



***ENHANCING OUR VIBRANT COMMUNITY AND IMPROVING OUR QUALITY
OF LIFE***

**MOAB CITY COUNCIL
NOVEMBER 12, 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

3.1. Utah Renewable Communities Update

Documents:

*25-11nov_urc update agenda summary.pdf
draft model ordinance 01-2025 version.pdf*

4. Consent Agenda

4.1. Ratification of Railroad Merger Letter

Documents:

rail merger letter.pdf

4.2. Quarterly Financial Report

Documents:

*quarterly financials agenda summary.pdf
q1fy26 financial report.pdf*

4.3. Approval of Minutes

October 28, 2025, Regular Meeting

Documents:

min-cc-2025-10-28 draft.pdf

4.4. Approval of Bills Against the City of Moab in the Amount of \$670,398.30

Documents:

10-29-25 council consent.pdf

11-05-25 council consent.pdf

5. General Business

5.1. Public Hearing for Ordinance 2025-16: An Ordinance of the Moab City Council of Moab Annexing the Shamrock 25, LLC Property at 1410 S. Highway 191 to the City of Moab and Assigning the Zone of C-4 General Commercial to the Parcel

5.2. Consideration of Approval of Ordinance 2025-16: An Ordinance of the Moab City Council of Moab Annexing the Shamrock 25, LLC Property at 1410 S. Highway 191 to the City of Moab and Assigning the Zone of C-4 General Commercial to the Parcel

Documents:

1410 s hwy 191 annexation agenda summary cc 111125.pdf

exhibit 1_recorded pre-annexation agreement_1410 hwy 191 annexation_cc 111125.pdf

exhibit 2_staff report_1410 s hwy 191 annexation_cc 111125.pdf

exhibit 3_annexation matrix_1410 s hwy 191 annexation_cc 111125.pdf

exhibit 4_notice of intent_1410 s hwy 191 annexation_cc 111125.pdf

exhibit 5_notice of certification_1410 s highway 191 annexation_cc 111125.pdf

exhibit 6_ordinance 2025-16_shamrock 25 llc 1410 s. highway 191 annexation_111125.pdf

5.3. Consideration and Possible Acceptance of the Petition for Annexation for Property Located at 486 Riversands Road, Moab, UT 84532, into the City of Moab, Following the State and Municipal Annexation Code Process.

Documents:

riversands bisco properties, llc petition for annexation agenda summary.pdf

exhibit 1_petition for annexation_486 riversands road annexation_cc 111125.pdf

exhibit 2_bisco properties, llc- byrd riversands pre-annexation agreement_cc 111125.pdf

exhibit 3_staff report_bisco properties, llc annexation staff report.pdf

2025 04 10 bisco properties llc pre-annexation agreement - recorded.pdf

5.4. Consideration of a Change Order in the Amount of \$71,005.80 for the Stabilization for Mill Creek at 500 West Project

Documents:

*change order for stabilization for mill creek at 500 west project
agenda summary.pdf
500 west change order form.pdf
500 west bridge overall.pdf
500 west revised plans.pdf*

5.5. Discussion and Consideration of Ordinance 2025-17: An Ordinance Establishing the Affordable Housing Partnership Policy and Impact Fee Assistance Program to Support Affordable Housing Development in Moab

Documents:

*city council staff report impact fee waiver policy.pdf
ordinance 2025-17 draft affordable housing impact fees.pdf*

6. City Manager Updates

7. Mayor and Council Reports

8. Executive (Closed) Session

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

9. Adjournment

Special Accommodations:

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

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



TITLE: Utah Renewable Communities (aka Community Renewable Energy Agency) Update

DISPOSITION: Department update

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

ATTACHMENT/S: Draft model ordinance

RECOMMENDED MOTION/S: N/A

SUMMARY:

The Utah Community Renewable Energy Act (Utah Code §54-17-901 to §54-17-909), renamed the Community Clean Energy Act in 2024, enabled the creation of what is now informally known as the Utah Renewable Communities (URC). Since then, participating communities have been working together to meet the requirements of the legislation and design a program that will provide net-100% clean electricity by 2030. With a public hearing scheduled before the Public Service Commission (PSC) on December 16, 2025, Moab and other participating communities could be considering an ordinance to launch the program as soon as January 2026.

Moab became an anchor community in 2021, sharing the goal to secure enough clean energy to match the total electricity used by participating customers each year. About half of the energy is expected to come from existing sources and half from new resources built for URC customers. All URC power resources are or will be part of the grid managed by PacifiCorp, the parent company of Rocky Mountain Power (RMP), which serves all participating communities. Participants will remain RMP customers, and RMP will continue to provide reliable power, whether or not customers participate in the Program.

To move the program forward, RMP submitted a two-part Program Application to the PSC on behalf of the participating communities (Docket 25-035-06). As required by the Act, the Program Application included, among other items:

- A summary of customers and electrical loads in the participating communities
- Projected rates under the proposed program
- A Utility Agreement between each participating community and RMP
- Plans for outreach and resources for low-income customers
- A draft ordinance establishing each community's participation in the program

The PSC has final decision-making authority. URC and its technical consultants filed testimony in July, and other parties submitted by an October deadline. Parties are now working through rounds of rebuttal and surrebuttal testimony.



The public hearing on December 16, 2025, will allow the PSC to review RMP's application and rule on unresolved items such as how program resources are valued, the role of renewable energy certificates (RECs), and how initial implementation costs will be covered. The hearing will include two components: a technical hearing at 9:00 a.m. and a public witness hearing at 6:00 p.m. The URC encourages representatives from each community to attend, particularly the public witness hearing. Both hearings will take place in the Heber M. Wells Building in Salt Lake City. Individuals wishing to participate remotely should contact the PSC at least two days in advance by calling 801-530-6716 for instructions.

On the anticipated timeline, the PSC could issue a decision as early as January 2026. From the date of approval, Moab and other communities will have 90 days to adopt the Program Ordinance. URC members and legal counsel collaborated to create the attached draft. If Moab adopts the Ordinance, all homes and businesses in Moab would be enrolled, with the option to opt-out. Moab would also be required to conduct outreach to low-income customers and reimburse RMP for two rounds of notices to all customers within the City at an estimated cost of \$5,000. After that, participating customers will cover Program expenses.

