



ENHANCING OUR VIBRANT COMMUNITY AND IMPROVING OUR QUALITY OF LIFE

**MAY 28, 2024
REGULAR MEETING - 6:00 P.M.**

City Council Chambers
217 East Center Street
Moab, Utah 84532

1. Regular City Council Meeting - 6:00 p.m.

1.1. Call to Order and Pledge of Allegiance

2. Public Comments (Limited to Three Minutes Per Person)

If you do not plan to attend in person but would still like to submit written comments for the Public Comments portion of the meeting, please fill out the form found here:

<https://bit.ly/citizenstobeheard>. You must submit your comments by 6:00 PM on the date of the meeting. Please limit your comments to 400 words.

3. Department Update

3.1. Sustainability Update

4. Consent Agenda

4.1. Approval of Minutes

May 14, 2024, Regular Meeting

Documents:

[min-cc-2024-05-14 draft.pdf](#)

4.2. Approval of Bills Against the City of Moab in the Amount of \$576,607.01

Documents:

[5-15-24 council consent.pdf](#)
[5-22-24 council consent.pdf](#)

5. General Business

- 5.1.** Community Development Block Grant (CDBG) Second Public Hearing
- 5.2.** Consideration of Approval of a Letter of Funding Commitment for the Swanny Park Playground Community Development Block Grant (CDBG)

Documents:

moab_cdbg 24_agenda summary for mayor signature.pdf

- 5.3.** Public Hearing for Ordinance 2024-01: An Ordinance of the City Council of Moab Annexing the TJ Moab Enterprises Property at 1082 South Main Street to the City Of Moab and Assigning the Zone of C-4 General Commercial to the Parcel
- 5.4.** Consideration of Adoption of Ordinance No. 2024-01: An Ordinance to Annex the property located at approximately 1082 South Highway 191, Moab UT 84532, located in unincorporated Grand County

Documents:

*agenda summary - tj moab annexation.pdf
exhibit 1_2023 10 24 tj moab enterprises llc pre-annexation
agreement - recorded.pdf
exhibit 2_shumway_annexation staff report.pdf
exhibit 3_shumway_annexation matrix.pdf
exhibit 4_24.0004_tj moab enterprises annexation petition -
complete 02-28-24.pdf
exhibit 5_notice of certification - tj moab enterprises - final.pdf
exhibit 6_draft ordinance 2024_ 01_re_ 1082 s main
annexation.pdf*

- 5.5.** Consideration of Adoption of Resolution No. 11-2024: A Resolution Approving the Red Rock Retreat Townhome Plat Application for Property Located at 241 East 100 North, Moab UT 84532

Documents:

*red rock retreat townhome plat_cc agenda summary
052824.pdf
exhibit 1 draft planning resolution 11-2024 red rock
retreat_townhome plat.pdf
exhibit 2_vicinity map.pdf
exhibit 3_recorded county plat.pdf
exhibit 4_draft survey plat.pdf
exhibit 5_hoa draft.pdf
exhibit 6_final plat matrix.pdf*

- 5.6.** Consideration of Approval of Resolution 16-2024: A Resolution of the City of Moab Approving an Extension of the Monument Waste Services Franchise Agreement Between the City and Canyonland Solid Waste Authority for Solid Waste Management Services

Documents:

*moab city council resolution solid waste franchise agreement
extension.pdf*

6. City Manager Updates

7. Mayor and Council Reports

8. Executive (Closed) Session

8.1. Strategy Session to Discuss the Purchase, Exchange, or Lease of Real Property

8.2. Strategy Session to Discuss Reasonably Imminent and/or Pending Litigation

9. Adjournment

Special Accommodations:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Recorder's Office at 217 East Center Street, Moab, Utah 84532; or phone (435) 259-5121 at least three (3) working days prior to the meeting.

Check our website for updates at: www.moabcity.org

MOAB CITY COUNCIL MINUTES--DRAFT
REGULAR MEETING
May 14, 2024

Moab City Council held its Regular Meeting on the above date in Council Chambers. Archived audio is at www.utah.gov/pmn and video is at www.youtube.com/watch?v=tWIxuHGhMs8.

Regular Meeting Attendance and Call to Order:

Mayor Joette Langianese called the meeting to order at 6:00 p.m. Bill Agee led the Pledge of Allegiance. Councilmembers Tawny Knuteson-Boyd, Luke Wojciechowski, Jason Taylor, Colin Topper and Kaitlin Myers attended. Also in attendance were Interim City Manager David Everitt, Code Compliance Specialist Mona Pompili, Treasurer Marcy Mason, Recorder Sommar Johnson, Community Development Director Michael Black, Transit Coordinator and Grant Writer Richard Lory, Assistant Police Chief James Blanton Jr., Parks, Recreation and Trails Director Brianna Bowker, Attorney Lisa Watts Baskin and eight members of the public.

Public Comments:

Theresa King spoke about the upcoming arts festival. She thanked City staff and mentioned the arts festival is celebrating its 30th anniversary.

Jessica O'Leary cited a children's book called "If You Give a Mouse a Cookie," illustrating a ripple effect regarding the Center Street project designed to slow traffic and provide more parking downtown. She said drivers are using 100 South and 300 South instead of Center and are driving faster down these streets. She said she lives on 100 South adjacent to the ballfield. She asked Council to continue looking at ways to keep downtown pedestrian and bicycle-friendly. She also noted the fence around the ballfield is not high enough to keep several baseballs a day from landing in her yard across the street. She noted ballfield visitors tend to park in front of residences to avoid balls, and block driveways. She said she has broken pots in her yard from baseballs, as well as ballplayers entering her yard to retrieve balls.

Bill Agee stated he resides on Mill Creek Drive and spoke about the upcoming resurfacing project. He cited the recent chipseal failure and said it was commonly held that the failure was caused by low temperatures and unwashed gravel. He stated the volume and type of traffic, with heavy trucks and off-highway vehicles, were part of the problem. He said chipseal is considered a temporary treatment and is not appropriate for Mill Creek Drive. He urged Council to consider a different type of pavement more suitable to the traffic conditions, namely "mill and fill" asphalt paving. He asked why secondary roads in the area, including 200 South, Tusher and Oak, are being repaved but not Mill Creek Drive. He said he wants Mill Creek Drive to be paved in the same manner.

Presentations: Grand County Emergency Medical Services (EMS) Director Andy Smith reported on an upcoming EMS Week. He reported on the EMS Special Service District for new Councilmembers and presented the mission and vision of EMS. He invited Councilmembers to ride along with crews.

Canyonlands Solid Waste Executive Director Mike Kenerly reported on Solid Waste Special Service District (SSD) #1. He pointed out that solid waste services such as the landfill, recycling center, and truck crews are provided by a local government entity which functions solely on revenues from transfer, pickup and tipping fees rather than property tax. The upcoming Interlocal Agreement (ILA) renewal was proposed. He said the negotiated prices reflected one increase in five years. He said that, due to the overhead cost of ordering new bins in volume, 65-gallon bins would be discontinued, while allowing pre-existing 65-gallon bins to remain. Kenerly said every other week service would still be an option. The proposal includes the SSD taking over billing and would guarantee residential pricing for five years. He added the proposal includes a clause requiring an eight-month notice to terminate the agreement. Mayor Langianese asked Interim City Manager Everitt to outline the differences between the existing service and the proposal. Everitt stated the pricing negotiations are ongoing. He said charges for City facilities

were under consideration. He summarized proposed changes, including the discontinuation of 65-gallon bins and curbside pickup of glass for recycling. Councilmember Taylor asked if solid waste services could be put out to bid. Everitt explained that interlocal agreements within government entities did not necessarily have to be put out to bid but it is possible. He also stated that rates are only one factor in the negotiation. It was discussed whether residents could opt out if the City entered into a five or ten-year contract. Taylor opined that the ILA could restrict free market competition; he acknowledged the SSD is likely cheaper but wanted to put it out to bid as a demonstration to constituents. He asked about the pricing difference between bin sizes. Councilmember Wojciechowski said providing the best rates makes entities mutually dependent and acknowledged necessary cost increases. Councilmember Topper stated the SSD was doing so much with so little. Councilmember Knuteson-Boyd noted there was only one bid five years ago, and the SSD supported 39 full-time employees who are mostly located in Moab. Mayor Langianese went over the timeline, contract expiry, and approval responsibilities. Councilmember Myers requested the fee study and stated she was not necessarily in favor of going out to bid.

Consent Agenda—Approved

Councilmember Taylor moved to approve the consent agenda, as follows: ballpark concessionaire contract award, approval of minutes for the April 23, 2024, regular meeting and approval of bills against the City of Moab in the amount of \$1,985,614.88. Councilmember Topper seconded the motion. The motion passed 5-0 with Councilmembers Taylor, Knuteson-Boyd, Topper, Myers and Wojciechowski voting aye.

General Business:

Public Hearing for Community Development Block Grant (CDBG)—Postponed

Mayor Langianese stated that, due to a public noticing error, the public hearing regarding a grant awarded for improvements to the Swanny Park playground was postponed.

Public Hearing regarding adoption of the Fiscal Year 2024-2025 Budget:

Mayor Langianese opened a public hearing regarding adoption of the Fiscal Year 2024-2025 municipal budget at 6:46 p.m. Interim City Manager Everitt provided a brief update on changes between the approved preliminary budget and the version presented for approval. He noted the general fund budget increased by 4.6 percent and predicted no change in sales and use tax revenue. He added that an anticipated municipal property tax would fund some equipment and maintenance costs but is mostly for capital improvements. He said the general fund increases included maintaining personnel and managing the City's assets, and he outlined changes including eliminating the Assistant City Manager position, potential funding for nuisance abatements such as abandoned vehicles and junk cleanup, Walnut Lane mitigation, and a road fund transfer. There were no public comments and Mayor Langianese closed the public hearing at 6:52 p.m.

Adoption of the Fiscal Year 2024-2025 Budget—Approved

Motion: Councilmember Knuteson-Boyd moved to approve adoption of **Resolution 13-2024**: a resolution adopting the fiscal year 2024-2025 budget. Councilmember Myers seconded the motion.

Discussion: Myers stated she was impressed by her first budget process and thanked staff.

Vote: The motion passed 5-0 with Councilmembers Taylor, Knuteson-Boyd, Topper, Myers and Wojciechowski voting aye.

Adoption of Pay Plan Schedule—Approved

Motion: Councilmember Wojciechowski moved to approve **Ordinance 2024-02**: an ordinance adopting the City of Moab Pay Plan Schedule and adopting the exempt and elected officials' salaries for Fiscal Year 2024-2025. Councilmember Topper seconded the motion.

Discussion: Councilmember Myers stated she supports cost of living adjustments for elected officials. She said that, in general, it is good practice. She added she supports consideration of salaries in view of the proposed property tax. She said there is constituent pushback regarding municipal employee salaries and added she wants to support a living wage. Councilmember Taylor stated the proposed property tax is

not for wages but is rather for infrastructure projects such as road improvements.

Vote: The motion passed unanimously.

Red Rock Flats II Amended Pre-Annexation Agreement—Approved

Presentation: Mayor Langianese and Community Development Director Black explained the amended pre-annexation agreement reconsidered an approved pre-annexation agreement and reduced the size of the project from 60 units to 54 units. It was mentioned the intention was to house mostly Active Employment Households (AEH), with a 50 percent occupancy requirement for AEH.

Motion: Councilmember Knuteson-Boyd moved to approve **Resolution 14-2024**: a resolution approving the Red Rock Flats II Amended Pre-Annexation Agreement for property located at 1410 South Highway 191, Moab UT 84532, with specific provisions as outlined in the amended Pre-Annexation Agreement. Councilmember Taylor seconded the motion.

Discussion: Councilmember Myers expressed dismay at the reduction in the number of required AEH units from 30 to 27. She wanted to hold the developer to the minimum 30-unit AEH promise. Mayor Langianese stated the 50 percent threshold was an issue for the lender. Councilmember Knuteson-Boyd stated her satisfaction that there would still be 27 AEH units guaranteed. She added the developer was cooperative about many City requests and she supported the change. Councilmembers Topper and Wojciechowski concurred with Knuteson-Boyd.

Vote: The motion passed 4-1 aye with Councilmembers Taylor, Knuteson-Boyd, Topper and Wojciechowski voting aye and Councilmember Myers voting nay.

400 East Scour Mitigation Contract—Approved

Presentation: Assistant City Engineer Jolissaint explained flood mitigation work done in the streambeds so far constituted temporary rip rap and the proposed contract was for the first permanent repair and reflected the low bid. Councilmember Taylor asked why the insurer was not paying for the entire cost of repairs and Jolissaint explained the insurer balked at the scope of the project. He said insurance would cover costs to the standard of the pre-existing conditions, which City staff did not feel was sufficient. Councilmember Topper asked how the new work would be different and Councilmember Knuteson-Boyd asked why the bids were so wide-ranging.

Motion and Vote: Councilmember Wojciechowski moved to approve a contract award to Beh Brothers Construction, LLC, for the 400 East Scour Mitigation on Mill & Pack Creeks Project. Councilmember Knuteson-Boyd seconded the motion. The motion passed 5-0 with Councilmembers Taylor, Knuteson-Boyd, Topper, Myers and Wojciechowski voting aye.

Interim City Manager Updates: Interim City Manager Everitt announced a website update for information pertaining to the City's strategic plan, with assistance from Treasurer Mason. He noted it is business license renewal season. He invited Councilmembers to a police awards banquet.

Mayor and Council Reports:

Councilmember Topper reported on a meeting of the solid waste district, and noted his participation in a planning development process, an active transportation tour, a downtown tour, a road safety assessment, and met to discuss Safe Routes to School and TrailMix projects.

Councilmember Wojciechowski reported on activities regarding Walnut Lane, comments about the Water Utility Resource Management Plan, the local Homeless Council, and Mental Health Awareness Month. He said overdose occurrences are up and Moab Free Health Clinic was promoting produce for healthy diets.

Councilmember Myers reported she attended the recent car show, the road safety audit, the downtown site visit regarding the master plan, a housing task force meeting, and spoke about neuro-inclusive housing. She mentioned updates at Arroyo Crossing, a new Green River affordable housing project, a meeting of the Utah Renewal Communities board, and a luncheon with the president of Zions Bank. She mentioned work on housing affordability policy, and said she met with residents of Walnut Lane. She

concluded by thanking staff and Council for efforts regarding Walnut Lane.

Councilmember Taylor reported he participated in a planning and zoning process, a Safe Routes to School exercise, the downtown tour with Utah Department of Transportation, and said he met with the Mayor and Councilmember Knuteson-Boyd. He reported on a meeting of the Travel Council, at which Moab as a destination wedding venue was discussed.

Councilmember Knuteson-Boyd reported on the Museum gala and a meeting with the Mayor and Councilmember Taylor, and said she met with a representative of the Rural Utah Project and the mayor of Helper regarding citizen participation in boards and commissions. She said she attended the road safety meeting and urged staff to inform Council about what support is needed from Council.

Mayor Langianese announced she was working with the recruiter for a new City Manager and discussed the timeline for the screening and interview process. She said she attended meetings regarding road safety, Walnut Lane, and paving Mill Creek Drive. She said there is an ongoing energy audit of City facilities and she spoke with a lender on behalf of an Aggie Boulevard developer. She mentioned a meeting with Curtis Wells regarding the City's Community Permanent Impact Board (CIB) request for funding for a water tank.

Executive (Closed) Session:

Motions and Votes: Councilmember Topper moved to enter a closed session to discuss reasonably imminent and/or pending litigation and the sale of real property. Councilmember Wojciechowski seconded the motion. The motion passed unanimously. Mayor Langianese convened the executive closed session at 7:40 p.m. Councilmember Wojciechowski moved to end the closed session. Councilmember Knuteson-Boyd seconded the motion. The motion passed unanimously. Mayor Langianese ended the closed session at 8:10 p.m.

Adjournment: Councilmember Myers moved to adjourn. Councilmember Topper seconded the motion. The motion passed unanimously. The Mayor adjourned the meeting at 8:11 p.m.

APPROVED: _____

Joette Langianese, Mayor

ATTEST: _____

Sommar Johnson, City Recorder

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 05/09/2024 to 05/15/2024

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
AD-VERTISER	275657	05/15/2024	\$171.00			Purchasing
AFFEKATIVE SOFTWARE LLC	275658	05/15/2024	\$155.45			Purchasing
Aguilar, Valentin	275656	05/15/2024	\$2,675.00			Purchasing
AMAZON CAPITAL SERVICES	275659	05/15/2024	\$5,075.36			Purchasing
AT&T MOBILITY II, LLC	275660	05/15/2024	\$2,200.78			Purchasing
Begay, Darrell	275646	05/10/2024	\$2,500.50			Purchasing
Benally, Sheridan	275645	05/09/2024	\$500.00			Purchasing
Bencomo, Leticia	275647	05/13/2024	\$12,500.00			Purchasing
Bosh, Beachem	275661	05/15/2024	\$212.79			Purchasing
BOWEN COLLINS & ASSOCIATES INC.	275662	05/15/2024	\$6,721.50			Purchasing
Calzada, Celia	275650	05/13/2024	\$2,500.00			Purchasing
CANYONLANDS ADVERTISING	275663	05/15/2024	\$484.40			Purchasing
CANYONLANDS AUTO & MINING SUP	275664	05/15/2024	\$159.94			Purchasing
CANYONLANDS COPY CENTER	275665	05/15/2024	\$80.00			Purchasing
CARD SIGNS	275666	05/15/2024	\$860.00			Purchasing
CHEMTECH-FORD INC.	275667	05/15/2024	\$871.00			Purchasing
Contreras, Aljandro	275668	05/15/2024	\$63.00			Purchasing
Cruz, Melva	275653	05/14/2024	\$2,500.00			Purchasing
CUSTOMER REFUNDS	275669	05/15/2024	\$300.00			Purchasing
CUSTOMER REFUNDS	275670	05/15/2024	\$5.00			Purchasing
CUSTOMER REFUNDS	275671	05/15/2024	\$196.95			Purchasing
CUSTOMER REFUNDS	275672	05/15/2024	\$35.00			Purchasing
CUSTOMER REFUNDS	275673	05/15/2024	\$65.00			Purchasing
CUSTOMER REFUNDS	275674	05/15/2024	\$65.00			Purchasing
CUSTOMER REFUNDS	275675	05/15/2024	\$65.00			Purchasing
CUSTOMER REFUNDS	275676	05/15/2024	\$150.00			Purchasing
DESERT WEST OFFICE SUPPLY	275677	05/15/2024	\$337.10			Purchasing
DEWEY'S RESTAURANT AND BAR	275678	05/15/2024	\$202.59			Purchasing
ESQUEDA JAIME, ALEJANDRO	275643	05/09/2024	\$7,500.00			Purchasing
FIRE TEAM SECURITY, INC.	275679	05/15/2024	\$840.00			Purchasing
GMP CONSULTANTS LLC	275680	05/15/2024	\$7,000.00			Purchasing
Goldtooth Hatahle, Mary	275651	05/14/2024	\$10,200.00			Purchasing
GRAINGER	275681	05/15/2024	\$137.34			Purchasing
GRAND COUNTY SOLID WASTE SSD	275682	05/15/2024	\$2,925.00			Purchasing
GRAND JUNCTION WINWATER WORK	275683	05/15/2024	\$907.48			Purchasing
GRAND TIRE PROS	275684	05/15/2024	\$1,176.00			Purchasing
HANSEN ALLEN & LUCE INC	275685	05/15/2024	\$13,588.15			Purchasing
IDEXX DISTRIBUTION INC	275686	05/15/2024	\$1,344.98			Purchasing
J-U-B ENGINEERS INC.	275687	05/15/2024	\$4,524.30			Purchasing
JACKSON EXCAVATION, INC.	275688	05/15/2024	\$17,994.00			Purchasing
Lee, Sophia	275654	05/14/2024	\$2,500.00			Purchasing
LIMBWALKER TREE CARE, LLC	275689	05/15/2024	\$2,200.00			Purchasing
Manson, Homer	275648	05/13/2024	\$2,500.00			Purchasing
MARCY MASON	275690	05/15/2024	\$1,994.79			Purchasing
MC VENTURES DBA MATT'S TOOLS	275691	05/15/2024	\$376.10			Purchasing
MOAB COMMUNIY CYCLES	275692	05/15/2024	\$7,032.00			Purchasing
MOAB GRILL	275693	05/15/2024	\$146.51			Purchasing
MOAB MAILING CENTER	275694	05/15/2024	\$95.16			Purchasing
MOAB SUN NEWS	275695	05/15/2024	\$240.00			Purchasing
MOAB VETERINARY CLINIC	275696	05/15/2024	\$600.00			Purchasing
MOST DEPENDABLE FOUNTAINS, INC	275697	05/15/2024	\$6,525.00			Purchasing
MUNRO SUPPLY INC	275698	05/15/2024	\$647.65			Purchasing
NEVEREST EQUIPMENT COMPANY	275699	05/15/2024	\$960.95			Purchasing
ODP BUSINESS SOLUTIONS, LLC	275700	05/15/2024	\$70.58			Purchasing
PACKARD WHOLESALE	275701	05/15/2024	\$1,037.60			Purchasing
PITNEY BOWES INC - PURCHASE PO	275702	05/15/2024	\$500.00			Purchasing
PITNEY BOWES INC - RENTAL	275703	05/15/2024	\$722.64			Purchasing
POWERDMS INC	275704	05/15/2024	\$3,071.10			Purchasing
PROFESSIONAL DOCUMENT SOLUTI	275705	05/15/2024	\$29.04			Purchasing
PROVELOCITY	275706	05/15/2024	\$4,620.00			Purchasing
REVCO LEASING COMPANY	275707	05/15/2024	\$234.94			Purchasing
RIVERSIDE PLUMBING & HEATING	275708	05/15/2024	\$173.30			Purchasing
ROBLES, TOMAS	275644	05/09/2024	\$2,500.00			Purchasing
Rolfe, Dan	275652	05/14/2024	\$2,500.00			Purchasing
ROYCE'S ELECTRONICS SITE MANAG	275709	05/15/2024	\$200.00			Purchasing
SKYLER CURRIE	275710	05/15/2024	\$785.00			Purchasing
SOUTHEASTERN UTAH DISTRICT HE	275711	05/15/2024	\$70.00			Purchasing
STANDARD PLUMBING SUPPLY CO.	275712	05/15/2024	\$217.56			Purchasing
SYMBOL ARTS	275713	05/15/2024	\$805.00			Purchasing
THE LIFEGUARD STORE	275714	05/15/2024	\$1,410.09			Purchasing
UTAH JAZZ	275715	05/15/2024	\$4,111.00			Purchasing
UTAH LOCAL GOVERNMENTS TRUST	20240515	05/15/2024	\$8,158.25			Purchasing
UTAH STATE DIVISION OF FINANCE	275716	05/15/2024	\$37,872.01			Purchasing

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 05/09/2024 to 05/15/2024

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Vizcarra, Carlos	275655	05/15/2024	\$2,500.00			Purchasing
WALKER DRUG	275717	05/15/2024	\$30.86			Purchasing
WALKER'S TRUE VALUE HARDWARE	275718	05/15/2024	\$323.47			Purchasing
XEROX CORPORATION	275719	05/15/2024	\$417.15			Purchasing
ZIONS BANK PUBLIC FINANCIAL SER	275720	05/15/2024	\$500.00			Purchasing
ZUNICH BROS. MECHANICAL LLC	275721	05/15/2024	\$230.00			Purchasing
			<u>\$208,697.36</u>		<u>\$0.00</u>	

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 05/16/2024 to 05/22/2024

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Aldaba, Patricia	275722	05/21/2024	\$7,500.00			Purchasing
AMAZON CAPITAL SERVICES	275724	05/22/2024	\$3,866.14			Purchasing
CANYONLANDS AUTO & MINING SUP	275725	05/22/2024	\$421.31			Purchasing
CANYONLANDS COPY CENTER	275726	05/22/2024	\$270.00			Purchasing
CHEMTECH-FORD INC.	275727	05/22/2024	\$289.00			Purchasing
CIVIL SCIENCE INFRASTRUCTURE IN	275728	05/22/2024	\$43,348.36			Purchasing
CUSTOMER REFUNDS	275729	05/22/2024	\$35.00			Purchasing
CUSTOMER REFUNDS	275730	05/22/2024	\$35.00			Purchasing
CUSTOMER REFUNDS	275731	05/22/2024	\$170.00			Purchasing
CUSTOMER REFUNDS	275732	05/22/2024	\$35.00			Purchasing
CUSTOMER REFUNDS	275733	05/22/2024	\$105.00			Purchasing
CUSTOMER REFUNDS	275734	05/22/2024	\$35.00			Purchasing
CUSTOMER REFUNDS	275735	05/22/2024	\$240.00			Purchasing
DEPT OF PUBLIC SAFETY	275736	05/22/2024	\$6,000.00			Purchasing
DEPT OF PUBLIC SAFETY TRUST FUN	275737	05/22/2024	\$1,900.00			Purchasing
DESERT WEST OFFICE SUPPLY	275738	05/22/2024	\$38.00			Purchasing
DOMINION ENERGY	275739	05/22/2024	\$5,307.30			Purchasing
GARDNER ENERGY	275740	05/22/2024	\$1,480.00			Purchasing
GRAND COUNTY SOLID WASTE SSD	275741	05/22/2024	\$8,397.00			Purchasing
JACKSON EXCAVATION, INC.	275742	05/22/2024	\$160,224.00			Purchasing
LEXIPOL LLC	275743	05/22/2024	\$3,999.00			Purchasing
METERWORKS INC.	275744	05/22/2024	\$6,691.27			Purchasing
MOAB AUTO PARTS INC.	275745	05/22/2024	\$12.76			Purchasing
MOAB DOWNTOWNER LLC	275746	05/22/2024	\$54,841.27			Purchasing
MOAB MAILING CENTER	275747	05/22/2024	\$43.49			Purchasing
MOAB SUN NEWS	275748	05/22/2024	\$270.00			Purchasing
MULBERRY METAL WORKS LLC	275749	05/22/2024	\$300.00			Purchasing
MY TREE GUYS LLC	275750	05/22/2024	\$3,400.00			Purchasing
PACKARD WHOLESALE	275751	05/22/2024	\$49.10			Purchasing
PIPE DREAM LLC	275763	05/22/2024	\$1,375.00			Purchasing
PITNEY BOWES INC - PURCHASE PO	275752	05/22/2024	\$1,000.00			Purchasing
PREMIER VEHICLE INSTALLATION	275753	05/22/2024	\$1,494.00			Purchasing
REVCO LEASING COMPANY	275754	05/22/2024	\$675.33			Purchasing
RIVERSIDE PLUMBING & HEATING	275755	05/22/2024	\$145.20			Purchasing
SALT LAKE WHOLESALE SPORTS	275756	05/22/2024	\$4,881.00			Purchasing
SKAGGS	275757	05/22/2024	\$1,669.47			Purchasing
STANDARD PLUMBING SUPPLY CO.	275758	05/22/2024	\$87.03			Purchasing
SYMBOL ARTS	275759	05/22/2024	\$1,639.50			Purchasing
UTAH STATE DIVISION OF FINANCE	275723	05/22/2024	\$44,450.49			Purchasing
VILLAGE MARKET	275760	05/22/2024	\$71.35			Purchasing
WALKER DRUG	275761	05/22/2024	\$172.92			Purchasing
WALKER'S TRUE VALUE HARDWARE	275762	05/22/2024	\$945.36			Purchasing
			\$367,909.65		\$0.00	

Moab City Council Agenda Item

Meeting Date: May 28, 2024

Title: Swanny Park Playground Community Development Block Grant (CDBG) Letter of Funding Commitment.

