CITY COUNCIL MEETING

Notice is hereby given that the City Council will hold a City Council meeting at **7:00 pm, on Wednesday, February 7, 2024,** in the City Council Chambers **at 38 West Center Street.**

AGENDA

1. Roll Call
2. Invocation/Inspirational Thought
3. Pledge of Allegiance
4. Public Forum (Public comments may be delivered in person at the meeting or submitted to the City Recorder prior to 5:00 pm on the meeting date for presentation to the City Council)
5. Minutes –
   a. February 21st Regular Council Meeting — Pgs 2-6
6. Bills for period ending March 1, 2024, totaling $415,356.43 — Pgs 7-12
7. Bids Awards, Recognitions, and Appointments
   a. Ratification of Archaeological Services Award — Pgs 13-18
8. New Business
   a. Discussion and Possible Action Regarding Clock Tower Enhancements — Pgs 19-22
9. Previous Businesses
   a. Discussion and Possible Action: Sale of Property at 151 South Main Street — Pg 23
   b. Discussion and Possible Action: Sale of City Owned Property near Peacock Springs — Pg 24
10. Ordinances and Resolutions
    a. Ordinance 2024-03 Regarding RC Zone and other Land Use Regulation Changes — Pgs 25-51
11. Reports of Officers, Staff, Boards and Committees
12. Reports by Mayor and Council Members
13. EXECUTIVE SESSION (May be called to discuss the character, professional competence, or physical or mental health of an individual)
14. EXECUTIVE SESSION (May be called to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property)
15. Adjournment

ADA NOTICE

If you are planning to attend this Public Meeting and due to a disability need assistance in understanding or participating in the meeting, please notify the City Office ten or more hours in advance and we will, within reason, provide what assistance may be required.

CERTIFICATE OF MAILING/POSTING

The undersigned duly appointed City Recorder for the municipality of Gunnison City hereby certifies that a copy of the foregoing Notice and Agenda was e-mailed to the Gunnison Gazette, Gunnison, UT, 84634, posted on www.gunnisoncity.org, as well as posted on the State of Utah's Public Notice Website.

BY: _____

Valerie Andersen, City Recorder

City Council Meeting

February 21st, 2024

City Council Chambers, 38 West Center

7 P.M. Councilor Crane opened the meeting.

Roll Call:

Donald Childs, Shawn Crane, Stella Hill, Robert Andersen

Invocation/Inspirational Thought:

Given by Stella Hill

Pledge of Allegiance:

Led by Shawn Crane

Mayor Nay arrived.

Public Forum:

Carlton Jensen stated that he has always loved the sign that is in the park when you drive into Gunnison. He thinks that it would be a tragedy for Gunnison to get rid of it. He thinks that money could be better spent on fixing the current sign.

Denise Croft strongly opposes the sign; she thinks that amount of money would be better spent on maintaining the current sign. She stated that it is unique and adds character to Gunnison.

Public Hearing – Lead Service Line Survey:

Councilor Hill made the motion to open the public hearing, Councilor Andersen seconded the motion.

Roll Call:
Childs: Yes, Crane: Yes, Hill: Yes, Andersen: Yes

Kelly Chappell with Ensign engineering is the engineer on the project. The EPA is requiring Cities to identify the material that all residents' laterals are made from coming into their homes from the water meter. The EPA wants to identify all lead services throughout the Country. The City sent out a letter to all the residents to try and collect this data through a survey. He stated that this is the first step, if they need to go around to resident's homes, they will do that as well. He said that they are unaware of what the next step will be after the data is collected. Brandon

Murphy asked if they would be ok to look in where the water meter is. JD Bunnell stated that he would be happy to come look at it with him, he said he isn't sure if they will be able to see what the connection is by looking at the meter. JD stated that they can go to homes and help identify if the resident is unable. The EPA stated that any home built after 1989-90 is not a concern, so if a resident knows when their home was built that is helpful. The City asked that residents get the info in by February 29th. Carlton Jensen made a comment that he couldn't get the QR code to work. Kelly stated that he would send the direct link to Valerie and asked her to push it out on social media. Debbie Greener stated that her line is under her home in a crawl space, and she can't go under there. JD stated that that they will come around and look when a resident is unable to.

Councilor Crane made the motion to close the public hearing, Councilor Childs seconded the motion.

Roll Call:
Childs: Yes, Crane: Yes, Hill: Yes, Andersen: Yes

Reports of Officers, Staff, Boards and Committees

Tarr Canyon Well Project Funding:

City Administrator Dennis Marker addressed the council. During the January 21 budget work session, the Council requested that scenarios for funding the Tarr Canyon well be brought back to the Council for consideration. Assumptions: 1) The State DFCM will provide $5.5 million, over two years toward the project. Jim Russell, Director of DFCM, has confirmed that the money is reserved and DFCM will enter into an agreement with the city to solidify the expenditure toward the well project. 2) CIB will not contribute additional funds. CIB granted Gunnison $175,000 to assist with preliminary planning and environmental work. At the same meeting, CIB instituted a moratorium on new applications for funding. 3) Gunnison contributes a total of $1 million of reserve funds toward the well. Gunnison already spent $800,000 toward test wells and has committed to matching the CIB grant for a total expenditure of $975,000. Depending on financing terms, a portion of the city's costs could be eligible for reimbursement or disregarded as a project match. 4) Total project cost is $16,000,0000 which includes the purchase of additional water rights. 5) Based on area MAGI, Gunnison does not qualify for DWR term adjustments or rate modifications Scenarios: Scenario Pros Cons A: USDA RD Finances remainder of project. 1. 25% of financed funds will be in grant ($2.3M) 2. Least impact on consumer fees with water rights 3. Includes water right acquisition 1. Requires 40-year term. 2. Results in over $5M interest 3. "Federalizes" the project, which potentially adds 25% to project costs. B: Utah Department of Water Resources finances remainder of project 1. Shorter Payoff period 2. Non-Federal Project 3. Least impact on consumer fees. 1. Shorter Payoff period requires higher annual payment. 2. No Grant 3. The State will not finance water right purchase. 4. Additional

financing or rate increases to acquire water rights. C: Combination of A and B 1. Can limit federal impact while taking advantage of grant and water rights funding. 1. Slightly higher impact on consumer fees.

Public Forum:

Casey Dyreng with the Gunnison Valley Hospital Board addressed the council. The hospital currently has a lot of projects. He stated that they are financially stable. He said they are putting in a new clinic in Salina, he stated 1/3 of the hospital's patients come from Sevier County. They have a clinic in Manti that is almost finished. They are also adding a new wing for MRI machine, they are hoping to break ground in the next few months. $500,000 worth of charity donations were made last year. They are also going to be having a full-time general surgeon starting this summer.

JD Bunnell: Sewer project is wrapping up; the crack seal was finished on Monday.

Gary Keddington: The State allocated additional money for B&C roads funds and Gunnison received an additional $153,000.

Mayor Nay: Went over the council assignments.
Mayor Lori Nay: public relations, budget/financial health, employees, master planning, funding opportunities, police. Robert Andersen: Airport, cultural arts/historic preservation, equipment, recreation, sewer, culinary water. Donald Childs: animal control, streetlights, courts, pressurized irrigation, storm drainage. Shawn Crane: economic development, fair park, city hall, seniors, streets and sidewalks. Stella Hill: Beautification, park, cemetery, library, youth city council, Christmas lights. Mike Wanner: fire department, emergency management, trails/g-hill, riverwalk, 4th of July, swimming pool.

Shawn Crane: received a bid for $11,720.00 to upgrade the clock tower. He stated that it will all be done remotely from City Hall. He will bring this to the next council meeting for approval.

Minutes

February 7 Regular Council Meeting:

Council Andersen made the motion to approve the minutes for the February 7th, 2024, regular council meeting, Councilor Childs seconded the motion.

Roll Call:
Childs: Yes, Shawn: abstain, Hill: abstain, Andersen: Yes, Mayor Nay: Yes, to break the tie.

Bills for period ending February 16, 2024, totaling $269,867.09:

Council Crane made the motion to approve the bills for the period ending February 16, 2024, totaling $269,867.09, Councilor Andersen seconded the motion.

Roll Call:
Childs: Yes, Crane: Yes, Hill: Yes, Andersen: Yes

New Business

Discussion and Possible Action Regarding New Community Identification Sign at Park:

The City Council has been discussing a new community sign at the northeast corner of the city park since 2021. The council discussed the need to replace the sign and have something that looks nicer. Mayor Nay stated that this was put into the budget this year. They went over the design from Yesco. They also stated that they are planning on refurbishing the current sign and displaying it somewhere in City Hall. They decided that they would like to add "Progress with Purpose" to the sign.

Councilor Crane made the motion to approve the Yesco contract for the Community Sign with the added change; "Progress with Purpose" Councilor Andersen seconded the motion.

Roll Call:
Childs: Yes, Crane: Yes, Hill: Yes, Andersen: Yes

Councilor Crane made the motion to go into executive session to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease or real property, Councilor Childs seconded the motion.

Roll Call:
Childs: Yes, Crane: Yes, Hill: Yes, Andersen: Yes

9:05 P.M. council came out of executive session.

Adjournment:

Councilor Crane made the motion to adjourn, Councilor Hill seconded the motion.

Roll Call:
Childs: Yes, Wanner: Yes, Crane: Yes, Hill: Yes, Andersen: Yes

_____ Approval Date: March 6th, 2024

Lori Nay, Mayor

Attest:

