ENHANCING OUR VIBRANT COMMUNITY AND IMPROVING OUR QUALITY OF LIFE

November 14, 2024
Planning Commission Meeting 6:00 p.m.

City Council Chambers
217 East Center Street
Moab, Utah 84532

1. 6:00 P.M. Call To Order

2. Citizens To Be Heard
   To have your comments considered for the Citizens to Be Heard portion of the electronic meeting, please fill out the form found here:
   HTTPS://DOCS.GOOGLE.COM/FORMS/D/E/1FAIPQLSECP3KYU0F_F8J6J5ROFAEUPTNKW938GR8DVWEOJJH-AQFNGA/VIEWFORM?VC=0&C=0&W=1
   You must submit your comments by 5:00 pm on the day of the meeting. Please limit your comments to 400 words

3. Approval Of Minutes
   October 24, 2024, Regular Meeting

   Documents:

   MIN-PC-2024-10-24 DRAFT 111424.PDF

4. Public Hearing

4.1. Public Hearing And Concideration Of Adoption Of Ordinance 2024-05: An Ordinance Amending Moab Municipal Code Title 16, Subdivisions, To Comply With Utah State Legislature's Mandate In Senate Bill 174 (2023) And House Bill 476 (2024), To Streamline And Clarify Subdivision Procedures And Related Matters.
   Public Hearing and possible action

   Documents:

   SUBDIVISION AMENDMENT ORDINANCE 2024-05_PC AGENDA SUMMARY 111424.PDF
   EXHIBIT 1_FINAL MOAB ADOPTING ORDINANCE SUBDIVISION TITLE 16 SB174-HB476 (2024-11-14) 111424.PDF
   EXHIBIT 2_MOAB SUBDIVISION CODE REVISIONS (2024-11-12)(ST062-013) CLEAN 111424.PDF
   EXHIBIT 3_MOAB SUBDIVISION CODE REVISIONS (2024-11-12)(ST062-013) REDLINES 111424.PDF
   EXHIBIT 4_ORDINANCE 2024-05_SUBDIVISION AMENDMENTS_NOTICE 111424.PDF

5. Action Item

5.1. Consideration And Possible Approval Of Planning Resolution No. 06-2024: A Planning Resolution Conditionally Approving The Blue Bison Villas Level II Site Plan On Property Located At 398 Kane Creek Blvd, Moab, Utah 84532
   Briefing and possible action

Documents:

BLUE BISON VILLAS_SITE PLAN APPLICATION_PC AGENDA SUMMARY 111424.PDF
EXHIBIT 1_PLANNING RESOLUTION 06-2024_BLUE BISON VILLAS LEVEL II SITE PLAN 111424.PDF
EXHIBIT 2_VICINITY MAP_BLUE BISON VILLAS LEVEL II SITE PLAN 111424.PDF
EXHIBIT 3_RECORDED COUNTY PLAT_BLUE BISON VILLAS LEVEL II SITE PLAN 111424.PDF
EXHIBIT 4_ORIGINAL KANE CREEK HOLDINGS LLC, DEVELOPMENT AGREEMENT 2022 111424.PDF
EXHIBIT 5_KANE CREEK HOLDINGS LLC_DEVELOPMENT AGREEMENT AMENDMENT_CC AGENDA SUMMARY 2024 111424.PDF
EXHIBIT 6_KANE CREEK HOLDINGS LLC_DEVELOPMENT AGREEMENT AMENDMENT 2024 111424.PDF
EXHIBIT 7_NOTICE TO ADJACENT PROPERTY OWNERS_BLUE BISON VILLAS LEVEL II SITE PLAN 111424.PDF
EXHIBIT 8_NOTICE TO ADJACENT PROPERTY OWNERS CONTACT_BLUE BISON VILLAS LEVEL II SITE PLAN 111424.PDF
EXHIBIT 9_REEVE SITE CIVIL PLAN SET_BLUE BISON VILLAS LEVEL II SITE PLAN 111424 (COMPRESSED).PDF
EXHIBIT 10_ARCHITECTURAL DESIGN SET_BLUE BISON VILLAS LEVEL II SITE PLAN 111424.PDF
EXHIBIT 11_AEH RESTRICTION MATRIX_BLUE BISON VILLAS LEVEL II SITE PLAN 111424.PDF

5.2. Consideration And Possible Approval Of Planning Resolution No. 07-2024: A Planning Resolution Approving The Montandon Special Exception Request: Landscaping Standards, For Property Located At 885 North 500 W, Moab, Utah 84532

Briefing and possible action

Documents:

MONTANDON SPECIAL EXCEPTION REQUEST_PC AGENDA SUMMARY 111424.PDF
EXHIBIT 1_PLANNING RESOLUTION 07-2024_MONTANDON SPECIAL EXCEPTION 111424.PDF
EXHIBIT 2_VICINITY MAP_MONTANDON SPECIAL EXCEPTION 111424.PDF
EXHIBIT 3_LANDSCAPE PLANS_MONTANDON SPECIAL EXCEPTION 111424.PDF
EXHIBIT 4_REQUEST LETTER_MONTANDON SPECIAL EXCEPTION 111424.PDF
EXHIBIT 5_MMC MATRIX MONTANDON LANDSCAPING SPECIAL EXCEPTION 111424.PDF

6. Future Agenda Items

7. 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 PLANNING COMMISSION MINUTES—DRAFT
REGULAR MEETING
October 24, 2024

Moab City Planning Commission held its regular meeting on the above date in City Council chambers. Audio is archived at www.utah.gov/pmn and video is at www.youtube.com/watch?v=YDf3IzTn2KA.

Call to Order: After technical difficulties with recording and broadcast equipment were resolved, Planning Commission Chair Kya Marienfeld called the meeting to order at 6:25 p.m. Commission Members Jill Tatton, Machael Layton and Miles Loftin attended. City Planning Director Cory Shurtleff, Administrative Assistant Cheryl Stewart and City Recorder Sommar Johnson also attended, as well as one member of the public.

Oelsner Landscaping Special Exception Request —Approved
Presentation and Discussion: Planning Director Shurtleff noted that Sustainability Director Alexi Lamm had reviewed the special exception request. Shurtleff explained that the wedge-shaped lot of the applicant did not have sufficient frontage to accommodate two trees as required by the landscape ordinance. The requested exception eliminates one tree and accommodates an existing tree that is two feet beyond the frontage area. Commission Member Loftin asked if the planned shrubs on the left lot line could be replaced by a tree, and it was explained that the landscape ordinance requires a larger area to accommodate tree root systems. Commission Chair Marienfeld noted the use of permeable landscaping surfaces and pavers. Commission Member Tatton appreciated that the applicant consulted with neighbors.
Motion and Vote: Commission Member Loftin moved to approve **Planning Resolution 05-2024**, a planning resolution approving the Oelsner Special Exception Request: Landscaping Standards for property located at 1317 Dream Drive, Moab, UT 84532. Commission Member Layton seconded the motion. The motion passed unanimously.

Chinle Minor Subdivision Recommendation to Council—Approved
Presentation and Discussion: Planning Director Shurtleff explained the resolution would be a reapproval of a pre-existing subdivision of seven acres of a large parcel to cure irregularities with the recorded plat. Shurtleff explained that the Design Review Team recommended a positive recommendation to Council. Applicant representative Chuck Williams answered questions. Shurtleff noted the prior subdivision name was misspelled “Chinlie.”
Motion and Vote: Commission Member Tatton moved to forward a positive recommendation to Moab City Council on **Moab City Resolution 29-2024**, a resolution approving the Chinle Minor Subdivision of property located at 700 North Main Street, Moab, Utah 84532. Commission Member Layton seconded the motion. The motion passed unanimously.

La Dolce Vita Minor Subdivision Recommendation to Council—Approved
Presentation and Discussion: Planning Director Shurtleff explained the proposed subdivision would separate a parcel containing two existing businesses, a restaurant and a short-term rental accommodation.
Motion and Vote: Commission Member Loftin moved to forward a positive conditional recommendation to the City Council of **Moab City Resolution 30-2024**, a resolution approving the La Dolce Vita Minor Subdivision of property located at 808 & 812 S Main Street, Moab, Utah 84532, with the following conditions: 1. All outstanding comments shall be addressed to the satisfaction of the Moab City Planning Director prior to City Council Approval; including: a. The plat map needs to show the location of both existing water services and the fire line for the back building. An easement for the water service and fire line to the back lot needs to be included on the plat; b. Existing structures located on the proposed property line be moved or removed prior to final recording of the plat; c. PUE and the Enbridge Signature block for the existing gas service line to the restaurant in lot 1. Commission Member Tatton

seconded the motion. The motion passed unanimously.
Approval of Minutes: Commission Member Layton moved to approve the draft minutes of the September 12, 2024, Regular Planning Commission meeting. Commission Member Tatton seconded the motion. The motion passed unanimously.

Future Agenda Items: Planning Director Shurtleff announced upcoming consideration of three large affordable residential developments, two minor subdivisions, a public hearing for a development code text amendment, progress on the zoning title update, and potential action on specific projects, including a 162-unit residential development on Kane Creek Boulevard and a new state liquor store. He mentioned staffing developments in the planning department. Commission Chair Marienfeld brought up the need for Commission members to announce planned absences in the coming months. Shurtleff brought up Planning Commission terms and the reappointment process.

Adjournment: Commission Chair Marienfeld adjourned the meeting at 7:17 p.m.

DRAFT

CITY OF MOAB PLANNING COMMISSION MEETING
STAFF REPORT

Meeting Date:	November 14, 2024
Applicant:	Moab City Council
Planner/staff:	Lisa Watts Baskin and Jay L. Springer, Attorneys Cory Shurtleff, Planning Director
Project Type:	Subdivision Ordinance and Related Text Amendments
Areas Affected:	All of the City of Moab

SUBJECT: Proposed amendments to the Moab Municipal Code, Title 16 Subdivisions, to comply with review timeframes, review cycle limits, land use authority designations and other amendments mandated by Senate Bill 174 (2023) and House Bill 476 (2024), including a Public Hearing.

RECOMMENDATION: Recommend approval of the redlined amendments to Moab Municipal Code, Title 16, including any direct changes to text from the Planning Commission, broad concepts the Planning Commission would like the Council to consider in more depth, and subject to technical and nonsubstantive review from staff and legal counsel.

SUMMARY & BACKGROUND

In 2023 and 2024, the Utah State Legislature adopted S.B. 174 and H.B. 476, which amend and establish various land use and development requirements for municipalities and counties, including subdivision application review procedures. S.B. 174 includes sweeping changes and definitional changes that previously were not imposed on municipalities. H.B. 476 includes both practical and definitional changes, with clarifying language about subdivision improvement plans and review cycles. The City previously adopted certain changes aimed at providing compliance with S.B. 174. Additional revisions are necessary and appropriate based on clarifications with H.B. 476 and subsequent legal review.

Legislative Mandate:

The primary effects of Senate Bill 174:

- Requires cities and counties to identify an administrative land use authority for subdivision review and preliminary subdivision application approval for single-family dwellings, two-family dwellings, and townhomes;

- Prohibits city and county councils (legislative bodies) from acting as an administrative land use authority for subdivision plats or plat amendments—except for plat amendments or vacations that seek to reduce or remove dedicated public rights-of-way;

- Establishes subdivision review procedures for cities and counties, including defining review cycles and permitted requests, and establishes timelines and noticing requirements. Appeal procedures are also provided for both reviews;

- Requires that a pre-application meeting be made available to any interested applicant; and

- Requires certain administrative and processing standards be made publicly available on the municipal website.

<u>The primary effects of House Bill 476:</u>

- Establishes that a subdivision improvement plan may be required to be submitted with either a preliminary or final subdivision application but may not be required for both;

- Clarifies that a municipality may not require more than four review cycles for a subdivision improvement plan review and this applies to either the preliminary or final stage of the process, depending on when the municipality requires a subdivision improvement plan be submitted;

- Establishes that a municipality may not engage in a substantive review outside the review cycle; and

- Adjusts the timelines for application review to include additional days for municipalities with a population of 5,000 or less.

Planning Commission Review Procedure and Criteria:

The Moab City Council is the legislative authority for the subdivision and related ordinances text amendments. The Council cannot amend the ordinances without first submitting the amendments to the City of Moab Planning Commission for the Planning Commission's recommendation. The Planning Commission must hold a public hearing, review the proposed revisions, and recommend an action to the Council. The Council must then hold a public meeting after which it may adopt, adopt with revisions, or reject the proposed text amendments recommended by the Planning Commission.

A text amendment can be approved if it is reasonably debatable that the decision could promote the public welfare. It is not necessary to show that the decision actually promotes the public welfare, or is the best alternative, as long as it is reasonably debatable that the public could benefit from the decision. Similarly, a text amendment can be denied if it is reasonably debatable that the decision could detrimentally impact the public welfare.

Planning Commission Task:

The Planning Commission will review the proposed amendments and make a recommendation to the City Council to either approve, deny, or modify the proposed subdivision ordinance. If any

changes are proposed and inserted by the planner and attorney, the City Council will then vote on the final version of the subdivision ordinance.

CITY OF MOAB

ORDINANCE NO. 2024-05 **DATE: _____ ___, 2024**

AN ORDINANCE AMENDING TITLE 16, MOAB MUNICIPAL CODE, REGARDING SUBDIVISION PROVISIONS AND PROCEDURES

RECITALS

WHEREAS, Moab is a municipality and has authority to regulate subdivisions in general pursuant to Utah Code Ann. Subsection 10-9a-601 et seq.; and

WHEREAS, revisions to the existing subdivision and land use ordinances of the City of Moab are required to comply with Senate Bill 174 (2023) and House Bill 476 (2024); and

WHEREAS, the City of Moab, through its Council, has authority to adopt subdivision regulations and procedures pursuant to Utah Code Ann. § 10-9a-601 in accordance with the Municipal Land Use, Development, and Management Act, Title 10, Chapter 9a, Utah Code, to establish an administrative land use authority for subdivisions and other provisions as necessary and appropriate to comply with Senate Bill 174 (2023) and House Bill 476 (2024); and

WHEREAS, the Moab City Council deems it necessary to amend its ordinances accordingly, and for the protection and preservation of the public health, safety, and general welfare.

NOW, THEREFORE, BE IT ORDAINED by the Moab City Council, Moab, Utah as follows:

1. Title 16, Subdivision Ordinance, of the Moab Municipal Code is repealed and reenacted to read as shown on **Attachment A** to this Ordinance.

2. Severability. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.

3. Direction. Staff are authorized and directed to make such non-substantive changes and take other actions required to finalize, post, and publish this Ordinance.

4. Effective Date. This Ordinance will take effect immediately upon posting and publication as required by law.

[execution on following page]

PASSED AND ADOPTED this ___ day of _____ 2024.

CITY OF MOAB

_____
By: Joette Langianese, Mayor

ATTEST

_____
Sommar Johnson, Recorder

Voting:

Council Member Kaitlyn Myers	voting ___
Council Member Colin Topper	voting ___
Council Member Tawny Knuteson-Boyd	voting ___
Council Member Jason Taylor	voting ___
Council Member Luke Wojciechowski	voting ___

(Complete as Applicable)
Date ordinance summary was posted to the Moab City website, the Utah Public Notice Website, and in a public place within Moab City per Utah Code §10-3-711:_____
Effective date of ordinance: _____

SUMMARY OF
MOAB MUNICIPAL
ORDINANCE NO. 2024-____

On December ___, 2024, the City Council of Moab, Utah enacted Ordinance No. ____, amending its subdivision application procedures as set forth in Title 16 of the Moab Municipal Code, specifically repealing and reenacting provisions related to compliance with Senate Bill 174 (2023) and House Bill 476 (2024) and other general updates and revisions.

CITY OF MOAB

_____
By: Joette Langianese, Mayor

ATTEST

_____
Sommar Johnson, Recorder

Voting:

Council Member Kaitlyn Myers	voting ___
Council Member Colin Topper	voting ___
Council Member Tawny Knuteson-Boyd	voting ___
Council Member Jason Taylor	voting ___
Council Member Luke Wojciechowski	voting ___

A complete copy of Ordinance No. _____ is available in the Moab City offices located at 217 E. Center Street, Moab, UT 84532.

ATTACHMENT A

Title 16
SUBDIVISIONS

Chapters:

16.04 **Definitions**
16.08 **Procedure**
1610 **Preliminary Subdivision Plan**
16.12 **Preliminary Plat**
16.14 **Final Subdivision Plan**
16.16 **Final Plat**
16.20 **Required Improvements**
16.24 **Design Standards**
16.28 **Administration and Enforcement**

Chapter 16.04
DEFINITIONS

Sections:

16.04.010 **Definitions.**

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Refer to Section 17.06.020, definitions, for terms beginning with the letters A through E, except for the following:

"Administrative Land Use Authority" or "ALUA" means the planning coordinator. The planning coordinator shall review the initial subdivision application, subdivision preliminary plan application, subdivision improvement plan, and subdivision final plan application and make the preliminary and final determination to approve, deny, or modify the applications. The ALUA may not include the city council or any member of the city council. The ALUA shall consult with the design review team.

"Applicant" means the developer or subdivider who submits the complete preliminary and final subdivision applications for the subdivision of land.

"Complete Application" means the preliminary or final subdivision application that complies with the City's code, public work standards and specifications, any other applicable city, local, or state regulations, Utah Code § 10-9a-604.2, the preliminary plan checklist, and the final plan checklist as determined at each stage by the ALUA.

"Design Review Team" means the planning coordinator, designated city staff, and may include designated representatives of city and county departments, including engineering, police, fire, rural water districts, county health, and other persons or agencies as considered necessary by the ALUA.

"Development Agreement" means an agreement between a developer and the City that the City considers necessary or appropriate for a subdivision project to accomplish the purposes of this Title in compliance with Utah Code § 10-9a-532.

"Development application" means an application for a preliminary or final plat for a subdivision, a planned unit development, or any other similar land use designation that is used in this code, any application for zoning, rezoning, general development plans, and special use permits where such applications are in anticipation of new surface development, but does not include building permit applications.

"Final approval" means the approval granted by the ALUA to a final subdivision plan and plat by the planning coordinator and provides the necessary authority to proceed with the subdivision.

"Final plat" means a map or chart of a subdivision which has been accurately surveyed by a registered surveyor and such survey is marked on the ground so that streets, alleys, blocks, lots and other divisions thereof can be identified.

"Lot" means a portion of a subdivision or parcel of land intended as a unit for building development or transfer of ownership.

"Lot width" is the width of the lot measured along the minimum building setback line.

"Major street" means one of the principal thoroughfares, as shown or designated on the master street plan.

“Marginal access street” means a minor street which is parallel to and adjacent to a major street and which provides access to abutting properties and protection from through traffic.

“Master street plan” means a plan labeled “Master Street Plan of Moab City,” including maps or reports or both, which have been approved by the Planning Commission and City Council as required by law.

“Minor streets” means any dedicate street serving as the principal means of access to property, which street is not shown on the master street plan as a principal thoroughfare.

“Official map” means any map adopted by the City Council under the provisions of Title 10, Chapter 9, Section 7, Utah Code Annotated, 1953, as amended.

“Other public dedication” means parks, playgrounds, drainage channels or other areas of land to be dedicated to public use.

“Planning Coordinator” means the city planner’s designee to act as the ALUA for preliminary and final subdivision applications with final approval authority.

“Preliminary approval” means an approval, with or without recommended alterations, given to a preliminary subdivision plan and preliminary plat by the planning coordinator, and provides the necessary authority to proceed with the preparations of the final subdivision plan and final plat.

“Preliminary plat” means a map or chart of a proposed subdivision.

“Review cycle” means the occurrence of the applicant’s submittal of a complete subdivision application to the planning coordinator; the planning coordinator’s review of the subdivision application; the planning coordinator’s response to that subdivision application, in accordance with Utah Code Ann. §§ 10-9a-604.1 and 10-9a-604.2; and the applicant’s reply to the planning coordinator’s response that addresses each of the required modifications or requests for additional information. Review cycle restrictions and requirements apply to subdivision

improvement plans but do not apply to the review of subdivision applications affecting property within identified geologic hazard areas.

“Setback lines” means the shortest distance between the property line of a lot or parcel and the location where the structure is allowed to be placed, including the foundation, wall or main frame of the building, under an adopted land use regulations.

“Subdivider” means any person laying out or making subdivision for the purposes of first sale, offering for sale or first selling for himself or others of the subdivision or any part thereof.

“Subdivision” means a described tract of land which has been divided into three or more lots, tracts or parcels of five acres or less in area. (Ord. 11-07, 2011; Ord. 13-81 (part), 1981: prior code § 22-1-1)

“Subdivision application” means the complete preliminary and final subdivision application for the subdivision of land.

“Subdivision improvement plans” means the civil engineering plans associated with required infrastructure improvements and municipally controlled utilities required for a final subdivision application.

“Subdivision ordinance review” means review by the City to verify that the subdivision application meets the criteria of the City’s ordinances.

“Subdivision plan review” means a review of the applicant’s subdivision improvement plans and other aspects of the subdivision application to verify that the application complies with City ordinances, applicable installation standards, and inspection specifications for infrastructure improvements.

Chapter 16.08
PROCEDURE

Sections:

16.08.010 Preliminary procedure. Timelines.
16.08.020 Exceptions--Final plat.

16.08.030 Exceptions--Exceptional conditions.
16.08.040 One main dwelling structure to a lot.
16.08.050 Vacating or changing a subdivision plat.

16.08.010 Preliminary procedure.

Before dividing any tract of land into two or more lots, a subdivider shall contact the Moab City planning coordinator to obtain the required application form and the maintained and published list of the items comprising the complete subdivision application.

A. The applicant may request a pre-application meeting which city staff must provide within 15 business days after the request.

B. At the pre-application meeting, the ALUA and designated city staff shall provide or make available on the city's website the following:

1. copies of applicable land use regulations and code provisions;

2. a complete list of standards required for the project;

3. preliminary and final application checklists; and

4. feedback on the concept plan of the subdivision.

C. Prior to or coincident with the submission of the preliminary subdivision application, , the applicant shall file with the planning coordinator a completed subdivision information form or forms as furnished by the planning coordinator , including:

1. the application;

2. the owner's affidavit;

3. an electronic copy of all plans in PDF format;

4. the preliminary subdivision plat drawings; and

5. a breakdown of fees as established by resolution due upon approval of the application.

D. The applicant shall file eight black and white prints of the preliminary plat prepared in conformance with the provisions of this title with the planning coordinator for examination and subsequent approval or disapproval.

E. After a public hearing noticed according to Utah State Code 10-9a-207, the prints shall be filed at least thirty business days prior to the planning coordinator's meeting at which time the plat may be considered, and shall be accompanied by a filing fee in conformance with the following schedule:

F. No later than 30 business days after the complete preliminary subdivision application is submitted, the planning coordinator shall complete the initial review of a complete preliminary subdivision application submitted for ordinance review.

G. Within one year after receiving approval of the preliminary subdivision plan and plat by the planning coordinator , unless such time is extended by the planning coordinator, the applicant shall submit the original and three copies of the final plat to the planning coordinator for final approval or disapproval.

H. Following final approval by the planning coordinator, the final plat bearing all official signatures and/or approvals as herein required shall be submitted to the office of the county recorder for recording by the subdivider. A sepia, autopositive, CD disc or other reproducible copy together with two standard prints of the final plat shall be supplied to the planning coordinator . The final plat of a subdivision shall be recorded within a period of one hundred eighty days following approval by the planning coordinator. A one-time extension of an additional thirty days may be granted at the discretion of the planning coordinator . Failure on the part of the subdivider to record a final plat of a subdivision within the time period above shall render the plat invalid and require reconsideration by the planning coordinator, acting as the ALUA, before its acceptance. (Ord. 13-12, 2013: Ord. 06-11 (part), 2006; Ord. 06-01 (part), 2006: Ord. 13-81 (part), 1981: prior code §22-2-1)

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 coordinator, the City Engineer, the City Attorney, and other agencies the city planner deems necessary;

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)

16.08.030 Exceptions--Exceptional conditions.

In cases where unusual topographic or other exceptional conditions exist, variations and exceptions from this title may be made by the planning coordinator, after the approval of the planning coordinator, provided that such variation and exceptions may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of this title. (Ord. 13-81 (part), 1981: prior code §22-2-3)

16.08.040 One main dwelling structure to a lot.

Except for a guest house or group dwelling permitted in the zoning title, not more than one main dwelling structure shall occupy any one lot. (Ord. 13-81 (part), 1981: prior code §22-2-4)

16.08.050 Vacating or changing a subdivision plat.

Any proposed vacation, alteration, change or amendment to a subdivision plat must comply with the Utah State Code noticing requirements of 10-9a-205 and the requirements of vacation or change in platted subdivision outlined by the Utah State Code 10-9a-608.

Application/Action	Administrative Body	Land Use Authority	Appeal Body	Required Public Hearing
Prelim Plat	ALUA	Planning Coordinator	AA	Yes
Final Plat	ALUA	Planning Coordinator	AA	No

Application/Action	Administrative Body	Land Use Authority	Appeal Body	Required Public Hearing
Amend Plat*	ALUA	City Council	District Court	No
Amend Plat	ALUA	City Council	District Court	Yes ALUA
Modify Lot Lines	ALUA	City Council	District Court	No
Subd Ord/ Amend	ALUA	Planning Coordinator	District Court	Yes ALUA
Condo. Conversion	Staff	Planning Coordinator	Appeal Authority	No
New Condo. App.	(See procedures for site plan, subdivision, or planned developments, as applicable)			

***** If all owners within the plat sign to permit amendment and it does it involve vacation of a public R-O-W, the planning coordinator can approve without public hearings.

Proof of sewer or water availability for noncity authorities. Developer is required to submit a letter from a sewer and water authority stating that the authority can and will provide water or sewer or both, to any subdivision, multi-residential or industrial development located with the Moab City where the City is not the provider of such services. The required letter shall be submitted prior to preliminary plat approval and shall provide size, condition and capacity of water and sewer lines that are intended to provide such services to the development. The letter does not suspend the requirement for an applicant to submit a subdivision improvement plan on a final subdivision application. (Ord. 10-06, 2010; Ord. 06-10 (part), 2006; Ord. 06-01 (part), 2006; Ord. 92-04, 1992)

Chapter 16.10
PRELIMINARY SUBDIVISION PLAN

Sections:

16.10.010 Proposed subdivision plan.

A. The planning coordinator shall conduct the preliminary subdivision plan review in collaboration with the design team. Only one public hearing may be required for the opportunity for public comment.
B. If the preliminary subdivision application complies with the applicable ordinances and the requirements of Utah Code § 10-9a-604.1, the planning coordinator shall approve the preliminary subdivision application.
C. The planning coordinator has final authority to approve the preliminary subdivision plan which may be appealed as provided in MCC 17.72.130.

16.10.020 Preliminary plan approval.

A. In reviewing a preliminary subdivision application, the planning coordinator may require:

1. additional information or modifications to plans to ensure compliance with city ordinances and approved standards and specifications for construction of public improvements; and

2. modifications to plans that do not meet current ordinances, applicable standards or specifications, or do not contain complete information.

3. any additional information or modifications requested shall be specific and include citations to ordinances, standards, or specifications that require the modifications to preliminary subdivision plans, and the request shall be logged in an index.

B. The planning coordinator may not, outside the review cycle, engage in substantive review of required infrastructure improvements or a municipally-controlled utility until final subdivision plan review.

C. The planning coordinator may receive public comment and hold no more than one public hearing for the preliminary subdivision application.

Chapter 16.12
PRELIMINARY PLAT

Sections:

16.12.010 Preparation--Generally.
16.12.020 Description and delineation.
16.12.030 Existing conditions.
16.12.040 Proposed subdivision plan.

16.12.050 Preliminary plan approval.

16.12.010 Preparation--Generally.

The preliminary plat, prepared on tracing paper twenty-four inches by thirty inches, shall contain the information herein specified and comply with the requirements set out in Sections 16.12.020 through 16.12.040. (Ord. 13-81 (part), 1981: prior code §22-3-1 (part))

16.12.020 Description and delineation.

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;

C. The names and addresses of the owner, the subdivider, if different than the owner, and of the designer of the subdivision;

D. The date of preparation, scale (no less than one inch to equal one hundred feet) and the north point. (Ord. 13-81 (part), 1981: prior code §22-3-1(1))

16.12.030 Existing conditions.

The preliminary plat shall show:

A. The location of and dimensions to the nearest benchmark or monument;

B. The boundary line of the proposed subdivision indicated by a solid heavy line and the total acreage encompassed thereby;

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 unplatted 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;

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;

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;

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;

G. Existing ditches, canals, natural drainage channels and open waterways and proposed realignments;

H. Boundary lines of adjacent tracts or unsubdivided land, showing ownership where possible;

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. (Ord. 13-02, 2013; Ord. 13-81 (part), 1981: prior code §22-3-1(2))

16.12.040 Proposed preliminary subdivision plan.

The preliminary subdivision plan shall show:

A. The layout of streets, showing location, widths and other dimensions of (designated by actual or proposed names and numbers) proposed streets, crosswalks, alleys and easements;

B. The layout, numbers and typical dimensions of lots;

C. Parcels of land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in the subdivision; and

D. A tentative plan or method by which the subdivider proposes to handle storm drainage for the subdivision, but not including the subdivision improvement plan. (Ord. 13-81 (part), 1981: prior code §22-3-1(3))

16.12.050 Preliminary plan approval by Administrative Land Use Authority.

A. Following a review of the preliminary plan and plat by the planning coordinator, acting as the ALUA along with the City Engineer, the utility supervisor, the utility companies and other agencies as required by the city planner, shall hold a public hearing before acting on the plan and plat as submitted or modified.

B. If the planning coordinator approves the plan and plat, the planning coordinator shall issue its written approval with whatever conditions are attached, by returning one copy of the preliminary plan and plat, signed by the planning coordinator to the subdivider. One signed copy shall be given to the City Engineer and one copy retained by the planning coordinator; with other copies to be distributed as determined by the planning coordinator.

C. If the planning coordinator disapproves the preliminary plan and plat, the planning coordinator shall indicate its disapproval in writing and give reason for such disapproval by means of signed copies.

D. The planning coordinator's action can be appealed to the appeal authority within thirty days of written notice to the subdivider as provided in Title 17.

E. The receipt of a signed copy of the approved preliminary plat shall be authorization for the subdivider to proceed with the preparation of the final plan and plat.

F. No construction of the subdivision shall commence until final approval has been given and the plat recorded. (Ord. 10-06, 2010; Ord. 06-01 (part), 2006: Ord. 13-81 (part), 1981: prior code §22-3-2)

Chapter 16.14
FINAL SUBDIVISION PLAN

Sections:

16.14.010 Final Subdivision Plan Application Requirements.
16.14.020 Subdivision Improvement Plan Review.
16.14.030. Final Subdivision Plan Approval.
16.14.040. Development Agreements.

16.14.010. Final Subdivision Plan Application Requirements.

A. In reviewing a final subdivision plan application, the planning coordinator may require:

1. additional information or modifications to plans to ensure compliance with city ordinances and approved standards and specifications for construction of public improvements;

2. modifications to plans that do not meet current ordinances, applicable standards or specifications, or do not contain complete information;

3. additional information or modifications to plans which shall be specific and include citations to ordinances, standards, or specifications that require the modifications to final subdivision improvement plans, and logged in an index; and

4. the subdivision improvement plan including the civil engineering plans associated with the required infrastructure improvements and municipally controlled utilities required for a subdivision.

B. The planning coordinator may not require more than four review cycles for a subdivision improvement plan review.

16.14.020. Subdivision Improvement Plan Review.

A. Within 40 business days after the complete final subdivision application is submitted with the subdivision improvement plan, the planning coordinator, acting as the ALUA, shall complete the final subdivision plan review.

B. Subject to Subsection 16.14.020(1), unless the change or correction is necessitated by the applicant's adjustment to a subdivision improvement plan or an update to a phasing plan that adjusts the infrastructure needed for the specific development, a change or correction not addressed or referenced in the subdivision improvement plan is waived by the planning coordinator.

1. Any modification or correction necessary to protect public health and safety or to enforce state or federal law may not be waived.

2. If the applicant makes a material change to a subdivision improvement plan, the planning coordinator has the discretion to restart the review process at the first review of the subdivision improvement plan review, but only with respect to the portion of the subdivision improvement plan that the material change substantively affects.

3. If an applicant does not submit a revised subdivision improvement plan within 40 business after the modification or correction is required, the planning coordinator has an additional 20 business days after the 40 days specified in Subsection 16.14.020.A. to respond to the revised subdivision improvement plan.

4. After the applicant has responded to the final review cycle, and the applicant has complied with each modification requested in the planning coordinator's previous review cycle, the planning coordinator may not require additional revisions if the applicant has not materially changed the plan, other than responsive changes to the planning coordinator's requested modifications or corrections.

5. In addition to revised subdivision improvement plans, the applicant shall provide a written explanation, that is comprehensive, specific, including citations to applicable standards and ordinances for the design, and indexed, that identifies and explains each of the applicant's revisions or declined revisions.

6. If an applicant fails or refuses to address a review comment in the response, the review cycle is considered incomplete and the subsequent review cycle may not begin until all comments are addressed.

7. If on the fourth and final review, the planning coordinator fails to respond within 20 business days, and the applicant requests a review, the City shall within 10 days of the request:

a. assemble an appeal panel for a dispute arising from the subdivision improvement plans to review and approve or deny the final revised set of plans; or

b. advise the applicant in writing of the deficiency of the application upon subdivision ordinance review and the applicant's right to appeal the determination to the designated appeal authority.

8. Any other appeals of decisions interpreting Title 16 shall be before a hearing officer as provided in MCC 17.72.130.

16.14.030. Final Subdivision Approval.

If a final subdivision application complies with the requirements of this section. the applicable municipal ordinances, and the preliminary subdivision approved granted in compliance with Utah Code §10-9a-604.1, the planning coordinator shall approve the final subdivision application.

16.14.040. Development Agreements.

A. If any requirement of this Title or the applicable standards is proposed to be satisfied by relation to or incorporation of components of another phase or related development, the applicant shall enter into a development agreement with Moab City governing the applicable phases and related development or modify the application to satisfy all requirements.

B. Any development agreement between the applicant and Moab City shall comply with Utah Code §10-9a-532.

Chapter 16.16
FINAL PLAT

Sections:

16.16.010 Preparation-Generally.
16.16.020 Description and delineation.
16.16.030 Standard forms to be included.
16.16.040 Reserved.

16.16.010 Preparation-Generally.

The final plat, which must be prepared by a licensed land surveyor on a sheet of tracing linen twenty-four inches by thirty inches and made with approved waterproof black drawing ink, shall be so drawn that the top of the sheet faces either north or east, whichever accommodates the drawing best and shall comply with the provisions set out in Sections 16.16.020 through 16.16.040. (Ord. 13-81 (part), 1981: prior code § 22-4-1 (part))

16.16.020 Description and delineation.

The final plat shall show the following:

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. (Ord. 13-81 (part), 1981: prior code § 22-4-1(1))

16.16.030 Standard forms to be included.

The final plat shall contain the following:

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." (Ord. 13-81 (part), 1981: prior code § 22-4-1(2))

16.16.040 Reserved.

Editor's note: Ord. No. 17-11, adopted May 9, 2017, repealed § 16.16.040, which pertained to the time limit for final plat recordation and derived from prior code § 22-4-1(3) and Ord. No. 13-81, 1981.

Chapter 16.20
REQUIRED IMPROVEMENTS

Sections:

16.20.010 Certification required.
16.20.020 Sewers and sewerage facilities.
16.20.030 Stormwater drainage.
16.20.040 Storm drainage.
16.20.050 Street improvements.
16.20.060 Performance bonds.

16.20.010 Certification required.

No final plat of a subdivision of land shall be recorded, except as provided in Section 16.08.020, without receiving a statement signed by the planning coordinator, certifying that the improvements described in the subdivider's plans and specifications meet the minimum requirements of all ordinances of the City, that they comply with the recommendations of the City Engineer, the planning coordinator, the fire department, the utility supervisor, and other applicable agencies. The City Engineer may require the subdivider to submit as-built plans for public utilities. (Ord. 13-81 (part), 1981: prior code § 22-55-1 (part))

16.20.020 Sewers and sewerage facilities.

Where a public sanitary sewer is reasonably accessible (within two hundred feet from the outside boundary of a subdivision), the subdivider shall connect with such sanitary sewer and provide adequate sewer lines accessible to the property line of each lot. The subdivider shall install a wye connection for each lot in the subdivision at the time the sewer main is laid. The sewer line will be stubbed in to all lots of record fronting the street before any paving is installed. When a subdivider is required to make connections to lots not in his subdivisions, the City shall credit the subdivider one hundred fifty dollars per lot. When service is late requested for said lots, the property owner will pay fees as stipulated in Section 13.08.070, Fees. Sewer connections and subdivision sewer systems shall be installed in accordance with the City specifications under the direction of the City Engineer. Where a public sewer is not reasonably accessible, the subdivider, upon approval of the planning coordinator, may either install individual sewer facilities at his expense or require that builders provide such facilities as part of the construction of buildings or structures. Where individual sewerage facilities are to be installed, the City Council shall be assured that the sanitary condition of the land will be fully safeguarded. (Ord. 13-81 (part), 1981: prior code § 22-5-1(1))

16.20.030 Stormwater drainage.

A stormwater drainage system subject to review by the City Engineer and the approval of the public works director and city planner, shall be required by the City and the responsibility of the project applicant. The system shall be separate and independent of the sanitary sewer system. The plans for the drainage system shall be prepared by a licensed engineer. The costs associated for this study shall be the sole responsibility of the project applicant. (Ord. 95-20 (part), 1995: Ord. 13-81 (part), 1981: prior code § 22-5-1(2))

16.20.040 Storm drainage.

No ditch or canal shall be approved as suitable for the use of storm drainage water without the written permission of the appropriate ditch or canal company or of the water users for such use. No ditch or canal shall be used for stormwater unless adequately improved to handle such water as might be reasonably expected to flow from canal and ditch water, subdivision runoff, and other water expected to reach such canal or ditch. No ditch, canal or other waterway shall be permitted within properly dedicated or to be dedicated for public use. (Ord. 13-81 (part), 1981: prior code § 22-5-1(3))

16.20.050 Street improvements.

At least ten days prior to the commencement of construction, the subdivider shall furnish to the City Engineer a complete set of construction plans and profiles of all streets, existing and proposed, within the subdivision. The City Engineer shall, within a reasonable time not to exceed thirty days from the receipt of the plans, notify the subdivider of approval or disapproval, and in case of disapproval of the reasons therefor. Such plans and profiles shall include:

A. The designation of limits of work to be done;

B. The location of the benchmark and its true elevation according to city datum, all profiles to be referred to that datum;

C. *Profiles which indicate the finished and existing grades for each side of the street.* Separate profiles, clearly designated, shall be made for each side of the street;

D. Construction plans which include the details of curb and gutter and street cross-sections, location and elevation of manholes, catchbasins and storm sewers, elevations and location of fire hydrants and any other detail necessary to simplify construction;

E. Complete data for field layout and office checking;

F. On curb returns, at least two additional control points for elevation besides those at points of curvature. Control points shall be staked in the field to ensure drainage at intersections;

G. The street address of the project;

H. Grades of streets shall be as follows:

1. Arterial street: minimum grade 0.5%, maximum grade 5.0%,
2. Collector street: minimum grade 0.5%, maximum grade 7.0%,
3. Minor street: minimum grade 0.5%, maximum grade 12.0%;

I. All streets within the City shall be improved with pavements bounded by integral concrete curbs and gutters to an overall width in accordance with the standards, rules and regulations adopted by the City Council;

J. Pavements shall be constructed in accordance with the requirements of the standards, rules and regulations adopted by the City Council;

K. All curbs and gutters on all streets shall be concrete of the standard high-back-type unit, not less than two feet, six inches in overall width, and not less than seven inches thick where the curb abuts the street pavement;

L. Stormwater inlets and catchbasins shall be provided within the roadway improvements at points specified by the City Engineer;

M. All curb corners shall have a radius of not less than twenty-four feet and at intersections involving collector or major streets of not less than twenty-five feet. However, if in the opinion of the City Engineer, a smaller radius would suffice, he may grant an exception therefrom;

N. The arrangement of streets in new subdivisions shall make provision for the continuation of the existing streets in adjoining areas and shall provide access to unsubdivided adjoining areas insofar as such continuation or access shall be deemed necessary by the Planning Commission. New streets must connect with existing public streets;

O. Minor streets shall approach the arterial or collector streets at an angle of not less than eighty degrees;

P. Fire hydrants shall be installed in all subdivisions in accordance with the regulations of the fire department;

Q. Street lights shall be installed in all subdivisions in the number and location specified by the City. Installation shall be in accordance with the regulations of the power company;

R. Open ditches or canals shall not be allowed within or adjoining a subdivision except along rear or side lot lines. The subdivider shall work with the irrigation, drainage or ditch companies as to:

1. Methods of covering, realigning or eliminating ditches or canals within or adjoining the subdivision,

2. The size of pipe and culverts required,

3. The responsibility for the periodic inspection, cleaning and maintenance of such ditches, pipes and culverts. In cases where canals or ditches cross public roads or proposed public roads, specifications and grades for pipe or culvert must be approved by the City Engineer.

S. The subdivider shall install a six-foot, nonclimbable chain-link fence, or its equivalent along all open ditches, canals or waterways, nonaccess streets, open reservoirs or bodies of water, and other such features of potentially hazardous nature, on crossing or contiguous to the property being subdivided, except on those features which the Planning Commission shall determine would not be a hazard to life, or where the conforming structure would not create a hazard to the safety of the public;

T. The subdivider shall install curbs, gutter, and sidewalks on existing and proposed streets in all subdivisions, including on the rear of such lots as back on arterial streets when the Planning Commission determines that pedestrian access along said arterial street is necessary;

U. Street name signs, conforming to the design and specifications and in the number provided by the standards, rules and regulations of the City, shall be provided by the developer at all street intersections. Installation shall be made by the developer and inspected by the City. (Ord. 13-81 (part), 1981: prior code § 22-5-1(4))

V. The City may not deny building permits or certificates of occupancy based upon the applicant's lack of completion of a nonpublic landscaping improvement or a portion of a public sidewalk. If an improvement completion assurance has been posted for the incomplete portion of the public sidewalk, the City may not withhold the building permit subject to the provisions of Utah Code Ann. §10-9a-802 or MCC 17.72.010.

16.20.060 Performance bonds.

A. After final approval but before recordation of the final plat, the developer must complete all improvements required in the subdivision agreement with the City or in lieu thereof, the subdivider may guarantee the installation thereof with a bond and sureties guaranteeing the standards of improvements. The bond shall be approved by the City Council and the City Attorney.

1. The subdivider may furnish and file with the City Council a bond in an amount equal to a percentage, as specified in the Master Fee Schedule, Chapter 3.50, of the cost of the improvements not previously installed as determined by the City Engineer to assure the installation of such improvements within a two-year period. The bond will be guaranteed

by a collateral pledge of property, tangible or intangible, satisfactory to the City Council and the City Attorney.

2. The subdivider may deposit in escrow with an escrow holder approved by the City Council an amount of money equal to a percentage, as specified in the Master Fee Schedule, Chapter 3.50, of the cost of the improvements not previously installed as determined by the City Engineer to assure the installation of such improvements within a two-year period or, if otherwise provided by the City Council, a shorter or longer period. The escrow agreement aforesaid shall be approved by the City Council and the City Attorney.

B. Whenever the subdivider develops a subdivision a portion at a time, such development shall be in an orderly manner and in such a way that the required improvements will be continuous and all of the improvements will be made available for the full, effective and practical use and enjoyment thereof by the lessees or grantees of any of the lands subdivided within the time hereinbefore specified. (Ord. 19-29 (part), 2019; Ord. 13-81 (part), 1981: prior code § 22-5-2)

C. A performance bond may not dictate who installs or is responsible for the cost of landscaping of residential lots or the equivalent space surrounding residential subdivisions, whether platted as lots or common area.

Chapter 16.24
DESIGN STANDARDS

Sections:

16.24.010 Departmental standards.
16.24.020 Design standards specified.
16.24.030 Reserved.

16.24.010 Departmental standards.

Standards for design, construction, specification, and inspections of street improvements, curbs, gutters, sidewalks, storm drainage and flood control facilities and street lighting shall be prepared by the City Engineer, Highway Department and the Building Inspector; standards for water distribution and sewage disposal by the Water and Sewer Departments; and similar standards for fire hydrants by the Fire Department. All subdividers shall comply with the standards established by such departments and agencies of the City; provided, that such

standards shall be approved by the City Council. All outdoor lighting shall comply with the requirements of Sections 17.09.060 through 17.09.069. (Ord. 19-03 Att. 1 (part), 2019: Ord. 13-81 (part), 1981: prior code § 22-6-1)

16.24.020 Design standards specified.

The design of the preliminary and final plats of the subdivision in relation to streets, blocks, lots, open spaces and other design factors shall be in harmony with design standards recommended by the Planning Commission, the highway department and other departments and agencies of city government. Design standards shall be approved by the City Council and shall include provisions as follows:

A. Blocks shall not exceed one thousand feet in length;

B. Blocks shall be wide enough to adequately accommodate two tiers of lots;

C. Dedicated easements for non-motorized trails throughout a development are required to provide access to existing trails and future trails indicated on the Grand County non-motorized master trails plan as adopted by council.

1. Specific trail alignments shall be negotiated and as individual properties develop, proposed trail routes shown in the plan may be reconfigured to the proposed or greater level of connectivity to adjacent properties.

2. Such easements shall be a minimum of ten feet in width, but may be required to be wider for slopes in areas requiring fill as determined necessary by the Planning Commission with the recommendation of the City Engineer.

3. The subdivider shall provide, at a minimum, a compacted road base surface of four inches in thickness and spanning the full width of the trail in accordance with the design standards for trails as established by the community development director.

4. The finish surface material shall include but not be limited to asphalt concrete, pavers, or cobbles as recommended by the community development director and approved by council.

5. Design and construction shall be approved, in writing, by the community development director, public works director, and the City Engineer.

6. Appropriate barriers shall be installed at each walkway entrance to prevent the use of the walkway by any motor vehicle or by any non-motorized vehicle wider than three feet;

D. Side lines of lots shall be approximately at right angles, or radial to the street lines. However, if energy design conditions dictate otherwise, the Planning Commission may permit exemptions;

E. All remnants of lots below minimum size must be added to adjacent lots, rather than allowed to remain as unusable parcels;

F. Minimum street widths shall be as follows:

1. Arterial streets shall be eighty feet wide; sixty-six feet curb to curb;

2. Secondary streets shall be sixty feet wide; forty feet curb to curb;

3. Minor streets shall be fifty feet wide; thirty feet curb to curb;

G. Dead end streets shall not exceed four hundred feet in length and must have a cul-de-sac with a minimum radius of fifty feet and a diameter of eighty feet curb to curb;

H. The subdivider shall install the following improvements in all streets within the subdivision in accordance with the construction design standards as established by the public works director and the City Engineer:

1. Street grading and surfacing;

2. Curbs and gutters;

3. Street lighting;

4. Drive approaches;

5. Fire hydrants;

6. Sidewalks.

All sidewalks shall be constructed with the widths indicated in the table below along both sides of public streets in accordance with the City construction standards for public works projects. Other standards exist for sidewalks and trails in specific types of developments as found elsewhere in this code and in the construction standards.

Zoning District	Minimum Width*
R-1, R-2, R-3, R-4	5 feet (wider if schools present)
C-1, C-2, C-5	9 feet
C-3	9 feet
C-4	6 feet
I	6 feet
MH/RV-1	5 feet
A-2	N/A
RA-1	5 feet
Resort Commercial (RC)**	Refer to Chapter 17.31.
Sensitive Area Resort Zone (SAR)**	Refer to Chapter 17.32.
Master Planned Developments**	Refer to Chapter 17.65.
Planned Unit Developments**	Refer to Chapter 17.66.

***** The minimum width of any sidewalk shall be approved by the public works director.

****** Upon the recommendation by the Planning Commission and the discretionary approval by council, sidewalks may be eliminated if a comprehensive trail plan providing access to and from all structures and adjacent properties is proposed.

(Ord. 13-10, 2013: Ord. 13-81 (part), 1981: prior code § 22-6-2)

16.24.030 Reserved.

Editor's note: Ord. No. 17-15, adopted May 9, 2017, repealed § 16.24.030, which pertained to subdivision protection strips and derived from prior code § 22-6-3 and Ord. No. 13-81, 1981.

Chapter 16.28
ADMINISTRATION AND ENFORCEMENT

Sections:

16.28.010 Enforcement authority.
16.28.020 Inspection.
16.28.030 Permits.
16.28.040 Weed and debris abatement.
16.28.050 Compliance required.
16.28.060 Violation-Penalty.

16.28.010 Enforcement authority.

The fire department, the highway department, the Planning Commission, the City Engineer and the building inspector and such other departments and agencies of city government as are specified under the provisions of this title are designated and authorized as the agencies charged with the enforcement of the provisions of this title and shall enter such actions in court as are necessary. Failure of such departments to pursue appropriate legal remedies shall not legalize any violation of such provisions. (Ord. 13-81 (part), 1981: prior code § 22-7-1)

16.28.020 Inspection.

Appropriate agencies and departments of the City shall inspect or cause to be inspected all buildings, fire hydrants, water supply and sewage disposal systems in the course of construction, installation or repair. Excavations for fire hydrants and water and sewer mains and laterals shall not be covered or backfilled until such installation shall have been approved by the City Engineer. If any such installation is covered before being inspected and approved, it shall be uncovered after notice to uncover has been issued to the responsible person by the inspector. (Ord. 13-81 (part), 1981: prior code § 22-7-2)

16.28.030 Permits.

From the time of the effective date of the ordinance codified in this title, the building inspector shall not grant a permit, nor shall any city officer grant any license or permit for the use of any land or the construction or alteration of any building or structure on a lot which would be in violation of any provisions of this title until a subdivision plat therefor has been recorded or

approved as herein required. Any license or permit issued in conflict with such provisions shall be void. (Ord. 13-81 (part), 1981: prior code § 22-7-3)

16.28.040 Weed and debris abatement.

No owner of any property within an approved or proposed subdivision shall allow or maintain weeds, rank vegetable growth or debris to accumulate on the property. The owner of any property shall, at his own expense, immediately destroy the weeds or vegetable growth and clear his property of any debris. (Ord. 13-81 (part), 1981: prior code § 22-7-6)

16.28.050 Compliance required.

No person shall sub-divide any tract or parcel of land located wholly or in part in the City except in compliance with the provisions of this title. No person shall purchase, sell or exchange any parcel of land which is any part of a subdivision or a proposed subdivision submitted to the Planning Commission, nor offer for recording in the office of the county recorder, any deed conveying such parcel of land or any fee interest therein, unless such subdivision has been created pursuant to and in accordance with the provisions of this title. (Ord. 13-81 (part), 1981: prior code § 22-7-4)

16.28.060 Violation-Penalty.

Whoever shall violate any of the provisions of this title shall be guilty of a class B misdemeanor and, upon conviction of any violation, shall be punishable by a fine of not more than one thousand dollars, or by imprisonment for not more than six months, or by both such fine and imprisonment, or by the penalty provided in Section 10-9-30, Utah Code Annotated, 1953, as amended, except that in all cases where a corporation would be punishable as for a misdemeanor, and there is not other punishment prescribed by ordinance, such corporation is punishable by a fine not exceeding one thousand dollars. (Ord. 86-06 § 16, 1986; Ord. 13-81 (part), 1981: prior code § 22-7-5)

The Moab Municipal Code is current through Ordinance 24-03, passed June 11, 2024.

Disclaimer: The City Recorder's Office has the official version of the Moab Municipal Code. Users should contact the City Recorder's Office for ordinances passed subsequent to the ordinance cited above.

City Website: moabcity.org
City Telephone: (435) 259-5121

Hosted by General Code.

Title 16
SUBDIVISIONS

Chapters:

16.04 **Definitions**
16.08 **Procedure**
16.10 **Preliminary Subdivision Plan**
16.12 **Preliminary Plat**
16.14 **Final Subdivision Plan**
16.16 **Final Plat**
16.20 **Required Improvements**
16.24 **Design Standards**
16.28 **Administration and Enforcement**

Chapter 16.04
DEFINITIONS

Sections:

16.04.010 **Definitions.**

16.04.010 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Refer to Section 17.06.020, definitions, for terms beginning with the letters A through E, except for the following:

"Administrative Land Use Authority" or "ALUA" means the planning coordinator. The planning coordinator shall review the initial subdivision application, subdivision preliminary plan application, subdivision improvement plan, and subdivision final plan application and make the preliminary and final determination to approve, deny, or modify the applications. The ALUA may not include the city council or any member of the city council. The ALUA shall consult with the design review team.

"Applicant" means the developer or subdivider who submits the complete preliminary and final subdivision applications for the subdivision of land.

"Complete Application" means the preliminary or final subdivision application that complies with the City's code, public work standards and specifications, any other applicable city, local, or state regulations, Utah Code § 10-9a-604.2, the preliminary plan checklist, and the final plan checklist as determined at each stage by the ALUA.

"Design Review Team" means the planning coordinator, designated city staff, and may include designated representatives of city and county departments, including engineering, police, fire, rural water districts, county health, and other persons or agencies as considered necessary by the ALUA.

"Development Agreement" means an agreement between a developer and the City that the City considers necessary or appropriate for a subdivision project to accomplish the purposes of this Title in compliance with Utah Code § 10-9a-532.

"Development application" means an application for a preliminary or final plat for a subdivision, a planned unit development, or any other similar land use designation that is used in this code, any application for zoning, rezoning, general development plans, and special use permits where such applications are in anticipation of new surface development, but does not include building permit applications.

"Final approval" means the approval granted by the ALUA to a final subdivision plan and plat by the planning coordinator and provides the necessary authority to proceed with the subdivision.

"Final plat" means a map or chart of a subdivision which has been accurately surveyed by a registered surveyor and such survey is marked on the ground so that streets, alleys, blocks, lots and other divisions thereof can be identified.

"Lot" means a portion of a subdivision or parcel of land intended as a unit for building development or transfer of ownership.

"Lot width" is the width of the lot measured along the minimum building setback line.

"Major street" means one of the principal thoroughfares, as shown or designated on the master street plan.

"Marginal access street" means a minor street which is parallel to and adjacent to a major street and which provides access to abutting properties and protection from through traffic.

"Master street plan" means a plan labeled "Master Street Plan of Moab City," including maps or reports or both, which have been approved by the Planning Commission and City Council as required by law.

"Minor streets" means any dedicate street serving as the principal means of access to property, which street is not shown on the master street plan as a principal thoroughfare.

"Official map" means any map adopted by the City Council under the provisions of Title 10, Chapter 9, Section 7, Utah Code Annotated, 1953, as amended.

"Other public dedication" means parks, playgrounds, drainage channels or other areas of land to be dedicated to public use.

"Planning Coordinator" means the city planner's designee to act as the ALUA for preliminary and final subdivision applications with final approval authority.

"Preliminary approval" means an approval, with or without recommended alterations, given to a preliminary subdivision plan and preliminary plat by the planning coordinator, and provides the necessary authority to proceed with the preparations of the final subdivision plan and final plat.

"Preliminary plat" means a map or chart of a proposed subdivision.

"Review cycle" means the occurrence of the applicant's submittal of a complete subdivision application to the planning coordinator; the planning coordinator's review of the subdivision application; the planning coordinator's response to that subdivision application, in accordance with Utah Code Ann. §§ 10-9a-604.1 and 10-9a-604.2; and the applicant's reply to the planning coordinator's response that addresses each of the required modifications or requests for additional information. Review cycle restrictions and requirements apply to subdivision improvement plans but do not apply to the review of subdivision applications affecting property within identified geologic hazard areas.