RELEVANT LAWS, STUDIES & PLANS:

General Plan, Element 2, Goals 1, 3, and 6: Energy and Resource Conservation
Moab Sustainability Action Plan: Energy and Buildings
Moab Resolutions 13-2017, 38-2019, 17-2021
Utah Code §54-17-901 to §54-17-909

RESPONSIBLE DEPARTMENT:

Administration: Strategic Initiatives & Sustainability

FINANCIAL IMPACT:

Moab has already contributed \$8,547.96 to URC as an anchor community. If the City were to pass the Ordinance, Moab would also reimburse RMP for distributing two notices at the approximate cost of \$5,000. Participants in the program would cover future costs, including funding an ongoing low-income credit.

[COMMUNITY]
ORDINANCE NO. _____

AN ORDINANCE OF [COMMUNITY] ENACTING TITLE ____, CHAPTER ____ TO THE
[COMMUNITY] CODE, COMMUNITY CLEAN ENERGY PROGRAM

Preamble

WHEREAS, in 2019, the Utah State Legislature enacted House Bill 411, codified at Utah Code Ann. §§ 54-17-901 to -909 (“Act”), titled the “Community Renewable Energy Act”; and

WHEREAS, in 2024, the Utah State Legislature enacted House Bill 241 and Senate Bill 214 which, collectively, renamed the Act the “Community Clean Energy Act” and amended certain provisions of the Act; and

WHEREAS, the Act authorizes the Utah Public Service Commission (“Commission”) to establish a program (“Program”) whereby towns, municipalities, and counties may cooperate with qualified utilities to provide electric energy for participating customers from clean energy resources; and

WHEREAS, the Act provides that a customer of a qualified utility may be served by the Program if the town, municipality, or county (“Community”) in which the customer resides satisfies certain requirements, including:

(a) the Community must enter into an agreement with a qualified utility (“Utility Agreement”):

(i) stipulating to the payment to the qualified utility of the costs of:

(A) third-party expertise contracted for by the Division of Public Utilities and the Office of Consumer Services, for assistance with activities associated with initial approval of the Program; and

(B) providing notice to the Community’s customers as provided in the Act;

(ii) determining the obligation for the payment of any termination charges under the Act that are not paid by a participating customer and not included in participating customer rates; and

(iii) identifying any initially proposed replaced asset;

(b) the Community must, within ninety (90) days after the date of the Commission’s order approving the Program, adopt a local ordinance that:

(i) establishes participation in the Program; and

(ii) is consistent with the terms of the Utility Agreement; and

(c) the Community must comply with any other terms or conditions required by the Commission; and

WHEREAS, the Act further authorizes the Commission to adopt administrative rules to implement the Act and the Commission has adopted such rules as set forth in Utah Administrative Code R746-314-101 through -402 (“Rules”); and

WHEREAS, the Rules require that a customer of a qualified utility may be served by the Program if, in addition to the requirements of the Act, the Community in which the customer resides also adopts an agreement (“Governance Agreement”) with other eligible Communities to establish a cooperative decision-making process for Program design, resource solicitation, resource acquisition, and other Program issues and provides a means of ensuring that eligible Communities and those that become participating Communities will be able to reach a single joint decision on any necessary Program issues; and

[WHEREAS, on [DATE], [COMMUNITY] adopted Resolution No _____, which states a goal of achieving an amount equivalent to 100% of the annual electric energy supply for [NAME OF COMMUNITY’s] participating customers from a renewable energy resource by 2030; and]

WHEREAS, consistent with the requirements of the Rules, [COMMUNITY] entered into an agreement with other eligible Communities entitled the Interlocal Cooperation Agreement Among Public Entities Regarding the Community Renewable Energy Program (“Governance Agreement”), thereby becoming a member of the Community Renewable Energy Agency (“Agency”), which endeavors to make certain joint decisions about the proposed Program on behalf of Communities as set forth in the Governance Agreement; and

WHEREAS, consistent with the requirements of the Act, [COMMUNITY] entered into a Utility Agreement with Rocky Mountain Power, a qualified utility under the Act, effective as of [DATE], which addresses the issues required by the Act; and

WHEREAS, consistent with the requirements of the Act, on [DATE] Rocky Mountain Power filed an application with the Commission seeking approval of the Program and the Commission opened Docket No. [_____] to consider the application; and

WHEREAS, consistent with the requirements of the Act, on [DATE] the Commission issued an order in Docket No. [_____] (“Commission Order”) approving the Program; and

WHEREAS, as contemplated in the Act, the [COMMUNITY COUNCIL/COMMISSION] desires to adopt this ordinance that satisfies the requirements of the Act; and

WHEREAS, the [COMMUNITY COUNCIL/COMMISSION] desires to take actions which it has determined promotes the health, safety and welfare of [COMMUNITY]'s residents; and

WHEREAS, [COMMUNITY COUNCIL/COMMISSION] has determined that adoption of this ordinance will enhance the economic well-being of [COMMUNITY] and its residents through prudent management of [COMMUNITY]'s financial resources; and

WHEREAS, the [COMMUNITY COUNCIL/COMMISSION] has determined that adoption of this ordinance will help address concerns related to poor air quality and other environmental concerns due in part to the use of fossil fuels; and

WHEREAS, the [COMMUNITY COUNCIL/COMMISSION] finds that energy sources utilized by and within [COMMUNITY] therefore can impact public health, safety and welfare; and

WHEREAS, recent advances in energy technology have made certain clean energy resources more economically viable than in the past and, in some cases, more cost-effective than traditional energy sources; and

WHEREAS, proximity to outdoor recreation is a key economic contributor to [COMMUNITY] and one which relies on preservation of the environment and protection of natural resources; and

WHEREAS, [COMMUNITY] and its residents have shown an interest in environmental stewardship through various initiatives and activities surrounding growth and development; and

WHEREAS, [include description of Participating Community's prior sustainability actions]; and

WHEREAS, [COMMUNITY COUNCIL/COMMISSION] believes that determining and undertaking further actions designed to reduce fossil fuel dependence while appropriately balancing financial stewardship and promoting economic growth is an important component of safeguarding public health, safety and welfare; and

WHEREAS, [COMMUNITY COUNCIL/COMMISSION] met in regular session on [_____], to, among other things, consider adopting the Program on behalf of [COMMUNITY's] electric customers; and

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE BODY OF [COMMUNITY] AS FOLLOWS:

Section 1. Adoption. [COMMUNITY] Code, Title __, Chapter __, Community Clean Energy Program, which is published as a code in book form, is adopted in accordance with Exhibit A herein, copies of which have been filed for use and examination in the Office of the [COMMUNITY CLERK/RECORDER] (the "Community Clean Energy Program Ordinance").