Disposition: Discussion and possible action

Staff Presenter: Brianna Bowker, PRT Director

Attachment(s):

Attachment 1 – Letter of Funding Commitment

Recommended Motion:

“I move to approve the Mayor to sign the letter committing the City of Moab to a local contribution of \$530,081.92 for the 2024 CDBG Swanny Park All-Abilities Playground proposal.”

Background/Summary:

The City of Moab’s CDBG application for a Swanny Park Playground reconstruction has been approved to move forward to the final stages by the Southeastern Regional Development Agency (SERDA) and the State’s CDBG team.

The conceptual estimate for the All-Abilities Playground totaled \$780,081.92. The CDBG request is \$250,000. The City of Moab contribution is \$530,081.92.

Moab City Council Agenda Item
T.J. Moab Enterprises LLC, 1082 S HWY 191 Annexation
Meeting Date: May 28, 2024

Title: Consideration and possible action on Moab City Ordinance #2024-01, An Ordinance to Annex the property located at approximately 1082 South Highway 191, Moab UT 84532 located in Unincorporated Grand County.

Disposition: Discussion and Possible Action

Staff Presenter: Michael Black, Community Development Director

Attachment(s):

- Exhibit 1: Recorded Pre-Annexation Agreement
- Exhibit 2: Staff Report
- Exhibit 3: Annexation Matrix
- Exhibit 4: Notice of Intent
- Exhibit 5: Annexation Certification
- Exhibit 6: Draft Ordinance

Options:

1. Approve with or without modifications;
2. Table item and give specific directions to the applicant and staff as to additional information needed;
3. Deny Annexation Request

Motion for Approval: I move that the Moab City Council approve Moab City Ordinance No. 2024-01, An Ordinance to approve the Annexation of property located 1082 S HWY 191, Moab, UT 84532, subject to written approval by Grand County.

Applicant: TJ Moab Enterprises LLC;

Background: TJ Moab Enterprises LLC is requesting their property be annexed into Moab City's jurisdiction for property located at 1082 South Highway 191, Moab, UT. The subject property proposed to be annexed is one parcel that totals approximately .52 acres. The proposed annexation will bring the property into the City of Moab's jurisdiction. City Council reviewed and accepted a pre-annexation agreement on September 12, 2023. The application for annexation was initially submitted to the City on February 21, 2024. City Council officially accepted the application for annexation on March 26, 2024 and the annexation was certified on April 12, 2024. Section 1.32 of the Moab Municipal Code Governs the Annexation of land into the City.

Project Summary:

Location: 1082 South Highway 191, Moab, UT 84532
Property Owner: TJ Moab Enterprises LLC
Applicant: TJ Moab Enterprises LLC
Parcel Size: .52 Acres
Existing Zone: HC Highway Commercial Zone
Proposed Zone: C-4 General Commercial Zone

Narrative Summary:

TJ Moab Enterprises LLC is the owner of the parcel of land located at approximately 1082 South Highway 191 in unincorporated Grand County. The total size of the property to be annexed is approximately .52 acres. The current Grand County zoning district for the property is HC Highway Commercial, with an existing commercial use. If the property were to be annexed into the City of Moab

jurisdiction, the applicant has requested they be designated in C-4 General Commercial Zone. The proposed use, once annexed, will be a three-story building with a mixed-use development of cafe/retail commercial and outdoor seating space on the first floor and office space on the second and third floor. There are no residential units proposed at this time.

Moab Municipal Code Process:

17.72.100 Matrix of advisory, land use authority, and appeal bodies.

A. The appeal authority is authorized to hear and decide the following appeals, which are designated by the term AA in the column labeled “Appeal Body.” As used in this matrix, PC means Planning Commission; CC means City Council; DC means district court; BC means the boundary commission; and NA means not applicable.

Application/Action	Advisory Body	Land Use Authority	Appeal Body	Required Public Hearing
Zone Change	Planning Commission (PC)	City Council (CC)	District Court (DC)	Yes, PC
Land Use Map Amendment or Text Amendment	PC	CC	DC	Yes, PC
General Plan Amendment	CC	CC	DC	Yes, PC
Annexation	PC	CC	Boundary Commission/DC	Yes, CC
Pre-Annexation Agreement	NA	CC	DC	No
Conditional Use	PC	CC	DC	No
Site Plan Tier I	NA	Staff	AA	No
Site Plan Tier II	Staff	PC	AA	No
Master Planned Development Prelim. MPD	PC	CC	AA	Yes, PC

Application/Action	Advisory Body	Land Use Authority	Appeal Body	Required Public Hearing
Master Planned Development Final MPD	PC	CC	AA	No
Zoning Code Interpretation	NA	Zoning Administrator	AA	No
Nonconforming Use	NA	Zoning Administrator	AA	No
Variances	Zoning Administrator	AA	DC	No
Floodplain Ordinance	NA	Zoning Administrator	AA	No
Hillside Ordinance	PC	CC	AA	No
Planned Unit Development	PC	CC	AA	Yes, PC
Subdivision, Less than Five Lots	Staff	PC	AA	No
Subdivision, Five Lots or More	PC	CC	AA	Yes, PC
Home Occupation	NA	Zoning Administrator	AA	No
Accessory Use or Structure	NA	Zoning Administrator	AA	No
Accessory Dwelling Unit	NA	Zoning Administrator	AA	No
Geologic Hazard Determination	Staff	Same as for the Underlying Application	Expert Panel per Section 17.72.230 .	No

B. In the event of any conflict between the designation of the applicable appeal authority in this section and the terms of any other provision of the Moab Municipal Code, the terms of this section shall control.

C. Where the appeal authority is not designated as the appellate body, review shall be obtained by filing an action in the district court. (Ord. 18-01 (part), 2018; Ord. 17-23 (part), 2017)

01.32.020 Process: Annexation of Property:

The City Recorder, upon receiving a petition for annexation, shall:

- 1. Submit the petition to the City Council, which shall accept the petition for further consideration or reject the petition fourteen days.*
- 2. If the petition is rejected by the City notification shall be sent to the county clerk and to the sponsors of the petition within five days of the denial.*
- 3. If accepted by the City Council, the petition shall be reviewed by the City Recorder for completeness and compliance with applicable law, which review and certification shall be completed within thirty days of acceptance. If the petition complies, the City Recorder shall certify the petition and provide notice of same to the City Council.*
- 4. Within ten days of receipt notice of certification by the City Council, notification of the proposed annexation shall be published in a newspaper of general circulation for three consecutive weeks.*
- 5. Within twenty days of receipt of notice of certification by the City Council, notification of said annexation shall be sent to all affected entities listed in 1.32.030.H.*

B. Upon certification by the City Recorder the petition or application may be submitted to the Planning Commission for analysis and review according to the annexation policy plan and for recommendations with respect to the appropriate zoning.

C. Protests to the proposed annexation shall be:

- 1. Filed no later than thirty days after receipt by the City Council of certification from the City Recorder.*
- 2. Protests may be filed by the legislative bodies of affected entities listed in 1.32.030.H.*
- 3. If protests are filed, the City Council may deny the annexation at the next meeting, or it may await the decision by the boundary commission.*
- 4. If no protests are filed, the City Council may approve the annexation at a public hearing held after providing not less than seven days advance notice.*
- 5. The boundary commission shall hear protests within thirty days of the deadline for filing said protests.*
- 6. Within thirty days of initiating hearings on protests filed, the boundary commission shall render a written decision.*

7. The City Council may deny or grant annexation after receiving the decision of the boundary commission approving the annexation. In the event of denial of the annexation by the boundary commission the City Council shall deny the annexation. (Ord. 03-02 (part), 2003)

WHEN RECORDED RETURN TO:

City of Moab
Attn: City Recorder
217 E Center Street
Moab, UT 84532

Ent 552252 Bk 956 Pg 567 - 598
Date: 24-OCT-2023 3:59:38PM
Fee: None Filed By: LWD
JOHN ALAN CORTES, Recorder
GRAND COUNTY CORPORATION
For: MOAB CITY

**PRE-ANNEXATION AGREEMENT
BETWEEN TJ MOAB ENTERPRISES,
LLC, AND CITY OF MOAB**

THIS PRE-ANNEXATION AGREEMENT (“**Pre-Annexation Agreement**”) is entered by and between TJ Moab Enterprises, LLC, a Utah limited liability company (“**Property Owner**”), and the CITY OF MOAB, a municipality and political subdivision of the State of Utah (the “**City**”). Property Owner and the City are hereinafter sometimes referred to individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

A. Property Owner is the owner of one parcel, totaling approximately 0.52 acres, that is currently located in Grand County and is not located in the City at approximately 1082 South Hwy 191, Grand County, Utah, or 1082 South Main Street, in Moab, Utah, Parcel No. 02-0SWE-0005, more fully described in Exhibit A which is attached hereto and incorporated by this reference (the “**Property**”).

B. The Property’s current zoning designation in Grand County is Highway Commercial (“HC”) in the Grand County Land Use Code 2.10 and is identified at 3.1 use table as an approved use for “Household Living Dwelling, multi-family,” and that such use is “permitted by right.”

C. The Parties have been in discussions regarding the Property’s annexation into the City.

D. It is the intent of this Pre-Annexation Agreement to provide a clear understanding of the zoning for the use and future development of the Property in accordance with Chapter 17.27 of the Moab Municipal Code, C-4 General Commercial Zone, and to be in compliance with the provisions of the Moab Municipal Code and other applicable land use regulations (collectively “**Land Use Regulations**”), including that no short term rentals are permitted pursuant to 17.27.020 A.13.a. where there are no established overnight accommodations nor any new overnight accommodations proposed.

E. It is also the intent of this Pre-Annexation Agreement to provide a clear understanding of the legal requirements and procedures that govern the annexation of the Property, including but not limited to Chapter 1.32 of the Moab Municipal Code and UTAH CODE § 10-2-401, *et seq.*

F. The City, acting pursuant to its authority under UTAH CODE § 10-9a-101, *et seq.* has made certain determinations with respect to the Property, and in the exercise of its legislative

discretion, has elected to approve this Pre-Annexation Agreement after all necessary public hearings and procedures have been conducted.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Incorporation of Recitals.** The Recitals and Exhibits are hereby incorporated by reference as part of this Pre-Annexation Agreement.
- 2. Annexation to City of Moab.** Utah law favors that development take place within the boundaries of cities and towns where land is located in a city's annexation policy declaration area. The Property is within the "General Plan annexation area boundary description" identified in the Moab Municipal Code 1.32.030 of the City's declaration area.
- 3. Petition.** The Property Owner shall follow the applicable laws, regulations, and ordinances, including but not limited to UTAH CODE § 10-2-401, *et seq.* and Moab Municipal Code Chapter 1.32 (collectively, the "**Annexation Process**") in seeking annexation of the Property. Upon receipt of a complete petition that complies with all applicable legal requirements, the City shall complete its review process in accordance with the Annexation Process.
- 4. Decision on Petition.** The City shall use all reasonable efforts to either approve or reject the Property's petition as soon as reasonably practicable and without undue delay in accordance with the requirements of the Annexation Process. If reasonable circumstances require additional time (such as Property Owner's failure to provide legally required information, third party protest, or state or local mandated notice provisions), both parties shall continue to cooperate to expedite the review to the extent the Annexation Process allows. Property Owner shall provide at least 14 days' written notice of its intent, if any, to withdraw the petition, but shall not withdraw the petition prior to the City Council's rendering a final decision/vote.
- 5. Zoning Upon Annexation.** It is agreed that upon the issuance of a Certificate of Annexation by Lieutenant Governor that the Property shall be placed in the "C-4 General Commercial Zone," which does not currently permit new overnight accommodation units pursuant to zoning standards in Moab Municipal Code 17.27.020.
- 6. Development Requirements.** If the City grants the petition, the following shall be express conditions of the annexation in addition to any other requirements set forth in applicable law, regulation, and ordinance:
 - 6.1. Site Plan.** The Property Owner shall develop a mixed-use commercial project as set forth in the attached site plan attached hereto as Exhibit B (hereinafter the "**Project**").
 - 6.2. Restrictive Covenant Agreement.** Upon completion of the Project and during its operation, the Property Owner shall execute a restrictive covenant agreement to be recorded against the Property that shall require one hundred (100) percent of the Project's residential

units, if any, be leased to (i) "Active Employment Households" ("AEH") as that term is defined in Section 17.06.020 of the Moab Municipal Code or applicable successor ordinance or (ii) to students, faculty, or long-term visitors (more than 30 days) of any institution of higher education that is listed with the U.S. Department of Education eligible to participate in the Title IV federal student aid programs where the person attends the institution from within Grand County ("Title IV Program"). The restrictive covenant agreement shall have a term of fifty (50) years and shall be in substantially the same form as set forth Exhibit C, the Restrictive Covenant Agreement. If the owner of record of the Property provides the City with written evidence showing that a lender has foreclosed upon and acquired the Property, the City shall execute all documents that may be needed to terminate the restrictive covenant agreement.

6.3 *Sustainability Requirements.* The Parties agree that any annexation of the Property the City may approve shall be subject to the express condition that the Property apply LEED standards in construction to meet sustainability requirements as attached hereto in Exhibit D (hereafter "Sustainability Requirements") which shall provide bicycle facilities, electric vehicle charging stations, rainwater management, heat island reduction, light pollution reduction, outdoor water use reduction, indoor water use reduction, dedicated location for recycling containers, and bird safety glass.

7. Vested Rights.

7.1. *Vested Rights.* Property Owner shall have the vested right to develop the Property as a mixed-use commercial project in the "C-4 General Commercial Zone" as set forth in Chapter 17.27 of the Moab Municipal Code, in accordance with and subject to compliance with the terms and conditions of the City's Land Use Regulations then in effect.

7.2. *Reserved Legislative Powers.* The Parties acknowledge that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Property Owner under the terms of this Pre-Annexation Agreement based upon the policies, facts, and circumstances that meet the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Property Owner under this Pre-Annexation Agreement shall be of general application to all development activity in the City; and, unless the City declares an emergency, Property Owner shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine.

8. Successors and Assigns.

8.1. *Binding Effect.* This Pre-Annexation Agreement shall be binding upon all successors and assigns of Property Owner in the ownership or development of any portion of the Property.

8.2. *Assignment.* Neither this Pre-Annexation Agreement nor any of its provisions, terms or conditions may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Pre-Annexation Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or

delayed. Any such request for assignment may be made by letter addressed to the City as provided herein and the prior written consent of the City may also be evidenced by letter from the City to Property Owner or their successors or assigns. Any such assignment shall require the assignee to sign a form of acknowledgement and consent agreeing to be bound by the terms of this Pre-Annexation Agreement.

9. **Default.**

9.1. **Notice.** If Property Owner or the City fails to perform its respective obligations hereunder or to comply with the terms hereof, the Party believing that a default has occurred shall provide notice to the other Party as provided herein. If the City believes that the default has been committed by Property Owner, then the City shall also provide a courtesy copy of the notice to Property Owner.

9.2. **Contents of the Notice of Default.** The Notice of Default shall:

9.2.1. Claim of Default. Specify the claimed event of default;

9.2.2. Identification of Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default;

9.2.3. Specify Materiality. Identify why the default is claimed to be material.

9.3. **Meet and Confer.** Upon the issuance of a Notice of Default, the Parties shall meet within ten (10) business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default.

9.4. **Remedies.** If, after meeting and conferring, the Parties are not able to resolve the default, and if the defaulting Party has not cured the default within sixty (60) days after Notice of Default, then the Parties may have the following remedies:

9.4.1. Legal Remedies. The rights and remedies available at law and in equity, including, but not limited to injunctive relief, specific performance, and termination, but not including damages or attorney's fees.

9.4.2. Enforcement of Security. The right to draw on any security posted or provided in connection with the development of the Property and relating to remedying of the particular default.

9.4.3. Withholding Further Development Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Property.

9.5. **Public Meeting.** Before any remedy in Section 9.4 may be imposed by the City, the Party allegedly in default shall be afforded the right to attend a public meeting before the Council and address the Council regarding the claimed default.

9.6. **Emergency Defaults.** Anything in this Agreement notwithstanding, if the Council finds on the record that a default materially impairs a compelling, countervailing interest of the

City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 9.4 without meeting the requirements of Section 9.5. The City shall give Notice to Property Owner and/or any applicable successor or assign of any public meeting at which an emergency default is to be considered and the allegedly defaulting Party shall be allowed to address the Council at that meeting regarding the claimed emergency default.

9.7. *Extended Cure Period.* If any default cannot be reasonably cured within sixty (60) days then such cure period may be extended as needed, by agreement of the Parties for good cause shown, so long as the defaulting Party is pursuing a cure with reasonable diligence.

10. **Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

11. **Force Majeure.** All time periods imposed or permitted pursuant to this Agreement shall automatically be extended and tolled for: (a) period of any and all moratoria imposed by the City or other governmental authorities in any respect that materially affects the development of the Property; or (b) by events reasonably beyond the control of Property Owner including, without limitation, inclement weather, war, strikes, unavailability of materials at commercially reasonable prices, and acts of God, but which does not include financial condition of the Property Owner or their successors.

12. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended or if mailed be by certified mail, return receipt requested, postage prepaid to such Party at its address shown below:

TJ Moab Enterprises, LLC
c/o Tye Shumway, Manager
285 South 400 East
Moab, UT 84532

City of Moab
Attn: City Recorder
217 E Center Street
Moab, UT 84532

Any Party may change its address or notice by giving written notice to the other Party in accordance with the provisions of this Section.

13. **Agreement to Run with the Land.** This Pre-Annexation Agreement shall be recorded in the Office of the Moab City Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on all successors in the ownership and development of any portion of the Property.

14. **Entire Agreement.** This Pre-Annexation Agreement, together with the Exhibits hereto, integrates and constitutes all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

15. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

16. Non-Liability of City Officials or Employees. No officer, representative, agent, or employee of the City shall be personally liable to Property Owner, or any successor-in-interest or assignee of Property Owner, in the event of any default or breach by the City or for any amount which may become due to Property Owner, or its successors or assignees, for any obligation arising out of the terms of this Pre-Annexation Agreement.

17. No Third-Party Rights. The obligations of the Parties set forth in this Pre-Annexation Agreement shall not create any rights in or obligations to any persons or parties other than to the City and the Property Owner. The City and Property Owner alone shall be entitled to enforce or waive any provisions of this Pre-Annexation Agreement to the extent that such provisions are for their benefit.

18. Severability. If any portion of this Pre-Annexation Agreement for any reason is declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Pre-Annexation Agreement had been executed with the invalid portions eliminated.

19. Waiver. No waiver of any of the provisions of this Pre-Annexation Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

20. Survival. All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Pre-Annexation Agreement and shall continue in full force and effect throughout the term of this Pre-Annexation Agreement.

21. Public Information. The Parties understand and agree that all documents related to this Pre-Annexation Agreement shall be public documents, as provided in UTAH CODE. § 63G-2- 101, *et seq.*

22. Governing Law. This Pre-Annexation Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

23. Counterparts. This Agreement may be executed in multiple counterparts which shall constitute one and the same document.

24. Governmental Immunity Act of Utah. The Parties agree and understand that the City is a governmental entity entitled to the protections and safeguards of the Governmental Immunity Act of Utah, UTAH CODE § 63G-7-101 *et. seq.* Except as may be provided in UTAH CODE § 63G-7-301(1)(a) (i.e., waiver as to Municipality's contractual obligations under this Pre-Annexation Agreement), the City neither waives nor relinquishes any applicable provision or protection of that Act.

(Signatures begin on following page)

IN WITNESS WHEREOF, this Agreement has been executed by the Moab City Council as the land use authority for pre-annexation agreements under Moab City Municipal Code 17.72.100(A), and by a duly authorized representative of Property Owner on this 12 day of SEPTEMBER, 2023.

CITY OF MOAB, a Utah Municipality and political subdivision of the State of Utah.

By:



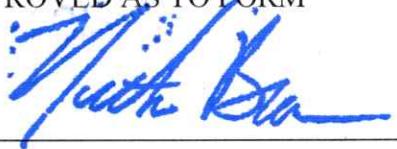
Joette Langianese, Mayor and
Chair, City Council

ATTEST:



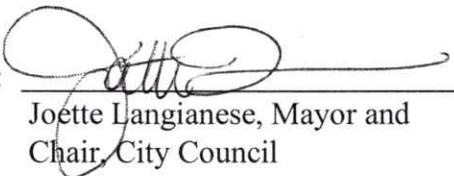
Sommar Johnson, City Clerk/Recorder

APPROVED AS TO FORM



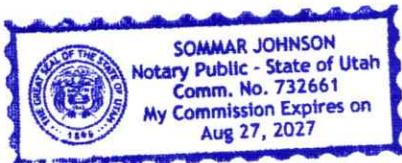
Nathan Bracken, City Attorney

CITY OF MOAB, a Utah Municipality and political subdivision of the State of Utah.

By: 
Joette Langianese, Mayor and
Chair, City Council

STATE OF UTAH)
:ss.
CITY OF GRAND)

On the 2 day of OCTOBER, 2023, personally appeared before me
JOETTE LANGIANESE, who being duly sworn, did say that she is the Mayor of the City of Moab, a Utah Municipality and political subdivision of the State of Utah, and that the foregoing instrument was signed in behalf of said entity and said Joette Langianese, Mayor, duly acknowledged to me that she executed the same for the purposes therein stated.



Sommar Johnson
NOTARY PUBLIC

**TJ MOAB ENTERPRISES, LLC
PROPERTY**

By: Tye Shumway

Its Manager

STATE OF UTAH)
Moab :ss.
CITY OF SALT LAKE)

On the 5th day of October, 2023, personally appeared before me
Tye Shumway, who being duly sworn, did say that he is the Manager of TJ Moab
Enterprises, LLC, and that the foregoing instrument was signed in behalf of said entity and said
Tye Shumway, Manager, duly acknowledged to me that he executed the same for the purposes
therein stated.



Karen Ballantyne
NOTARY PUBLIC

EXHIBIT A

Legal Description

Recorded at the Request of:
South Eastern Utah Title Co. 59,411-G
Mail Tax Notice To:
TJ MOAB ENTERPRISES, L.L.C.
284 McGill AVE
MOAB, UTAH 84532

Ent 523559 Blk 851 Pg 279
Date: 03-APR-2017 2:55:56PM
Fee: \$10.00 Charge
Filed By: GKW
JOHN ALAN CORTES, Recorder
GRAND COUNTY CORPORATION
For: SOUTH EASTERN UTAH TITLE COMPANY
Y

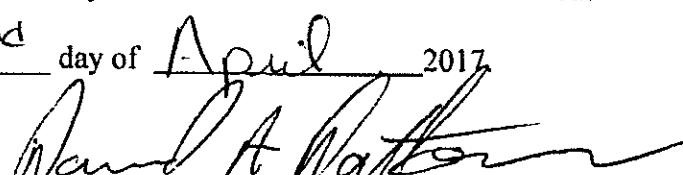
WARRANTY DEED

DAVID A. DALTON, Grantor, hereby CONVEYS and WARRANTS to **TJ MOAB ENTERPRISES, L.L.C.**, a Utah Limited Liability Company, Grantee, of Moab, Utah for the sum of ten dollars and other good and valuable consideration, the following described tract of land in Grand County, State of Utah, to-wit:

LOT 5, BLOCK A, PLAT A, WESTWOOD ACRES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Subject to easements, reservations, rights-of-way and restrictions however evidenced.

Witness the hand of said grantor, this 3rd day of April 2017


DAVID A. DALTON

STATE OF UTAH{
} SS.
COUNTY OF GRAND{

On the 3rd day of April 2017, personally appeared before me **DAVID A. DALTON**, the signer of the within instrument who duly acknowledged to me that he executed the same.

