

ENHANCING OUR VIBRANT COMMUNITY AND IMPROVING OUR QUALITY OF LIFE

**MOAB CITY COUNCIL
SEPTEMBER 23, 2025
REGULAR MEETING - 6:00 P.M.**

City Council Chambers
217 East Center Street
Moab, Utah 84532

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

1.1. Call to Order and Pledge of Allegiance

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

3. Department Update

4. Presentations

4.1. Strategic Planning Update

Documents:

2025 9sept_strategic plan update agenda summary.pdf

4.2. Capital Improvements Plan (CIP) Projects Update

Documents:

city council staff report cip.pdf

5. Consent Agenda

5.1. Indigenous Peoples' Day 2025 Proclamation

Documents:

5.2. Fraud Risk Assessment FY25

Documents:

fy25_fraud_risk_assessment - signed.pdf

5.3. Approval of Minutes

August 26, 2025, Regular Meeting

Documents:

min-cc-2025-08-26 draft-1.pdf

5.4. Approval of Bills Against the City of Moab in the Amount of \$3,726,733.83

Documents:

08-27-25 council consent.pdf

09-03-25 council consent.pdf

09-10-25 council consent.pdf

09-17-25 council consent.pdf

6. General Business

6.1. Consideration of a Contract Award to T.W.S. Construction in the Amount of \$484,735.00 for the 2025 Sidewalk Construction Project

Documents:

*consideration of a contract award to t.w.s. construction for the 2025 sidewalk construction project.pdf
attachment 1 - site exhibit.pdf*

6.2. Consideration of Acceptance of the Petition for Annexation for Property Located at 1410 South Highway 191, Moab, UT 84532, into the City of Moab

Documents:

red rock flats ii petition for annexation agenda summary.pdf

exhibit 1 petition for annexation_cc092325.pdf

exhibit 2 red rock flats pre-annexation agreement for 1410 us highway 191_022724.pdf

exhibit 3 red rocks flats ii pre-annexation agreement staff report cc 022724.pdf

7. City Manager Updates

8. Mayor and Council Reports

9. Executive (Closed) Session

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

10. 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



TITLE: Strategic Plan Quarterly Update

DISPOSITION: Presentation

PRESENTER/S: Alexi Lamm, Strategic Initiatives & Sustainability Director

ATTACHMENT/S: None

SUMMARY:

As part of the annual budgeting cycle, the Moab City Council held several public sessions and adopted a strategic plan in June 2025 for the fiscal year 2025–2026. This plan defines short-term goals that align with the long-term vision of the *2017 General Plan* and the *Moab – Tomorrow Together Vision & Strategic Action Plan*. It serves as a tool to guide implementation of the City's current priorities and as a communication tool for the community, Council and staff.

This presentation will provide a quarterly update on the top five priorities identified in the plan:

1. Downtown Corridor Improvements
2. Walnut Lane
3. Active Transportation
4. Implementation of Plans
5. Natural Hazard Mitigation

RELEVANT LAWS, STUDIES & PLANS:

Utah law requires municipalities to have a long-range general plan. The strategic plan is a short-term tool to ensure the City is meeting its long-term goals each year in the budgeting process.

RESPONSIBLE DEPARTMENT:

City Manager's Office / Strategic Initiatives & Sustainability

FISCAL IMPACT:

The Strategic Plan guides the City's priorities, but it does not impact the city fiscally outside of its influence on the City's projects and priorities.

TITLE: Capital Improvement Program (CIP) Status Review

DISPOSITION: Presentation

PRESENTER/S: Michael A. Black, AICP, City Manager

ATTACHMENT/S: None

STAFF RECOMMENDATION: N/A

SUMMARY

As part of the annual budgeting and strategic planning process, the Moab City Council approves a Capital Improvement Program (CIP) to prioritize and fund infrastructure, facilities, and other community projects. This presentation will provide a status update on all currently approved CIP projects for Fiscal Year 2025–2026, including progress to date, anticipated timelines, and next steps. The discussion will highlight key accomplishments, challenges, and the overall outlook for project delivery.

The presentation will provide Council and the public with a clear picture of project milestones achieved, forthcoming milestones, project timelines and budgets.

Recommendation:

N/A

Proposed Motion:

N/A

RELEVANT LAWS, STUDIES & PLANS:

The CIP is aligned with the City's **Strategic Planning Document**

RESPONSIBLE DEPARTMENT:

Administration

FINANCIAL IMPACT:

All CIP projects are funded through the City's approved budget, a combination of general fund allocations, enterprise funds, and state/federal grants. This review does not amend project budgets but provides transparency on expenditures to date and identifies upcoming financial commitments.

Proclamation

Indigenous Peoples Day 2025

WHEREAS, the second Monday in October is an opportunity for everyone in Moab to celebrate and recognize the diversity of our community, especially the contributions and the enduring culture and traditions of all Native American and Indigenous People; and

WHEREAS, the City of Moab acknowledges the Moab Valley is the ancestral homeland of the Nuche (Ute), Nuwu (Paiute), Newe (Shoshone), Kutsipiuci (Goshute), Dine (Navajo), and Ancestral Puebloan people; and

WHEREAS, celebrating Indigenous Peoples Day is a means to more accurately label and reclaim the historical events surrounding the colonization of the Americas and the subsequent 500 years of Indigenous resilience and resistance; and

WHEREAS, we have a responsibility to recognize and remember that federal, state, and local policies have historically sought to assimilate and displace Native people and eradicate Native cultures; and

WHEREAS, the City of Moab has a responsibility to oppose the systemic racism towards Native members of our community and dig deeper to identify and work to eradicate the implicit bias against Native American and Indigenous People in our city; and

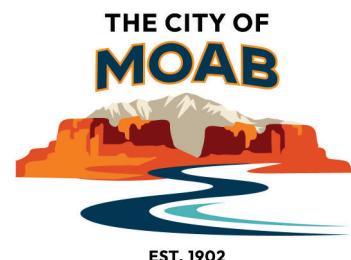
WHEREAS, the City of Moab stands today as a community full of love, respect, and gratitude for one another, for the land we are called to protect, and for our future generations, that they may stand where we stand today, with clean air and water, and as a community united.

NOW THEREFORE, I, Joette Langianese, Mayor of the City of Moab, do hereby proclaim the second Monday of October 2025 as Indigenous Peoples Day.

Joette Langianese, Mayor
City of Moab

ATTEST:

Sommar Johnson, Moab City Recorder



Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	X			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?			X	
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".			X	
4. Are all the people who have access to blank checks different from those who are authorized signers?			X	
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	X			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	X			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".			X	
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	X			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	X			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	X			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			

* MC = Mitigating Control

Fraud Risk Assessment

Continued

*Total Points Earned: 365/395 *Risk Level:

Very Low > 355	Low 316-355	Moderate 276-315	High 200-275	Very High < 200
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		Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	YES	200	
2. Does the entity have governing body adopted written policies in the following areas:			
a. Conflict of interest?	YES	5	
b. Procurement?	YES	5	
c. Ethical behavior?	YES	5	
d. Reporting fraud and abuse?	YES	5	
e. Travel?	YES	5	
f. Credit/Purchasing cards (where applicable)?	YES	5	
g. Personal use of entity assets?	YES	5	
h. IT and computer security?	YES	5	
i. Cash receipting and deposits?	YES	5	
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	NO	20	
a. Do any members of the management team have at least a bachelor's degree in accounting?	NO	10	
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	Yes	20	
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	YES	20	
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	YES	20	
7. Does the entity have or promote a fraud hotline?	YES	20	
8. Does the entity have a formal internal audit function?	YES	20	
9. Does the entity have a formal audit committee?	YES	20	

*Entity Name: City of Moab

*Completed for Fiscal Year Ending: 06/30/2025 *Completion Date: 09/18/2025

*CAO Name: Michael A. Black

*CFO Name: Marcy Mason

*CAO Signature: Michael A. Black


city Manager

*CFO Signature: Marcy Mason
city treasurer

*Required

MOAB CITY COUNCIL MINUTES--DRAFT
REGULAR MEETING
August 26, 2025

Regular Meeting Attendance and Call to Order:

Moab City Council held its Regular Meeting on the above date in Council Chambers. Archived audio is at www.utah.gov/pmn and video is at www.youtube.com/watch?v=S09kJy3qo. Mayor Joette Langianese called the meeting to order at 6:01 p.m. Beth Wright led the Pledge of Allegiance. Councilmembers Kaitlin Myers, Jason Taylor, Colin Topper and Tawny Knuteson-Boyd attended. Also in attendance were City Manager Michael Black, Recorder Sommar Johnson, Strategic Initiatives and Sustainability Director Alexi Lamm, Police Chief Lex Bell, Community Development Director Cory Shurtleff, Associate Planner Johanna Blanco, Attorney Nathan Bracken and seven members of the public.

Public Comments:

Charlotte Mates spoke about rental housing rates for Walnut Lane residents going from \$400 to \$2500 per month. She stated she wants to resurrect a proposed meeting to find out the needs of the Walnut Lane residents. She suggested buyouts and the need to make peace with the residents.

Theresa King announced that 33 years ago, Moab hosted its first car show and first arts festival, and KZMU was founded. She also said that 33 years ago the Moab Music Festival began. She said there would be a reception and concert the following evening to celebrate the Music Festival.

Department Update: Police Chief Bell briefed Council on preparations for flash flooding.

Consent Agenda—Approved

Councilmember Topper moved to approve the consent agenda, as follows: Suicide Prevention and Awareness Month Proclamation, Recovery Day Proclamation, approval of minutes of the July 22, 2025, Regular Meeting, and approval of bills against the City of Moab in the amount of \$2,654,731.72. Councilmember Knuteson-Boyd seconded the motion. The motion passed 4-0 with Councilmembers Taylor, Knuteson-Boyd, Topper and Myers voting aye.

General Business:

Quarterly Financial Update: City Manager Black presented updated revenue numbers and said the audit was to be completed recording transfers between funds for the closeout of the fiscal year. He said that revenues were up, and expenditures were down. He highlighted departments that underspent budgeted amounts. Councilmember Topper asked about differences compare to the prior year, and Black speculated that transfers between funds had not been made, specifically regarding the Recreation, Arts and Parks (RAP) tax, and retirement and paid time off transactions had not been reflected. Councilmember Taylor asked about the property tax revenues for capital projects, and Black stated those funds roll over from year to year. Councilmember Myers brought up the overspending on streetlights, and it was explained the dark sky compliance project was funded as a capital project, and operations costs were separated. Myers also mentioned the public works building roof repairs, which were paid via insurance claims, and she noted recreation fee revenues were up. Discussion ensued regarding salary line items that were over budget. Black stated care would be taken to ensure only employees required to work on holidays would be paid holiday rates.

Agreement to Convert Rocky Mountain Power-Owned Streetlights to LED—Approved

Presentation and Discussion: Strategic Initiatives and Sustainability Director Lamm presented options for previously budgeted streetlight conversions to LED fixtures. She presented options for light quality and said the return on investment (ROI) for clear lenses would be 3.14 years, and for frosted “comfort” lenses, the ROI would be 3.19 years. She also mentioned there was an audit of streetlights throughout town, and some of the fixtures do not have a responsible party maintaining them. Discussion ensued regarding City adoption of fixtures, if needed. Lamm proposed installing fixtures without light

trespass shields, with a plan to install all requested shields as one work order. Mayor Langianese suggested utilizing comfort lenses in the neighborhoods, and Councilmember Taylor stated that, for the \$1,500 difference in price, he recommended the frosted lenses program-wide.

Motion and Vote: Councilmember Taylor moved to approve the street lighting agreement with Rocky Mountain Power for LED conversion in the amount of \$90,578.50 with frosted comfort lenses and authorize the Mayor to sign it. Councilmember Topper seconded the motion. The motion passed 4-0 with Councilmembers Taylor, Knuteson-Boyd, Topper and Myers voting aye.

