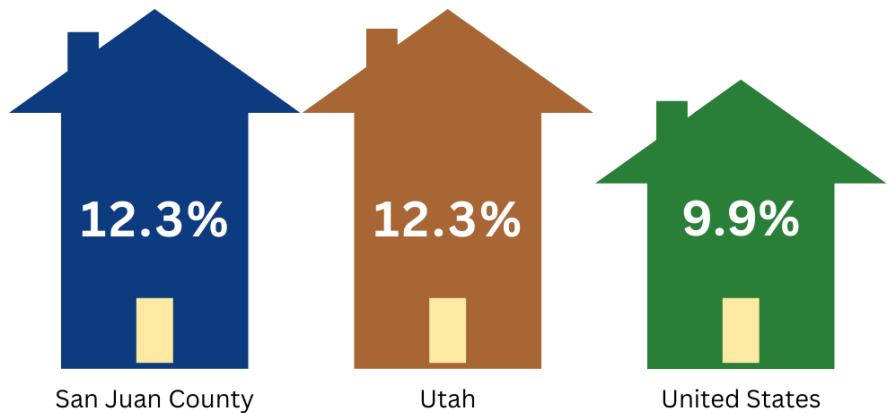
¹ *Utah Priorities Project 2024*, Utah Foundation, 2024, accessed June 1, 2024, <https://www.utahfoundation.org/wp-content/uploads/rr819.pdf>.

² San Juan County Commission, *Resolution No. 2023-07*, accessed August 1, 2024, https://sanjuancounty.org/sites/default/files/fileattachments/ordinance/26308/2023-07_established_municipal_boundaries.pdf.

scratch” now, only 40% of households can afford to buy an average-priced home in the County, and in specific areas of the County this percentage is even lower.

- In Monticello, nearly 60% of households are below necessary income requirements to purchase an average-priced home.
- In Blanding, 50% of households can afford to buy.
- In Bluff, 43% of households do not meet income requirements to buy.
- In Spanish Valley, the situation is even worse: just a little over 20% of households can afford to buy, and no households in this group make less than \$100,000 a year.
- There is essentially no “resale” market within the Navajo Nation. Once a home site lease is obtained it remains with that household in perpetuity.

Interestingly, the two most populated towns in the County (Blanding and Monticello) have relatively affordable housing prices compared to national trends. The County’s median home value to median household income ratio is 6.0, a little lower than that of the state (6.2), but notably higher than the US ratio (4.8). Statistically speaking, this means that a household in the County would need six years’ worth of wages to pay for a home using cash only.



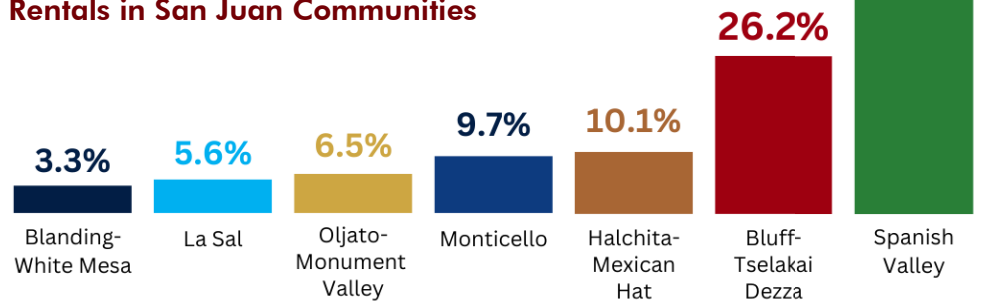
Home Value Compound Annual Growth Rate, 2018-2023

PC Using Zillow ZHVI, 2023, [Table 11](#)

Homeowners aren’t the only ones affected. Renters feel the effects of housing value increases, if perhaps a bit later. Currently, 22% of renters in the County are cost-burdened or severely cost-burdened. Fortunately for renters, this is currently well below state and national rates. But still, the increase in rents in the County in the past two years (particularly for larger units) has been substantial. A four-bedroom unit that might have rented for around \$1,200 a month in 2022 rented for around \$1,650 in 2023. Additionally, the number of rental listings has decreased, making it more difficult to find suitable rental housing. Lastly, there are essentially no market-rate rentals on the Navajo Reservation, though there are a few low-income units operated by the Navajo Housing Authority.

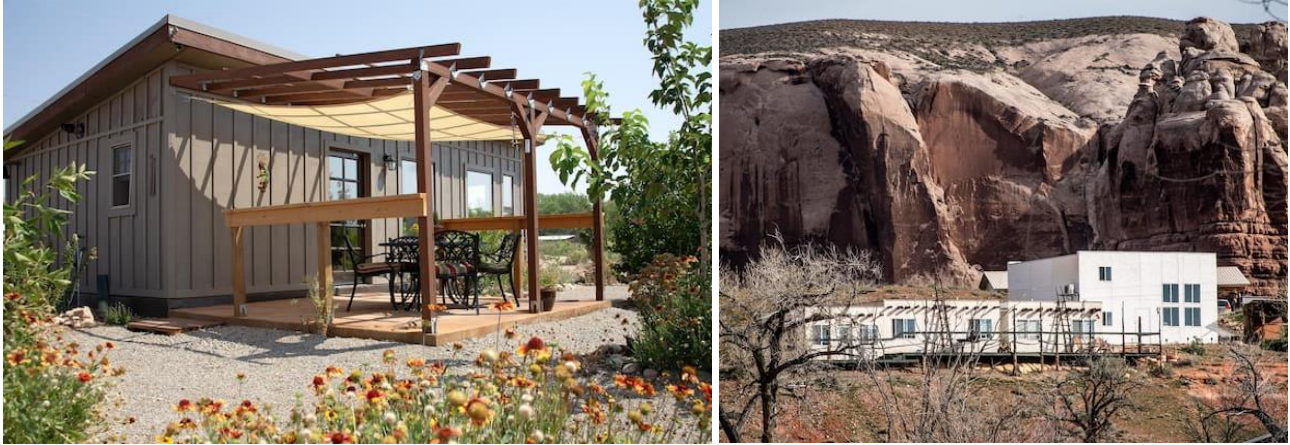
Any discussion on decreased rental listings should address the increasing significance of short-term rentals (STRs). During community engagement in our study, people often

Percentage of Housing Stock that are Short-Term Rentals in San Juan Communities



PC using AirDNA, 2024 & American Community Survey 2022 5-Year Estimates, [Table 19](#)

blamed STRs for the lack of workforce housing in the County. While the public may often overreact to the perceived threat STRs pose, housing stock in certain areas of the County has certainly been altered by STRs. For example, an estimated 63% of homes in Spanish Valley are short-term rentals. This no doubt constrains housing availability for long-term residents. It's worth noting that not all towns in the County are in the same situation as Spanish Valley: Blanding and La Sal both report a much lower portion of housing stock dedicated to STRs (3.3% and 5.6% respectively).



AirBnBs in Bluff, UT, airbnb.com.

Demographics and Labor Market

As of 2023, the population of San Juan County was around 14,350. In the past decade, the County has lost around 680 residents, mostly due to people moving elsewhere in Utah. The County does show a positive natural increase in population (meaning more births than deaths). If the County could prevent more out-migration, or even draw former residents back into the area, it may be able to slow (or even prevent) this decline.

Navajo Chapters in Utah compose not just the largest needs in the County, but also the largest numbers; the estimated 6,000 Navajo living among the seven Chapters exceed the population of any incorporated city in the County. The Navajo living on Reservation lands in Utah are, by far lower-income and more "crowded" in their occupancy patterns than other residents in the County. While the population has remained stable over the past decade, some Chapters have benefited from population shifts. Oljato, Navajo Mountain, and Teec Nos Pos are three chapters that experienced 5% or higher increase in population between 2010 and 2020, while Red Mesa, Mexican Water, and Dennehotso all decreased by 5% or more during this period.

While wages have grown and poverty has decreased in recent years in the County, we see relatively modest growth in employment over the last decade compared to Utah and the US. Establishment growth in the County also lags, and some recent years has declined.

The County's industry with the highest Location Quotient (indicating a strong concentration relative to the national average) is Mining/Quarrying/Oil & Gas (LQ 7.75). Notable employers in this industry include Lisbon Valley Mining (Monticello) and Energy Fuels (Blanding). White Mesa Mill, operated by Energy Fuels, recently announced an exciting "milestone" for the company, Utah and the US: domestic commercial production of separated neodymium-praseodymium (NdPr), a substance critical in the process of producing permanent magnets used in electric motors for electric and hybrid vehicles. The growth and expansion at the White Mesa Mill

anticipated downstream from this development could significantly impact future employment opportunities.³

Other notable employers in the County with annual average employment numbers between 100 and 300 (not considering the San Juan School District and County itself) include:⁴

- Utah Navajo Health System (six locations throughout the County)
- Utah State University (Monticello)
- Blue Mountain Hospital (Blanding)
- San Juan Healthcare Services (Blanding, Monticello & Spanish Valley)
- Goudings Lodge and Tours (Monument Valley)

Unsurprisingly, the County's ratio of jobs to housing units is very low: slightly more housing units exist than total jobs in the County. This is not uncommon for communities with a high number of retirees and a high seasonal tourism industry. At a city level this remains true for Monticello, though Blanding's number is higher.

Population & Housing Needs Forecast

If current trends persist, San Juan County's population could decline to around 12,600 by 2040. Alternatively, in the Optimistic scenario, the County could see modest growth to around 15,100. The future trajectory of population trends is largely based on market forces, but proactive community and economic development that improves quality of life, enables job creation, and presents opportunities for households to make a living, has a strong influence on these trends.

Assuming current growth trends, the County would need approximately 5,200 housing units to meet population needs by 2040. In this Status Quo scenario, the County would show the most increased demand for middle-density and multifamily homes, with a decline in demand for single-family housing.

In the Optimistic scenario, which projects modest growth, the County would need around 6,200 housing units by 2040. The need for all housing types would increase (except for manufactured or mobile homes) and the greatest demand would be for small middle-density units (such as ADUs or duplexes) and multi-family units, such as apartments.

In the County, there are a few key strategies that the County could directly implement. Our [Recommendations](#) touch on issues related to zoning and housing density, eligibility to access state funds, additional resources for development, repurposing existing structures, and coordination with Navajo Nation.

Comparison of Communities

Table 1 shows a comparison of communities within the County. Blanding, La Sal, Bluff and White Mesa have all experienced growth in the past 10 years, while Navajo Nation, Monticello, and Spanish Valley have all decreased. Median household income is highest in Monticello, with

³ "Energy Fuels Achieves Commercial Production of 'On-Spec' Separated Rare Earths at its White Mesa Mill in Utah, While Simultaneously Advancing Uranium Production," Energy Fuels Website, accessed August 1, 2024, <https://www.energyfuels.com/2024-06-10-Energy-Fuels-Achieves-Commercial-Production-of-On-Spec-Separated-Rare-Earths-at-its-White-Mesa-Mill-in-Utah,-While-Simultaneously-Advancing-Uranium-Production>.

⁴ "Largest Employers by County," *Utah Department of Workforce Services*, accessed August 1, 2024, <https://jobs.utah.gov/wi/data/library/firm/majoremployers.html>.

Blanding and La Sal reporting the second and third highest numbers, respectively. Unfortunately, we were not able to report reliable employment numbers for the Navajo Nation and La Sal communities.

Table 1: Comparison of Key Metrics Across San Juan County Communities

Area	Population	Past 10 Yr. Change	Households	Median Age	Persons Per Household	Median Income	Median Home Value
Navajo Nation	5,867	-3.3%	1,762	32.5	3.52	\$31,645	\$64,224
Blanding	3,383	+0.5%	1,048	28.7	3.03	\$63,016	\$299,958
Monticello	1,747	-12.5%	606	34.2	2.76	\$63,722	\$287,982
Spanish Valley (Utah Portion)	453	-16.1%	170	38.2	2.66	\$58,872	\$381,111
La Sal	313	+11.8%	155	44.6	2.02	\$56,481	\$450,00
Bluff	262	+23.8%	127	43.5	2.5	\$46,640	\$254,000
White Mesa	191	+0.5%	57	42.3	3.35	\$44,785	\$293,750
San Juan County	14,372	-2.8%	4,652	31.7	2.98	\$52,000	\$315,657
Utah	3.5 M	+25.1%	1.1 M	31.8	3.02	\$82,248	\$513,559
USA	337.5 M	+9.3%	130 M	39.1	2.53	\$72,603	\$345,628

Source: Points Consulting using Esri Business Analyst (Demographic and Income Profile 2023, Housing Profile 2024), U.S. Census American Community Survey 5-year estimates (Table S190, Table DP03), U.S. Census ACS 1 Year estimates, Zillow

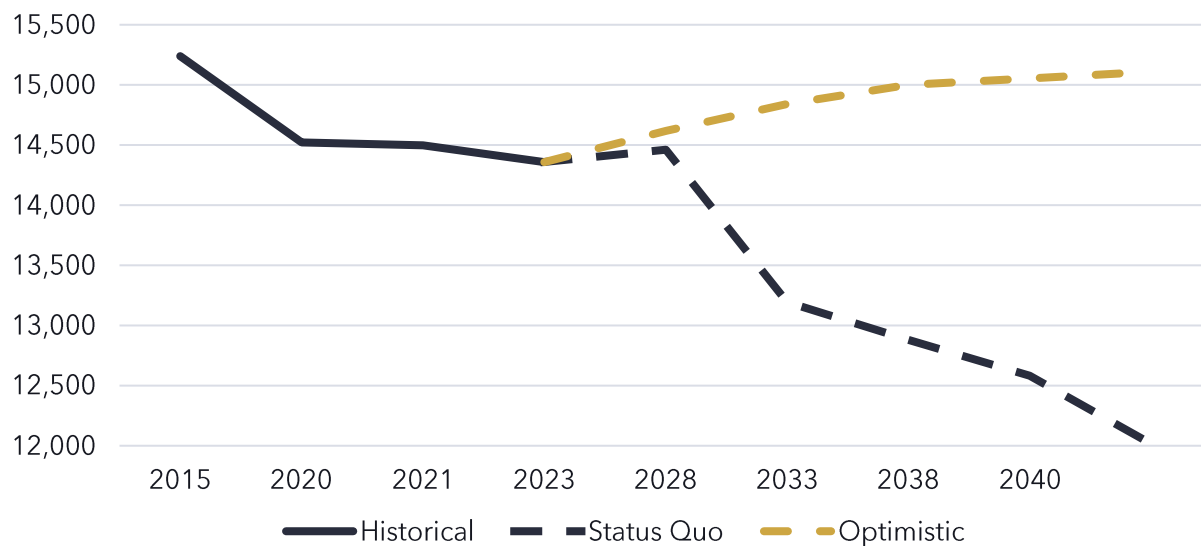
FORECAST & RECOMMENDATIONS

PC designed a custom population and housing forecast between 2024 and 2044, based on both current socioeconomic and housing characteristics, as well as our observations of the County's various communities. Though we base these models on standard econometric techniques, they are modified to account for unique conditions and opportunities for San Juan County. With each forecast there is a Status Quo scenario, based on the expectation that the County continues on the current trajectory, and an Optimistic Scenario, based on higher economic growth expectations.

POPULATION FORECAST

At its core, this population forecast is based on how the components of population change (births, deaths, and net migration) have trended by age groups over time. All the Status Quo and Optimistic forecasts assume that San Juan County will see no major changes in local industries, housing availability, and other factors that may indirectly influence the region's population over time. Research has shown that increases to housing supply in a region may encourage immigration, so changes to the County driven by new housing developments may encourage a positive population trend rather than the negative trend predicted by our estimation model.⁵ Therefore, this population forecast represents PC's current best estimate.

Figure 1: San Juan County Population Forecast, 2023, 2040



Source: Points Consulting, 2024

For the Status Quo, PC projects a total population decrease of close to 1,800 over the next 20 years. This implies an annual average decrease of 0.8% over that period.

⁵ C. Mulder, "The Relationship between Population and Housing," paper presented at the UNECE Committee on Housing and Land Management, September 2008, <https://www.studocu.com/row/document/makerere-university/land-law-l2211/key-note-population-and-housing/37982728>.

PC has also developed an Optimistic forecast for the population of the County. With an increase in housing supply (see Optimistic housing scenario in Figure 1), growth in population may follow. Our Optimistic scenario would expect to see increases in housing, employment, and population.

Table 2: San Juan County Population Forecast 2023, 2040

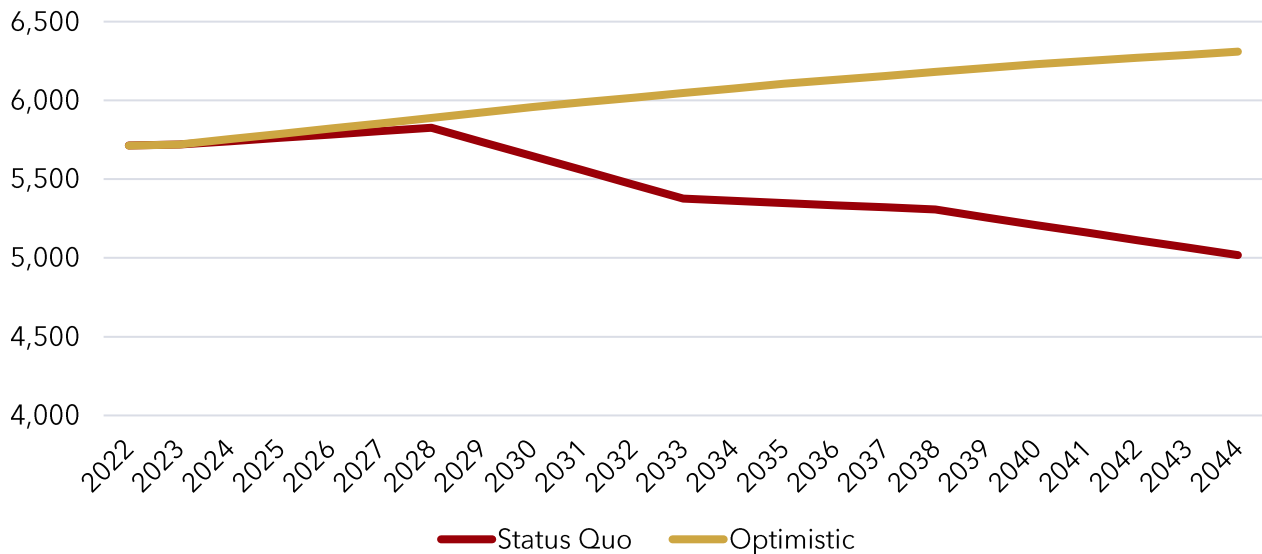
Year	Population	CAGR (from 2023) ⁶
2023	14,358	--
2028	14,461	0.1%
2033	13,194	(0.8%)
2038	12,880	(0.7%)
2040	12,583	(0.8%)

Source: Points Consulting 2024

HOUSING NEEDS FORECAST

The following housing forecast presents two distinct development scenarios for San Juan County (see Figure 2). Depending on market conditions, migration, and future zoning alterations, developers in the County may opt to invest in a greater variety of more dense housing typologies. To account for this possibility, PC developed an Optimistic scenario in addition to the Status Quo forecast.

Figure 2: Housing Needs Forecast for San Juan County



Source: Points Consulting, 2024

One factor that can influence housing demand and affect the total number of housing units needed in the future is the average number of persons per household. The County had an average number of persons per household of around 2.52 in 2022, but PC forecasts that this will drop to around 2.39 in 2044.

⁶ CAGR represents the average annual growth rate of revenue over a specific period, assuming exponential compounding between the given years.

Status Quo Scenario

The Status Quo would see an increase in the amount of small middle density (SMD), large middle density (LMD), and multi-family housing types. During this same period San Juan County would also see a decrease in manufactured/mobile homes, as well as single family homes (SFH).

Compared to both the population and housing forecasts, a decrease in proportion of a certain type of unit doesn't necessarily correlate to an overall decrease in that type of structure. Instead, it indicates a change in the proportion of those housing types compared to the whole. However, in the Status Quo scenario, the number of housing units is expected to drop approximately 700. This means that both a decrease in proportion and a decrease in quantity of units can be true.

The current County housing trend indicates a decrease in housing units from 2019 to 2022, and the forecast continues this trend downwards should things remain the same. With a simultaneously decreasing population PC expects supply and demand to remain in equilibrium.

PC forecasts a 12.2% decrease in single family homes, and a 29.2% decrease in manufactured/mobile homes. The team also projects an increase in all three middle density unit types.

Optimistic Scenario

The Optimistic development scenario places a greater emphasis on multi-family and middle density housing such as duplexes, townhomes, and attached/detached ADUs, among others. Single family homes would remain above the others at 74.3%, but middle density would also grow in the overall share of housing units. Under the Optimistic scenario, PC projects an overall increase of 596 units over the next 22 years. More dense housing options would naturally contribute to a higher overall unit count when compared to distributions that favor single family homes.

The increase in middle density units may serve the needs for a decreasing population. In the Optimistic scenario, it is possible that an increase in housing units would drive an increase in population as well. New housing can create a "multiplier" effect, where an increase in population can create more jobs. This boosts the economy and creates a higher demand to live in the area.

The projected decrease in persons per household indicates that an increase in middle density units will serve the current population of the County well. Middle density units often mean a more affordable payment structure. The decrease in occupancy across the County can be mitigated by providing smaller, more cost-effective housing options. Families and individuals who might otherwise struggle to afford a single-family home can find suitable housing in middle-density developments.

Table 3: Housing Needs for San Juan County

Category	2022	2044	22-Year Forecast	% Change	Avg Annual Change
<i>Status Quo Forecast</i>	5,713	5,018	(695)	(12.2%)	(0.6%)
Single Family, Detached	4,502	3,854	(648)	(14.4%)	(0.7%)
Small Middle-Density (Attached ADUs, Duplex, Twinhomes)	69	110	42	61%	2.2%
Large Middle-Density (Detached ADUs, Triplex, Quadplex, Townhomes, Condos)	217	241	24	11%	0.5%
Multi-Family	40	186	146	364.3%	7.2%
Manufactured or Mobile Homes	886	627	(258)	(29.2%)	(1.5%)

Category	2022	2044	22-Year Forecast	% Change	Avg Annual Change
Optimistic Forecast	5,713	6,309	596	10.5%	0.5%
Single Family, Detached	4,502	4,688	186	4.1%	0.18%
Small Middle-Density (Attached ADUs, Duplex, Twinhomes)	69	218	149	217.5%	5.4%
Large Middle-Density (Detached ADUs, Triplex, Quadplex, Townhomes, Condos)	217	382	165	75.8%	2.6%
Multi-Family	40	233	193	483.7%	8.4%
Manufactured or Mobile Homes	886	789	(97)	(11%)	(0.5%)

Source: Points Consulting, 2024

OPTIONS FOR NORTH AND CENTRAL SAN JUAN COUNTY

Preparation to Utilize 2024 Housing Legislative Actions

Recent legislation from Governor Cox's office is designed precisely to impact communities with starter housing development options, while staying in-line with free-market principals. While many other states in the West pursue more aggressive top-down regulations such as the Growth Management Act (Washington), or ban single-family zoning (Oregon), Utah's approach is designed to give cities more strategies to entice developers to build more single-family homes. Utah's strategies do represent a significant overhaul of the previous land use powers available to municipal leadership. It's worth noting, however, that without further planning and action by local government agencies not much can happen.

Below is a summary of key features of the 2024 legislation⁷:

- Availability of \$300 million from the Transportation Investment Fund for low interest loans if developers can build at least 60% of units at "attainable" prices determined by area median income (AMI) levels
- Permission for cities to create mixed-use "First Home Investment Zones" that use future tax revenue generation to finance infrastructure
- Enactment of a statewide building code related to modular housing
- Permission for cities to develop "Home Ownership Promotion Zones" which allows use of future tax revenues for areas where higher density (or upzoning) is enacted by cities
- Permission for affordable housing developers to form "infrastructure financing districts" that could pay for infrastructure costs via bonds, (if funds are paid off before the homes are sold)

This legislation... is going to make it possible to build homes again under \$350K, so that our kids and grandkids can live near us and not with us— something we are all excited about.

-Governor Spencer Cox, 2024
Legislative Session

San Juan County should assign a staff member to pursue education on each of these policies, as the rules are rolled out. On paper, the County's citizens could qualify on virtually every

⁷"Will Utah's New Housing Experiment Actually Make a Difference?" Standard -Examiner, accessed June 1st, 2024, <https://www.standard.net/news/government/2024/mar/20/will-utahs-new-housing-experiment-actually-make-a-difference/>.

affordability metric, but the funds will not simply be signed off via a check from the Treasury Department. The County will need to adjust land use policies, help develop non-profit agencies, enable financial institutions, and identify areas where more housing development would be appropriate.

Some old tools are plenty adequate for the County, but have historically been underutilized, such as the Olean Walker Fund (OWF). Among other services, the OWF provides financial assistance to low-income homeowners through the Single-Family Rehabilitation and Reconstructions Program (SFRRP) and the Rural Single Family Housing Rehabilitation Assistance Grant. OWF also features a revolving loan program to enable the construction of new single-family homes in Utah that will be occupied by households earning less than or equal to 80% AMI.⁸

Table 4: Olean Walker Fund Multifamily Projects, 2019-2023

	2019	2020	2021	2022	2023
Average AMI Served	43.82%	40.93%	39.67%	48.95%	45.84%
Units Funded	1,281	939	976	1,853	1,967
OWHLF Allocation	\$15.8 M	\$13.8 M	\$15.5 M	\$19 M	\$28.6 M
Estimated Cost for Total Projects	\$285.6 M	\$250.2 M	\$232.8 M	\$48.6 M	\$642.5 M

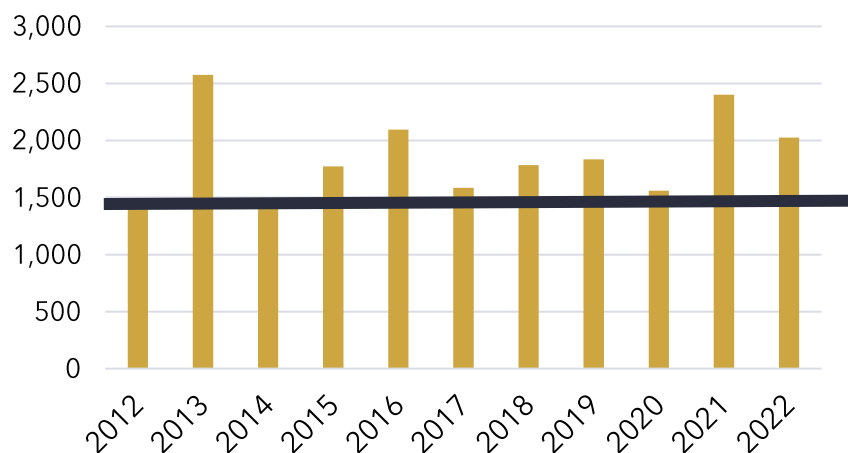
Source: Olean Walker Housing Loan Fund Reports, Workforce Services Housing & Community Development, 2019/2020, 2020/2021, 2021/2022, 2022/2023

Audit Zoning and Density Standards Across the County

San Juan County cannot force its incorporated communities to alter their zoning laws, but it can help analyze the prevailing standards. Just as quality seeds will not grow without good soil, for the 2024 incentives to be effective, communities must allow tighter-density housing in single-family districts.

Assessor’s office data indicate that homes built in the County over the past ten years (ending in 2022) average 1,900 square feet (SF), though some years show averages extending north of 2,400 SF. Policy experts indicate that homes will need to be 1,500 SF or lower, to meet the Utah House’s target \$350K threshold. (See the blue bar shown in Figure 3.) This “density gap” is partially due to consumer preferences but is also an artifact of zoning laws

Figure 3: Average New Home Square Footage in San Juan County, 2012 to 2022



Source: Points Consulting using data from San Juan County Assessor’s Office

⁸State of Utah: The Olene Walker Housing Fund Policies and Procedures 2023-2024, Workforce Services Housing & Community Development, accessed June 12, 2024, <https://jobs.utah.gov/housing/affordable/owhlf/documents/owhlfprogramguidance.pdf>.

that enshrine minimum lot sizes. Dwelling-unit-per-acre limitations and set-back requirements are also likely contributing to higher-square-footage homes. *While the right of citizens to build large homes should be preserved, PC believes that builders should also be free to construct smaller units.*

The County planning department could lead by producing comparison tables of each city's density standards in primary single-family districts. These standards could be compared to those of selected cities across the state that have recently been amended. Such comparisons are always tricky because terminology, measurement tools, and standards of enforcement are generally city specific. Below are a few starting point observations on each community's code and zoning ordinances:

- The City of Monticello is relatively permissive on home sizes and density standards, with a minimum density of 0.125 acres, and as little as 900 square feet per dwelling unit. But the City's "one parcel one dwelling unit" policy is a barrier to middle-density housing types such as duplexes and ADUs in the R1 zone.⁹
- The City of Blanding allows for more density than an average town of its size (minimum footprint is 1,100 square feet and minimum lot size is 0.22 acres.) Blanding also allows "two-family" dwellings and ADUs in the R1 district.¹⁰
- The City of Bluff has setback requirements that restrict development on vacant parcels in town. The setbacks of 25 feet for the front and 15 feet for the rear and side are more strict than most communities in the County.¹¹

Infrastructure Development Support Funds

San Juan County has several prime development locations with physical assets coveted by real estate developers. These assets include flat land, proximity to water/sewer tie-ins, and availability of surrounding infrastructure. If such assets existed in North Utah (or anywhere in proximity to I-15) developers would have built subdivisions in these areas already. Several of the most noteworthy examples include:

- 20+ acres in North Blanding: bounded by W 700 N (on the south) and city limits on the north and west (spread across various privately owned parcels)
- 20+ acres in west Blanding
- 20+ acres on both the north and south side of HWY 491 in Monticello
- Various vacant parcels throughout the City of Bluff could be used for infill, as could a vacant lot previously used for a mobile home park on the South side of Bluff.

Development likely hasn't happened in these locations because the County lags behind other locations in Utah in terms of wealth and economic growth. In economic terms, the cost of building is higher, and the payoff is lower than anywhere in proximity to the Wasatch Front. *Bending the cost curve in favor of developers would help compensate for this difference and increase housing development.*

⁹ City of Monticello Zoning Ordinance, especially Chapter 10-6: R1, accessed June 1, 2024, https://codelibrary.amlegal.com/codes/monticellout/latest/monticello_ut/0-0-0-4040.

¹⁰ City Code of Blanding Utah, Chapter 5-5A, accessed June 1, 2024, https://codelibrary.amlegal.com/codes/blandingut/latest/blanding_ut/0-0-0-2052.

¹¹ Town of Bluff Amended Ordinance 2022, pg. 18



Blanding open space, PC on-site visit.

Though most costs borne by developers are outside the control of local government, there are several methods that could be used to incentivize development. According to the National Association of Homebuilders (NAHB) in 2022, 5% of costs were due to permitting and another 3% to site development.¹² That means that 7.4 cents of every dollar spent on housing are spent before any footings are poured or framing is installed.

Provided funding is in place (as addressed in the prior recommendation) there are various options available to provide relief and incentivize development. Municipal agencies can make sure these incentives are targeted properly by ensuring that at least a certain percentage of units are reserved for residents at or below a certain area median income (AMI) level.

The Homestake development in Park City is a great example of how this can work.¹³ Building and construction fees were waived for the construction of this mixed-income project, while the City ensured that 80% of units would be offered at rates affordable for those averaging 60% AMI.¹⁴

Less than two hours away in Eagle Mountain City, two affordable housing projects (partly funded by the OWF) received additional support through \$480,768 in impact fee waivers from the City.¹⁵

In early 2023, the Logan City Council passed a resolution adopting fee waiver guidelines for moderate income housing. The mayor is now permitted to adjust water, wastewater, parks, power

¹² "Cost of Constructing a Home, 2022," NAHB, accessed June 1st, 2024, <https://www.nahb.org/-/media/NAHB/news-and-economics/docs/housing-economics-plus/special-studies/2023/special-study-cost-of-constructing-a-home-2022-february-2023.pdf>.

¹³ "Homestake Housing Development," Park City Website, accessed June 20, 2024, <https://engageparkcity.org/homestake>.

¹⁴ *Five Year Moderate Income Housing Plan*, Park City, accessed June 20, 2024, <https://www.parkcity.org/home/showpublisheddocument/72566/637985772391500000>.

¹⁵ *SB 34 Municipal Progress Summaries 2019-2021*, Workforce Services Housing and Community Development, accessed June 1, 2024, <https://www.jobs.utah.gov/housing/affordable/moderate/reporting/documents/sb34.pdf>

and transportation impact fees, some of which were previously shouldered by affordable housing developers.¹⁶ If cities are hesitant to completely waive fees, one approach is to create a sliding scale for fees based on the affordability of new units. Fee waivers can also be capped to a certain number issued per year, or prorated to the number of affordable units present in a mixed-income development. The Utah Land Use Institute's 2023 Guidebook on Impact Fees may be a helpful resource for amending impact fees that could be hampering the development of low- to middle-income housing.¹⁷

Beyond waiving or reducing development fees, cities can also consider covering a portion of infrastructure costs related to grading, water lines, sewer lines, electrical, internal roadways, curb and gutter, sidewalk installation, etc. This could be part of a broader initiative taken on by cities to responsibly maintain or replace sections of infrastructure that are nearing the end of their useful operating life. In an Infrastructure Report Card for Utah published in 2020 by the American Society of Civil Engineers, stormwater systems statewide were given a C+ grade, while wastewater infrastructure received a C grade. The report notes limited state funding to address aging infrastructure and a noticeable lack of proper maintenance in many communities.¹⁸

Pre-approved Building Plans

A complaint common to every community in San Juan County is that regulations make it difficult to build. No one likes paperwork. Extensive state and county requirements are difficult to navigate and substantively affect the housing supply in any area. One way to combat this without changing regulations is to create pre-approved building plans for homes. These plans significantly streamline the building process for developers, contractors, or property owners.

There are many counties across the country adopting this method. Siskiyou County, California has seven size plans in three style types, ranging from 396 square foot studios to three bedroom 1,650 homes with two car garages. Property owners can choose between Craftsman, Farmhouse, and Modern styles for each of the seven sizes.¹⁹

Figure 4: Example of Siskiyou County Pre-Approved Plan¹⁹



¹⁶ "Memorandum to Municipal Council," Logan Community Development, accessed June 2024, <https://cms9files.revize.com/loganut/departments/admin/council/Res%202023-03%20Fee%20Waiver%20Guidelines%20for%20Moderate%20Income%20Housing%20-%20ACTION.pdf>.

¹⁷ *Impact Fees*, Utah Land Use Institute, 2023, accessed June 2024, <https://utahlanduse.org/wp-content/uploads/2023/11/Impact-Fee-Book-Update-FINAL-2023-11-01-2.pdf>.

¹⁸ *Utah 2020 Report*, Infrastructure Report Card, accessed June 20, 2024, <https://infrastructurereportcard.org/state-item/utah/>.

¹⁹ "Siskiyou County Pre-Approved House Plans Now Live," Siskiyou County, accessed May 16, 2024, <https://www.co.siskiyou.ca.us/community-development/page/siskiyou-county-pre-approved-house-plans-now-live>.

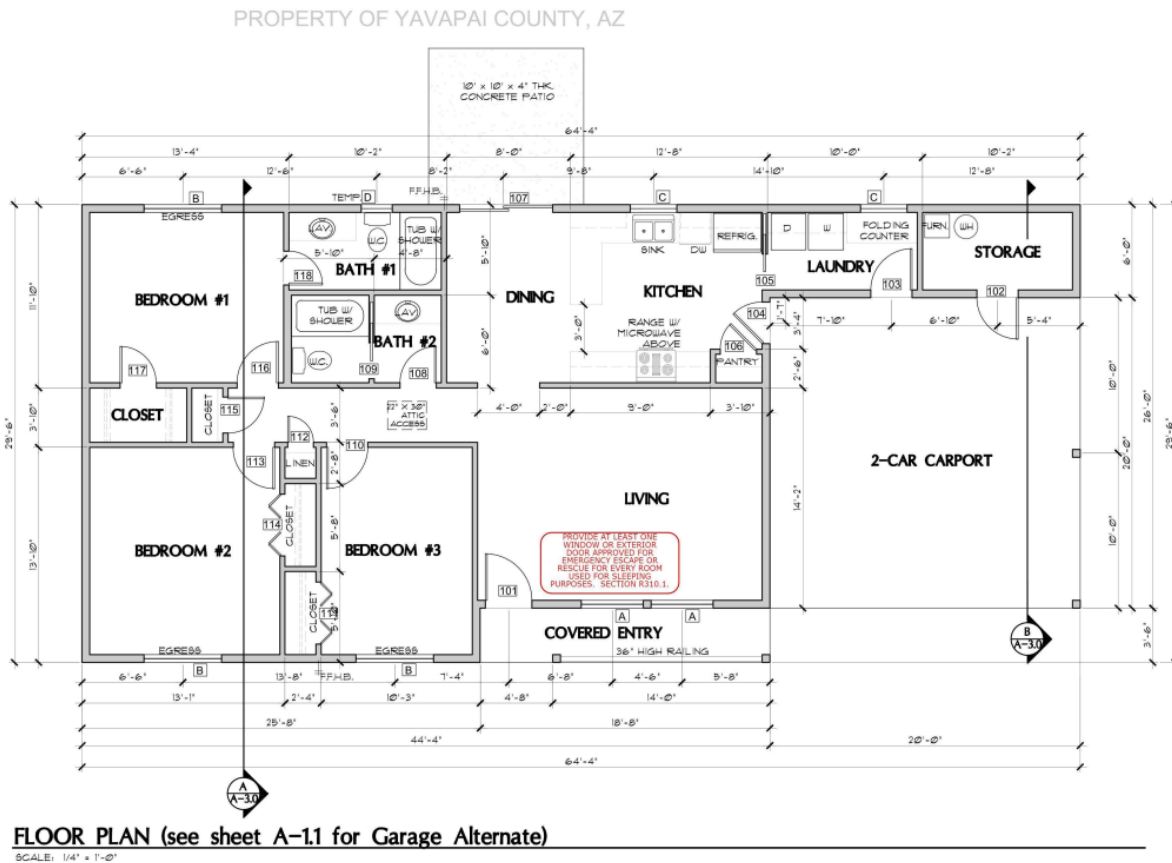
Closer to San Juan County, Yavapai County, Arizona has a program called A Home of My Own. The program provides three single family home plans with one-, two-, and three-bedroom designs, at no cost (Figure 5).

Figure 4.1: Examples of Siskiyou County Pre-Approved Plans



Source: Siskiyou County website, "3 Bed/2 Bath: Craftsman, Farmhouse, Modern," accessed May 16, 2024, <https://www.co.siskiyou.ca.us/community-development/page/siskiyou-county-pre-approved-house-plans-now-live>.

Figure 5: Example of Yavapai County Pre-Approved Plan

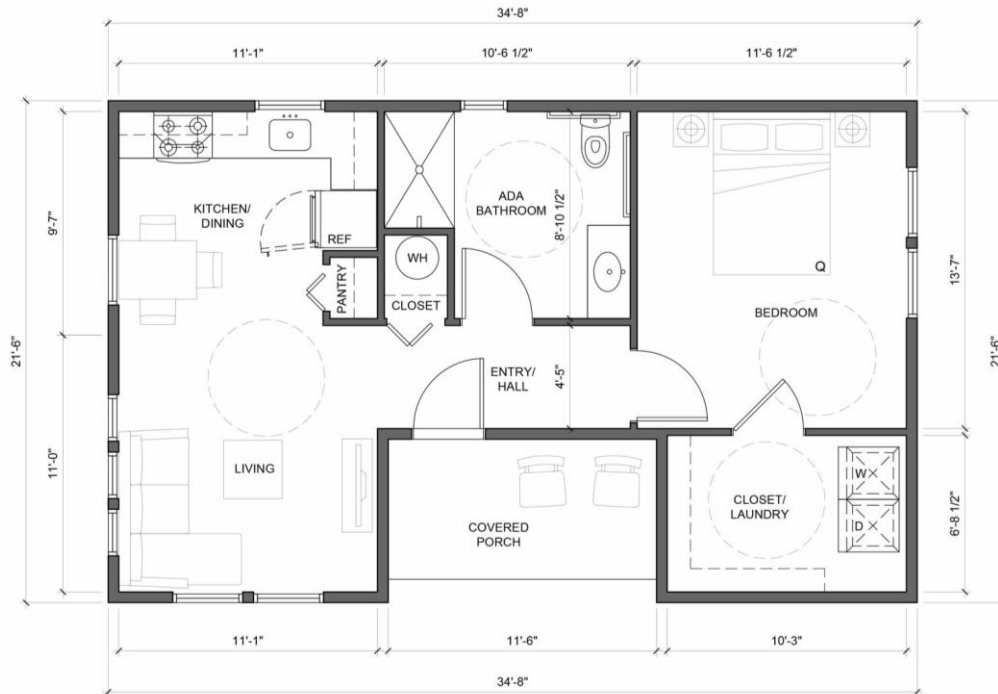


Source: Yavapai County website, accessed May 16, 2024, <https://www.yavapaiaz.gov/Development-and-Permits/Development-Services/Residential-Homes/A-Home-of-My-Own-Program>.

In Washington, King County keeps an applicant's plan on file if they are intending to build multiple houses with the same basic plan. This shortens review time. The County also does not charge a plan review fee.²⁰ This may be a more cost-effective alternative to the County producing its own plans.

In Leavenworth, Washington (Chelan County), one of the four pre-approved plans on the city website is ADA accessible. All plans are for dwelling units less than 1000 square feet.

Figure 6: Example of City of Leavenworth Pre-Approved Plan



SYNDICATE
Smith

FIRST FLOOR PLAN

0' 2' 4' 8'

Source: City of Leavenworth website, accessed July 1, 2024, <https://cityofleavenworth.com/your-city-hall/departments/community-development/planning/housing/pre-approved-housing-plans/>.

Adopting pre-approved plans across the state would spread the cost (and benefit) across a much larger area. At the time of writing, there are no states that currently have pre-approved plans at a state level.

Strong Towns, a community advocacy group, provides three recommendations to make pre-approved building plans effective in a community. For pre-approved plans to be successful, there must be inter-departmental communication during plan development. Everyone who "touches new development" at a county level must work together so that the plan aligns procedures with

²⁰ Sue Enger, "What's Not to Like? - Pre-Approved Plans Offer Faster Permitting, Cheaper Housing, Quality Design," Municipal Research and Services Center of Washington, accessed July 3, 2024, <https://mrsc.org/stay-informed/mrsc-insight/july-2014/what%E2%80%99s-not-to-like-%E2%80%93-pre-approved-plans-offer-fast>.

vision. Furthermore, the county must take responsibility to educate the public on available resources. Otherwise the plans will not be useful. Lastly, the plans themselves should be high quality, and reflect feedback from local builders and developers. This will spur community engagement and will also help ensure that the plans are consistent with the character of a community.²¹

Adaptive Reuse of Hotel/Motels

Small to mid-sized towns often host motels and hotels that have operated for years but are now struggling due to changes in the business cycle and consumer preferences. In 2023, hotel to multi-family conversions became the most common form of adaptive reuse in the country, accounting for 1/3rd of all adaptive reuse projects nationally.²² Across the country some locally owned “mom and pop” operations have found a second life as affordable multi-family housing units. Though media typically focuses on urban projects – such as Lattice, a new residential 184 micro-apartment building in Salt Lake City²³ – there are several case studies in rural and semi-urban areas in the Southwest. One example is Luna Lodge, in Albuquerque, New Mexico. Once a midcentury Route 66 motel, the Lodge has been transformed: 20 studios and 10 one-bedroom apartments can now be rented to members of the community.²⁴



Lattice Micro-apartment, Salt Lake City, UT,
multifamilyexecutive.com



Route 66 Motel in Kingman, AZ,
azcentral.com

²¹ Edward Erfurt and Lindsey Beckworth, “Say Yes to New Housing - Before Anyone Even Asks to Build It,” Strong Towns, accessed June 1, 2024, <https://www.strongtowns.org/journal/2023/10/27/pre-approved-building-plans>.

²²Quinn Purcell, “Hotels now account for over one-third of adaptive reuse projects,” *Building Design + Construction*, accessed June 12, 2024, <https://www.bdcnetwork.com/hotels-now-account-over-one-third-adaptive-reuse-projects>.

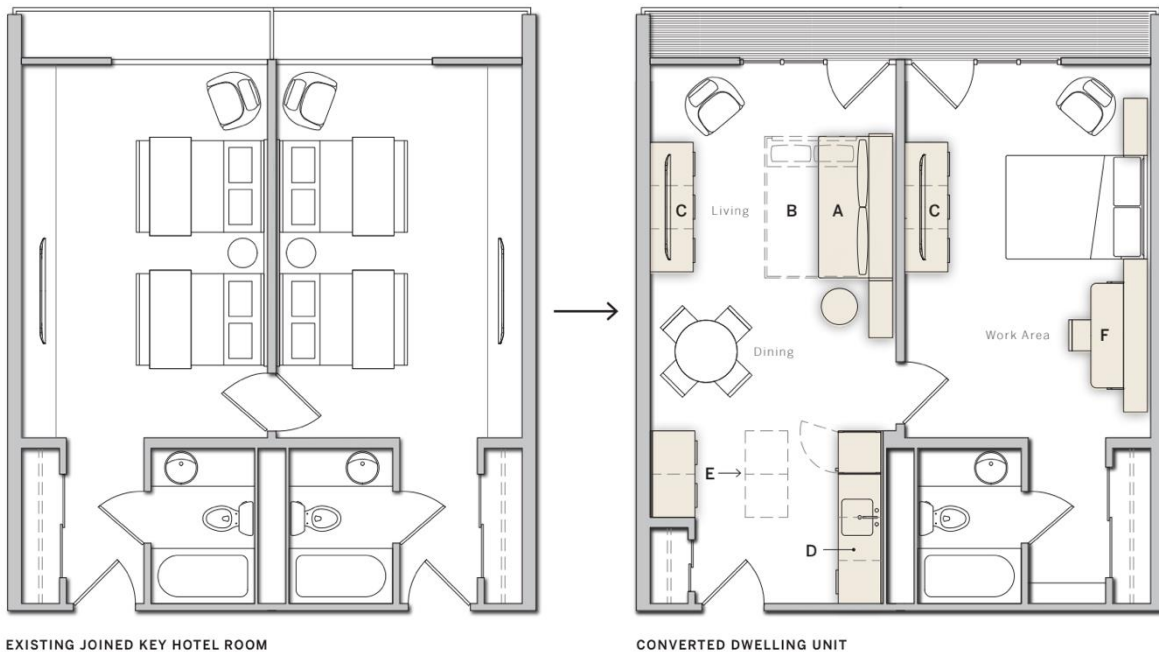
²³“Former Hotel Tower Becomes Micro-Apartments in Salt Lake City,” Multifamily Executive Magazine, accessed June 12, 2024, https://www.multifamilyexecutive.com/design-development/renovations/former-hotel-tower-becomes-micro-apartments-in-salt-lake-city_o#:~:text=In%20Salt%20Lake%20City%2C%20global%20residential%20brand%20Common,address%20the%20shortage%20of%20affordable%20urban%20living%20options.

²⁴ “Luna Lodge, Albuquerque, New Mexico,” Heroes of Adventure, accessed June 12, 2024, <https://heroesofadventure.com/listing/luna-lodge-albuquerque-new-mexico-usa/>.

Not too far away, Housing for Hope has just renovated a similar hotel in Kingman, Arizona – renamed “Joshua Tree Apartments.” To comply with grant requirements, the organization will be operating the property as a transitional housing program for five years, before the units can become permanent housing.²⁵

Figure 7: Example of 1 Bedroom Plan Dwelling Unit Conversion

TYPICAL 1 BEDROOM PLAN:
DWELLING UNIT CONVERSION | 655 SF



Source: Steinberg Hart website, *Converting Hotels to Housing*, accessed July 1, 2024, https://www.steinberghart.com/wp-content/uploads/2021/04/Steinberg-Hart_A-Guide-to-Converting-Hotels-to-Housing.pdf.

In practice, a motel/hotel unit is not unlike a high-density studio apartment, but zoning laws often make a conversion difficult. Transition typically requires the host city to reconfigure some zoning codes, as hotels/motels usually operate in commercial districts that often exclude or severely limit residential usage. Zoning regulations have a reasonable purpose, as planners and residents share an interest in keeping higher-impact building usages separate from low-density residential areas. However, districts have demonstrated that successful zoning transition with minimal negative impacts is possible, depending on the specific location of the motel/hotel.

This concept would be best suited in Blanding and Monticello, which each have a handful of inns and hotels close to the end of their usable life. These structures will likely fall into disrepair without significant remodeling effort, but this is hard to justify given the local lodging market. Current code may be an obstacle: Monticello’s zoning code excludes hotels/motels categorically

²⁵“Route 66 Motel in Kingman to become transitional housing,” The Arizona Republic, accessed June 12, 2024, <https://www.azcentral.com/story/news/local/arizona/2023/08/31/route-66-motel-in-kingman-to-become-transitional-housing-apartments/70720236007/>.

as a dwelling type and prohibits multi-family dwellings in the commercial zone.²⁶ Blanding's city code is more lenient and permits residential dwellings for conditional use in the commercial zone, under conditions that the property owner agrees to the predominate surrounding commercial use.²⁷

If managed appropriately, conversion of certain hotels/motels to multi-family dwellings could also supply housing for seasonal workforce in critical industries such as mining and the trades. Employers and residents emphasized these populations desperately need more housing options. Workers in certain industries are often forced to reside outside of the County, in places such as Cortez or Dove Creek, where the market rate housing market is more developed. Though commuting long distances is not ideal, some short- to mid-term residents lack proper housing altogether and are forced to hop from one RV park to another during their stay in the County.

Architectural design firm Steinberg Hart published a guide in 2021 titled "Converting Hotels to Housing" that may be helpful to reference (Figure 7). The document discusses important considerations for converting hotels into the following housing types: supportive housing, affordable housing, co-living spaces, multi-family, and senior/assisted living.

Conversion of Mobile/Manufactured Home Communities to High Density Detached Villages

Manufactured housing is one of the few remaining forms of non-subsidized affordable housing, or "naturally occurring" affordable housing (NOAH). Manufactured housing is also very common in San Juan County, accounting for 23.7% of dwelling units.²⁸ Though an exact count is difficult to approximate, there are at least 11 communities in Blanding and two in Monticello.²⁹ Manufactured housing could be promoted as a viable housing option in an environment where many bristle against government spending. To preserve existing communities, lands where manufactured houses are located should be protected against encroachment from other lower-intensity land uses.



Blanding Manufactured Homes, PC on-site visit, 2024.

²⁶ Monticello Zoning Code, § 10-6-2, accessed June 10, 2024, https://codelibrary.amlegal.com/codes/monticellout/latest/monticello_ut/0-0-0-3348.

²⁷ Blanding Zone Code, § 10.6A-5, accessed June 10, 2024, https://codelibrary.amlegal.com/codes/blandingut/latest/blanding_ut/0-0-0-2693.

²⁸ It is important to note that this figure includes units both in standard land-lease communities and those placed on privately owned lands, so this is not the same as saying that ___% of housing in San Juan County is within manufactured home parks.

²⁹ Based on unofficial PC count. There is no official tracking or tabulation of such properties by the County or cities.

*Blanding Manufactured Homes,
PC on-site visit, 2024.*



Despite their affordability, many manufactured units are at or near the end of their usable life. If this issue isn't addressed, these properties could slowly transform into clusters of blight. Perhaps there's a way to capitalize on the existence of these higher-density districts. Is there a more modern permutation of a manufactured home neighborhood concept? The benefit of preserving these neighborhoods and modifying zoning code is clear. Manufactured Housing Communities (MHCs) already have many existing elements required for dense and affordable housing (e.g.: zoning, water/sewer infrastructure, walkable location, etc.) Legal infrastructure may be the barrier to a "second act" for these communities. Changing code could make it possible for structures like stick built tiny homes or manufactured homes on foundations to be incorporated into these traditional MCHs.

Nominally, Monticello prohibits mobile home parks outside of the A1: Agriculture district but allows for density in line with multi-family dwellings, at a maximum of 8 units per acre.³⁰ The City does permit usage of small (or tiny) homes to on lots of at least 3,000 square feet but this size exceeds the standards of an average double wide (2,300 SF or less), let alone a single wide unit. Blanding goes a step further than other communities in the County, by enshrining manufactured housing within a distinct zoning district. It is worth noting that the "Mobile Home" district in Blanding accounts for 43 acres within city limits (3.5% of all standard zoned lands).³¹ Making the most of this space could have a significant impact.

Would replacing traditional manufactured homes with tiny homes create unforeseen problems in MHCs? Cities may be hesitant to welcome trendy or "novel" housing options that could arguably be better suited for vacationers than long term residents. Other communities in the West have asked these questions, while choosing to embrace the tiny home concept with prudence.

³⁰ Monticello Zoning Code, especially, §10-13-5. The City does allow for individual mobile homes in the R-2 district provided they are outfield with foundations and tie-downs.

³¹ Calculation excludes lands labeled as "right of way," open space, and open space BLM.

In Colorado, Durango City Council approved a motion in 2019 to annex 1.77 acres for the purpose of creating Escalante Village, a tiny home development.³² The village is now comprised of 24 homes that are unique but tastefully designed. The City and developers have ensured that Escalante Village truly functions as a legitimate affordable housing solution as many traditional manufactured housing communities have in the past. VRBOs and weekly rentals are strictly prohibited, and only three of the 24 homes are leased out as long-term rentals. Additionally, acknowledging that tiny homes do not provide as much storage as traditional manufactured homes, Escalante Village provides on-site storage for an additional monthly cost.³³

As an aside to this recommendation, all zoning code for both the County and the incorporated communities should be updated to reflect the current nomenclature of “manufactured housing” as opposed to “mobile homes.” From a strictly legal standpoint, all factory assembled housing built since 1976 is actually “manufactured” housing rather than “mobile” due to changes in HUD building specifications.³⁴ More than just semantic nit-picking, the terminology is important for allowing other aptly named housing types to inherit the space currently carved out for mobile home dwellings.

Mutual Self-Help Housing for Low-Income Households

Self-help programs have been popular in locations such as Price. Under the guidance of a Construction Supervisor, qualified participants in Price are given the chance to build their own home. Because program participants work together to build their respective homes, the program only requires a commitment of 17 hours a week. No prior construction experience is required.

These programs can be valuable tools to increase owner-occupied housing units and foster a sense of community camaraderie and personal investment, but they are unfortunately difficult to implement large scale, as they require heavily involved leadership and relationship building.³⁵

OPTIONS FOR NAVAJO COMMUNITIES

Any significant changes in Navajo Country will necessarily come from within Navajo Country, but San Juan County can assist in this effort by making the following suggestions, and by offering support and facilitation wherever possible. *Beyond mere financial help, skill building, and network sharing are crucial—yet often overlooked—forms of support.*

Listening Sessions

When PC interacted with hundreds of Navajo community members, a common sentiment shared was that “just listening would go a long way.” Though it’s hard to quantify the value of listening, it’s particularly necessary in an environment where communication hasn’t historically been strong. County and City leaders may find that traveling to Navajo Country to personally see and

³² “Durango to annex tiny home village,” Durango Herald, accessed June 10, 2024, <https://www.durangoherald.com/articles/durango-to-annex-tiny-home-village/>.

³³ “Resources,” Escalante Village, accessed June 2024, <https://escalantevillage.com/resources>.

³⁴ “HUD Manufactured Housing Construction and Safety Standards,” Manufactured Housing Institute, accessed June 10, 2024, <https://www.manufacturedhousing.org/news/hud-manufactured-housing-construction-and-safety-standards/>.

³⁵ Mutual Self-Help Construction Housing Program, Southeastern Utah Association of Local Governments, accessed June 10, 2024, <https://seualg.utah.gov/wp-content/uploads/2023/03/Mutual-Self-Help-Construction-1.pdf>.

experience the day-to-day life of tribal members—rather than simply inviting members to Blanding and Monticello—may significantly strengthen relationships.

Whether true or not, the perception of Navajo members in the southern portion of the County is that the County leadership does not care about them. Most can recall specific circumstances where funds for community development never showed up or were promised and later revoked. In-person sessions in Navajo Country could provide an opportunity for County leadership to explain these situations, and perhaps gain new information about current funding needs.



PC Townhall in San Juan County, 2024.

Non-Profit Capacity Building

Navajo Chapter Houses manage all essential functions of the tribe and all funds distributed via the Navajo Nation. Though there is convenience and efficiency in having a center-point where tribal members know where to receive services, having a single organization responsible for all projects and all funding can result in over-centralization and a lack of responsiveness. The financial management process of the Navajo Nation creates an additional challenge, as any funds passed through Chapter Houses are subject to approvals and scrutiny of the Navajo Nation. *Utah Chapters of the Navajo Nation are sorely in need of an independent, community-led organization to manage funds and solve problems for over 6,000 members.* The County could lay a foundation for such an organization by providing limited funds for development.

Tribal members report that non-profits from across the country are involved in Navajo projects, but none of them have a long-term vested interest in Navajo Country. Despite this reality, the time to capitalize on non-profit interests has never been better. The Biden Administration has made a focused effort to promote economic development among tribes by allocating \$4.6 billion overall for the FY25 budget. This includes including \$1.1 billion in HUD funding for housing projects.³⁶ Beyond federal funds, tribal members report that there are countless smaller non-profits managing private and federal funds to serve Navajo communities. As noted above, they typically don't stay long and often fail to demonstrate a long-term vested interest in the community.

Facing similar challenges on other reservations in the West, several tribal leaders have organized native-owned community development financial institutions (CDFIs). The Nimiipuu Fund is one example, initiated by members of the Nez Perce tribe in 2018. Leveraging federal and local resources, the Nimiipuu Fund has expanded and now manages \$1.7 million in assets while serving hundreds of previously unbanked Nez Perce members.³⁷ Just over the state border in

³⁶ "Biden-Harris Administration Support for Indian Country Continues Through Increased Investments," Bureau of Indian Affairs, accessed June 1, 2024, <https://www.bia.gov/news/biden-harris-administration-support-indian-country-continues-through-increased-investments>.

³⁷ 2022 Annual Report, Nimiipuu Community Development Fund, accessed June 20, 2024, <https://nimiipuufund.org/wp-content/uploads/2023/05/NimiipuuFund-Annual-Report-2022-digital.pdf>.

Eastern Oregon, Nixyaawii Community Financial Services (NCFS) sprung from the Confederated Tribe of Umatilla Indians (CTUIR). These organizations primarily aim to keep wealth local and help members gain financial literacy, but they also take on side projects such as business Incubators, and home buyer education initiatives.

Elder Care Facility in Navajo Country

There are no Elder Care facilities within Navajo territory on the Utah side of the border. Though perhaps not feasible to enable such facilities in every Chapter, a centralized location on the Utah side of the border would serve one of the biggest needs of the Navajo communities. This could also provide a boost to economic development in that more community members could be freed up for employment, who are currently providing full-time Elder care.

UNIQUE REGIONAL APPLICATIONS

The body of this report largely addresses the quantitative and qualitative aspects of each unique community in San Juan County. There is a strong thrust of unique recommendations for each community beyond those mentioned in this section. Those that are touched on are mentioned here to ensure all recommendations related material all lives in the same place in the document.

Spanish Valley

- Zoning code enforcement should be increased to improve haphazard zoning issues
- Development of a town core, or community hub would be beneficial
- Needs to focus on creating “cohesion” as a community, separate from Moab
- Influx of short-term rentals should be monitored

La Sal

- Increasing workforce housing opportunities for area mine workers should be a primary focus

Blanding

- Address vacancy (or reported/perceived) vacancy of homes

Bluff

- Increase workforce housing opportunities, specifically for Navajo populations who are currently commuting into the community

Monticello

- Commercial development and increased amenities should be pursued, specifically commercial development that makes sense in low-population environment
- More workforce housing would benefit local business owners, who are looking to hire but cannot find enough labor
- Blighted areas and vacant commercial properties on Highway 191 should be high priority

Navajo Nation

- Discuss ways to improve the quality and delivery of utility services
- Create more incentives for Chapter House leadership to pursue grant funding with the State of Utah or other non-profit sources
- Address maintenance issues in “cluster style” housing developments to increase desirability
- Investigate ways to alleviate stress within the Homesite Lease application process
- Improve the quality and quantity of dialogue between Navajo Nation and the County

GAPS & BARRIERS ANALYSIS

Renter Challenges

Table 5 summarizes key statistics on home cost-burden for the region compared to Utah and the nation, while the series of charts (Figures 8-15) provide more detail by various income levels and housing situations.

The statistics used for the affordability analysis are derived from a mix of data sources, including American Community Survey (ACS) 5-year, which averages data from 2018 to 2022, and US Housing and Urban Development (HUD) 2016-20. Given the drastic changes in both home costs and wages between 2020-2022, it would be preferable to use more recent statistics. Unfortunately, however, these are the best data available for small geographic regions.

Firstly, some level of explanation is required on how government agencies classify cost-burden by household.

- Severely cost-burdened means households that spend 50%, or higher of their household income on housing costs³⁸
- Cost-burdened means households that spend between 30-50% of their household income on housing costs

Table 5 shows that, overall, households in San Juan County are less cost-burdened than state or national averages. Only 22% of households in the County are cost-burdened or severely cost-burdened, compared to 43% of households in Utah, and 46% of households in the US. It should be noted that Blanding has a higher percentage of households that are cost-burdened than the rest of the County, and the percentage of households that are severely cost-burdened aligns with the percentage state-wide.

Table 5: Renters’ Housing Cost Burden by Region

Region	Number of Households	Severely Cost-Burdened	Cost-Burdened	Severely or Cost-Burdened	Not Cost-Burdened
Monticello	179	8.4%	0.0%	8.4%	72.1%
Blanding	283	19.4%	16.6%	36.0%	47.7%
San Juan County	903	9.5%	12.5%	22.0%	53.0%
Utah	311,167	19.3%	24.2%	43.5%	51.1%
United States	44,238,593	23.3%	23.2%	46.4%	46.6%

Source: American Community Survey, 2022 5-Year Estimates, Table B25070

Several other data sources measure affordability issues by various area median income (AMI) levels. Note that since these are from an older dataset, the number of renters may be slightly out of date. Figures 8-10 display the three cost-burdened categories according to five AMI levels, which include:

³⁸ By HUD definitions, “housing costs” include just rent or mortgage but not utilities such as water, sewer, refuse removal, and internet, which are generally excluded from rental costs in most leases. In short, if the amounts households pay to other housing-related costs were included the cost-burdened statistics would be driven even higher than what is published here.

- Extremely low-income: less than 30% of AMI
- Very low-income: 30 to 50% of AMI
- Low-income: 50 to 80% of AMI
- Moderate income: 80 to 100% of AMI
- Above median income: 100%+ of AMI

As of 2022, the area median income for the County was \$52,000.³⁹

Not surprisingly, the lowest income cohorts are the most likely to be cost-burdened. In the County, 37% of the lowest income renting households are severely cost-burdened. Of the cohorts that are considered low-income and below (households with an income of less than \$41,700), less than half of renters are cost burdened. Those that are cost-burdened are more likely to be severely cost-burdened. This is true in Monticello and Blanding, and across the County.

Figure 8: San Juan County Renters’ Housing Cost Burden by Income Level*

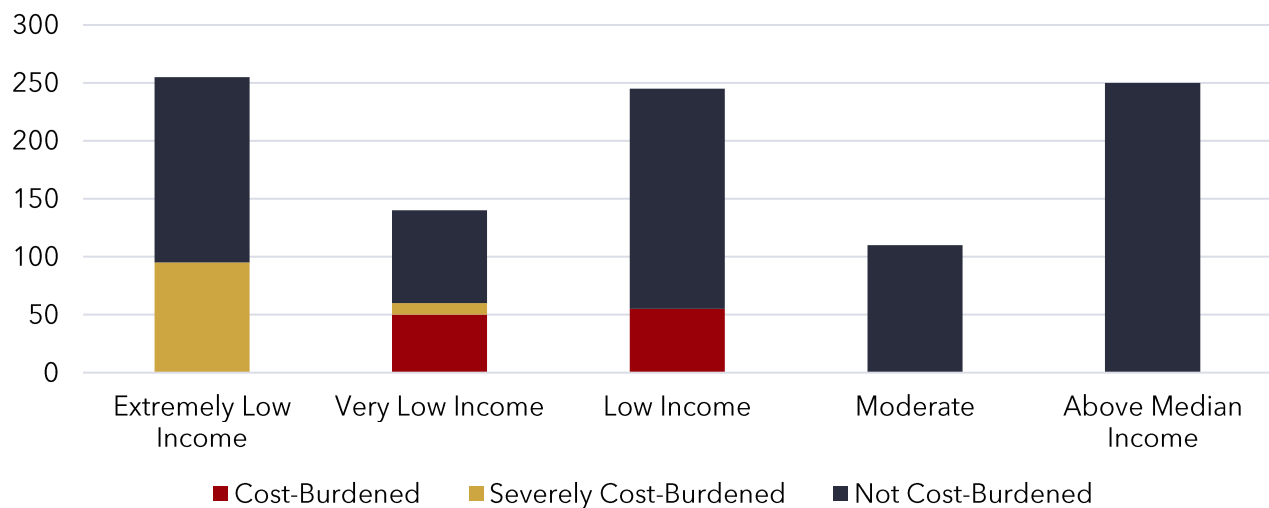
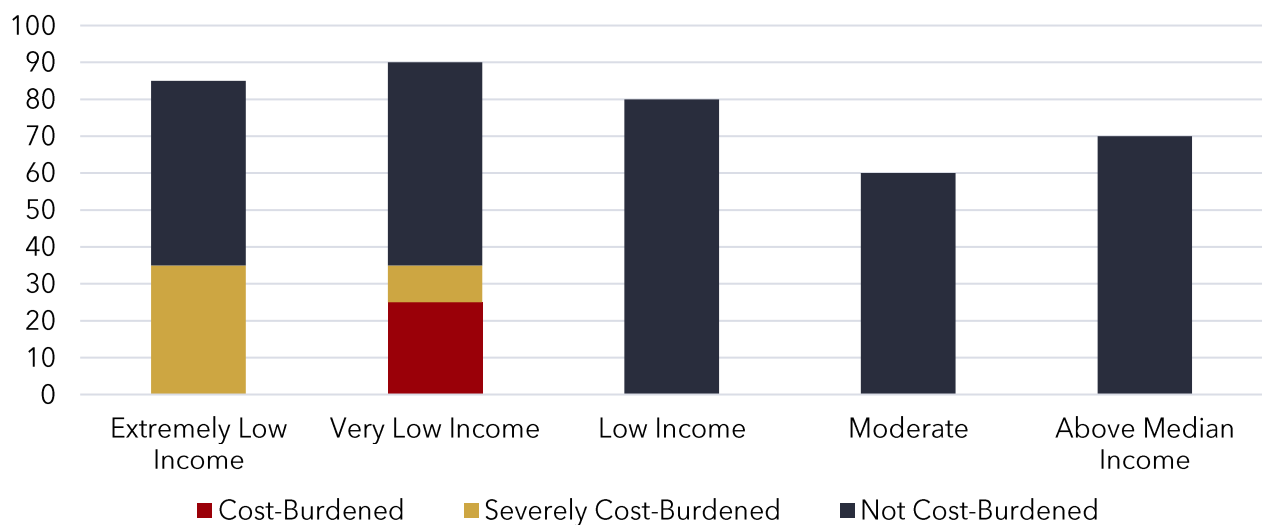


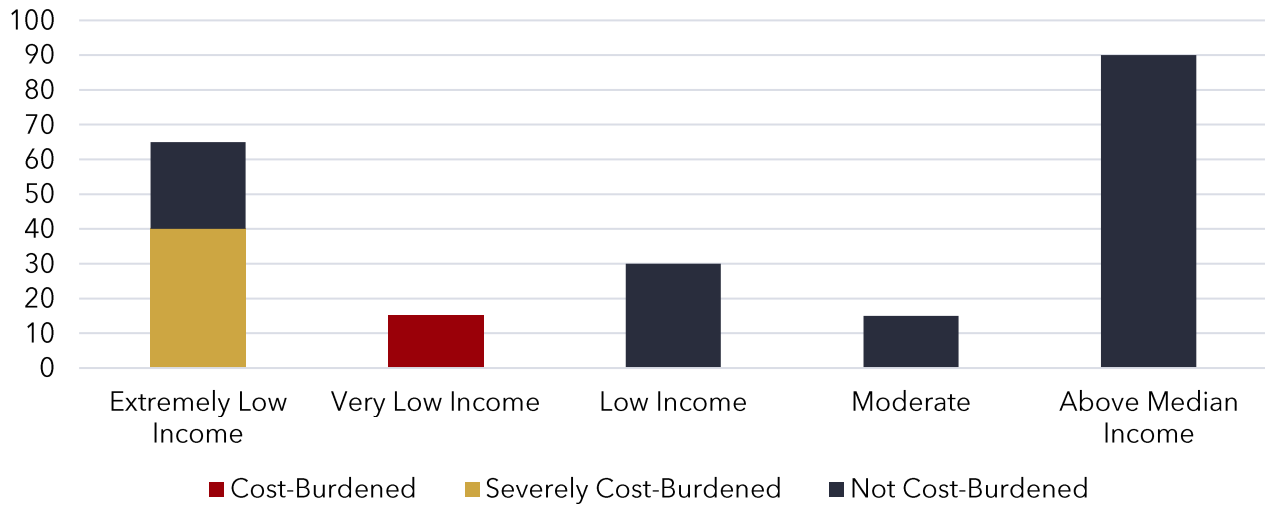
Figure 9: Blanding Renters’ Housing Cost Burden by Income Level*



*Source: Housing & Urban Development Comprehensive Housing Affordability Strategy Data, Table 7, 2016-2020

³⁹ American Community Survey, 2022 5-Year Estimates, Table S190.

Figure 10: Monticello Renters' Housing Cost Burden by Income Level



Source: Housing & Urban Development Comprehensive Housing Affordability Strategy Data, Table 7, 2016-2020

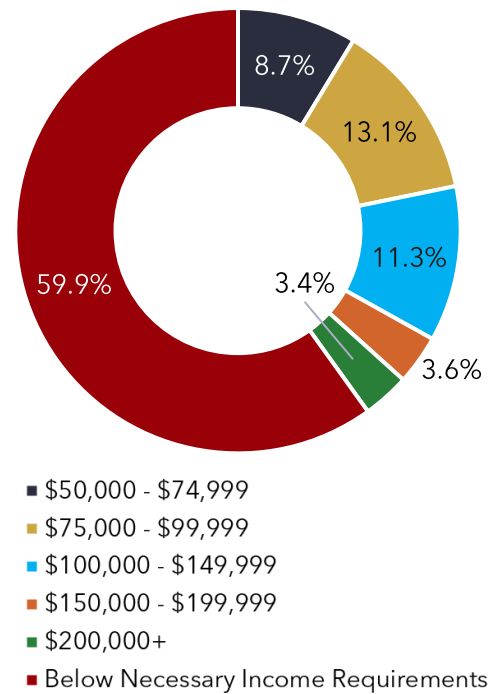
Home Ownership Challenges

There are also many cost-burdened homeowners. Such households face the risk of foreclosure, losing what is likely their greatest financial asset. In fact, 5.7% of homeowners in San Juan County are severely cost-burdened and another 7.1% are cost-burdened to a lesser degree. The statistics are similar in Blanding and Monticello, where 12.6% and 9.4% of homeowners are cost-burdened, and 7.8% and 3.4% are severely cost-burdened, respectively.

The prior statistics may include many homeowners who could have purchased years ago when home prices were lower. The situation is more foreboding among households who are looking to purchase a new home. PC developed estimates using current income levels, home price levels in the County as of March 2024, and average current mortgage rates as of April 2024. Assuming households possess an average credit rating on a conventional 30-year mortgage, most households are sidelined when it comes to purchasing a home.

Affording the mortgage for an average-valued home would require \$62.5K in household income. As shown in Figure 11, this excludes about 60% of households in the County, along with nearly 50% of households in Monticello and 50% of households in Blanding. In these three markets, all the households in the income brackets above \$75K can afford an average-priced home in the County. Because of this, these income brackets are combined in the chart. The situation is worse in Spanish Valley, where it is estimated that 80% of households cannot afford a mortgage on an average-priced home.

Figure 11: Households that Can Afford to Buy an Average-Priced Home in San Juan County



Source: Points Consulting using Esri Business Analyst, Zillow, and Realtor.com, 2024

PC also estimated the affordability of homes in Bluff. A different data source had to be used, though, because the Zillow Home Value Index (ZHVI) was not available. Instead, we used Esri's median home value which is not the same as ZHVI, but a close approximation. By this measure, 67% of residents in Bluff are unable to afford an average-priced home, shown in Figure 15. While all income cohorts earning above \$100K can afford a home in the area, it is important to note that sources report no households earning that level of income. This highlights the income inequality that exists between the North and South of the County.