Section 2. **Savings Clause.** In the event one or more of the provisions of this Community Clean Energy Program Ordinance shall, for any reason, be held to be unenforceable or invalid in any respect under applicable laws, such unenforceability or invalidity shall not affect any other provision; and in such an event, this Community Clean Energy Program Ordinance shall be construed as if such unenforceable or invalid provision had never been contained herein.

Section 3. **Effective Date.** This Community Clean Energy Program Ordinance shall take effect immediately upon the date of its first publication.

APPROVED, ADOPTED, AND PASSED and ordered published by the [COMMUNITY COUNCIL/COMMISSION], this __day of _____, [YEAR].

ATTEST:

[COMMUNITY COUNCIL/COMMISSION]

Name: _____
[COMMUNITY CLERK/RECORDER]

Name: _____
[COUNCIL/COMMISSION CHAIR]

APPROVED AS TO FORM:

VOTING OF [COUNCIL/COMMISSION]

Name: _____
[CITY/COUNTY ATTORNEY]

EXHIBIT A

TITLE ____

CHAPTER ____

COMMUNITY CLEAN ENERGY PROGRAM

SECTION 1. [COMMUNITY'S] PARTICIPATION IN COMMUNITY CLEAN ENERGY PROGRAM

1.1 [COMMUNITY] hereby establishes its participation in the Community Clean Energy Program ("Program") as approved by the Public Service Commission of Utah ("Commission").

1.2 On [DATE], the Commission issued an order in Docket No. [_____] ("Commission Order") approving the Program. The Commission Order is on file with the Commission. The Program's rates, rules, and requirements are governed by the Commission Order, and may be modified from time to time by subsequent rules and orders adopted by the Commission. To the extent that the Commission Order or any subsequent rule or order adopted by the Commission contradicts any portion of this Title, the Commission order or rule or order adopted by the Commission shall govern.

1.3 **ELIGIBLE CUSTOMERS.** Pursuant to Utah Code § 54-17-905(5), residential customers participating in the net metering program under Utah Code Title 54, Chapter 15, Net Metering of Electricity, are not eligible to participate in the Program. All other retail electric customers of Rocky Mountain Power within the current and future boundaries of [COMMUNITY], including all residential, commercial, and industrial customers, are eligible to participate in the Program ("Eligible Customer").

1.4 **COMMENCEMENT DATE.** The Program shall commence effective [DATE] ("Program Commencement Date"). Eligible Customers shall be enrolled in the Program if they receive the Notices identified in Section 2, below, and decline to opt out of participation in the Program by the date set forth in the Notices. Consistent with the Act and the Commission Order, the Notices shall be sent to each Eligible Customer before the commencement date that applies to each such customer ("Customer Commencement Date"), as set forth below.

1.4.1 For each Eligible Customer that continuously remains an Eligible Customer within [COMMUNITY] for at least 60 days prior to and through the Program Commencement Date, the Customer Commencement Date shall be the same as the Program Commencement Date.

1.4.2 For electric customers that become Eligible Customers within [COMMUNITY] after the Program Commencement Date (e.g., when a customer becomes a retail electric customer of Rocky Mountain Power

within the boundaries of [COMMUNITY] after the Program Commencement Date), the Customer Commencement Date shall be [] days after the customer becomes an Eligible Customer within [COMMUNITY].

SECTION 2. CUSTOMER PARTICIPATION IN COMMUNITY CLEAN ENERGY PROGRAM.

2.1 Each Eligible Customer shall be automatically enrolled in the Program unless the customer opts out of the Program prior to the customer's Customer Commencement Date.

2.2 NOTICES. As set forth in the Act and the Commission Order, before any Eligible Customer becomes a participant in the Program, Rocky Mountain Power first shall deliver to each Eligible Customer certain notices (collectively, the "Notices") containing content and in the form, manner, and delivery method as required by the Act and Commission Order and other orders and rules adopted by the Commission.

2.3. OPT-OUT. Each Eligible Customer may elect not to participate in the Program and instead to continue to pay applicable existing electric rates by giving notice to Rocky Mountain Power in the manner and within the time period set forth in the Notices.

2.3.1 FIRST OPT-OUT NOTICE. Rocky Mountain Power shall provide a First Opt-Out Notice, separate from standard monthly bills, to each Eligible Customer within [COMMUNITY], no earlier than sixty (60) days and no later than thirty (30) days before the Customer Commencement Date applicable to each customer. The First Opt-Out Notice shall, in all material respects, use the form and content of the First Opt-Out Notice as approved by the Commission.

2.3.2 SECOND OPT-OUT NOTICE. Rocky Mountain Power shall provide a Second Opt-Out Notice, separate from standard monthly bills, to each Eligible Customer within [COMMUNITY], at least fifteen (15) days after the First Opt-Out Notice was provided and at least seven (7) days before the Customer Commencement Date applicable to such customer. The Second Opt-Out Notice shall, in all material respects, use the form and content of the Second Opt-Out Notice as approved by the Commission.

2.3.3 Each Eligible Customer that receives the First Opt-Out Notice and the Second Opt-Out Notice as described herein and declines to opt out of the Program by the customer's Customer Commencement Date will be enrolled in the Program.

2.4 CUSTOMER OPTION TO OPT IN TO PROGRAM. An Eligible Customer located within [COMMUNITY] that is not enrolled in the Program may at any time elect to participate in the Program by providing notice to Rocky Mountain Power in the form and content approved by the Commission. Following such notice to opt in to the Program, the customer will be enrolled in the Program starting with the billing period following the notice in which it is reasonably practicable for Rocky Mountain Power to enroll such customer. The reasonably

practicable billing period shall be based on when the notice was received from the customer and the customer's billing cycle. Following enrollment in the Program, the customer shall be subject to all Program requirements, including exit notices and termination fees.