_____

Valerie Andersen, City Recorder

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-2150							
4019	DYLAN HANSEN	2024.02.11	PAYROLL- DIRECT DEPOSIT RE	02/11/2024	177.15	177.15	03/01/2024
3994	MASON HANSEN	2024.02.11	PAYROLL- DIRECT DEPOSIT CA	02/11/2024	103.32	103.32	03/01/2024
	Total 10-2150:				280.47	280.47	
10-2221							
4009	IRS	2024.02.11	EFTPS PAYMENT 01/29/2024-02/	02/11/2024	4,384.54	4,384.54	02/27/2024
4009	IRS	2024.02.25	EFTPS PAYMENT 02/12/24-02/25	02/25/2024	5,199.94	5,199.94	02/29/2024
	Total 10-2221:				9,584.48	9,584.48	
10-2225							
3570	UTAH RETIREMENT SYSTEMS	2024.02.11	LIABILITIES-RETIREMENT PAYA	02/11/2024	498.59	498.59	02/27/2024
3570	UTAH RETIREMENT SYSTEMS	2024.02.25	LIABILITIES-RETIREMENT PAYA	02/25/2024	3,622.93	3,622.93	02/29/2024
	Total 10-2225:				4,121.52	4,121.52	
10-2231							
4003	PEHP FLEX	2023	2023 CONTRIBUTION CATCH U	02/01/2024	942.32	942.32	03/01/2024
4003	PEHP FLEX	2024.02.11	1/29/24-2/11/24 FLEX PAYMENT	02/11/2024	180.00	180.00	03/01/2024
4003	PEHP FLEX	2024.02.25	02/12/24-2/25/24 FLEX PAYMEN	02/25/2024	180.00	180.00	03/01/2024
2390	PEHP LTD PROGRAM	2024.02.11	LIABILITIES-1/29/24-2/11/24	02/11/2024	74.23	74.23	02/27/2024
2385	PUBLIC EMPLOYEES HEALTH	2023.02	LIABILITIES-FEBRUARY 2024	02/01/2024	12,353.50	12,353.50	03/01/2024
2385	PUBLIC EMPLOYEES HEALTH	2024.03	LIABILITIES-MARCH 2024	03/01/2024	12,370.36	12,370.36	03/01/2024
2385	PUBLIC EMPLOYEES HEALTH	2024.123	LIABILITIES-LIFE JANUARY, FEB	02/28/2024	262.16	262.16	03/01/2024
	Total 10-2231:				26,362.57	26,362.57	
10-2232							
2390	PEHP LTD PROGRAM	2024.02.25	LIABILITIES-2/12/24-2/25/24	02/25/2024	75.86	75.86	02/29/2024
	Total 10-2232:				75.86	75.86	
10-2243							
3545	UTAH LOCAL GOVERNMENTS T	2023.03	WORKERS COMP-MARCH 2024	03/10/2024	348.84	348.84	02/29/2024
	Total 10-2243:				348.84	348.84	
10-35-10							
4020	TAYLOR ANDERSON	2024.02.26	COURT- BAIL/BOND REFUND	02/26/2024	175.00	175.00	03/01/2024
	Total 10-35-10:				175.00	175.00	
10-41-21							
3839	STATE BANK OF SOUTHERN UT	2024.01	ZOOM	02/01/2024	15.99	15.99	03/01/2024
	Total 10-41-21:				15.99	15.99	
10-41-22							
3839	STATE BANK OF SOUTHERN UT	2024.01	EL MEX	02/01/2024	228.21	228.21	03/01/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-41-22:					228.21	228.21	
10-41-23							
4018	DONALD CHILDS	2024.02	RURAL WATER- PER DIEM	02/26/2024	106.00	106.00	02/26/2024
4018	DONALD CHILDS	2024.02	RUAL WATER- MILEAGE	02/26/2024	245.52	245.52	02/26/2024
4018	DONALD CHILDS	2024.02	MILEAGE FIX	02/26/2024	2.48	2.48	02/26/2024
Total 10-41-23:					354.00	354.00	
10-41-31							
1070	ETJ LAW,INC.	2687	COUNCIL	02/09/2024	570.17	570.17	03/01/2024
Total 10-41-31:					570.17	570.17	
10-42-24							
780	COPY STATION	5321	COURT- VINYL	02/10/2024	6.00	6.00	03/01/2024
Total 10-42-24:					6.00	6.00	
10-43-11							
1064	ERIC HAMMER	2023	PLANNING AND ZONING 1 MEE	02/28/2024	25.00	25.00	03/01/2024
3922	HOLLY BOWN	2023	PLANNING AND ZONING 2023 1	02/28/2024	250.00	250.00	03/01/2024
1710	JORGEN JENSEN	2023	PLANNING AND ZONING- 1 MEE	02/28/2024	25.00	25.00	03/01/2024
Total 10-43-11:					300.00	300.00	
10-49-21							
3839	STATE BANK OF SOUTHERN UT	2024.01	TEXT BILLING	02/01/2024	53.18	53.18	03/01/2024
Total 10-49-21:					53.18	53.18	
10-49-23							
3839	STATE BANK OF SOUTHERN UT	2024.01	PARKWHIZ	02/01/2024	6.00	6.00	03/01/2024
3839	STATE BANK OF SOUTHERN UT	2024.01	EXPEDIA	02/01/2024	124.07	124.07	03/01/2024
Total 10-49-23:					130.07	130.07	
10-49-24							
2555	RASMUSSEN'S ACE HARDWAR	2024.01	ADMIN-FINANCE CHARGE	02/10/2024	9.78	9.78	03/01/2024
3839	STATE BANK OF SOUTHERN UT	2024.01	VISTAPRINT- VAL BUSINESS CA	02/01/2024	35.74	35.74	03/01/2024
Total 10-49-24:					45.52	45.52	
10-49-33							
3839	STATE BANK OF SOUTHERN UT	2024.01	RECORDER- VAL EXCEL TRAINI	02/01/2024	249.00	249.00	03/01/2024
3839	STATE BANK OF SOUTHERN UT	2024.01	RECORDER- VAL 1099 TRAININ	02/01/2024	209.00	209.00	03/01/2024
Total 10-49-33:					458.00	458.00	
10-51-25							
2555	RASMUSSEN'S ACE HARDWAR	2024.01	SHOP	02/10/2024	21.16	21.16	03/01/2024
2555	RASMUSSEN'S ACE HARDWAR	2024.01	BUILDING	02/10/2024	377.95	377.95	03/01/2024
Total 10-51-25:					399.11	399.11	
10-51-26							
1140	MOUNTAIN ALARM FIRE	4377147	CITY HALL- MARCH 2024	03/01/2024	59.00	59.00	03/01/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2555	RASMUSSEN'S ACE HARDWAR	2024.01	CITY HALL	02/10/2024	8.72	8.72	03/01/2024
2555	RASMUSSEN'S ACE HARDWAR	2024.01	CITY HALL	02/10/2024	1.89	1.89	03/01/2024
Total 10-51-26:					69.61	69.61	
10-51-29							
2685	ROCKY MOUNTAIN POWER	2024.01	CITY HALL- 66589636-002 1	02/01/2024	2,172.85	2,172.85	03/01/2024
Total 10-51-29:					2,172.85	2,172.85	
10-52-29							
2685	ROCKY MOUNTAIN POWER	2024.01	SHOP	02/01/2024	492.95	492.95	03/01/2024
Total 10-52-29:					492.95	492.95	
10-56-42							
1063	ENSIGN	109329	8074S GUNNISON CITY BIKE PA	02/22/2024	9,572.49	9,572.49	03/01/2024
Total 10-56-42:					9,572.49	9,572.49	
10-60-29							
2685	ROCKY MOUNTAIN POWER	2024.01	STREETS	02/01/2024	2,129.63	2,129.63	03/01/2024
2685	ROCKY MOUNTAIN POWER	2024.02	STREETS	02/29/2024	423.95	423.95	03/01/2024
Total 10-60-29:					2,553.58	2,553.58	
10-60-62							
2685	ROCKY MOUNTAIN POWER	2024.02.07	STREETS- STREETLIGHT	02/07/2024	7,502.20	7,502.20	02/26/2024
Total 10-60-62:					7,502.20	7,502.20	
10-60-63							
1063	ENSIGN	109330	8074P GUNNISON CITY INDUST	02/22/2024	3,010.00	3,010.00	03/01/2024
4006	HP EXCAVATING, INC	002	INDUSTRIAL PARK- SEWER LIN	02/27/2024	211,432.28	211,432.28	03/01/2024
Total 10-60-63:					214,442.28	214,442.28	
10-61-25							
2550	RASMUSSEN EXCAVATION L.L.	3298	STREETS-CRACK SEALING	02/19/2024	44,000.00	44,000.00	03/01/2024
Total 10-61-25:					44,000.00	44,000.00	
10-70-29							
2685	ROCKY MOUNTAIN POWER	2024.01	PARKS/CEMETERY	02/01/2024	747.28	747.28	03/01/2024
Total 10-70-29:					747.28	747.28	
10-70-51							
4017	YESCO	PRY-51704	PARK- DOWN PAYMENT FOR SI	02/16/2024	55,505.17	55,505.17	02/26/2024
Total 10-70-51:					55,505.17	55,505.17	
10-75-21							
3839	STATE BANK OF SOUTHERN UT	2024.01	LIBRARY- KINDLE	02/01/2024	35.97	35.97	03/01/2024
Total 10-75-21:					35.97	35.97	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-75-23							
3839	STATE BANK OF SOUTHERN UT	2024.01	LIBRARY- HILTON	02/01/2024	1,380.19	1,380.19	03/01/2024
Total 10-75-23:					1,380.19	1,380.19	
10-75-24							
2555	RASMUSSEN'S ACE HARDWAR	2024.01	LIBRARY	02/10/2024	8.99	8.99	03/01/2024
Total 10-75-24:					8.99	8.99	
10-75-74							
2555	RASMUSSEN'S ACE HARDWAR	2024.01	CITY HALL	02/10/2024	17.62	17.62	03/01/2024
2555	RASMUSSEN'S ACE HARDWAR	2024.01	CITY HALL	02/10/2024	15.17	15.17	03/01/2024
2555	RASMUSSEN'S ACE HARDWAR	2024.01	CITY HALL	02/10/2024	11.18	11.18	03/01/2024
Total 10-75-74:					43.97	43.97	
10-76-30							
2685	ROCKY MOUNTAIN POWER	2024.01	RODEO	02/01/2024	32.91	32.91	03/01/2024
Total 10-76-30:					32.91	32.91	
10-76-35							
570	CENTERFIELD CITY	2024.02	RAP TAX- FEBRUARY 2024	02/01/2024	3,704.79	3,704.79	03/01/2024
Total 10-76-35:					3,704.79	3,704.79	
10-78-29							
2685	ROCKY MOUNTAIN POWER	2024.01	AIRPORT	02/01/2024	606.76	606.76	03/01/2024
Total 10-78-29:					606.76	606.76	
21-40-22							
3996	CINTAS CORPORATION	5197239283	POOL- HARD SERFACE DISINF	02/12/2024	13.88	13.88	03/01/2024
Total 21-40-22:					13.88	13.88	
21-40-24							
780	COPY STATION	5321	POOL- COLOR COPIES, VINYL	02/10/2024	59.25	59.25	03/01/2024
Total 21-40-24:					59.25	59.25	
21-40-29							
2685	ROCKY MOUNTAIN POWER	2024.01	POOL	02/01/2024	2,825.82	2,825.82	03/01/2024
Total 21-40-29:					2,825.82	2,825.82	
21-40-30							
2505	DOMINION ENERGY	2024.01.69072	POOL- JANUARY 2024	01/25/2024	8,639.76	8,639.76	03/01/2024
Total 21-40-30:					8,639.76	8,639.76	
21-40-40							
2555	RASMUSSEN'S ACE HARDWAR	2024.01	POOL	02/10/2024	13.13	13.13	03/01/2024
Total 21-40-40:					13.13	13.13	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
22-40-22							
3065	SOUTH SANPETE PACK	2024.1	FIRE- STEAK DECEMBER 2023	02/01/2024	237.88	237.88	03/01/2024
3065	SOUTH SANPETE PACK	2024.1	FIRE- STEAK OCTOBER 2023	02/01/2024	255.87	255.87	03/01/2024
3065	SOUTH SANPETE PACK	2024.1	FIRE- YEAR END CHRISTMAS P	02/01/2024	405.92	405.92	03/01/2024
3065	SOUTH SANPETE PACK	2024.1	FIRE- STEAK JANUARY 2024	02/01/2024	274.17	274.17	03/01/2024
Total 22-40-22:					1,173.84	1,173.84	
22-40-29							
2685	ROCKY MOUNTAIN POWER	2024.01	FIRE	02/01/2024	60.80	60.80	03/01/2024
Total 22-40-29:					60.80	60.80	
22-40-61							
4008	ALISHA SAULTER	2024.01	FIRE- SWEATERS & BEANIES	01/16/2024	1,212.00	1,212.00	03/01/2024
Total 22-40-61:					1,212.00	1,212.00	
22-40-66							
1140	MOUNTAIN ALARM FIRE	4377147	FIRE- MARCH 2024	03/01/2024	53.50	53.50	03/01/2024
Total 22-40-66:					53.50	53.50	
22-40-67							
3839	STATE BANK OF SOUTHERN UT	2024.01	FIRE- WINTER FIRE SCHOOL	02/01/2024	1,866.60	1,866.60	03/01/2024
3625	UTAH VALLEY UNIVERSITY	A28872	FIRE- WINTER FIRE SCHOOL 20	02/16/2024	360.00	360.00	03/01/2024
Total 22-40-67:					2,226.60	2,226.60	
50-40-24							
3839	STATE BANK OF SOUTHERN UT	2024.01	SANPETE RECORDERS OFFIC	02/01/2024	12.50	12.50	03/01/2024
3839	STATE BANK OF SOUTHERN UT	2024.01	AMS SERVICE FEE	02/01/2024	1.50	1.50	03/01/2024
Total 50-40-24:					14.00	14.00	
50-40-25							
2555	RASMUSSEN'S ACE HARDWAR	2024.01	SHOP	02/10/2024	10.77	10.77	03/01/2024
Total 50-40-25:					10.77	10.77	
51-81-21							
3839	STATE BANK OF SOUTHERN UT	2024.01	WATER- CROSS CONNECTION	02/01/2024	150.00	150.00	03/01/2024
Total 51-81-21:					150.00	150.00	
51-81-23							
1631	JD BUNNELL	2024.02	RURAL WATER CONFERENCE	02/24/2024	158.00	158.00	02/26/2024
3730	WYATT SCOTT	2024.02	RURAL WATER- MILAGE REIMB	02/21/2024	248.00	248.00	02/26/2024
3730	WYATT SCOTT	2024.02	RURAL WATER- PER DIEM	02/21/2024	158.00	158.00	02/26/2024
Total 51-81-23:					564.00	564.00	
51-81-25							
780	COPY STATION	5321	WATER- LABEL SHEETS	02/10/2024	27.50	27.50	03/01/2024
2405	PETERSON PLUMBING SUPPLY	3204152	WATER- BOLT AND GASKET PA	02/22/2024	130.32	130.32	03/01/2024
2555	RASMUSSEN'S ACE HARDWAR	2024.01	SHOP	02/10/2024	6.28	6.28	03/01/2024
3839	STATE BANK OF SOUTHERN UT	2024.01	WATER- GARBAGE BAGS	02/01/2024	127.58	127.58	03/01/2024
3839	STATE BANK OF SOUTHERN UT	2024.01	VISTAPRINT- JD BUSNESS CAR	02/01/2024	35.75	35.75	03/01/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 51-81-25:					327.43	327.43	
51-81-29							
2685	ROCKY MOUNTAIN POWER	2024.01	WATER	02/01/2024	10,926.98	10,926.98	03/01/2024
Total 51-81-29:					10,926.98	10,926.98	
51-81-31							
3839	STATE BANK OF SOUTHERN UT	2024.01	ULCT	02/01/2024	450.00	450.00	03/01/2024
Total 51-81-31:					450.00	450.00	
51-82-29							
2685	ROCKY MOUNTAIN POWER	2024.01	SEWER	02/01/2024	253.69	253.69	03/01/2024
Total 51-82-29:					253.69	253.69	
Grand Totals:					415,356.43	415,356.43	