Figure 12: Households that Can Afford to Buy and Average-Priced Home in Monticello

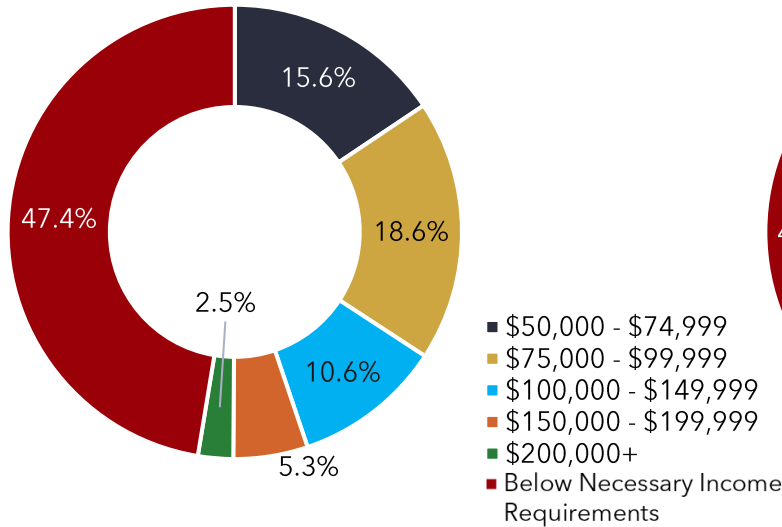


Figure 13: Households that Can Afford to Buy an Average-Priced Home in Blanding

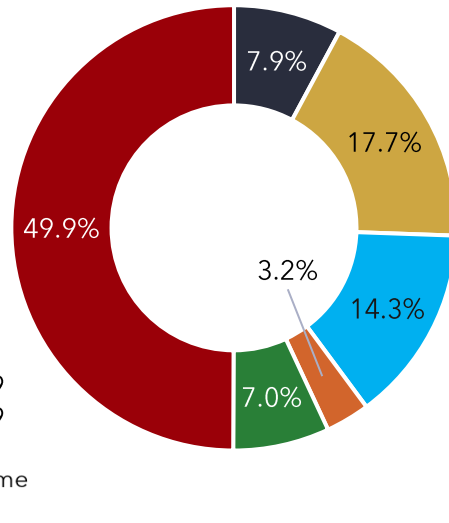


Figure 14: Households that Can Afford to Buy an Average-Priced Home in Spanish Valley

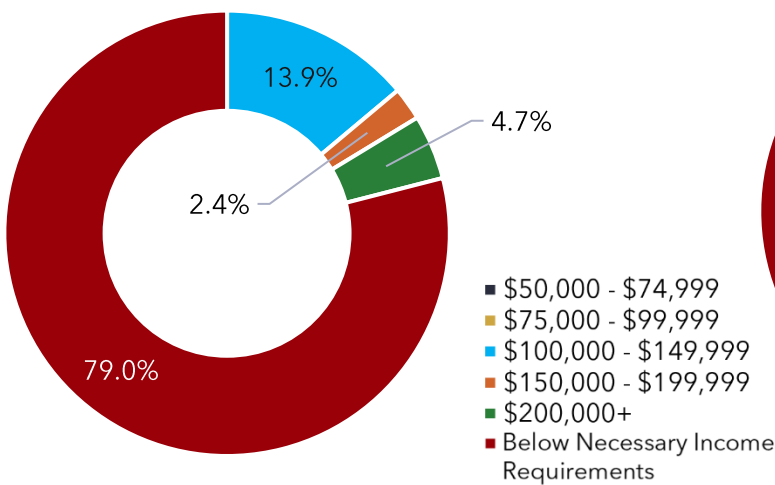
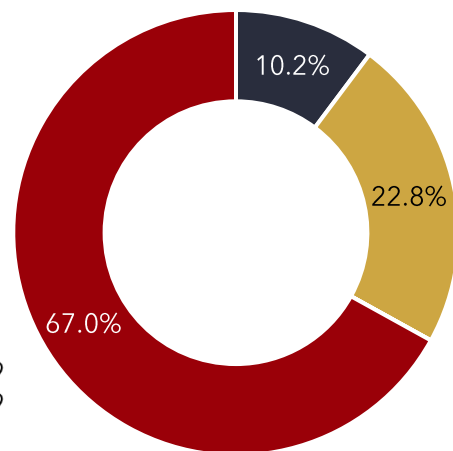


Figure 15: Households that Can Afford to Buy an Average-Priced Home in Bluff



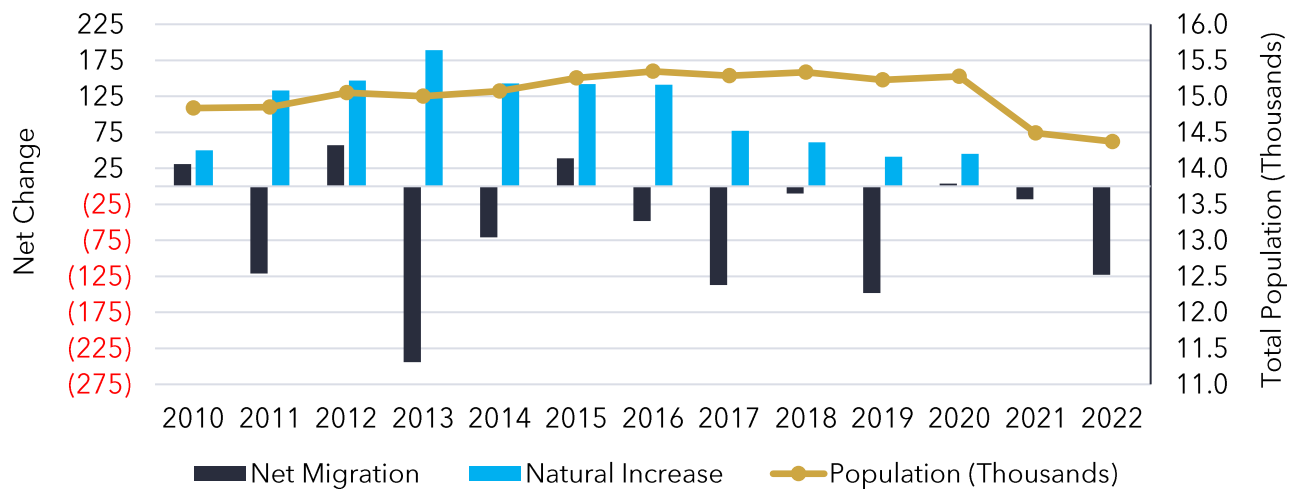
Source: Points Consulting using Esri Business Analyst, Zillow, and Realtor.com, 2024

SAN JUAN COUNTY SUMMARY

Demographic & Socioeconomic Trends

The population of San Juan County has decreased overall by 680 people in the past decade. Much of that population loss occurred between 2020 and 2021 alone, with a population decrease of 790. The loss in population is due to negative net migration, more people moving out than moving in. However, it is notable that for every year in the past twelve (where data is available), the County has seen a positive (though declining) natural increase in population, more births than deaths. This is counter to national trends, and a positive point for San Juan County.

Figure 16: Sources of Population Change in San Juan County, 2010-2022



Source: US Census Bureau, Population and Housing Unit Estimates, 2022

Most migration in and out of the County from 2016 to 2020 was from within Utah, or the neighboring states of Arizona, New Mexico, Colorado, and Nevada. The two notable exceptions are the 31 people that moved from the region of Buffalo, New York and the 49 people that moved to the Indianapolis area.

Table 6: San Juan County Top 10 In & Out Migration Counties, 2016-2020

Positive Net Migration From		Negative Net Migration To	
Uintah County, UT (Vernal)	+59	Iron County, UT (Cedar City)	(68)
Morgan County, UT (Morgan)	+44	Marion County, IN (Indianapolis)	(49)
San Juan County, NM (Farmington)	+43	Sanpete County, UT (Ephraim)	(22)
Salt Lake County, UT (Salt Lake City)	+31	Utah County, UT (Provo)	(18)
Erie County, NY (Buffalo)	+31	Washington County, UT (St. George)	(16)
Montrose County, CO (Montrose)	+25	Mesa County, CO (Grand Junction)	(14)
Clark County, NV (Las Vegas)	+23	Tooele County, UT (Tooele City)	(13)
Weber County, UT (Ogden)	+22	Grand County, UT (Moab City)	(9)
Coconino County, AZ (Flagstaff)	+22	Richmond County, GA (Augusta City)	(5)
Page County, VA (Luray)	+18	Juneau City and Borough, AK (Juneau City)	(4)

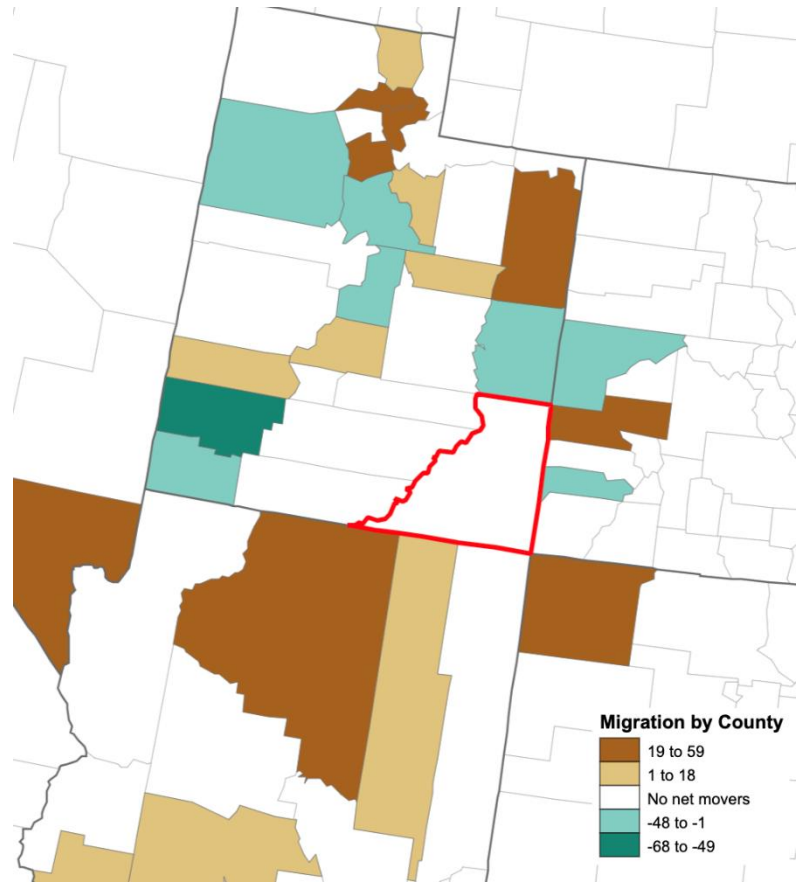
Source: Census Flow Mapper, U.S. Census Bureau 2016-2020 5-year American Community Survey

Figure 17: San Juan County In and Out Migration Trends

Commuter & Transportation Data

The Utah Department of Transportation (UDOT) tracks traffic patterns at certain intersection points throughout the state. The data are useful for transportation and infrastructure planning purposes but also provide a useful metric for mobility and therefore the viability of residential and commercial developments. The technical measure of vehicles per day in the transportation industry is Annual Average Daily Traffic, or AADTs, for short.

The map in Figures 18-21 show four key locations within the County. These are some of the most heavily trafficked areas in the County. As a general rule, routes farther south in the County have lower traffic counts. Figure 18 shows the stretch of road with the highest traffic count in the County, the section of Highway 191 running between Moab and Spanish Valley. This segment had an AADT of 7,800 in 2019.



Source: Census Flow Mapper, U.S. Census Bureau 2016-2020 5-year American Community Survey

Figure 18: AADT Count between Moab and Spanish Valley*



Source: Points Consulting using data from Utah Department of Transportation and ArcGIS Earth

Figure 19: AADT Count North of Monticello*



Figure 19 shows AADT on Highway 191 north of Monticello, this segment of road had an AADT of 4,700 in 2019.

Figure 20 shows AADT on Highway 191 east of Monticello, this segment of road had an AADT of 3,300 in 2019. Lastly, Figure 21 shows AADT on Highway 191 north of Blanding. Traffic counts once again drop going south, as this segment of the highway had an AADT of 3,700 in 2019.

Figure 20: AADT Count East of Monticello*



Figure 21: AADT Count North of Blanding*



* Source: Points Consulting using data from Utah Department of Transportation and ArcGIS Earth

Tables 7-8 and Figures 22-23 show commuter data for the County. Many County workers live within the County, with the notable exceptions of the 3.0% who live in Moab and 1.3% who live in Cortez. However, a greater percentage of County residents travel outside the County for work: 8.2% to Moab, 2.4% to Salt Lake City (likely remote workers), 1.5% to Grand Junction, and 1.1% to Draper City.

Table 7: Where Workers Live Who are Employed in San Juan County

City/Place	Count	Share
Blanding City, UT	660	28.6%
Monticello City, UT	143	6.2%
Moab City, UT	69	3.0%
Bluff Town, UT	48	2.1%
Spanish Valley CDP, UT	40	1.7%
White Mesa CDP, UT	36	1.6%
Cortez City, CO	29	1.3%
Aneth CDP, UT	24	1.0%
Navajo Mountain CDP, UT	24	1.0%
La Sal CDP, UT	23	1.0%
All Other Locations	1,210	52.5%

Source: U.S. Census Bureau, On-the-Map, 2021

Table 8: Where Workers are Employed who Live in San Juan County

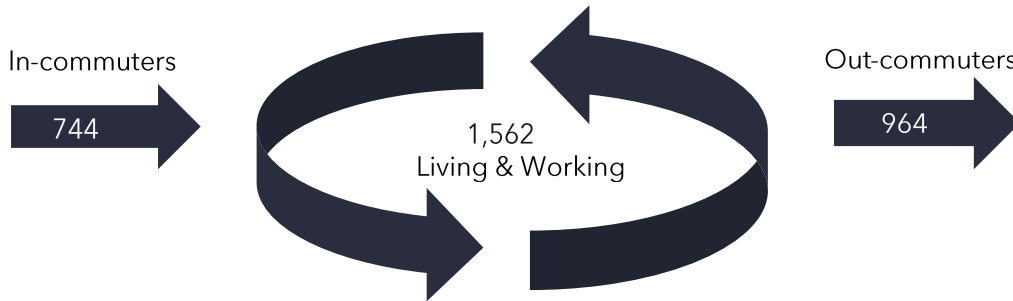
City/Place	Count	Share
Blanding City, UT	684	27.1%
Montezuma Creek CDP, UT	211	8.4%
Moab City, UT	208	8.2%
Monticello City, UT	185	7.3%
Oljato-Monument Valley CDP, UT	87	3.4%

Bluff Town, UT	75	3.0%
Spanish Valley CDP, UT	62	2.5%
Salt Lake City, UT	60	2.4%
Grand Junction City, CO	38	1.5%
Draper City, UT	28	1.1%
All Other Locations	888	35.2%

Source: U.S. Census Bureau, On-the-Map, 2021

Figure 22 further reinforces that the County has a comparatively high number of residents commuting outside the County for work.

Figure 22: Commuter Inflow and Outflow from San Juan County



Source: U.S. Census Bureau American Community Survey, OnTheMap, 2021

Figure 23: San Juan County Employee Commute Radius

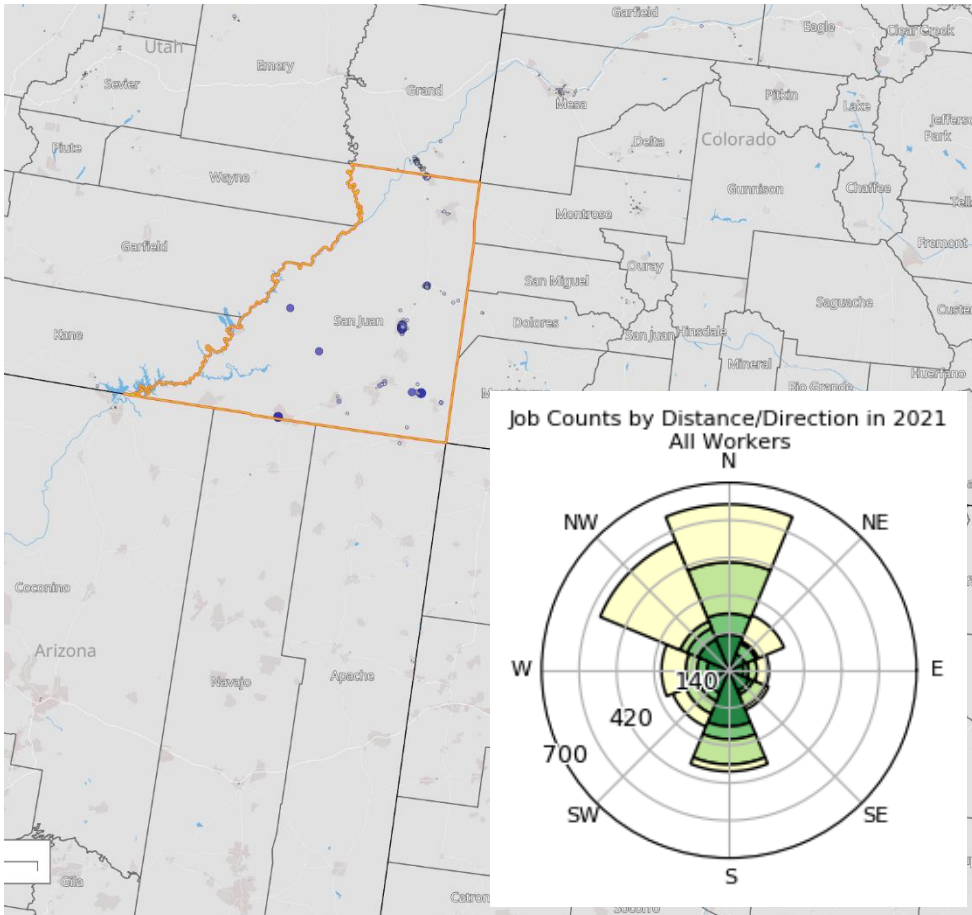


Figure 23 shows employment locations of workers living in the County. Most workers are commuting north for their employment.

Source: U.S. Census Bureau American Community Survey, OnTheMap, 2021

Economic Drivers

Labor Force, Earnings, and Establishments

In recent years, labor force indicators in San Juan County have stagnated. Only wage growth has seen a significant increase since 2012, with wages beginning to accelerate after 2020. This comes at a time when the state of Utah has seen very strong growth in employment, establishments, and wages compared to the national average. San Juan is not alone though. Grand County is the only county in the Southeastern Utah Economic Development District (SEUEDD) that has seen similar trajectories as Utah and the nation. It's also notable that Utah saw the lowest annual rate of unemployment in 2020, relative to the nation and the SEUEDD, while San Juan County had the highest rate of unemployment at 10.5%.

To be specific, the County is still lagging in employment terms with fewer people employed in 2022 than in 2019, before the COVID pandemic. Carbon County also lags, while Emery County (coming out of a slump from 2024 to 2020) has recently seen some employment growth. As of 2022, there are about the same number of private establishments in the County as there were in 2012, showing economic stagnation. A positive indicator is wage growth, which has recently begun to follow the same upward trend as Utah and the nation. In the SEUEDD, San Juan takes second place with wage growth, again trailing Grand County.

Figure 24: Annual Employment Growth Rate, 2012-2022*

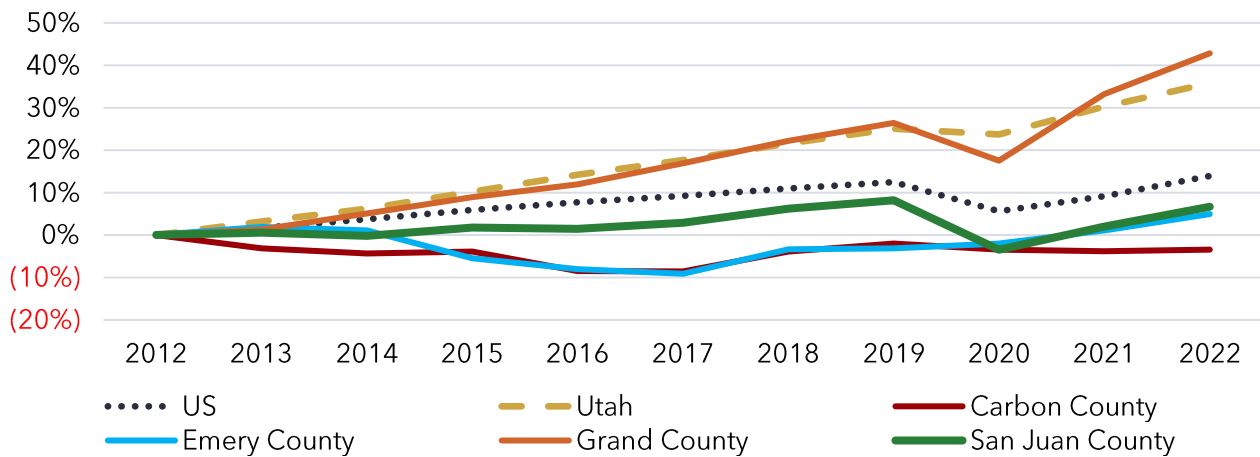
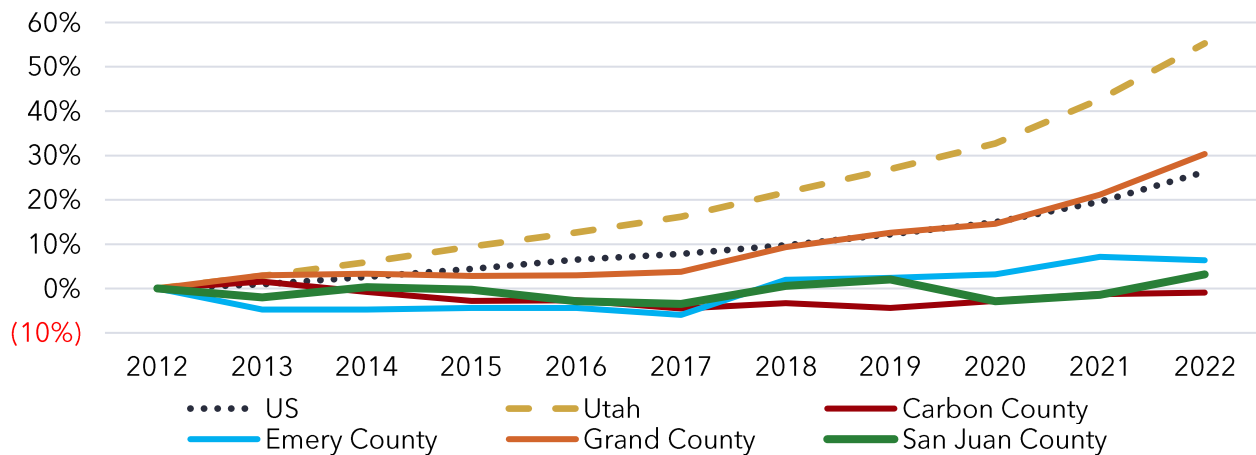
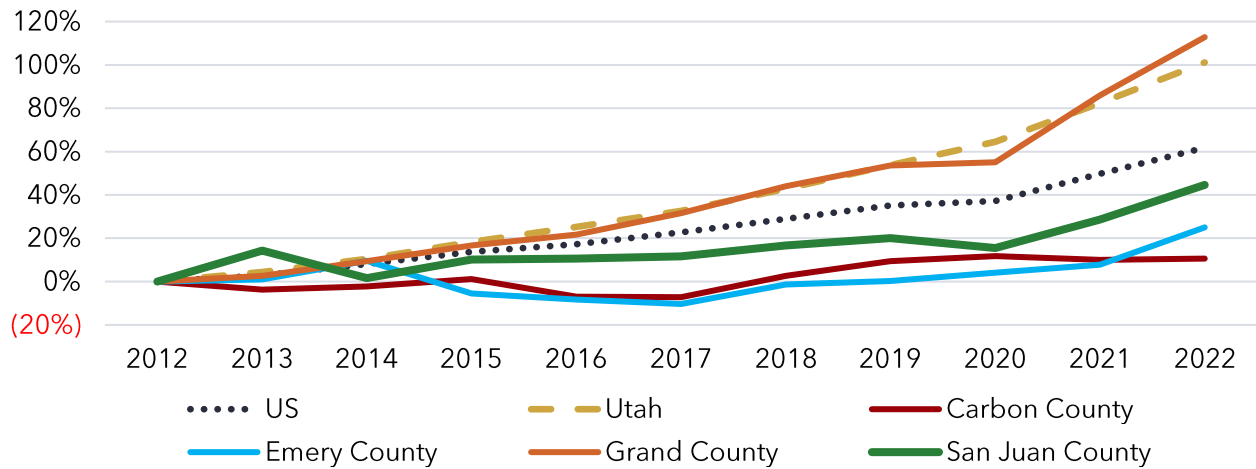


Figure 25: Annual Establishment Growth Rate, 2012-2022*



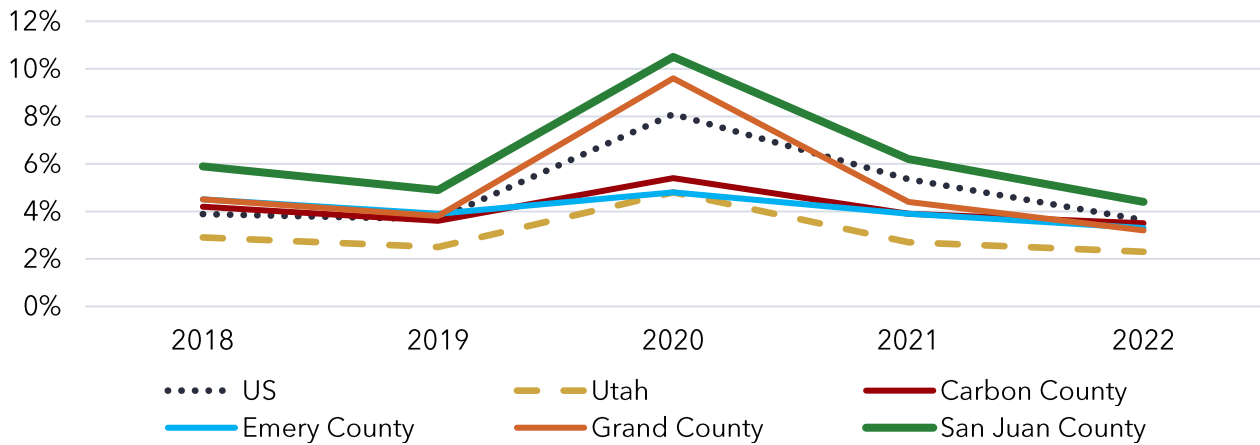
Source: US Bureau of Labor Statistics, Quarterly Census of Employment and Wages, 2012-2022

Figure 26: Annual Wage Growth Rate, 2012-2022



Source: US Bureau of Labor Statistics, Quarterly Census of Employment and Wages, 2012-2022

Figure 27: Annual Rate of Unemployment, 2018-2022



Source: US Bureau of Labor Statistics, Local Area Unemployment Statistics, 2018-2022

According to a 2022 report produced by Zions Public Finance, the County has significant sales leakage. Leakage is an economic term for sales lost to other communities. The County is capturing less than 50% of residential sales, which is notably low and less than its “fair share” of retail sales. The following industries are performing well in the County: Gasoline Stations (256% capture rate); Museums, Historical Sites, and Similar Institutions (135% capture rate); and Accommodations (169% capture rate). The state average is 100% and anything above 100% exceeds that state average. However, the following retail categories show significant sales leakages: Motor Vehicle and Parts Dealers; General Merchandise Stores, Food Services and Drinking Places; and Building Material and Garden Equipment Supplies Dealers. Those four industries had a combined sales leakage of over \$63M in 2021. The \$7.5M in leakage from Building Materials and Garden Equipment Supplies Dealers is particularly notable, as increased cost of building materials will increase housing costs.⁴⁰

⁴⁰ “San Juan County Sales Leakage Analysis,” Zions Public Finance, April, 2022.

Employment and Earnings by Industry

As of 2023, the Educational Services industry (which includes workers who provide instruction and training in schools, colleges, universities, and training centers) has emerged as the largest employer. It constitutes a considerable proportion of the total employment in the area with just over 1,000 individuals employed (18.0%). Following Educational Services is Health Care/Social Assistance, and Construction.

In terms of Location Quotients (LQs), the Mining/Quarrying/Oil & Gas industry commands the highest value, boasting an LQ of 7.75, indicating a strong concentration relative to the national average. On the other hand, the Real Estate/Rental/Leasing and Finance/Insurance industries register the lowest LQs (excluding Management of Companies with zero workers employed) at 0.11 and 0.08 respectively, suggesting a relatively weaker presence compared to the national average.

The Mining/Quarrying/Oil & Gas industry does have the highest LQ in the county. However, it may potentially be underestimated. Lisbon Valley Copper Corp has a copper mine in the County, possibly employing around 150 workers. These employment numbers are likely included in the manufacturing industry, though, as Lisbon Valley produces copper cathode rather than strictly mining copper.⁴¹ Most of the employment in the industry is likely covered by Energy Fuels in Blanding where it operates its White Mesa Mill, mining uranium. Energy Fuels reports that it employs 150 workers at full operation.⁴²

It's unique that Educational Services is the top industry in the County, as communities with smaller towns typically draw in more blue-collar professionals working in the Construction and Manufacturing industries. Professions requiring a college diploma tend to congregate in more urban areas, so it isn't shocking that many industries (Management of Companies, Real Estate, Finance, etc.) are sparsely represented. Nonetheless, a potential factor of the Educational Services industry may be the new Technical Education Building that opened in the Fall of 2023 at Utah State University in Blanding.⁴³ The addition of this building, and a Women in Welding workshop, is creating opportunities for women to enter the trades, which also happen to be top industries in the County.

Table 9: San Juan County Employment by Industry, 2023

Industry	Employed	Percent	LQ
Educational Services	1,044	18.0%	1.96
Health Care/Social Assistance	948	16.4%	1.21
Construction	602	10.4%	1.49
Manufacturing	527	9.1%	0.91
Accommodation/Food Services	469	8.1%	1.21
Public Administration	447	7.7%	1.64
Retail Trade	381	6.6%	0.63
Transportation/Warehousing	305	5.3%	0.96
Arts/Entertainment/Recreation	284	4.9%	2.23

⁴¹ Lisbon Valley Copper Corp, "Operations Overview," <https://lisbonmine.com/>.

⁴² Energy Fuels, "White Mesa Mill," <https://www.energyfuels.com/white-mesa-mill>.

⁴³ David Condos, "USU's expanded welding program is opening the door for more women in the trades," accessed June 1, 2024, <https://www.kuer.org/business-economy/2023-11-06/usus-expanded-welding-program-is-opening-the-door-for-more-women-in-the-trades>.

Mining/Quarrying/Oil & Gas	182	3.1%	7.75
Other Services (Excluding Public)	155	2.7%	0.57
Admin/Support/Waste Management	131	2.3%	0.52
Professional/Scientific/Tech	91	1.6%	0.19
Agriculture/Forestry/Fishing	65	1.1%	1.00
Wholesale Trade	66	1.1%	0.58
Utilities	28	0.5%	0.62
Information	23	0.4%	0.21
Finance/Insurance	25	0.4%	0.08
Real Estate/Rental/Leasing	13	0.2%	0.11
Management of Companies	0	0.0%	0.00
Total	5,786	100.0%	-

Source: Esri Business Analyst, 2023

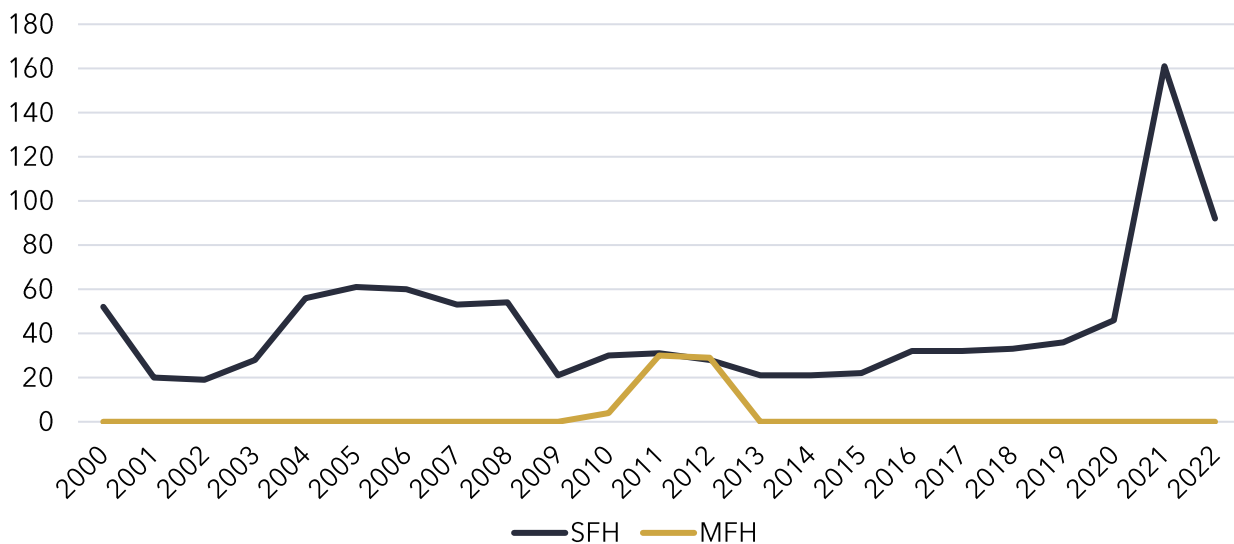
Housing Trends

New Housing Production

Figures 28 and 29 show annual housing permits in San Juan County. Building permits are a helpful data point in assessing new housing production. While the year in which a permit was issued is not necessarily the same year in which a house was built, it gives a helpful view of the health of the housing market. Perhaps the most notable element of the two charts is the overwhelming lack of permits issued for multi-family housing. From 2010 to 2012 a total of 63 multi-family housing permits were issued in the County, most of which appear to be in Blanding.

While the decreases in issued permits roughly follow national economic trends (see the dip in 2009 following the recession), the permits do not seem to increase during periods of national economic prosperity. At a national level, we do see total permits trend upward in these periods. For example, many areas in the US did see an increase in building permits issued between 2016 and 2018. However, the County did not experience a similar boost. Interestingly, there was a significant increase in building permits in 2021 (250% from 2020).

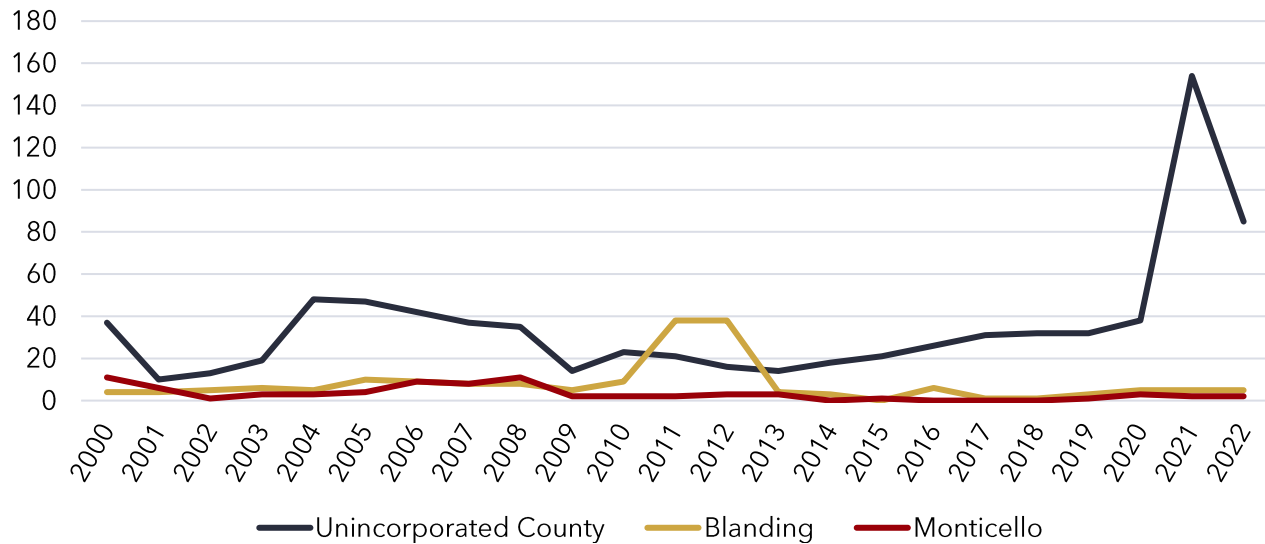
Figure 28: Annual Housing Permits Issued in San Juan County by Type, 2000-2022



Source: Housing and Urban Development, State of the Cities Data Systems, 2023

The US Department of Housing and Urban Development (HUD) only has particularized building permit data available for Blanding and Monticello. Despite some gaps in the data, Figure 29 provides interesting insight into housing production in the County. Most of the permits issued in the past two decades were issued outside of Blanding and Monticello, the two most populous communities in the County (with the exception of Blanding in 2010-2012). This may indicate a lack of builders and developers in Monticello and Blanding, a concerning feature for the two largest communities within the County.

Figure 29: Annual Housing Permits Issued in San Juan County by Region, 2000-2022⁴⁴



Source: Housing and Urban Development, State of the Cities Data Systems, 2023

Cost of Construction

While cost-of-new-construction data is not readily available for San Juan County, PC obtained cost estimates from experts within the County. Estimates for new-build starter homes were between \$220-\$250 per square foot. However, costs could range between \$210-\$300 a square foot, depending on finishes.

RSMMeans, a data provider that estimates construction costs, does not have data for the County. However, it does estimate construction costs for cities relatively nearby. Construction costs for Price, Utah are around \$113/sq. ft. for a wood frame/wood sided, single story, 2200 square foot house of average quality. Similarly, in Farmington, New Mexico, the same building would average \$119/sq. ft. In Durango, CO, the city closest to the County, the average is \$113/sq. ft.⁴⁵ PC was unable to determine if the substantial difference in estimates was due to data quality or significant price difference between the County and neighboring areas.

⁴⁴ HUD data currently does not have Bluff listed as an incorporated area, so permitting data for Bluff is included in the unincorporated data.

⁴⁵ RSMMeans Square Foot Estimator, 2024 Q2

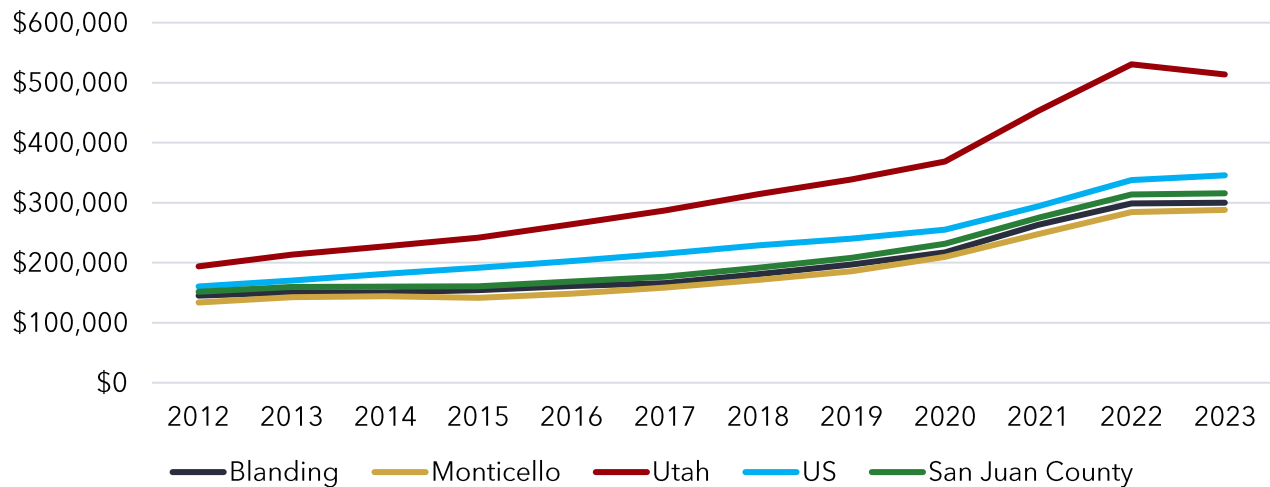
Home Value Trends

Table 10: Owner Occupied Housing Units by Value and Median Home Value

Home Value	Blanding %	Monticello %	San Juan County %	Utah %	USA %
<\$50K	7.5%	0.9%	25.2%	3.0%	5.5%
\$50K - \$99K	0.5%	1.8%	7.4%	1.3%	6.7%
\$100K - \$149K	3.5%	3.5%	3.2%	1.5%	7.4%
\$150K - \$199K	16.7%	23.0%	11.3%	3.0%	9.9%
\$200K - \$249K	19.0%	20.1%	10.3%	4.2%	9.8%
\$250K - \$299K	16.1%	20.4%	12.6%	4.9%	9.4%
\$300K - \$399K	16.2%	13.3%	13.8%	20.5%	16.0%
\$400K - \$499K	2.0%	0.4%	2.4%	22.8%	10.7%
\$500K - \$749K	16.5%	15.3%	11.4%	26.5%	13.8%
\$750K - \$999K	0.5%	1.1%	1.8%	7.9%	5.6%
\$1M - \$1.5M	1.4%	0.2%	0.6%	2.5%	2.9%
\$1.5M - \$1.9M	0.0%	0.0%	0.0%	0.7%	1.1%
\$2M +	0.0%	0.0%	0.0%	1.1%	1.3%
Zillow Home Value Index (ZHVI)	\$299,958	\$287,982	\$315,657	\$513,559	\$345,628

Source: Esri Business Analyst and Zillow, 2023

Figure 30: Single-Family Home Annual Sales Price, 2012-2023



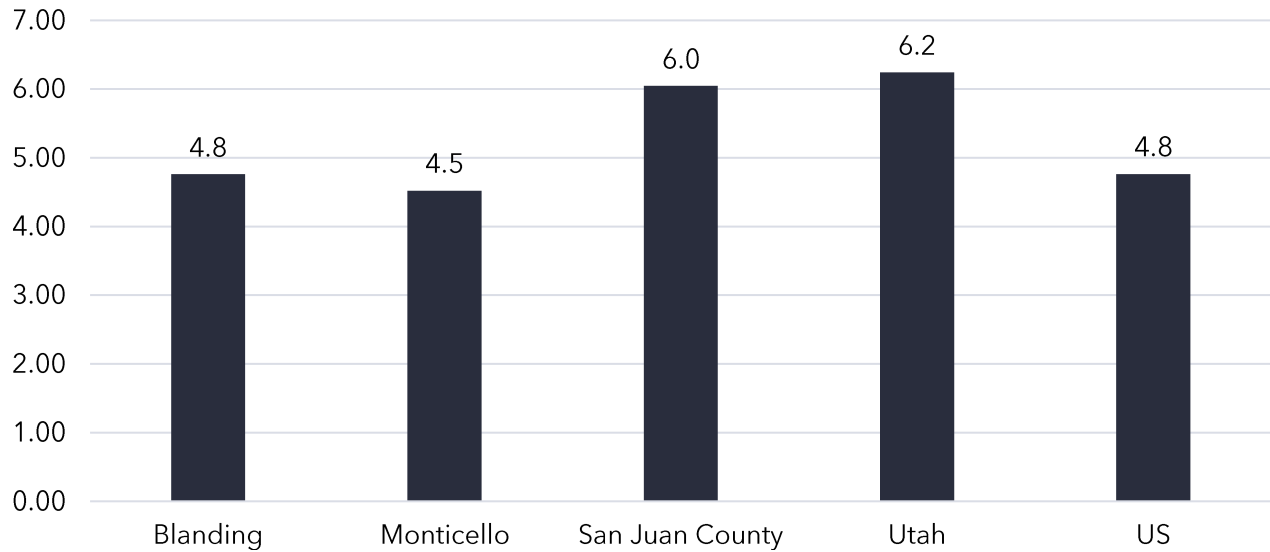
Source: Points Consulting Using Zillow ZHVI, 2023

Table 11: Zillow Compound Annual Growth Rate (CAGR)

Region	Zillow Home Value Index (2023)	Dollar Growth Past 12 Months	10 Years ('13-'23)	5 Years ('18-'23)	3 Years ('20-'23)
Blanding	\$299,958	\$1,328	7.1%	12.6%	11.4%
Monticello	\$287,982	\$3,834	7.3%	12.7%	11.1%
San Juan County	\$315,657	\$2,018	7.1%	12.3%	10.9%
Utah	\$513,559	-\$17,045	9.2%	12.3%	11.7%
US	\$345,628	\$8,087	7.3%	9.9%	10.6%

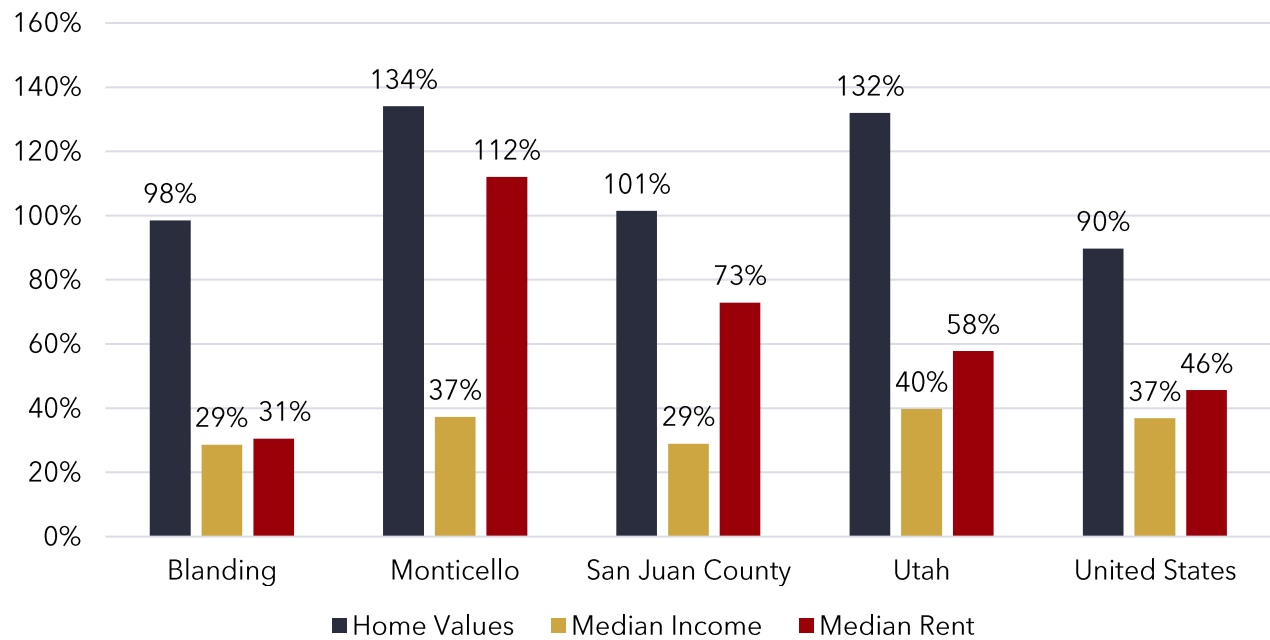
Source: Points Consulting Using Zillow ZHVI, 2023

Figure 31: Median Home Value to Median Household Income Ratio



Source: Points Consulting using Esri Business Analyst, 2023

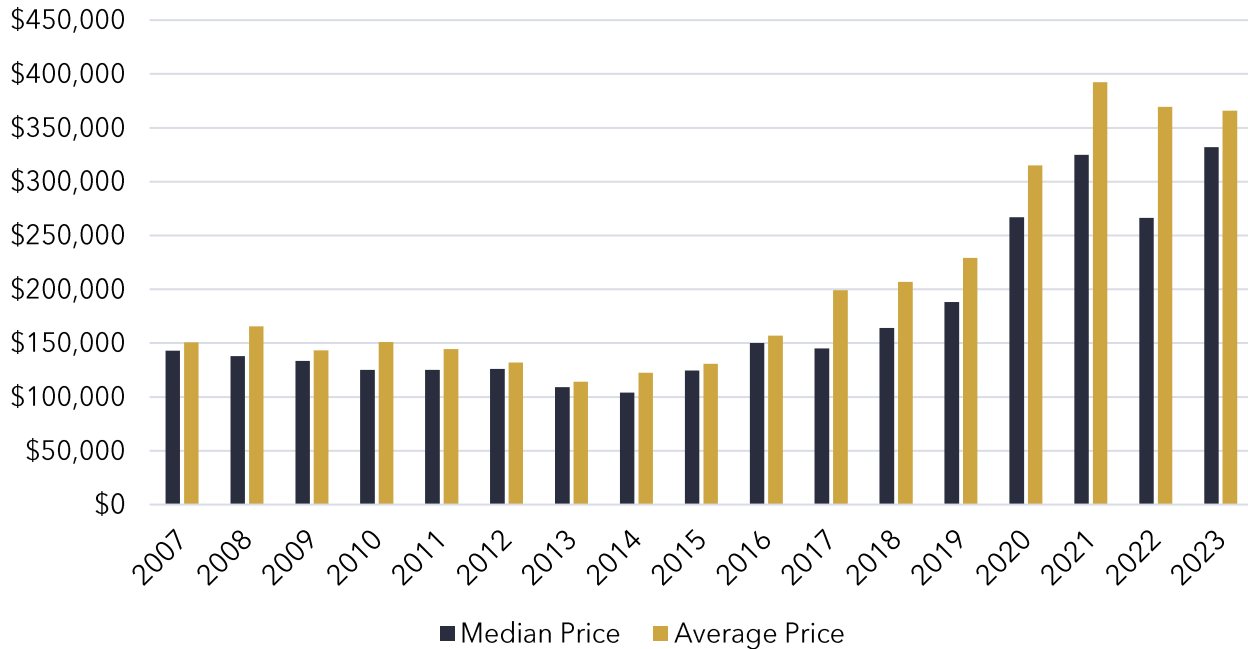
Figure 32: Percent Change in Median Income, Median Rent, and FHFA House Price Index 2013-2023, by Type



Source: U.S. Census ACS, Esri Business Analyst, and FHFA Home Price Index

Residential sales prices, spiked in the County in 2021. This increase follows national real estate trends, as many areas across the country saw prices increases post 2020. Notably, the County’s real estate price dip (2013-2015) happened later than most other areas of the country, where prices dropped more quickly following the recession. This provides some interesting contrasts. In 2023, the median sale price in the County was \$332,000. A decade earlier in 2013, it was \$109,000.

Figure 33: Residential Sale Price, San Juan County, 2007-2023



Source: Points Consulting using MLS data from Salt Lake Board of Realtors and Kristie Whipple Real Estate, 2024

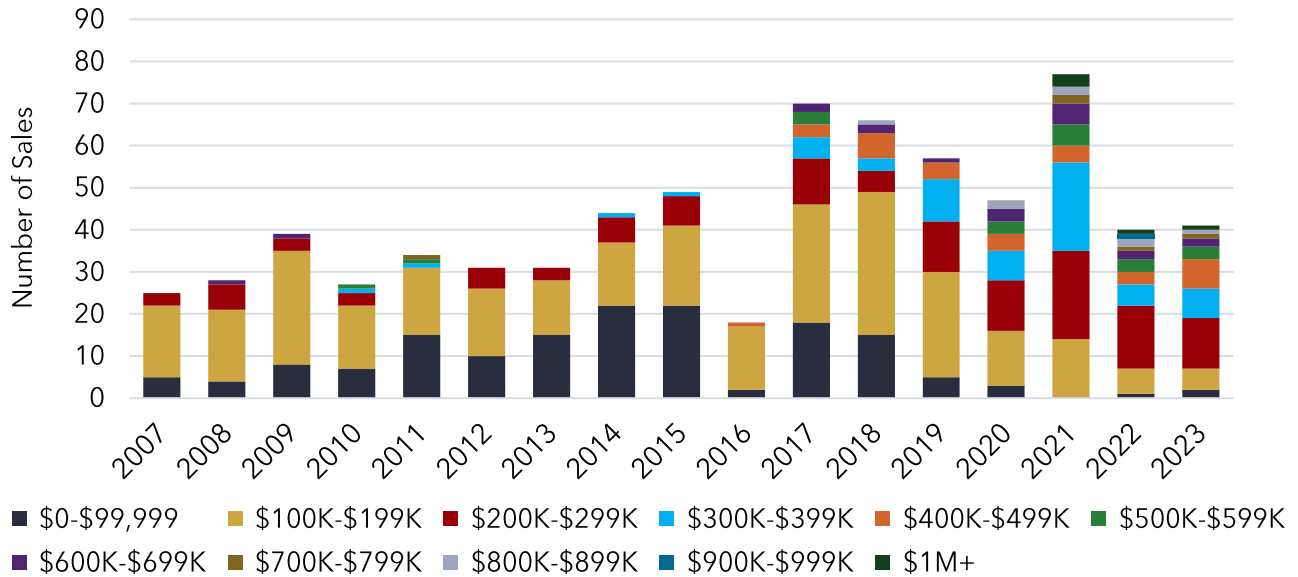
Figure 34: Residential Sale Price Range, San Juan County, 2007-2023



Source: Points Consulting using MLS data from Salt Lake Board of Realtors and Kristie Whipple Real Estate, 2024

The number of sales per year has increased over time in the County. Up until 2019, most sales were for homes under \$200K. However, post-2020, houses costing \$200-\$400K make up a much larger portion of residential sales.

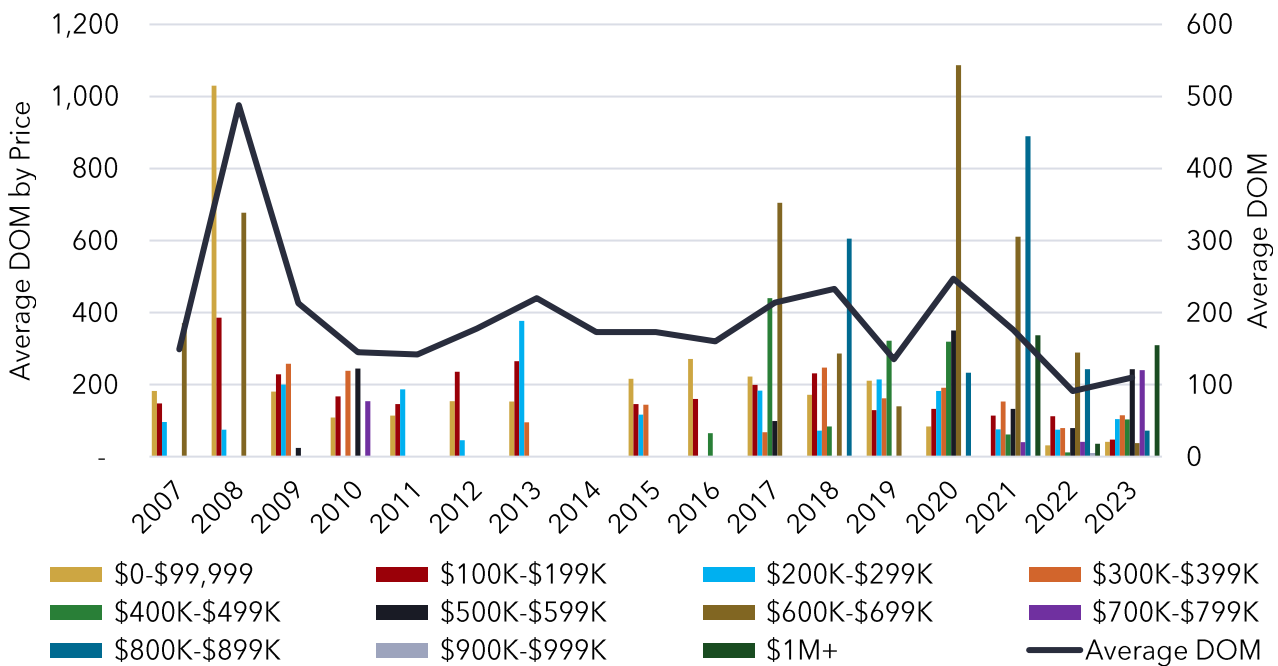
Figure 35: Number of Residential Sales, San Juan County, 2007-2023



Source: Points Consulting using MLS data from Salt Lake Board of Realtors and Kristie Whipple Real Estate, 2024

In addition, houses in the County are spending less time on the market than they were a decade ago. Days on the Market (DOM) simply refers to the amount of time from when a house is listed to when the seller signs the contract. A lower average DOM signals a more active real estate market. Overall, houses that cost less than \$300K tend to sell more quickly than more expensive properties.

Figure 36: Days on the Market, San Juan County, 2007-2023⁴⁶



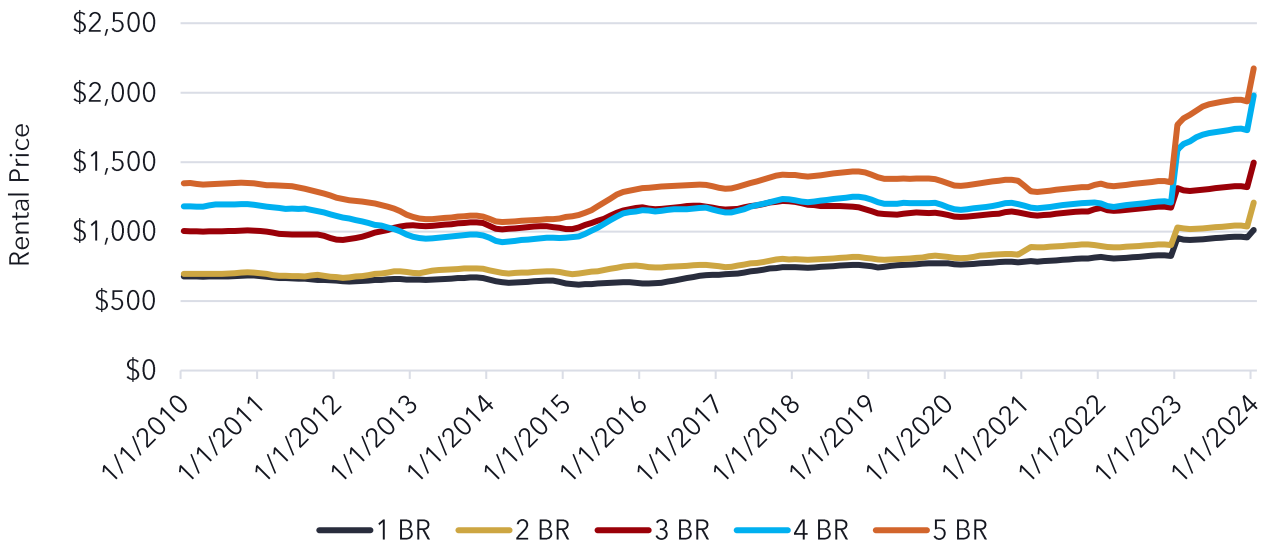
Source: Points Consulting using MLS data from Salt Lake Board of Realtors and Kristie Whipple Real Estate, 2024

⁴⁶ 2014 omitted due to data quality control.

Rental Rates

There are fewer metrics available on rental markets, as it is more difficult for government agencies to track. For-profit data providers do not have as much incentive to collect and report such information. However, there are several sources that use combinations of MLS data along with proprietary methods to produce reports on rental market conditions. Figure 37 shows rental prices in San Juan County, by the number of bedrooms per unit. Rental prices increased steeply in 2023 and 2024, particularly in the larger units (4- and 5-bedrooms).

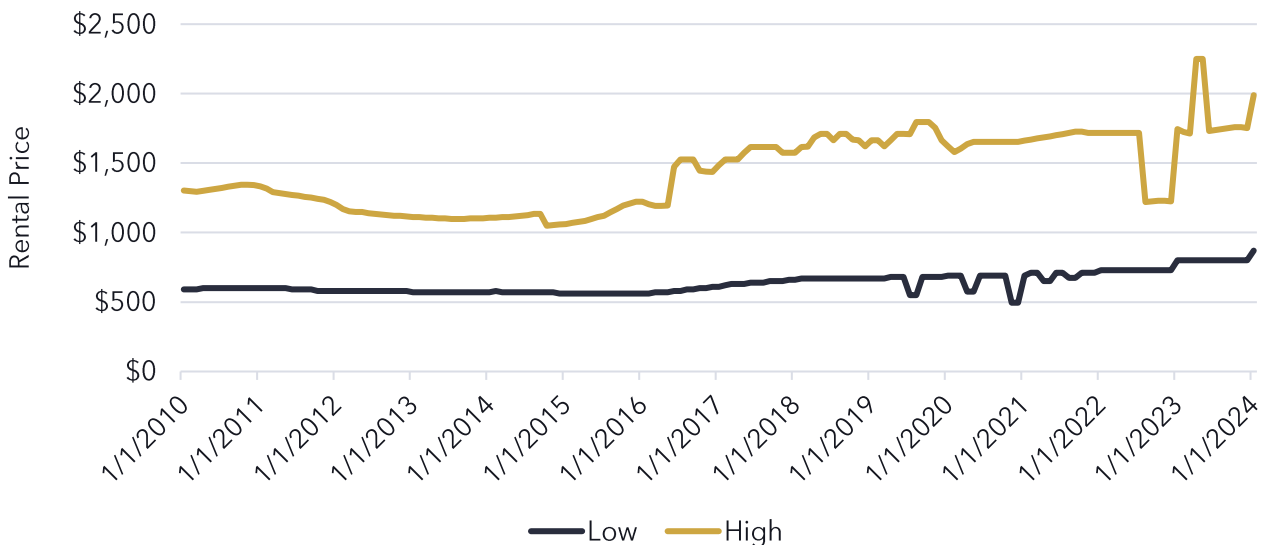
Figure 37: Rental Prices in San Juan County by Unit Size, 2010-2024



Source: Rentrange, Market Metric Report, 2024

Interestingly, the lower-cost units show a slow, steady increase in price, while most of the dramatic price fluctuations lie in the higher end of the market (Figure 38). This indicates that families or larger households are more likely to be affected by rising rental prices.

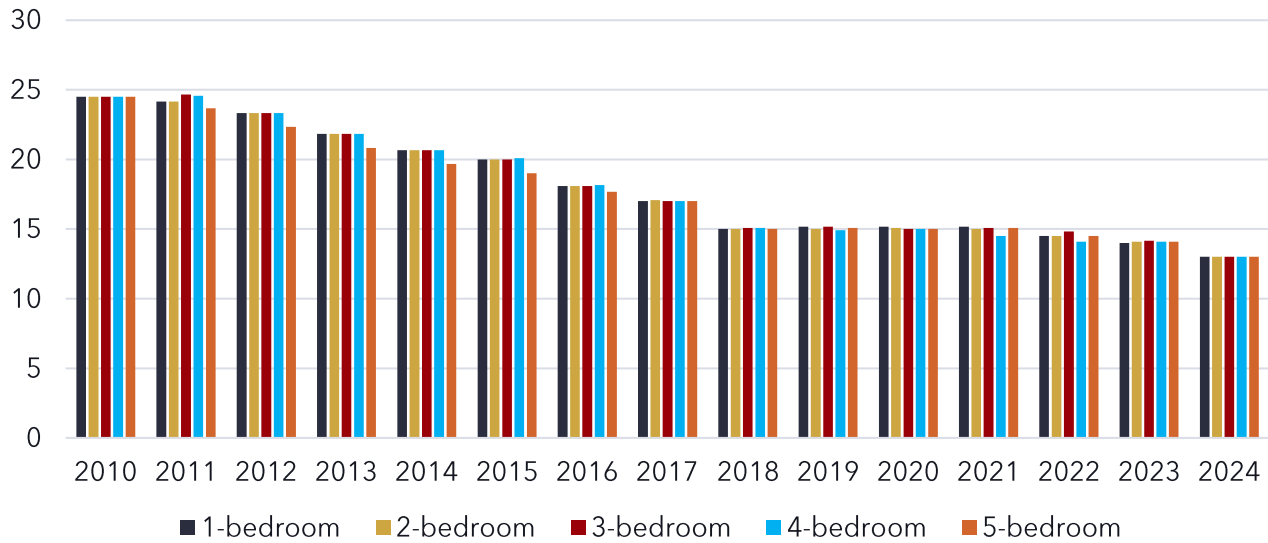
Figure 38: Rental Price Range for all Unit Sizes, 2010-2024



Source: Rentrange, Market Metric Report, 2024

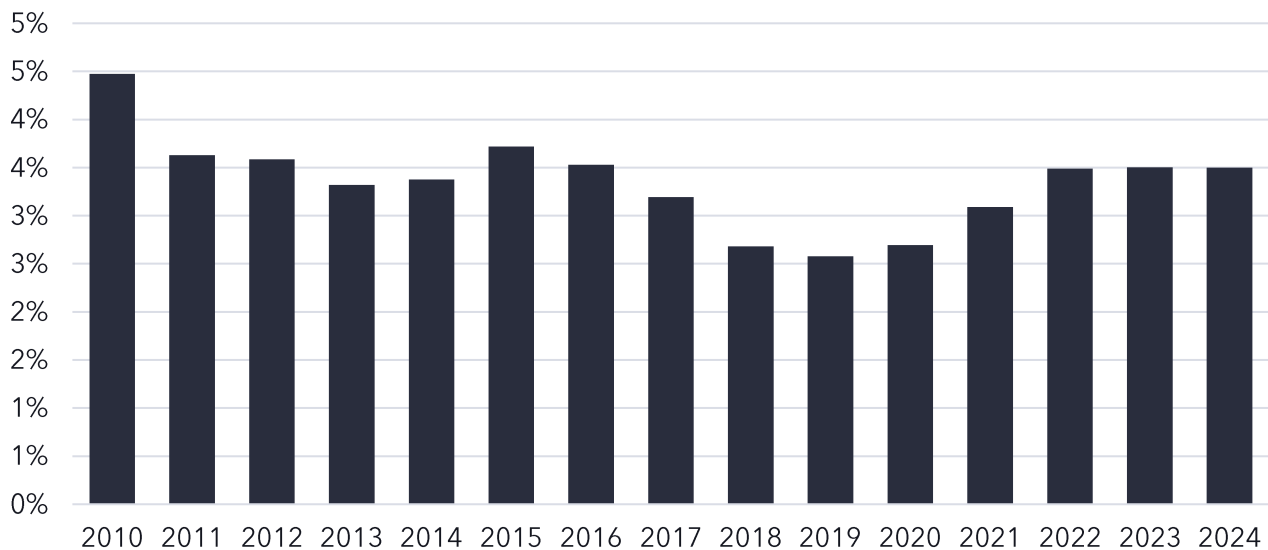
Across all unit sizes, the average number of monthly listings has significantly decreased in the past fifteen years, decreasing almost every year. This could be a sign that there are not enough rentals available for the market.

Figure 39: Average Monthly Listings, 2010-2024



Source: Rentrance, Market Metric Report, 2024

Figure 40: Average Rental Vacancy Rate, 2010-2024



Source: Rentrance, Market Metric Report, 2024

Figure 40 shows the average vacancy rates in the County. According to research by Harvard’s Joint Center for Housing, the national rental vacancy rate fell to 5.8% in 2022, which is the lowest it has been since the mid-1980s.⁴⁷ This is owed in part to an increase in the total number of

⁴⁷ *America’s Rental Housing 2022*, Joint Center for Housing Studies of Harvard University, 2022, accessed June 1, 2024, https://www.jchs.harvard.edu/sites/default/files/reports/files/Harvard_JCHS_Americas_Rental_Housing_2022.pdf.

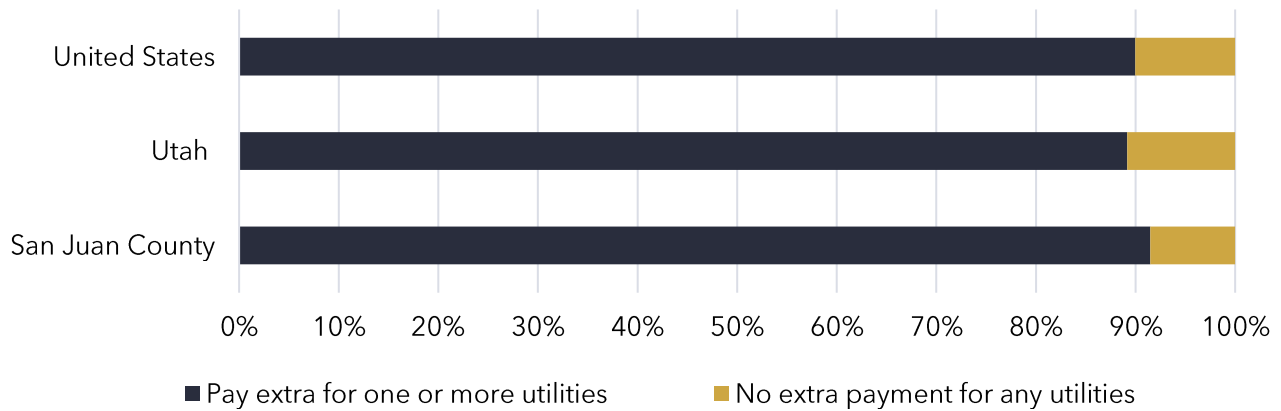
renters in 2021. In the County, the vacancy rates overall are much lower (3.5% in 2022), potentially signaling a shortage in the supply of rental units. However, in contrast to the national downswing in 2022, San Juan County’s vacancy rate actually increased in 2022, after three years of very low vacancy rates in rentals.

Overall, rental supply in the County has decreased, while rental prices have increased, a potential sign that more rentals are needed to meet the housing demand.

Household Utility Burden

Utility costs can be an additional burden on households' budgets, especially for renters who often pay for one or more utilities that are not included in the price of their rent. According to Figure 41, the proportion of homes in San Juan County that pay extra for utilities is slightly higher when compared to the state and the nation. Additionally, the cost of utilities is still factored into the rental prices of units that include utilities in their rent. This means that even if a renter does not explicitly pay for utilities, they still pay for them indirectly through their rent payments. Therefore, the overall cost of utilities for renters in the region may be significant.

Figure 41: Renter-Occupied Homes that Pay Extra for Utilities, 2022



Source: Points Consulting using American Community Survey, 2022 5-Year Estimates, Tables B25069

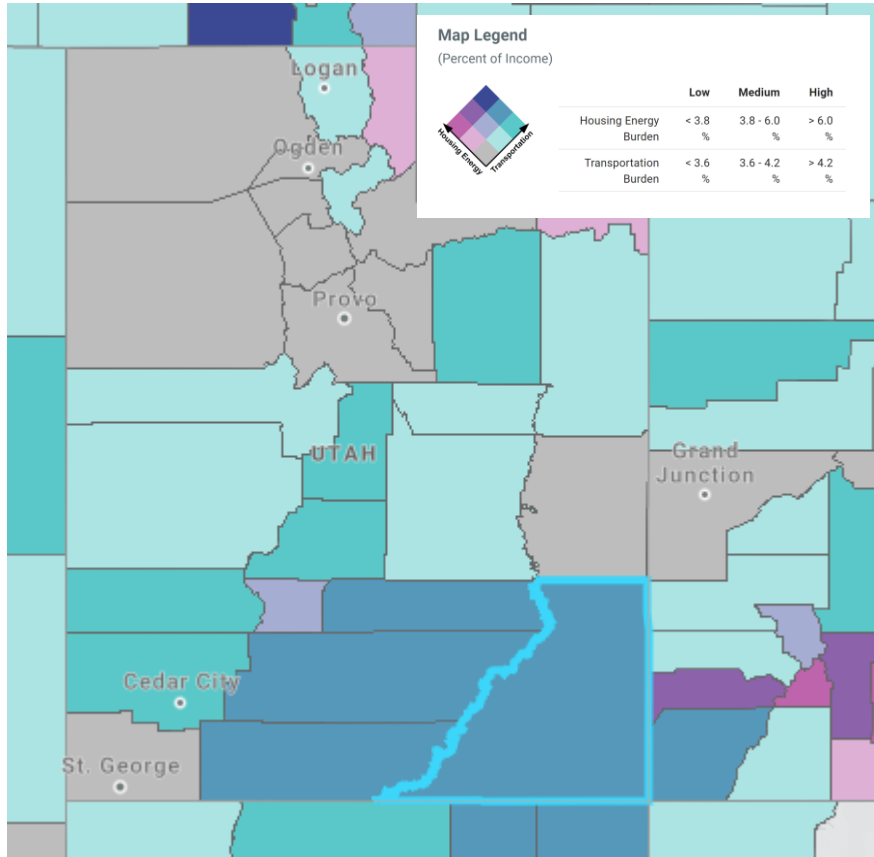
To assess the burden that the cost of utilities places on households, it is necessary to measure it in relation to income. Table 12 and Figure 42 show the level of household energy and transportation in the County, as measured by the National Renewable Energy Laboratory (NREL). In terms of energy burden, the County has a mid-level burden when compared to the national level—with households typically spending 3.9% of their income on energy bills. The energy costs considered in this metric include electricity, gas, and other fuels such as fuel oil and wood. In the case of transportation, on the other hand, the County has a high cost-burden. The metric for transportation burden combines annual household miles traveled, stock-weighted miles per gallon, as well as fuel price.

Table 12: San Juan County Energy and Transportation Burden

Category	Value	Range
Housing Energy Burden	3.9%	Medium
Transportation Burden	4.9%	High
Total Energy Burden	8.8%	--

Source: National Renewable Energy Laboratory (NREL), State and Local Planning for Energy, 2020

Figure 42: San Juan County Utility Burden

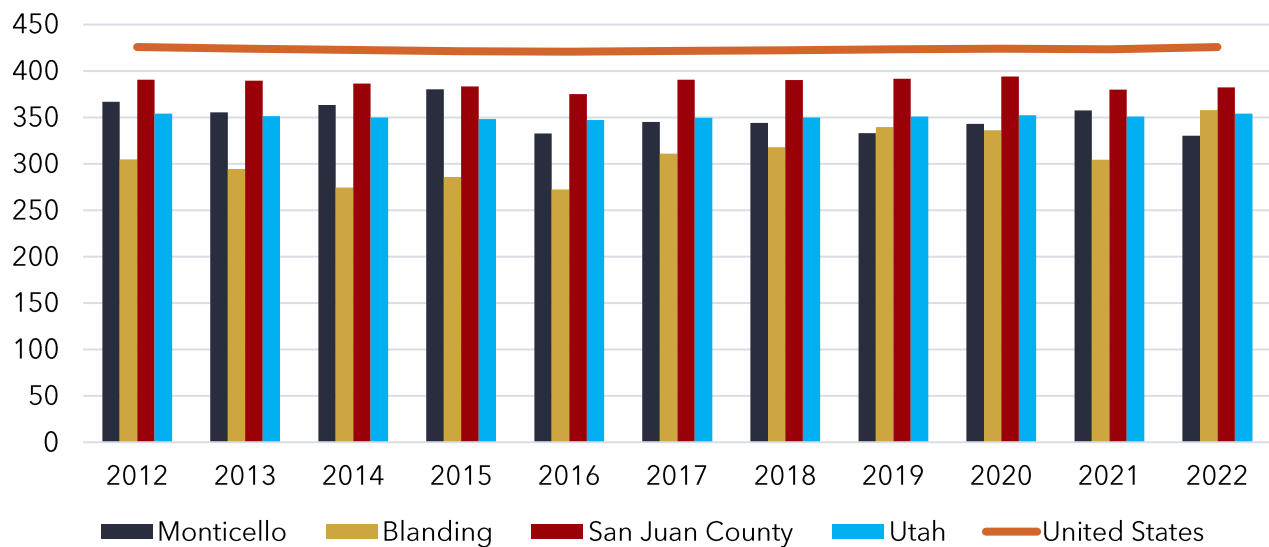


Residences to Employment Metrics

According to Figure 43, the number of housing units per 1,000 residents in San Juan County overall has remained largely constant throughout the last decade. This metric has varied over time for Monticello and Blanding, as both communities have seen the second highest and the lowest values at times since 2012. The County, though, has consistently had the most housing units per 1,000 residents, generally followed by Utah. A contributing factor leading to relatively lower rates of units per person would be the stagnation of housing production since the turn of the century.

Source: National Renewable Energy Laboratory (NREL), State and Local Planning for Energy, 2020

Figure 43: Housing Units per 1,000 Residents

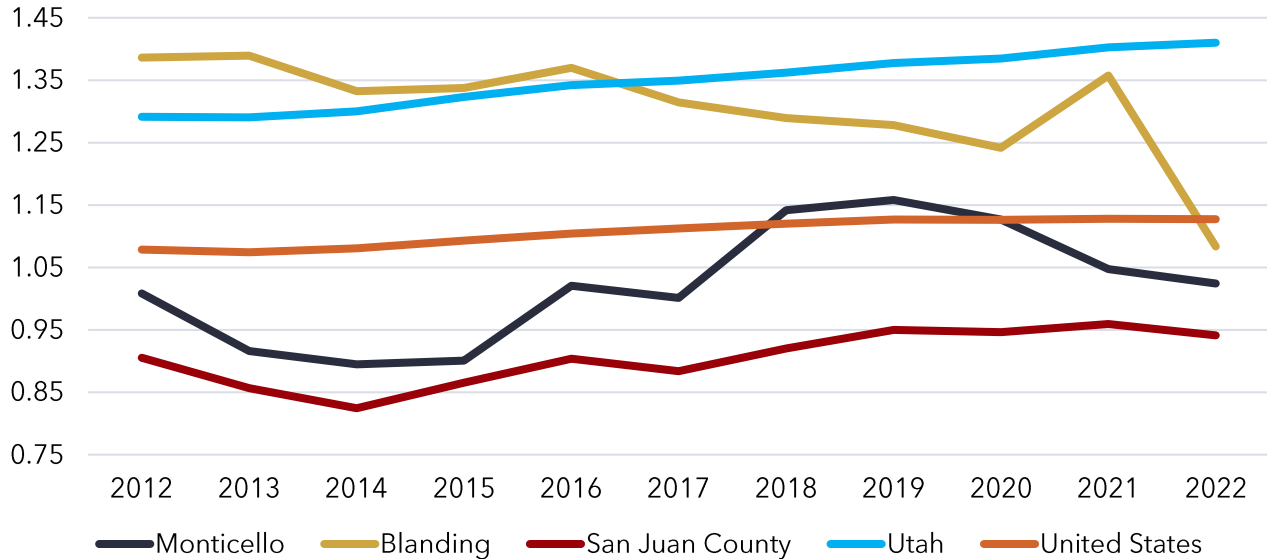


Source: Points Consulting using American Community Survey, 2022 5-Year Estimates, Tables B25001 and DP05

Figure 44 shows the ratio of employment to housing units in the same regions. The County sticks out the most, with the lowest ratio throughout the period. This means that there are slightly more

housing units than total jobs in the County. Monticello reports a similar situation, except for the years 2018 through 2021. The opposite is true in the US, Utah, and Blanding, though Blanding’s ratio has been declining since 2021. The low jobs-to-housing ratio in the County is mainly due to the high proportion of residents of retirement age. Bluff in particular has many retirees, but the County in general is aging. A lack of starter homes available in the region may partially explain a lack of younger residents.