Electric Vehicle (EV) Readiness Code Amendment—Approved

Presentation and Discussion: Strategic Initiatives and Sustainability Director Lamm and Associate Planner Blanco presented a proposed code amendment to require new multi-household residential developments to provide conduit in preparation for EV charging stations. Lamm stated the Planning Commission voted to recommend the code amendment. She also said that 80 percent of EV charging happens at home, and it is most cost effective for developers to install the infrastructure for EV at the time of construction. Councilmember Topper lamented that there was no EV charging infrastructure in the shared parking area for his single household neighborhood. He also mentioned his aspiration to attain a graywater ordinance. Community Development Director Shurtleff suggested single-household neighborhoods with shared parking could address the EV charging topic at the Planned Unit Development (PUD) level. Shurtleff added it was not part of the proposed ordinance. Councilmember Myers advocated for EV-installed infrastructure at the time of Certificate of Occupancy. Shurtleff explained that Community Development staff had reached out to developers, architects and electricians and found no opposition to the proposed code. Mayor Langianese suggested consideration of the proposed code amendment followed by direction to the Planning Commission to expand the ordinance. Councilmember Taylor asked about ownership versus multi-household rental housing, and Shurtleff pointed out that it is common for apartment developers to convert to condominiums for sale before construction is completed. He also said condominium owners have ample opportunity to install EV chargers without legislation. Councilmember Myers suggested the EV ordinance could tie into commercial and parking code amendments.

Motions and Vote: Councilmember Myers moved to send the proposed electric vehicle (EV) readiness code amendment back to the Planning Commission to incentivize installation of EV charging stations. The motion lacked a second and expired. Councilmember Topper moved to approve Moab City **Ordinance 2025-13**, an ordinance amending the text of the Moab Municipal Code (MMC), to include additional regulations required for electric vehicle readiness of multi-household developments. Councilmember Taylor seconded the motion. Councilmember Myers stated she desired changes to the code amendment. The motion passed 3-1 aye with Councilmembers Taylor, Knuteson-Boyd and Topper voting aye and Myers voting nay.

Cermak Zoning Map Amendment—Approved

Presentation and Discussion: Associate Planner Blanco stated the motion would cure procedural deficiencies that overlooked the zoning map amendment at the time of the approved annexation.

Motion and Vote: Councilmember Knuteson-Boyd moved to adopt Moab City **Ordinance 2025-14**, to amend the zoning map for the parcel located at approximately 610 Cermak, Moab, UT 84532 (parcel #01-0036-0040) adjusting the current boundary and zones from R-3 Multi-Household Residential and RA-1 Residential-Agricultural, to C-3 Central Commercial Zone and RA-1 Residential-Agricultural. Councilmember Myers seconded the motion. The motion passed unanimously.

City Manager Updates: City Manager Black commented on staff accomplishments regarding community development and strategic initiatives. He noted the pilot bulb outs on Main Street were installed and speculated that they might not be popular with everyone. Educational signage was discussed as an immediate need to explain the program. Black said the pilot period would last about three months. He said if it were successful, the Utah Department of Transportation (UDOT) would make permanent installations at two intersections by spring. Councilmember Topper reiterated the need for public education. Black briefed Council on the timeline for paving 100 East. He said he was hopeful that

paving would be completed by the second week of September. He also noted that pool hours were changing now that school is back in session. Black concluded by stating that after the last sidewalk reconstruction project had no bidders, a revised project was open to bidders until Thursday.

Mayor and Council Reports:

Councilmember Taylor reported he attended the local housing forum and praised the work of Councilmember Myers and Community Development Director Shurtleff. He said he attended meetings of the airport board, the travel council and the Chamber of Commerce, where the upcoming Winterfest was discussed. He said he met with Senator Mike Lee's staff, and he attended a meeting with the Emergency Medical Services board to discuss the wording of Proposition 13. He also reported he attended a Chamber social. Mayor Langianese added that the City had recently joined the Chamber.

Councilmember Knuteson-Boyd reported she attended a meeting of the Canyonlands Health Care Special Service District to discuss the wording of Proposition 13. She said there were new board openings there. She said she met with a staff benefits survey group.

Councilmember Topper said he attended the housing forum, and he extended kudos to Myers and Shurtleff. He said he attended a meeting of TrailMix, and he highlighted the Mud Springs trail area as a national draw. He said he attended the Utah bike summit, a meeting of the solid waste authority, as well as an employee appreciation event for the solid waste crew. He said he attended a meeting regarding the non-motorized travel plan and said 440 survey responses had been received. He said an open house was forthcoming.

Councilmember Myers reported she attended Pioneer Day events and praised the housing forum panel with Community Development Director Shurtleff. She said she attended the community renewable energy group meeting, the housing task force meeting, a free concert, and a housing advisory group meeting. She said the recent local housing survey received 335 responses. She said she attended the local homeless council meeting on behalf of Councilmember Wojciechowski and brought up a potential City match to the County's recent \$10,000 contribution to homeless council programs. Myers said she attended a meeting of the Colorado Association of Ski Towns, where short-term rental housing was discussed. She concluded by mentioning she attended a state housing task force meeting.

Mayor Langianese reported she attended a meeting of the healthcare special service district to discuss the ballot language, and said she attended the Chamber events, the staff benefits task force meeting, and met with the City's lobbyists. She mentioned work ahead on the appropriations bill and expressed concern regarding a potential federal government shutdown and the possibility of state support to keep the area's national parks open. She concluded by sending well wishes to Luke Wojciechowski and Kya Marienfeld.

Executive Session:

Motions and Votes: Councilmember Taylor moved to enter an executive closed session to discuss reasonably imminent and/or pending litigation. Councilmember Topper seconded the motion. The motion passed unanimously. Mayor Langianese convened the executive session at 8:24 p.m.

Councilmember Knuteson-Boyd moved to end the executive session. Councilmember Topper seconded the motion. The motion passed unanimously. Mayor Langianese ended the closed session at 8:32 p.m.

Adjournment:

Councilmember Myers moved to adjourn the meeting. Councilmember Taylor seconded the motion. The motion passed unanimously. The Mayor adjourned the meeting at 8:33 p.m.

APPROVED: _____
Joette Langianese, Mayor

ATTEST: _____
Sommar Johnson, City Recorder

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 08/22/2025 to 08/27/2025

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
MONARCH POWERSPORTS	278510	08/26/2025	\$26,034.00			Purchasing
AMAZON CAPITAL SERVICES	278511	08/27/2025	\$1,321.72			Purchasing
ASSOC. OF PUBLIC TREASURERS OF	278512	08/27/2025	\$259.00			Purchasing
BOWEN COLLINS & ASSOCIATES INC.	278513	08/27/2025	\$1,822.00			Purchasing
CANYONLANDS AUTO & MINING SUP	278514	08/27/2025	\$277.96			Purchasing
CANYONLANDS COPY CENTER	278515	08/27/2025	\$260.00			Purchasing
CHEMTECH-FORD LLC	278516	08/27/2025	\$289.00			Purchasing
CITY OF MOAB	278517	08/27/2025	\$11,713.83			Purchasing
CIVIL SCIENCE INFRASTRUCTURE IN	278518	08/27/2025	\$104,413.12			Purchasing
CUSTOMER REFUNDS	278519	08/27/2025	\$300.00			Purchasing
CUSTOMER REFUNDS	278520	08/27/2025	\$140.71			Purchasing
DESERT WEST OFFICE SUPPLY	278521	08/27/2025	\$293.96			Purchasing
ECO LOGIC	278522	08/27/2025	\$1,800.04			Purchasing
ENBRIDGE GAS	278523	08/27/2025	\$1,376.10			Purchasing
FORTRESS ROOFING	278524	08/27/2025	\$10,000.00			Purchasing
FRONTIER	278525	08/27/2025	\$1,826.91			Purchasing
HANSEN ALLEN & LUCE INC	278526	08/27/2025	\$18,559.00			Purchasing
Johnson, Sommar	278527	08/27/2025	\$1,134.00			Purchasing
KILGORE COMPANIES LLC	278528	08/27/2025	\$312,566.99			Purchasing
MOAB AUTO PARTS INC.	278529	08/27/2025	\$180.81			Purchasing
MOAB FAMILY CHIROPRACTIC	278530	08/27/2025	\$135.00			Purchasing
MOUNTAINLAND SUPPLY	278531	08/27/2025	\$1,036.27			Purchasing
ODP BUSINESS SOLUTIONS, LLC	278532	08/27/2025	\$52.37			Purchasing
PACKARD WHOLESALE	278533	08/27/2025	\$199.77			Purchasing
PIDJCO LLC	278534	08/27/2025	\$653.64			Purchasing
PIPE DREAM LLC	278535	08/27/2025	\$1,705.50			Purchasing
RED DESERT LAND SURVEYING	278536	08/27/2025	\$850.00			Purchasing
RICK'S GLASS	278537	08/27/2025	\$40.00			Purchasing
SALT LAKE COMMUNITY COLLEGE	278538	08/27/2025	\$199.00			Purchasing
SKAGGS	278539	08/27/2025	\$1,827.65			Purchasing
SKYLER CURRIE	278540	08/27/2025	\$695.00			Purchasing
SMASH ATHLETICS	278541	08/27/2025	\$2,690.49			Purchasing
SOUTHEASTERN UTAH DISTRICT HE	278542	08/27/2025	\$70.00			Purchasing
STANDARD PLUMBING SUPPLY CO.	278543	08/27/2025	\$392.15			Purchasing
TRANSWEST, INC	278544	08/27/2025	\$51.46			Purchasing
U.S. POSTMASTER	278545	08/27/2025	\$477.15			Purchasing
USABLUEBOOK	278546	08/27/2025	\$107.68			Purchasing
WALKER DRUG	278547	08/27/2025	\$37.14			Purchasing
WALKER'S TRUE VALUE HARDWARE	278548	08/27/2025	\$636.00			Purchasing
WATERFORD SERVICES, LLC	278549	08/27/2025	\$84.52			Purchasing
WHEELER MACHINERY CO	278550	08/27/2025	\$16.98			Purchasing
ZIONS BANK PUBLIC FINANCIAL SER	278553	08/27/2025	\$68,723.02			Purchasing
			\$575,249.94		\$0.00	