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Paid and unpaid invoices included.

Memorandum

To: Mayor Nay and City Council
From: Dennis L. Marker, City Administrator
Date: March 1, 2024
Re: Ratification of Archaeological Services Award

As part of on-going work with the State Institutional Trust Lands Administration (SITLA) to develop a premier trails area on G Hill, SITLA is requiring that we conduct an archaeological investigation of additional areas to be used for bike races and trails construction. After advertising for professional service providers, the city received responses from three companies: Montgomery Archaeological Consultants, Wilson and Company, and Transcon Environmental.

Based on their years of experience and projects related specifically to mountain bike trail corridor studies, it is recommended that the city contract with Montgomery Archaeological Consultants of our project. **The contract amount for their services is a NOT TO EXCEED amount of $14,181.50.** A copy of the contract is attached hereto.

To expedite getting the work started, City Administration executed the contract after consultation with the Mayor and council members. It is now appropriate that the Council formally ratify this action since the contract amount exceeds the City Managers spending authority of $10,000.

Recommended Motion:
I move to ratify the execution of the contract with Montgomery Archaeological Consultants for survey of the G Hill trails and recreation area. The contract amount is not to exceed $14,181.50.

Project Note:
A literature review of studies pertaining to the G Hill area found that 40% of the G hill trail systems to be surveyed under this contract scope have already been studied. The final contract amount will be adjusted based on the reduced survey work needed.

GENERAL CONTRACT FOR SERVICES

This Contract for Services is made effective as of February 20, 2024, by and between Gunnison City of 38 West Center, Gunnison, UT 84634, and Montgomery Archaeological Consultants, Inc. ("MOAC") of 322 East 100 South, Moab, Utah 84532.

1. DESCRIPTION OF SERVICES. Beginning on February 20, 2024, MOAC will provide to Gunnison City the following services (collectively, the "Services")

Class III cultural resource survey of a mountain biking recreation area on lands leased from SITLA consisting of roughly 40 acres of block survey, roughly 8.4 miles of bike trails (50-ft survey corridors), and roughly 1 mile of roads (100-ft corridors) in Township 19 South, Range 1 East, Sections 7, 8, 17, and 18. The survey is funded by the state Recreation Trails Program.

2. PAYMENT. Payment shall be made to Montgomery Archaeological Consultants, Inc., Moab, Utah 84532, in the amount of *up to* $14,181.50 upon completion of the services described in this Contract. ***MOAC understands that portions of the area have been recently surveyed. MOAC will deduct the time saved by not having to survey that area from the cost estimate provided. The previously surveyed area is not yet known, but will be determined as part of MOAC's pre-fieldwork due diligence.***

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 1.5 percent per year, or the maximum percentage allowed under applicable Utah laws, whichever is less.

Gunnison City shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if Gunnison City fails to pay for the Services when due, MOAC has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or seek legal remedies.

If more than 12 archaeological sites are identified, each site over 12 will be billed at time and materials to cover fieldwork and administrative costs.

3. TERM. This Contract will terminate automatically upon completion by MOAC of the Services required by this Contract.

4. CONFIDENTIALITY. MOAC, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of MOAC, or divulge, disclose, or communicate in any manner, any information that is proprietary to Gunnison City. MOAC and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by Gunnison City of these confidentiality obligations which allows MOAC to disclose Gunnison City confidential information to a third party will be limited to a single occurrence tied to a specific information

disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Upon termination of this Contract, MOAC will return to Gunnison City all records, notes, documentation and other items that were used, created, or controlled by MOAC during the term of this Contract.

5. INDEMNIFICATION. MOAC agrees to indemnify and hold Gunnison City harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Gunnison City that result from the acts or omissions of MOAC and/or MOAC's employees, agents, or representatives.

6. WARRANTY. MOAC shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in MOAC's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to MOAC on similar projects.

7. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

a. The failure to make a required payment when due.

b. The insolvency or bankruptcy of either party.

c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application for sale for or by any creditor or government agency.

d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

8. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the effective date of such notice to cure the default(s). Unless waiving in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

9. FORCE MAJEURE. If performance of this Contract of any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include,

without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

10. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

11. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

12. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

13. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

14. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Utah.

15. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

17. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

18. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written. Dennis L. Marker for Gunnison City, and Jody J. Patterson for Montgomery Archaeological Consultants, Inc., effective as of the date first above written.

Service Recipient:
Gunnison City

By: _____ 2-22-2024
Dennis L. Marker

Service Provider:
Montgomery Archaeological Consultants, Inc.

By: _____
Jody J. Patterson

Project: G-Hill Bike Trail Cost Estimate

COST ESTIMATE

Category		Rate	Hours/Days/Mileag	Total
Fieldwork				
	PI	$120.00	2	$240.00
	PMA	$90.00	4	$360.00
	Proj. Arch	$80.00	80	$6,400.00
	GIS	$80.00	8	$640.00
	Per Diem	$165.00	8	$1,320.00
	*Mileage	$0.65	710	$461.50
			Subtotal	**$9,421.50**
Report Prep				
	PI	$120.00	2	$240.00
	PMA	$90.00	4	$360.00
	Proj. Arch	$80.00	40	$3,200.00
	GIS	$80.00	12	$960.00
			Subtotal	**$4,760.00**
			TOTAL	**$14,181.50**

NOTE: This cost estimate assumes that 12 site(s) will be identified and recorded. If more than 12 sites are identified, time and materials (T&M) will be billed in addition to the cost estimate above.

NOTE: **MOAC understands that portions of the area have been recently surveyed. MOAC will deduct the time saved by not having to survey that area from the cost estimate provided. The previously surveyed area is not yet known, but will be determined as part of MOAC's pre-fieldwork due diligence.**

Memorandum

To: Mayor Nay and City Council
From: Dennis L. Marker, City Administrator
Date: March 1, 2024
Re: Plaza Clock Tower Enhancements

Councilor Crane has been working to find a solution to problems with the clock tower in the city plaza at Center Street and Main Street. There have been issues with the clock not reading the correct time, having to physically access clock mechanisms to correct the time and set chime elements, and there is a desire to utilize more of the potential functions of the clock tower, such as emergency alerts, without having to physically be on the plaza property.

A bid was received for $11,720 to install the necessary hardware and software at city hall to address concerns with the tower. The bid is considered a sole source item since it comes from the manufacturer of the clock tower.

Action Needed:
Because the purchase amount exceeds $10,000 it must be approved by the Council.

Recommended Motion:
I move to approve purchase of the Verdin clock tower enhancements for the amount of $11,720 and authorize the Mayor to execute the contracts for the purchase.

VERDIN SUPREME TOUCH CARILLON ORDER FORM

THE VERDIN COMPANY
444 READING ROAD - CINCINNATI, OHIO - 45202
TOLL FREE: 800-543-0488 | FAX: 513-241-1855 | VERDIN.COM

DATE: **February 19, 2024**

SOLD TO: **City of Gunnison**
CONTACT: **Shawn Crane**
ADDRESS:
CITY:
STATE: ZIP:
TELEPHONE: FAX:
E-MAIL

INSTALL AT: **City of Gunnison**
CONTACT: **Shawn Crane**
ADDRESS: **38 West Center**
CITY: **Gunnison**
STATE: **UT** ZIP: **84634**
TELEPHONE: **(435)979-0656** FAX: **(435)528-7958**
E-MAIL: **sbcrane60@gmail.com**

		QTY.	NOTES
UNIT INFORMATION			
MODEL	**Verdin Supreme Touch Digital Carillon with Cloud Router**	**1**	**Includes Computer/LAN Interface and MP3 Capability**
AMPLIFIER			**Verdin Cloud Router for Remote Phone/Tablet App**
EXTERIOR SPEAKER			
INTERIOR SPEAKER			
DRIVERS			
SPEAKER FRAME			
REMOTE CONTROL			
ENCLOSURE			
MUSIC			
MUSIC CARD TYPE	**Secular/Civic**		
CUSTOM MUSIC			
OTHER OPTIONS/EQUIPMENT			
61-NOTE TOUCH SENSITIVE MUSICAL KEYBOARD			
ORGAN INTERFACE			
OTHER INPUT			
BELL/CLOCK CONTROL INTERFACE	**Tower Clock Control Interface**	**1**	
GLOBAL POSITIONING SYSTEM			
OTHER EQUIPMENT			
OTHER EQUIPMENT			
OTHER EQUIPMENT			

BELL SHELLS

Size	Qty.	Size	Qty.
39"		16"	
28"		13"	
21"		10"	
18"			

CLAPPER PIPE DROP

INSTALLATION	**Customer Installation**		**For installation by customer, Verdin will provide operator's manual, wiring diagrams, and telephone support if necessary.**
FREIGHT	**FREIGHT INCLUDED - FOB Verdin Factory**		
ESTIMATED SHIP DATE	**~ 8 weeks from receipt of order and deposit**		
	All delivery dates subject to final acceptance by The Verdin Co.		