Figure 44: Jobs-to-Housing Ratio



Source: Points Consulting using American Community Survey, 2022 5-Year Estimates, Tables B25001 and DP03

Residential Density and Overcrowding

San Juan County has at most owner and renter-occupied housing units that are primarily inhabited by at least one individual in a 2-bedroom unit. Owner-occupied housing units that have more than one occupant per room have decreased within one year, whereas renter-occupied housing units have greatly increased.

In terms of overcrowding, the decrease in owner occupancy shows housing units to be less crowded due to people moving out of the unit, households moving out entirely, or people moving into homes that provide more rooms for the number of individuals. The drastic increase in renter-occupied units with more than 2 individuals per room illustrates a need for more rental units.

Table 13: Residence by Occupants Per Room in San Juan County, 2021-2022

	2021	2022	Change	% Change
Total:	4,438	4,457	19	0.4%
Owner occupied:	3,557	3,554	(3)	(0.1%)
0.50 or less occupants per room	2,188	2,436	248	11.3%
0.51 to 1.00 occupants per room	923	751	(172)	(18.6%)
1.01 to 1.50 occupants per room	258	200	(58)	(22.5%)
1.51 to 2.00 occupants per room	72	41	(31)	(43.1%)
2.01 or more occupants per room	116	126	10	8.6%

Renter occupied:	881	903	22	2.5%
0.50 or less occupants per room	404	493	89	22.0%
0.51 to 1.00 occupants per room	354	275	(79)	(22.3%)
1.01 to 1.50 occupants per room	76	96	20	26.3%
1.51 to 2.00 occupants per room	27	33	6	22.2%
2.01 or more occupants per room	20	6	(14)	(70.0%)

Source: U.S. Census ACS 5-year estimate

Underserved Populations

Disabled Population

Figure 45 shows the percentage of the population with some form of disability in San Juan County. The disabilities accounted for here include hearing, vision, cognitive, ambulatory and include populations who struggle with self-care, and independent living. The County has a significantly larger share of disabled individuals than both Utah and the US (22%).

This is noteworthy given that disabled individuals are overrepresented in America's undereducated and poor.⁴⁸ This partly due to a lower labor participation rate compared to those without disabilities. In fact, disabilities in one family member may adversely affect the economic outcomes of an

entire family. Another challenge to consider is that housing amenable for disabled persons is also in short supply at the national level. This fact is likely reflected at the regional level as well.

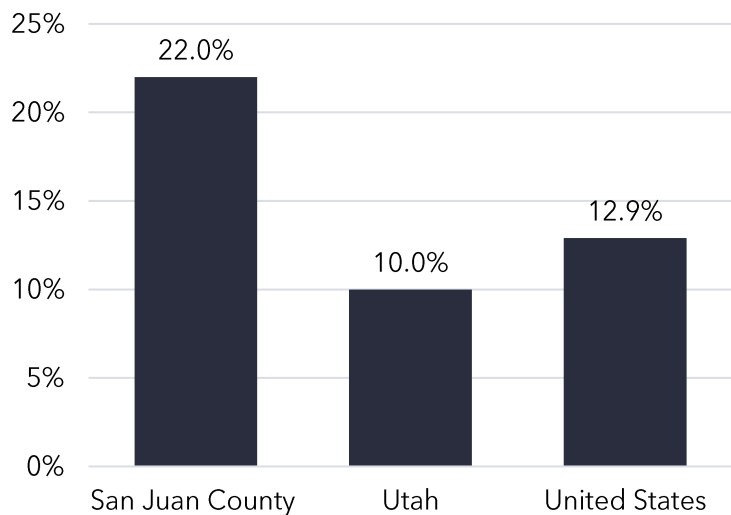
Population in Poverty

Some good news is that the percentage of population in poverty in San Juan County began declining in 2017 and has continued following a downward trend: While 28.4% of the population met Federal Poverty Line criteria in 2017, only 20.7% qualified in 2022 (Figure 46). State and national poverty percentages have also decreased during this period, but not as significantly as they have in the County. A low of 20.7% is significant for the County as percentages stubbornly hovered well above 25% for the six-year period between 2012 and 2016.

Table 14: Federal Poverty Line, 2024

Family size	2023 income numbers	2024 income numbers
For individuals	\$14,580	\$15,060
For a family of 2	\$19,720	\$20,440

Figure 45: Percentage of Population with Disabilities, 2022



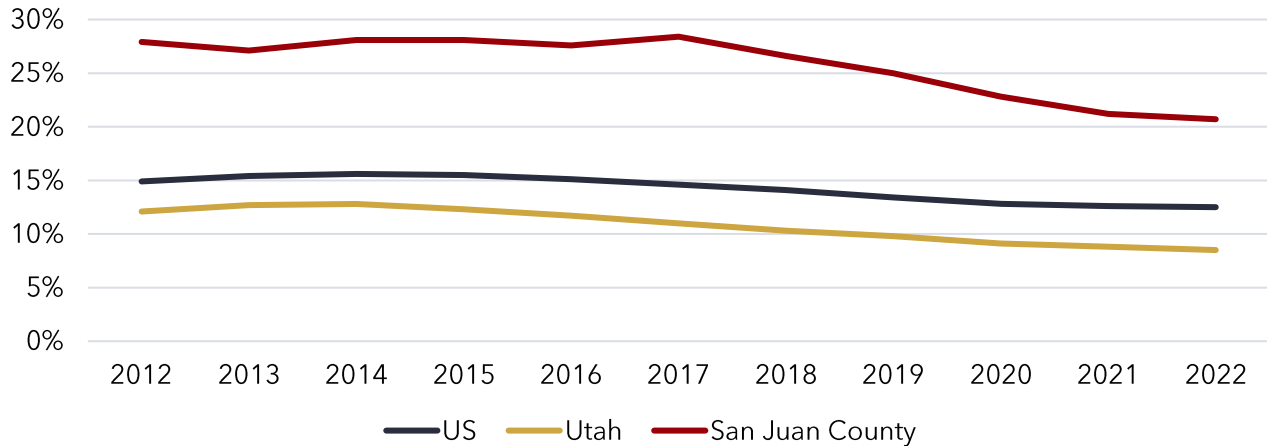
Source: U.S. Census Bureau American Community Survey 2022 5-Year Estimates Table S1810

⁴⁸ "Disability and Socioeconomic Status", American Psychological Association, accessed May 20, 2024, <https://www.apa.org/pi/ses/resources/publications/disability#:~:text=Despite%20these%20and%20other%20forms,age%20and%20want%20to%20work>.

For a family of 3	\$24,860	\$25,820
For a family of 4	\$30,000	\$31,200
For a family of 5	\$35,140	\$36,580
For a family of 6	\$40,280	\$41,960
For a family of 7	\$45,420	\$47,340
For a family of 8	\$50,560	\$52,720
For a family of 9+	Add \$5,140 for each extra person	Add \$5,380 for each extra person

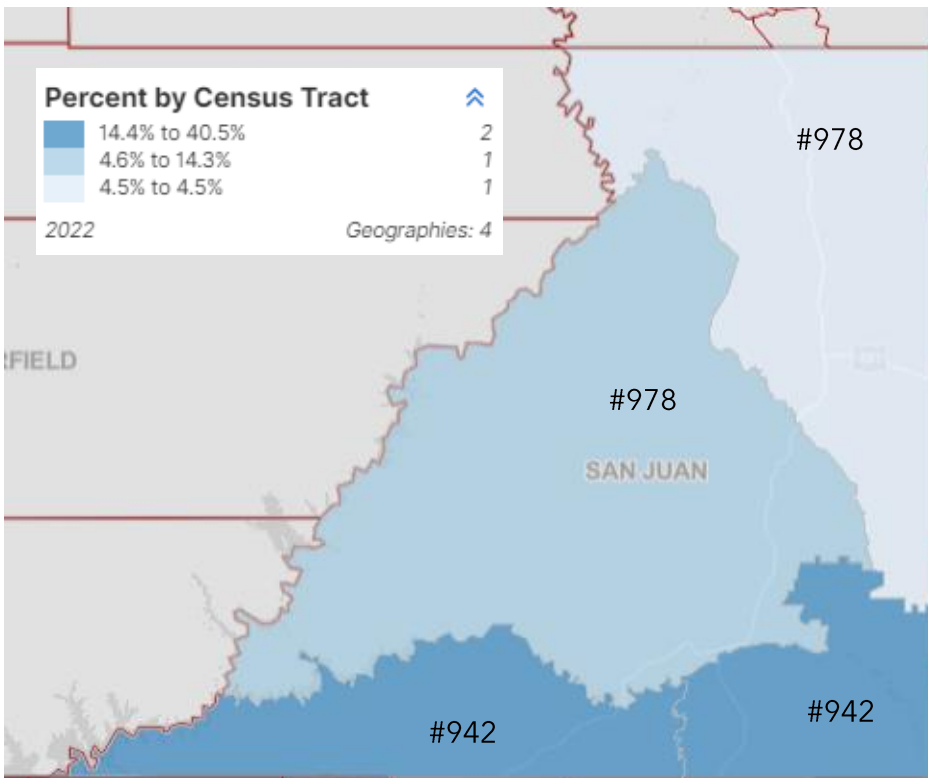
Source: Healthcare.gov, Federal Poverty Level, <https://www.healthcare.gov/glossary/federal-poverty-level-fpl/>, accessed May 20, 2024

Figure 46: Population in Poverty, San Juan County, 2012-2022



Source: Census Bureau American Community Survey 2022 Table S1701

Figure 47: Population in Poverty, San Juan County by Census Tract, 2022

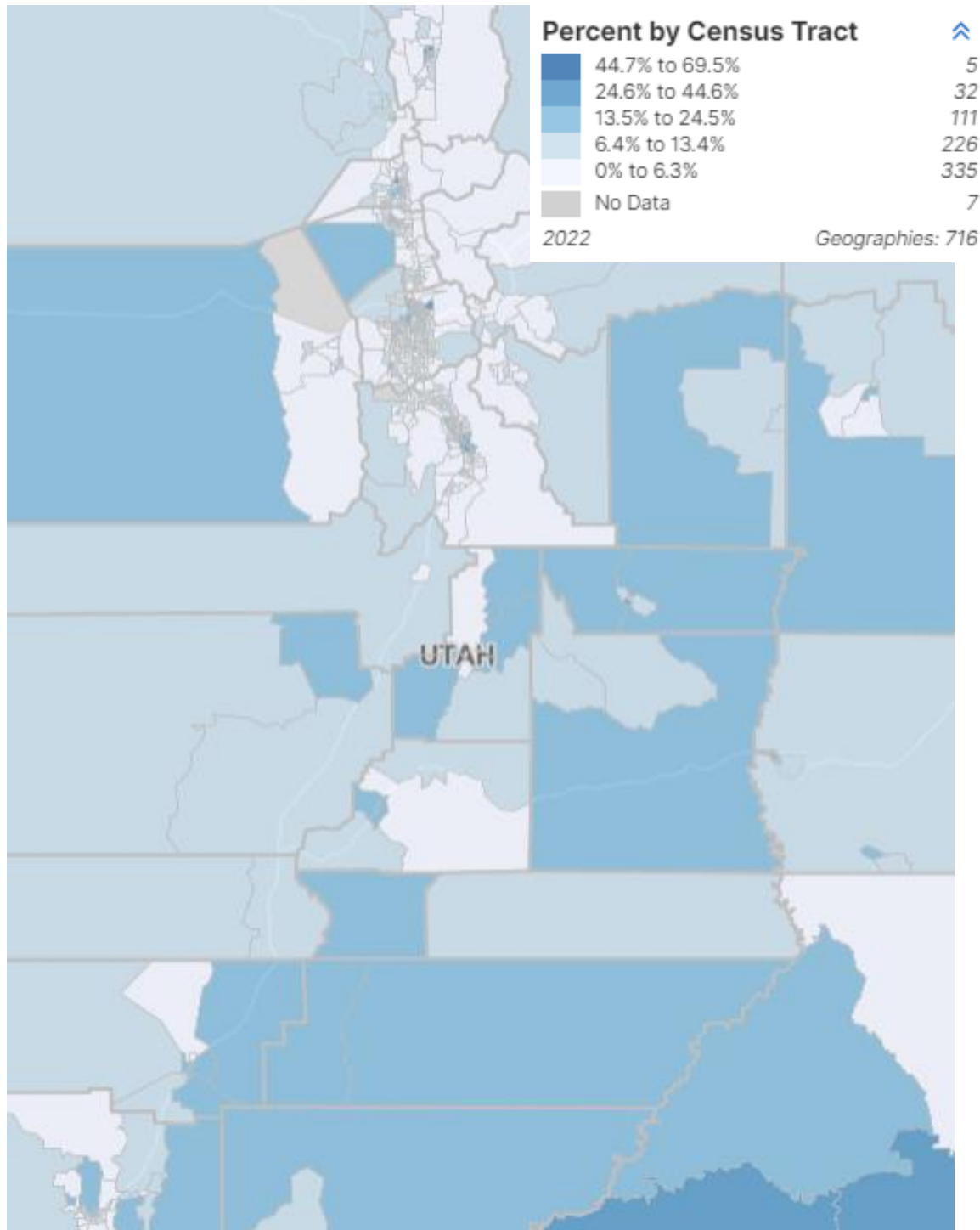


Figures 47 and 48 show 2022 population in poverty percentages by census tract. Out of 716 census tract geographies in the State of Utah, 111 census tracts report poverty levels between 13.5% and 24.5%. Zooming in to the County, two out of four census tracts report poverty levels under 15%. Perhaps this isn't surprising, as Tract 9782 includes Blanding, and Tract 9781 includes Monticello. Tract 9421 (encompassing Navajo

Source: Census Bureau American Community Survey 2022 Table S1701

land) reports an alarmingly high 40.5%, the highest poverty percentage in the County (Table 15).

Figure 48: Population in Poverty, State of Utah by Census Tract, 2022



Source: Census Bureau American Community Survey 2022 Table S1701

Table 15: Population in Poverty, San Juan County by Census Tract, 2022

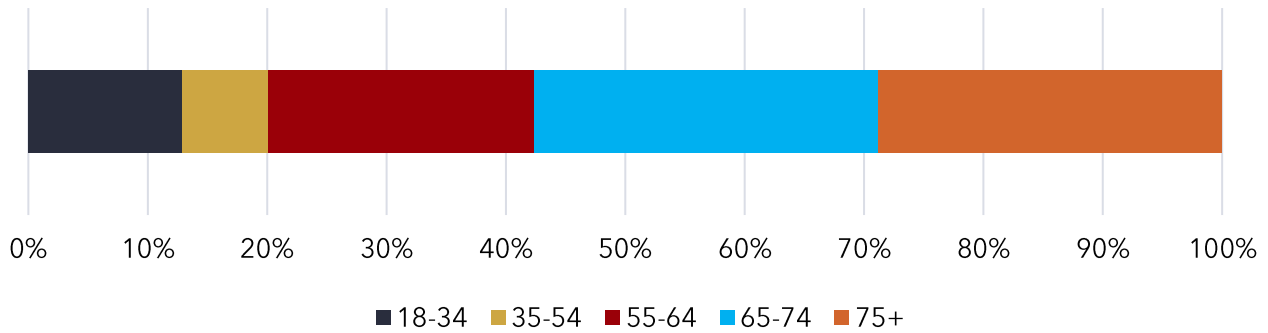
	9781	9782	9421	9420
% of Population in Poverty	4.5%	14.3%	40.5%	31.3%

Source: Census Bureau American Community Survey 2022 Table S1701

Veteran Population

San Juan County has an aging veteran population. Well over half of the veterans in the County are over the age of 65 (Figure 49). Like their civilian counterparts, veterans in the County have higher levels of poverty than veterans elsewhere in the state (Figure 50). Additionally, a much larger percentage of veterans in the County are disabled than state and national levels (Figure 51).

Figure 49: Veterans by Age in San Juan County, 2022



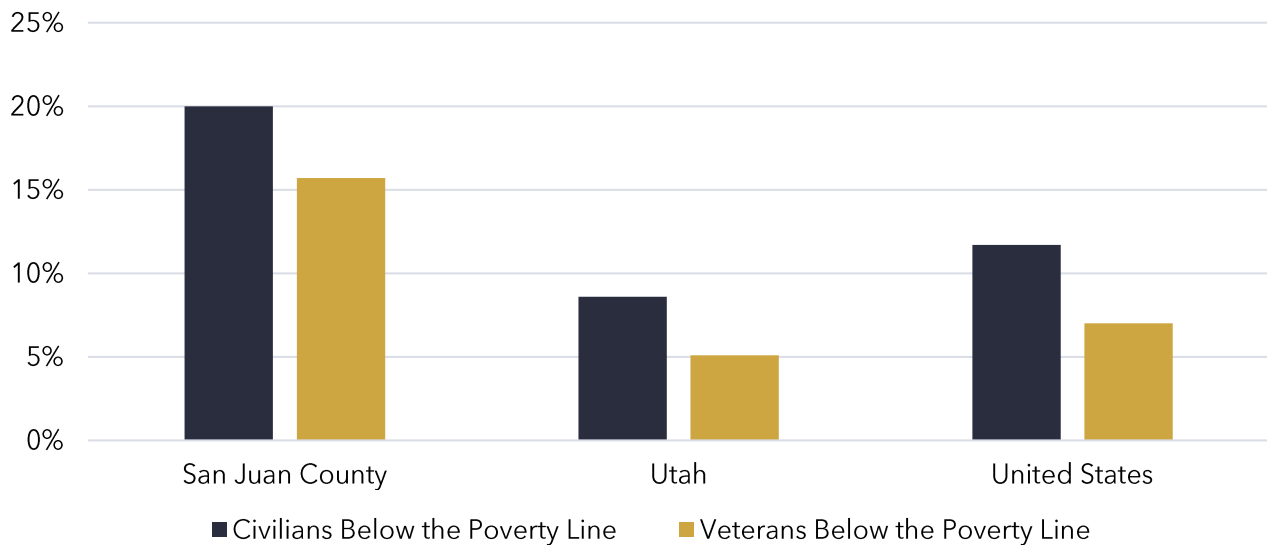
Source: Census Bureau American Community Survey 2022 Table B21001

Table 16: Number of Veterans in San Juan County, 2022

	San Juan County	Utah	United States
Veteran % of Population	6.1%	5.2%	7.1%
Veteran	597	116,186	17,038,807
Nonveteran	9,824	2,225,655	239,610,360

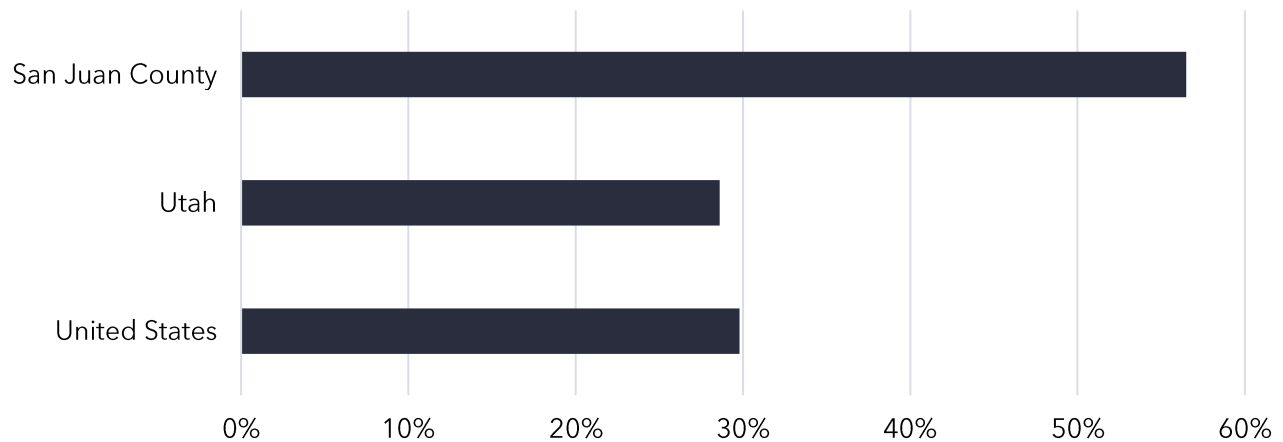
Source: Census Bureau American Community Survey 2022 Table B21001

Figure 50: Veterans in Poverty, San Juan County, 2022



Source: Census Bureau American Community Survey 2022 Table S2101

Figure 51: Percentage of Disabled Veterans, San Juan County, 2022



Source: Census Bureau American Community Survey 2022 Table S2101

Subsidized and Low-Income Housing

According to the US Department of Housing and Urban Development (HUD), there are six units available in San Juan County through the Housing Choice Vouchers program.

Table 17: Housing Subsidies in San Juan County, 2023

Program	Subsidized Units Available
Housing Choice Vouchers	6

Source: Housing & Urban Development, *Picture of Subsidized Households*, 2023

Almost all of the low-income housing tax credit projects available through HUD are located in the Blanding, with the exception of four units in Monticello. Blanding has 78 units across four locations. Most of the units are two-bedrooms, but there are options ranging from one- to four-bedrooms.

Table 18: Low-Income Housing Tax Credit Projects in San Jaun County, 2023

Project Address	Project City	Total Low-Income Units	1 Bedroom Units	2 Bedroom Units	3 Bedroom Units	4 Bedroom Units
459 S Dine Court	Blanding	20	-	17	3	-
116 W 100 South	Blanding	24	4	16	4	-
316 N 100 West	Monticello	4	-	-	1	3
1055 S 100 East	Blanding	4	-	-	1	3
492 W 500 South	Blanding	30	4	18	8	-

Source: Housing & Urban Development, *LIHTC Database*

Short-Term Rentals

The short-term rental industry (i.e., Airbnb) is increasingly playing a significant role in local housing markets. The model is a double-edged sword. It provides a potential source of “side-hustle” revenue for existing residents, but it can also increase home prices through influencing the valuation of single-family homes that are seen through the lens of commercial real estate.

The source used for short-term rental data is known as AirDNA. This data source uses a “market area” approach rather than listing the number of STRs in traditional city limits, which may cause some confusion. For example, Spanish Valley is included in the Moab market area, and White Mesa is included in the Blanding Market Area. PC has attempted to clarify this information as much as possible for each individual community.

AirDNA uses market areas mainly due to economic and travel patterns, which often extend past city limits into surrounding areas—making the areas of interest for investors different than typical geographical boundaries. For San Juan County, AirDNA’s market areas extend to other communities. Because of this, PC adjusts data to represent the whole market area. A data source limitation is that Spanish Valley is included in Moab, Utah’s market area. For this reason, Spanish Valley’s STR data is limited. Also worth noting, Tselakai Dezza was included in Bluff’s market area, despite an absence of STRs there. Because of this, Tselakai Dezza’s housing units were not considered when calculating the percentage of housing stock committed to STRs. Various markets are summarized in Table 19, while in-depth analysis is available for each incorporated community in their respective sections.

STR data is characterized by seasonal changes, peaks and valleys during different points of the year. The data summarized in Table 19 are monthly February 2024 values. Metrics such as Active Short-Term Rentals and Average Daily Rate represent values that are not at their highest. For example, as of February 2024 there are 77 actively listed STRs in the Monticello Market, taking up 9.7% of local housing supply. But there are actually 156 listings in the region, meaning about 80 are not active in February. If all listings were active, they would account for nearly 20% of the housing stock in Monticello. This feature is potentially the worst in La Sal where 30.6% of housing stock could be committed to the STR market. Unsurprisingly, Blanding is the most secure in this context with only 5.1% of the community’s housing stock potentially being reserved for short-term rentals. This is probably because Blanding happens to have the most total housing units available of all communities in the County. Smaller communities in the County, relative to Blanding or Monticello, are more vulnerable to housing cost increases due to the STR market.

Table 19: Short Term Rental Patterns in San Juan County Market Areas

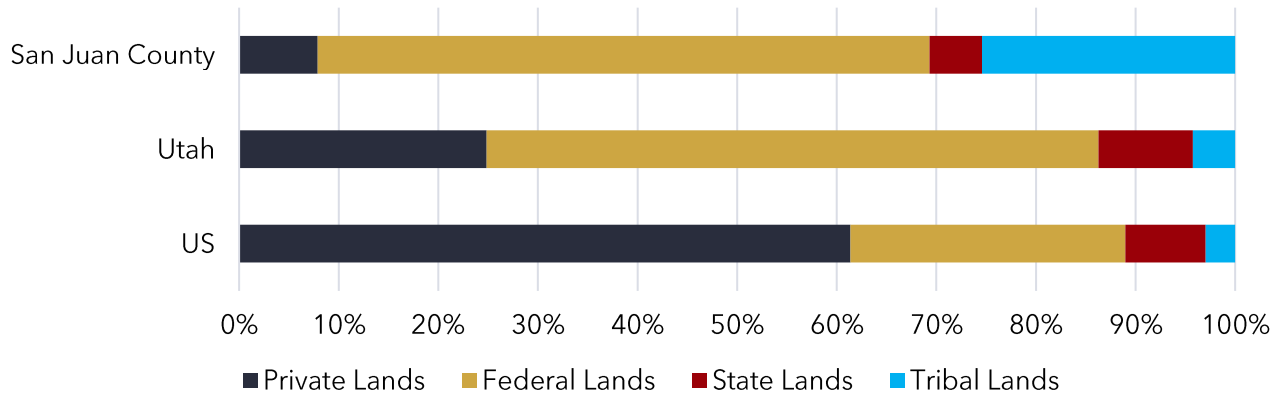
Market	Total Housing Units	Active Short-Term Rentals	Percentage of Housing Stock	Median 2023 Occupancy Rate	Average Daily Rate
Monticello	790	77	9.7%	47.8%	\$165
Blanding-White Mesa	1,256	41	3.3%	54.8%	\$119
La Sal	144	8	5.6%	46.0%	\$165
Bluff-Tselakai Dezza	61	16	26.2%	55.0%	\$135
Spanish Valley	262	165	63.0%	64.4%	\$247
Halchita-Mexican Hat	119	12	10.1%	32.0%	\$54
Oljato-Monument Valley	232	15	6.5%	53.2%	\$164

Source: Points Consulting using AirDNA, 2024 and American Community Survey 2022 5-Year Estimates

Land Use

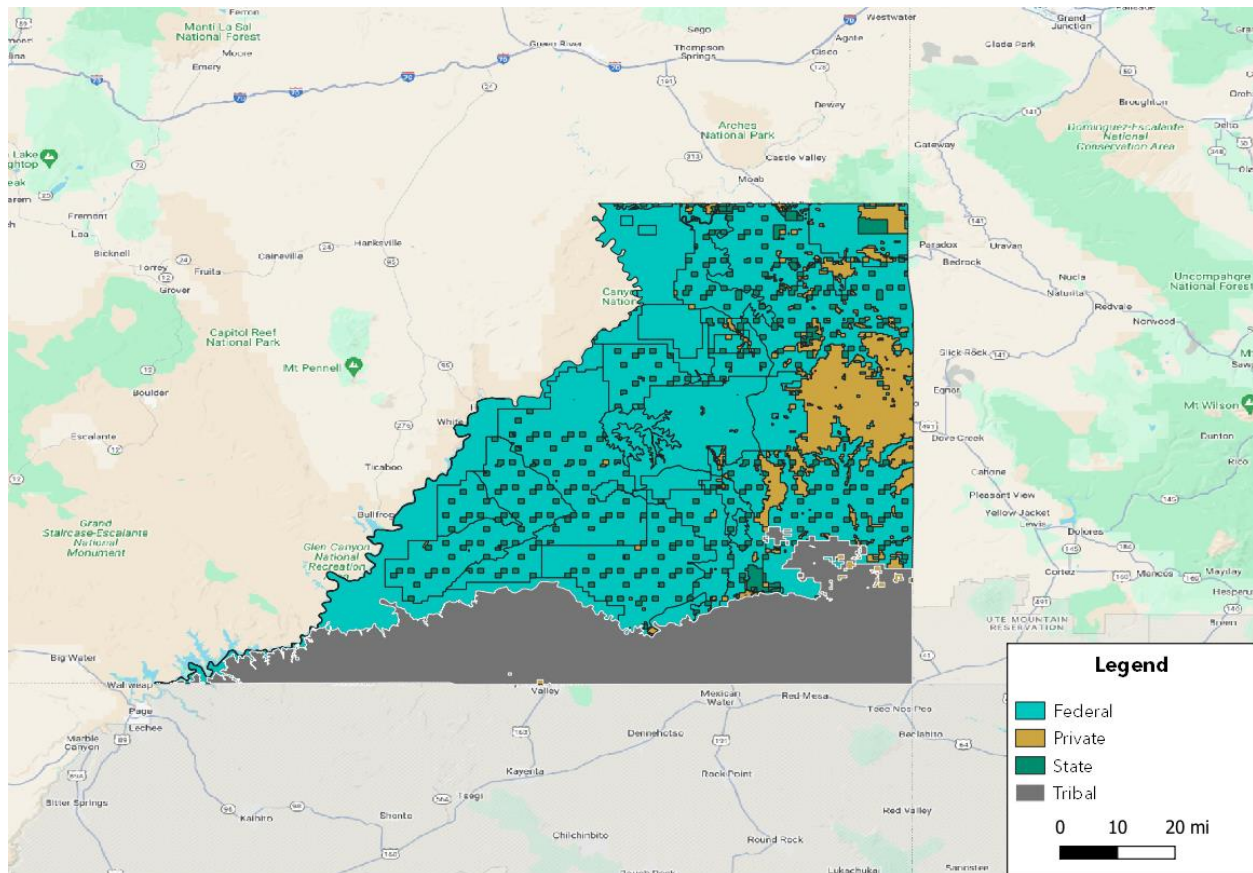
As shown in the New Housing Production section, there’s been limited planned development of new housing in San Juan County. A unique challenge for the County is a lack of privatized lands. Shown in Figure 52, most land (61.4%) is owned by the federal government. (A similar share of federal lands is reported for Utah at the state level.) Tribal lands represent a quarter (25.4%) of land within the County.

Figure 52: Land Availability & Ownership Status by Region



Source: Points Consulting using Headwaters Economics Land Use EPS 2024

Figure 53: Land Ownership in San Juan County



Source: Utah Trust Lands Administration, 2024

Tourism

San Juan County is scenic and has many natural amenities. There are fifteen protected areas within the County, including monuments, recreational areas, two state parks, and portions of eight national parks. Table 20 shows the number of visitors for six of the national parks and monuments in the County (data from the others was not available). Millions of people visit these areas each year, bringing with them potential economic development for the County. While many of these national and state protected areas span multiple counties, (Canyonlands, for example, spreads across San Juan, Wayne, Garfield, and Grand Counties), these natural amenities provide the County with a unique economic opportunity to capture outside money.

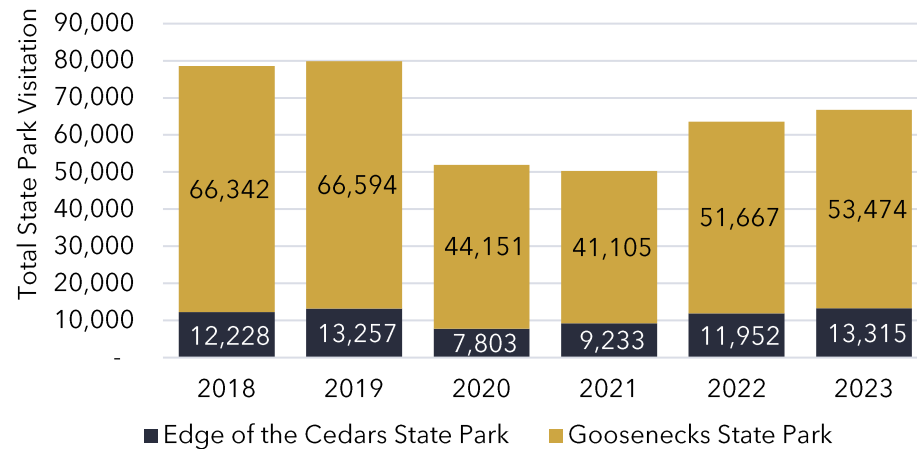
Since Covid, visitation to all national protected areas has decreased. Some destinations, like Hovenweep and Natural Bridges National Monuments, are slowly reporting higher visitation numbers. However, Rainbow Bridge has suffered from low water levels in the past few years, and visitation hasn't fully rebounded. National Parks across the country report slow recovery after COVID, but some of the more remote National Parks are beginning to see record levels of visitation,⁴⁹ which could signal good things to come for the County.

Table 20: National Park and Monument Visitation, San Juan County

Year	National Parks & Monuments	Glen Canyon NRA	Canyonlands NP	Natural Bridges NM	Hovenweep NM	Rainbow Bridge NM
2018	5,809,993	4,872,102	793,449	103,118	40,574	110,904
2019	5,303,156	-----	733,996	88,090	35,399	115,108
2020	2,656,822	2,088,610	493,194	52,542	19,856	3,573
2021	2,043,043	1,026,865	911,594	74,284	27,010	3,290
2022	-----	1,364,146	779,149	71,249	28,446	81 ⁵⁰

Source: National Parks Service, courtesy of San Juan County.

Figure 54: Annual State Park Visitation, San Juan County



Source: National Parks Service, courtesy of San Juan County.

Some good news is that the County's state parks have recovered more quickly than their national counterparts. While Goosenecks State Park is still climbing to pre-pandemic levels, Edge of the Cedars State Park surpassed its pre-pandemic visitation in 2023. The County could reasonably expect to attract more visitors in the next few years.

⁴⁹ "New National Parks Service report finds shift in visitation patterns", National Parks Service, accessed March 19, 2024, <https://www.nps.gov/orgs/1207/new-national-park-service-report-finds-shifts-in-visitation-patterns.html>.

⁵⁰ This number does not reflect every visitor to Rainbow Bridge National Monument. While visitation was down due to low water levels, visitation is also not tracked if a visitor has their own boat, rather than renting from ARAMARK. So while this, and the previous two years', number is low, it is safe to assume that the visitation is higher in actuality.

San Juan County Zoning Code⁵¹

Chapter 11 - "RR-1" Rural Residential Zone

<i>Intent</i>	To promote and preserve, in appropriate areas, conditions favorable to large-lot family life, the keeping of limited numbers of animals and fowl, and reduced requirements for public utilities. These districts are intended to be primarily residential in character and protected from encroachment by commercial and industrial uses.
<i>Permitted Uses (res.)</i>	Single-family dwellings, seasonal home or cabin, farm or ranch housing (including mobile homes)
<i>Conditional Uses (res.)</i>	Two-family dwellings
<i>Size</i>	None
<i>Height</i>	Maximum 35 ft or 2.5 stories
<i>Width</i>	None
<i>Setbacks (F,R,S,C)</i>	25, 25, 15, 30

Chapter 11 - "MU-1" Mixed Use Zone

<i>Intent</i>	To establish areas in mountain, hillside, canyon, mountain valley, desert and other open and generally undeveloped lands where human habitation would be limited in order to protect land and open space resources; to reduce unreasonable requirements for public utility and service expenditures through uneconomic and un-wise dispersal of population; to encourage use of the land, where appropriate, for forestry, grazing, agriculture, mining, wildlife habitat, and recreation; to avoid excessive damage to watersheds, water pollution, soil erosion, danger from brush land fires, damage to grazing, livestock raising, and to wildlife values; and, to promote the health, safety, convenience, order, prosperity, and general welfare of the inhabitants of the community.
<i>Permitted Uses (res.)</i>	Single-family dwellings, seasonal home or cabin, farm or ranch housing (including mobile homes)
<i>Conditional Uses (res.)</i>	Two-family dwellings
<i>Size</i>	None
<i>Height</i>	Maximum 35 ft or 2.5 stories
<i>Width</i>	None
<i>Setbacks (F,R,S,C)</i>	25, 25, 15, 30

Density Standards

Table 21: Density Standards

Standards	Residential	Mixed Use
Minimum Parcel/Lot Size (in acres)	1	5
Public Water	.5	5
Public Sewer	.5	5
Both Public Water and Sewer	.25	5

Source: San Juan County Land Use, Development, and Management Ordinance, 2022

⁵¹ All zoning codes are current as of June 2024. New zoning code from the San Juan County Zoning Commission is anticipated.

Table 22: Accessory Dwelling Unit Density Standards by Zone

Residential	Agricultural	Highway Commercial	Community Commercial	Multiple Use	Rural Recreational Protection Zone
1 ADU on a minimum of .5 acres. No lot may have more than 1 ADU	1 ADU per lot	CUP	1 ADU on a minimum of .5 acres. No lot may have more than 1 ADU	1 ADU per lot	CUP

Source: San Juan County Land Use, Development, and Management Ordinance, 2022

San Juan County Development Fees, Permits, and Property Tax

Table 23: San Juan County Planning and Zoning Fee Schedule

Service	Fee
Plan Review	10% of the estimated cost of the building permit fee
Conditional Use Permits	---
<i>Small Projects (projects less than \$25,000.00 cost or value)</i>	\$100.00
<i>Medium Projects (projects \$25,001.00 to \$250,000.00 cost or value)</i>	\$350.00
<i>Large Projects (projects more than \$250,001.00 cost or value)</i>	\$1,000.00
Appeals	\$100.00
<i>For time extension</i>	\$100.00
Variances	\$100.00
Subdivision Changes	---
<i>Amendments</i>	\$100 + \$50 per lot
<i>Vacation</i>	\$100.00
<i>Lot Line Adjustments</i>	\$100.00
ROW / Alley Vacation	\$50.00
Preliminary Plat Review	\$150 + \$25 per lot
Final Plat Review	\$200.00
PUD Permits	\$250 + \$50 per residential lot + \$100 per commercial lot
Business Sign Permit Fee	\$50.00
Work Done without Permit	200% permit fee and prove up work

Source: San Juan County Website, accessed 2/19/2024, <https://sanjuancounty.org/planning/page/planning-documents>

Table 24: San Juan County Building Permit Fees

Total Valuation	Fee
\$1-\$500	\$65
\$501- \$2,000	\$65 for the first \$500, plus \$3.66 for each additional \$100 or fraction thereof, up to and including \$2,000
\$2,001-\$25,000	\$119.90 for the first \$2000, plus \$16.80 for each additional \$1000 or fraction thereof, up to and including \$25,000

\$25,001-\$100,000	\$506.30 for the first \$25,000, plus \$12.12 for each additional \$1,000 or fraction thereof, up to and including \$50,000
\$100,001-\$500,000	\$809.30 for the first \$50,000, plus \$8.40 for each additional \$1,000 or fraction thereof, up to and including \$100,000
\$50,001-\$100,000	\$1229.30 for the first \$100,000, plus \$6.72 for each additional \$1,000 or fraction thereof, up to and including \$500,000
\$100,001-\$1,000,000	\$3917.30 for the first \$500,000, plus \$6.72 for each additional \$1,000 or fraction thereof, up to and including \$1,000,000
\$1,000,001 and above	\$7277.30 for the first \$1,000,000, plus \$6.72 for each additional \$1,000 or fraction thereof

Source: San Juan County Land Use, Development, and Management Ordinance, 2022

Property Tax

Property taxes in San Juan County are based upon the Fair Market Value of an individual's property (i.e. the amount a property would sell for under normal circumstances) as of January 1st of the tax year. The tax values are based on actual sales throughout the County, and sales from outside of the County are rarely used as a comparison.⁵²

The County provides the following tax abatements: Circuit Breaker, Low Income, Hardship, Veteran, Blind, Disability and Widow or Widower.⁵³

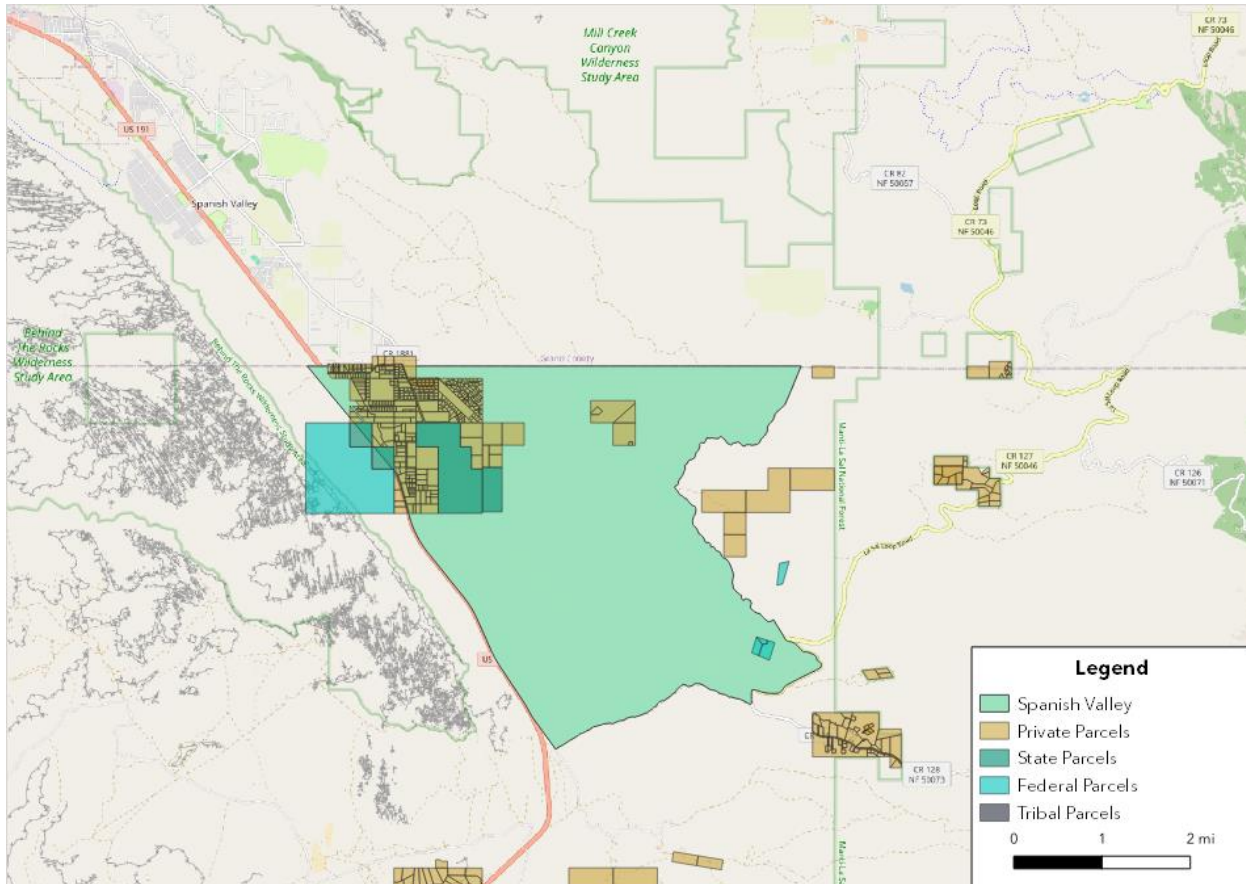
⁵² "Assessor," San Juan County website, accessed February 19, 2024, <https://sanjuancounty.org/assessor>.

⁵³ "Abatements and Relief," San Juan County website, accessed February 19, 2024, <https://sanjuancounty.org/treasurer/page/abatements-and-relief>.

SPANISH VALLEY SUMMARY

Spanish Valley is an unincorporated community to the far north of San Juan County, on the border of Moab and Grand County. Because of its location, Spanish Valley is functionally a bedroom community for Moab, with most people going into Moab proper for work and commerce. This report only deals with the portion of Spanish Valley within the County.

Figure 55: Parcel Map of Spanish Valley



Source: Utah Geospatial Resource Center, State Geographic Information Datasource, <https://gis.utah.gov/sgid/>

The population of Spanish Valley is much older than the population of the County as a whole, with over 50% of Spanish Valley residents over 45 years old (Figure 56). Additionally, Spanish Valley has some of the lowest representation of American Indian populations in the County. About 4% of Spanish Valley residents are American Indian (Table 26), compared to about 50% in the County overall. Additionally, poverty rates in Spanish Valley trend significantly lower than the rest of the county and tend to stay below poverty rates in the US and the rest of Utah (Figure 58). The median income is only slightly higher in Spanish Valley than the rest of the County (Figure 60), and most Spanish Valley households could be categorized as upper middle class (Figure 59).

Single-family homes dominate in Spanish Valley (87.5%), and only 12.5% of housing units are categorized as "mobile home or other type of housing" (Table 27). Of the homes that are vacant in Spanish Valley, almost all are used primarily for seasonal, recreational, or occasional use (Figure 66).

Spanish Valley could benefit from increased zoning code enforcement and development of a town core, or community hub. This would help Spanish Valley feel more cohesive as a community, separate from Moab.

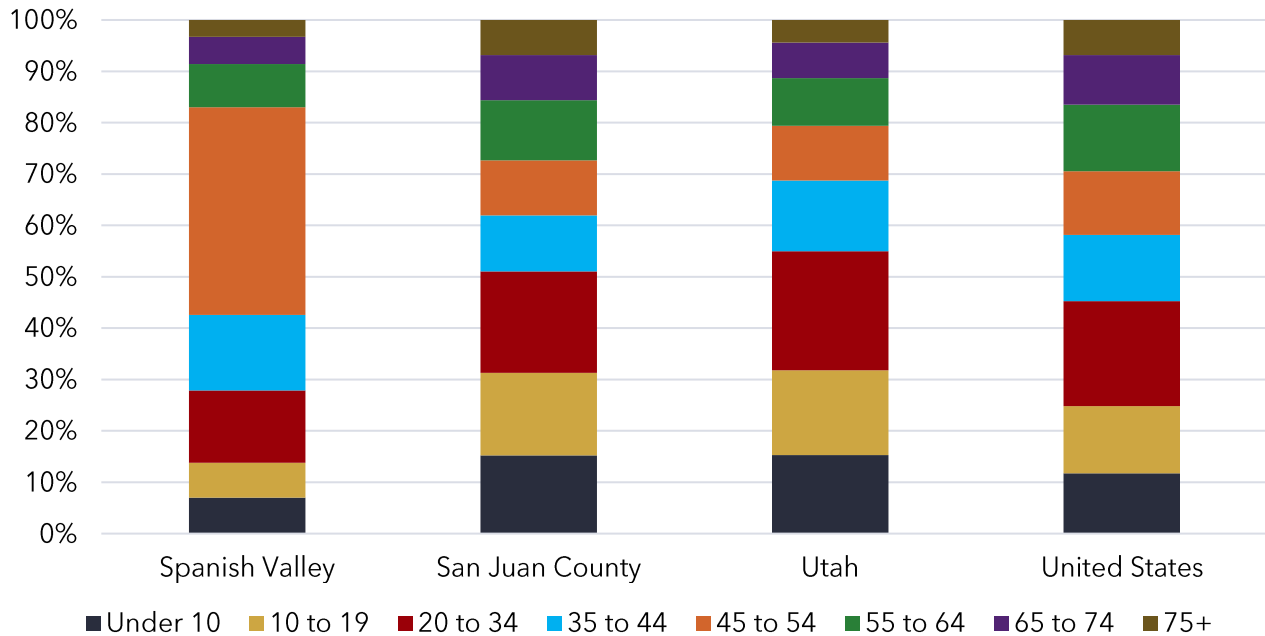
Demographic & Socioeconomic Trends

Table 25: Population Growth, Spanish Valley

Area	2010 Population	2023 Population	Numerical Change	% Change
Spanish Valley	540	453	(87)	(16.1%)
San Juan County	14,746	14,332	(414)	(2.8%)
Utah	2,763,885	3,458,220	694,335	25.1%
United States	308,745,538	337,470,185	28,724,647	9.3%

Source: Esri Business Analyst, 2023

Figure 56: Population by Age, Spanish Valley



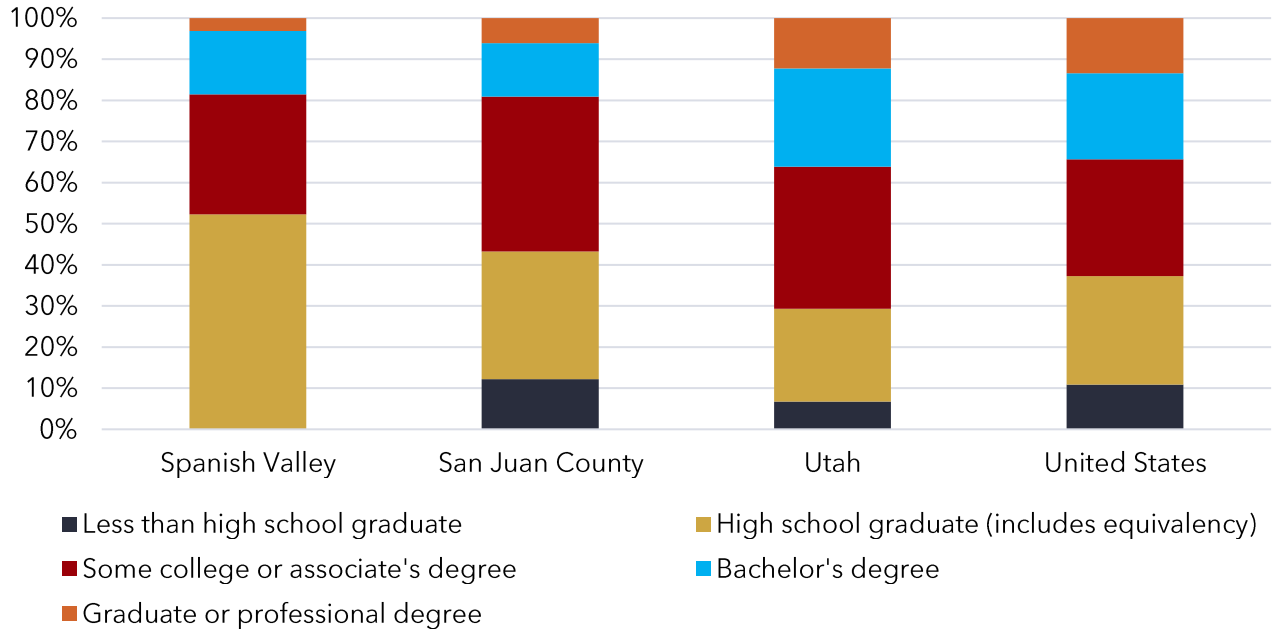
Source: U.S. Census Bureau 2022 American Community Survey Table S0101

Table 26: Race and Ethnicity Comparison, Spanish Valley

Region	White Alone	Black Alone	American Indian Alone	Asian Alone	Pacific Islander Alone	Some Other Race Alone	Two or More Races	Hispanic Origin
Spanish Valley	89.2%	0.0%	4.2%	0.9%	0.0%	0.9%	4.9%	4.4%
San Juan County	43.2%	0.2%	50.1%	0.4%	0.4%	1.4%	4.3%	5.1%
Utah	77.8%	1.3%	1.3%	2.5%	1.2%	7.0%	9.0%	15.7%
United States	60.6%	12.5%	1.1%	6.2%	0.2%	8.7%	10.6%	19.4%

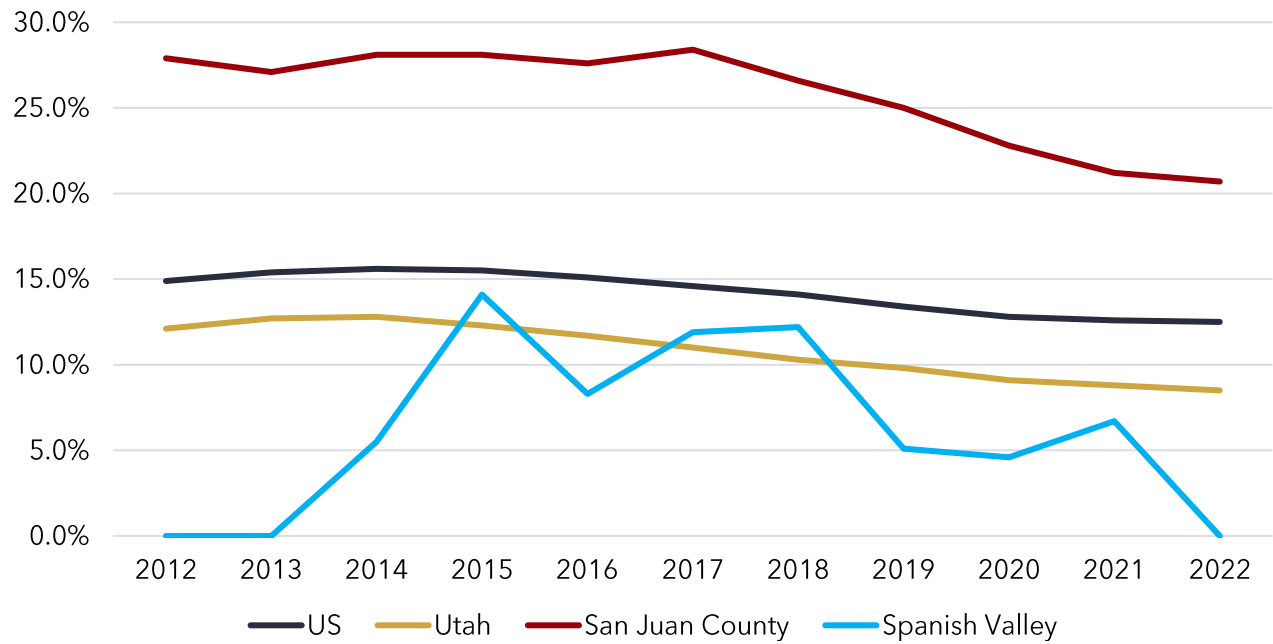
Source: Esri Business Analyst, 2023

Figure 57: Educational Attainment, Spanish Valley



Source: U.S. Census Bureau, 2022 American Community Survey Table B06009

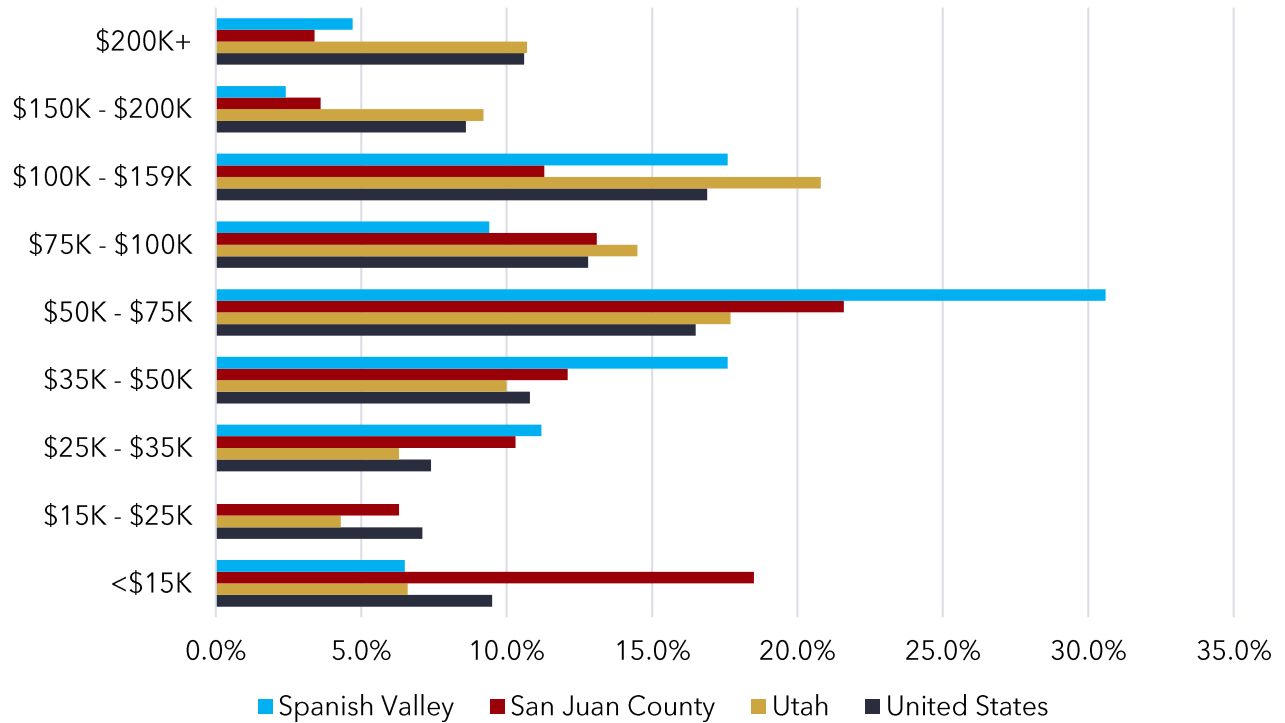
Figure 58: Population in Poverty, Spanish Valley, 2012-2022



Source: Census Bureau American Community Survey 2022 Table S1701

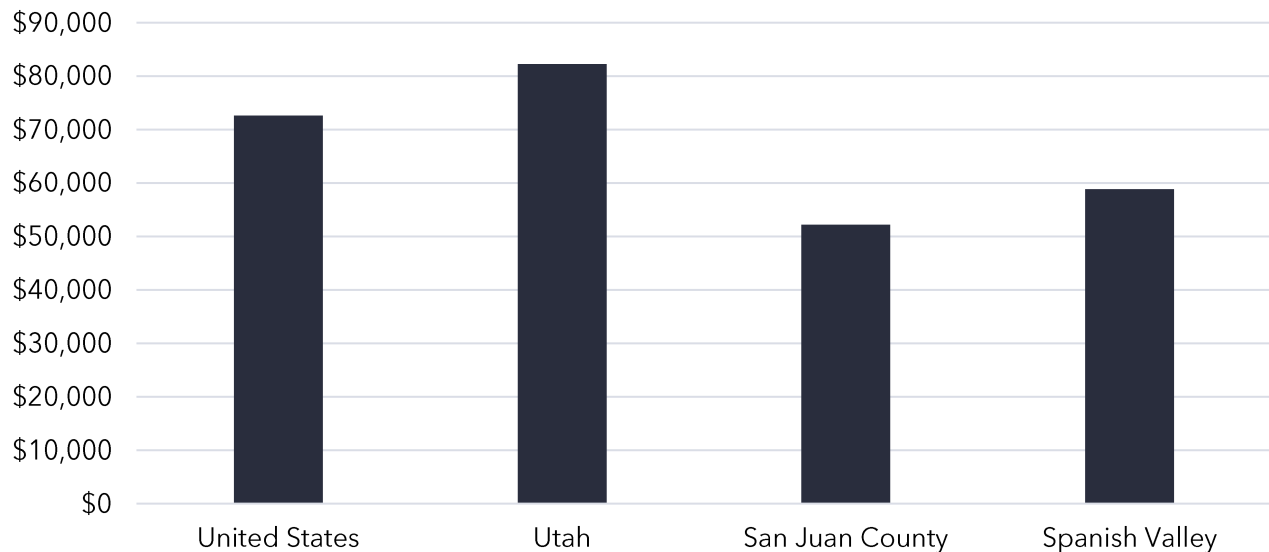
Household Income & Expenditures

Figure 59: Distribution of Household Income, Spanish Valley



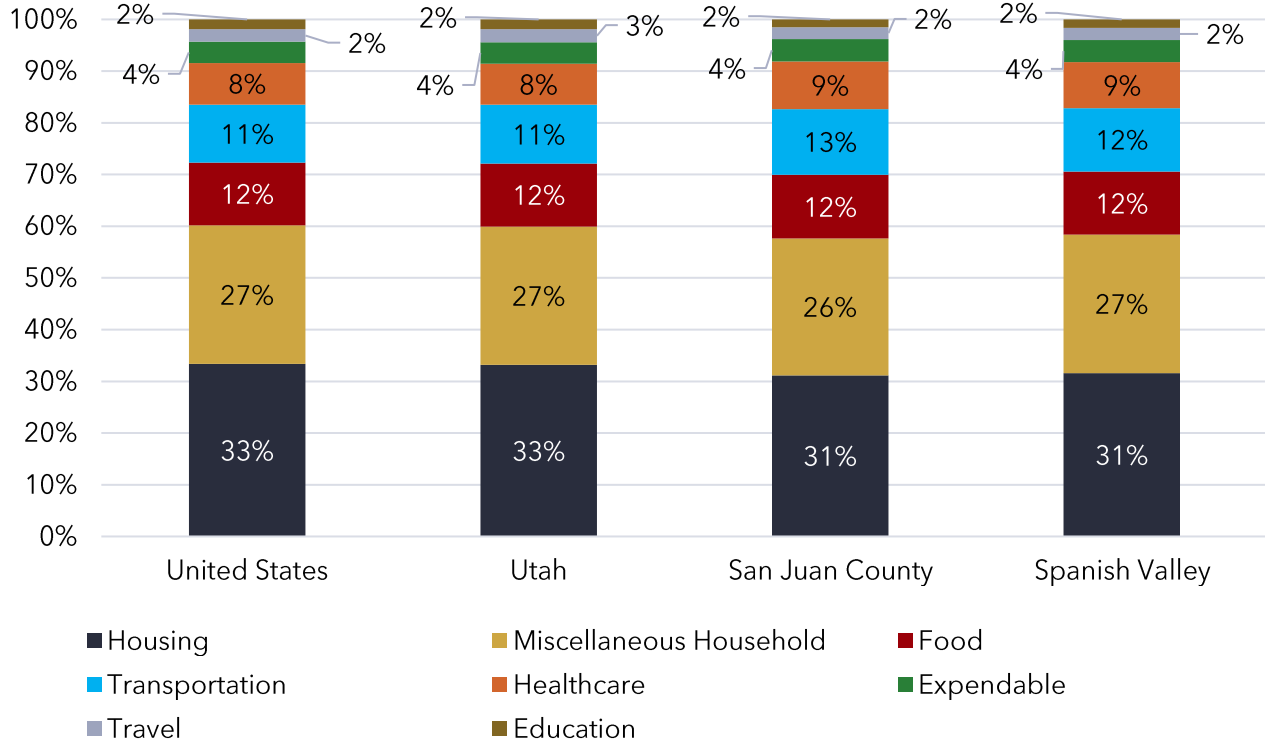
Source: Esri Business Analyst, Demographic and Income Profile, 2023

Figure 60: Median Household Income, Spanish Valley



Source: Esri Business Analyst, Demographic and Income Profile, 2023

Figure 61: Spanish Valley Monthly Household Budget Expenditures⁵⁴



Source: Esri Business Analyst, Household Budget Expenditures, 2023

Housing Trends

Trends in housing supply are measured with many metrics, including building permits, home values, and home sales data. To get different angles on the region’s housing situation, we collected data from various platforms.

Building Types and Tenure

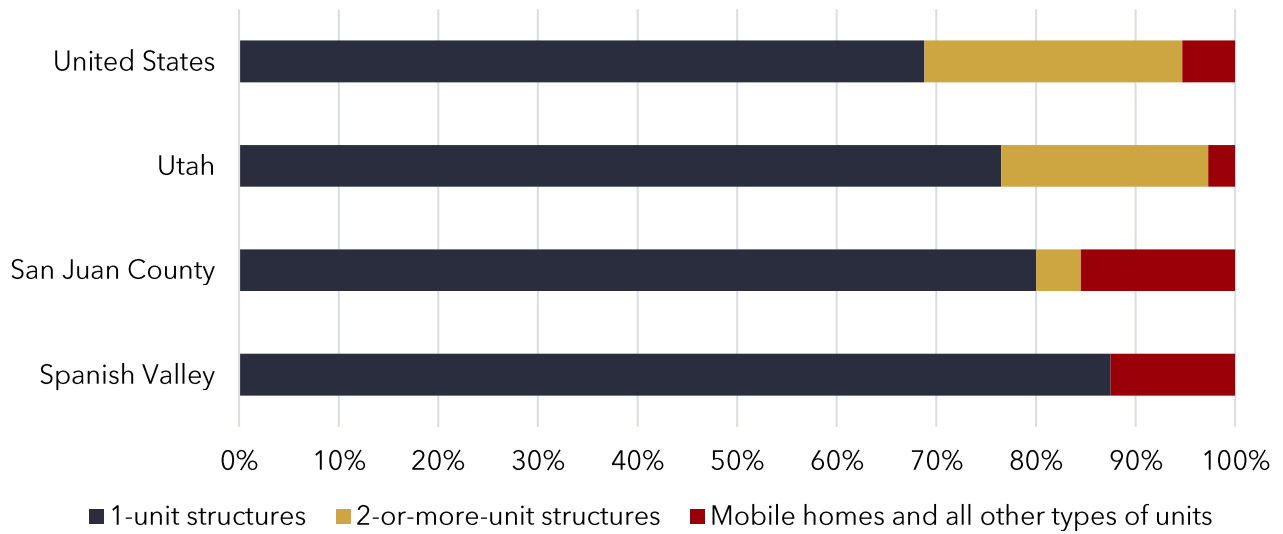
Table 27: Percent Housing by Type, Spanish Valley, 2022

Housing Type	Spanish Valley		San Juan County		Utah	USA
	#	%	#	%	%	%
Occupied housing units	200	100.0%	4,457	100.0%	100.0%	100.0%
1, detached	166	83.0%	3,512	78.8%	69.0%	62.5%
1, attached	9	4.5%	54	1.2%	7.5%	6.3%
2 apartments	0	0.0%	69	1.5%	2.3%	3.3%
3 or 4 apartments	0	0.0%	102	2.3%	3.8%	4.2%
5 to 9 unit apartments	0	0.0%	26	0.6%	3.2%	4.5%
10+ unit apartments	0	0.0%	3	0.1%	11.5%	13.8%
Mobile home or other type of housing	25	12.5%	691	15.5%	2.7%	5.3%

Source: American Community Survey, 2022 5-Year Estimates, Table S2504

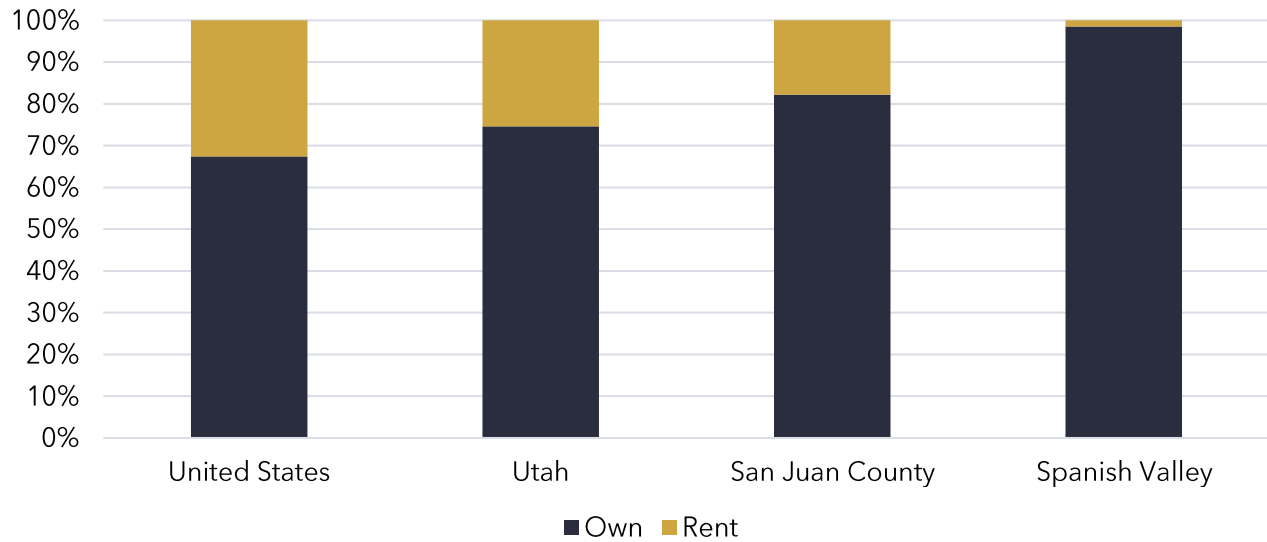
⁵⁴ Miscellaneous household expenditures include apparel and services, personal care products, funeral expenses, legal fees, banking service charges, accounting fees, credit card membership fees, shopping club membership fees, support payments, life insurance, and pensions and social security.

Figure 62: Housing Units in Structure, Spanish Valley, 2022



Source: American Community Survey, 2022 5-Year Estimates, Table S1101

Figure 63: Owner-Occupied and Renter-Occupied Homes, Spanish Valley, 2022⁵⁵

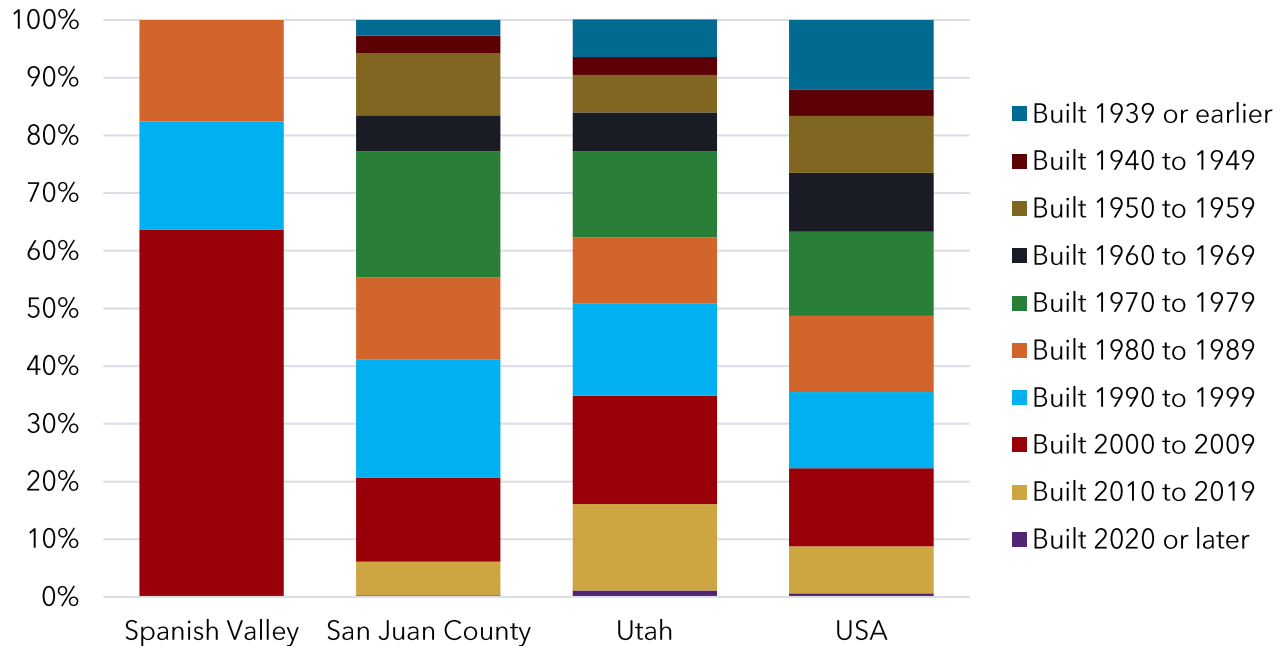


Source: American Community Survey, 2022 5-Year Estimates, Table B25008

⁵⁵ Concerning short-term rentals, the Census will consider a home used for short-term rentals owner-occupied if the owner lives there for most of the time. It could also be listed as vacant if the owner does not. However, short-term rentals would not be categorized as renter-occupied.

Housing Stock and Occupancy Rates

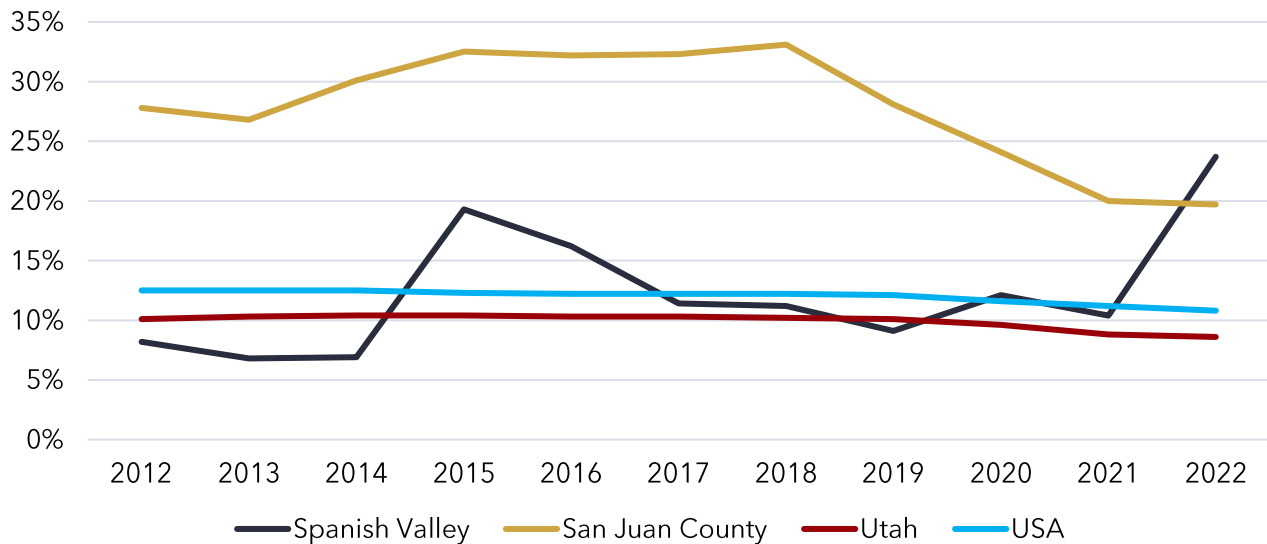
Figure 64: Age of Housing Stock, Spanish Valley, 2022



Source: American Community Survey, 2022 5-Year Estimates, Table DP04

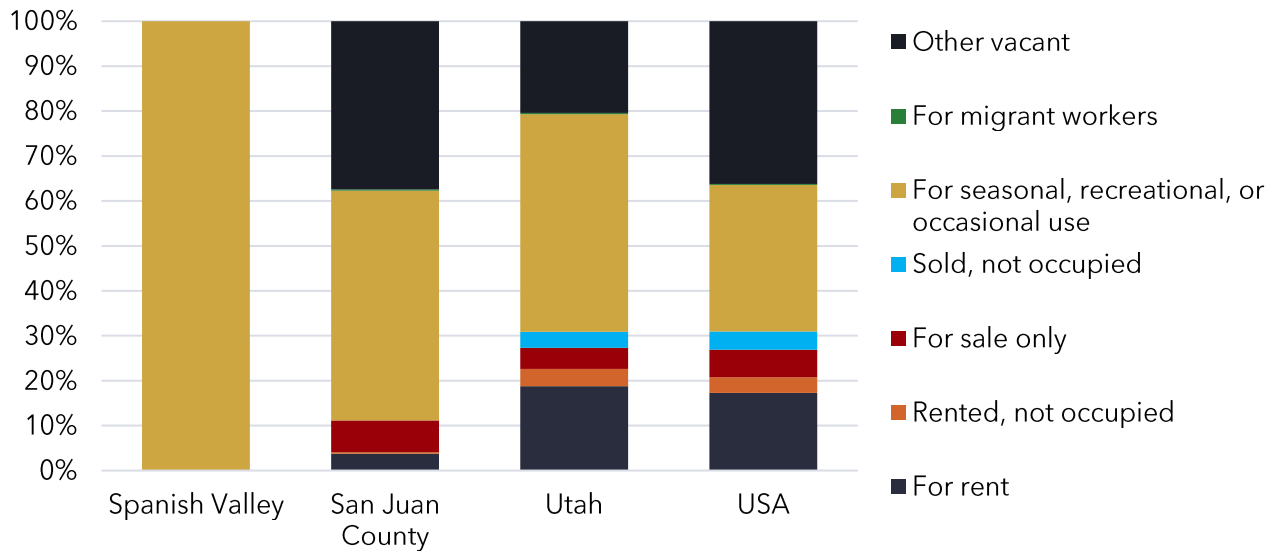
Vacancy rates are a signal of consumer demand within the real estate market.