2.5 CUSTOMER OPTION TO EXIT PROGRAM. Customers that do not opt out of the Program by the Customer Commencement Date, or who opt in to the Program, may subsequently exit the Program by taking the steps described in the Commission Order.

SECTION 3. TERMINATION FEES

3.1 If a customer declines to opt out of the Program prior to the applicable Customer Commencement Date, but subsequently exits the Program, the exiting customer may be required to pay a termination fee, as set forth in this Section.

3.2 When applicable, the amount of the termination fee shall be based on the rate schedule of the exiting customer, is set forth in the Commission Order, and may be modified from time to time by subsequent orders of the Commission.

3.3 CIRCUMSTANCES IN WHICH TERMINATION FEE SHALL NOT APPLY: A Termination Fee shall not apply in the following circumstances:

- 3.3.1 Any customer that ceases to be an electric customer of Rocky Mountain Power;
- 3.3.2 Any customer that moves to a new location that is not within the boundaries of a community that participates in the Program;
- 3.3.3 Any customer that seeks protection through bankruptcy proceedings;
- 3.3.4 Any customer enrolled in Schedule 3 bill assistance ("Low-Income Lifeline Program").

SECTION 4. ACQUISITION OF CLEAN ENERGY RESOURCES

4.1 For purposes of this section, "clean energy resource" shall have the definition set forth in the Act.

4.2 Rocky Mountain Power may adopt or procure one or more clean energy resources to serve the needs and goals of the Program. The acquisition of any such clean energy resource must follow solicitation application and evaluation criteria approved by the Commission.

4.3 Any clean energy resource adopted or procured by Rocky Mountain Power to serve the needs and goals of the Program must be approved by the Commission based on a finding the same is reasonable and in the public interest.

4.3 The Commission shall determine the method of cost recovery for any clean energy resource acquired to meet Program needs and goals, and the Commission's determination regarding cost recovery may affect Program rates.

SECTION 5. PROGRAM RATES AND RATE ADJUSTMENT FILINGS

5.1 Program rates will be determined by the Commission.

5.2 The initial Program rates were determined by the Commission in the Commission Order.

5.3 Program rates may be adjusted by the Commission from time to time, consistent with the procedures set forth in the Commission Order for adjusting Program rates.

SECTION 6. UTILITY BILLING FOR PARTICIPATING CUSTOMERS

6.1 Rocky Mountain Power shall bill each Participating Customer on a monthly basis and shall:

6.1.1 include information in its monthly bills to participating customers identifying the Program cost; and

6.1.2 provide notice to participating customers of any change in rates for participation in the Program.

SECTION 7. [COMMUNITY] PARTICIPATION IN PROGRAM

7.1 Through its membership in the Community Renewable Energy Agency, [COMMUNITY] participated in the design and approval of the Program and shall participate in future decisions regarding clean energy resource solicitation, clean energy resource acquisition, and certain other Program issues.

7.2 Consistent with Utah Code § 54-17-903(2)(a), [COMMUNITY] entered into an agreement with Rocky Mountain Power ("RMP") regarding the facilitation of the Program ("Utility Agreement"). Pursuant to the Utility Agreement, [COMMUNITY]:

7.2.1 shall pay for the costs of third-party expertise contracted for in connection with the Program's development and initial approval by the Commission;

7.2.2 shall pay its proportional costs associated with RMP providing the Notices to the [COMMUNITY'S] customers as discussed in Section 2, above;

7.2.3 Termination charges not paid by a participating customer shall be included in participating customer rates and shall not be paid by [COMMUNITY];

7.2.4 There shall be no initially proposed “Replaced Asset” as that term is defined by Utah Code § 54-17-902(15).

7.3 [COMMUNITY] approved the appropriation of funds for the costs of third-party expertise contracted for in connection with the Program’s development and initial approval by the Commission pursuant to the Governance Agreement.

7.4 [COMMUNITY] [has approved/hereby approves] the appropriation of funds to pay its proportional costs associated with RMP providing the Notices to the [COMMUNITY’S] customers as discussed in Section 2, above.

7.5 [COMMUNITY] shall not be obligated to pay any costs of the Program other than those costs set forth herein and any costs that [COMMUNITY] may bear as a utility customer that participates in the Program, if applicable.

Mayor
Joette Langianese

217 East Center Street
Moab, Utah 84532
Phone: (435) 259-5121



Councilmembers
Tawny Knuteson-Boyd
Kaitlin Myers
Jason Taylor
Colin Topper
Luke Wojciechowski

October 29, 2025

The Honorable Patrick J. Fuchs
Chairman
Surface Transportation Board
395 E Street SW
Washington, DC 20423

Subject: Support for Union Pacific and Norfolk Southern Merger, Docket Number: FD 36873

Dear Chairman Fuchs:

As Mayor of the City of Moab, UT, I am writing to express my strong support for the proposed merger between Union Pacific and Norfolk Southern.

Freight rail is a cornerstone of our state's economy, safely moving the goods that power our industries, support our farmers and connect our communities to markets across the nation and the world. Union Pacific has long been an essential transportation partner for our state, providing efficient, reliable and cost-effective service to businesses large and small. The American freight rail network is not only critical to our economic growth – it is also one of the most sustainable modes of transportation available, helping reduce highway congestion and emissions.

The proposed merger offers a unique opportunity to strengthen this network and deliver tangible benefits for shippers, consumers and communities, including:

- **Improved Service Reliability:** More direct routes and greater operational flexibility will help prevent service disruptions and improve schedule dependability.
- **Reduced Transit Times:** Eliminating certain interchanges will speed the movement of goods, helping our businesses reach customers faster and more competitively.
- **Increased Investment:** The transcontinental railroad will be better positioned to invest in modern infrastructure, advanced technology and enhanced safety systems.
- **Expanded Reach:** The broader geographic footprint will open new markets for our state's products and strengthen supply chain resilience.