"Setback lines" means the shortest distance between the property line of a lot or parcel and the location where the structure is allowed to be placed, including the foundation, wall or main frame of the building, under an adopted land use regulations.

"Subdivider" means any person laying out or making subdivision for the purposes of first sale, offering for sale or first selling for himself or others of the subdivision or any part thereof.

"Subdivision" means a described tract of land which has been divided into three or more lots, tracts or parcels of five acres or less in area. (Ord. 11-07, 2011; Ord. 13-81 (part), 1981: prior code § 22-1-1)

"Subdivision application" means the complete preliminary and final subdivision application for the subdivision of land.

"Subdivision improvement plans" means the civil engineering plans associated with required infrastructure improvements and municipally controlled utilities required for a final subdivision application.

"Subdivision ordinance review" means review by the City to verify that the subdivision application meets the criteria of the City's ordinances.

"Subdivision plan review" means a review of the applicant's subdivision improvement plans and other aspects of the subdivision application to verify that the application complies with City ordinances, applicable installation standards, and inspection specifications for infrastructure improvements.

Chapter 16.08
PROCEDURE

Sections:

16.08.010 Preliminary procedure. Timelines.
16.08.020 Exceptions--Final plat.
16.08.030 Exceptions--Exceptional conditions.
16.08.040 One main dwelling structure to a lot.
16.08.050 Vacating or changing a subdivision plat.

16.08.010 Preliminary procedure.

Before dividing any tract of land into two or more lots, a subdivider shall contact the Moab City planning coordinator to obtain the required application form and the maintained and published list of the items comprising the complete subdivision application.

A. The applicant may request a pre-application meeting which city staff must provide within 15 business days after the request.

B. At the pre-application meeting, the ALUA and designated city staff shall provide or make available on the city's website the following:

1. copies of applicable land use regulations and code provisions;
2. a complete list of standards required for the project;
3. preliminary and final application checklists; and
4. feedback on the concept plan of the subdivision.

C. Prior to or coincident with the submission of the preliminary subdivision application, , the applicant shall file with the planning coordinator a completed subdivision information form or forms as furnished by the planning coordinator , including:

1. the application;
2. the owner's affidavit;
3. an electronic copy of all plans in PDF format;
4. the preliminary subdivision plat drawings; and
5. a breakdown of fees as established by resolution due upon approval of the application.

D. The applicant shall file eight black and white prints of the preliminary plat prepared in conformance with the provisions of this title with the planning coordinator for examination and subsequent approval or disapproval.

E. After a public hearing noticed according to Utah State Code 10-9a-207, , the prints shall be filed at least thirty business days prior to the planning coordinator's meeting at which time the plat may be considered, and shall be accompanied by a filing fee in conformance with the following schedule:

F. No later than 30 business days after the complete preliminary subdivision application is submitted, the planning coordinator shall complete the initial review of a complete preliminary subdivision application submitted for ordinance review.

G. Within one year after receiving approval of the preliminary subdivision plan and plat by the planning coordinator , unless such time is extended by the planning coordinator, the applicant shall submit the original and three copies of the final plat to the planning coordinator for final approval or disapproval.

H. Following final approval by the planning coordinator, the final plat bearing all official signatures and/or approvals as herein required shall be submitted to the office of the county recorder for recording by the subdivider. A sepia, autopositive, CD disc or other reproducible copy together with two standard prints of the final plat shall be supplied to the planning coordinator . The final plat of a subdivision shall be recorded within a period of one hundred eighty days following approval by the planning coordinator. A one-time extension of an additional thirty days may be granted at the discretion of the planning coordinator . Failure on the part of the subdivider to record a final plat of a subdivision within the time period above shall render the plat invalid and require reconsideration by the planning coordinator, acting as the ALUA, before its acceptance. (Ord. 13-12, 2013: Ord. 06-11 (part), 2006; Ord. 06-01 (part), 2006: Ord. 13-81 (part), 1981: prior code §22-2-1)

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 coordinator, the City Engineer, the City Attorney, and other agencies the city planner deems necessary.l;

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)

16.08.030 Exceptions--Exceptional conditions.

In cases where unusual topographic or other exceptional conditions exist, variations and exceptions from this title may be made by the planning coordinator, after the approval of the planning coordinator, provided that such variation and exceptions may be granted without

substantial detriment to the public good and without substantially impairing the intent and purpose of this title. (Ord. 13-81 (part), 1981: prior code §22-2-3)

16.08.040 One main dwelling structure to a lot.

Except for a guest house or group dwelling permitted in the zoning title, not more than one main dwelling structure shall occupy any one lot. (Ord. 13-81 (part), 1981: prior code §22-2-4)

16.08.050 Vacating or changing a subdivision plat.

Any proposed vacation, alteration, change or amendment to a subdivision plat must comply with the Utah State Code noticing requirements of 10-9a-205 and the requirements of vacation or change in platted subdivision outlined by the Utah State Code 10-9a-608.

Application/Action	Administrative Body	Land Use Authority	Appeal Body	Required Public Hearing
Prelim Plat	ALUA	Planning Coordinator	AA	Yes
Final Plat	ALUA	Planning Coordinator	AA	No
Amend Plat*	ALUA	City Council	District Court	No
Amend Plat	ALUA	City Council	District Court	Yes ALUA
Modify Lot Lines	ALUA	City Council	District Court	No
Subd Ord/ Amend	ALUA	Planning Coordinator	District Court	Yes ALUA
Condo. Conversion	Staff	Planning Coordinator	Appeal Authority	No

Application/Action	Administrative Body	Land Use Authority	Appeal Body	Required Public Hearing
New Condo. App.	(See procedures for site plan, subdivision, or planned developments, as applicable)			

***** If all owners within the plat sign to permit amendment and it does it involve vacation of a public R-O-W, the planning coordinator can approve without public hearings.

Proof of sewer or water availability for noncity authorities. Developer is required to submit a letter from a sewer and water authority stating that the authority can and will provide water or sewer or both, to any subdivision, multi-residential or industrial development located with the Moab City where the City is not the provider of such services. The required letter shall be submitted prior to preliminary plat approval and shall provide size, condition and capacity of water and sewer lines that are intended to provide such services to the development. The letter does not suspend the requirement for an applicant to submit a subdivision improvement plan on a final subdivision application. (Ord. 10-06, 2010; Ord. 06-10 (part), 2006; Ord. 06-01 (part), 2006; Ord. 92-04, 1992)

Chapter 16.10
PRELIMINARY SUBDIVISION PLAN

Sections:

16.10.010 Proposed subdivision plan.

A. The planning coordinator shall conduct the preliminary subdivision plan review in collaboration with the design team. Only one public hearing may be required for the opportunity for public comment.

B. If the preliminary subdivision application complies with the applicable ordinances and the requirements of Utah Code § 10-9a-604.1, the planning coordinator shall approve the preliminary subdivision application.

C. The planning coordinator has final authority to approve the preliminary subdivision plan which may be appealed as provided in MCC 17.72.130.

16.10.020 Preliminary plan approval.

A. In reviewing a preliminary subdivision application, the planning coordinator may require:

1. additional information or modifications to plans to ensure compliance with city ordinances and approved standards and specifications for construction of public improvements; and

2. modifications to plans that do not meet current ordinances, applicable standards or specifications, or do not contain complete information.

3. any additional information or modifications requested shall be specific and include citations to ordinances, standards, or specifications that require the modifications to preliminary subdivision plans, and the request shall be logged in an index.

B. The planning coordinator may not, outside the review cycle, engage in substantive review of required infrastructure improvements or a municipally-controlled utility until final subdivision plan review.

C. The planning coordinator may receive public comment and hold no more than one public hearing for the preliminary subdivision application.

Chapter 16.12
PRELIMINARY PLAT

Sections:

16.12.010 Preparation--Generally.
16.12.020 Description and delineation.
16.12.030 Existing conditions.
16.12.040 Proposed subdivision plan.
16.12.050 Preliminary plan approval.

16.12.010 Preparation--Generally.

The preliminary plat, prepared on tracing paper twenty-four inches by thirty inches, shall contain the information herein specified and comply with the requirements set out in Sections 16.12.020 through 16.12.040. (Ord. 13-81 (part), 1981: prior code §22-3-1 (part))

16.12.020 Description and delineation.

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;

C. The names and addresses of the owner, the subdivider, if different than the owner, and of the designer of the subdivision;

D. The date of preparation, scale (no less than one inch to equal one hundred feet) and the north point. (Ord. 13-81 (part), 1981: prior code §22-3-1(1))

16.12.030 Existing conditions.

The preliminary plat shall show:

A. The location of and dimensions to the nearest benchmark or monument;

B. The boundary line of the proposed subdivision indicated by a solid heavy line and the total acreage encompassed thereby;

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 unplatted 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;

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;

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;

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;

G. Existing ditches, canals, natural drainage channels and open waterways and proposed realignments;

H. Boundary lines of adjacent tracts or unsubdivided land, showing ownership where possible;

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. (Ord. 13-02, 2013; Ord. 13-81 (part), 1981: prior code §22-3-1(2))

16.12.040 Proposed preliminary subdivision plan.

The preliminary subdivision plan shall show:

A. The layout of streets, showing location, widths and other dimensions of (designated by actual or proposed names and numbers) proposed streets, crosswalks, alleys and easements;

B. The layout, numbers and typical dimensions of lots;

C. Parcels of land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in the subdivision; and

D. A tentative plan or method by which the subdivider proposes to handle storm drainage for the subdivision, but not including the subdivision improvement plan. (Ord. 13-81 (part), 1981: prior code §22-3-1(3))

16.12.050 Preliminary plan approval by Administrative Land Use Authority.

A. Following a review of the preliminary plan and plat by the planning coordinator, acting as the ALUA along with the City Engineer, the utility supervisor, the utility companies and other agencies as required by the city planner, shall hold a public hearing before acting on the plan and plat as submitted or modified.

B. If the planning coordinator approves the plan and plat, the planning coordinator shall issue its written approval with whatever conditions are attached, by returning one copy of the preliminary plan and plat, signed by the planning coordinator to the subdivider. One signed copy shall be given to the City Engineer and one copy retained by the planning coordinator; with other copies to be distributed as determined by the planning coordinator.

C. If the planning coordinator disapproves the preliminary plan and plat, the planning coordinator shall indicate its disapproval in writing and give reason for such disapproval by means of signed copies.

D. The planning coordinator's action may be appealed to the appeal authority within thirty days of written notice to the subdivider as provided in Title 17.

E. The receipt of a signed copy of the approved preliminary plat shall be authorization for the subdivider to proceed with the preparation of the final plan and plat.

F. No construction of the subdivision shall commence until final approval has been given and the plat recorded. (Ord. 10-06, 2010; Ord. 06-01 (part), 2006: Ord. 13-81 (part), 1981: prior code §22-3-2)

Chapter 16.14
FINAL SUBDIVISION PLAN

Sections:

16.14.010 Final Subdivision Plan Application Requirements.
16.14.020 Subdivision Improvement Plan Review.
16.14.030. Final Subdivision Plan Approval.
16.14.040. Development Agreements.

16.14.010. Final Subdivision Plan Application Requirements.

A. In reviewing a final subdivision plan application, the planning coordinator may require:

1. additional information or modifications to plans to ensure compliance with city ordinances and approved standards and specifications for construction of public improvements;

2. modifications to plans that do not meet current ordinances, applicable standards or specifications, or do not contain complete information;

3. additional information or modifications to plans which shall be specific and include citations to ordinances, standards, or specifications that require the modifications to final subdivision improvement plans, and logged in an index; and

4. the subdivision improvement plan including the civil engineering plans associated with the required infrastructure improvements and municipally controlled utilities required for a subdivision.

B. The planning coordinator may not require more than four review cycles for a subdivision improvement plan review.

16.14.020. Subdivision Improvement Plan Review.

A. Within 40 business days after the complete final subdivision application is submitted with the subdivision improvement plan, the planning coordinator, acting as the ALUA, shall complete the final subdivision plan review.

B. Subject to Subsection 16.14.020(1), unless the change or correction is necessitated by the applicant's adjustment to a subdivision improvement plan or an update to a phasing plan that adjusts the infrastructure needed for the specific development, a change or correction not addressed or referenced in the subdivision improvement plan is waived by the planning coordinator.

1. Any modification or correction necessary to protect public health and safety or to enforce state or federal law may not be waived.

2. If the applicant makes a material change to a subdivision improvement plan, the planning coordinator has the discretion to restart the review process at the first review of the subdivision improvement plan review, but only with respect to the portion of the subdivision improvement plan that the material change substantively affects.

3. If an applicant does not submit a revised subdivision improvement plan within 40 business after the modification or correction is required, the planning coordinator has an additional 20 business days after the 40 days specified in Subsection 16.14.020.A. to respond to the revised subdivision improvement plan.

4. After the applicant has responded to the final review cycle, and the applicant has complied with each modification requested in the planning coordinator's previous

review cycle, the planning coordinator may not require additional revisions if the applicant has not materially changed the plan, other than responsive changes to the planning coordinator's requested modifications or corrections.

5. In addition to revised subdivision improvement plans, the applicant shall provide a written explanation, that is comprehensive, specific, including citations to applicable standards and ordinances for the design, and indexed, that identifies and explains each of the applicant's revisions or declined revisions.

6. If an applicant fails or refuses to address a review comment in the response, the review cycle is considered incomplete and the subsequent review cycle may not begin until all comments are addressed.

7. If on the fourth and final review, the planning coordinator fails to respond within 20 business days, and the applicant requests a review, the City shall within 10 days of the request:

a. assemble an appeal panel for a dispute arising from the subdivision improvement plans to review and approve or deny the final revised set of plans; or

b. advise the applicant in writing of the deficiency of the application upon subdivision ordinance review and the applicant's right to appeal the determination to the designated appeal authority.

8. Any other appeals of decisions interpreting Title 16 shall be before a hearing officer as provided in MCC 17.72.130.

16.14.030. Final Subdivision Approval.

If a final subdivision application complies with the requirements of this section. the applicable municipal ordinances, and the preliminary subdivision approved granted in compliance with Utah Code §10-9a-604.1, the planning coordinator shall approve the final subdivision application.

16.14.040. Development Agreements.

A. If any requirement of this Title or the applicable standards is proposed to be satisfied by relation to or incorporation of components of another phase or related development, the applicant shall enter into a development agreement with Moab City governing the applicable phases and related development or modify the application to satisfy all requirements.

B. Any development agreement between the applicant and Moab City shall comply with Utah Code §10-9a-532.

Chapter 16.16
FINAL PLAT

Sections:

16.16.010 Preparation-Generally.
16.16.020 Description and delineation.
16.16.030 Standard forms to be included.
16.16.040 Reserved.

16.16.010 Preparation-Generally.

The final plat, which must be prepared by a licensed land surveyor on a sheet of tracing linen twenty-four inches by thirty inches and made with approved waterproof black drawing ink, shall be so drawn that the top of the sheet faces either north or east, whichever accommodates the drawing best and shall comply with the provisions set out in Sections 16.16.020 through 16.16.040. (Ord. 13-81 (part), 1981: prior code § 22-4-1 (part))

16.16.020 Description and delineation.

The final plat shall show the following:

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. (Ord. 13-81 (part), 1981: prior code § 22-4-1(1))

16.16.030 Standard forms to be included.

The final plat shall contain the following:

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." (Ord. 13-81 (part), 1981: prior code § 22-4-1(2))

16.16.040 Reserved.

Editor's note: Ord. No. 17-11, adopted May 9, 2017, repealed § 16.16.040, which pertained to the time limit for final plat recordation and derived from prior code § 22-4-1(3) and Ord. No. 13-81, 1981.

Chapter 16.20
REQUIRED IMPROVEMENTS

Sections:

16.20.010 Certification required.
16.20.020 Sewers and sewerage facilities.
16.20.030 Stormwater drainage.
16.20.040 Storm drainage.
16.20.050 Street improvements.
16.20.060 Performance bonds.

16.20.010 Certification required.

No final plat of a subdivision of land shall be recorded, except as provided in Section 16.08.020, without receiving a statement signed by the planning coordinator, certifying that the improvements described in the subdivider's plans and specifications meet the minimum requirements of all ordinances of the City, that they comply with the recommendations of the City Engineer, the planning coordinator, the fire department, the utility supervisor, and other applicable agencies. The City Engineer may require the subdivider to submit as-built plans for public utilities. (Ord. 13-81 (part), 1981: prior code § 22-55-1 (part))

16.20.020 Sewers and sewerage facilities.

Where a public sanitary sewer is reasonably accessible (within two hundred feet from the outside boundary of a subdivision), the subdivider shall connect with such sanitary sewer and provide adequate sewer lines accessible to the property line of each lot. The subdivider shall install a wye connection for each lot in the subdivision at the time the sewer main is laid. The sewer line will be stubbed in to all lots of record fronting the street before any paving is installed. When a subdivider is required to make connections to lots not in his subdivisions, the City shall credit the subdivider one hundred fifty dollars per lot. When service is late requested for said lots, the property owner will pay fees as stipulated in Section 13.08.070, Fees. Sewer connections and subdivision sewer systems shall be installed in accordance with the City specifications under the direction of the City Engineer. Where a public sewer is not reasonably

accessible, the subdivider, upon approval of the planning coordinator, may either install individual sewer facilities at his expense or require that builders provide such facilities as part of the construction of buildings or structures. Where individual sewerage facilities are to be installed, the City Council shall be assured that the sanitary condition of the land will be fully safeguarded. (Ord. 13-81 (part), 1981: prior code § 22-5-1(1))

16.20.030 Stormwater drainage.

A stormwater drainage system subject to review by the City Engineer and the approval of the public works director and city planner, shall be required by the City and the responsibility of the project applicant. The system shall be separate and independent of the sanitary sewer system. The plans for the drainage system shall be prepared by a licensed engineer. The costs associated for this study shall be the sole responsibility of the project applicant. (Ord. 95-20 (part), 1995: Ord. 13-81 (part), 1981: prior code § 22-5-1(2))

16.20.040 Storm drainage.

No ditch or canal shall be approved as suitable for the use of storm drainage water without the written permission of the appropriate ditch or canal company or of the water users for such use. No ditch or canal shall be used for stormwater unless adequately improved to handle such water as might be reasonably expected to flow from canal and ditch water, subdivision runoff, and other water expected to reach such canal or ditch. No ditch, canal or other waterway shall be permitted within properly dedicated or to be dedicated for public use. (Ord. 13-81 (part), 1981: prior code § 22-5-1(3))

16.20.050 Street improvements.

At least ten days prior to the commencement of construction, the subdivider shall furnish to the City Engineer a complete set of construction plans and profiles of all streets, existing and proposed, within the subdivision. The City Engineer shall, within a reasonable time not to exceed thirty days from the receipt of the plans, notify the subdivider of approval or disapproval, and in case of disapproval of the reasons therefor. Such plans and profiles shall include:

A. The designation of limits of work to be done;

B. The location of the benchmark and its true elevation according to city datum, all profiles to be referred to that datum;

C. *Profiles which indicate the finished and existing grades for each side of the street.* Separate profiles, clearly designated, shall be made for each side of the street;

D. Construction plans which include the details of curb and gutter and street cross-sections, location and elevation of manholes, catchbasins and storm sewers, elevations and location of fire hydrants and any other detail necessary to simplify construction;

E. Complete data for field layout and office checking;

F. On curb returns, at least two additional control points for elevation besides those at points of curvature. Control points shall be staked in the field to ensure drainage at intersections;

G. The street address of the project;

H. Grades of streets shall be as follows:

1. Arterial street: minimum grade 0.5%, maximum grade 5.0%,
2. Collector street: minimum grade 0.5%, maximum grade 7.0%,
3. Minor street: minimum grade 0.5%, maximum grade 12.0%;

I. All streets within the City shall be improved with pavements bounded by integral concrete curbs and gutters to an overall width in accordance with the standards, rules and regulations adopted by the City Council;

J. Pavements shall be constructed in accordance with the requirements of the standards, rules and regulations adopted by the City Council;

K. All curbs and gutters on all streets shall be concrete of the standard high-back-type unit, not less than two feet, six inches in overall width, and not less than seven inches thick where the curb abuts the street pavement;

L. Stormwater inlets and catchbasins shall be provided within the roadway improvements at points specified by the City Engineer;

M. All curb corners shall have a radius of not less than twenty-four feet and at intersections involving collector or major streets of not less than twenty-five feet. However, if in the opinion of the City Engineer, a smaller radius would suffice, he may grant an exception therefrom;

N. The arrangement of streets in new subdivisions shall make provision for the continuation of the existing streets in adjoining areas and shall provide access to unsubdivided adjoining areas insofar as such continuation or access shall be deemed necessary by the Planning Commission. New streets must connect with existing public streets;

O. Minor streets shall approach the arterial or collector streets at an angle of not less than eighty degrees;

P. Fire hydrants shall be installed in all subdivisions in accordance with the regulations of the fire department;

Q. Street lights shall be installed in all subdivisions in the number and location specified by the City. Installation shall be in accordance with the regulations of the power company;

R. Open ditches or canals shall not be allowed within or adjoining a subdivision except along rear or side lot lines. The subdivider shall work with the irrigation, drainage or ditch companies as to:

1. Methods of covering, realigning or eliminating ditches or canals within or adjoining the subdivision,

2. The size of pipe and culverts required,

3. The responsibility for the periodic inspection, cleaning and maintenance of such ditches, pipes and culverts. In cases where canals or ditches cross public roads or proposed public roads, specifications and grades for pipe or culvert must be approved by the City Engineer.

S. The subdivider shall install a six-foot, nonclimbable chain-link fence, or its equivalent along all open ditches, canals or waterways, nonaccess streets, open reservoirs or bodies of water, and other such features of potentially hazardous nature, on crossing or contiguous to the property being subdivided, except on those features which the Planning Commission shall determine would not be a hazard to life, or where the conforming structure would not create a hazard to the safety of the public;

T. The subdivider shall install curbs, gutter, and sidewalks on existing and proposed streets in all subdivisions, including on the rear of such lots as back on arterial streets when the Planning Commission determines that pedestrian access along said arterial street is necessary;

U. Street name signs, conforming to the design and specifications and in the number provided by the standards, rules and regulations of the City, shall be provided by the developer at all street intersections. Installation shall be made by the developer and inspected by the City. (Ord. 13-81 (part), 1981: prior code § 22-5-1(4))

V. The City may not deny building permits or certificates of occupancy based upon the applicant's lack of completion of a nonpublic landscaping improvement or a portion of a public sidewalk . If an improvement completion assurance has been posted for the incomplete portion of the public sidewalk, the City may not withhold the building permit subject to the provisions of Utah Code §10-9a-802 or MCC 17.72.010.

16.20.060 Performance bonds.

A. After final approval but before recordation of the final plat, the developer must complete all improvements required in the subdivision agreement with the City or in lieu thereof, the subdivider may guarantee the installation thereof with a bond and sureties guaranteeing the standards of improvements. The bond shall be approved by the City Council and the City Attorney.

1. The subdivider may furnish and file with the City Council a bond in an amount equal to a percentage, as specified in the Master Fee Schedule, Chapter 3.50, of the cost of the improvements not previously installed as determined by the City Engineer to assure the installation of such improvements within a two-year period. The bond will be guaranteed by a collateral pledge of property, tangible or intangible, satisfactory to the City Council and the City Attorney.

2. The subdivider may deposit in escrow with an escrow holder approved by the City Council an amount of money equal to a percentage, as specified in the Master Fee Schedule, Chapter 3.50, of the cost of the improvements not previously installed as determined by the City Engineer to assure the installation of such improvements within a two-year period or, if otherwise provided by the City Council, a shorter or longer period. The escrow agreement aforesaid shall be approved by the City Council and the City Attorney.

B. Whenever the subdivider develops a subdivision a portion at a time, such development shall be in an orderly manner and in such a way that the required improvements will be continuous and all of the improvements will be made available for the full, effective and practical use and

enjoyment thereof by the lessees or grantees of any of the lands subdivided within the time hereinbefore specified. (Ord. 19-29 (part), 2019; Ord. 13-81 (part), 1981: prior code § 22-5-2)

C. A performance bond may not dictate who installs or is responsible for the cost of landscaping of residential lots or the equivalent space surrounding residential subdivisions, whether platted as lots or common area.

Chapter 16.24
DESIGN STANDARDS

Sections:

16.24.010 Departmental standards.

16.24.020 Design standards specified.

16.24.030 Reserved.

16.24.010 Departmental standards.

Standards for design, construction, specification, and inspections of street improvements, curbs, gutters, sidewalks, storm drainage and flood control facilities and street lighting shall be prepared by the City Engineer, Highway Department and the Building Inspector; standards for water distribution and sewage disposal by the Water and Sewer Departments; and similar standards for fire hydrants by the Fire Department. All subdividers shall comply with the standards established by such departments and agencies of the City; provided, that such standards shall be approved by the City Council. All outdoor lighting shall comply with the requirements of Sections 17.09.060 through 17.09.069. (Ord. 19-03 Att. 1 (part), 2019: Ord. 13-81 (part), 1981: prior code § 22-6-1)

16.24.020 Design standards specified.

The design of the preliminary and final plats of the subdivision in relation to streets, blocks, lots, open spaces and other design factors shall be in harmony with design standards recommended by the Planning Commission, the highway department and other departments and agencies of city government. Design standards shall be approved by the City Council and shall include provisions as follows:

A. Blocks shall not exceed one thousand feet in length;

B. Blocks shall be wide enough to adequately accommodate two tiers of lots;

C. Dedicated easements for non-motorized trails throughout a development are required to provide access to existing trails and future trails indicated on the Grand County non-motorized master trails plan as adopted by council.

1. Specific trail alignments shall be negotiated and as individual properties develop, proposed trail routes shown in the plan may be reconfigured to the proposed or greater level of connectivity to adjacent properties.

2. Such easements shall be a minimum of ten feet in width, but may be required to be wider for slopes in areas requiring fill as determined necessary by the Planning Commission with the recommendation of the City Engineer.

3. The subdivider shall provide, at a minimum, a compacted road base surface of four inches in thickness and spanning the full width of the trail in accordance with the design standards for trails as established by the community development director.

4. The finish surface material shall include but not be limited to asphalt concrete, pavers, or cobbles as recommended by the community development director and approved by council.

5. Design and construction shall be approved, in writing, by the community development director, public works director, and the City Engineer.

6. Appropriate barriers shall be installed at each walkway entrance to prevent the use of the walkway by any motor vehicle or by any non-motorized vehicle wider than three feet;

D. Side lines of lots shall be approximately at right angles, or radial to the street lines. However, if energy design conditions dictate otherwise, the Planning Commission may permit exemptions;

E. All remnants of lots below minimum size must be added to adjacent lots, rather than allowed to remain as unusable parcels;

F. Minimum street widths shall be as follows:

1. Arterial streets shall be eighty feet wide; sixty-six feet curb to curb;

2. Secondary streets shall be sixty feet wide; forty feet curb to curb;

3. Minor streets shall be fifty feet wide; thirty feet curb to curb;

G. Dead end streets shall not exceed four hundred feet in length and must have a cul-de-sac with a minimum radius of fifty feet and a diameter of eighty feet curb to curb;

H. The subdivider shall install the following improvements in all streets within the subdivision in accordance with the construction design standards as established by the public works director and the City Engineer:

1. Street grading and surfacing;
2. Curbs and gutters;
3. Street lighting;
4. Drive approaches;
5. Fire hydrants;
6. Sidewalks.

All sidewalks shall be constructed with the widths indicated in the table below along both sides of public streets in accordance with the City construction standards for public works projects. Other standards exist for sidewalks and trails in specific types of developments as found elsewhere in this code and in the construction standards.

Zoning District	**Minimum Width***
R-1, R-2, R-3, R-4	5 feet (wider if schools present)
C-1, C-2, C-5	9 feet
C-3	9 feet
C-4	6 feet
I	6 feet
MH/RV-1	5 feet

Zoning District	Minimum Width*
A-2	N/A
RA-1	5 feet
Resort Commercial (RC)**	Refer to Chapter 17.31.
Sensitive Area Resort Zone (SAR)**	Refer to Chapter 17.32.
Master Planned Developments**	Refer to Chapter 17.65.
Planned Unit Developments**	Refer to Chapter 17.66.

***** The minimum width of any sidewalk shall be approved by the public works director.

****** Upon the recommendation by the Planning Commission and the discretionary approval by council, sidewalks may be eliminated if a comprehensive trail plan providing access to and from all structures and adjacent properties is proposed.

(Ord. 13-10, 2013: Ord. 13-81 (part), 1981: prior code § 22-6-2)

16.24.030 Reserved.

Editor's note: Ord. No. 17-15, adopted May 9, 2017, repealed § 16.24.030, which pertained to subdivision protection strips and derived from prior code § 22-6-3 and Ord. No. 13-81, 1981.

Chapter 16.28
ADMINISTRATION AND ENFORCEMENT

Sections:

16.28.010 Enforcement authority.
16.28.020 Inspection.
16.28.030 Permits.
16.28.040 Weed and debris abatement.
16.28.050 Compliance required.
16.28.060 Violation-Penalty.

16.28.010 Enforcement authority.

The fire department, the highway department, the Planning Commission, the City Engineer and the building inspector and such other departments and agencies of city government as are specified under the provisions of this title are designated and authorized as the agencies charged with the enforcement of the provisions of this title and shall enter such actions in court as are necessary. Failure of such departments to pursue appropriate legal remedies shall not legalize any violation of such provisions. (Ord. 13-81 (part), 1981: prior code § 22-7-1)

16.28.020 Inspection.

Appropriate agencies and departments of the City shall inspect or cause to be inspected all buildings, fire hydrants, water supply and sewage disposal systems in the course of construction, installation or repair. Excavations for fire hydrants and water and sewer mains and laterals shall not be covered or backfilled until such installation shall have been approved by the City Engineer. If any such installation is covered before being inspected and approved, it shall be uncovered after notice to uncover has been issued to the responsible person by the inspector. (Ord. 13-81 (part), 1981: prior code § 22-7-2)

16.28.030 Permits.

From the time of the effective date of the ordinance codified in this title, the building inspector shall not grant a permit, nor shall any city officer grant any license or permit for the use of any land or the construction or alteration of any building or structure on a lot which would be in violation of any provisions of this title until a subdivision plat therefor has been recorded or approved as herein required. Any license or permit issued in conflict with such provisions shall be void. (Ord. 13-81 (part), 1981: prior code § 22-7-3)

16.28.040 Weed and debris abatement.

No owner of any property within an approved or proposed subdivision shall allow or maintain weeds, rank vegetable growth or debris to accumulate on the property. The owner of any property shall, at his own expense, immediately destroy the weeds or vegetable growth and clear his property of any debris. (Ord. 13-81 (part), 1981: prior code § 22-7-6)

16.28.050 Compliance required.

No person shall sub--divide any tract or parcel of land located wholly or in part in the City except in compliance with the provisions of this title. No person shall purchase, sell or exchange

any parcel of land which is any part of a subdivision or a proposed subdivision submitted to the Planning Commission, nor offer for recording in the office of the county recorder, any deed conveying such parcel of land or any fee interest therein, unless such subdivision has been created pursuant to and in accordance with the provisions of this title. (Ord. 13-81 (part), 1981: prior code § 22-7-4)

16.28.060 Violation-Penalty.

Whoever shall violate any of the provisions of this title shall be guilty of a class B misdemeanor and, upon conviction of any violation, shall be punishable by a fine of not more than one thousand dollars, or by imprisonment for not more than six months, or by both such fine and imprisonment, or by the penalty provided in Section 10-9-30, Utah Code Annotated, 1953, as amended, except that in all cases where a corporation would be punishable as for a misdemeanor, and there is not other punishment prescribed by ordinance, such corporation is punishable by a fine not exceeding one thousand dollars. (Ord. 86-06 § 16, 1986; Ord. 13-81 (part), 1981: prior code § 22-7-5)

The Moab Municipal Code is current through Ordinance 24-03, passed June 11, 2024.

Disclaimer: The City Recorder's Office has the official version of the Moab Municipal Code. Users should contact the City Recorder's Office for ordinances passed subsequent to the ordinance cited above.

City Website: moabcity.org
City Telephone: (435) 259-5121

Hosted by General Code.

CITY OF MOAB
PUBLIC HEARING
PROPOSED ORDINANCE 2024-05

The City of Moab Planning Commission will hold a Public Hearing on Thursday, November 14, 2024, at approximately 6:00 p.m. in the Council Chambers of the Moab City Offices at 217 East Center Street, Moab, Utah.

The purpose of this hearing is to solicit public input on Proposed Ordinance 2024-05 – An Ordinance Amending Moab Municipal Code, Title 16, Subdivisions. The proposed amendments add new sections in compliance with the Utah State Legislature's mandate in Senate Bill 174 (2023) and House Bill 476 (2024). The proposed amendments will streamline and clarify subdivision procedures and related matters. The public is invited to review and inspect all information available concerning such proposal(s) at the Moab City Offices during regular office hours, 8:00 a.m. to 5:00 p.m. Monday through Thursday, 8:00 a.m. to 12:00 p.m. Friday. The public or any interested parties may present written or oral testimony to the Moab City Planning Commission concerning the proposed action at the aforementioned time and place.

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.

Certificate of Posting

Posted in the Moab City Offices at 217 E. Center St., Moab, Utah, on November 4, 2024.

Posted on the Moab City's website – www.moabcity.org on November 4, 2024.

Published on State of Utah's Public Meeting Notice Website – www.utah.gov/pmn on November 4, 2024.

/s/ Sommar Johnson
City Recorder

Moab Planning Commission Agenda Item
Blue Bison Villas Level II Site Plan Application
Meeting Date: November 14, 2024

Title: Consideration and Possible Conditional Approval of Planning Resolution No. 06-2024, A Planning Resolution Conditionally Approving the Blue Bison Villas Level II Site Plan on property located at 398 Kane Creek Blvd, Moab, Utah 84532

Disposition: Discussion and Possible Action

Staff Presenter: Cory P. Shurtleff, Planning Director

Attachment(s):
- Exhibit 1: Draft Planning Resolution No. 06-2024
- Exhibit 2: Vicinity Map
- Exhibit 3: Recorded County Plat
- Exhibit 4: Original Kane Creek Holdings LLC, Development Agreement 2022
- Exhibit 5: Kane Creek Holdings LLC, Amended DA, Agenda Summary 2024
- Exhibit 6: Kane Creek Holdings LLC, Amended Development Agreement 2024
- Exhibit 7: Notice to Adjacent Property Owners_Blue Bison Villas 111424
- Exhibit 8: Notice to Adjacent Property Owners Contact_Blue Bison Villas 111424
- Exhibit 9: Reeve Site/Civil Plan Set
- Exhibit 10: Architectural Design Set
- Exhibit 11: AEH Restriction Matrix

Options:
1. Conditionally Approve Moab Planning Resolution No. 06-2023, with or without modifications; or
2. Continue or table action to a later meeting with specific direction to City Staff and Applicant as to additional information needed to make a decision; or
3. Deny the Site Plan Application, giving specific findings for decision.

Recommended Motion:

I move that the City of Moab Planning Commission Conditionally Approve Planning Resolution No. 06-2024, A Planning Resolution Conditionally Approving the Level II Site Plan for the Blue Bison Villas, on property located at 398 Kane Creek Blvd Moab, Utah 84532, with the following conditions:

1. All outstanding comments shall be addressed to the satisfaction of the Moab City Engineer and Planning Coordinator prior to Building Permit Application Approval, including:
    a. The proposed development plans to divide ownership through Townhome and Condominium platting divisions; the applicant will need to submit and execute the appropriate Townhome Subdivision Plat Application and Condominium Applications.

i. Through the Townhome and Condominium platting process, the Applicants shall record the AEH designated platted units, compliant with the approved AEH Restriction Matrix; Exhibit 11

b. The Applicant will continue to coordinate with the City of Moab for upgraded design to utility infrastructure, to accommodate increased capacity for dedication as City (Public) infrastructure.

c. All outstanding comments, and any additional comments that may be generated by alterations, adjustments, or amendments to the current proposed plan set, be addressed within six (6) months of this conditional approval, including but not limited to:
   i. Applicant records the June 25, 2024 Approved Amended Development Agreement; Exhibit 6
   ii. Applicant satisfies outstanding comments specific to review agent divisions of the City Development Review Team, including but not limited to:
      1. Enbridge Gas Utah
      2. Moab Valley Fire
      3. City of Moab Utilities
      4. City of Moab Sustainability
      5. City of Moab Building
      6. City of Moab Engineering

Applicant: Jake Satterfield, Owner Agent

Background:
Jake Satterfield, Owner Agent and Applicant, initially submitted the appropriate application and submittal materials for the Pre-Application on April 17, 2022, following the approved Kane Creek Holdings LLC, Development Agreement; approved by City Council April 5, 2022. Following the Pre-Application review and comment report, the applicant submitted the Level II Site Plan on June 15, 2022. The Site Plan Application was reviewed by the Development Review Team (DRT), and the comment report was delivered to the applicant. The Applicant continued coordination with the City DRT, with an additional seven rounds of resubmittal, and an eighth supplementary submittal, received October 7, 2024. The Applicant, during this review period, additionally petitioned the City Council for an amendment to the approved Development Agreement for an increase in the underlying zone's maximum building height, from 30' to 35'. This amendment was approved by the City Council on June 25, 2024. Through the supplementary submittal, outstanding comments were sufficiently addressed to confirm design and feasible development of the site to advance the application as a conditional approval by Planning Commission, with the expectation and requirement that the applicant will continue to coordinate with the City DRT and review process to resolve all remaining and outstanding comments for development standard compliance. At this time, the Site Plan Application has been submitted for review by the Moab City Planning Commission, on November 14, 2024.

Project Summary:
Location: 398 Kane Creek Blvd, Moab, Utah 84532

Property Owner:	Kane Creek Holdings LLC
Applicant:	Jake Satterfield, Owner Agent
Parcel:	01-0001-0173
Current Zones:	RA-1 Residential Agricultural Zone & R-3 Multi-Household Residential Zone
Proposed Use:	Residential, Multi-Household Townhome & Condominium Development
Project Size:	163 units
Proposed Parking:	271 spaces
Building Height:	35' maximum

Narrative Summary (Provided by Applicant):

- 7.51 acres +/- located at 389 Kane Creek Blvd, Moab UT (Parcel ID #01-0001-0173)
- Density Zoning R3 (up to 163 units) with Development agreement dictating 33% of the units as restricted to local resident and employees of Moab housing units.

Blue Bison Villas

Blue Bison Villas is a multifamily project that is intended to help offer a range of unit types to assist with the housing shortage in the Moab area. Located just a few blocks west of Moab's Main Street (Highway 191), it offers the benefits and convenience of easily biking, walking, or green commuting to the core of the downtown area within a few minutes for any reason be it work or play. Because of its location to the downtown core this development adds much needed inventory while also being designed with efficiencies that will reduce the impact of vehicular traffic, congestion and emissions that impact all Moab residents.

There will be 4 different housing types offered in the Blue Bison Villas all of which follow the spirit of the zoning and development agreement that governs this development. An important fact of the project is the ratio of units. In the design there are 12 Luxury Townhomes with a mix of 2-bedroom and 3- bedroom options. 31 Barn-dominium products that combine a large storage floor with above living space. 105 condo units with 2 bedrooms. 15 condos designed with 3-bedroom units. Architecture styling is similar for all units within the development. A connecting bike path running through the community stubs off Kane Creek Blvd heading to the north and exiting on the northeast side of the Blue Bison Villas development where it connects to an existing pedestrian bridge that crosses Pack Creek and stubs into the downtown area of Moab. The site plan balances the housing needs of the community, market viability and conforms to use by right outlined in Municipal Cone Title 17.48 R-3. The provided number of parking spaces is 271 in total (87-underground stalls, 195 open stalls with (6 ADA), 86 garage stalls. This exceeds the required parking of 246 stalls.

Process: Site Plan Review
Section 17.67.050 of the Moab Municipal Code (MMC) regulates the Review Procedures for a Level II Site Plan Application. The Planning Commission acting as the Land Use Authority shall provide the approval of the submitted Site Plan, based on the Approval Criteria identified in MMC Section 17.67.060.

17.67.050

D. Level II Applications. Level II applications shall first be reviewed by the DRT, which shall issue a staff report identifying recommendations for the project. The land use authority for Level II applications shall be the Planning Commission, which may approve, approve subject to conditions, or deny the application.

17.67.060
Approval criteria.

A. The following criteria govern site plan approval:-

1. *Compliance with applicable Moab ordinances and building codes;*
2. *Availability of necessary utilities, including culinary water, sewer, electricity, natural gas, and the like;*
3. *Consistency of the design with Moab advisory documents; and*
4. *Accuracy and truthfulness of submittals or representations in the application.*

B. Discretion to Grant Conditional Approval. The applicable land use authority has discretion to impose conditions during the review process that address: (1) deficiencies in the application; (2) performance of the design in providing efficient access, vehicle circulation, connectivity, pedestrian/nonmotorized vehicle access; (3) buffering of off-site impacts; (4) storm water management and flood damage prevention; (5) landscaping and architectural design; (6) utility design issues; and/or (7) other provisions of Moab ordinances or advisory documents.

C. Statement of Reasons in the Event of Denial. Where an application is denied, the land use authority shall provide a statement of reasons explaining the basis for its denial.

CITY OF MOAB PLANNING RESOLUTION NO. 06-2024

A RESOLUTION CONDITIONALLY APPROVING A LEVEL II SITE PLAN FOR THE BLUE BISON VILLAS LEVEL II SITE PLAN, ON PROPERTY LOCATED AT 398 KANE CREEK BLVD, MOAB, UT 84532.

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

a. Jake Satterfield, Owner Agent, for Owner of Record, Kane Creek Holdings LLC, for property located at 398 Kane Creek Blvd, Moab, Utah 84532, has applied for a Level II Site Plan Approval; and

b. The Applicant has furnished a site plan and description of the property, parcel 01-0001-0173, 9.92 acres (432,321 sf); and

c. The City adopted Site Plan Review regulations in order to promote the health, safety and general public welfare of its residents by establishing standards for development in zones including the RA-1 Residential Agricultural Zone & R-3 Multi-Household Residential Zone; and

d. The Applicants entered into a Development Agreement with the City of Moab April 5, 2022, with an amended agreement approved June 25, 2024, specific to this development, with the requirements of that Development Agreement being met, or capable of being met, by the proposed submittal; and

e. The City of Moab Planning Commission reviewed the application for Blue Bison Villas Level II Site Plan, Residential Multi-Household Townhome & Condominium Development, in a regularly scheduled meeting held on November 14, 2024; and

f. Sufficient evidence provided by the applicant proved that standards of development can meet or exceed the requirements and regulations outlined in the MMC Chapter 17.67 Site Plan Approval; and

g. Following the consideration of the technical aspects of the pertinent code sections, the City of Moab Planning Commission, pursuant to Planning Resolution No. 06-2024, hereby finds, that all applicable provisions of the Moab Municipal Code have or can be met.

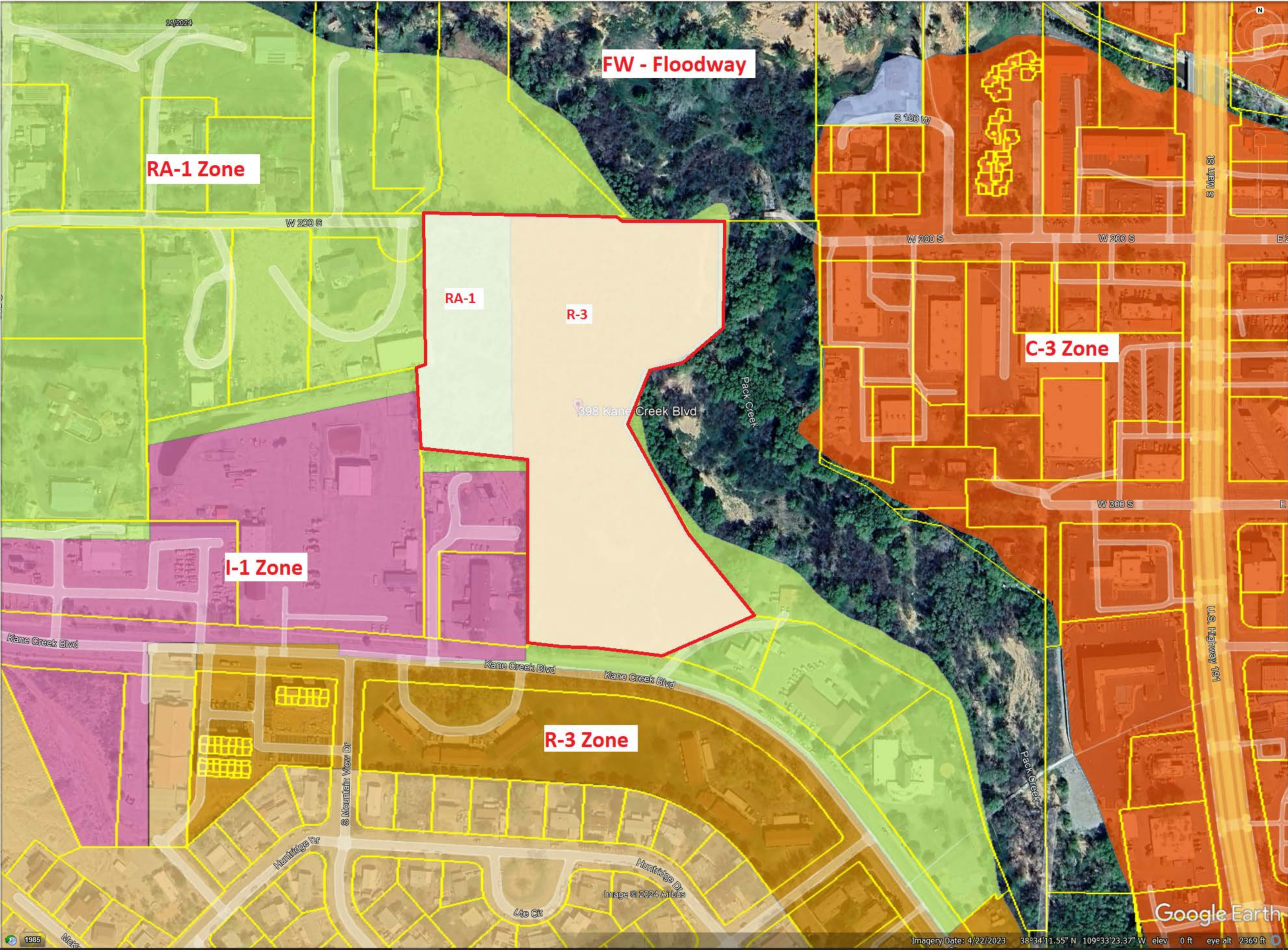
NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOAB PLANNING COMMISSION, the application for the Blue Bison Villas Level II Site Plan is hereby CONDITIONALLY APPROVED, with the following conditions:

1. All outstanding comments shall be addressed to the satisfaction of the Moab City Engineer and Planning Coordinator prior to Building Permit Application Approval, including:
    a. The proposed development plans to divide ownership through Townhome and Condominium platting divisions; the applicant will need to submit and execute the appropriate Townhome Subdivision Plat Application and Condominium Applications.
        i. Through the Townhome and Condominium platting process, the Applicants shall record the AEH designated platted units, compliant with the approved AEH Restriction Matrix; Exhibit 11
    b. The Applicant will continue to coordinate with the City of Moab for upgraded design to utility infrastructure, to accommodate increased capacity for dedication as City (Public) infrastructure.

c. All outstanding comments, and any additional comments that may be generated by alterations, adjustments, or amendments to the current proposed plan set, be addressed within six (6) months of this conditional approval, including but not limited to:
    i. Applicant records the June 25, 2024 Approved Amended Development Agreement; Exhibit 6
    ii. Applicant satisfies outstanding comments specific to review agent divisions of the City Development Review Team, including but not limited to:
        1. Enbridge Gas Utah
        2. Moab Valley Fire
        3. City of Moab Utilities
        4. City of Moab Sustainability
        5. City of Moab Building
        6. City of Moab Engineering

PASSED AND APPROVED in an open meeting of the Planning Commission by a majority vote of the Governing Body of the City of Moab Planning Commission on November 14, 2024.

SIGNED: _____
Kya Marienfeld, Chair


FW - Floodway
RA-1 Zone
RA-1
R-3
I-1 Zone
R-3 Zone
C-3 Zone
W 200 S
S 100 W
S Main St
398 Kane Creek Blvd
Pack Creek
W 300 S
U.S. Highway 191
Kane Creek Blvd
S Mountain View Dr
Huntridge Dr
Image © 2024 Airbus
Google Earth
Imagery Date: 4/22/2023 38°34'11.55" N 109°33'23.37" W elev 0 ft eye alt 2369 ft

NE¼SW¼ SECTION 1 T26S R21E SLBM

THIS PLAT IS MADE SOLELY FOR THE PURPOSES OF ASSISTING IN LOCATING THE LAND, AND THE RECORDER'S OFFICE ASSUMES NO LIABLILITY FOR VARIATIONS IF ANY, WITH AN ACTUAL SURVEY.

117344.03 N
55791.78 E

N 89°26'48"E 1317.58'

639.5'

418.63
MOAB CITY
01-001-0193

S 83°41'E 131.9'
S 83°41'E 131.9'
136.4'
S 75°40'E
296.75'
147.4'
91.37'
S 365.0'
N 365.00
289.1'
N 1°19'E 585.5'
S 1°19'W 353.9'
S 4°04'E 158.8'
281 W 200 S

LOT 2
LOT 3

01-001-0170

MOAB CITY

172.1

TAYLORTOWN SUBDIVISION

MOAB CITY
S45°30'E 350.9'
S 45°30'E 425.0'

S 89°03'E 193.8'

N88°54'W 178.2'
N88°54'W 178.2'
N89°11'W 250.2'
S89°11'E 223.8'
S60°16'40"E
26.14'
N 89°15'12.54" E 211.65'
336.4'
30'
34.8'

S 00°12'14"W 1288.99'
S00°31'E 321.4'
318.1'

NEILL BRUCE JOHNSON
STEVEN L JOHNSON
01-001-0173
174.7

N 1°03'E 227.4'
N1°03'E 227.40'
S 49°40'W 112.4'
N 49°40' 112.4'
S 76°40'W 72.0'
N 76°40'E 72.0'
S 21°29'W 125.3'
N 21°29'E 125.3'

VAL ROBB
CHRIS ROBB
SHAWN B ROBB
01-001-0172
174.3
177.1

N 30°03'W 273.8'
S 30°03'E 273.8'

S 84°12'E 226.7'
S 84°12'E 226.7'
N 2°07'W 182.8'

KANE CREEK PROPERTIES LLC
01-001-0174
174.4.1.1

S 0°03'E 400.0'
N 0°03'W 400.0'
N 0°03'W 218.0'

116054.04 N
55787.19 E

N 89°47'58"E 1318.54'

N 39°03'W 211.6'
S 38°56'21" E 209.21'

ARB #'S 174.1/177.1 & 184/185 HAVE ADJOING PROPERTY LINES. ARB 174.1/177.1 WORKED IN REVERSE MATCHES EXACTLY AND ELIMINATES THIS GAP. SEE NEXT PLAT

S 90°00'00" W 49.50'

S 0°17'00" W 226.10'

MICHAEL H BYNUM &
GINA M GIFFIN
01-001-0177

6.45'
N 0°17'E 35.6'
234.5'
E 134.4'
175.A
234.50'
34.48'
N 0°17'E 34.48'
(CHAIN OF TITLE FOR THIS AREA IS IN QUESTION)
W 227.7'
227.68'

CITY OF MOAB
EASEMENT
529299 BK 867 PG 570
175.1.2

THOMAS J. TODD
RHONDA J. BAZIL
01-001-0178
175.1

117356.75 N
57109.30 E

231.0'

BLOCK 15
MOAB TOWNSITE

S 89°47'E
20.0'

APPROX LOCATION OF STREET FROM AERIAL PHOTOGRAPH

FIRST SOUTH STREET (C STREET)

N 0°17'E 380.0'
380.0'
66.29'
ESMT
BK 401 PG 490

Decree Quieting Title
#452801 Book 555 pg 466

N89°59'55"E
225.80'
E 116.4'
E 73.8'

LORRAINE E GUYMON
001-001-0176
NORTH 97.73'
LORRAINE E GUYMON
001-001-0176
NORTH 98.3'
175.7

LORRAINE E GUYMON
001-001-0180
175.4

COTTONWOOD COTTAGE MOAB LLC
01-001-0179
175.3

N1°02'E 49.6'
S0°17'W 98.5'
S0°36'06"W 50.0'
S0°17'W 0.43'
S89°05'E 32.1'
N 89°04'W 91.8'
N89°57'E 73.8'
S89°14'W 74.1'
S89°04'E 124.35'
S 89°47'E 96.3'
1.58'
2.13'
N 0°17'E 38.1'

WEST 127.24'
132.0'
LEE BRIDGERS
MARIE-JOSE BRIDGERS
01-001-0182
175.6

MOAB PROPERTIES LLC
01-001-0181
175.5

S0°17'W 26.7'
S0°17'W 87.5'
N 0°17'E 87.5'
S0°17'W 60.9'
S 0°17'W 68.5'
N 89°47'W 96.3'
90.0'
6.9'
SOUTH 29.36'
138.2'

001-001-0170

S 89°47'E 79.0'
N 89°47'W 99.0'
S 0°17'W 20.0'

S 0°09'29"W 1298.09'

N 0°17'E 206.5'
S 0°17'W 566.5'

BLOCK 6
MOAB TOWNSITE

South 3102

116676.40
56888.81
#32

SECOND SOUTH STREET (B STREET)

27

THE PARCEL IN THIS AREA ARE PLATTED AS THEIR DESCRIPTION INDICATES. THERE APEARS TO BE ERRORS IN THREE DESCRIPTIONS COURT PROCEEDING AND QCD'S GIVEN CLEARS TITLE TO ARB # 175.5 AND INDICATES THE ARB# 175.4 HAS TITLE TO THE 20 FT NORTH(THE HOME IS BUILT WITHIN THAT AREA)

S 89°47'E 113.0'

S 3°47'E 253.7'

PARCEL 2
45,226 SQ. FT.
UTAH STATE UNIVERSITY

S 89°47' E 60'

UTAH STATE UNIVERSITY
01-001-0209
177.3.5

SEE SEPERATE PLAT FOR MOAB COMMERCIAL PARK SUBDIVISION

PARCEL 3
26,838 SQ. FT.

N 0°17'E 265.2'
S 0°17'W 304.1'

BLOCK 5
MOAB TOWNSITE

177.3.5.2

N 44°07' W
54.3'
75.0'
EAST 75.00'

PARCEL 5
11,850 SQ. FT.

S 3°24'00" W 261.10'
S 0°17'W 89.45'

NEIL KENT JOHNSTON TRUSTEE
NEIL BRUCE JOHNSON TRUSTEE\
NEIL KENT JOHNSON LIVING TRUST

60'
154.6'
S 89°47'W 62.0'
S 89°47'E 62.0'
S 0°17'W 68.5'
N 0°17'E 68.5'

01-001-0184
NEIL KENT JOHNSON TRUSTEE
NEILL BRUCE JOHNSON TRUSTEE
NEIL KENT JOHNSON LIVING TRUST
172

SOUTH 76.40'
N53°04'W 18.60'
N67°08'W 54.00'
48.81'
N75°18'W 92.60'
43.79'
S 63°29'E 113.1'
154.6' 99.0'
177.3.5.1
Pole Line Easement
Approx. location
Bk 6-S pg 482
KENT JOHNSON ?