Figure 65: Vacancy Rate, Spanish Valley, 2012-2022



Source: American Community Survey, 2022 5-Year Estimates, Table DP04

Figure 66: Vacancy Status, Spanish Valley, 2022



Source: American Community Survey, 2022 5-Year Estimates, Table DP04

Community Engagement Summary

Key Themes from On-Site Meetings

Unlike most of the other communities in San Juan County, Spanish Valley has expanded in recent years due to its proximity to Moab. Practically, Spanish Valley is almost an extension of Moab, as there is no gap in development between Moab and Spanish Valley. Furthermore, most of the residents of Spanish Valley commute to Moab for work rather than Monticello or Blanding. Residents indicated to us that the primary challenges in Spanish Valley are uncontrolled growth, seemingly haphazard zoning, and the influx of short-term rentals.

Spanish Valley Zoning Code⁵⁶

Chapter 1 - "SVR" Spanish Valley Residential Zone

<i>Intent</i>	The Spanish Valley Residential (SVR) District is designed primarily to accommodate residential uses in large lot (one-acre or greater) and smaller lot (1/4 acres up to 1 acre) developments. In addition to the Uses and Lot Design Standards of this section, development in this district shall be in compliance with all other applicable provisions of the San Juan County Land Use Ordinance, and shall promote and protect public health, safety, and welfare.
<i>Permitted Uses (res.)</i>	Single-family, two-family (duplex), manufactured
<i>Conditional Uses (res.)</i>	All other household living uses (5 th wheels, trailers, etc.)
<i>Size</i>	None
<i>Height</i>	Maximum of 35 ft, not to exceed three stories
<i>Width</i>	None
<i>Setbacks (F,R,S)</i>	25, 20 for street side 8 for interior, 25

⁵⁶ This zoning code is a draft from September 2019. PC understands that San Juan County is in the midst of zoning changes for Spanish Valley, and that this may not be the most up to date (and certainly not the final) version.

Chapter 2 - "PC" Spanish Valley Planned Community Zone

<i>Intent</i>	The purpose of the Spanish Valley Planned Community (PC) District is to provide a regulatory tool that allows large properties in the San Juan County portion of the Spanish Valley to be developed in accordance with a specific plan.
<i>Permitted Uses (res.)</i>	Single family detached, single family attached, multifamily residential, town homes, loft apartments, above ground floor residential units, manufactured home communities
<i>Conditional Uses (res.)</i>	None
<i>Size</i>	None
<i>Height</i>	None
<i>Width</i>	None
<i>Setbacks (F,R,S)</i>	None

Chapter 3 - "RF" Spanish Valley Residential Flex Planned Community Zone

<i>Intent</i>	An ordinance clarifying the specific uses and relationships between uses within the Residential Flex Planned Community (RF) District (RF Zone). The requirements for a Large Planned Community development detailed for the PC Zone shall otherwise apply.
<i>Permitted Uses (res.)</i>	Single-family, multi-family, townhomes, employee housing
<i>Conditional Uses (res.)</i>	None
<i>Size</i>	None
<i>Height</i>	Maximum of 35 feet or three stories
<i>Width</i>	None
<i>Setbacks (F,R,S)</i>	25, 25, 25

Chapter 4 - "BF" Spanish Valley Business Flex Planned Community Zone

<i>Intent</i>	An ordinance clarifying the specific uses and relationships of uses within the Business Flex Planned Community (BF) District (BF Zone). Unless specifically mentioned in this chapter, the requirements for Planned Community development detailed for the PC Zone shall apply.
<i>Permitted Uses (res.)</i>	Employee housing, short-term visitor housing
<i>Conditional Uses (res.)</i>	None
<i>Size</i>	None
<i>Height</i>	Not specified for residential
<i>Width</i>	None
<i>Setbacks (F,R,S)</i>	Not specified for residential

Chapter 5 - "HF" Spanish Valley Highway Flex Planned Community Zone

<i>Intent</i>	An ordinance clarifying the specific uses and relationships of uses within the Highway Flex Planned Community (HF) District (HF Zone). Unless specifically mentioned in this chapter, the requirements for a Large Planned Community development detailed for the PC Zone shall otherwise apply.
<i>Permitted Uses (res.)</i>	Employee housing, short-term visitor housing
<i>Conditional Uses (res.)</i>	None
<i>Size</i>	None
<i>Height</i>	Not specified for residential
<i>Width</i>	None
<i>Setbacks (F,R,S)</i>	Not specified for residential

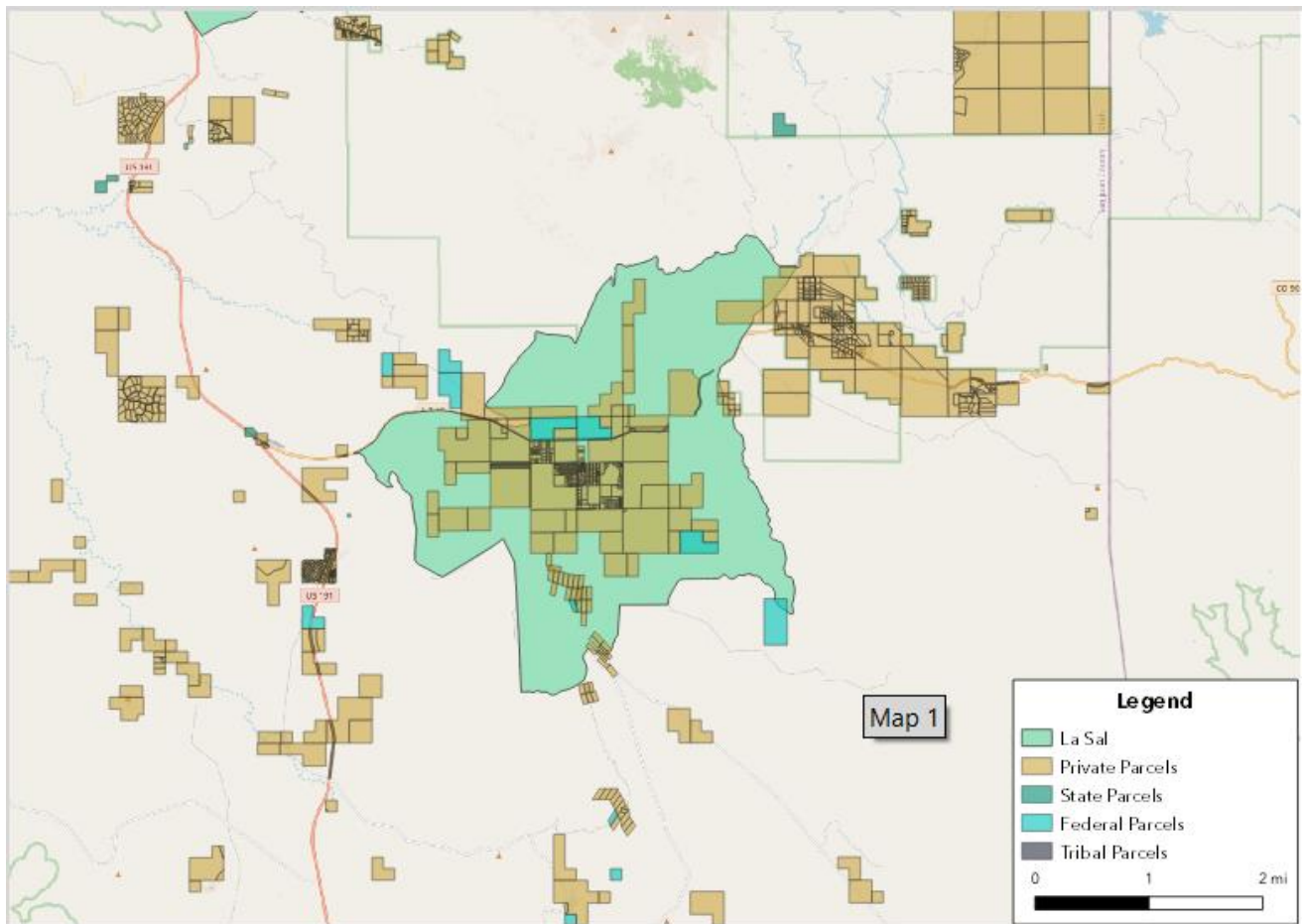
LA SAL SUMMARY

La Sal is a small, rural unincorporated community in the northeast of San Juan County. Most residents of La Sal either commute to Moab, Monticello, or Blanding for work, or work in one of the nearby area mines. Local services are limited, but residents enjoy beautiful views of the La Sal Mountain range.

La Sal has quite a large population of retirees, with 66% of the population falling into the 75+ age group (Figure 68). The population of La Sal has lower rates of formal, secondary education than the rest of the County (Figure 69), likely due to the large portion of blue-collar workers and mine workers residing in the area. La Sal has also seen high rates of poverty in the past (Figure 70), although poverty rates declined significantly in 2022.

Housing stock in La Sal is primarily single-family homes (90%). The remaining 10% is composed of manufactured homes (Table 30). Almost all housing in La Sal was built prior to 2000 (Figure 76). Vacancy rates are very low in La Sal (Figure 77), which may make it difficult to find housing. Creative strategies to increase workforce housing would greatly benefit the community.

Figure 67: Parcel Map of La Sal



Source: Utah Geospatial Resource Center, State Geographic Information Datasource, <https://gis.utah.gov/sgid/>

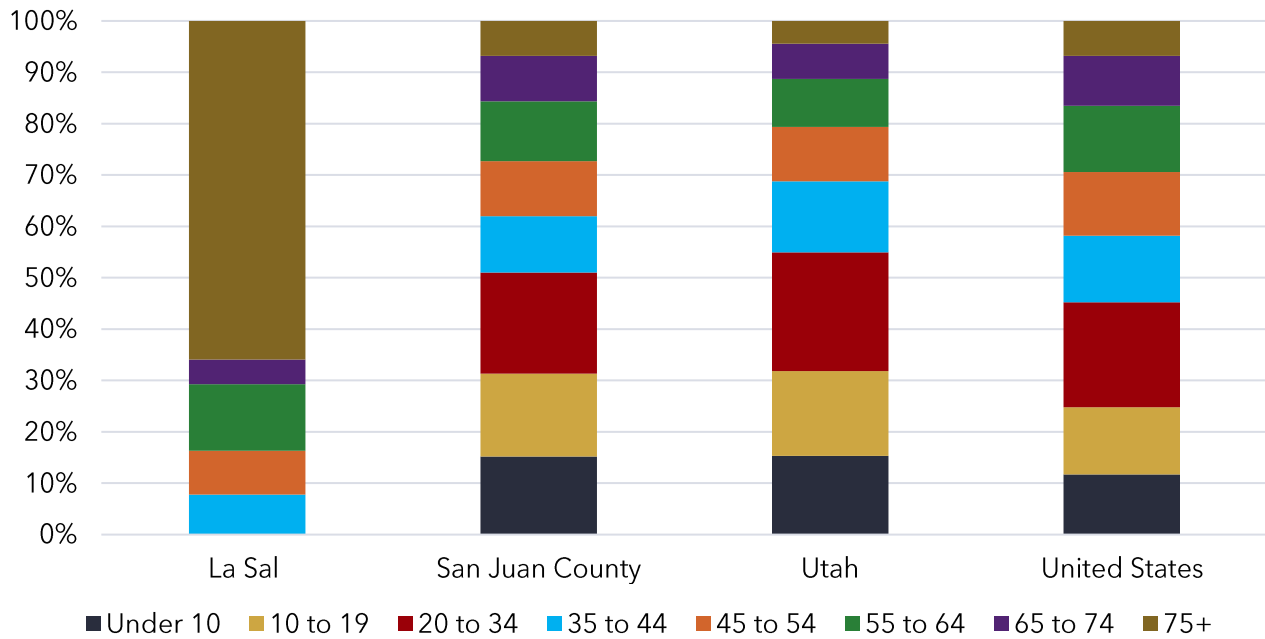
Demographic & Socioeconomic Trends

Table 28: Population Growth, La Sal

Area	2010 Population	2023 Population	Numerical Change	% Change
La Sal CDP	355	313	(42)	(11.8%)
San Juan County	14,746	14,332	(414)	(2.8%)
Utah	2,763,885	3,458,220	694,335	25.1%
United States	308,745,538	337,470,185	28,724,647	9.3%

Source: Esri Business Analyst, 2023

Figure 68: Population by Age, La Sal



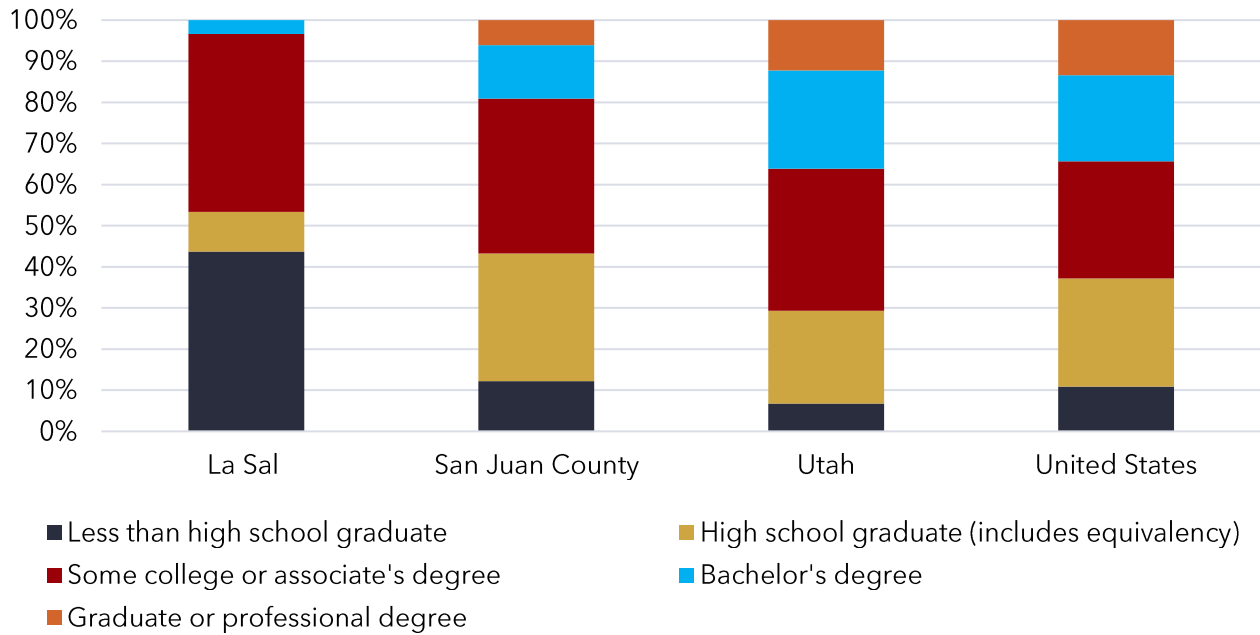
Source: U.S. Census Bureau 2022 American Community Survey Table S0101

Table 29: Race and Ethnicity Comparison, La Sal

Region	White Alone	Black Alone	American Indian Alone	Asian Alone	Pacific Islander Alone	Some Other Race Alone	Two or More Races	Hispanic Origin
La Sal	88.2%	0.0%	4.8%	0.6%	0.0%	1.6%	4.8%	6.7%
San Juan County	43.2%	0.2%	50.1%	0.4%	0.4%	1.4%	4.3%	5.1%
Utah	77.8%	1.3%	1.3%	2.5%	1.2%	7.0%	9.0%	15.7%
United States	60.6%	12.5%	1.1%	6.2%	0.2%	8.7%	10.6%	19.4%

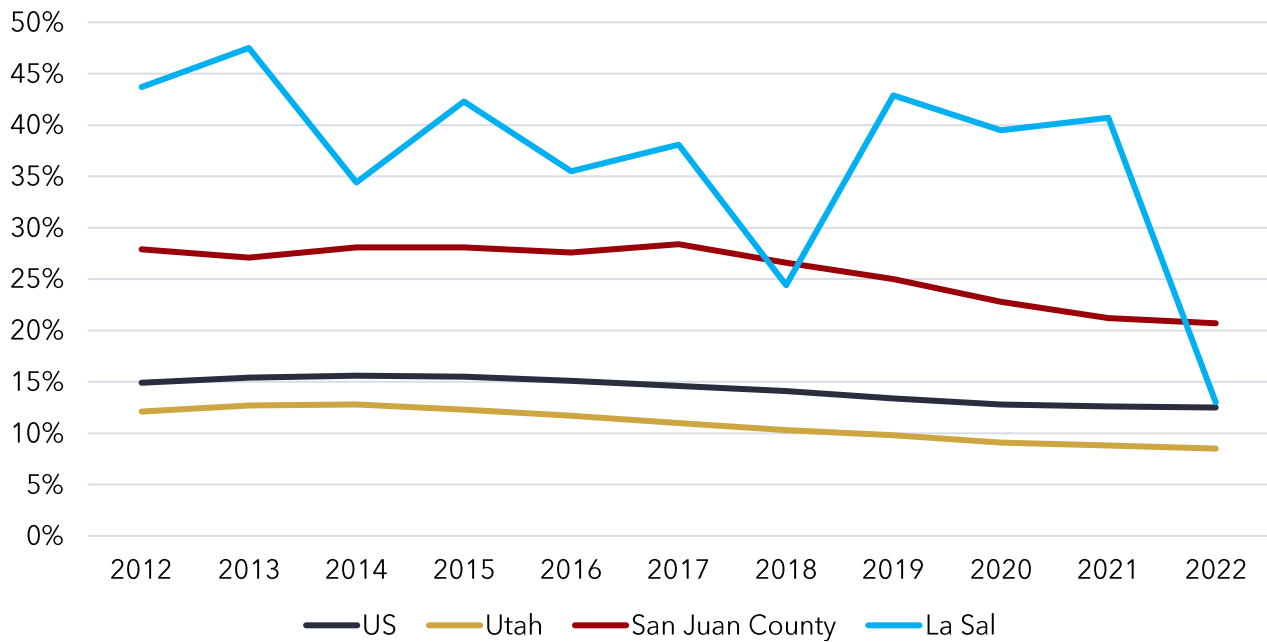
Source: Esri Business Analyst, 2023

Figure 69: Educational Attainment, La Sal



Source: U.S. Census Bureau, 2022 American Community Survey Table B06009

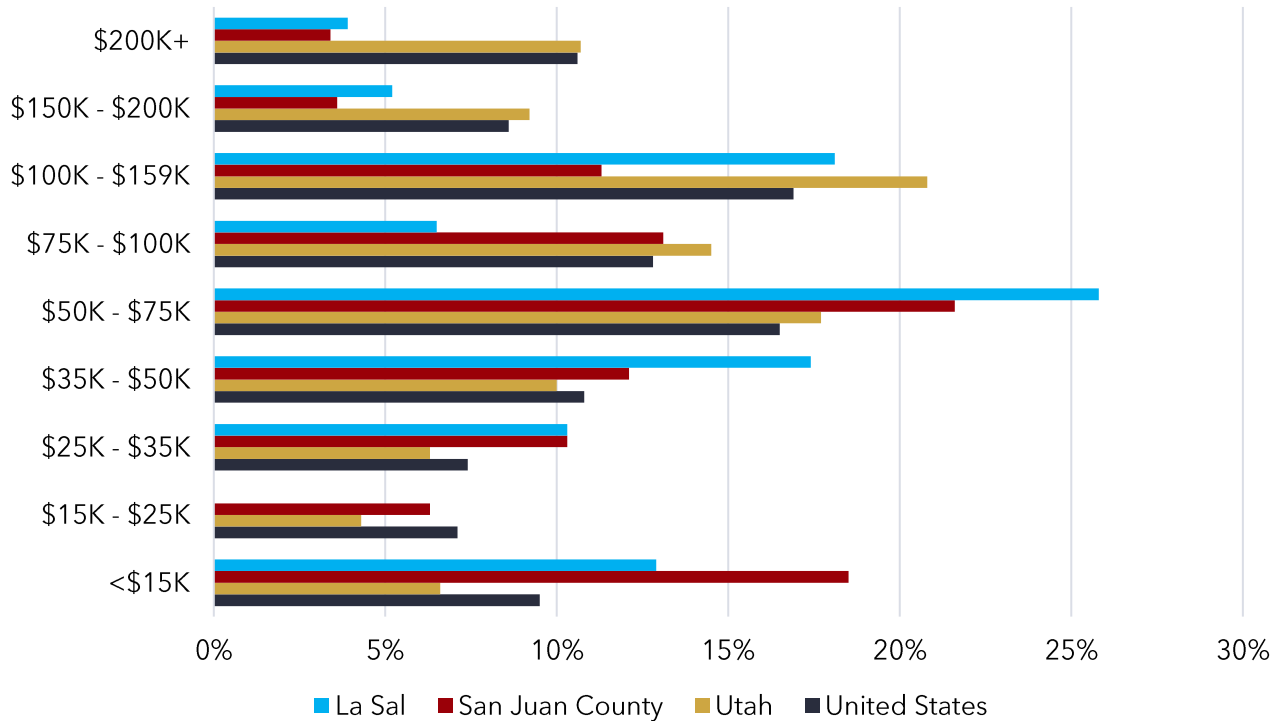
Figure 70: Population in Poverty, La Sal, 2012-2022



Source: Census Bureau American Community Survey 2022 Table S1701

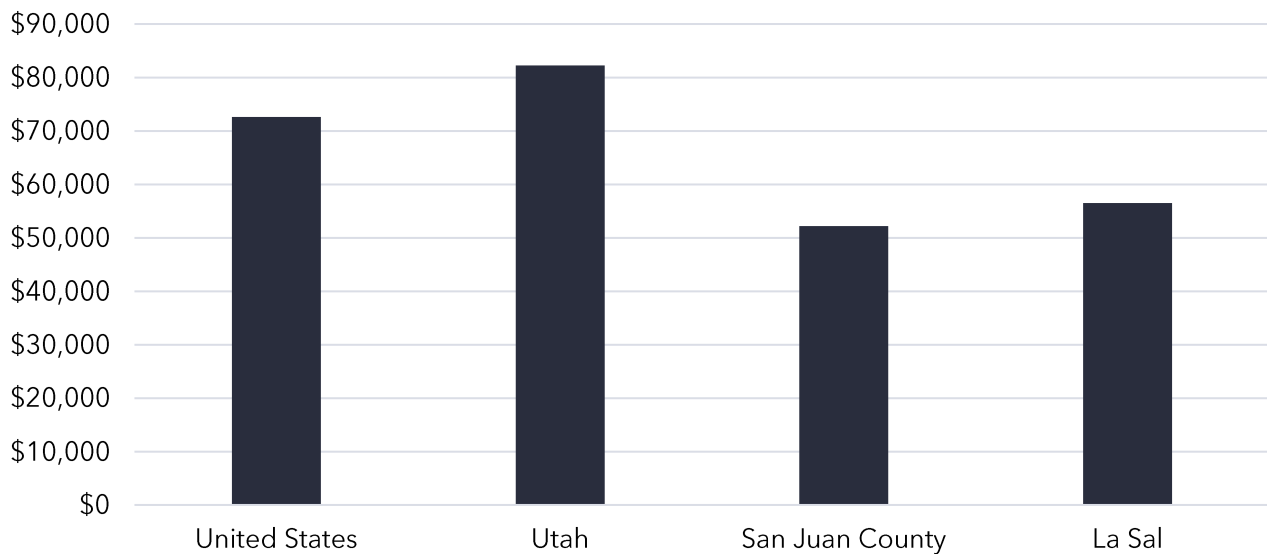
Household Income & Expenditures

Figure 71: Distribution of Household Income, Spanish Valley



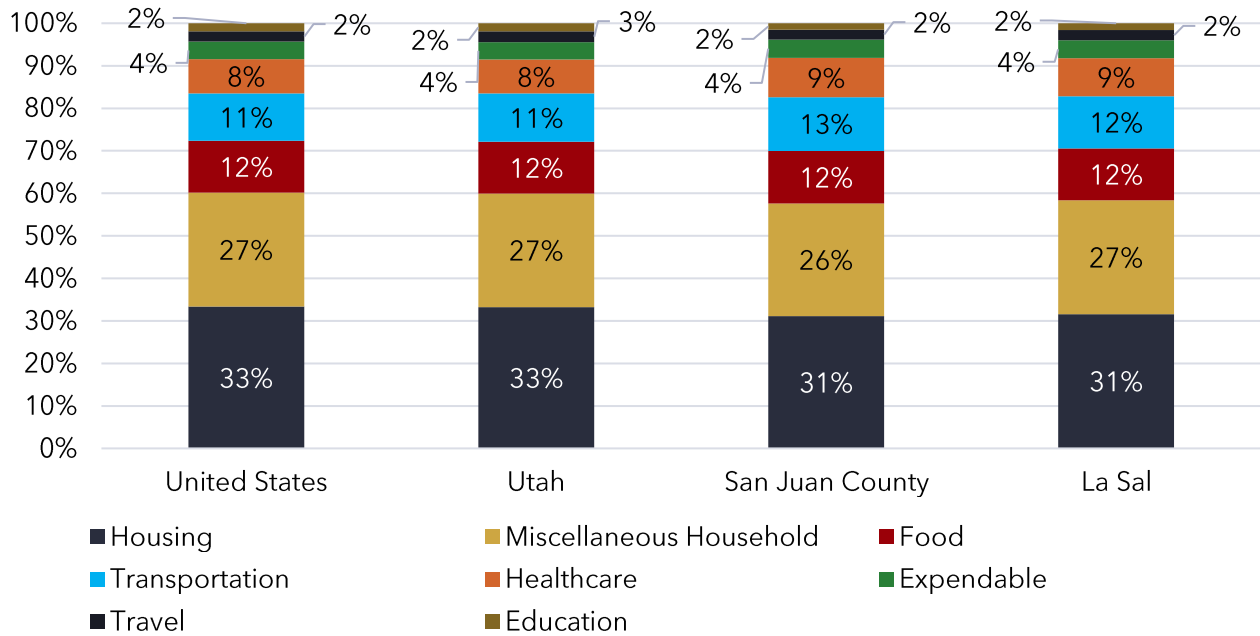
Source: Esri Business Analyst, Demographic and Income Profile, 2023

Figure 72: Median Household Income, La Sal



Source: Esri Business Analyst, Demographic and Income Profile, 2023

Figure 73: La Sal Monthly Household Budget Expenditures⁵⁷



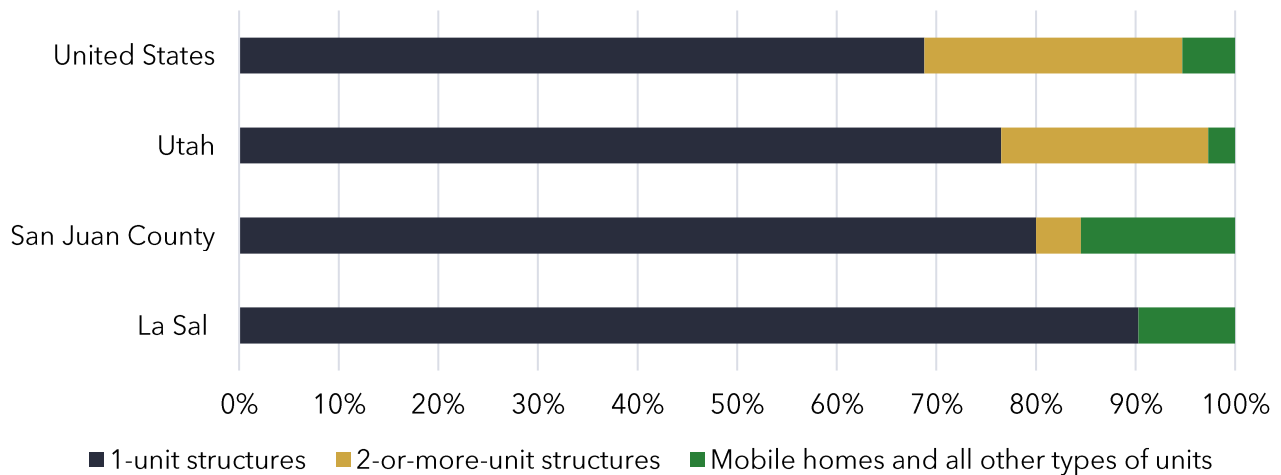
Source: Esri Business Analyst, Household Budget Expenditures, 2023

Housing Trends

Trends in housing supply are measured with many metrics, including building permits, home values, and home sales data. To get different angles on the region’s housing situation, we collected data from various platforms.

Building Types and Tenure

Figure 74: Housing Units in Structure, La Sal, 2022



Source: American Community Survey, 2022 5-Year Estimates, Table S1101

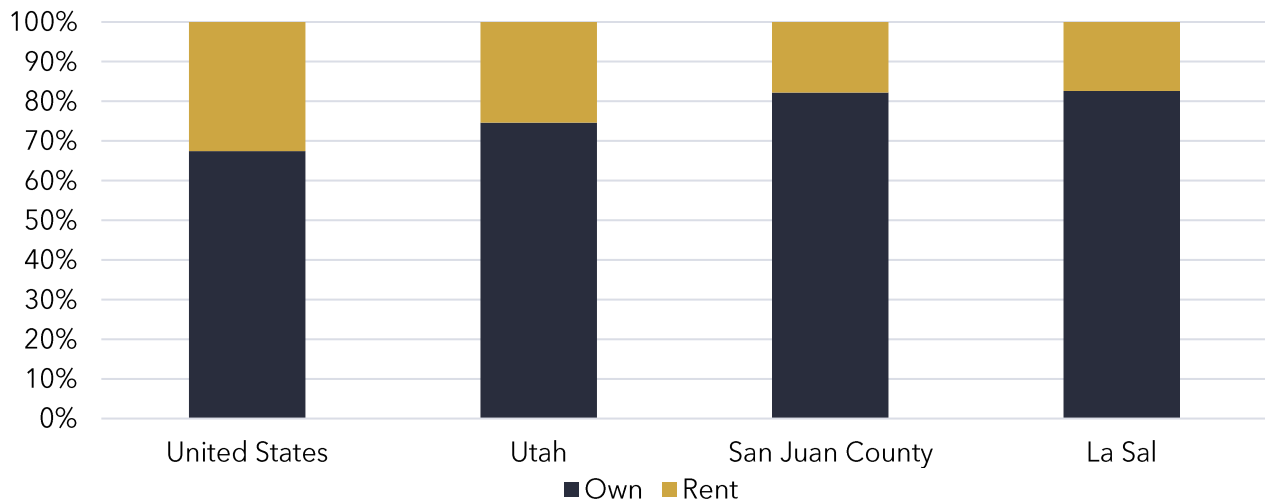
⁵⁷ Miscellaneous household expenditures include apparel and services, personal care products, funeral expenses, legal fees, banking service charges, accounting fees, credit card membership fees, shopping club membership fees, support payments, life insurance, and pensions and social security.

Table 30: Percent Housing by Type, La Sal, 2022

Housing Type	La Sal		San Juan County		Utah	USA
	#	%	#	%	%	%
Occupied housing units	144	100.0%	4,457	100.0%	100.0%	100.0%
1, detached	130	90.3%	3,512	78.8%	69.0%	62.5%
1, attached	0	0.0%	54	1.2%	7.5%	6.3%
2 apartments	0	0.0%	69	1.5%	2.3%	3.3%
3 or 4 apartments	0	0.0%	102	2.3%	3.8%	4.2%
5 to 9 unit apartments	0	0.0%	26	0.6%	3.2%	4.5%
10+ unit apartments	0	0.0%	3	0.1%	11.5%	13.8%
Mobile home or other type of housing	14	9.7%	691	15.5%	2.7%	5.3%

Source: American Community Survey, 2022 5-Year Estimates, Table S2504

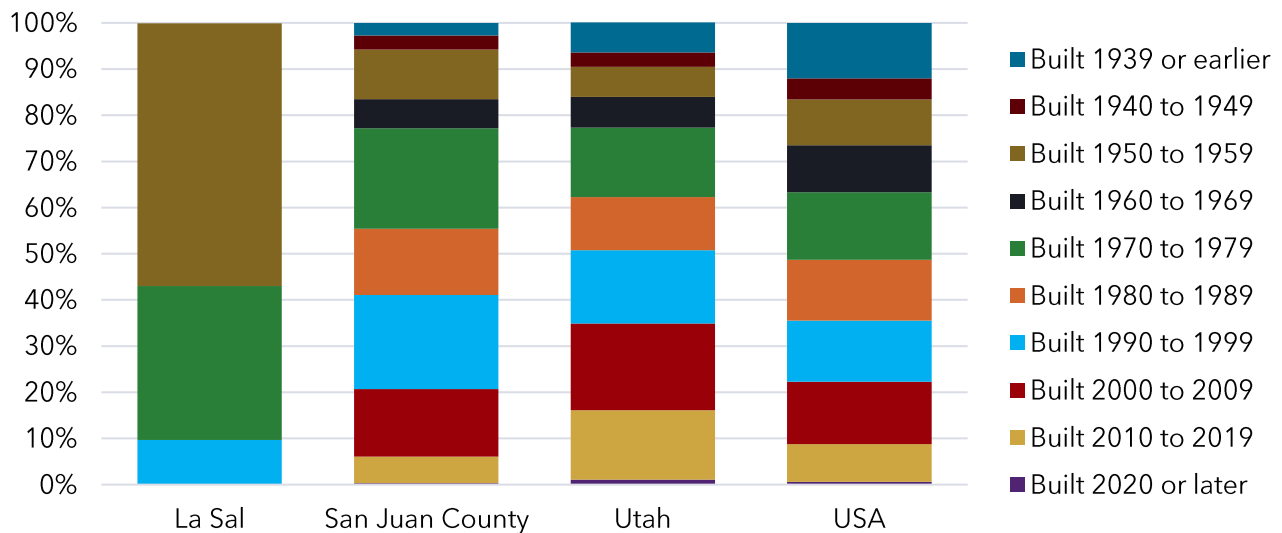
Figure 75: Owner-Occupied and Renter-Occupied Homes, La Sal, 2022



Source: American Community Survey, 2022 5-Year Estimates, Table B25008

Housing Stock and Occupancy Rates

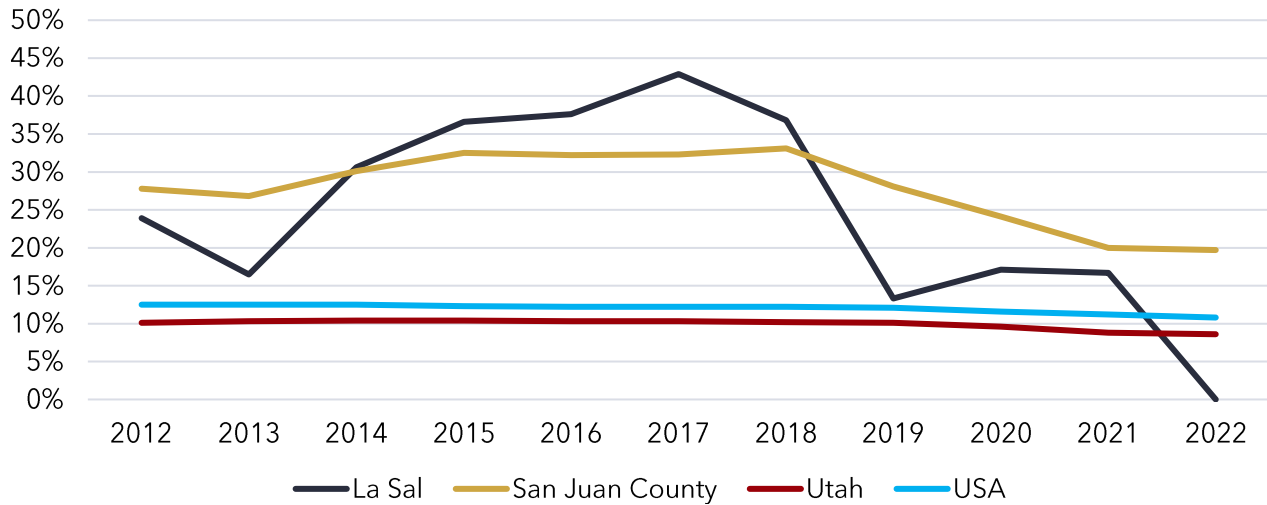
Figure 76: Age of Housing Stock, La Sal, 2022



Source: American Community Survey, 2022 5-Year Estimates, Table DP04

Vacancy rates are a signal of consumer demand within the real estate market.

Figure 77: Vacancy Rate, La Sal, 2012-2022



Source: American Community Survey, 2022 5-Year Estimates, Table DP04

Community Engagement Summary

Key Themes from On-Site Meetings

La Sal faces unique challenges in northern San Juan County. While its proximity to multiple mines, as well as Moab, would make it an ideal location for commuters, the community is highly constrained by infrastructure and available land. There’s a shortage of available housing, and what is available is expensive or run-down. Furthermore, due to water constraints, land-locking, and the difficulty of attracting developers to such a small community, there is not much potential for increasing the housing stock. La Sal currently doesn’t have enough housing for the migrant mining population, and certainly not enough housing to attract workers from Moab. There are some mine workers who commute from as far Dove Creek (over an hour away). Lisbon Valley mine has indicated that they would like to bring in 30 more workers, which La Sal will not be able to house. Many workers in La Sal are living in old, run-down RVs. Long-term residents remarked that a common problem in the area is lack of affordable rentals for young adults: it’s challenging for grown children to move out of their parents’ homes.

La Sal Zoning Code

San Juan County Zoning Ordinance Chapter 11 - “RR-1” Rural Residential Zone

<i>Intent</i>	To promote and preserve, in appropriate areas, conditions favorable to large-lot family life, the keeping of limited numbers of animals and fowl, and reduced requirements for public utilities. These districts are intended to be primarily residential in character and protected from encroachment by commercial and industrial uses.
<i>Permitted Uses (res.)</i>	Single-family dwellings, seasonal home or cabin, farm or ranch housing (including mobile homes)
<i>Conditional Uses (res.)</i>	Two-family dwellings
<i>Size</i>	None
<i>Height</i>	Maximum 35 ft or 2.5 stories
<i>Width</i>	None
<i>Setbacks (F,R,S,C)</i>	25, 25, 15, 30

San Juan County Zoning Ordinance Chapter 11 - "MU-1" Mixed Use Zone

<i>Intent</i>	To establish areas in mountain, hillside, canyon, mountain valley, desert and other open and generally undeveloped lands where human habitation would be limited in order to protect land and open space resources; to reduce unreasonable requirements for public utility and service expenditures through uneconomic and un-wise dispersal of population; to encourage use of the land, where appropriate, for forestry, grazing, agriculture, mining, wildlife habitat, and recreation; to avoid excessive damage to watersheds, water pollution, soil erosion, danger from brush land fires, damage to grazing, livestock raising, and to wildlife values; and, to promote the health, safety, convenience, order, prosperity, and general welfare of the inhabitants of the community.
<i>Permitted Uses (res.)</i>	Single-family dwellings, seasonal home or cabin, farm or ranch housing (including mobile homes)
<i>Conditional Uses (res.)</i>	Two-family dwellings
<i>Size</i>	None
<i>Height</i>	Maximum 35 ft or 2.5 stories
<i>Width</i>	None
<i>Setbacks (F,R,S,C)</i>	25, 25, 15, 30

MONTICELLO SUMMARY

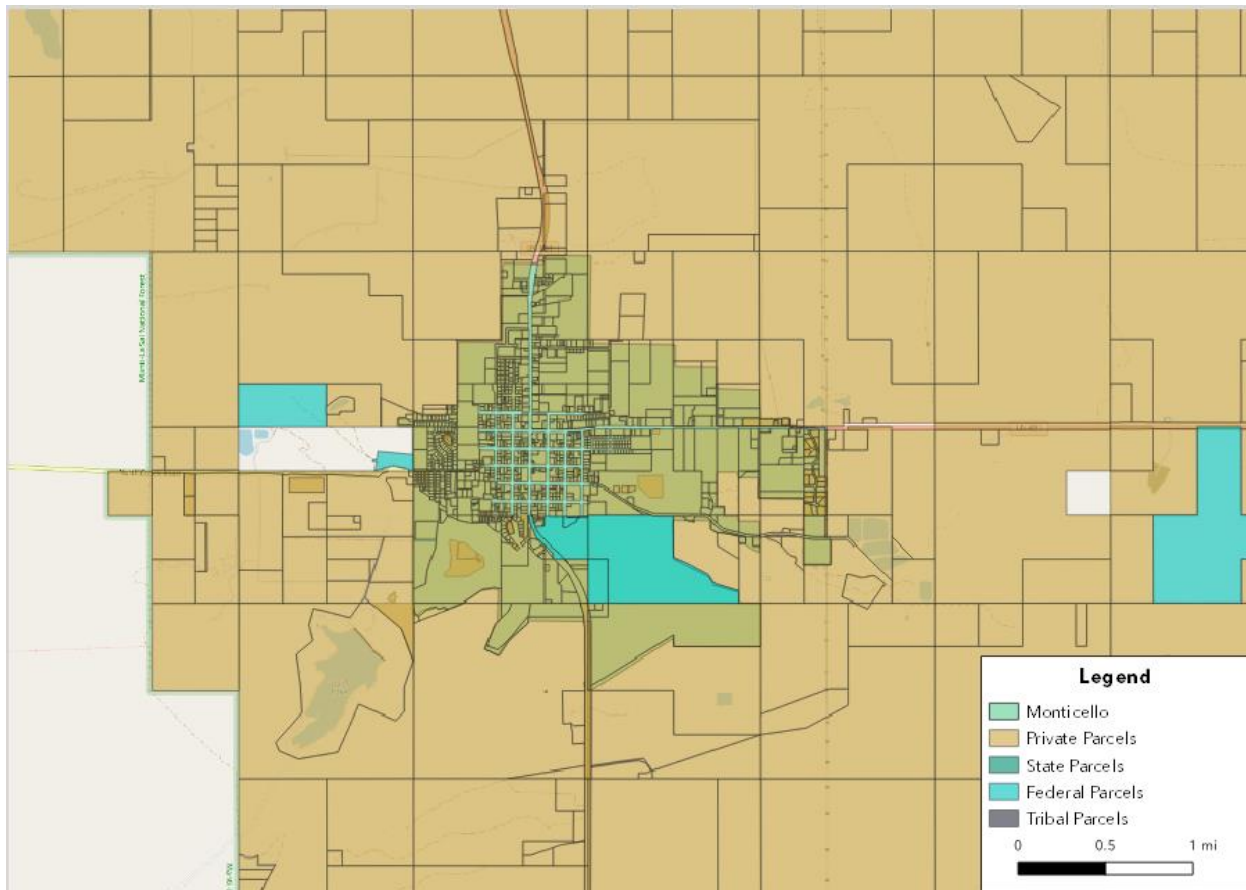
Monticello, situated at the foot of the Abajo Mountains, is the County seat of San Juan County. The city is the crossroads for Highways 191 and 491.

Monticello has declined in population by 12.5% since 2010 (Table 32). Fortunately, the population of Monticello is overall younger than the rest of the county, a potential indicator of future growth (Figure 79). Monticello also has much lower poverty rates than the rest of the County (Figure 81), comparable to statewide poverty rates. The largest income group (41%) in Monticello is the cohort making between \$50-75K annually (Figure 82).

Like many other communities in the north of the County, much of Monticello's housing stock (92%) is single-family homes (Table 36) that were built prior to 2010 (Figure 88). Because vacancy rates in Monticello have dropped in recent years (Figure 89), housing may be more difficult to attain.

For Monticello it is critical that economic development and housing development are concurrent. Monticello is well-positioned geographically to benefit from growth in the County, and increased amenities might attract more residents.

Figure 78: Parcel Map of Monticello



Source: Utah Geospatial Resource Center, State Geographic Information Datasource, <https://gis.utah.gov/sgid/>

Monticello Planning

The Monticello General Plan lists improving the availability of low- and moderate-income housing as a goal for Monticello. The plan includes a table of objectives and expected results for the City to pursue. The ones most relevant to this study are shown in Table 31.

Table 31: Moderate Income Housing Goal, Monticello General Plan

Objectives	Expected Result
Expand areas zoned as R-1 and R-2	City provides a cost-effective opportunity with smaller lots for smaller homes
Offer incentives for development of multiple-family rental units	City waives or reduces fees for construction of multiple-family rental units (apartments)
Review & revise as needed, City codes to facilitate construction of moderate-income housing	City codes are not barriers to development of moderate income and affordable housing, and sufficient area is available for new construction

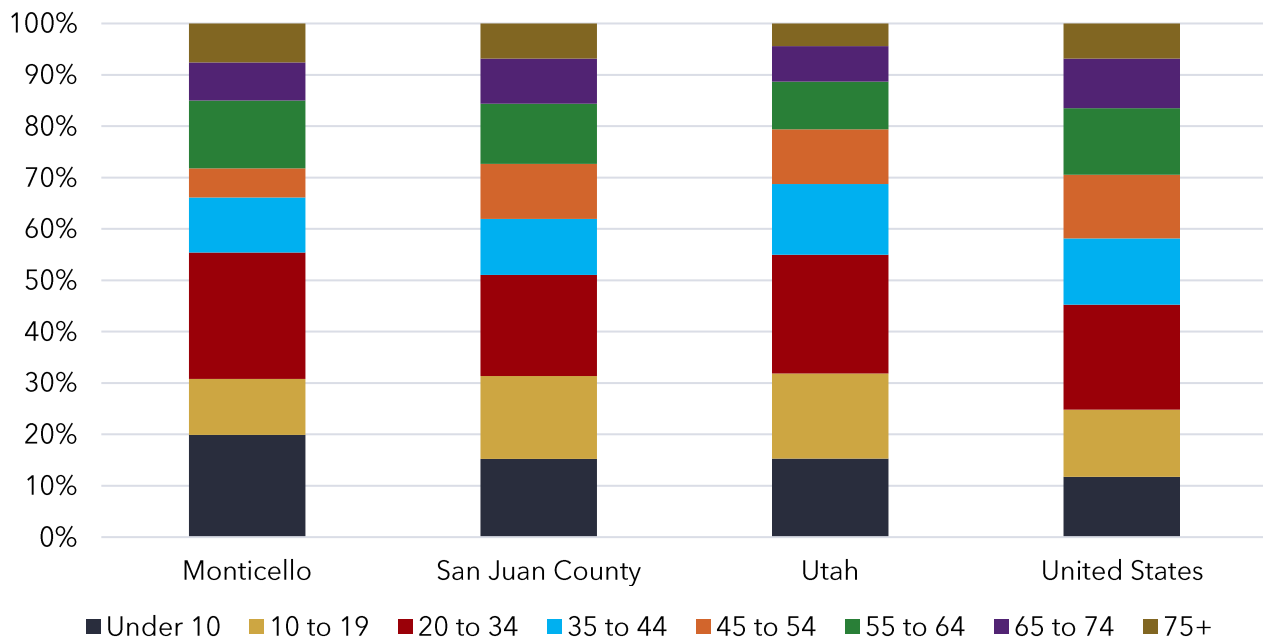
Source: City of Monticello, Utah, General Plan, Revised April 2018.

Utilities

The Monticello City Sanitary Sewer Master Plan, published in June of 2023, says the sewer system is “generally...adequately sized with no known deficiencies.” The Monticello sewer lagoon facility was constructed in the early 1980s and designed to service around 3,200 residents. According to the study, the lagoon “can serve the current and projected populations assuming there are no problems hindering performance.” In fact, using the population projected in the sewer plan, sewer capacity should not be an issue until well past 2060.⁵⁸ In short, sewer capacity is not a constraint to housing in Monticello.

Demographic & Socioeconomic Trends

Figure 79: Population by Age, Monticello



Source: U.S. Census Bureau 2022 American Community Survey Table S0101

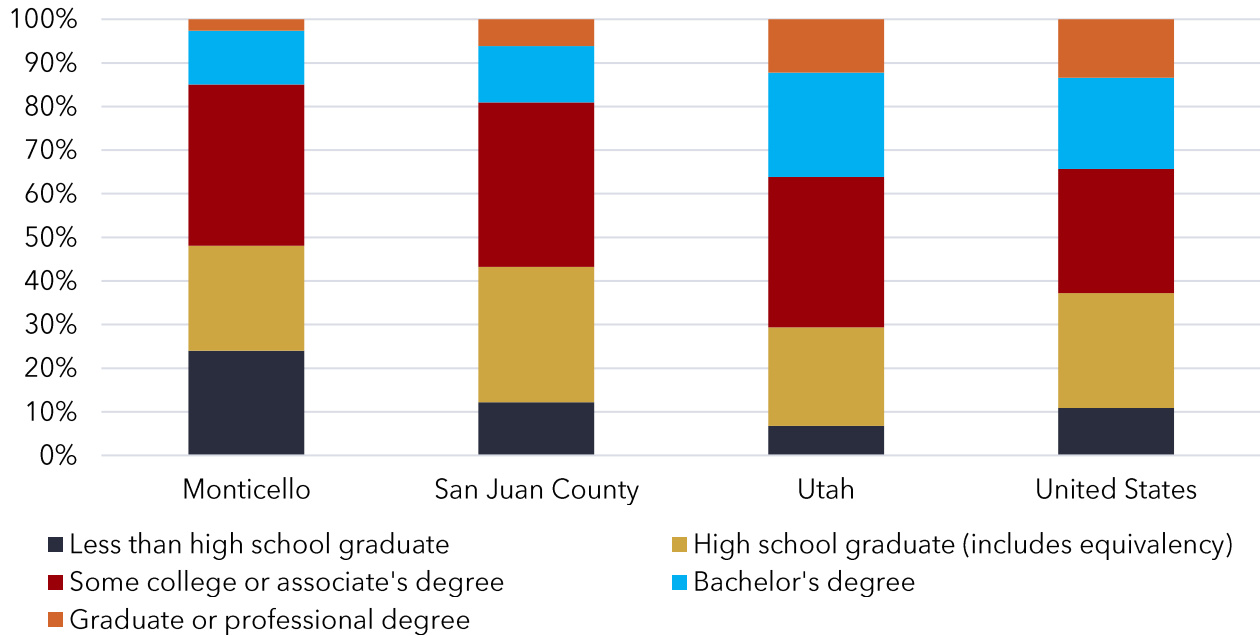
⁵⁸ Monticello City Sanitary Sewer Master Plan, June 23, 2023.

Table 32: Population Growth, Monticello

Area	2010 Population	2023 Population	Numerical Change	% Change
Monticello	1,996	1,747	(249)	(12.5%)
San Juan County	14,746	14,332	(414)	(2.8%)
Utah	2,763,885	3,458,220	694,335	25.1%
United States	308,745,538	337,470,185	28,724,647	9.3%

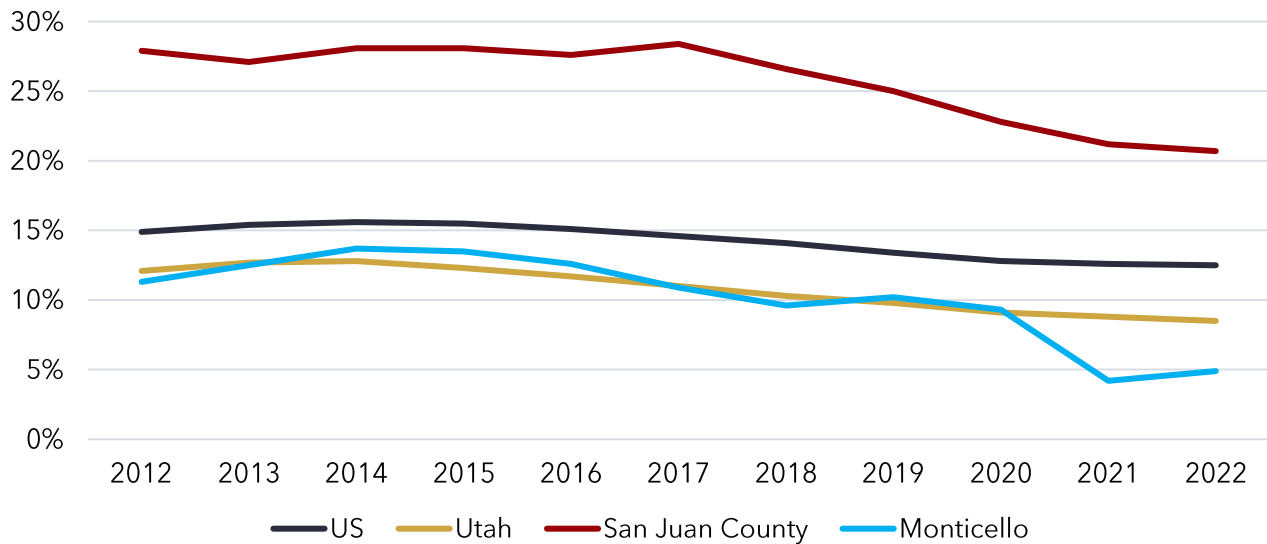
Source: Esri Business Analyst, 2023

Figure 80: Educational Attainment, Monticello, 2022



Source: U.S. Census Bureau, 2022 American Community Survey Table B06009

Figure 81: Population in Poverty, Monticello, 2012-2022



Source: Census Bureau American Community Survey 2022 Table S1701

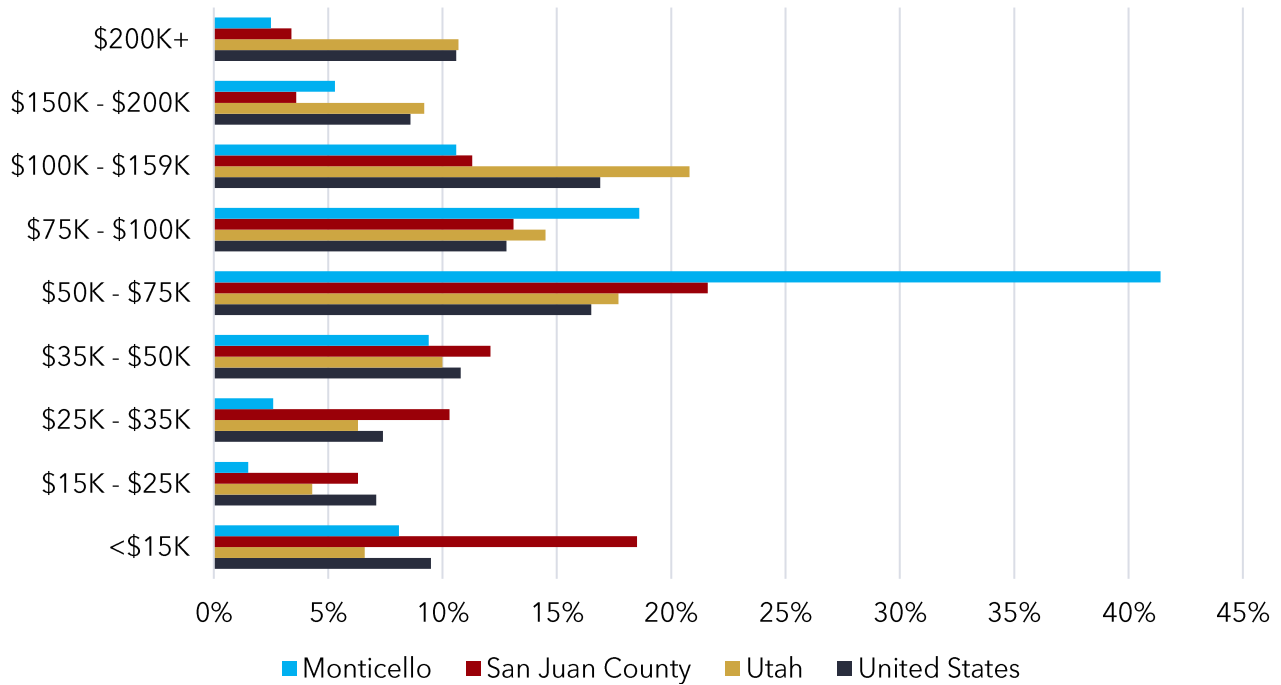
Table 33: Race and Ethnicity Comparison, Monticello

Region	White Alone	Black Alone	American Indian Alone	Asian Alone	Pacific Islander Alone	Some Other Race Alone	Two or More Races	Hispanic Origin
Monticello	79.5%	0.2%	5.7%	0.1%	0.1%	5.4%	8.8%	15.9%
San Juan County	43.2%	0.2%	50.1%	0.4%	0.4%	1.4%	4.3%	5.1%
Utah	77.8%	1.3%	1.3%	2.5%	1.2%	7.0%	9.0%	15.7%
United States	60.6%	12.5%	1.1%	6.2%	0.2%	8.7%	10.6%	19.4%

Source: Esri Business Analyst, 2023

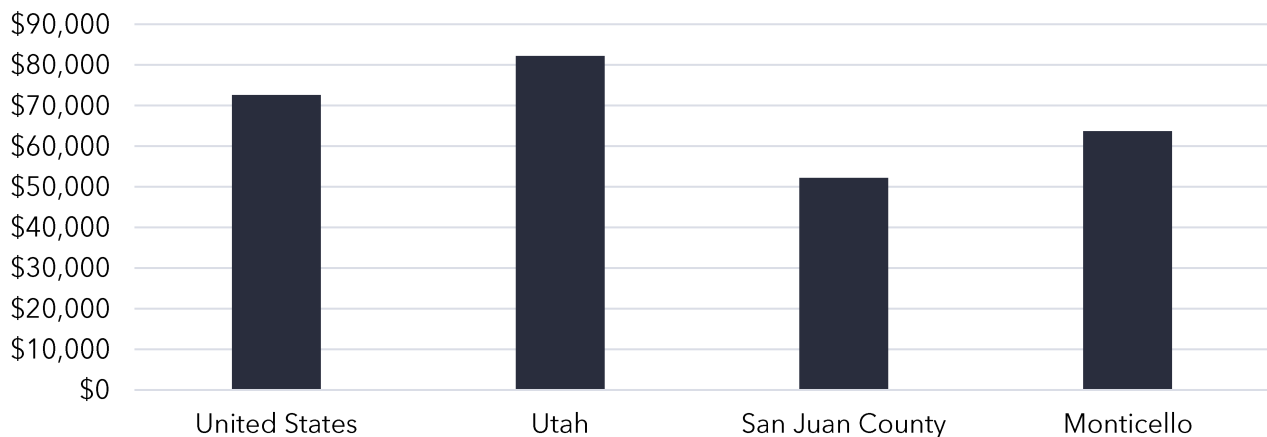
Household Income & Expenditures

Figure 82: Distribution of Household Income, Monticello



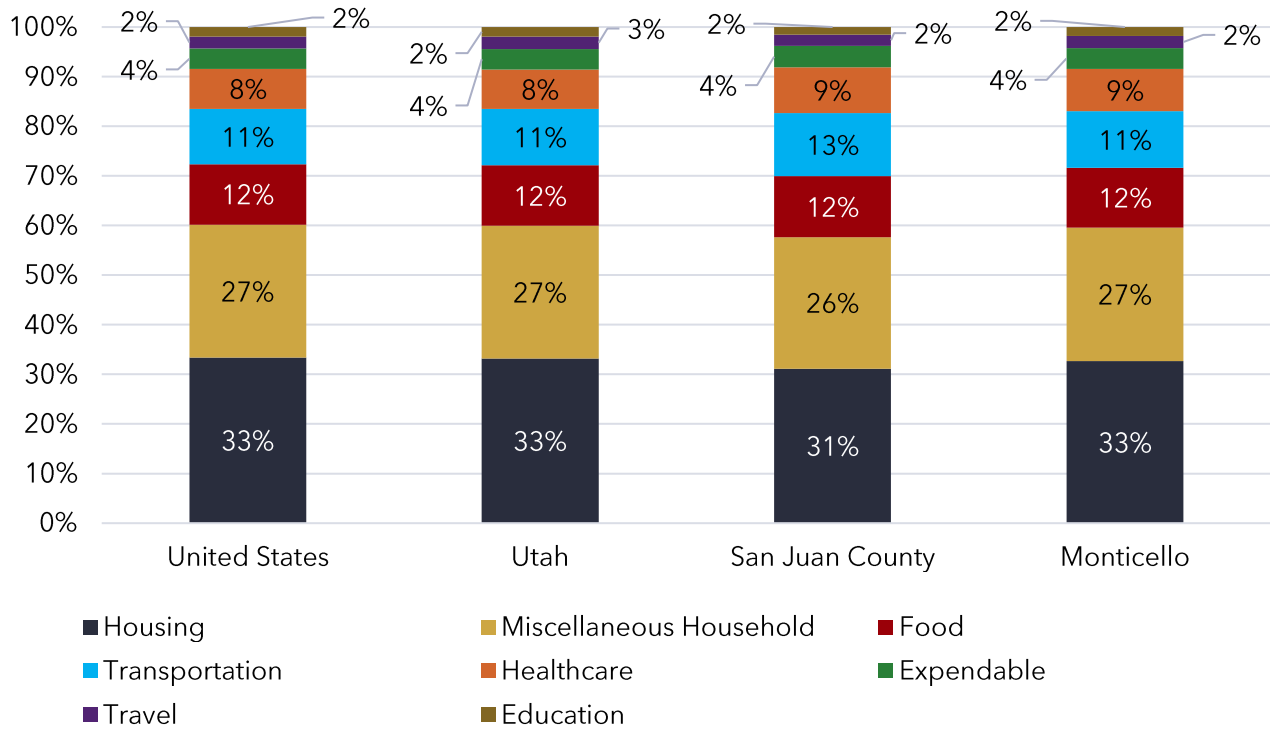
Source: Esri Business Analyst, Demographic and Income Profile, 2023

Figure 83: Median Household Income, Monticello



Source: Esri Business Analyst, Demographic and Income Profile, 2023

Figure 84: Monticello Monthly Household Budget Expenditures⁵⁹



Source: Esri Business Analyst, Household Budget Expenditures, 2023

Table 34 displays the three Tapestry Segmentations found in Monticello. These tapestries make up 100% of all households. The top three tapestry segments, Midlife Constants (56%), Middleburg (43%) and Southern Satellites (0.7%) are predominantly composed of slightly older, rural households.

- **Midlife Constants** are retired or approaching retirement. They tend to live in smaller, more rural communities.
- **Middleburg** are middle of the road in terms of age and income and tend to have children living at home.
- **Southern Satellites** are slightly older families in rural communities, who tend to own their homes.

Table 34: Tapestries Segmentation Distribution for Monticello

Tapestry Segment	Monticello	Utah	United States
Midlife Constants (5E)	56.1%	1.5%	2.4%
Middleburg (4C)	43.2%	8.2%	3.1%
Southern Satellites (10A)	0.7%	0.4%	3.1%

Source: Esri Business Analyst, Tapestry Segmentation Area Profile

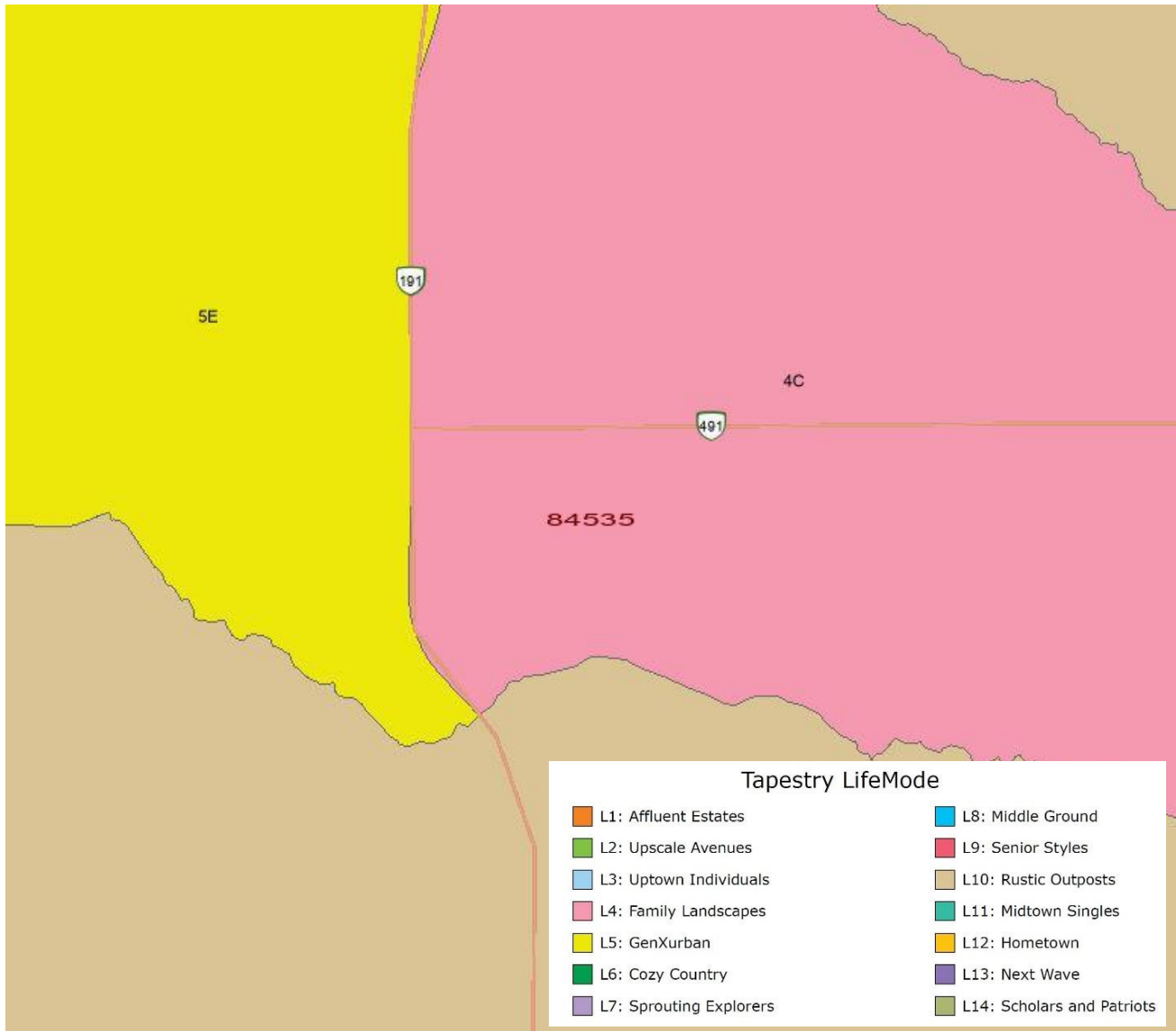
⁵⁹ Miscellaneous household expenditures include apparel and services, personal care products, funeral expenses, legal fees, banking service charges, accounting fees, credit card membership fees, shopping club membership fees, support payments, life insurance, and pensions and social security.

Table 35: National-Level Characteristics of Monticello Tapestry Segments

Rank	Tapestry Segments	Median HH Income	Median Age	Avg. HH Size	Median Home Value	% Own Home	Typical Housing Types
1	Midlife Constants (5E)	\$53,200	47.0	2.31	\$154,100	72.7%	Single Family
2	Middleburg (4C)	\$59,800	36.1	2.75	\$175,000	73.4%	Single Family
3	Southern Satellites (10A)	\$47,800	40.3	2.67	\$47,800	77.7%	Single Family; Mobile Homes

Source: Esri Business Analyst, Tapestry Segmentation Area Profile

Figure 85: Dominant Tapestry Map for Monticello



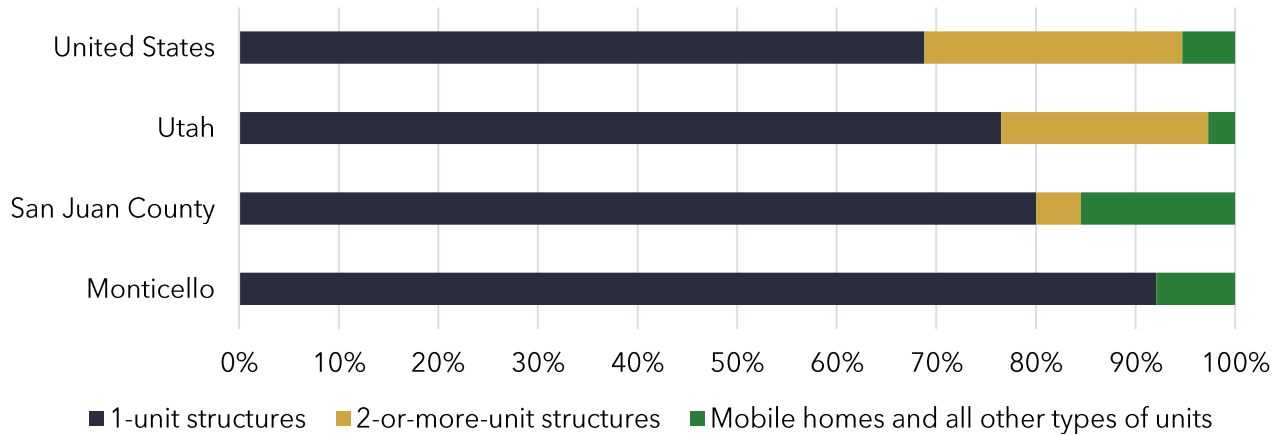
Source: Esri Dominant Tapestry Maps

Housing Trends

Trends in housing supply are measured with many metrics, including building permits, home values, and home sales data. To get different angles on the region’s housing situation, we collected data from various platforms.

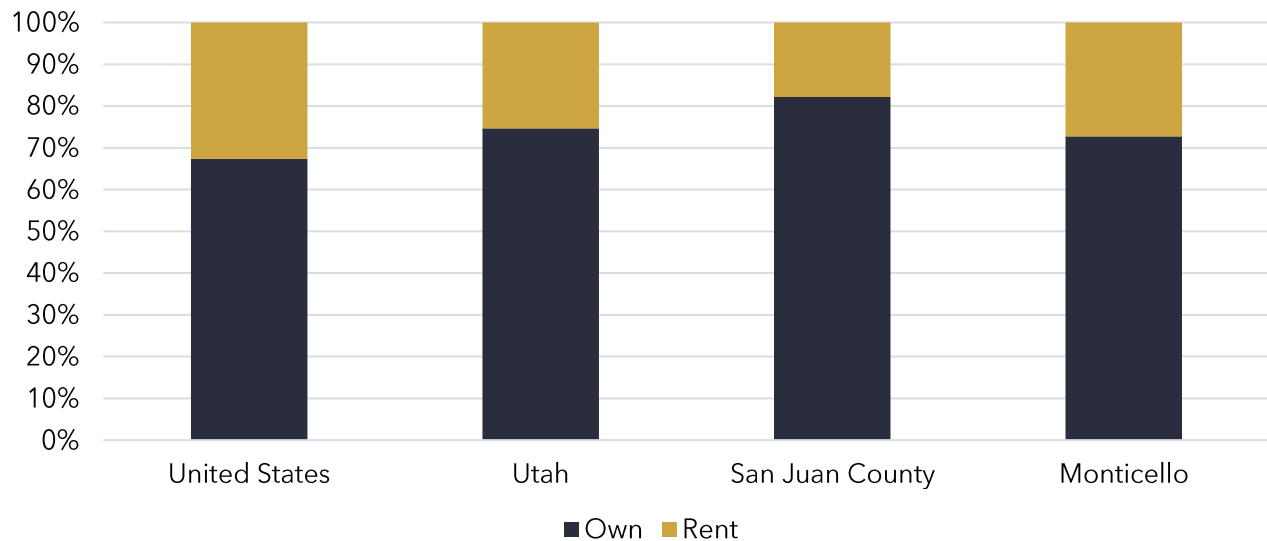
Building Types and Tenure

Figure 86: Housing Units in Structure, Monticello, 2022



Source: American Community Survey, 2022 5-Year Estimates, Table S1101

Figure 87: Owner-Occupied and Renter-Occupied Homes, Monticello, 2022



Source: American Community Survey, 2022 5-Year Estimates, Table B25008

Table 36: Percent Housing by Type, Monticello, 2022

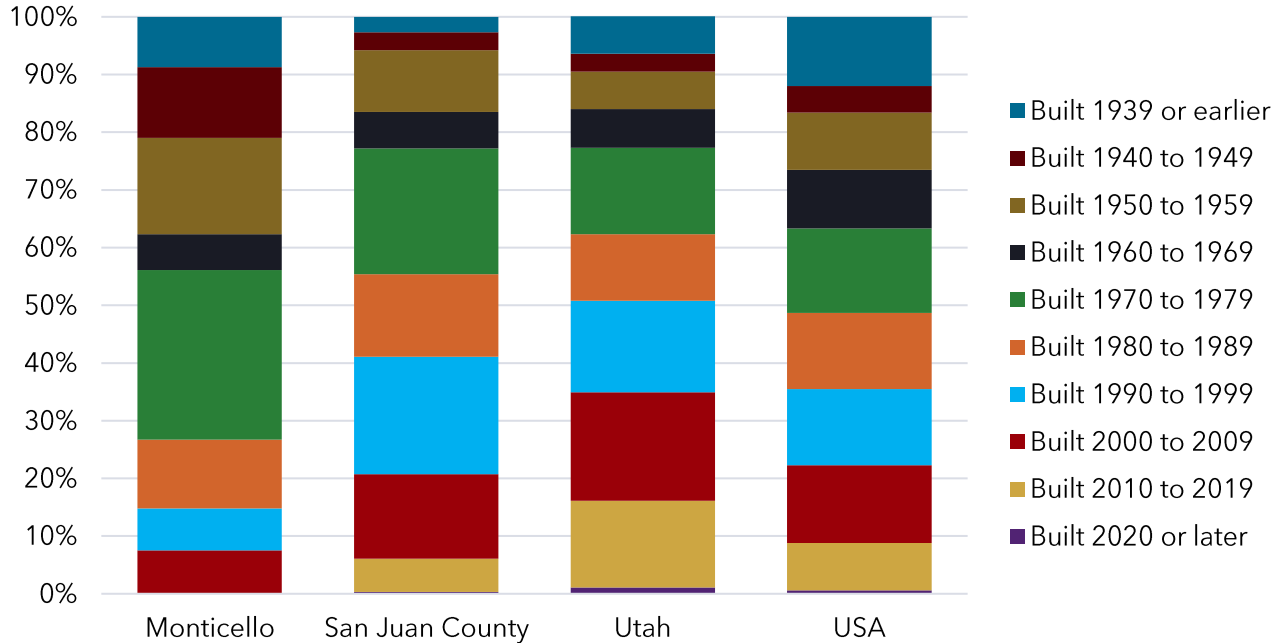
Housing Type	Monticello		San Juan County		Utah	USA
	#	%	#	%	%	%
Occupied housing units	718	100.0%	4,457	100.0%	100.0%	100.0%
1, detached	646	90.0%	3,512	78.8%	69.0%	62.5%
1, attached	15	2.1%	54	1.2%	7.5%	6.3%
2 apartments	0	0.0%	69	1.5%	2.3%	3.3%

3 or 4 apartments	0	0.0%	102	2.3%	3.8%	4.2%
5 to 9 unit apartments	0	0.0%	26	0.6%	3.2%	4.5%
10+ unit apartments	0	0.0%	3	0.1%	11.5%	13.8%
Mobile home or other type of housing	57	7.9%	691	15.5%	2.7%	5.3%

Source: American Community Survey, 2022 5-Year Estimates, Table S2504

Housing Stock and Occupancy Rates

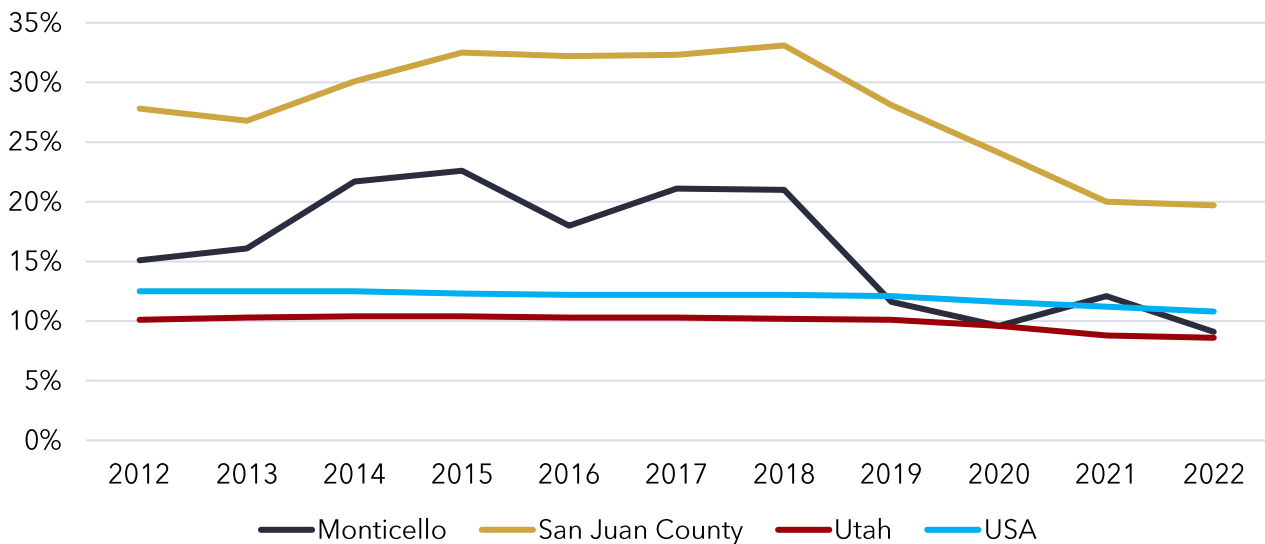
Figure 88: Age of Housing Stock, Monticello, 2022



Source: American Community Survey, 2022 5-Year Estimates, Table DP04

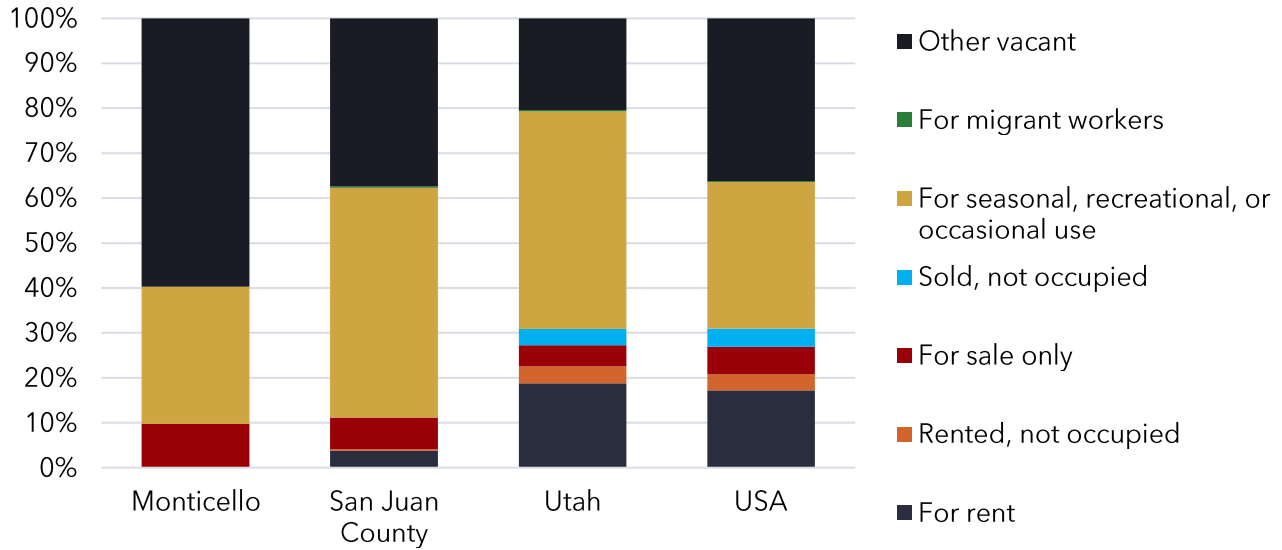
Vacancy rates are a signal of consumer demand within the real estate market.