		"X" Below To Accept Option	Option Cost	****PRICING GOOD FOR 60 DAYS****	
Option #1				SUBTOTAL (***excluding tax***)*	**$11,720.00**
Option #2				**EST. TAXES (actual taxes added to final invoice)**	
Option #3				**50% DEPOSIT DUE WITH ORDER***	**$5,860.00**
Specify Other Payment Terms Below				**BALANCE DUE UPON SHIPMENT***	**$5,860.00**
				***Add cost of accepted options to total purchase price and deposit. Purchaser responsible for all taxes.**	

Purchaser
Sales Representative **Sarah Utley**

Authorized Signature
By signing, Purchaser acknowledges that it has read and accepted the attached Additional Terms & Conditions which are incorporated into this Order.

Signature
Order not binding until signed by authorized Verdin representative.

Title Date

Date 2/19/2024

ADDITIONAL TERMS AND CONDITIONS - INITIAL RECEIPT:_____

1. **PURCHASE PRICE AND PAYMENT TERMS**. The total purchase price paid by Purchaser under this Agreement shall be the amount shown on the Order Form plus the price of any Options accepted by Purchaser (the Purchase Price). Payment by Purchaser to Verdin for the Products specified on the Order Form (the Products) shall be made in U.S. dollars. Unless otherwise agreed to by the parties, payment terms are 50% deposit with Order, with the balance due upon shipment of the Products. Verdin shall not be required to begin production of Products until it has received the deposit.

2. **CHANGE ORDERS**. Verdin, in its discretion, may accept any additions, deletions, or changes to this Agreement without invalidating this Agreement, provided that all such changes are authorized by a written amended purchase order signed by Purchaser and Verdin (the "Change Order"). Such Change Order shall specify any additional charges (or credits) to the Purchaser and the payment terms for such charges. The Change Order shall become effective only upon acceptance by an authorized Verdin representative.

3. **FREIGHT.** Unless otherwise specified on the Order Form, the Purchase Price is F.O.B Verdin's manufacturing facility in Cincinnati, Ohio, and does not include freight charges. Purchaser shall be responsible for all freight charges associated with (i) shipment of the Products to Purchaser, or (ii) shipment of any equipment from Purchaser to Verdin's manufacturing facilities. Such charges shall be added to Purchaser's final invoice.

4. **DELIVERY AND STORAGE OF PRODUCTS**. Verdin shall not be liable for delays in delivery, defaults, or breaches resulting directly or indirectly from flood, fire, strikes, labor disputes, or other items beyond Verdin's control. If Purchaser for any reason other than Verdin's failure to supply the Products in accordance with the terms of this Agreement requests that Verdin postpone delivery of the Products beyond the Delivery Date, Verdin will store the finished Products for the Purchaser at Verdin's facility free of charge for 30 days after the Delivery Date. After such time, Verdin may charge Purchaser a storage fee of $250.00 per month for storing the Products.

5. **VERDIN INSTALLATION**. If Purchaser elects to have Verdin install the Products, Verdin shall provide the labor and equipment necessary to complete installation; provided, however, that Purchaser shall provide at its own expense the following items and services: (i) off-loading and safe storage of the Products at the job site; (ii) safe and secure access to the area in which the Products will be installed, including safe ladders or lift equipment; (iii) construction of any platforms, bracing, or other support required to safely secure the area in which the Products will be installed; (iv) any cranes, lifts, or hoists required to move or install the Products; (v) all necessary electrical wiring in accordance with specifications furnished by Verdin, including all final connections to terminal strips, striker leads, mounting of electrical panels, or splicing of wires; (vi) any permits, licenses, or stamps of engineering approval, and (vii) any necessary civil, structural, or electrical engineering services.

6. **ADDITIONAL INSTALLATION FEES**. If any of the Products cannot be installed on the Installation Date for any reason other than the failure of Verdin to supply the Products in accordance with the terms of this Agreement, Purchaser shall be responsible for paying any additional costs or expenses incurred by Verdin resulting from such delay, including without limitation, the fees or wages of Verdin's installation representatives, travel & lodging/meal costs, equipment rental costs, storage costs, or mobilization costs. If the delay in installation is such that Verdin's service technician(s) is required to return to the job site on a future date, Verdin shall charge the Purchaser an additional fee for installation services, and shall notify the Purchaser of such additional fee prior to performing the installation. Purchaser shall also be charged additional installation fees to the extent Verdin is required to provide any of the items or services specified above in Section 5.

7. **LIMITED WARRANTY**. Verdin warrants each Product to be free from defects in materials and workmanship for five years following the installation (or shipment in the case of Customer Installation), provided that such Product is maintained in accordance with instructions provided by Verdin. Purchaser's exclusive remedy for any nonconformities or defects in the Products within the warranty period will be limited to the repair or replacement, at Verdin's discretion, of any nonconforming or defective Products upon examination of such Products by Verdin. Verdin shall have a reasonable time to repair or replace any nonconforming or defective Products, including the time for the manufacture of replacement Products or replacement parts for such Products. This warranty is not applicable to any misuse, neglect, or natural disaster, such as lightning or fire. THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. **NO LIABILITY FOR DAMAGES**. VERDIN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ECONOMIC LOSS OR LOSS OF PROFITS INCURRED BY PURCHASER IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT BY VERDIN EVEN IF PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **TAXES**. The Purchase Price does NOT include sales tax or any other tax. Purchaser shall be responsible for paying all sales, use, excise, or other taxes that may apply to the purchase of the Products or other services under this Agreement. Such taxes will be added to Purchaser's final invoice. If Purchaser has a tax exemption certificate, Purchaser will provide it to Verdin upon execution of this Agreement.

10. **LATE FEE**. Verdin reserves the right to charge Purchaser a late payment penalty fee equal to ten percent (10%) of the amount of all invoices that are not paid within thirty (30) days of their due date under this Agreement.

11. **ACCEPTANCE**. This Contract is subject to the approval and acceptance of an authorized representative of Verdin unless otherwise specified.

12. **GOVERNING LAW**. The parties agree that any dispute or default arising from this Agreement shall be governed by the laws of the State of Ohio, and each party agrees to submit to the jurisdiction and venue of the Circuit Court of Hamilton County, Ohio.

13. **ENTIRE AGREEMENT**. This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties.

DEPOSIT INVOICE

THE VERDIN COMPANY

444 READING ROAD | CINCINNATI, OHIO | 45202

TOLL FREE: 800-543-0488 | VERDIN.COM

INVOICE NO. **UTGU001**

DATE: **February 19, 2024**

BILL TO: **City of Gunnison**
CONTACT: **Shawn Crane**
ADDRESS: **38 West Center**
CITY: **Gunnison**
STATE: **UT** ZIP: **84634**
TELEPHONE: **(435)979-0656**

DESCRIPTION	
VERDIN SUPREME TOUCH DIGITAL CARILLON SYSTEM **OTHER ACCESSORIES** **INSTALLATION BY CUSTOMER** **FREIGHT INCLUDED**	

Please remit to:			
		SUBTOTAL	**$11,720.00**
THE VERDIN COMPANY	**0.00%**	**% Sales Tax (if applicable)**	**$0.00**
P.O. BOX 23129		**Deposit (50% w/Order)**	**$5,860.00**
CINCINNATI, OH 45223-0129		**BALANCE DUE UPON DELIVERY**	**$5,860.00**

Memorandum

To: Mayor Nay and City Council
From: Dennis L. Marker, City Administrator
Date: February 16, 2024
Re: Reconsideration of Land Agreement for Property at 151 South Main Street

Background
During the October 18, 2023, Council meeting, the City Council approved an extension to a land purchase agreement with the Central Utah Counseling Center. The previous agreement deadline was September 2023 and the new deadline to construct a building on the site is September 2025.

Action Needed:
An executive session to discuss the lease, sale or exchange of real property is needed to consider new information related to this land sale agreement.

Possible Action:
After discussing this matter, the Council should determine if additional negotiations or changes to the contract should be presented to Central Utah Counseling Center for consideration.

Memorandum

To: Mayor Nay and City Council
From: Dennis L. Marker, City Administrator
Date: February 16, 2024
Re: Sale of City Owned Property near Peacock Springs

Background
The city owns property near Peacock Springs. An individual owning land adjacent to the city's property has verbally offered to provide services to the city in exchange for adjusting the mutual boundaries of the properties.

Action Needed:
An executive session to discuss the lease, sale or exchange of real property is needed to consider this land sale/exchange agreement.

Possible Action:
After discussing this matter, the Council should provide direction to city staff regarding the proposal.

ORDINANCE 2024-03

AN ORDINANCE ADOPTING MODIFICATIONS TO THE RC ZONE AND OTHER PERTINENT LAND USE REGULATIONS, PROVIDING FOR CODIFICATION, INCLUSION IN THE MUNICIPAL CODE, CORRECTION OF SCRIVERNER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Gunnison City is a fifth class city of the state of Utah; and

WHEREAS, Cities in the State of Utah are authorized to enact Land Use Regulations in order to promote and protect the health, safety and welfare of the community; and

WHEREAS, The Planning Commission has been reviewing the city land use regulations for consistency with real world application, as well as state and federal regulatory changes; and

WHEREAS, the Gunnison City Planning Commission reviewed proposed amendments to the Gunnison City codes pertaining to the RC Zone and other pertinent land use regulations and after a properly noticed public hearing, which was conducted on February 27, 2024, has forwarded a positive recommendation for the code amendment to the City Council; and

WHEREAS, the City Council has determined that the proposed amendment will promote and serve to attract high quality business development and opportunities within the community, which is in the best interest of Gunnison City as the economic center for the Gunnison Valley area.

NOW THEREFORE, BE IT ORDAINED BY THE GUNNISON CITY COUNCIL THAT:

Section I. Amendments Adopted. The City Land Use Ordinances and codes shall be amended as provided in Exhibit A of this Ordinance, which consists of eleven pages attached hereto and by this reference made part hereof.

Section II. Contrary Provisions Repealed. Any and all other provisions of the Gunnison City Municipal Code that are contrary to the provisions of this Ordinance are hereby repealed.

Section III. Codification, Inclusion in the Code, and Scrivener's Errors. It is the intent of the City Council that the provisions of this ordinance be made part of the Municipal Code of Gunnison City, Utah as adopted, that sections of this ordinance may be re-numbered or re-lettered, that the word ordinance may be changed to section, chapter, or other such appropriate word or phrase in order to accomplish such intent regardless of whether such inclusion in a code is accomplished. Sections of the ordinance may be re-numbered or re-lettered. Typographical errors which do not affect the intent of this ordinance may be authorized by the City without need of public hearing by its filing a corrected or re-codified copy of the same with the City Recorder.

Section IV. Severability. If any section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section V. Posting and Effective Date. Prior to 5:00 p.m. on August 3, 2023, the City Recorder shall: (a) deposit a copy of this ordinance in the official records of the City; and (b) post a copy of this ordinance in three places within the City. This ordinance shall become effective at 5:00 p.m. on August 3, 2023.

ADOPTED AND PASSED by the City Council of the City of Gunnison, Utah this 2nd day of August, 2023.

_____
Lori Nay, Mayor

ATTEST

_____
Valerie Andersen, City Recorder

Councilmember Robert Andersen	____
Councilmember Donald Childs	____
Councilmember Shawn Crane	____
Councilmember Stella Hill	____
Councilmember Michael Wanner	____

Modifications to the Gunnison Land Use Code (GLUC) related to the RC zone and other pertinent land use regulations.