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 08/28/2025 to 09/03/2025

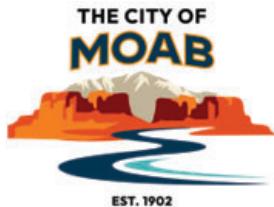
Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
WRIGHT EXPRESS FSC	20250903	09/03/2025	\$12,154.15			Purchasing
AMAZON CAPITAL SERVICES	278554	09/03/2025	\$1,657.46			Purchasing
CANYONLANDS AUTO & MINING SUP	278555	09/03/2025	\$13.49			Purchasing
CITY OF MOAB	278556	09/03/2025	\$14,077.10			Purchasing
COLORADO ASSOCIATION OF SKI TO	278557	09/03/2025	\$95.00			Purchasing
COWDELL LAW	278558	09/03/2025	\$3,000.00			Purchasing
CUSTOMER REFUNDS	278559	09/03/2025	\$25.00			Purchasing
DESERT WEST OFFICE SUPPLY	278560	09/03/2025	\$42.99			Purchasing
EMERY TELCOM	278561	09/03/2025	\$2,099.86			Purchasing
FOG DATA SCIENCE LLC	278562	09/03/2025	\$4,500.00			Purchasing
GRAND WATER & SEWER AGENCY	278563	09/03/2025	\$158.20			Purchasing
Knurbin, Michael	278564	09/03/2025	\$100.00			Purchasing
MOAB AUTO PARTS INC.	278565	09/03/2025	\$59.91			Purchasing
MOAB DOWNTOWNER LLC	278566	09/03/2025	\$54,841.27			Purchasing
MOAB MAILING CENTER	278567	09/03/2025	\$13.63			Purchasing
MONARCH POWERSPORTS	278568	09/03/2025	\$7,705.82			Purchasing
MOUNTAIN ALARM FIRE	278569	09/03/2025	\$679.80			Purchasing
MOUNTAINLAND SUPPLY	278570	09/03/2025	\$279.32			Purchasing
NATION'S TOWING INC.	278571	09/03/2025	\$2,026.00			Purchasing
PITNEY BOWES INC - RENTAL	278572	09/03/2025	\$968.94			Purchasing
PRICE CHRYSLER DODGE JEEP RAM	278573	09/03/2025	\$1,099.49			Purchasing
PROVELOCITY	278574	09/03/2025	\$15,611.00			Purchasing
REVCO LEASING COMPANY	278575	09/03/2025	\$3,092.34			Purchasing
ROCKY MOUNTAIN POWER	278576	09/03/2025	\$419.82			Purchasing
ROYCE'S ELECTRONICS SITE MANAG	278577	09/03/2025	\$400.00			Purchasing
SCOOTER'S TOOLS LLC	278578	09/03/2025	\$397.90			Purchasing
SEEKHAVEN INC.	278579	09/03/2025	\$15,000.00			Purchasing
SIRCHIE FINGER PRINT LABS	278580	09/03/2025	\$75.00			Purchasing
SOLID WASTE SPECIAL SERVICE DIS	278581	09/03/2025	\$14,127.15			Purchasing
STANDARD PLUMBING SUPPLY CO.	278582	09/03/2025	\$99.35			Purchasing
THE MOAB TIMES-INDEPENDENT	278583	09/03/2025	\$400.00			Purchasing
TURNER LUMBER OF MOAB	278584	09/03/2025	\$39.98			Purchasing
UTAH DEPT OF TRANSPORTATION (U	278585	09/03/2025	\$50,000.00			Purchasing
WALKER'S TRUE VALUE HARDWARE	278586	09/03/2025	\$161.74			Purchasing
			\$205,421.71		\$0.00	

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 09/04/2025 to 09/10/2025

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
UTAH LOCAL GOVERNMENTS TRUST	20250910	09/10/2025	\$26,965.00			Purchasing
AARON P. WISE ATTORNEY AT LAW	278587	09/10/2025	\$3,000.00			Purchasing
AFFEKTEIVE SOFTWARE LLC	278588	09/10/2025	\$253.17			Purchasing
ALARIO, CELIA	278589	09/10/2025	\$250.00			Purchasing
AMAZON CAPITAL SERVICES	278590	09/10/2025	\$1,782.55			Purchasing
AT&T MOBILITY II, LLC	278591	09/10/2025	\$4,550.76			Purchasing
BEAN STREET STUDIO	278592	09/10/2025	\$1,600.00			Purchasing
BLUE STAKES OF UTAH 811	278593	09/10/2025	\$111.30			Purchasing
CANYONLANDS AUTO & MINING SUP	278594	09/10/2025	\$433.91			Purchasing
CAROZOBSERVATIONS LLC	278595	09/10/2025	\$1,600.00			Purchasing
CURT'S CUSTOM WELDING	278596	09/10/2025	\$70.00			Purchasing
CUSTOMER REFUNDS	278597	09/10/2025	\$50.00			Purchasing
DESERT WEST OFFICE SUPPLY	278598	09/10/2025	\$83.75			Purchasing
DESTINATION KITCHEN	278599	09/10/2025	\$483.00			Purchasing
FLORES, GABRIAHL	278600	09/10/2025	\$100.00			Purchasing
FREITAS, AMY	278601	09/10/2025	\$600.00			Purchasing
GORDON, CELINE GIRON	278602	09/10/2025	\$1,600.00			Purchasing
GRAND JUNCTION WINWATER WORK	278603	09/10/2025	\$168.55			Purchasing
HANK WILLIAMS INC.	278604	09/10/2025	\$292,351.33			Purchasing
HARRISON OILFIELD SERVICES	278605	09/10/2025	\$195,302.06			Purchasing
HIGMAN, VALISA	278606	09/10/2025	\$1,600.00			Purchasing
IWORQ SYSTEMS	278607	09/10/2025	\$7,500.00			Purchasing
KILGORE COMPANIES LLC	278608	09/10/2025	\$727,593.06			Purchasing
LONER, JOSHUA	278609	09/10/2025	\$250.00			Purchasing
MININBERG, GABRIEL	278610	09/10/2025	\$800.00			Purchasing
MOAB AUTO PARTS INC.	278611	09/10/2025	\$193.49			Purchasing
MOAB PUBLIC RADIO KZMU	278612	09/10/2025	\$500.00			Purchasing
MOAB SUN NEWS	278613	09/10/2025	\$375.00			Purchasing
MOUNTAINLAND SUPPLY	278614	09/10/2025	\$866.98			Purchasing
MYERS, KAITLIN	278615	09/10/2025	\$244.71			Purchasing
NUSO LLC	278616	09/10/2025	\$432.05			Purchasing
PACKARD WHOLESALE	278617	09/10/2025	\$3,171.93			Purchasing
RICK'S GLASS	278618	09/10/2025	\$75.00			Purchasing
RIVER CANYON WIRELESS	278619	09/10/2025	\$84.99			Purchasing
ROCKY MOUNTAIN POWER	278620	09/10/2025	\$24,170.25			Purchasing
SKYLER CURRIE	278621	09/10/2025	\$1,610.00			Purchasing
SMITH HARTVIGSEN PLLC	278622	09/10/2025	\$26,696.50			Purchasing
SOLID WASTE SPECIAL SERVICE DIS	278623	09/10/2025	\$2,599.00			Purchasing
SOUL ADVENTURES LLC- JAMES HAR	278624	09/10/2025	\$2,000.00			Purchasing
STANDARD PLUMBING SUPPLY CO.	278625	09/10/2025	\$201.85			Purchasing
THE BENNETT GROUP DC	278626	09/10/2025	\$6,000.00			Purchasing
THE MOAB TIMES-INDEPENDENT	278627	09/10/2025	\$1,238.60			Purchasing
WALKER'S TRUE VALUE HARDWARE	278628	09/10/2025	\$207.22			Purchasing
WHEELER MACHINERY CO	278629	09/10/2025	\$189.70			Purchasing
Yanito, Conrad	278630	09/10/2025	\$289.95			Purchasing
Yanito, Ramona	278631	09/10/2025	\$178.92			Purchasing
UTAH STATE TAX COMMISSION	EFT	09/09/2025	\$13,829.67			Purchasing
			\$1,354,254.25		\$0.00	

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 09/11/2025 to 09/17/2025

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Lee, Sophia	278632	09/11/2025	\$100.00			Purchasing
UTAH STATE DIVISION OF FINANCE	278633	09/17/2025	\$323,145.29			Purchasing
UTAH STATE DIVISION OF FINANCE	278634	09/17/2025	\$797,115.02			Purchasing
UTAH STATE DIVISION OF FINANCE	278635	09/17/2025	\$191,000.00			Purchasing
UTAH STATE DIVISION OF FINANCE	278636	09/17/2025	\$110,875.00			Purchasing
UTAH STATE DIVISION OF FINANCE	278637	09/17/2025	\$46,600.00			Purchasing
UTAH STATE DIVISION OF FINANCE	278638	09/17/2025	\$29,876.81			Purchasing
AD-VERTISER	278639	09/17/2025	\$531.00			Purchasing
Allred, Richard	278640	09/17/2025	\$272.00			Purchasing
AMAZON CAPITAL SERVICES	278641	09/17/2025	\$2,527.90			Purchasing
CANYONLANDS AUTO & MINING SUP	278642	09/17/2025	\$106.24			Purchasing
CANYONLANDS COPY CENTER	278643	09/17/2025	\$25.50			Purchasing
CHEMTECH-FORD LLC	278644	09/17/2025	\$867.00			Purchasing
CIVIL SCIENCE INFRASTRUCTURE IN	278645	09/17/2025	\$38,122.00			Purchasing
Croasmun, Larry	278646	09/17/2025	\$12.06			Purchasing
DELCO WESTERN	278647	09/17/2025	\$4,044.50			Purchasing
DESERT WEST OFFICE SUPPLY	278648	09/17/2025	\$27.00			Purchasing
FOUR CORNERS DESIGN CENTER	278649	09/17/2025	\$178.15			Purchasing
HANSEN ALLEN & LUCE INC	278650	09/17/2025	\$2,914.00			Purchasing
HYDROCORP, LLC	278651	09/17/2025	\$1,609.38			Purchasing
KILGORE COMPANIES LLC	278652	09/17/2025	\$58.24			Purchasing
M.W.C. WEST LLC	278653	09/17/2025	\$6,600.00			Purchasing
MOAB FAMILY CHIROPRACTIC	278654	09/17/2025	\$270.00			Purchasing
MOAB MAILING CENTER	278655	09/17/2025	\$20.72			Purchasing
PACKARD WHOLESALE	278656	09/17/2025	\$1,136.73			Purchasing
PERSONNEL SAFETY ENTERPRISES	278657	09/17/2025	\$568.15			Purchasing
POLYDYNE INC.	278658	09/17/2025	\$9,426.78			Purchasing
RHINEHART OIL CO., LLC	278659	09/17/2025	\$3,535.09			Purchasing
RIVERSIDE PLUMBING & HEATING	278660	09/17/2025	\$96.78			Purchasing
ROCKY MOUNTAIN POWER	278661	09/17/2025	\$64.23			Purchasing
SIRCHIE FINGER PRINT LABS	278662	09/17/2025	\$50.00			Purchasing
SKAGGS	278663	09/17/2025	\$553.22			Purchasing
SMART RAIN SYSTEMS, LLC	278664	09/17/2025	\$1,790.00			Purchasing
SOUTHEASTERN UTAH DISTRICT HE	278665	09/17/2025	\$300.00			Purchasing
STANDARD PLUMBING SUPPLY CO.	278666	09/17/2025	\$664.26			Purchasing
Stott, Trisha	278667	09/17/2025	\$24.98			Purchasing
THATCHER COMPANY INC.	278668	09/17/2025	\$11,978.38			Purchasing
TURNER LUMBER OF MOAB	278669	09/17/2025	\$4.78			Purchasing
USABLUEBOOK	278670	09/17/2025	\$273.91			Purchasing
VERIZON WIRELESS	278671	09/17/2025	\$2,422.65			Purchasing
WALKER DRUG	278672	09/17/2025	\$18.97			Purchasing
WALKER'S TRUE VALUE HARDWARE	278673	09/17/2025	\$927.17			Purchasing
WASH-IT EXPRESS	278674	09/17/2025	\$510.04			Purchasing
ZUNICH BROS. MECHANICAL LLC	278675	09/17/2025	\$564.00			Purchasing
			\$1,591,807.93		\$0.00	



MOAB CITY COUNCIL AGENDA

September 23, 2025

TITLE: Consideration of a Contract Award to T.W.S. Construction in the Amount of \$484,735.00 for the 2025 Sidewalk Construction Project

DISPOSITION: Discussion and possible action

PRESENTER/S: Mark Jolissaint, City Engineer & Didar Charles, Assistant City Engineer

ATTACHMENT/S: Attachment 1 – Site Exhibit

STAFF RECOMMENDATION: "I move to award the contract for the 2025 Sidewalk Construction Project to T.W.S. Construction Incorporated in the amount of \$484,735.00 and authorize the Mayor to sign the agreement and notice of award."

OTHER OPTIONS:

SUMMARY:

With input from staff and council, high priority sidewalk replacement locations were identified earlier this year. Engineering staff then surveyed the initial sites and eventually developed a sidewalk improvement project around a \$350k target budget. The scope includes sidewalk removal and replacement, driveway approach reconstruction to meet ADA sidewalk standards, and contingency items such as tree removal and landscape restoration.