Figure 89: Vacancy Rate, Monticello, 2012-2022



Source: American Community Survey, 2022 5-Year Estimates, Table DP040

Figure 90: Vacancy Status, Monticello, 2022

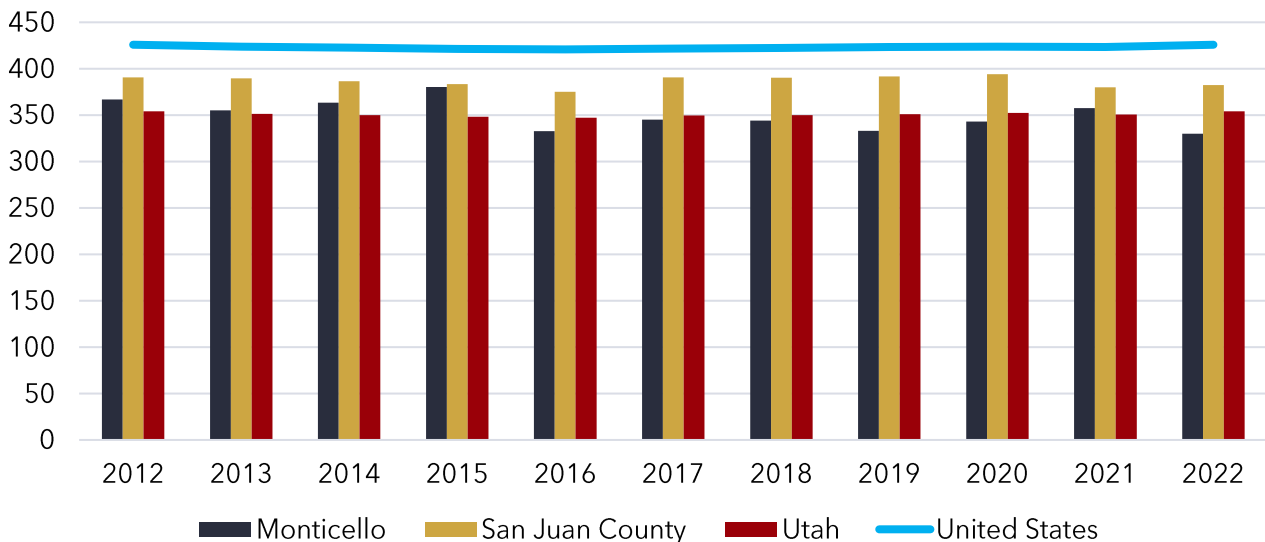


Source: American Community Survey, 2022 5-Year Estimates, Table DP04

Residences to Employment Metrics

According to Figure 91, the number of housing units per 1,000 residents in San Juan County overall has remained largely constant throughout the last decade. This metric has varied over time for Monticello, as the community has seen the second highest and the lowest value at times since 2012. The County, though, has consistently had the most housing units per 1,000 residents, generally followed by Utah. One contributing factor to relatively lower rates of units per person has been the stagnation of housing production since the turn of the century.

Figure 91: Housing Units per 1,000 Residents

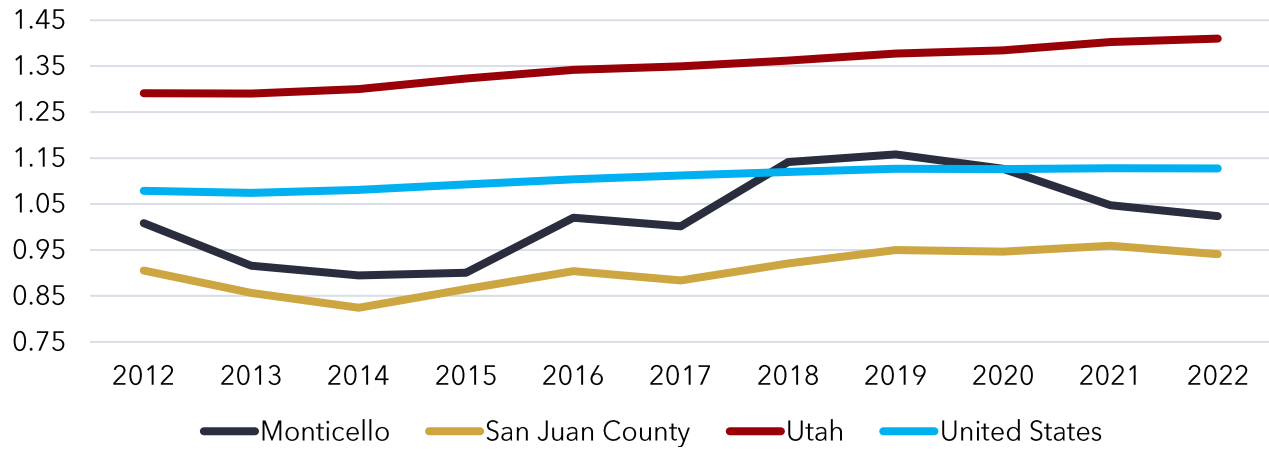


Source: Points Consulting using American Community Survey, 2022 5-Year Estimates, Tables B25001 and DP05

Figure 92 shows the ratio of employment to housing units in the same regions. The County reports the lowest ratio throughout the period. This means that there are slightly more housing units than total jobs in the County. This has also been happening in Monticello, except for the

period of 2018 through 2021. In contrast, the US and Utah have reported slightly fewer housing units than jobs at both the nationwide and state levels. The low jobs-to-housing ratio in the County is mainly due to the high proportion of retirement-age residents.

Figure 92: Jobs-to-Housing Ratio



Source: Points Consulting using American Community Survey, 2022 5-Year Estimates, Tables B25001 and DP03

Short-Term Rentals

Figure 93: Monticello AirDNA Market Area for STRs

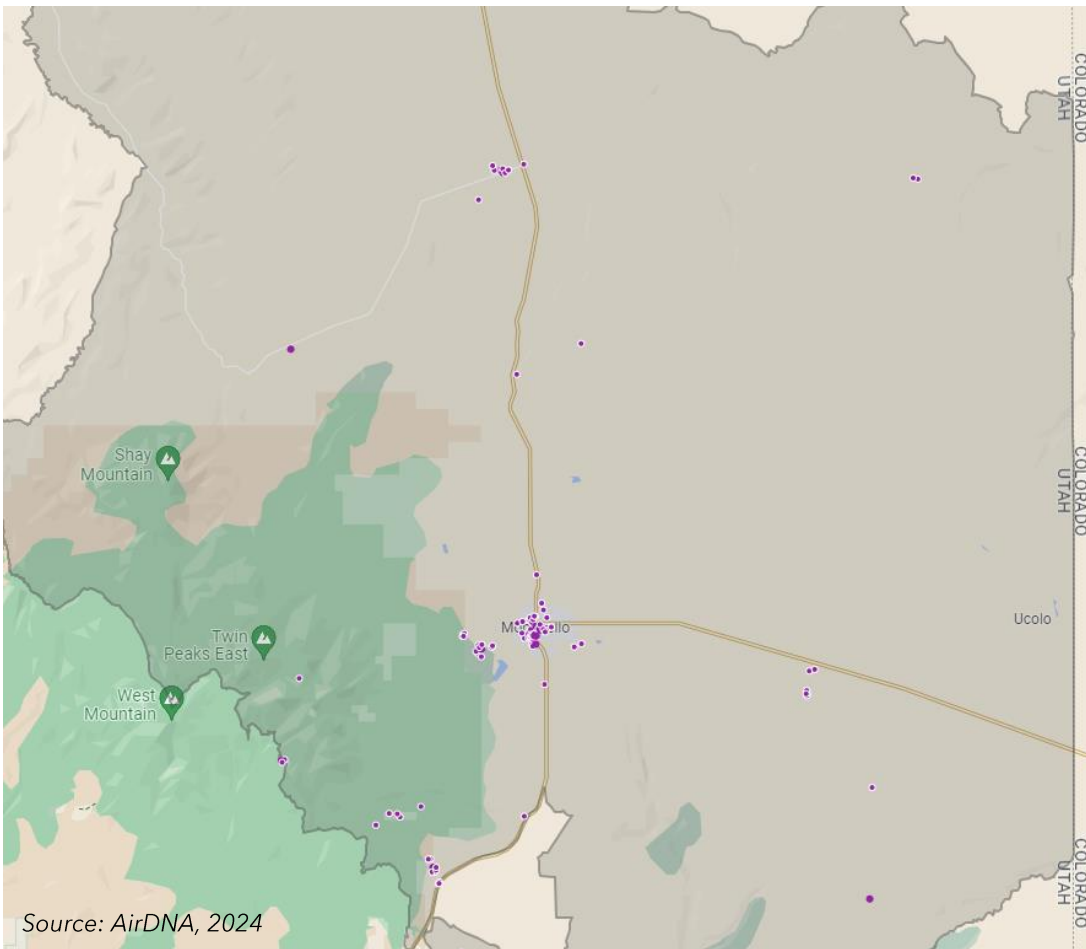
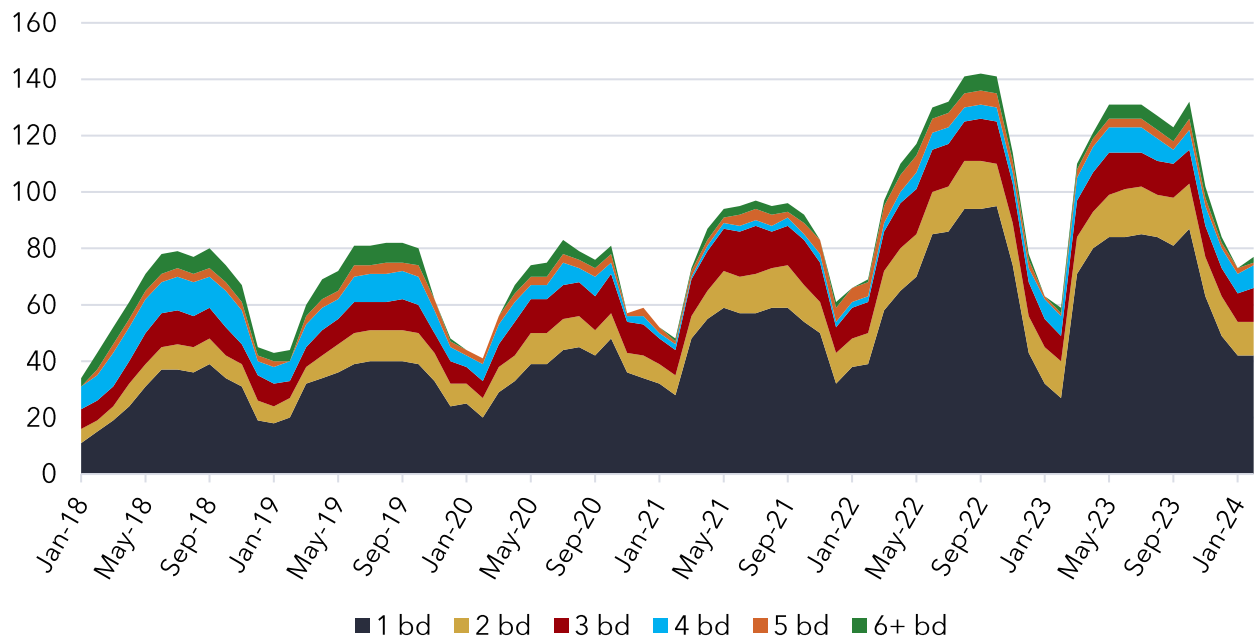


Figure 94 shows active listings over a six-year period for short-term rentals (STRs) in the Monticello Market. While most STRs are concentrated near the City, there are many that lie beyond city limits. Looking at market areas helps us capture STRs within and outside of city limits. A typical STR listing trend is a seasonal peak in the summer months. Following this burst, active listings tend to decrease slightly in the winter and spring. The Monticello Market mostly follows this pattern, though there tends to be a shorter and more pronounced dip in active listings during the winter months. Notably, the market saw a 46.4% increase in peak listings in 2022 (142 listings) compared to 2021 (97 listings). This jump appears to have been sustained, if at a somewhat lower level in 2023 (131 listings).

Figure 94: STR Active Listings Over Time, Monticello Market



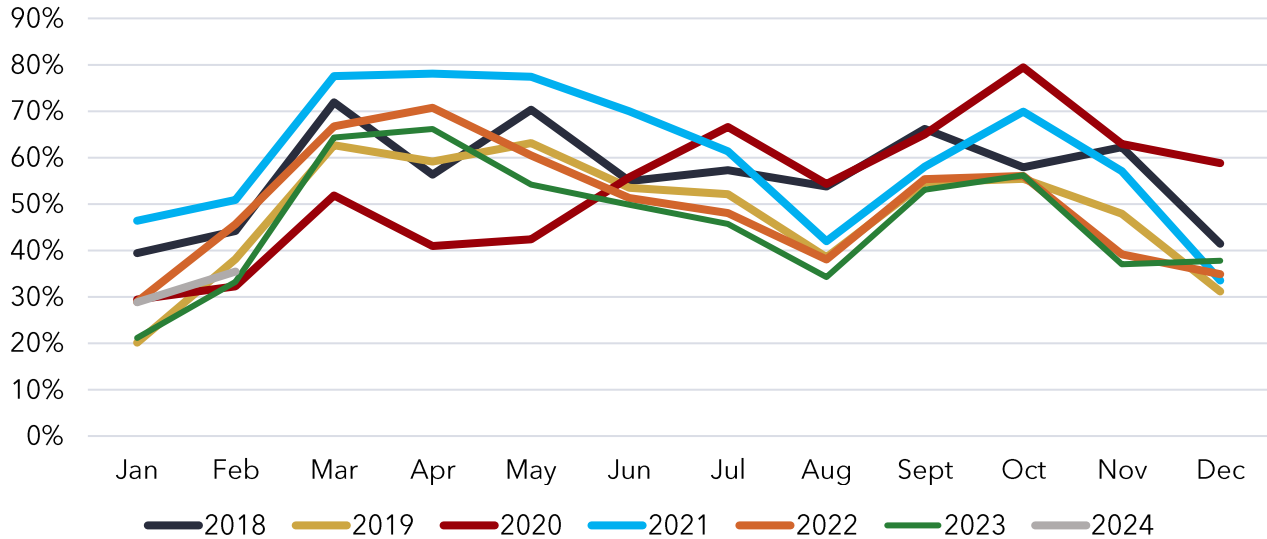
Source: AirDNA, 2024

The occupancy rate of an STR measures how often it is booked per month. Occupancy rates are important to STR operators because they signal the feasibility of raising rates. If a property is booked 95% of the month for \$100 per night, it could likely be generating more revenue if booked only 70% of the month for a higher rate of \$300 per night.⁶⁰

Figure 95 displays Monticello Market STR occupancy rates across months by year since 2018. The highest occupancy rate throughout the first half of the calendar year was seen in 2021, with 2020 reporting the highest rate throughout the second half of the calendar year. A unique feature in the Monticello market is that occupancy rates do not reflect the common summer demand spike. In fact, most years have seen their lowest occupancy rate in August.

⁶⁰ "A Guide to Understanding and Improving Your Airbnb Occupancy Rate," AirDNA, accessed May 1, 2024, <https://www.airdna.co/blog/airbnb-hosting-tips-for-occupancy-in-2023>.

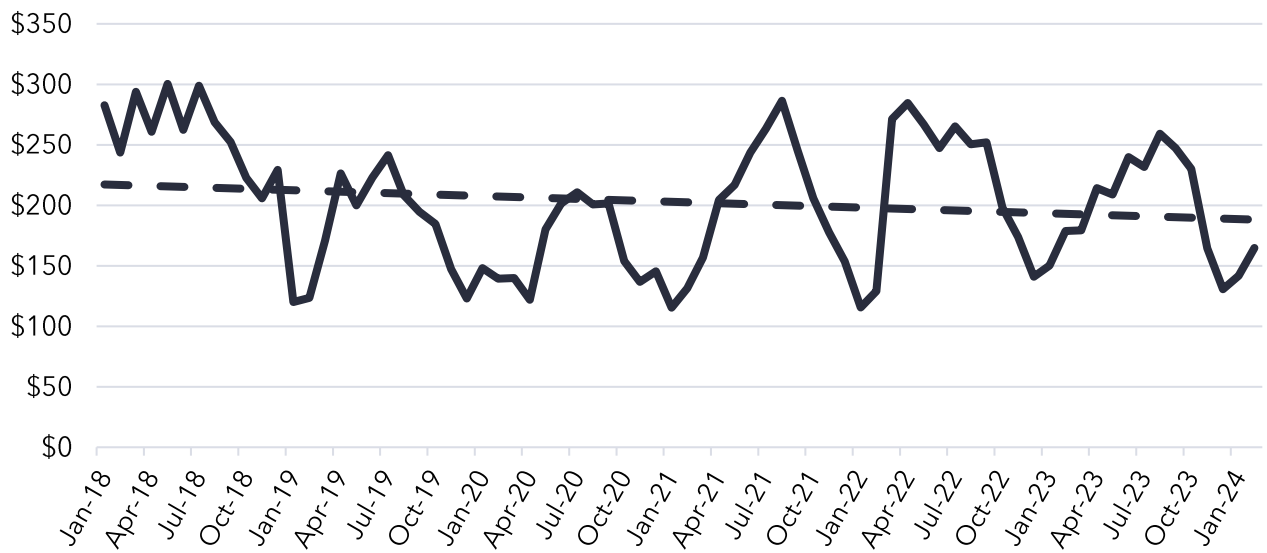
Figure 95: Monticello Market STR Occupancy Rate



Source: AirDNA, 2024

The average daily rate (ADR) of STRs in the Monticello Market is shown in Figure 96. Since 2018, the ADR has experienced a general (albeit slow) decline. A relative increase in the ADR can be seen during the peak summer season, followed by lower rates in the winter. Peak ADR has been higher in the last three years compared to 2019 and 2020, but there hasn't been any sustained increase or general upward trend. The negative overall trend at a somewhat lower price level doesn't show a strong incentive for more investment in the Monticello Market.

Figure 96: Monticello Market STR Average Daily Rate

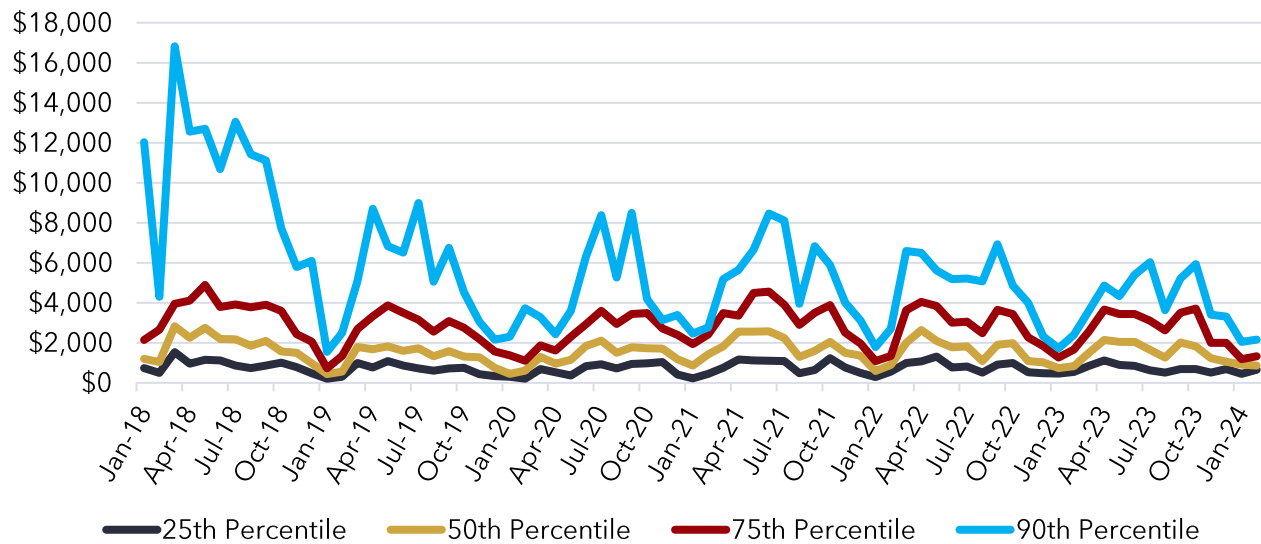


Source: AirDNA, 2024

Monthly revenue of STR operators is shown in Figure 97. Here, most operators appear in the 50th percentile, while average performers represent the 75th percentile, and top performers are in the 90th percentile. Most operators are earning \$0.5K to \$2.5K per month, whereas top performers are earning \$3.0K to \$6.0K per month. However, top performers have seen a slight decline in

monthly revenue over time when other operators have seen steady revenues. The seasonal trend in the STR market can be seen in monthly revenue as well.

Figure 97: Monticello Market STR Operators’ Monthly Revenue



Source: AirDNA, 2024

Community Engagement Summary

Key Themes from On-Site Meetings

For Monticello, housing and commercial development are closely connected. Local business owners said they have difficulty finding workers due to the lack of available housing and services. Furthermore, the small population makes commercial development difficult, even though relative to the population there are very few goods and services available in Monticello. Several vacant and run-down commercial properties exist along the main route through Monticello, Highway 191. However, the likelihood that the owners of these properties will make them usable again is slim. We noticed multiple blighted areas within the city limits during our on-site visit.

Townhall attendees mentioned that land-banking—holding land to sell until it becomes more valuable—is a problem in Monticello. Arguably these private landowners are making it difficult for the community to grow. Attendees also blamed high costs of development and the STR market for lack of available housing.

Monticello Zoning Code

10-5 - "A-1" Residential-Agricultural Zone

<i>Intent</i>	A-1 residential-agricultural zone covers certain fringe areas of the City where residential areas may be integrated with the raising of livestock for family food production and for the pleasure of the people who reside on the premises.
<i>Permitted Uses (res.)</i>	Mobile home parks, single- and two-family dwellings
<i>Conditional Uses (res.)</i>	Foster care and family care homes
<i>Size</i>	At least 900 sq ft, excluding porches, carports, garages, and other add ons
<i>Height</i>	Maximum 20 ft
<i>Width</i>	At least 14 ft
<i>Setbacks (F,R,S,C)</i>	20, 30, 8, 20

10-6 - "R-1" Residential Zone

<i>Intent</i>	The R-1 residential zone has been established for the purpose of providing a place where single-family detached dwellings can be constructed, having attractively landscaped yards and a favorable environment for family life. Uses such as multiple-family dwellings, apartment houses and commercial and industrial uses are not permitted in this zone.
<i>Permitted Uses (res.)</i>	Single-family detached dwellings
<i>Conditional Uses (res.)</i>	Foster care and family care homes
<i>Size</i>	At least 900 sq ft, excluding porches, carports, garages, and other add ons
<i>Height</i>	Maximum 20 ft
<i>Width</i>	At least 20 ft
<i>Setbacks (F,R,S,C)</i>	20, 30, 8, 20

10-6 - "R-2" Residential Zone

<i>Intent</i>	The R-2 zone has been established for the purpose of providing a place where single-, two- and multiple-family dwellings can be constructed.
<i>Permitted Uses (res.)</i>	Single-family detached dwellings, multi-family dwellings, townhouses, and condominiums
<i>Conditional Uses (res.)</i>	Foster care and family care homes
<i>Size</i>	Single-family: at least 800 sq ft Two-family: at least 1,200 sq ft Multi-family: 1,200 sq ft for the first two units, 600 sq ft for each additional unit
<i>Height</i>	At least 20 ft
<i>Width</i>	At least 20 ft
<i>Setbacks (F,R,S,C)</i>	20, 30, 8, 20

BLANDING SUMMARY

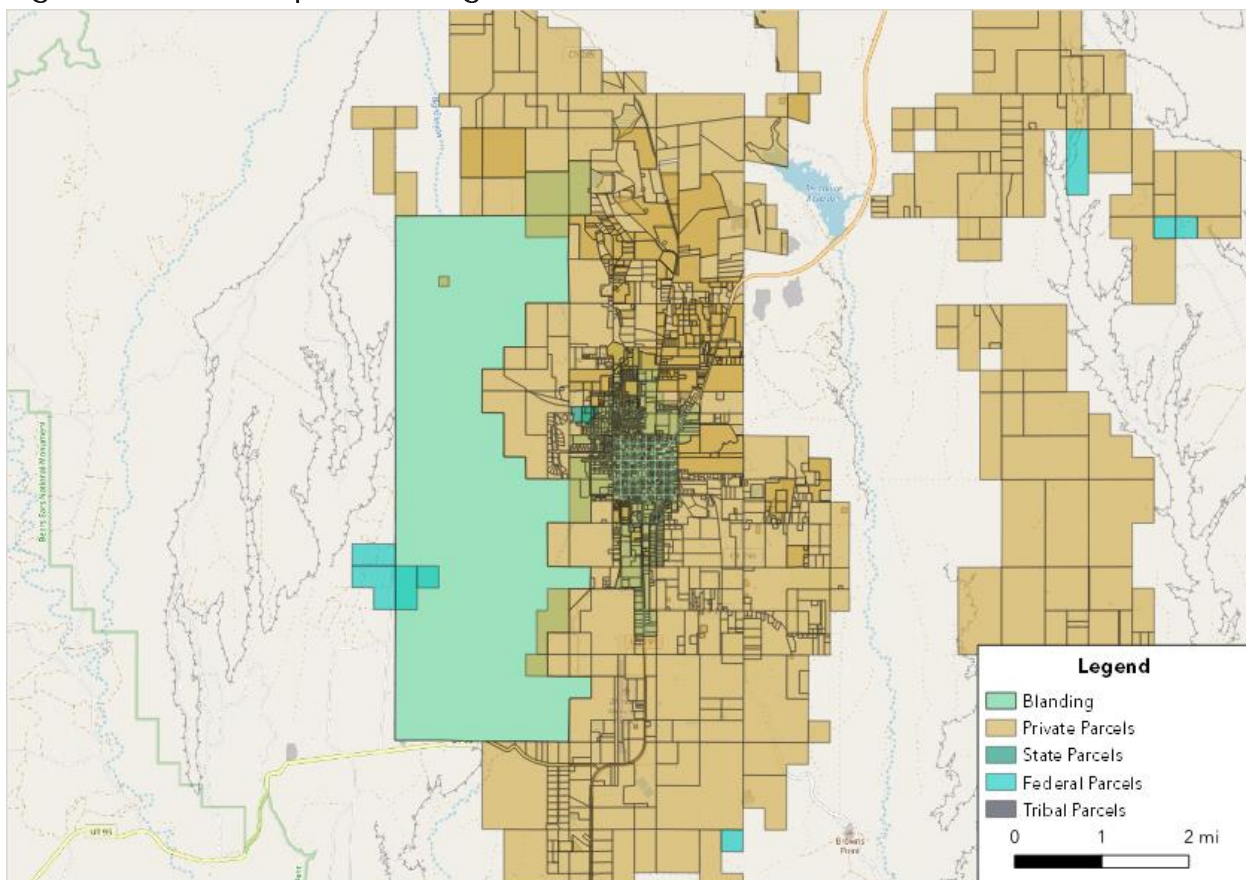
Blanding, home to a campus of Utah State University, is the geographic heart of San Juan County and its largest city by population.

The population of Blanding has remained mostly stable since 2010 (Table 37), making it an outlier in the County. Blanding also has a substantial American Indian population (29%), (Table 38). At \$63K a year, Blanding reports a higher median household income than the County as a whole (Figure 102), as well as lower poverty rates (Figure 101).

Unlike many other communities in the County, Blanding has higher density housing options and housing that tends to be newer (Figure 108). Roughly 11% of housing stock is comprised of apartments (Table 40).

Given its size and population, Blanding has high potential to develop more housing that supports modest, stable growth.

Figure 98: Parcel Map of Blanding



Source: Utah Geospatial Resource Center, State Geographic Information Datasource, <https://gis.utah.gov/sgid/>

Blanding Housing Resources

The Blanding Community Legacy Trust, established in 2002, is a 501C3 nonprofit. The Trust aims to promote economic development, education, and community enhancements within the City. While the Trust currently doesn't have a fund dedicated to housing, it could be a potential

contributor, or provide opportunities for civic-minded private citizens to contribute funds towards housing development initiatives.⁶¹

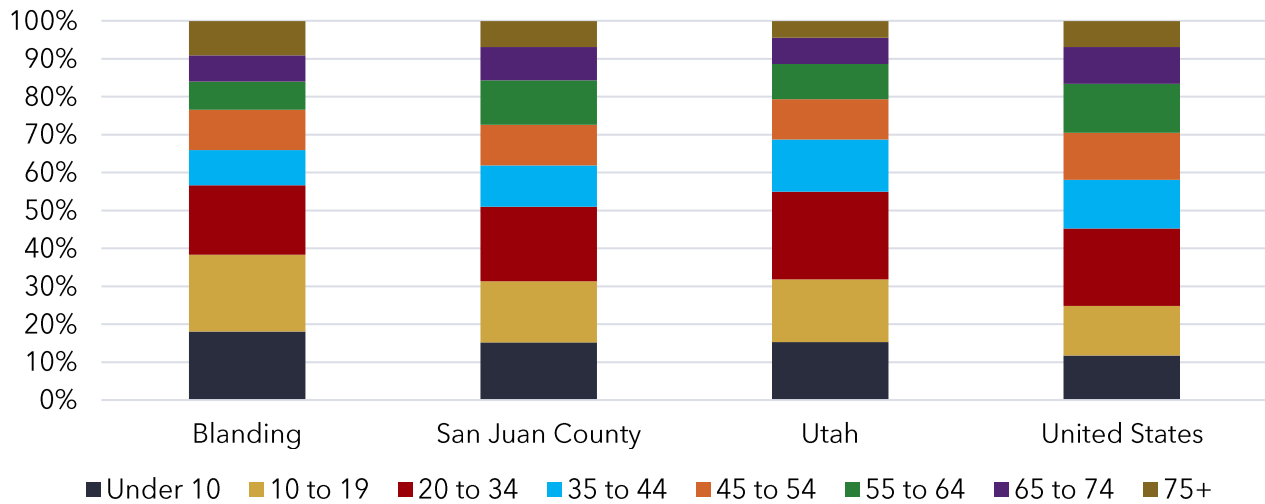
Demographic & Socioeconomic Trends

Table 37: Population Growth, Blanding

Area	2010 Population	2023 Population	Numerical Change	% Change
Blanding	3,399	3,383	(16)	(0.5%)
San Juan County	14,746	14,332	(414)	(2.8%)
Utah	2.75 M	3.5 M	694,335	25.1%
United States	308.75 M	337.5 M	28.75 M	9.3%

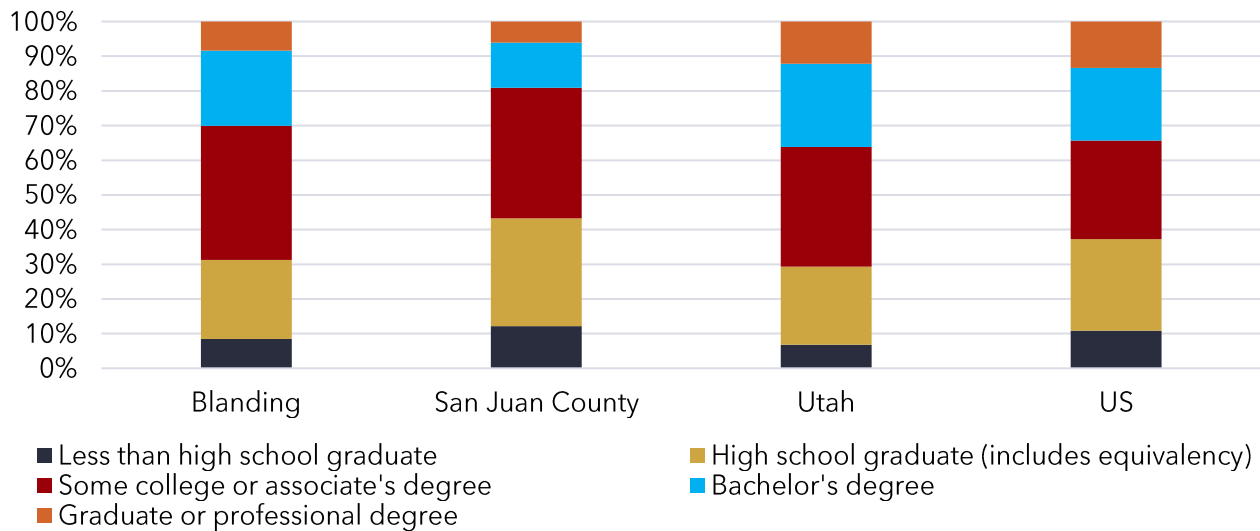
Source: Esri Business Analyst, 2023

Figure 99: Population by Age, Blanding, 2022



Source: U.S. Census Bureau 2022 American Community Survey Table S0101

Figure 100: Educational Attainment, Blanding, 2022



Source: U.S. Census Bureau, 2022 American Community Survey Table B06009

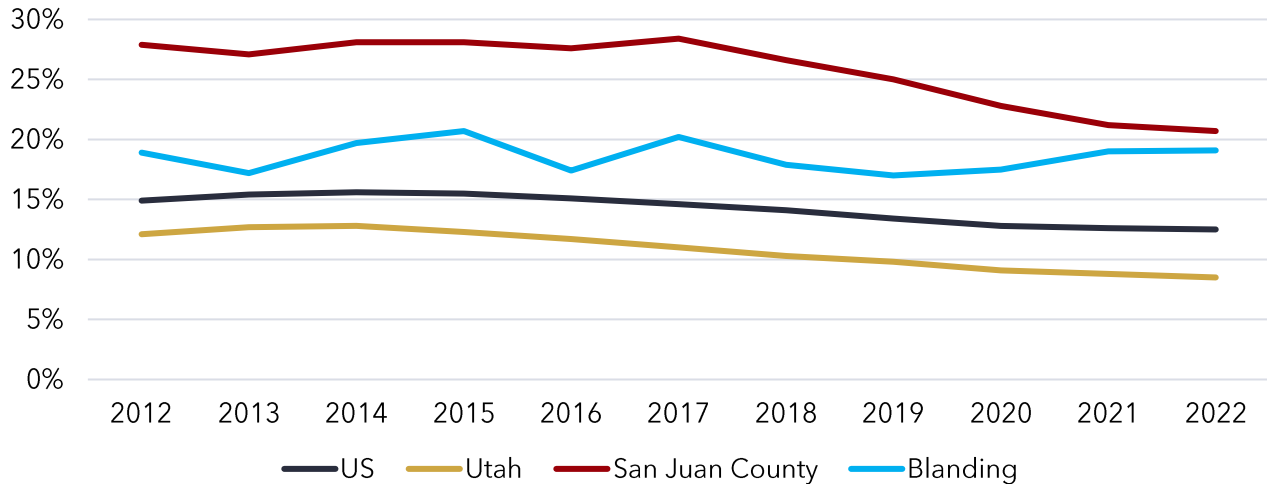
⁶¹ PC conversation with Bret Hosler, May 16, 2024.

Table 38: Race and Ethnicity Comparison, Blanding, 2023

Region	White Alone	Black Alone	American Indian Alone	Asian Alone	Pacific Islander Alone	Some Other Race Alone	Two or More Races	Hispanic Origin
Blanding City	61.9%	0.4%	28.8%	0.2%	0.7%	1.4%	6.5%	5.8%
San Juan County	43.2%	0.2%	50.1%	0.4%	0.4%	1.4%	4.3%	5.1%
Utah	77.8%	1.3%	1.3%	2.5%	1.2%	7.0%	9.0%	15.7%
United States	60.6%	12.5%	1.1%	6.2%	0.2%	8.7%	10.6%	19.4%

Source: Esri Business Analyst, 2023

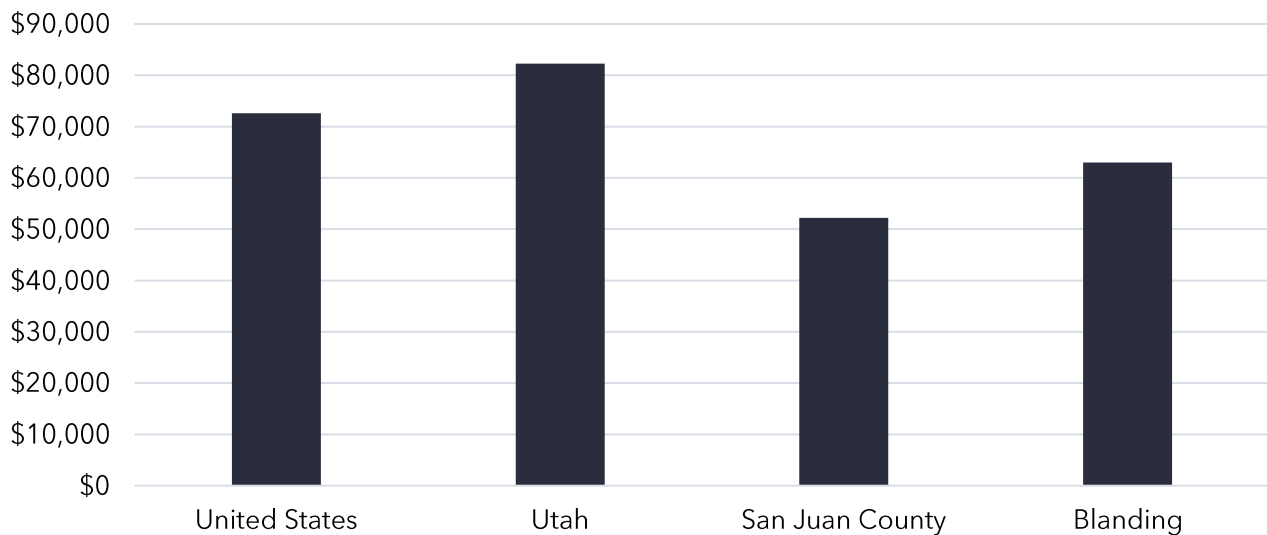
Figure 101: Population in Poverty, Blanding, 2012-2022



Source: U.S. Census Bureau American Community Survey 5-year estimates S1701

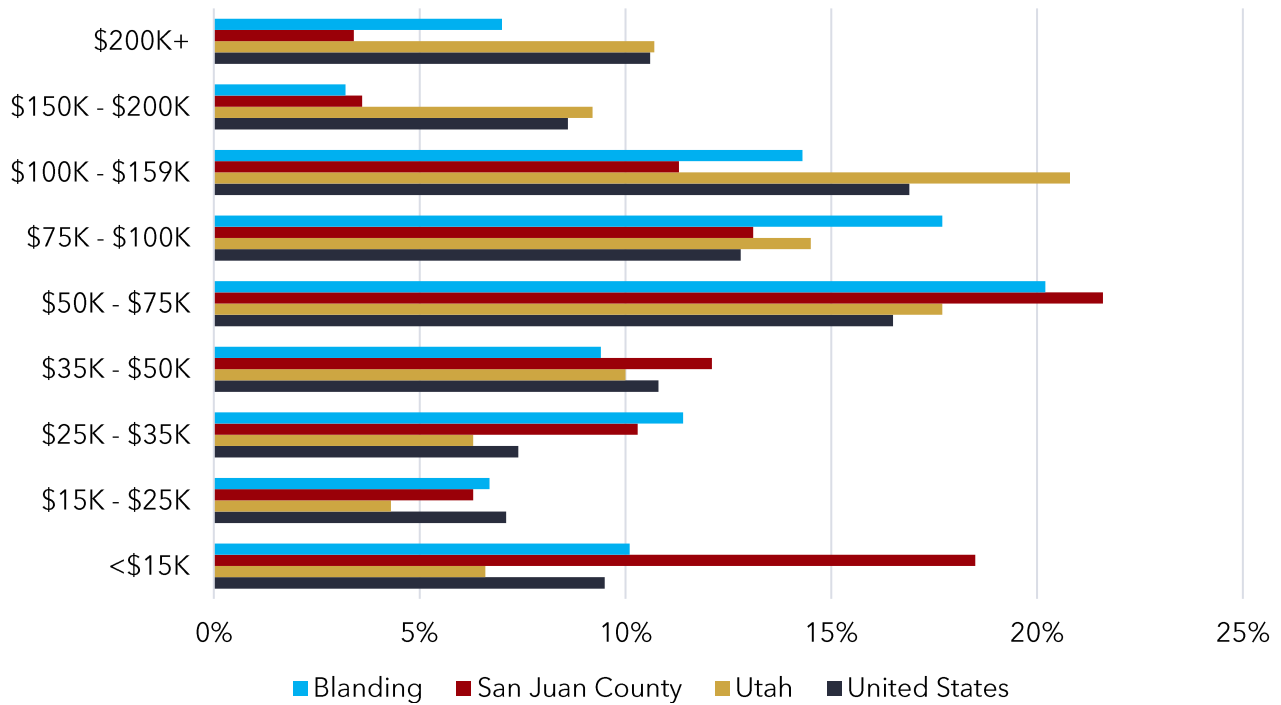
Household Income & Expenditures

Figure 102: Median Household Income, Blanding



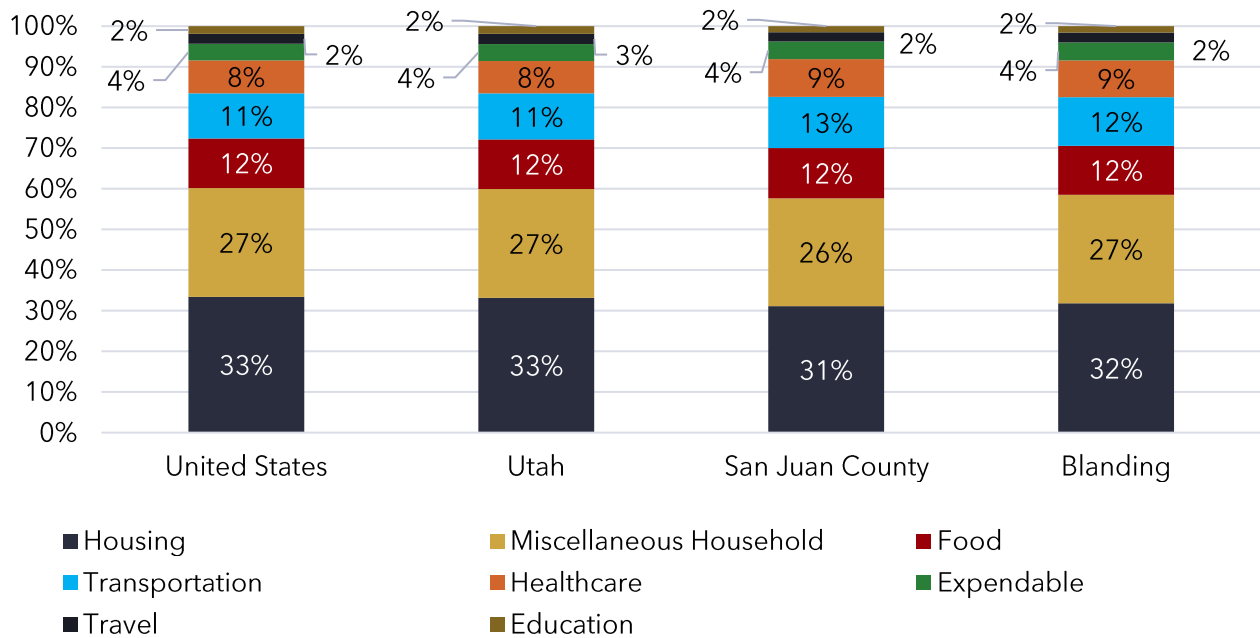
Source: Esri Business Analyst, Demographic and Income Profile, 2023

Figure 103: Distribution of Household Income, Blanding



Source: Esri Business Analyst, Demographic and Income Profile, 2023

Figure 104: Blanding Monthly Household Budget Expenditures⁶²



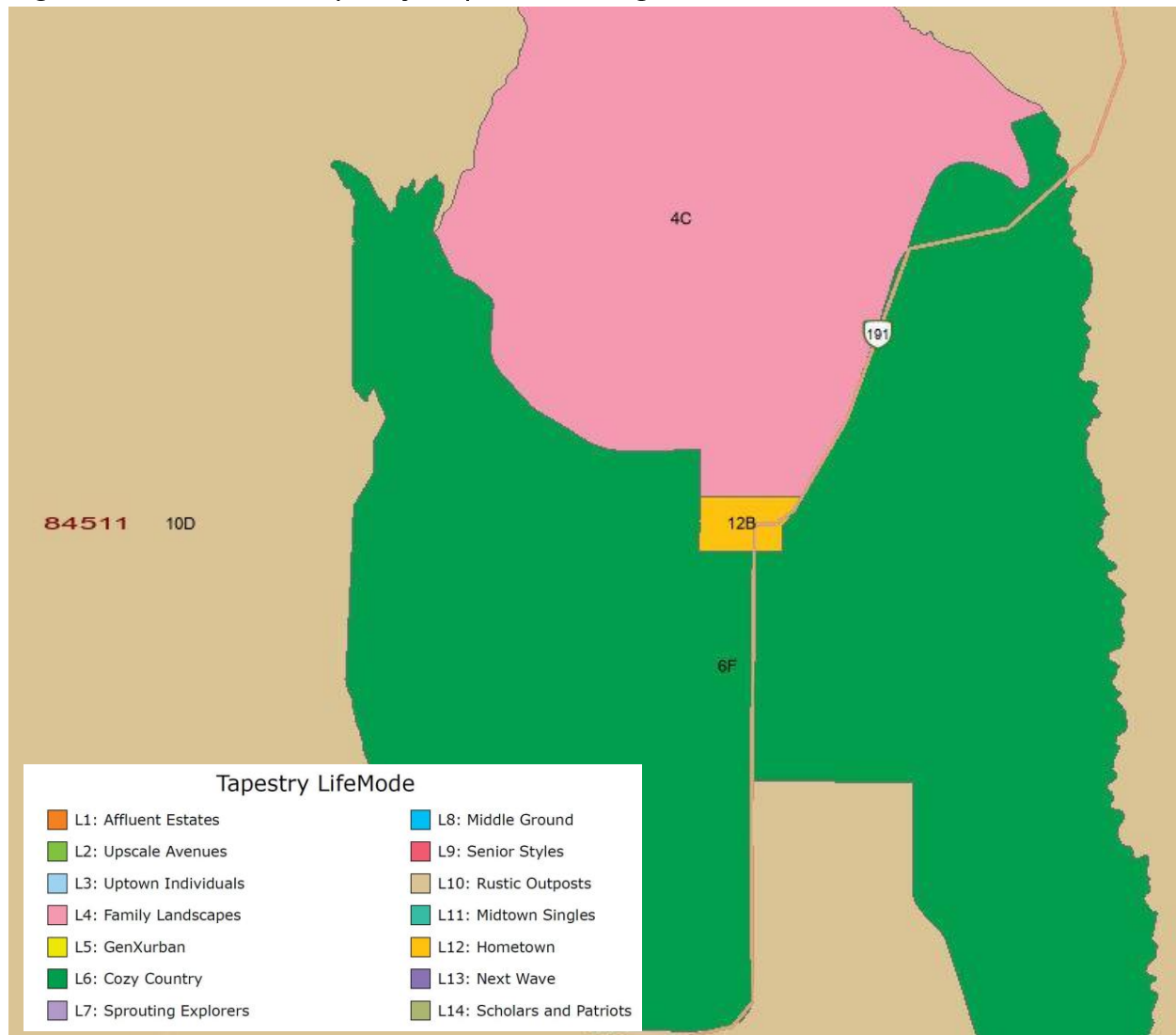
Source: Esri Business Analyst, Household Budget Expenditures, 2023

⁶² Miscellaneous household expenditures include apparel and services, personal care products, funeral expenses, legal fees, banking service charges, accounting fees, credit card membership fees, shopping club membership fees, support payments, life insurance, and pensions and social security.

Table 39 displays the three Tapestry Segmentations found in Blanding. These tapestries make up 100% of all households. The top three tapestry segments, Heartland Communities (53%), Middleburg (27%) and Traditional Living (20%) are predominantly composed of working, middle-class families.

- **Heartland Communities** are semirural and semiretired and tend to be homeowners. Many have paid off their mortgages.
- **Middleburg** are middle of the road in terms of age and income and tend to have children living at home.
- **Traditional Living** are living in low-density and settled neighborhoods. Often families in this segment have lived and worked in their communities for two or more generations.

Figure 105: Dominant Tapestry Map for Blanding



Source: Esri Dominant Tapestry Maps

Table 39: Tapestries Segmentation Distribution for Blanding

Tapestry Segment	Blanding	Utah	United States
Heartland Communities (6F)	53.4%	0.2%	2.2%
Middleburg (4C)	26.5%	8.2%	3.1%
Traditional Living (12B)	20.0%	0.1%	1.9%

Source: Esri Business Analyst, Tapestry Segmentation Area Profile

Table 40: National-Level Characteristics of Blanding Tapestry Segments

Rank	Tapestry Segments	Median HH Income	Median Age	Avg. HH Size	Median Home Value	% Own Home	Typical Housing Types
1	Heartland Communities (6F)	\$42,400	42.3	2.39	\$95,700	69.4%	Single Family
2	Middleburg (4C)	\$59,800	36.1	2.75	\$175,000	73.4%	Single Family
3	Traditional Living (12B)	\$39,300	35.5	2.51	\$83,200	58.9%	Single Family

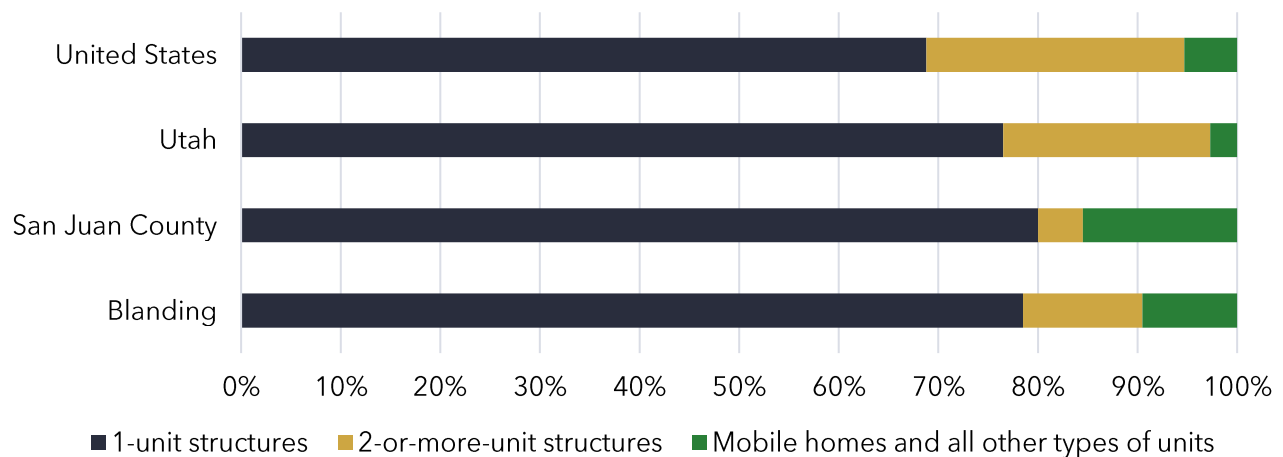
Source: Esri Business Analyst, Tapestry Segmentation Area Profile

Housing Trends

Trends in housing supply are measured with many metrics, including building permits, home values, and home sales data. To get different angles on the region's housing situation, we collected data from various platforms.

Building Types and Tenure

Figure 106: Housing Units in Structure, Blanding, 2022



Source: American Community Survey, 2022 5-Year Estimates, Table S1101

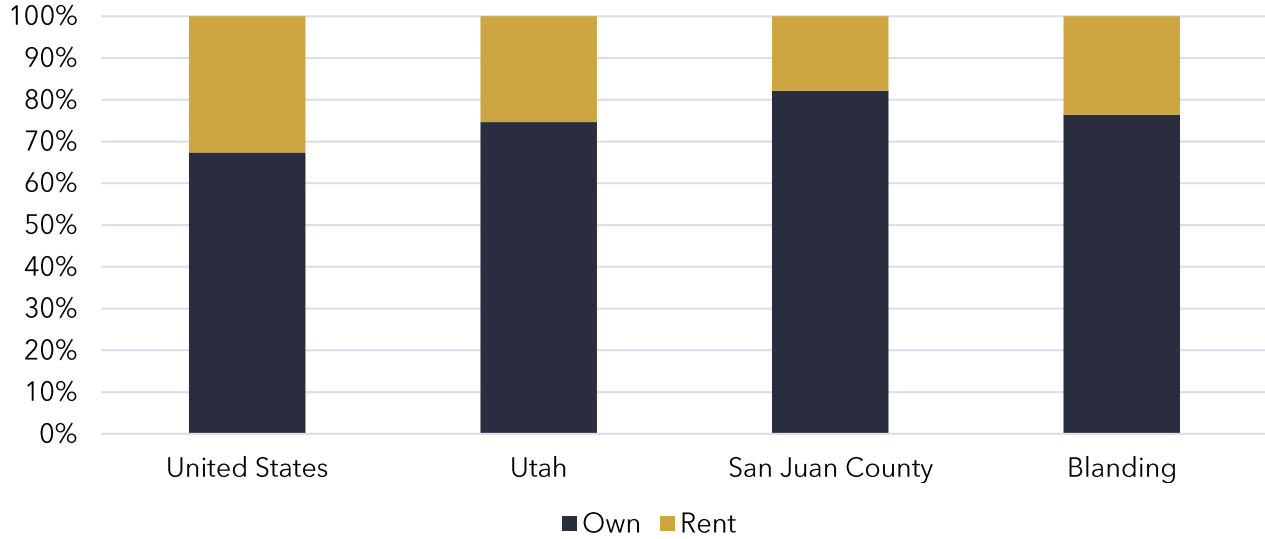
Table 41: Percent Housing by Type, Blanding, 2022

Housing Type	Blanding		San Juan County		Utah	USA
	#	%	#	%	%	%
Occupied housing units	1,092	100.0%	4,457	100.0%	100.0%	100.0%
1, detached	857	78.5%	3,512	78.8%	69.0%	62.5%
1, attached	0	0.0%	54	1.2%	7.5%	6.3%
2 apartments	4	0.4%	69	1.5%	2.3%	3.3%
3 or 4 apartments	101	9.2%	102	2.3%	3.8%	4.2%

5 to 9 unit apartments	26	2.4%	26	0.6%	3.2%	4.5%
10+ unit apartments	0	0.0%	3	0.1%	11.5%	13.8%
Mobile home or other type of housing	104	9.5%	691	15.5%	2.7%	5.3%

Source: American Community Survey, 2022 5-Year Estimates, Table S2504

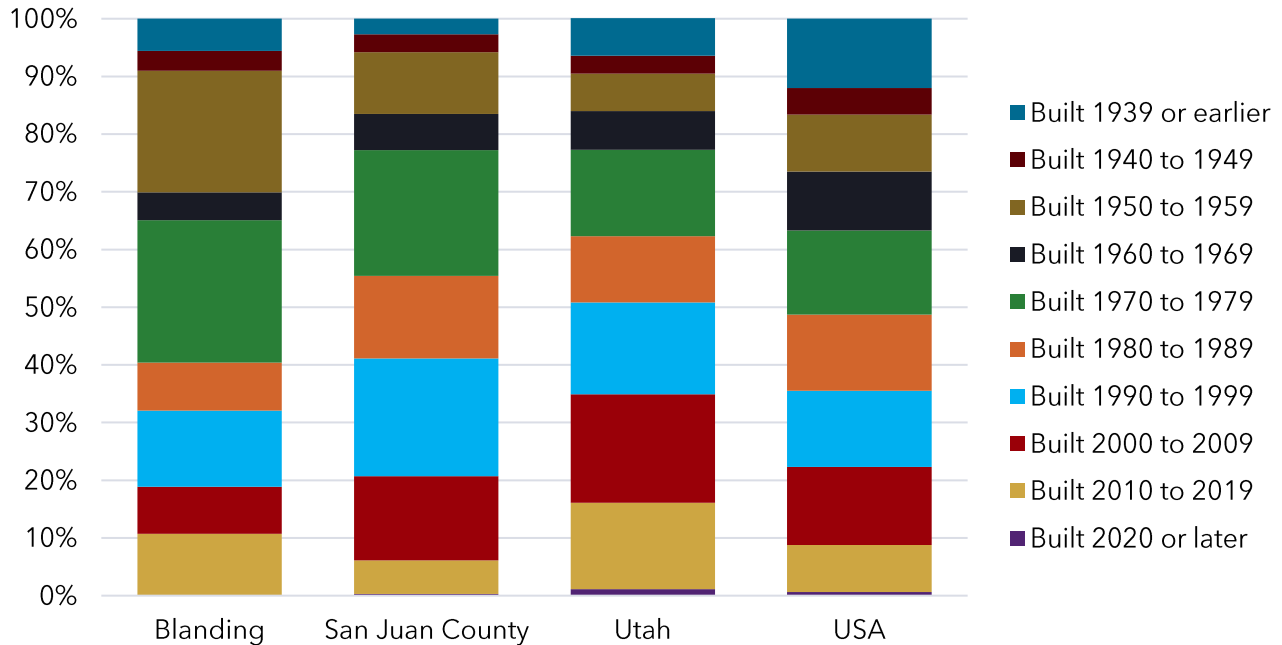
Figure 107: Owner-Occupied and Renter-Occupied Homes, Blanding, 2022



Source: American Community Survey, 2022 5-Year Estimates, Table B25008

Housing Stock and Occupancy Rates

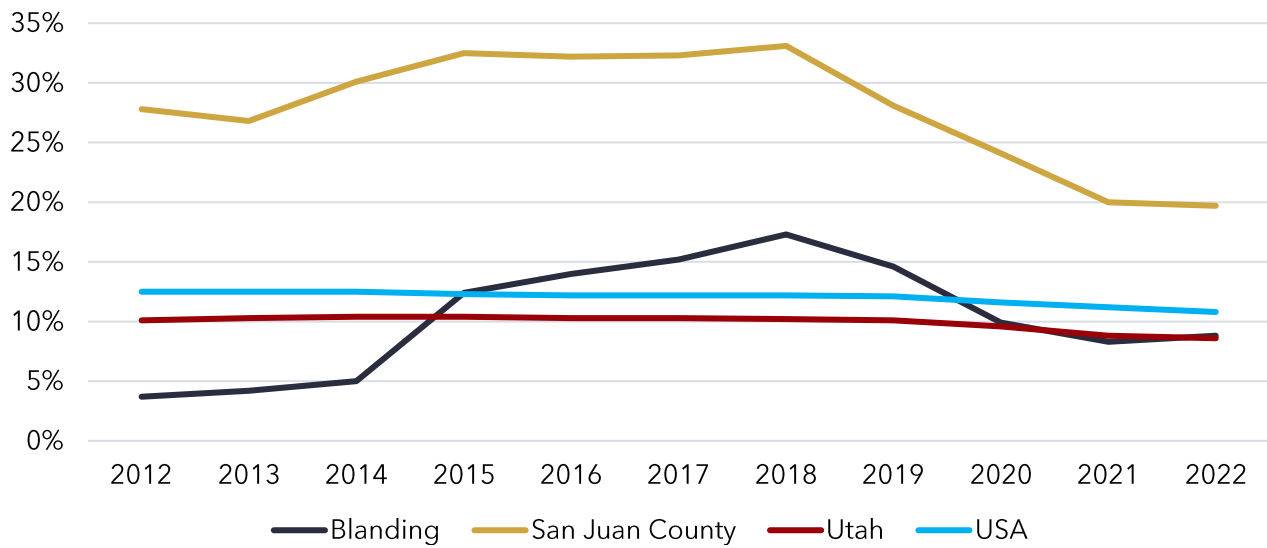
Figure 108: Age of Housing Stock, Blanding, 2022



Source: American Community Survey, 2022 5-Year Estimates, Table DP04

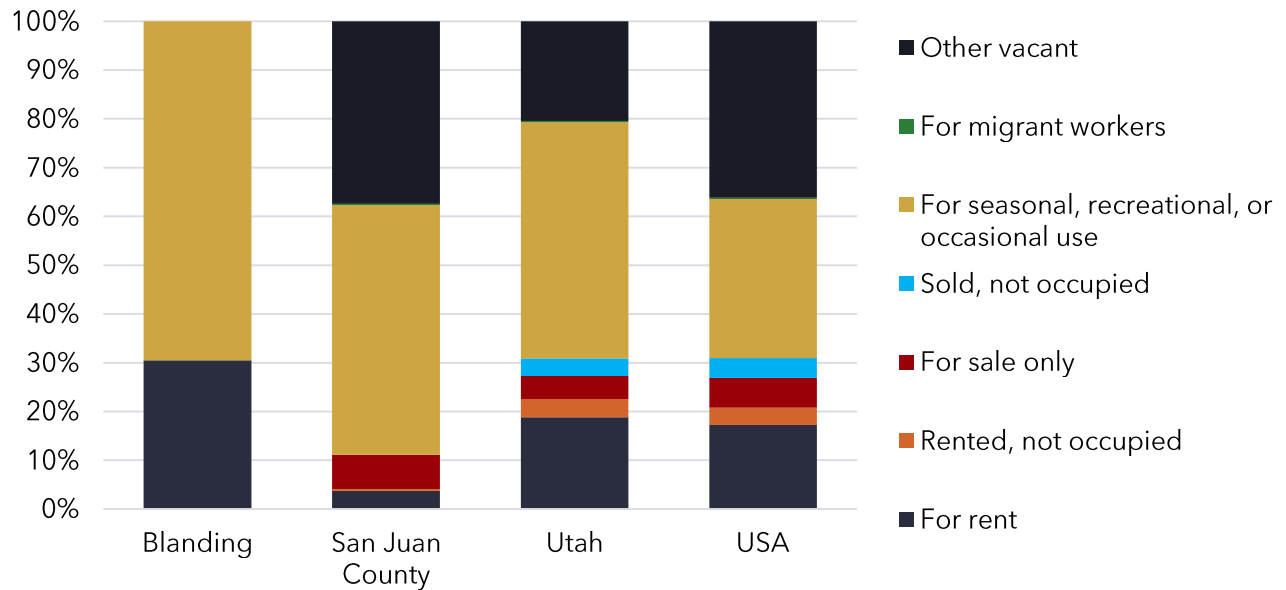
Vacancy rates are a signal of consumer demand within the real estate market.

Figure 109: Vacancy Rate, Blanding, 2012-2022



Source: American Community Survey, 2022 5-Year Estimates, Table DP04

Figure 110: Vacancy Status, Blanding, 2022

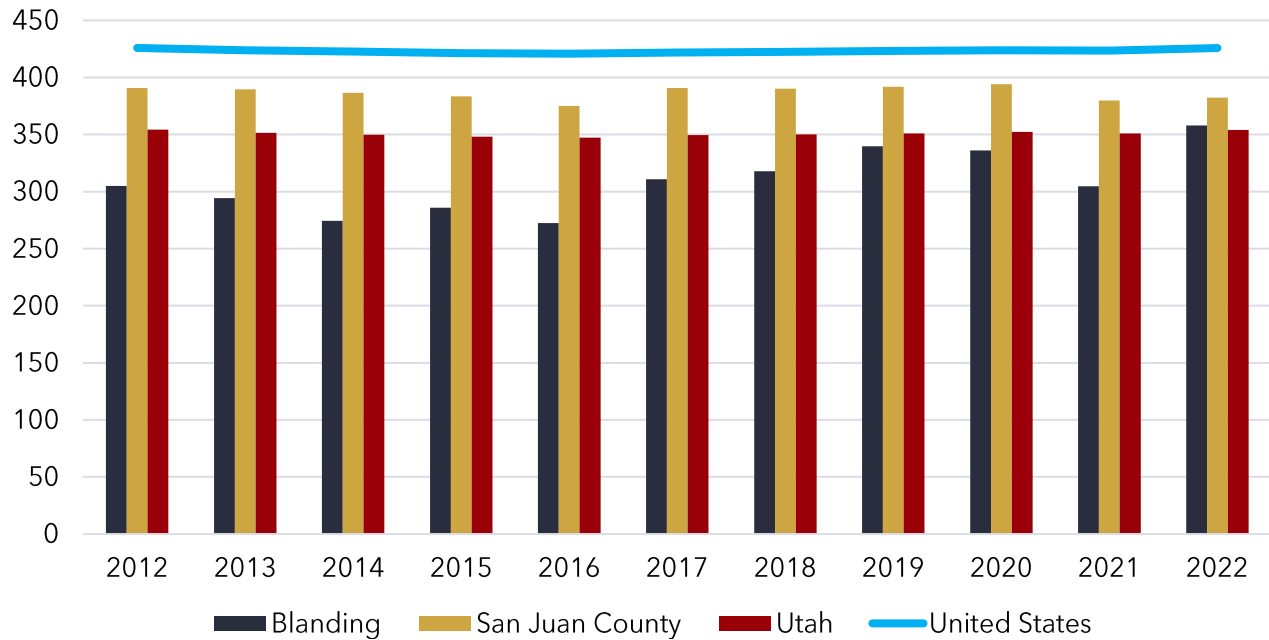


Source: American Community Survey, 2022 5-Year Estimates, Table DP04

Residences to Employment Metrics

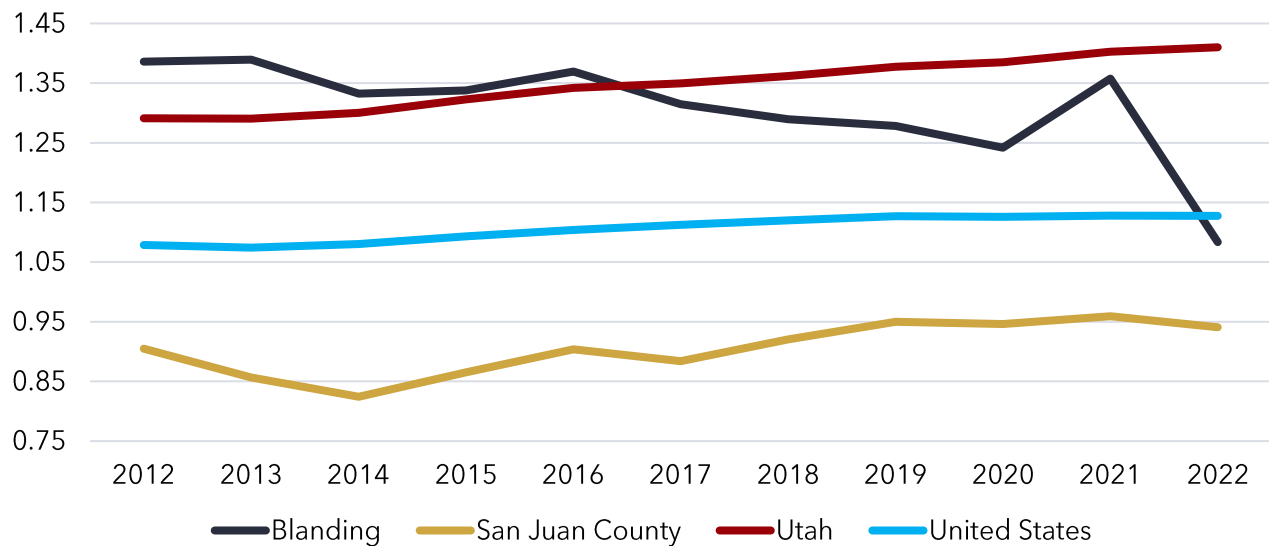
According to Figure 111, the number of housing units per 1,000 residents in San Juan County overall has remained largely constant throughout the last decade. This metric has varied over time for Blanding, as the community has seen the second highest and the lowest value at times since 2012. The County, has consistently had the most housing units per 1,000 residents, generally followed by Utah. One contributing factor to relatively lower rates of units per person has been the stagnation of housing production since the turn of the century.

Figure 111: Housing Units per 1,000 Residents



Source: Points Consulting using American Community Survey, 2022 5-Year Estimates, Tables B25001 and DP05

Figure 112: Jobs-to-Housing Ratio

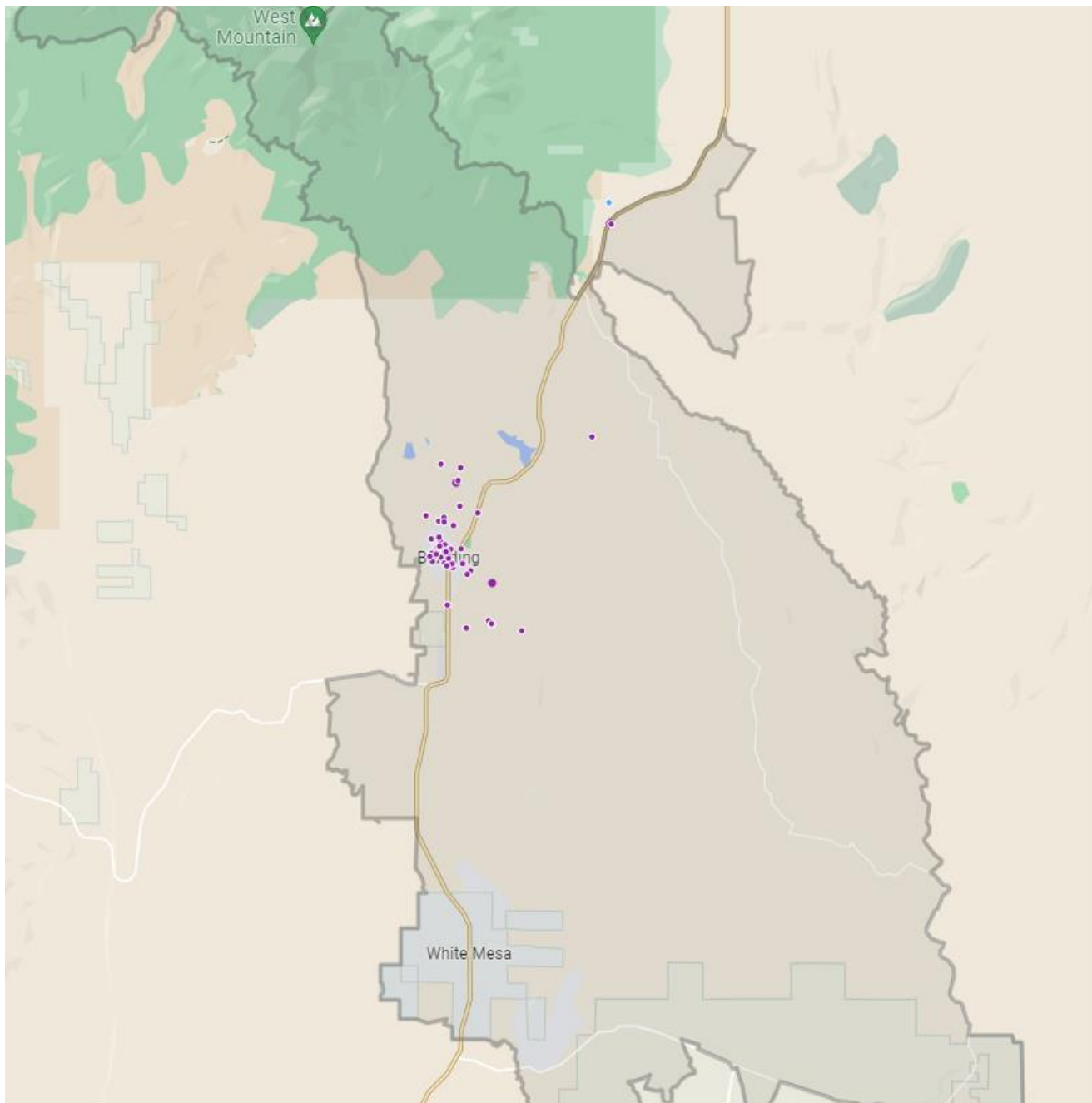


Source: Points Consulting using American Community Survey, 2022 5-Year Estimates, Tables B25001 and DP03

Figure 112 shows the ratio of employment to housing units in the same regions. The County reports the lowest ratio throughout the period. This means that there are slightly more housing units than total jobs in the County. In contrast, the US, Utah, and Blanding all report slightly fewer housing units than jobs at each respective. However, the ratio value for Blanding has been declining since 2021. The low jobs-to-housing ratio in the County is mainly due to the high proportion of residents of retirement age. A lack of available starter homes may partly explain the lack of younger residents.