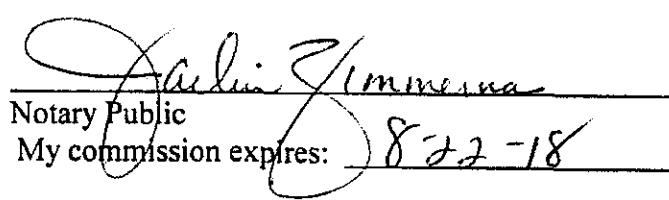
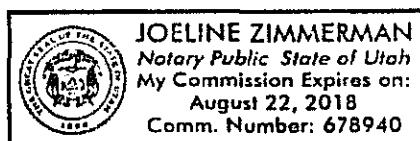
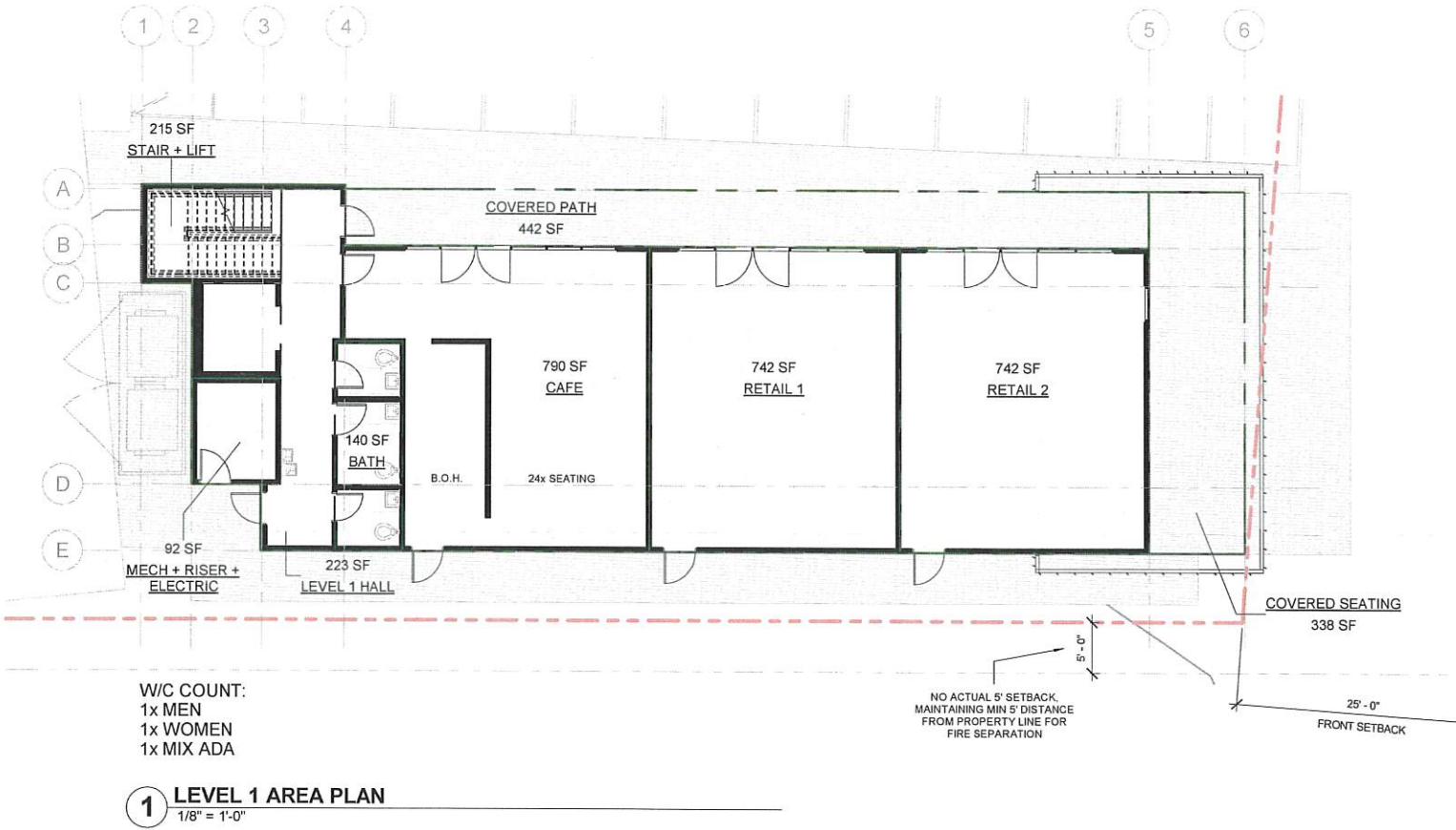

Notary Public
My commission expires: 8-22-18

EXHIBIT B

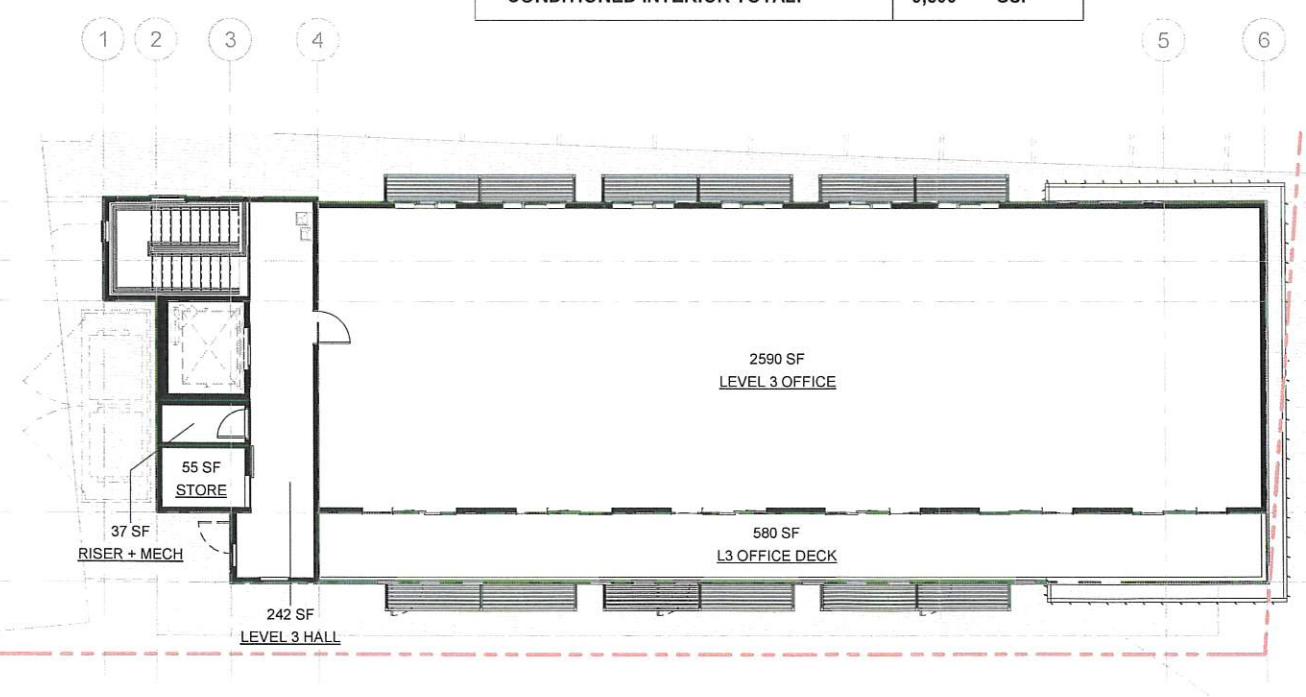
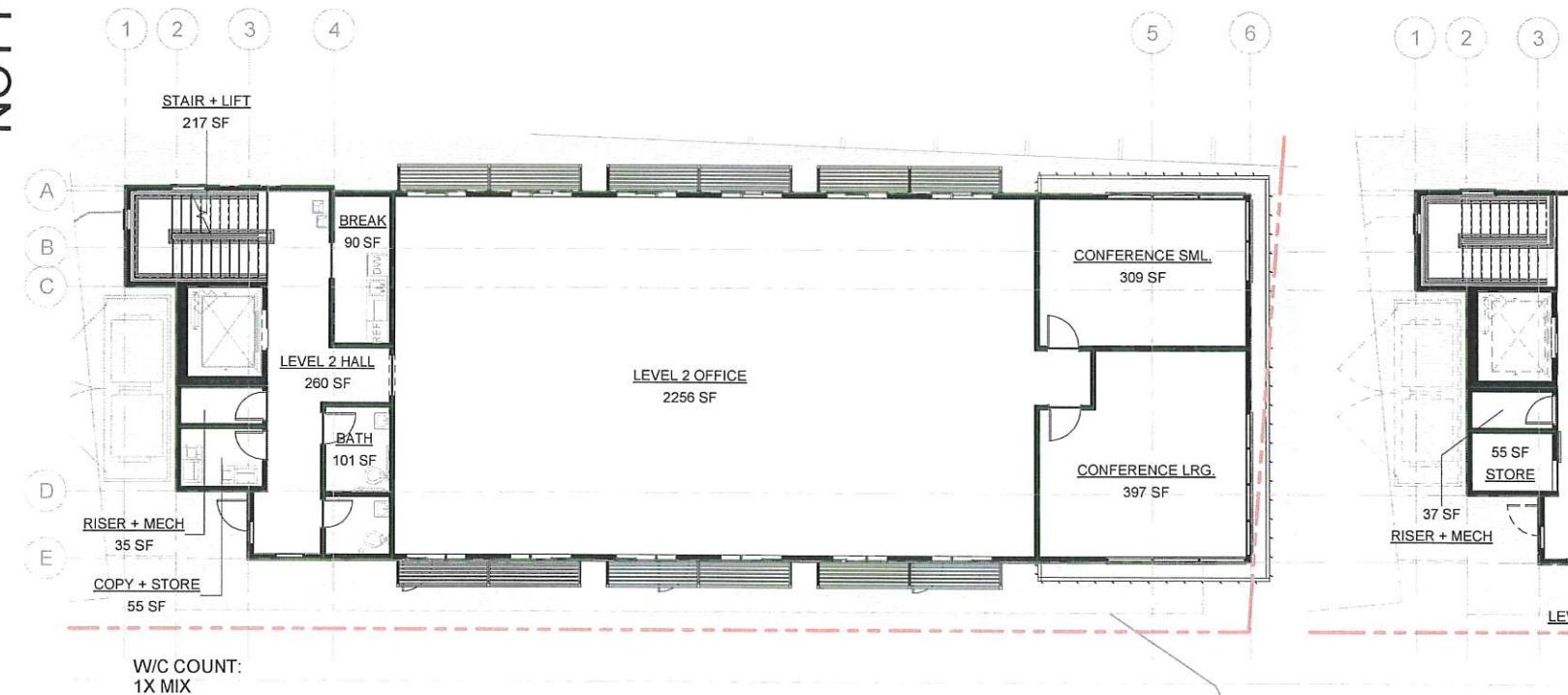
Site Plan

NOT FOR CONSTRUCTION



Area Schedule (Overall Floors)			
Sort Order	Level	Name	Area
MISC	Level 1	BATH	140 SF
MISC	Level 1	MECH + RISER + ELECTRIC	92 SF
MISC	Level 1	STAIR + LIFT	215 SF
MISC	Level 1	LEVEL 1 HALL	223 SF
MISC			670 SF
RESTAURANT - CAFE	Level 1	CAFE	790 SF
RESTAURANT - CAFE			790 SF
RETAIL	Level 1	RETAIL 2	742 SF
RETAIL	Level 1	RETAIL 1	742 SF
RETAIL			1485 SF
Level 1			2945 SF
MISC	Level 2	STAIR + LIFT	217 SF
MISC	Level 2	RISER + MECH	35 SF
MISC			252 SF
OFFICE	Level 2	LEVEL 2 OFFICE	2256 SF
OFFICE	Level 2	CONFERENCE SML.	309 SF
OFFICE	Level 2	LEVEL 2 HALL	260 SF
OFFICE	Level 2	BREAK	90 SF
OFFICE	Level 2	COPY + STORE	55 SF
OFFICE	Level 2	BATH	101 SF
OFFICE	Level 2	CONFERENCE LRG.	397 SF
OFFICE			3468 SF
Level 2			3720 SF
MISC	Level 3	LEVEL 3 HALL	242 SF
MISC	Level 3	RISER + MECH	37 SF
MISC	Level 3	STORE	55 SF
MISC			334 SF
OFFICE	Level 3	LEVEL 3 OFFICE	2590 SF
OFFICE			2590 SF
Level 3			2925 SF
PUBLIC EXTERIOR	Level 1	COVERED PATH	442 SF
PUBLIC EXTERIOR	Level 1	COVERED SEATING	338 SF
PUBLIC EXTERIOR			780 SF
Level 1			780 SF
OFFICE EXTERIOR	Level 3	L3 OFFICE DECK	580 SF
OFFICE EXTERIOR			580 SF
Level 3			580 SF
GRAND TOTAL:			10,950 SF

CONDITIONED INTERIOR L1:	2,945	GSF
CONDITIONED INTERIOR L2:	3,720	GSF
CONDITIONED INTERIOR L3:	2,925	GSF
COVERED EXTERIOR TOTAL:	1,360	SF
CONDITIONED INTERIOR TOTAL:	9,590	GSF



SHUMWAY - MIXED USE

1082 S MAIN STREET
MOAB, UT 84532

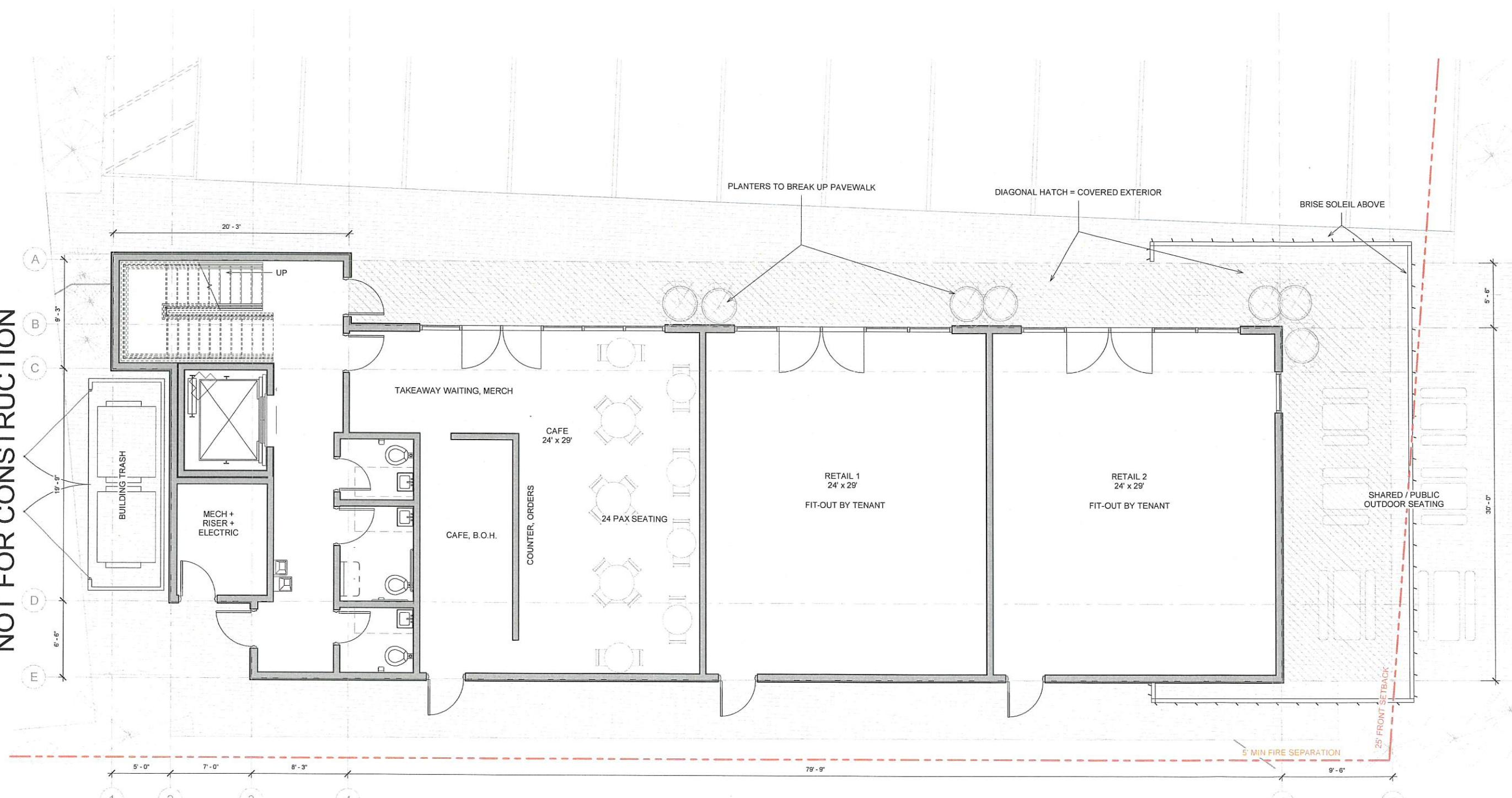
AREA PLANS

SHEET NUMBER

AP050
16/02/2023 12:26:01
cmk

ARCHITECTURAL SQUARED
Info@Arch-Squared.com
PO BOX 1150, MOAB, UTAH 84532
512-656-1745

NOT FOR
CONSTRUCTION



SHUMWAY - MIXED USE

1082 S MAIN STREET
MOAB, UT 84532

FLOOR
PLANS L1

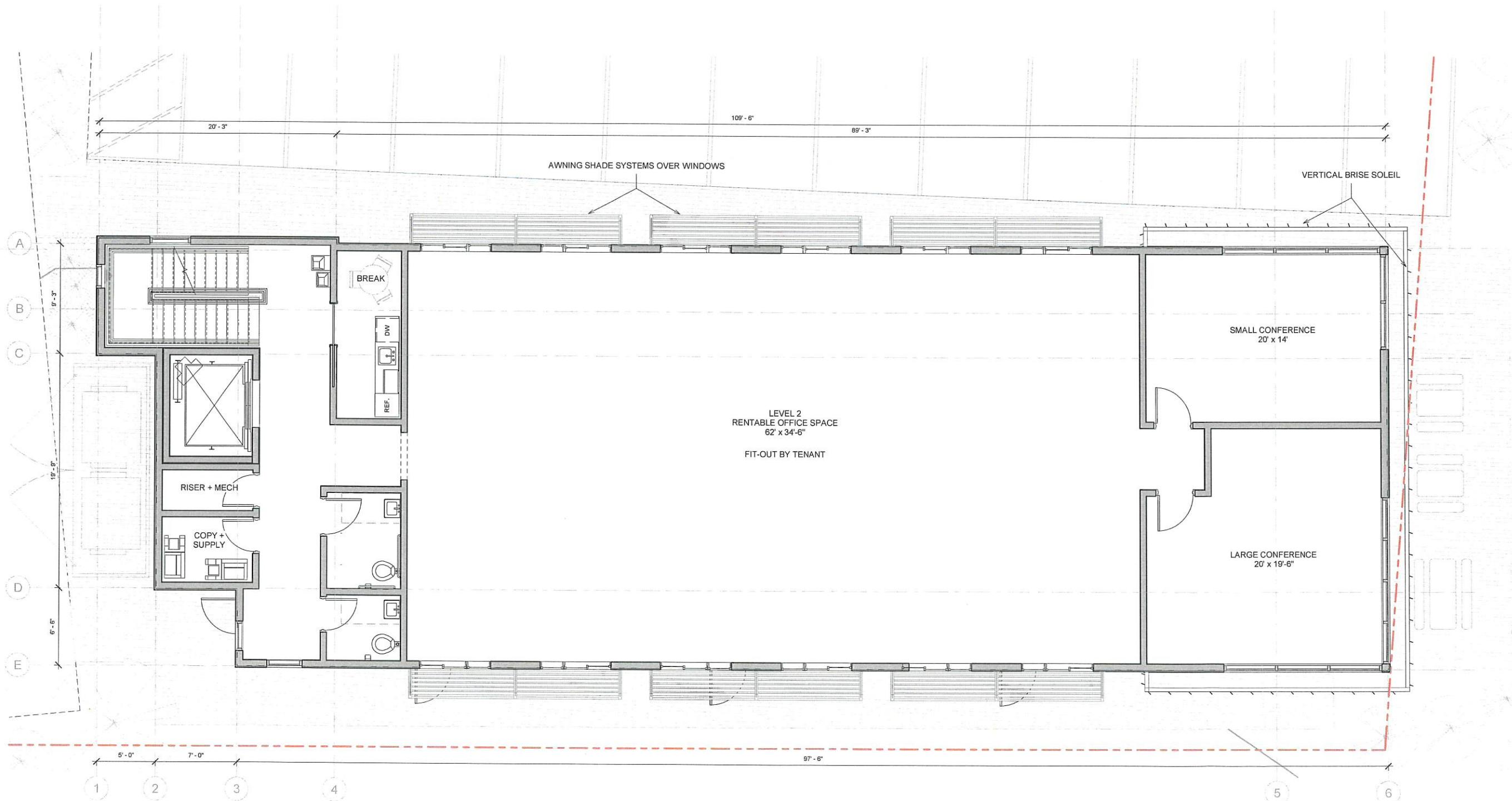
SHEET NUMBER

AP111

16/02/2023 12:36:04
cmk

285 956 25255543

NOT FOR CONSTRUCTION



1 LEVEL 2 FLOOR PLAN - OFFICES

SHUMWAY - MIXED USE

1082 S MAIN STREET
MOAB, UT 84532

FLOOR
PLANS L2

SHEET NUMBER

AP112

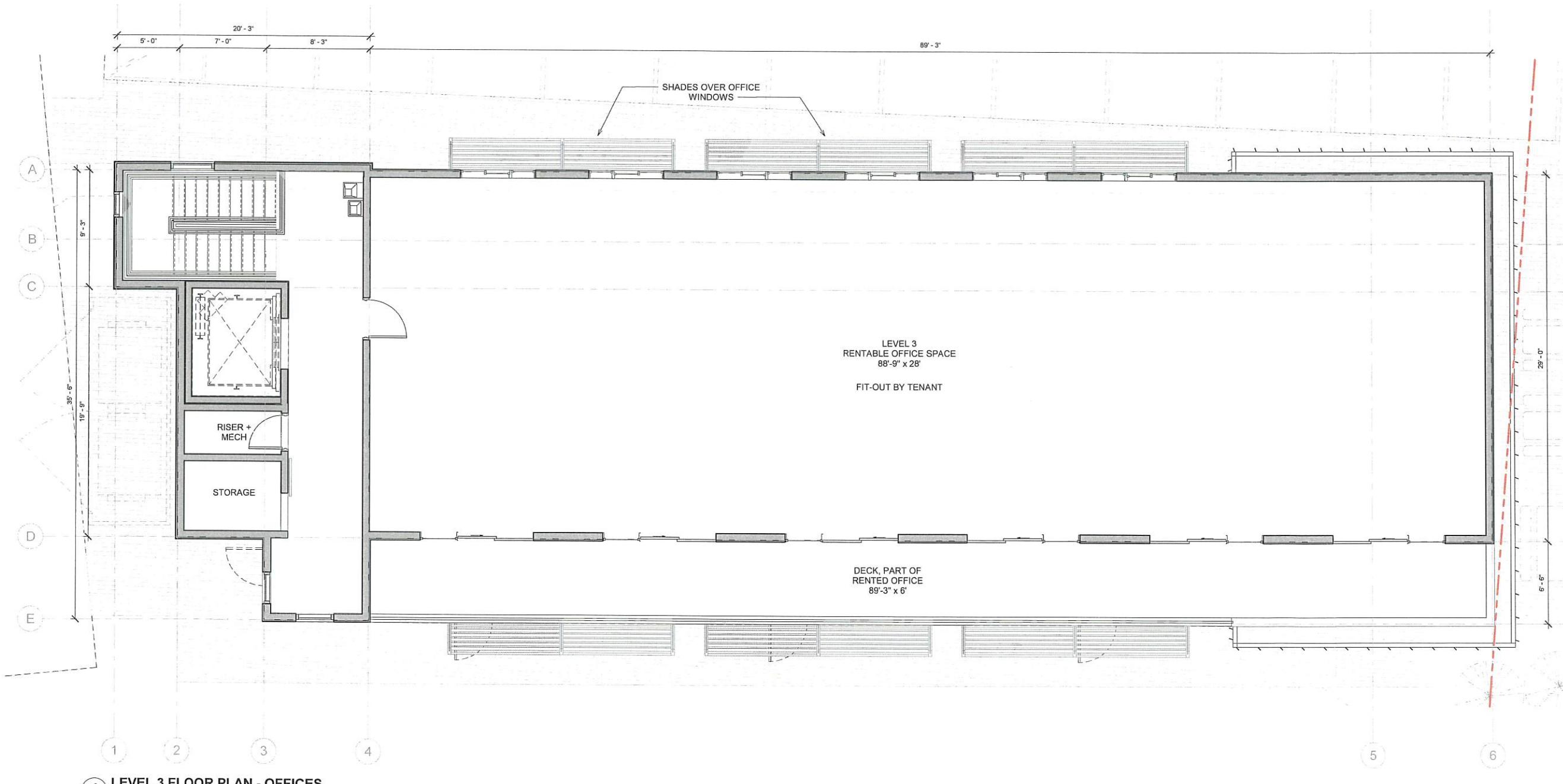
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16/02/2021 12:36:06

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512-656-1745

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SHUMWAY - MIXED USE

1082 S MAIN STREET
MOAB, UT 84532FLOOR
PLANS L3

SHEET NUMBER

AP113

16/02/2023 12:36:07

cmk

NOT FOR
CONSTRUCTIONREVISIONS:
23 12 14 SD ACCESS
REVISIONS
23 02 15 NEW ZONING, SD REV

A | R | C | H
ARCHITECTURAL SQUARED
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PO BOX 1155, MOAB, UTAH 84532
512-656-1745

NOT FOR CONSTRUCTION

44522556 44522556 44522556 44522556 44522556



MATERIALS



DARK FIBRE-CEMENT PANEL SIDING
**OR - DARK METAL SIDING



LIGHT GRAY STUCCO FINISH
**OR - CONCRETE

SHUMWAY - MIXED USE

1082 S MAIN STREET
MOAB, UT 84532

ELEVATIONS

SHEET NUMBER

AP200

16/02/2023 12:36:25

©cmk



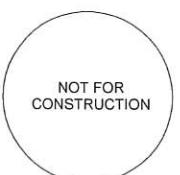
CORTEN STEEL PANELS
**OR - CORRUGATED RUSTED METAL



CORTEN BRISE SOLEIL



ARCHITECTURAL SQUARED
Info@Arch-Squared.com
PO BOX 1153, MOAB, UTAH 84532
512-656-1745



REVISIONS:
22-12-14 SD ACCESS
REVISIONS
23-02-15 NEW ZONING, SD REV

A R C H



1 BUILDING FRONT FROM PARKING



4 SOUTH WEST CORNER



3 NORTH EAST, BUILDING REAR



5 SOUTH EAST CORNER, TRASH + STAIRS

PERSPECTIVES

SHEET NUMBER

AP900

180220201223642
©cmk

SHUMWAY - MIXED USE

1082 S MAIN STREET
MOAB, UT 84532

A R C H
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PO BOX 1155, MOAB, UTAH 84532
512-656-1745

NOT FOR CONSTRUCTION

REVISIONS:
22 12 14 SD ACCESS
REVISIONS
23 02 15 NEW ZONING, SD REV

EXHIBIT C

RESTRICTIVE COVENANT AGREEMENT

RESTRICTIVE COVENANT AGREEMENT

This Restrictive Covenant Agreement (“**Agreement**”) governs the mixed-use commercial project located at 1082 S. Highway 191, Grand County, Utah, or 1082 S. Main Street, Moab, Utah, 84532 (the “**Property**”), as more particularly described in Exhibit A attached hereto, and incorporated by reference, is made and entered into by TJ Moab Enterprises, LLC. (“**Grantor**”), a Utah limited liability company, for and on behalf of the CITY OF MOAB, UTAH (“**Grantee**”).

RECITALS

WHEREAS, Grantor is the record owner of the Property;

WHEREAS, Grantor and Grantee executed a pre-annexation agreement (“Pre-Annexation Agreement”) on September _____, 2023, that they subsequently recorded against the Property and now appears in the records of the Grand County Recorder as [insert entry number, book number, and page number].

WHEREAS, the Pre-Annexation Agreement conditioned Grantee’s annexation of the Property upon Grantor’s execution of a restrictive covenant, requiring that one hundred (100%) of the residential units on the Property, if any, be leased to “Active Employment Households,” as that term is defined in Section 17.06.020 of the Moab Municipal Code or applicable successor ordinance, for a term of compliance to the restrictive covenant of fifty (50) years.

WHEREAS, the Pre-Annexation Agreement conditioned Grantee’s annexation of the Property upon Grantor’s execution of the restrictive covenant, requiring the application of LEED standards in construction to achieve sustainability requirements, as set forth in Exhibit D to the Pre-Annexation Agreement (hereafter “Sustainability Requirements”), which shall provide bicycle facilities, electric vehicle charging stations, rainwater management, heat island reduction, light pollution reduction, outdoor water use reduction, indoor water use reduction, energy efficient devices and appliances, dedicated location for recycling containers, and bird safety glass.

WHEREAS, Grantee granted Grantor’s annexation petition on _____, 2023, and the Grantor and Grantee desire to execute this Agreement to satisfy the requirements of the Pre-Annexation Agreement.

COVENANTS AND RESTRICTIONS

NOW, THEREFORE, in consideration of the foregoing recital and the following covenants, Grantor, for and on behalf of Grantee, submits the Property to the following covenants and restrictions:

- 1. Local Leasing Requirement:** Except as otherwise provided in the Moab Municipal Code, Grantor shall lease one hundred percent (100%) of the residential units on the Property, if any, to either (i) Active Employment Households,” as that term is defined in Section 17.06.020 of the Moab Municipal Code or applicable successor ordinance or (ii) to students, faculty, or long-term visitors (more than 30 days) of any institution of higher education that is listed with the U.S. Department of Education eligible to participate in the Title IV federal student aid programs

where the person attends the institution from within Grand County. Those units that are leased to Active Employment Households shall be deemed “Active Employment Units.”