I. Section 1711 Uses In Residential And Commercial (RC) District is amended as follows

(underlined text is added, stricken text is deleted)

~~1.~~ In addition to the city's general development requirements and standards of this Ordinance, the following shall apply to multi-family and non-residential developments in the RC District:~~The uses allowed within the Residential and Commercial (RC) District are identified in Appendix A, Table of Uses.~~

~~2. Land Use Applications. All Land Use Applications required to establish and use, or a combination of uses, as allowed by the Residential and Commercial (RC) District shall be submitted, processed, and reviewed in accordance with the procedures for a Permitted P-1 Use, Permitted P-2 Use or Conditional C Use, as applicable, and as provided by this Ordinance. All Land Use Application approvals for any required approval shall be reviewed and approved as provided by this Ordinance.~~

~~3. Land Use Application Requirements and Standards. All proposed uses and activities proposed in the Residential and Commercial (R&C-1) District shall be approved only if such uses and activities comply fully with the standards, as contained in Table 17-1, Standards for the Residential and Commercial (RC) District, as well as all other applicable requirements of this Ordinance.~~

~~Table 17-1~~

~~STANDARDS FOR THE RESIDENTIAL & COMMERCIAL (R&C-1) DISTRICT~~

~~Allowed Uses~~	~~As allowed by Appendix A.~~
~~Required Use Approval Procedure~~	~~As identified by Appendix A.~~
~~Allowed Residential Density~~	~~As provided by Appendix B.~~
~~Minimum Lot Size~~	~~All lots shall be of sufficient size to provide compliance with all minimum yard requirements, landscaping, access, parking, and other standards as required for Land Use Application approval, as provided by this Ordinance.~~
~~Maximum Building Size~~	~~As required for Land Use Application approval, as provided by this Ordinance.~~
~~Minimum and Maximum Building Height~~	~~As required by Appendix B.~~

~~Minimum Required Front Yard Setback~~	~~As required by Appendix B.~~
~~Minimum Required Side Yard Setback~~	~~As required by Appendix B.~~
~~Minimum Required Rear Yard Setback~~	~~As required by Appendix B.~~
~~Minimum Off-Street Parking Requirements~~	~~Total required off-street parking spaces shall the cumulative total of the minimum required off-street parking spaces required for all uses proposed, as identified by Table 18-1, or may be determined by the review and acceptance by the Land Use Authority of a Shared Parking Analysis, conducted using accepted information and analysis methods, and approved and accepted as part of Land Use Application approval.~~
~~Location of Off-Street Parking Areas~~	~~The location of all parking areas shall be considered understanding the visual and pedestrian amenity impacts of off-street parking areas. The relationships and placement of buildings, open spaces, vehicle and pedestrian facilities and off-street parking areas is a critical design element in the Residential and Commercial (R&C-1) District and shall be required as part of Land Use Application approval.~~
1. Architectural Design and Materials Requirements	All buildings shall possess a similar architectural theme and have common architectural elements creating a unifying development character and design theme. All sides of buildings shall receive equal design consideration, particularly where exposed to pedestrian and/or vehicular traffic and adjacent properties.
2. Building Orientation	All buildings shall address the street and provide architectural and other design elements to create a presence and attractive and inviting building-street relationship.
3. Signs	All uses proposed in a Residential and Commercial (R&C-1) District shall provide a consistent and unified signage scheme, such signage complying with the site and building design requirements and approval procedures, as provided by the Ordinance.
~~Required Landscaping~~	~~All landscaping shall comply with the requirements of this Ordinance.~~
~~Building and Site Lighting~~	~~All building and site lighting shall comply with the requirements of this Ordinance.~~

~~Other Site Design Requirements and Features~~	~~For all other building and site design elements the building and site design plans shall comply with the site and building design requirements and approval procedures, as provided and required by this Ordinance, or as may be further identified and required for Land Use Application approval, as required by the Land Use Authority, as applicable.~~
4. Nuisance	No use shall be designed or operated to expose adjoining properties and uses to offensive noise, odors, dust, electrical interference, and/or vibration, or create any other nuisance.

II. GLUC Appendix A is amended as follows (underlined text is added, stricken text is deleted)

APPENDIX A TABLE OF USES

P-1 = Permitted Use; P-2 = Permitted Use; C = Conditional Use; A = Permitted only as an Accessory Use and under P-1 review requirements; X = Use Prohibited in the Zoning District (Zone)

A Use that is not identified in the Table of Uses is determined to be a Prohibited Use within Gunnison City.

ZONING DISTRICTS

USES	A-1	RR-1	R-2	R-4	MH	RC	CC-1	I-1	S-1
Accessory Building/Structure (Attached). A building incidental and subordinate to an existing primary building and located ten (10) feet or less from the primary building and on the same lot as the primary building, and meeting all requirements of the Land Use Ordinances and Building Codes, as adopted. Accessory Building/Structure (Attached) shall comply with the minimum setback requirements applicable to the primary building or structure. (See Section 1706 and Section 1707).	P-1	P-1	P-1	P-1	P-1	~~P-1~~A	P-1	P-1	P-1
Accessory Building/Structure (Detached). A building incidental and clearly subordinate to an existing primary building and located more than ten (10) feet from the primary building and on the same lot as the primary building, and meeting all requirements of the Land Use Ordinances and Building Codes, as adopted. (See Section 1706 and Section 1707).	P-1	P-1	P-1	P-1	P-1	~~P-1~~A	P-1	P-1	P-1
Accessory Dwelling Unit for a Relative or Employee. An attached, or detached, dwelling unit for ~~the~~ occupancy by the owner, or a relative or an employee of the owner, and incidental and clearly subordinate to the existing primary building and located on the same lot as the primary building and connected to the same utilities and utility meters as the primary building. No mobile home, travel trailer, boat, or similar recreational vehicle shall be used as an Accessory Dwelling Unit for a Relative or Employee. (See Section 1709).	P-2	P-2	P-2	X	X	P-2	P-2	P-2	X

USES	A-1	RR-1	R-2	R-4	MH	RC	CC-1	I-1	S-1
Accessory Use. A use clearly incidental and subordinate to the existing primary use and customarily found in connection with the primary use and located on the same lot as the primary use. (See Section 1706).	P-1	P-1	P-1	P-1	P-1	~~P-1~~A	P-1	P-1	P-1
Agricultural Building. A structure used solely in conjunction with agriculture ~~and~~, not used for human occupancy, and complying with the requirements of §58-56-4, Utah Code Annotated, 1953, as amended. To qualify as an agricultural building the structure must be located outside of a residential area, as defined by §58-56-4(1), Utah Code Annotated, 1953, as amended.	P-1	P-1	P-1	P-1	P-1	P-1	P-1	P-1	P-1
Agriculture. An area of five (5) contiguous acres, or larger, which is used for the commercial production, keeping, or maintenance for sale of plants and domestic animals typically found in central Utah, or lands devoted to a soil conservation or forestry management program, but excluding the keeping of exotic or prohibited animals, Agriculture excludes Commercial Plant Nursery, as defined herein, and Concentrated Animal Feeding Operation, as defined by the Utah Code Annotated, 1953, as amended, and similar activities.	P-1	P-1	P-1	P-1	P-1	P-1	P-1	P-1	P-1
Airport. An area, with associated buildings and structures for the operation of aircraft, including take-off and landing, and necessary storage, service and maintenance facilities.	X	X	X	X	X	X	X	X	C
Animal Control Facility. A public or publicly licensed private facility to temporarily detain and/or dispose of stray dogs, cats and other animals.	X	X	X	X	X	X	X	C	C
Animal Hospital (Veterinary Clinic), With Holding Facilities. A facility for the diagnosis, treatment, hospitalization, and boarding of animals that does not include outdoor holding facilities, but which may include indoor holding and boarding facilities.	X	X	X	X	X	X	C	C	X
Animal Hospital (Veterinary Clinic), Without Holding or Boarding Facilities. A facility for the diagnosis, treatment, hospitalization, and boarding of animals that does not include indoor or outdoor holding or boarding facilities.	X	X	X	X	X	X	C	P-2	X

USES	A-1	RR-1	R-2	R-4	MH	RC	CC-1	I-1	S-1
Animal Unit (The Keeping of Domestic Livestock and Fowl). (See Section 1719). Limited to one (1) or a proportionate combination of the following: One domesticated cow or one (1) domesticated horse. Four (4) domesticated sheep or four (4) domesticated goats. Twenty (20) domestic fowl. Thirty (30) pigeons, or similar small domesticated birds. Thirty (30) rabbits, or similar small animals. For animals not listed above, the LUHO shall determine the number of animals that would constitute an Animal Unit, except that domesticated pigs (Suidae), mink, peacocks, guinea fowl, emus, ostriches, and inherently or potentially dangerous animals, fowl, reptiles, or exotic animals shall not be permitted. Animal Unit shall not include the unweaned offspring that are less than six (6) months old of any animal or fowl.	P-1	P-1	P-1	P-1	P-1	P-1	P-1	P-1	P-1
Automotive Care - Minor. An establishment providing motor vehicle repair or maintenance services within completely enclosed buildings. Typical uses include businesses engaged in the following activities: electronic tune-ups, brake repairs (including drum turning), air conditioning repairs, generator and starter repairs, tire repairs, front-end alignments, battery recharging, lubrication, and sales, repair and installation of minor parts and accessories such as tires, batteries, windshield wipers, hoses, windows, etc.	X	X	X	X	X	~~X~~P-2	C	C	X
Automotive Self-Service Station. A place where flammable or combustible liquids or gases used as fuel are stored and dispersed from fixed equipment into the fuel tanks of motor vehicles. Such an establishment may offer the retail sale of convenience items as an accessory use. Automotive Self-Service Station specifically excludes and does not allow any servicing, repair or maintenance of motor vehicles, trailers, and similar mechanical equipment, including engine, brake, muffler, tire repair and change, lubrication and tune-ups.	X	X	X	X	X	X	C	C	X
Bank, Credit Union or other Financial Institution. A financial company or corporation providing the extension of credit, and the custody, loan or exchange of money. A bank, credit union or other financial institution proposing to provide drive-through service shall be required to secure a Conditional Use Permit approval for such drive through facility.	X	X	X	X	X	~~C~~P-1	P-2	P-2	X
Barn, Corral, Stable, Coop, Pen or Animal Run. A structure or fenced area, and its associated buildings and structures, for the feeding, housing, or confinement of domestic animals, as defined herein. Stable includes a building, or a portion thereof, used to shelter and feed horses and ponies. (See Section 1719).	P-1	P-1	P-1	X	X	~~X~~P-1	X	X	X