Short-Term Rentals

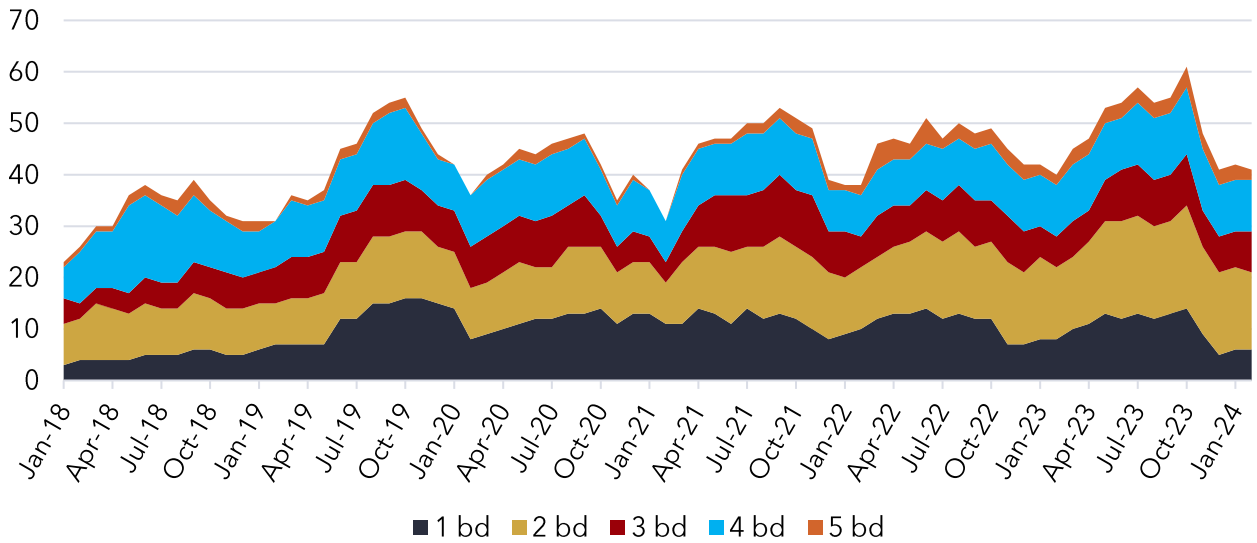
Figure 113: Blanding-White Mesa AirDNA Market Area for STRs



Source: AirDNA, 2024

Figure 114 depicts active listings over time for STRs in the Blanding-White Mesa Market. Most STRs are concentrated near the City here as well, but there are a few that lie beyond city limits. The seasonal trend for the Blanding-White Mesa Market mostly follows the typical pattern, though to a lesser degree than the Monticello Market. This market also sees a less pronounced dip in the off-peak months. With no recent notable increase in rentals, the Blanding-White-Mesa Market may have matured. Peak listings have been between 50 and 60 since 2018.

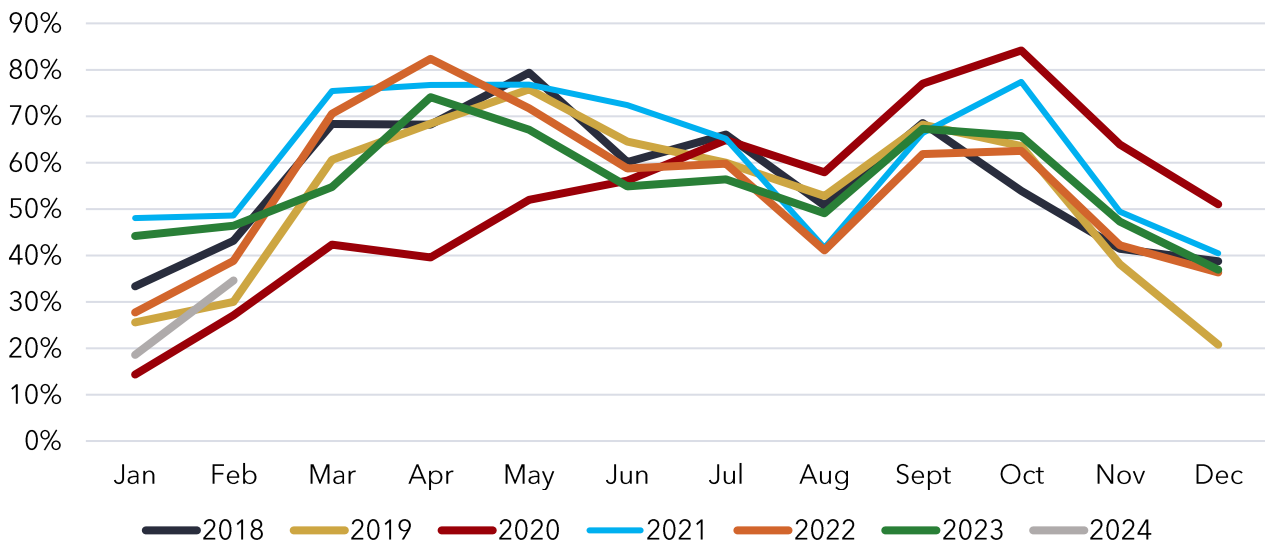
Figure 114: STR Active Listings Over Time, Blanding-White Mesa Market



Source: AirDNA, 2024

Figure 115 displays Blanding-White Mesa Market STR occupancy rates by year starting in 2018. The highest occupancy rate throughout the first half of the calendar year was logged in 2022, with 2020 reporting the highest rate throughout the second half of the calendar year. Like the Monticello Market, this market is unusual in that occupancy rates do not reflect any summer spike. Again, in most years occupancy rates are significantly lower in August.

Figure 115: Blanding-White Mesa Market STR Occupancy Rate

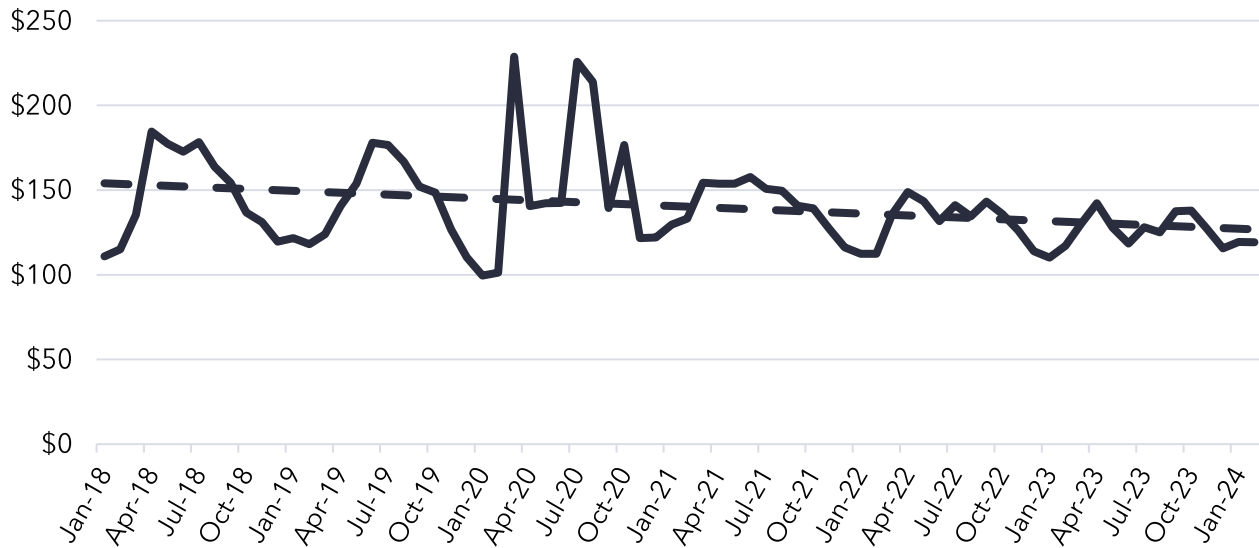


Source: AirDNA, 2024

The ADR of STRs in the Blanding-White Mesa Market is shown in Figure 116. Since 2018, the ADR has experienced a general (albeit slow) decline, like the Monticello Market. Relative increases in the ADR can be seen during the peak summer season, followed by lower rates in the winter. Peak ADR has been lower in the past three years compared to 2019 and 2020. The Blanding-White Mesa market reports a relatively lower price level than the Monticello Market but is following the

same negative overall trend. All of this indicates that there really isn't a strong incentive for increased STR investment in Blanding.

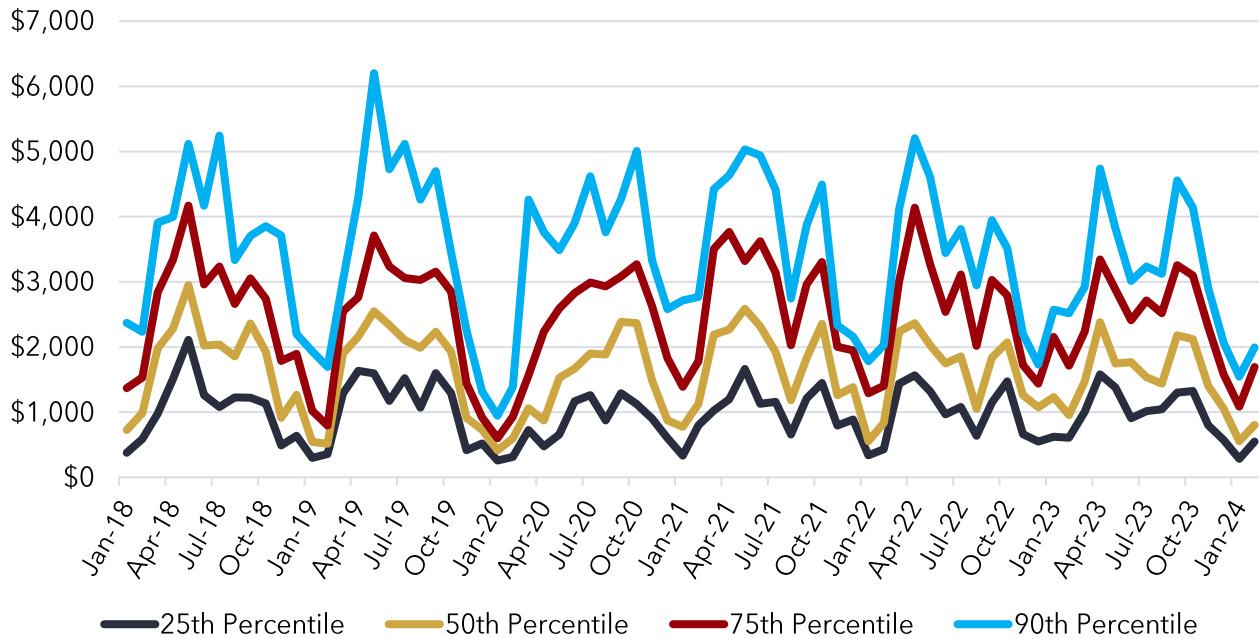
Figure 116: Blanding-White Mesa Market Average Daily Rate



Source: AirDNA, 2024

Monthly revenue of STR operators is shown in Figure 117. Here, most operators are earning \$1.0K to \$2.5K per month, whereas top performers are earning \$2.0K to \$5.0K per month. Despite a slightly negative trend, all operators have received steady monthly revenue streams since 2018. It's worth noting that the seasonal trend in the STR market is reflected in monthly revenue.

Figure 117: Blanding-White Mesa Market STR Operators' Monthly Revenue



Source: AirDNA, 2024

Community Engagement Summary

Key Themes from On-Site Meetings

As the largest community in San Juan County, Blanding has opportunity and infrastructure for growth, and more “rungs” in the housing ladder than the rest of the County. However, challenges remain. Townhall attendees were concerned about housing affordability, particularly workforce housing and starter homes. Attendees said that as their children become adults and hope to move away from home, they have difficulty finding suitable housing within their price range. Residents are tired of “exporting their children” (a sentiment our consulting team heard across the County). Our team noted that townhall attendees and city officials show a particular readiness for action and are willing to make changes to improve housing affordability in their city. Residents also expressed their desire for Blanding to retain its rural, relaxed environment. Some were concerned about increased density and city regulation.

Blanding’s quantity (or perceived quantity) of homes that are empty or infrequently occupied is noteworthy. Townhall attendees speculated that some are “heritage” or family homes that families are unwilling to part with. Families may use these homes occasionally for vacation tend to maintain them well, but they do not contribute to the long-term housing supply. Additionally, some private owners engage in land-banking. Hoping that growth in Moab will increase land and property values in Blanding, they wait for the right moment to sell. Some townhall attendees were also concerned about short-term rentals.

Blanding Zoning Code

10-5A - “R-1” Low-Density Zone

<i>Intent</i>	The R-1 residential district is intended as a low density residential area of one- and two-family dwellings, and is intended to include related recreational, religious, cultural and educational facilities normally required to provide a balanced and attractive residential area.
<i>Permitted Uses (res.)</i>	Single-family, single-family with ADU (attached), parish houses
<i>Conditional Uses (res.)</i>	Historical building
<i>Size</i>	Single-family: at least 1,100 sq ft ADU: 700 sq ft
<i>Height</i>	Maximum of 35 ft
<i>Width</i>	None
<i>Setbacks (F,R,S)</i>	20 abutting local or collector streets and 40 for abutting arterial streets, 20, 10 not abutting a street or 40 if abutting an arterial street

10-5A - “R-2” High-Density Zone

<i>Intent</i>	The R-2 residential district is intended as a high density residential, office and institutional area, providing living accommodations for the small or nonfamily, and providing services to the broader community.
<i>Permitted Uses (res.)</i>	Single-family, two-family, multiple-family, ADUs (interior, attached, detached) boarding and rooming houses
<i>Conditional Uses (res.)</i>	Historic buildings
<i>Size</i>	Single-family: at least 700 sq ft Two-family: at least 700 ft per unit ADUs: at least 700 ft
<i>Height</i>	Maximum of 50 ft
<i>Width</i>	None

<i>Setbacks (F,R,S)</i>	20 abutting local or collector streets and 40 for abutting arterial streets, 20, 7 not abutting a street or 15 if abutting a local or collector street or 40 if abutting an arterial street
-------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

10-5C - "MH" Mobile Home Zone

<i>Intent</i>	The purpose of the MH mobile home district is to provide areas with proper facilities for mobile homes.
<i>Permitted Uses (res.)</i>	Mobile home parks, public parks or playgrounds, all R-1 and R-2 allowances
<i>Conditional Uses (res.)</i>	Historic buildings
<i>Size</i>	None
<i>Height</i>	Maximum of 35 ft
<i>Width</i>	None
<i>Setbacks (F,R,S)</i>	15, 5, 15 adjacent to streets or 5 for other structures or 20 between all habitable structures

10-5D - "R-1A" Agricultural Residential Zone

<i>Intent</i>	The R-1A agricultural residential district is intended as a low density residential and agriculture area of one-family dwellings on large lots (2 acre minimum) to include a rural development type; no curb and gutters or sidewalks on public rights of way are allowed. Raising and harboring of animals are subject to local and state guidelines. This is intended to be an open and spacious rural residential zone.
<i>Permitted Uses (res.)</i>	One-family dwellings, ADUs (interior, attached, detached)
<i>Conditional Uses (res.)</i>	Historical building
<i>Size</i>	One-family: at least 1,000 sq ft
<i>Height</i>	Maximum of 35 ft, or 40 ft if containing an agricultural accessory use
<i>Width</i>	None
<i>Setbacks (F,R,S)</i>	25 if abutting local or collector streets or 40 if abutting arterial streets, 20 or 40 if abutting arterial streets, 10 ft or 40 ft if abutting an arterial street

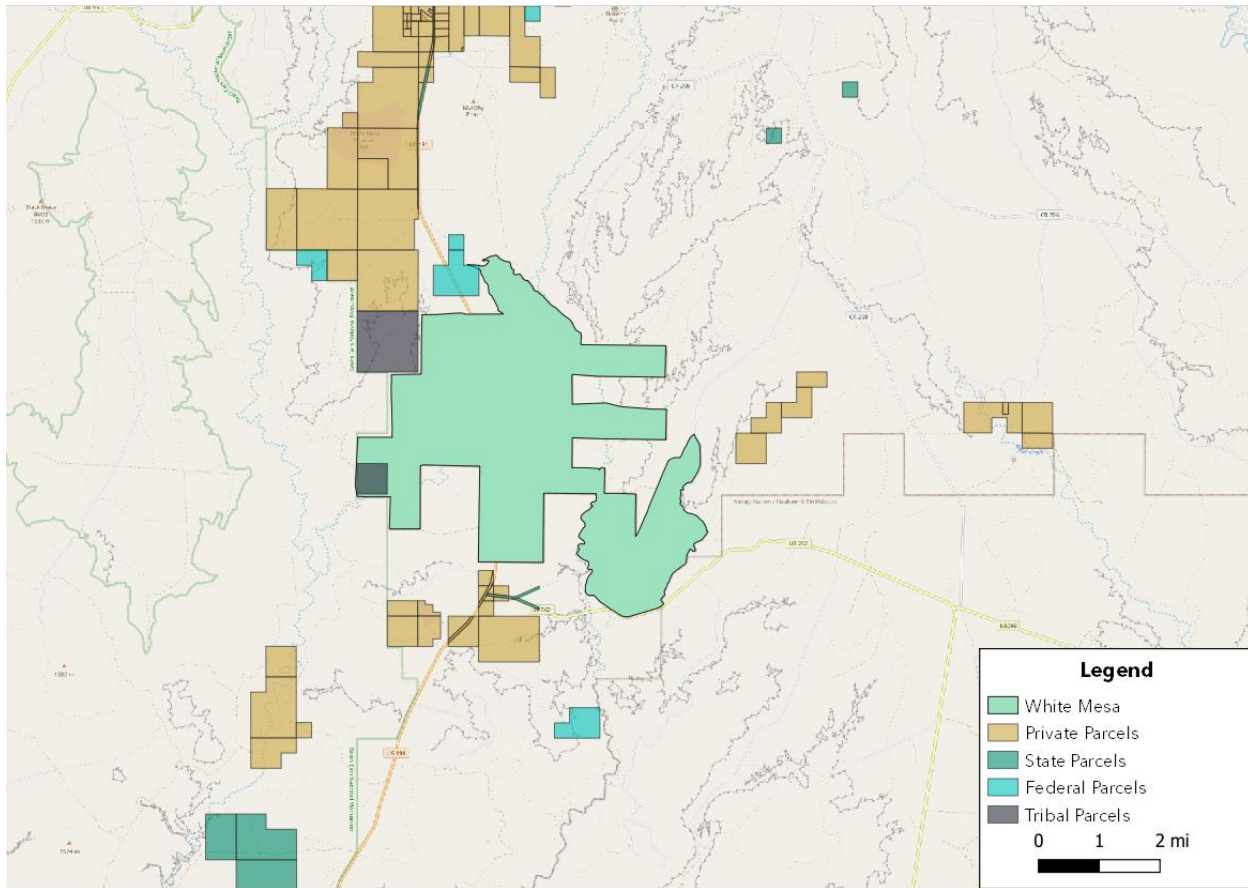
WHITE MESA SUMMARY

White Mesa is a small community in the south of San Juan County. It sits on a portion of the Ute Mountain Ute Tribe Reservation. Because White Mesa is across a state line from the remainder of Ute Mountain Ute tribal lands the community faces even greater resource challenges.

The population of White Mesa is very small, but stable (Table 42), having remained roughly the same since 2010. About half of the population of White Mesa is over the age of 65 (Figure 119).

Due to its small size and other factors, collecting reliable demographic information for White Mesa is very difficult.

Figure 118: Parcel Map of White Mesa



Source: Utah Geospatial Resource Center, State Geographic Information Datasource, <https://gis.utah.gov/sgid/>

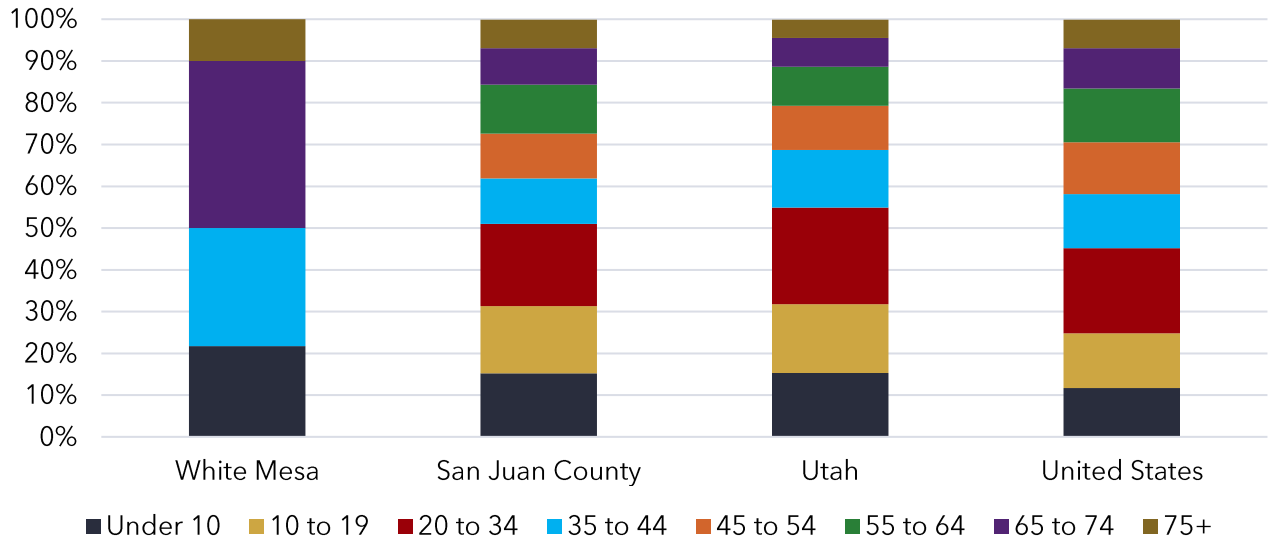
Demographic & Socioeconomic Trends

Table 42: Population Growth, White Mesa

Area	2010 Population	2023 Population	Numerical Change	% Change
White Mesa	190	191	1	0.5%
San Juan County	14,746	14,332	(414)	(2.8%)
Utah	2,763,885	3,458,220	694,335	25.1%
United States	308,745,538	337,470,185	28,724,647	9.3%

Source: Esri Business Analyst, 2023

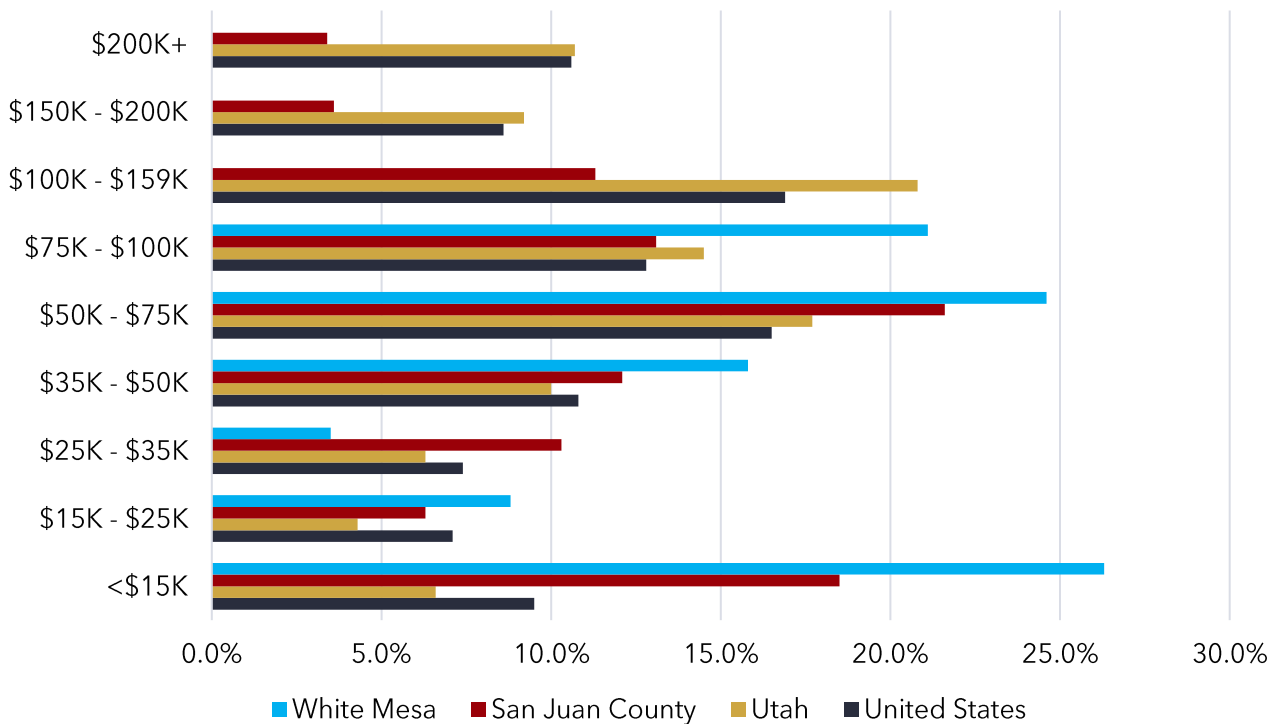
Figure 119: Population by Age, White Mesa



Source: U.S. Census Bureau 2022 American Community Survey Table S0101

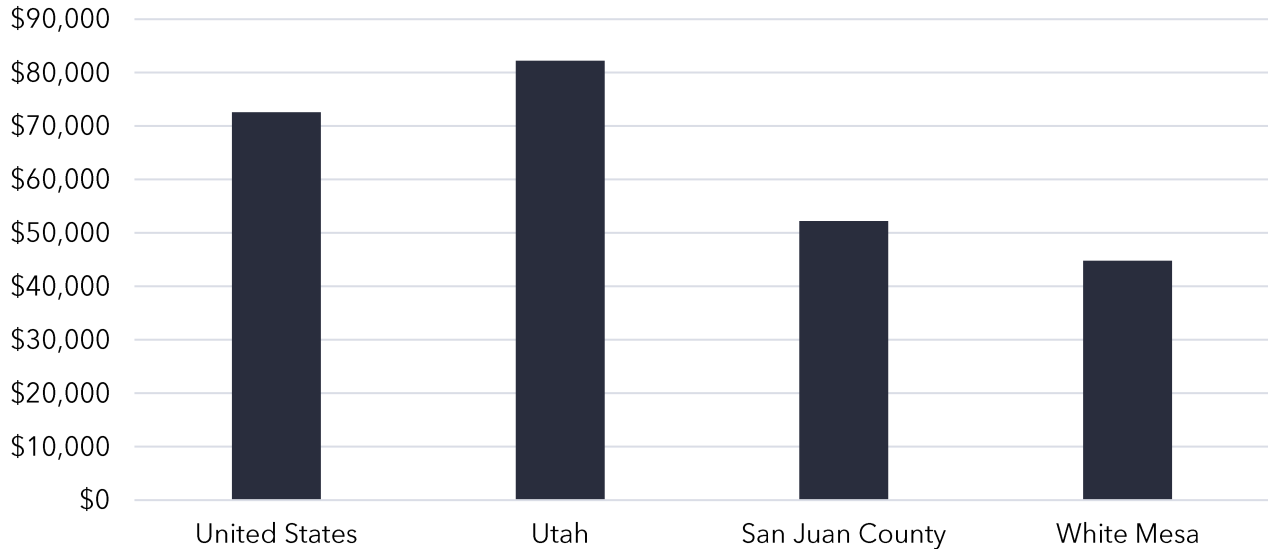
Household Income & Expenditures

Figure 120: Distribution of Household Income, White Mesa



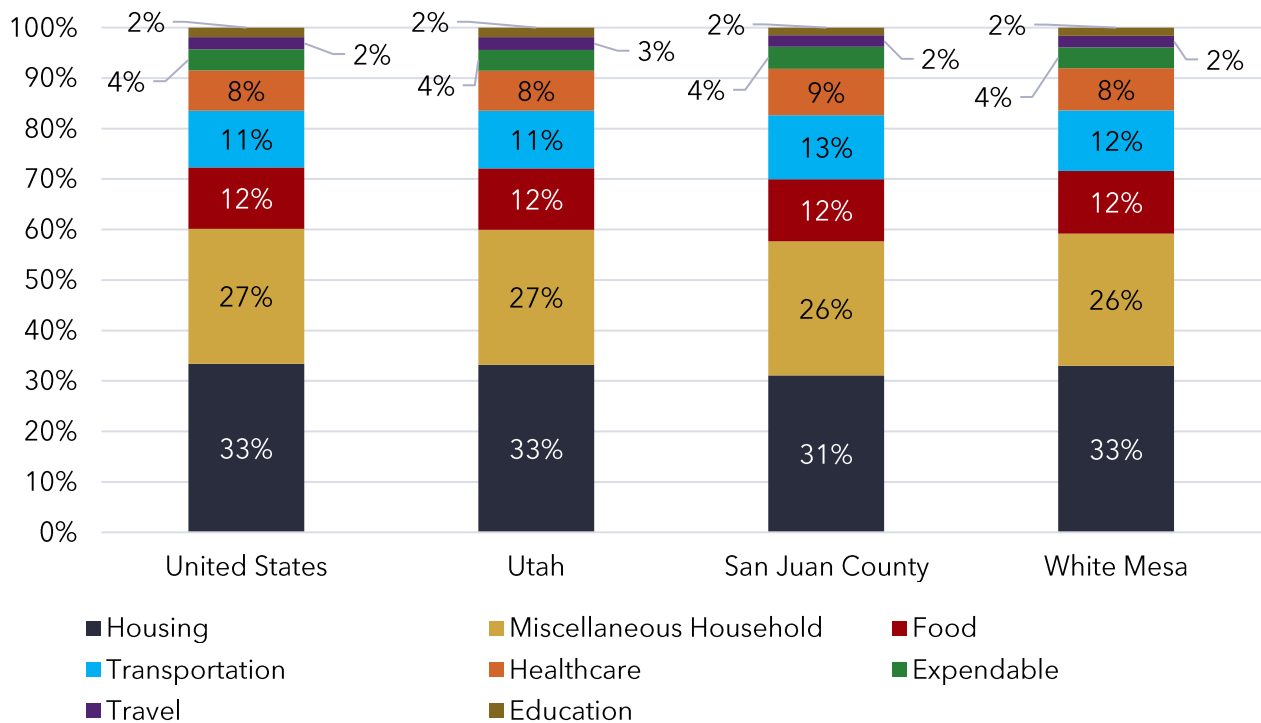
Source: Esri Business Analyst, Demographic and Income Profile, 2023

Figure 121: Median Household Income, White Mesa



Source: Esri Business Analyst, Demographic and Income Profile, 2023

Figure 122: White Mesa Monthly Household Budget Expenditures⁶³



Source: Esri Business Analyst, Household Budget Expenditures, 2023

⁶³ Miscellaneous household expenditures include apparel and services, personal care products, funeral expenses, legal fees, banking service charges, accounting fees, credit card membership fees, shopping club membership fees, support payments, life insurance, and pensions and social security.

Housing Trends

Trends in housing supply are measured with many metrics, including building permits, home values, and home sales data. To get different angles on the region’s housing situation, we collected data from various platforms.

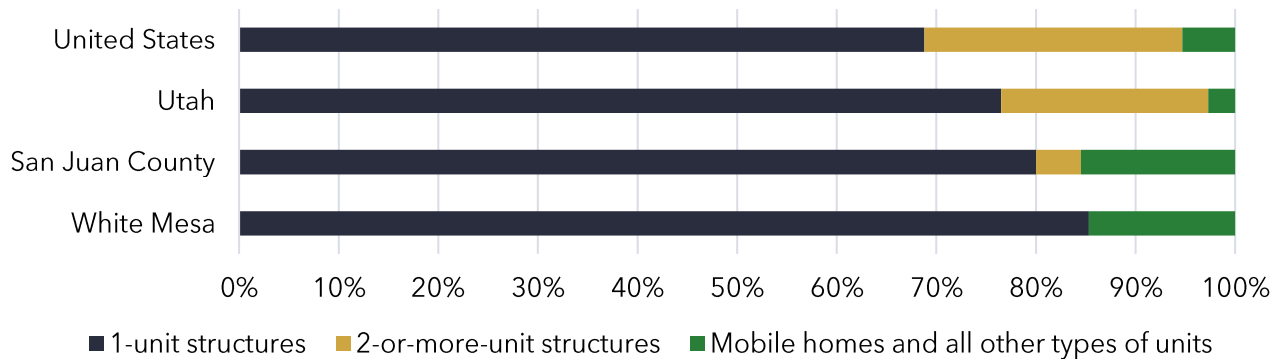
Building Types and Tenure

Table 43: Percent Housing by Type, White Mesa, 2022

Housing Type	White Mesa		San Juan County		Utah	USA
	#	%	#	%	%	%
Occupied housing units	34	100.0%	4,457	100.0%	100.0%	100.0%
1, detached	29	85.3%	3,512	78.8%	69.0%	62.5%
1, attached	0	0.0%	54	1.2%	7.5%	6.3%
2 apartments	0	0.0%	69	1.5%	2.3%	3.3%
3 or 4 apartments	0	0.0%	102	2.3%	3.8%	4.2%
5 to 9 unit apartments	0	0.0%	26	0.6%	3.2%	4.5%
10+ unit apartments	0	0.0%	3	0.1%	11.5%	13.8%
Mobile home or other type of housing	5	14.7%	691	15.5%	2.7%	5.3%

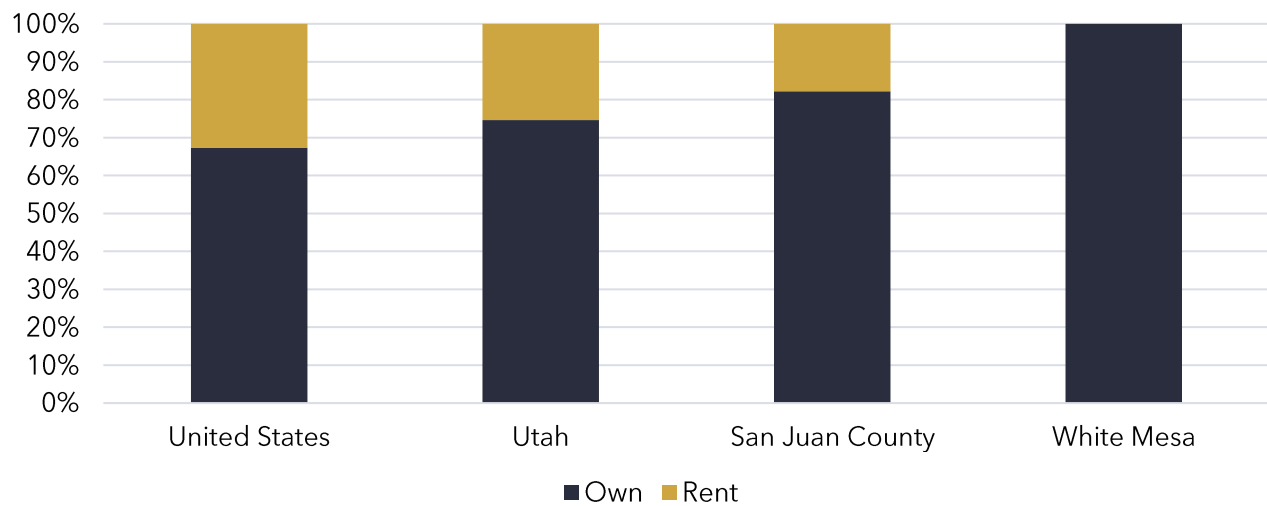
Source: American Community Survey, 2022 5-Year Estimates, Table S2504

Figure 123: Housing Units in Structure, White Mesa, 2022



Source: American Community Survey, 2022 5-Year Estimates, Table S1101

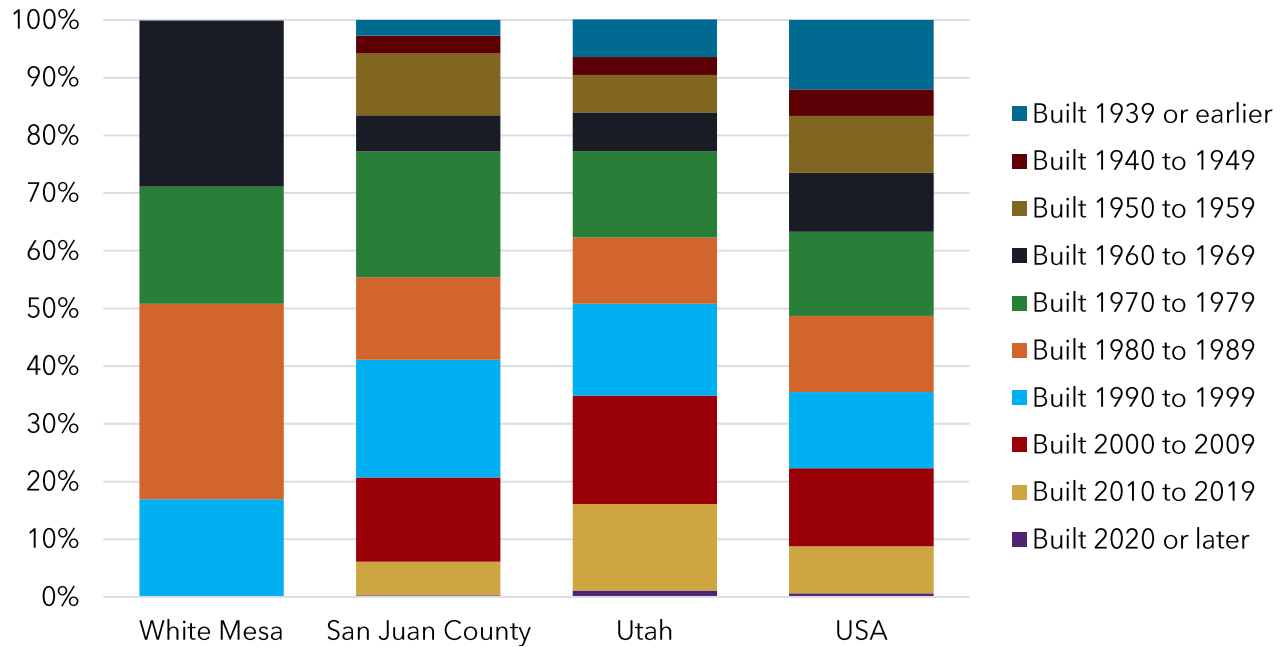
Figure 124: Owner-Occupied and Renter-Occupied Homes, White Mesa, 2022



Source: American Community Survey, 2022 5-Year Estimates, Table B25008

Housing Stock and Occupancy Rates

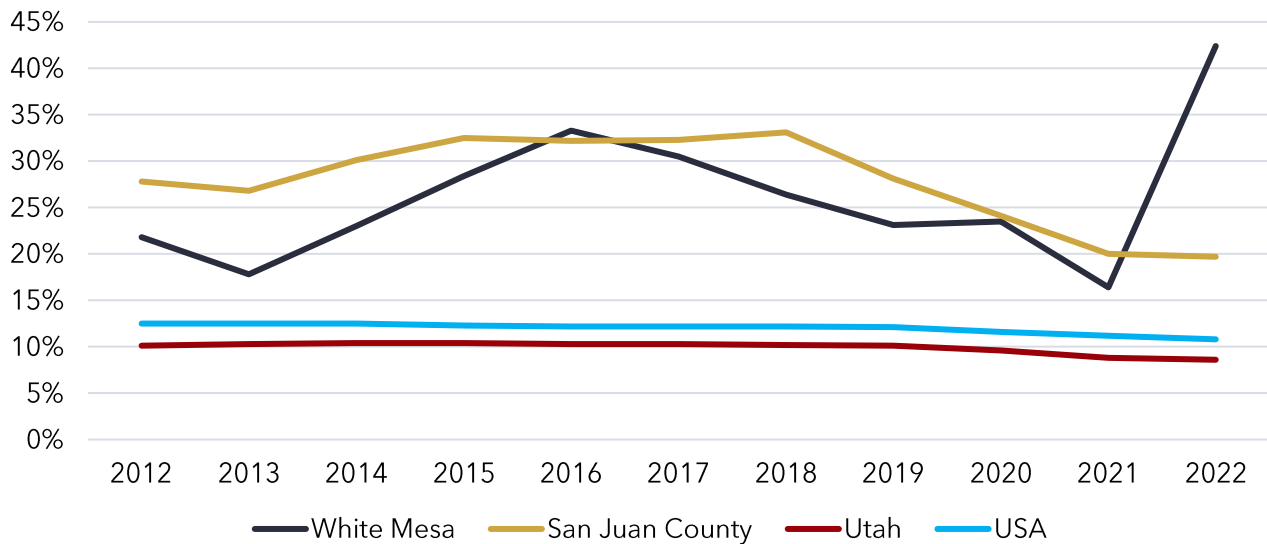
Figure 125: Age of Housing Stock, White Mesa, 2022



Source: American Community Survey, 2022 5-Year Estimates, Table DP04

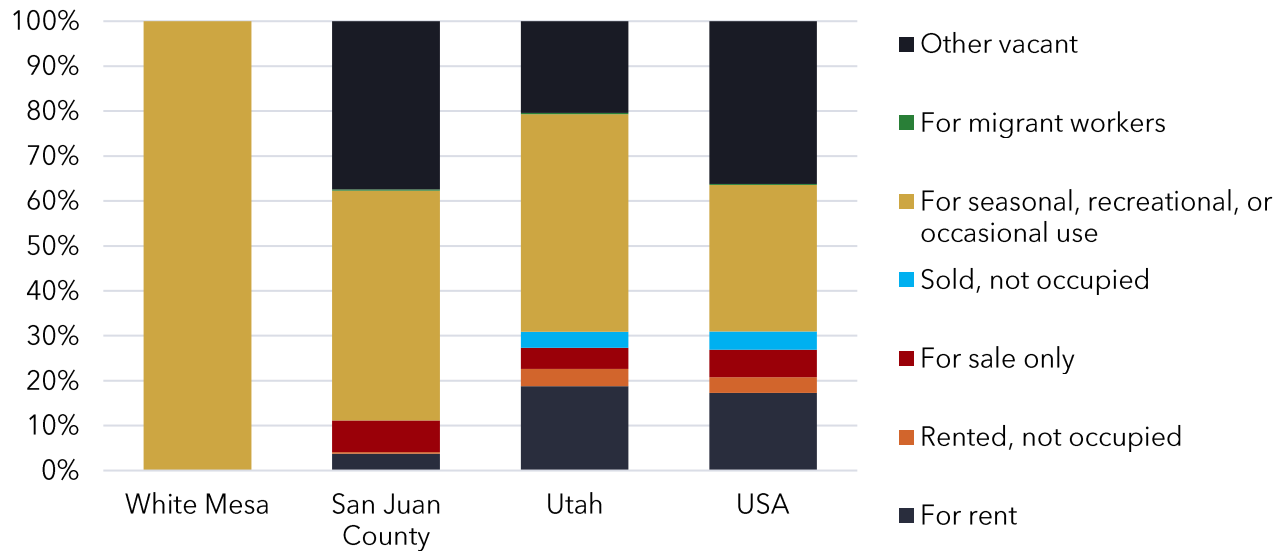
Vacancy rates are a signal of consumer demand within the real estate market.

Figure 126: Vacancy Rate, White Mesa, 2012-2022



Source: American Community Survey, 2022 5-Year Estimates, Table DP04

Figure 127: Vacancy Status, White Mesa, 2022



Source: American Community Survey, 2022 5-Year Estimates, Table DP04

Community Engagement Summary

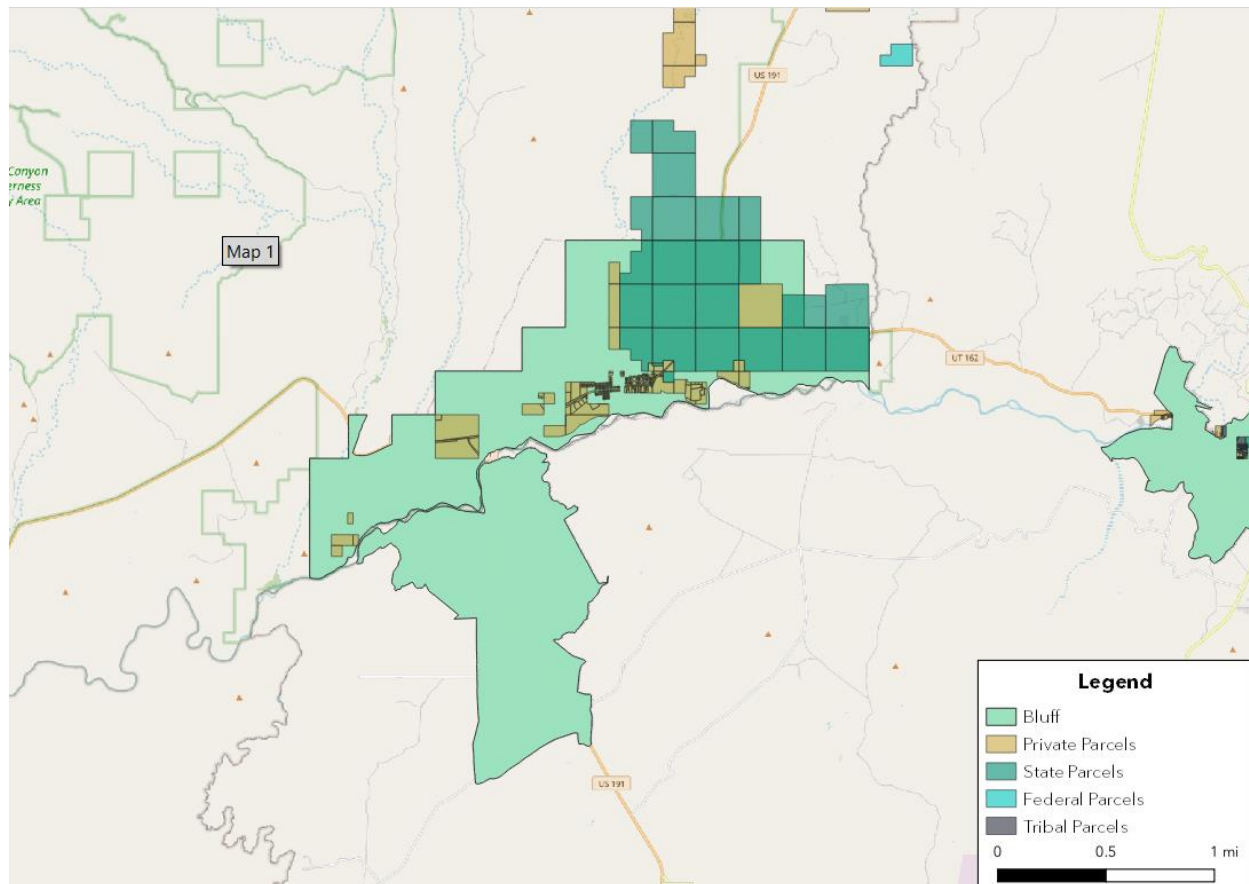
Key Themes from On-Site Meetings

Unfortunately, the townhalls did not attract residents from White Mesa. However, the consulting team is making ongoing efforts to connect with White Mesa residents and leadership.

BLUFF SUMMARY

Bluff is a small, incorporated town in the south of San Juan County. Situated close to Bears Ears National Monument and the Navajo Nation, Bluff is a hub for Highways 191, 163, and 162.

Figure 128: Parcel Map of Bluff



Source: Utah Geospatial Resource Center, State Geographic Information Datasource, <https://gis.utah.gov/sgid/>

Despite its small population, Bluff town limits span around 37 square miles (Table 44). Of this land, 17% is owned privately, while the rest belongs to various government agencies. Demographically, the town is mostly retirees, with only 20% of the population under the age of 64 (Figure 131). Residents of Bluff tend to have very high levels of education, over 50% have a graduate or professional degree (Figure 132). Additionally, Bluff has very low rates of poverty (Figure 133). The housing stock in Bluff is almost entirely single-family housing (Table 46), although there are seasonal and crew housing units not reflected in this inventory.

Unlike many communities in the County, Bluff is unique in that it has numerous vacant parcels (some quite large). These could be used for modest residential development. Community engagement makes it clear that there isn't sufficient workforce housing in Bluff. Though Bluff residents value open spaces and low density, the physical land capacity of Bluff means that it would be possible to increase workforce housing options while maintaining the open and unique character of the City.

Table 44: Land Ownership, Town of Bluff, 2022

Ownership	Acreage	Square Miles	Percentage of Surveyor Total	Percentage of Calculated Total
Federal/Bureau of Land Management ⁶⁴	10,692.10	16.71	45.12%	45.24%
Utah School and Institutional Trust Lands Administration ⁶⁵	8,756.51	13.68	36.95%	37.05%
Private Ownership	3,950.20	6.17	16.67%	16.72%
San Juan County/San Juan School District ⁶⁶	69.94	0.11	0.30%	0.30%
Tribal ⁶⁷	58.60	0.09	0.25%	0.25%
Town of Bluff ⁶⁸	53.24	0.08	0.22%	0.23%
State of Utah (UDOT)	51.51	0.08	0.22%	0.22%
Calculated Total based on Known Ownership	23,632.10	36.93	---	100.00%
County Surveyor Totals	23,696.76	37.03	99.73%	---
Unknown Ownership	64.66	0.10	0.27%	---

Source: Town of Bluff, Land Ownership, November 2022, provided February 2024.

Bluff Water Constraints

The following information is taken from Sunrise Engineering's 2020 *Bluff Town Water Study*. Bluff's culinary water system is operated by the Bluff Water Works Special Service District. As of 2020, the water system serviced approximately 300 residents. According to local sources, the water system has not seen improvements since the 2020 study, making this the most current information regarding culinary water availability in Bluff. Furthermore, few additional hook-ups have been added, so the 2024 usage is likely to be quite similar to 2020 usage.

Sunrise Engineering analyzed Bluff's water system using the five-point analysis outlined by the state of Utah, water rights, source capacity, storage capacity, treatment, and distribution. PC will only touch on the elements of the analysis that are relevant to housing in Bluff. The water study assumes a 3.0% annual growth rate for Bluff, which would result in a population of 1,315 in 2070. To make this more digestible in terms of housing, PC will translate Sunrise Engineering's work into population terms.

The topics addressed in the study most relevant to housing are water rights, source capacity, and storage capacity. Assuming a 3.0% growth rate, water rights will not be an issue for Bluff until 2067, or when the population of Bluff reaches approximately 1,204. Similarly, current storage capacity is unconstrained until 2045, or when the population reaches around 628. According to the state of Utah, existing source capacity is currently operating at a deficit during peak demand. This is, of course, a worst-case scenario projection. In accordance with state regulations, this deficit is calculated by assuming that each household is using 800 gallons per day and irrigating

⁶⁴ BLM ownership acres - Confirmed by BLM GIS Specialist, Elizabeth Lament, on November 21, 2022

⁶⁵ SITLA ownership acres - Confirmed by SITLA Deputy Assistant Director of the Southeast Area, Bryan Torgerson, on November 21, 2022

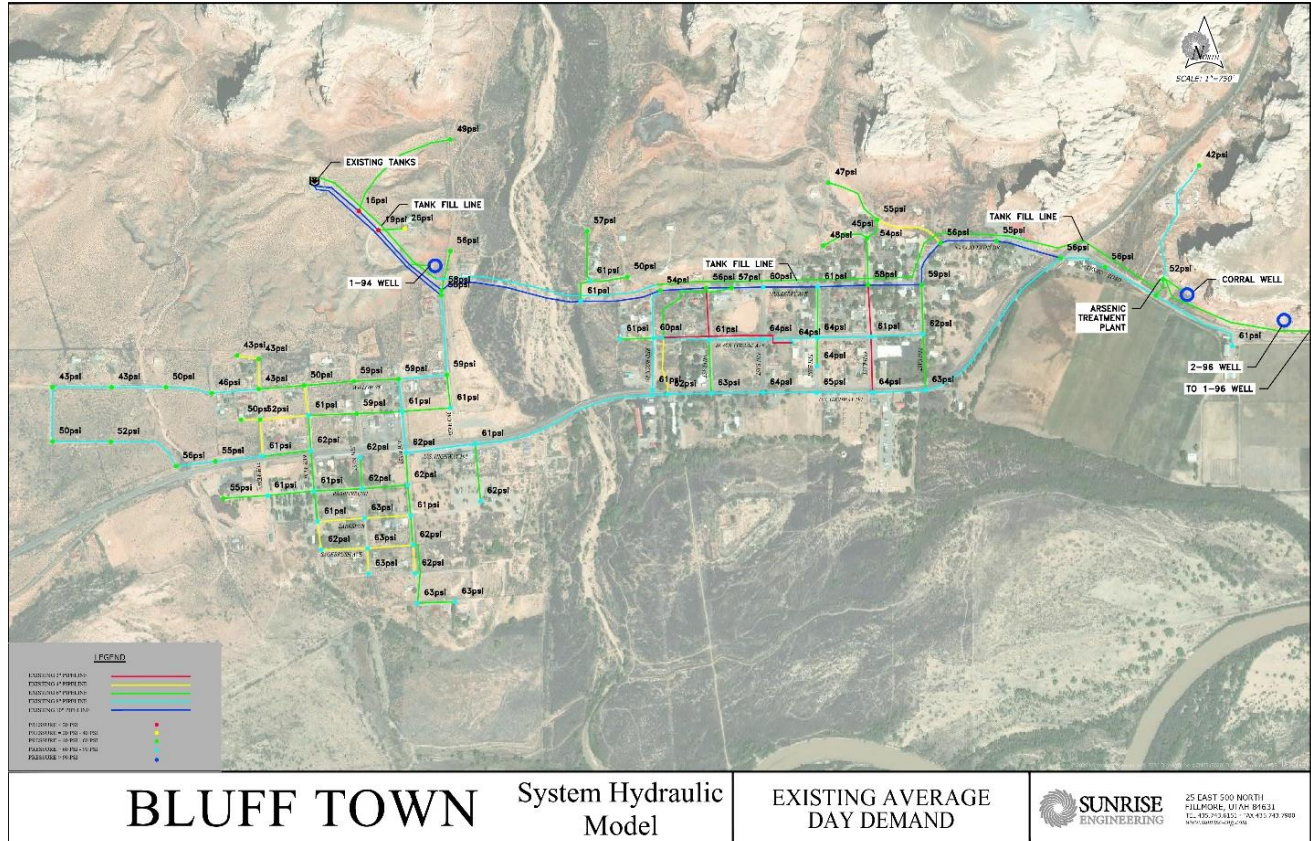
⁶⁶ San Juan School District Ownership - confirmed by San Juan School District Business Administrator, Tyrel Pemberton, on November 21, 2022

⁶⁷ Tribal land calculation through GIS data provided by Bryan Torgerson - based on shifts in the San Juan River on the southern border of town

⁶⁸ Includes Roads and property. Road information calculated by Michael Haviken on November 15, 2022. Previous private land ownership data obtained from Mary Gillam

1/16th of an acre using the water system. Under those conditions, peak water demand in Bluff would require around 240 gallons per minute, whereas the current system can only supply 197 gallons per minute, a 43 gallon per minute deficit. This deficit would grow as the population grows.

Figure 129: Existing Average Day Water Demand, Town of Bluff, 2020

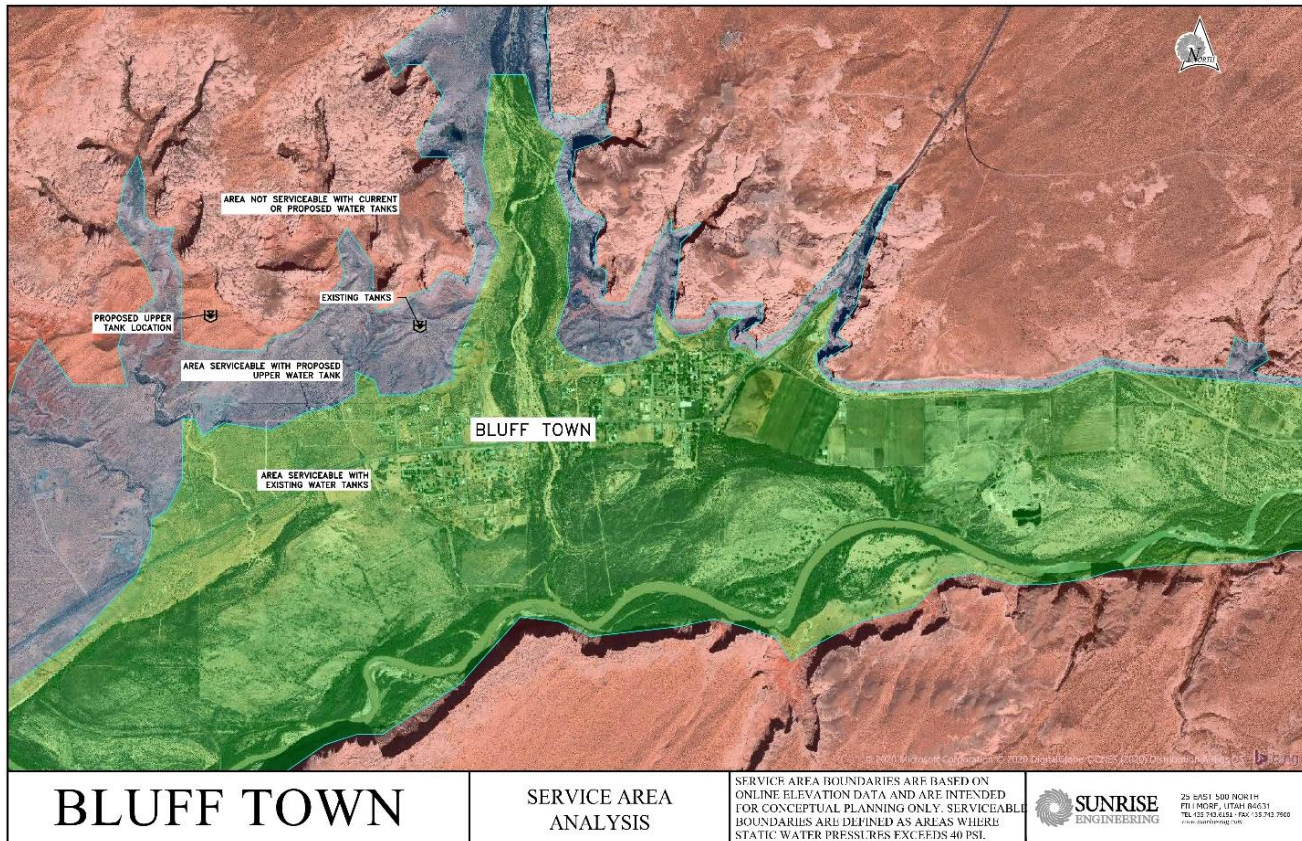


Source: Bluff Town Water Study, Sunrise Engineering, 2020

The water study provides excellent recommendations for increasing the current source capacity, planning for future water right acquisition and storage capacity increases, and improving water treatment and distribution. Infrastructure and residential development are closely connected, and the 2020 study provides a structured plan for the City to follow as it seeks to better serve its residents.

Figure 130 shows the area that the water system could currently service in the town of Bluff. Fortunately, the area is quite large, and encompasses most of the area that could be used for residential building or redevelopment, given roadways and proximity to current residential zones.

Figure 130: Current Serviceable Area Town of Bluff, 2020



Source: Bluff Town Water Study, Sunrise Engineering, 2020

Demographic & Socioeconomic Trends

According to a 2018 population estimate performed by the Kem C. Gardner Policy Institute, the population of Bluff was 262 people as of July 1, 2018.⁶⁹ This is likely the most accurate count performed in recent years. PC heard from residents of Bluff during the community townhall that they are undercounted by the Census, a sentiment backed up by the 5-year estimates from the 2018 American Community Survey. In 2018, the Survey reported the total population of Bluff was just 142 people, barely over half of the Kem C. Gardner's estimate.⁷⁰ Like many rural and tribal areas, and other areas in San Juan County, it is likely that the US Census and other sources that rely on Census may not accurately reflect every aspect of the town of Bluff. As such, the following data from the US Census Bureau and Esri Business Analyst should be taken with a grain of salt. PC has supplemented the data with local sources, where available. However, local sources for many of these data are not available.

The Bluff Incorporation Feasibility Study, performed in 2017, assumes an annual growth rate of 0.52% for Bluff based on historical trends.⁷¹ Based on that growth rate, the current population

⁶⁹ Wood, James, and Dejan Eskic. *State of the State's Housing Market, 2022-2024*. Salt Lake City: Kem C Gardner Policy Institute, 2023.

⁷⁰ American Community Survey, 2018 5-Year Estimates, Table DP05

⁷¹ *Bluff Incorporation Feasibility Study*, San Juan County, 2017, accessed May 1, 2024, [https://municert.utah.gov/Media/Default/Bluff%20Proposed%20Incorporation/Bluff%20Incorporation%20Feasibility%20Study%20-%20FINAL%206.19.17.1%20\(2\).pdf](https://municert.utah.gov/Media/Default/Bluff%20Proposed%20Incorporation/Bluff%20Incorporation%20Feasibility%20Study%20-%20FINAL%206.19.17.1%20(2).pdf).

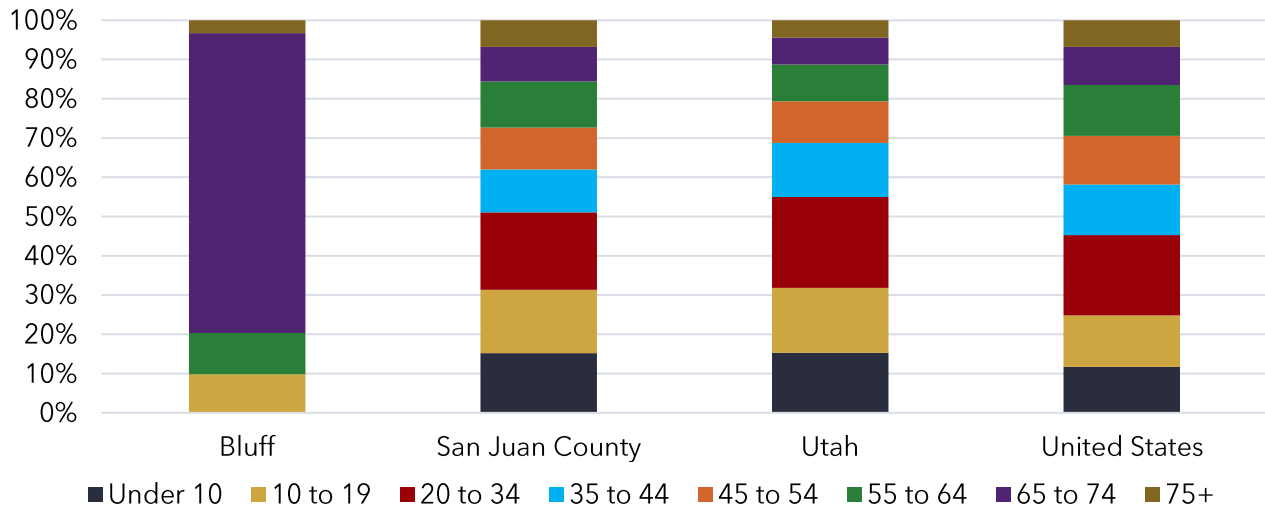
would be around 275 people. This is likely to be a more realistic number than the population estimate of 317 shown in Table 44. Due to a turbulent 2020, the decennial census count does not accurately reflect many rural communities, a sentiment PC heard reflected in Bluff during the community engagement phase of this study. Census population estimates may not accurately reflect the actual population of Bluff until the next decennial census.

Table 45: Population Growth, Bluff

Area	2010 Population	2023 Population	Numerical Change	% Change
Bluff	256	317	61	23.8%
San Juan County	14,746	14,332	(414)	(2.8%)
Utah	2.75 M	3.5 M	694,335	25.1%
United States	308.75 M	337.5 M	28.75 M	9.3%

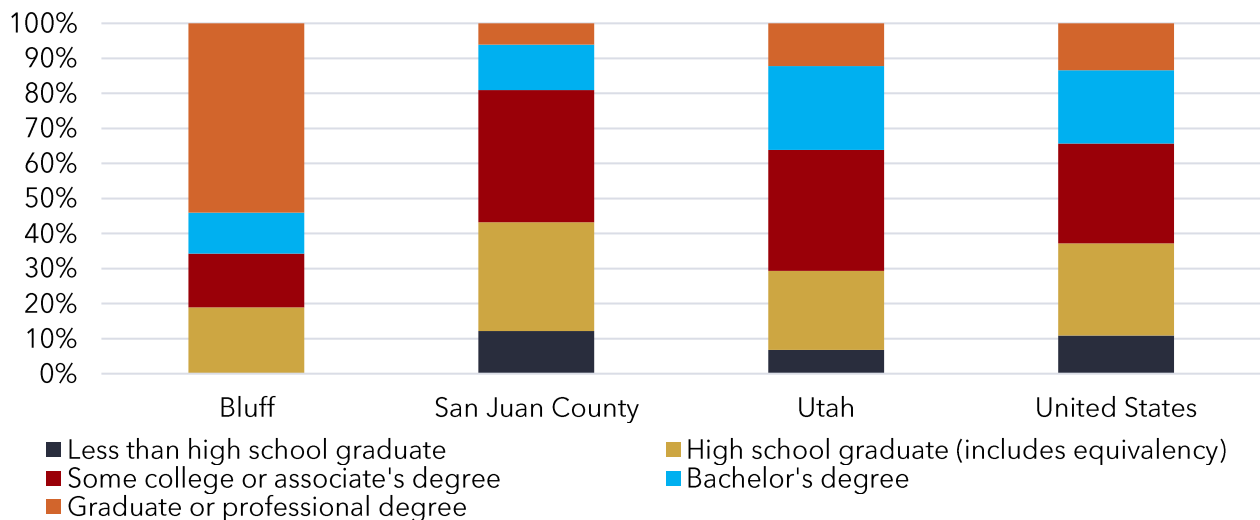
Source: Esri Business Analyst, 2023

Figure 131: Population by Age, Bluff



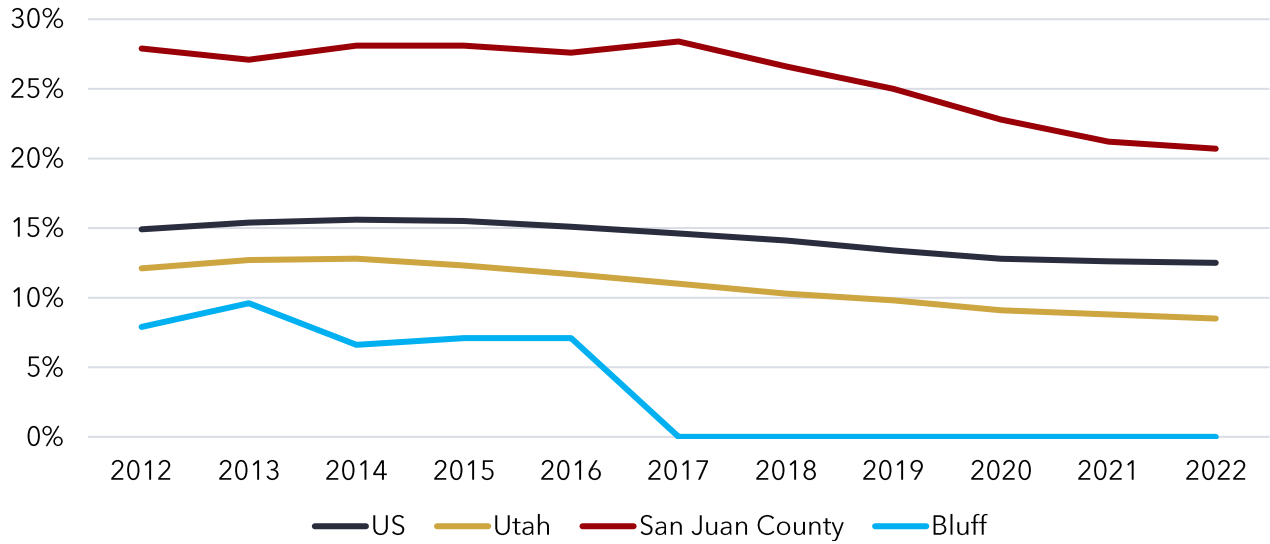
Source: U.S. Census Bureau 2022 American Community Survey Table S0101

Figure 132: Educational Attainment, Bluff



Source: U.S. Census Bureau, 2022 American Community Survey Table

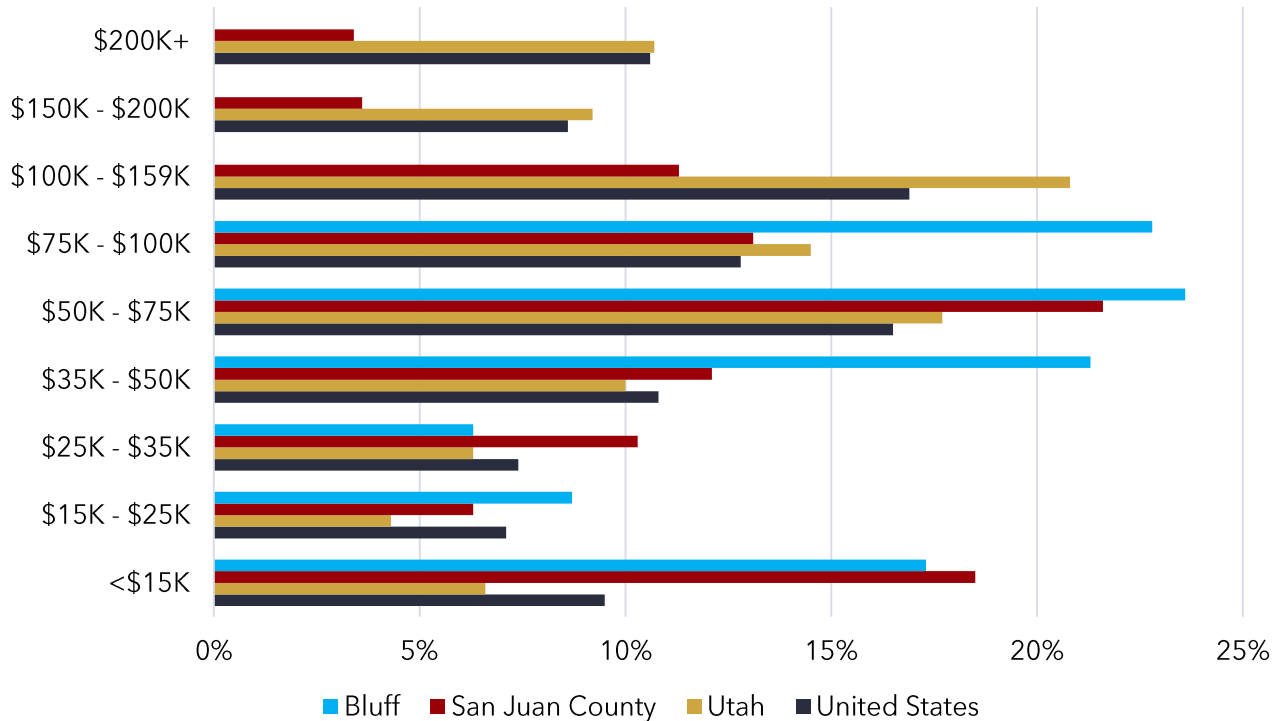
Figure 133: Population in Poverty, Bluff, 2012-2022



Source: U.S. Census Bureau, 2022 American Community Survey Table S1701

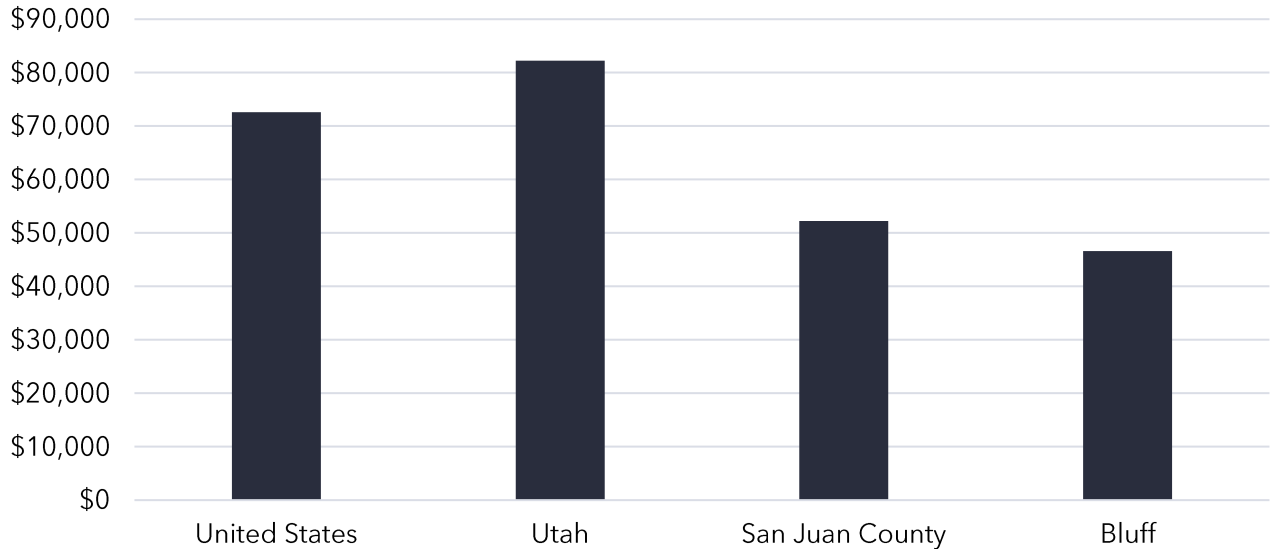
Household Income & Expenditures

Figure 134: Distribution of Household Income, Bluff



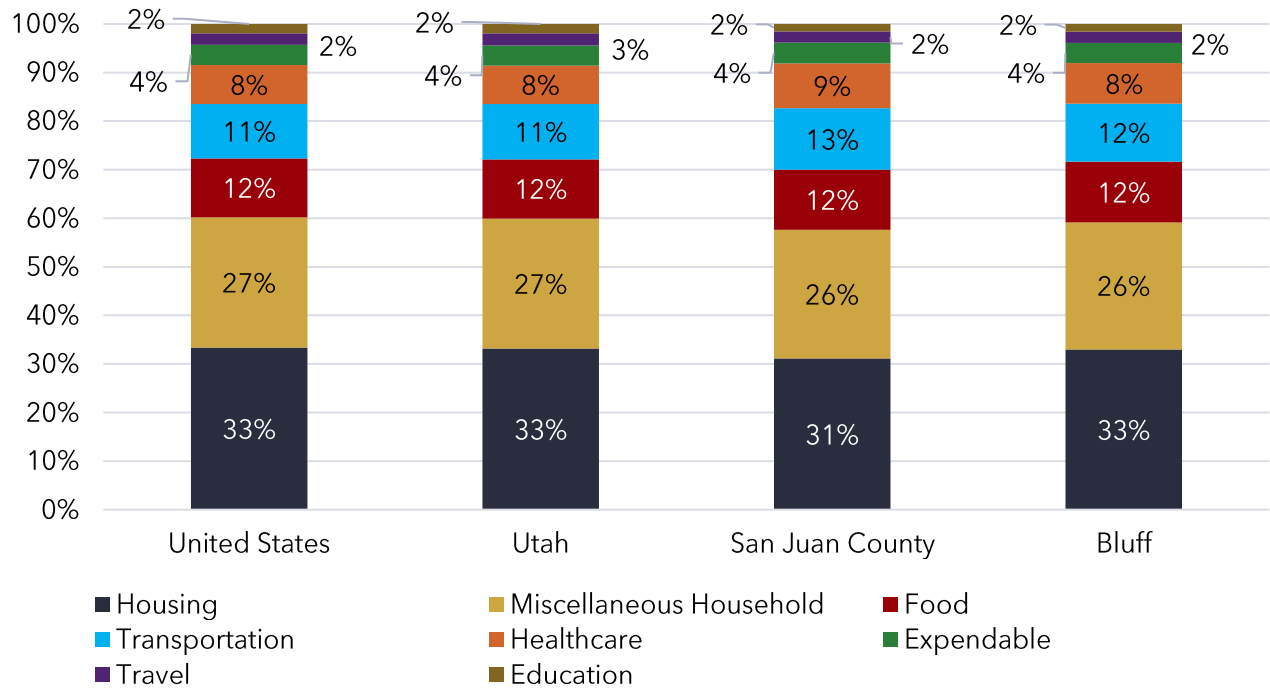
Source: Esri Business Analyst, Demographic and Income Profile, 2023

Figure 135: Median Household Income, Bluff



Source: Esri Business Analyst, Demographic and Income Profile, 2023

Figure 136: Bluff Monthly Household Budget Expenditures⁷²



Source: Esri Business Analyst, Household Budget Expenditures, 2023

⁷² Miscellaneous household expenditures include apparel and services, personal care products, funeral expenses, legal fees, banking service charges, accounting fees, credit card membership fees, shopping club membership fees, support payments, life insurance, and pensions and social security.