The City first advertised the project for bid on June 6, 2025, with a required completion timeline of 90 days. No bids were received. To encourage participation, the completion timeline was extended to one year, and the project was re-advertised on August 6, 2025.

On August 28, 2025, two bids were received. The lowest responsive and responsible bid was submitted by T.W.S. Construction Incorporated in the amount of \$484,735.00, which is 45% above the engineer's estimate of \$334,173.18. Project funding will come from the City's general fund.

RELEVANT LAWS, STUDIES & PLANS:

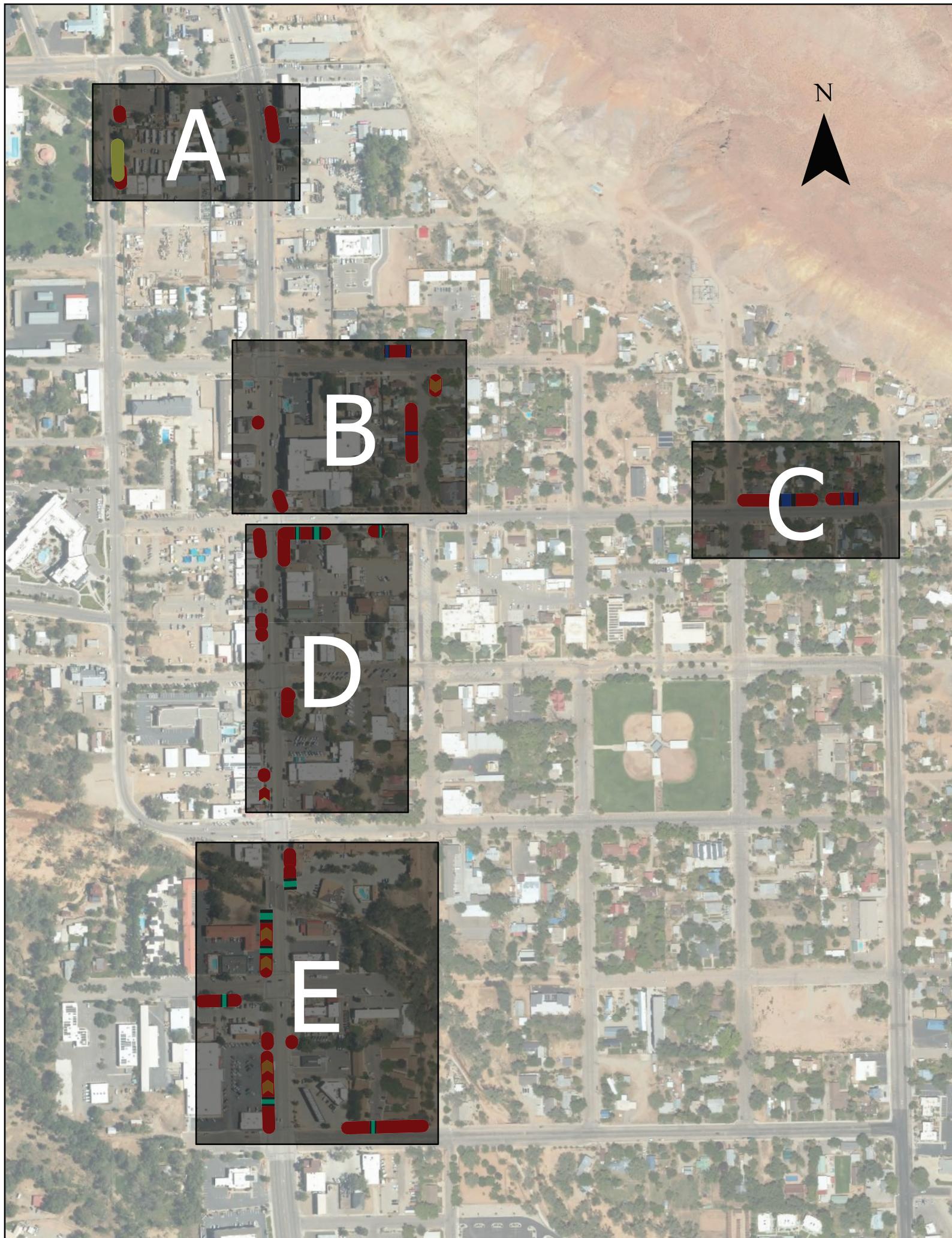
See the attached Site Exhibit for planned project improvements.

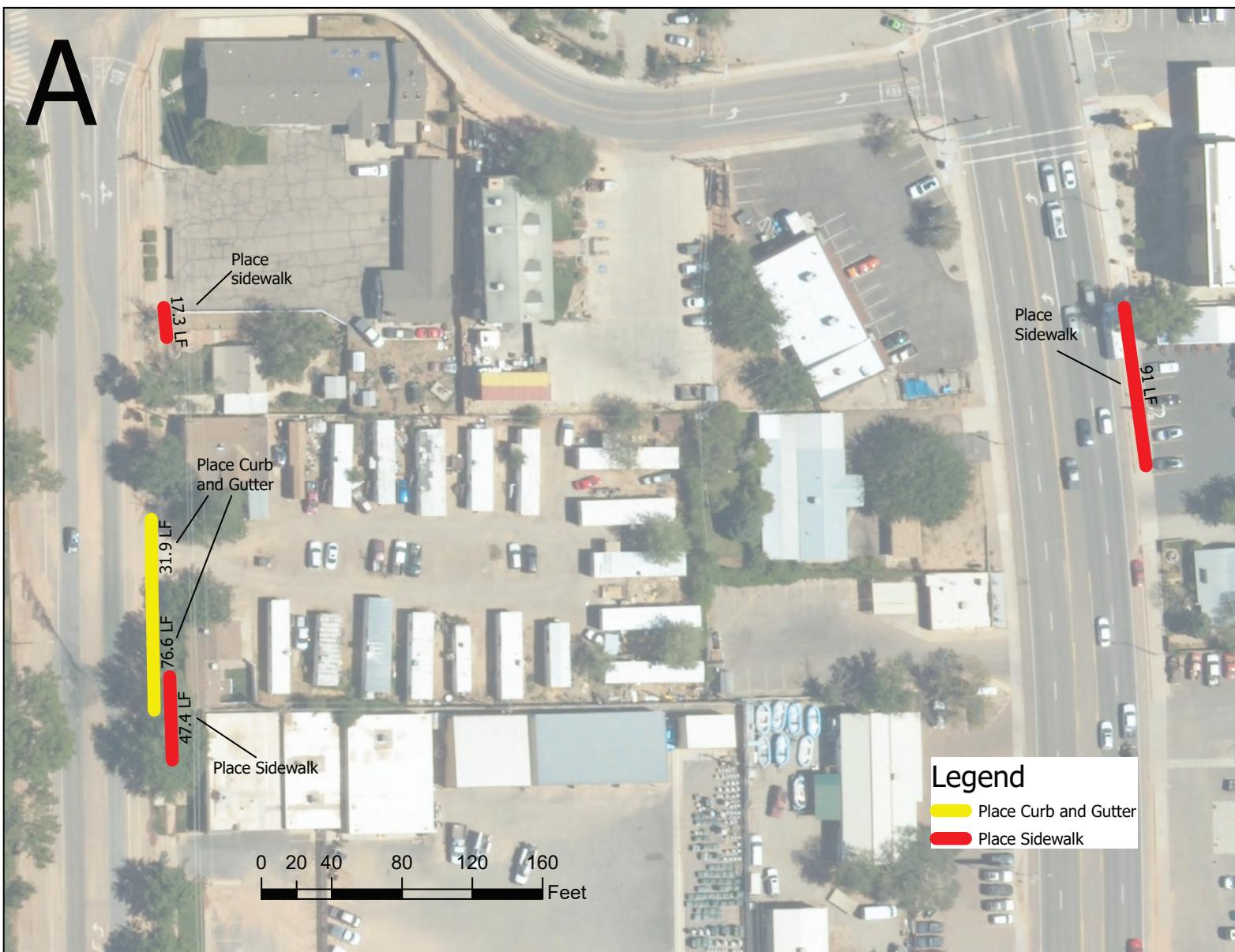
RESPONSIBLE DEPARTMENT:

Community Development

FINANCIAL IMPACT:

City staff have reviewed the bid and determined it to be fair and reasonable. Based on discussions with the City Manager, and due to the high priority of the project, we recommend adjusting the project budget, with additional funds coming from the available CIP fund balance.

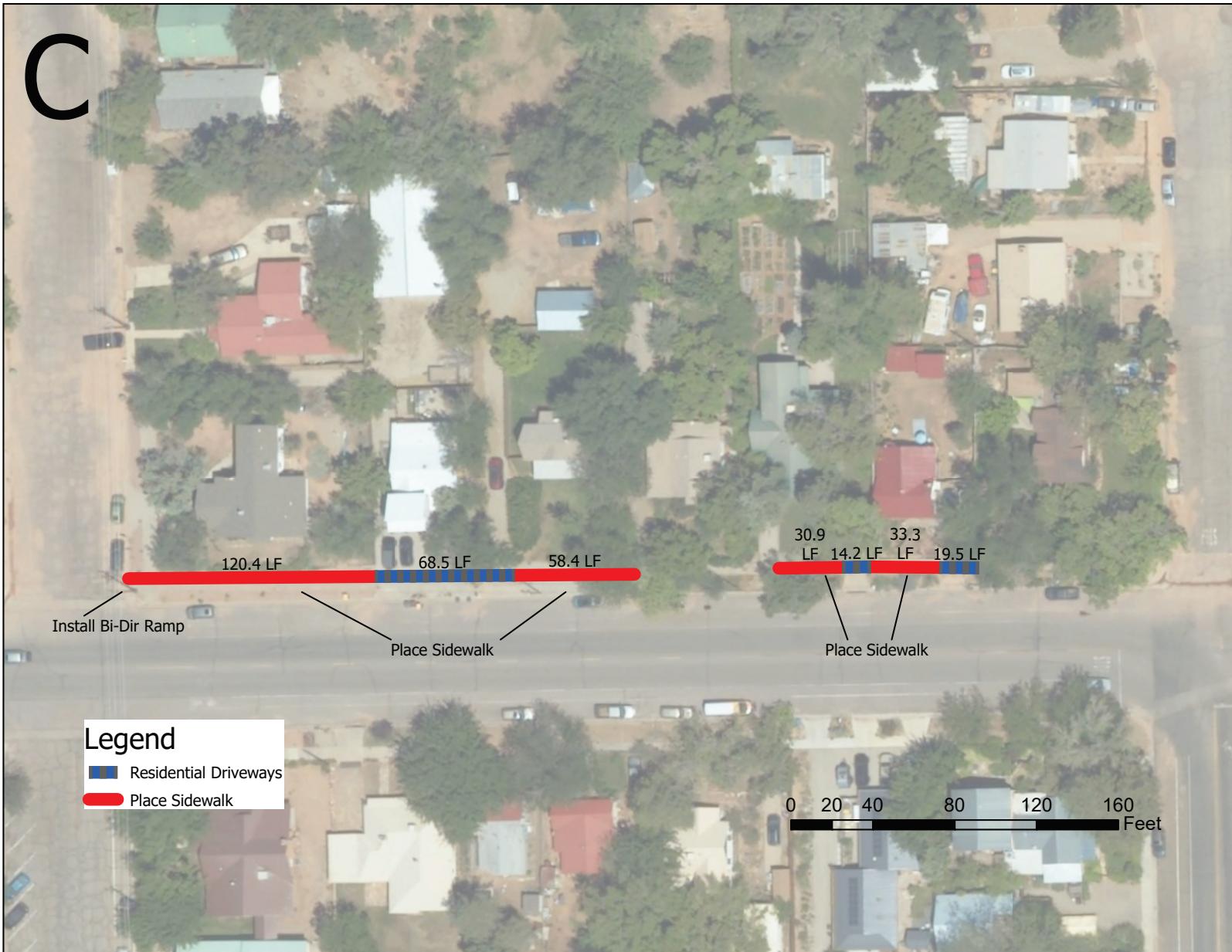




B



C



D



E





MOAB CITY COUNCIL AGENDA

September 23, 2025

TITLE: Consideration and Possible Acceptance of the Petition for Annexation for Property Located at 1410 South Highway 191, Moab, UT 84532, into the City of Moab, Following the State and Municipal Annexation Code Process.