USES	A-1	RR-1	R-2	R-4	MH	RC	CC-1	I-1	S-1
Bed and Breakfast Inn. A residential structure, located on a legal lot offering transient lodging accommodations in separate guest rooms and where meals may be provided. A Bed and Breakfast Inn shall provide no more than four (4) guest rooms and shall meet all applicable requirements of the Land Use Ordinances and Building Codes, as adopted. A guest room is one (1) room having no kitchen facilities. (See Section 1714).	C	C	X	X	X	~~C~~P-2	C	X	X
Billboard. A freestanding sign designed or intended to direct attention to a business, product, or service that is not provided, sold, offered, or existing on the property where the sign is located.	X	X	X	X	X	X	X	X	X
Campground. An area of land upon which two (2) or more campsites are located, established or maintained for occupancy by a tent or recreational vehicle as a temporary dwelling unit, not to exceed forty-five (45) days, for recreational or vacation purposes.	C	X	X	X	X	~~X~~C	~~C~~X	X	X
Car Wash. A structure with machine- or hand-operated facilities used principally for the cleaning, washing, polishing, or waxing of motor vehicles. A facility of this type may be able to accommodate more than one vehicle at the same time.	X	X	X	X	X	X	C	C	X
Child Care – Facility, Home Based	P-1	P-1	P-1	P-1	P-1	P-1	P-1	P-1	X
Child Care – Commercial Day Care/Preschool	X	X	X	X	X	P-2	P-2	X	X
Church. A facility principally used as a location for people to gather for religious worship or other religious activities. One (1) accessory dwelling unit for the housing of the pastor or similar church leader of the church and their family shall be permitted. (See Section 1705).	~~X~~P-1	P-~~2~~1	P-~~2~~1	P-~~2~~1	P-~~2~~1	P-~~2~~1	P-~~2~~1	~~X~~P-1	~~X~~P-1
~~**Class A Beer**~~**Liquor Licenses - Off Premises Consumption.** A ~~Class A~~ retail license ~~shall entitle the licensee~~ to sell beer on the licensed premises in the original containers for consumption off the premises only, in accordance with the Utah Alcoholic Beverage Control Act and the Ordinances of the City, and to deliver the same to the residence of the purchaser; provided, however, that it is unlawful for the licensee to sell or distribute beer in any container larger than two (2) liters. Activities under this ~~Class A L~~license shall be conducted in compliance with all state and local requirements for the issuance of such license.	X	X	X	X	X	X	C	C	X
~~**Class A**~~ **Liquor Licenses – Private Club/Resort.** A ~~Class A~~ liquor license ~~shall~~ that entitles the licensee to serve, sell, and store liquor, in accordance with the Utah Alcoholic Beverage Control Act and the Ordinances of the City. All sales under a private club license shall	X	X	X	X	X	X	C	C	X

be to bona fide members of the licensed club, guest members, or their visitors accompanied by members or guest members, and not to the public. ~~A Class A~~ Activities under such ~~License~~ license shall be conducted in compliance with all state and local requirements for the issuance of such license.									
Liquor Licenses – On-Premises Consumption. A liquor license issued by the state of Utah to establishments such as restaurants, hotels, motels, and arenas which licensure generally includes requirements for sale and consumption of food on premises.	X	X	X	X	X	C	C	C	X
USES	A-1	RR-1	R-2	R-4	MH	RC	CC-1	I-1	S-1
Commercial Kennel. Any premises or establishment where four (4) or more dogs, older than four (4) months, are kept for the purpose of Boarding, breeding, raising or training dogs for a fee or on a nonprofit basis. (See Section 1721).	C	X	X	X	X	X	X	C	X
Commercial Plant Nursery. A use wholly, or partially, contained within one or more greenhouses where trees, shrubs, flowers, or vegetable plants are grown and sold to retail customers. Commercial Plant Nursery does not include wholesale nurseries or greenhouses.	X	X	X	X	X	~~X~~P-1	P-2	P-2	X
Commercial Recreation (Indoor). Any use, either public or private, providing amusement, pleasure, or sport, which is operated entirely within an enclosed building, including but not limited to live theater, and movie houses, indoor tennis, bowling, and skating, baseball batting cages, paintball, horse riding or similar activities. This use may include associated eating and drinking areas, retail sales areas and staff offices.	X	X	X	X	X	~~X~~P-2	C	C	X
Commercial Recreation (Outdoor). An area or facility that offers entertainment or recreation outside. This use is limited to a golf driving range, baseball batting cages, riding arena, tennis facility, miniature golf, and swimming pool, and may include, as accessory uses, associated eating and drinking areas, retail sales areas and staff offices. This use specifically excludes shooting range, go-cart, motor vehicle and/or motorbike tracks, or similar activities that may create noise, dust, or other nuisances to adjoining and surrounding uses.	C	C	X	X	X	X	X	C	X
Construction Sales and Service. An establishment engaged in the retail or wholesale sale of materials and services used in the construction of buildings or other structures, as well as the outdoor storage of construction equipment or materials on lot or parcel other than a construction site. Typical uses include lumberyards, home improvement centers, lawn and garden supply stores, construction equipment sales and rental, electrical, plumbing, air conditioning and heating supply stores, and swimming pool sales.	X	X	X	X	X	~~X~~P-1	P-2	P-2	X

Contractor's Office/Contractor's Storage Yard. A facility providing building construction and maintenance, including carpentry, plumbing, roofing, electrical, air conditioning and heating, within a totally enclosed building, and which may include the open storage of any building materials, equipment, or vehicles.	X	X	X	X	X	X	C	C	X
Convenience Store. A retail establishment selling consumer products including prepackaged food and drink. A convenience store may also provide associated retail sale of gasoline and other petroleum products.	X	X	X	X	X	C	P-2	P-2	X
USES	A-1	RR-1	R-2	R-4	MH	RC	CC-1	I-1	S-1
Correctional Facility. A public or private facility providing confinement, housing, and care for individuals legally confined for violations of the law.	X	X	X	X	X	X	X	X	C
Crematorium. Building or facility which provides cremation services on site.	X	X	X	X	X	X	X	C	X
Day Care Center/Assisted Care Center. A facility which provides less than 24-hour assisted care or supervision for five (5) or more persons, 14 years of age and older and who are not related by blood, marriage or adoption to the owner or operator, with or without compensation for such care, and with or without a stated educational purpose.	X	X	X	X	X	C	C	X	X
Drive through/Drive up Facility. A facility where goods and services are provided to customers within a vehicle.	X	X	X	X	X	~~X~~P-1	C	C	X
Dwelling Unit, Condominium. An individually owned dwelling unit, meeting the definition of a condominium, as provided by Section 57-8-1, Utah Code Annotated, 1953, as amended, and complying with all requirements of the "Condominium Ownership Act," Section 57-8-1 Utah Code Annotated, 1953, as amended. Must meet allowed all density and development requirements and standards of the applicable Zone.	X	X	X	C	C	C	X	X	X
Dwelling Unit, Manufactured Home. A dwelling unit constructed in accordance with the Federal Home Construction and Safety Standards Act of 1974 (HUD Code) as identified by the manufacturer's data plate bearing the date the unit was manufactured and a HUD label attached to the exterior of the home certifying the home was manufactured to HUD standards. A Dwelling Unit, Manufactured Home shall meet all requirements of the City's Building Code, as applicable.	P-1	P-1	P-1	P-1	P-1	P-1	P-1	P-1	P-1
Dwelling Unit, Mobile Home. A transportable factory built dwelling unit built prior to June 15, 1976, in accordance with a State mobile home code that existed prior to the Federal Manufactured Housing and Safety Standards Act (HUD Code).	X	X	X	X	X	X	X	X	X

Dwelling, Multiple-Family	X	X	X	C	X	C	X	X	X
Dwelling, Single-Family	P-1	P-1	P-1	P-1	P-1	P-1/X[4]	P-1/X[4]	P-1/X[4]	P-1
Dwelling, Two-Family	X	X	P-1	P-1	P-1	~~C~~P-1/X[4]	X	X	X
USES	A-1	RR-1	R-2	R-4	MH	RC	CC-1	I-1	S-1
Educational Facility. Public schools, colleges or universities qualified by the State of Utah Board of Regents or State of Utah Board of Education to provide academic instruction. Privately owned buildings and uses for educational or research activities that has a curriculum for technical or vocational training, kindergarten, elementary, secondary or higher education.	X	C	C	C	C	~~C~~P-1	X	~~X~~P-1	X
Emergency Care Facility. A health care facility providing primarily outpatient emergency care for the diagnosis and treatment of individuals.	X	X	X	X	X	~~X~~P-1	C	X	X
Home Occupation. Any use or activity conducted entirely within a dwelling, or legal accessory building or structure, which is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof and in connection with which there is no display, nor stock in trade. This use is required to comply with all business licensing requirements of Gunnison City. (See Section 1702).	P-2	P-2	P-2	P-2	P-2	P-2	P-2	P-2	X
Hospital. A facility licensed by the State of Utah Department of Health providing clinical, temporary or emergency service of a medical, obstetrical or surgical nature to human patients.	X	X	X	X	X	~~C~~P-1	C	X	X
Hotel. A building offering temporary lodging accommodations, or overnight accommodations for guests, with access provided through a common entrance, lobby or hallway to four (4) or more guestrooms, and which may include additional services, such as restaurants, meeting rooms, entertainment, and recreational facilities.	X	X	X	X	X	~~C~~P-2	C	X	X
Household Pets. Domesticated animals and birds ordinarily permitted in a dwelling unit and kept for company or pleasure of the owner. (See Section 1718).	P-1	P-1	P-1	P-1	P-1	P-1	P-1	P-1	P-1
Laundry, Self-Serve or Dry Cleaning. An establishment providing home-type washing, drying, and/or ironing machines, household laundry and dry cleaning services, classified as low hazard in applicable codes, with customer drop-off and pick-up.	X	X	X	X	X	~~C~~P-2	C	C	X
Major Facility of a Public Utility. Any electric transmission lines (greater than 140,000 volts), power plants or substations of electric utilities; gas gathering facility, regulator stations,	C	X	X	X	X	X	C	C	C

transmission and gathering pipelines and storage areas of utilities providing natural gas or petroleum derivatives; and their appurtenant facilities, water treatment plant, sewage treatment plant.									
Manufacturing, Minor. Includes the processing and fabrication of finished products that do not create noise, smoke, fumes, odors, glare, or health or safety hazards outside of the building and where such assembly, fabrication or processing takes place entirely within a building with a maximum building size of 15,000 square feet.	X	X	X	X	X	X	X	P-2	X
USES	A-1	RR-1	R-2	R-4	MH	RC	CC-1	I-1	S-1
Manufacturing, Major. Includes the processing and fabrication of finished products, predominantly from previously prepared materials, and includes the assembly, fabrication or processing of goods and materials using processes that do not create noise, smoke, fumes, odors, glare, or health or safety hazards outside of the building and where such assembly, fabrication or processing takes place entirely within a building. Excludes gravel pit, quarry, extractive industries.	X	X	X	X	X	X	X	C	X
Medical and Dental Clinic. An organization of doctors, dentists, or other health care professional providing physical or mental health service and medical or surgical care of the sick or injured but which does not include in-patient or overnight accommodations.	X	X	X	X	X	~~C~~P-2	C	X	X
Medical or Dental Laboratory. An establishment that conducts basic medical or dental research and analysis. This term does not include a facility providing any type of in-house patient services typically provided by hospitals and clinics.	X	X	X	X	X	~~X~~P-2	C	P-2	X
Minor Facility of a Public Utility. A use operated exclusively by a public body or quasi-public body, such use having the purpose of serving the public health, safety or general welfare, and including streets, parks, recreational facilities, administrative and service facilities, and public utilities~~, and found by the Gunnison City Planning Commission to conform to the General Plan, or has been considered by the Gunnison City Planning Commission and, after receiving the advice of the Planning Commission, the Gunnison City Council has approved the proposed location and/or Public Use as an amendment to the General Plan.~~ Public Uses and Utilities do not include "Major Facility of a Public Utility," as defined herein.	C	C	C	C	C	C	C	C	C
Mixed Use. The arrangement of a combination of compatible residential and nonresidential uses on the same lot or parcel of land or within the same building and complying within the requirements of this Ordinance. (See Section 1711).	X	X	X	X	X	C	C	X	X