2. **Sustainability Requirements and LEED Standards:** Grantor shall comply with the requirements to apply LEED standards in construction to achieve sustainability requirements, as set forth in Exhibit D to the Pre-Annexation Agreement (hereafter “Sustainability Requirements”), including but not limited to providing bicycle facilities, electric vehicle charging stations, rainwater management, heat island reduction, light pollution reduction, outdoor water use reduction, indoor water use reduction, energy efficient devices and appliances, dedicated location for recycling containers, and bird safety glass.
3. **Prohibition of Nightly or Short-Term Rentals:** Grantor shall strictly adhere to the prohibition of the use of the Active Employment Units as nightly or short-term rentals unless the Moab Municipal Code provides otherwise.
4. **Lease Period of Active Employment Units:** The lease period for an Active Employment Unit shall be a minimum of ninety (90) days.”
5. **Term:** This Agreement shall require a fifty (50) year term of compliance with the restrictive covenants set forth herein. This Agreement shall automatically expire on the completion of the term and shall have no further effect thereafter.
6. **Runs-With-The-Land:** This Agreement shall constitute covenants running with the Property, as defined in the recitals above and the exhibits attached, shall act as a burden thereon, binding every person having a fee, leasehold, or other interest in any portion of the Property at any time or from time to time, and shall inure for the benefit of Grantee for the term set forth herein. This Agreement is enforceable by both Parties through any appropriate legal action, or other remedies specified in Utah law, including but not limited to specific performance, injunction, reversion, and payment of attorney’s fees and costs.
7. **Incorporation of Recitals and Exhibits:** The recitals and all exhibits set forth herein are deemed incorporated into this Agreement, and the Parties represent that they are true and correct.
8. **Entire Agreement:** This Agreement, including exhibits, constitutes the entire Agreement of the Parties and supersedes all prior understandings, representations, or Agreements of the Parties regarding the subject matter in this Agreement.
9. **Binding Effect:** This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, administrators, and assigns.

10. Use of Singular, Plural, and Gender: Whenever the sense of this Agreement requires, a singular number shall be construed to be plural and vice versa, and words of the masculine gender shall be construed to be feminine and vice versa.

11. Captions: The captions of any articles, paragraphs, or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provisions hereof.

12. Applicable Law and Severability: This Agreement is made in Utah and shall be construed in accordance with the laws of the State of Utah. If any provision of this Agreement is in conflict with any statute or rule of law of Utah, or is otherwise unenforceable, the provision shall be deemed null and void only to the extent of such conflict or unenforceability and shall be deemed separate from and shall not invalidate any other provision of this Agreement.

13. Amendments: This Agreement may not be amended or modified except in writing executed by all the Parties to this Agreement, including any successor in title to the Property or Grantee.

14. Authority: All Parties warrant that they are authorized to sign on behalf of and legally bind the entities for which they sign.

15. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original as against any Party whose signature appears on the counterpart. This Agreement shall become binding when one or more counterparts, individually or taken together, include the authorized signatures of all the Parties.

15. Legal Review: The Parties represent and agree that they had full opportunity to review this Agreement and that they accept the terms hereof. The rule that such Agreement is to be construed against its drafter shall not apply to this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed this _____ day of _____ 2023.

TJ Moab Enterprises, LLC

Tye Shumway
Its Manager

Acknowledgement

State of Utah)
 §
County of Grand)

On this _____ day of _____ 2023, **TYE SHUMWAY**, acting in his authorized capacity as Manager for TJ Moab Enterprises, LLC, personally appeared before me, whose identity has been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that she executed the foregoing **Agreement**, for the purposes stated therein, of his own voluntary will and act.

Notary Public

My Commission Expires: _____

Residing at: _____

[notary seal]

IN WITNESS WHEREOF, Grantee has caused this Agreement to be executed this _____ day of _____ 2023.

City of Moab, Utah

Joette Langianese, Mayor

Acknowledgement

State of Utah)
 §
County of Grant)

On this _____ day of _____ 2023, **JOETTE LANGIANESE**, acting in her authorized capacity as Mayor of the City of Moab, Utah, personally appeared before me, whose identity has been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that she executed the foregoing **Agreement**, for the purposes stated therein, of his own voluntary will and act.

Notary Public

My Commission Expires: _____

Residing at: _____

[notary seal]

EXHIBIT D

Sustainability Requirements in Development Agreements

Sustainability Requirements in Development Agreements

Possible goals:

- Significant improvement relative to base codes.
- Aligns with documented City goals.
- Allowed in Utah; and probably won't trigger preemption.
- In as much as possible, model on work done by other communities and organizations, preferably in Utah.
- Reasonable additional cost. If there are significant costs, possibly coupled with other incentives to at least partially mitigate additional costs.
- As possible, anticipate and align with possible future city stretch codes.

Site requirements

Site/landscape mandates would steer more towards zoning authority, and less towards building codes. Relevant (for a small commercial site by the highway) sustainability provisions from LEED include:

- Bicycle Facilities
- Electric Vehicles
- Rainwater Management
- Heat Island Reduction
- Light Pollution Reduction
- Outdoor Water Use Reduction
- Indoor Water Use Reduction

Without knowing the specifics of this project, I suspect applying LEED standards may look like this:

Bicycle Facilities Provide at least four short-term bicycle storage spaces per building, and four long-term bicycle storage for regular building occupants. Provide at least one on-site shower with a changing facility for building occupants.

Electric Vehicles Install Level 2+ charging which meets the connected functionality criteria for ENERGY STAR certified chargers and be capable of responding to time-of-use market signals (e.g. price) in 5% of all parking spaces used by the project or at least two spaces, whichever is greater. Clearly identify and reserve these spaces for the sole use by plug-in electric vehicles.

OR

Make 10% of parking spaces or at least 6 spaces, whichever is greater, EV Ready. To be EV Ready, include a dedicated electrical circuit with sufficient capacity for each required space. Each circuit shall have conduit and wire sufficient to provide Level 2 charging or greater, and shall end at an electrical box or enclosure located near each required space.

Rainwater Management Low impact development stormwater provisions (i.e. on-site green infrastructure), as in the large scale commercial development section of MMC (but probably with review and edits). Rather than a single detention basin, utilize distributed landscaped areas to receive and use stormwater.

Heat Island Reduction Similar to current requirement of 50% mature tree cover in some parking, but sets a higher site-wide standard that can be met by a variety of strategies.

Light Pollution Reduction Existing MMC is functionally equal to or better than LEED.

Outdoor Water Use Reduction Reduce the project's landscape water requirement by at least 30% from the calculated baseline for the site's peak watering month. Reductions must be achieved through plant species selection and irrigation system efficiency, as calculated by the Environmental Protection Agency (EPA) WaterSense Water Budget Tool. The draft MCC amendment might achieve this, or close enough.

Indoor Water Use Reduction All newly installed toilets, urinals, private lavatory faucets, and showerheads that are eligible for labeling must be WaterSense labeled (or a local equivalent for projects outside the U.S.). Applicable appliances are Energy Star or performance equivalent certified; commercial equipment to meet other defined standard. As Washington County and municipalities have shown, this may also be a worthwhile component of a MMC water conservation addition.

One more not in LEED is **bird safety**. Asking for bird safe glass may not add cost, depending on the window supplier. Having **space for recycling container(s)** by the trash receptacle seems like something that gets overlooked. The SITES standard, specific to landscapes and similar to and complimentary of LEED, offers additional measures. Although some may not be a good fit for typical Moab sites, one that may be relevant to achieving planned for tree canopy coverage is soil decompaction/rebuilding.

Note that in the current version of LEED, a project could earn up to 9 points for sustainable sites, 11 points for water efficiency, 35 for energy and atmosphere, 19 for materials and resources, and 16 for indoor environmental quality. Asking for better building performance would align with Moab's climate goals, and probably yield quantifiably more sustainable relative to base codes.

Building Requirements

There are at least a couple of examples in Utah of movement towards higher performance buildings, despite the preemption of local governments adopting mandatory building codes. Utah Clean Energy provided technical support to both of these efforts. In late 2021 the SLC RDA adopted a resolution requiring buildings constructed using RDA funds to be more energy-efficient (designed to earn ENERGY STAR score of 90+) and participate in SLC's benchmarking program. Depending on the project budget and RDA financing, 100% electric, off-site net zero, or on-site net zero is required. Higher performance projects may receive a competitive advantage in ranking and/or interest rate reductions. [RDA one pager](#)

Park City and Summit County appear to be working towards adopting and promoting net zero stretch building codes. Paraphrasing their [SAP for Building Decarbonization](#) (p 18):

Local governments in Utah cannot adopt mandatory building codes, so this strategy is designed to encourage greater uptake of all-electric/electric-ready and net-zero energy building practices for new construction and major retrofits. This would be done through City and County council resolutions recognizing a voluntary electric-ready Net Zero Stretch Code as the preferred energy code for new homes and buildings, with the goal of all new construction in Park City and Summit County achieving net-zero status by 2030. The base Net Zero Stretch Code would be based on the Mixed Fuel (electric-ready) Building Decarbonization Code (BDC) from New Buildings Institute (NBI) and the Zero Energy Building Provisions from the 2021 International Energy Conservation Code. Other comparable, industry recognized net-zero energy programs, standards, or certifications could be accepted to demonstrate compliance.

The BDC requires some level of on-site solar electric generation, if the building has reasonably unshaded roof area to accommodate it. To encourage electrification of buildings while allowing for mixed-fuel construction, and to decrease the carbon impact of mixed-fuel buildings, mixed-fuel buildings are required to be more energy efficient. The IECC zero energy provisions (appendix CC) provides a straightforward way to calculate minimum electric generation, if that is required.

Economics of Decarbonized Building

NBI did a [study](#) which analyzes the cost effectiveness of both the all-electric and mixed-fuel paths in the Building Decarbonization Code as compared to a baseline of the

2021 IECC. The study examines the cost effectiveness for Climate Zone 5A. Moab is in Zone 5B, with similar temperatures but a dry climate. New York State (a relatively expensive market) was selected in order to provide conservative estimates of expected costs and savings. The analysis includes first costs for both medium office and single-family prototype buildings and life cycle cost analysis (LCCA) for the single-family prototype. It included costs for the onsite PVs of the BDC.

Conclusions: Without EV charging infrastructure (EVCI) the all-electric medium office has an incremental cost of \$0.33-0.50/ sf. The electric-ready medium office has an incremental cost of \$1.03-1.20/sf. The largest impact on office building electrification is the cost of EVCI requirements, which added \$10.70/sf in the modeled building (53,600 sf, with 30 EVSE parking spaces and 80 EV-capable parking spaces). An overarching electrification strategy is key to the cost effectiveness of all-electric construction. Simply swapping fossil fuel combustion equipment with equivalent electric equipment one for one during design may not be the most cost-effective solution. Improving the cost effectiveness of electrification may require different design solutions. The sizing of electric infrastructure is not granular. On-site transformers, service sizes, and other infrastructure components are available in standardized size increments, making the cost impact of electrification readiness dependent on how closely the infrastructure capacity corresponds to the planned loads. 90-97% of the cost increase for application of the Building Decarbonization Code to medium offices is attributable to the EVCI requirements. Retrofit costs for installing EV charging equipment after the building and parking spaces are constructed are 3-4 times the cost at new construction.

Given the cost of EVCI and our commuting distances, are operational EV chargers something we want to emphasize, relative to the relatively high benefit to cost of other provisions on net-zero codes? It seems like EV charging ready, plus a net-zero building, with the other landscaping provisions, may be cost effective for the developer, and be much of what we hope to see with new buildings here. If Moab wants to pursue this I would be curious to hear about the SLC RDA and Park City/Summit County processes.



Sommar Johnson <sommar@moabcity.org>

Pre-Annexation Agreement - TJ Moab Enterprises, LLC

Nathan Bracken <nbracken@shutah.law>

Mon, Oct 2, 2023 at 3:57 PM

To: Sommar Johnson <sommar@moabcity.org>, Cory Shurtleff <cshurtleff@moabcity.org>, Carly Castle <ccastle@moabcity.org>, Michael Black <mblack@moabcity.org>

Hi Sommar:

Carly has a stamp with my signature that she can use. This email will serve as my authorization to use the stamp for this agreement and should be kept in the file for this agreement.

However, I understand that Carly is off this week. Ben was authorized to use my stamp in Carly's absence, but I don't think we replaced Ben in this regard after his departure. If that's the case, I suggest that you work with Tye to get his signatures while we wait for Carly to return and use my signature stamp.

Please let everyone know if you have any questions.



Nathan Bracken

SMITH HARTVIGSEN PLLC
257 East 200 South, Suite 500
Salt Lake City, Utah 84111
801-413-1600
801-413-1620 fax
877-825-2064 toll free
nbracken@SHUtah.law
www.SmithHartvigsen.law

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From: Sommar Johnson <sommar@moabcity.org>
Sent: Monday, October 2, 2023 1:52 PM

Ent 552252 lk 956 Pg 597

To: Nathan Bracken <nbracken@shutah.law>; Cory Shurtleff <cshurtleff@moabcity.org>; Carly Castle <ccastle@moabcity.org>; Michael Black <mblack@moabcity.org>
Subject: Pre-Annexation Agreement - TJ Moab Enterprises, LLC

External Message

[Quoted text hidden]



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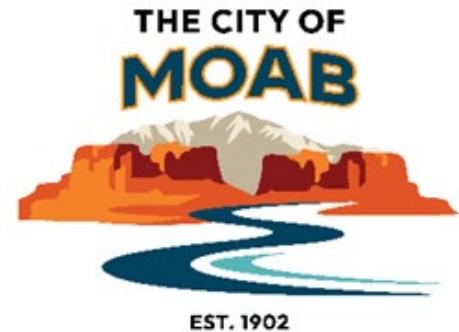
TJ MOAB ENTERPRISES LLC

1082 SOUTH HIGHWAY 191

PETITION FOR ANNEXATION

STAFF REPORT

CITY OF MOAB PLANNING DEPARTMENT



To: Moab City Council
From: Michael Black, Community Development Director
Cory Shurtleff, Planning Director
Date: May 28, 2024
Re: Annexation of TJ Moab Enterprises LLC. Property,
Petition for Annexation

City Annexation Proposal

PROPERTY ADDRESS: 1082 S Highway 191, Moab, Utah 84532 (Currently in Grand County)

PARCEL ID NUMBER: 02-OSWE-0005 (.52 acres) Totaling Approximately 22,651 square feet.

CURRENT ZONING: Located in the Highway Commercial zone for Grand County

PROPOSED ZONING DISTRICT: C-4 General Commercial zone in Moab City Jurisdiction

REQUEST: TJ Moab Enterprises LLC is requesting their property be annexed into Moab City's jurisdiction. The subject property proposed to be annexed is approximately .52 acres; located at approximately 1082 South Highway 191, Grand County, Utah. The proposed annexation will bring the property into the City of Moab's jurisdiction. [Section 1.32](#) of the Moab Municipal Code Governs the Annexation of land into the City. The Moab Planning Commission forwarded a positive recommendation to City Council on April 25, 2024 for annexing the property.

ATTACHMENTS:

- I. [GRAND COUNTY ZONING MAP](#)
- II. [PROPOSED SITE PLAN](#)
- III. [FUTURE LAND USE MAPS](#)
- IV. [HC & C-4 MATRIX](#)
- V. [SITE PHOTOGRAPHS](#)

MOAB CITY

217 E. Center Street
Moab, Utah 84532-2534
Phone: 435-259-5129

PROJECT DESCRIPTION:

TJ Moab Enterprises LLC is the owner of the parcel of land located at approximately 1082 South Highway 191 in unincorporated Grand County. The total size of the property to be annexed is approximately .52 acres. The current Grand County zoning district for the property is HC Highway Commercial, with an unoccupied commercial building located on the property. If the property was to be annexed into the City of Moab jurisdiction, the applicant has requested they be designated in C-4 General Commercial Zone (see the vicinity map below for location of property). The proposed use, once annexed, will be a three-story building with mixed-use development of cafe/retail commercial space on the first floor with outdoor seating and office space on the second and third floor. There are no residential units proposed at this time.



The property to the north (across HWY 191) is currently a motel/ hotel use within Moab City Jurisdiction (C-4 zone); The property to the west is a retail and auto repair shop; the property to the east is a car dealership; and the properties to the south are residential uses. All are in unincorporated Grand County.

MOAB CITY

217 E. Center Street
Moab, Utah 84532-2534
Phone: 435-259-5129

PRE-ANNEXATION AGREEMENT:

As part of the Annexation process, the applicant has submitted a pre-annexation agreement. The agreement was received by the City of Moab on February 16, 2023, and was approved by the Moab City Council on September 12, 2023. The agreement would permit TJ Moab Enterprises LLC to develop the property as mixed-use with café, office, and retail commercial uses. In addition, the pre-annexation agreement will run with the land upon any change of ownership.

The following restrictions and terms are included within the pre-annexation agreement:

Zoning Designation

It is agreed that upon annexation of the property, the zoning will be designated as C-4 commercial zone.

Designated Uses

The petitioner is proposing to create a mixed-use development. The proposed uses are included on the concept site plan, which is attached as part of the pre-annexation agreement. However, the agreement will give flexibility to change the uses and does not restrict which use it can be changed to if it is allowed by right in the C-4 zoning district. As part of the agreement for the zoning designation, creating any new overnight accommodation would be prohibited. The C-4 zoning currently does not allow the creation of new overnight accommodation units.

In addition, the agreement would require that 100% of any newly created residential units be designated as Active Employment Units, in compliance with the Moab Municipal Code (MMC) Chapter 17.64 Active Employment Households. In compliance with the MMC, none of the residential units could be used for short-term rentals.

Sustainability Efforts

As part of the pre-annexation agreement, the future development of the parcel would be required to meet LEED requirements which includes the following:

- Bicycle Facilities
- Electric Vehicle Recharging Stations
- Rainwater Management
- Heat Island Reduction
- Light Pollution Reduction
- Outdoor Water Use Reduction
- Energy and water efficient construction

CITY OF MOAB GENERAL PLAN:

ANNEXATIONS:

As part of the annexation process, any newly incorporated areas should not create enclaves, meaning areas that are in Grand County that are surrounded by Moab City Jurisdiction. The property proposed to be annexed would not create any islands of Grand County Jurisdiction and the property is located along the Highway 191 Corridor which stays consistent with prior annexations within City boundaries.

The following statements are outlined in the General Plan, *Chapter 4- Community Vision*, which are general statements that were identified to be shared values the Moab Community expressed for their future.

- *Plan for a compact development pattern that makes efficient use of public facilities and services, encourages mixed uses, protects open spaces and minimizes urban sprawl.*

Allowing property along Highway 191 to be developed for commercial use is a natural process for future development. Most of Moab's commercial uses are established along the corridor. Continuing this development pattern maintains the natural flow of Moab's established and future uses.

- *Maintain and enhance Moab's small-town character, including safe and quiet neighborhoods, and commercial hubs offering a range of products and services.*

The establishment of office, retail, and a café along Highway 191 supports the need for commercial hubs and provides more opportunity for residents and tourists to access additional "products and services".

- *Recognize the value of Moab's surrounding landscape, including dark skies, solar access, and other natural resources to enhance the quality of life for community residents and to ensure the longevity of Moab's tourism industry.*

The City recently updated the landscaping standards to include water efficiency standards, a plant species list, and street tree requirements. Moab City has also updated the dark skies ordinance to allow for the ordinance to have more flexibility for new development. The proposed development will be subject to both updated ordinances.

- *Manage the landscape and resources on which the city depends, encouraging conservation and waste minimization, to sustain the city in perpetuity.*

This community value has been addressed by adding additional sustainability requirements for the development of this property through water conservation, energy conservation, and adding bicycle facilities along with other LEED established requirements.

Findings: The proposed pre-annexation agreement complies with Community Vision Values.

GENERAL PLAN MAPS:

The General Plan for Moab City includes a Boundary Map that outlines the areas surrounding Moab City's Jurisdiction that is designated for future incorporation into the City. This criterion is met with the proposed annexation of the subject property because the proposed area to be annexed is within the boundaries for future annexation. In addition, the Future Land Use Map designates this area for commercial uses making the proposed C-4 General Commercial zone consistent with the Future Land Use Map.

Findings: The proposed annexation complies with the Future Annexation Boundary Map and the proposed C-4 General Commercial Zoning is consistent with the Future Land Use Map.

ELEMENTS, GOALS AND POLICIES IN THE GENERAL PLAN

ELEMENT 1: ECONOMIC DEVELOPMENT

GOAL 1: Promote a vibrant local economy that supports the unique quality of life and character of Moab.

Policy 2: Weigh the costs and benefits of new commercial and industrial development while evaluating the required expansion of public facilities and services for those projects.

Action Step:

c. Ensure that infrastructure improvements that benefit new development be the financial responsibility of the new development.

Analysis: Any required infrastructure improvements for the new development will be identified through the Development Review Process. It is common for City Policy to require the developer to finance these improvements.

Findings: The proposed development will be obligated to make the infrastructure improvements identified during the Development Review Process and this policy will be met.

Policy 4: Facilitate the growth of local businesses and industries in a context appropriate to Moab. (size, scale, etc.)

Action Step:

a. Develop and enforce land use and design standards for commercial development.

Analysis: The proposed zoning lists setbacks and height limits for new development to create consistency with building height and mass in the C-4 zone. The City recently adopted a water-efficient landscape ordinance which requires street trees and other landscape elements to help unify and beautify new development along the Highway 191 Corridor. Section 12.08.060 outlines sidewalk, curbs and gutter requirements for new

developments along with requiring hard surfacing of driveways and parking areas. Other elements that will help reach this goal are the dark sky standards in the MMC by requiring certain types of light fixtures in order to maintain dark sky objectives.

Findings: The proposed development will need to meet setbacks, infrastructure, landscaping and lighting requirements. All of which are meant to create guidelines and design standards for new development.

Policy 10: Promote and enhance retail offerings that serve the everyday needs of residents and visitors.

Action Steps

b. Evaluate areas for adequate supply of appropriately zoned space.

Analysis: The City is in short supply of commercial zoning. The frontage along Highway 191 has historically been occupied by commercial uses. The added opportunities for retail, office, and restaurant uses will add commercial zoning and commercial space in an area that is beneficial to our community.

Findings: The proposed annexation will add additional commercial zoning in an appropriate area of the City.

ELEMENT 2: ENVIRONMENTAL SUSTAINABILITY

GOAL 6: Reduce energy resource waste and expand the community's use of renewable energy.

Policy 1: Encourage energy conservation.

Action Steps:

a. Adopt measures to improve the energy efficiency of existing and future City buildings and vehicles, looking into the possibility of assuring new structures are net zero.

Analysis: As part of the pre-annexation agreement, the applicant made an agreement with the City to meet LEED requirements. Any new construction will need to be water and energy efficient and have other sustainability features in a step to reach this goal.

Findings: The proposed development will meet this goal by having new construction be LEED certified.

ELEMENT 3: LAND USE AND GROWTH

GOAL 1: Encourage a diverse, compact, and efficient land use pattern that promotes resident quality of life and is aligned with the city's character, economy, and vision.

Policy 1: Encourage development to consider the appearance, design, financial impact, and amenities of the community.

Action Steps:

- a. Promote commercial centers that meet the everyday needs of residents and visitors.
- b. Encourage mixed-use development where appropriate.

Analysis: The City is in short supply of commercial space. The added opportunities for retail, office, and restaurant uses will be a benefit to our community by creating space where new commercial uses can be established. Any required infrastructure improvements for the new development will be identified through the Development Review Process. It is common for City Policy to require the developer to make these improvements.

Findings: The proposed development will add additional commercial space and will be obligated to make the infrastructure improvements identified during the Development Review Process and this policy will be met.

GOAL 13: CONSIDER ANNEXATIONS THAT PROVIDE A BENEFIT TO THE COMMUNITY.

Policy 1: Assess the impact on City services of each proposed annexation.

Action Steps:

- a. *Prepare an annexation impact report on each proposed annexation which contains, at a minimum, analysis of zoning alternatives in addition to applicant request for compatibility with existing neighborhood as built.*

Analysis: The property proposed to be annexed is located along Highway 191, which is primarily used for commercial development. As part of the staff report, the General Plan was reviewed as to what the future land use map designates the property and what the boundaries are for newly annexed property into the City. The proposed zoning will help reach the goal of adding additional commercial uses to the current market. The C-4 zoning district allows for all the proposed uses and the project will be required to go through Site Plan Review Level II and meet all the requirements from the various City Departments.

Findings: The C-4 zoning will allow the proposed development to be used according to the pre-annexation agreement and the proposed site plan submitted with the annexation application will be required to go through Development Review Team Review and meet all applicable Moab City requirements.

- b. *Require annexation agreements on all proposed annexations.*

Analysis: The City and applicant have been working on a pre-annexation agreement that will benefit the City and the applicant (Please see the pre-annexation agreement for details).

Findings: The proposed annexation will meet this requirement.

c. *Update the annexation policy to preserve and protect the interests of the City and to encourage annexation to pay for itself or occur in efficiently large amounts.*

Analysis: As part of the development process, any new infrastructure required to support the proposed development will be paid for by the developer.

Findings: The proposed annexation meets this requirement.

d. *Assess the impacts of proposed annexations where municipal services cannot be economically provided.*

Analysis: The current provider is SWCCA and the applicant will be working with them to provide the services needed for the proposed development. The City will not accrue any cost for this.

Findings: The proposed annexation meets this standard.

e. *Develop a master plan for each annexation area.*

Analysis: The proposed annexation meets the goals of the Future Land Use Map, Annexation Map, and the General Plan. The area that is being annexed is consistent with City goals and plans for this area.

Findings: The proposed annexation meets this requirement.

MOAB MUNICIPAL CODE:

Following annexation, the proposed development shall comply with the requirements for the C-4 zoning district and any other applicable sections of the Moab Municipal Code. The current Grand County zone, HC - Highway Commercial Zone, is comparable with permitted uses to the City of Moab C-4 General Commercial Zone. The primary difference between the Grand County Commercial zoning and the proposed C-4 zone is the maximum height in the C-4 zone is 40' and the County's HC zone allows a height of 35'.

General Requirements for Proposed Development:

The following processes may be required for the development of the property:

- Level II Site Plan Review [Section 17.67](#) of the Moab Municipal Code.
- Review for compliance with section 17.27 and 17.09 of the Moab Municipal Code.