NORTH 557.00'

THIRD SOUTH STREET
(A STREET)
26

NORTH 142.00'

S 49°31'E
72.7'
S 45°13'E
29.5'
N 45°13'W
48.5'
N 79°00'W 85.0'
S 79°00'E 85.5'
N89°30E 141.5
N 89°30'E 158.0'
N 0°05'E 57
S 0°05'W
49.5'
S 89°30W 165
N 89°30'E 165.0'

116058.66 N
57105.72 E

S0°02'W 345.00'

184
185
001-001-0191
JESSE A MARSHALL
KRISTIN JENSEN
001-001-0191

N 54°00'W 269.4'
S 54°00'E 269.4'
8.25' W.70.0 S

SE1/4SW1/4 SECTION 1 T26S R21E SLBM

THIS PLAT IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE LAND AND THE RECORDER ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, WITH AN ACTUAL SURVEY

ADVENTURE SUBDIVISION

LOT 2
01-ADV-0002
424 W.

LOT 1
01-ADV-0001
420 W

NEIL BRUCE JOHNSON
STEVEN L JOHNSON
001-001-0173
174.4.1

VAL ROBB
CHRIS ROBB
SHAWN B ROBB
001-001-0172

JESSE A MARSHALL
KRISTIN JENSEN
001-001-0191

30 FT WIDE SEWER LN
EN 525502 BK 856 PG 336

KANE CREEK BOULEVARD

BAPTIST SUBDIVISION

LOT 1
0.43 ACRE
01-BAP-0001
374 W

LOT 2
1.35 ACRES
01-BAP-0001
356 W

KANE CREEK ASSOCIATES LLC
01-001-0200
180.11

EPISCOPAL CHURCH OF UTAH
180
180.3
180.6
01-001-0186

01-001-0185

CITY OF MOAB
FOOTPATH
180.9

BLOCK "M"

HUNTRIDGE DRIVE

UTE CIRCLE

MOUNTAINVIEW DRIVE

BLOCK "L"

PLAT "B"

ASPEN AVENUE

BLOCK "K"

BLOCK "F"

NAVAJO CIRCLE

BLOCK "B"

FOUR CORNERS
COMMUNITY BEHAVIORAL
HEALTH INC
01-001-0187
180.9

ARCHWAY VILLAGE ASSOCIATES
OF MOAB LLC
001-001-0189
180.9.3

HUNTRIDGE APARTMENTS
OF MOAB LLC
180.9.1
01-001-0188

GERALDINE SWIFT &
STEPHEN SWIFT
001-001-0236
180.15

MOAB CITY
01-001-0175
174.6

01-001-0222
180

PACIFIC NORTHWEST PIPELINE CORP
R/W AGREEMENT
BK 6R PG 371 ARB 1.1

DOTTED LINE IS BOUNDARY LINE OF THE 1.35 ACRE PARCEL WHICH IS THE ORIGINAL BOUNDARY DESCRIPTION GIVEN WITH A QCD (BK 1B PG 118) WHICH INCLUDES PART OF THE ADJACENT PROPERTIES SO SHOULD BELONG WITH

Graphic Scale
100' 0 50' 100' 200'
1" = 100'

S84°12'E 226.70'
N2°07'W 182.80'
N0°03'W 218.00'
S0°03'E 400.00'
N 88°57'47" W 188.99'
S0°03'E 184.23'
N 0°03' W 200.00'
S 84°12'00" E 189.94'
N 84°12'00" W 220.10'
30.16'
N 89°47'57.7"E 1318.54'
116058.66 N
57105.72 E
V.C,
N 30°03'W 273.8'
S 63°29'E 113.1'
S 49°31'E 72.7'
N 45°13'W 29.5'
S 45°13'E 29.5'
N 89°30'E 158.0'
N 79°00'W 85.0'
S 79°00'E 85.0'
N 89°30'E 165.0'
S 0°50'W 5.0'
S 0°02'W 157.8'
N 54°00'W 269.4'
S 54°00'E 269.4'
N 39°03'W 211.6'
S 6°10'E 203.6'
N 36°00'W 29.0'
S 82°31'E 127.20'
54.80'
72.40'
N 66°36'E 214.10'
180.10.2
174.7
S68°19'W 152.8'
N85°18'W 195.7'
D = 16°35'
R = 720.00'
T = 104.90'
CHD BRG N 69°26'W 207.70'
L = 208.40'
S20°20'W 161.10'
N 61°00'W 330.0'
S61°00'E 269.80'
S 84°48'24" E 88.86'
87.51'
N 84°48'24" W
30.12'
S 0°05'13" W
60.0'
S 86°22'E
30.0' 30.0'
N 03°38'E 180.0'
190.0'
S 3°38'W 180.0'
L = 436.80'
CHD BRG = N 60°04'W 436.70'
D = 35°19'
R = 720.00'
T = 229.20'
D = 18°44'
R = 720.00'
T = 118.80'
CHD BRG = N 51°47'W 234.30'
L = 235.40'
S 71°00'W 49.0'
180
180.10.1
N53°33'E 243.86'
S 53°33'W 245.6'
N 36°16'W 76.0'
N 15°00'W 293.1'
N13°12'W 413.10'
S 13°12'E 368.2'
S 39°25'E 74.8'
N 86°22'W 517.7'
S 00°12'14.3"W 1289.99'
N 89°50'54.5"W 1319.55'
114764.06 N
55782.60 E
S1/4 SECTION 1 SEC 1
T26S R21E
114760.57 N
57102.14 E
SEC 12
S00°09'28.9"W 1298.09'
N0°05'E 1145.30'
N 1°07'E 36.5'
N89°55'27"W 35.21'
S 36°27'E 55.2'
N 36°27'W 360.6'
S 53°33'W 180.0'
S 36°27'E 125.17'
N 53°33'E 190.0'
S 36°27'E 142.0'
N 36°27'W 142.0'
S 53°33'W 190.0'
N 53°33'E 190.0'
S 36°27'E 350.0'
N 36°27'W 350.0'
S 53°33'W 190.0'
N 53°33'E 190.0'
S 36°27'E 357.7'
N 33°12'W 334.5'
S 60°01'W 210.3'
180.9.2
N 22°13'W 224.5'
S18°34'E 14.3'
N49°56'E 92.2'
N53°33'E 120.2'
S22°13'E 92.5'
N 36°27'W 227.9'
S19°07'W 169.5'
S1°07'W 168.56'
S36°27'E 62.65'
N89°05'41"E 210.21'
NORTH 619.10'
N 51°38'E 407.00'
S 0°05'W 695.5'
S 0°02'E 695.5'
13
14

WHEN RECORDED RETURN TO:
Grand County Recorder

DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MOAB AND ~~BLUE BISON DEVELOPMENT~~ Kane Creek Holdings, LLC

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into this 7th day of April, 2022 (the "Effective Date"), by and between KANE CREEK HOLDINGS, LLC, a Utah corporation (the "Developer") and the CITY OF MOAB, a municipality and political subdivision of the State of Utah (the "City"). Developer and the City are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. Developer is or will soon be the owner of approximately 9.98 acres of real property located within the boundaries of the City as more particularly described in Exhibit A (the "Property").

B. Developer has made application to the City for a general plan map amendment and zoning map amendment to rezone a portion of the Property as shown on Exhibit B (the "Rezone Section") as R-3 Multi-Household Residential for the purpose of constructing a multi-family residential development consisting of 175 residential units and other related improvements on such portion of the Property (the "Project").

C. The intent of this Agreement is to facilitate the consideration of a rezone of the Rezone Section from RA-1 Agricultural-Residential Zone to the R-3 Multi-household Zone (the "Rezone Request") to provide for the inclusion of a specified number of residential units within the Project that are available for occupancy only by Actively Employed Households (defined below).

D. The City, acting pursuant to its authority under UTAH CODE ANN. §§ 10-9a-101, *et seq.*, has made certain determinations with respect to the Property and the Project and, in the exercise of its legislative discretion, has elected to process and approve this Agreement prior to final action on the Rezone Request.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is 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 Agreement.

2. **Conditions Precedent.**

2.1. Closing of Property Transactions. As a condition precedent to the obligations of the Parties hereunder, this Agreement is contingent upon and shall only become effective at such time, and in the event that, Developer closes on the sale of the Property. In the event that the sale fails to close, this Agreement shall be of no further force and effect and the Property shall revert to the pre-existing, underlying zoning districts in which the Property is currently located. The current owner of the Property, Neil Bruce Johnson, shall have no vested rights pursuant to this Agreement.

2.2. Approval of Zoning by City Council. As a second and additional condition precedent to the obligations of the Parties hereunder, this Agreement is contingent upon and shall only become effective at such time, and in the event that, the Moab City Council, in the independent exercise of its legislative discretion, elects to approve the proposed rezoning of the Rezone Section to the R-3 Zone. This Agreement is not intended to and does not affect or in any way bind or supersede the independent exercise of legislative discretion by the City Council in deciding whether to approve or deny the application for the rezoning of the Rezone Section.

3. Specific-Development Standards.

(a) The capitalized terms set forth below shall have the indicated meanings:

"*Active Employment Household*" means a household with at least one adult who meets one of the following criteria; provided, however, where there are unrelated individuals living together in one household, at least 50 percent of all the adults comprising the household shall meet one of the following criteria: (1) a full-time (aggregate of 30 hours of employment per week) employee of an entity or entities located within the City of Moab or Grand County; or (2) an owner or owner's representative of a business or entity with a primary place of business within the City of Moab; or (3) a full-time (aggregate of 30 hours of employment per week for nine months out of each calendar year) worker who is self-employed or works out of their home must provide their entire list of clients/workload so that it can be verified that a minimum of 75 percent of their work/clients are based within the City of Moab; or (4) a person who is unable to work or does not have a work history required under subsections 1 through 3 above due to a disability; or (5) a retiree with a work history required under subsections 1 through 3 above for the five years prior to retirement.

"*Active Employment Unit*" means a dwelling in the Project that is required to be occupied by an Active Employment Household as defined above.

"*Daily Rate*" initially means One Hundred Dollars ($100.00) per day, which Daily Rate shall increase by the amount of three percent (3%) per annum, commencing on January 1, 2022 and on January 1st of each calendar year thereafter.

(b) Developer agrees that not less than thirty-three percent (33%) of the number of dwellings eventually approved as part of a Site Plan process for the Project shall be deed restricted to be

Active Employment Units. The Active Employment Units shall be: (1) roughly proportional by number in type (e.g. studio, one bedroom, two bedroom) and size (square footage) to the free market units; and (2) of a quality, both aesthetically and with respect to the standard of construction, that is not materially different from the free market units. Satisfaction of the proportionality requirement shall be determined by the Planning Commission as part of the Site Plan approval process for the Project. Prior to preliminary and final plat approvals for any phase of the Project the Active Employment Units shall be identified on the preliminary and final plat for such phase.

(c) The Active Employment Units shall be ready for occupancy no later than the date of the initial or temporary occupancy of any free market units within the Project or applicable phase thereof. If the free market units are developed in phases, then the Active Employment Units may be developed in proportion to the phasing of the free market units, e.g. not less than 33% of the units developed for occupancy in any phase shall be Active Employment Units.

(d) Except as otherwise agreed to by the City and the Developer, or its successors and assigns, Active Employment Units shall only be occupied by households who qualify as Active Employment Households. Active Employment Units shall be occupied by Active Employment Households a minimum of nine (9) months per calendar year.

(e) Developer intends, declares and covenants, on behalf of itself, all future owners of the project subject to the Rezone Request, and all parties that obtain any interest in any dwelling within the Project, that this Agreement and the covenants and restrictions set forth herein regulating the use and occupancy of the Active Employment Units shall be covenants running with the portion of land requesting rezone, and the land and improvements constituting the Active Employment Units, and, for the benefit of the City, shall encumber the Rezone Section and such Active Employment Units, and shall be binding upon the Developer, all subsequent owners of the Active Employment Units, and any other party with an interest in any portion of an Active Employment Unit or the Rezone Section prior to the creation of the Active Employment Units required hereunder. Developer agrees, prior to the issuance of a building permit for the construction of the Project, or any phase thereof, to record a restrictive covenant on each Active Employment Unit to be constructed (or to be constructed in the applicable phase) reflecting the use and occupancy restrictions applicable to such Active Employment Unit in form and substance acceptable to the City.

(f) The restrictive covenant shall extend for a period of not less than 99 years from the date of recording and, at a minimum, recognize the following default conditions and impose the following penalty. It will be a default of the restrictive covenant if the Active Employment Unit is occupied by any household that is not an Active Employment Household, if, 30 days after written notice from the City, the Active Employment Unit it not occupied by an Active Employment Household. Likewise, it will be a default of the restrictive covenant if the Active Employment Unit is not occupied by an Active Employment Household for more than ninety (90) days in any calendar year, if, 30 days after notice from the City, the Active Employment Unit is not occupied by an Active Employment Household. In the event of default, monetary penalties may be assessed by the City against the Active Employment Unit owner in an amount equal to the number of days that the Active Employment Unit is not occupied by an Active Employment Household multiplied by

the Daily Rate, commencing on the date of the City's written notice of default and continuing thereafter until the date that the default is cured. The City reserves the right to seek specific performance of the restrictive covenant and judicial enforcement of the foregoing penalties, including seeking a judgment lien and foreclosure.

4. **Site Plan Approval.** Developer shall develop the Rezone Section generally in accordance with the site-specific land uses allowed and the development standards set forth in the Moab City Code (the "Code") and applicable to the R-3 Zone. This Agreement is not intended to and does not affect or in any way bind the City to approve any Site Plan proposed by Developer that does not comply with Section 17.67.060 of the Code or relieve Developer of complying with Chapter 17.67.

5. **Approval Process for Development Applications.** The City shall process applications for development of the Project in accordance with the provisions of the Code. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it of the obligation to comply with all of the applicable requirements for approval of preliminary and final subdivision plats, or preliminary and final site plans, as applicable, for the proposed development of the Project consistent with the terms and conditions of this Agreement and the applicable provisions of the Code.

6. **Phasing.** Developer may develop the Project in several phases as market conditions dictate as long as (1) each phase provides for the logical extension of infrastructure and utilities as approved by the City and in compliance with the terms of this Agreement and the applicable provisions of the Code, and (2) not less than 33% of the dwellings in each phase shall be Active Employment Units. All phasing decisions for the Project shall constitute minor modifications. Developer agrees to proceed with construction of the Project with reasonable diligence consistent with a site plan for the Project, which site plan must be approved by the City pursuant to the City's site plan approval process.

7. **Payment of Fees.**

7.1. Development Application and Review Fees. Developer shall pay to the City all of the fees, including, but not limited to, application fees, impact fees and connection fees for review and approval of development of any and all phases of the Project in the amounts set forth in the City's Master Fee Schedule.

7.2. Other Fees. The City may charge other fees in existence as of the date of this Agreement, including, without limitation, standard building permit review, and inspection fees for improvements to be constructed on improved parcels that are generally applicable to other developments within the City.

7.3. Reservation of Right to Challenge Fees. Notwithstanding any provision of this Agreement, the Developer does not waive Developer's rights under any applicable law to challenge the reasonableness or legality of the amount or imposition of any fees.

8. Vested Rights.

8.1. Vested Rights. If the Rezone Request is approved and once a specific Site Plan Approval has been approved, Developer shall have the vested right to develop and construct the Project in accordance with and subject to compliance with the terms and conditions of this Agreement, the R-3 Zone, Site Plan requirements and other applicable provisions of the Code as of the Effective Date. If no substantial construction has been initiated as part of the Project within two (2) years of the date of this Agreement plus any period of force majeure, the City may consider rezoning the property to revert back to the zoning districts that existed prior to the approval of the R-3 Zone. To the extent that there is any conflict between the text portion of this Agreement and the Exhibits, the more specific language or description, as the case may be, shall control. Where any conflict or ambiguity exists between the provisions of the Code and this Agreement (including the Exhibits to this Agreement), this Agreement shall govern. Notwithstanding the foregoing, the rights vested as provided in this Agreement are not exempt from the application of the Code and to subsequently enacted ordinances to the extent, but only to that extent, that failure to apply such subsequently enacted ordinance would impair the City's reserved legislative powers in Section 8.2.

8.2. Contingency. If the City Council does not approve the Rezone Request, this agreement shall be considered null and void.

8.3. 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 any development standards that are applicable to the Project under the terms of this Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine of the State of Utah. Any such proposed legislative changes shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

9. Infrastructure and the Provision of Municipal Services.

9.1. Construction of Necessary Infrastructure to Service the Project. Developer shall have the obligation to construct or cause to be constructed and installed all of the public or private infrastructure, including, but not limited to, roads and utilities, which are located on and necessary to service any portion of the Property, as applicable, as part of the Project, which are the subject of an application for development approval, and any off-site improvements necessary to connect to existing utilities. All such infrastructure shall be constructed in accordance with applicable City standards. Developer may be required to enter into a Development Improvements Agreement and be required to dedicate all public infrastructure and associated property interests to the City as provided in Moab City Code 17.67.070.

9.2. Third Party Service Providers. The Parties understand and acknowledge that the Developer shall be responsible to obtain the approval and incur the costs of constructing any off-site and on-site infrastructure and improvements from third party service providers including, but not limited to, [Rocky Mountain Power, Questar Gas and [INSERT]] that are necessary to service any portion of the Property, as applicable, as part of the Project.

9.3. Maintenance of Private Roads and Improvements. Developer shall have the duty to maintain all private roads and areas designated as such on subdivision plats that are located within that portion of the Project constructed on the Property, if any.

9.4. City Provided Services. The City agrees that it shall make available to the Project (subject to completion of the Developer's construction of the improvements Developer is required to construct hereunder, and where applicable, application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) all City services to such properties that it provides from time to time to other residents and properties within the City at the same levels of service and on the same terms and at the same rates as provided to other similarly situated properties in the City.

10. Term of Agreement. The term of this Agreement (the "Term") shall be for a period of five (5) years following the date of its execution by all Parties, unless it is terminated earlier or its Term is modified by written amendment to this Agreement, but the terms of this Agreement shall continue to be effective as to applications that have been submitted and development that has occurred within the Project notwithstanding the termination of this Agreement.

11. Successors and Assigns.

11.1. Binding Effect. This Agreement shall be binding upon the Parties and their respective successors and assigns in so far as it pertains to the ownership or development of any portion of the Property and the Project.

11.2. Assignment. Neither this 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 Agreement 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 Developer or its successors or assigns.

12. Default.

12.1. Notice. If Developer or the City fail to perform their 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 Developer, then the City shall also provide a courtesy copy of the notice to Developer.

12.2. Contents of the Notice of Default. The Notice of Default shall:

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

12.2.2. 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;

12.2.3. Specify Materiality. Identify why the default is claimed to be material; and

12.2.4. Optional Proposed Cure. If the City chooses, in its discretion, propose a method and time for curing the default which shall be of no less than sixty (60) days duration.

12.3. 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.

12.4. Remedies. If, after meeting and conferring, the Parties are not able to resolve the default, then the Parties may have the following remedies:

12.4.1. 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.

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

12.4.3. Withholding Further Development Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project on those properties owned by the defaulting party.

12.5. Public Meeting. Before any remedy in Section 12.4 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.

12.6. 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 12.4 without meeting the requirements of Section 12.5. The City shall give Notice to Developer 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.

12.7. 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.

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

12.9. 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 Project; or (b) by events reasonably beyond the control of Developer including, without limitation, inclement weather, war, strikes, unavailability of materials at commercially reasonable prices, pandemics and acts of God, but which does not include financial condition of the Developer or its successors.

13. Indemnification for Legal Costs. In the event that any third party files any litigation against the City regarding this Development Agreement, the status of the Active Employment Units, or the Rezone Request, Developer agrees to indemnify, defend, and hold the City harmless from all attorney's fees and litigation costs incurred by the City in connection with such action. In the event that litigation is filed by a third party, Developer will assume primary defense of such litigation, and the City agrees to cooperate with Developer in the defense thereof. The City shall retain legal counsel of its choosing for that defense.

14. 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:

To the Developer:

[INSERT]

To the City of Moab:

Moab City
Attn: City Manager
217 E. Center Street
Moab, Utah 84532

With a copy to:

Moab City Attorney's Office
Attn: City Attorney
217 E. Center Street
Moab, Utah 84532

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

GENERAL TERMS AND CONDITIONS

1. **Agreement to Run with the Land.** This Agreement shall be recorded in the Office of the Grand County 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. This Agreement shall not be recorded before Developer purchases the Property.

2. **Entire Agreement.** This 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.

3. **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.

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

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

6. **Severability.** Should any portion of this Agreement for any reason be 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 Agreement had been executed with the invalid portions eliminated.

7. **Waiver.** No waiver of any of the provisions of this 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.

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

9. **Public Information.** The Parties understand and agree that all documents related to this agreement will be public documents, as provided in UTAH CODE ANN. § 63G-2-101, *et seq.*

10. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

11. **Counterparts.** This Agreement may be executed in multiple counter-parts which shall constitute one and the same document.

(Signatures begin on following page)

IN WITNESS WHEREOF, this Agreement has been executed by the City of Moab, acting by and through the Moab City Council, Grand County, State of Utah, pursuant to Resolution No. ____-_____, authorizing such execution, and by a duly authorized representative of Developer as of the above-stated date.

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

By: _____
Mayor Joette Langianese

ATTEST:

_____
Sommar Johnson, Moab City Recorder

APPROVED AS TO FORM:

_____
_____, City Attorney

KANE CREEK HOLDINGS, LLC, a Utah corporation

By _____
Randy Larsen, Manager, Liberty, LLC

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On the 5th day of April, 2022, personally appeared before me Randy Larsen who being duly sworn, did say that he is the Manager of KANE CREEK HOLDINGS, LLC, a Utah corporation, and that the foregoing instrument was signed in behalf of said KANE CREEK HOLDINGS, LLC and Randy Larsen duly acknowledged to me that he executed the same for the purposes therein stated.

NOTARY PUBLIC

KEN EDWARDS
Notary Public
State of Utah
My Commission Expires April 2, 2023
Commission Number 705529

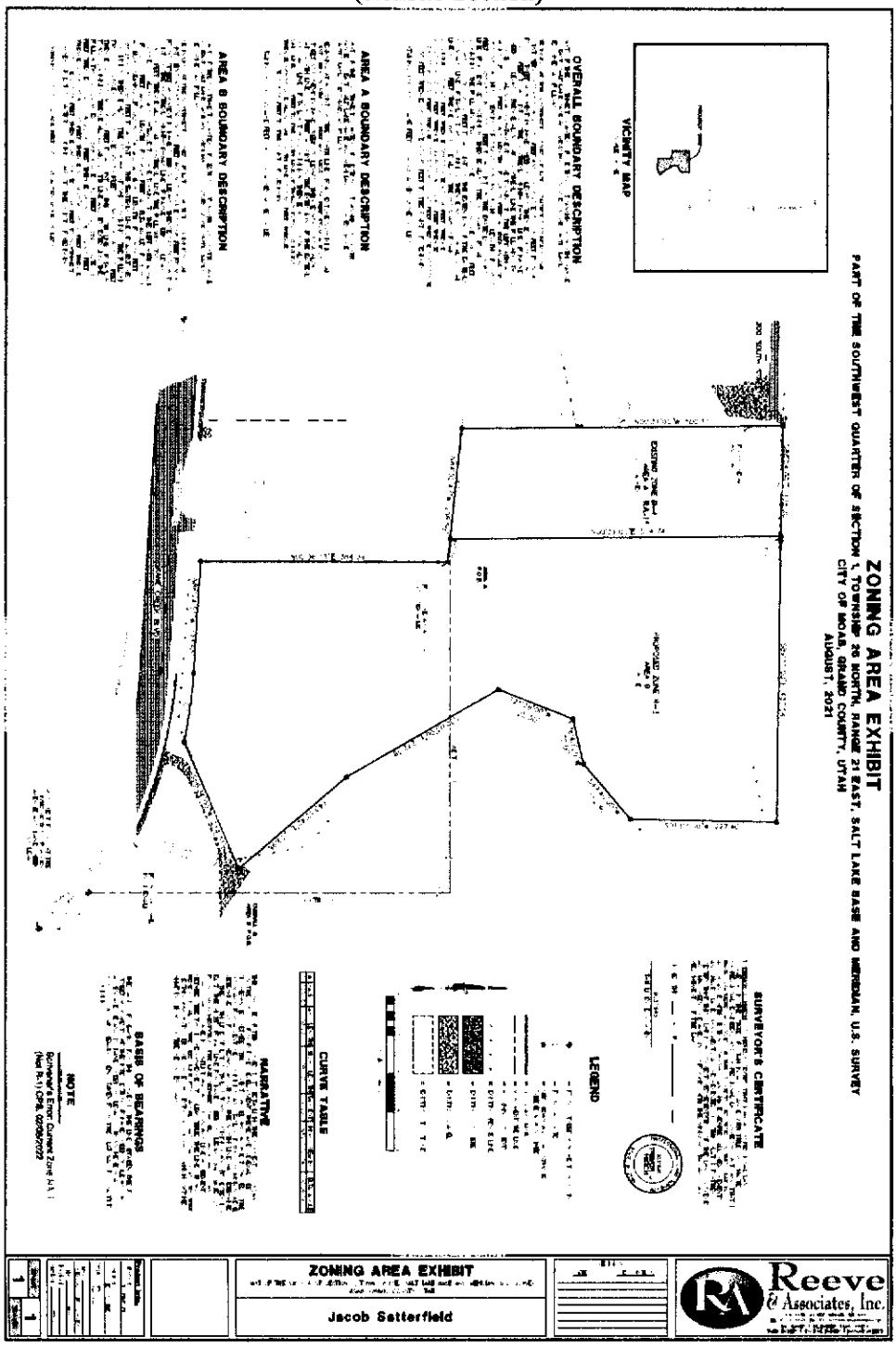
Exhibit A
To
Development Agreement

(Legal Description of Property)

BEG AT A PT WHICH BEARS N 144 FT± FROM THE SE COR NW¼SW¼ SEC 1 T26S R21E; TH N 478 FT± ALONG THE W SIDE OF NE¼SW¼; TH E ALONG THE N SIDE OF SW¼NE¼SW¼ A DIST OF 639.6 FT TO A PT ON A FENCE; TH S 00°55'W 164.8 FT ALONG THE FENCE; TH S 49°38'W 102.4 FT ALONG FENCE; THENCE S 72°46'W 81.3 FT ALONG FENCE; TH S 37°05'W 22.1 FT ALONG FENCE; TH S 18°05'W 104.3 FT ALONG FENCE; TH S 31°09'E 245.1 FT ALONG FENCE; TH S 17°29'E 28.6 FT ALONG FENCE; TH S 70°39'E 85.7 FT ALONG FENCE; TH S 09°29'E 142.5 FT ALONG FENCE TO A PT WHENCE THE S¼ COR SEC 1 T26S R21E BEARS S 29°35'E A DIST OF 1295.8 FT; TH S 69°36'W 240.7 FT ALONG FENCE; TH S 89°37'W 211.8 FT ALONG FENCE; TH N 0°03'W 400.1 FT ±; TH N 84°12'W 226.7 FT ± TO BEG

Tax Parcel No. 01-0001-0173

Exhibit B
To
Development Agreement
(Rezone Section)



217 East Center Street
Moab, Utah 84532-2534

Phone: (435) 259-5121
Fax: (435) 259-4135

Date: June 20, 2024

Title: . Consideration of Amendment for Blue Bison/Kane Creek Holdings Development Agreement - Increase Max Height to 35 Feet

Disposition: Action

Staff: Michael Black, Community Development Director

Attachment(s): Proposed Amendment to the Development Agreement – 2024; 2022 Development Agreement with Kane Creek Holdings

Background

Kane Creek Holdings has a valid Development Agreement (DA) with the City of Moab that outlines specific aspects of development for the site. The DA is applicable only to this site and has no general implications beyond it.

When the DA was approved, the Council agreed that the property would be zoned R3, granting the developer the vested right to develop according to that code as it was written at the time of vesting. Subsequent changes to the zoning Code by the City would not affect the developer, as they retain the rights, as well as the limitations, of the R3 zone at the time of vesting. As a result, the DA requires Kane Creek Holdings to develop the property according to the code as it was at the time of vesting, when a compete application was filed with the City.

Section 8.1 Vested Rights (from the Blue Bison DA):

> ***"Vested Rights.*** *If the Rezone Request is approved and once a specific Site Plan Approval has been approved,* ***Developer shall have the vested right to develop and construct the Project in accordance with and subject to compliance with the terms and conditions of this Agreement, the R-3 Zone, Site Plan requirements, and other applicable provisions of the Code as of the Effective Date.*** *If no substantial construction has been initiated as part of the Project within two (2) years of the date of this Agreement plus any period of force majeure, the City may consider rezoning the property to revert back to the zoning districts that existed prior to the approval of the R-3 Zone."*

In _____, the City Council amended the R3 zone. One of the amendments increased the maximum height of multi-family structures in that zone from 30 feet to 35 feet. The developer argues that the increase in height should apply to their development, which is incorrect and the basis for exploring a DA amendment with the Council.

Although the developer is limited to the development standards of the R3 zone as of the DA signing date (their vesting date), including the restrictive maximum building height, staff's analysis is that the specific request to increase the building height to the new standard of 35 feet

is not detrimental to the City and may significantly benefit the project's development. A maximum height of 35 feet is consistent with present developments in the same zone with similar characteristics. Staff does not oppose granting the amendment to the DA to allow a maximum building height of 35 feet for all residential structures under this specific DA.

Recommendation

Staff proposes that the City Council approve one change to the DA to allow the developer to construct buildings with a maximum height of 35 feet, which is consistent with the current R3 code. This is the extent of the changes staff recommends regarding this request. All other provisions of the DA and the R3 zone at the time of vesting will continue to be enforced.

The following Sections of the DA contain the amendments proposed by staff with **bold and underlining**:

Section 4 Site Plan Approval:

> *"Site Plan Approval. Developer shall develop the Rezone Section generally in accordance with the site-specific land uses allowed and the development standards set forth in the Moab City Code (the "Code") and applicable to the R-3 Zone.* ***Notwithstanding the applicable standards of the R3 zone, the Developer shall limit the height of proposed structures on site to a maximum height of 35 feet in accordance with Section 17.48.020 of the Code.*** *This Agreement is not intended to and does not affect or in any way bind the City to approve any Site Plan proposed by Developer that does not comply with Section 17.67.060 of the Code or relieve Developer of complying with Chapter 17.67."*

The following is Section 8.1 of the DA, which contains additional conforming edits proposed by staff with **bod and underlining:**

> ***"Section 8.1 Vested Rights.*** *If the Rezone Request is approved and once a specific Site Plan Approval has been approved, Developer shall have the vested right to develop and construct the Project in accordance with and subject to compliance with the terms and conditions of this Agreement, the R-3 Zone, the Site Plan requirements and other applicable provisions of the Code of the Effective Date****, except as provided in Section 4 of this Agreement regarding the height of the proposed structures****. If no substantial construction has been initiated as part of the Project within two (2) years of the date of this Agreement plus any period of force majeure, the City may consider rezoning the property to revert back to the zoning districts that existed prior to the approval of the R-3 Zone. To the extent that there is any conflict between the text portion of this Agreement and the Exhibits, the more specific language or description, as the case may be, shall control. Where any conflict or ambiguity exists between the provisions of the Code and this Agreement (including the Exhibits to this Agreement), this Agreement shall govern. Notwithstanding the foregoing, the rights vested as provided in this Agreement are not exempt from the application of the Code to subsequently enacted ordinances to the extent, but only to the extent, that failure to apply such subsequently enacted ordinance would impair the City's reserved legislative powers in Section 8.2."*

Staff also recommend updating Section 14 of the DA regarding notices to allow for email notices, to provide more detail on when such notices will be deemed to have been received, and

to include updated contact information for both parties. The proposed language for Section 14 is as follows:

> ***"Section 14 Notices.*** *All notices and other communications under this Agreement shall be in writing or sent via email. Notices shall be deemed as duly received on the date of service, if served personally on the Party to whom notice is to be given or if notice is emailed. Notices shall also be deemed as duly received five (5) days from the date said notice is mailed to the Party to whom notice is to be given, either by first class mail, registered or certified, postage prepaid or by express delivery with handling prepaid, and properly addressed as stated below. Any Party may change its contact information by giving written notice to the other Party in accordance with the provisions of this Section.*
>
> ***To the Developer***
> ***Kane Creek Holdings***
> *Attn: Jacob Saterfield*
> *PO Box 1000*
> *Kaysville, UT 84037*
>
> ***To the City of Moab***
> *Attn: City Manager*
> *217 E. Center Street*
> *Moab, Utah 84532*
> *deveritt@moabcity.org"*

Staff have prepared the attached amendment to the DA to implement these changes. The City Attorney has reviewed the proposed change to the agreement and has prepared the attached amendment.

Suggested Motion

I move to approve the proposed Development Agreement between the City of Moab and Kane Creek Holdings to allow for an increase as presented in the staff report

WHEN RECORDED RETURN TO:

Moab City
Attn: City Manager
217 E. Center Street
Moab, Utah 84532

Kane Creek Holdings, LLC
PO Box 1000
Kaysville

Tax Parcel No. 01-0001-0173

AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MOAB AND KANE CREEK HOLDINGS, LLC

This AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MOAB AND KANE CREEK HOLDINGS, LLC ("**Amendment**") is entered into by and between Kane Creek Holdings, LLC ("**Developer**"), a Utah limited liability company, and the City of Moab (the "**City**"), a municipality and political subdivision of the State of Utah. Developer and the City are hereinafter referred to individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

A. The Parties executed the Agreement on April 5, 2022, to facilitate the rezone of approximately 9.98 acres (the "**Rezone Section**") and construction of a multi-family residential development consisting of 175 units and other related improvements (collectively, the "**Project**").

B. Pursuant to the Agreement, the Council subsequently rezoned the Rezone Section from RA-1 Agricultural-Residential Zone to the R-3 Mult-household Zone.

C. Section 8.1 of the Agreement states that the Developer shall acquire vested rights to develop the Project in accordance with the applicable provisions of the Moab Municipal Code that were in effect when the City: (1) rezoned the Rezone Section; and (2) approved the Development Agreement and specific site plan approval for the Project, which the City did on April 5, 2022

D. When the Developer acquired its vested rights, the R-3 Zone limited the height of multi-family structures to 30 feet.

E. Subsequently, on [insert date] the Moab City Council ("**Council**") amended the height limitations in Section 17.48.020 to increase the maximum height for buildings and structures in the R-3 Zone to 35 feet.

F. The Developer has asked the City to amend the Agreement to apply the amended 35-foot building height limitation to the Project, and the City has determined that such an amendment will not be detrimental to the City and may benefit the Project's development.

G. Parties intend to amend the Agreement to apply the 35-foot height restriction to the Project.

AGREEMENT

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

1. Incorporation of Recitals. The Recitals of this Amendment are hereby incorporated by reference as if fully set forth herein.

2. Definitions and Continuation of Existing Terms. Except as expressly amended by this Amendment, all terms, definitions, and other conditions of the Agreement shall remain in full force and effect.

3. Conflicts between this Amendment and the Agreement. This Amendment constitutes an amendment to the Agreement. If a conflict or inconsistency between the terms of this Amendment and the terms of the Agreement arises, the terms of this Amendment shall control.

4. Effective Date. This Amendment shall become effective as of the date it is executed by both Parties.

5. Amendments. The Agreement is amended as follows:

a. Section 4 of the Agreement is replaced in its entirety with the following:

> *"**Site Plan Approval**. Developer shall develop the Rezone Section generally in accordance with the site-specific land uses allowed and the development standards set forth in the Moab City Code (the "Code") and applicable to the R-3 Zone. Notwithstanding the applicable standards of the R3 zone, the Developer shall limit the height of proposed structures on site to a maximum height of 35 feet in accordance with Section 17.48.020 of the Code. This Agreement is not intended to and does not affect or in any way bind the City to approve any Site Plan proposed by Developer that does not comply with Section 17.67.060 of the Code or relieve Developer of complying with Chapter 17.67."*

b. Section 8.1 of the Agreement is replaced in its entirety with the following:

> *"**Vested Rights.** If the Rezone Request is approved and once a specific Site Plan Approval has been approved, Developer shall have the vested right to develop and construct the Project in accordance with and subject to compliance with the terms and conditions of this Agreement, the R-3 Zone, the Site Plan*

requirements and other applicable provisions of the Code of the Effective Date, except as provided in Section 4 of this Agreement regarding the height of the proposed structures. If no substantial construction has been initiated as part of the Project within two (2) years of the date of this Agreement plus any period of force majeure, the City may consider rezoning the property to revert back to the zoning districts that existed prior to the approval of the R-3 Zone. To the extent that there is any conflict between the text portion of this Agreement and the Exhibits, the more specific language or description, as the case may be, shall control. Where any conflict or ambiguity exists between the provisions of the Code and this Agreement (including the Exhibits to this Agreement), this Agreement shall govern. Notwithstanding the foregoing, the rights vested as provided in this Agreement are not exempt from the application of the Code to subsequently enacted ordinances to the extent, but only to the extent, that failure to apply such subsequently enacted ordinance would impair the City's reserved legislative powers in Section 8.2."

c. Section 14 of the Agreement is replaced in its entirety with the following:

Notices. *All notices and other communications under this Agreement shall be in writing or sent via email. Notices shall be deemed as duly received on the date of service, if served personally on the Party to whom notice is to be given or if notice is emailed. Notices shall also be deemed as duly received five (5) days from the date said notice is mailed to the Party to whom notice is to be given, either by first class mail, registered or certified, postage prepaid or by express delivery with handling prepaid, and properly addressed as stated below. Any Party may change its contact information by giving written notice to the other Party in accordance with the provisions of this Section.*

To the Developer

Kane Creek Holdings, LLC
Attn: Jacob Satterfield
PO Box 1000
Kaysville, UT 84037

To the City of Moab
Attn: City Manager
217 E. Center Street
Moab, Utah 84532
deveritt@moabcity.org

6. Entire Agreement. This Amendment, together with the Agreement, constitute the entire agreement between the Parties relating to the subject matter herein and supersedes all prior oral or written understandings, representations, or agreements.

7. Legal Review. The Parties represent and agree that they each had an opportunity to review this Amendment with their respective attorneys and that they accept the terms hereof. The rule that an agreement is to be construed against its drafter shall not apply to this Amendment.

8. Counterparts. This Amendment may be executed in counterparts, and when each Party has signed and delivered one such counterpart, each counterpart shall be deemed an original, and when taken together with the other signed counterparts, shall constitute one agreement. Copies of facsimiles of signatures to this Amendment have the same effect as if the signatures were placed on the originals and shall be deemed to be fully executed by each signatory.

IN WITNESS WHEREOF, this Amendment has been executed by the City of Moab on this _____ day of _____ 2024, acting by and through the Moab City Council, Grand County, State of Utah pursuant to Ordinance No. _____, authorizing such execution, and by a duly authorized representative of the Developer.

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

By:_____
Mayor Joette Langianese

ATTEST:

_____
Sommar Johnson, Moab City Recorder

APPROVED AS TO FORM:

_____
Nathan Bracken, City Attorney

KANE CREEK HOLDINGS, LLC, a Utah limited liability company

By:_____

Its:_____

STATE OF UTAH)
:ss.
COUNTY OF _____)

On the ____ day of _____, 2024, personally appeared before me _____ who being duly sworn, did say that he is the _____ of KANE CREEK HOLDINGS, LLC, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said KANE CREEK HOLDINGS, LLC, and _____ duly acknowledged to me that executed the same for the purposes therein stated.

NOTARY PUBLIC _____

PLANNING PROCESS:

NOTICE TO ADJACENT PROPERTY OWNERS

Date: 11/4/2024

To Whom it May Concern:

Based on records from the Grand County Recorder's Office, you are believed to own or have an ownership interest in property adjacent to a Level II Site Plan Application.

The Level II Site Plan Application is scheduled for consideration by the Moab City Planning Commission on 11/14/2024 Pursuant to Moab City Code Section 17.67.050 D.1 as an adjacent property owner, you have the right to submit written comments to planning commission (see qrcode on form) or provide testimony regarding compliance of the application with applicable approved criteria and the Moab City Ordinance.

If you have any questions regarding the time or location of the Planning Commission meeting, please contact Moab City Planning Division at 435-259-5129 or be email at planning @moabcity.org. You may obtain additional information about the Level II Site Plan Application from Moab City. Additional information may also be found on the Utah Public Notice Website https://www.utah.gov/pmn/.

Address of subject Property : 389 Kane Creek Blvd Moab, UT 84532

Parcel #: Parcel: 01-001-01

Description of project:

Multifamily Development within the R3 zoning. A total of 163 total units with 4 different unit types.

Sincerely,

Jacob Satterfield, Developer

Parcel 01-0ADV-0002

First Owner: GROGLAND LLC
Parcel Address: 420 KANE CREEK BLVD

Parcel 01-0001-0237

First Owner: UTAH STATE ROAD COMMISSION
Parcel Address: 424 KANE CREEK BLVD

Parcel 01-0TTN-0004

First Owner: PAXMAN RORY TRUSTEE
Parcel Address: 291 W 200 S

Parcel 01-0TTN-0003

First Owner: HAUER SENA T TRUSTEE
Parcel Address: 256 W 200 S

Parcel 01-0001-0172

First Owner: ROBB VAL
Parcel Address: 386 KANE CREEK BLVD

Parcel 01-0BAP-0001

First Owner: MOAB BAPTIST CHURCH
Parcel Address: 374 KANE CREEK BLVD W

Parcel 01-0001-0200

First Owner: AMASA HOLDINGS LLC
Parcel Address: 57 W KANE CREEK BLVD BLDG 1 TO 119 W BLDG 6

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Project Narrative/Notes/Revisions

1. 09/15/2022 CK – COMPLETED DESIGN FOR CLIENT & CITY REVIEW.
2. 11/17/2022 CK – UPDATED PER CITY REVIEW COMMENTS.
3. 01/23/2023 TB – UPDATED PER CITY REVIEW COMMENTS.
4. 02/17/2023 CK – ADDED LIFT STATION PLANS.
5. 04/11/2023 CK – UPDATED LAYOUT.
6. 05/30/2023 CK – UPDATED LAYOUT.
7. 07/21/2023 CK – UPDATED LAYOUT.
8. 10/17/2023 CK – UPDATED LAYOUT.
9. 03/19/2024 CK – CITY COMMENTS.
10. 04/04/2024 CK – UNIT NUMBERS.
11. 06/18/2024 ZD – CITY COMMENTS
12. 06/21/2024 KH – REVISED SS STATION STORAGE.
13. 07/31/2024 CK – LIFT STATION DETAILS.
14. 10/01/2024 CK – CITY COMMENTS.

Blue Bison Villas
Improvement Plans

MOAB CITY, GRAND COUNTY, UTAH
SEPTEMBER 2022

Site Information
MOAB CITY, GRAND COUNTY, UTAH

ZONE RA-1
PARCEL 01-0001-0173 – 398 KANE CREEK BOULEVARD

TOTAL PARCEL AREA (W/O LOTS 1&2) 327,047 s.f.
BUILDING AREA.....114,258 s.f. 34.9%
HARD SURFACED AREA.....131,896 s.f. 40.3%
LANDSCAPE AREA..... 80,893 s.f. 24.8%

TOTAL PARKING AREAS.....29,880 s.f.
INTERIOR PARKING LS REQUIRED.....4,482 s.f. (15%)
INTERIOR PARKING LS PROVIDED.....8,577 s.f. (25%)

NUMBER OF UNITS.....164 UNITS
REQUIRED PARKING 1.5/UNIT 246 STALLS
PROPOSED PARKING 274 STALLS
OPEN PARKING STALLS.....166 STALLS (10 ADA)
A & D UNITS WILL HAVE 2 CAR GARAGES.....86 STALLS
UNDERGROUND PARKING.....22 STALLS (1 ADA)

Scale: 1" = 50'

FIELD SURVEY WAS HORIZONTALLY AND VERTICALLY CALIBRATED PER LOCAL GRAND COUNTY SECTION TIE SHEET DATA WHICH IS STATE PLANE NAD83 HORIZONTAL DATA AND NAVD88 VERTICAL DATUM

VICINITY MAP
SCALE: NONE

Sheet Index

Sheet 1 - Cover/Index Sheet
Sheet 2 - Notes/Legend/Street Cross-Section
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Sheet 9 - Sewer Outfall - 9+50.00 - 14+30.38
Sheet 10 - Sewer Outfall - 14+30.00 - 15+85.00
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Sheet 15 - Civil Details
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Sheet 19 - Storm Water Pollution Prevention Plan Exhibit
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Sheet 22 - Lift Station Surge Tank Details
Sheet 23 - Landscape Plan
Sheet 24 - Landscape & Sign Details
Sheet 25 - Irrigation Plan
Sheet 26 - Irrigation Details

UNIT BREAKDOWN				
UNITS	BUILDINGS	BEDROOMS/UNIT	UNIT NUMBERS	UNITS
A	2	4	1–12	12
B	1	3	44–59	16
C	5	2	60–164	105
D	5	4	13–43	31

Elevation Datum:
Site Benchmark:
SOUTHWEST CORNER OF SECTION 1
ELEVATION 4185.16' (1275.639M)
NAVD88 ASSUMED PER GRAND COUNTY SURVEY

811 Know what's **below.** **Call** before you dig.

Engineer's Notice To Contractors:
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY OTHERS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN, AND ANY OTHER LINES OBTAINED BY THE CONTRACTOR'S RESEARCH, AND OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

Surveyor:
Jason Felt
Reeve & Associates, Inc.
5160 South 1500 West
Riverdale, Utah, 84405
PH:(801) 621-3100

Landscape Architect:
Nathan Peterson
Reeve & Associates, Inc.
5160 South 1500 West
Riverdale, Utah, 84405
PH: (801) 621-3100

Geotechnical Report:
Dated: April 14, 2022
Moab Geotechnical Group
398 Kane Creek Blvd.
Moab, Utah

Developer Contact:
Jake Satterfield
Blue Bison Development
PH: (801) 755-0452

Project Contact:
Jeremy Draper
Reeve & Associates, Inc.
5160 South 1500 West
Riverdale, Utah, 84405
PH:(801) 621-3100

Reeve & Associates, Inc.
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS
5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 www.reeve.co

REVISIONS

DATE	DESCRIPTION
05-30-23 CK	Updated Layout
07-21-23 CK	Updated Layout
10-17-23 CK	Updated Layout
03-19-24 CK	City Comments
04-04-24 CK	Unit Numbers
06-18-24 ZD	City Comments
07-31-24 CK	Lift Station
10-01-24 CK	City Comments

Blue Bison Villas
MOAB CITY, GRAND COUNTY, UTAH
Cover/Index Sheet

REGISTERED PROFESSIONAL ENGINEER
5338480
JEREMY A. DRAPER
10/01/2024
STATE OF UTAH

Project Info.
Engineer: JEREMY A. DRAPER, P.E.
Drafter: C. KINGSLEY
Begin Date: JUNE 2022
Name: BLUE BISON VILLAGE
Number: 7650-02

1
26 Total Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

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General Notes:

1. ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY: GOVERNING UTILITY MUNICIPALITY, GOVERNING CITY OR COUNTY (IF UN-INCORPORATED), INDIVIDUAL PRODUCT MANUFACTURERS, AMERICAN PUBLIC WORKS ASSOCIATION (APWA), AND THE DESIGN ENGINEER. THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION.
2. CONTRACTOR TO STRICTLY FOLLOW GEOTECHNICAL RECOMMENDATIONS FOR THIS PROJECT. ALL GRADING INCLUDING BUT NOT LIMITED TO CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATION/BACKFILL, SITE GRUBBING, RETAINING WALLS AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH THE PROJECT GEOTECHNICAL ENGINEER.
3. TRAFFIC CONTROL, STRIPING & SIGNAGE TO CONFORM TO CURRENT GOVERNING AGENCIES TRANSPORTATION ENGINEER'S MANUAL AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
4. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
5. CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.
6. AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE.
7. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES.
8. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
9. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.
10. ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE CITY, COUNTY OR STATE AGENCY CONTROLLING THE ROAD, INCLUDING OBTAINING REQUIRED INSPECTIONS.
11. ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES.
12. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFOREHAND.
13. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH BY THE GEOTECHNICAL ENGINEER.
14. CATCH SLOPES SHALL BE GRADED AS SPECIFIED ON GRADING PLANS.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FLAGGING, CAUTION SIGNS, LIGHTS, BARRICADES, FLAGMEN, AND ALL OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
16. CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE WHERE THE PROJECT IS LOCATED AND SHALL BE BONDABLE FOR AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT BID AND TO DO THE TYPE OF WORK CONTEMPLATED IN THE PLANS AND SPECIFICATIONS. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PLANS AND SPECIFICATIONS.
17. CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY HIMSELF BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS HE MAY PREFER OF THE LOCATIONS OF THE PROPOSED WORK AND OF THE ACTUAL CONDITIONS OF AND AT THE SITE OF WORK. IF, DURING THE COURSE OF HIS EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO HIM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, HE SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING HIS BID. SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, HE HAS RELIED AND IS RELYING ON HIS OWN EXAMINATION OF (1) THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON HIS OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO, THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT HE HAS NOT RELIED SOLELY UPON OWNER- OR ENGINEER-FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING HIS BID.
18. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.
19. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER, ENGINEER, AND/OR GOVERNING AGENCIES.
20. CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, CONTROL POINTS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY THEIR UNNECESSARY LOSS OR DISTURBANCE.
21. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
22. CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL TESTING AND INSPECTION SHALL BE PAID FOR BY THE OWNER; ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
23. IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.
24. WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
25. CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE AS-BUILT RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. AS-BUILT RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED AS-BUILT RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
26. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE HIGHEST QUALITY ARE TO BE USED.
27. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS. THEREFORE, THE OWNER IS RELYING UPON THE EXPERIENCE AND EXPERTISE OF THE CONTRACTOR. PRICES PROVIDED WITHIN THE CONTRACT DOCUMENTS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THE TRUE INTENT AND PURPOSE OF THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE AND HAVE SPECIAL SKILLS IN THE NATURE, EXTENT AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN PECULIAR AND INHERENT CONDITIONS EXISTENT IN THE CONSTRUCTION OF THE PARTICULAR FACILITIES WHICH MAY CREATE, DURING THE CONSTRUCTION PROGRAM, UNUSUAL OR UNSAFE CONDITIONS HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.
28. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL STRIPING AND/OR PAVEMENT MARKINGS NECESSARY TO TIE EXISTING STRIPING INTO FUTURE STRIPING. METHOD OF REMOVAL SHALL BE BY GRINDING OR SANDBLASTING.
29. CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLOPING OR OTHER PROVISIONS NECESSARY TO PROTECT WORKMEN FOR ALL AREAS TO BE EXCAVATED TO A DEPTH OF 4 FEET OR MORE. FOR EXCAVATIONS 4 FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL COMPLY WITH LOCAL, STATE AND NATIONAL SAFETY CODES, ORDINANCES. OR REQUIREMENTS FOR EXCAVATION AND TRENCHES.
30. ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE.
31. CONTRACTOR TO BUILD PER APWA STANDARDS.

Utility Notes:

1. CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE SERVICE, GAS SERVICE, CABLE, POWER, INTERNET.
2. EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS USING A COMBINATION OF ON-SITE SURVEYS (BY OTHERS). PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE IN THE FIELD, THEIR MAIN AND SERVICE LINES 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.
3. CONTRACTOR SHALL POT HOLE ALL UTILITIES TO DETERMINE IF CONFLICTS EXIST PRIOR TO BEGINNING ANY EXCAVATION. NOTIFY ENGINEER OF ANY CONFLICTS. CONTRACTOR SHALL VERIFY LOCATION AND INVERTS OF EXISTING UTILITIES TO WHICH NEW UTILITIES WILL BE CONNECTED, PRIOR TO COMMENCING ANY EXCAVATION WORK THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN ACCORDANCE WITH THE REQUIRED PROCEDURES.
4. CARE SHOULD BE TAKEN IN ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY LINES. EXCAVATION REQUIRED WITHIN PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT HIS EXPENSE.
5. ALL VALVES AND MANHOLE COVERS SHALL BE RAISED OR LOWERED TO MEET FINISHED GRADE.
6. CONTRACTOR SHALL CUT PIPES OFF FLUSH WITH THE INSIDE WALL OF THE BOX OR MANHOLE.
7. CONTRACTOR SHALL GROUT AT CONNECTION OF PIPE TO BOX WITH NON-SHRINKING GROUT, INCLUDING PIPE VOIDS LEFT BY CUTTING PROCESS, TO A SMOOTH FINISH.
8. CONTRACTOR SHALL GROUT WITH NON-SHRINK GROUT BETWEEN GRADE RINGS AND BETWEEN BOTTOM OF INLET LID FRAME AND TOP OF CONCRETE BOX
9. SILT AND DEBRIS IS TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION.
10. CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET GRATES TO ALLOW ACCESS.
11. EACH TRENCH SHALL BE EXCAVATED SO THAT THE PIPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKMEN MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN DE-WATERED CONDITIONS.
12. CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.
13. MAINTAIN A MINIMUM 18" VERTICAL SEPARATION DISTANCE BETWEEN ALL UTILITY CROSSINGS.
14. CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.
15. ALL BOLTED FITTINGS MUST BE GREASED AND WRAPPED.
16. UNLESS SPECIFICALLY NOTED OTHERWISE, MAINTAIN AT LEAST 2 FEET OF COVER OVER ALL STORM DRAIN LINES AT ALL TIMES (INCLUDING DURING CONSTRUCTION).
17. ALL WATER LINES SHALL BE INSTALLED A MINIMUM OF 48" BELOW FINISHED GRADE.
18. ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10 FEET, PIPE EDGE TO PIPE EDGE, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CAN NOT BE MAINTAINED, THE SEWER LINE AND WATER LINE SHALL BE LAID IN SEPARATE TRENCHES AND THE BOTTOM OF THE WATER LINE SHALL BE AT LEAST 18" ABOVE THE TOP OF THE SEWER LINE.
19. CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.
20. ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAVING.
21. CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.
22. THRUST BLOCKS & RESTRAINED JOINTS WITH MEGA-LUG ADAPTERS REQUIRED ON ALL BENDS AND FITTINGS USING BLUE BOLTS. PROTECT ALL BOLTS FROM BEING ENCASED IN CONCRETE. INSTALL PER MANUFACTURER RECOMMENDATIONS.

Notice to Contractor:

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE PLANS ARE BASED UPON RECORDS OF THE VARIOUS UTILITY COMPANIES AND/OR MUNICIPALITIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

THE CONTRACTOR AGREES THAT THEY SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND THE ENGINEERS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.

NOTE:
1. SAWCUT EXISTING ASPHALT INSIDE FROM OUTER EDGE FOR TACK SEAL OF NEW ASPHALT
2. CONTRACTOR TO VERIFY 2% MIN. AND 5% MAX SLOPE FROM EDGE OF ASPHALT TO LIP OF GUTTER

Survey Control Note:

THE CONTRACTOR OR SURVEYOR SHALL BE RESPONSIBLE FOR FOLLOWING THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS (NSPS) MODEL STANDARDS FOR ANY SURVEYING OR CONSTRUCTION LAYOUT TO BE COMPLETED USING REEVE & ASSOCIATES, INC. SURVEY DATA OR CONSTRUCTION IMPROVEMENT PLANS. PRIOR TO PROCEEDING WITH CONSTRUCTION STAKING, THE SURVEYOR SHALL BE RESPONSIBLE FOR VERIFYING HORIZONTAL CONTROL FROM THE SURVEY MONUMENTS AND FOR VERIFYING ANY ADDITIONAL CONTROL POINTS SHOWN ON AN ALTA SURVEY, IMPROVEMENT PLAN, OR ANY ELECTRONIC DATA PROVIDED. THE SURVEYOR SHALL ALSO USE THE BENCHMARKS AS SHOWN ON THE PLAN, AND VERIFY THEM AGAINST NO LESS THAN FIVE (5) EXISTING HARD IMPROVEMENT ELEVATIONS INCLUDED ON THESE PLANS OR ON ELECTRONIC DATA PROVIDED. IF ANY DISCREPANCIES ARE ENCOUNTERED, THE SURVEYOR SHALL IMMEDIATELY NOTIFY REEVE & ASSOCIATES, INC. AND RESOLVE THE DISCREPANCIES BEFORE PROCEEDING WITH ANY CONSTRUCTION STAKING.