DISPOSITION: Discussion and possible action

PRESENTER/S: Cory Shurtleff, Community Development Director and Johanna Blanco, Associate Planner

ATTACHMENT/S:

- Exhibit 1 Petition for Annexation
- Exhibit 2 Red Rocks Flats II Pre-Annexation Agreement
- Exhibit 3 Red Rocks Flats II Pre-Annexation Agreement Staff Report

STAFF RECOMMENDATION: Accept the petition for further consideration

OTHER OPTIONS: Reject the petition

RECOMMENDED MOTION: I move that the Moab City Council accept the petition for annexation for property located at 1410 South Highway 191, Moab, Utah 84532.

SUMMARY:

On February 27th, 2024 Moab City Council approved the Red Rock Flats Pre-Annexation Agreement for property located at 1410 South Highway 191, Moab UT 84532. On September 8th, 2025 the City Recorder received a petition to annex the property. Following Moab Municipal Code 1.32.020, after a petition for annexation is received by the City Recorder, the petition shall be submitted to the City Council to accept or reject within 14 days. If accepted by the City Council, the petition shall be reviewed by the City Recorder for completeness and compliance with applicable law, which review and certification shall be completed within thirty days of acceptance. If the petition complies, the City Recorder shall certify the petition and provide notice to the City Council.

RELEVANT LAWS, STUDIES & PLANS:

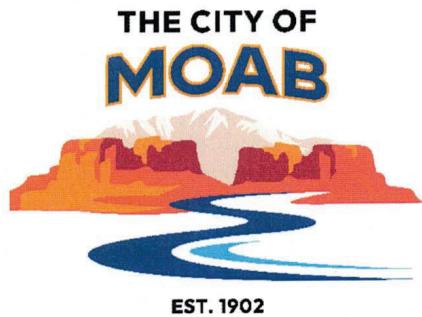
Utah Code § 10-2-807

RESPONSIBLE DEPARTMENT:

City Council, City Recorder, City Planning.

FINANCIAL IMPACT:

N/A



PETITION FOR ANNEXATION

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

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

Approximate location: 1410 S Highway 191, Moab, UT 84532

Legal description:

Grand County parcel number 02-0007-0007

S HWY 191 1410 - Beginning 927.5 feet West of the SE Corner of Section 7, Township 26
South, Range 22 East, thence West 224.4 feet; thence North 427.6 feet to highway right of
way; thence South 58 degrees 03 feet East along said right of way 280.0 feet; thence South
262.0 feet to the point of beginning.

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

Contact Sponsor

Mailing Address

Ellen Weinstein

PO Box 711699, Salt Lake City, UT 84171-1699

Contact Sponsor

Mailing Address

4. That this petition is accompanied by the following documents:
 - a. An accurate and recordable map, prepared by a licensed surveyor, of the area proposed for annexation.
 - b. A copy of the notice of intent sent to affected entities.
 - c. A list of the affected entities to which notice was sent.
5. A copy of this petition and the accompanying map was also delivered or mailed to the Grand County Clerk and the chair of the Moab City Planning Commission.
6. That the petitioner(s) request the property, if annexed, be zoned C4 _____.
7. That the petitioner(s) acknowledge that the City may charge them for any fees and costs the City incurs in reviewing and processing the annexation.
8. For annexations involving real property owned by a public entity other than the federal government, this petition contains the signatures of the owners of all of the publicly owned real property located within the area proposed for annexation.
9. For annexations involving private real property, that this petition contains the following signatures from real property owners that:
 - a. Own 100% of rural real property within the area proposed for annexation, if any;
 - b. Own 100% of private real property within the area proposed for annexation if the area is located within an agricultural protection area;
 - c. Covers a majority of the private land area within the area proposed for annexation; and
 - d. Is equal in market value to at least 1/3 of the market value of all private real property within the area proposed for annexation.

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

WHEN RECORDED RETURN TO:

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

Parcel No. 02-0007-0007

PRE-ANNEXATION AGREEMENT REGARDING 1410 SOUTH HIGHWAY 191

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

RECITALS

A. Property Owner owns one parcel totaling approximately 1.83 acres of real property that are currently located in Grand County at approximately 1410 South Highway 191, Grand County, Utah, as more fully described in **Exhibit A** (the “**Shamrock Property**”).

B. The Shamrock Property is unincorporated and is designated as “Highway Commercial” in the Grand County Land Use Code 2.10 and is identified in Grand County’s use table as being approved for “Household Dwelling, multi-family” use, which use is “permitted by right.”

C. The Parties have been in discussions regarding the Shamrock Property annexing into the City.

D. It is the intent of this Pre-Annexation Agreement to provide a clear understanding of the zoning for the use and future development of the Shamrock Property in accordance Chapter 17.27 of the Moab Municipal Code, C-4 General Commercial Zone, and to comply with the other provisions of the Moab Municipal Code and other applicable land use regulations (collectively “**Land Use Regulations**”).

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

F. The City, acting pursuant to its authority under UTAH CODE § 10-9a-101, *et seq.*, has made certain determinations with respect to the Shamrock Property, and in the exercise of its legislative discretion, has elected to approve this Pre-Annexation Agreement in accordance with all necessary and required procedures.

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 Pre-Annexation Agreement.

2. Annexation to City of Moab. Utah law encourages development to take place within the boundaries of cities and towns when the land to be developed is located within a city's annexation declaration area. The Shamrock Property is located within the "General Plan annexation area boundary description" identified in the Moab Municipal Code 1.32.030 of the City's declaration area. See **Exhibit B**.

3. Petition. Property Owner shall follow the applicable laws, regulations, and ordinances, including but not limited to UTAH CODE § 10-2-401, *et seq.* and Moab Municipal Code Chapter 1.32 and Section 17.72.100(A) (collectively, the "**Annexation Process**") in seeking annexation of the Shamrock Property. Upon receipt of a complete Petition that complies with all applicable legal requirements (the "**Petition**"), the City shall complete its review process in accordance with the Annexation Process.

4. Decision on Petition. The City shall use all reasonable efforts to either approve or reject the Petition as soon as reasonably practicable and without undue delay in accordance with the requirements of the Annexation Process. If reasonable circumstances require additional time (such as Property Owner's failure to provide legally required information, third party protest, or state or local mandated notice provisions), both Parties shall continue to cooperate to expedite the review to the extent the Annexation Process allows. Property Owner shall provide at least 14 days written notice of its intent to withdraw the Petition unless the Moab City Council (the "**Council**") votes to annex. Property Owner agrees it shall not withdraw the Petition prior to the Council rendering a final decision/vote. Nothing in this Pre-Annexation Agreement requires the City Council to approve the Petition.

5. Development Requirements. If the City grants the Petition, the following shall be express conditions of the annexation in addition to any other requirements set forth in applicable law, regulation, and ordinance:

5.1. *Zoning Upon Annexation.* It is agreed that upon the issuance of a Certificate of Annexation by Lieutenant Governor the Shamrock Property shall be placed in the "C-4 General Commercial Zone".

5.2. *Site Plan.* Property Owner shall develop a multi-household project as set forth in the attached site plan attached hereto as **Exhibit C** hereto (the "**Project**").

5.3. *Restrictive Covenant Agreement.* Upon completion of the Project and during its operation, Property Owner shall execute a restrictive covenant agreement to be recorded against the Shamrock Property that shall require fifty (50%) percent of the Project's units be leased to (i) "Active Employment Households" ("AEH") as that term is defined in Section 17.06.020 of the

Moab Municipal Code; or (ii) to students, faculty, or long-term visitors (more than 30 days) of any institution of higher education that is listed with the U.S. Department of Education eligible to participate in the Title IV federal student aid programs where the person attends the institution from within Grand County (“**Title IV Program**”). The restrictive covenant agreement shall have a term of fifty (50) years and shall be in substantially the same form as set forth **Exhibit D**. If the owner of record of the Shamrock Property provides the City with written evidence showing that a lender has foreclosed upon and acquired the Shamrock Property, the City shall execute all documents that may be needed to terminate the restrictive covenant agreement.

5.4. *AEH Requirements.* The Parties acknowledge that it is the intent of Property Owner to construct sixty (60) units, of which 50% or thirty (30) units shall qualify as AEH units in accordance with Chapter 17.64 of the Moab Municipal Code. The Parties further agree that it is a condition precedent of this Pre-Annexation Agreement for Property Owner construct a minimum of thirty (30) units that satisfy the AEH requirements of Chapter 17.65 of the Moab Municipal Code. If Property Owner reduces the number of proposed units to comply with development standard requirements or for any other reason, Property Owner shall construct thirty (30) AEH units regardless of the number of other units Property Owner constructs. If Property Owner expands the number of units in accordance with applicable development standards, 50% of the total number of units Property Owner constructs shall qualify as AEH units in accordance with Chapter 17.64 of the Moab Municipal Code. If Developer constructs thirty (30) units or less, 100% of such units shall qualify as AEH units under Chapter 17.65 of the Moab Municipal Code.

6. Vested Rights.

6.1. *Vested Rights.* Property Owner shall have the vested right to develop the Shamrock Property as a multi-household project in the “C-4 General Commercial Zone” as set forth in Chapter 17.27 of the Moab Municipal Code, in accordance with and subject to compliance with the terms and conditions of this Pre-Annexation Agreement and the City’s Land Use Regulations then in effect.

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

7. Successors and Assigns.

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

7.2. **Assignment.** Neither this Pre-Annexation Agreement nor any of its provisions, terms or conditions may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Pre-Annexation Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Any such request for assignment may be made by letter addressed to the City as provided herein and the prior written consent of the City may also be evidenced by letter from the City to Property Owner or their successors or assigns. Any such assignment shall require the assignee to sign a form of acknowledgement and consent agreeing to be bound by the terms of this Pre-Annexation Agreement.

8. **Default.**

8.1. **Notice.** If Property Owner 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 Property Owner, then the City shall also provide a courtesy copy of the notice to Property Owner.

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

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

8.2.2. 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;

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

8.3. **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.

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

8.4.1. 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.

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

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

8.5. Public Meeting. Before the City may impose any remedy in subparagraph 8.4, Property Owner shall have the right to attend a public meeting before the Council and address the Council regarding the claimed default.

8.6. 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 subparagraph 8.4 without meeting with Property Owner as required under subparagraph 8.5. The City shall give the best notice practicable to Property Owner 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.

8.7. 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.

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

10. **Force Majeure.** All time period 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 Shamrock Property; or (b) by events reasonably beyond the control of Property Owner including, without limitation, inclement weather, war, strikes, unavailability of materials at commercially reasonable prices, and acts of God, but which does not include financial condition of Property Owner or their successors.

11. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be sent via email, certified mail (return receipt requested and postage prepaid), or personal service upon the Party for whom intended at the addresses shown below. Notice shall be deemed to be given on the date issued to the following addresses:

Shamrock Properties XX LLC
c/o Ellen Weinstein
6415 S 3000 E, Ste 140
Salt Lake City, Utah 84121
weinstein@shamrock-communities.com

City of Moab
Attn: City Recorder
217 E Center Street
Moab, UT 84532
sommar@moabcity.org

Any Party may change its address or notice by giving written notice to the other Parties in

accordance with the provisions of this paragraph.

Agreement to Run with the Land. This Agreement shall constitute covenants running with the Property, as defined in the recitals above and the exhibits attached, shall act as a burden thereon, binding every successor and assign of the Grantor and any other person having a fee, leasehold, or other interest in any portion of the Property at any time or from time to time, and shall inure for the benefit of Grantee for the term set forth herein.