This merger is about more than just railroads—it's about securing the future of our transportation network, expanding much-needed passenger rail service, supporting economic development, and ensuring that American freight rail remains globally competitive.

I respectfully urge the Surface Transportation Board to give full and favorable consideration to this proposal, recognizing the significant benefits it will bring to our state and the national economy. With this proposal, we also encourage the entities involved to prioritize passenger rail access and improvements that will greatly expand access to our region.

Sincerely,

A handwritten signature in cursive script, appearing to read "Joette La", followed by a horizontal line extending to the right.

Joette Langianese

cc: Member Schultz
Member Hedlund

TITLE: FY 2026 Quarter One Financial Update

DISPOSITION: Presentation

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

ATTACHMENT/S: Q1 Budget Report

STAFF RECOMMENDATION: Staff recommends that the Council review the Q1 report and accept the report through the consent agenda.

Background

The City's Fiscal Year 2026 First Quarter Financial Report reflects stable financial performance consistent with prior-year trends. Overall tax revenue reached approximately 23% of annual projections, aligning with expected seasonal patterns. Expenditures were at close to 18% of the annual budget, slightly below the quarterly target due to staffing vacancies and deferred project spending.

Sales tax collections is strong and represents 26.79% of the full year's projected revenue, TRT collections are similar at 28.29% and Resort Community Tax is at 28.74% – all of which are right on track for the first quarter.

Personnel costs are consistent, with all departments being less than 25%. Operating expenditures are on track as well. Capital project spending is proceeding on schedule, with key investments in the 100 East/Uranium Street construction, Kane Creek improvements, and McKinstry energy upgrades.

The City remains in a positive position through the first quarter, providing flexibility for upcoming capital commitments. Grant reimbursements and project timing will be important in the next two quarters to maintain the projected budget. Continued attention to vacancy management and strategic hiring will help sustain efficiency and workload balance moving forward.

Proposed Motion:

N/A – The Council only needs to “accept” the report.

RELEVANT LAWS, STUDIES & PLANS:

The quarterly review of the budget supports the Moab Strategic Plan Pillar of:

Achieve Practical, Accountable and Responsive Governance

RESPONSIBLE DEPARTMENT(S):

Administration

FINANCIAL IMPACT:

The financial report shows all of the received revenue and expenditures for the first quarter. There is no specific budget impact that comes from the review of this report. Staff is not presenting a recommended budget adjustment with this item.

MOAB CITY CORPORATION
Standard Financial Report
10 General Fund - 07/01/2025 to 09/30/2025
25.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Change In Net Position					
Revenue:					
Taxes					
310-300 SALES & USE TAXES	3,146,055.61	865,490.83	3,230,050.00	2,364,559.17	26.79%
310-314 FRANCHISE TAXES	126,904.31	23,359.74	145,882.00	122,522.26	16.01%
310-315 HIGHWAY TAXES	1,260,614.88	368,343.49	1,284,117.00	915,773.51	28.68%
310-316 TRANSIENT ROOM TAXES	1,871,473.48	551,620.33	1,949,668.00	1,398,047.67	28.29%
310-317 RESORT COMMUNITY TAXES	6,587,131.25	1,935,072.63	6,733,622.00	4,798,549.37	28.74%
310-318 ENERGY TAXES	248,767.01	76,856.50	236,804.00	159,947.50	32.46%
310-350 RAP TAXES	420,095.14	0.00	0.00	0.00	0.00%
310-360 Property Taxes	3,549,781.38	74,707.29	3,351,250.00	3,276,542.71	2.23%
Total Taxes	17,210,823.06	3,895,450.81	16,931,393.00	13,035,942.19	23.01%
Licenses and permits					
Licenses					
320-326 FLAT BUSINESS LICENSES	43,928.00	12,775.80	55,532.00	42,756.20	23.01%
320-327 SPECIAL EVENT LICENSES	19,309.00	144.00	25,744.00	25,600.00	0.56%
Total Licenses	63,237.00	12,919.80	81,276.00	68,356.20	15.90%
Planning/Zoning					
325-300 SIGN PERMITS	0.00	0.00	105.00	105.00	0.00%
325-301 BUILDING PERMITS - CITY	45,192.88	25,390.82	52,500.00	27,109.18	48.36%
325-302 BUILDING PERMITS - COMMERCIAL	97,038.74	12,103.76	120,000.00	107,896.24	10.09%
325-303 1% BLDG PERMIT CHARGE	603.68	374.31	150.00	(224.31)	249.54%
325-304 PLAN CHECK FEES	55,289.67	3,577.50	100,000.00	96,422.50	3.58%
325-306 CODE ENFORCEMENT FINES	19,290.20	2,000.00	27,000.00	25,000.00	7.41%
325-307 PLANNING & ZONING ALL OTHER FE	41,867.62	14,288.71	55,000.00	40,711.29	25.98%
325-308 ANNEXATION FEES	600.00	0.00	0.00	0.00	0.00%
325-309 OTHER LICENSES & PERMITS	30.00	0.00	53.00	53.00	0.00%
325-310 PASSTHROUGH 3RD PARTY REVIEW	0.00	0.00	85,000.00	85,000.00	0.00%
Total Planning/Zoning	259,912.79	57,735.10	439,808.00	382,072.90	13.13%
Total Licenses and permits	323,149.79	70,654.90	521,084.00	450,429.10	13.56%
Intergovernmental revenue					
335-380 PSafety - STATE LIQUOR FUND AL	36,927.24	0.00	30,000.00	30,000.00	0.00%
Total Intergovernmental revenue	36,927.24	0.00	30,000.00	30,000.00	0.00%
Charges for services					
340-301 SPECIAL SERVICES BY CITY DEPTS	0.00	10.00	0.00	(10.00)	0.00%
340-306 TRANSITIONAL HOUSING RENT	8,500.00	(1,000.00)	5,000.00	6,000.00	-20.00%
345-320 GARBAGE BILLING / COLLECTION	16,213.28	0.00	0.00	0.00	0.00%
345-330 REFUSE COLLECTION CHARGES	252,039.53	0.00	0.00	0.00	0.00%
345-340 RECYCLING COLLECTION CHARGES	18,253.77	0.00	0.00	0.00	0.00%
Total Charges for services	295,006.58	(990.00)	5,000.00	5,990.00	-19.80%
Public safety					
350-330 PSafety - ANIMAL SHELTER FEES	9,648.24	1,675.00	6,721.00	5,046.00	24.92%
350-340 PSafety - ANIMAL SHELTER INTER	4,230.00	1,726.41	9,551.00	7,824.59	18.08%
350-351 PSafety - SECURITY SERVICES	73,343.41	8,700.00	100,000.00	91,300.00	8.70%
350-353 PSafety - RECORDS FEES	6,820.00	1,070.00	5,234.00	4,164.00	20.44%
350-354 PSafety - WITNESS FEES	48.50	37.00	274.00	237.00	13.50%
350-355 PSafety - MISC STATE GRANTS	159,202.43	39,551.86	168,512.00	128,960.14	23.47%
350-356 PSafety - DONATIONS	500.00	0.00	0.00	0.00	0.00%
350-357 PSafety - EVIDENCE/LOST & FOUN	114.00	0.00	671.00	671.00	0.00%
350-358 PSafety - VICTIM ADVOCATE GRAN	0.00	0.00	1,072.00	1,072.00	0.00%
350-359 RESTITUTION	1,000.00	0.00	0.00	0.00	0.00%
350-360 PSafety - FINES & PENALTIES	9,714.37	0.00	42,824.00	42,824.00	0.00%
Total Public safety	264,620.95	52,760.27	334,859.00	282,098.73	15.76%
Interest					
361-360 INTEREST INCOME	406,077.76	60,003.38	650,000.00	589,996.62	9.23%
361-361 INTEREST PTIF	0.00	0.00	92,700.00	92,700.00	0.00%
Total Interest	406,077.76	60,003.38	742,700.00	682,696.62	8.08%
Film comm					
362-364 INACTIVE FILM SPECIAL EVENT FEES	0.00	0.00	0.00	0.00	0.00%
Total Film comm	0.00	0.00	0.00	0.00	0.00%
Miscellaneous revenue					