Housing Trends

Trends in housing supply are measured with many metrics, including building permits, home values, and home sales data. To get different angles on the region’s housing situation, we collected data from various platforms.

Building Types and Tenure

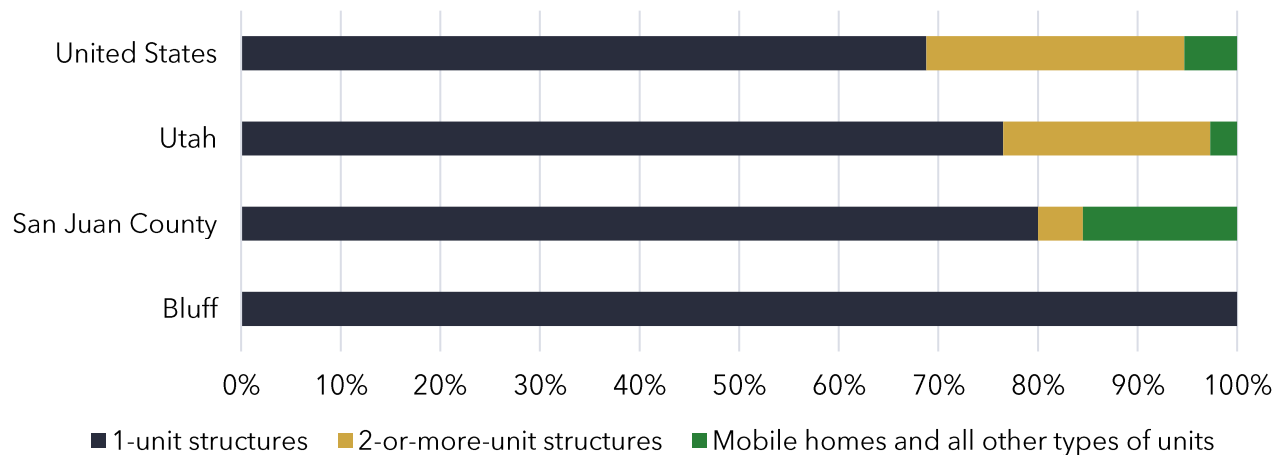
An analysis performed in 2019 by students at Utah State University shows Bluff had 124 “medium density” housing units, 37 “low-density” housing units, and 3 “high-density” housing units at the time of the report. In this case, medium density refers to single family homes built on the east side of town, with smaller lot sizes. Low density means single family homes with larger lot sizes, often located towards the canyons, and high density means trailers.⁷³

Table 46: Percent Housing by Type, Bluff, 2022

Housing Type	Bluff		San Juan County		Utah	USA
	#	%	#	%	%	%
Occupied housing units	40	100.0%	4,457	100.0%	100.0%	100.0%
1, detached	40	100.0%	3,512	78.8%	69.0%	62.5%
1, attached	0	0.0%	54	1.2%	7.5%	6.3%
2 apartments	0	0.0%	69	1.5%	2.3%	3.3%
3 or 4 apartments	0	0.0%	102	2.3%	3.8%	4.2%
5 to 9 unit apartments	0	0.0%	26	0.6%	3.2%	4.5%
10+ unit apartments	0	0.0%	3	0.1%	11.5%	13.8%
Mobile home or other type of housing	0	0.0%	691	15.5%	2.7%	5.3%

Source: American Community Survey, 2022 5-Year Estimates, Table S2504

Figure 137: Housing Units in Structure, Bluff, 2022



Source: American Community Survey, 2022 5-Year Estimates, Table S1101

A local resident conducted a survey of rentals available within the town of Bluff. While there were approximately 40 rental units as of April 2024, residents say that finding a rental in Bluff is difficult, and often requires connections via word-of-mouth.

⁷³ Connection - Identity - Resilience: A regional framework for Southern San Juan County, Utah, LAEP 6100 - Regional Planning Analysis, 2019, accessed April 2024, https://extension.usu.edu/laep/files/LAEP6100-FinalDocument_Pages.pdf.

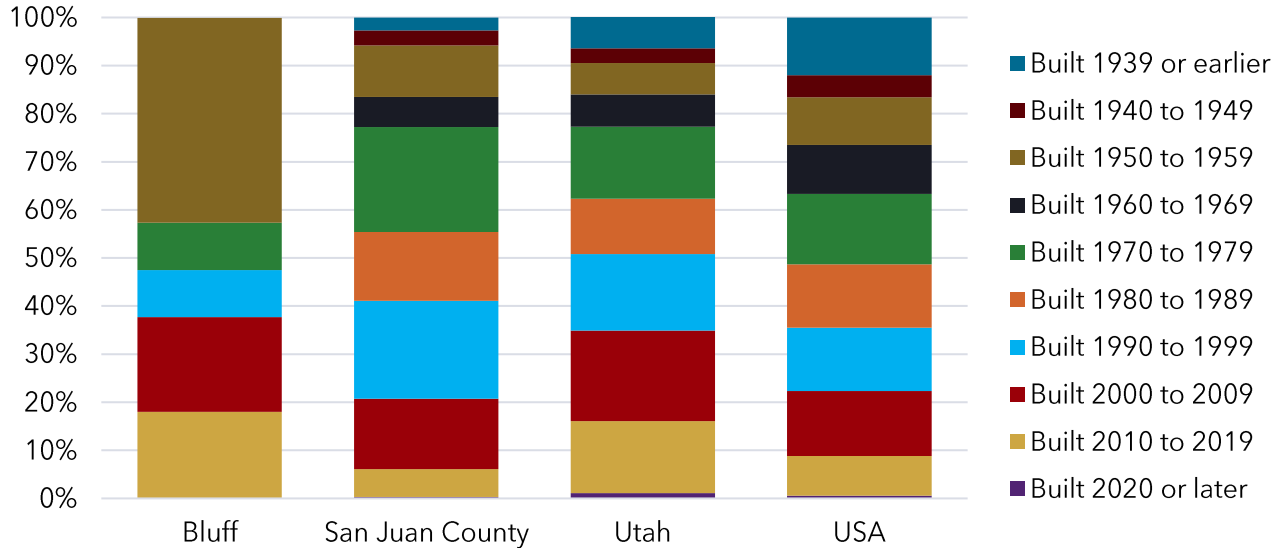
Table 47: Rental Units, Bluff, 2024

Type	Number of Units
House	23
Apartment	14
Room or RV	5
Total	42

Source: Linda Richmond, April 8, 2024

Housing Stock and Occupancy Rates

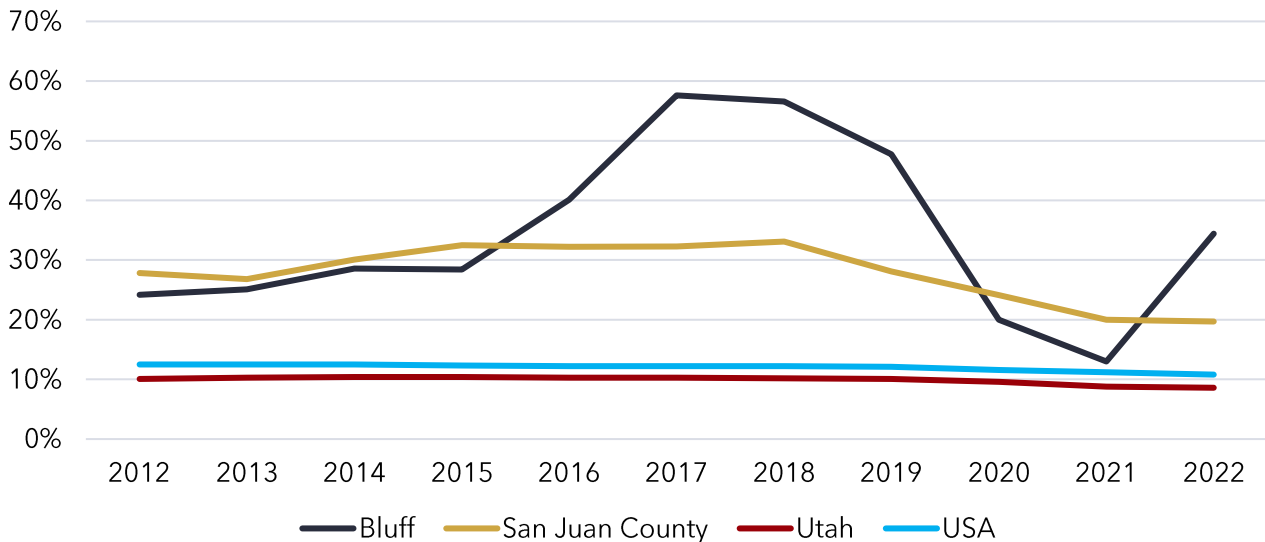
Figure 138: Age of Housing Stock, Bluff, 2022



Source: American Community Survey, 2022 5-Year Estimates, Table DP04

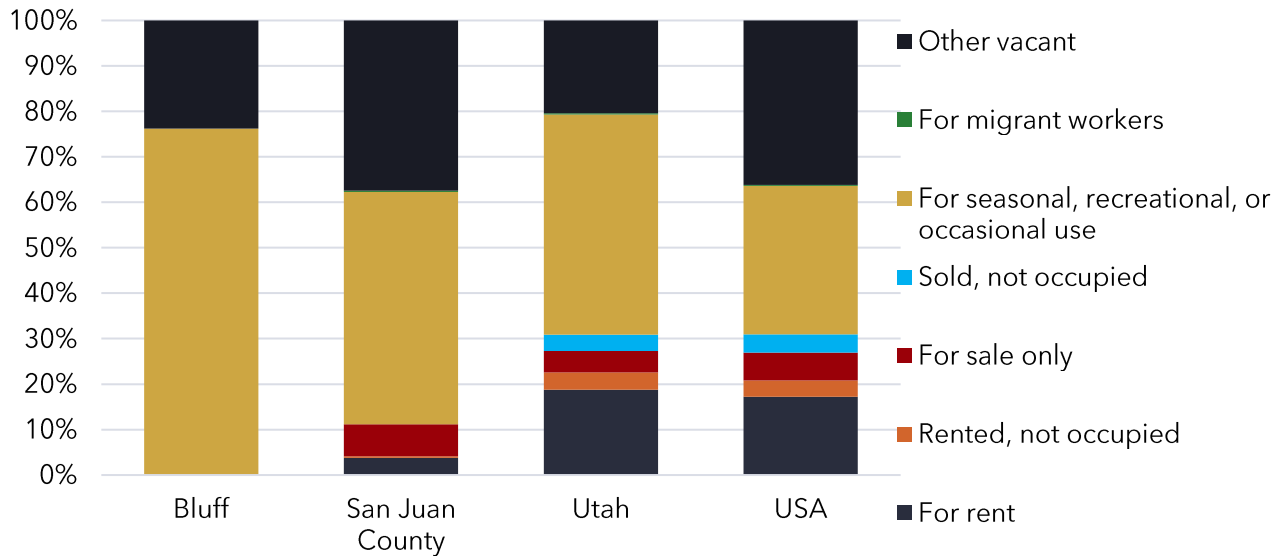
Vacancy rates are a signal of consumer demand within the real estate market.

Figure 139: Vacancy Rate, Bluff, 2012-2022



Source: American Community Survey, 2022 5-Year Estimates, Table DP04

Figure 140: Vacancy Status, Bluff, 2022

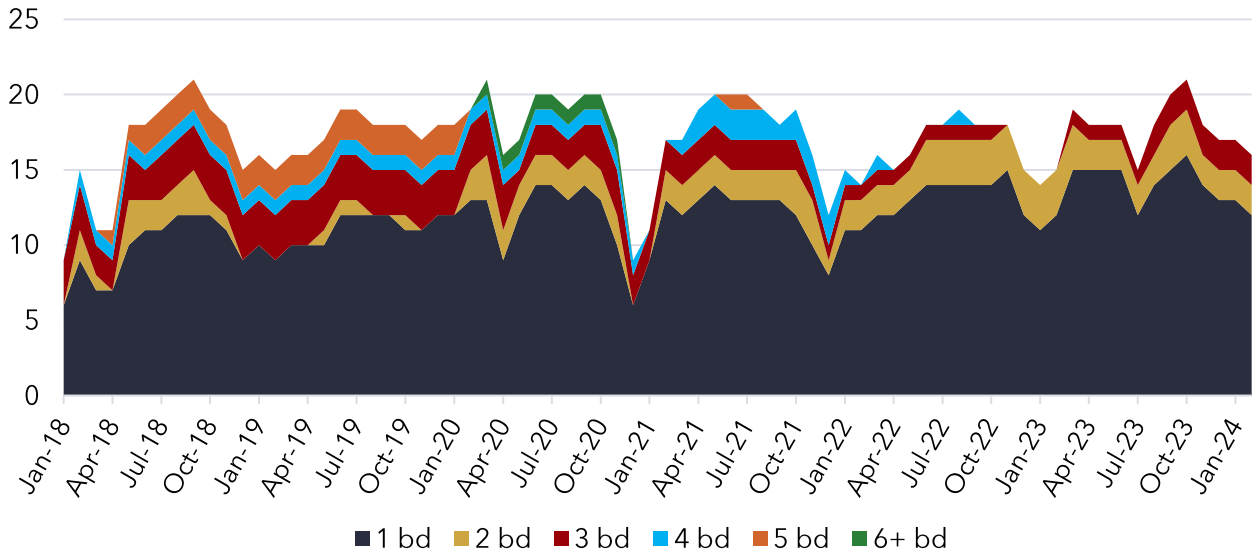


Source: American Community Survey, 2022 5-Year Estimates, Table DP04

Short-Term Rentals

As of 2022, the Town of Bluff Business Register had 23 short-term rentals with registered business licenses.⁷⁴ However, not all of the short-term rentals licensed with the Business Register are operational. (Worth noting, owners must pay yearly fees to maintain their license, even if their short-term rental is not operational.) Data from AirDNA, which provides short-term rental analytics, provides a more accurate picture of the operational short-term rentals in Bluff and the surrounding area.

Figure 141: STR Active Listings Over Time, Bluff-Tselakai Dezza Market



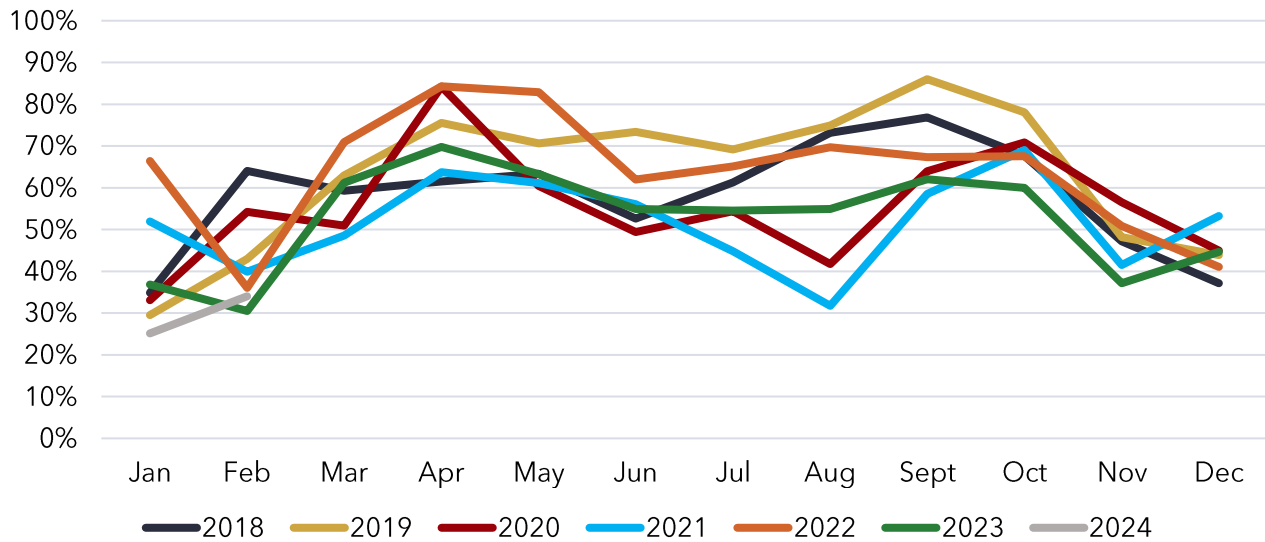
Source: AirDNA, 2024

⁷⁴ Information courtesy of Town of Bluff, Town of Bluff Business Register, September 23, 2022, provided February 2024.

Figure 141 depicts active listings over time for STRs in the Bluff-Tselakai Dezza Market. Most STRs are concentrated near Bluff here, but there are a few that lie beyond city limits. It's unclear why AirDNA chose to specify the market area this way, but there may have been some STRs in the Tselakai Dezza area in the past. The seasonal trend for the Bluff-Tselakai Dezza Market mostly follows the typical pattern, though it more closely imitates the Blanding-White Mesa Market than the market in Monticello. Like the earlier-discussed markets, the Bluff-Tselakai Dezza Market tends to report a less pronounced dip in the off-peak months, with the exception of late 2020. This market has also seen no specific increase in rentals, so it may have matured, reporting peak listings between 15 and 20 since 2018.

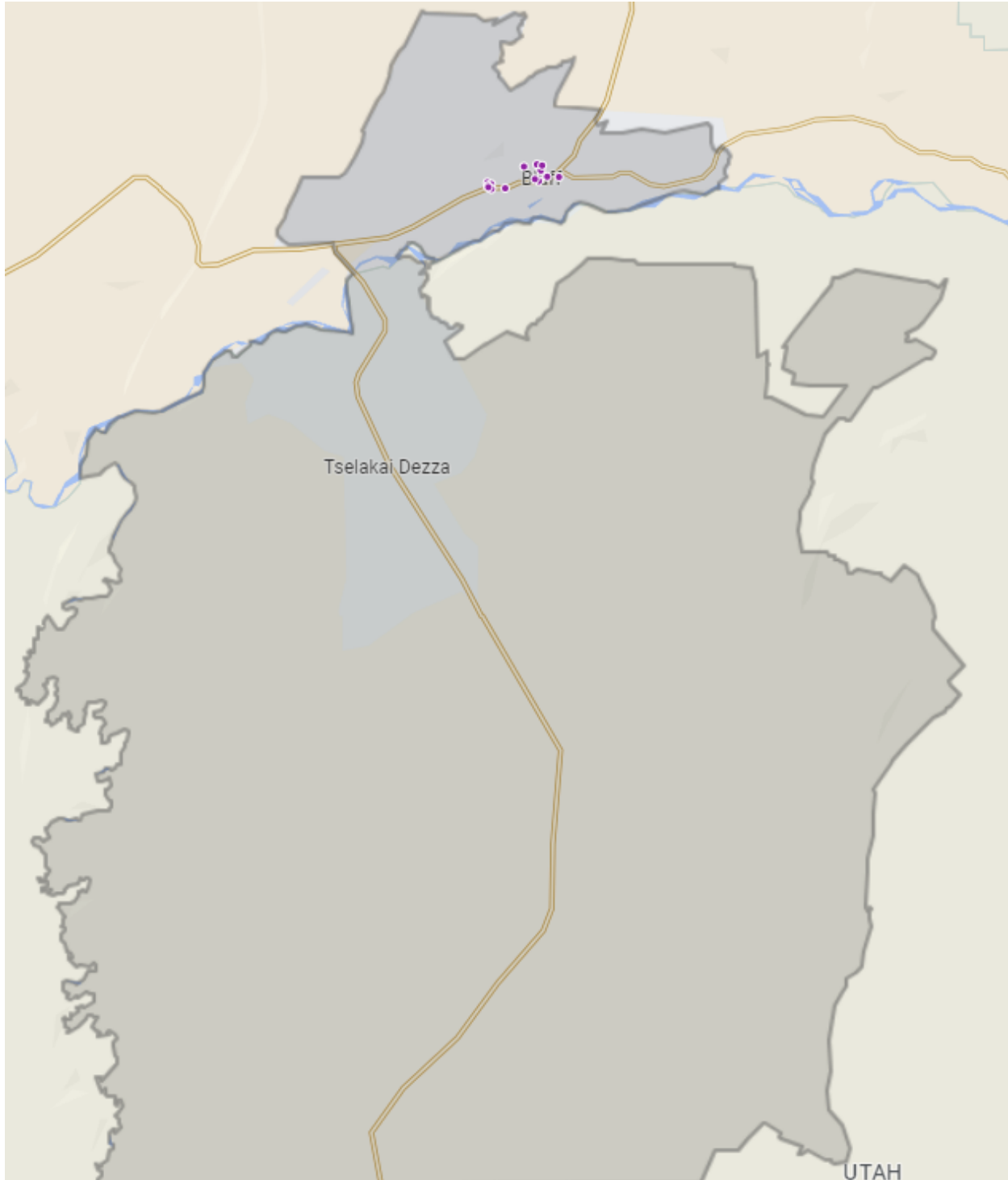
Figure 142 displays Bluff-Tselakai Dezza Market STR occupancy rates across months by year since 2018. The highest occupancy rate throughout the first half of the calendar year appears in 2022, with 2019 showing the highest rate throughout the second half of the calendar year. This market generally follows the same pattern (though to a lesser degree) as Monticello and Blanding-White Mesa markets: no spike appears in summer occupancy rates. For Bluff-Tselakai Dezza, years 2020, 2021, and 2023 reported relatively low occupancy rates in July and August. By contrast, 2018, 2019, and 2022 revealed higher occupancy rates in those months.

Figure 142: Bluff-Tselakai Dezza Market STR Occupancy Rate



Source: AirDNA, 2024

Figure 143: Bluff-Tselakai Dezza AirDNA Market Area for STRs

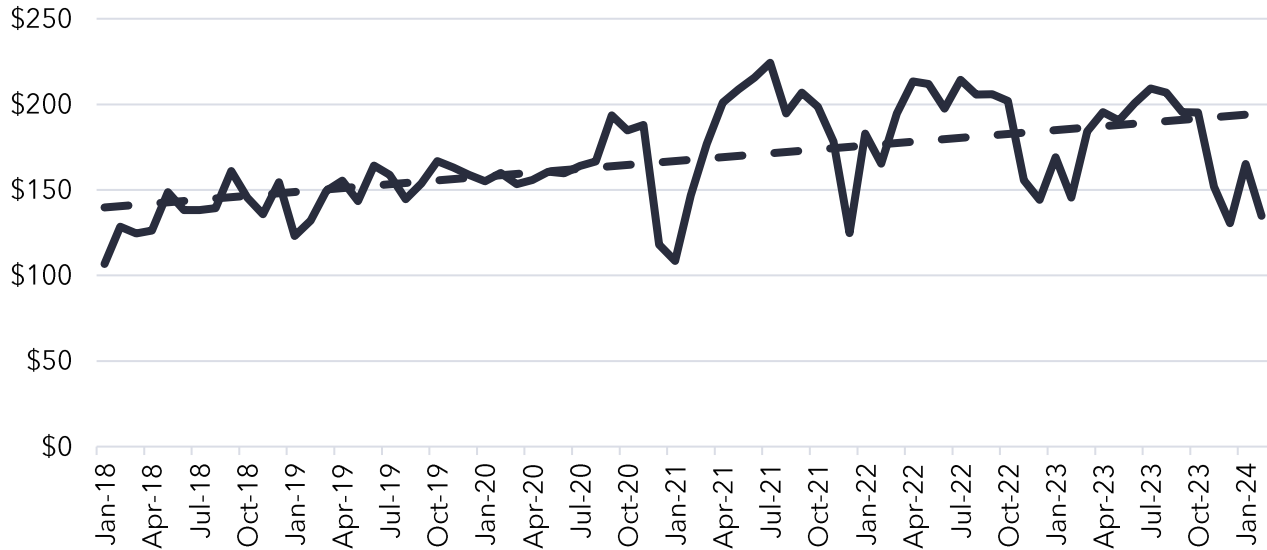


Source: AirDNA, 2024

The ADR of the Bluff-Tselakai Dezza Market is shown in Figure 144. Since 2018, the ADR has increased, a pattern not seen in the Monticello and Blanding-White Mesa markets. Relative increases in the ADR can be seen during the peak season during the summer months again, followed by lower rates in the winter. Peak ADR has been lower in the last two years relative to 2021, but not significantly. In terms of ADR, this market is clearly following a different overall trend

than Monticello and Blanding-White Mesa. The price level in Bluff-Tselakai Dezza has been higher than in Blanding-White Mesa and has nearly reached that of Monticello. The general positive trend in this market, along with a somewhat healthy price level show an incentive for increased STR investment.

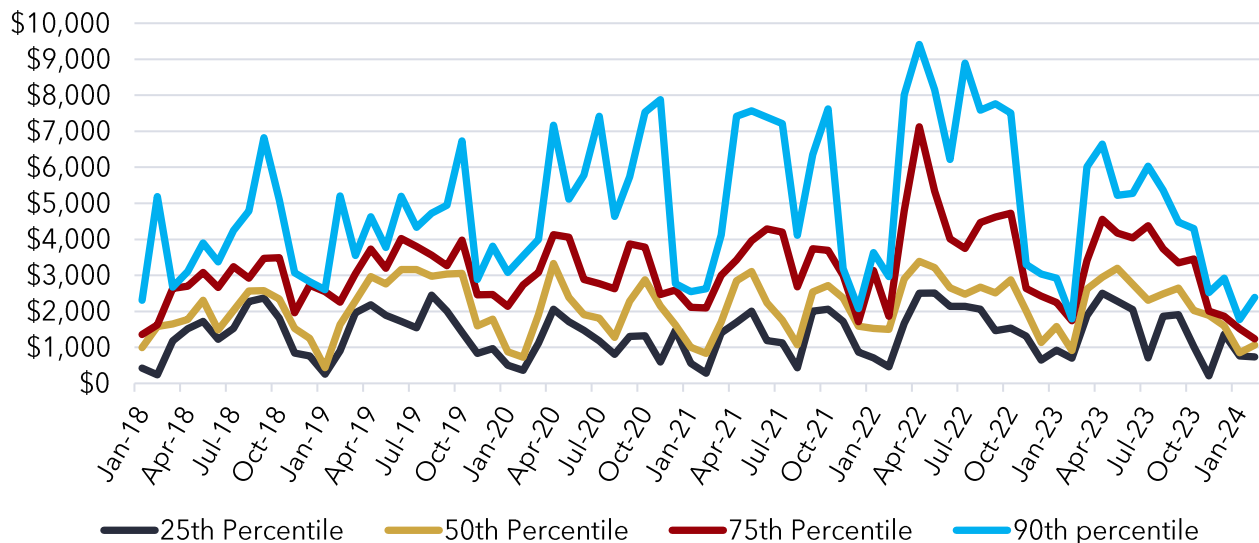
Figure 144: Bluff-Tselakai Dezza Market Average Daily Rate



Source: AirDNA, 2024

Monthly revenue of STR operators is shown in Figure 145. Here, most operators are earning \$1.0K to \$2.5K per month, whereas top performers are earning \$2.0K to \$6.5K per month. Top operators had been enjoying increasing monthly revenue from 2018 to 2022 but saw a dip in 2023. All other operators have been receiving relatively steady revenue flows during the same period, except for those in the 75th Percentile. Like top performers, this group saw a jump in 2022. Worth noting, monthly revenue reflects seasonal trends in the STR market.

Figure 145: Bluff-Tselakai Dezza Market STR Operators' Monthly Revenue



Source: AirDNA, 2024

Workforce

Bluff is within a roughly 30-minute drive of a majority of San Juan County's major employers (61.5%).⁷⁵

Community Engagement Summary

Key Themes from On-Site Meetings

Bluff has two distinct populations. The larger percentage of the population are retirees. A smaller slice is made up of workers. Some live in Bluff and commute elsewhere to work. Much of the workforce that commutes into Bluff is composed of Navajo. Substantive workforce housing is the primary housing need in Bluff and currently almost non-existent. Though current residents are not keen on attracting more retirees and growing the population significantly, townhall attendees expressed a desire to focus on workforce housing development. They repeatedly attested the only way to find housing as a worker is to be well-connected. Many workers are limited to couch-surfing options, or one-room rental situations. Some remote workers would like to relocate to Bluff, but are unable to do so.

The Bluff townhall was well-attended by local residents of the Navajo Nation. They expressed similar needs to attendees of the Monument Valley townhall. A common complaint was that homesite leases are difficult to obtain due to poverty of information and bureaucratic inefficiencies.

Bluff Zoning Code

6.01.130 - Residential Zone

<i>Intent</i>	None
<i>Permitted Uses (res.)</i>	Single-family, ADUs, accessory buildings, duplexes, apartments, condominiums
<i>Conditional Uses (res.)</i>	None
<i>Size</i>	None
<i>Height</i>	Maximum of 26 ft, 18 ft for accessory structures
<i>Width</i>	None
<i>Setbacks (F,R,S)</i>	25, 15, 15

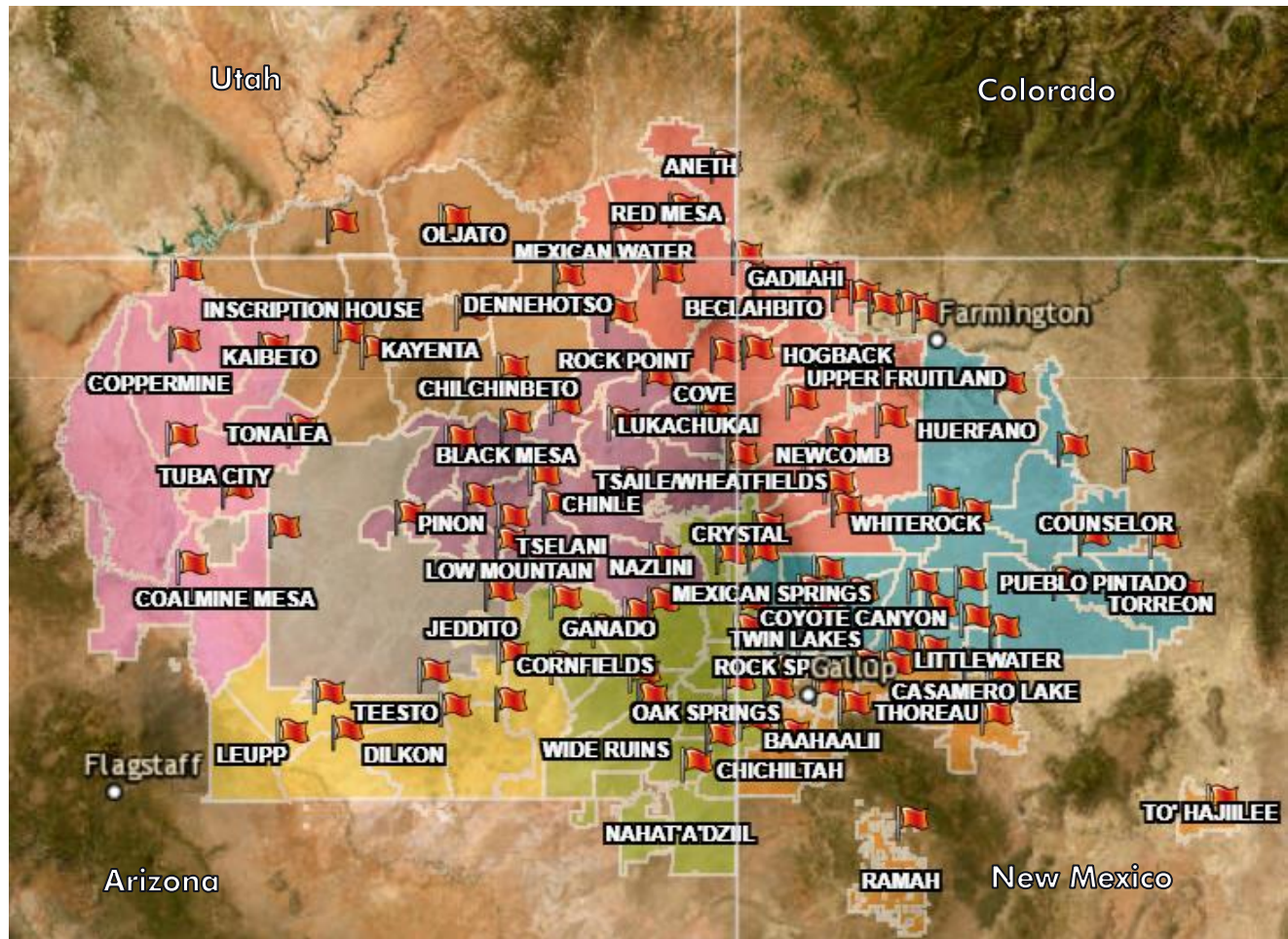
⁷⁵ *Connection - Identity - Resilience: A regional framework for Southern San Juan County, Utah*, LAEP 6100 - Regional Planning Analysis, Spring 2019, using data from the Utah Department of Workforce Services.

UTAH CHAPTERS OF NAVAJO NATION SUMMARY

Introduction

PC and its San Juan County partners made extensive efforts to communicate with all seven of the Navajo Nation Chapters that touch the state of Utah. Not all Chapters were available for comment. Some Chapters likely lacked the staff or resources needed to respond. During this study, we successfully connected with five of the seven chapters and visited most of them in-person.⁷⁶ In certain cases, Chapter members did represent their interests at our Townhall event in Monument Valley, though exact counts of members by Chapter are not available. Visitation of remaining chapters will remain a priority for County representatives beyond the end of this study.

Figure 146: Navajo Nation Chapter Map



Source: Navajo Nation Addressing Authority, www.nnaa.nndcd.org/navajo-nation-asc-map/.

⁷⁶ Chapters our team connected with include: Navajo Mountain, Oljato, Mexican Water, Red Mesa, Aneth, and Teec Nos Pos.

A Few Caveats about Data in Navajo Country

Any conversation about data from the Navajo region must be prefaced with several caveats. Firstly, centrally collected data from state and federal organizations, such as the Census Bureau, are not generally considered accurate by the Navajo. There are various reasons for this, including a high level of mistrust of regulatory agencies. Also, residency among the Navajo can be unconventional, with members sometimes living in non-legally compliant housing units. For these reasons, there's little incentive to accurately report population and occupancy numbers.

Additionally, though the Navajo do regularly perform inventories of housing needs, the lack of digital record-keeping prevents those data being transferred into a hard data format. Lastly, unlike many non-Native areas, the lack of broadband and computer access prevents the digital storage of many records.

When the Points Consulting team asked House leadership about population numbers, they usually responded with caveats about the reliability of the values. In a few cases, Chapter House leadership were able to provide estimates. In these cases, the values were sometimes lower and sometimes higher than the published Census statistics.

Navajo Nation Official Statistics

The division of the Navajo Nation in Utah contains portions of two agencies that oversee seven chapters.

Tuba City/Western Agency

- Dennehotso Chapter
- Navajo Mountain Chapter
- Oljato Chapter

Shiprock/Northern Agency

- Aneth Chapter
- Mexican Water Chapter
- Red Mesa Chapter
- Teec Nos Pos Chapter

Approximately 41% of the population of San Juan County resides on Navajo Nation lands. Given the realities state above, our summary of housing in Navajo areas of the County will be more informed by qualitative data and interviews than on hard data (as would be the case for other areas of the County.)

When our team asked about data among Navajo members, we were routinely referred to the Navajo Nation Community Development (NNCD) department.⁷⁷ However flawed, these statistics we were directed to should be given some credence for several reasons. Firstly, the Census Bureau is aware of the unique geographic elements of Navajo Chapters and provides estimates for Chapters that span state borders for the specific sub-area in each state. For example, Census publishes two sets of data for the Mexican Water Chapter (one for those on the Arizona side of the border and another for those on the Utah side). Secondly, these statistics are accurate enough at the least that NNCD is comfortable publishing on their external facing website.

Using this methodology and data from Census and NNCD, our team collected some helpful information including population, housing units, and budgetary statistics. To provide focus on the largest Chapters, the NNCD tables are rank ordered based on estimated population in 2020. Based on these census areas, our team collected the values for the same statistics for the 2020

⁷⁷ Our team also attempted to connect with the NNCD for any additional information but were unsuccessful in making contact.

Census. This provides some idea of how these values have changed over the decade between 2010 and 2020.⁷⁸

Table 48: Utah Chapters' Relevant Population Statistics, 2010

Chapter	Population	Median Age	Housing Units	Average HH Size	Housing Vacancy Rate
Aneth	1,989	33.8	534	3.72	18.2%
Oljato	1,684	33.8	457	3.68	22.3%
Red Mesa	1,196	26.8	328	3.65	20.0%
Mexican Water	543	33.8	153	3.55	30.1%
Navajo Mountain	421	33.8	134	3.09	21.6%
Teec Nos Pos	153	38.5	52	2.94	42.2%
Dennehotso	67	33.8	18	3.72	50.0%
Grand Total	6,053	32.5	1,676	3.61	22.7%

Source: Navajo Nation Department of Community Development, based on Census DP-1

Table 49: Utah Chapters' Relevant Population Statistics, 2020

Chapter	Population	Median Age	Housing Units	Average HH Size	Housing Vacancy Rate
Aneth	1,916	33.5	654	3.39	13.6%
Oljato	1,888	31.7	626	3.57	15.5%
Red Mesa	1,109	34.6	416	3.21	16.8%
Mexican Water	401	39.1	155	3.31	21.9%
Navajo Mountain	517	40.1	160	4.01	19.4%
Teec Nos Pos	168	33.8	70	2.85	15.7%
Dennehotso	50	40.3	20	2.63	5.0%
Grand Total	6,049	34.1	2,101	3.42	15.8%

Source: Decennial Census, DEC Demographic Profiles

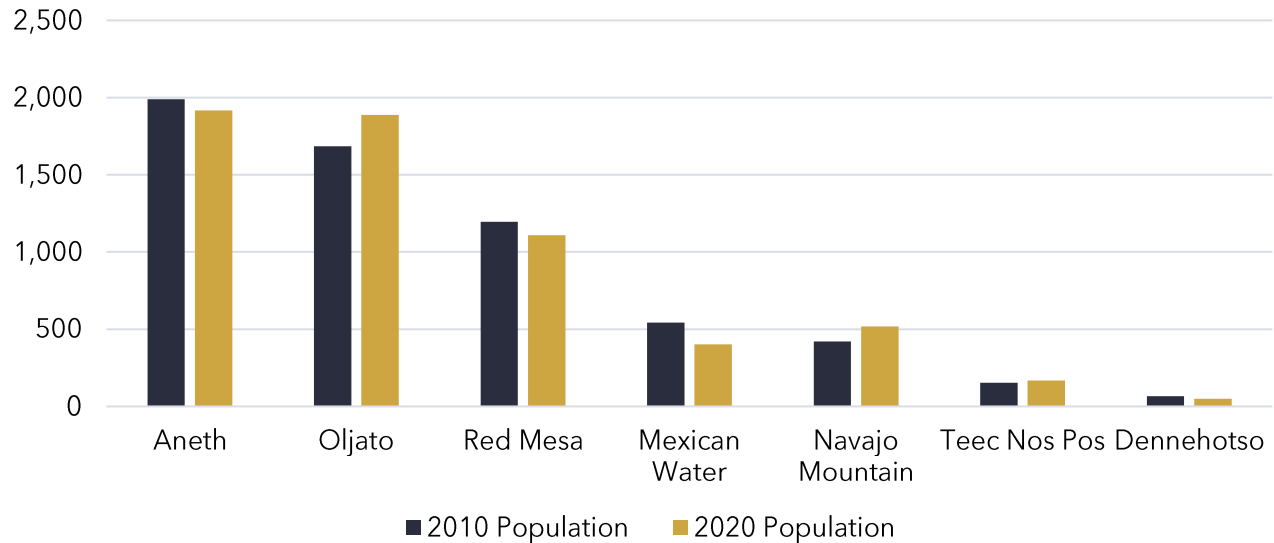
Table 50: Change in Utah Chapters' Relevant Statistics, 2010-2020

Chapter	Population	Median Age	Housing Units	Average HH Size	Housing Vacancy Rate
Aneth	(73)	(0.3)	1	(0.33)	(4.6%)
Oljato	204	(2.1)	38	(0.11)	(6.8%)
Red Mesa	(87)	7.8	6	(0.44)	(3.2%)
Mexican Water	(142)	5.3	(64)	(0.24)	(8.2%)
Navajo Mountain	96	6.3	(11)	0.92	(2.3%)
Teec Nos Pos	15	(4.7)	(20)	(0.09)	(26.5%)
Dennehotso	(17)	6.5	(16)	(1.09)	(45.0%)
Grand Total	(4)	1.6	(66)	(0.04)	(6.8%)

Source: Points Consulting using data from Navajo Nation Department of Community Development and Census

⁷⁸ At certain points in this section, our team relies on statistics from Census 2020. The 2020 Census is much maligned since it was conducted in the midst of COVID, which resulted in certain imperfections in the data collection method. However true, it is also true that the Decennial Census (i.e. the Census conducted once every ten years) is by far the most in-depth effort that Census deploys to count households. American Community Survey (ACS) estimates from time periods after 2020 would be less accurate as they are based on extrapolations from samples of the data, rather than an effort to reach every individual household.

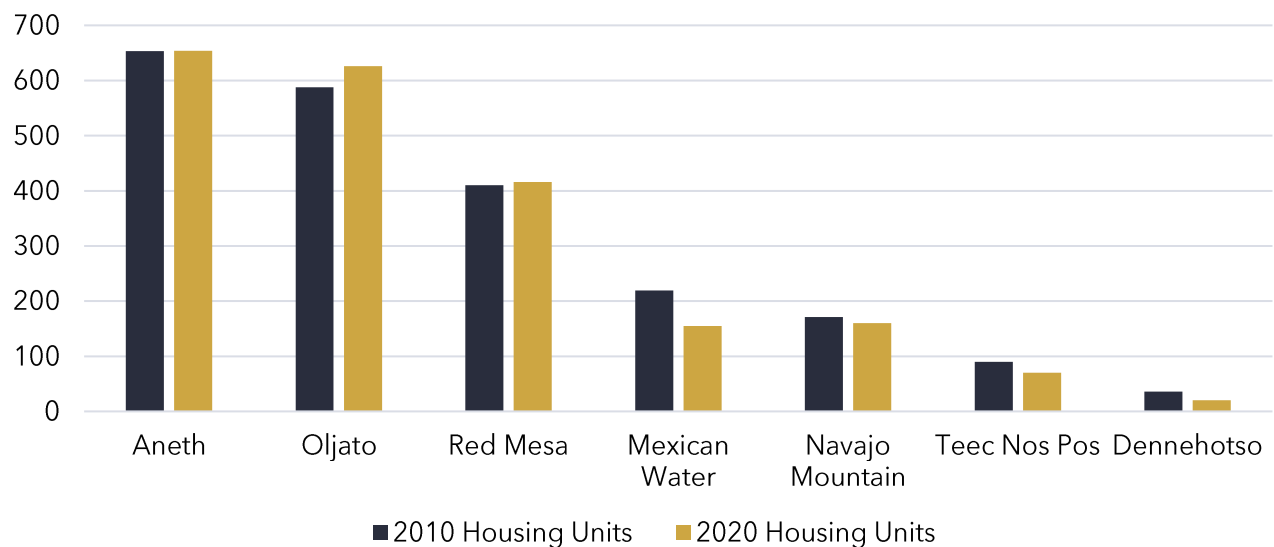
Figure 147: Total Population among Utah Chapters, 2010 and 2020



Source: Points Consulting using data from Navajo Nation Department of Community Development and Census

The data indicate that population for Chapters in the County was largely unchanged, in total, but numbers did shift considerably between the Chapters. Three of the seven Chapters lost 5% or more of total population (Red Mesa, Mexican Water, and Dennehotso), while three gained 5% or higher in total population (Oljato, Navajo Mountain, and Teec Nos Pos). Although Aneth decreased in population, it was relatively unchanged on a percentage basis (see Figure 148).

Figure 148: Total Housing Units among Utah Chapters, 2010 and 2020



Source: Points Consulting using data from Navajo Nation Department of Community Development and Census

In terms of housing units, the Chapters decreased by a total of 66. Each of the four smallest Chapters lost considerable numbers of units. Meanwhile, Oljato was the only Chapter to add a considerable number of new units (38). Though on the net more units were lost than gained, the Chapters seemed to absorb much of the vacant housing that existed in 2010. In total there were

158 fewer vacant dwellings in 2020 than 2010, resulting in an overall drop in the vacancy rate to a reasonably low 15.8%.

Overall, Oljato was the only Chapter to increase in both population and housing units. Aneth and Red Mesa both decreased in population while maintaining the same number of units (therefore decreasing in persons per household). This phenomenon is not necessarily as devastating as it may seem. Overcrowding is a common problem on many reservations and this trend could represent a healthy rebalancing of occupancy.

There are a few other interesting dynamics to point out based on detailed Census estimates, though these charts and tables are not displayed in detail:

- Navajo households in the region are significantly larger and more likely to be multi-generational. As of 2020, the 3.42 persons per household far exceeds the US average of 2.5. Given the nature of this household composition, households in the region are more likely to contain both people under the age of 18 and those over the age of 65.
- The median age of Navajo population residing in Utah (34.1 years of age) is definitively younger than the US average, 38.8 years of age.
- The more populated Chapters tend to be younger than the smaller chapters; Oljato is youngest with a 2020 median age of 31.7 years. Smaller chapters, such as Dennehotso and Navajo Mountain, tend to be older.
- Residents of the Navajo Nation in Utah overwhelmingly identify as American Indian or Alaska Native (AIAN), at a rate 95% in 2020. This is a far more dominant share than most Reservation areas in the country.
- Households on the Navajo Nation in Utah are less likely to identify as “married couples” (41.5% on the Navajo Nation compared to 48.5% in the US, at large).

Some additional statistics about the Navajo Nation and its residents are displayed, following the qualitative summary of interviews and Townhalls. These values, although more up to date, do not correspond as neatly with the Chapter boundaries.

Funding for Housing Among Utah Chapters

Table 51 displays funds for housing discretionary funds for Utah Chapters both at the beginning of 2024 and as of April 2024. Fund balances are both distributed and expended throughout the year, which explains why some values increased while others decreased.

Testimony from Chapter House leaders indicate that Navajo Nation accountants are scrupulous about how funds are expended, so Chapters do not have the authority to reallocate funds from more abundant categories (such as “Emergency” or “Sales Tax”) and use them for housing purposes. No funds are shared from the state or the County for this purpose either, so the values shown in Table 50 are essentially the only resources available for the 6,000+ Utah based Navajo. Using 2020 population as the basis, the \$91/person/year should stand out as alarming.⁷⁹

⁷⁹ Since there is no way to split the housing discretionary expenses by state, in this case, PC used the 2020 population for the entire Chapter, rather than just the Utah component of each Chapter. Using 2024 population would be an obvious improvement but as previously noted, no reliable annual estimates are available at the Chapter level.

Table 51: Housing Discretionary Fund Balances for Utah Chapters, Start of 2024 and April 2024⁸⁰

Chapter	Start of Fiscal Year Balance	Balance as of April 2024	2020- Officially Recorded Population (full Chapter)	April Funding per Capita (Based on 2020 Pop)
Aneth*	\$78,310	\$74,661	1,916	\$38.97
Oljato*	\$401,284	\$431,460	2,390	\$180.53
Red Mesa	\$0	\$71,828	1,126	\$63.79
Mexican Water	\$36,536	\$53,020	731	\$72.53
Navajo Mountain	\$75,013	\$75,013	679	\$110.48
Teec Nos Pos	\$129,997	\$129,997	977	\$133.06
Dennehotso	\$89	\$89	1,340	\$0.07
Grand Total	\$721,229	\$836,067	9,159	\$91.28

Source: Points Consulting using data from Woven Integrated Navajo Data (WIND) May 30, 2024; *Certified Chapters

Chapters indicate that the certified Chapters get more resources than those who are not certified, but this doesn't appear to match with the data, at least concerning housing allocations. Teec Nos Pos (one of the smallest Chapters) has one of the higher per-person values, while Aneth, the most populous receives a paltry \$39/person/year.

Beyond the Housing Discretionary Funds, there are several other categories of data relevant to the County. "County Funds" and "State Funds" are two more sources noted in fund balances. Testimony from County representatives indicate that "County Funds" are likely associated with oil production royalty revenues flowing from heavy oil industry development in the Aneth area. (The Navajo treasury receives 67.5 percent of these revenues, while the remaining 37.5 percent is held in trust by the State of Utah.)⁸¹ As of April 2024, there is an additional \$147,380 available in County Funds, and \$29,928 from "State Funds" for all seven Chapters combined.

Some rank-and-file citizens our team met with complained of favoritism and bias in how housing discretionary funds are allocated by Chapter Houses. We can neither confirm nor deny these claims based on our observations. That said, when available funds are so limited, Chapter leaders find themselves in an exceptionally difficult position. Funds spread too thinly fail to adequately address any problems. Some Chapter House directors indicated that they prefer to focus on a smaller number of high-impact projects to ensure actual results. In their view, funding a few re-roofing projects for Elders at \$10,000 per project is more effective than allocating a few dollars to every household.

Land Use Plans

To sum up official Navajo materials, it's worth noting a resource largely unavailable for our team to review. Each Chapter is tasked with developing a Chapter Land Use Plan (CLUPs). The Nation Division of Community Development contains links to each CLUP.⁸² Of the 110 Chapters across Utah, Arizona, and New Mexico, 80 have links to CLUP's. Only three Utah chapters have available

⁸⁰ The Housing Discretionary Fund is consistently line 9, within the Chapter Fund balanced published by WIND here: <https://wind.enavajo.org/WINDGate/PublicBudgetFundBalances>.

⁸¹ "Aneth" Navajo Nation Wind, accessed June 10, 2024, <https://navajoprofile.wind.enavajo.org/chapter/aneth>.

⁸² NNCD, CLUPs: <https://docs.google.com/spreadsheets/u/0/d/12eYfOTJvDkWI-2w5vvoizUHKfC7dJOjK-BWET8xGSjU/pub?output=html>

CLUPs: Red Mesa’s CLUP was last updated in 2008, Mexican Water’s document covers the 2015-2020 time period, and Aneth published an updated version in 2022.

Though most CLUPs are either missing, or out-of-date, the Aneth CLUP contains valuable socioeconomic information and discussion of community priorities.⁸³ Accounting for unmet demand and future growth, the document estimates demand for 300 new housing units. Beyond Aneth, we suspect the community priorities listed in this CLUP likely reflect the desires of other Chapters. Participants in the Aneth process identified the following primary interests:

- Housing for the elderly
- More “scattered” housing (i.e. less housing density)
- Utility services for remote residents
- Improved drinking water systems (including backup systems)
- Road improvements (to improve remote residents’ access to services)
- Housing renovations for outdated homes

Home Site Lease Process

The Home Site Lease process, entirely foreign to most non-Natives, is a unique element in the housing landscape that can hinder and delay home development in Navajo Country.

Most Navajo Lands are under Tribal Trust, a category of ownership that is supervised by tribes but is technically under the ownership of the Bureau of Indian Affairs (BIA). Tribal members can build on these lands, but they do not own the land. This creates an unconventional type of home-ownership that is perhaps not served as well by traditional real estate-related industries such as mortgage lending, real estate brokering and appraising, etc. Outside of Reservations, most privately owned land is classified as Fee Simple status, meaning that a private citizen can hold the title to both land and buildings on that land. While owners of Fee Simple land parcels typically borrow 80% or more to finance ownership, most Navajo members are entirely self-financed throughout the home development process.

“One family in our community was approved for their Home Site Lease in 2015 but is still awaiting documents to allow them to build their home...There are 100 families at some stage of the process right now, in our Chapter alone.”

-Anonymous Navajo Nation Resident

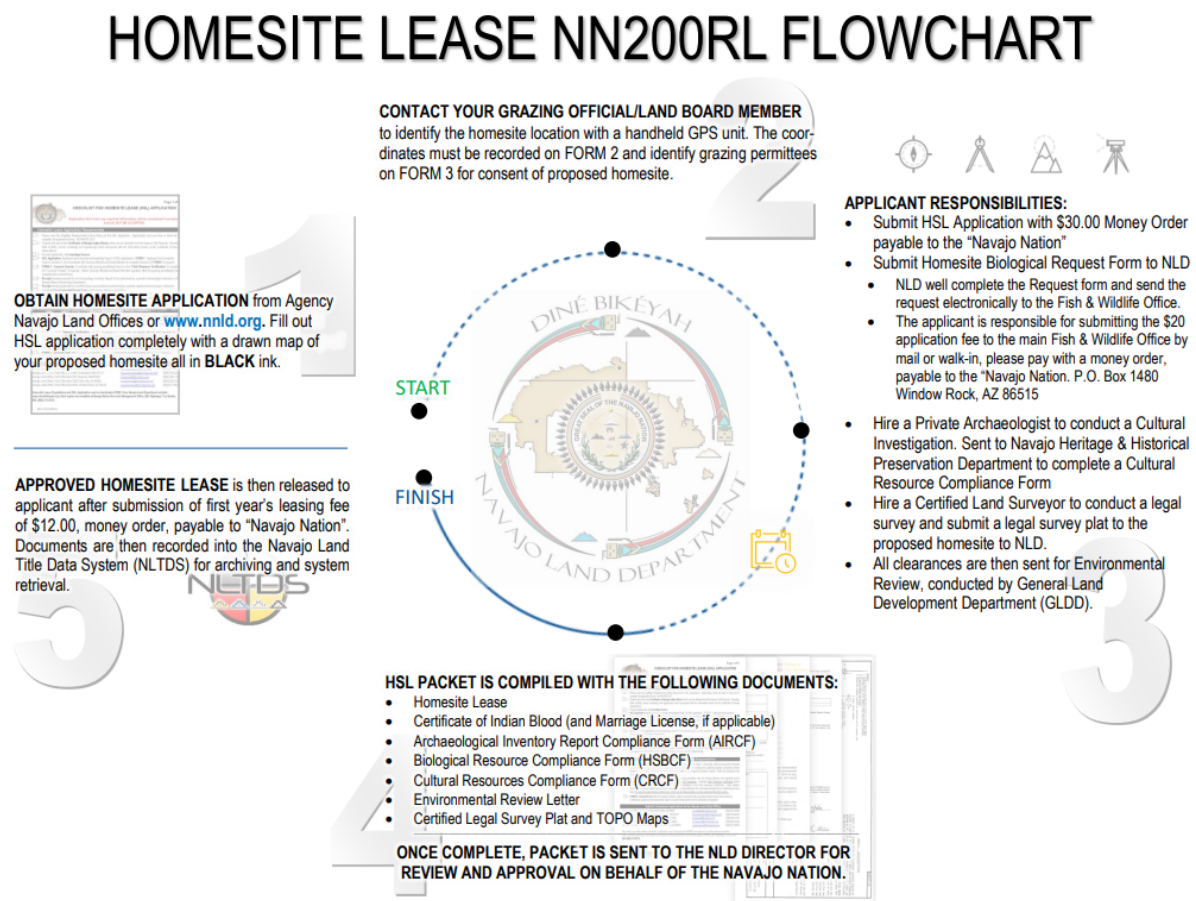
Perhaps the only advantage to the home site lease model is that tribal members do not pay property taxes to surrounding municipal jurisdictions. Instead, they pay a marginal fee of \$65/year to maintain their Home Site Lease.

Theoretically, building a residence on Home Site Lease land is simple. However, regulatory compliance is an arduous process. To build any form of residence on Navajo Tribal Trust lands, members must follow the five-step process outlined by the Navajo Nation Land Department (as outlined in Figure 149). Various fees are associated with required archaeological and

⁸³ 2022 Aneth Chapter CLUP Manual, accessed July 10, 2024, <https://aneth.navajochapters.org/wp-content/uploads/sites/46/2023/08/2022-09-22-Aneth-CLUP-Manual-FINAL.pdf>.

environmental surveys, and grazing rights studies. These fees (not including the actual home building cost) are typically in the range of \$900 to \$2,000.⁸⁴

Figure 149: Homesite Lease Flow Chart



Source: Navajo Nation Land Department, 2024

Though the flowchart indicates a clear and streamlined process, bottlenecks are inevitable. Clarification of grazing rights is probably one of the greatest obstacles to overcome:

- Tribal members must be cleared to use the land, via evidence that surrounding neighbors do not have grazing rights that are actively being used; this task is managed locally by the grazing official who is usually an official Chapter House board member. Because grazing rights are protected adamantly by other tribal members for much, if not most, of the Navajo's Tribal Trust lands, this step is extremely problematic.
- Once all paperwork is processed, it is submitted to the Navajo Nation Land Department. This division has extreme backlogs due to high demand and lack of staff to process paperwork. According to one Navajo member, there are over 3,600 permits actively being processed.⁸⁵
- Monitoring the process and pushing the application through can take months or even years. Tribal members can call to check for updates, but a two to three-hour drive to

⁸⁴ Based on multiple references from Chapter leadership in interviews and members during Townhalls.

⁸⁵ Testimony of a Teec Nos Pos resident.

Window Rock may be necessary if the Land Department asks for additional documentation or clarification.

A Home Site Lease entitles members one housing unit per one-acre parcel. Members must follow the same process each time to add additional housing units, which are legally required to be on their own one-acre parcel. In standard planning and zoning parlance, there are no higher density options (such as accessory dwelling units, or duplexes) allowed on Navajo lands. In practice, we observed that extended family members often reside in various structures that surround the primary dwelling unit on the parcel. These structures are RV's, mobile homes, and sometimes even storage sheds. We also noted that many of the outbuildings commonly seen surrounding primary units could be mistaken for dwelling units, but are actually storage buildings, or ceremonial structures.



One of the key themes emphasized during PC's Townhall in Monument Valley (which included 100+ attendees) was stress created within this process. Clearly, the primary challenge with the Home Site Lease process is clearing the land of provable grazing rights by neighboring Home Site Lease owners. The system is difficult to navigate and there seems to be a lack of information

and educational resources available to the Navajo.. Townhall attendees told us that antiquated grazing rights routinely complicate land acquisition and have blocked the development of several multi-family structures proposed by the Navajo Housing Authority.

Additional Themes from Interviews & Townhalls

Below are some common themes we discovered during the study. In some cases, particularly pithy commentary representing recurrent concerns warranted quotation boxes.

Sovereignty Cuts Both Ways

Tribes across the Country, including the Navajo, have made a concerted push to embrace sovereignty from state and local government. Positive results of this include freedom from certain economic regulations and taxes, but there are some downsides as well. During interactions with Navajo members, PC addressed the idea that sovereignty can cut both ways.

"It's like these people from San Juan County are afraid to go south of the [San Juan] river."

-Anonymous Teec Nos Pos Resident

We've identified a tendency among tribal members to assume that off-reservation residents of San Juan County receive services for "free." This may be the result of a knowledge gap despite some general recognition of differences: many Navajo are unacquainted with the idea of paying annual property taxes, along with water, sewer and electrical bills.

Is the situation intractable? We think dialogue between the Navajo Nation and the County could potentially lead to some form of Intergovernmental Transfers that could support the high degree of infrastructure needs among Navajo populations.

Fractured Land Ownership System Results in a Fractured Housing Landscape

The challenges created by the Tribal Trust and Home Site Lease process are previously explained in this document. Tribal members are very aware of how their circumstances differ from those living off the Reservation. Many Navajo feel that the typical "American dream" of an owner-occupied home and a quality job are nearly impossible to achieve deep within the Navajo Nation. Isolation is a feeling as well as a practical reality: basic utilities services often struggle to serve far flung rural Home Site Leases.

Non-Natives observe differences between life on and off the Reservation and speculate on the cause of disparities. It's important to emphasize how much disparity is due strictly to land use rules that Navajo members did not choose and cannot change.

Perceived Lack of Housing Support from both Navajo Nation and San Juan County

The Chapter members that PC met with repeated several observations related to funding in Navajo Country. The two themes are not necessarily consistent, but they are presented as we discovered them. Firstly, Utah-based Navajo generally believe that Utah Chapters are much better off than cousin Chapters based exclusively in Arizona. Despite this belief, a second shared sentiment we heard is that Utah Navajo are getting a "raw deal" from both the state of Utah and the Navajo Nation.

The vast mineral deposits in Montezuma Creek benefit all Chapters in Utah in a distinct and recognized way. Multiple members went out of their way to express gratitude to San Juan County

for the 2012 settlement with the Navajo Nation that ensured 37.5% of oil royalties would be sent back to the Utah Chapters.⁸⁶

"A lot of our people feel like they are the forgotten stepchild both of the Navajo Nation and the state of Utah."

-Anonymous Mexican Water Resident

That said, there's a general consensus that "resources" in general are not plentiful in Navajo Country. Conversation centered around basic utilities such as running water, plumbing, and electricity. Members also complained about the lack of health clinics, welfare offices, and other similar human services that would in other areas be administered by the state of Utah. Ire wasn't only directed at Utah. Plenty of criticism was reserved for the Navajo Nation as well. Members on the Utah side of the border cite their small numbers and lack of political representation among Navajo Nation as likely reasons that they get less of everything than Chapters closer to Window Rock.

Recurrent Lack of Basic Accommodations & Utilities

One Chapter House representative noted that within her chapter only 15% of residents had access to running water, and sewer systems. Those that do are in the portions of the community closest to historic development projects (such as the Indian Schools of the early 20th Century). Electricity is similarly scarce. This is particularly concerning due to temperature extremes common in the high desert climate of southern Utah.

"High income households, or those earning \$24K or more, are less likely to get assistance."

-Anonymous Red Mesa Chapter Resident

Vacant Housing Units Do Not Indicate Lack of Demand

Many units in Navajo Housing Authority developments are vacant, as well as many single-family Home Site Lease structures. Classical economic theory would indicate that where there is a high vacancy rate, housing demand is low. This assumption breaks down in Navajo Nation for multiple reasons, including:

- A lack of income among tribal members that could be allocated to housing upkeep
- Poor building quality that leads to maintenance issues and ultimately, unsalvageable situations
- Misguided expectations that housing costs should be non-existent or negligible
- Cultural significance of homes where Navajo members have passed away



⁸⁶ "Organization," Utah Navajo Royalties Holding Fund, accessed July 10, 2024, <http://unrhf.utah.gov/organization/index.html>.

Each of the topics above could be explored in more detail, but this summary is sufficient to explain the unusual combination of both high abandonment and demand.

Need and Disincentive to Pursue Other Funding Sources

Leadership at the Utah Navajo Commission encourages Chapters not to rely solely on Navajo Nation to provide sufficient funding to resolve the issues outlined in this report. Local Chapter leadership is desperate for more funding, but also admit to some hesitancy to pull in funds via Chapter Houses themselves. If funds are raised via Chapter Houses, they are effectively forfeited to the Navajo Nation, who determines whether (and how much of) those revenues should be redistributed back to Chapters. *This creates an obvious disincentive for Chapter House leadership to pursue grant funding via the state of Utah or other non-profit sources.* As an added challenge, Chapter Houses usually simply lack the time or human resources to pursue these opportunities.

Brain Drain and Latent Demand in Border Communities

The Navajo Nation represents one of the largest tribes in the US, both in terms of population and land area. Numbering more than 400,000, Navajo represent 0.1% of the US population, and 13% of all people who identify as Native American. Sadly, Navajo lament that due to structural and economic issues, they are unable to keep their best and brightest on the Reservation.

Navajo members PC spoke with said that many (perhaps most) Navajo members would prefer to live on the Reservation to care for aging family members and preserve cultural roots. However, if they can't find work or housing, they're more likely to settle elsewhere. Utah Chapters attest that members of the Millennial and Gen-X generations are likely to live in communities near the reservation such as Blanding, Kayenta, Farmington, and Cortez.

Kerigan Estates, a development on Navajo land in St. Michael's Arizona, is one approach to encouraging tribal members to return to the Reservation. Partly financed by the Community Housing Capital and developed by the Native Housing Partnership, the homes, townhomes, and apartment complexes within the development have been built to attract higher-income professionals.⁸⁷ While there may be a clear need on the Reservation for higher-income housing, it is worth acknowledging the instances where Navajo are facing foreclosure on Kerigan properties. This could reflect lending approval processes that don't always serve the best interests of tribal members, or a lack of counseling agencies available to help members struggling to make mortgage payments.⁸⁸

Aversion to Density

Navajo Housing Authority (NHA) tends to prefer "cluster housing" style subsidized developments. We see these in many locations, including Red Mesa, Montezuma Creek, and Aneth. Tribal representatives tell us that many Navajo have a strong aversion to this dense form of development the HNA is so invested in. People complain that these units are "too expensive,"

⁸⁷ "NHP attracting higher-income professionals to live full-time on tribal lands," Community Housing Capital, accessed June 24, 2024, <https://communityhousingcapital.org/20-year-anniversary-report/homeownership/62-news-item-4-homeownership#:~:text=Karigan%20Estates%20is%20a%20project,%2Fcommercial%2C%20and%20governmental%20offices.>

⁸⁸ "A Place Called 'home': Dine homeowners facing foreclosure, dream fading," Navajo Times, accessed June 20, 2024, https://navajotimes.com/reznews/a-place-called-home-dine-homeowners-facing-foreclosure-dream-fading/#google_vignette, accessed June 20, 2024.

which is possibly unreasonable as the alternative is housing provided at no-cost whatsoever. Perhaps the standard 1-acre parcel size of home site leases has created a cultural expectation of space and is contributing to this dissatisfaction with density. Another common opposition to the NHA developments is that the cluster housing model may encourage more criminal activity. Despite the widespread dislike of cluster housing, we did confirm during our drive through that many people do live in these developments. We did notice higher levels of vacancy than would be expected off-reservation, however, and many instances of clearly deferred maintenance.