Mobile Food Trailer. A trailer pulled behind a motorized vehicle where food and beverages are prepared and served to walk-up customers. Mobile Food Trailer does not include lemonade stands, vending carts, or similar activities and that typically do not establish and operate in fixed location for a period shorter than 1 hour or operate infrequently on a daily or hourly basis.	X	X	X	X	X	P-1	P-1	P-1	X
USES	A-1	RR-1	R-2	R-4	MH	RC	CC-1	I-1	S-1
Mobile Food Truck. A self-propelled motorized vehicle where food and beverages are prepared and served to walk-up customers. Mobile Food Truck does not include lemonade stands, vending carts, or similar activities and that typically do not establish and operate in fixed location for a period shorter than 1 hour or operate infrequently on a daily or hourly basis.	X	X	X	X	X	P-1	P-1	P-1	X
Mortuary, Funeral Home. An establishment in which the dead are prepared for burial or cremation. The facility may include a chapel and other rooms to conduct funeral services. Does not include cremation services.	X	X	X	X	X	~~C~~P-1	P-2	X	X
Motel. A building or group of buildings containing four (4) or more guest rooms, some or all of which may have a separate entrance leading directly from the outside of the building with a garage or parking space located on the lot and designed, used or intended wholly or in part for the accommodation of persons usually traveling by private automobile or motor coach and which may include additional services, such as restaurants, meeting rooms, entertainment and recreational facilities.	X	X	X	X	X	~~C~~P-1	P-2	X	X
Nursing Home, Convalescent Care Center. A facility that provides 24-hour residential care to persons who are not related by blood, marriage, or adoption to the owner, operator, or manager of the facility. A Nursing Home or Convalescent Care Center provides some level of skilled nursing or medical service to the residents.	X	X	C	C	C	C	X	X	X
Office. A building, room, or other space where executive, management, administrative or professional services are provided, except medical services, and excluding the sale of merchandise, except as incidental to a principal use. Typical uses include real estate brokers, insurance agencies, credit reporting agencies, property management firms, investment firms, employment agencies, travel agencies, advertising agencies, secretarial services, data processing, telephone answering, telephone marketing, paging and beeper services and facsimile transmission services; post offices and express mail offices, excluding major mail processing and distribution; offices for utility bill collection; professional or consulting services in the fields of law, architecture, design, engineering, accounting and similar professions;	X	X	X	X	X	~~C~~P-2	P-~~2~~1	P-~~2~~1	~~X~~P-1

interior decorating consulting services; and business offices of private companies, utility companies, public agencies, trade associations, unions and nonprofit organizations.									
Open/Outdoor Storage (Stand Alone). The storage of goods or product in an open, unenclosed area, including but not limited to, automotive, truck, recreational vehicle, trailer, and manufactured home sales lots, repair yards, open storage areas, and all similar outside display and storage areas of goods, materials, equipment, and vehicles, and not an Accessory Use to any established primary use.	X	X	X	X	X	X	X	X	X
USES	A-1	RR-1	R-2	R-4	MH	RC	CC-1	I-1	S-1
Outdoor Youth Program. A program designed to provide behavioral, substance abuse, or mental health services to minors that: (1) serves adjudicated or non-adjudicated youth; (2) charges a fee for its services; (3) may or may not limit or censor access to parents or guardians; (4) may prohibit or restrict a minor's ability to leave the program at any time of the minor's own free will; and (5) provides its services in an outdoor setting.	C	X	X	X	X	X	X	X	X
Personal Care Service. An establishment primarily engaged in the provision of frequently or recurrently needed services of a personal nature. Typical uses include beauty and barbershops, custom tailoring and seamstress shops, electrolysis studios, portrait studios, shoe repair shops, tailors, tanning and nail salons, and weight loss centers.	X	X	X	X	X	~~C~~P-1	P-2	C	X
Personal Instruction Service. An establishment primarily engaged in the provision of informational, instructional, personal improvement and similar services of a nonprofessional nature or by a nonprofit organization. Typical uses include art and music schools, driving and computer instruction, gymnastic and dance studios, handicraft or hobby instruction, health and fitness studios, massage therapist instruction, martial arts training, and swimming clubs.	X	X	X	X	X	~~C~~P-2	P-2	P-2	X
Public Use. A use operated exclusively by a public body, or quasi-public body, such use having the purpose of serving the public health, safety, or general welfare, and including but not limited to, parks, recreational facilities, administrative and service offices and facilities, and public utilities, and found by the Commission to conform to the General Plan, or has been considered by the Commission and the Council has approved the proposed location and/or Public Use as an amendment to the General Plan. Public Uses do not include "Major Facility of a Public Utility" or an "Airport," "Correctional Facility," "Animal Control Facility," "Water Treatment Plant" or "Sewer Treatment Plant," as defined herein. (See Chapter 16).	C	C	C	C	C	C	C	C	C
Reception Hall, Reception Center. A facility for the holding of events including but not limited to weddings, wedding receptions, community meetings, and group gatherings.	X	X	X	X	X	C	P-2	C	X

Recycling Collection Center. A center for the acceptance and temporary storage of recyclable materials to be transferred to a recycling processing facility. Recycling Collection Centers involve no more than 3 collection containers up to 40 cubic yards in total size. Collection centers located in parking lots may not occupy required parking spaces. A collection center must be arranged to not impede traffic flow. The operator of the collection enter shall remove products stored at the site at least once a week. The operator of the collection center shall keep the collection center in proper repair and the exterior must have a neat and clean appearance. Automated can recycling machines are limited to two (2) per site.	X	X	X	X	X	~~C~~X	~~P-2~~X	P-2	X
USES	A-1	RR-1	R-2	R-4	MH	RC	CC-1	I-1	S-1
Residential Facility for Elderly Persons. A single-family or multiple-family dwelling unit that does not operate as a business and is owned by one of the residents, or an immediate family member of one of the residents, or the title is placed in trust for a resident, and that meets the requirements of Sec. 10-9a-103; Sec. 10-9a-501; and Sec. 10-9a-502, Utah Code Annotated, as amended, meeting all applicable International Building Code, Zoning and Health Code requirements, and is occupied on a 24-hour-per-day basis by eight (8) or fewer elderly persons in a family-type arrangement. ~~Adequate off-street parking shall be provided and the facility must be capable of use as a residential facility for elderly persons without structural or landscaping alterations that would change the structure's residential character. No person being treated for alcoholism or drug abuse shall be placed in a residential facility for elderly persons; and placement in a residential facility for elderly persons is on a strictly voluntary basis and not a part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional facility. Elderly Person means a person who is 60 years old or older, who desires or needs to live with other elderly persons in a group setting, but who is capable of living independently.~~ Residential Facility for Elderly Persons does not include a health care facility as defined by §26-21-2, Utah Code Annotated, 1953, as amended. (See Section 1715).	P-2	P-2	P-2	P-2	P-2	~~C~~P-2	X	X	X
Residential Facility for Persons with a Disability. A residence in which more than one (1) person with a disability resides; and is licensed or certified by the Department of Human Services under Title 62A, Chapter 2, Licensure of Programs and Facilities; or is licensed or certified by the Department of Health under Title 26, Chapter 21, Health Care Facility Licensing and Inspection Act. Disability means a physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such impairment or being regarded as having such impairment. (§57-21-2(9)(a) Utah Code Annotated, 1953, as amended). Disability does not include current illegal use of, or addiction to any Federally controlled substance, as defined in Section 102 of the Controlled Substances Act,	P-1[1,2]	P-1[1,2]	P-1[1,2]	P-1[1,2]	P-1[1,2]	P-1[1,2]	P-1[1,2]	P-1[1,2]	P-1[1,2]

21 U.S.C. 802. (§57-21-2(9)(b) Utah Code Annotated, 1953, as amended). Disability does not include placement in lieu of confinement, rehabilitation, or treatment in a correctional facility. (See Section 1716).									
USES	A-1	RR-1	R-2	R-4	MH	RC	CC-1	I-1	S-1
Residential Facility for Persons with a Disability (Substance Abuse Facility located within 500 feet of a School). A residence in which more than one (1) person with a disability resides; and is licensed or certified by the Department of Human Services under Title 62A, Chapter 2, Licensure of Programs and Facilities. Disability means a physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such impairment or being regarded as having such impairment. (§57-21-2(9)(a) Utah Code Annotated, 1953, as amended). Disability does not include current illegal use of, or addiction to any Federally controlled substance, as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802. (§57-21-2(9)(b) Utah Code Annotated, 1953, as amended). Disability does not include placement in lieu of confinement, rehabilitation, or treatment in a correctional facility. (See Section 1717).	P-1[1,2]	P-1[1,2]	P-1[1,2]	P-1[1,2]	P-1[1,2]	P-1[1,2]	P-1[1,2]	P-1[1,2]	P-1[1,2]
Restaurant, Fast Food. A building or facility that sells food and beverages primarily over a counter, rather than by waitress or waiter; packages its food in wrappers, boxes or cartons regardless if the food is consumed on or off the restaurant premises; and typically provides a drive through/drive up facility.	X	X	X	X	X	~~C~~P-1	C	C	X
Restaurant, Sit Down. A building or facility for the preparation, retail sale, and on-site consumption of food and beverages.	X	X	X	X	X	~~C~~P-1	P-~~2~~1	~~X~~C	X
Retail Sales and Services. Establishments engaged in the sale of goods and services on a for-profit or not-for-profit basis.	X	X	X	X	X	P-1/X[6]	P-2	P-2	X
Riding Arena (Equestrian Arena). An area or structure used for horse riding and equestrian-related activities.	C	C	X	X	X	X	X	X	C
Self-Service Storage. An enclosed storage facility of a commercial nature containing independent, fully enclosed bays, which are leased to persons exclusively for storage of their household goods or personal property.	X	X	X	X	X	X/A[5]	X/A[5]	C	X
Sewer Treatment Facility. A state licensed facility that treats sanitary sewer effluent to a minimum level as established by State and/or Federal environmental protection agencies.	X	X	X	X	X	X	X	X	C

USES	A-1	RR-1	R-2	R-4	MH	RC	CC-1	I-1	S-1
Sexually Oriented Business. An activity identified and conducted in compliance with the requirements of this Ordinance. (See Section 1725).	X	X	X	X	X	X	X	C	X
Special Use. A use established to meet a particular need or activity for a specific period, but not to exceed three hundred sixty (360) ~~days, and~~days and conducted in compliance with all the requirements of this Ordinance, such use being discontinued and completely removed after the expiration of the specific period.	C	C	C	C	C	C	C	C	C
Temporary Use. A special event or use proposed to be established for a maximum period of ninety (90) days, such event, or use being discontinued after the expiration of ninety (90) ~~days, and~~days and conducted in compliance with all the requirements of this Ordinance. Such uses may ~~included~~include, but are not limited to, seasonal commercial activities, including Christmas tree lots and snow cone shacks, nonprofit fund-raising activities, organized events, educational, historic, religious and patriotic displays or exhibits, including athletic or recreational events, festivals, arts and crafts fairs, and other organized events. All family gatherings shall be exempt from the requirements of a Temporary Use Application approval.	X	X	X	X	X	P-1	P-1	P-1	P-1
Theater, Indoor. A building or part of a building devoted to the showing of moving pictures, or the presentation of live performances.	X	X	X	X	X	C	C	X	X
Therapeutic School. A residential group living facility for four (4) or more individuals who are not related to: (i) the owner of the facility; or (ii) the primary service provider of the facility; and that serves students who have a history of failing to function: (i) at home; (ii) in a public school; or (iii) in a nonresidential private school; and that offers: (i) room and board; and (ii) an academic education integrated with: (A) specialized structure and supervision; or (B) services or treatment related to a disability, an emotional development, a behavioral development, a familial development, or a social development.	X	C[3]	C[3]	C[3]	C[3]	C[3]	X	X	X
Vehicle and Equipment Rental or Sale, New or Used. An establishment engaged or licensed to engage in the business of buying, selling, or exchanging new or used vehicles, vessels, or outboard motors either outright or on conditional sale, bailment, lease, chattel mortgage, or otherwise or who has an established place of business for the sale, lease, trade, or display of vehicles, vessels, or outboard motors. Typical uses include new and used truck sales and rental, boat sales, recreational vehicles, construction equipment rental yards, moving truck and trailer rental, and farm equipment and machinery sales and rental.	X	X	X	X	X	~~X~~P-2	C	C	X