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362-320 PARK AND FACILITY RENTALS	20,075.00	2,955.00	17,000.00	14,045.00	17.38%
362-321 PARK DEPOSITS	(1,350.00)	(300.00)	1,000.00	1,300.00	-30.00%
364-340 SALE OF REAL/PERS. PROPERTY	31,992.25	0.00	50,000.00	50,000.00	0.00%
364-341 INSURANCE REBATE	5,432.00	6,801.00	0.00	(6,801.00)	0.00%
369-300 OTHER	80,111.86	10,325.00	80,000.00	69,675.00	12.91%
369-302 REBATES	4,922.96	7,432.82	5,000.00	(2,432.82)	148.66%
369-304 SUSTAINABILITY GRANTS AND DONA	71,397.37	15,000.00	0.00	(15,000.00)	0.00%
369-307 CARRY FORWARD BALANCE	0.00	0.00	679,417.00	679,417.00	0.00%
369-308 CWDG GRANT	0.00	0.00	162,500.00	162,500.00	0.00%
369-370 INSURANCE CLAIM PROCEEDS	669,209.12	7,704.06	0.00	(7,704.06)	0.00%
Total Miscellaneous revenue	881,790.56	49,917.88	994,917.00	944,999.12	5.02%
Contributions					
371-373 PSafety - ANIMAL DEPOSITS NON-	1,245.00	400.00	300.00	(100.00)	133.33%
Total Contributions	1,245.00	400.00	300.00	(100.00)	133.33%
Transfers in					
390-320 OVERHEAD PAID FROM STORM WATER	90,000.00	0.00	92,700.00	92,700.00	0.00%
390-330 OVERHEAD PAID FROM SEWER FUND	430,000.00	0.00	442,900.00	442,900.00	0.00%
390-335 OVERHEAD PAID FROM CUL WATER F	430,000.00	0.00	442,900.00	442,900.00	0.00%
390-336 OVERHEAD PAID FROM TRANSIT	0.00	0.00	51,500.00	51,500.00	0.00%
390-340 GENERAL FUND BEG. BALANCE	0.00	0.00	836,054.00	836,054.00	0.00%
390-350 TRANSFER FROM OTHER FUNDS	0.00	0.00	350,000.00	350,000.00	0.00%
Total Transfers in	950,000.00	0.00	2,216,054.00	2,216,054.00	0.00%
Total Revenue:	20,369,640.94	4,128,197.24	21,776,307.00	17,648,109.76	18.96%
Expenditures:					
General Government					
Administrative Services Department					
Attorney					
422-530 Attorney PROFESSIONAL & TECHNICAL	170,613.01	53,117.00	200,000.00	146,883.00	26.56%
422-531 Attorney PUBLIC DEFENDER	36,120.00	9,000.00	35,000.00	26,000.00	25.71%
422-532 Attorney PROSECUTION SERVICES	48,027.20	15,748.50	35,000.00	19,251.50	45.00%
Total Attorney	254,760.21	77,865.50	270,000.00	192,134.50	28.84%
Human resources					
411-510 Human Resources SALARIES	297,265.27	61,584.52	283,534.00	221,949.48	21.72%
411-513 Human Resources BENEFITS	151,372.53	36,316.29	144,482.00	108,165.71	25.14%
411-515 Human Resources OVERTIME	1,269.75	0.00	1,500.00	1,500.00	0.00%
411-521 Human Resources SUBSCRIPTIONS	1,381.36	489.64	1,000.00	510.36	48.96%
411-522 Human Resources PUBLIC NOTICES	2,390.00	690.00	3,000.00	2,310.00	23.00%
411-524 Human Resources OFFICE SUPPLIES	773.30	139.20	1,500.00	1,360.80	9.28%
411-525 Human Resources EQUIPMENT SUPPLIES/M	256.46	0.00	0.00	0.00	0.00%
411-528 Human Resources TELEPHONE	1,146.66	253.98	1,500.00	1,246.02	16.93%
411-529 Human Resources EQUIPMENT RENTAL	2,585.04	769.38	3,500.00	2,730.62	21.98%
411-531 Human Resources PROFESSIONAL & TECHN	47,599.15	5,045.40	41,870.00	36,824.60	12.05%
411-533 Human Resources EDUCATION	1,433.00	284.00	4,000.00	3,716.00	7.10%
411-535 Human Resources OTHER	21,057.16	490.38	15,000.00	14,509.62	3.27%
411-546 Human Resources SPECIAL DEPT SUPPLIES	1,135.97	0.00	2,000.00	2,000.00	0.00%
411-550 Human Resources COPIER SUPPLIES	156.35	52.37	500.00	447.63	10.47%
Total Human resources	529,822.00	106,115.16	503,386.00	397,270.84	21.08%
Recorder					
415-510 Recorder SALARIES	198,568.89	47,328.67	247,251.00	199,922.33	19.14%
415-513 Recorder EMPLOYEE BENEFITS	120,206.84	33,643.50	120,033.00	86,389.50	28.03%
415-515 Recorder OVERTIME	0.00	0.00	500.00	500.00	0.00%
415-521 Recorder SUBSCRIPTIONS/MEMBERSHIPS	425.00	0.00	1,000.00	1,000.00	0.00%
415-522 Recorder PUBLIC NOTICES	4,133.30	566.60	6,000.00	5,433.40	9.44%
415-523 Recorder TRAVEL/FOOD	147.77	0.00	1,000.00	1,000.00	0.00%
415-524 Recorder OFFICE EXPENSE & SUPPLIES	5,071.49	1,112.65	4,000.00	2,887.35	27.82%
415-525 Recorder EQUIPMENT SUPPLIES/MAINT	30.00	0.00	0.00	0.00	0.00%
415-528 Recorder TELEPHONE	574.41	127.25	700.00	572.75	18.18%
415-531 Recorder PROFESSIONAL & TECHNICAL	21,760.45	7,948.00	30,000.00	22,052.00	26.49%
415-533 Recorder EDUCATION	6,420.54	2,286.75	8,000.00	5,713.25	28.58%
415-546 Recorder SPECIAL DEPT SUPPLIES	1,353.98	0.00	1,500.00	1,500.00	0.00%
415-550 Recorder COPIER SUPPLIES	3,367.57	1,213.72	3,500.00	2,286.28	34.68%
Total Recorder	362,060.24	94,227.14	423,484.00	329,256.86	22.25%
Info tech					