12. Entire Agreement. This Pre-Annexation Agreement, together with the exhibits hereto, integrates and constitutes all 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 shall be in writing and signed by the respective Parties hereto.

13. 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.

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

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

16. Severability. Should any portion of this Pre-Annexation 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 Pre-Annexation Agreement had been executed with the invalid portions eliminated.

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

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

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

20. Governing Law and Venue. This Agreement shall be construed in accordance with the

laws of the State of Utah, and any actions between the Parties arising out of the relationship contemplated by this Agreement shall be brought in Salt Lake County, Utah.

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

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

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

24. Interpretation. In this Agreement, unless the context requires otherwise:

- 24.1. Use of the singular, plural, or a gender shall include the other.
- 24.2. The word "may" is permissive;
- 24.3. The words "shall not" are prohibitive;
- 24.4. The word "shall" is mandatory or required; and
- 24.5. The present tense includes the future tense, unless otherwise specified.

25. Successor Laws and Ordinances: Any statutes or ordinances referred to in this Pre-Annexation Agreement shall be deemed to that statute or ordinance as amended, restated, and/or replaced from time to time, including any successor legislation or ordinance that has the same general intent and effect as the statutes and ordinances referred to in this Pre-Annexation Agreement.

(Signatures begin on following page)

IN WITNESS WHEREOF, this Agreement has been executed by the Moab City Council as the land use authority for pre-annexation agreements under Moab City Municipal Code 17.72.100(A), and by a duly authorized representative of Property Owner on this _____ day of _____, 2024.

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

By:

Joette Langianese, Mayor and
Chair, City Council

ATTEST:

Sommar Johnson, City Clerk/Recorder

SHAMROCK PROPERTIES XX LLC

By: _____
Ellen Weinstein, its Manager

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

On the _____ day of _____, 2024, personally appeared before me Ellen Weinstein, who being duly sworn, did say that she is the Manager of Shamrock Properties XX LLC, and that the foregoing instrument was signed in behalf of said limited liability company and said Ellen Weinstein duly acknowledged to me that he executed the same for the purposes therein stated.

NOTARY PUBLIC

EXHIBIT A

Legal Description

DRAFT

EXHIBIT B

General Plan Annexation Area Boundary Description

DRAFT

EXHIBIT C

Site Plan

DRAFT

EXHIBIT D

Restrictive Covenant Agreement

DRAFT

WHEN RECORDED RETURN TO:

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

Parcel No. **02-0007-0007**

Restrictive Covenant Agreement

This Restrictive Covenant Agreement (“**Agreement**”) governs the mixed-use multi-household and commercial project located at 1410 S. Highway 191, Moab, Utah, 84532 (the “**Property**”), as more particularly described in **Exhibit 1**, and is made and entered into by SHAMROCK PROPERTIES XX, LLC (“**Grantor**”), a Utah limited liability company, for and on behalf of the CITY OF MOAB, UTAH (“**Grantee**”).

RECITALS

WHEREAS, Grantor is the record owner of the Property, on which Grantor intends to construct an apartment building complex (the “**Apartments**”);

WHEREAS, Grantor and Grantee executed a pre-annexation agreement (“**Pre-Annexation Agreement**”) on [REDACTED], 2024, that they subsequently recorded against the Property and now appears in the records of the Grand County Recorder as [insert entry number, book number, and page number].

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

WHEREAS, Grantee granted Grantor’s annexation petition on [REDACTED], 2024 and the Grantor and Grantee desire to execute this Agreement to satisfy the requirements of the Pre-Annexation Agreement.

COVENANTS AND RESTRICTIONS

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

1. Local Leasing Requirement:

- a. Grantor shall lease fifty percent (50%) of the units in the Apartments to either (i) “Active Employment Households,” as that term is defined in Section 17.06.020 of the Moab Municipal Code; or (ii) to students, faculty, or long-term visitors (more than 30 days) of

any institution of higher education that is listed with the U.S. Department of Education eligible to participate in the Title IV federal student aid programs where the person attends the institution from within Grand County. Provided, however, that the Parties acknowledge that it is the intent of Grantor to construct sixty (60) units, of which 50% or thirty (30) units shall qualify as Active Employment Household units in accordance with Chapter 17.64 of the Moab Municipal Code. The Parties further agree that it is a condition precedent of this Agreement for Grantor to construct a minimum of thirty (30) units that satisfy the Active Employment Household requirements of Chapter 17.65 of the Moab Municipal Code. If Grantor reduces the number of proposed units to comply with development standard requirements or for any other reason, Grantor shall construct thirty (30) Active Employment Household units regardless of the number of other units Grantor constructs. If Grantor expands the number of units in accordance with applicable development standards, 50% of the total number of units Grantor constructs shall qualify as Active Employment Household units in accordance with Chapter 17.64 of the Moab Municipal Code. If Grantor constructs thirty (30) units or less, 100% of such units shall qualify as Active Employment Household units under Chapter 17.65 of the Moab Municipal Code.

- b. Those units that are leased to Active Employment Households shall be deemed “Active Employment Units” and shall comply with all provisions of the Moab Municipal Code that govern such units, including but not limited to Chapter 17.64.
- c. Notwithstanding subparagraph 1.b of this Agreement, the provisions of Section 17.64.020(c)(2) of the Moab Municipal Code requiring Active Employment Units to be roughly equivalent by number in type (e.g., studio, one bedroom, two bedroom, etc.) and in square footage to the non-Active Employment Units within the development shall not apply to the Apartments so long as the Apartments are not separately owned. If the Apartments or a portion of the Apartments are subsequently converted to individual residential units that are separately owned, the portion of the Apartments that are separately owned units shall be subject to the requirements of Section 17.64.020.c.2.
- d. Grantor shall comply with all applicable verification procedures set forth in Chapter 17.64 of the Moab Municipal Code to ensure compliance with this Agreement, the Pre-Annexation Agreement, and the Moab Municipal Code. Grantor agrees that such verification procedures may include the filing of annual reports with the Grantee or Grantee’s duly authorized agents or designees on forms the Grantee has approved.

2. **Prohibition of Nightly or Short-Term Rentals:** Grantor shall strictly adhere to the prohibition of the use of the Active Employment Units as nightly or short-term rentals.
3. **Lease Period of Active Employment Units:** The lease period for an Active Employment Unit shall be a minimum of ninety (90) days.”
4. **Term:** This Agreement shall require a fifty (50) year term of compliance with the restrictive covenants set forth herein. This Agreement shall automatically expire on the completion of the term and shall have no further effect thereafter.

5. **Runs-With-The-Land:** This Agreement shall constitute covenants running with the Property, as defined in the recitals above and the exhibits attached, shall act as a burden thereon, binding every successor and assign of the Grantor and any other person having a fee, leasehold, or other interest in any portion of the Property at any time or from time to time, and shall inure for the benefit of Grantee for the term set forth herein. This Agreement is enforceable by both Parties through any appropriate legal action, or other remedies specified in Utah law, including but not limited to specific performance, injunction, reversion, and payment of attorney's fees and costs.
6. **Incorporation of Recitals and Exhibits:** The recitals and all exhibits set forth herein are deemed incorporated into this Agreement, and the Parties represent that they are true and correct.
7. **Entire Agreement:** This Agreement together with the Pre-Annexation Agreement, including exhibits, constitutes the entire agreement of the Parties and supersedes all prior understandings, representations, or agreements of the Parties regarding the subject matter in this Agreement and the Pre-Annexation Agreement.
8. **Binding Effect:** This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, administrators, and assigns.
9. **Use of Singular, Plural, and Gender:** Whenever the sense of this Agreement requires, a singular number shall be construed to be plural and vice versa, and words of the masculine gender shall be construed to be feminine and vice versa.
10. **Captions:** The captions of any articles, paragraphs, or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provisions hereof.
11. **Applicable Law and Severability:** This Agreement is made in Utah and shall be construed in accordance with the laws of the State of Utah. If any provision of this Agreement is in conflict with any statute or rule of law of Utah, or is otherwise unenforceable, the provision shall be deemed null and void only to the extent of such conflict or unenforceability and shall be deemed separate from and shall not invalidate any other provision of this Agreement.
12. **Amendments:** This Agreement shall not be amended or modified except in writing executed by all the Parties to this Agreement, including any successor in title to the Property or Grantee.
13. **Authority:** All Parties warrant that they are authorized to sign on behalf of and legally bind the entities for which they sign.
14. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original as against any Party whose signature appears on the counterpart. This Agreement shall become binding when one or more counterparts, individually or taken together, include the authorized signatures of all the Parties.
15. **Legal Review:** The Parties represent and agree that they had full opportunity to review this Agreement and that they accept the terms hereof. The rule that such agreement is to be construed against its drafter shall not apply to this Agreement.

16. Costs and Attorney's Fees: If any Party defaults in the performance of any covenant or condition contained herein, the defaulting Party agrees to pay the costs and expenses, including reasonable attorney's fees, that the non-defaulting Party incurs in enforcing this Agreement through litigation or otherwise.

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

18. Successor Laws and Ordinances: Any statutes or ordinances referred to in this Agreement shall be deemed to include that statute or ordinance as amended, restated, and/or replaced from time to time, including any successor legislation or ordinance that has the same general intent and effect as the statutes and ordinances referred to in this Agreement.

[execution on following page]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed this _____ day
of _____ 2024.

Shamrock Properties XX, LLC

Ellen Weinstein
Its

Acknowledgement

State of Utah)
§
County of Grand)

On this _____ day of _____ 2024, **ELLEN WEINSTEIN**, acting in her authorized capacity as _____ of Shamrock Properties XX, LLC, personally appeared before me, whose identity has been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that she executed the foregoing **Agreement**, for the purposes stated therein, of his own voluntary will and act.

Notary Public

My Commission Expires:

Residing at:

[notary seal]

IN WITNESS WHEREOF, Grantee has caused this Agreement to be executed this _____ day of _____ 2024.

City of Moab, Utah

Joette Langianese, Mayor

Acknowledgement

State of Utah)
 §
County of Grant)

On this _____ day of _____ 2024, **JOETTE LANGIANESE**, acting in her authorized capacity as Mayor of the City of Moab, Utah, personally appeared before me, whose identity has been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that she executed the foregoing **Agreement**, for the purposes stated therein, of his own voluntary will and act.

Notary Public

My Commission Expires: _____

Residing at: _____

[notary seal]

EXHIBIT 1

Legal Description for 1410 S. Highway 191

DRAFT



**RED ROCK FLATS II PRE-ANNEXATION
AGREEMENT
STAFF REPORT
CITY OF MOAB PLANNING DEPARTMENT**

To: Moab City Council
From: Anna Anglin, Planning & Zoning Administrator
Cory Shurtleff, Planning Director
Date: February 27, 2024
Re: Pre-Annexation Agreement for Red Rock Flats II

City Annexation Proposal

PROPERTY ADDRESS: 1410 South Highway 191, Moab, Utah 84532 (Currently in Grand County)

PARCEL ID NUMBER: 02-0007-0007 (1.83-acres) Totaling Approximately 16,230 square feet.

CURRENT ZONING: Located in the Highway Commercial zone (street frontage side) and Rural Residential zone with a High-Density Overlay in Grand County.