Erosion Control General Notes:

THE CONTRACTOR TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO GOVERNING AGENCIES ORDINANCES AND ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE COUNTIES. ALSO, INSPECTORS WILL HAVE THE RIGHT TO CHANGE THE FACILITIES AS NEEDED.

CONTRACTOR SHALL KEEP THE SITE WATERED TO CONTROL DUST. CONTRACTOR TO LOCATE A NEARBY HYDRANT FOR USE AND TO INSTALL TEMPORARY METER. CONSTRUCTION WATER COST TO BE INCLUDED IN BID.

WHEN GRADING OPERATIONS ARE COMPLETED AND THE DISTURBED GROUND IS LEFT OPEN FOR 14 DAYS OR MORE, THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS.

THE CONTRACTOR SHALL MODIFY EROSION CONTROL MEASURES TO ACCOMMODATE PROJECT PLANNING.

ALL ACCESS TO PROPERTY WILL BE FROM PUBLIC RIGHT-OF-WAYS. THE CONTRACTOR IS REQUIRED BY STATE AND FEDERAL REGULATIONS TO PREPARE A STORM WATER POLLUTION PREVENTION PLAN AND FILE A "NOTICE OF INTENT" WITH THE GOVERNING AGENCIES.

Maintenance:

ALL BEST MANAGEMENT PRACTICES (BMP'S) SHOWN ON THIS PLAN MUST BE MAINTAINED AT ALL TIMES UNTIL PROJECT CLOSE-OUT.

THE CONTRACTOR'S RESPONSIBILITY SHALL INCLUDE MAKING BI-WEEKLY CHECKS ON ALL EROSION CONTROL MEASURES TO DETERMINE IF REPAIR OR SEDIMENT REMOVAL IS NECESSARY. CHECKS SHALL BE DOCUMENTED AND COPIES OF THE INSPECTIONS KEPT ON SITE.

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF BARRIER.

SEDIMENT TRACKED ONTO PAVED ROADS MUST BE CLEANED UP AS SOON AS PRACTICAL, BUT IN NO CASE LATER THAN THE END OF THE NORMAL WORK DAY. THE CLEAN UP WILL INCLUDE SWEEPING OF THE TRACKED MATERIAL, PICKING IT UP, AND DEPOSITING IT TO A CONTAINED AREA.

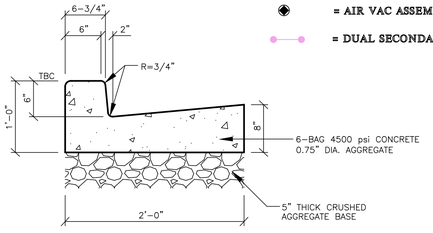
EXPOSED SLOPES:

ANY EXPOSED SLOPE THAT WILL REMAIN UNTOUCHED FOR LONGER THAN 14 DAYS MUST BE STABILIZED BY ONE OR MORE OF THE FOLLOWING METHODS:
- A) SPRAYING DISTURBED AREAS WITH A TACKIFIER VIA HYDROSEED
- B) TRACKING STRAW PERPENDICULAR TO SLOPES
- C) INSTALLING A LIGHT-WEIGHT, TEMPORARY EROSION CONTROL BLANKET

Legend

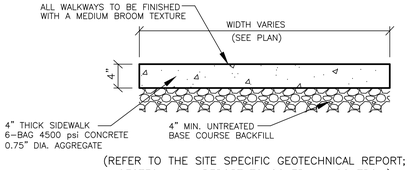
SW LAT	= PROPOSED SECONDARY WATER LATERAL		= PROPOSED WATER METER
LD LAT	= PROPOSED LAND DRAIN LATERAL		= EXISTING WATER METER
W LAT	= PROPOSED WATER LATERAL		= PROPOSED REDUCER
SS LAT	= PROPOSED SEWER LATERAL		= EXISTING REDUCER
W/S	= PROPOSED CULINARY WATER LINE		= PROPOSED CATCH BASIN
EX.W	= EXISTING CULINARY WATER LINE		= EXISTING CATCH BASIN
SW/S	= PROPOSED SECONDARY WATER LINE		= PLUG W/ 2" BLOW-OFF
EX.SW	= EXISTING SECONDARY WATER LINE		= STREET LIGHT
SS/S	= PROPOSED SANITARY SEWER LINE		= SIGN
EX.SS	= EXISTING SANITARY SEWER LINE		= POWER POLE
SD/LD	= PROPOSED STORM DRAIN LINE	BFE	= BASEMENT FLOOR ELEVATION
EX.SD	= EXISTING STORM DRAIN LINE	BLDG	= BUILDING
LD/S	= PROPOSED LAND DRAIN LINE	BOS	= BOTTOM OF STAIRS
EX.LD	= EXISTING LAND DRAIN LINE	BOW	= BOTTOM OF WALL
RR/IR	= PROPOSED IRRIGATION LINE	BP	= BEGINNING POINT
EX.IRR	= EXISTING IRRIGATION LINE	C&G	= CURB & GUTTER
	= EXISTING FENCE LINE	CB	= CATCH BASIN
	= PROPOSED FENCE LINE	CF	= CUBIC FEET
	= DRAINAGE SWALE	CFS	= CUBIC FEET PER SECOND
OHP	= OVERHEAD POWER LINE	EP	= ENDING POINT
	= PROPOSED FIRE HYDRANT	FF	= FINISH FLOOR
	= EXISTING FIRE HYDRANT	FFE	= FINISH FLOOR ELEVATION
	= PROPOSED MANHOLE	FG	= FINISHED GRADE
	= EXISTING MANHOLE	FH	= FIRE HYDRANT
	= PROPOSED SEWER CLEAN-OUT	FL	= FLOW LINE
	= PROPOSED GATE VALVE	GB	= GRADE BREAK
	= EXISTING GATE VALVE	INV	= INVERT
	= PLUG & BLOCK	LF	= LINEAR FEET
	= AIR VAC ASSEMBLY	NG	= NATURAL GRADE
	= DUAL SECONDARY METER	OHP	= OVERHEAD POWER

ROW	= RIGHT-OF-WAY	
SD	= STORM DRAIN	
SS	= SANITARY SEWER	
TBC	= TOP BACK OF CURB	
TOA	= TOP OF ASPHALT	
TOC	= TOP OF CONCRETE	
TOFF	= TOP OF FINISHED FLOOR	
TOS	= TOP OF STAIRS	
TOW	= TOP OF WALL	
TSW	= TOP OF SIDEWALK	
UGP	= UNDERGROUND POWER	
W	= CULINARY WATER	
WM	= WATER METER	
	= EXISTING ASPHALT PAVEMENT	
	= PROPOSED ASPHALT PAVEMENT	
	= PROPOSED CONCRETE	
	= PROPOSED GRAVEL/RIPRAP	
4800	= EXISTING CONTOUR GRADE	
4800	= PROPOSED CONTOUR GRADE	
PC	= POINT OF CURVATURE	
PP	= POWER/UTILITY POLE	
PRC	= POINT OF RETURN CURVATURE	
PT	= POINT OF TANGENCY	
PUE	= PUBLIC UTILITY EASEMENT	
RCP	= REINFORCED CONCRETE PIPE	
RIM	= RIM OF MANHOLE	



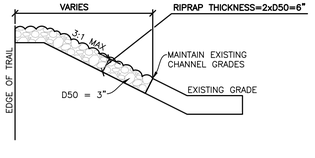
24' On-Site 'L' Type Curb & Gutter
SCALE: NONE

6' Trail
SCALE: NONE

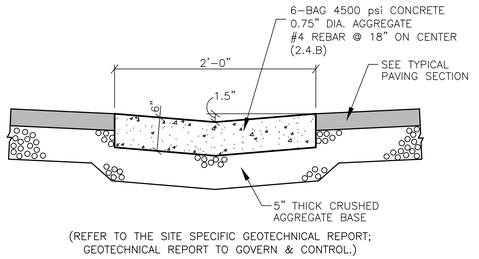


(REFER TO THE SITE SPECIFIC GEOTECHNICAL REPORT; GEOTECHNICAL REPORT TO GOVERN & CONTROL.)

Concrete Walkway
SCALE: NONE

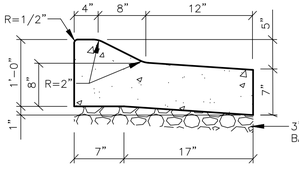


Rip-Rap Detail
SCALE: NONE

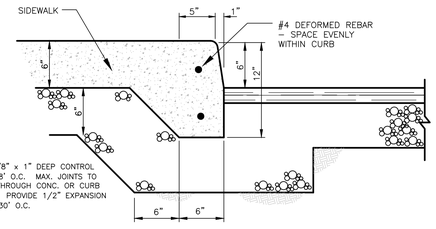


(REFER TO THE SITE SPECIFIC GEOTECHNICAL REPORT; GEOTECHNICAL REPORT TO GOVERN & CONTROL.)

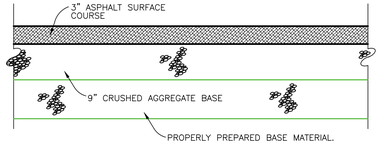
2' Concrete Waterway
SCALE: NONE



24"Outfall Mountable Curb & Gutter (Private)
SCALE: NONE

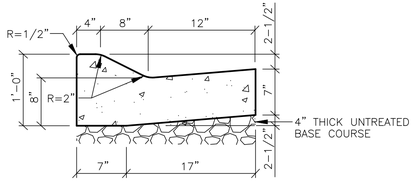


Curb/Sidewalk Turndown Detail
SCALE: NONE



(REFER TO THE SITE SPECIFIC GEOTECHNICAL REPORT; GEOTECHNICAL REPORT TO GOVERN & CONTROL.)

Typical On-Site Asphalt Paving (Private)
SCALE: NONE



24"Mountable Curb & Gutter (Private)
SCALE: NONE

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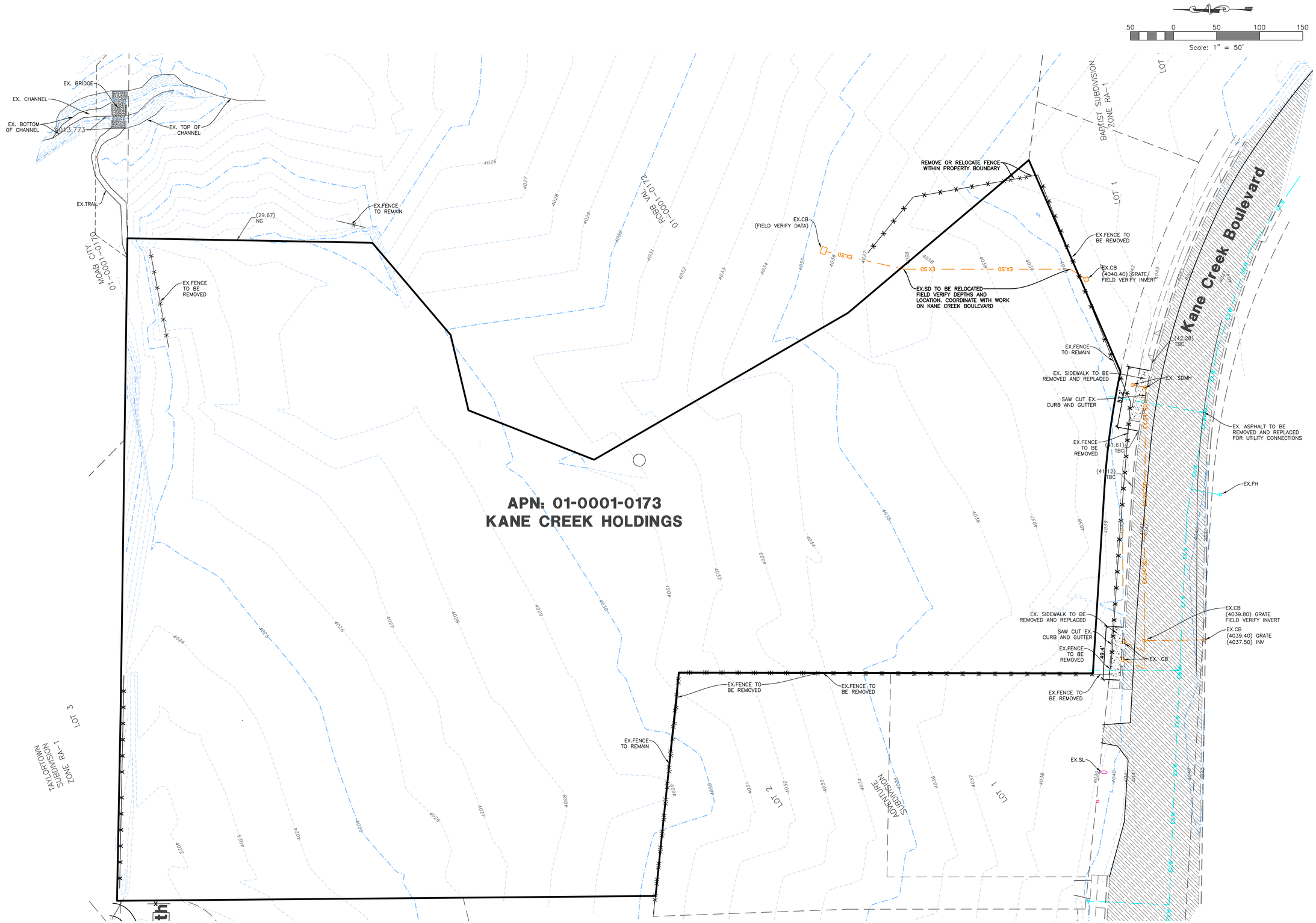
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS
5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 www.reeve.co

REVISIONS

DATE	DESCRIPTION	
05-30

Reeve & Associates, Inc. - Solutions You Can Build On



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REVISIONS

DATE		DESCRIPTION
05-30-23	CK	Updated Layout
07-21-23	CK	Updated Layout
10-17-23	CK	Updated Layout
03-19-24	CK	City Comments
04-04-24	CK	Unit Numbers
06-18-24	ZD	City Comments
07-31-24	CK	Lift Station
10-01-24	CK	City Comments

Blue Bison Villas

MOAB CITY, GRAND COUNTY, UTAH

Existing Site & Demolition Plan

REGISTERED PROFESSIONAL ENGINEER
5338480
JEREMY A. DRAPER
10/01/2024
STATE OF UTAH

Project Info.

Engineer: JEREMY A. DRAPER, P.E.
Drafter: C. KINGSLEY
Begin Date: JUNE 2022
Name: BLUE BISON VILLAGE
Number: 7650-02

3
26 Total Sheets

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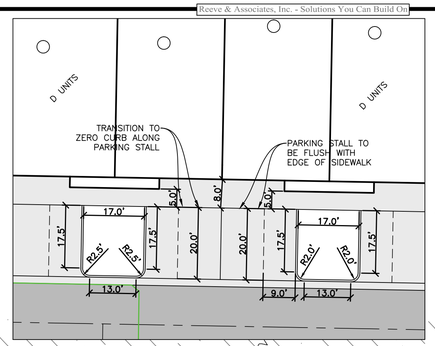


D-UNIT DRIVE AND PARKING TYP.

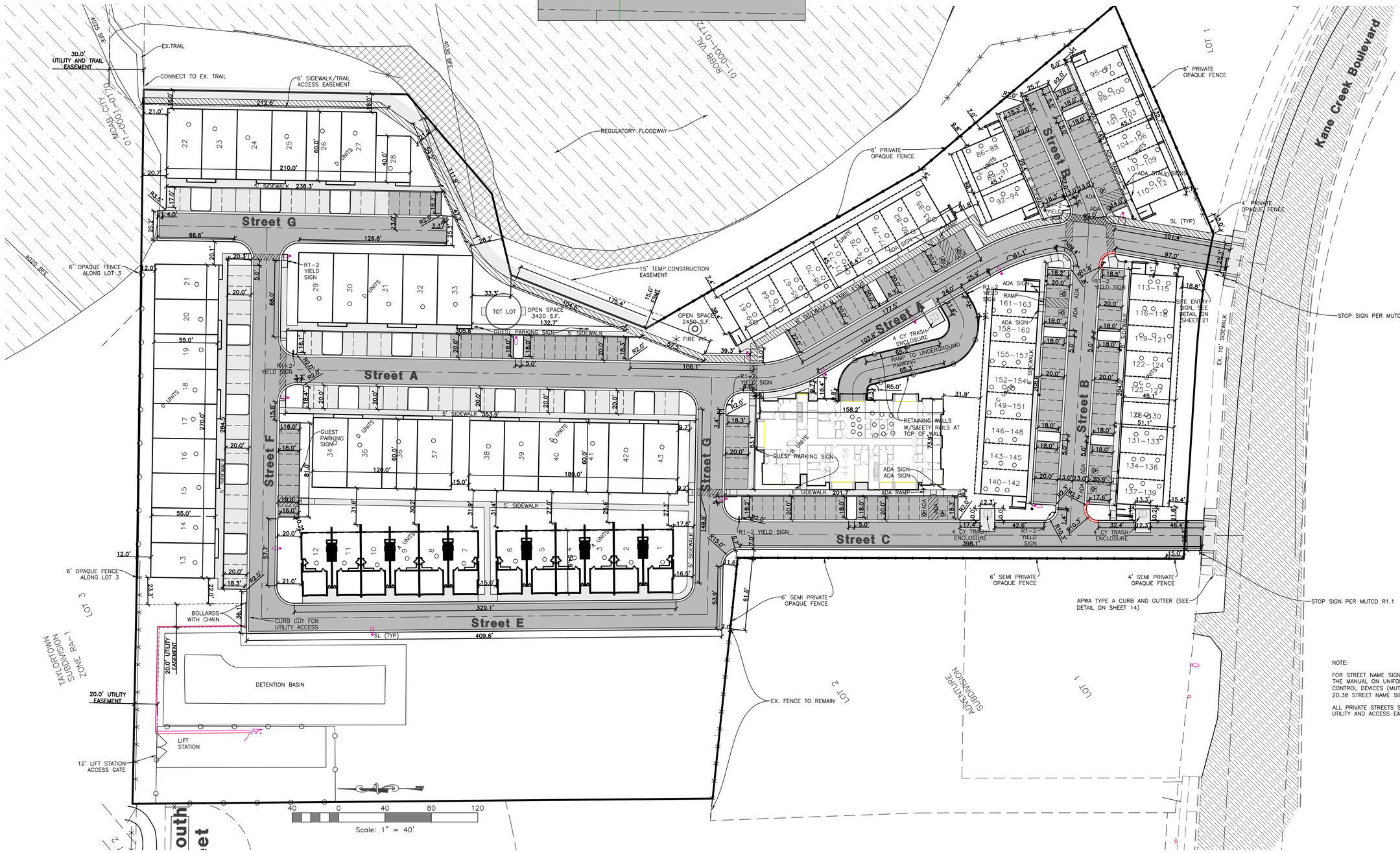
20 0 20 40 60

Scale: 1" = 20'

= OUTFALL CURB

= ZONE AE--FLOODWAY

= ZONE AE



NOTE:

FOR STREET NAME SIGNS REFERENCE THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SECTION 2D.38 STREET NAME SIGN (D3-1)

ALL PRIVATE STREETS SHALL BE PUBLIC UTILITY AND ACCESS EASEMENTS

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REVISIONS

DATE	DESCRIPTION
05-30-23 CK	Updated Layout
07-21-23 CK	Updated Layout
10-17-23 CK	Updated Layout
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04-04-24 CK	Unit Numbers
06-18-24 ZD	City Comments
07-31-24 CK	Lift Station
10-01-24 CK	City Comments

Blue Bison Villas

MOAB CITY, GRAND COUNTY, UTAH

Proposed Site Plan

5338480
JEREMY A. DRAPER
10/01/2024
REGISTERED PROFESSIONAL ENGINEER
STATE OF UTAH

Project Info.

Engineer: JEREMY A. DRAPER, P.E.
Drafter: C. KINGSLEY
Begin Date: JUNE 2022
Name: BLUE BISON VILLAGE
Number: 7650-02

4
26 Total Sheets

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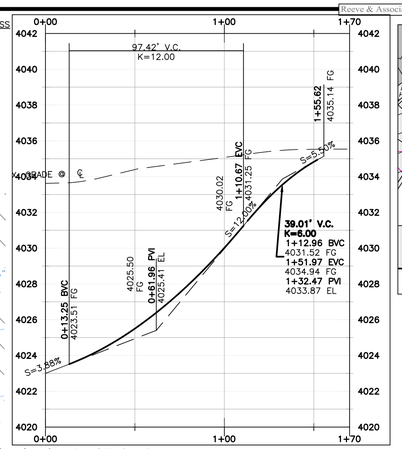
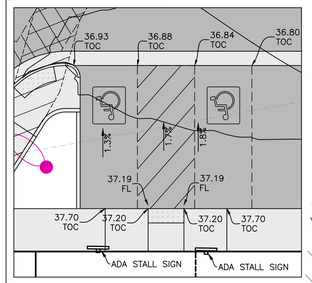
= REGULATORY FLOOD PLANE

= OUTFALL CURB

= ZONE AE

PARKING GARAGE ACCESS
SCALE: 1:40





ADA DETAIL A
SCALE: 1:10

40 0 40 80 120
Scale: 1" = 40'

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Blue Bison Villas

MOAB CITY, GRAND COUNTY, UTAH

Grading & Drainage Plan

5338480
JEREMY A. DRAPER
10/01/2024
REGISTERED PROFESSIONAL ENGINEER
STATE OF UTAH

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STAGE STORAGE TABLE

ELEV	AREA (sq. ft.)	DEPTH (ft)	CONIC INC. VOL. (cu. ft.)	CONIC TOTAL VOL. (cu. ft.)	
4,016.70	0.00	N/A	N/A	0.00	BOTTOM
4,017.00	1,935.11	0.30	193.51	193.51	
4,018.00	6,986.75	1.00	4199.61	4393.12	
4,019.00	8,496.15	1.00	7729.16	12122.28	
4,020.00	10,109.21	1.00	9291.00	21413.28	
4,021.00	11,835.40	1.00	10960.97	32374.25	
4,021.50	12,722.16	0.50	6138.06	38512.31	HIGH WATER
4,022.00	13,629.56	0.50	6586.63	45098.94	
4,022.50	14,806.18	0.50	2666.73	47765.67	TOP

Hydrograph Report

Project Name: Blue Bison Village

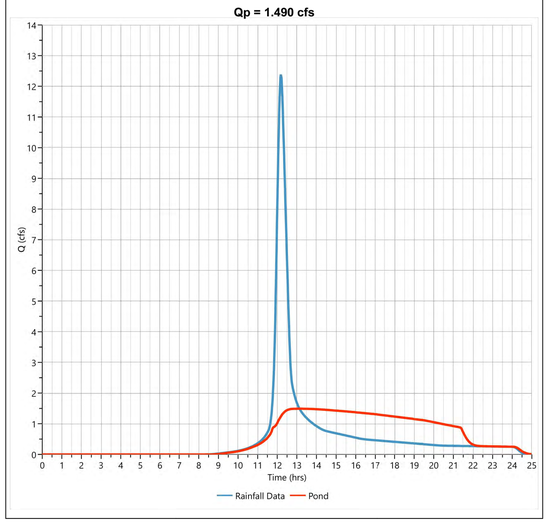
Hydrology Studio v 3.0.0.33

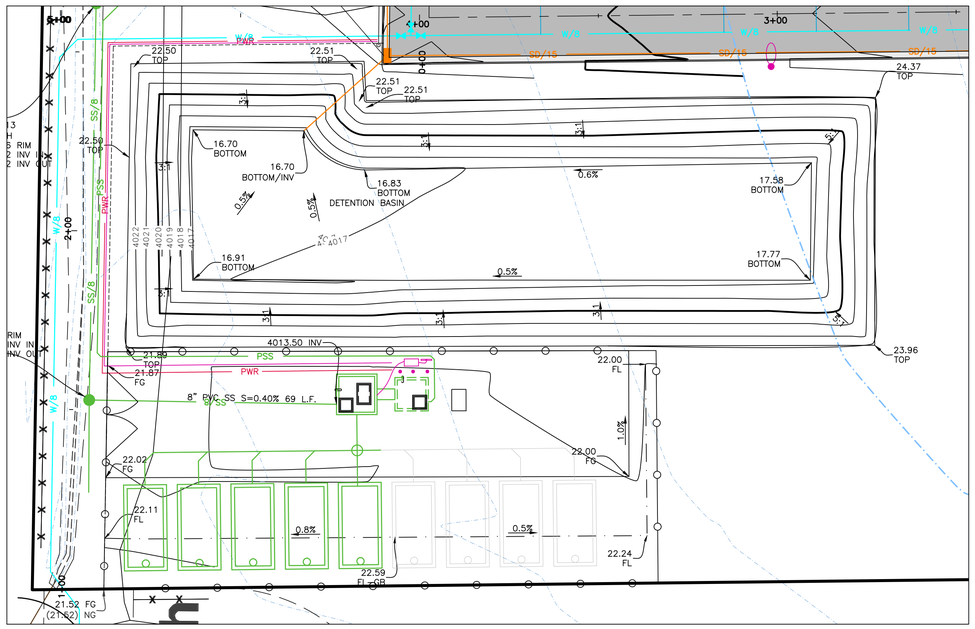
09-18-2024

Pond **Hyd. No. 2**

Hydrograph Type	= Pond Route	Peak Flow	= 1.490 cfs
Storm Frequency	= 100-yr	Time to Peak	= 13.13 hrs
Time Interval	= 1 min	Hydrograph Volume	= 49,647 cuft
Inflow Hydrograph	= 1 - Rainfall Data	Max. Elevation	= 4020.06 ft
Pond Name	= Detention Basin	Max. Storage	= 22,129 cuft

Pond Routing by Storage Indication Method *Center of mass detention time = 2.43 hrs*





DETAIL E

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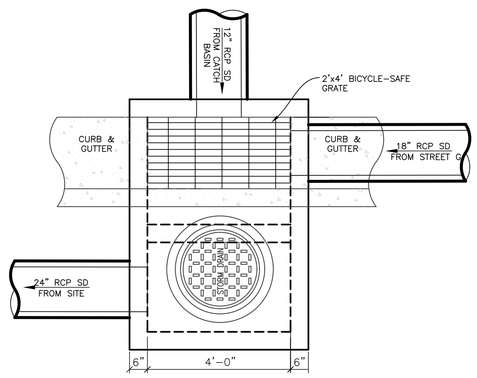
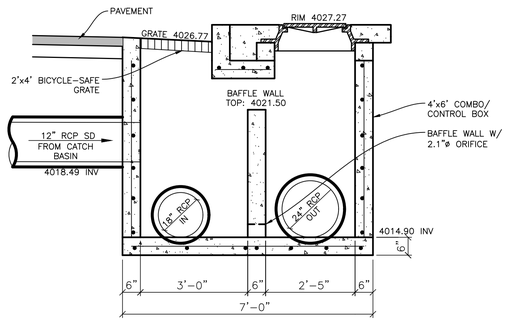
Scale: 1" = 40'



Plan



Section

Control Combo Box

NOT TO SCALE

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Blue Bison Villas

MOAB CITY, GRAND COUNTY, UTAH

Grading & Drainage Details

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5338480
JEREMY A. DRAPER
10/01/2024
STATE OF UTAH

Project Info.

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Drafter: C. KINGSLEY
Begin Date: JUNE 2022
Name: BLUE BISON VILLAGE
Number: 7650-02

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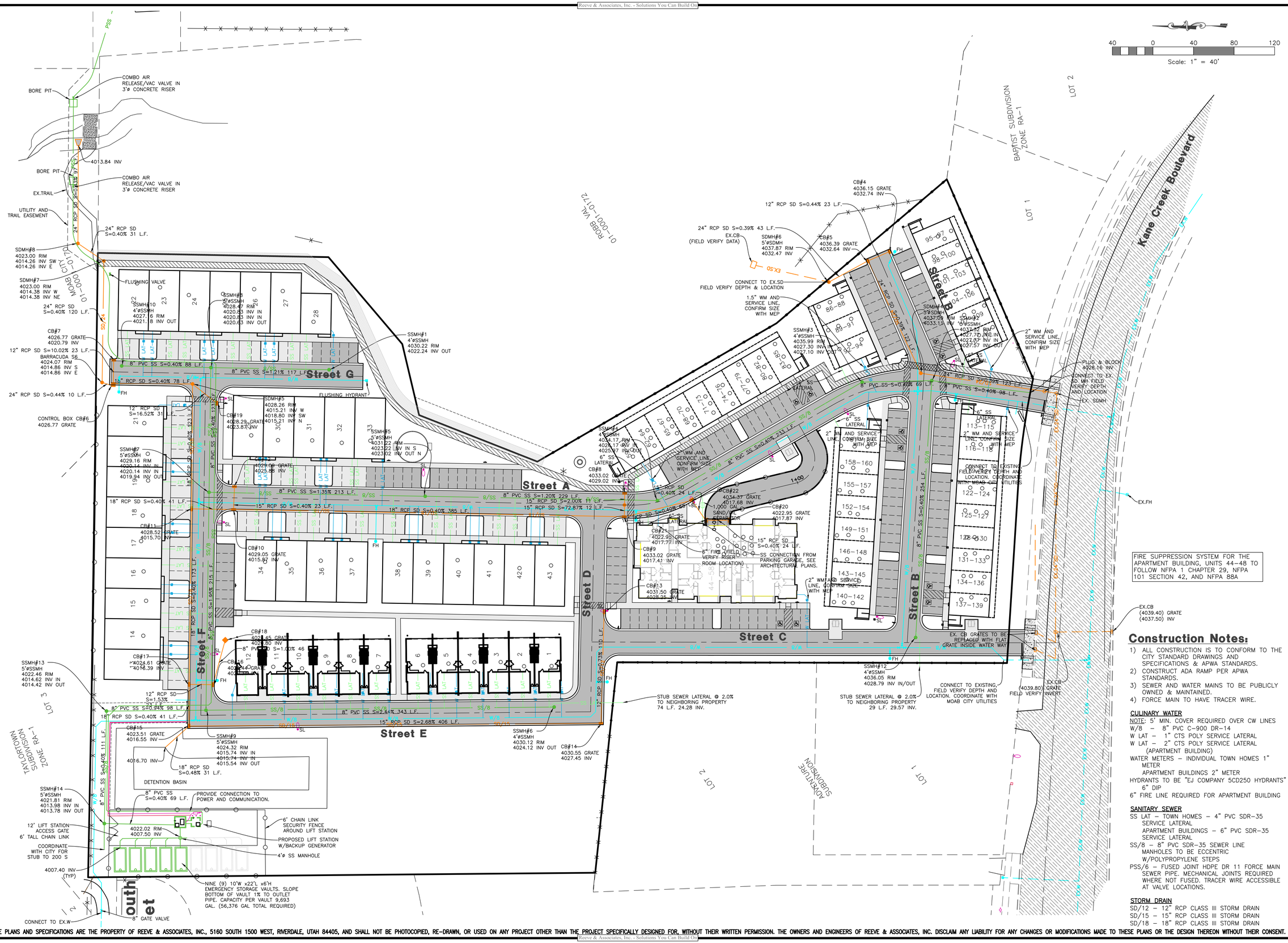

Construction Notes:

1) ALL CONSTRUCTION IS TO CONFORM TO THE CITY STANDARD DRAWINGS AND SPECIFICATIONS & APWA STANDARDS.
2) CONSTRUCT ADA RAMP PER APWA STANDARDS.
3) SEWER AND WATER MAINS TO BE PUBLICLY OWNED & MAINTAINED.
4) FORCE MAIN TO HAVE TRACER WIRE.

CULINARY WATER

NOTE: 5' MIN. COVER REQUIRED OVER CW LINES
W/8 – 8" PVC C-900 DR-14
W LAT – 1" CTS POLY SERVICE LATERAL
W LAT – 2" CTS POLY SERVICE LATERAL (APARTMENT BUILDING)
WATER METERS – INDIVIDUAL TOWN HOMES 1" METER
APARTMENT BUILDINGS 2" METER
HYDRANTS TO BE "EJ COMPANY 5CD250 HYDRANTS"
6" DIP
6" FIRE LINE REQUIRED FOR APARTMENT BUILDING

SANITARY SEWER

SS LAT – TOWN HOMES – 4" PVC SDR-35 SERVICE LATERAL
APARTMENT BUILDINGS – 6" PVC SDR-35 SERVICE LATERAL
SS/8 – 8" PVC SDR-35 SEWER LINE MANHOLES TO BE ECCENTRIC W/POLYPROPYLENE STEPS
PSS/6 – FUSED JOINT HDPE DR 11 FORCE MAIN SEWER PIPE. MECHANICAL JOINTS REQUIRED WHERE NOT FUSED. TRACER WIRE ACCESSIBLE AT VALVE LOCATIONS.

STORM DRAIN

SD/12 – 12" RCP CLASS III STORM DRAIN
SD/15 – 15" RCP CLASS III STORM DRAIN
SD/18 – 18" RCP CLASS III STORM DRAIN

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Blue Bison Villas

MOAB CITY, GRAND COUNTY, UTAH

Utility Plan

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MATERIALS:

1. THE CASING PIPE SHALL BE WELDED STEEL PIPE CONFORMING TO ASTM DESIGNATION A-139, GRADE A. PIPE WALL THICKNESS SHALL BE A MINIMUM OF POINT THREE SEVEN FIVE INCHES (0.375") OR AS SHOWN ON THE DRAWINGS.
2. END SEALS SHALL BE MANUFACTURED END SEALS, CONCRETE PLUGS WITH ALLOWANCES FOR WATER FLOW, OR BRICK SHALL BE IN ACCORDANCE WITH ASTM C 32, GRADE SS OR SM AND MORTAR IN ACCORDANCE WITH ASTM C 270.
3. SAND FILL SHALL COMPLY WITH ASTM C 33, FINE AGGREGATE. MOISTURE CONTENT OF THE SAND SHALL NOT EXCEED 0.5%.

CONSTRUCTION METHODS:

1. PRIOR TO STARTING WORK, COMPLETE DETAILS OF THE METHODS AND THE CASING MATERIAL TO BE USED SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL.
2. THE STEEL PIPE CASING SHALL BE JACKED UNDER THE AQUEDUCT USING METHODS SUBMITTED TO AND APPROVED BY THE ENGINEER FOR REVIEW PRIOR TO STARTING. INSTALLATION OF THE STEEL CASING SHALL BE ADVANCED IN A CONTINUOUS OPERATION WITHOUT INTERRUPTION.
3. SECTIONS OF THE CASING PIPE SHALL BE WELDED TOGETHER TO FORM A CONTINUOUS CONDUIT CAPABLE OF RESISTING ALL STRESSES INCLUDING JACKING STRESSES. THE CASING IN ITS FINAL POSITION SHALL BE WITHIN ALIGNMENT AND GRADE TOLERANCES SPECIFIED. THERE SHALL BE NO SPACE BETWEEN THE EARTH AND THE OUTSIDE OF THE CASING. ANY VOIDS WHICH DO OCCUR SHALL BE FILLED BY PRESSURE GROUTING.
4. BORING OPERATIONS SHALL BE PERFORMED BY EXPERIENCED CREWS USING A ROTARY TYPE BORING MACHINE DESIGNED ESPECIALLY FOR THIS PURPOSE. BORING SHALL BE PERFORMED IN A MANNER TO PREVENT DISTURBING THE OVERLYING AND ADJACENT MATERIALS.
5. THE PIPE INTERIOR SHALL BE COMPLETELY EXCAVATED AND CLEANED PRIOR TO INSTALLATION OF THE CARRIER PIPE. INSTALLATION SHALL BE INSTALLED PER APPROVED DETAILS. ALL REQUIRED APPROACH TRENCHES OR WORKING PITS SHALL BE EXCAVATED AND SHORED AS REQUIRED BY BEST CONSTRUCTION PRACTICES. PROVISIONS SHALL BE MADE FOR A DRAIN SUMP IN ONE CORNER OF THE WORKING PIT TO ALLOW FOR THE ACCUMULATION AND PUMPING OF SEEPAGE WATER, IF GROUND WATER IS EXPECTED TO BE ENCOUNTERED.
6. CONTROL AND DISPOSITION OF SURFACE AND SUBSURFACE WATER AT THE SITE OF JACKING OPERATIONS SHALL BE THE CONTRACTOR'S RESPONSIBILITY. EXCAVATION AT THE HEADING SHALL NOT BE EXTENDED MORE THAN 1 INCH OUTSIDE THE TOP AND SIDES (UPPER 300-DEGREE SECTOR) OF THE CASING AND SHALL BE TRUE TO GRADE AT THE INVERT (LOWER 60DEGREE SECTOR). ONCE JACKING BEGINS, IT SHALL PROCEED WITHOUT INTERRUPTION UNTIL INSTALLATION OF THE ENTIRE LENGTH OF THE JACKED CASING IS COMPLETE.
7. JACKING FRAME, GUIDES, BLOCKING, HEAD, AND REACTION DEVICES SHALL BE ARRANGED TO APPLY UNIFORM PRESSURE ABOUT THE CASING CIRCUMFERENCE WITHOUT DAMAGE TO THE CASING MATERIAL, AND TO MAINTAIN ALIGNMENT WITHIN SPECIFIED TOLERANCES. JACKING REACTION DEVICE SHALL PROVIDE ADEQUATE RESISTANCE TO WITHSTAND 200 PERCENT OF THE MAXIMUM JACKING PRESSURE. PROVIDE JACKS OF ADEQUATE NUMBER AND SIZE FOR THE REQUIRED JACKING PRESSURE; BUT NOT LESS THAN TWO JACKS.
8. TOP OF THE AQUEDUCT MUST BE EXPOSED AT CROSSING LOCATION, AND THAT A WEBER BASIN REPRESENTATIVE MUST BE PRESENT, PRIOR TO INSTILLATION AND DURING INSTILLATION, ALSO, PE FROM DEVELOPERS ENGINEER MUST BE PRESENT TO CERTIFY THE CASING AND IT'S INSTILLATION WILL CLEAR THE AQUEDUCT BY 24-INCHES, PRIOR TO PUSHING CASING UNDER THE AQUEDUCT..

EXCAVATION IN JACKED CASINGS:

1. PERFORM EXCAVATION WITHIN JACKED CASINGS BY HAND OR MACHINE METHODS AS NECESSARY TO REMOVE THE MATERIALS ENCOUNTERED WITHOUT DISTURBING THE OVERLYING MATERIAL. THE JACKED CASING SHALL BE ADVANCED A SUFFICIENT DISTANCE AHEAD OF THE EXCAVATION FACE AND/OR SHIELD USED AS NECESSARY TO PROTECT THE WORKMAN AND THE WORK, AND TO PREVENT THE UNCONTROLLED ENTRY OF UNSTABLE MATERIALS INTO THE CASING.
2. UNSTABLE MATERIALS: IF MATERIALS ARE ENCOUNTERED DURING CASING INSTALLATION THAT CANNOT BE EXCAVATED SAFELY OR WITHOUT CREATING VOIDS AROUND THE EXTERIOR OF THE CASING, THE CONTRACTOR SHALL DISCONTINUE CASING INSTALLATION AND STABILIZE SUCH MATERIALS BY DEWATERING, CHEMICAL SOIL STABILIZATION, GROUTING, OR OTHER METHODS, AND/OR MODIFY EQUIPMENT AND PROCEDURES AS NECESSARY TO COMPLETE THE CASING INSTALLATION.
3. LINE AND GRADE: CASINGS SHALL BE INSTALLED ACCURATELY TO THE LINE AND GRADE SHOWN ON THE DRAWINGS. CASINGS SHALL BE INSTALLED TO GRADE WITH SUFFICIENT ACCURACY TO PERMIT INSTALLATION OF THE CARRIER PIPE TO THE DESIGN GRADE SHOWN ON THE DRAWINGS OR TO THE COVER DEPTH REQUIRED. THE ENGINEER WILL PROVIDE BASE LINES AND BENCHMARKS AT EACH CASING LOCATION. INSTRUMENT CHECKS OF THE LINE AND GRADE SHALL BE MADE BY THE CONTRACTOR AT INTERVALS SUFFICIENT TO MAINTAIN THE CASING ON LINE AND GRADE.

THE MAXIMUM ALLOWABLE DEVIATION FROM INDICATED ALIGNMENT AND GRADE SHALL BE AS FOLLOWS.

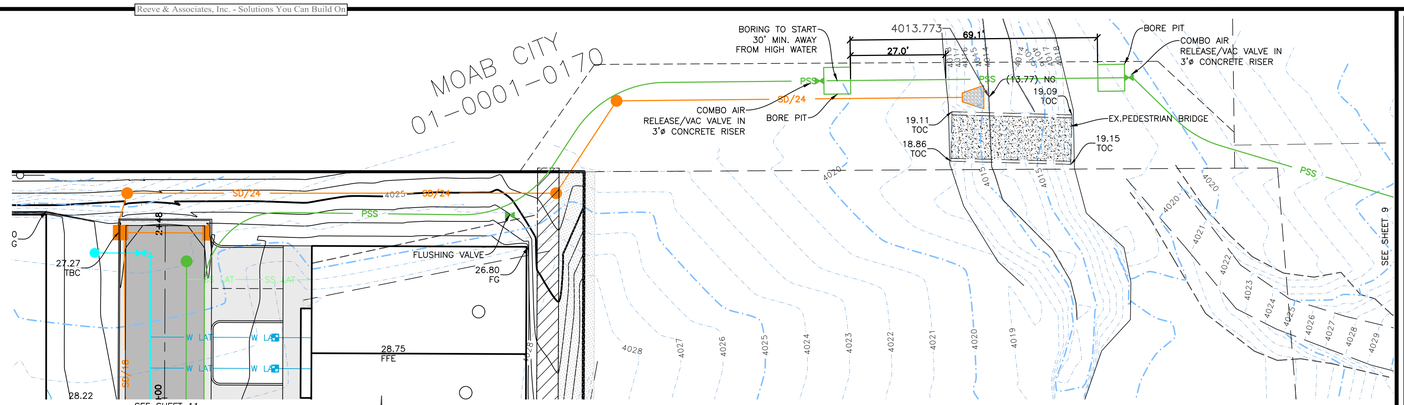
ALIGNMENT: 1%
GRADE: 1%

CARRIER PIPE INSTALLATION THROUGH CASINGS:

THE CARRIER PIPE SHALL BE INSTALLED TO THE GRADE SHOWN ON THE DRAWINGS. CASING INSULATORS OR CHOCKS SHALL BE FASTENED TO THE CARRIER PIPE AS PER THE MANUFACTURER'S RECOMMENDATIONS. METAL COMPONENTS OF THE INSULATORS OR CHOCKS SHALL BE MANUFACTURED FROM 14 GA. STEEL, HOT ROLLED AND PICKLED AND PLASTIC COATED OR TYPE 304(18-8) STAINLESS STEEL. THE LINER SHALL BE POLYVINYL CHLORIDE OR NEOPRENE RUBBER WITH ANTIOXIDANT AND ANTIOZONANT PROPERTIES FOR EXTENDED SERVICE LIFE. RUNNERS SHALL BE GLASS-REINFORCED PLASTIC OR UHMW POLYETHYLENE. RUNNERS SHALL HAVE HIGH ABRASION RESISTANCE AND A LOW FRICTION COEFFICIENT. FOLLOWING INSTALLATION OF THE CARRIER PIPE THE ANNULAR SPACE BETWEEN THE INSIDE OF THE CASING AND THE OUTSIDE OF THE CARRIER PIPE SHALL BE BLOWN FULL OF SAND. THE SANDING OPERATION SHALL BE CARRIED OUT SUCH THAT SAND IS PLACED IN THE CENTER OF THE CASING FIRST AND THE ANNULAR SPACE FILLED AS THE PLACING PIPE IS WITHDRAWN. THE DEVELOPER/CONTRACTOR SHALL NOT BE ALLOWED TO WASH SAND IN FROM THE END OF THE CASING.

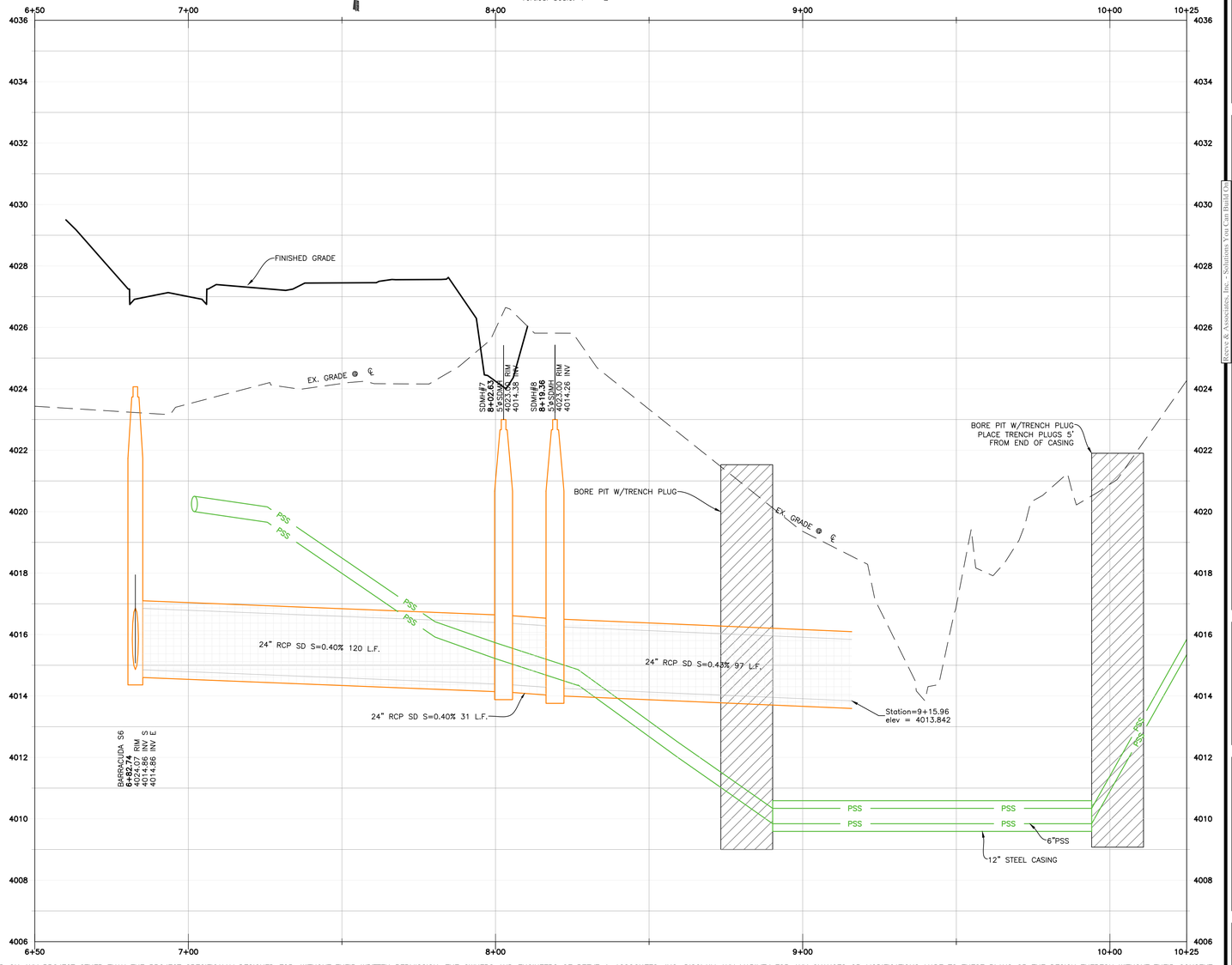
SEWER PIPE INSTALLATION:

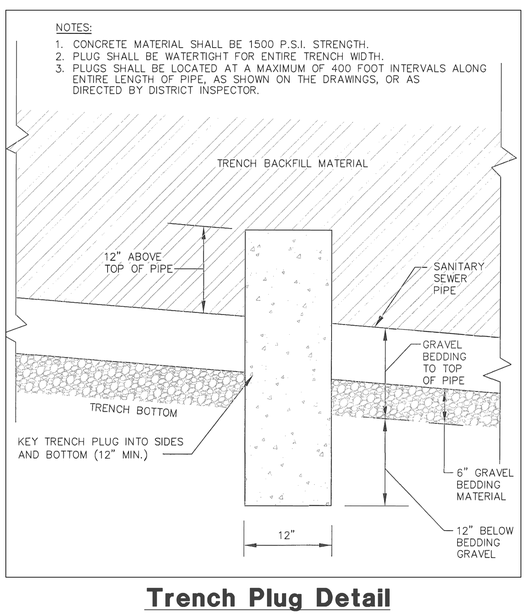
PIPE SHALL BE PLACED INSIDE THE CASING TO THE INDICATED LINE AND GRADE BY THE USE OF WOOD SKIDS OR OTHER EQUIVALENT METHODS. THE WOOD SHALL BE PRESSURE-TREATED WITH A PRESERVATIVE IN ACCORDANCE WITH ASTM D 1760. CUT SURFACES SHALL BE GIVEN 2 HEAVY BRUSH COATS OF THE SAME PRESERVATIVE. THE WOOD SKIDS SHALL BE SECURELY FASTENED TO THE SEWER PIPE WITH STEEL STRAPS. 2. 3. END SEALS SHALL BE CONSTRUCTED AFTER THE SEWER PIPE IS INSTALLED AND APPROVED. THE ANNULAR SPACE BETWEEN THE CASING AND SEWER PIPE SHALL BE FILLED WITH SAND BLOWN IN SO THAT ALL SPACE IS FILLED WITHOUT DISTURBING THE ALIGNMENT AND GRADE OF THE SEWER PIPE. ALTERNATIVE METHODS MAY BE SUBMITTED FOR APPROVAL BY THE ENGINEER.



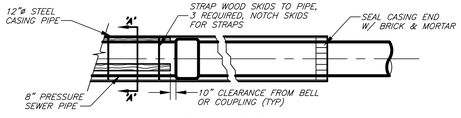
Utility Outfall 5+00.00 - 9+50.00

Horizontal Scale: 1" = 20'
Vertical Scale: 1" = 2'





Profile



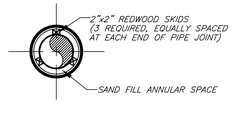
Bore & Jack Detail

SCALE: NONE

Casing Detail

Trench Plug Detail

NOTES:
1. PRESSURE GROUT THE SPACE OUTSIDE THE STEEL CASING TO FILL ANY VOIDS CAUSED WHEN CASING IS JACKED.
2. PIPE CASING TO BE LAID TRUE TO LINE AND GRADE WITH NO CHANGES IN GRADE FOR THE FULL LENGTH OF THE CASING.



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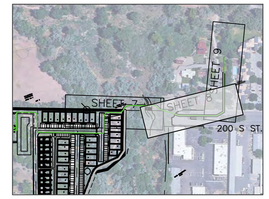
Key Map

NOT TO SCALE



SS Outfall 9+50.00 - 14+30.38

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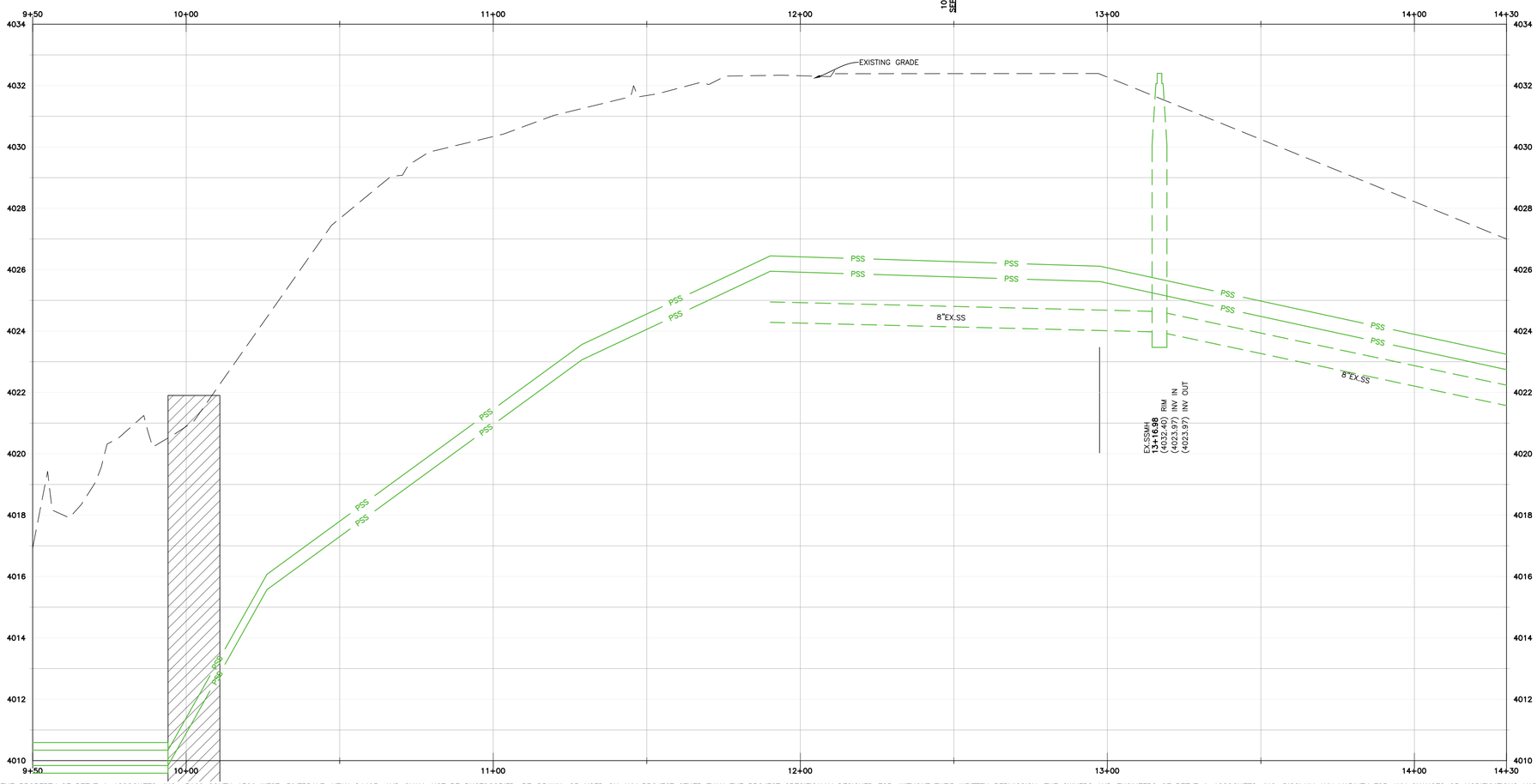

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10-01-24 CK	City Comments

Blue Bison Villas

MOAB CITY, GRAND COUNTY, UTAH

SS Outfall 9+50.00 - 14+30.38

REGISTERED PROFESSIONAL ENGINEER
5338480
JEREMY A. DRAPER
10/01/2024
STATE OF UTAH

Project Info.