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430-524 Info Tech OFFICE SUPPLIES	490.51	262.46	300.00	37.54	87.49%
430-531 Info Tech PROFESSIONAL & TECHNICAL	205,910.17	31,187.00	205,000.00	173,813.00	15.21%
430-532 Info Tech WEBSITE	22,039.99	7,547.40	30,000.00	22,452.60	25.16%
430-533 Info Tech SOFTWARE SUBSCRIPTION	140,807.14	27,240.55	130,000.00	102,759.45	20.95%
430-537 Info Tech DNS MONITORING	4,500.00	999.00	5,000.00	4,001.00	19.98%
430-574 Info Tech MACHINERY & EQUIPMENT	55,318.83	2,077.40	150,000.00	147,922.60	1.38%
Total Info tech	429,066.64	69,313.81	520,300.00	450,986.19	13.32%
Election					
417-532 Election PROFESSIONAL/TECH GENERAL	0.00	0.00	35,000.00	35,000.00	0.00%
Total Election	0.00	0.00	35,000.00	35,000.00	0.00%
Finance					
420-510 Treasurer SALARIES	228,567.15	60,572.94	265,353.00	204,780.06	22.83%
420-513 Treasurer BENEFITS	161,774.94	39,951.07	169,358.00	129,406.93	23.59%
420-515 Treasurer OVERTIME	508.75	0.00	1,000.00	1,000.00	0.00%
420-521 Treasurer SUBSCRIPTIONS/MEMBERSHIP	334.00	259.00	1,000.00	741.00	25.90%
420-523 Treasurer TRAVEL	0.00	97.69	7,000.00	6,902.31	1.40%
420-524 Treasurer OFFICE SUPPLIES	13,946.24	5,093.95	18,000.00	12,906.05	28.30%
420-525 Treasurer EQUIPMENT SUPPLIES/MAINT	0.00	0.00	2,500.00	2,500.00	0.00%
420-528 Treasurer TELEPHONE	574.41	127.25	600.00	472.75	21.21%
420-531 Treasurer PROFESSIONAL & TECHNICAL	9,481.65	45.00	13,000.00	12,955.00	0.35%
420-533 Treasurer EDUCATION	6,033.57	866.54	5,000.00	4,133.46	17.33%
420-535 Treasurer OTHER	161.98	0.00	0.00	0.00	0.00%
420-536 Treasurer BANK HANDLING CHARGES	65,871.39	6,234.60	70,000.00	63,765.40	8.91%
420-546 Treasurer SPECIAL DEPT SUPPLIES	824.47	0.00	1,500.00	1,500.00	0.00%
420-563 Treasurer CASH OVER/SHORT	(10.00)	0.00	0.00	0.00	0.00%
Total Finance	488,068.55	113,248.04	554,311.00	441,062.96	20.43%
Elected					
413-510 Elected SALARIES	220,652.06	55,614.27	228,375.00	172,760.73	24.35%
413-513 Elected BENEFITS	35,923.96	8,954.98	36,013.00	27,058.02	24.87%
413-521 Elected SUBSCRIPTIONS/MEMBERSHIP	12,082.19	0.00	2,500.00	2,500.00	0.00%
413-523 Elected TRAVEL/FOOD	17,022.09	627.01	20,000.00	19,372.99	3.14%
413-524 Elected OFFICE SUPPLIES	336.61	0.00	0.00	0.00	0.00%
413-528 Elected TELEPHONE	514.41	122.25	1,500.00	1,377.75	8.15%
413-530 Elected FUEL	714.33	36.34	0.00	(36.34)	0.00%
413-531 Elected PROFESSIONAL & TECHNICAL	78,000.00	6,000.00	0.00	(6,000.00)	0.00%
413-533 Elected EDUCATION	141.28	0.00	2,500.00	2,500.00	0.00%
413-535 Elected OTHER	400.00	0.00	0.00	0.00	0.00%
413-546 Elected SPECIAL DEPT SUPPLIES	406.89	56.00	6,000.00	5,944.00	0.93%
Total Elected	366,193.82	71,410.85	296,888.00	225,477.15	24.05%
Administration					
414-510 Admin SALARIES	376,241.85	64,593.68	285,169.00	220,575.32	22.65%
414-513 Admin BENEFITS	154,864.19	35,373.46	143,381.00	108,007.54	24.67%
414-515 Admin OVERTIME	0.00	0.00	1,000.00	1,000.00	0.00%
414-521 Admin SUBSCRIPTIONS/MEMBERSHIP	2,871.71	6,084.62	22,500.00	16,415.38	27.04%
414-522 Admin PUBLIC NOTICES	270.00	0.00	3,000.00	3,000.00	0.00%
414-523 Admin TRAVEL/FOOD	9,789.28	494.64	6,500.00	6,005.36	7.61%
414-524 Admin OFFICE SUPPLIES	2,833.20	82.50	2,000.00	1,917.50	4.13%
414-525 Admin EQUIPMENT SUPPLIES/MAINT	1,400.41	40.00	2,000.00	1,960.00	2.00%
414-528 Admin TELEPHONE	3,260.33	366.38	2,500.00	2,133.62	14.66%
414-530 Admin FUEL	584.89	50.71	1,250.00	1,199.29	4.06%
414-531 Admin PROFESSIONAL & TECHNICAL	78,248.09	30,000.00	207,000.00	177,000.00	14.49%
414-533 Admin EDUCATION	149.00	0.00	3,500.00	3,500.00	0.00%
414-535 Admin OTHER	11,352.52	2,164.70	5,000.00	2,835.30	43.29%
414-546 Admin SPECIAL DEPT SUPPLIES	3,768.00	842.83	7,500.00	6,657.17	11.24%
414-574 Admin MACHINERY & EQUIPMENT	20,632.36	0.00	0.00	0.00	0.00%
Total Administration	666,265.83	140,093.52	692,300.00	552,206.48	20.24%
General					
416-523 General TRAVEL/FOOD	14,903.20	1,500.00	12,500.00	11,000.00	12.00%
416-524 General OFFICE EXPENSE & SUPPLY	3,630.72	2,449.14	2,500.00	50.86	97.97%
416-525 General EQUIPMENT SUPPLIES & MAINT	2,130.00	0.00	0.00	0.00	0.00%
416-527 General UTILITIES	57,820.46	11,363.59	55,000.00	43,636.41	20.66%
416-528 General TELEPHONE/INTERNET	49,515.42	10,173.96	56,000.00	45,826.04	18.17%
416-529 General RENT OF PROPERTY OR EQ	3,383.16	968.94	85,000.00	84,031.06	1.14%