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

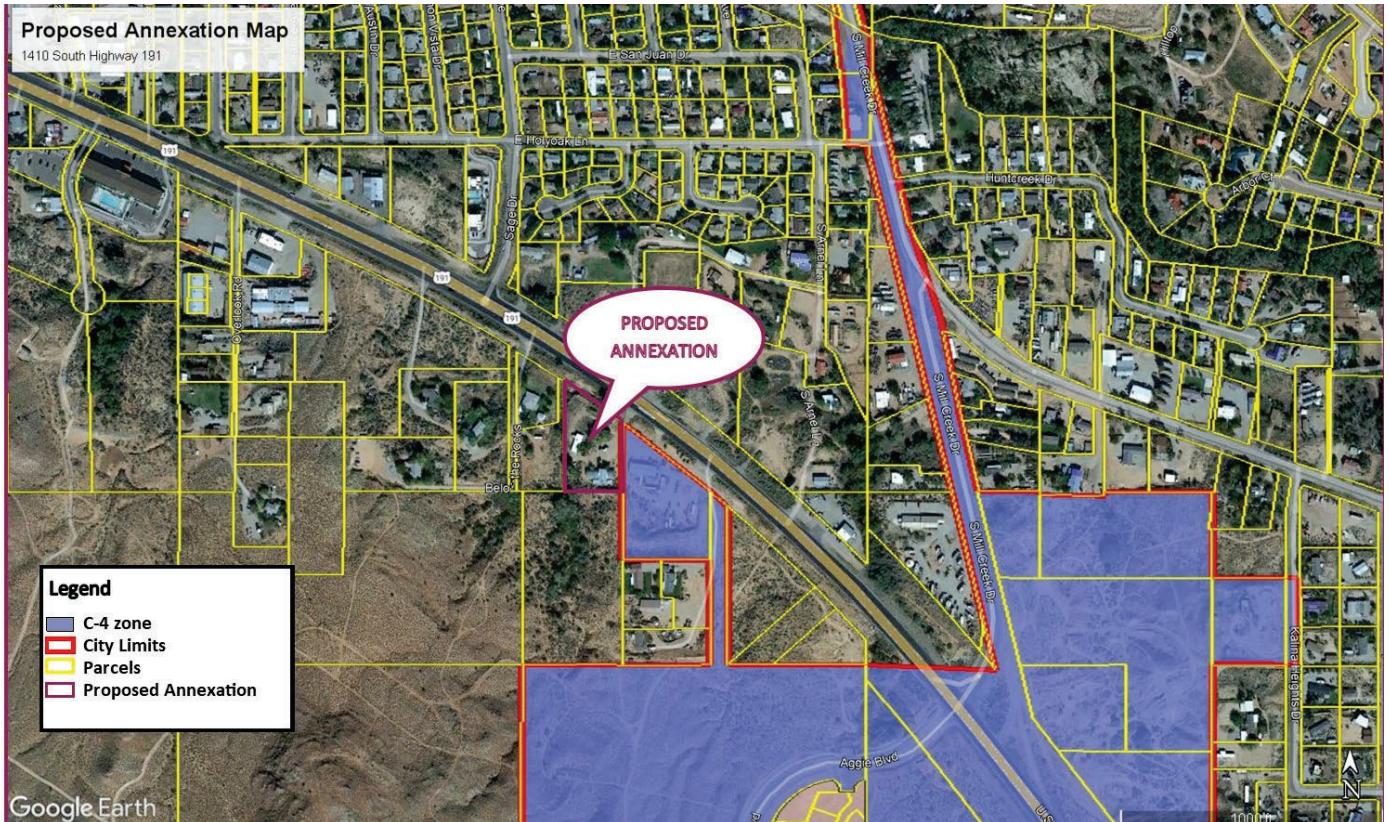
REQUEST: Shamrock Properties XX LLC is requesting the subject property be annexed into Moab City's jurisdiction. The property proposed to be annexed is a 1.83-acre lot; located at approximately 1410 South Highway 191, Grand County, Utah. The proposed annexation will bring the subject property into the City of Moab's jurisdiction. Section 1.32 of the Moab Municipal Code Governs the Annexation of land into the City.

ATTACHMENTS:

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

PROJECT DESCRIPTION:

The subject property's current zoning in Grand County are HC Highway Commercial zone (street frontage side) and Rural Residential zone with a High-Density Overlay. The current use of the property is residential. If the property were to be annexed into the City of Moab's jurisdiction, the applicant has requested they be designated a C-4 General Commercial Zone (see the vicinity map below for location of the property). The proposed use, once annexed, will be multi-household consisting of two buildings. The project is proposed to have 60 residential units, of which 50% shall be designated as AEH through a restrictive covenant agreement.



The adjacent properties to the northwest and to the south are vacant and are located in unincorporated Grand County. The adjacent property to the east is owned by the applicant and was recently annexed into Moab City in June 2023. A phased mixed-use development was approved by the Planning Commission on December 14, 2023, consisting of commercial uses on the northern portion of the property (street facing) and a 72-unit multi-household development on the southern portion of the property. The currently proposed annexation will be an extension to this development.

PRE-ANNEXATION AGREEMENT:

As part of the Annexation process, the applicant has submitted a pre-annexation agreement. The agreement was received initially by the City of Moab on October 24, 2023, and has been modified to its current agreement. The agreement is now being proposed for review and

approval by the Moab City Council. The agreement would permit Shamrock Properties to develop the property as multi-household residential and require that 50% of the proposed 60 units be subject to a restrictive covenant as Active Employment Units for a 50-year duration, in compliance with the Moab Municipal Code (MMC) Chapter [17.64 Active Employment Households](#). In addition, to comply with the MMC, none of the residential units will be used for short-term rentals. The City agrees that the subject parcel be zoned as C-4 General Commercial once annexed into the City. The applicant is to follow the requirements for the C-4 zoning regulations and any other applicable sections of the Moab Municipal Code.

CITY OF MOAB GENERAL PLAN:

Annexations:

Analysis: As part of the annexation process, any newly incorporated areas should not create enclaves, meaning areas that are in Grand County that are surrounded by Moab City Jurisdiction. The property proposed to be annexed is adjacent to the prior Shamrock Annexation and is now called the *Red Rock Flats* development on the eastern side and will expand on the current City boundary without creating any enclaves.

The General Plan also requires that any cost for new infrastructure be absorbed by the new development and not by the City at large. As part of the pre-annexation agreement, the applicant requesting annexation has agreed to pay for the need for any new water or sewer lines necessary to support the proposed development.

Findings: The proposed annexation complies because it will not create any enclaves due to its location adjacent to property already annexed into the City. In addition, the pre-annexation agreement requires the new development absorb the cost of any new infrastructure required to service the proposed development.

Plan Maps:

Analysis: The General Plan for Moab City includes a Boundary Map that outlines the areas surrounding Moab's Jurisdiction which are designated for future incorporation into the City. The municipal code requires that any newly incorporated areas be adjacent to the current Moab City boundary lines. The proposed area to be annexed is within the boundaries for future annexation and the parcels are adjacent to already incorporated property. In addition, the Future Land Use Map designates this area for commercial zoning. This makes the proposed C-4 General Commercial zone consistent with the Future Land Use Map.

Findings: The proposed annexation complies with the Future Annexation Boundary map and the requirements of being adjacent to the current Moab City's jurisdiction boundary. The proposed C-4 General Commercial Zoning is consistent with the Future Land Use Map.

GOALS AND POLICIES IN THE GENERAL PLAN FOR ANNEXATIONS

Goal 13: Consider annexations that provide a benefit to the community.

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

Action Steps:

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

Analysis: The property proposed to be annexed is located along Highway 191, which is primarily used for commercial development. As part of the staff report, the General Plan was reviewed as to what the future land use map designates the property as and what the boundaries are for newly annexed property into the City. The proposed zoning will help reach the goal of adding additional **Active Employment Units** housing to the current market and allow the project to have a higher density. The approved Redrock Flats project adjacent to the subject property is also adding additional housing units to the market, making the residential use consistent to the proposed development pattern for the area. The C-4 zoning district allows for the proposed use and allows for the proposed density of a multi-household project.

Findings: The C-4 zoning will allow the proposed development to be built as is according to the pre-annexation agreement. Any new development on the property will need to go through the Site Plan Level II process and meet the Development Review Team requirement and receive Planning Commission approval.

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

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

Findings: The proposed pre-annexation will meet this requirement.

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

Analysis: As part of the pre-annexation agreement, any new infrastructure needed to support the proposed development will be paid for by the developer.

Findings: The proposed pre-annexation meets this requirement.

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

Analysis: The current provider **is GWSSA**. The applicant is working with the utility company to provide the services needed for the proposed development. The City will not accrue any cost for this.

Findings: The proposed pre-annexation meets this requirement.

e. Develop a master plan for each annexation area.

Analysis: The master plan for the area is based on what the General Plan outlines. Any new development is required to meet the goals of the General Plan, Future Land Use Map, Annexation Map, and the Moab Municipal code.

Findings: The proposed annexation meets this requirement.

MOAB MUNICIPAL CODE:

Following annexation, the proposed development shall comply with the requirements for the C-4 zoning district and any other applicable section of the Moab Municipal Code. The current Grand County zones of the property are HC - Highway Commercial, (which is the zoning for most of the property) and RR- Rural Residential. The property also has a High-Density Housing Overlay. The uses allowed in the HC zone are comparable with permitted uses allowed in the City of Moab's C-4 General Commercial Zone.

The primary difference between the Grand County HC- Highway Commercial zoning and the proposed C-4 General Commercial zone is the maximum density requirements. The Moab City C-4 zone allows for 75% lot coverage with no maximum density on multi-household developments. The HC County zone allows 18-units per acre which would total a maximum of 32-units on the subject property. If the parcel were to remain in the County's jurisdiction, the density could potentially increase to 35-units per acre if the new units are 80% active employed households due to the High-Density Household overlay.

The maximum height in the C-4 zone is 40' and the County's HC zone allows a height of 35' with the potential for an increase to 42' if the development meets the High-Density Housing overlay requirements.

General Requirements for Proposed Development:

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

- Level II Site Plan Review [Section 17.67](#) of the Moab Municipal Code.

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

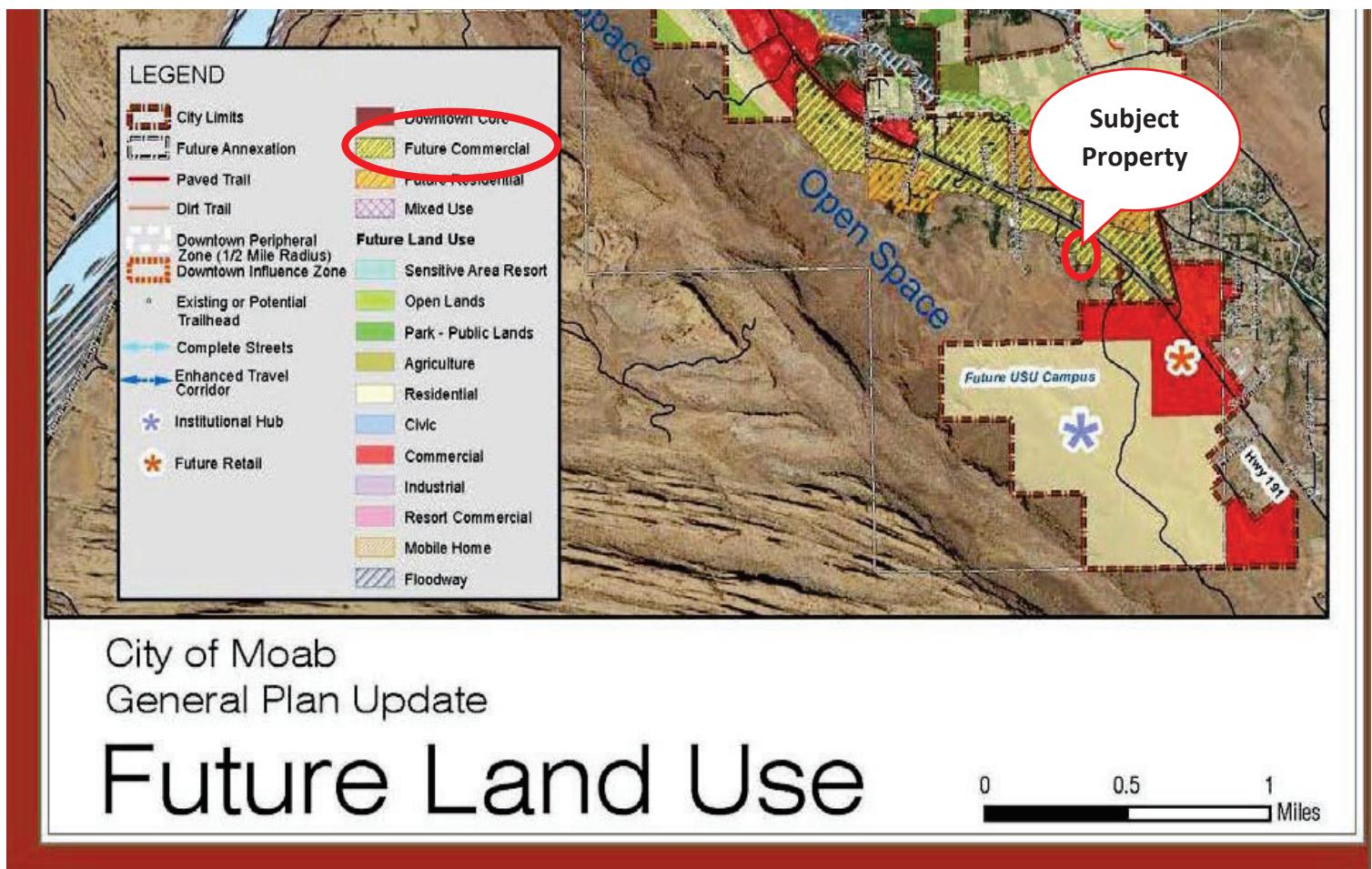
Parking table				
Use	Square footage/ # of Units	Parking Calculation	Required	Provided
Multi-family	60	1.5 space per unit	90	
Totals			90	70