Engineer: JEREMY A. DRAPER, P.E.
Drafter: C. KINGSLEY
Begin Date: JUNE 2022
Name: BLUE BISON VILLAGE
Number: 7650-02

9
26 Total Sheets

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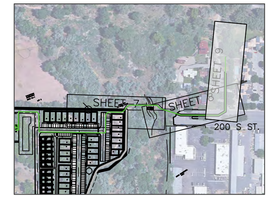

SS Outfall 14+30.38 - 15+82.93

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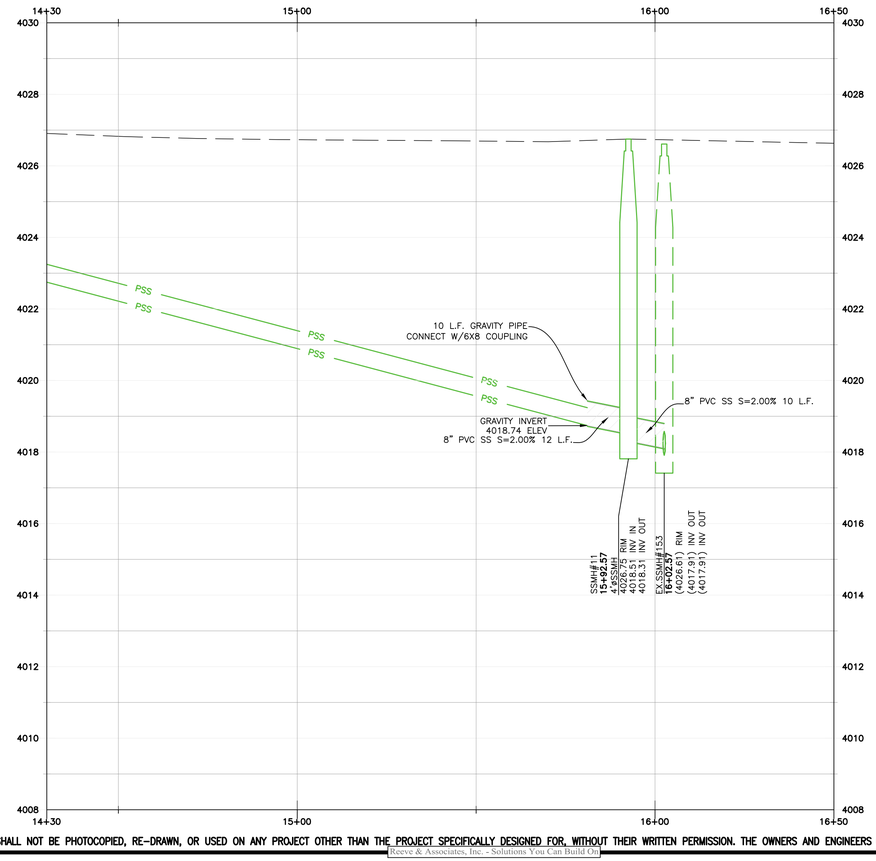

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Blue Bison Villas

MOAB CITY, GRAND COUNTY, UTAH

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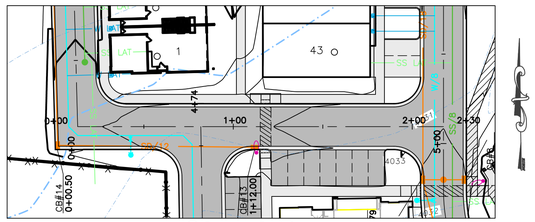

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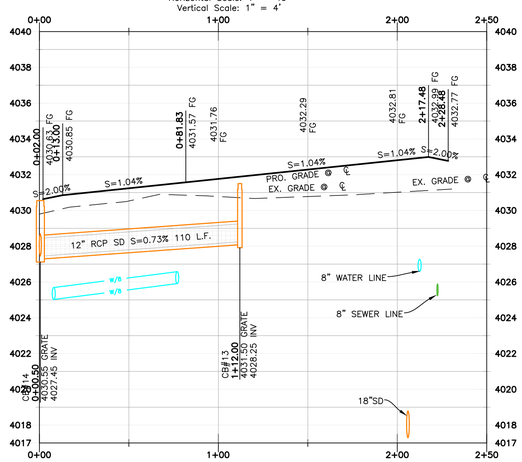

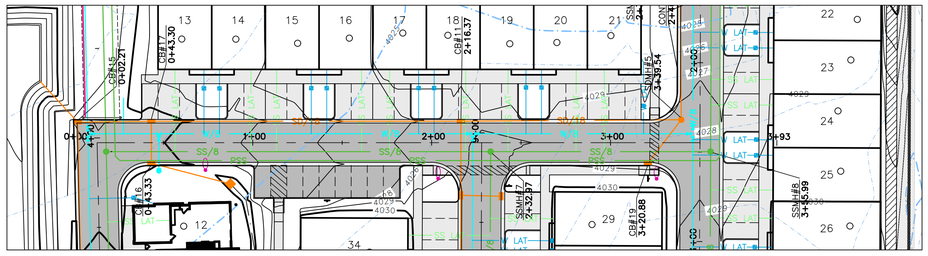

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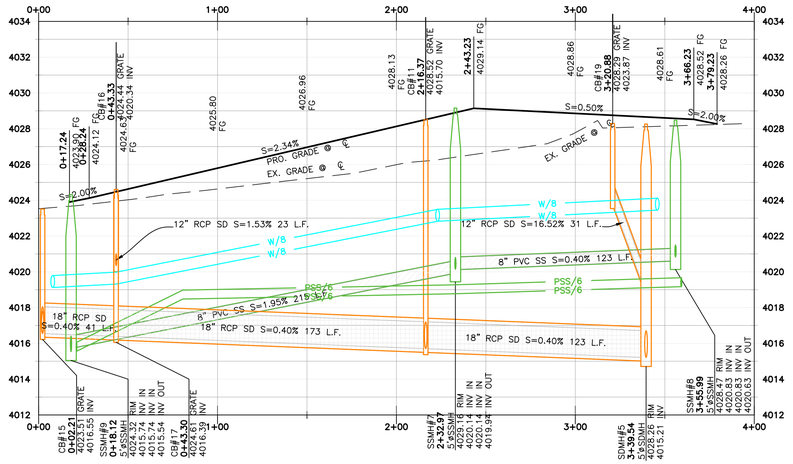

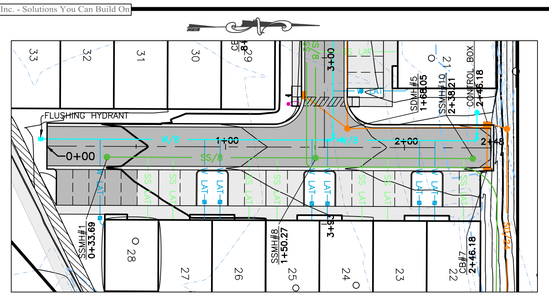

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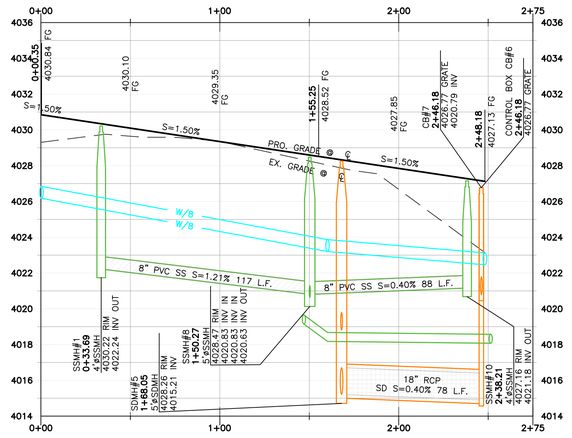

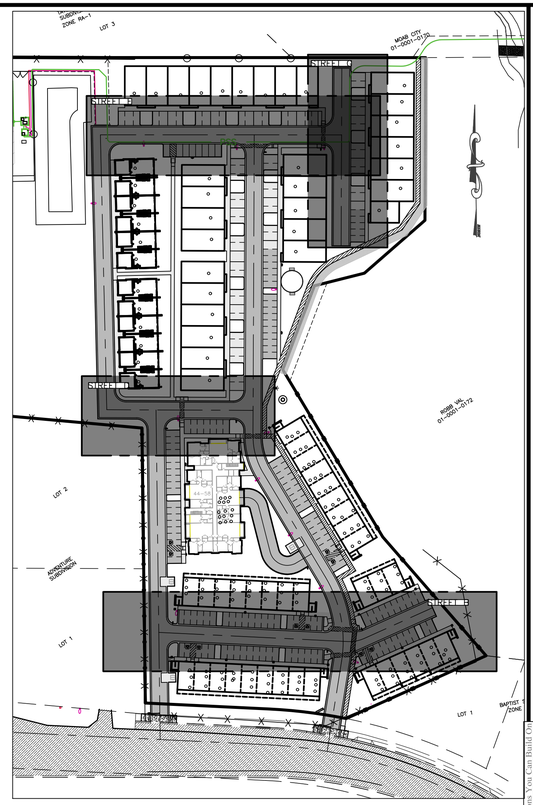

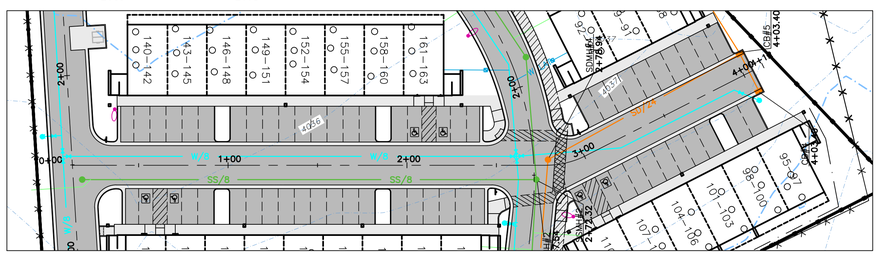

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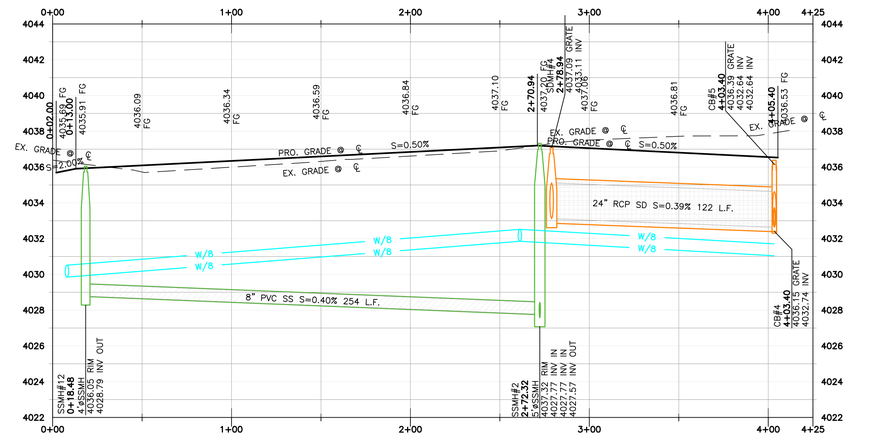

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Blue Bison Villas

MOAB CITY, GRAND COUNTY, UTAH

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10/01/2024
STATE OF UTAH

Project Info.

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Drafter: C. KINGSLEY
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Name: BLUE BISON VILLAGE
Number: 7650-02

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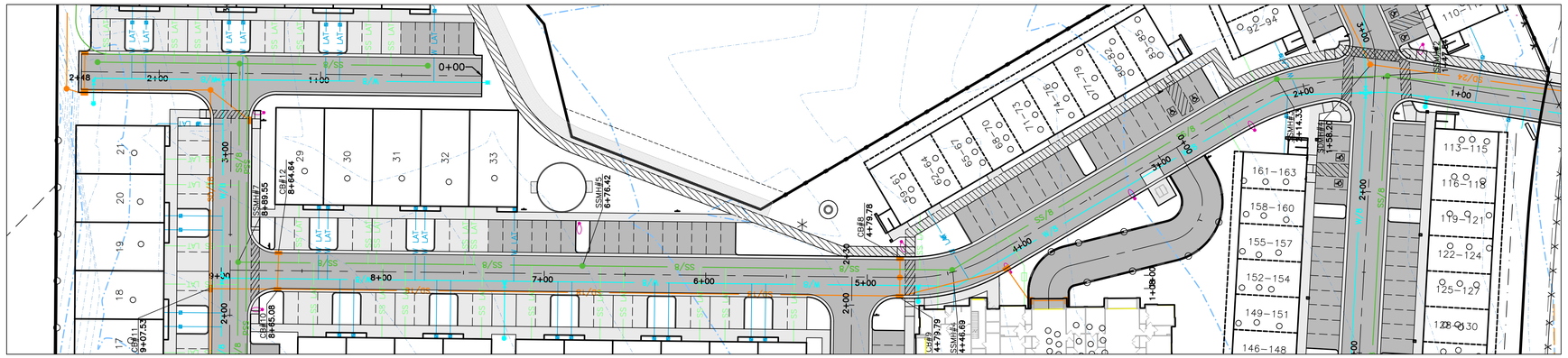

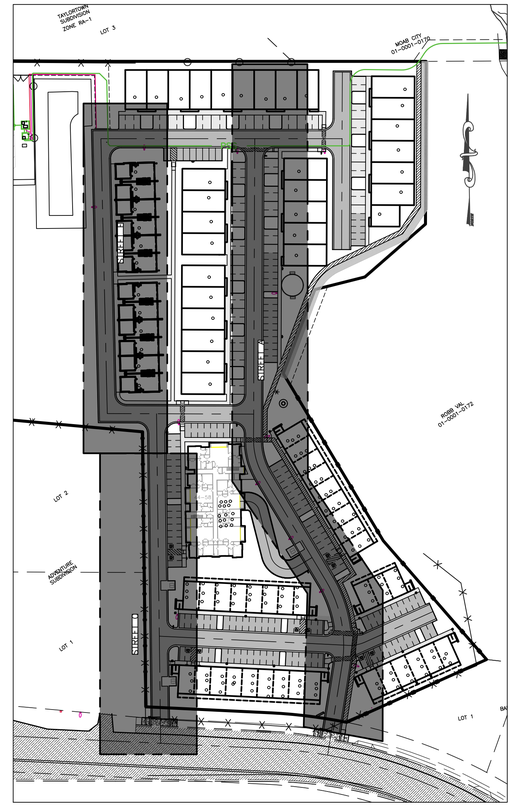

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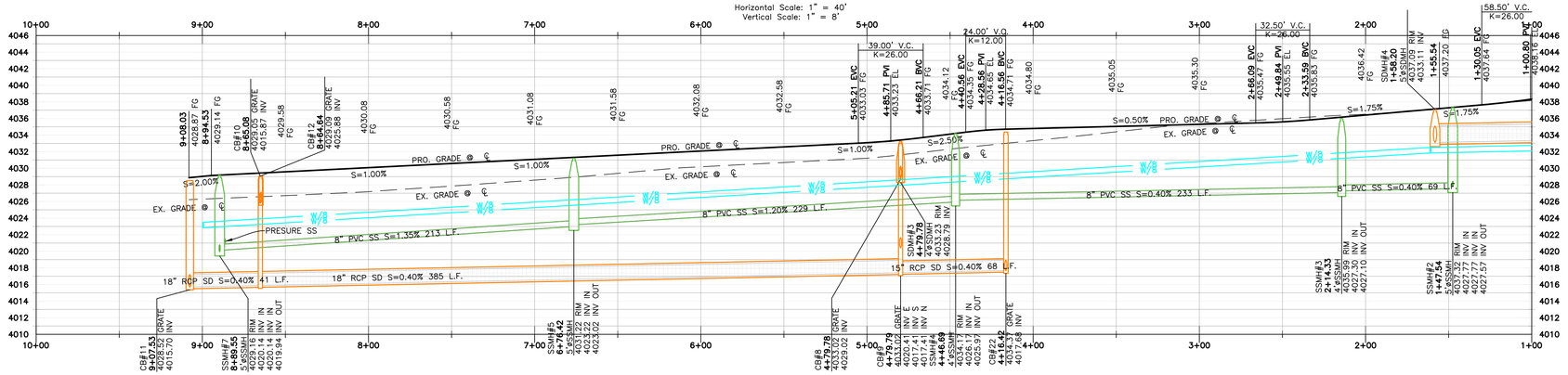

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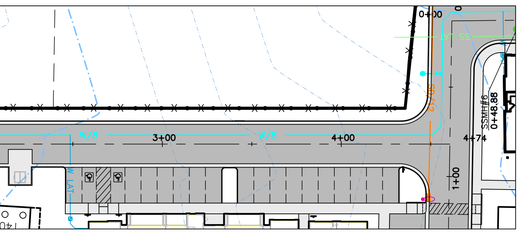

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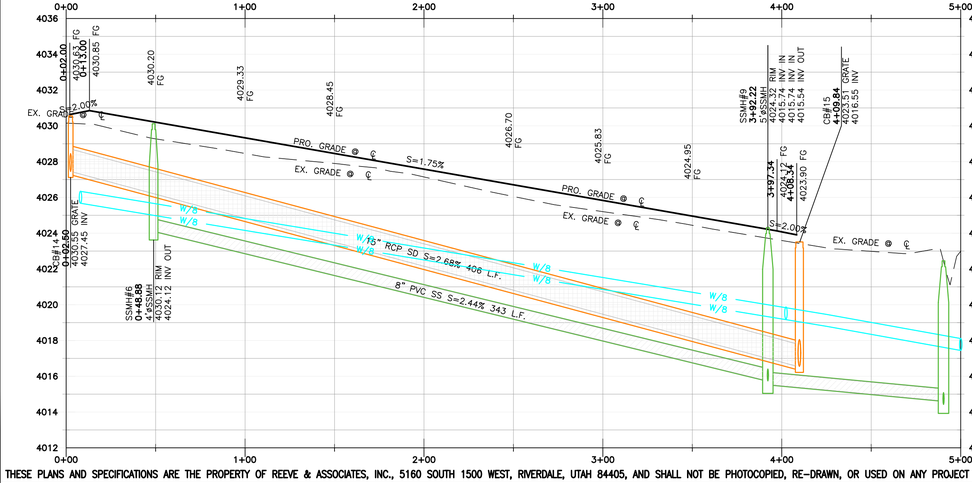

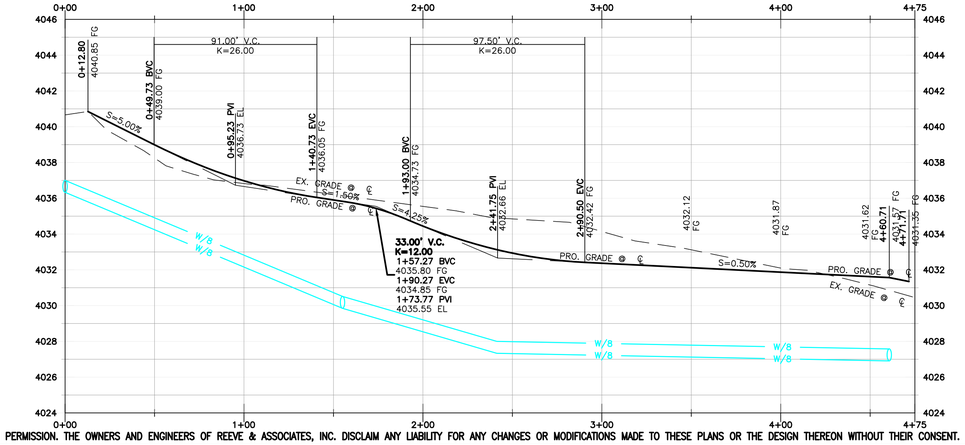

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Blue Bison Villas

MOAB CITY, GRAND COUNTY, UTAH

Profiles

REGISTERED PROFESSIONAL ENGINEER
5338480
JEREMY A. DRAPER
10/01/2024
STATE OF UTAH

Project Info.

Engineer: JEREMY A. DRAPER, P.E.
Drafter: C. KINGSLEY
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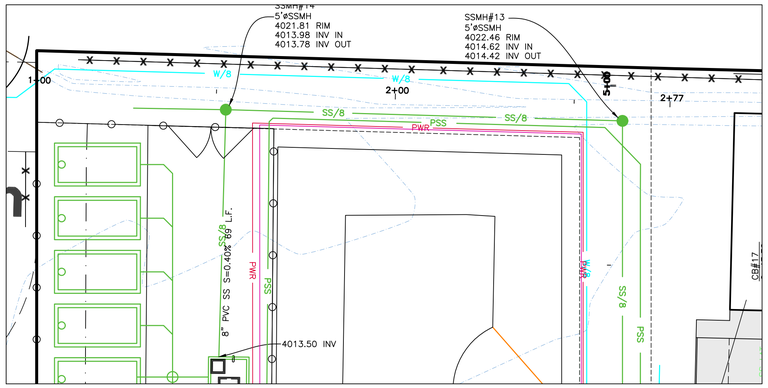

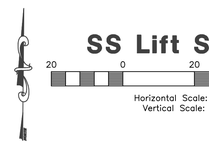

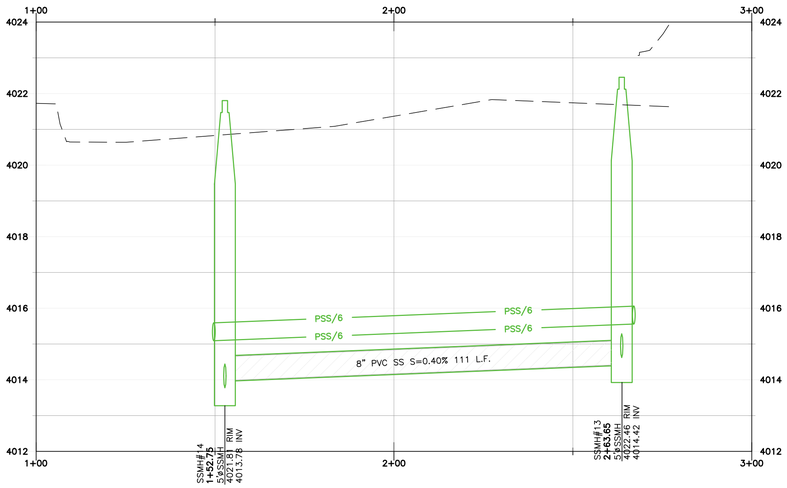

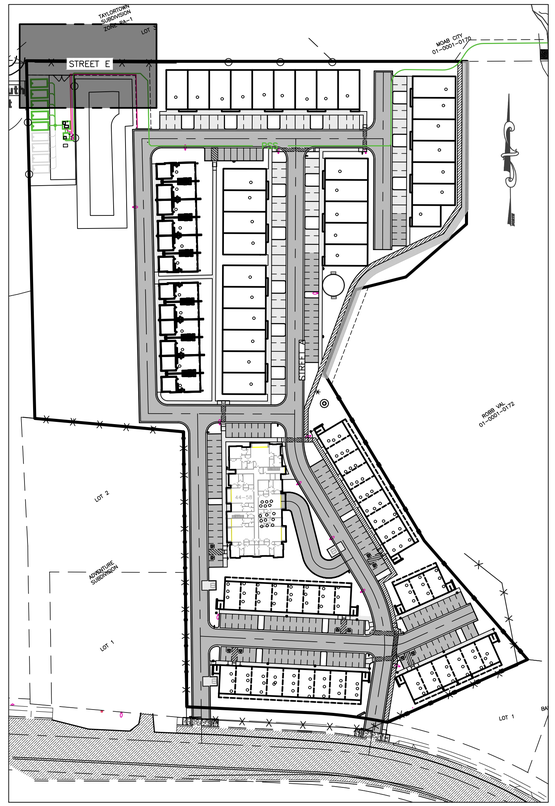

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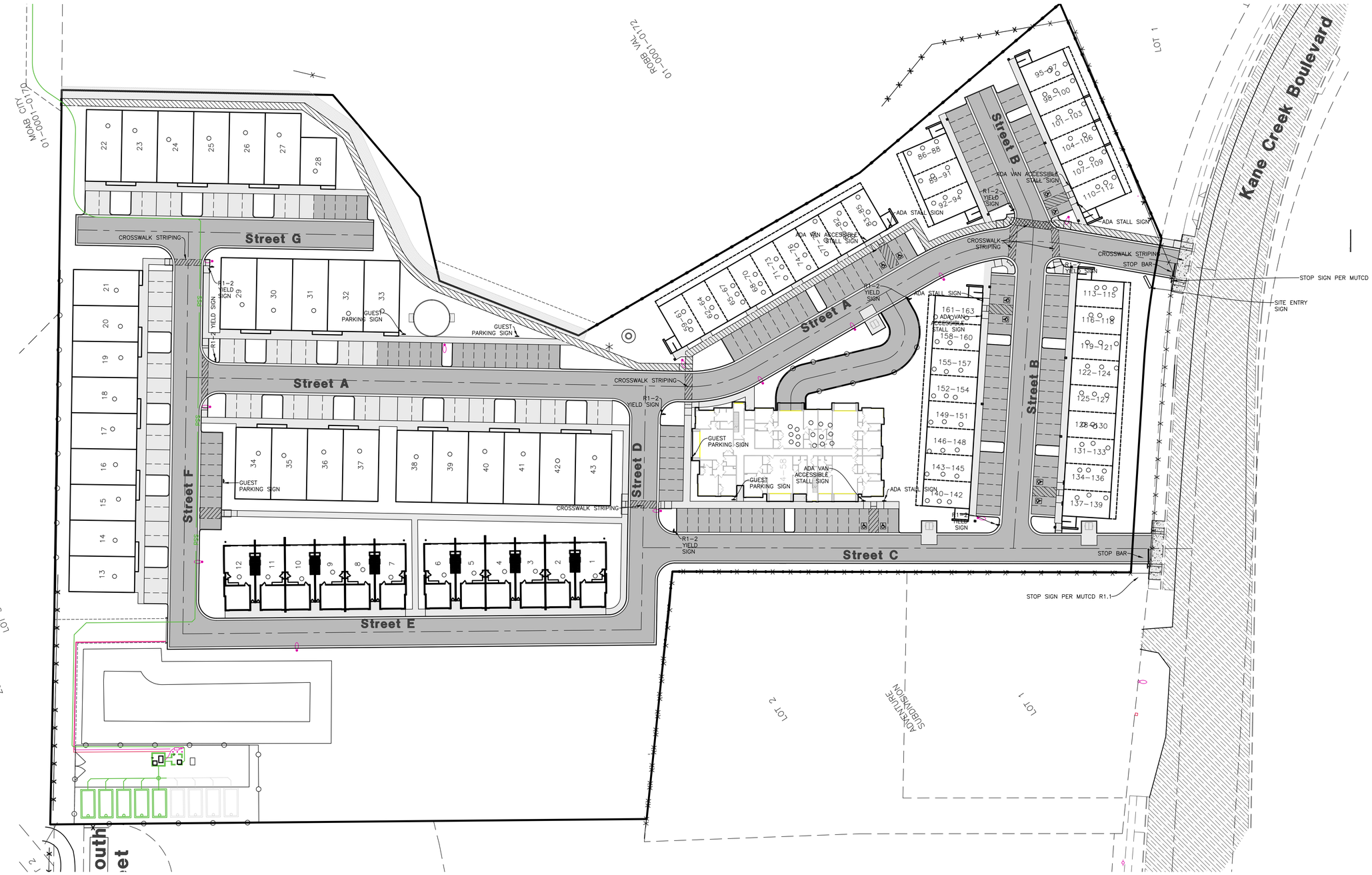

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Blue Bison Villas

MOAB CITY, GRAND COUNTY, UTAH

Striping Plan

REGISTERED PROFESSIONAL ENGINEER
5338480
JEREMY A. DRAPER
10/01/2024
STATE OF UTAH

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Engineer: JEREMY A. DRAPER, P.E.
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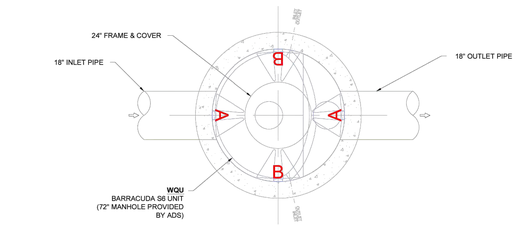
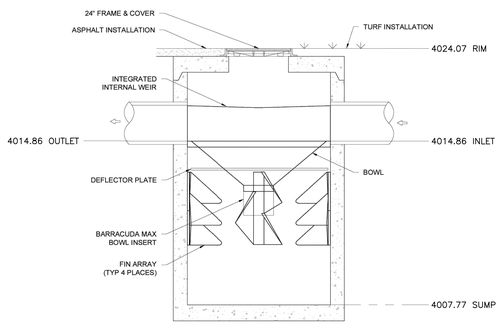
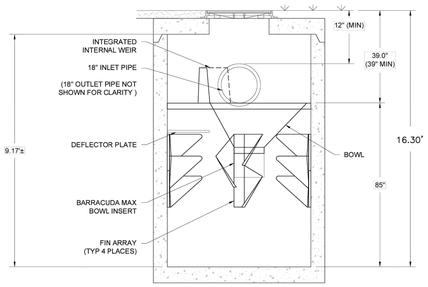
BARRACUDA MAX S6	
UNIT ID	WQU
PEAK FLOW RATE (CFS)	
TREATMENT FLOW RATE (CFS)	3.40



PLAN VIEW
NTS



SECTION VIEW A-A
NTS



SECTION VIEW B-B
NTS

S6 BARRACUDA MAX

CITY - STATE

DATE: 04/08/2022 | DRAWN: XXX | PROJECT #: 888888 | CHECKED: XXX

NO.	DESCRIPTION	DATE	BRWN	CHKD

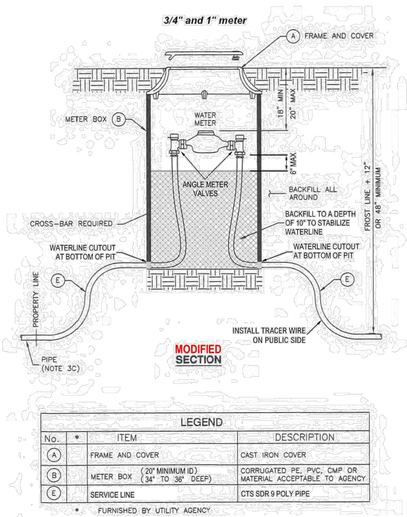
Barracuda® Max
Stormwater Separator

4640 TRUEMAN BLVD
HILLIARD, OH 43026

NOT TO SCALE

SHEET 2 OF 2

THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS UNDER THE DIRECTION OF THE SITE DESIGN ENGINEER OR OTHER PROJECT REPRESENTATIVE. THE SITE DESIGN ENGINEER SHALL REVIEW THIS DRAWING PRIOR TO CONSTRUCTION. IT IS THE ULTIMATE RESPONSIBILITY OF THE OWNER'S REPRESENTATIVE TO ENSURE THAT THIS DRAWING REFLECTS SITE CONDITIONS AND REQUIREMENTS.



LEGEND			
No.	*	ITEM	DESCRIPTION
A		FRAME AND COVER	CAST IRON COVER
B		METER BOX (20" MINIMUM ID.) (34" TO 36" DEEP)	CORRUGATED PE, PVC, CMP OR MATERIAL ACCEPTABLE TO AGENCY
E		SERVICE LINE	CTS SDR 9 POLY PIPE

* FURNISHED BY UTILITY AGENCY

3/4" and 1" meter

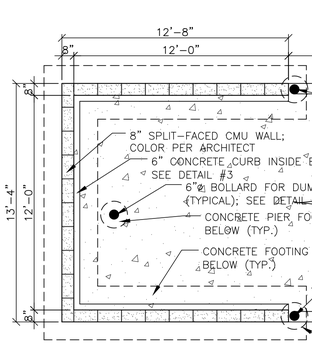
1. **GENERAL**
   A. In street surfaces or other vehicular traffic areas (like driveway approaches), install traffic rated meter box
   B. Before backfilling, secure inspection of installation by ENGINEER.
2. **PRODUCTS**
   A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
   B. Backfill: Common fill, APWA Section 31 05 13. Maximum particle size 2-inches.
   C. Castings: Grey iron class 35 minimum per ASTM A48, coated with asphalt based paint or better.
3. **EXECUTION**
   A. Meter Placement:
      1) All meters are to be installed in the park strip or within 7 feet of the property line (street side).
      2) Do not install meters under driveway approaches, sidewalks, or curb and gutter.
   B. Meter Box: Set box so grade of the frame and cover matches the grade of the surrounding surface.
   C. Pipe Outside of Right-of-Way: Coordinate with utility agency or adjacent property owner for type of pipe to be used outside of right-of-way.
   D. Inspection: Before backfilling around meter box, secure inspection of installation by ENGINEER.
   E. Base Course and Backfill Placement: Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26. Maximum lift thickness before compaction is 8-inches.

APWA Utah Chapter

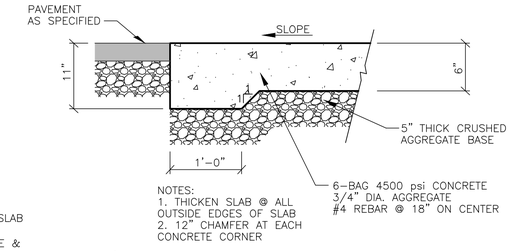
3/4" and 1" meter

Plan 521 August 2001

8/1/2023
No. 8024497-2202
CHARLES L. WILLIAMS
STATE OF UTAH



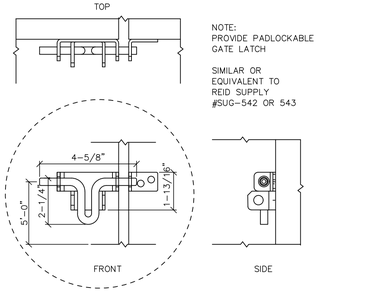
Trash Enclosure Plan
SCALE: NONE



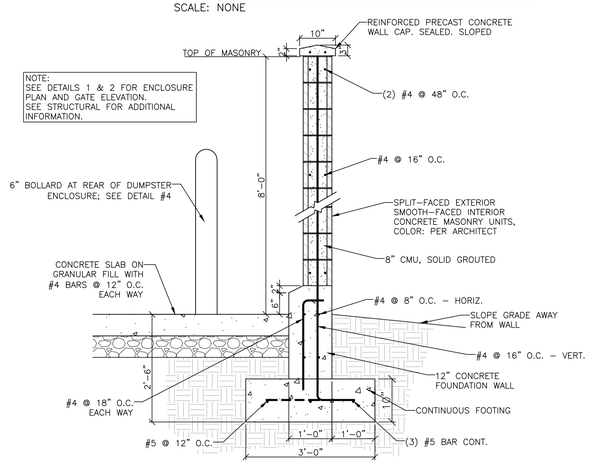
NOTES:
1. THICKEN SLAB @ ALL OUTSIDE EDGES OF SLAB
2. 12" CHAMFER AT EACH CONCRETE CORNER

(REFER TO THE SITE SPECIFIC GEOTECHNICAL REPORT; GEOTECHNICAL REPORT TO GOVERN & CONTROL.)

Dumpster Enclosure Concrete Pad
SCALE: NONE

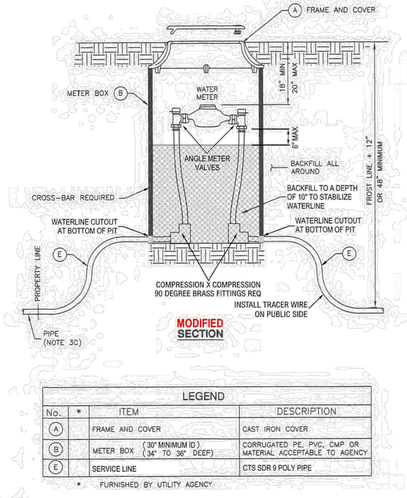


Trash Enclosure Gate Latch Detail
SCALE: NONE



Trash Enclosure Wall Section
SCALE: NONE

1.5" and 2" meter



LEGEND			
No.	*	ITEM	DESCRIPTION
A		FRAME AND COVER	CAST IRON COVER
B		METER BOX (30" MINIMUM ID.) (34" TO 36" DEEP)	CORRUGATED PE, PVC, CMP OR MATERIAL ACCEPTABLE TO AGENCY
E		SERVICE LINE	CTS SDR 9 POLY PIPE

* FURNISHED BY UTILITY AGENCY

1.5" and 2" meter

1. **GENERAL**
   A. In street surfaces or other vehicular traffic areas (like driveway approaches), install traffic rated meter box
   B. Before backfilling, secure inspection of installation by ENGINEER.
2. **PRODUCTS**
   A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
   B. Backfill: Common fill, APWA Section 31 05 13. Maximum particle size 2-inches.
   C. Castings: Grey iron class 35 minimum per ASTM A48, coated with asphalt based paint or better.
3. **EXECUTION**
   A. Meter Placement:
      1) All meters are to be installed in the park strip or within 7 feet of the property line (street side).
      2) Do not install meters under driveway approaches, sidewalks, or curb and gutter.
   B. Meter Box: Set box so grade of the frame and cover matches the grade of the surrounding surface.
   C. Pipe Outside of Right-of-Way: Coordinate with utility agency or adjacent property owner for type of pipe to be used outside of right-of-way.
   D. Inspection: Before backfilling around meter box, secure inspection of installation by ENGINEER.
   E. Base Course and Backfill Placement: Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26. Maximum lift thickness before compaction is 8-inches.

APWA Utah Chapter

1.5" and 2" meter

Plan 521 August 2001

8/1/2023
No. 8024497-2202
CHARLES L. WILLIAMS
STATE OF UTAH

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REVISIONS

DATE	DESCRIPTION
05-30-23	CK Updated Layout
07-21-23	CK Updated Layout
10-17-23	CK Updated Layout
03-19-24	CK City Comments
04-04-24	CK Unit Numbers
06-18-24	ZD City Comments
07-31-24	CK Lift Station
10-01-24	CK City Comments

Blue Bison Villas
MOAB CITY, GRAND COUNTY, UTAH

Civil Details

REGISTERED PROFESSIONAL ENGINEER
5338480
JEREMY A. DRAPER
10/01/2024
STATE OF UTAH

Project Info.
Engineer: JEREMY A. DRAPER, P.E.
Drafter: C. KINGSLEY
Begin Date: JUNE 2022
Name: BLUE BISON VILLAGE
Number: 7650-02

15
26 Total Sheets

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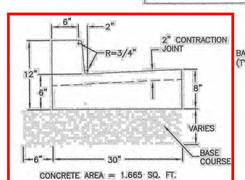
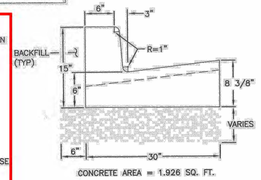
BACKFILL BEHIND CURB BEFORE PAVING AGAINST LIP OF GUTTER



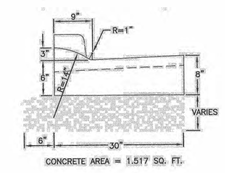
CONCRETE AREA = 1.665 SQ. FT.

Type A



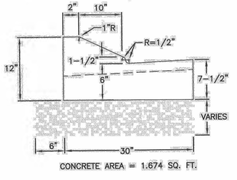
CONCRETE AREA = 1.926 SQ. FT.

Type B



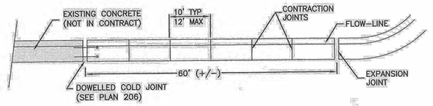
CONCRETE AREA = 1.517 SQ. FT.

Type C



CONCRETE AREA = 1.674 SQ. FT.

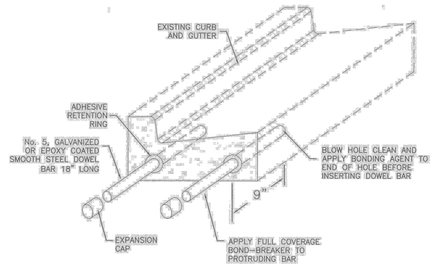
Type D



JOINT DETAIL

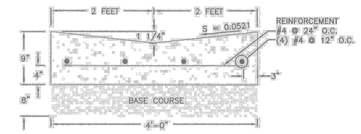
Curb and gutter

December 2008 | 27 | Plan 205 Sheet 1 of 3



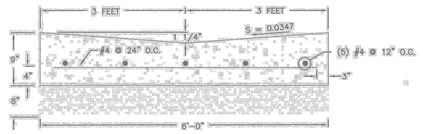
Curb and gutter connection

June 2009 | 33 | Plan 206



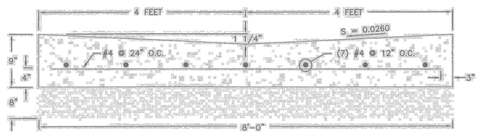
4'-0" WATERWAY

CONCRETE AREA = 2.583 SQ. FT.



6'-0" WATERWAY

CONCRETE AREA = 3.875 SQ. FT.



8'-0" WATERWAY

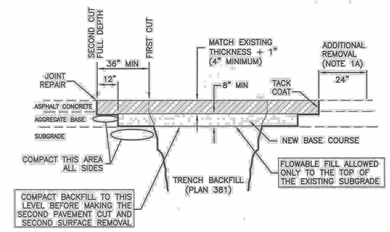
CONCRETE AREA = 5.166 SQ. FT.

Waterway

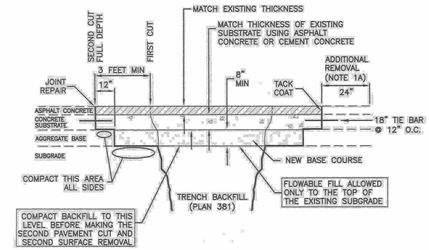
July 2011 | 37 | Plan 211

DEEP EXCAVATION

(MORE THAN 48 INCHES FROM PAVEMENT SURFACE TO BOTTOM OF EXCAVATION)



ASPHALT RESTORATION

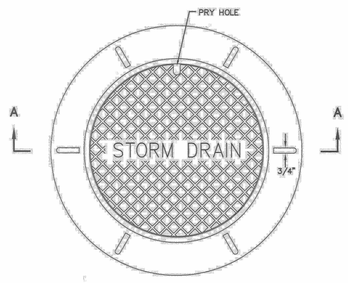


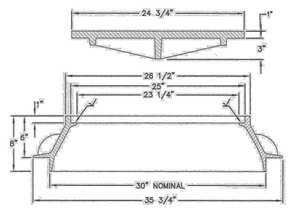
COMPOSITE RESTORATION

Asphalt concrete T-patch

December 2010 | 99 | Plan 255 Sheet 2 of 2

TYPE A



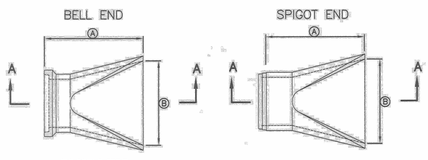


SECTION A–A

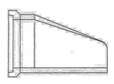
30" Frame and cover

September 2001 | 133 | Plan 302 Sheet 1 of 2

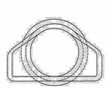
ROUND WITH FLARE



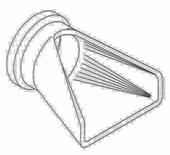
PLAN VIEW | PLAN VIEW



SECTION A–A



END VIEW



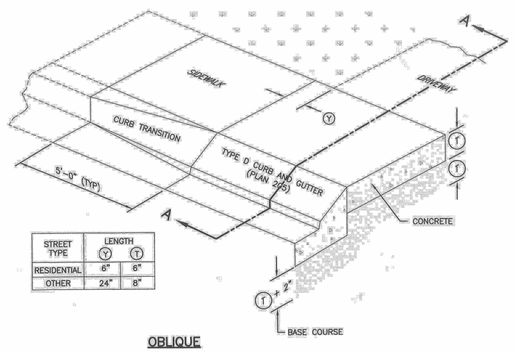
OBLIQUE

TABLE OF DIMENSION		
PIPE SIZE SIZE	DIMENSION (A)	(B)
18"	73"	36"
24"	73"	48"
30"	73"	60"
36"	97"	72"
42"	98"	78"
48"	98"	84"

NOTE: MINIMUM DIMENSIONS ARE SHOWN, ACTUAL SIZES MAY BE SLIGHTLY LARGER

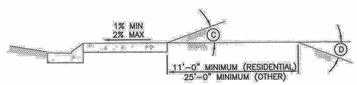
Pipe outfall

November 2010 | 171 | Plan 323 Sheet 1 of 3



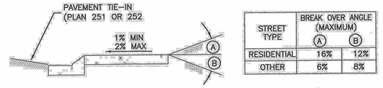
STREET TYPE	LENGTH (Y)	(T)
RESIDENTIAL	6"	6"
OTHER	24"	8"

OBLIQUE



STREET TYPE	BREAK OVER ANGLE (MAXIMUM) (C)	(D)
RESIDENTIAL	16%	13%
OTHER	6%	10%

SECTION A–A – APPROACH REQUIRING SERVICE TRUCK ACCESS

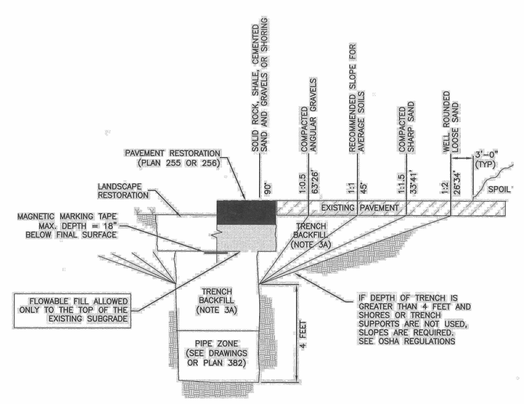


STREET TYPE	BREAK OVER ANGLE (MAXIMUM) (A)	(B)
RESIDENTIAL	16%	12%
OTHER	6%	6%

SECTION A–A – TYPICAL DRIVEWAY APPROACH

Mountable curb driveway approach

December 2009 | 43 | Plan 216



Trench backfill

January 2011 | 203 | Plan 381

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REVISIONS

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07-21-23 CK	Updated Layout
10-17-23 CK	Updated Layout
03-19-24 CK	City Comments
04-04-24 CK	Unit Numbers
06-18-24 ZD	City Comments
07-31-24 CK	Lift Station
10-01-24 CK	City Comments

Blue Bison Villas

MOAB CITY, GRAND COUNTY, UTAH

Civil Details

REGISTERED PROFESSIONAL ENGINEER
5338480
JEREMY A. DRAPER
10/01/2024
STATE OF UTAH

Project Info.

Engineer: JEREMY A. DRAPER, P.E.
Drafter: C. KINGSLEY
Begin Date: JUNE 2022
Name: BLUE BISON VILLAGE
Number: 7650-02

16
26 Total Sheets

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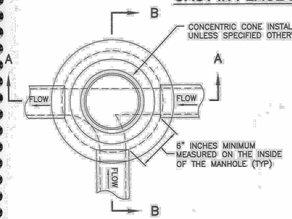
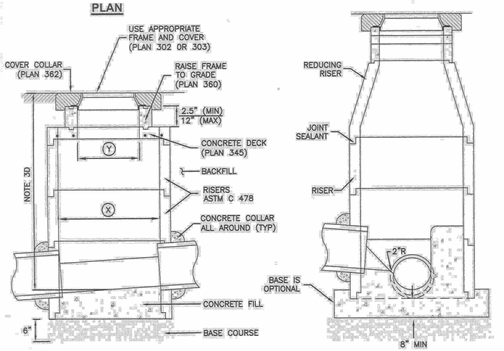
CAST IN PLACE BASE



PLAN

TABLE OF DIMENSIONS	
MANHOLE STYLE	DIMENSION
A	(X)=48" (Y)=30"
B	(X)=60" (Y)=44"
C	(X)=60" (Y)=30"



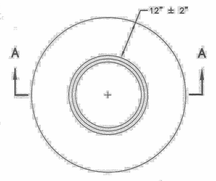
SECTION A–A
(CONCRETE DECK OPTION)

SECTION B–B
(REDUCING RISER OPTION)

Precast manhole

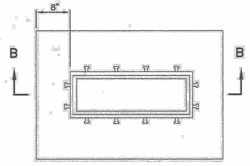
November 2010 | 187 | Plan 341 Sheet 1 of 2

ROUND FRAME

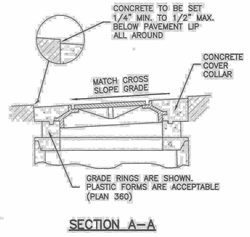


PLAN

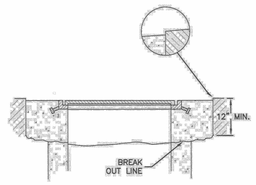
RECTANGULAR FRAME



PLAN



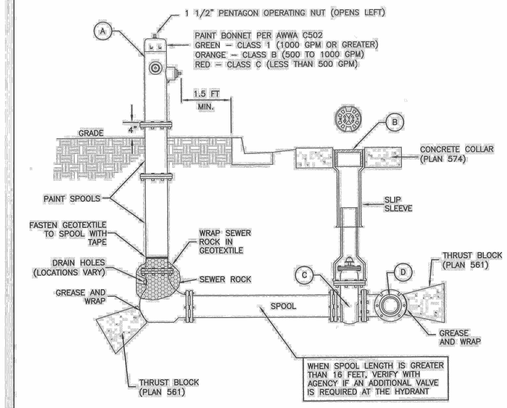
SECTION A–A



SECTION B–B

Cover collar for storm drains

December 2010 | 197 | Plan 362



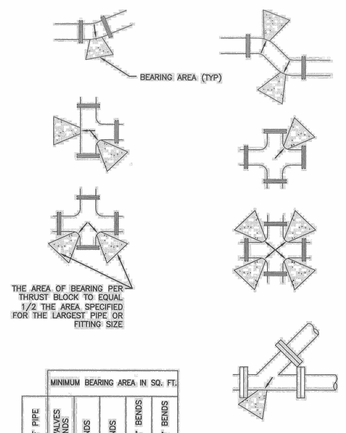
LEGEND			
No.	*	ITEM	DESCRIPTION
A		FIRE HYDRANT	AWWA C502
B		VALVE BOX WITH LID	2–PIECE CAST IRON
C		GATE VALVE WITH 2" X 2" NUT	AWWA C509
D		TEE WITH 125 # FLANGE	AWWA C110

* FURNISHED BY UTILITY AGENCY

SECTION

Fire hydrant with valve

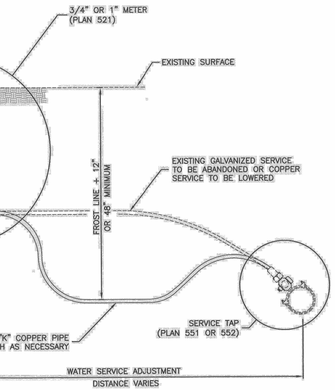
February 2011 | 237 | Plan 511



SIZE OF PIPE	MINIMUM BEARING AREA IN SQ. FT.					
	TEES, VALVES DEAD ENDS	90° BENDS	45° BENDS	22 1/2° BENDS	11 1/4° BENDS
4"	2	3	2	2	2
6"	4	5.5	3	1.5	1
8"	6.5	9.5	5	2.75	1.5
12"	14	20	11	5.5	3
14"	19	26.5	14.5	7.5	4
16"	24	34	18.5	9.5	6
20"	27	52	28.5	14.5	16
24"	53	74	41	21	53
30"	81	114	62	32	16

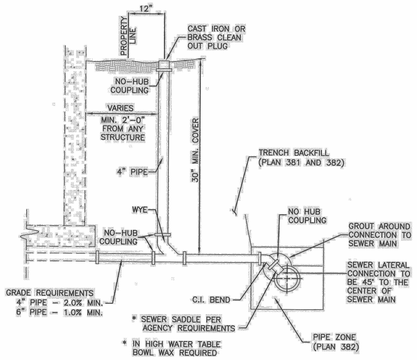
Direct bearing thrust block

August 2010 | 267 | Plan 561



Water service line

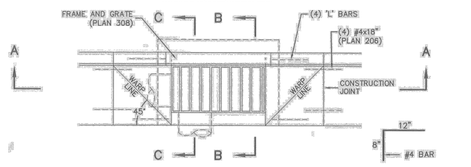
August 2001 | 253 | Plan 541



Sewer lateral connection

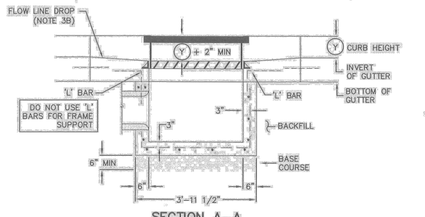
January 2011 | 219 | Plan 431

SINGLE GRATE

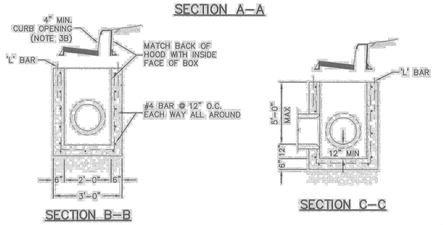


PLAN

"L" BAR DETAIL



SECTION A–A

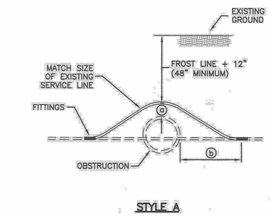


SECTION B–B

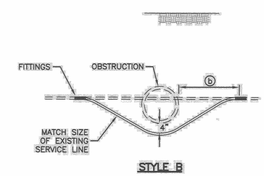
SECTION C–C

Catch basin

September 2010 | 155 | Plan 315 Sheet 1 of 2



STYLE A



STYLE B

TABLE OF DIMENSIONS		
	OBSTRUCTION	
	SEWER MAIN	OTHER
a	18"	12" MIN.
b	10'–0"	12" MIN.

Water service line loop

March 2011 | 255 | Plan 542

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06–18–24 ZD	City Comments
07–31–24 CK	Lift Station
10–01–24 CK	City Comments

Blue Bison Villas

MOAB CITY, GRAND COUNTY, UTAH

Civil Details

REGISTERED PROFESSIONAL ENGINEER
5338480
JEREMY A. DRAPER
10/01/2024
STATE OF UTAH

Project Info.