Parking Requirements (Section [17.09.220](#)):

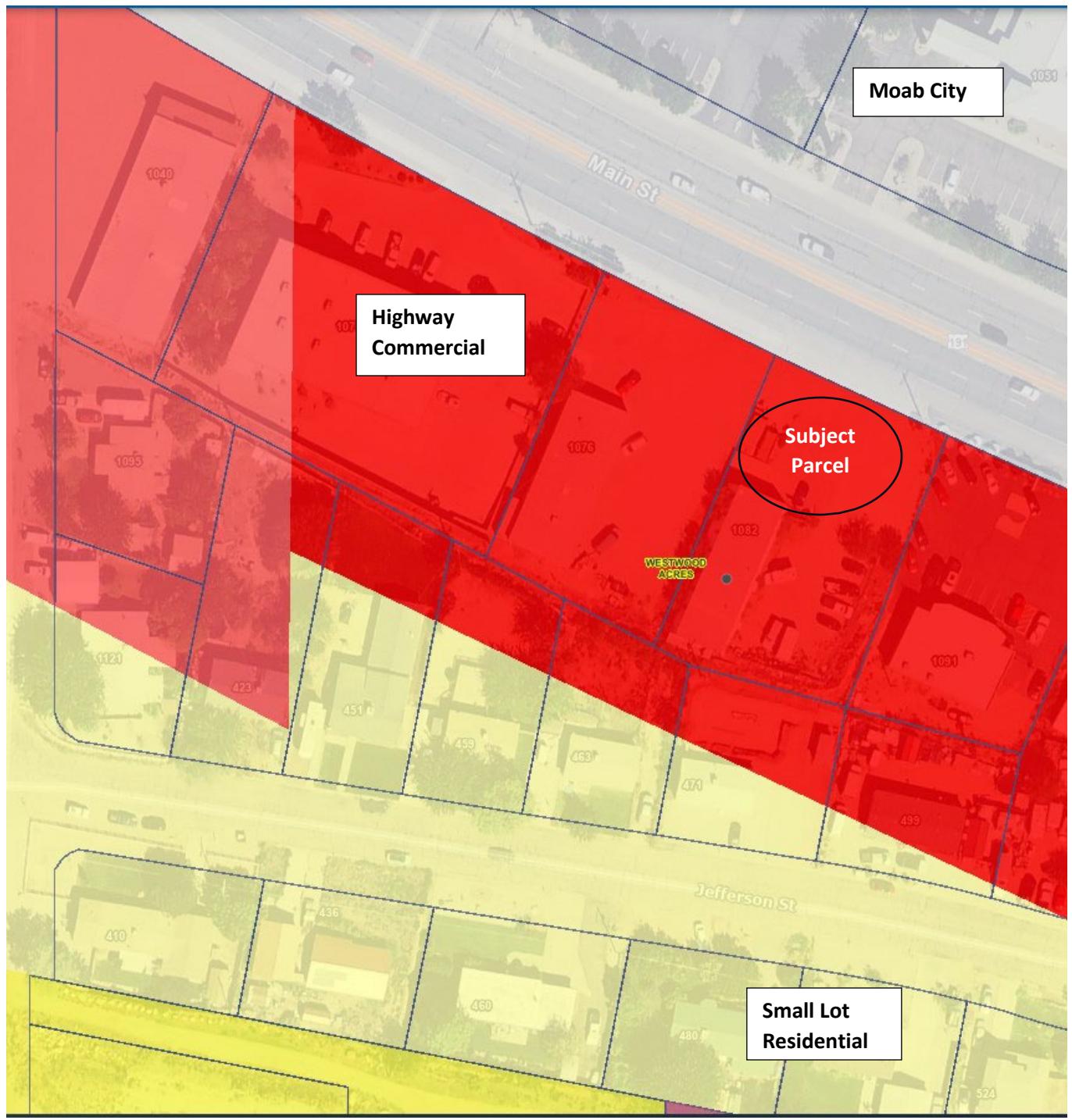
Parking table				
Use	Square footage/ per use	Parking Calculation	Required	Provided
Retail	1,485	1 space per 300 square feet	5	
Cafe	790	1 space per 200 square feet	4	
Office	6,645	1 space per 300 square feet	22	
Totals	8,920		31	31

Specific Requirements for the C-4 Zoning District:

This is the list of allowed uses in the C-4 Zone. Highlighted uses are similar uses allowed in the Current HC zone (Section [17.27.020](#)):

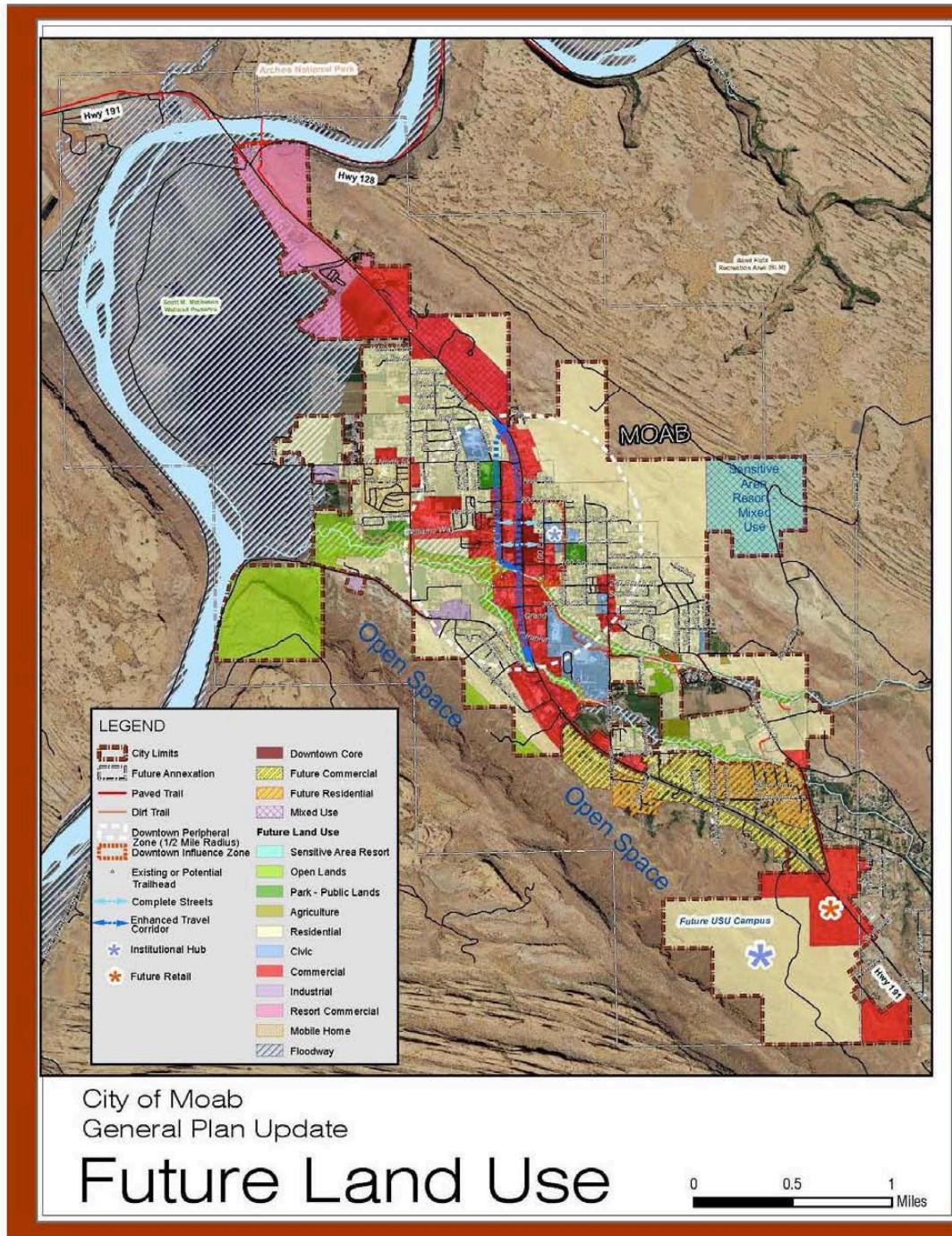
<i>Asphalt/Concrete Batching Plant, Temporary (Not to Exceed One Calendar Year)</i>	Farm equipment sales	Professional offices	Utility provider structures and buildings.
<i>Assembly of appliances from previously prepared parts.</i>	Funeral establishments.	Public facilities	Vehicle repair
Auction houses.	<i>Ground-Floor Employee Dwellings.</i>	Public and private research establishments	Vehicle sales
<i>Auto body and fender shops, auto painting, welding, and sheet metal shops.</i>	Gymnasiums	<i>Recreational Vehicle Park or Campground (Established).</i>	Warehouses
Bars.	Hardware stores and lumber yards	<i>Restaurant with Outdoor Dining, Permanent</i>	Wholesale establishments with stock on premises
Brewpubs	<i>Historic Dwelling.</i>	<i>Restaurants with Outdoor Dining, Seasonal.</i>	Wireless telecommunication towers
Caretaker dwellings	Hospitals	Retail establishments	
Day care.	Laboratories	Schools.	
Dwellings above the ground floor of a nonresidential structure	<i>Manufactured Home Sales.</i>	Secondhand stores	
Multi-household dwellings	<i>Manufacturing, compounding, and processing.</i>	Self-storage warehouses	
Eating establishments.	Microbreweries and distilleries	Service establishments.	
Engraving and printing establishments	Parking lots (commercial)	Service stations	
<i>Established Overnight Accommodations.</i>	<i>Places of Worship.</i>	Trucking companies.	

I. GRAND COUNTY ZONING MAP

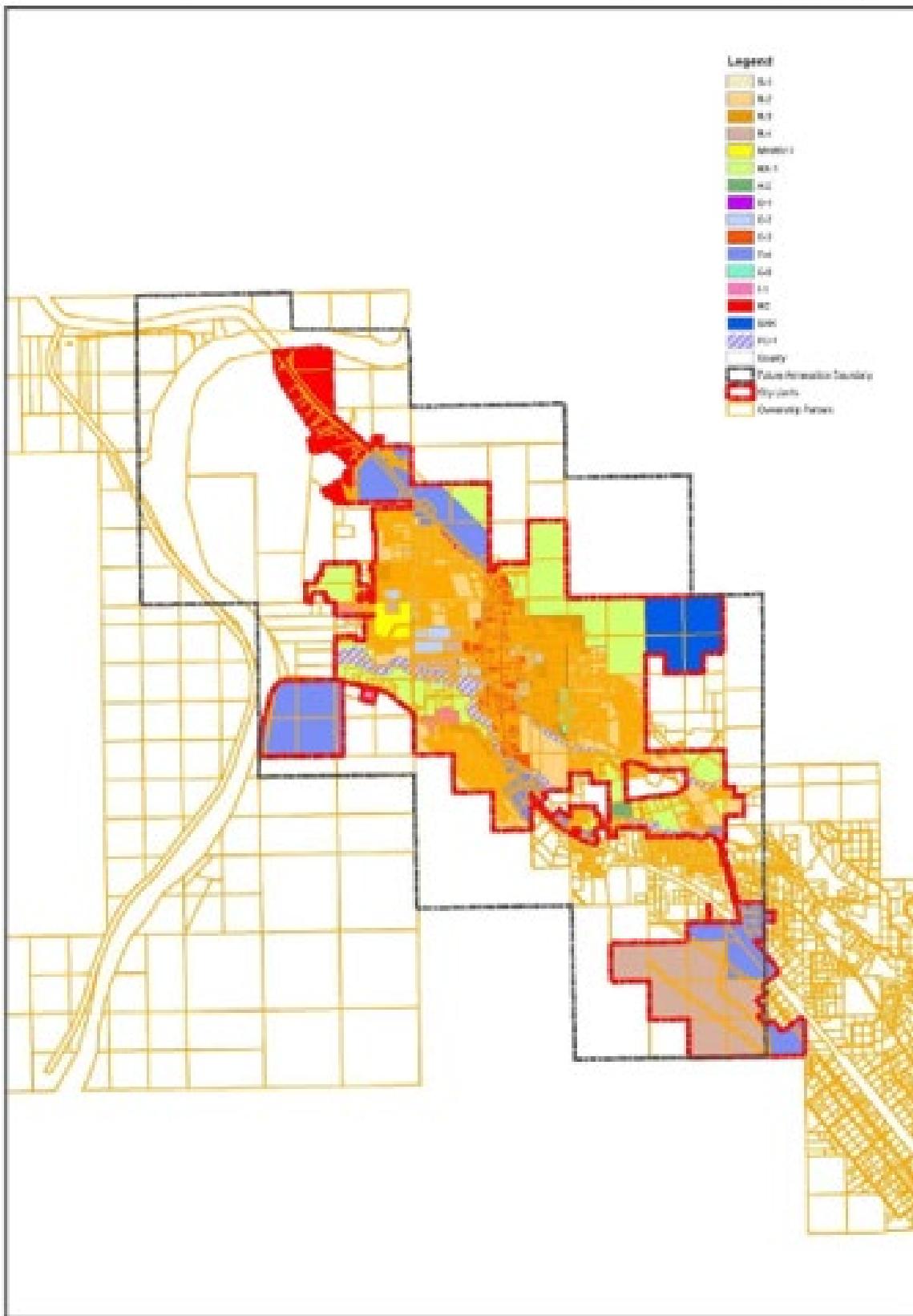


I. PROPOSED SITE PLAN

II. GENERAL PLAN MAPS



Future Annexation Boundary - General Plan



MOAB CITY

217 E. Center Street

Moab, Utah 84532-2534

Phone: 435-259-5129

III. HC&C-4 MATRIX

HC Highway Commercial Grand County

HC, Highway Commercial zone's objective is:
The HC, Highway Commercial District is designed to accommodate commercial activities that are dependent upon vehicular activity. In addition to the use and lot design standards of this section, development in the HC, Highway Commercial District shall be in compliance with all other applicable provisions of this LUC.

Screening and Buffer Requirements when adjacent to Residential Uses:

Nonresidential and multifamily residential development, including off-street parking areas associated with such development, shall be screened from property in a Protected Zone District pursuant to subsection A of this section or that contains a single-family or duplex use. Such visual screening shall be accomplished through siting and layout, the use of opaque fences, vegetative buffers, and berm (s) or a combination of such techniques along the lot line that is adjacent to property in a Protected Zone District pursuant to subsection A of this section or that contains a single-family or duplex use.

Specific Requirements for the HC Zoning District

Height Limit	35'
Yard requirements	Front: 20' Side: 10' Rear: 20'
Allowed Lot Coverage:	NA
Parking:	
Office	1 per 250 sq ft
Retail	1 per 200 sq ft
Cafe	1 per 3 seats

List of allowed uses in the HC Zone:

- Dwelling, single-family
- Zero lot line house
- Alley-loaded house
- Dwelling, two-family (duplex)
- Townhouse
- Dwelling, multi-family
- Manufactured home
- Manufactured home community (C)
- Upper Story Residential
- Group Home
- Group Living (Boarding House)
- Community Service
- Daycares
- College/ University
- All other educational
- County or state shop/ storage yard
- Government Facilities
- All institutions
- Hospital or clinic
- All other medical facilities
- All other parks and open areas
- Service and rentals (C)
- Airport and heliport, emergency operations
- ATV outfitter, guide All personal service-oriented uses
- Building materials, sales and yard
- Greenhouse or nursery, wholesale or retail
- All other sales-oriented uses
- Repair services, general
- Repair services, limited
- RV and boat storage
- Self-storage uses
- Auto repair garage
- Car Wash
- Fuel Service
- Limited vehicle service
- Vehicle sales, rental or leasing facility (non-ATV sales)
- ATV sales (C)
- Warehouse, commercial
- Food Processing (C)
- Woodworking and cabinet shops (C)
- Impound lot (C)
- Manufacturing and production
- Contractor services
- Fruit and vegetable stand
- Winery (C)

C-4 General Commercial Moab City

The C-4 General Commercial zone's objective is:
The C-4 general commercial zone has been established as a district in which the primary use of the land is for business and light industrial purposes. Another objective of the zone is to facilitate the development of attractive entrances to the City. The C-4 zone is characterized by clean, well-lighted and landscaped streets, ample pedestrian ways and vehicular parking lots for the convenience and safety of the public. In order to accomplish the objectives and purposes of this title and to promote the characteristics of this zone, the regulations set out in this chapter shall apply in the C-4 zone.

Screening and Buffer Requirements when adjacent to Residential Uses:

Zoning	Screening	Buffer
C-4	6' Height Opaque	10' starting at property line

Specific Requirements for the C-4 Zoning District:

Height Limit	40'
Setback requirements	Front: 25' Side: 0' Rear: 0'
Allowed Lot coverage	50%
Parking:	
Office	1 per 300 sq ft
Retail	1 per 300 sq ft
Cafe	1 per 200 sq ft

List of allowed uses in the C-4 Zone:

- Asphalt/Concrete Batching Plant, Temporary (Not to Exceed One Calendar Year).
- Assembly of appliances from previously prepared parts.
- Auction houses.
- Auto body and fender shops, auto painting, welding and sheet metal shops.
- Bars.
- Brewpubs.
- Caretaker dwellings.
- Day care.
- Dwellings above the ground floor of a nonresidential structure.
- Multi-household dwellings on ground floor
- Eating establishments.
- Engraving and printing establishments.
- Established Overnight Accommodations.
- Farm equipment sales.
- Funeral establishments.
- Ground-Floor Employee Dwellings.
- Gymsnasiums.
- Hardware stores and lumber yards.
- Historic Dwelling
- Hospitals.
- Laboratories
- Manufactured Home Sales.
- Manufacturing, compounding and processing.
- Microbreweries and distilleries.
- Parking lots (commercial).
- Places of Worship
- Professional offices.
- Public facilities.
- Public and private research establishments.
- Recreational Vehicle Park or Campground
- Restaurant with Outdoor Dining, Permanent.
- Retail establishments.
- Schools
- Second hand stores
- Service establishments
- Service stations
- Trucking companies
- Utility provider structures and buildings
- Vehicle repair.
- Vehicle sales.
- Warehouses.
- Wholesale establishments with stock on premises.
- Wireless telecommunication towers

IV. SITE PHOTOGRAPHS





SHUMWAY ANNEXATION

POLICY MATRIX

MUNICIPAL CODE ANALYSIS

SECTION: 1.32.030

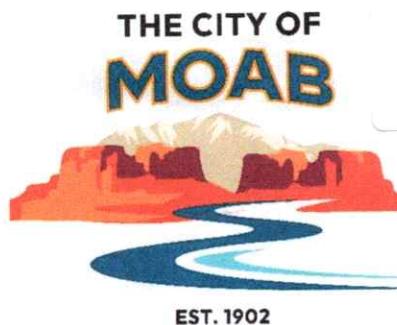
Title	Section	Factor	Finding	Rationale
Annexation Policy Plan	1.32.030A.	A. Pursuant to U.C.A. 10-2-401.5, the City hereby adopts the following annexation policy declaration.	Complies	
Annexation Policy Plan	1.32.030A.	1. Sound urban development is essential to the continued economic development of this state;	Complies	Moab City has adopted an annexation policy consistent with state law.
Annexation Policy Plan	1.32.030A.	2. Municipalities are created to provide urban governmental services essential for sound urban development and for the protection of public health, safety and welfare in residential, commercial and industrial areas, and in areas undergoing development;	Complies	The proposed annexation will go through the proper procedures as indicated in the MMC for noticing and public hearings.
Annexation Policy Plan	1.32.030A.	3. Municipal boundaries should be extended, in accordance with specific standards, to include areas where a high quality of urban governmental services is needed and can be provided for the protection of public health, safety and welfare and to avoid the inequities of double taxation and the proliferation of special service districts;	Complies	The proposed annexation is within the boundaries of the annexation boundary map found in the General Plan. It will not create a special service district or issues with public, health, safety, or welfare.
Annexation Policy Plan	1.32.030A.	4. Areas annexed to municipalities in accordance with appropriate standards should receive the services provided by the annexing municipality as soon as possible following the annexation;	Complies	The annexation application met all submittal requirements
Annexation Policy Plan	1.32.030A.	5. Areas annexed to municipalities should include all of the urbanized unincorporated areas contiguous to municipalities, securing to residents within the areas a voice in the selection of their government;	Complies	The noticing requirements for Grand County have been met.
Annexation Policy Plan	1.32.030A.	6. Decisions with respect to municipal boundaries and urban development need to be made with adequate consideration of the effect of the proposed actions on adjacent areas and on the interests of other government entities, on the need for and cost of local government services, and the ability to deliver the services under the proposed actions and on factors related to population growth and density and the geography of the area; and	Complies	The annexation will use existing infrastructure and will not have an impact on the cost of local government services. The annexation is in line with the General Plan for Moab City.
Annexation Policy Plan	1.32.030B.	B. Map showing the anticipated future extent of the City of Moab's boundaries and areas that are more readily available for service.	Complies	
Annexation Policy Plan	1.32.030B.	1. This portion of the City of Moab's Master Annexation Policy declaration describes the geographic areas considered most favorable for future city expansion.	Complies	The parcels are located in an area recommended for future expansion.
Annexation Policy Plan	1.32.030B.	2. The map (which is on file at the City clerk's office) visually displays the existing boundaries of the City of Moab in a green line and the future boundaries by a black line. The future boundaries include the following description:	Complies	The parcels to be annexed are within the future annexation boundaries of the Future Land Use Map.
Annexation Policy Plan	1.32.030C.	C. Criteria as required by state law, together with additional criteria and policies for city acceptance of an annexation.	Complies	
Annexation Policy Plan	1.32.030C.	1. The City endorses the intent of the Utah Annexation Act, U.C.A. 10-2-401, et seq., as amended. Criteria for annexation of property to the City are as follows:	Complies	
Annexation Policy Plan	1.32.030C.	a. The property must be contiguous to the boundaries of the City.	Complies	The MMC Annexation policy gives instructions to meet Utah State Code.
Annexation Policy Plan	1.32.030C.	b. The property must lie within the area projected for the City municipal expansion.	Complies	The parcel is within the Future Land Use Map, Annexation Boundaries Map, and is not in an isolated location.

Title	Section	Factor	Finding	Rationale
Annexation Policy Plan	1.32.030C.	c. The property must not be included within the boundaries of another incorporated municipality.	Complies	The parcel to be annexed is in an unincorporated Grand County area.
Annexation Policy Plan	1.32.030C.	d. The annexation must not create unincorporated islands within the boundaries of the City.	Complies	The annexation will not create a non existing island within unincorporated Grand County
Annexation Policy Plan	1.32.030C.	e. The property proposed to be annexed hereunder will not be annexed for the sole purpose of acquiring municipal revenue or for retarding the capacity of any other municipality to annex into the same or related area.	Complies	The annexation will meet all the criteria for annexation and was not selected based on revenue gain.
Annexation Policy Plan	1.32.030C.	2. The City will evaluate the following for each annexation:	Complies	
Annexation Policy Plan	1.32.030C.	a. Compliance with all requirements of appropriate state code provisions.	Complies	Moab City's Annexation policy is based on Utah State Code and any annexations reviewed will reflect state code requirements.
Annexation Policy Plan	1.32.030C.	b. The current and potential population of the area, and the current residential densities.	Complies	The proposed annexation will be for commercial uses. If the property were to be used for residential, it would need to meet the Active Employment Housing Ordinance.
Annexation Policy Plan	1.32.030C.	c. Land uses proposed in addition to those presently existing.	Complies	The property fronts on highway 191, which is an appropriate location for commercial uses.
Annexation Policy Plan	1.32.030C.	d. The assessed valuation of the current properties or proposed uses.	Complies	The proposed use will develop a property that is otherwise underutilized.
Annexation Policy Plan	1.32.030C.	e. The potential demand for various municipal services, especially those requiring capital improvements.	Complies	Any required improvements will be identified during the Development Review Team and permitting process.
Annexation Policy Plan	1.32.030C.	f. Recommendations of other local government jurisdictions regarding the proposal and potential impact of the annexation.	Complies	Moab City has not yet received feedback from other jurisdictions.
Annexation Policy Plan	1.32.030C.	g. How the proposed area, and/or its potential land uses would contribute to the achievement of the goals and policies of the City.	Complies	<p>The proposed annexation will meet the following goal:</p> <ul style="list-style-type: none"> •Promote a vibrant local economy that supports the unique quality of life and character of Moab. •Reduce energy resource waste and expand the community's use of renewable energy. •Encourage a diverse, compact, and efficient land use pattern that promotes resident quality of life and is aligned with the city's character, economy, and vision. •Promote appropriate commercial development while maintaining quality of life for residents. •Consider annexations that provide a benefit to the community
Annexation Policy Plan	1.32.030C.	h. Identification of any special districts or county departments that are currently providing services. If the proposed area is receiving services that are to be assumed by the City, a statement should be included indicating that steps can be taken to assure an effective transition in the delivery of services. A timetable for extending services should be included if the City is unable to provide services immediately. If the proposed area is receiving services that are not going to be assumed by the City a statement to that effect will be included in the annexation agreement.	Complies	The parcel is not in a special purpose district. The parcel has existing utility services provided and there are no plans of making changes to the existing services.
Annexation Policy Plan	1.32.030C.	i. If an application for annexation includes a specific proposal for urban development, an understanding as to the provision of improvements should be concluded between the City and the applicant.	Complies	The pre-annexation agreement outlines how these requirements will be met.

Title	Section	Factor	Finding	Rationale
Annexation Policy Plan	1.32.030C.	3. In order to facilitate orderly growth, the following city policies will apply to every annexation proposal. However, compliance with any policy not expressly required by state law is not mandatory, and failure to comply with any policy not expressly required by state law shall in no way affect or jeopardize an annexation petition that otherwise meets the standards established in the Utah Code.	Complies	
Annexation Policy Plan	1.32.030C.	a. The City's policy is to consider annexation only in those areas where the City has the potential to provide urban services (either directly or through interlocal cooperative agreement). These areas may include locations served or to be served by city utilities, electrical service, police and fire protection facilities, etc.	Complies	The parcel is located where there are existing services and are reasonably accessible by City services such as Fire and Police.
Annexation Policy Plan	1.32.030C.	b. The City declares its interest in those areas identified in this policy declaration and other areas lying within one-half mile of the City's boundary. Any urban development as defined by state law proposed within this specified area is subject to review and approval of the City as provided in U.C.A. 10-2-418, as amended.	Complies	The City and applicant have come to a pre-annexation agreement identifying any issues pertaining to this.
Annexation Policy Plan	1.32.030C.	c. Due to the extraterritorial powers granted as part of the Utah Boundary Commission Act, the City may exercise its initiative to prepare and adopt a General Plan for future development in those extraterritorial areas of interest for future annexation, as indicated in this policy declaration. This General Plan will define proposed land uses, nature, and density of development desired by the City in each particular area. Once this ordinance is adopted, any proposed development in an area to be annexed must conform to the General Plan, notwithstanding said plan may be amended from time to time as deemed necessary and appropriate.	Complies	The proposed annexation and use of property complies with the General Plan for Moab City.
Annexation Policy Plan	1.32.030C.	d. It is the policy of the City to require new development in annexed areas to comply with all city standards and regulatory laws. Proposed actions to be taken to overcome deficiencies should be identified and costs estimated.	Complies	Any issues with the proposed development will be identified through the site plan review and permitting process.
Annexation Policy Plan	1.32.030C.	e. To avoid creation of islands and peninsulas, unincorporated territory and publicly-owned land such as roadways, schools, parks or recreational land, may be annexed as part of other logical annexations.	Complies	This is not a factor in the annexation
Annexation Policy Plan	1.32.030C.	f. In order to facilitate orderly growth and development in the City, the Planning Commission may review a proposed annexation and make recommendations to the City Council concerning the parcel to be annexed, the effect on city development, and the recommended zoning district designation for the proposed annexed area. Review by the Planning Commission is not a requirement for annexation, and approval from the Planning Commission is not necessary for annexation.	Complies	The City will obtain input from Planning Commission.
Annexation Policy Plan	1.32.030C.	g. The City Council shall designate the zoning for the territory being annexed in the ordinance annexing the territory. The zoning designations must be consistent with the General Plan. The City Council shall not be bound by the zoning designations for the territory prior to annexation. Nothing in this section shall be construed as allowing the City Council to change zoning designations in areas that are already within the municipal boundaries, without following the procedures for zoning amendments found in the City code.	Complies	The future land use (FLU) map designates the property for commercial development. The proposed use is a mix use of retail, office, and restaurant. All three uses are allowed in the C-4 zoning district. C-4 is a commercial zoning and the FLU supports the proposed zoning.