USES	A-1	RR-1	R-2	R-4	MH	RC	CC-1	I-1	S-1
Automotive ~~Vehicle~~ and Equipment Repair. An establishment primarily engaged in the major repair or painting of motor vehicles or heavy equipment, including auto body repairs, installation of major accessories and transmission and engine rebuilding services. Typical uses include major automobile repair garages, farm equipment repair, paint, and body shops.	X	X	X	X	X	X	C	C	X
Water Treatment Facility. A licensed facility that treats raw water to a quality as established by State and/or Federal agencies to provide culinary water suitable for human consumption.	X	X	X	X	X	X	X	X	C
Wholesale Nursery or Greenhouse. A wholesale business whose principal activity is the growing, selling, and shipping of plants.	C	X	X	X	X	X	X	P-1	X
Wind Energy System. A wind energy conversion system consisting of one (1) wind turbine and tower and associated control and/or conversion electronics which have a rated capacity of less than three kilowatts (3kW) and providing wind generated electrical power to be used for on-site consumption.	C	C	C	X	X	X	X	C	C
Wireless Telecommunications Site/Facility. A facility used for the transmission or reception of electromagnetic or electro-optic information, which is placed on a structure. This use is not required to be located on a building lot or to comply with the minimum lot size requirement for the district in which it is located, but is required to meet location requirements, as established for such uses, as provided by this Ordinance. Telecommunications Site/Facility does not include Amateur Radio equipment that complies with the ruling of the Federal Communications Commission in "Amateur Radio Preemption, 101 FCC 2nd 952 (1985)" or amateur radio service adopted under 47 C.F.R. Part 97. A facility may be located on any property owned by the City. (See Section 1722).	X	X	X	X	X	~~X~~C	~~X~~C	C	C

Notes:

1. Must be found to be proposed in a similar residential dwelling as allowed in the Zoning District.
2. Shall not be located closer than 10 times (10x) the minimum lot width, required in the Zoning District, from any other Residential Facility for Persons with a Disability, as measured from the closest property line to the closest property line.
3. Shall not be located closer than 10 times (10x) the minimum lot width, required in the Zoning District, from any other Therapeutic School, as measured from the closest property line to the closest property line.
4. No new single-family or two-family homes are permitted on properties abutting Main Street or Highway 89.

5. Self-storage units are only permitted on a property which has a primarily retail, or other, non-storage related, commercial use. The storage units must be located at least 200 feet from Main Street or a State Highway and comply with all applicable site development standards.

~~4.~~6. Retail Sales and Services in the RC zone must be located on properties adjacent to or within 200 feet of Main Street.

III. GLUC Appendix B is amended as follows (underlined text is added, stricken text is deleted)

REQUIREMENTS	ZONING DISTRICTS								
	A-1	RR-1	R-2	R-4	MH	RC	CC	I-1	S-1
Building Foundation Requirements	All habitable buildings and structures shall be constructed on and permanently attached to a permanent.								
Minimum Dwelling Size. The minimum habitable living area of each dwelling	Single Family 1,000 s.f.		Single Family 1,000 s.f. Two-Family 900 s.f.	Single family 900 s.f. Two-Family 850 s.f. Multi-Family 800 s.f.	Single family 700 s.f. Two-family 850 s.f. Multi-Family 800 s.f.	Single family 900 s.f. Two-Family 850 s.f. Multi-Family 800 s.f.	Single family 900 s.f.		
Minimum Lot Sizes and Widths. The following standards are for specified residential uses permitted within the city's zones. Permitted non-residential uses or multi-family developments with more units than those listed below must have sufficient acreage and site dimensions to comply with the development standards of this code based on the intended use.									

Minimum Lot Size - Internal lot	40 acres	1 acre – Single-Family,	10,000 sq ft. Single-Family. 15,000 sq ft. Two-Family	7,500 sq. ft. Single-family. 10,000 sq. ft. Two-family. 12,500 sq. ft. Three-family 15,000 sq. ft. Four-family	As necessary to comply with city development standards.
Minimum Lot Size for Corner Lots	40 acres	1 acre – Single-Family	12,000 sq ft. Single-Family. 18,000 sq ft. Two-Family	9,000 sq. ft. Single-family. 12,000 sq. ft. Two-family 15,000 sq. ft. Three-family 18,000 sq. ft. Four-family	As necessary to comply with city development standards.
Minimum Lot Width - Internal lot	200 feet	130 feet– Single-Family See also Section 1115 for cul-de-sac lots.	100 feet – Single-Family 118* feet – Two-Family See also Section 1115 for cul-de-sac lots.	75 feet –Single-Family 90 feet – Two-Family 100 feet –Three-Family 110 feet – Four-Family See also Section 1115 for cul-de-sac lots.	As necessary to comply with city development standards.
Minimum Lot Width for Corner Lots	240 feet	160 feet– Single-Family	120 feet – Single-Family. 142* feet – Two-Family	90 feet –Single-Family 110 feet – Two-Family 120 feet –Three-Family 135 feet – Four-Family,	As necessary to comply with city development standards.

Minimum Yard Requirements:										
	Front	40 feet	25 feet	25 feet	25 feet	25 feet	25 feet	As required by the Land Use Authority for Land Use Application approval.	25 feet, ~~except if any portion of the front yard is proposed to be used for any off-street parking the minimum front yard shall be 40 feet.~~	As required by the Land Use Authority for Land Use Application approval.
	Side	30 feet	15 feet	8 feet on one side, 20 feet combined	8 feet on one side, 20 feet combined	8 feet on one side, 20 feet combined	(Residential - 8 feet on one side, 20 feet combined Commercial – 8 ft both sides	As required by the Land Use Authority for Land Use Application approval.	20 feet or 25 feet when the side yard is adjacent to any road or street, ~~except if any portion of a side yard adjoining~~	As required by the Land Use Authority for Land Use Application approval.

									~~any road or street is proposed to be used for any off-street parking the minimum side yard shall be 40 feet.~~	
	Rear	60 feet	30 feet	20 feet	20 feet	20 feet	Residential – 20 feet Commercial – 8 ft	As required by the Land Use Authority for Land Use Application approval.	20 feet or 25 feet when the rear yard is adjacent to any road or street, ~~except if any portion of a rear yard adjoining any road or street is proposed to be used for any off-street parking the minimum~~	As required by the Land Use Authority for Land Use Application approval.

									~~rear yard shall be 40 feet.~~	
Minimum Yard Requirements for Corner Lots:										
	Front	40 feet	25 feet	25 feet	25 feet	25 feet	Residential – 25 feet Commercial – 20’	As required by the Land Use Authority for Land Use Application approval.		
	Side	30-feet on interior side yard, 40-feet on side yard adjacent to any road or street	15-feet on interior side ward, 25 feet on side yard adjacent to any road or street	8-feet on interior side, 20 feet on side yard adjacent to road or street	8-feet on interior side, 20-feet on side yard adjacent to any road or street	8-feet on interior side, 20-feet on side yard adjacent to any road or street	8-feet on interior side, 20 feet on side yard adjacent to any road or street	As required by the Land Use Authority for Land Use Application approval.		
	Rear	60 feet	30 feet	20 feet	20 feet	20 feet	Residential – 20 feet	As required by the Land Use Authority for Land Use Application approval.		

							Commercial – 8 ft	
Minimum Yard Setbacks—Adjacent to a Residential Zone:								
	Front	Not Applicable						As required by the adjacent residential zone for a minimum distance of 100 feet.
	Side	Not Applicable						20 feet or one (1) foot for every one (1) foot of building height, whichever is greater.
	Rear	Not Applicable						20 feet or one (1) foot for every one (1) foot of building height, whichever is greater.
Minimum Building Height		10 feet, or one (1) story entirely above grade measured from the lowest point of the natural or finished grade immediately adjacent to an exterior wall to the highest point of the roofline.						
Maximum Building Height		35 feet, or two (two) stories measured from the lowest point of the natural or finished grade immediately adjacent to an exterior wall to the highest point of the roofline. The maximum height measurement includes the height of all roof-mounted mechanical and ancillary equipment, and including, but not limited to, towers, stairways, tanks,						40 feet, or 35 feet when the lot is adjacent to a Residential Zoning District, measured from the lowest point of the natural or finished grade immediately adjacent to an exterior wall to the highest point of the roofline. The maximum height measurement includes the height

	ventilating fans, or similar equipment required to operate and maintain a building, and fire or parapet walls.		of all roof-mounted mechanical and ancillary equipment, and including, but not limited to, towers, stairways, tanks, ventilating fans, or similar equipment required to operate and maintain a building, and fire or parapet walls.		
Minimum Dwelling Unit Dimension	All dwelling units shall be a minimum of twenty-four (24) feet wide at the narrowest point, excluding any attached accessory structure. The building width shall be considered the lesser of the two (2) primary dimensions of the building.		No Requirement		
Minimum Landscaping Required	No Requirements	See Section 1710 otherwise, no residential requirement.	See Section 1710 ~~15% of Total Site~~	See Section 1710 ~~10% of Total Site~~	See Section 1710 ~~No Requirement~~

IV. GLUC Section 1715 Residential Facilities For Elderly Persons is amended as follows (underlined text is added, stricken text is deleted)

The approval of a Residential Facility for Elderly Persons is nontransferable and terminates if the structure is devoted to a use other than a Residential Facility for Elderly Persons, or if the structure fails to comply with the requirements of this Section.

1. No Residential Facility for Elderly Persons shall be established unless:

    a. It is proposed in a building that complies with all Land Use Ordinances and Building Code(s), as adopted, and as applicable to similar structures in the Zoning District in which the Residential Facility for Elderly Persons is proposed.
    b. The Residential Facility for Elderly Persons proposes no fundamental change in the character of the neighborhood.

2. No Residential Facility for Elderly Persons shall be approved that would allow more than six (6) occupants.
3. The Land Use Authority in reviewing an application to establish a Residential Facility for Elderly Persons may to the extent necessary modify the requirements of this Section if such modification is deemed necessary to make a reasonable accommodation to afford persons residing in such facilities equal opportunity in the use and enjoyment of the facility.
4. Adequate off-street parking shall be provided for all residents and staff members
5. The facility must be capable of use as a residential facility for elderly persons without structural or landscaping alterations that would change the structure's residential character.
6. No person being treated for alcoholism or drug abuse shall be placed in a residential facility for elderly persons;
7. Residency in the facility shall be on a strictly voluntary basis and not a part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional facility.
~~4.~~ For purposes of this section, Elderly Person means a person who is 60 years old or older, who desires or needs to live with other elderly persons in a group setting, but who is capable of living independently.

V. **GLUC Section 1716 Residential Facilities For Persons With a Disability is amended by adding the following paragraph 10.**

10. **Applicable Definitions.** For purposes of this section, Disability means a physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such impairment or being regarded as having such impairment. (§57-21-2(9)(a) Utah Code Annotated, 1953, as amended). Disability does not include current illegal use of, or addiction to any Federally controlled substance, as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802. (§57-21-2(9)(b) Utah Code Annotated, 1953, as amended). Disability does not include placement in lieu of confinement, rehabilitation, or treatment in a correctional facility.