Engineer: JEREMY A. DRAPER, P.E.
Drafter: C. KINGSLEY
Begin Date: JUNE 2022
Name: BLUE BISON VILLAGE
Number: 7650–02

17
26 Total Sheets

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STYLE A

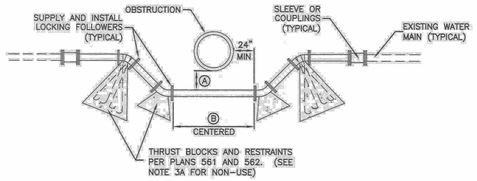


TABLE OF DIMENSIONS		
OBSTRUCTION	Ⓐ	Ⓑ
SEWER	18" MIN	20" MIN
OTHER	12" MIN	O.D. + 48"

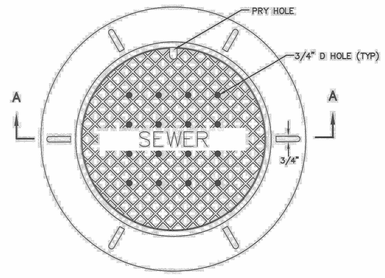
March 2011

Water main line loop

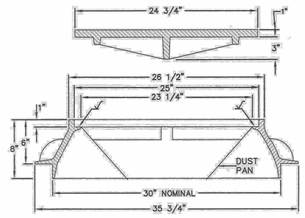
257

Plan **543** Sheet 1 of 2

TYPE A



PLAN



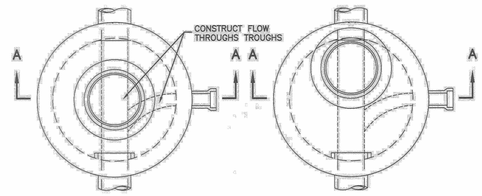
SECTION A–A

April 1997

30" Frame and cover

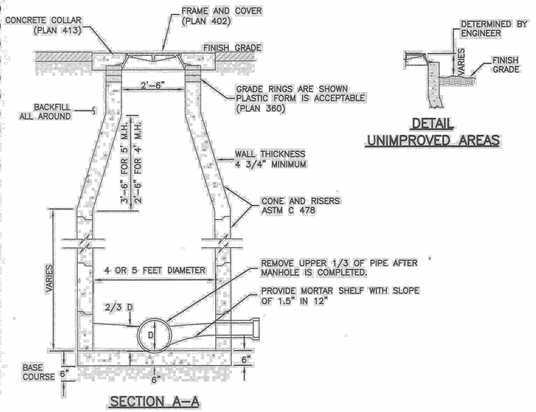
211

Plan **402**



PLAN (CONCENTRIC RISER)

PLAN (ECCENTRIC RISER)



DETAIL UNIMPROVED AREAS

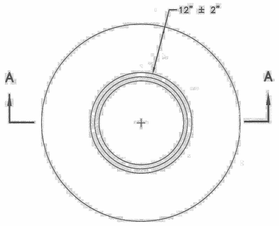
SECTION A–A

April 2011

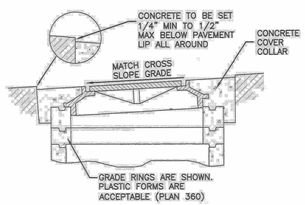
Sanitary sewer manhole

213

Plan **411**



PLAN



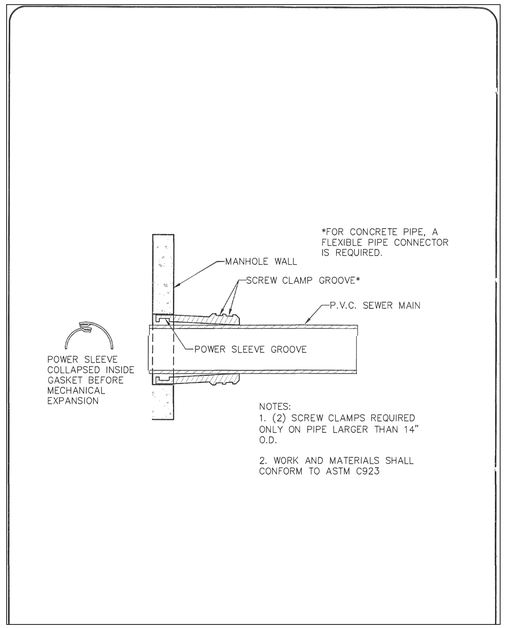
SECTION A–A

September 2001

Cover collar for sanitary sewer manhole

217

Plan **413**



PVC Connection to Pre-Cast Manhole Base

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Blue Bison Villas

MOAB CITY, GRAND COUNTY, UTAH

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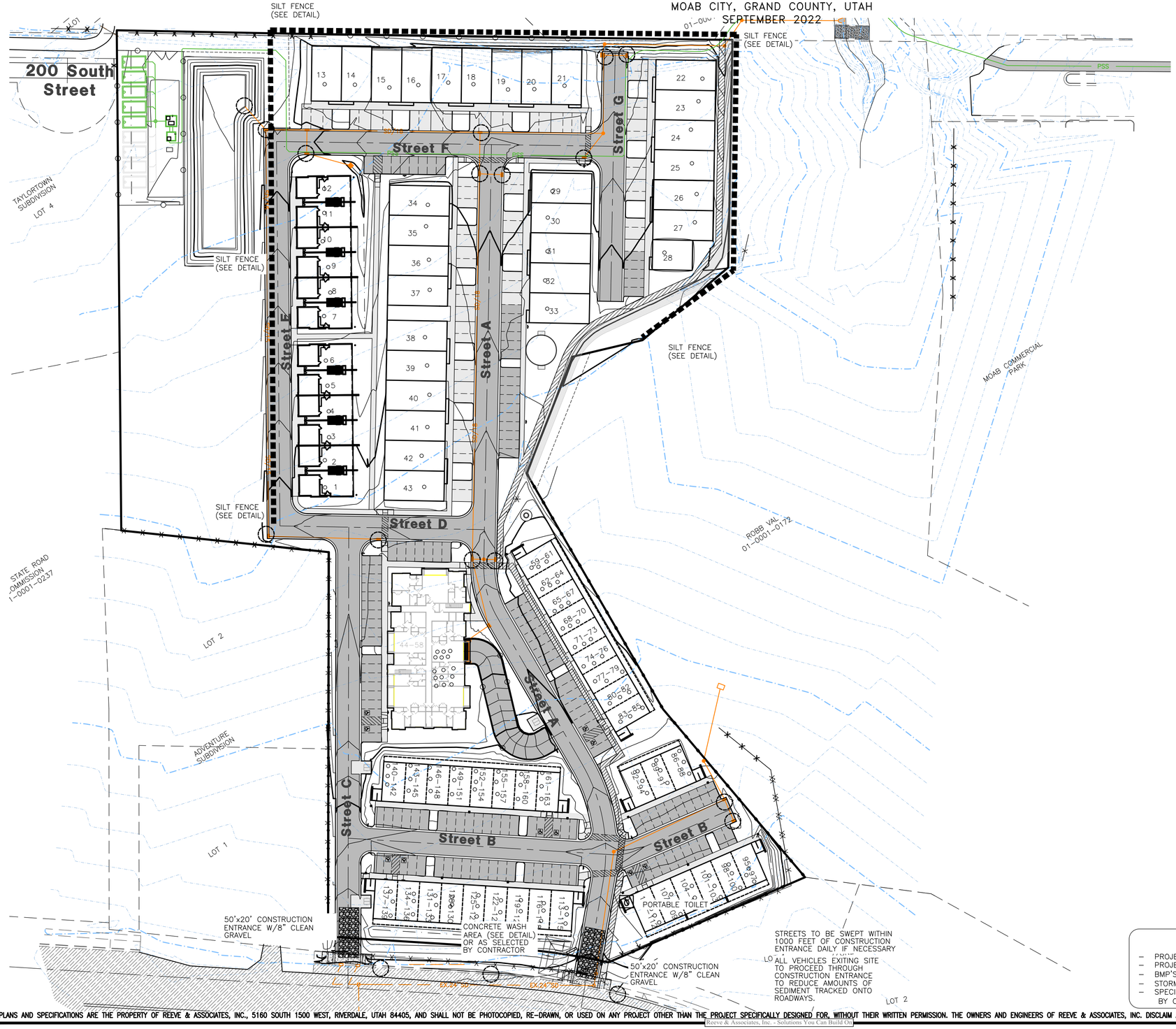
Blue Bison Villas

Storm Water Pollution Prevention Plan Exhibit

MOAB CITY, GRAND COUNTY, UTAH

SEPTEMBER 2022



VICINITY MAP

SCALE: NONE

50 0 50 100 150

Scale: 1" = 50'

PORTABLE TOILET

INLET PROTECTION TYP. (SEE DETAIL)

SILT FENCE (SEE DETAIL)

Construction Activity Schedule

- PROJECT LOCATION.....MOAB CITY, GRAND COUNTY, UTAH
- PROJECT BEGINNING DATE.....APRIL 2023
- BMP'S DEPLOYMENT DATE.....APRIL 2023
- STORM WATER MANAGEMENT CONTACT / INSPECTOR.....JAKE SATTERFIELD (801) 755-0452
- SPECIFIC CONSTRUCTION SCHEDULE INCLUDING BMP CONSTRUCTION SCHEDULE TO BE INCLUDED WITH SWPPP BY OWNER/DEVELOPER

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MOAB CITY, GRAND COUNTY, UTAH

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Notes:

1. Describe all BMP's to protect storm water inlets:
   All storm water inlets to be protected by straw wattle barriers, or gravel bags (see detail).

2. Describe BMP's to eliminate/reduce contamination of storm water from:
   a. Equipment / building / concrete wash areas:
      To be performed in designated areas only and surrounded with silt fence barriers.
   b. Soil contaminated by soil amendments:
      If any contaminates are found or generated, contact environmental engineer and contacts listed.
   c. Areas of contaminated soil:
      If any contaminates are found or generated, contact environmental engineer and contacts listed.
   d. Fueling area:
      To be performed in designated areas only and surrounded with silt fence.
   e. Vehicle maintenance areas:
      To be performed in designated areas only and surrounded with silt fence.
   f. Vehicle parking areas:
      To be performed in designated areas only and surrounded with silt fence.
   g. Equipment storage areas:
      To be performed in designated areas only and surrounded with silt fence.
   h. Materials storage areas:
      To be performed in designated areas only and surrounded with silt fence.
   i. Waste containment areas:
      To be performed in designated areas only and surrounded with silt fence.
   j. Service areas:
      To be performed in designated areas only and surrounded with silt fence.

3. BMP's for wind erosion:
   Stockpiles and site as needed to be watered regularly to eliminate / control wind erosion

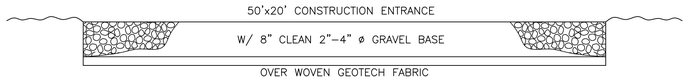
4. Construction Vehicles and Equipment:
   a. Maintenance
      – Maintain all construction equipment to prevent oil or other fluid leaks.
      – Keep vehicles and equipment clean, prevent excessive build–up of oil and grease.
      – Regularly inspect on–site vehicles and equipment for leaks, and repair immediately.
      – Check incoming vehicles and equipment (including delivery trucks, and employee and subcontractor vehicles) for leaking oil and fluids. Do not allow leaking vehicles or equipment on–site.
      – Segregate and recycle wastes, such as greases, used oil or oil filters, antifreeze, cleaning solutions, automotive batteries, hydraulic, and transmission fluids.
   b. Fueling
      – If fueling must occur on–site, use designated areas away from drainage.
      – Locate on–site fuel storage tanks within a bermed area designed to hold the tank volume.
      – Cover retention area with an impervious material and install in in a manner to ensure that any spills will be contained in the retention area. To catch spills or leaks when removing or changing fluids.
      – Use drip pans for any oil or fluid changes.
   c. Washing
      – Use as little water as possible to avoid installing erosion and sediment controls for the wash area.
      – If washing must occur on–site, use designated, bermed wash areas to prevent waste water discharge into storm water, creeks, rivers, and other water bodies.
      – Use phosphate–free, biodegradable soaps.
      – Do not permit steam cleaning on–site.

5. Spill Prevention and Control
   a. Minor Spills:
      Minor spills are those which are likely to be controlled by on–site personnel. After contacting local emergency response agencies, the following actions should occur upon discovery of a minor spill:
      – Contain the spread of the spill.
      – If the spill occurs on paved or impermeable surfaces, clean up using "dry" methods (i.e. absorbent materials, cat litter, and / or rags).
      – If the spill occurs in dirt areas, immediately contain the spill by constructing an earth dike. Dig up and properly dispose of contaminated soil.
      – If the spill occurs during rain, cover the impacted area to avoid runoff.
      – Record all steps taken to report and contain spill.
   b. Major Spills:
      On–site personnel should not attempt to control major spills until the appropriate and qualified emergency response staff have arrived at the site. For spills of federal reportable quantities, also notify the National Response Center at (800) 424–8802. A written report should be sent to all notified authorities. Failure to report major spills can result in significant fines and penalties.

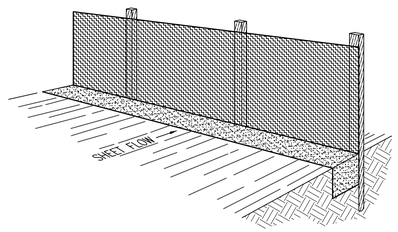
6. Post Roadway / Utility Construction
   a. Maintain good housekeeping practices.
   b. Enclose or cover building material storage areas.
   c. Properly store materials such as paints and solvents.
   d. Store dry and wet materials under cover, away from drainage areas.
   e. Avoid mixing excess amounts of fresh concrete or cement on–site.
   f. Perform washout of concrete trucks offsite or in designated areas only.
   g. Do not wash out concrete trucks into storm drains, open ditches, streets or streams.
   h. Do not place material or debris into streams, gutters or catch basins that stop or reduce the flow of runoff water.
   i. All public streets and storm drain facilities shall be maintained free of building materials, mud and debris caused by grading or construction operations. Roads will be swept within 1000' of construction entrance daily, if necessary.
   j. Install straw wattle around all inlets contained within the development and all others that receive runoff from the development.

7. Erosion Control Plan Notes
   a. The contractor will designate an emergency contact that can be reached 24 hours a day 7 days a week.
   b. A stand–by crew for emergency work shall be available at all times during potential rain or snow runoff events. Necessary materials shall be available on site and stockpiled at convenient locations to facilitate rapid construction of emergency devices when rain or runoff is eminent.
   c. Erosion control devices shown on the plans and approved for the project may not be removed without approval of the engineer of record. If devices are removed, no work may continue that have the potential of erosion without consulting the engineer of record. If deemed necessary erosion control should be reestablished before this work begins.
   d. Graded areas adjacent to fill slopes located at the site perimeter must drain away from the top of the slope at the conclusion of each working day. this should be confirmed by survey or other means acceptable to the engineer of record.
   e. All silt and debris shall be removed from all devices within 24 hours after each rain or runoff event.
   f. Except as otherwise approved by the inspector, all removable protective devices shown shall be in place at the end of each working day and through weekends until removal of the system is approved.
   g. All loose soil and debris, which may create a potential hazard to offsite property, shall be removed from the site as directed by the engineer of record of the governing agency.
   h. The placement of additional devices to reduce erosion damage within the site is left to the discretion of the engineer of record.
   i. Desilting basins may not be removed or made inoperable without the approval of the engineer of record and the governing agency.
   j. Erosion control devices will be modified as need as the project progresses and plans of these changes submitted for approval by the engineer of record and the governing agency.

8. Conduct a minimum of one inspection of the erosion and sediment controls every two weeks. Maintain documentation on site.
   a. Part III.D.4 of general permit UTRC00000 identifies the minimum inspection requirements.
   b. Part II.D.4.C identifies the minimum inspection report requirements.
   c. Failure to complete and/or document storm water inspections is a violation of part III.D.4 of Utah General Permit UTR 300000.

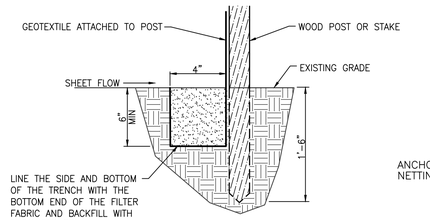


Cross Section 50' x 20' Construction Entrance



Perspective View

Figure 2



Section

INSTALLATION
The silt fence should be installed prior to major soil disturbances in the drainage area. The fence should be placed across the slope along a line of uniform elevation wherever flow of sediment is anticipated. Table 1 shows generally–recommended maximum slope lengths (slope spacing between fences) at various site grades for most silt fence applications.

TABLE 1:
Recommended Maximum Slope Lengths for Silt Fence
(Richardson & Middlebrooks, 1991)

Slope Steepness (%)	Max. Slope Length m (ft)
<2%	30.5m (100ft)
2–5%	22.9m (75ft)
5–10%	15.2m (50ft)
10–20%	7.6m (25ft)
>20%	4.5m (15ft)

PREFABRICATED SILT FENCE ROLLS
*Excavate a minimum 15.2cm x 15.2cm (6"x6") trench at the desired location.
*Unroll the silt fence, positioning the post against the downstream wall of the trench.
*Adjacent rolls of silt fence should be joined be nesting the end post of one fence into the other. Before nesting the end posts, rotate each post until the geotextile is wrapped completely around the post, then abut the end posts to create a tight seal as shown in Figure 1.
*Drive posts into the ground until the required fence height and/or anchorage depth is obtained.
*Bury the loose geotextile at the bottom of the fence in the upstream trench and backfill with natural soil, tamping the backfill to provide good compaction and anchorage. Figure 2 illustrates a typical silt fence installation and anchor trench placement.

FIELD ASSEMBLY:
*Excavate a minimum 15.2cm x 15.2cm (6"x6") trench at the desired location.
*Drive wooden posts, or steel posts with fastening projections, against the downstream wall of the trench. Maximum post spacing should be 2.4–3.0m (8–10ft). Post spacing should generally be less than three (3) times the height of the fence.
*If a steel or plastic mesh is required to reinforce the geotextile, it shall have a minimum mesh opening of 15.2cm (6").
*Fasten the mesh to the upslope side of the posts using heavy duty wire staples, tie wires or hog strings. Extend the mesh into the bottom of the trench.
*The geotextile shall then be stapled or wired to the posts. An extra 20–50cm (8–20") of geotextile shall extend into the trench.

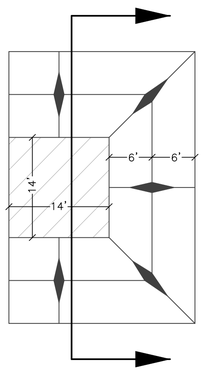
INSPECTION
*Inspect the silt fence daily during periods of rainfall, immediately after significant rainfall event and weekly during periods of no rainfall. Make any repairs immediately.
*When sediment deposits behind the silt fence are one–third of the fence height, remove and properly dispose of the silt accumulations. Avoid damage to the fabric during cleanout.

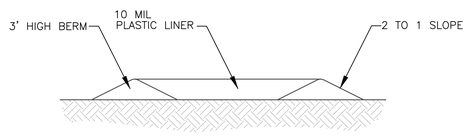
REMOVAL
*Silt fence should not be removed until construction ceases and the upslope area has been properly stabilized and/or revegetated.

Figure 1:
Top View of
Roll–to–Roll Connection

Silt Fence Detail

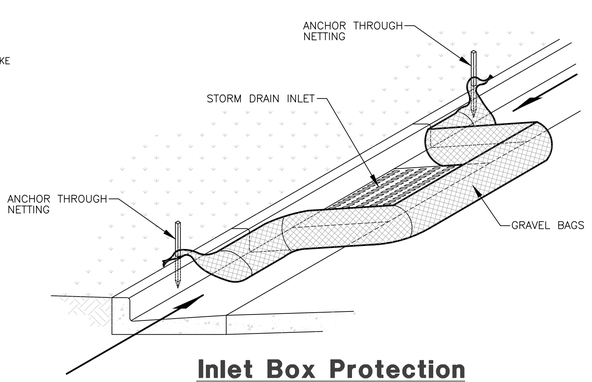
SCALE: NONE



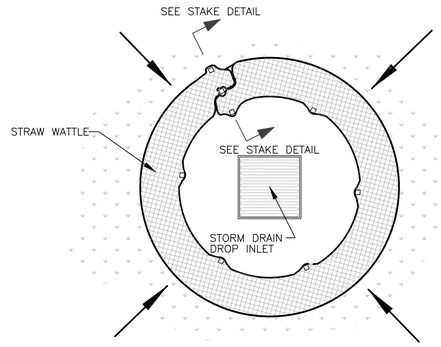


Concrete Washout Area w/ 10 mil Plastic Liner

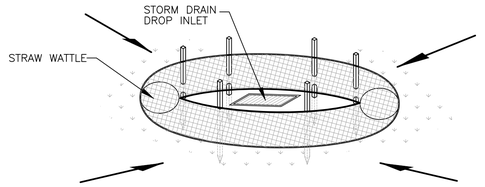
SCALE: NONE



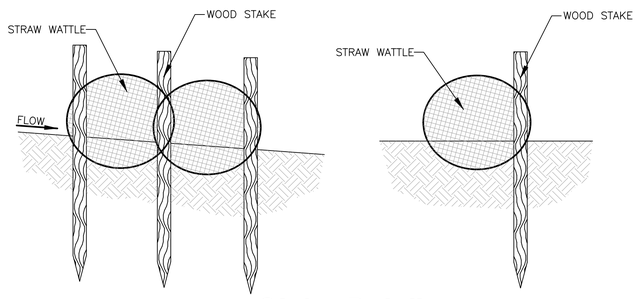
Inlet Box Protection



Plan View



Drop Inlet Protection



Stake Detail

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03–19–24	CK	City Comments
04–04–24	CK	Unit Numbers
06–18–24	ZD	City Comments
07–31–24	CK	Lift Station
10–01–24	CK	City Comments

Blue Bison Villas
MOAB CITY, GRAND COUNTY, UTAH

Storm Water Pollution Prevention Plan Details

REGISTERED PROFESSIONAL ENGINEER
5338480
JEREMY A. DRAPER
10/01/2024
STATE OF UTAH

Project Info.
Engineer: JEREMY A. DRAPER, P.E.
Drafter: C. KINGSLEY
Begin Date: JUNE 2022
Name: BLUE BISON VILLAGE
Number: 7650–02

20
26 Total Sheets

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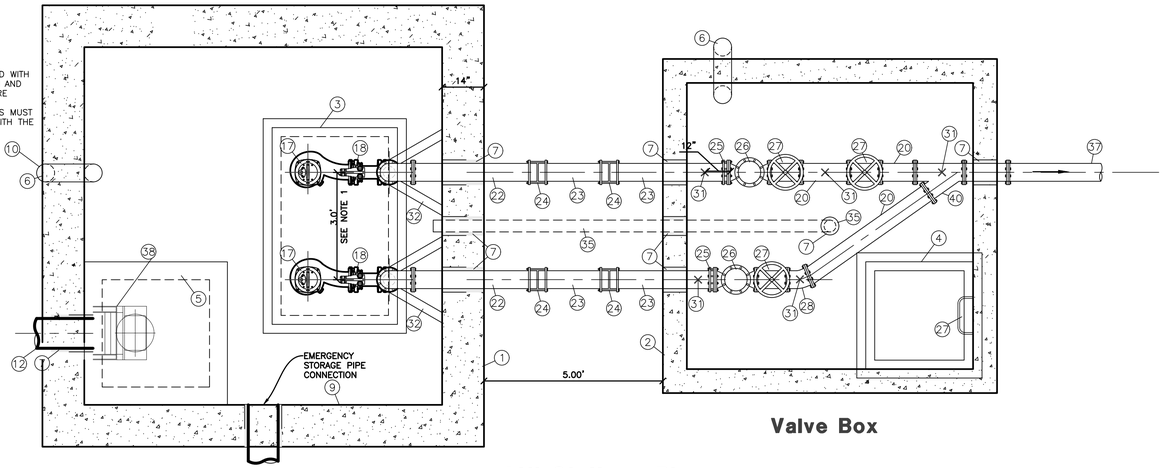
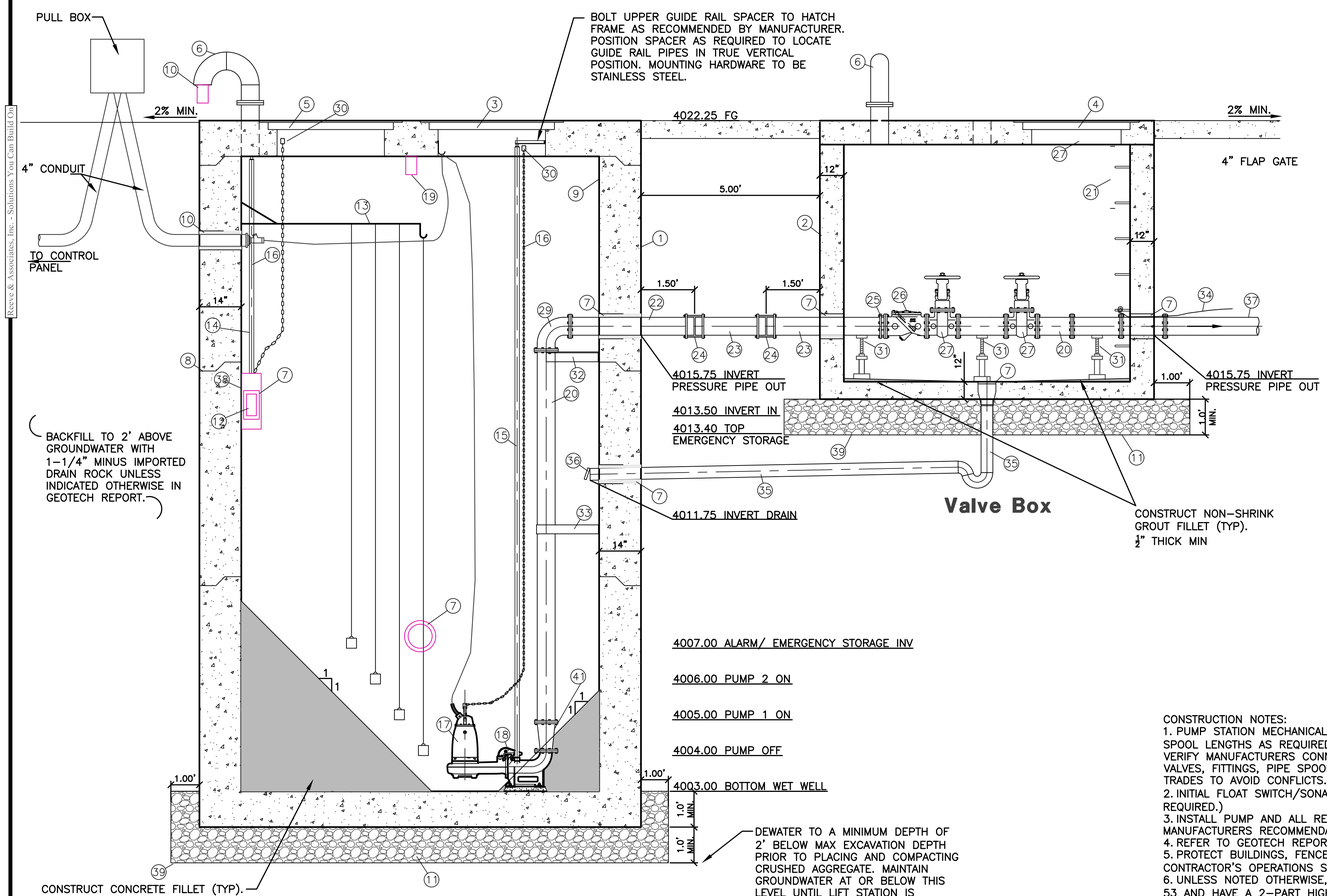
LIFT STATION TO BE EQUIPPED WITH AUTOMATED INSTRUMENTATION AND SCADA EQUIPMENT. TO ENSURE COMPATIBILITY WITH THE CITY SYSTEMS, THESE COMPONENTS MUST BE COORDINATED DIRECTLY WITH THE CITY.



Precast Concrete Wet Well

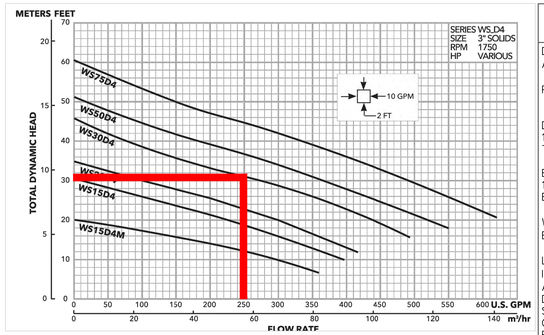
Valve Box

Lift Station - Plan
SCALE: 1"=2'



Lift Station - Section
SCALE: 1"=2'

No.	ITEM	JOINT	QUANTITY	LEGEND NOTES
1	10'X10' CONCRETE WET WELL	N/A	1	PRECAST CONCRETE WET WELL, HS-20 RATED WITH MONOLITHIC BASE. DESIGN PER GEOTECH. 14" MIN WALL THICKNESS. COAT EXTERIOR WITH WATERPROOF XYPEX TREATMENT.
2	8'x8' CONCRETE VALVE BOX	N/A	1	HIGH PRECAST CONCRETE VALVE VAULT WITH PLASTIC COATED STEPS. 12" WALL THICKNESS. HS-20 RATED. COAT EXTERIOR WITH WATERPROOF XYPEX TREATMENT.
3	36"x60" ACCESS	N/A	1	ALUMINUM DOUBLE LEAF ACCESS DOOR WITH STAINLESS STEEL HARDWARE AND ORANGE SAFETY GRATE - OPENING DIMENSIONS AND DOOR LOCATION SHALL BE IN ACCORDANCE WITH PUMP MANUFACTURERS REQUIREMENTS. HATCH SHALL BE HS-20 TRAFFIC RATED AND WATER-TIGHT. PROVIDE RECESSED, LOCKABLE HASP COVERED WITH HINGED LID FLUSH WITH SURFACE. INSTALL DOOR SUCH THAT ENTRY SYSTEM IS NOT IN CONFLICT WITH DOOR.
4	30"x30" ACCESS	N/A	1	ALUMINUM SINGLE LEAF ACCESS DOOR WITH STAINLESS STEEL HARDWARE. HATCH SHALL BE HS-20 TRAFFIC RATED AND WATER-TIGHT. PROVIDE RECESSED, LOCKABLE HASP COVERED WITH HINGED LID FLUSH WITH SURFACE. INSTALL DOOR SUCH THAT ENTRY SYSTEM IS NOT IN CONFLICT WITH DOOR. PLUMB HATCH RIM DRAIN TO VAULT FLOOR DRAIN.
5	36"x36" ACCESS	N/A	1	ALUMINUM ACCESS HATCH FOR GRINDER. HS-20 TRAFFIC RATED AND WATER-TIGHT.
6	SCREENED VENT	N/A	2	6"ø SCHEDULE 40 WELDED STEEL VENT. HOT DIP GALVANIZE AFTER FABRICATION OR USE STAINLESS STEEL. WELDED STAINLESS STEEL SCREEN WITH 1/4" OPENINGS. MIN. 12" CLEARANCE FROM ROOF OF VAULT.
7	WATER-TIGHT PENETRATION	N/A	10	USE "LINK-SEAL" OR APPROVED EQUAL FOR HIGHER HYDROSTATIC GROUNDWATER PRESSURES.
8	MANHOLE JOINT	N/A	N/A	MANHOLE JOINT WITH HYDROPHILLIC SWELLING WATERSTOP AROUND ENTIRE JOINT, CS-1900 OR EQUIVALENT. APPLY 12" BOA TAPE ON THE EXTERIOR.
9	SPECTRASHIELD LINER	N/A	N/A	APPLY SPECTRASHIELD LINER OR APPROVED EQUAL TO INTERIOR OF WET WELL AND ON COMPONENTS EXPOSED TO RAW SEWAGE AFTER ALL JOINTS ARE SEALED AND PIPES ARE INSTALLED.
10	ODOR CONTROL VENT FILTER	N/A	N/A	SLIP-ON ODOR FILTER/SCRUBBER WITH REFILLABLE MEDIA.
11	CRUSHED AGGREGATE	N/A	N/A	CRUSHED AGGREGATE (3/4" MINUS) COMPACTED TO 95% ASTM D-698 OR MODIFIED PROCTOR UNLESS INDICATED OTHERWISE IN GEOTECH REPORT.
12	8" PVC SDR 35 INLET SEWER	N/A	1	
13	CABLE SUPPORT BRACKET	N/A	1	STAINLESS STEEL CABLE SUPPORT BRACKET FOR POWER CABLES AND FLOAT SWITCHES, BRACKET IS SHOWN SCHEMATICALLY IN THESE DRAWINGS. THE SUPPORT BRACKET NEEDS TO BE LOCATED SO THE CABLES AND FLOATS ARE EASILY ACCESSIBLE FROM THE ACCESS HATCH. FIELD ADJUST TO AVOID CONFLICTS WITH PUMP REMOVAL AND TO OPTIMIZE FLOAT SWITCH PERFORMANCE.
14	GRINDER SLIDE RAILS	N/A	1	INSTALL SLIDE GUIDE RAILS, FRAME MOUNTING BRACKET, AND ELECTRICAL CONDUIT FOR GRINDER. COORDINATE WITH GRINDER SUPPLIER (JWC ENVIRONMENTAL MUFFIN MONSTER MODEL 10002-0008-DI).
15	PUMP REMOVAL SYSTEM	N/A	2	STAINLESS STEEL PUMP REMOVAL SYSTEM, COMPLETE WITH MOUNTING BRACKETS AND INTERMEDIATE SUPPORT BRACES.
16	LIFTING CHAIN	N/A	2	304 OR 316 STAINLESS STEEL LIFTING CHAIN (MIN. STRENGTH 6,000 LBS.) WITH STAINLESS STEEL CLEVIS FITTING AT EACH END. PROVIDE ADDITIONAL LENGTH FOR LIFTING CONNECTION.
17	SEWER PUMP	N/A	2	GOULDS WS30D4 UNLESS OTHERWISE APPROVED.
18	PUMP QUICK DISCONNECT	N/A	2	3" PUMP QUICK DISCONNECT DISCHARGE ELBOW AND MOUNTING BASE WITH EPOXY-SET STAINLESS STEEL MOUNTING BOLTS, VERIFY SIZE WITH PUMP MANUFACTURER. PLACE ON 1-1/2" LEVELING GROUT.
19	LEVEL CONTROL SENSOR	N/A	1	ULTRASONIC OR RADAR LEVEL SENSOR. COORDINATE WITH CITY ON BRAND AND SCADA CONNECTION.
20	6" DI SPOOL	FLxFL	5	
21	LADDER ACCESS	N/A	1	BLICO LADDER UP SAFETY POST ATTACHED TO TOP 2 RUNGS OF PERMANENT LADDER.
22	6" DI SPOOL	FLxPE	2	
23	6" DI SPOOL	PExPE	4	
24	6" PIPE COUPLING	MJ	4	DUAL 6" FLEXIBLE SLEEVE-TYPE PIPE COUPLINGS. FERNCO WITH RESTRAINTS.
25	6" ADAPTER	FLxPE	2	6" RESTRAINED FLANGE COUPLING ADAPTER
26	6" SWING CHECK VALVE	FLxFL	2	
27	VAULT ACCESS HATCH SAFETY	N/A	1	PROVIDE FALL PROTECTION SAFETY GRATING. PROVIDE LOCKS FOR ALL ACCESS HATCHES.
28	6"x6" 45° ELBOW	FLxFL	1	
29	6"x6" 90° ELBOW	FLxFL	3	
30	HANGING HOOK	N/A	2	1/4" BAR STAINLESS STEEL HOOK FOR HANGING LIFTING CHAIN.
31	PIPE SUPPORT	N/A	5	TAYLOR PIPE SUPPORTS #528KT ADJUSTABLE PIPE SADDLE SUPPORT KIT (STAINLESS STEEL)
32	THRUST RESTRAINT PIPE SUPPORT	N/A	2	6" ADJUSTABLE SADDLE CLAMP SUPPORT (STAINLESS STEEL)
33	PIPE BRACE	N/A	2	6" ADJUSTABLE SADDLE CLAMP SUPPORT (STAINLESS STEEL)
34	TRACER WIRE	N/A	N/A	PROVIDE SUFFICIENT LENGTH FOR WIRE TO BE PULLED TO GROUND SURFACE.
35	6"ø FLOOR DRAIN	N/A	1	6"ø CAST IRON FLOOR DRAIN, P-TRAP, & 4" PVC TO WET WELL SLOPED AT 2% MIN.
36	4" FLAP GATE	N/A	1	
37	6" FUSED JOINT DR11 HDPE	MJ		
38	10K SERIES MUFFIN MONSTER	N/A	1	MODEL NO. 10002-0008-DI OPEN CHANNEL GRINDER W/180 GPM FLOW RATE
39	GEOTECHNICAL STABILIZATION FABRIC	N/A	2	REFER TO GEOTECHNICAL REPORT
40	6" WYE		1	
41	3" TO 6" REDUCER	FLXFL	2	



Pump Curve - Goulds WS30D4

CONSTRUCTION NOTES:
1. PUMP STATION MECHANICAL EQUIPMENT SHOWN IS SCHEMATIC. CONTRACTOR IS RESPONSIBLE FOR CORRECT QUANTITIES AND PIPE SPOOL LENGTHS AS REQUIRED FOR A FULLY FUNCTIONAL INSTALLATION. VERIFY ALL DIMENSIONS (BOTH VERTICAL AND HORIZONTAL). VERIFY MANUFACTURERS CONNECTION DETAILS AND INSTALLATION REQUIREMENTS. PROVIDE A DIMENSIONED DRAWING SHOWING ALL VALVES, FITTINGS, PIPE SPOOLS, AND PUMP CONNECTIONS WITH SHOP DRAWING SUBMITTAL. COORDINATE ALL WORK WITH RELATED TRADES TO AVOID CONFLICTS.
2. INITIAL FLOAT SWITCH/SONAR SENSOR SETTINGS PER DETAILS THIS SHEET (FIELD ADJUST TO OPTIMIZE PERFORMANCE AS REQUIRED.)
3. INSTALL PUMP AND ALL RELATED PUMP EQUIPMENT IN STRICT ACCORDANCE WITH THE DRAWINGS, SPECIFICATIONS, AND MANUFACTURERS RECOMMENDATIONS.
4. REFER TO GEOTECH REPORT FOR BACKFILL REQUIREMENTS, IMPORTED BACKFILL MAY BE REQUIRED.
5. PROTECT BUILDINGS, FENCES, CURBS, AND SIDEWALKS ADJACENT TO THE SITE, UNLESS NOTED OTHERWISE. DAMAGE BY CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
6. UNLESS NOTED OTHERWISE, ALL PIPING AND FITTINGS FROM THE PUMPS THROUGH THE VALVE BOX SHALL BE DUCTILE IRON CLASS 53 AND HAVE A 2-PART HIGH BUILD COAL TAR EPOXY COATING (40 MIL THICKNESS) ON INTERIOR AND EXTERIOR SURFACES.
7. ALL BOLTS, NUTS, WASHERS, FASTENERS, ETC. SHALL BE STAINLESS STEEL, TYPE 304 OR 316.
8. INSTALL EXPANSION JOINT MATERIAL BETWEEN CONCRETE STRUCTURES AND ANY CONCRETE SLABS.
9. NOT ALL FEATURES ARE SHOWN IN BOTH PLAN AND SECTION VIEWS FOR CLARITY.
10. BACKUP ELECTRICAL POWER PROVIDED BY A DIESEL OR NATURAL GAS GENERATOR WITH AN AUTOMATIC TRANSFER SWITCH IN AN ALL-WEATHER ENCLOSURE SHALL BE PROVIDED TO ENSURE THAT ALL LIFT STATION COMPONENTS FUNCTION PROPERLY FOR A PERIOD OF AT LEAST ONE WEEK IN THE EVENT THAT THE PRIMARY POWER IS LOST.

Sewer Pump Station Design Data

DESIGN FLOW:
AVERAGE FLOW IN = 150 GPD/UNIT OR 0.104 GPM/UNIT
19.6 GPM AVG FLOW
PEAK FLOW IN (4.0 PF) = 600 GPD/UNIT OR 0.417 GPM/UNIT
78.3 GPM PEAK FLOW

DESIGN VOLUME CAPACITY:
163 UNITS @ 150 GPD + 25 POTENTIAL @ 150 GPD
TOTAL GPD = 28,200 GPD

EMERGENCY OVERFLOW SIZING:
12 HOURS @ PEAK RATE = 56,376 GALLONS
BACKUP GENERATOR TO BE PROVIDED

WET WELL VAULT = 10'x10'x24.25' HIGH
EMERGENCY OVERFLOW VAULT = 18'x75'x6' HIGH

LID/RIM ELEVATION = 4021.75 EL
INVERT IN (8") = 4013.50 EL
ALARM FLOAT/PIPE TO OVERFLOW VAULT = 4007.00 EL
DUAL PUMP ON FLOAT = 4006.00 EL
SINGLE PUMP ON FLOAT = 4005.00 EL
OFF FLOAT = 4004.00 EL
BOTTOM WET WELL = 4003.00 EL
INVERT AT CONNECTION TO EXISTING SEWER = 4023.97 EL
PRESSURE LINE INV AT MANHOLE CONNECTION = 4026.97 EL
(SEE PRESSURE SEWER OUTFALL SHEETS FOR CONNECTION)

748 GAL DOSE PER PUMP CYCLE
ELEVATION HEAD = 23 FT
PIPE LOSS HEAD 6" PIPE @ 250 GPM = 7 FT
TDH = 30 FT
SINGLE PUMP FLOW @ 30 TDH = 250 GPM
6" PRESSURE PIPE VELOCITY @ 250 GPM = 2.8 FT/S

VOLUME TO PUMP 1 ON = 748 GAL
ADDITIONAL VOLUME TO PUMP 2 ON = 748 GAL

AVERAGE FLOW PUMP RUNTIME =	3.2 MIN
AVERAGE FLOW PUMP BREAKTIME =	38.2 MIN
AVERAGE FLOW CYCLE TIME =	41.4 MIN
PEAK FLOW PUMP RUNTIME =	4.4 MIN
PEAK FLOW PUMP BREAKTIME =	9.6 MIN
PEAK FLOW CYCLE TIME =	14.0 MIN

PUMP TYPE:
GOULDS WS30D4 OR APPROVED EQUIVALENT

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REVISIONS

DATE	DESCRIPTION
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Blue Bison Villas
MOAB CITY, GRAND COUNTY, UTAH

Sewer Lift Station Plans

REGISTERED PROFESSIONAL ENGINEER
5338480
JEREMY A. DRAPER
10/01/2024
STATE OF UTAH

Project Info.
Engineer: JEREMY A. DRAPER, P.E.
Drafter: C. KINGSLEY
Begin Date: JUNE 2022
Name: BLUE BISON VILLAGE
Number: 7650-02

21
26 Total Sheets

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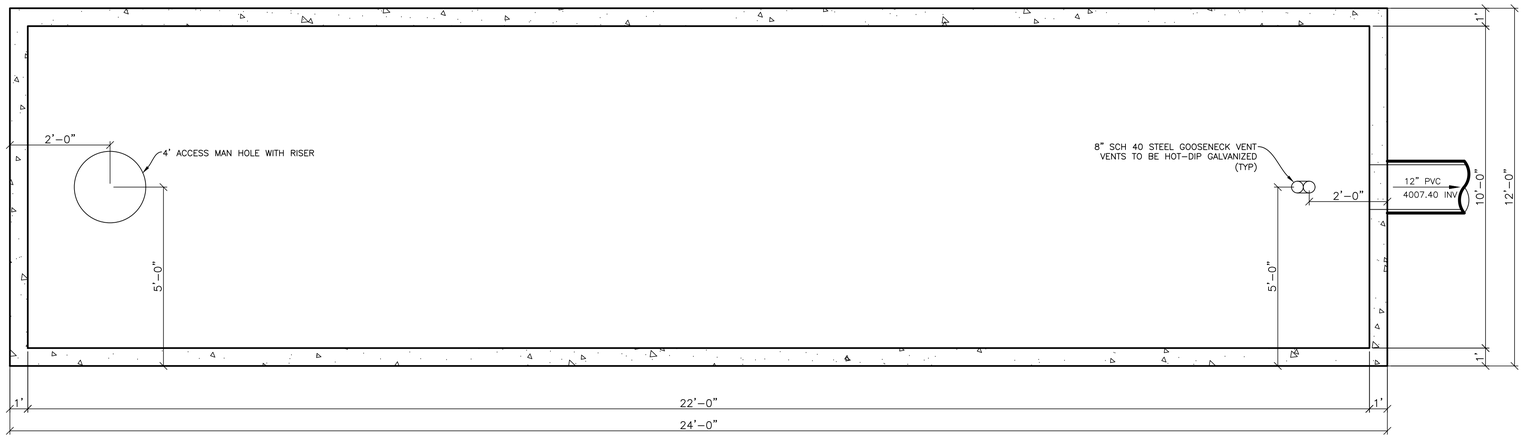
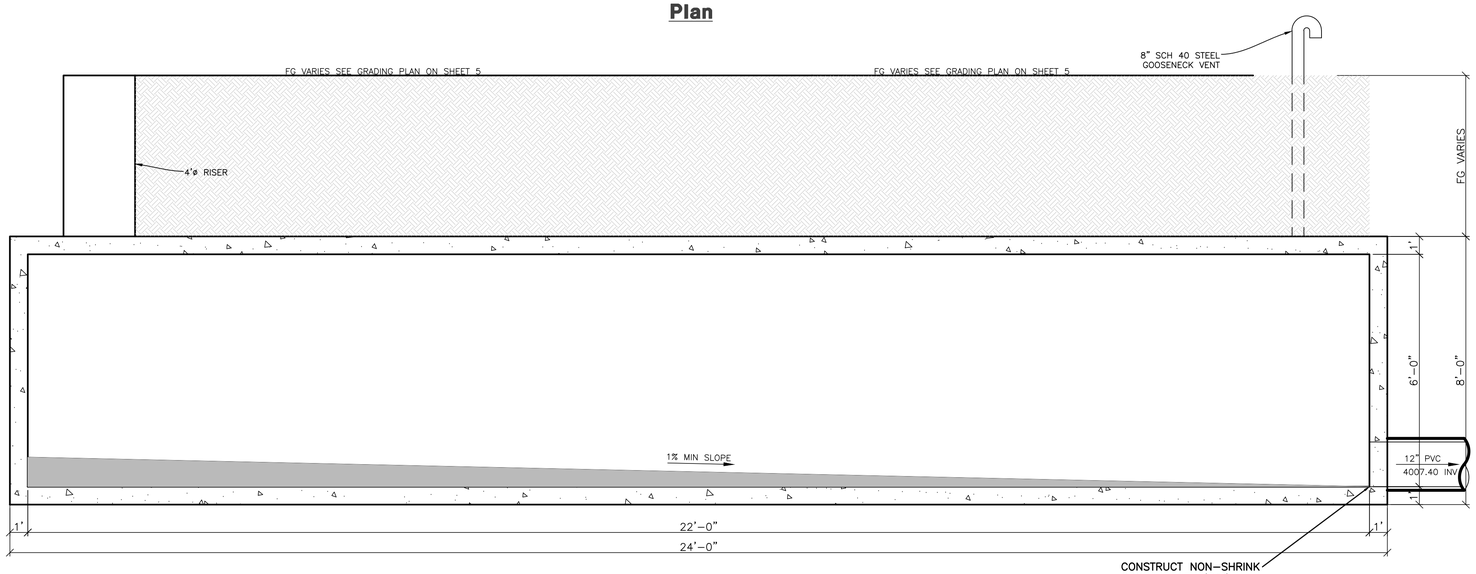


Plan



Profile

Lift Station Surge Tank

SCALE: NONE

Blue Bison Villas
Moab City, Grand County, Utah 7650-02

*Groundwater depth per Moab Geotechnical Group report.
**Structure above groundwater.
***Groundwater depth compared to top of structure. Soil weight on top of structure not included.

Wet Well Buoyancy Calculations

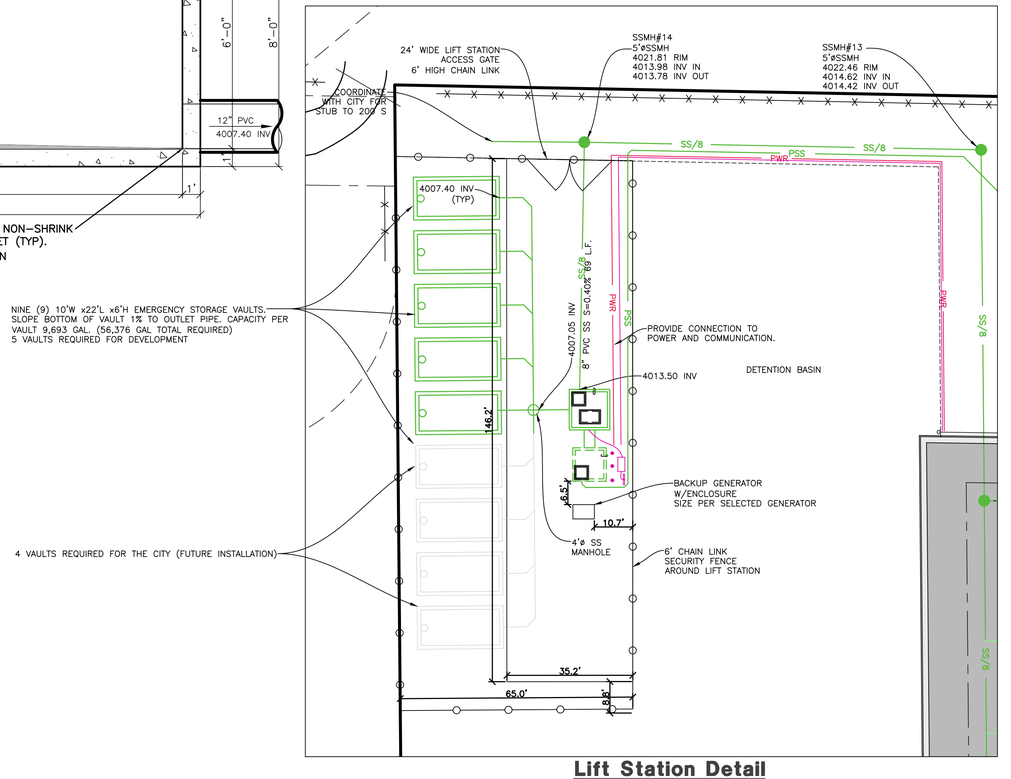
Groundwater Depth*	10.00 ft
Structure Depth	20.25 ft
Assumed Groundwater Seasonal Fluctuation	0.00 ft
(Structure Depth - Groundwater Depth) x 62.4 lbs/cf	639.6 lbs/s.f.
Wet Well Area	100 s.f.
Uplift Buoyant Force	63960 lbs
Unit Weight Concrete	150 lbs/c.f.
Inner Structure Area	100 s.f.
Outer Structure Area	152 s.f.
Concrete Volume	1357 c.f.
Structure Weight	203550 lbs
203550 lbs (dead weight) >63960 lbs (uplift force)	3.18 FS

Valve Box Buoyancy Calculations

Groundwater Depth**	10.00 ft
Structure Depth	8.75 ft
Assumed Groundwater Seasonal Fluctuation	0.00 ft
(Structure Depth - Groundwater Depth) x 62.4 lbs/cf	0 lbs/s.f.
Wet Well Area	64 s.f.
Uplift Buoyant Force	0 lbs
Unit Weight Concrete	150 lbs/c.f.
Inner Structure Area	64 s.f.
Outer Structure Area	100 s.f.
Concrete Volume	515 c.f.
Structure Weight	77250 lbs
77250 lbs (dead weight) >0 lbs (uplift force)	N/A FS

Storage Vault Buoyancy Calculations

Groundwater Depth***	2.00 ft
Structure Depth	8.00 ft
Assumed Groundwater Seasonal Fluctuation	0.00 ft
(Structure Depth - Groundwater Depth) x 62.4 lbs/cf	374.4 lbs/s.f.
Wet Well Area	64 s.f.
Uplift Buoyant Force	23962 lbs
Unit Weight Concrete	150 lbs/c.f.
Inner Structure Area	220 s.f.
Outer Structure Area	288 s.f.
Concrete Volume	1120 c.f.
Structure Weight	168000 lbs
168000 lbs (dead weight) >23961.6 lbs (uplift force)	7.01 FS



Lift Station Detail

SCALE: 1:20

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REVISIONS

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Blue Bison Villas
MOAB CITY, GRAND COUNTY, UTAH

Lift Station Surge Tank Details

REGISTERED PROFESSIONAL ENGINEER
5338480
JEREMY A. DRAPER
10/01/2024
STATE OF UTAH

Project Info.
Engineer: JEREMY A. DRAPER, P.E.
Drafter: C. KINGSLEY
Begin Date: JUNE 2022
Name: BLUE BISON VILLAGE
Number: 7650-02

22
26 Total Sheets

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30 0 30 60 90

Scale: 1" = 30'

811 Know what's below. Call before you dig.

PLANT TABLE

TREES

Quantity	Symbol	Scientific Name	Common Name	Size
14		Celtis occidentalis	Common Hackberry	2" cal.
13		Juniperus scopulorum 'Skyrocket'	Sky Rocket Juniper	4' Ht
40		Malus sp. 'Red Barron'	Red Barron Crabapple	2" cal.
29		Syringa reticulata 'Ivory Silk'	Ivory Silk Lilac Tree	2" cal.
15		Zelkova serrata 'Village Green'	Village Green Zelkova	2" cal.

SHRUBS

Quantity	Symbol	Scientific Name	Common Name	Size
102		Cornus alba 'Cream Cracker'	Cream Cracker Dogwood	5 gal.
65		Physocarpus opulifolius 'Dart's Gold'	Darts Gold Ninebark	5 gal.
27		Potentilla fruiticosa 'Gold Drop'	Gold Drop Cinquefoil	5 gal.
39		Rhamnus frangula 'Columnaris'	Tallhedge Columnar Buckthorn	5 gal.
90		Ribes Alpinum 'Green Mound'	Green Mound Alpine Currant	5 gal.
35		Rosa sp. 'Fuchsia Meidiland'	Fuchsia Meidiland Rose	5 gal.
48		Salvia Dorrii	Dorr Sage	1 gal.
40		Thuja occidentalis 'Smaragd'	Emerald Green Arborvitae	5 gal.
47		Yucca filamentosa 'Color Guard'	Color Guard Yucca	5 gal.

PERENNIALS

Quantity	Symbol	Scientific Name	Common Name	Size
14		Calamagrostis 'Karl Foerster'	Karl Foerster Grass	1 gal.
129		Hemerocallis 'Stella de Oro'	Stella de Oro Daylily	1 gal.

OTHER

Symbol	Description	Size/Type
	Rock Mulch – Cobble – Gray Place mulch over 5 ounce Professional weed barrier cloth in all planting beds. Contractor to provide samples to owner for approval prior to delivery.	2–4" Diameter 3" Depth
	Rock Mulch – Crushed – Brown/Tan Place mulch over 5 ounce Professional weed barrier cloth in all planting beds. Contractor to provide samples to owner for approval prior to delivery.	1" Minus 3" Depth
	Seed Mix – Non Irrigated seed mix	Hydroseed
	Concrete Mow Strip	6"x6"
	Landscape Boulders	3'–5' Diameter

Total Parking Areas.....29,880 SF
Interior Parking Landscape Required....(15%).....4,482 SF
Interior Parking Landscape Provided....(29%).....8,577 SF

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REVISIONS

DATE	DESCRIPTION

Blue Bison Villas

MOAB CITY, GRAND COUNTY, UTAH

Landscape Plan

LICENSED LANDSCAPE ARCHITECT
6431601
NATHAN C. PETERSON
09/30/2024
STATE OF UTAH

Project Info.

Engineer: JEREMY A. DRAPER, P.E.
Drafter: N. PETERSON
Begin Date: JUNE 2022
Name: BLUE BISON VILLAGE
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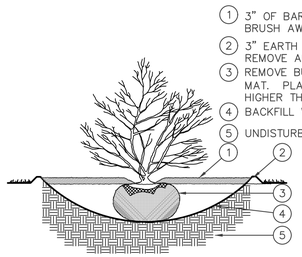
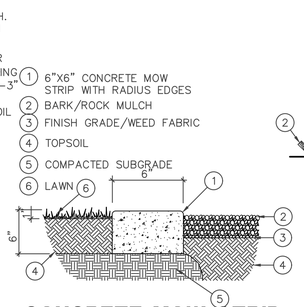


NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

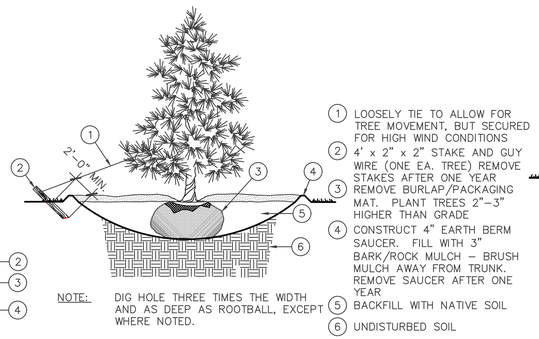
SHRUB PLANTING

NTS



CONCRETE MOW STRIP

NTS



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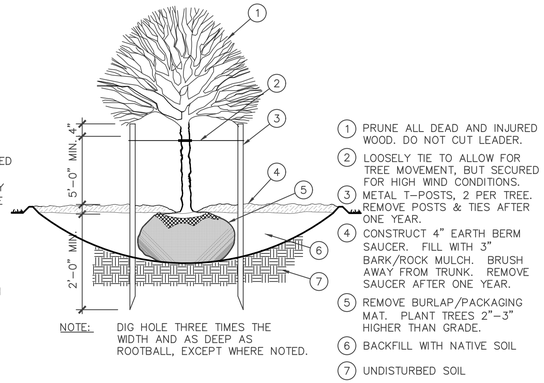
CONIFEROUS TREE PLANTING

NTS



NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

DECIDUOUS TREE PLANTING

NTS

PLANTING NOTES

1. This planting plan is diagrammatic and plant locations are approximate.
2. Field survey, stake, and string the layout and locations of site construction features for approval before actual construction. The layout shall conform to the exact location and grades of the intended work to be done.
3. Coordinate all aspects of the planting plans with the irrigation system and call the attention of the owners representative to any conflict in placement of plants in relation to sprinkler heads, lines and valves at the time the landscape installation phase takes place.
4. Finish grade of soil in lawn areas shall be 2" below pads, walks, paving, headers and curbs to accommodate sod. Grades in areas when seeded shall be 1" lower than adjacent edge.
5. Native topsoil shall be stockpiled and stored on site whenever possible for use in landscape areas.
6. All sod areas shall receive a minimum 4" depth of native topsoil and shrub beds shall receive a minimum of 8" of native topsoil.
7. Imported topsoil, when required, shall come from a reputable source, have a loam consistency and be free of weeds and debris.
8. Face each shrub to give the most pleasing look as seen from a line perpendicular to the wall or walk to/from which it is viewed.
9. Edging or Curbing shall be installed as shown on the plan to separate grass from shrub beds.
10. Shrub beds shall drain properly to prevent standing water from occurring. Call improperly draining planters or planting beds to the attention of the owners representative before planting. Provide positive drainage away from all structures and walls. Slope landscape areas 2% minimum.
11. Place mulch in all shrub beds and perennial areas. See schedule for depth and type. Do not crowd out small perennial plants with excessive mulch.
12. Provide a 3' minimum diameter circle "tree ring" around trees that are placed within lawn areas. Place a 3" min. depth of mulch. Use shredded bark mulch or match mulch being used for shrub beds.
13. The contractor shall maintain all work until work is complete and accepted by the Owner. The contractor shall maintain and guarantee all work for a period of THIRTY DAYS from the date of final acceptance by the Owner. Maintenance shall include mowing, weeding, fertilizing and irrigating.