Title	Section	Factor	Finding	Rationale
Annexation Policy Plan	1.32.030D.	1. The areas anticipated for future annexation contain a wide variety of land uses. There is vacant land, as well as residentially developed property, and property developed and being developed for commercial uses.	Complies	The property fronts on Highway 191. The proposed development will have a mix of commercial uses with the option of residential use if they meet the AEH regulations as outlined in the pre-annexation agreement.
Annexation Policy Plan	1.32.030D.	2. The City was incorporated in December 20, 1902 and has entertained numerous proposals for annexation since that time. Recent interest in annexation has been shown by many surrounding property owners. This policy declaration will help to define those areas that the City will consider in a favorable manner.	Complies	The parcel is within the boundaries for future growth on the future land use map
Annexation Policy Plan	1.32.030E.	E. The need for municipal services in developing unincorporated areas.	Complies	
Annexation Policy Plan	1.32.030E.	1. The City recognizes that municipal services to developed areas which may be annexed should, to the greatest extent possible, be provided by the City. It may, however negotiate service agreements in annexing areas.	Complies	The current services will continue to be provided for the property once it is annexed.
Annexation Policy Plan	1.32.030E.	2. For developing unincorporated areas to be annexed to the City, general government services and public safety service will be provided by the City as the area is annexed and developed. Where feasible and in the public interest to the citizens of the City, public utility services will be provided by the City or through the appropriate utility companies or improvement districts.	Complies	The City will provide municipal services to the newly annexed parcel.
Annexation Policy Plan	1.32.030E.	3. Subsequent policy declarations on individual parcels will address provision of utility service to that particular area. Determination of how utility service will be provided to developing areas proposed for annexation will be developed following discussion with the public works department and other appropriate utility officials or entities.	Complies	The service providers will be identified and the proposed development will meet the providers requirements through the Development Review Process.
Annexation Policy Plan	1.32.030F.	F. Financing and time frame for the extension of municipal services.	Complies	
Annexation Policy Plan	1.32.030F.	1. Those areas identified in this master policy declaration as being favorable for annexation are located near to the City. A basic network of collector roads presently exists in many of these areas and the City can readily extend such services as police protection, street maintenance, and general government services. Unless otherwise specified, city services for police and street maintenance will begin in newly annexed areas immediately following the effective date of annexation.	Complies	The parcel can be accessed and serviced by existing driveways and roads.

Title	Section	Factor	Finding	Rationale
Annexation Policy Plan	1.32.030F.	2. Services for newly annexed areas will be provided for out of the general and/or enterprise funds. However, it is the City's policy that all new development in areas requiring service bears the burden of providing necessary facilities. If and when the property sought to be annexed is developed, the developer will have to construct and install appropriate municipal service facilities such as streets, curb, gutter, sidewalk, water and sewer lines, as provided by city code. Construction of water and/or sewer line extensions involving multiple properties will be phased to coincide with the financial readiness of said property owners and the City.	Complies	The property owner will be required to obtain all necessary approvals and building permits for the development of the property
Annexation Policy Plan	1.32.030F.	3. If services in an annexed area are substandard, then the financing of improvements to bring the area up to city standards may be necessary through such means as a special improvement district. The City may decline to annex areas that contain significant substandard improvements. The site annexation policy declaration, submitted with individual annexations, will identify a schedule for necessary improvements to the area.	Complies	The parcel is serviced by GWSSA and will be continued to be serviced by them. If improvements are necessary, then GWSSA will notify the property owner.
Annexation Policy Plan	1.32.030F.	4. Unless otherwise agreed by the City in writing, the annexation of real property into the municipal, limits shall not obligate the City to construct or install utilities or other public infrastructure. The decision to extend or install such improvements shall be vested solely in the discretion of the City Council.	Complies	The pre-annexation agreement does not include any City required improvements to infrastructure.
Annexation Policy Plan	1.32.030G.	G. The estimate of tax consequences. The estimate of tax consequences to residents in both new and old territory of the City resulting from the proposed future annexations cannot be accurately assessed at this time. As each annexation proposal occurs, the City will review the tax consequences of that annexation.	Complies	This will be assessed at the time of building permit issuance.
Annexation Policy Plan	1.32.030H	H. <i>Affected entities. The following is a list of potentially-affected entities, to which copies of the annexation policy declaration has been supplied prior to its adoption. In addition, as annexation proposals occur, the entities affected by the proposed annexation will be notified.</i>	Complies	All proper noticing was sent



Application no. 24.0004
Received by: 2-21-24
Date received: SOMMAR JOHNSON
Treasurer receipt no. 166742229

\$600.00

PETITION FOR ANNEXATION

We, the undersigned owners of certain real property, hereby submit this Petition for Annexation and respectfully represent the following:

1. That this petition and the annexation meet the requirements of the Utah Code and the Moab City Municipal Code.
2. That the real property is described as follows:

Approximate location: 1082s. Main st. Moab Utah 84532

Legal description:

Lot 5, Block "A", Plat "A", Westwood Acres Subdivision as recorded in the office of the Grand County Recorder.

3. That up to five of the signers of this petition are designated as sponsors, one of whom is designated as the contact sponsor, with the name and mailing address of each sponsor indicated as follows:

Contact Sponsor

Mailing Address

Tye Shumway

285s. 400e. Moab utah 84532

Contact Sponsor

Mailing Address

4. That this petition is accompanied by the following documents:
 - a. An accurate and recordable map, prepared by a licensed surveyor, of the area proposed for annexation.
 - b. A copy of the notice of intent sent to affected entities.
 - c. A list of the affected entities to which notice was sent.
5. A copy of this petition and the accompanying map was also delivered or mailed to the Grand County Clerk and the chair of the Moab City Planning Commission.
6. That the petitioner(s) request the property, if annexed, be zoned C-4 General Commerical.
7. That the petitioner(s) acknowledge that the City may charge them for any fees and costs the City incurs in reviewing and processing the annexation.
8. For annexations involving real property owned by a public entity other than the federal government, this petition contains the signatures of the owners of all of the publicly owned real property located within the area proposed for annexation.
9. For annexations involving private real property, that this petition contains the following signatures from real property owners that:
 - a. Own 100% of rural real property within the area proposed for annexation, if any;
 - b. Own 100% of private real property within the area proposed for annexation if the area is located within an agricultural protection area;
 - c. Covers a majority of the private land area within the area proposed for annexation; and
 - d. Is equal in market value to at least 1/3 of the market value of all private real property within the area proposed for annexation.

Notice: There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election. If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of the City of Moab. If you choose to withdraw your signature, you shall do so no later than 30 days after the City of Moab receives notice that the petition has been certified.



Land Surveying

88 East Center Street
Moab, UT 84532
435.259.8171

STANDARD LEGEND

PROF. CORNER FOUND	●
MAG. NAIL FOUND	●
MAG. NAIL SET	☒
BLOCK CORNER	△
SECTION MONUMENT	- - -
PROPERTY LINES	- - -
EASEMENTS	- - -
PROPERTY ADJOINING	- - -

PROJECT TYPE:
ENGINEERING SURVEY

PROJECT ADDRESS:
1082 US-191
Moab, Utah 84532

PROJECT LOCATION:
GRAND COUNTY, STATE OF UTAH

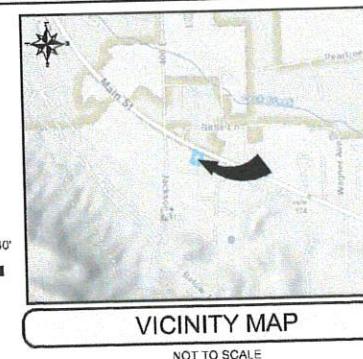
PREPARED FOR:
TY SHUMWAY

DATE:
10/5/22

JOB NUMBER:
188-22

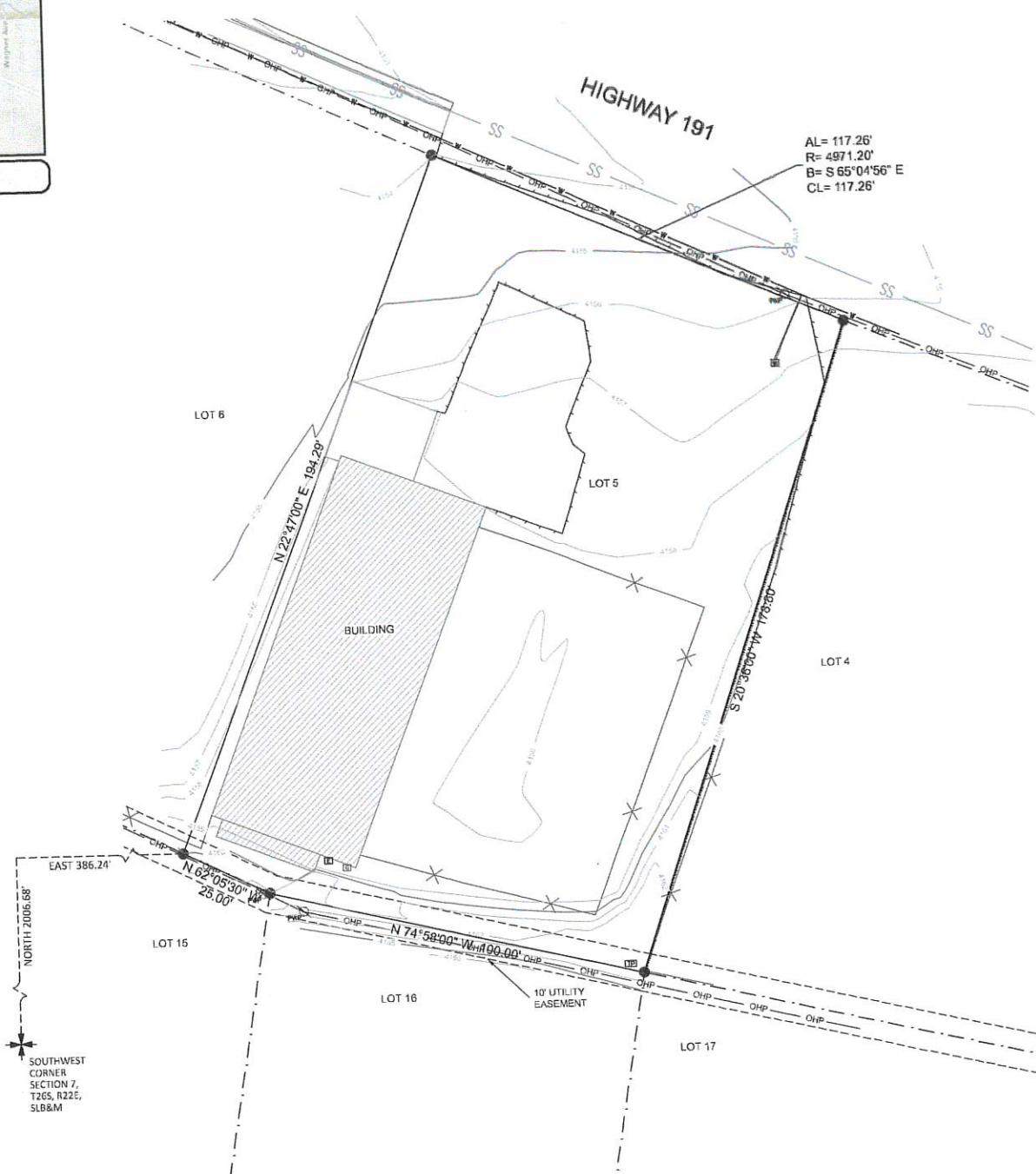
HEET 1 OF 1

FLOOD DATA This property is in Zone X
of the Flood Insurance Rate Map. Community Panel No. 49019C1766D
which has an effective date of APRIL 2, 2009 and IS NOT in a Special
Flood Hazard Area. Field surveying was not performed to determine this zone.
An elevation certificate may be needed to verify this determination or apply
for an amendment from the Federal Emergency Management Agency.



ENGINEERING SURVEY

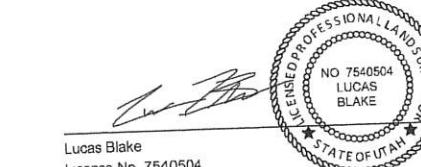
LOCATED WITHIN
THE NORTHEAST QUARTER OF SECTION 1, T20S, R21E, SLB&M



SURVEYOR'S CERTIFICATION

I, Lucas Blake, certify that I am a Professional Land Surveyor as prescribed under the laws of the State of Utah and that I hold license no. 7540504. I further certify that an engineering survey was made of the property described below, and the findings of that survey are as shown hereon.

Lucas Blake
License No. 7540504



10/5/22
DATE

LEGAL DESCRIPTION

Lot 5, Block "A", Plat "A", Westwood Acres Subdivision as recorded in the office of the Grand County Recorder.

LEGAL DESCRIPTION

SURVEYOR NOTES

COORDINATE SYSTEM: UTAH STATE PLANE CENTRAL (NAD83, US SURVEY FEET)
NAVD88 VERTICAL DATUM (US SURVEY FEET)

THE INTENT OF THE SURVEY IS TO MONUMENT OR LOCATE ORIGINAL PROPERTY CORNERS. THE SURVEY WAS PERFORMED USING BEST LEGAL EVIDENCE OF OCCUPATION IMPROVEMENTS LOCATED ON THE GROUND. OUR RESEARCH AND SITE WORK HAS DETERMINED NOTES OF IMPORTANCE AS FOLLOWS.

1 LOCATED LOT CORNERS OF PREVIOUS SURVEY



Know what's below
Call before you dig

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT TITLE
REPORT RED DESERT LAND SURVEYING, LLC MAKE NO GUARANTEES AS TO THE
SIZE, LOCATION, OR EXISTENCE OF EASEMENTS, RIGHT OF WAY, SETBACK LINES,
AGREEMENTS OR OTHER SIMILAR MATTERS

Grand County
125 East Center
Moab, Utah 84532

Grand County School District
264 South 400 East
Moab, Utah 84532

Moab Fire Department
45 South 100 East
Moab, Utah 84532

Grand Water & Sewer Agency
3025 East Spanish Trail
Moab, Utah 84532
259-8121

Grand County Hospital Service District
245 West Williams Way
Moab, Utah 84532

Health Department of Southeastern Utah
149E 100S
Price, Utah

Cemetery District
2651 spanish Valley Dr.
Moab, Utah 84532

Moab Mosquito Abatement District
1000E Sand flats Rd
Moab, Utah 84532

Grand County Library Board
275E center st
Moab, Utah 84532

Solid Waste District
2295S Hwy 191
Moab, Utah 84532

Recreation District
P.O. Box 715
Moab, Utah 84532

Grand County Boundary Commission
125 East Center
Moab, Utah 84532

Notice of Intent to File a Petition to Annex

Attention: Your property may be affected by a proposed annexation.

Records show that you own property within an area that is intended to be included in a proposed annexation to City of Moab ("Moab") or that is within 300 feet of that area. If your property is within the area proposed for annexation, you may be asked to sign a petition supporting the annexation. You may choose whether or not to sign the petition. By signing the petition, you indicate your support of the proposed annexation. If you sign the petition but later change your mind about supporting the annexation, you may withdraw your signature by submitting a signed, written withdrawal with the Moab recorder or clerk within 30 days after Moab receives notice that the petition has been certified.

There will be no public election on the proposed annexation because Utah law does not provide for an annexation to be approved by voters at a public election. Signing or not signing the annexation petition is the method under Utah law for the owners of property within the area proposed for annexation to demonstrate their support of or opposition to the proposed annexation.

You may obtain more information on the proposed annexation by contacting (Tye Shumway 285s 400e Moab Ut 84532, (Tye@twsconstruct.com), Sommar Johnson Moab City Recorder 217 E. Center Street, Moab Utah 84532 sommar@moabcity.org, or John Cortes Grand County Recorder 125 E. Center Street, Moab, Utah 84532, jcortes@grandcountyutah.net. Once filed, the annexation petition will be available for inspection and copying at the office of the Moab City Recorder.

The parcel numbers of the parcels to be annexed are Grand County Parcel Nos. [02-0SWE-0005](#)

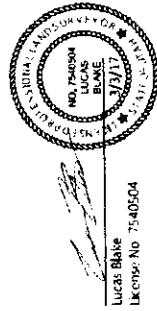
A map identifying the area proposed for annexation is also enclosed.

Surveyor's Certificate

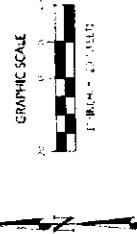
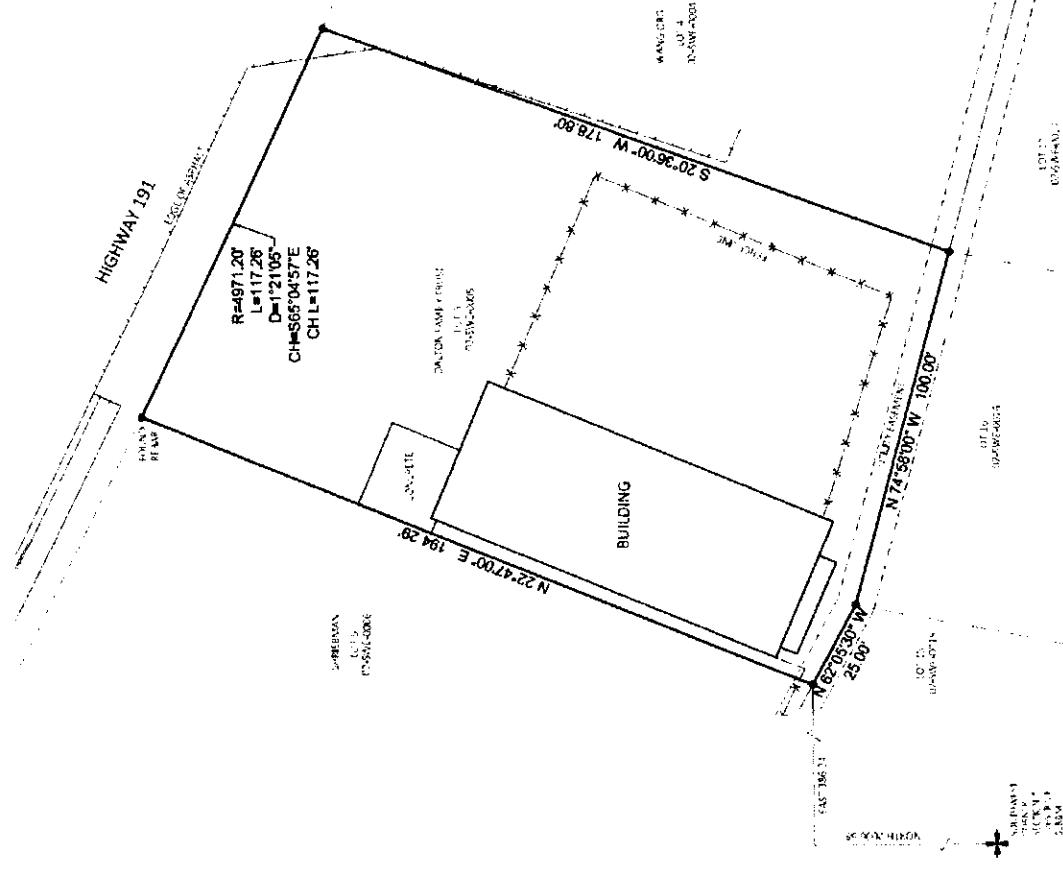
I, Lucas Blake, certify that I am a Registered Land Surveyor, licensed under the laws of the State of Utah and hold a valid Utah Surveyor's License No. 7540544, and have made a survey of the property described and marked on the map, and the boundaries are described in the following manner:

Boundary Description

Lot 4, Blk. 1, Pk. 2, Wm. West Ave., Moab, San Juan County, Utah.



Lucas Blake
License No 7540544



LOCAL 7 IN 1/4 SECTION 7
SECTION 7
TOWNSHIP 6 SOUTH RANGE 11 EAST
SAC - SAN JUAN COUNTY

RECORD OF SURVEY
1002 S HWY 191
MOAB, UT 84532
DALTON

1 of 1



City of Moab
217 E Center St
Moab, UT 84532
(435) 259-5123
treasurer@moabcity.org

XBP Confirmation Number: 166742229

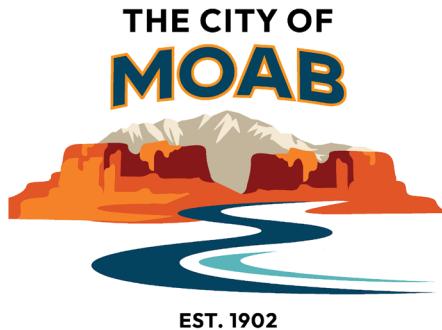
► Transaction detail for payment to City of Moab.		Date: 02/28/2024 - 8:29:11 AM MT	
Transaction Number: 214075899 Visa — XXXX-XXXX-XXXX-8524		Status: Successful	
Account #	Item	Quantity	Item Amount
	450 Building Permit - Permits Other Fees	1	\$600.00
Notes: PETITION FOR ANNEXATION APPLICATION NO. 24.0004-1082 S MAIN ST.			

TOTAL: \$600.00

Billing Information

TYE W SHUMWAY TWS
CONSTRUCTION
84532
(435) 459-9724

Transaction taken by: Admin hreinhart



NOTICE OF CERTIFICATION OF ANNEXATION PETITION

Pursuant to Sections 10-2-405(2)(c)(1) and 10-2-406, U.C.A., the City of Moab, Utah, hereby gives notice as follows:

1. On February 28, 2024, a petition proposing the annexation of real property located at 1082 South Main Street, Moab, Utah, Grand County, and encompassing approximately 0.52 acres was filed with the City of Moab by Tye Shumway representing TJ Moab Enterprises.
2. On March 26, 2024, the Moab City Council accepted the Petition to be further considered and authorized the Petition to be certified by City Staff.
3. On April 12, 2024, City Staff certified that the Petition meets the requirements of Utah State Law and notice was provided to the Moab City Council, the contact sponsor, and the Grand County Commission.
4. The area proposed for annexation in the petition is described as follows:

Lot 5, Block "A", Plat "A", Westwood Acres Subdivision as recorded in the office of the Grand County Recorder.

5. The complete Annexation Petition is available for inspection and copying at the Moab City Recorder's Office, 217 E. Center Street, Moab, Utah Monday through Thursday between the hours of 8:00 a.m. and 5:00 p.m. and Friday from 8:00 a.m. to 12:00 p.m.
6. The City of Moab may grant the Petition and annex the above-described area unless a written protest to the Annexation Petition is filed with the Grand County Clerk, 125 E. Center Street, Moab, UT, 84532. A copy of the protest must also be delivered to the Moab City Recorder at the address noted above on the same date that the protest is filed with the Grand County Clerk. Any protest must be filed as herein stated by no later than May 13, 2024.
7. If no lawful protests are received, the Moab City Council will hold a public hearing on Tuesday, May 28, 2024, at 6:00 p.m. in the Moab City Council Chambers located at 217 E. Center St., Moab, Utah to consider the request to annex this property.
8. The area proposed for annexation to the City of Moab will also automatically be annexed to have Moab City provide law enforcement services. The area proposed

for annexation is already within the service areas of the Moab Valley Fire Protection District and the Grand County Emergency Medical Services District, which will continue to provide fire protection, paramedic, and emergency services, as applicable.

(See attached for map.)

A handwritten signature in blue ink that reads "Sommar Johnson".

Sommar Johnson, CMC

Moab City Recorder

April 12, 2024

CITY OF MOAB ORDINANCE #2024-01

AN ORDINANCE OF THE CITY COUNCIL OF MOAB ANNEXING THE TJ MOAB ENTERPRISES PROPERTY AT 1082 SOUTH MAIN STREET TO THE CITY OF MOAB AND ASSIGNING THE ZONE OF C-4 GENERAL COMMERCIAL TO THE PARCEL

The following findings describe the intent and purpose of this ordinance:

- a. TJ Moab Enterprises filed a petition (the “Petition”) with the Moab City Council (the “Council”) seeking to annex certain property of approximately 0.52 acres in size as described in Exhibit “1” hereto; and,
- b. The property has been proposed for development with allowed uses in the requested zoning designation, at the time of application; and,
- c. The City Council reviewed and approved a pre-annexation agreement in a regularly scheduled meeting held on September 12, 2023, setting forth minimum project development standards in Section 6 of the pre-annexation agreement; and,
- d. The Moab Planning Commission reviewed the Petition in a public meeting held on April 25, 2024, to review the annexation and the requested zoning for C4 (General Commercial) Zone and found that the zone is acceptable for the types of uses proposed for the area; and
- e. As required by law, the Council must consider comments from affected entities, if any, and no protests that complied with the requirements of U.C.A. 10-2-407 were filed after publication of notice of the Petition; and
- f. The Council has determined that the property meets the requirements of Moab City's annexation policy plan; and
- g. The Council has determined that the property meets the annexation requirements of Utah State Code, including but not limited to the Utah Annexation Act, U.C.A. 10-2-401, et. seq., as amended (the “Act”); and
- h. The Council endorses the intent of the Act and finds that the Petition meets the criteria for annexation of the property into the City because:
 1. The property must be contiguous to the boundaries of the City. The property is contiguous with City boundaries
 2. The property must lie within the area projected for the City's municipal expansion. The property is contiguous with the City boundaries.
 3. The property must not be included within the boundaries of another incorporated municipality. The property is not incorporated within the boundaries of another municipality.
 4. The annexation must not create unincorporated islands within the boundaries of the City. The annexation does not create unincorporated islands within the boundaries of the City.
 5. The property proposed to be annexed hereunder will not be annexed for the sole purpose

of acquiring municipal revenue or for retarding the capacity of any other municipality to annex into the same or related area.

6. The annexed area does not include rural real property or private real property located in a mining protection area; and
- i. The Council has held the appropriate public hearings and given the appropriate public notice and received public input pursuant to U.C.A. 10-2-407(6) – (7).

NOW, THEREFORE, BE IT ORDAINED by the Moab City Council that:

1. The Petition is approved and the property known as the TJ Moab Enterprises Annexation, as described in “Exhibit 1” and illustrated on the attached plat, “Exhibit 2”, and located at 1082 South Main Street, is hereby annexed into the City of Moab and the zoning designation, upon recommendation from the Planning Commission for said annexation, shall be C4 Zone.
2. This ordinance shall take effect immediately upon its posting pursuant to U.C.A. 10-3-711 and 63G-30-102(1).

PASSED AND APPROVED this ____ day of _____ 2024, by a majority of the City of Moab City Council.