Demographic & Socioeconomic Trends

Table 52: Population Growth, Navajo Nation in Utah

Area	2010 Population	2023 Population	Numerical Change	% Change
Navajo Nation	6,069	5,867	(202)	(3.3%)
San Juan County	14,746	14,332	(414)	(2.8%)
Utah	2.75 M	3.5 M	694,335	25.1%
United States	308.75 M	337.5 M	28.75 M	9.3%

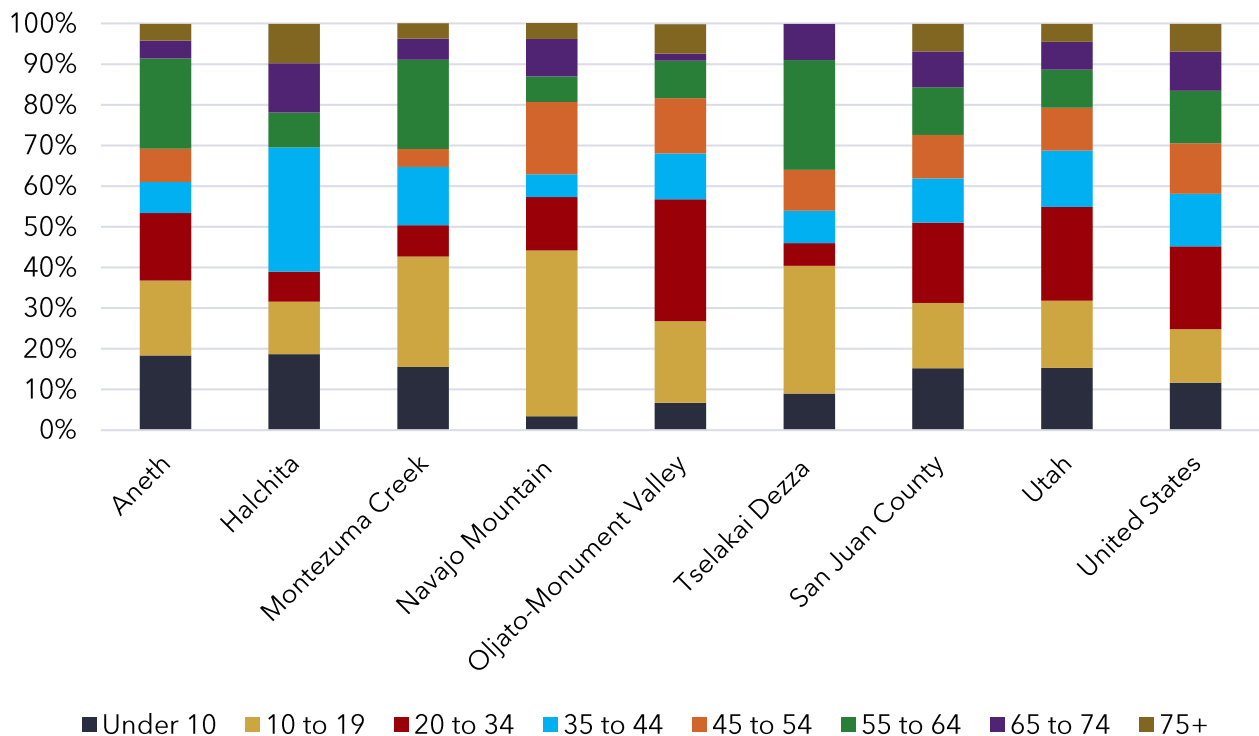
Source: Esri Business Analyst, 2023

Table 53: Population, Selected Areas on Navajo Nation in Utah, 2020

Aneth	Halchita	Mexican Hat	Montezuma Creek	Navajo Mountain	Oljato-Monument Valley	Tselakai Dezza
427	273	21	284	450	682	95

Source: U.S. Decennial Census, 2020

Figure 150: Population by Age, Navajo Nation in Utah



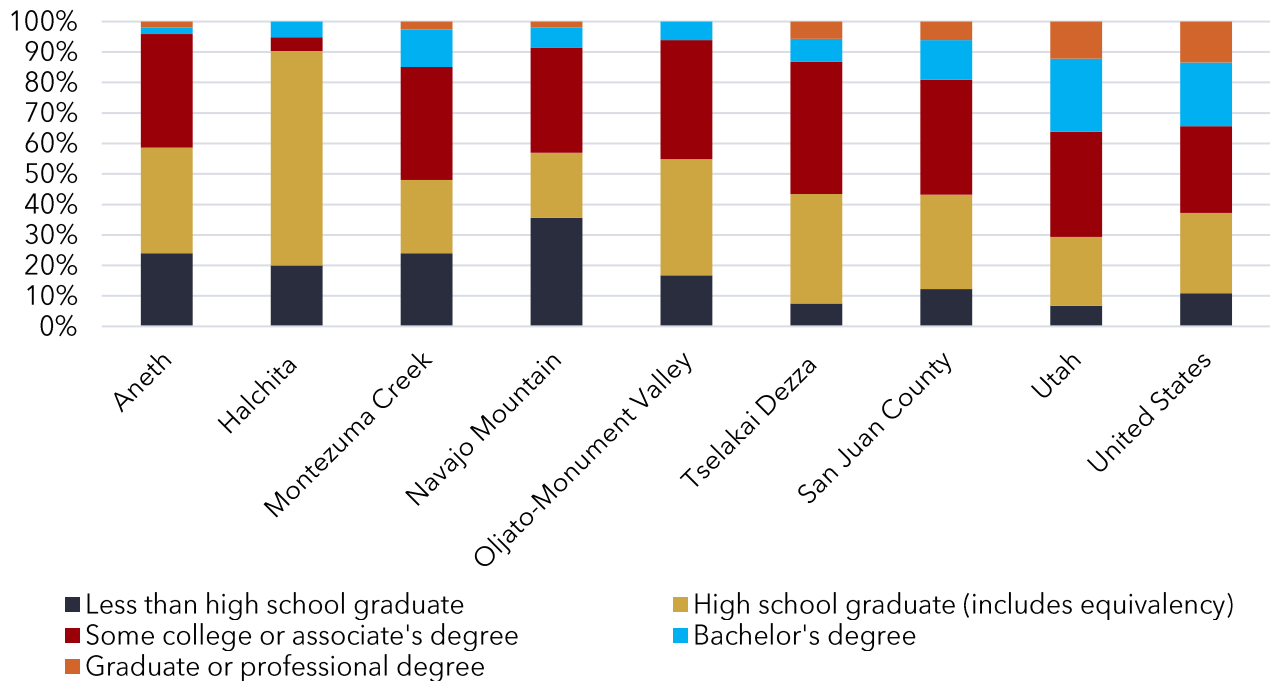
Source: U.S. Census Bureau 2022 American Community Survey Table S0101

Table 54: Race and Ethnicity Comparison, Navajo Nation in Utah

Region	White Alone	Black Alone	American Indian Alone	Asian Alone	Pacific Islander Alone	Some Other Race Alone	Two or More Races	Hispanic Origin
Navajo Nation	2.3%	0.2%	95.3%	0.0%	0.1%	0.3%	1.8%	1.2%
San Juan County	43.2%	0.2%	50.1%	0.4%	0.4%	1.4%	4.3%	5.1%
Utah	77.8%	1.3%	1.3%	2.5%	1.2%	7.0%	9.0%	15.7%
United States	60.6%	12.5%	1.1%	6.2%	0.2%	8.7%	10.6%	19.4%

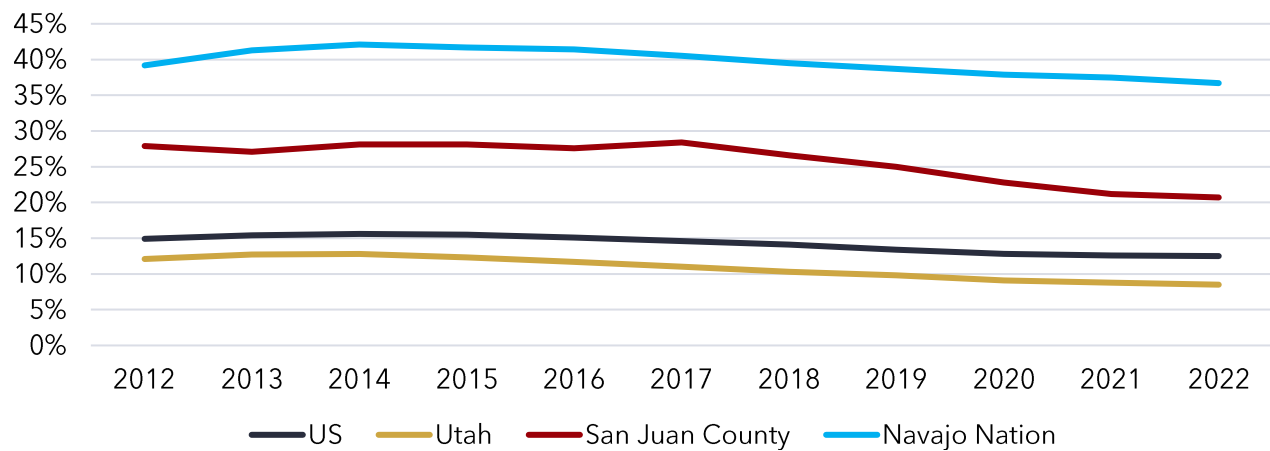
Source: Esri Business Analyst, 2023

Figure 151: Educational Attainment, Navajo Nation in Utah



Source: US Census Bureau, 2022 American Community Survey Table B06009

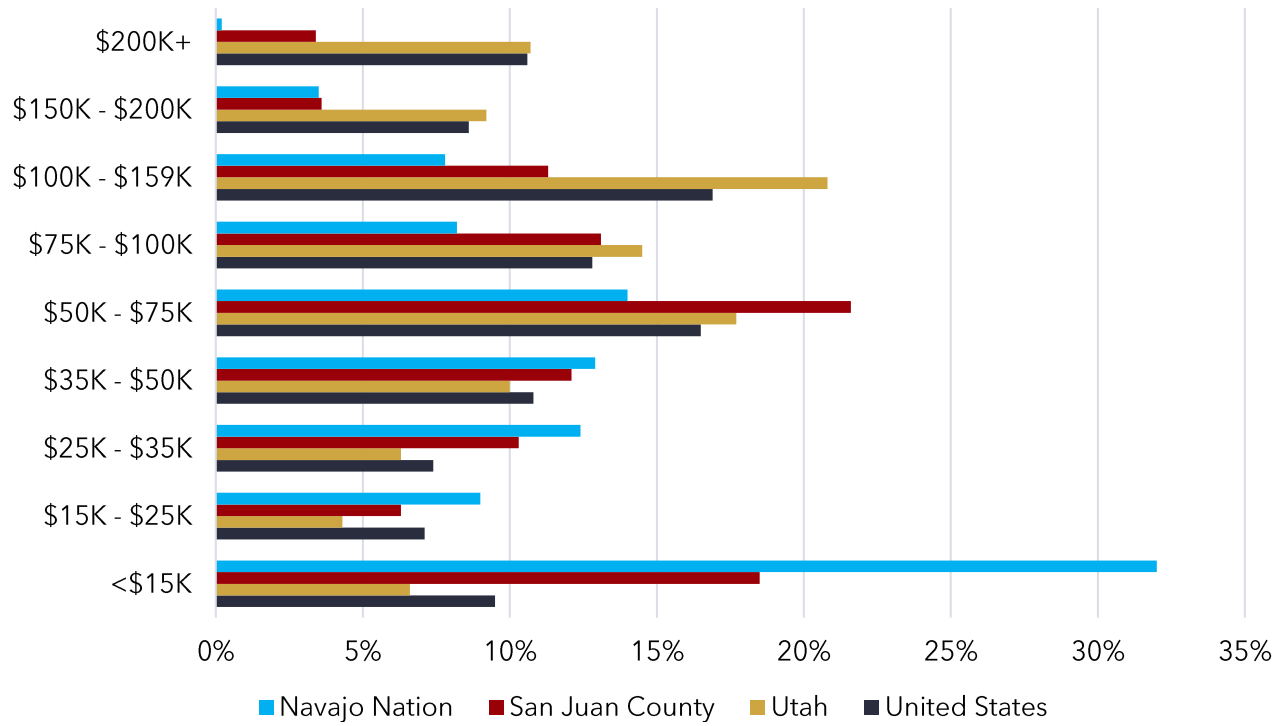
Figure 152: Population in Poverty, Navajo Nation in Utah, 2012-2022



Source: Census Bureau American Community Survey 2022 Table S1701

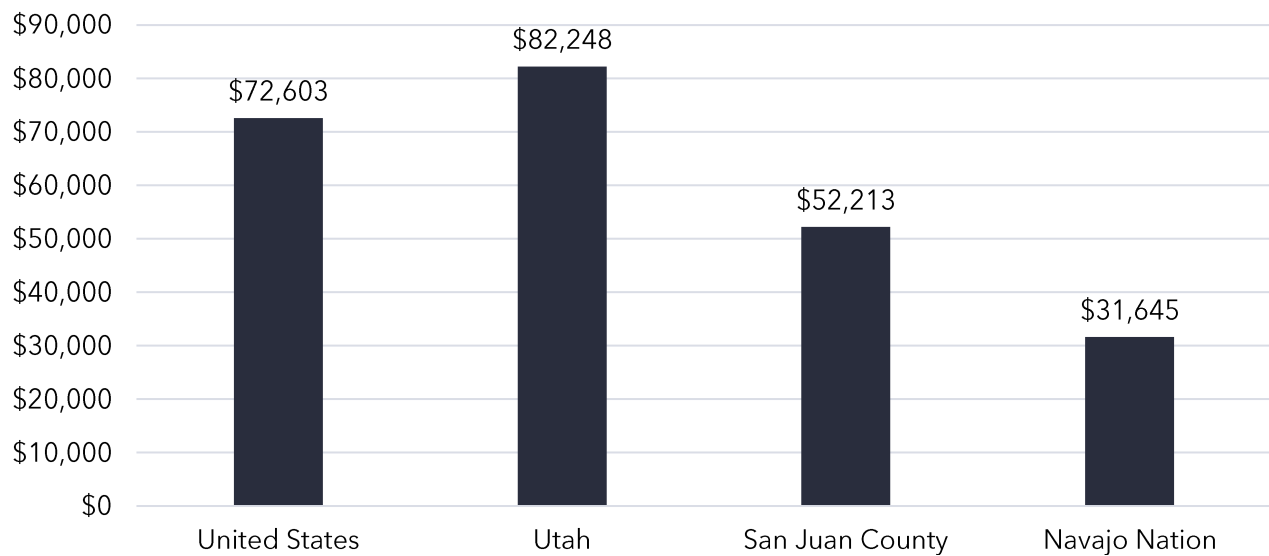
Household Income & Expenditures

Figure 153: Distribution of Household Income, Navajo Nation in Utah



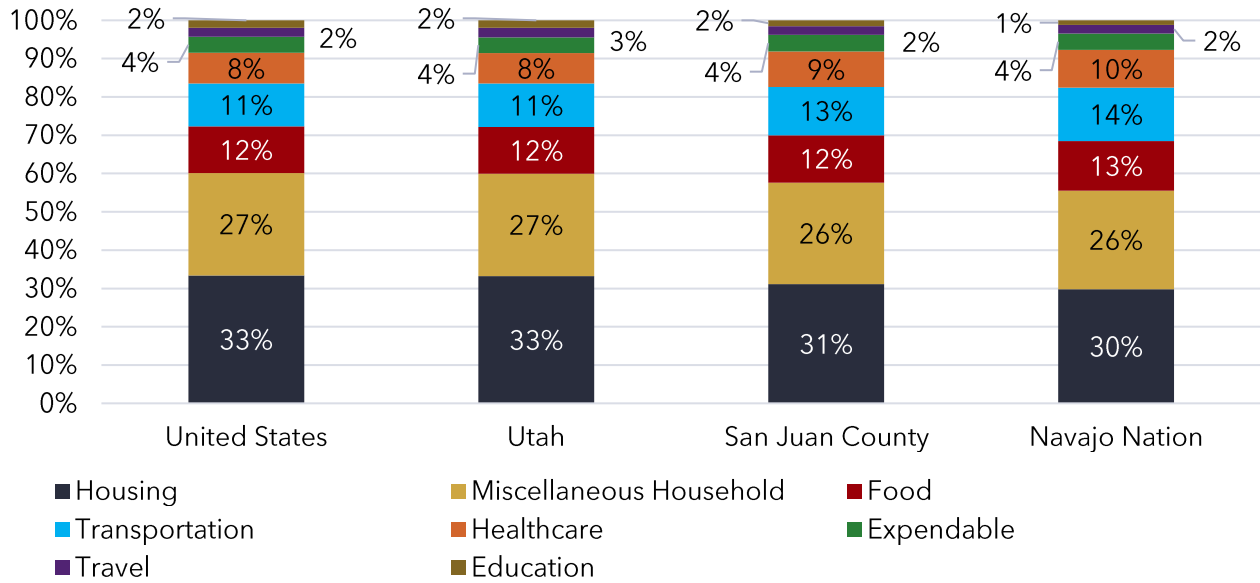
Source: Esri Business Analyst, Demographic and Income Profile, 2023

Figure 154: Median Household Income, Navajo Nation in Utah



Source: Esri Business Analyst, Demographic and Income Profile, 2023

Figure 155: Navajo Nation in Utah Monthly Household Budget Expenditures⁸⁹



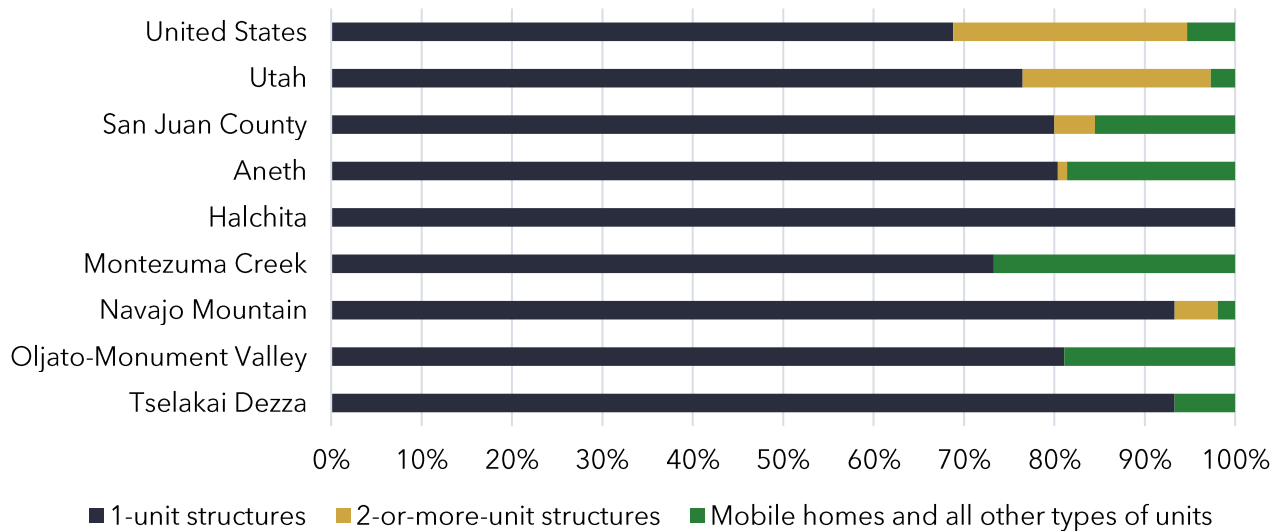
Source: Esri Business Analyst, Household Budget Expenditures, 2023

Housing Trends

Trends in housing supply are measured with many metrics, including building permits, home values, and home sales data. To get different angles on the region’s housing situation, we collected data from various platforms.

Building Types and Tenure

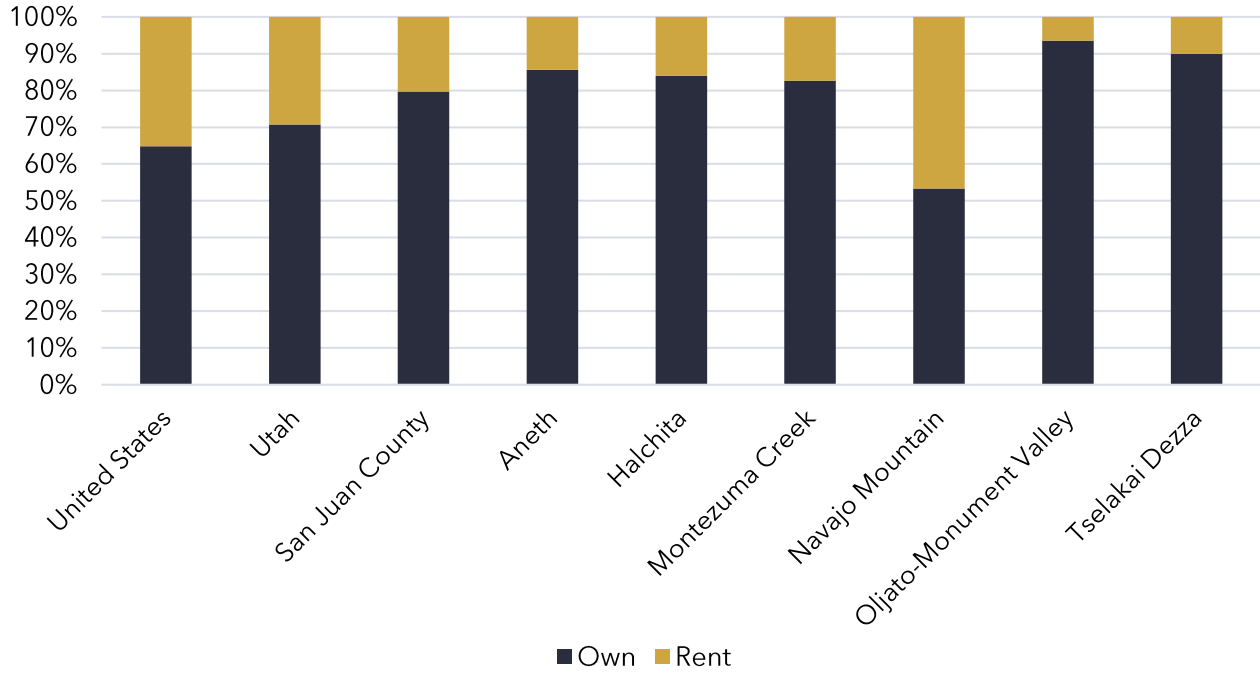
Figure 156: Housing Units in Structure, Navajo Nation in Utah, 2022



Source: American Community Survey, 2022 5-Year Estimates, Table S1101

⁸⁹ Miscellaneous household expenditures include apparel and services, personal care products, funeral expenses, legal fees, banking service charges, accounting fees, credit card membership fees, shopping club membership fees, support payments, life insurance, and pensions and social security.

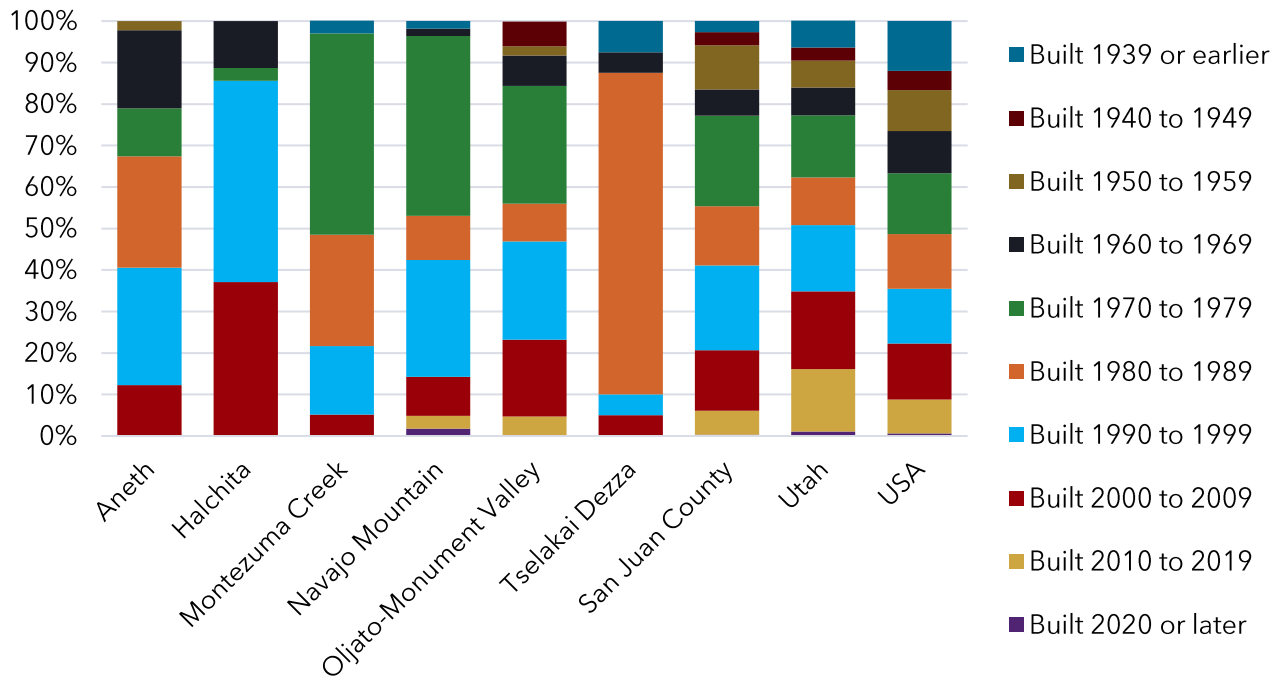
Figure 157: Owner-Occupied and Renter-Occupied Homes, Navajo Nation in Utah, 2022



Source: American Community Survey, 2022 5-Year Estimates, Table S1101

Housing Stock and Occupancy Rates

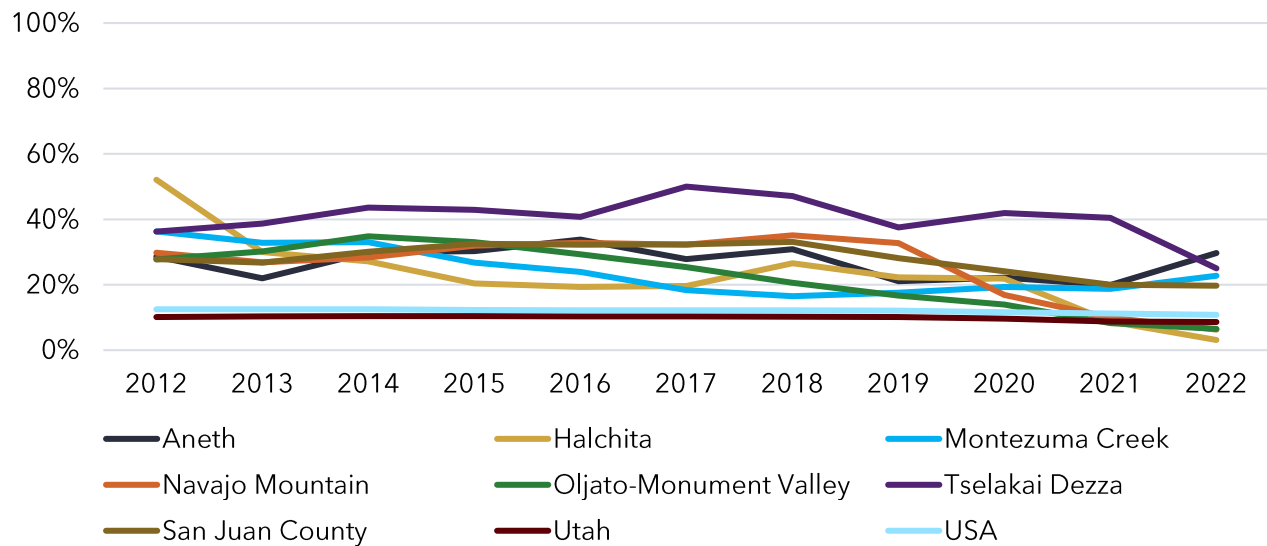
Figure 158: Age of Housing Stock, Navajo Nation in Utah, 2022



Source: American Community Survey, 2022 5-Year Estimates, Table DP04

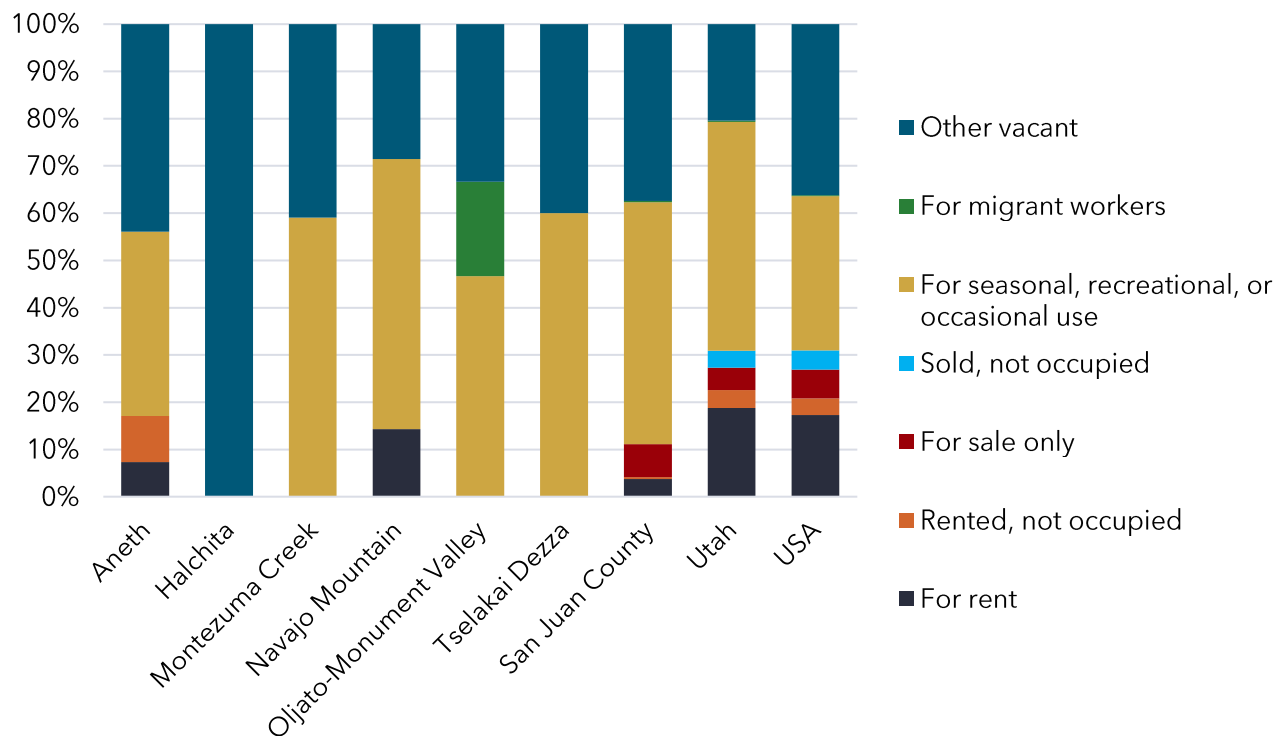
Vacancy rates are a signal of consumer demand within the real estate market.

Figure 159: Vacancy Rate, Navajo Nation in Utah, 2012-2022



Source: American Community Survey, 2022 5-Year Estimates, Table DP04

Figure 160: Vacancy Status, Navajo Nation in Utah, 2022



Source: American Community Survey, 2022 5-Year Estimates, Table DP04

REGIONAL CONTEXTUAL OVERVIEW

Background/Lit Review

The State of Utah's Travel and Tourism Industry 2020

Utah's tourism industry highlights an array of incredible resources: mountains, forests, red rock and Great Basin deserts, and the largest saltwater lake in the Western Hemisphere. These attractions have driven visitor spending increases in the state from 2009 to 2019, sadly halted in 2020 due to the COVID pandemic. Travelers directly spent \$7.07 billion in 2020, nearly a 30% decrease from the year prior. Despite an overall decrease in tourism, skiing was one recreational activity that persisted during the pandemic. In fact, ski resorts and state parks in Utah experienced record visitation in 2020, with 20.7% and 32.5% increases, respectively. In San Juan County, visitors directly spent around \$53.9 million and supported 768 jobs in 2019. Visitor spending in the County also translated to \$4.0 million in local tax revenue.

Amenity Trap: How high-amenity communities can avoid being loved to death

Produced by Headwater Economics, this 2023 report explores the way "high amenity" areas can combat various challenges that accompany places with beautiful natural amenities (like forests, trails, and beaches). The report specifically addresses ways to deal with the housing crises that amenity trap communities increasingly face, particularly regarding housing stock and affordability issues. Their recommendations concerning supply considerations are particularly relevant to San Juan County.

For areas with limited buildable land, the report suggests taking measures to preserve the existing affordable housing supply, such as rental housing buy-back programs. The report also recommends increasing density with zoning changes and increasing buildable land supply. Lastly, areas with limited buildable land need to proactively plan across the region and share resources across jurisdictions.

The report also contains considerations for areas with limited labor supply. Local workforce and transportation planning, and regional workforce development are important. Promoting modular homes for workers can also help ease supply-side housing constraints.

The report encourages both regulations and incentives to balance housing for residents and workers. Regulations like limiting short-term rentals or restricting deeds for homeownership for local workers can help maintain a healthy balance. Incentives for landlords to use their properties as a long-term rental can also help balance the housing supply.

Lastly, in areas that are resistant to change, ensuring regional engagement in the process and reducing costs by streamlining development can help engage hesitant communities.



COMMISSION STAFF REPORT

MEETING DATE: November 19, 2024

ITEM TITLE, PRESENTER: Consideration and Approval of the Interlocal Agreement between San Juan County and Utah Navajo Health System for Diabetes and Hypertension Prevention and Management, presented by Rebecca Benally, Health Promotion Director

RECOMMENDATION: Approval

SUMMARY

San Juan County Public Health Department sought applications from local organizations focused on or able to provide diabetes management and prevention among high risk populations, including the following activities:

- Improve acceptability and quality of care for priority populations with diabetes.
- Enroll high risk people in the National Diabetes Prevention Program (NDPP).
- Promote the NDPP lifestyle intervention as a covered health benefit for Medicaid

Utah Navajo Health System was selected as qualified to fulfill these activities, which are described in the attached interlocal agreement.

HISTORY/PAST ACTION

Approval.

FISCAL IMPACT

\$6,000 in Community and Clinical Interventions contract funds provided to San Juan County Public Health will be passed on to Utah Navajo Health System by June 29, 2025.

**INTERLOCAL COOPERATION AGREEMENT
FOR COMMUNITY-BASED E-CIGARETTE,
TOBACCO & OTHER DRUG PREVENTION**

This agreement for E-Cigarette, Tobacco & Other Drug Prevention is between San Juan County, a political subdivision of the State of Utah (the "County"), and the Utah Navajo Health System ("Service Provider"). County and Service Provider may be referred to collectively as the "parties" herein or individually as a "party" herein.

WITNESSETH:

WHEREAS, the Parties pursuant to the [Utah Interlocal Cooperation Act](#) as set forth in Title 11, Chapter 13 (the "Act"), and Section 20A-5-400.1 of the Utah Code Ann. (1953) as amended, are authorized to enter into this agreement.

WHEREAS, the State Department of Health and Human Services provides Diabetes and Hypertension Prevention and Control funds to San Juan County Public Health Department (the "Department") to distribute to qualifying organizations, provided they qualify under the conditions set forth in the Grant, in support of activities that will support diabetes/hypertension management and prevention among high risk populations: Improve acceptability and quality of care for priority populations with diabetes, enroll high risk people in the National Diabetes Prevention Program (NDPP), promote the NDPP lifestyle intervention as a covered health benefit for Medicaid. with a focus on hypertension and high cholesterol, implement team-based care to prevent and reduce cardiovascular disease risk by addressing social support barriers to improve outcomes.

WHEREAS, the Service Provider confirms that it is an organization that is focused on or able to provide evidence-based diabetes/hypertension management, prevention, and education.

The parties therefore agree as follows:

1. The County's Obligations.

- 1.1. The Department will provide technical support to the Service Provider and connect the Service Provider to relevant expertise as needed.
- 1.2. The Department reserves the right to discontinue, modify, or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if it, in the Department's sole discretion deems such action is necessary: (1) because the Service Provider has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Department; or (3) to comply with any law or regulation applicable to the Service Provider, to the Department, or this grant.

2. The Service Provider's Obligations.

- 2.1. The main contact person will be Megan Burke, RN CDCES, Diabetes Care and Prevention Coordinator
- 2.2. This grant may be used only for the Service Provider's charitable and educational activities. While the County understands that the Service Provider may participate in the public policy process, consistent with its tax-exempt status, the Service Provider may not use any of these grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. This grant must be used for the project identified above, as described in the Service Provider's proposal and related correspondence, and may not be

expended for any other purposes without the Department's prior written approval. The Service Provider accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds. The Department may request that the Service Provider return any unexpended grant funds remaining at the end of the project period.

- 2.3. The Service Provider will perform the following activities:
 - 2.3.0. Disseminate culturally tailored, evidence-based information and education to youth in San Juan County, provide activities that reduce related risk factors or enhance related protective factors, and implement a Pre and Post Survey that would evaluate the impact of the Tobacco prevention program.
 - 2.3.1. Strengthen self-care practices by improving access, appropriateness, and feasibility of Diabetes Self-Management Education and Support (DSMES) services for priority populations.
 - 2.3.1.0. Engage referring providers and community/clinical partners (i.e. DSMES providers) in streamlined referral processes to DSMES/other diabetes support programs; and
 - 2.3.1.1. work with DSMES providers to identify needs related to increasing referrals (i.e. marketing materials, communication efforts, etc.).
 - 2.3.2. Improve acceptability and quality of care for priority populations with diabetes.
 - 2.3.2.0. support existing or new clinic partners to implement diabetes care practices through quality improvement projects, Improving interpretation services offered, clinic workflow and follow up procedures, implementing team-based care, etc.
 - 2.3.3. Increase enrollment and retention of priority populations in the National Diabetes Prevention Program (NDPP) lifestyle intervention and the NDPP by improving access, appropriateness, and feasibility of the programs.
 - 2.3.3.0. partner with new organizations (i.e. senior centers) to offer the NDPP Lifestyle Change Program and assist organizations in registering to become CDC-recognized National DPPs through the Diabetes Prevention Recognition Program; and
 - 2.3.3.1. identify geographic areas that have gaps in access to culturally appropriate services, by using the Information gleaned in Additionally, find opportunities to use the Utah Healthy Places Index to expand health equity efforts in diabetes prevention
- 2.4. By June 30, 2025, the Service Provider will have obtained permission from existing program partners include Tobacco prevention.
- 2.5. The Service Provider will provide to the Department a report on the 15th of months January, April, and July. The reports will list quarterly activities accomplished, provide an accounting for the expenditures of grant funds, describe measurable outcomes as a result of the expenditures, describe the impact and effectiveness of activities funded through the grant, and indicate the amount of the grant funds remaining on the date that the report is submitted.
- 2.6. The Service Provider will promptly provide and additional information, reports, and documents the Department may request and will allow the Department and its representatives to have reasonable access a during regular business hours to files, hours, records, accounts, or personnel that are associated with this grant, for the purpose of making financial reviews, verifications, or Service Provider evaluations as may be deemed necessary by the Department.
- 2.7. The Service Provider will allow the Department to review and approve the text of any proposed product concerning this grant prior to its release. If this grant is to be used for a film, video, book, or other such product, the Department reserves the right to request a screening or preview of the product, during the final production stages, before deciding whether to be credited as a funder of the product.

3. Costs. The County agrees to pay the Service Provider the costs for activities approved under this contract, a total no greater than **\$8,000**. The County will submit payment to the Service Provider within thirty (30) days of the County receiving an invoice prepared by the Service Provider relating to this agreement. If this agreement is terminated early by either party, pursuant to the provisions of Section 7 below, County shall pay the Service Provider for all services rendered by the Service Provider under this agreement prior to the date that this agreement is terminated.
4. Effective Date. The Effective Date of this agreement shall be on the earliest date after this agreement satisfies the requirements of the Act (the "Effective Date").
5. Term of Agreement. The term of this agreement shall begin upon the Effective Date of this agreement and shall, subject to the termination and other provisions set forth herein, terminate on the date 6/30/2025.
6. Termination of Agreement. This agreement may be terminated prior to the completion of the Term by any of the following actions:
- 6.1. The mutual written agreement of the parties;
 - 6.2. By either party after any material breach of this agreement;
 - 6.3. By either party, with or without cause, 30 days after the terminating party mails a written notice to terminate this agreement to the other party; or
 - 6.4. As otherwise set forth in this agreement or as permitted by law, ordinance, rule, regulation, or otherwise.
7. Damages. The parties acknowledge, understand, and agree that, for the duration of this agreement and unless otherwise agreed to in a separate and legally binding agreement between the parties, the parties are fully and solely responsible for their own actions, activities, and/or business sponsored or conducted.
8. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., Utah Code Annotated as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such party under the provisions of the *Utah Governmental Immunity Act*.
9. No Separate Legal Entity. No separate legal entity is created by this agreement.
10. Approval. This agreement shall be submitted to the authorized attorney for each party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Ann.* (1953) as amended. A duly executed original and/or counterpart of this agreement shall be filed with the keeper of records of each party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.
11. Benefits. The parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a party are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party. County employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. Service Provider employees, while providing or performing services under or in

connection with this agreement, shall be deemed employees of the Service Provider for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

12. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this agreement shall be construed as a continuing waiver of any part or provision of this agreement, which shall preclude the parties from receiving the full, bargained for benefit under the terms and provisions of this agreement. A waiver or modification of any of the provisions of this agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the parties under this agreement cannot be waived or released verbally and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.

13. Assignment Restricted. The parties agree that neither this agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the parties.

14. Entire Agreement: Amendment. This agreement, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this agreement. Unless otherwise set forth in this agreement, this agreement supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this agreement. No amendment to this agreement will be effective unless it is in writing and signed by both parties.

15. Governing Law; Exclusive Jurisdiction. Utah law governs any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") brought by one party against the other party arising out of this agreement. If either party brings a Proceeding against the other party arising out of this agreement, that party may bring that Proceeding only in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such Proceeding.

16. Severability. The parties acknowledge that if a dispute arises out of this agreement or the subject matter of this agreement, the parties desire the arbiter to interpret this agreement as follows:
 - 16.1. With respect to any provision that the arbiter holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and

 - 16.2. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the agreement will remain in effect as written.

17. This agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same agreement.

WHEREFORE, the parties have signed this agreement on the dates set forth below.

Service Provider	REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH
Utah Navajo Health System	APPLICABLE LAW:
_____	_____
Printed: _____ Name	_____
Signature _____	
Dated: _____	Dated: _____
ATTEST:	_____

Printed Name _____	
Dated: _____	

SAN JUAN COUNTY	REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH
	APPLICABLE LAW:
_____	_____
Jamie Harvey, Chairman	_____
Board of San Juan County Commissioners	San Juan County Attorney's Office
Dated: _____	Dated _____
ATTEST:	_____

San Juan County Clerk Auditor	
Dated: _____	

Diabetes Care and Prevention Grant Projection
San Juan County Health
5 Year Continual Application

Purpose

The goal of UNHS's Diabetes Care and Prevention (DCP) program is to strengthen self-care practices by improving access, appropriateness, and feasibility of DSMES services and Diabetes Prevention (DPP) services for San Juan County. UNHS understands the difficulties our patients have receiving medical care and acknowledges the role UNHS plays in overall community health. UNHS is dedicated to the goal of Diabetes Care and Prevention to all patients living with diabetes or are at risk of diabetes because UNHS sees the direct effect on individual health.

Research

As of today, Aug. 26th 2024, UNHS has 1,692 persons living with diabetes (PWD), 36% have an A1c at target of less than 7%, 54% of PWD are above target range, and 9% of PWD have not received an A1c in the past 6 months. UNHS currently has 489 persons with a diagnosis of prediabetes, UNHS is aware that this number does not directly reflect the number of persons living with prediabetes. According to the CDC more than one in three US adults are living with prediabetes 80% of people with prediabetes are unaware they have it and 1 in 4 adolescents in the US have prediabetes, this number has more than doubled since 1999.

Implementation

UNHS DCP team will work directly with the providers to streamline the DSMES referral process, and will identify needs related to increasing referrals. The DCP team meets monthly and will develop a CQI project to address the identified needs. UNHS offers an accredited DSMES program, we will maintain this accreditation with the American Diabetes Care and Education Specialists (ADCES) to continue to offer a quality DSMES program. UNHS has pending recognition for The CDC Diabetes Prevention Program, we are working towards full recognition. UNHS DCP team will work at branding their DPP and increase the number of trained lifestyle coaches in order to offer the program to more participants.

Your support will allow UNHS to reach these heavy goals set out and overall improve community health.

Sincerely,

Megan Burke, RN CDCES
Diabetes Care and Prevention Coordinator
Utah Navajo Health Systems

Diabetes

HEAL

meeting w/ Melissa B
8/12/29

Item 5.

- (1) strengthen self-care practices by improving access, appropriateness, and feasibility of DSMES services for priority populations.
 - (A) engage referring providers and community/clinical partners (i.e. DSMES providers) in streamlined referral processes to DSMES/other diabetes support programs; and
 - (B) work with DSMES providers to identify needs related to increasing referrals (i.e. marketing materials, communication efforts, etc.).
- (2) improve acceptability and quality of care for priority populations with diabetes.
 - (A) support existing or new clinic partners to implement diabetes care practices through QI projects, improving interpretation services offered, clinic workflow and follow up procedures, implementing team-based care, etc.
- (3) increase enrollment and retention of priority populations in the National DPP lifestyle intervention and the MDPP by improving access, appropriateness, and feasibility of the programs.
 - (A) partner with new organizations (i.e. senior centers) to offer the National DPP LCP and assist organizations in registering to become CDC-recognized National DPPs through the Diabetes Prevention Recognition Program; and
 - (B) identify geographic areas that have gaps in access to culturally appropriate services, by using the information gleaned in 2.1. Additionally, find opportunities to use the Utah Healthy Places Index to expand health equity efforts in diabetes prevention.

3.2 For the National Cardiovascular Health Program the Subrecipient shall:

- (1) track and monitor clinical and social services and support needs measures shown to improve health and wellness, health care quality, and identify patients at the highest risk of cardiovascular disease with a focus on hypertension and high cholesterol.
 - (A) work with local primary care clinic to implement or improve their SDOH screenings.
- (2) implement team-based care to prevent and reduce cardiovascular disease risk with a focus on hypertension and high cholesterol prevention, detection, control and management through the mitigation of social support barriers to improve outcomes.
 - (A) build the capacity of clinical teams to provide and connect patients with social services to help with reducing hypertension and high cholesterol. This shall include conducting formal and informal assessments of the current multidisciplinary team employed by the clinic, and planning how to improve the team based on the assessment results;
- (3) link community resources and clinical services that support bidirectional referrals, self-management, and lifestyle change to address social determinants that put the priority populations at increased risk of cardiovascular disease with a focus on hypertension and high cholesterol.



STAFF REPORT

MEETING DATE: November 14, 2024

ITEM TITLE, PRESENTER: Review of San Juan Estates, Phase 5, Amendment 3 Subdivision, Dan McPherson

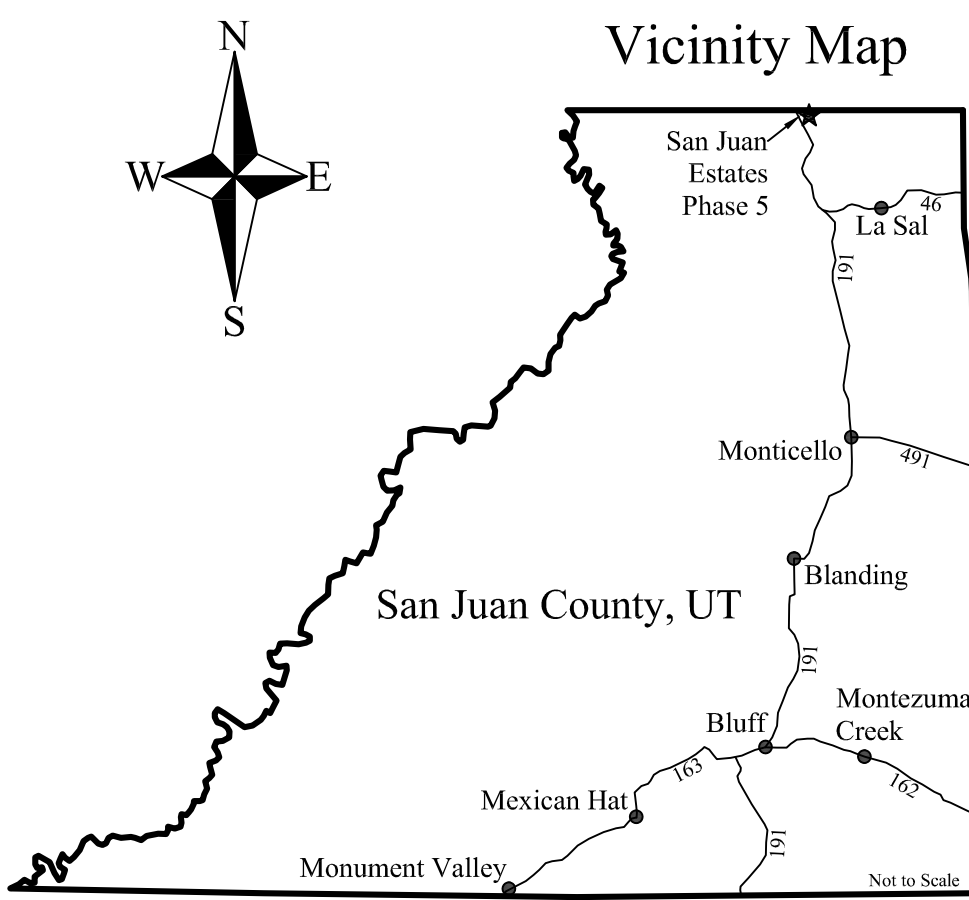
RECOMMENDATION: Consideration and Recommendation

SUMMARY

This proposed subdivision is located within the current San Juan Estates Phase 5 Subdivision, this is Amendment 3 to the lots. This subdivision is in the Mount Peale area and is accessed off Mt. Peale Drive which is a public county road.

HISTORY / PAST ACTIONS

The preliminary plat was reviewed by administrative staff and approved to move forward at the October 8, 2024 Plat Review Meeting. There are no further comments at this time.



Final Plat

San Juan Estates Phase 5 Subdivision Amendment No. 3

Within Section 36, T26S, R22E, SLB&M

Narrative

The purpose of this survey was to create 3 lots from Lot 49C of Amendment 3 and Lot 50 of the San Juan Estates Phase 5 Subdivision.

The basis of bearings for this survey is North between the southeast corner of Section 36 and the E $\frac{1}{4}$ corner of said Section 36, Township 26 South, Range 22 East, SLB&M. This is in accordance with the same bearing per the original subdivision survey.

Note

1. The existing easements on the line of the "old" Lot 49C and Lot 50 shall be abandoned and new utility easements shall be established as shown hereon.

Descriptions

Record
Section 36, Township 26 South, Range 22 East, SLB&M
Lot 49C, San Juan Estates, Phase 5 Subdivision, Amendment No. 2

Section 36, Township 26 South, Range 22 East, SLB&M
Lot 50, San Juan Estates, Phase 5 Subdivision

As Surveyed (new lots per this amendment)
Section 36, Township 26 South, Range 22 East, SLB&M
Lot 49C-1, San Juan Estates, Phase 5 Subdivision, Amendment No. 3

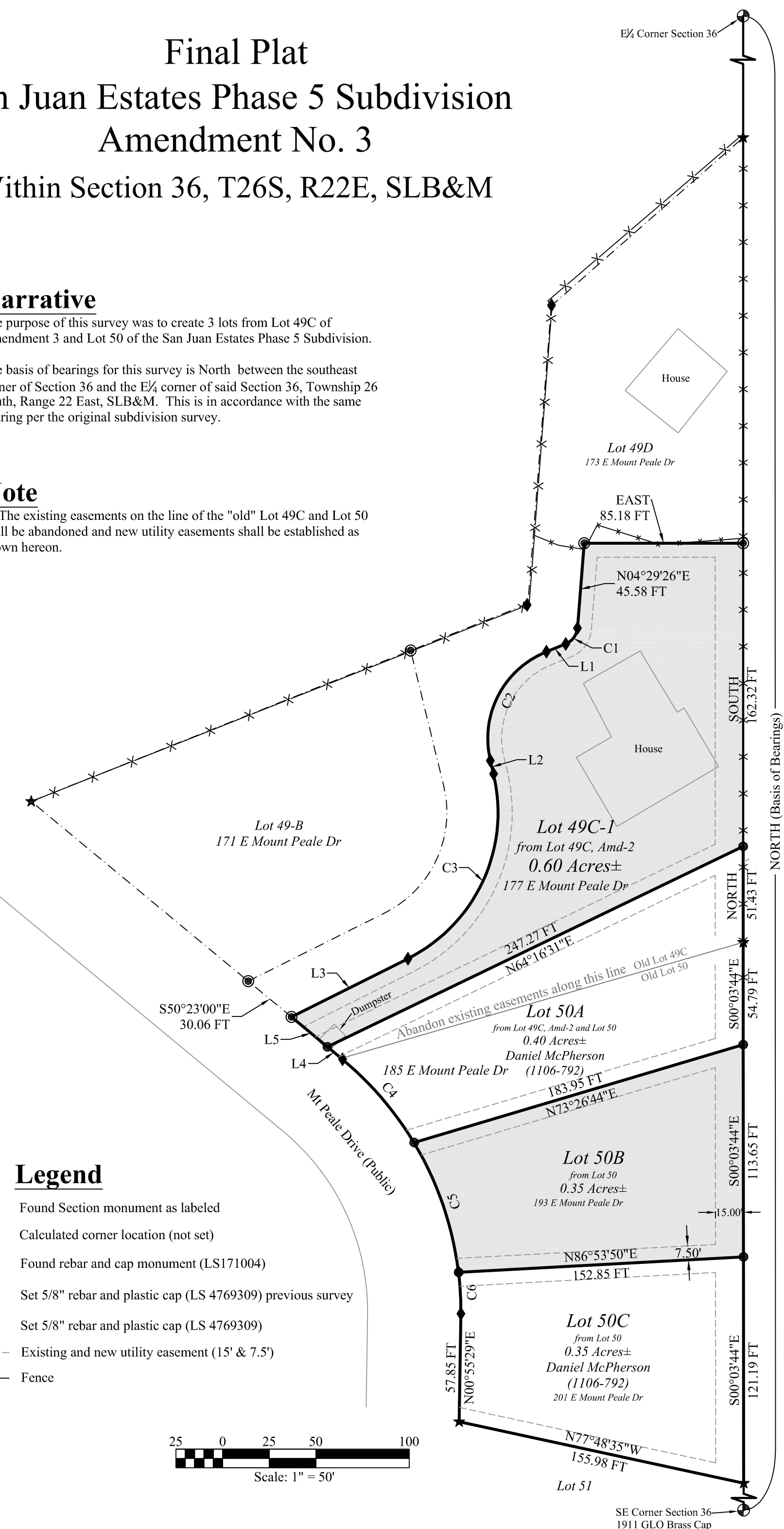
Section 36, Township 26 South, Range 22 East, SLB&M
Lot 50A, San Juan Estates, Phase 5 Subdivision, Amendment No. 3

Section 36, Township 26 South, Range 22 East, SLB&M
Lot 50B, San Juan Estates, Phase 5 Subdivision, Amendment No. 3

Section 36, Township 26 South, Range 22 East, SLB&M
Lot 50C, San Juan Estates, Phase 5 Subdivision, Amendment No. 3

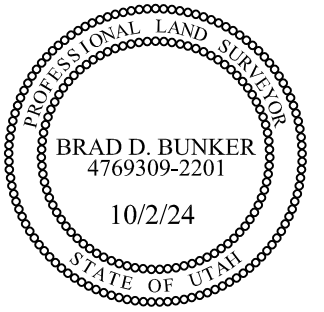
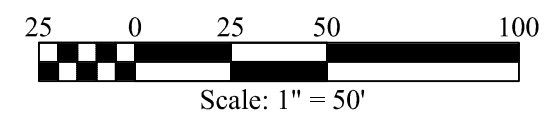
Curve Table					
Curve #	Length(ft)	Radius(ft)	Delta	Chord Direction	Chord Length(ft)
C1	11.14	10.00	63.82°	N36°23'56"E	10.57
C2	71.58	50.00	82.03°	N27°17'33"E	65.63
C3	117.82	87.50	77.15°	N24°51'14"E	109.12
C4	59.97	175.00	19.63°	N40°51'16"W	59.67
C5	74.03	175.00	24.24°	N18°55'09"W	73.48
C6	22.19	175.00	7.27°	N3°10'02"W	22.18

Line Table		
Line #	Length (ft)	Direction
L1	11.13	N68°18'26"E
L2	7.30	N13°43'20"W
L3	69.80	N63°25'49"E
L4	9.69	N50°23'00"W
L5	25.00	N50°23'00"W



Legend

- ⊕ Found Section monument as labeled
- ◆ Calculated corner location (not set)
- ★ Found rebar and cap monument (LS171004)
- ⊙ Set 5/8" rebar and plastic cap (LS 4769309) previous survey
- Set 5/8" rebar and plastic cap (LS 4769309)
- - - Existing and new utility easement (15' & 7.5')
- x— Fence



Surveyor's Certificate

I Brad D. Bunker, Professional Utah Land Surveyor, Number 4769309, hold a license in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act. This survey has been completed under my direction for the property described hereon in accordance with section 17-23-17. I hereby certify all prepared descriptions and measurements are correct. Monuments will be set as noted hereon. I also certify that this record of survey has been prepared under my direction at the request of Dan McPherson.

Brad D. Bunker Utah P.L.S. #4769309
Date: 10/2/24

SIC Surveyor's Approval
"Approval in accordance with information and records on file in this office."
Day of _____, 20____

Brad Bunker, Date: _____, Attest: _____, Date: _____
Health Department: Approved this _____ Day of _____, 20____
Form Approval: Approved this _____ Day of _____, 20____
County Recorder: State of Utah, County of San Juan, Recorded at the request of _____
County Recorder: _____
Attorney: _____
Health Official: _____

Final Plat
San Juan Estates Phase 5
Amendment No. 3
Within Section 36, Township 26 South, Range 22 East, SLB&M

Owners Dedication
Know all men by these presents that I, the undersigned owner of the above described tract of land have caused the same to be subdivided into two lots hereafter to be known as the San Juan Estates Phase 5 Subdivision, Amendment No. 2.
In witness whereof I have hereunto set my hand this _____ Day of _____, 20____
By: Daniel George McPherson, Owner

San Juan County Planning Commission
Approved by the San Juan County Planning Commission this _____ Day of _____, 20____
Chairman: _____

San Juan County Commission
The amendment hereon was presented to the San Juan County Commission this _____ day of _____, 20____, and was accepted and approved.
Commissioner: _____
Notary Public: _____
Residing in _____ County

Bunker Engineering, LLC
965 South Creek Road, Monticello, UT 84535
P.O. Box 432, Monticello, UT 84535 (435) 459-9152

Date: Oct. 2024
Drawn By: B.D. Bunker
Scale: 1" = 50'
Drawing Name: Survey Reference Number: BE 1389
Sheet: 1 of 1



COMMISSION STAFF REPORT

MEETING DATE: November 19, 2024

ITEM TITLE, PRESENTER: Library Criminal Background Check Policy as required by Utah Code § 9-7-218, Nicole Perkins, Library Director

RECOMMENDATION: Approve, Sign, and Date

SUMMARY

This Policy is intended to implement criminal background check requirements established by Utah Code § 9-7-218 which requires Public Libraries to implement such a policy with the intent to ensure a safe and secure workforce and environment for patrons, especially for minors and vulnerable populations. This policy is also intended to ensure that the San Juan County Library system will continue to be eligible for State funding such as the CLEF grant and be able to show verification that we are complying.

HISTORY/PAST ACTION

Not applicable.

FISCAL IMPACT

If not in compliance with the Utah Code § 9-7-218 we will lose opportunities of funding through the State. Due to San Juan County considered in the 4th Class category, we are eligible to be reimbursed by the State Library for the cost of conducting criminal background checks for the purposes of fulfilling the requirements of the statute.



San Juan County Public Library Policy: Employee and Volunteer Criminal Background Checks

Effective 11-19-2024

*To be posted in a prominent location at each branch

Legal Authority for Policy: Pursuant to San Juan County HR Policy, the Human Resources Director has designated San Juan County HR or Administration to conduct criminal background checks on prospective employees, volunteers, and presenters at library programs under the supervision of Human Resources to ensure a safe and secure workforce. This Policy is intended to implement criminal background check requirements established by [Utah Code § 9-7-218](#). The County Library also recognizes that the current [HR Policy](#) requires criminal background checks for a potentially broader category of positions than required under Utah Code § 9-7-218 and Library Staff shall defer to HR Policy when hiring for positions designated by HR as being subject to background checks that are not identified in this policy.

1.0 Applicable Definitions

1.1 “Qualifying position” means any of the paid or unpaid employment positions with the San Juan County Library System including a volunteer position, that are listed in section 2.1 below. “Qualifying positions” may also include presenters retained by contract and not subject to a W2 that have significant contact with individuals under 18 years of age or vulnerable populations.

1.2 “Qualifying prospective employee” means an individual who: (i) is 18 years old or older; and (ii) applies for a qualifying position with the San Juan County Library System.

2.0 Background Checks for Qualifying Positions

2.1 The San Juan County Library Board has determined the following positions (whether paid or unpaid) to be qualifying positions: Director, Assistant Director, Librarian, Library Assistant, Library Manager, Assistant Library Manager, all temporary employees within the same positions, and volunteers for children’s programming.

2.2 The County Library may not employ anyone in a qualifying position without the prospective employee first submitting to a criminal background check subject to this policy. A refusal to complete a background check authorization form constitutes an incomplete application, which disqualifies a prospective employee from being hired.

3.0 Procedures for Gathering, Submitting, & Reviewing Criminal Background Checks

3.1 Upon meeting a qualifying prospective employee, the Hiring manager shall give the qualifying prospective employee a copy of this policy.

3.2 Before extending an offer of employment, the hiring manager or HR designee will require that the qualifying prospective employee sign a background check authorization form and submit it to the County Human Resources.

3.3 The Hiring Manager or designated staff member shall submit the prospective employee’s completed form to the County Human Resources for processing.

3.4 If the prospective employee’s criminal background check does not turn up any criminal history, County Library Human Resources may extend an offer letter of employment.

4.0 Procedures for Disqualifying A Qualifying Prospective Employee From Employment Based On Background Check Results

4.1 If a prospective employee’s background check reveals an offense, County Human Resources will consult with the County Employee Relations and the District Attorney’s offices.

4.2 If a prospective employee’s background check reveals a disqualifying offense, County Human Resources will provide a written notice of the reason for disqualification.

4.3 The prospective employee may appeal the disqualification in writing to the County Human Resources department within one week.

Authorized By: **San Juan County Library Board of Directors and San Juan County Commissioners**

Library Board Chairperson

Date

County Commission Chairperson

Date

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

Item 8.

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibit discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction. If the State will not be liable for any future commitments, penalties, or liquidated damages.

- 14. SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract. Item 8.
- 15. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
- 16. PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
- 17. DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
- 18. ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
- 19. PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
- 20. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
- 21. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
- 22. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
- 23. FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
- 24. PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).
- 25. CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Additional Terms and Conditions; 3. Contractor Terms and Conditions.

UTAH DEPARTMENT OF TRANSPORTATION**AERONAUTICAL OPERATIONS DIVISION****PROJECT APPLICATION AND GRANT AGREEMENT
FOR STATE AID FOR DEVELOPMENT OF PUBLIC AIRPORTS****Part I - Project Information**

SAN JUAN COUNTY (hereinafter called the “Sponsor”) hereby makes application to the Utah Department of Transportation (hereinafter called the “State”) for a grant of state funds pursuant to Title 72, Chapter 10, Aeronautics Act, for the purpose of aiding in financing an improvement project (hereinafter called the “project”) for the development of the **Cal Black Meml**, (hereinafter called the “Airport”) located in **SAN JUAN**.

It is proposed that the Project consists of the following described airport improvements or development:

Solar System Upgrade (Batteries)

as shown on the attached map accompanied by a detailed engineering cost estimate showing each item in the Project by description, quantity, unit cost, total cost, engineering and contingencies. [The map will show (1) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed non-aviation areas and of all existing and proposed improvements thereon including the access road; and (4) airport vicinity zoning.] It is understood that the State will approve in writing the project plans and specifications before start of construction.

The estimated total project is **\$500,000.00**. The requested State share is **\$450,000.00 (90.00%)**.

Other governmental agencies granting money to the project are **N/A**.

The Project engineer is intended to be **Jviation (Woolpert)**

The FAA Project No. is (if applicable)

Part II - Representations

The Sponsor hereby represents and certifies as follows:

1. Legal Authority - The Sponsor has the legal power and authority to :
 - (1) do all things necessary in order to undertake and carry out the Project in conformity with applicable statutes;
 - (2) accept, receive, and disburse grants of funds from the State in aid of the Project;
 - (3) carry out all of the provisions of Parts III and IV of this document.
2. Funds - The Sponsor now has **\$50,000.00** available for use in defraying its share of the Project. The present status of these funds is as follows:

Part III – Sponsor’s Assurances

In consideration for grant monies made available to the airport, the Sponsor hereby covenants and agrees with the State, as follows:

1. The Sponsor will operate the Airport as such for the use and benefit of the public throughout the useful life of the facilities developed under this Project, but in any event for at least ten (10) years from the date hereof. In furtherance of this covenant, (but without limiting its general applicability and effect) the Sponsor specifically agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds, and classes; provided, that the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport; and provided further, that the Sponsor may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary - (a) For safe and efficient use of the Airport; (b) To keep operation activities within acceptable noise levels; To serve the civil aviation needs of the public.
2. The Sponsor covenants and agrees that, unless authorized by the State, it will not either directly or indirectly, grant or permit any person, firm, or corporation the exclusive right at the Airport or at any other Airport now or hereafter owned or controlled by it, to conduct any aeronautical activities, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.
3. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in its operation and the operation of all facilities on the airport, neither it nor any person or organization occupying space of facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.

b. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render to the public any service (including the furnishing or sale of any aeronautical parts, materials, or supplies) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) To furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) To charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; Provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

4. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non-aviation products and supplies or any service of a non-aeronautical nature or to obligate the Sponsor to furnish any particular non-aeronautical service at the Airport.

5. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, or the State, and will not permit any activity or uses thereon which would interfere with its use for airport purposes; Provided that nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; and provided further, that nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

6. Insofar as it is within its power and reasonably possible, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or

growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land. In addition the Sponsor will clear said area or areas of any existing structure or any natural growth that constitutes an obstruction to airspace within the standards established by said Part 77 unless exceptions to or deviations from the aforementioned obligations have been granted to it in writing by the State.

7. The Sponsor will furnish the State with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the State, or may be submitted in such manner as the Sponsor elects as long as the essential data is furnished. The Airport and all Airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments will be made available for inspection and audit by the State, or his duly authorized representative upon reasonable request. The sponsor will furnish to the State a true copy of any such documents.

8. The Sponsor will furnish Utah's Division of Aeronautics on a semi-annual basis a list of all aircraft which have been based at the airport for more than 6 months, out of the last 12 months. The list shall include the aircraft tail numbers with the owner's current name and address.

9. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the State to be eligible to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to ensure that the Airport will be operated and maintained in accordance with these covenants.

10. The Sponsor will keep up to date, by amendment, the attached map of the Airport showing:

- (1) The boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto;
- (2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
- (3) The location of all existing and proposed non-aviation areas and of all existing improvements thereon, including the access road, said attached map, and each amendment,

revision, or modification thereof, shall be subject to the approval of the State which approval shall be evidenced by the signature of a duly authorized representative of the State on the face thereof. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities that might adversely affect the safety, utility, or efficiency of the Airport.

(4) Airport vicinity zoning.

11. Insofar as is within its power and to the extent reasonable, the Sponsor will take action to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

12. The Sponsor will not dispose of, or abandon in any manner, any portion of the Airport shown on the approved map without the written consent of the State.

13. It is understood and agreed that as to the land acquired or to be acquired for future development of the airport, the Sponsor will construct and complete thereon a useful and usable facility consistent with the State Airport System Plan not later than the time of forecasted need; and if the land so acquired or any part thereof, is not used within the forecast period for the purpose for which it was acquired, the Sponsor will refund the State share of acquisition cost or fair market value of the land, whichever is greater, plus the State share of net revenue, at the time of sale or expiration of the period stated in this agreement. It is further understood and agreed that the Sponsor will deposit all net revenues derived from the interim use of the land into a special fund to be used exclusively for approved items of airport development, but in no case may the State share of such funds be used to match State aid funds in future grants. It is still further understood and agreed that the Sponsor will not dispose of the land by sale, lease, or otherwise without the prior consent and approval of the State.

14. The Sponsor will maintain, at its own expense, the following aeronautical use items and activities:

- (1) A standard, mounted windsock for observation of wind direction and velocity from the ground and while airborne together with a standard segmented circle, both in good repair.
- (2) Enforcement of zoning in the vicinity of airports to minimize environmental problems associated with aeronautical uses.
- (3) A current license issued by the State designating the Airport for public use.
- (4) Runway or boundary lights in good repair and on from dusk to dawn of each calendar day.
- (5) The runway, taxiways, and apron in a state of good repair which would include annual crack filling and mowing of vegetation at least 15 feet outside of hard surfaced areas as necessary to maintain a weed height of not more than 12 inches.

(6) The boundary fence, when in place, in a state of good repair.

(7) The main runway, associated taxiway and apron to be cleared of snow as soon as practical after a snowstorm and the airport to remain open for use during these months.

15. It is understood that the State will participate in the amount of grant monies herein mentioned in the engineering estimate or in the herein mentioned per cent share of the actual project cost, whichever is least.

16. In the event the State does not grant monies under this application, the covenants herein mentioned shall not become effective.

17. Sponsor shall have no authorization to bind the State of Utah or the Utah Department of Transportation, or its Aeronautical Operations Division to any agreement, settlement, liability or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.

18. Sponsor hereby agrees to indemnify and save harmless the State of Utah, Utah Department of Transportation, and Aeronautical Operations Division, and their officers, agents, and employees from and against any and all loss, damages, injury, and liability, and any claims therefore, including claims for personal injury or death, damages to personal property and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of this agreement or from the use or operation of the airport improvements and facilities being purchased, constructed or otherwise developed under this agreement.

Part IV - Project Agreement and Acceptance

If the Project or any portion thereof is approved by the State, and State aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the plans and specifications for such development, as approved by the State, and the herein assurances with respect to the Project and the Airport.


IN WITNESS WHEREOF, The parties hereto do hereby ratify and adopt all statements, representatives, warranties, covenants, and agreements contained or referenced herein and do hereby cause this document to be executed in accordance with the terms and conditions here of.

Executed for the Sponsor on: 11/15/2024

(SEAL)

SAN JUAN COUNTY

(Name of Sponsor)

By  _____
Signed by:
6925768F649C410...

Title **Commission Chair**
Jamie Harvey

Attest _____
Lyman Duncan, Recorder

CERTIFICATE OF SPONSOR’S ATTORNEY

I, **Mitchell Maughan**, acting as Attorney for **SAN JUAN COUNTY** (herein referred to as the “Sponsor”) do hereby certify:

That I have examined the foregoing document and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Utah, and further that, in my opinion, said Agreement constitutes a legal and bind obligation of the Sponsor in accordance with the terms thereof.

Dated at _____.

Title **Attorney**

AERONAUTICAL OPERATIONS DIVISION

Director

APPROVED:

Finance

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

Item 9.

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibit discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction. If the State will not be liable for any future commitments, penalties, or liquidated damages.

- 14. SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract. Item 9.
- 15. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
- 16. PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
- 17. DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
- 18. ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
- 19. PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
- 20. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
- 21. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
- 22. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
- 23. FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
- 24. PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).
- 25. CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Additional Terms and Conditions; 3. Contractor Terms and Conditions.

UTAH DEPARTMENT OF TRANSPORTATION**AERONAUTICAL OPERATIONS DIVISION****PROJECT APPLICATION AND GRANT AGREEMENT
FOR STATE AID FOR DEVELOPMENT OF PUBLIC AIRPORTS****Part I - Project Information**

SAN JUAN COUNTY (hereinafter called the “Sponsor”) hereby makes application to the Utah Department of Transportation (hereinafter called the “State”) for a grant of state funds pursuant to Title 72, Chapter 10, Aeronautics Act, for the purpose of aiding in financing an improvement project (hereinafter called the “project”) for the development of the **Cal Black Meml**, (hereinafter called the “Airport”) located in **SAN JUAN**.

It is proposed that the Project consists of the following described airport improvements or development:

Rehabilitate Taxiway A (2024 Design, 2025 Construction)

as shown on the attached map accompanied by a detailed engineering cost estimate showing each item in the Project by description, quantity, unit cost, total cost, engineering and contingencies. [The map will show (1) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed non-aviation areas and of all existing and proposed improvements thereon including the access road; and (4) airport vicinity zoning.] It is understood that the State will approve in writing the project plans and specifications before start of construction.

The estimated total project is **\$397,219.00**. The requested State share is **\$18,610.00 (4.69%)**.

Other governmental agencies granting money to the project are **FAA**.

The Project engineer is intended to be **Jviation (Woolpert)**

The FAA Project No. is **3-49-0055-022-2024** (if applicable)

Part II - Representations

The Sponsor hereby represents and certifies as follows:

1. Legal Authority - The Sponsor has the legal power and authority to :
 - (1) do all things necessary in order to undertake and carry out the Project in conformity with applicable statutes;
 - (2) accept, receive, and disburse grants of funds from the State in aid of the Project;
 - (3) carry out all of the provisions of Parts III and IV of this document.
2. Funds - The Sponsor now has **\$18,610.00** available for use in defraying its share of the Project. The present status of these funds is as follows:

Part III – Sponsor’s Assurances

In consideration for grant monies made available to the airport, the Sponsor hereby covenants and agrees with the State, as follows:

1. The Sponsor will operate the Airport as such for the use and benefit of the public throughout the useful life of the facilities developed under this Project, but in any event for at least ten (10) years from the date hereof. In furtherance of this covenant, (but without limiting its general applicability and effect) the Sponsor specifically agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds, and classes; provided, that the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport; and provided further, that the Sponsor may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary - (a) For safe and efficient use of the Airport; (b) To keep operation activities within acceptable noise levels; To serve the civil aviation needs of the public.

2. The Sponsor covenants and agrees that, unless authorized by the State, it will not either directly or indirectly, grant or permit any person, firm, or corporation the exclusive right at the Airport or at any other Airport now or hereafter owned or controlled by it, to conduct any aeronautical activities, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

3. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in its operation and the operation of all facilities on the airport, neither it nor any person or organization occupying space of facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.

b. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render to the public any service (including the furnishing or sale of any aeronautical parts, materials, or supplies) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) To furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) To charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; Provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

4. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non-aviation products and supplies or any service of a non-aeronautical nature or to obligate the Sponsor to furnish any particular non-aeronautical service at the Airport.

5. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, or the State, and will not permit any activity or uses thereon which would interfere with its use for airport purposes; Provided that nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; and provided further, that nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

6. Insofar as it is within its power and reasonably possible, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or

growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land. In addition the Sponsor will clear said area or areas of any existing structure or any natural growth that constitutes an obstruction to airspace within the standards established by said Part 77 unless exceptions to or deviations from the aforementioned obligations have been granted to it in writing by the State.

7. The Sponsor will furnish the State with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the State, or may be submitted in such manner as the Sponsor elects as long as the essential data is furnished. The Airport and all Airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments will be made available for inspection and audit by the State, or his duly authorized representative upon reasonable request. The sponsor will furnish to the State a true copy of any such documents.

8. The Sponsor will furnish Utah's Division of Aeronautics on a semi-annual basis a list of all aircraft which have been based at the airport for more than 6 months, out of the last 12 months. The list shall include the aircraft tail numbers with the owner's current name and address.

9. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the State to be eligible to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to ensure that the Airport will be operated and maintained in accordance with these covenants.

10. The Sponsor will keep up to date, by amendment, the attached map of the Airport showing:

- (1) The boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto;
- (2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
- (3) The location of all existing and proposed non-aviation areas and of all existing improvements thereon, including the access road, said attached map, and each amendment,

revision, or modification thereof, shall be subject to the approval of the State which approval shall be evidenced by the signature of a duly authorized representative of the State on the face thereof. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities that might adversely affect the safety, utility, or efficiency of the Airport.

(4) Airport vicinity zoning.

11. Insofar as is within its power and to the extent reasonable, the Sponsor will take action to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

12. The Sponsor will not dispose of, or abandon in any manner, any portion of the Airport shown on the approved map without the written consent of the State.

13. It is understood and agreed that as to the land acquired or to be acquired for future development of the airport, the Sponsor will construct and complete thereon a useful and usable facility consistent with the State Airport System Plan not later than the time of forecasted need; and if the land so acquired or any part thereof, is not used within the forecast period for the purpose for which it was acquired, the Sponsor will refund the State share of acquisition cost or fair market value of the land, whichever is greater, plus the State share of net revenue, at the time of sale or expiration of the period stated in this agreement. It is further understood and agreed that the Sponsor will deposit all net revenues derived from the interim use of the land into a special fund to be used exclusively for approved items of airport development, but in no case may the State share of such funds be used to match State aid funds in future grants. It is still further understood and agreed that the Sponsor will not dispose of the land by sale, lease, or otherwise without the prior consent and approval of the State.

14. The Sponsor will maintain, at its own expense, the following aeronautical use items and activities:

- (1) A standard, mounted windsock for observation of wind direction and velocity from the ground and while airborne together with a standard segmented circle, both in good repair.
- (2) Enforcement of zoning in the vicinity of airports to minimize environmental problems associated with aeronautical uses.
- (3) A current license issued by the State designating the Airport for public use.
- (4) Runway or boundary lights in good repair and on from dusk to dawn of each calendar day.
- (5) The runway, taxiways, and apron in a state of good repair which would include annual crack filling and mowing of vegetation at least 15 feet outside of hard surfaced areas as necessary to maintain a weed height of not more than 12 inches.

(6) The boundary fence, when in place, in a state of good repair.

(7) The main runway, associated taxiway and apron to be cleared of snow as soon as practical after a snowstorm and the airport to remain open for use during these months.

15. It is understood that the State will participate in the amount of grant monies herein mentioned in the engineering estimate or in the herein mentioned per cent share of the actual project cost, whichever is least.

16. In the event the State does not grant monies under this application, the covenants herein mentioned shall not become effective.

17. Sponsor shall have no authorization to bind the State of Utah or the Utah Department of Transportation, or its Aeronautical Operations Division to any agreement, settlement, liability or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.

18. Sponsor hereby agrees to indemnify and save harmless the State of Utah, Utah Department of Transportation, and Aeronautical Operations Division, and their officers, agents, and employees from and against any and all loss, damages, injury, and liability, and any claims therefore, including claims for personal injury or death, damages to personal property and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of this agreement or from the use or operation of the airport improvements and facilities being purchased, constructed or otherwise developed under this agreement.

Part IV - Project Agreement and Acceptance

If the Project or any portion thereof is approved by the State, and State aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the plans and specifications for such development, as approved by the State, and the herein assurances with respect to the Project and the Airport.


IN WITNESS WHEREOF, The parties hereto do hereby ratify and adopt all statements, representatives, warranties, covenants, and agreements contained or referenced herein and do hereby cause this document to be executed in accordance with the terms and conditions here of.

Executed for the Sponsor on: 11/15/2024

(SEAL)

SAN JUAN COUNTY

(Name of Sponsor)

By  _____
Signed by:
6925768F649C410...

Title **Commission Chair**
Jamie Harvey

Attest _____
Lyman Duncan, Recorder

CERTIFICATE OF SPONSOR’S ATTORNEY

I, **Mitchell Maughan**, acting as Attorney for **SAN JUAN COUNTY** (herein referred to as the “Sponsor”) do hereby certify:

That I have examined the foregoing document and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Utah, and further that, in my opinion, said Agreement constitutes a legal and bind obligation of the Sponsor in accordance with the terms thereof.

Dated at _____.

Title **Attorney**

AERONAUTICAL OPERATIONS DIVISION

Director

APPROVED:

Finance

EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into this 19th day of November, 2024, by and between San Juan County, a political subdivision of the State of Utah, (“SJC”) and Craig Halls, a member of the Utah State Bar (“Halls”). SJC desires to employ Halls to provide legal services for and on behalf of the County, according to the terms and conditions set forth herein.

1. **Services.** Halls will provide the equivalent of forty (40) hours per week to prosecute misdemeanor and felonies in District Court under the direction of the County Attorney. These services will be provided, as much as possible, in person at the Office of the San Juan County Attorney but it is understood that some hours will be provided remotely.
2. **Title:** Halls will take the position of “Deputy County Attorney”.
3. **Term:** The effective date of this Agreement will be November 15, 2024. This Agreement shall terminate on December 31, 2025 at 12:00 a.m.. This Agreement can be terminated earlier by either party by giving ninety (90) days written notice to the other party at the address listed herein.
4. **Compensation:** As and for the services that Halls agrees to provide, Halls will be compensated at the rate of \$132,000 annually or \$5076.92 per pay period (26 pay periods per year). The first and last pay periods will be pro-rated as may be necessary. At all times hereunder, Halls will be considered to be an independent contractor and will receive a 1099 for his services as opposed to being a W-2 employee. In addition, Halls will not be is not entitled to any benefits normally offered to W-2 employees, including health insurance, retirement benefits, sick leave or vacation leave. Halls will be solely responsible to pay any federal or state income taxes on his income
5. **Policies and Procedures.** Halls agrees to abide by and adhere to all employment policies and procedures adopted by SJC as may be modified for independent contractors and to further abide by The Rules of Professional Conduct as propagated by the Utah State Bar for all attorneys practicing law in the State of Utah.
6. **Outside Work:** SJC acknowledges that Halls has a private practice where he provides legal services throughout the County for a fee. Halls may continue to provide these services provided that they do not material affect his ability to perform hereunder. Halls will provide reasonable efforts to avoid conflicts of interest and to mitigate any conflict as a result of outside work.

7. **Mediation.** In the event of any conflicts between SJC and Halls related to the terms and conditions of this Agreement and each party's conduct hereunder, the parties agree to mediate the conflict, prior to filing a complaint in district court.
8. **Further Performance.** The Parties hereto shall do, undertake, and perform all acts and execute all documents reasonably required to carry out the requirements and intention of this Agreement.
9. **Authority.** Each person executing this Agreement hereby warrants that he/she/it has full and legal authority to execute this Agreement for and on behalf of the respective Parties, and no further approval or consent of any other person is necessary in connection therewith. Further, each person executing this Agreement covenants and represents that the execution of this Agreement is not in contravention of and will not result in a breach of any other agreement, contract, instrument, order, judgment, or decree to which such person is a party.
10. **Electronic Originals.** This Agreement may be executed electronically by the Parties in duplicate originals, each of which shall be considered an original. Electronic copies of this Agreement executed and transmitted by a party shall be binding against such party as an original thereof.
11. **Entire Agreement and Confidentiality.** This Agreement contains the entire understanding of the Parties and supersedes all previous contracts, correspondence, and documentation relating to the subject matter hereof. All prior negotiations, discussions, agreements, and understandings between the Parties are intended to be merged herein. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. This Agreement is meant to be for the Parties hereto only. The terms and conditions of this Agreement shall be confidential and shall not be disclosed to anyone unless agreed to by all Parties. All parties hereto shall not disclose, unless ordered to do so by a court of law, to any person or entity the terms and provisions contained herein.
12. **Assignment.** This Agreement may NOT be assigned.

SIGNATURE PAGE TO FOLLOW

**EMPLOYMENT AGREEMENT
SIGNATURE PAGE**

IN WITNESS WHEREOF, the undersigned executed this Settlement Agreement as of NOVEMBER 19, 2024.

San Juan County Board of Commissioners:

ATTEST

JAMIE HARVEY – Commission Chairman

LYMAN DUNCAN – SAN JUAN COUNTY CLERK

Attorney:

CRAIG HALLS

San Juan County
BOE #6 November 19, 2024

1 Name: M. Camberlango

RE: Home on wrong parcel

Parcel number	Present Value	Proposed 2024 Value
00034002011A	\$257,774	\$0

2 Name: T. Eyman

RE: Home placed on correct parcel

Parcel number	Present Value	Proposed 2024 Value
00034002011B	\$0	\$257,774

3 Name: V. Ellis

RE: Incorrect Valuation of home.

Parcel number	Present Value	Proposed 2024 Value
28S25E315400	\$200,201	\$120,000

4 Name: M. Sisti

RE: Incorrect Valuation of home and remove rollback tax.

Parcel number	Present Value	Proposed 2024 Value
1120000050	\$382,934	\$85,347
1120000050	\$5,555	\$0

5 Name: J. Ivans

RE: Place all land in Greenbelt and remove rollback tax.

Parcel number	Present Value	Proposed 2024 Value
36S22E264800	\$259	\$0

6 Name: West Peak Real Estate LLC

RE: Change to Primary Residential

Parcel number	Present Value	Proposed 2024 Value
A0014000003B	\$116,665	\$116,665