CARE AND MAINTENANCE PLAN

1. Landscape maintenance shall be conducted from April to the end of October.
2. Maintenance shall be conducted on a weekly basis and shall include mowing, edging and string trimming of lawn areas.
3. Shrub beds shall include weeding, raking and the cleanup of trash and other debris.
4. Shrub and Lawn areas are to be fertilized a minimum of 3 times per season.
5. Shrubs to be pruned and shaped in June and in the fall during fall cleanup.
6. Fall cleanup shall consist of raking of leaves and cutting back of perennial vegetation and ornamental grasses after leaves have fallen.
7. Irrigation station times shall be based upon historical evapotranspiration data from the nearest weather station and calculated precipitation rates of irrigation nozzles per irrigation equipment manufacturer.
8. Lawn shall be watered no more than 4 times a week per station and adjusted monthly to match seasonal irrigation requirements.
9. Shrub beds to be watered no more than 2 times per week.
10. Irrigation clocks shall be set to allow for cycling and soaking of each station to reduce irrigation runoff.
11. Wood mulch shall be replenished at least every three years to maintain 3 inches of depth.

https://dzdesigns.com/signs/street-signs/

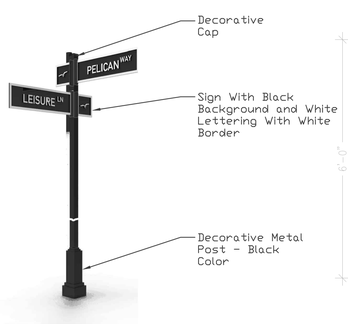
STOP SIGN EXAMPLE

NTS

https://dzdesigns.com/signs/street-signs/

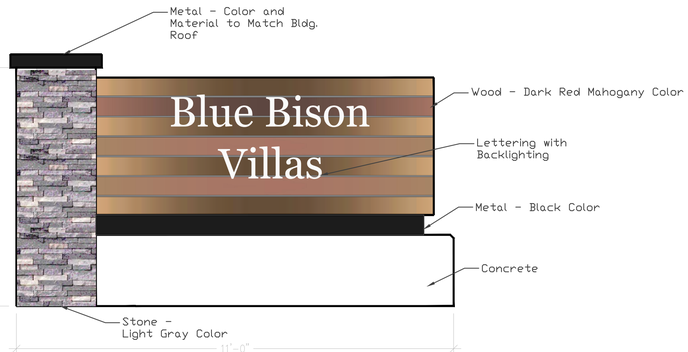
PARKING SIGN EXAMPLE

NTS



STREET SIGN EXAMPLE

NTS



ENTRY MONUMENT

NTS

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TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS

DATE	DESCRIPTION

Blue Bison Villas

MOAB CITY, GRAND COUNTY, UTAH

Landscape and Sign Details

LICENSED LANDSCAPE ARCHITECT
6431601
NATHAN C. PETERSON
09/30/2024
STATE OF UTAH

Project Info.

Engineer: JEREMY A. DRAPER, P.E.
Drafter: N. PETERSON
Begin Date: JUNE 2022
Name: BLUE BISON VILLAGE
Number: 7650-02

24
26 Total Sheets

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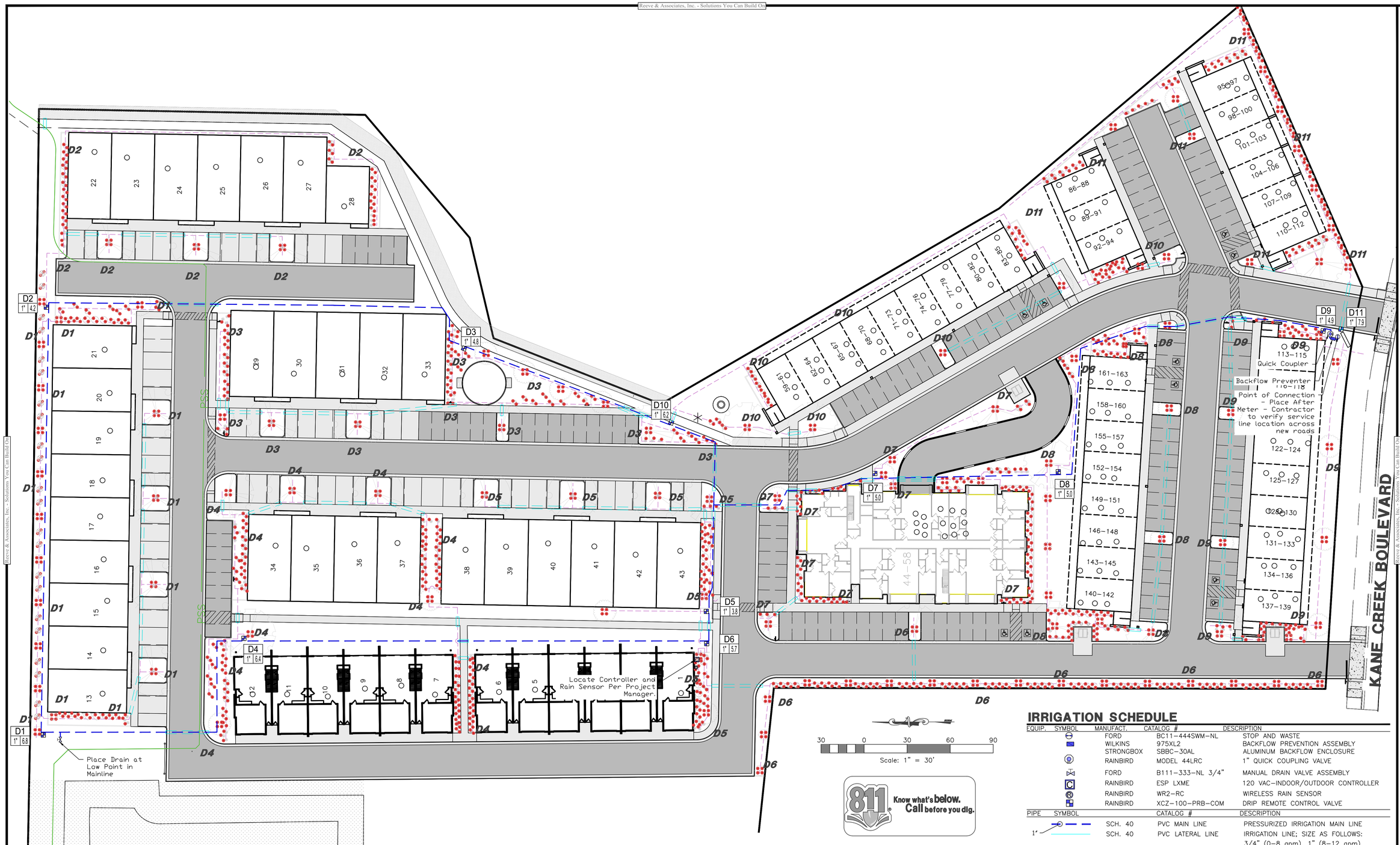

811 Know what's below. Call before you dig.

IRRIGATION SCHEDULE

EQUIP.	SYMBOL	MANUFACT.	CATALOG #	DESCRIPTION
		FORD	BC11-444SWM-NL	STOP AND WASTE
		WILKINS	975XL2	BACKFLOW PREVENTION ASSEMBLY
		STRONGBOX	SBBC-30AL	ALUMINUM BACKFLOW ENCLOSURE
		RAINBIRD	MODEL 44LRC	1" QUICK COUPLING VALVE
		FORD	B111-333-NL 3/4"	MANUAL DRAIN VALVE ASSEMBLY
	C	RAINBIRD	ESP LXME	120 VAC-INDOOR/OUTDOOR CONTROLLER
		RAINBIRD	WR2-RC	WIRELESS RAIN SENSOR
		RAINBIRD	XCZ-100-PRB-COM	DRIP REMOTE CONTROL VALVE

PIPE	SYMBOL	CATALOG #	DESCRIPTION
		SCH. 40	PVC MAIN LINE	PRESSURIZED IRRIGATION MAIN LINE
1"		SCH. 40	PVC LATERAL LINE	IRRIGATION LINE; SIZE AS FOLLOWS: 3/4" (0-8 gpm), 1" (8-12 gpm), 1 1/4" (12-22 gpm), 1 1/2" (22-30 gpm), 2" (30-50 gpm)
		SCH. 40	PVC SLEEVE	2 X DIA. - USE UNDER PAVEMENT

DRIP	SYMBOL	MANUFACT.	CATALOG #	DESCRIPTION
		RAINBIRD	XB-T-20-PC	XERIBUG DRIP EMITTERS, 2 GAL/HOUR 1 EMITTER PER 1 GALLON PLANT 2 EMITTERS PER 5 GALLON PLANT 4 EMITTERS PER TREE (OUTSIDE TURF AREAS)
		PVC/POLY	DRIP LATERAL LINE	1/2"-3/4" LATERAL SUPPLY LINE

LABELS

D1 / 1" / 5
- DRIP VALVE NUMBER
- GALLONS PER MINUTE
- VALVE SIZE

D1 — DRIP IRRIGATION ZONE NUMBER

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TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS

DESCRIPTION	DATE

Blue Bison Villas

MOAB CITY, GRAND COUNTY, UTAH

Irrigation Plan

LICENSED LANDSCAPE ARCHITECT
Reeve & Associates
NATHAN C. PETERSON
09/30/2024
STATE OF UTAH

Project Info.

Engineer: JEREMY A. DRAPER, P.E.
Drafter: N. PETERSON
Begin Date: JUNE 2022
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Number: 7650-02

25
26 Total Sheets

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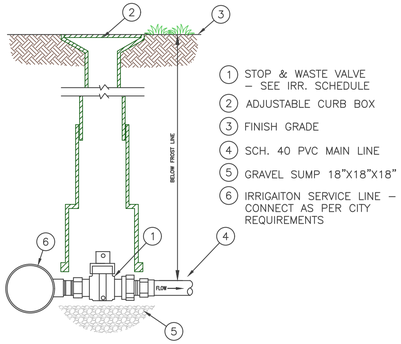
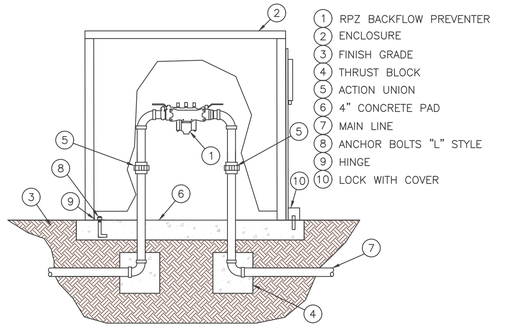


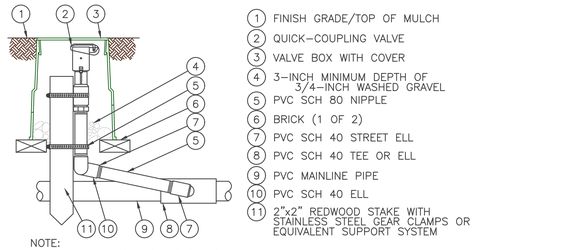
STOP & WASTE ASSEMBLY

N.T.S.



BACKFLOW PREVENTER

N.T.S.



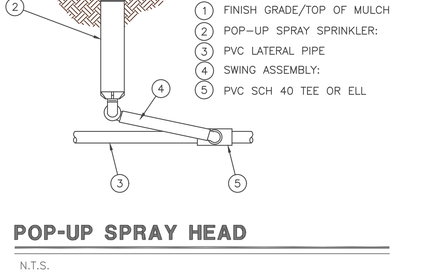
NOTE:
FURNISH FITTINGS AND PIPING NOMINALLY SIZED IDENTICAL TO NOMINAL QUICK COUPLING VALVE INLET SIZE.

QUICK COUPLING VALVE

N.T.S.

IRRIGATION NOTES

1. This irrigation plan is diagrammatic and equipment locations are approximate. Equipment and piping may be shown outside landscape areas for graphic purposes only.
2. Place sleeves where piping crosses under paved areas prior to being paved. Sleeves shall be twice the diameter of the largest irrigation line to be sleeved.
3. The intention of the Contracting Officer's rep and consultant is to have constructed, under the construction contract, a complete project ready for use. The general contractor and his sub–contractors should view these documents accordingly. Any apparent question, incomplete area, areas of discrepancy or contradiction in these documents should be brought to the attention of the Contracting Officer's rep prior to bidding. By submitting a bid on this project, the bidder certifies that he has fully informed himself of the requirements of the construction drawings, as they relate to his work, and has read and understands the notes and specifications. Also, that any questions, incomplete areas, discrepancies or contradictions have been brought to the attention of the Contracting Officer's rep and that they have been resolved.
4. Willful installation of this work when it is obvious there exists job/site conditions or discrepancies on the plans that are detrimental to the project and that should be brought to the attention of the Contracting Officer's rep will be back–charged to the installer. The installer assumes full responsibility to correct the work at his own expense if he fails to give the required notification for resolution.
5. Existing landscape outside the limits of disturbance shall be protected and repaired, if damaged, at no additional cost to the owner.
6. Refer to irrigation schedule and details for more information.
7. Hand trenching only shall occur within the drip line of existing trees. Machine trenching is strictly prohibited.
8. Consult with General Contractor, in conjunction with the design team, before cutting through tree roots 2" or larger.
9. Spray, rotor and rotary heads are intended to provide head to head coverage with minimal over–spray onto non–irrigated areas.
10. Quantities provided are for convenience only. The contractor is required to verify quantities and adjust bid and construction accordingly. If major discrepancies exist, notify Contracting Officer's rep immediately.
11. Water pressure shall be verified on site by landscape contractor.
12. See Irrigation schedule for lateral line sizing, typical for all irrigated areas.



TRENCH SECTION

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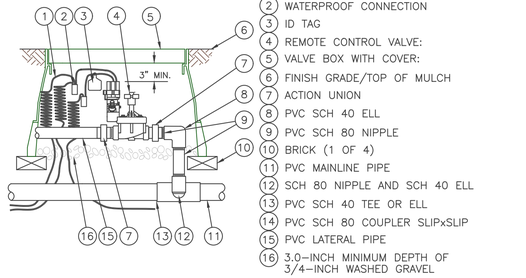
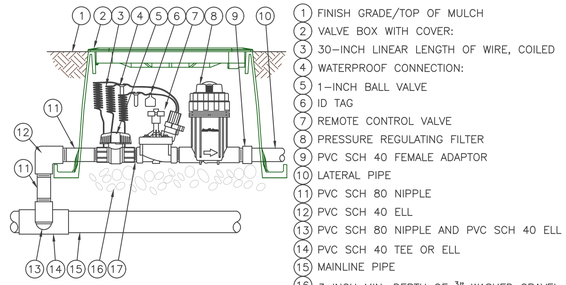


REMOTE CONTROL VALVE

N.T.S.



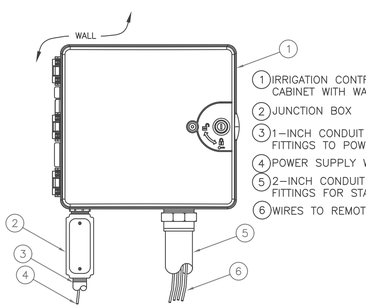
REMOTE CONTROL DRIP VALVE

N.T.S.

Note: Place at low spot(s) in Mainline to allow for proper winterization

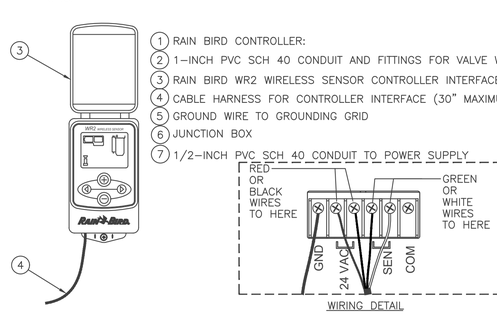
MANUAL DRAIN VALVE

N.T.S.



IRRIGATION CONTROLLER

N.T.S.

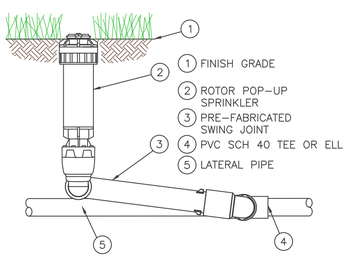


WIRELESS RAIN SENSOR

N.T.S.

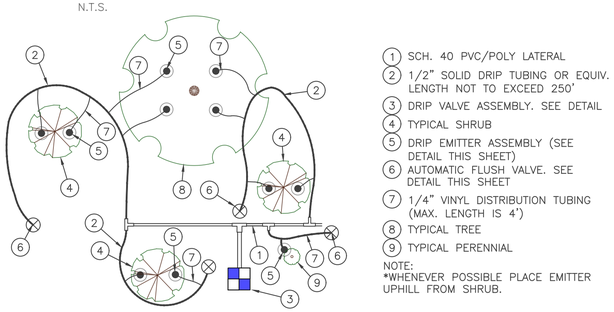
POP-UP SPRAY HEAD

N.T.S.



ROTOR POP-UP HEAD

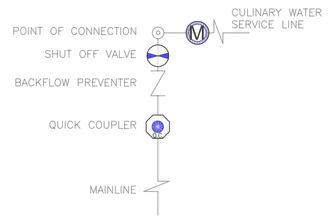
N.T.S.



NOTE:
*WHENEVER POSSIBLE PLACE EMITTER UPHILL FROM SHRUB.

DRIP ZONE LAYOUT

N.T.S.



POINT OF CONNECTION-CULINARY

N.T.S.

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REVISIONS

DATE	DESCRIPTION

Blue Bison Villas
MOAB CITY, GRAND COUNTY, UTAH

Irrigation Details

LICENSED LANDSCAPE ARCHITECT
NATHAN C. PETERSON
09/30/2024
STATE OF UTAH

Project Info.
Engineer: JEREMY A. DRAPER, P.E.
Drafter: N. PETERSON
Begin Date: JUNE 2022
Name: BLUE BISON VILLAGE
Number: 7650–02

26
26 Total Sheets

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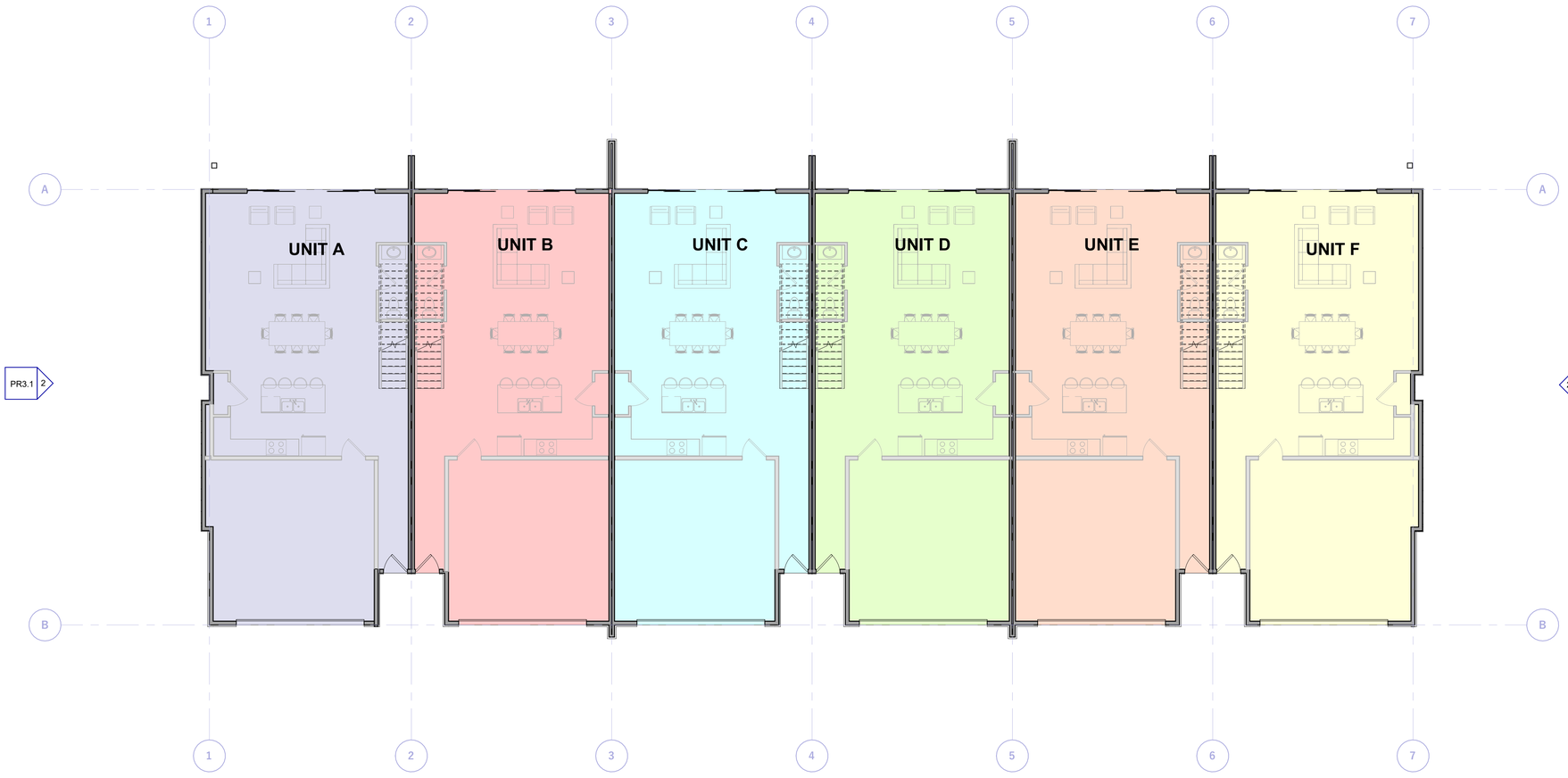
REAR



LEFT SIDE

RIGHT SIDE

FRONT

1 PR0.1 LEVEL 1 OVERALL

1/8" = 1'-0"

PR0.1

LEVEL 1 OVERALL

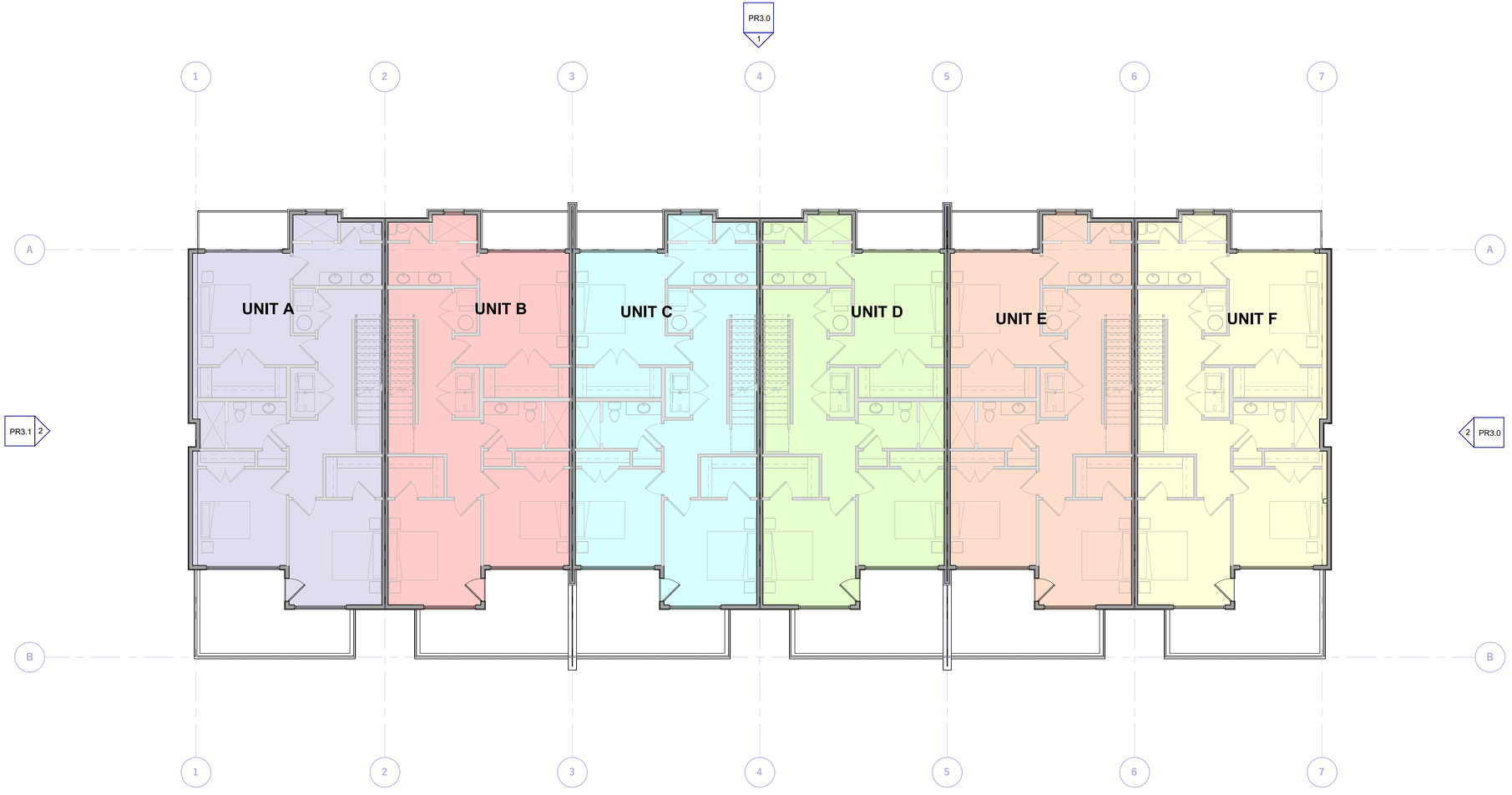
BLUE BISON VILLAGE A UNITS

135 E. CENTER STREET, NORTH SALT LAKE, UTAH 84054 | 849 W. HILL FIELD RD. STE. 201 LAYTON, UT 84041 | 150 N. MAIN STREET STE. 101 HEBER CITY, UT 84032 | (801) 936-1343

MAY. 29TH 2024

JZW ARCHITECTS

REAR



FRONT

1 PR0.2 LEVEL 2 OVERALL

1/8" = 1'-0"

PR0.2

LEVEL 2 OVERALL

BLUE BISON VILLAGE A UNITS

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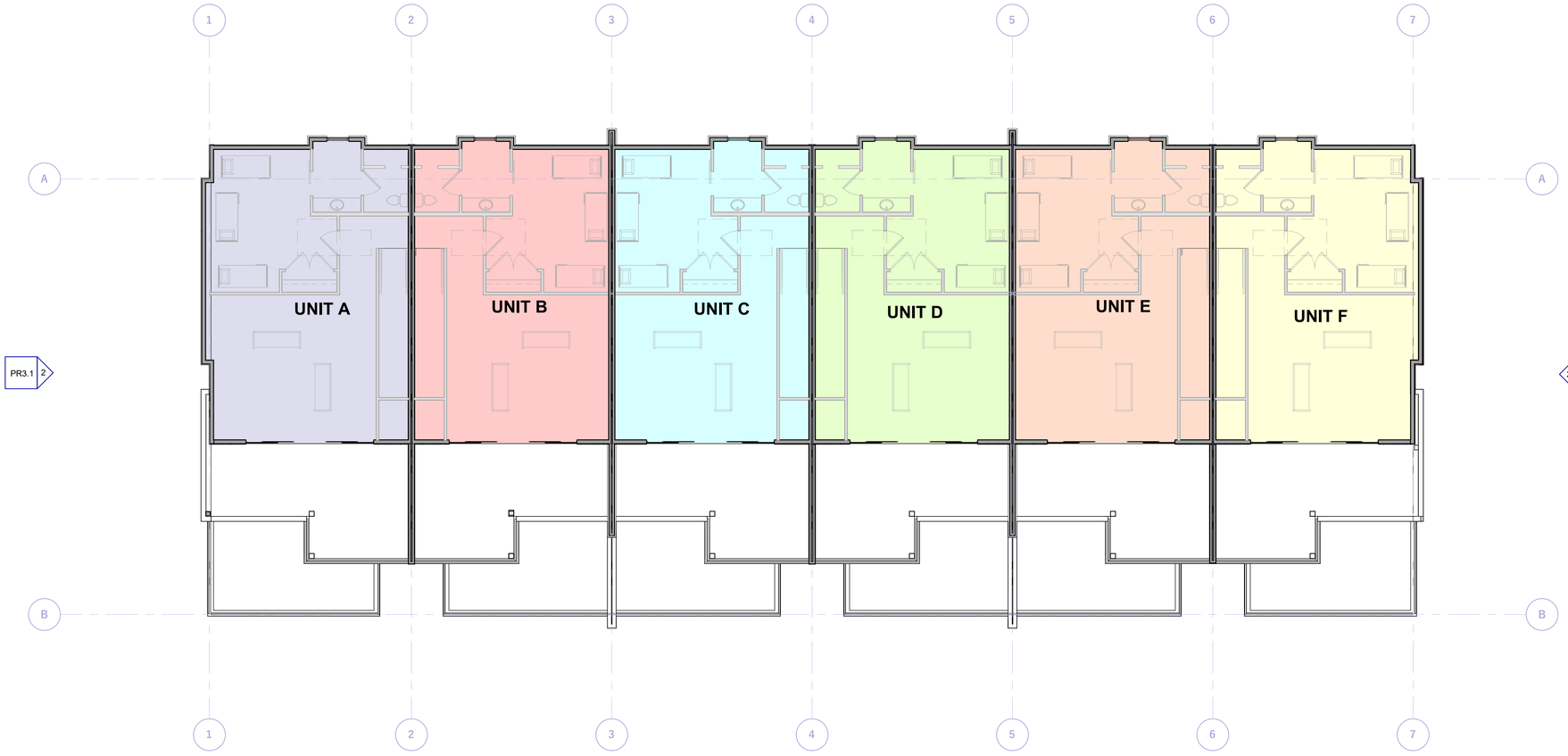
MAY. 29TH 2024

JZW ARCHITECTS

REAR

PR3.0
1



LEFT SIDE

PR3.1
2

2
PR3.0

RIGHT SIDE

1
PR3.1

FRONT

1
PR0.3

LEVEL 3 OVERALL

1/8" = 1'-0"

PR0.3

LEVEL 3 OVERALL

BLUE BISON VILLAGE A UNITS

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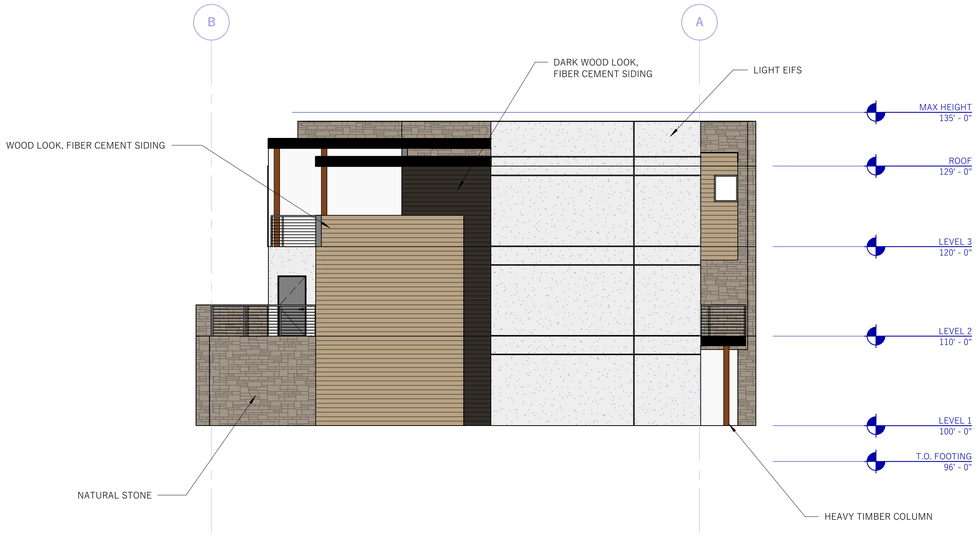
MAY. 29TH 2024

JZW ARCHITECTS

1
PR3.0

REAR ELEVATION

1/8" = 1'-0"



2
PR3.0

RIGHT SIDE ELEVATION

1/8" = 1'-0"

PR3.0

BUILDING ELEVATIONS

BLUE BISON VILLAGE A UNITS

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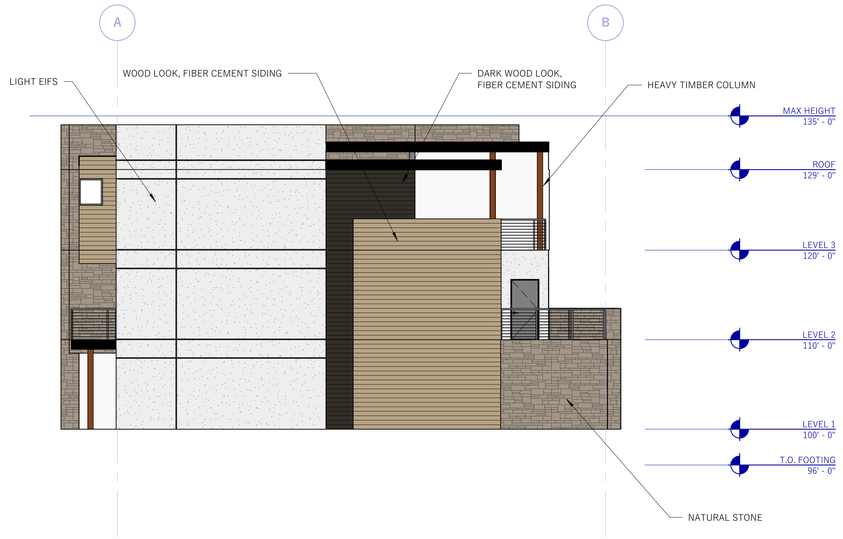
MAY. 29TH 2024

JZW ARCHITECTS

1
PR3.1

FRONT ELEVATION

1/8" = 1'-0"



2
PR3.1

LEFT SIDE ELEVATION

1/8" = 1'-0"

PR3.1

BUILDING ELEVATIONS

BLUE BISON VILLAGE A UNITS

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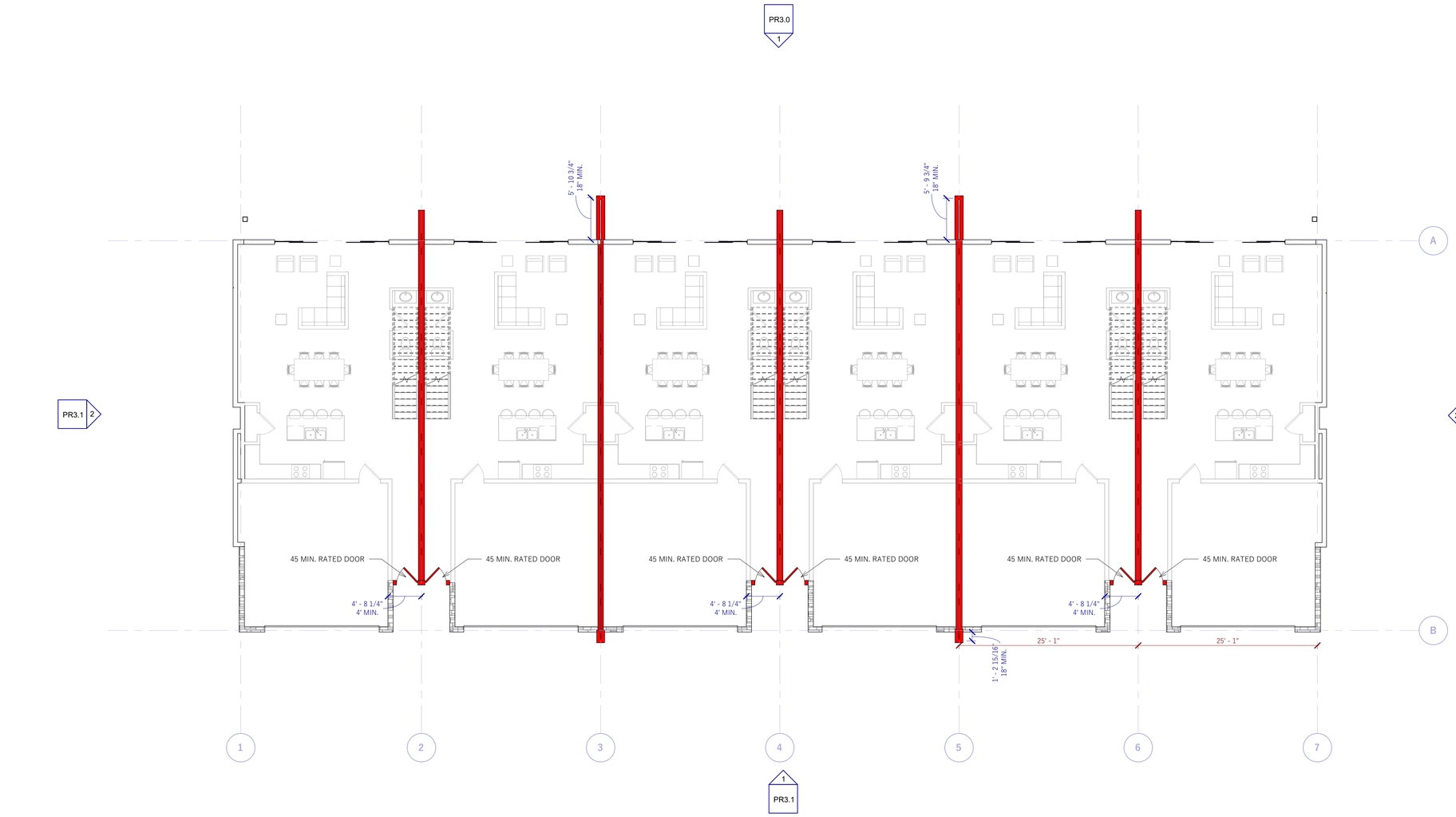
MAY. 29TH 2024

JZW ARCHITECTS



1 PR4.1 **LEVEL 1 FIRE SEPARATION PLAN**

1/8" = 1'-0"

PR4.1

LEVEL 1 FIRE SEPARATION PLANS

BLUE BISON VILLAGE A UNITS

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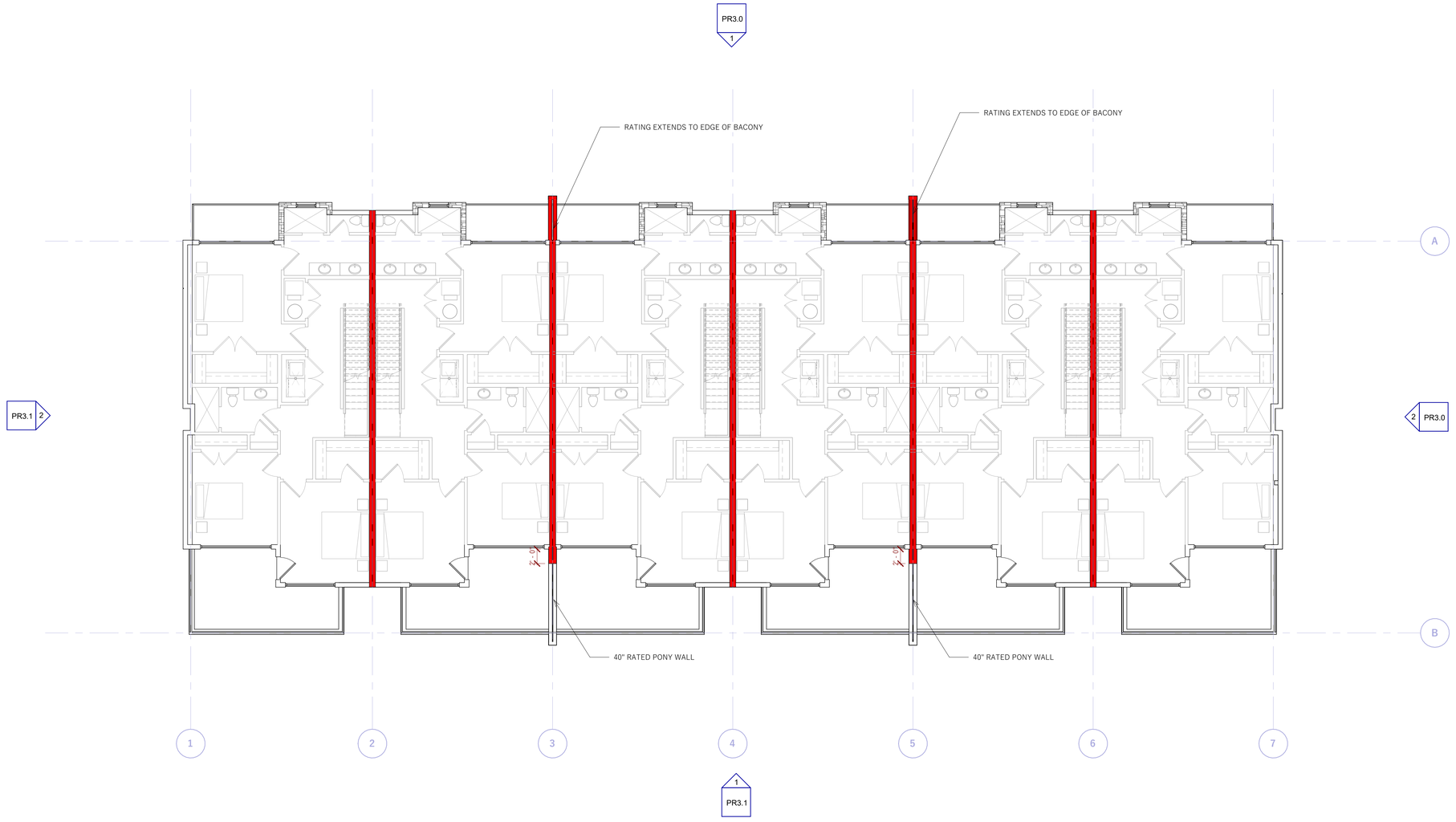
MAY. 29TH 2024

JZW ARCHITECTS



1 / PR4.2 **LEVEL 2 FIRE SEPARATION PLAN**

1/8" = 1'-0"

PR4.2

LEVEL 2 FIRE SEPARATION PLANS

BLUE BISON VILLAGE A UNITS

MAY. 29TH 2024

JZW ARCHITECTS

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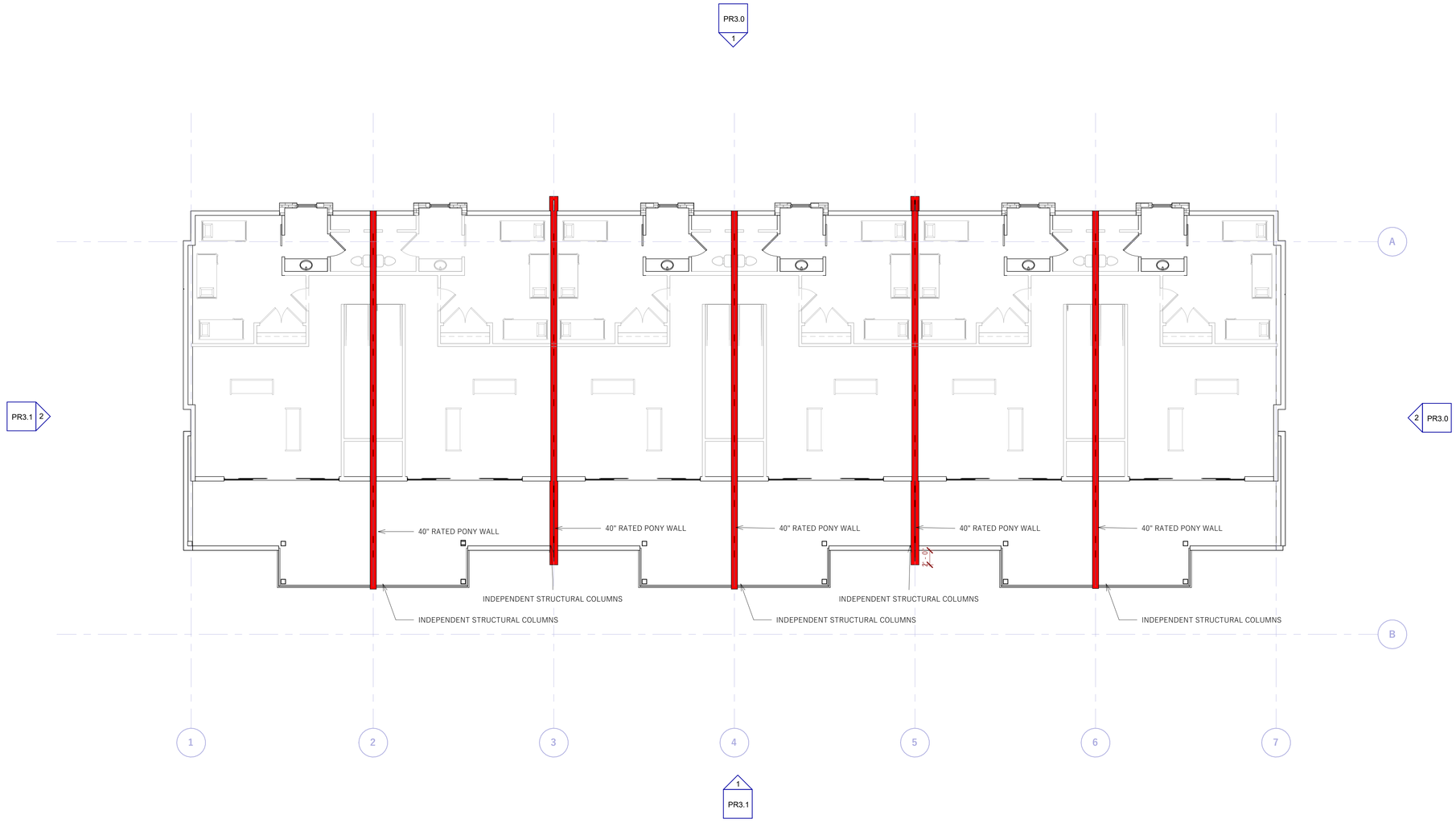

1 PR4.3 **LEVEL 3 FIRE SEPARATION PLAN**

1/8" = 1'-0"

PR4.3

LEVEL 3 FIRE SEPARATION PLANS

BLUE BISON VILLAGE A UNITS

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MAY. 29TH 2024

JZW ARCHITECTS

FRONT VIEW CONCEPT

REAR VIEW CONCEPT

PR5.0

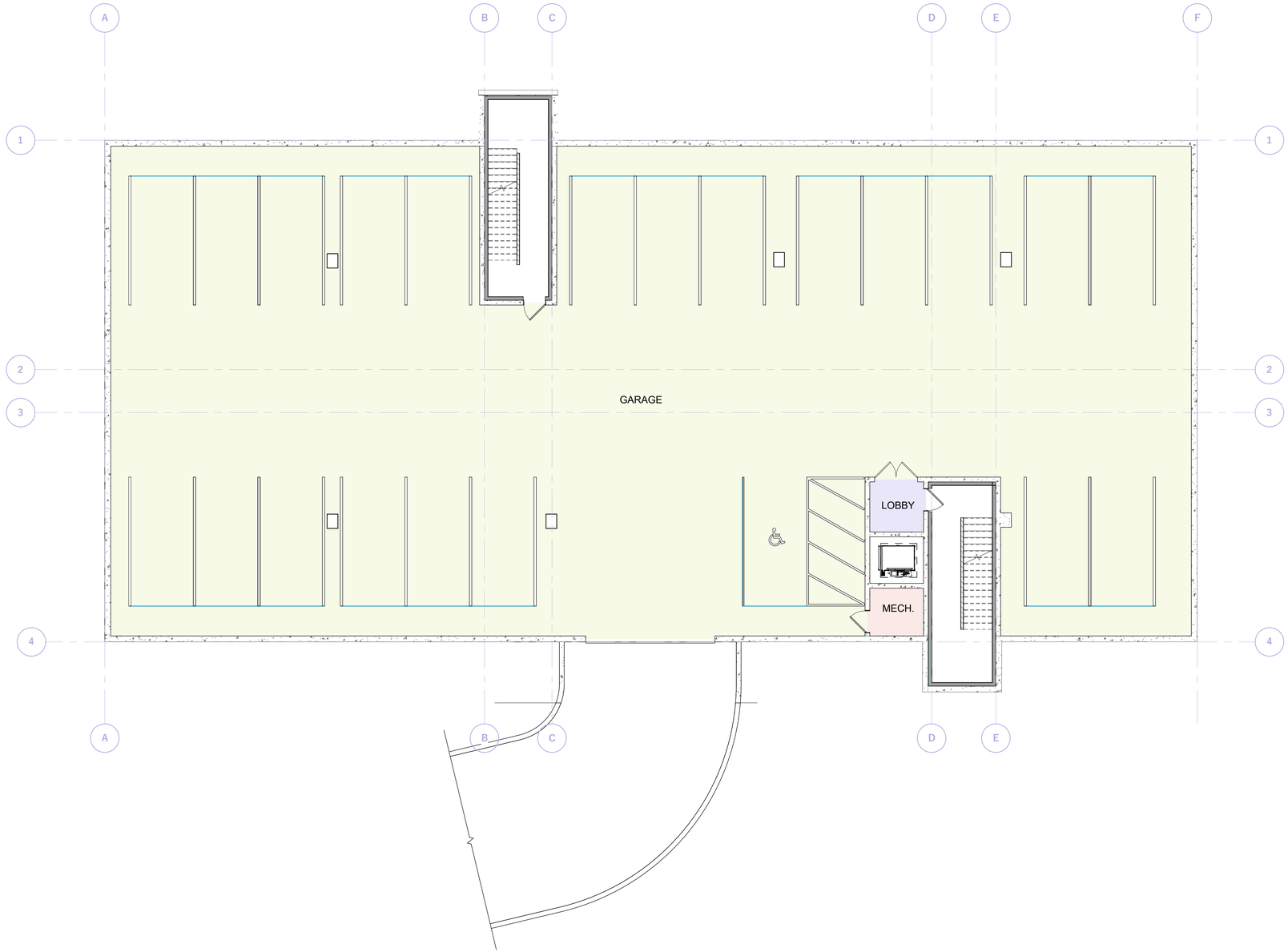
3D VIEWS

BLUE BISON VILLAGE A UNITS

135 E. CENTER STREET, NORTH SALT LAKE, UTAH 84054 | 849 W. HILL FIELD RD. STE. 201 LAYTON, UT 84041 | 150 N. MAIN STREET STE. 101 HEBER CITY, UT 84032 | (801) 936-1343

MAY. 29TH 2024

JZW ARCHITECTS



1
PR0.1

GARAGE

1/8" = 1'-0"

PR0.1

GARAGE PLAN

BLUE BISON VILLAGE (B UNITS)

135 E. CENTER STREET, NORTH SALT LAKE, UTAH 84054 | 849 W. HILL FIELD RD. STE. 201 LAYTON, UT 84041 | 150 N. MAIN STREET STE. 101 HEBER CITY, UT 84032 | (801) 936-1343

MAY. 29TH 2024

JZW ARCHITECTS

REAR

LEFT SIDE

PR3.1 2

RIGHT SIDE

2 PR3.0

FRONT

1 PR1.0 TYPICAL UNIT FLOOR PLAN

1/8" = 1'-0"

PR1.0

FLOOR PLAN

BLUE BISON VILLAGE (B UNITS)

135 E. CENTER STREET, NORTH SALT LAKE, UTAH 84054 | 849 W. HILL FIELD RD. STE. 201 LAYTON, UT 84041 | 150 N. MAIN STREET STE. 101 HEBER CITY, UT 84032 | (801) 936-1343

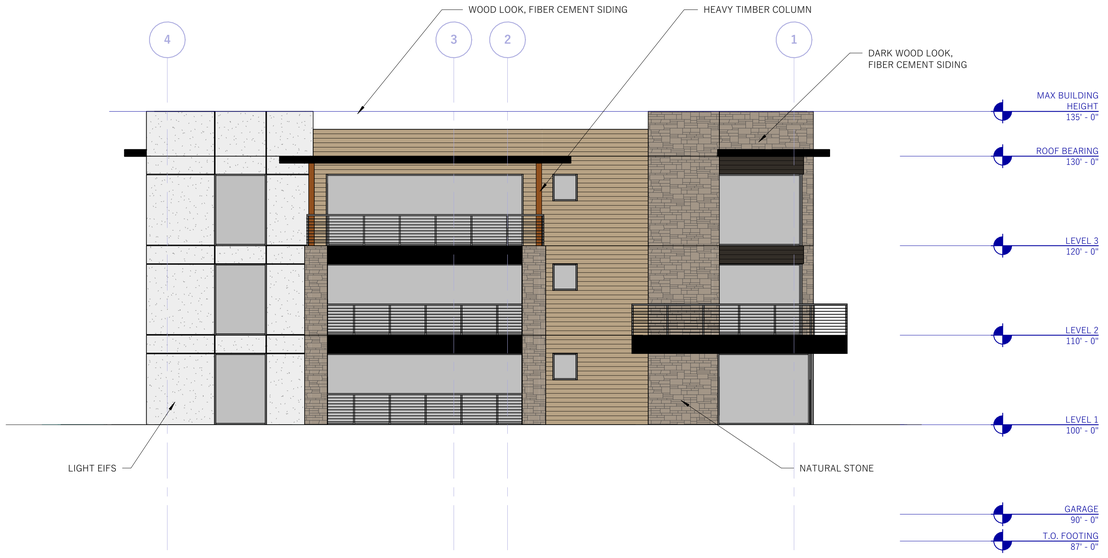
MAY. 29TH 2024

JZW ARCHITECTS

1
PR3.0

FRONT ELEVATION

1/8" = 1'-0"



2
PR3.0

LEFT SIDE ELEVATION

1/8" = 1'-0"

PR3.0

BUILDING ELEVATIONS

BLUE BISON VILLAGE (B UNITS)

135 E. CENTER STREET, NORTH SALT LAKE, UTAH 84054 | 849 W. HILL FIELD RD. STE. 201 LAYTON, UT 84041 | 150 N. MAIN STREET STE. 101 HEBER CITY, UT 84032 | (801) 936-1343

MAY. 29TH 2024

JZW ARCHITECTS

1 PR3.1

REAR ELEVATION

1/8" = 1'-0"