Specific Requirements for the C-4 Zoning District:

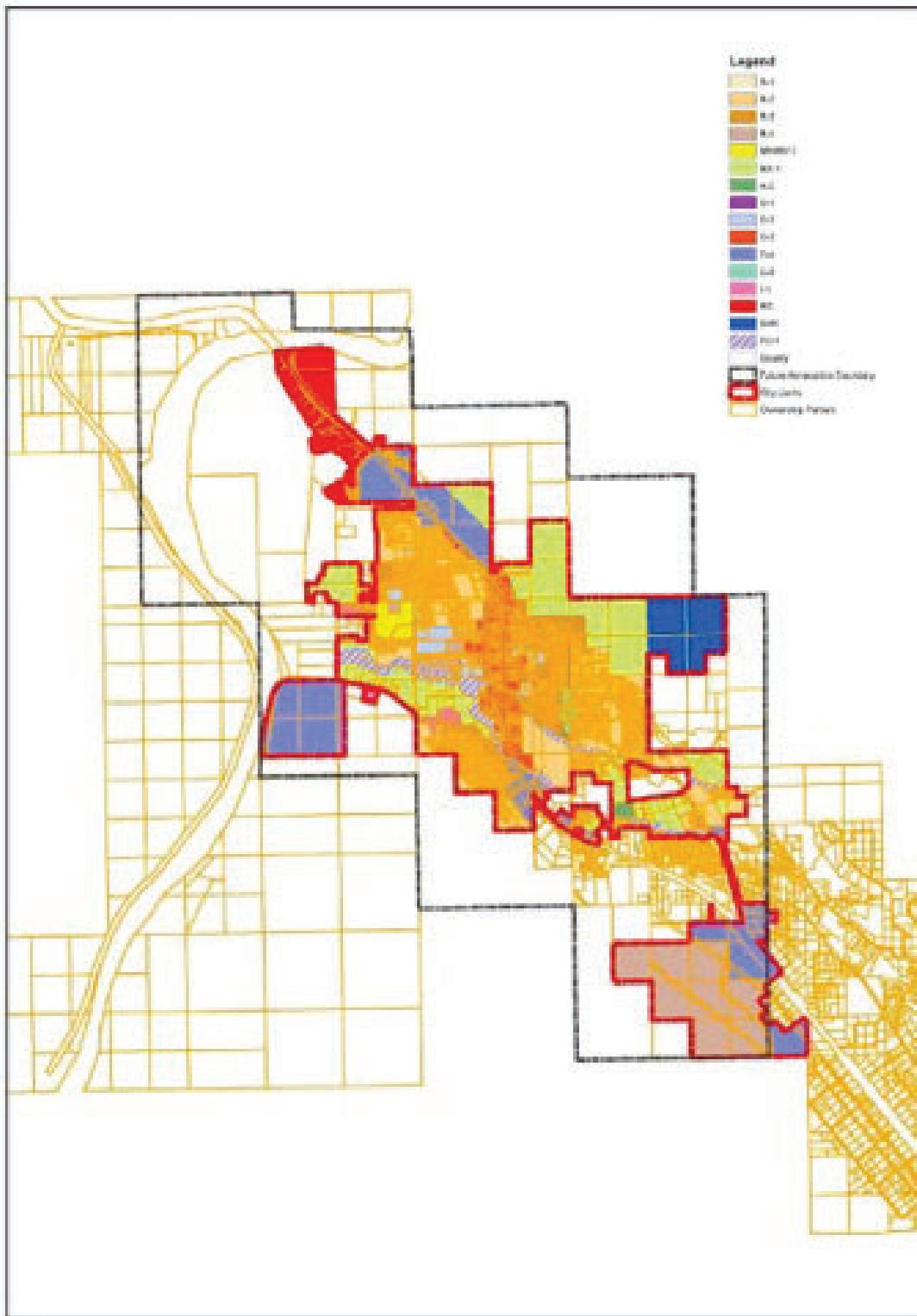
This is the list of allowed uses in the C-4 Zone. Highlighted uses are similar uses allowed in the Current zone. The proposed use is permitted in the HC zoning district. (Section [17.27.020](#)):

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

I. FUTURE LAND USE MAPS

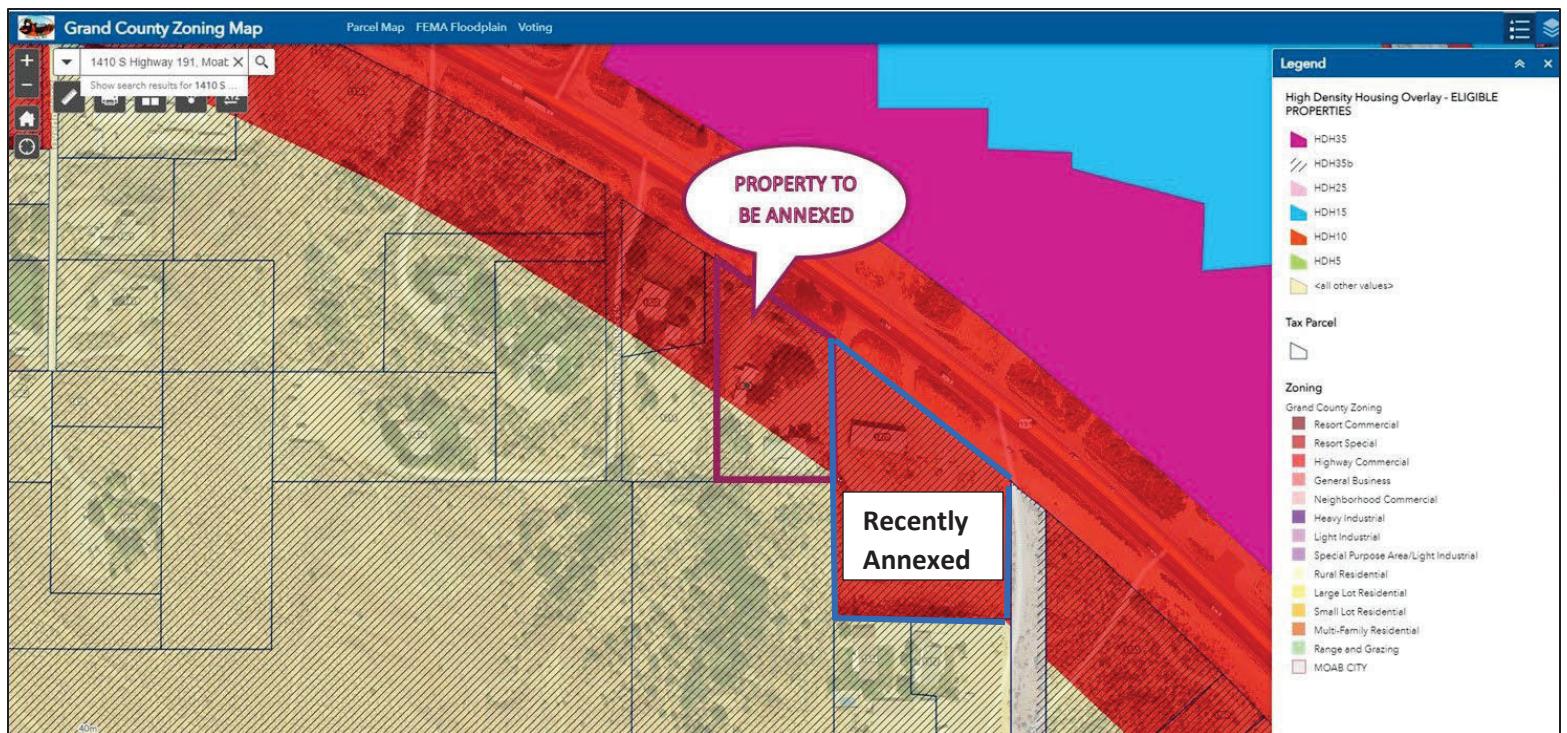


Future Annexation Boundary - General Plan



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

II. GRAND COUNTY ZONING MAP



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

III. HC&C-4 MATRIX

HC Highway Commercial W/ High Density Overlay

Grand County

The HC, Highway Commercial zone's objective is:

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

Screening and Buffer Requirements :

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

Specific Requirements for the HC Zoning District

Height Limit w/overlay	35' or 42' w/overlay
Yard requirements	Front: 20' Side: 10' plus additional for buildings taller than 28' in overlay Rear: 20'
Allowed Density: 18-units per acre w/ overlay: 35-units per acre	

List of allowed uses in the HC Zone:

- Dwelling, single-family
- Zero lot line house
- Alley-loaded house
- Dwelling, two-family (duplex)
- Townhouse
- Dwelling, multi-family
- Manufactured home
- Manufactured home community (C)
- Upper Story Residential
- Group Home
- Group Living (Boarding House)
- Community Service
- Daycares
- College/ University
- All other educational
- County or state shop/storage yard
- Government Facilities
- All institutions
- Hospital or clinic
- All other medical facilities
- All other parks and open areas
- service and rentals (C)
- Airport and heliport, emergency operations
- ATV outfitter, guide All personal service-oriented uses

- Building materials, sales and yard
- Greenhouse or nursery, wholesale or retail
- All other sales-oriented uses
- Repair services, general
- Repair services, limited
- RV and boat storage
- self-storage uses
- Auto repair garage
- Car Wash
- Fuel Service
- Limited vehicle service
- Vehicle sales, rental or leasing facility (non-ATV sales)
- ATV sales (C)
- Warehouse, commercial
- Food Processing (C)
- Woodworking and cabinet shops (C)
- Impound lot (C)
- Manufacturing and production
- contractor services
- Fruit and vegetable stand
- Winery (C)

C-4 General Commercial Moab City

The C-4 General Commercial zone's objective is:

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

Screening and Buffer Requirements when adjacent to Residential Uses:

Zoning	Screening	Buffer
C-4	8' Height Opaque	10' starting at property line

Specific Requirements for the C-4 Zoning District:

Height Limit	40'
Setback requirements	Front: 30'
Allowed Density: 75% Lot coverage	Side: 15' Rear: 20'

List of allowed uses in the C-4 Zone:

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

MOAB CITY

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

IV. SITE PHOTOGRAPHS



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Phone: 435-259-5129