SIGNED:

Joette Langianese, Mayor

Date

ATTEST:

Sommar Johnson, Recorder

(Complete as Applicable)

Summary of ordinance posted to Moab City Website, the Utah Public Notice Website, and in a public location within the City boundaries pursuant to U.C.A. 10-3-711 and 63G-30-102 on _____

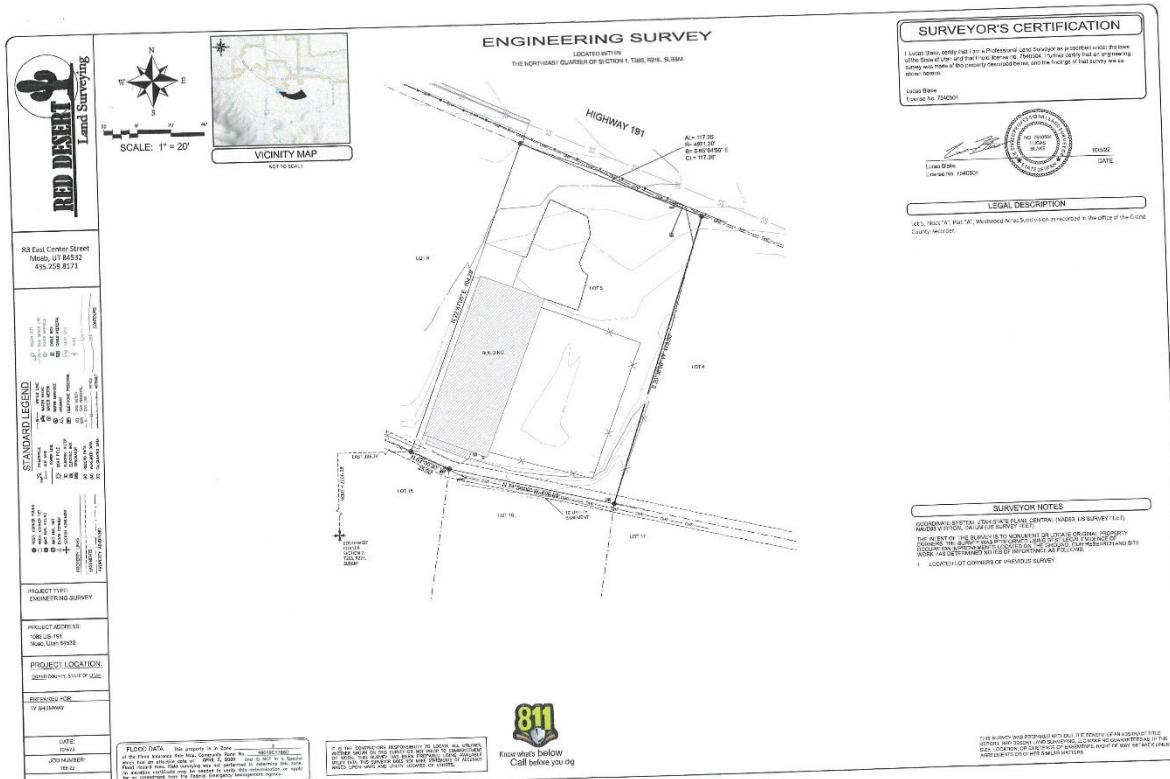
Effective date of ordinance: _____

“Exhibit 1”

Lot 5, Block “A”, Plat “A”, Westwood Acres Subdivision as recorded in the Office of the Grand
County Recorder

DRAFT

“Exhibit 2”



Moab City Council Agenda Item
Red Rock Retreat Townhomes Plat
Meeting Date: May 28, 2024

Title: Consideration and Possible Approval of Moab City Resolution #11-2024, A Resolution Approving the Red Rock Retreat Townhome Plat Application for property located at 241 East 100 North, Moab UT 84532.

Disposition: Discussion and Possible Action

Staff Presenter: Cory P. Shurtleff, Planning Director

Attachment(s):

- Exhibit 1: Draft Resolution #11-2024
- Exhibit 2: Vicinity Map
- Exhibit 3: Recorded County Plat
- Exhibit 4: Draft Survey Plat
- Exhibit 5: Draft HOA
- Exhibit 6: Final Plat Matrix

Options:

1. Approve with or without modifications; or
2. Continue or table item and give specific direction to the applicant and City Staff as to additional information needed to make a decision; or
3. Deny petition, giving specific findings for the decision.

Recommended Motion: I move that the City Council Approve Moab City Resolution 11-2024, A Resolution Approving the Red Rock Retreat Townhome Plat of property located at 241 East 100 North Moab, Utah 84532.

Applicant: Shik Han, Developer

Background:

Shik Han, applicant and project developer, submitted the City of Moab Townhome Plat Subdivision Application with associated materials on March 15, 2024. This application was reviewed by the City of Moab Development Review Team on April 10, 2024, with comments sent back to the applicant. As the proposed development scope did not require additional Staff review through a Site Plan Application, the proposed development was submitted and processed through the Building Permit Application process. Nearing project completion, the applicant has submitted the Townhome Plat Application, via the Subdivision Application, to record the Townhome Plat ownership division of the 4-unit multi-household dwelling. On May 9, 2024 Moab Planning Commission forwarded a positive recommendation to City Council. The Plat has been submitted to City Council for review May 28, 2024.

Project Summary:

Location: 241 East 100 North, Moab UT
 Property Owner: Small Prop, LP
 Applicant: Shik Han
 Parcel Size: 0.28 Acres
 Current Zone R-3 Multi-Household Residential Zone
 Proposed Use: 4-unit Townhome Residential; Multi-Household

Narrative Summary:

The applicant has provided the following summary of the project:

"Red Rock Retreat" Townhome Subdivision

Red Rock Retreat townhomes are a split of four separate residential (lots) for each unit of the project. Moab city code allows "one multi household lot per 2000 sq foot" in R-3 per 17.48.030.

This project was started and issued a building permit November 1, 2022, which includes the required Water, and Sewer Connections. The Red Rock Retreat HOA will be in place and oversee the shared access and other common elements of this subdivision. The Homeowners Association Bylaws Draft is attached to this submittal. Each unit is located in a two-story building. Two of the units are 1107 square feet and two are 1120 square feet. Each home will be accessed by a shared driveway located in the common area on the plat.

Process: Condominium Plat/ Townhome Plat

Section 16.08.020 of the Moab Municipal Code allows exceptions to Final Plat procedures for Minor Subdivisions, with approval by the City Council. This item defined as a Townhome Plat does not have specific code or procedures. The development of 4-multi-household dwelling units in the R-3 Multi-Household Residential zone is permitted by-right through a Building Permit Review process, without additional Planning review process. The Townhome Plat is essentially a function of ownership (similar to that of a Condominium Plat), applied to the permitted development and land area associated with each dwelling unit. Condominium Plats do not require City Council review or approval. A Townhome Plat, given the specific "division" and allocation of land specific to lots, has been historically and by policy recommended by the Planning Commission and approved by the City Council, similar to that of a minor subdivision procedure. The aforementioned MMC sections are included below:

17.79.060

Plat and declaration approval.

All condominium developments shall include a condominium plat and condominium declaration complying with the provisions of the Utah Condominium Ownership Act. The proposed plat and declaration shall be submitted with the application for staff review prior to any applicable decision by the body having land use authority. The final plat for all condominium conversions shall include a signature block for the Planning Commission, City Planner, City Engineer, and City Attorney which must be executed prior to recording. Except

where the applicant posts a performance guarantee under Section 16.20.060 (subdivisions) or Section 17.66.180(C) (planned unit developments), the condominium plat and declaration shall not be recorded until all approvals required under by city code have been obtained and all required improvements have been completed. (Ord. 06-10 (part), 2006)

16.08.020

Exceptions--Final plat.

In subdivisions of less than five lots, land may be sold after recording of a plat, if all the following conditions are met:

- A. The subdivision plan shall have been approved by the Planning Commission, the planning coordinator, the City Engineer, the City Attorney, other agencies the zoning administrator deems necessary, and the City Council;*
- B. The subdivision is not traversed by lines of a proposed street, and does not require the dedication of any land for street or other purposes;*
- C. Each lot within the subdivision meets the frontage width and area requirements of the zoning title or has been granted a variance from such requirements by the appeal authority;*
- D. All final plat requirements shall be complied with;*
- E. All provisions of Chapter 16.20 of this title shall be complied with; and*
- F. The water supply and sewage disposal shall have been approved by the utility supervisor.*

(Ord. 10-06, 2010; Ord. 13-81 (part), 1981: prior code §22-2-2)

CITY OF MOAB RESOLUTION NO. 11-2024

A RESOLUTION APPROVING THE TOWNHOME PLAT APPLICATION FOR THE RED ROCK RETREAT TOWNHOMES, PROPERTY LOCATED AT 241 EAST 100 NORTH, MOAB UT 84532.

WHEREAS, the following describes the intent and purpose of this resolution:

- a. Applicant, Shik Han, on behalf of Small Prop, LP (Owner), has submitted the Townhome Plat Application via, the Townhome Plat Application, for the four (4) unit multi-household dwelling conversion to a Townhome Plat property, located at 241 East 100 North, Moab UT 84532; and
- b. The Applicant submitted to the City of Moab the appropriate application and documents for review and approval of the proposed Red Rock Retreat Townhomes as required in the Moab Municipal Code (MMC) Chapter 17.79.030; and
- c. The townhome lots are located on a 0.28-acre property in the R-3 Multi-Household Residential Zone and the proposed use is allowed as a permitted use in this zone; and
- d. As required in MMC Chapter 16.08.020, the subdivision plat shall have been approved by the Planning Commission, the planning coordinator, the City Engineer, the City Attorney, other agencies the zoning administrator deems necessary, and the City Council; and
- e. This item defined as a Townhome Plat does not have specific code or procedures. The development of 4 multi-household dwelling units in the R-3 Multi-Household Residential zone is permitted by-right through a Building Permit Review process, without additional Planning review process. The Townhome Plat is essentially a function of ownership (similar to that of a Condominium Plat), applied to the permitted development and land area associated with each dwelling unit. Condominium Plats do not require City Council review or approval. A Townhome Plat, given the specific “division” and allocation of land specific to lots, has been historically and by policy recommended by the Planning Commission and approved by the City Council, similar to that of a minor subdivision procedure; and
- f. The purpose for this Townhome Plat Application is to change the designation of the constructed units, into individual townhome units as defined in MMC chapter 17.06.020, for the purpose of allowing individual ownership of the dwelling units in each unit; and
- g. Following the consideration of the technical aspects of the pertinent code sections, the City of Moab Planning Commission, pursuant to Planning Resolution #11-2024, hereby finds that the application to record the Red Rock Retreat Townhome Plat can meet or exceed the code requirements.

NOW, THEREFORE, having considered public comment, staff comments, and discussion of the pertinent aspects of the proposed townhome plat application, by adoption of Resolution #11-2024, does hereby find, determine, and declare, that the applicable provisions of the Moab Municipal Code and the intent of the Moab General Plan can be met;

AND, FURTHERMORE, BE IT RESOLVED BY THE CITY OF MOAB CITY COUNCIL, the Red Rock Retreat Townhome Plat, on the property located at 241 East 100 North, Moab UT 84532, is hereby APPROVED.

PASSED AND APPROVED in open meeting by a majority vote of the Governing Body of the City of Moab City Council on May 28, 2024.

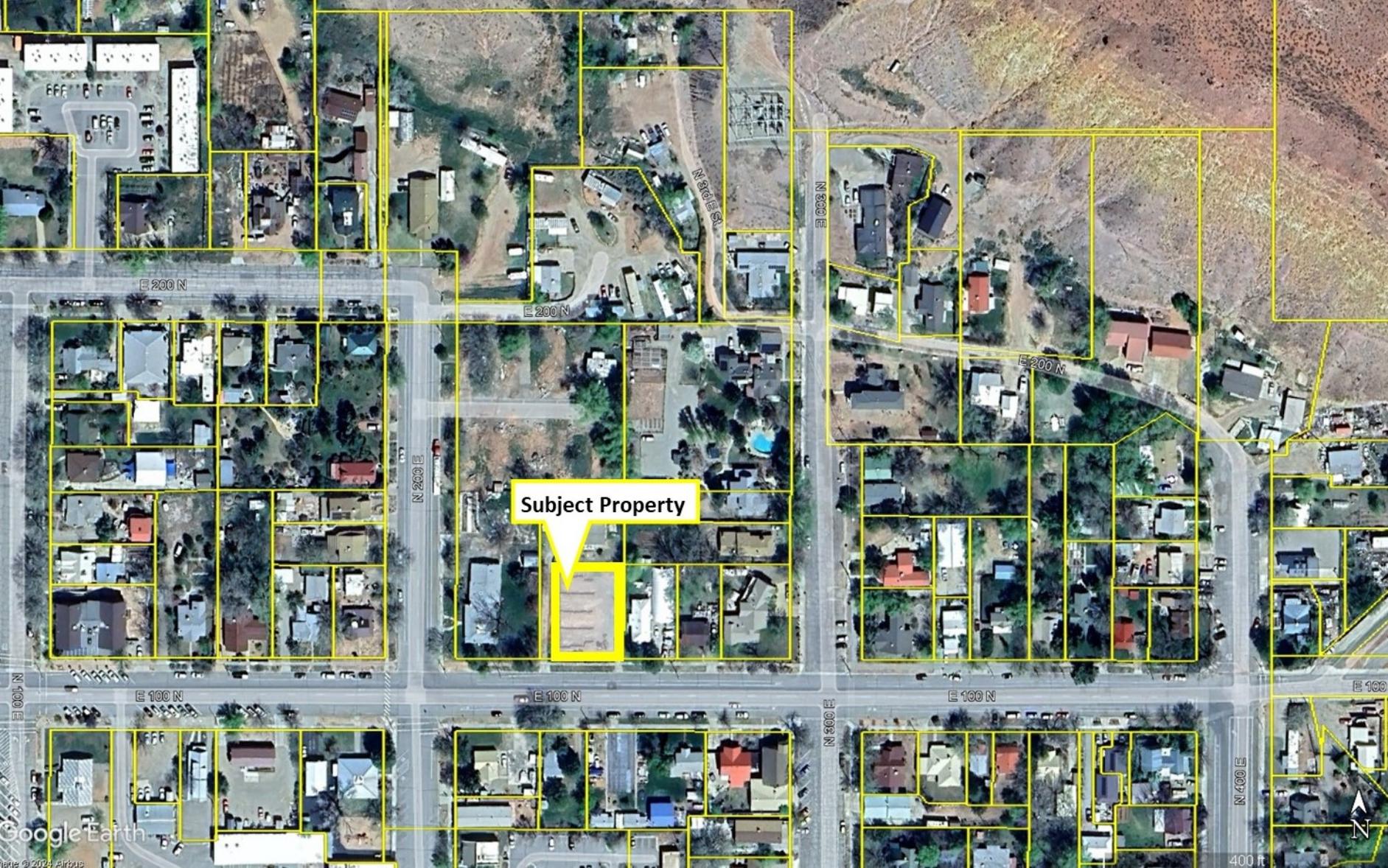
SIGNED: _____
Joette Langianese, Mayor

ATTEST: _____
Sommar Johnson, Recorder

Red Rock Retreat

Vicinity Map of a subdivision

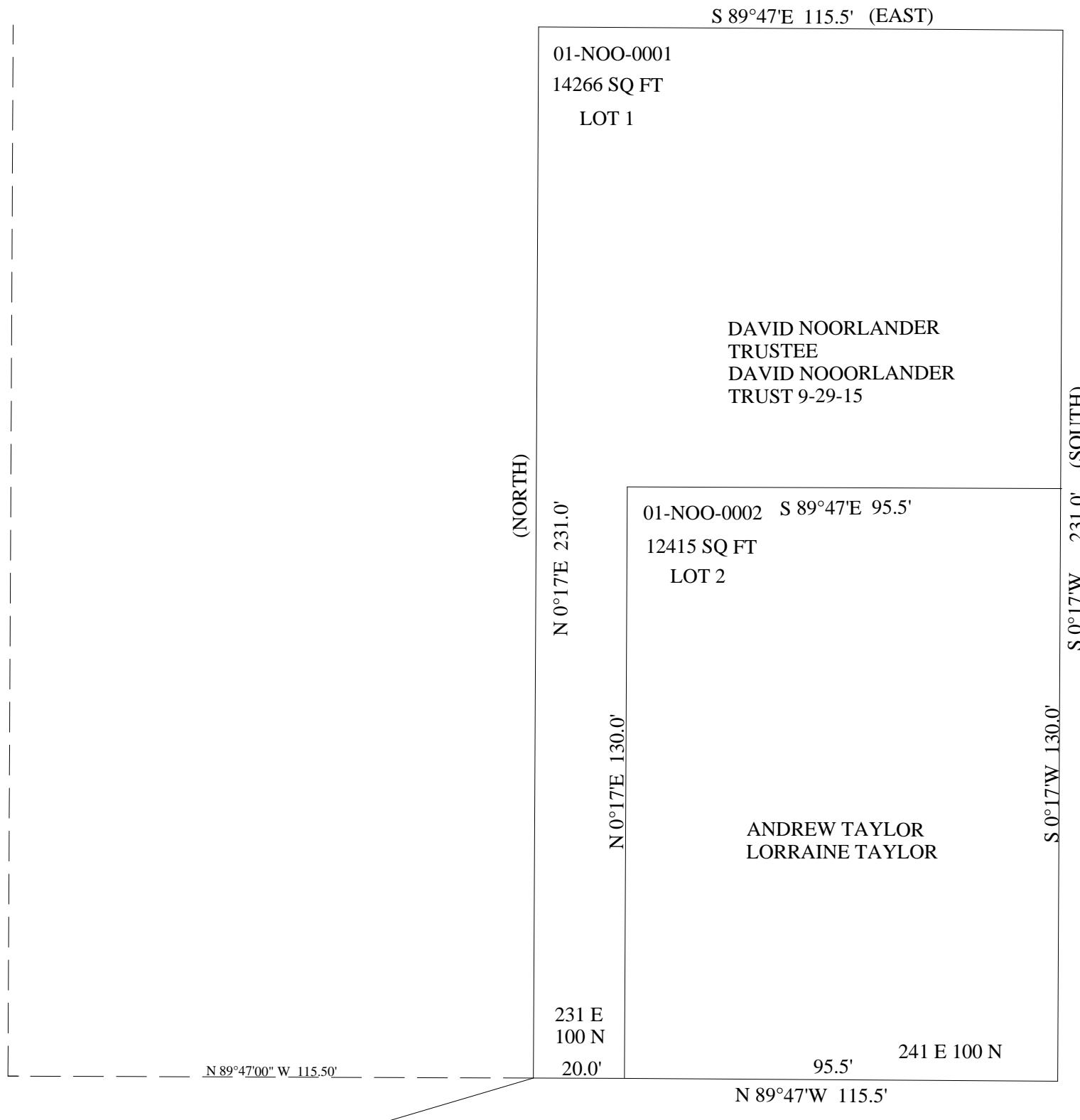
Legend



NOORLANDER ESTATES

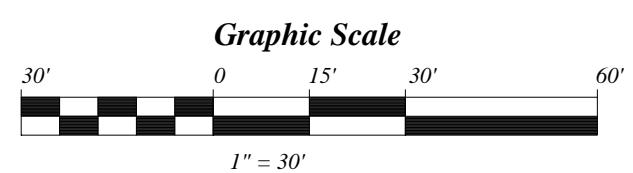
A SUBDIVISION WITHIN LOT 2 BLOCK 22 MOAB TOWNSITE

THIS PLAT IS FOR NAME CHANGE RECORDS ONLY
SEE OFFICIAL PLAT FOR ALL OTHER PURPOSES



NOTE: DATA IN PARENTHESIS ARE BEARINGS OF RECORD.

FIRST NORTH STREET (E STREET)

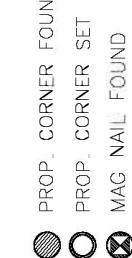




RED DESERT
Land Surveying

88 East Center Street
Moab, UT 84532
435.259.8171

STANDARD LEGEND



PROJECT TYPE:
SUBDIVISION

PROJECT ADDRESS:
241 East 100 North
MOAB, UTAH 84532

PROJECT LOCATION:
GRAND COUNTY, STATE OF UTAH

PREPARED FOR:
Bill Chow

SHEET 1 OF 1

DATE:
1/24/22

JOB NUMBER:
040-22

OWNER'S DEDICATION

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

241 EAST 100 NORTH, AMENDMENT II

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

?

?

ACKNOWLEDGMENT

STATE OF _____ COUNTY OF _____ S.S.

ON THE ____ DAY OF _____ 2023, PERSONALLY APPEARED BEFORE ME,
WHOM DID ACKNOWLEDGE TO ME THAT THEY SIGNED THE FOREGOING OWNER'S
DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

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

ACKNOWLEDGMENT

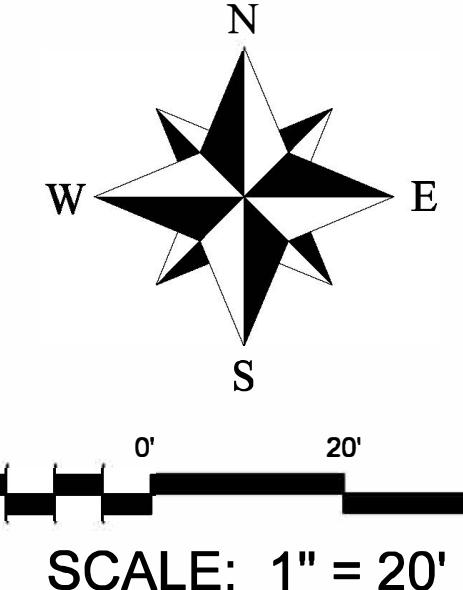
STATE OF _____ COUNTY OF _____ S.S.

ON THE ____ DAY OF _____ 2023, PERSONALLY APPEARED BEFORE ME,
WHOM DID ACKNOWLEDGE TO ME THAT THEY SIGNED THE FOREGOING
OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED
THEREIN.

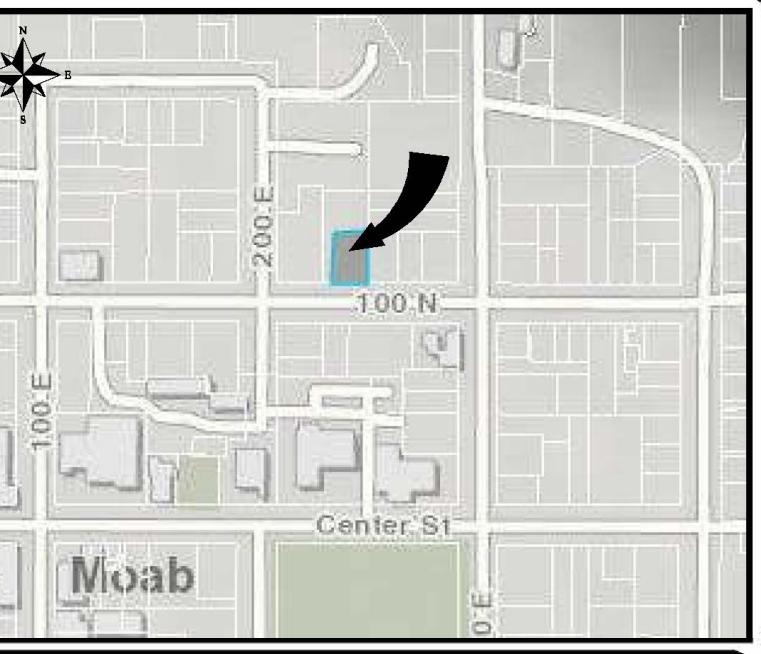
NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

**FINAL PLAT OF
241 EAST 100 NORTH, AMENDMENT II**

AMENDING 241 EAST 100 NORTH, AMENDED
TO CREATE A TOWNSITE PLAT
LOCATED WITHIN
LOT 2, BLOCK 22, MOAB TOWNSITE, WITHIN THE
NORTHEAST QUARTER OF SECTION 1, T26S, R21E, SLB&M



SCALE: 1" = 20'



VICINITY MAP

NOT TO SCALE

SURVEYOR'S CERTIFICATION

I, Lucas Blake, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7540504, in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17, have verified all measurements, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as 241 EAST 100 NORTH, AMENDMENT II and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

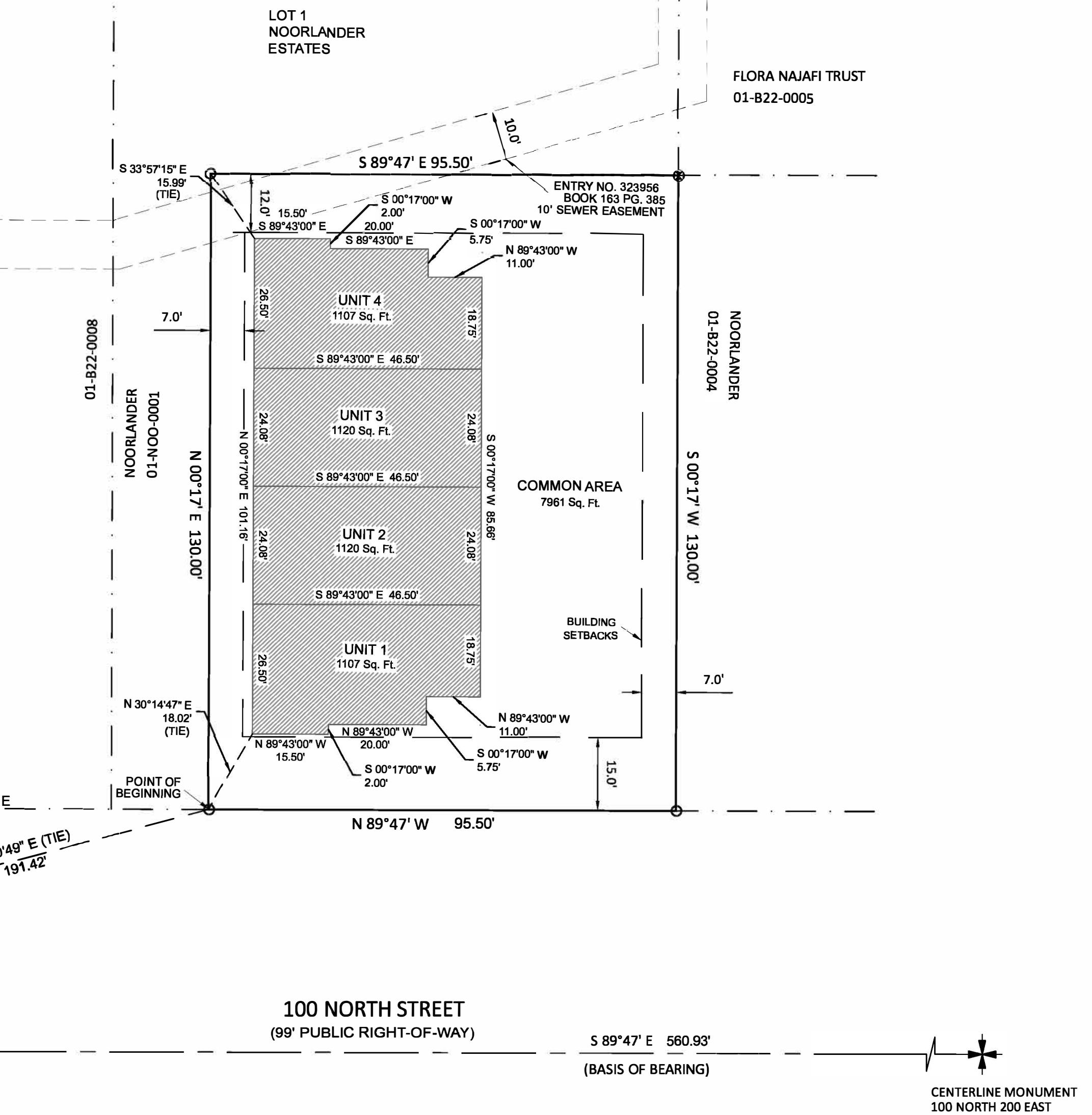
Lucas Blake
License No. 7540504

DATE

LEGAL DESCRIPTION

Beginning at a corner on the South line of Block 22, said corner bears S 89°47' E 135.5 feet from the Southwest corner of Block 22 of Moab Townsite, Section 1, T26S, R21E, SLM. Said corner also bears N 75°00'49" E 191.42 feet from the centerline monument at the intersection of 100 north and 200 East streets, and proceeding thence N 00°17' E 130.0 feet, thence S 89°47' E 95.50, thence S 00°17' W 130.00 feet, thence N 89°47' W 95.50 feet to point of beginning.

PLAT NOTES:
ALL COMMON AREA IS A BLANKET EASEMENT FOR PUBLIC UTILITIES AND PRIVATE ACCESS TO EACH UNIT.