2 PR3.1

RIGHT SIDE ELEVATION

1/8" = 1'-0"

PR3.1

BUILDING ELEVATIONS

BLUE BISON VILLAGE (B UNITS)

135 E. CENTER STREET, NORTH SALT LAKE, UTAH 84054 | 849 W. HILL FIELD RD. STE. 201 LAYTON, UT 84041 | 150 N. MAIN STREET STE. 101 HEBER CITY, UT 84032 | (801) 936-1343

MAY. 29TH 2024

JZW ARCHITECTS

FRONT VIEW CONCEPT

REAR VIEW CONCEPT

PR4.0

3D VIEWS

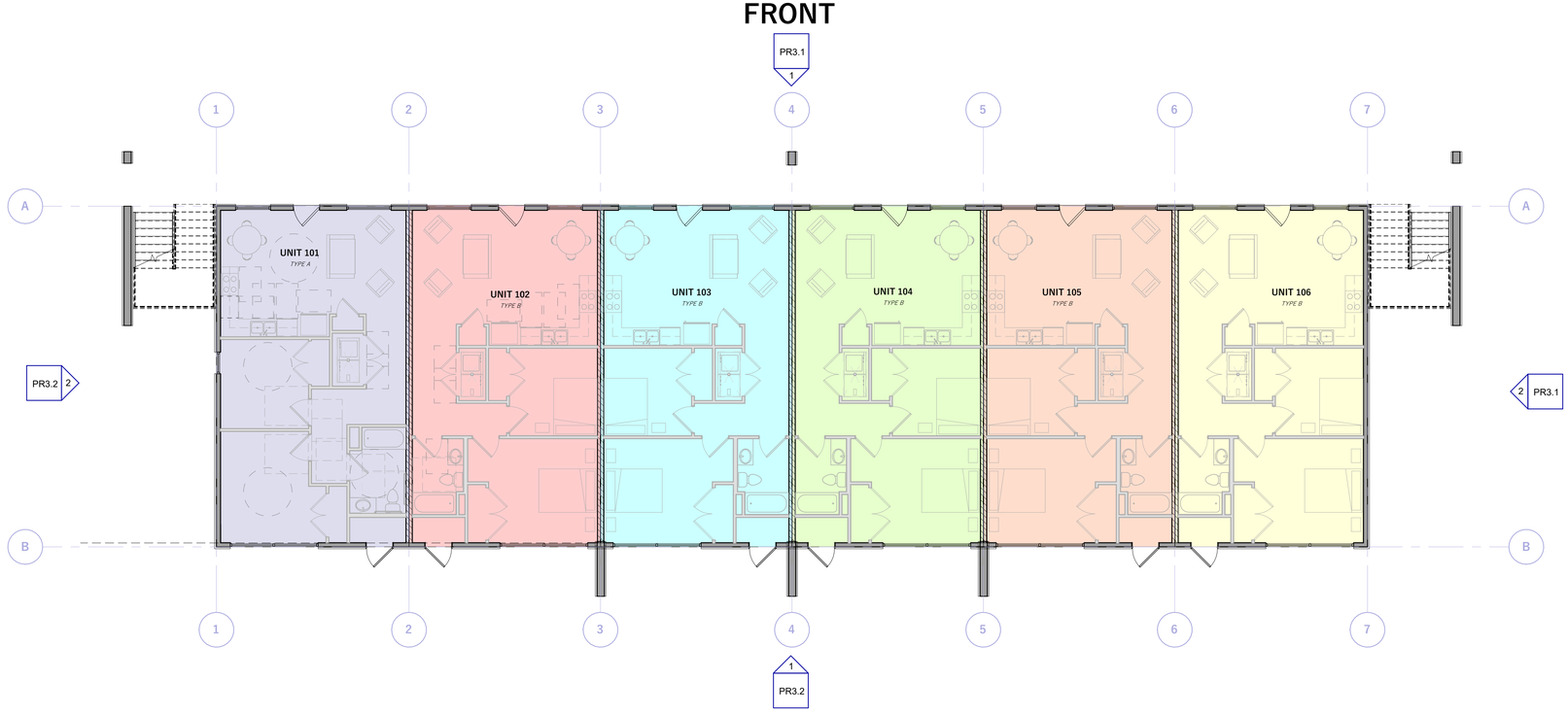
BLUE BISON VILLAGE (B UNITS)

MAY. 29TH 2024

135 E. CENTER STREET, NORTH SALT LAKE, UTAH 84054 | 849 W. HILL FIELD RD. STE. 201 LAYTON, UT 84041 | 150 N. MAIN STREET STE. 101 HEBER CITY, UT 84032 | (801) 936-1343

JZW ARCHITECTS

FRONT



LEFT SIDE

PR3.2 2

2 PR3.1

RIGHT SIDE

REAR

1
PR0.1

LEVEL 1 OVERALL

1/8" = 1'-0"

PR0.1

LEVEL 1 OVERALL

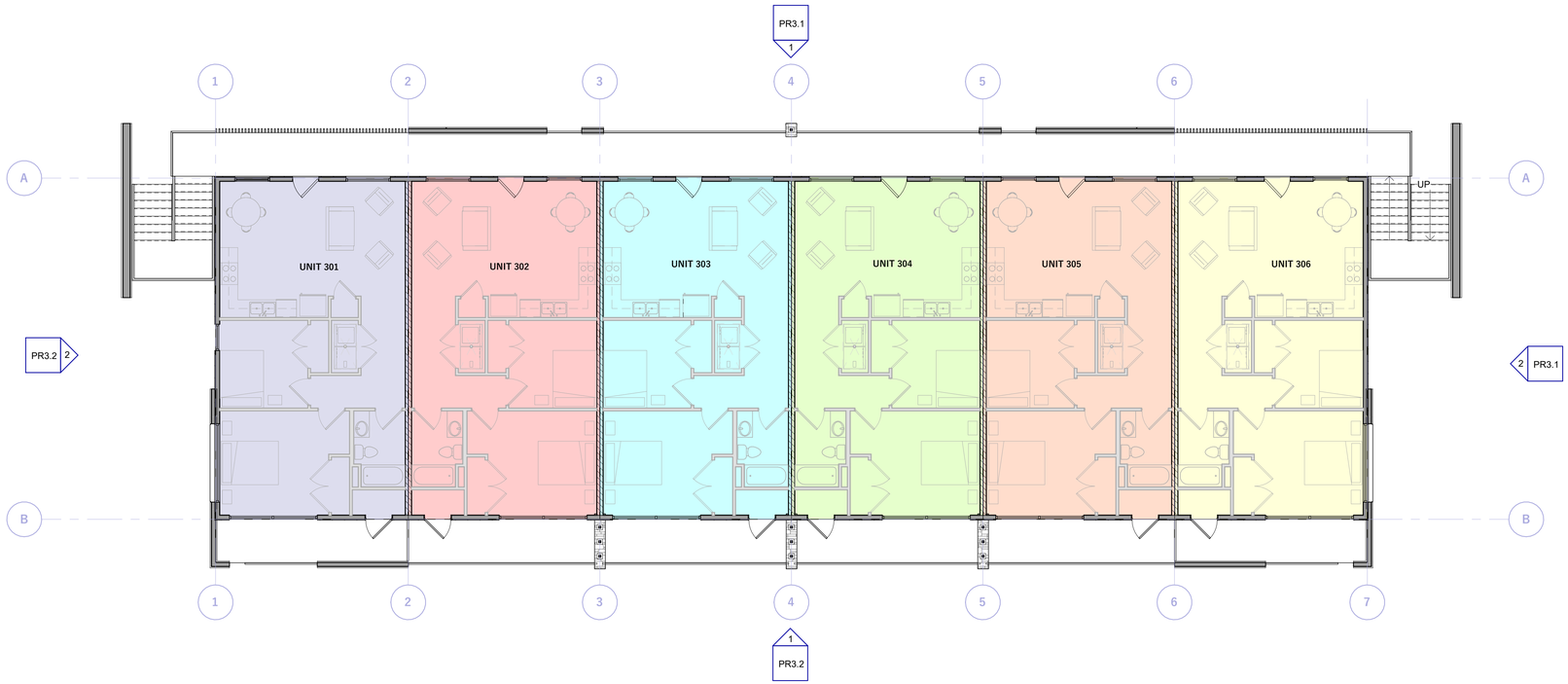
BLUE BISON VILLAS (C UNITS)

135 E. CENTER STREET, NORTH SALT LAKE, UTAH 84054 | 849 W. HILL FIELD RD. STE. 201 LAYTON, UT 84041 | 150 N. MAIN STREET STE. 101 HEBER CITY, UT 84032 | (801) 936-1343

MAY. 29TH, 2024

JZW ARCHITECTS

FRONT



LEFT SIDE

PR3.2 2

RIGHT SIDE

2 PR3.1

REAR

1
PR0.2

LEVEL 2 & 3 OVERALL

1/8" = 1'-0"

135 E. CENTER STREET, NORTH SALT LAKE, UTAH 84054 | 849 W. HILL FIELD RD. STE. 201 LAYTON, UT 84041 | 150 N. MAIN STREET STE. 101 HEBER CITY, UT 84032 | (801) 936-1343

PR0.2

LEVEL 2 & 3 OVERALL

BLUE BISON VILLAS (C UNITS)

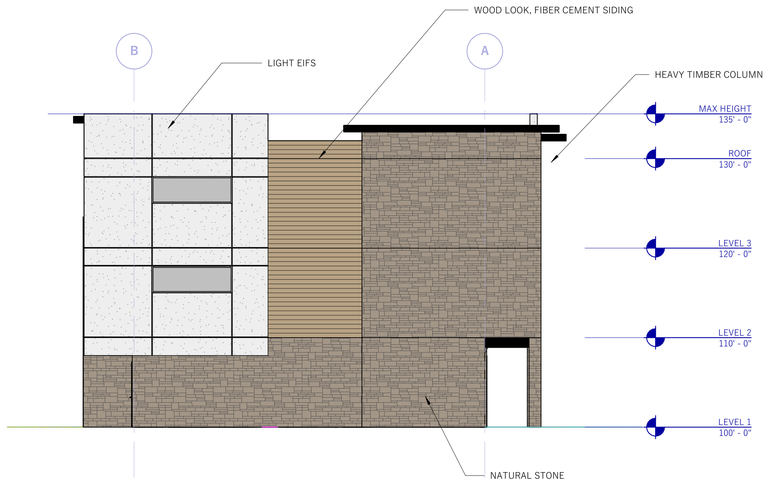
MAY. 29TH, 2024

JZW ARCHITECTS

1
PR3.1

FRONT ELEVATION

1/8" = 1'-0"



2
PR3.1

LEFT SIDE ELEVATION

1/8" = 1'-0"

PR3.1

BUILDING ELEVATIONS

BLUE BISON VILLAS (C UNITS)

135 E. CENTER STREET, NORTH SALT LAKE, UTAH 84054 | 849 W. HILL FIELD RD. STE. 201 LAYTON, UT 84041 | 150 N. MAIN STREET STE. 101 HEBER CITY, UT 84032 | (801) 936-1343

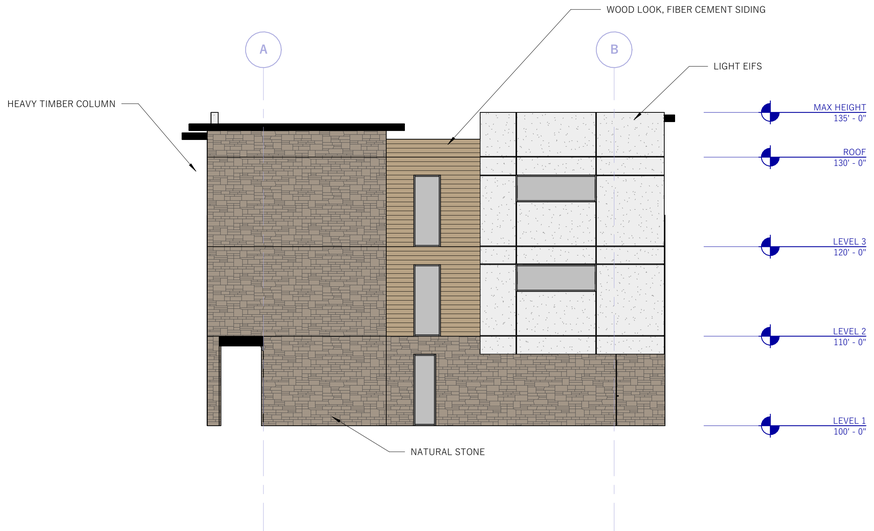
MAY. 29TH, 2024

JZW ARCHITECTS

1
PR3.2

REAR ELEVATION

1/8" = 1'-0"



2
PR3.2

RIGHT SIDE ELEVATION

1/8" = 1'-0"

PR3.2

BUILDING ELEVATIONS

BLUE BISON VILLAS (C UNITS)

135 E. CENTER STREET, NORTH SALT LAKE, UTAH 84054 | 849 W. HILL FIELD RD. STE. 201 LAYTON, UT 84041 | 150 N. MAIN STREET STE. 101 HEBER CITY, UT 84032 | (801) 936-1343

MAY. 29TH, 2024

JZW ARCHITECTS

FRONT VIEW CONCEPT

REAR VIEW CONCEPT

PR4.0

3D VIEWS

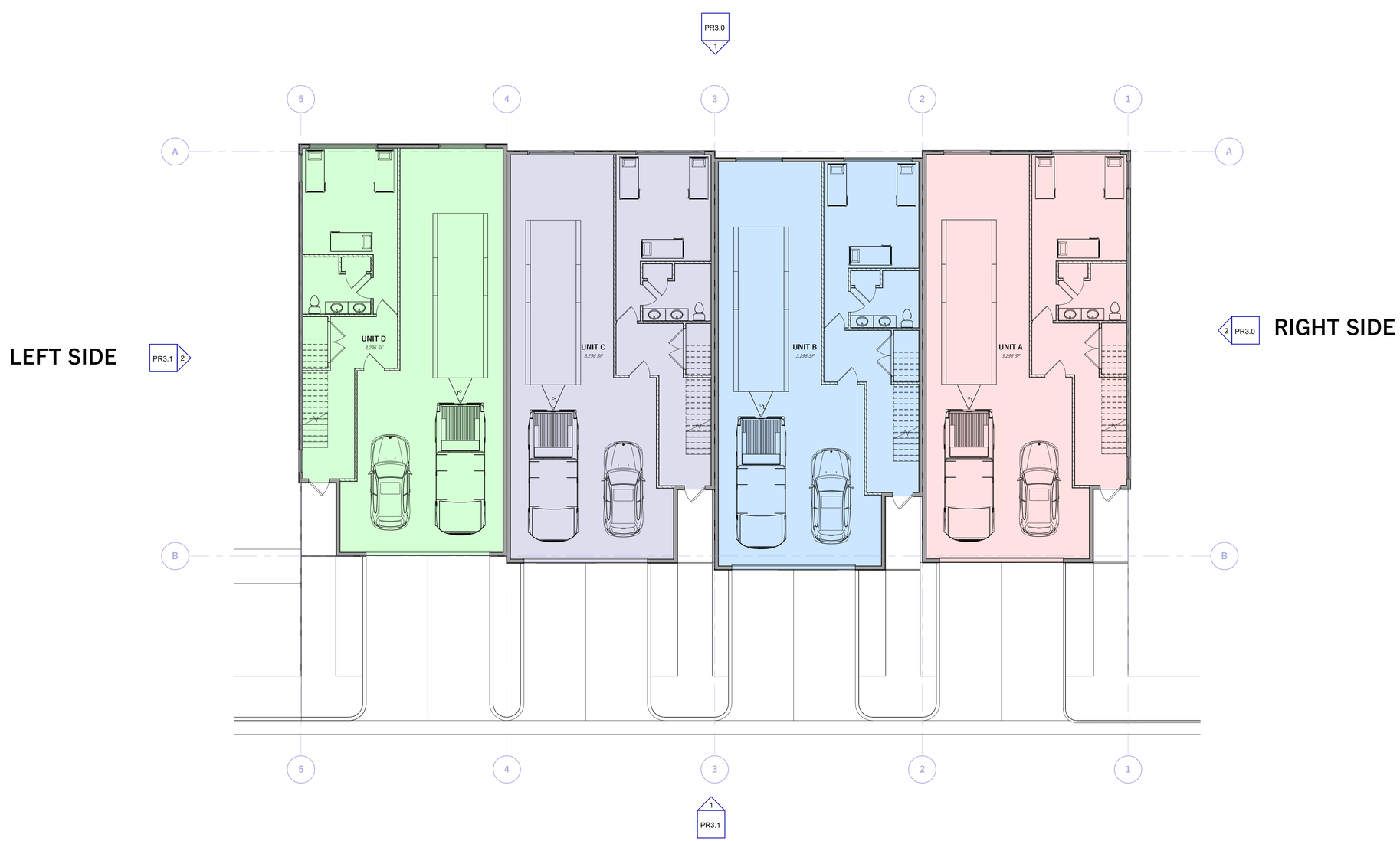
BLUE BISON VILLAS (C UNITS)

MAY. 29TH, 2024

135 E. CENTER STREET, NORTH SALT LAKE, UTAH 84054 | 849 W. HILL FIELD RD. STE. 201 LAYTON, UT 84041 | 150 N. MAIN STREET STE. 101 HEBER CITY, UT 84032 | (801) 936-1343

JZW ARCHITECTS

FRONT



LEFT SIDE

RIGHT SIDE

REAR

1
PR0.1

TYPICAL LEVEL 1

1/8" = 1'-0"

PR0.1

TYPICAL LEVEL 1 PLAN

BLUE BISON VILLAGE (D UNITS)

135 E. CENTER STREET, NORTH SALT LAKE, UTAH 84054 | 849 W. HILL FIELD RD. STE. 201 LAYTON, UT 84041 | 150 N. MAIN STREET STE. 101 HEBER CITY, UT 84032 | (801) 936-1343

JUNE 14TH, 2024

JZW ARCHITECTS

FRONT

PR3.0
1

LEFT SIDE

PR3.1
2

2
PR3.0

RIGHT SIDE

1
PR3.1

REAR

1
PR0.2

TYPICAL LEVEL 2

1/8" = 1'-0"

PR0.2

TYPICAL LEVEL 2 PLAN

BLUE BISON VILLAGE (D UNITS)

135 E. CENTER STREET, NORTH SALT LAKE, UTAH 84054 | 849 W. HILL FIELD RD. STE. 201 LAYTON, UT 84041 | 150 N. MAIN STREET STE. 101 HEBER CITY, UT 84032 | (801) 936-1343

JUNE 14TH, 2024

JZW ARCHITECTS

FRONT

LEFT SIDE

RIGHT SIDE

REAR

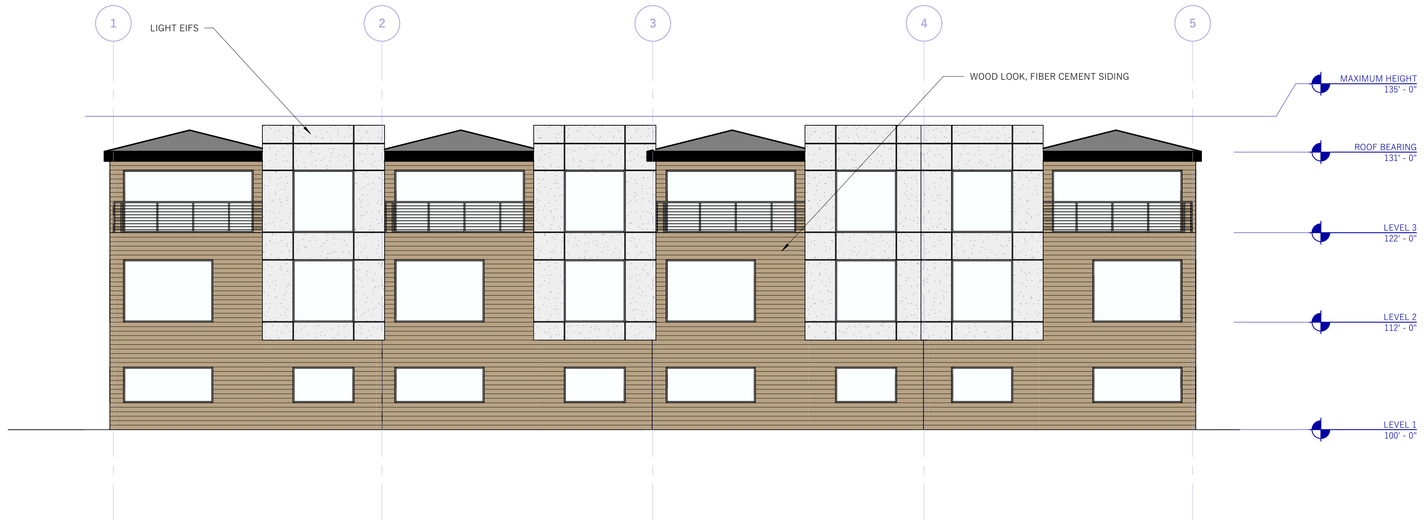
1
PR0.3
TYPICAL LEVEL 3
1/8" = 1'-0"

PR0.3
TYPICAL LEVEL 3 PLAN
BLUE BISON VILLAGE (D UNITS)

135 E. CENTER STREET, NORTH SALT LAKE, UTAH 84054 | 849 W. HILL FIELD RD. STE. 201 LAYTON, UT 84041 | 150 N. MAIN STREET STE. 101 HEBER CITY, UT 84032 | (801) 936-1343

JUNE 14TH, 2024

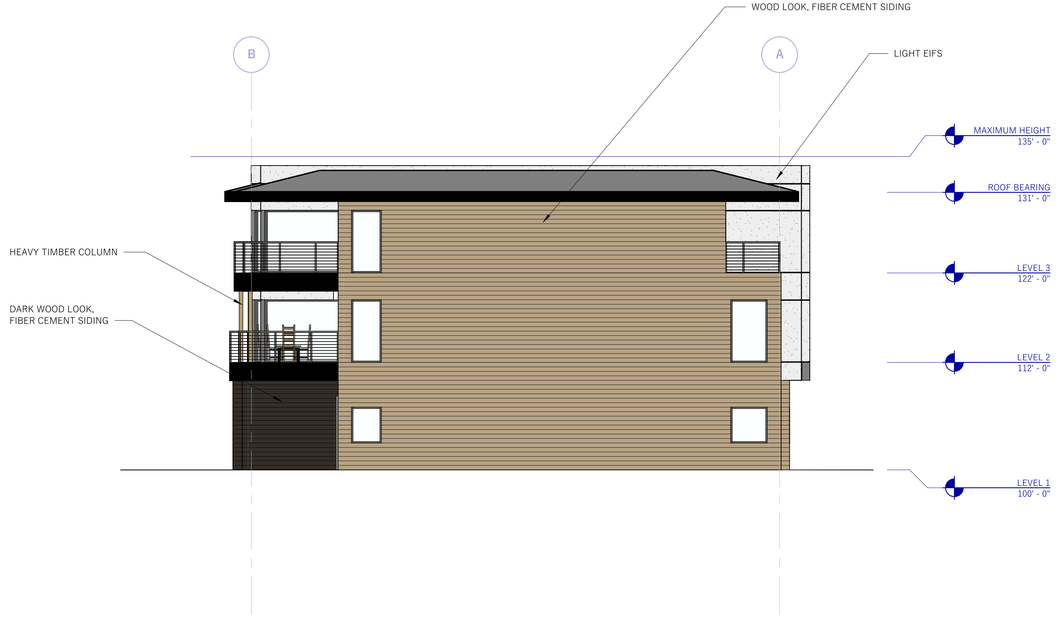
JZW ARCHITECTS



1
PR3.0

REAR ELEVATION

1/8" = 1'-0"



2
PR3.0

RIGHT SIDE ELEVATION

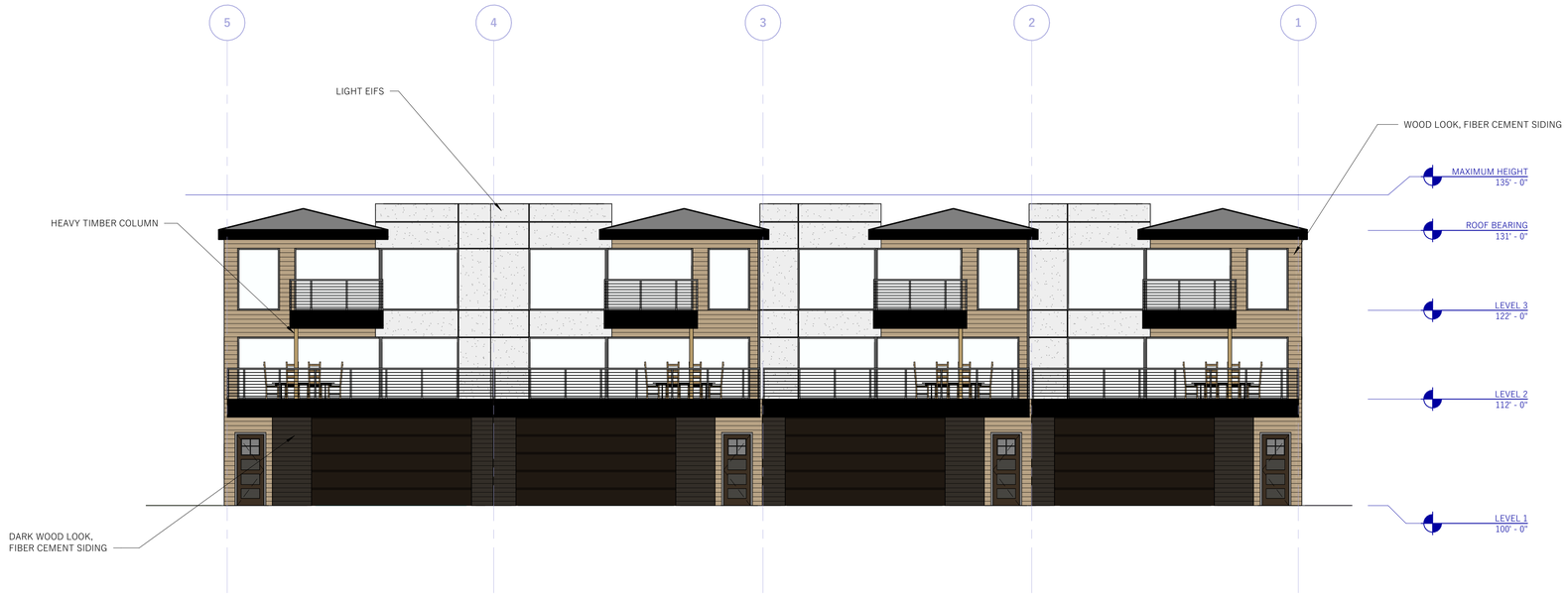
1/8" = 1'-0"

PR3.0
BUILDING ELEVATIONS
BLUE BISON VILLAGE (D UNITS)

JUNE 14TH, 2024

135 E. CENTER STREET, NORTH SALT LAKE, UTAH 84054 | 849 W. HILL FIELD RD. STE. 201 LAYTON, UT 84041 | 150 N. MAIN STREET STE. 101 HEBER CITY, UT 84032 | (801) 936-1343

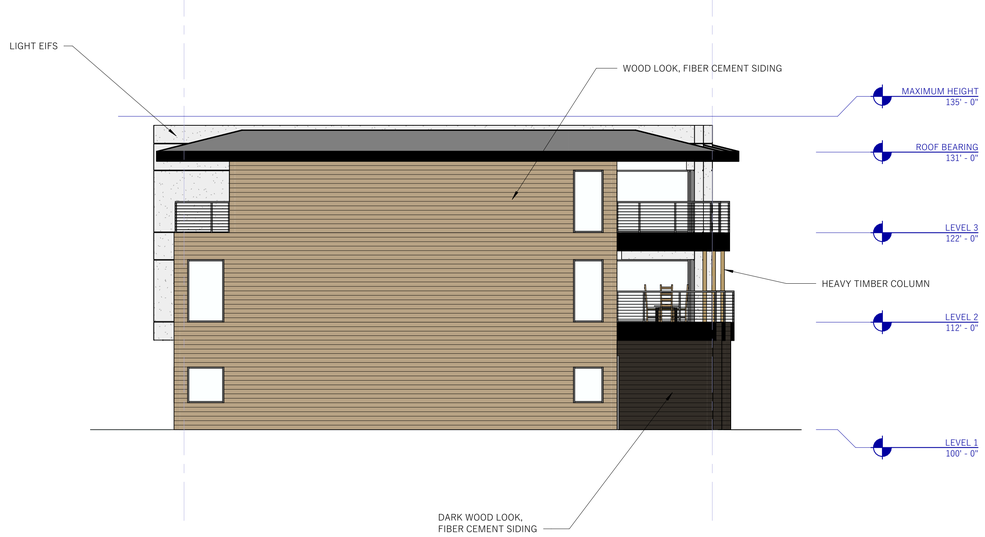
JZW ARCHITECTS



1
PR3.1

FRONT ELEVATION

1/8" = 1'-0"



2
PR3.1

LEFT SIDE ELEVATION

1/8" = 1'-0"

PR3.1

BUILDING ELEVATIONS

BLUE BISON VILLAGE (D UNITS)

135 E. CENTER STREET, NORTH SALT LAKE, UTAH 84054 | 849 W. HILL FIELD RD. STE. 201 LAYTON, UT 84041 | 150 N. MAIN STREET STE. 101 HEBER CITY, UT 84032 | (801) 936-1343

JUNE 14TH, 2024

JZW ARCHITECTS

FRONT VIEW CONCEPT

REAR VIEW CONCEPT

PR4.0

3D VIEWS

BLUE BISON VILLAGE (D UNITS)

JUNE 14TH, 2024

135 E. CENTER STREET, NORTH SALT LAKE, UTAH 84054 | 849 W. HILL FIELD RD. STE. 201 LAYTON, UT 84041 | 150 N. MAIN STREET STE. 101 HEBER CITY, UT 84032 | (801) 936-1343

JZW ARCHITECTS

Blue Bison Villas:

389 Kane Creek Blvd

Project Narrative

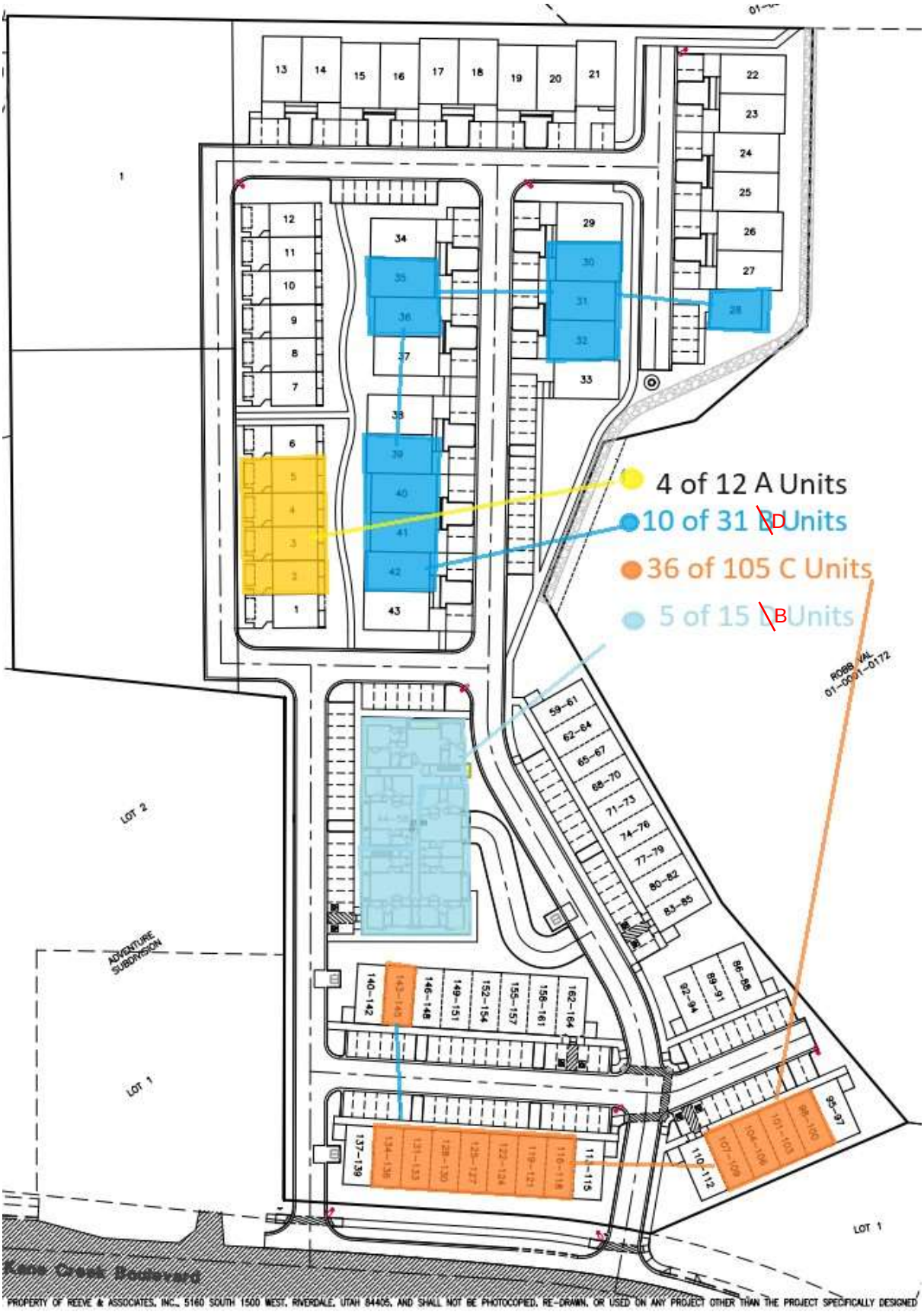
- 7.51 acres +/- located at 389 Kane Creek Blvd, Moab UT (Parcel ID #01-0001-0173)
- Density Zoning R3 (up to 163 units) with Development agreement dictating 33% of the units as restricted to local resident and employees of Moab housing units.

Blue Bison Villas

Blue Bison Villas is a multifamily project that is intended to help offer a range of unit types to assist with the housing shortage in the Moab area. Located just a few blocks west of Moab's Main Street (Highway 191), it offers the benefits and convenience of easily biking, walking, or green commuting to the core of the downtown area within a few minutes for any reason be it work or play. Because of its location to the downtown core this development adds much needed inventory while also being designed with efficiencies that will reduce the impact of vehicular traffic, congestion and emissions that impact all Moab residents.

There will be 4 different housing types offered in the Blue Bison Villas all of which follow the spirit of the zoning and development agreement that governs this development. An important fact of the project is the ratio of units. In the design there are 12 Luxury Townhomes with a mix of 2-bedroom and 3-bedroom options. 31 Barn-dominium products that combine a large storage floor with above living space. 105 condo units with 2 bedrooms. 15 condos designed with 3-bedroom units. Architecture styling is similar for all units within the development. A connecting bike path running through the community stubs off Kane Creek Blvd heading to the north and exiting on the northeast side of the Blue Bison Villas development where it connects to an existing pedestrian bridge that crosses Pack Creek and stubs into the downtown area of Moab. The site plan balances the housing needs of the community, market viability and conforms to use by right outlined in Municipal Cone Title 17.48 R-3. The provided number of parking spaces is 271 in total (87-underground stalls, 195 open stalls with (6 ADA), 86 garage stalls. This exceeds the required parking of 246 stalls.

Unit Type	Square Footage	Bedroom Count	# of AHE Units	# of Non-Designated Units	Total Units
A	2000	3	10	21	31
~~B~~ D	2000	3	4	8	12
C	1000	2	35	70	105
~~D~~ B	1500	3	5	10	15


4 of 12 A Units
10 of 31 D Units
36 of 105 C Units
5 of 15 B Units
LOT 2
LOT 1
ADVENTURE SUBDIVISION
LOT 1
Kate Creek Boulevard
PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED

Moab Planning Commission Agenda Item
Montandon Special Exception Request: Landscaping Standards
Meeting Date: November 14, 2024

Title: Consideration and Possible Approval of Planning Resolution No. 07-2024, A Planning Resolution Approving the Montandon Special Exception Request: Landscaping Standards, for property located at 885 North 500 West Moab, Utah 84532

Disposition: Discussion and Possible Action

Staff Presenter: Cory P. Shurtleff, Planning Director
Alexi Lamm, Sustainability Director

Attachment(s):
- Exhibit 1: Draft Planning Resolution No. 07-2024
- Exhibit 2: Vicinity Map
- Exhibit 3: Landscape Plans
- Exhibit 4: Request Letter
- Exhibit 5: MMC Matrix

Options:
1. Approve Moab Planning Resolution No. 07-2024, with or without modifications; or
2. Continue or table action to a later meeting with specific direction to City Staff and Applicant as to additional information needed to make a decision; or
3. Deny the Special Exception Application, giving specific findings for decision.

Recommended Motion:
I move that the City of Moab Planning Commission Approve Planning Resolution No. 07-2024, A Planning Resolution Approving the Montandon Special Exception Request: Landscaping Standards, for property 885 North 500 West Moab, Utah 84532.

Applicant: Casey Montandon, Property Owner.

Background:
Casey Montandon ("Applicant") submitted an application for approval for special exception to the Moab Municipal Code (MMC) 17.10 Landscape Standards on October 30, 2024, for property located at 885 North 500 West, within the R-2 Single-Household and Two-Household Residential Zone. The special exception application was deemed complete and submitted for Planning Commission review on November 14, 2024.

Project Summary:

Location:	885 North 500 West, Moab, Utah 84532
Property Owner:	Casey Montandon
Parcel:	#01-0MPA-0012, 8987.55sf
Current Zone:	R-2 Single-Household and Two-Household Residential Zone
Proposed Use:	Accessory Dwelling Unit

Project Description:

The applicant is seeking an exception under 17.10.040(A)(3) Approved Plant List. The landscape plan includes existing mature trees that are not on the plant list, including six elms, three cottonwoods, and two ash trees. Together these trees account for 49% of the live plant coverage by spread and 39% of the live plant coverage by count. To remain in the plan, they either need an exception or to be added to the Approved Plant List to meet the requirement that 90% of plants are from the list.

However, these trees are not good candidates to add to the Approved Plant List.

- Elm, according to USU Extension, "grows fast and is fairly tough, but has many undesirable features and shouldn't be planted in most cases. Weak wood, diseases, and insects all cause problems for this species."
- Cottonwood "prefers abundant water" and is "weak-wooded and does not belong near lots of people or valuable property," according to USU Extension.
- Ash, according to USU Extension, is prone to lilac & emerald ash borers, concluding "plant ashes and fringe-trees with caution since they may not be around for long."

Yet, these particular trees are mature and healthy. They provide benefits to the property owner and the community through shade, oxygen production, air filtration, and stormwater management. Furthermore, these trees are not on the noxious weed list.

Process: Special Exception Request to Landscaping Standards
Request: The following Special Exception to the *Moab City Approved Plat List*:

1. A Special Exception to allow existing mature trees that are not on the plant list to be included in the approved landscape plan; required by MMC 17.10.040(A)(3)(a), possible exception allowed by MMC 17.10.070(D)(1).

Analysis:

The property has several trees that provide shade, soil stabilization, urban heat island mitigation, and other services. Due to the large spread and quantity, they cannot qualify as the 10% of plants that are allowed not to be on the plant list, nor are they appropriate to add to the plant list. None of the trees are on the Grand County noxious weed list. The applicant desires to keep the trees.

Findings:

Although diversity is optimal for an urban forest that is resilient to pests and disease, newly planted trees can fulfill this need. The approved plant list is a good source for new plant material. However, mature trees can take decades to grow and are not easily replaceable. The intent of the code is to, "enhance and preserve the community quality of life and property values by enriching the visual environment, supporting public safety, and contributing to a resilient and sustainable environment." These trees immensely contribute toward achieving that intent.

Zoning Administrator Recommendation: Staff recommend the elm, ash, and cottonwood trees remain in the landscape as long as the owner desires and they do not pose a hazard to life or property.

CITY OF MOAB PLANNING RESOLUTION NO. 07-2024

A RESOLUTION APPROVING THE MONTANDON SPECIAL EXCEPTION REQUEST: LANDSCAPING STANDARDS, FOR PROPERTY LOCATED AT 885 NORTH 500 WEST, MOAB, UTAH 84523

WHEREAS, Casey Montandon ("Applicant") submitted an application for special exception to the Moab Municipal Code (MMC) 17.10 Landscaping Standards, for property located at 885 North 500 West, Moab, Utah 84532, within the R-2 Single-Household and Two-Household Residential Zone; and

WHEREAS, the Applicant provided the City of Moab with the necessary documents, plans and study to complete the application for the requested Landscape Standards Exception, to allow existing mature trees that are not on the Moab City Approved Plant List to be included in the approved landscape plan; and

WHEREAS, the regulations requiring these standards are located in MMC 17.10.040(A)(3)(a), and the regulations permitting exception requests are located in MMC 17.10.070(D)(1); and,

WHEREAS, the proposed use and structural expansion of the property is allowed, complying with MMC 17.12 General Provisions, such that regulations for continuation and expansion of Legal, Non-Conforming Use are achieved through a Special Exception to the non-conforming aspects of the Landscape Standards, for the property located in the R-2 Single-Household and Two-Household Residential Zone; and

WHEREAS, the City Council has provided for special exceptions to the MMC 17.10 Landscape Standards be approved by the Planning Commission (Commission) as found in MMC 17.10.070(D); and

WHEREAS, the Commission reviewed the required documents, plans and recommendation prepared by City Staff in a public meeting held on November 14, 2024; and

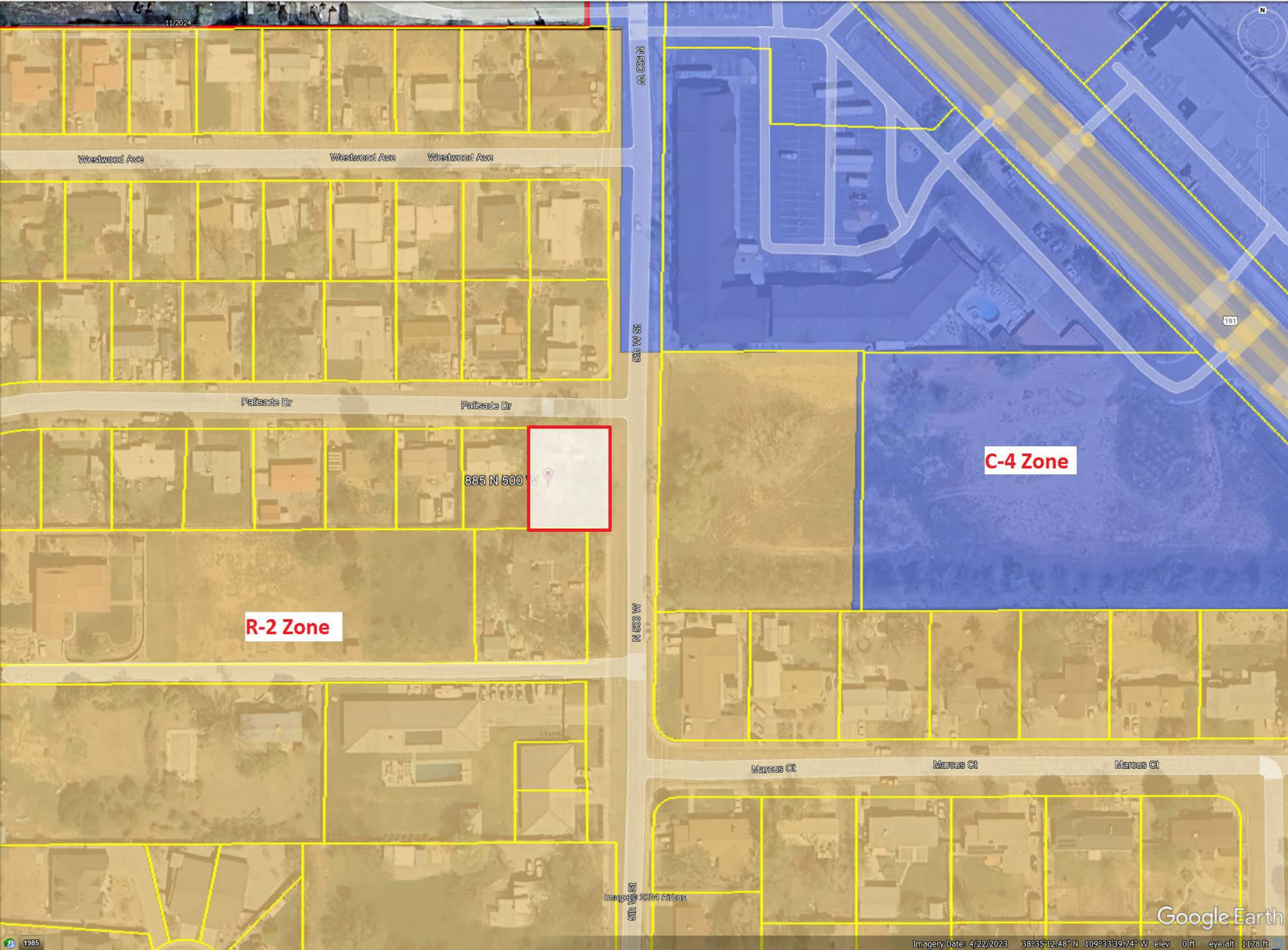
WHEREAS, following the consideration of the technical aspects of the pertinent code sections, the City of Moab Planning Commission, pursuant to Planning Resolution No. 07-2024, hereby finds, that the Montandon Special Exception Request to Landscape Standards, sufficiently meets the criteria for consideration of approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOAB PLANNING COMMISSION, that the request for exception to the Landscape Standards for the property located at 885 North 500 West, Moab, Utah 84532, is hereby APPROVED.

PASSED AND APPROVED in an open meeting of the Planning Commission by a majority vote of the Governing Body of Moab Planning Commission on November 14, 2024.

_____ _____

Kya Marienfeld, Chair Date


11/2024
Westwood Ave
Westwood Ave
Westwood Ave
N 500 W
5th W St
191
Palisade Dr
Palisade Dr
885 N 500 W
C-4 Zone
R-2 Zone
N 500 W
Marcus Ct
Marcus Ct
Marcus Ct
5th W St
Image © 2024 Airbus
Google Earth
1985
Imagery Date: 4/22/2023 38°35'12.48" N 109°33'39.74" W elev 0 ft eye alt 1178 ft

PALISADE DRIVE

N 89° 45' 00" W
85.00'

elm elm elm elm

mulberry

cottonwood

O=TREES

Ash

spruce

A

B

1

2

GRAVEL

maple

perennial

EXISTING HOUSE

Ash

ORNAMENTAL BUNCHES

MULCH

mulberry

cottonwood

mulberry

Ash

cottonwood

CHERRY

GRASS

CEDAR

hackberry

elm

smoke bush

Mulberry

elm

mulberry

Aster

500 W

ORNAMENTAL BUNCHES grass

yucca
claret cup
prickly pear
blue stem
lemon balm
Lavendar
sundrop

13% = cottonwood x3
36% = mulberry x8
27% = elm x6
9% = ash x2
5% = spruce x1
5% = maple x1
5% = cherry x1

22 total mature trees.

Casey Montandon
885 North 500 West
Moab, UT
(210)3791359
CASEYMONTADON@GMAIL.COM

25th October 2024

Moab City Planning Commission

217 E Center St
Moab , UT 84532

I am seeking an exception under 17.10.040(A)(3) Approved Plant List.

In our current existing landscape plan, we note 22 Mature trees existing on the property. 3 Cotton wood, 8 Mulberry, 6 elm, 2 Ash, 1 each of Spruce, Maple and Cherry. While the Ash is not considered a good candidate for plating , these as well as the others Elms have mature well on this property and provided much of the shade and habitat that has made this property desirable. With the rough 520 sq ft of grasses, and minimal ornamental plants, we are still under the proposed water usage limit.

Our building permit is for an ADU to supply affordable long term housing does not require any new planting or seeding in the future, and the majority if the ground cover is dirt and gravel. Our landscape has been well established for years, and the new ADU will not affect or have any other impacts on the neighborhood or current landscape..

Thank you for your consideration,

Casey Montandon

MMC Section	Code Provision	Compliance	Findings
17.10.020	**Scope and applicability.**		
	In landscaped areas or where landscaping is required, such landscaping shall comply with the requirements set forth in this title for the specific use and location. The specific requirements relating to landscaping standards shall comply with the level of associated requirements based on scale of development, outlined in the review and procedures section of this title. Exemptions and exceptions are outlined in the review procedures.		
	A. Required Landscaping.		
	1. In addition to the specific sections of the Moab Municipal Code requiring landscaping, screening, or buffering, the requirements and regulations specified in this title shall apply to all provisions and processes requiring landscaping, including:		
	a. Permitted residential uses, including single-household dwellings, two-household dwellings, and multi-household dwellings between three and six units, shall require at least seventy percent of the area contained within a required front or side yard adjacent to a street in any residential or residential-agricultural zone shall be landscaped.	Y	
17.10.040	**General standards.**		
	A. Landscape Material.		
	1. Plant Material.		
	a. A minimum of twenty-five percent of the landscaped area coverage must be living plant materials, measured by the spread of plants at maturity. Tree canopies can be included as up to fifteen of the required twenty-five percent.	Y	27%
	b. Right-of Way and Private Street Trees.		
	i. A minimum of one tree for every forty linear feet of street frontage is required in the right-of-way or adjacent to the private street except as outlined in this section.	Y	5 required, 14 present
	ii. Required trees shall be a minimum of one-and-one-half inch diameter measured six inches above the soil surface or bare root. Bare root trees may be 2-1, 2-2, P-1 and P-2 stock types.	N/A	No new trees being planted
	iii. Trees planted in park strips shall be from among those identified as appropriate for the location on the approved plant list.	N/A	
	iv. All trees planted in the right-of-way with medium or higher water requirements must be irrigated. Trees in the right-of-way with low water requirements can be hand watered until maturity.	N/A	
	v. Standard planting areas for trees shall be no less than eight feet in width.	N/A	
	vi. There shall be no gap between trees greater than one hundred and twenty feet, trunk-to-trunk.	T	
	vii. Trees may not be planted in a way that interferes with public safety, including the visibility of pedestrians, oncoming traffic, traffic control devices, or regulatory signs.	N/A	
	(A) Planting within ten feet of another tree, building, fence, streetlight, water infrastructure, wastewater infrastructure, storm water infrastructure, wet utility easement, alley, driveway, or fire hydrant is not permitted.	N/A	
	(B) Planting within twenty feet of stop signs is not permitted.	N/A	
	(C) Planting within twenty-five feet of streetlights is not permitted.	N/A	
	(D) Planting in the corner triangle formed by the first thirty feet along the right-of-way in each direction from the corner is not permitted.	N/A	
	viii. A tree planted, either new or existing, within the front yard of a private property may be counted toward the minimum tree requirement according to the following:	N/A	
	(A) For streets with attached sidewalks, a tree planted within sixteen feet from the back of the street curb.	N/A	

	(B) For streets with detached sidewalks, a tree planted within twelve feet from the back of the sidewalk.	N/A	
	ix. In cases where neither the right-of-way nor private property can meet the standards of this section, the permittee shall sign an agreement to plant or compensate the city for the planting of each affected required tree.	N/A	
	x. Private street trees shall be included in improvements agreements and maintenance agreements.	N/A	
	2. Artificial Plants.		
	a. Artificial plants do not count toward the required landscape area and do not figure into the water budget calculation.	Y	
	3. Approved Plant List.		
	a. At least ninety percent of all forbs, shrubs, and trees and one hundred percent of groundcovers and ornamental grasses used to landscape each site regulated by this section shall be selected from the City of Moab approved plant list, as calculated by applicant's choice of quantity or percent spread at maturity. Plant material that is not on the approved plant list must meet the other requirements within this section.	N	This is the purpose of the exception.
	b. Spring bulbs that do not require additional irrigation are exempt from the approved plant list requirement.		
	c. Plants may be added to the approved plant list by meeting the criteria and following the process in Appendix C.		
	d. Pursuant to the Utah Noxious Weed Act, Section 7, no plants shall be planted from the Grand County Noxious Weeds List (available here: https://www.grandcountyutah.net/168/Noxious-Weeds)	Y	
	C. Landscape Water Budget.		
	1. All irrigated landscaped areas must be included in the water budget calculation. See Appendix A for details regarding the maximum applied water budget calculation.	Y	
	2. The total irrigation water needed for all hydrozones cannot exceed a maximum applied water budget of fifteen gallons/season/sq. ft. (twenty-four in./season) of irrigated landscape area unless special features are included or the landscaped areas only use plants designated as low listed on the approved plant list.	Y	The water budget is allowed up to 15 gal/sqft/season, and the landscape came in at 12.7 gal/sqft/season.
	3. Special features include:		
	a. Ecological restoration projects;	N	
	b. Bioretention areas;	N	
	c. Nonirrigated pervious areas;	N	
	d. Storm water conveyance infrastructure (vegetated swales);	N	
	e. Graywater applied to the landscape according to relevant regulations (% based on % living plant material primarily watered with graywater);	N	
	f. Native plants selected from approved plant list;	N	
	g. Secondary water irrigation.	N	
	4. If any combination of the special feature areas totals to at least five percent of the total irrigated hydrozone area, then the maximum applied water budget increases by one gallon/season/sq. ft.	N	
	5. If any combination of the special feature areas totals to at least ten percent of the total irrigated hydrozone area, then the maximum applied water budget increases by two gallon/season/sq. ft.	N	
	6. Active rainwater catchment systems, including rain barrels or cisterns, are also incentivized in the calculation through a reduced overall irrigation water need.	N	
17.10.060	**Submittal requirements.**		
	A. Landscaping Plan Required.	Y	

	1. Where landscaping is required in this title, in addition to the specific sections of the Moab Municipal Code requiring landscaping, screening, or buffering, a landscaping plan, providing sufficient materials for review and approval, shall be submitted in accordance with the appropriate review procedures as outlined in this chapter.		
	B. General standards are numbered as follows for landscaping plans:		
	1. Plant material;	Y	
	2. Artificial plants;	Y	
	3. Plant list;	Y	
	4. Cool season turf limits;	N/A	
	5. Mulch;	N/A	
	6. Water features;	N/A	
	7. Hydrozoning;	N/A	
	8. Irrigation system criteria;	N/A	
	9. Water budget.	Y	
	C. The scale of development, redevelopment, or improvement shall determine the level of required landscaping general standards in subsection (B) of this section as follows:		
	1. General standards 1 – 3 apply to all landscaping plan levels.	Y	
	2. General Landscaping Plan.		
	a. Development, redevelopment, or improvements requiring building permit approval.		
	b. General standards 4 – 7 or 9 shall also apply.	Y	9
17.10.070	**Review procedures**		
	D. Exceptions.		
	1. The City may grant exceptions to the landscaping standards when practical difficulties or unnecessary hardships exist that cause inconsistencies with the purpose and intent of the standards.		
	2. Requests for exceptions from the standards, policies, or submittal requirements of this document shall be submitted in writing with appropriate documentation and justification to the Zoning Administrator. Exception requests must, at a minimum, contain the following:	Y	
	a. Standards under which the applicant seeks an exception;	Y	
	b. Justification for not complying with the standards;	Y	
	c. Proposed alternate criteria or standards to comply with the intent of the standards;	Y	
	d. Supporting documentation, including necessary calculations;	Y	
	e. The proposed exception's potential adverse impacts for adjacent landowners; and	Y	
	f. An analysis of the exception request, signed by a qualified landscape professional or qualified irrigation design professional, depending on the topic of the request.	N/A	
	3. Upon receipt of a complete application for an exception, the Zoning Administrator shall prepare a statement to recommend that the exception be approved or denied or to request a modification of the proposed exception.	Y	
	4. Exceptions shall be reviewed and approved by the Planning Commission.	Y	