SURVEYOR NOTES

THE BASIS OF BEARING IS S 89°47' E ALONG THE CENTERLINE OF 100
NORTH STREET.

THE INTENT OF THE SURVEY IS TO PLAT THE LOT FOR TOWN HOMES.

AMENDING 241 EAST 100 NORTH, AMENDED
TO CREATE A TOWNSITE PLAT
LOCATED WITHIN

LOT 2, BLOCK 22, MOAB TOWNSITE, WITHIN THE
NORTHEAST QUARTER OF SECTION 1, T26S, R21E, SLB&M

APPROVAL BY MOAB CITY PUBLIC WORKS

APPROVED THIS ____ DAY OF
AD, 20____

APPROVAL BY MOAB CITY ATTORNEY

APPROVED THIS ____ DAY OF
AD, 20____

APPROVAL BY MOAB CITY ENGINEER

APPROVED THIS ____ DAY OF
AD, 20____

APPROVAL BY MOAB CITY PLANNING COMMISSION

APPROVED THIS ____ DAY OF
AD, 20____

APPROVAL BY MOAB CITY COUNCIL

APPROVED THIS ____ DAY OF ____ AD, 20____

COUNTY RECORDER NO. ____

STATE OF UTAH, GRAND COUNTY, RECORDED AT THE REQUEST OF

DATE ____ BOOK ____ PAGE ____ FEE ____

COUNTY RECORDER

DIRECTOR

CITY ATTORNEY

CITY ENGINEER

CHAIR

MOAB CITY MAYOR
ATTEST: _____

HOA BYLAWS

**Bylaws of the
RED ROCK RETREAT
A Utah Nonprofit Corporation (Association)**

Article I. Name and Purpose

Section 1.01: NAME. The NAME of this organization shall be the Red Rock Retreat, hereafter referred to as THE ASSOCIATION. It shall be a nonprofit organization incorporated under the laws of the State of Utah.

Section 1.02: PURPOSE: The Bylaws shall govern the Corporation and its members and facilitate the fulfillment of the purposes provided in the Articles of Incorporation.

Section 1.03: PRINCIPAL OFFICE: The principal office of the Association shall be located at _____ or such other address as may be designated by the Board of Trustees.

Article II. MEMBERSHIP.

Section 2.01: ELIGIBILITY FOR MEMBERSHIP. Any current resident of, or owner of a townhome unit within Red Rock Retreat on Parcel 01-0241-0003, Grand County, Moab, Utah, is eligible for Membership in the Association upon full payment of the annual dues, and completion of an Application for Membership form. Membership is a requirement for any and all owners of real property within the boundaries of the above parcel.

Section 2.02: HOA DUES. The amount required for annual dues shall be \$100 each month, unless changed by a majority vote of the members in attendance at an annual meeting of the full membership. Full payment of the monthly dues will entitle the Resident or Property Owner to full membership privileges.

Section 2.03: VOTING RIGHTS. The full payment of the annual dues will entitle each owner of a townhome one vote a piece in all Association elections. An “owner” is any person age 18 or above that is listed on the deed of a townhome unit within the association.

Section 2.04: TERMINATION OF MEMBERSHIP. Membership in the Association is automatically terminated whenever the Member is in default of payment of the annual Association Dues. A member may also be removed by a majority vote of the membership.

Section 2.05: RESIGNATION. Any Member selling their property within the Association’s boundaries may resign by filing a written resignation with the Secretary of the Association. Such resignation shall not relieve the resigning Member of the obligation to pay any dues, assessments, or other charges theretofore accrued and unpaid. Upon resignation, however, the resigning Member will be refunded any unaccrued dues on a pro-rated basis once their property has been transferred to the new owner and appropriate documentation has been filed with the appropriate municipalities.

ARTICLE III. OFFICERS.

Section 3.01: OFFICERS. The Association shall have the following officers:

- 1) President,
- 2) Vice-President, 3) Treasurer, and 4) Secretary.

Section 3.02: ELECTION OF OFFICERS. The Officers shall be elected by majority vote at the annual meeting of the full membership. The initial officers shall be those identified in the filing of the Articles of Incorporation, until their successors have been elected by the members as provided in these bylaws.

Section 3.03: QUALIFICATIONS. All Officers shall be owners or co-owners of units within the association. For purposes of this section, the officers of any corporation, the managers of any limited liability company, and the partners of any partnership shall be considered co-owners of any units owned by such corporation, limited liability company, or partnership.

Section 3.04: TERM OF OFFICE. The Officers shall serve a one-year term, with no limitations on future terms.

Section 3.05: BOARD OF TRUSTEES. The Officers shall make up the Board of Trustees. The Board of Trustees shall have decision making power for the Association within these bylaws and the Articles of Incorporation for the Association. All decisions made by the Board must be passed by majority vote and in the event of a tie, a third party mediator may be used.

Section 3.06: DUTIES. The duties of the Officers are as follows:

- 1) The **PRESIDENT** shall be the principal executive officer of the Association and shall preside over all meetings, represent the Association on public occasions, and make such committee appointments from the membership as shall be deemed advisable for the effective conduct of the work of the Association.
- 2) The **VICE-PRESIDENT** shall assist the President as the President requests, and represent the Association on appropriate occasions. The Vice-President shall also, in the absence or disability of the President, perform the duties and exercise the powers of the President of the Association.
- 3) The **TREASURER** shall collect, safeguard, disburse and make periodic reports of all funds collected in the name of the Association.
- 4) The **SECRETARY** shall keep attendance records and record the proceedings of all meetings, maintain adequate records of the Association activities, and conduct such official correspondence as shall be required.
- 5) The duties of the officers shall not be limited as enumerated above, but they may discharge in addition such duties as are assigned by the Association Membership.
- 6) Unless so authorized, no officer shall have any power or authority to bind the Association by any contract or engagement, to pledge its credit, or to render it liable pecuniarily for any purpose or in any amount.
- 7) No Officer shall receive any compensation from the Association for acting as such.

Section 3.07: POWERS OF THE BOARD OF TRUSTEES. The powers to be exercised by the Board of Trustees shall include, but are not limited to, the following:

- a. Operation, care, upkeep, maintenance, repair, and replacement of the common areas, in the Property (the "Common Areas") and Association personal property, if any.
- b. Determination of the amounts required for operation, maintenance, and other affairs of the Association, and the paying of such expenditures
- c. Employment and dismissal of such personnel as necessary for the maintenance, upkeep and repair of the Common Areas of the Property and Association personal property.
- d. Employment of legal, accounting or other personnel for reasonable compensation to perform such services as may be required for the proper administration of the Association.
- e. Opening of bank accounts on behalf of the Association and designating the signatories required therefore.
- f. Preparing or causing to be prepared and filed any required income tax returns or forms for the association.
- g. Obtaining insurance or bonds pursuant to the provisions of these bylaws, and determining the minimal amounts and requirements thereof.
- h. Making additions and improvements to, or alterations of, the Common Areas of the Property.
- i. Designating one or more committees which, to the extent provided in the resolution designation the committee, shall have the powers of the Board of Trustees in the management and affairs of the Association. At least one member of each committee shall be a member of the Board of Trustees.
- j. Adoption of a budget for the Association, and assessment and collection of the Common Expenses through the Association.
- k. Enforcement by legal means of the provisions of the Revised Nonprofit Corporation Act, the Covenants and Restrictions, these Bylaws, and any Rules and Procedures adopted by the Board of Trustees.
- l. The filing of an Annual Report and any amendments in accordance with Utah law.
- m. The filing of any reports required by the local municipality, or associated utility providers.

Section 3.07: VACANCIES AND REMOVAL FROM OFFICE. Any Officer may be removed by a majority vote of the members of the Association (excluding the Officer to be removed). Upon the death, removal, resignation, or incapacity of an Officer of the Association, a majority of the Association shall elect a successor.

Section 3.08: MANAGEMENT. The Association shall be managed by the Officers so elected, with powers consistent with the Articles of Incorporation and these Bylaws of the Association.

(If not incorporated, substitute the word Organization for the word Incorporation.)

ARTICLE IV. MEETINGS OF MEMBERS.

Section 4.01: PLACE OF MEETINGS. Meetings of the Members shall be held at the principal business office of the Association or at any other place the President or a majority of the Members may from time to time select.

Section 4.02: REGULAR MEETINGS. Regular meetings of the Association shall be held quarterly, at a time and place designated by the President.

Section 4.03: ANNUAL MEETING. An annual meeting of the Members shall be held in the month of December of each year, if possible. At such meeting, the Members shall elect the Officers of the Association, receive reports on the affairs of the Association, and transact any other business which is within the power of the Members. If an annual meeting has not been called and held within six months after the time designated for it, any Member may call the annual meeting.

Section 4.04: SPECIAL MEETINGS. Special meetings of the Members may be called by the President, by a majority of the Officers of the Association, or by fifty percent (50%) or more of the Members entitled to vote.

Section 4.05: NOTICE OF MEETINGS. A written or printed notice of each meeting, stating the place, day, and hour of the meeting, shall be given by the Secretary of the Association, or by the person authorized to call the meeting, to each Member of record entitled to vote at the meeting. This notice shall be given at least seven (7) days before the date named for the meeting, with the exception of Regular Monthly Meetings for which, once a firm date, time and place have been publicized to all the members, no further notice shall be required.

Section 4.06: QUORUM. At least 50% of the association membership present at any properly announced meeting shall constitute a quorum. If any meeting of Members cannot be organized because of a lack of Quorum, the Members who are present may adjourn the meeting from time to time until a Quorum is present.

ARTICLE V. VOTING.

Section 5.01: VOTING. All issues shall be decided by a majority vote of members present at the meetings.

Section 5.02: VOTING BY MAIL. Where Officers are to be elected by Members, or any changes in the Bylaws are to be voted on, or any other election is to be made whereby a count of the votes of all members may be desired, such election may be conducted by mail or by distribution ballot in such manner as the officers of the Association shall determine advisable.

ARTICLE VI. COMMITTEES.

Section 6.01: AUTHORIZATION TO ESTABLISH COMMITTEES. The Association may establish committees as deemed necessary to pursue its stated objectives. Members of Committees shall be appointed by the President.

ARTICLE VII. FINANCES.

Section 7.01: EXPENDITURES. Expenditures of funds amounting to over Two Hundred Dollars (\$200) in any month must be approved by majority vote of the Membership present at any properly-announced meeting of the Membership. Printing of the Neighborhood Newsletter, Neighborhood Informational Notices and the Neighborhood Directory are exempted by this rule.

Section 7.02: FINANCIAL REPORTS. Quarterly and Annual Financial Reports shall be prepared by the Treasurer and presented to the Members at the quarterly and annual meetings.

Section 7.03: BUDGET. The Board of Trustees shall from time to time, and at least annually shall prepare a budget for the Association, estimate the Common Expenses expected to be incurred, less any previous over assessments, and assess the Common Expenses to each Member. The budget shall provide for an adequate reserve fund for maintenance, repairs, and replacement of those Common Areas and personal property and equipment of the Association which must be replaced on a periodic basis.

Section 7.04: DETERMINATION OF COMMON EXPENSES. Common Expenses Shall Include:

- a. Expenses of administration
- b. Expenses of maintenance, repair, or replacement of Common Areas in the property and personal property and equipment of the association or other portions of the property required to be maintained by the Association pursuant to the Covenants and Restrictions, these Bylaws, and the Articles of Incorporation.
- c. Cost of Insurance or bonds obtained in accordance with these bylaws
- d. A general operating reserve, including an amount sufficient to cover the deductible under the property damage insurance policy.
- e. Reserve for replacements and deferred maintenance
- f. Any deficit in Common Expenses for any prior period.
- g. Utilities for the Common Areas and other utilities with a common meter or commonly billed, such as electricity or trash collection.
- h. Any other items properly chargeable as an expense of the Association.

Section 7.04: OBLIGATION TO PAY COMMON EXPENSES. All Members shall be obliged to pay Common Expenses assessed to them by the Board of Trustees on behalf of the Association pursuant to these Bylaws. Assessments may not be waived due to limited or nonuse of the Common Area or of a Member's Unit, and no Members may offset amounts owing or claimed to be owing by the Association to the Member against such Member's obligation to pay assessments. The Board of Trustees, on behalf of the Association shall assess the Common Expenses against the Members from time to time and shall take prompt actions as they deem advisable to collect from a Member and Common Expense due which remains unpaid for more than sixty (60) days from the due date for the payment. The Board may elect to round assessments to the nearest dollar. Common Expenses include but are not limited to exterior landscaped areas, parking lots, walking paths, exterior utilities, exterior siding, and roofing of the primary building.

Section 7.05: APPLICATION FEE. The Board of Trustees may assess a one-time fee of Two Hundred and Fifty Dollars (\$250) to be paid with each Member's application to cover related clerical Expenses.

SECTION 7.06: SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In the case of any duly authorized capital improvement or maintenance need to the Common Areas or other proper association expenditures, the Board of Trustees may by resolution recommend separate assessments for the same, which must be approved by a vote of not less than sixty (60) percent of Members at a duly convened annual or special meeting of the Members, and the Proceeds of which shall be used only for the specific capital improvements or expenditures described in the resolution.

ARTICLE VIII. AMENDMENTS.

Section 8.01: PROCEDURE. These Bylaws may be amended by a two-thirds majority vote of the entire membership of the Members of the Association, provided seven days written notice of the proposed amendment and any associated meeting is given.

ARTICLE IX. ACCEPTANCE OF BYLAWS

Section 9.01: VOTING. Acceptance of these Bylaws shall be by a two-thirds majority vote of the entire membership of the Members of the Association, provided written copies of the Bylaws and written notice of the meeting is given to all Members at least seven days prior to the meeting.

ARTICLE X. NON-COMPLIANCE WITH BYLAWS.

Section 10.01: NON-COMPLIANCE PENALTIES. Noncompliance with the Bylaws of the Association may result in termination of membership for the offender, upon a two thirds majority vote by the membership of the Association. The Board of Trustees may utilize legal means and the enforcement thereof to resolve the Non-Compliance. Under no circumstance will noncompliance with any section of these Bylaws constitute the forfeiture of the rights of the Association to exist or the rights of the Association to enforce the Bylaws of the Association.

ARTICLE XI. RECORDS AND AUDITS.

Section 11.01: GENERAL RECORDS. The Board of Trustees, or duly appointed representative if any, shall keep detailed records of the actions of the Board of Trustees, minutes of the meetings of the Board of Trustees, and minutes of meetings of the Association. The Board of Trustees shall maintain copies of the rules, regulations, policies, and procedures adopted by the Association and the Board of Trustees. The Board of Trustees shall maintain a list of Owners entitled to vote at meetings of the Association.

Section 11.02: FINANCIAL RECORDS. The Board of Trustees or its designee shall keep financial records sufficient for proper accounting purposes.

Section 11.03: ASSESSMENT ROLL. The assessments roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and address of the owner or owners, the amount of each assessment against such Members, the dates and amounts in which the assessment comes due, the amounts paid upon the account, and the balance due on assessments.

Section 11.04: PAYMENT OF INVOICES. The Treasurer shall pay all invoices and similar bills or statements for all budgeted items and for any non-budgeted items up to \$1,000 signed by the president, or other persons authorized by the Board of Trustees. Any invoices and similar bills or statements for non-budgeted items in excess of \$1,000 shall require authorization of the Board of Trustees.

Section 11.05: REPORTS AND AUDITS. An annual financial statement consisting of a balance sheet and income and expenses statement for the preceding fiscal year shall be rendered by the Board of Trustees to

all Members. Sixty (60) percent of the Members may, at the expense of the Association, obtain an audit or review of the books and records pertaining to the Association and furnish copies thereof to the Members.

Section 11.06: NOTICE OF SALE, MORTGAGE, RENAL OR LEASE. Immediately upon the sale of any Lot, the Member shall promptly inform the secretary of the name and address of said purchaser or leasee.

Section 11.07 AVAILABILITY OF RECORDS. The Association shall make available to Members for inspection, current copies of the Articles, Bylaws, other rules and procedures concerning the property, amendments or supplements to such documents, and the books, records, financial statements and current operating budget of the Association. Upon written request, the Association shall make such documents, information, and records available to such persons for duplication during reasonable hours. The Association may charge a reasonable fee for furnishing copies of such documents, information, or records.

ARTICLE XII. INSURANCE

Section 12.01 TYPES OF INSURANCE. For the Benefit of the Association, and the Members, the Board of Trustees shall obtain and maintain at all times, and shall pay for out of the Common Expenses funds, such insurance as the Board of Trustees may determine to be advisable for the Association.

Section 12.02 TRUSTEES AND OFICERS LIABILITY INSURANCE. The Association may maintain, if available at a reasonable cost, a policy of trustees' and officers' liability insurance with coverage in the amount of not less than One Million Dollars (\$1,000,000), subject to a reasonable deductible.

Section 12.03 INSURANCE BY UNIT OWNERS. Each Member shall be responsible for obtaining, at such Member's expense, insurance covering his or her property and against his or her liability.

ARTICLE XIII. ADDITIONAL REGULATIONS

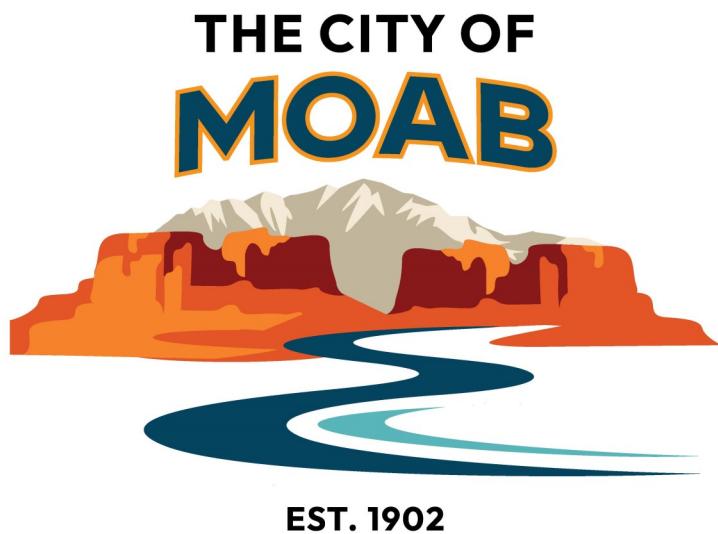
Section 13.01 RENTAL OF UNITS. Each Individual Owner may choose, at their discretion, to rent their unit and utilize the rental management company of their choosing in compliance with local laws and regulations.

Section 13.02 PARKING AND STORAGE. Parking on the property shall be limited to owners, and active renters only, street parking may be utilized for visitors. Vehicles may not impede access to any other units. Camping trailers, RV's, boats, utility trailers, and recreational vehicles may not be parked on the property, however, they may be stored inside each unit's garage.

Section 13.03 STRUCTURAL MODIFICATIONS. No structural modifications may be made to the exterior of any unit. Telecommunications are excluded, so long as they don't permanently alter the siding or other exteriors of the building. Any structural changes to the interior of any unit must be permitted by a building permit issued by the local municipality, and accompanied by stamped engineer's drawings of such changes. All work must be performed by a licensed and insured Contractor.

Section 13.04 OCCUPANCY LIMITS. Occupants shall follow City of Moab Household Regulations.

SECTION 13.05 ANY OTHER REGULATIONS NOT LISTED ABOVE. All other Regulations in need of determination shall be voted on and passed by unanimous vote of the members and recorded as such.



Subdivision Matrix Table for Red Rock Retreat Condominium Subdivision

Municipal Code Analysis for the Subdivision Process

Section 16.12

Section	Code Provision	Compliance	Rationale
<u>16.12</u>	Preliminary Plat		
16.12.020	Description and Delineation	Complies	
A.	In a title block located in the lower right-hand corner the following shall appear: A. The proposed name of the subdivision;		
B.	The location of the subdivision, including: 1. Address, 2. Section, township and range;	Complies	
C.	The names and addresses of the owner, the subdivider, if different than the owner, and of the designer of the subdivision;	Complies	
D.	The date of preparation, scale (no less than one inch to equal one hundred feet) and the north point.	Complies	
<u>16.12.030</u>	Existing Conditions		
A.	The location of and dimensions to the nearest benchmark or monument;	Complies	
B.	The boundary line of the proposed subdivision indicated by a solid heavy line and the total acreage encompassed thereby;	Complies	
C.	All property under the control of the subdivider, even though only a portion is being subdivided. Where the plat submitted covers only a part of the subdivider's tract, a sketch of the prospective street system of the unplatte parts of the subdivider's land shall be submitted, and the street system shall be considered in the light of existing master street plans or other Planning Commission studies;	NA	There are no changes to the streets adjacent to this plat.
D.	The location, width and names of all existing streets within two hundred feet of the subdivision and of all prior platted streets or other public ways, utility rights-of-way, parks, and other public open spaces, permanent buildings and structures, houses or permanent easements, within and adjacent to the tract;	Complies	
E.	The location of all wells, proposed or active and abandoned within the tract and to a distance of at least one hundred feet beyond the tract boundaries;	NA	No wells are proposed to be used on the property
F.	Existing sewers, water mains, culverts or other underground facilities within the tract and the distance of at least one hundred feet beyond the tract boundaries including pipe sizes, grades, manholes and their exact location;	Complies	
G.	Existing ditches, canals, natural drainage channels and open waterways and proposed realignments;	Complies	
H.	Boundary lines of adjacent tracts or unsubdivided land, showing ownership where possible;	complies	
I.	Contours at vertical intervals of not more than two feet, high water levels of all watercourses, if any, shall be indicated in the same datum for contour elevations and, without exception, shall be shown in the most current North American Vertical Datum (NAVD) available.	Complies	

Section	Code Provision	Compliance	Rationale
16.16.020	Description and Delineation	Complies	
	<p>The final plat shall show the following:</p> <ul style="list-style-type: none"> A. The name of the subdivision; B. Accurate angular and linear dimensions for all lines, angles and curves used to describe boundaries, streets, alleys, easements, areas to be reserved for public use and any other important features; C. An identification system for all lots and blocks and names of streets. Lot lines shall show dimensions in feet and hundredths. Actual house numbers, as assigned by the City Engineer, shall be shown; D. True angles and distances to the nearest established street lines or official monuments, which shall be accurately described on the final plat and shown by appropriate symbols; E. Radii, internal angles, points and curvatures, tangent bearings and the length of all curves; F. The accurate location of all monuments and fire hydrants to be installed shown by the appropriate symbol. All United States, state, city or other official benchmarks, monuments or triangulation stations in or adjacent to the property, shall be preserved in precise position; G. Dedicate to the City all streets, highways, and other public lands included in the proposed subdivision; H. Pipes or other such physical monuments as shall be placed at each lot corner; I. Where it is proposed that streets be constructed on property controlled by a public agent or utility company, approval for the location, improvement and maintenance of such streets be obtained from the public agency or utility company and entered on the final plat in a form approved by the City Attorney. 		
16.16.030	Standard Forms to be Included	Complies	
	<p>The final plat shall contain the following:</p> <ul style="list-style-type: none"> A. A registered professional engineer or land surveyors' "Certificate of Survey"; B. The owners' "Certificate of Dedication"; C. A notary public's "Acknowledgement"; D. The City Planning Commission's "Certificate of Approval"; E. The City Engineers' "Certificate of Approval"; F. The utility supervisors' "Certificate of Approval"; G. The City Attorney's "Certificate of Approval"; H. The City Council's "Certificate of Approval"; I. Certificate of filing to be completed by county recorder; J. The planning coordinator's "Certificate of Approval." 		

Section	Code Provision	Compliance	Rationale
17.19.020	<p>New Condominium Developments</p> <p>New condominium developments shall be subject to all zoning and building code requirements generally applicable to new residential, commercial, or business development under the City code. An application for condominium development shall be processed under the applicable development review procedure except that a condominium shall not be subject to subdivision review procedures unless the development includes: a) common areas dedicated to public use; or b) condominium units that are not wholly contained within existing or proposed buildings.</p>	Complies	There is common areas and limited access areas proposed on the plat.
17.79.040	<p>Required Compliance with Existing Codes</p> <p>All structures subject to condominium conversion shall be brought into compliance with all building and zoning requirements prior to condominium plat approval, except that the Planning Commission shall have discretionary authority to grant special exceptions to compliance with zoning code requirements where the applicant demonstrates that: a) site constraints prevent full compliance; and b) public health and safety is not jeopardized; and c) and appropriate mitigation measures are provided by the applicant.</p>	Complies	Went through Site Plan Review Level II and received Planning Commission Approval.
17.79.060	<p>Plat and Declaration Approval</p> <p>All condominium developments shall include a condominium plat and condominium declaration complying with the provisions of the Utah Condominium Ownership Act. The proposed plat and declaration shall be submitted with the application for staff review prior to any applicable decision by the body having land use authority. The final plat for all condominium conversions shall include a signature block for the Planning Commission, City Planner, City Engineer, and City Attorney which must be executed prior to recording.</p>	Complies	All required materials have been submitted
57-8-13	Condominium plat to be recorded.	Complies	

CITY OF MOAB RESOLUTION NO. 16-2024

A RESOLUTION OF THE CITY OF MOAB APPROVING AN EXTENSION OF THE MONUMENT WASTE SERVICES FRANCHISE AGREEMENT BETWEEN THE CITY AND CANYONLAND SOLID WASTE AUTHORITY FOR SOLID WASTE MANAGEMENT SERVICES

WHEREAS, the Moab City Council (“**City**”) desires to continue to utilize solid waste management services for the benefit of residential and commercial customers within the city’s jurisdiction; and

WHEREAS, Canyonlands Solid Waste Authority (“**CSWA**”) is doing business as the Solid Waste Special Service District #1 and provides solid waste management services to the City and unincorporated Grand County, as authorized under Utah Code Ann. §§ 19-6-501; and

WHEREAS, the City desires to approve an Interlocal Cooperation Agreement (the “**Interlocal Agreement**”) as authorized pursuant to the Interlocal Cooperation Act (Utah Code Ann. § 11-13-101, et seq.) (the “**Act**”) for two or more public agencies to enter into agreements with each other for joint and cooperative action, between the City and CSWA; and

WHEREAS, the City and Monument Waste Services, LLC (“**Monument Waste**”) entered into the Monument Waste Services Franchise Agreement (“**Franchise Agreement**”) for solid waste collection and recycling services on or about March 15, 2019, with an expiration date of May 31, 2024; and

WHEREAS, CSWA purchased Monument Waste in the interim, having been assigned the franchise agreement which expires on May 31, 2024; and

WHEREAS, the City and CSWA are negotiating the rate schedules for solid waste management services for the next five years which may require more time to accomplish beyond the expiration date of the 2019 franchise agreement; and

WHEREAS, the City and CSWA agree to an extension of the franchise agreement attached as Attachment A, under the same terms and conditions until September 30, 2024, while negotiations are ongoing.

NOW, THEREFORE, BE IT RESOLVED BY THE MOAB CITY COUNCIL THAT:

1. The attached franchise agreement shall remain in force and be extended until September 30, 2024;
2. City staff are authorized to take all lawful steps necessary to negotiate the rate schedules;
3. This resolution is effective immediately upon its execution.

APPROVED AND ADOPTED in Moab, Utah, this 28th day of May, 2024.

By: _____
Joette Langianese,
Mayor

ATTEST

By: _____
Sommar Johnson,
City of Moab/Recorder

ATTACHMENT A