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416-531 General PROFESSIONAL & TECHNIC	0.00	12,000.00	70,000.00	58,000.00	17.14%
416-536 General EMPLOYEE HOUSING EXPEN	1,961.99	177.93	20,000.00	19,822.07	0.89%
416-551 General INSURANCE	259,803.61	440,589.24	439,310.00	(1,279.24)	100.29%
Total General	393,148.56	479,222.80	740,310.00	261,087.20	64.73%
Total Administrative Services Department	3,489,385.85	1,151,496.82	4,035,979.00	2,884,482.18	28.53%
Community Development Department					
CDD Admin					
446-510 CDD Admin SALARIES	173,618.94	36,321.60	161,954.00	125,632.40	22.43%
446-513 CDD Admin BENEFITS	87,455.72	18,017.37	77,576.00	59,558.63	23.23%
446-521 CDD Admin SUBSCRIPTION/MEMBERSHIP	759.77	0.00	1,000.00	1,000.00	0.00%
446-523 CDD Admin TRAVEL	2,312.30	266.28	2,500.00	2,233.72	10.65%
446-524 CDD Admin OFFICE SUPPLIES	1,233.56	0.00	2,500.00	2,500.00	0.00%
446-528 CDD Admin TELEPHONE	128.95	0.00	1,200.00	1,200.00	0.00%
446-531 CDD Admin PROFESSIONAL & TECHNICAL	8,500.00	2,000.00	50,000.00	48,000.00	4.00%
446-533 CDD Admin EDUCATION	2,530.00	1,372.00	3,500.00	2,128.00	39.20%
446-546 CDD Admin SPECIAL DEPT SUPPLIES	2,847.59	0.00	4,500.00	4,500.00	0.00%
Total CDD Admin	279,386.83	57,977.25	304,730.00	246,752.75	19.03%
Planning					
418-510 Planning SALARIES	122,945.55	32,180.42	249,477.00	217,296.58	12.90%
418-513 Planning BENEFITS	63,664.45	21,798.90	159,995.00	138,196.10	13.62%
418-515 Planning OVERTIME	621.51	0.00	1,000.00	1,000.00	0.00%
418-521 Planning SUBSCRIPTION/MEMBERSHIP	2,555.00	2,123.69	3,500.00	1,376.31	60.68%
418-523 Planning TRAVEL	879.49	521.83	2,500.00	1,978.17	20.87%
418-524 Planning OFFICE SUPPLIES	2,672.98	(257.37)	3,750.00	4,007.37	-6.86%
418-525 Planning EQUIPMENT SUPPLIES/MAINT	3,573.47	1,300.83	0.00	(1,300.83)	0.00%
418-528 Planning TELEPHONE	820.73	122.25	1,000.00	877.75	12.23%
418-531 Planning PROFESSIONAL & TECHNICAL	18,295.00	239.85	100,000.00	99,760.15	0.24%
418-533 Planning EDUCATION	1,007.80	300.00	2,500.00	2,200.00	12.00%
418-535 Planning OTHER	0.00	249.19	1,000.00	750.81	24.92%
418-546 Planning SPECIAL DEPARTMENTAL	31.34	0.00	1,000.00	1,000.00	0.00%
Total Planning	217,067.32	58,579.59	525,722.00	467,142.41	11.14%
Inspection					
424-510 Building SALARIES	250,150.03	59,433.62	279,812.00	220,378.38	21.24%
424-513 Building BENEFITS	144,383.78	35,888.03	149,513.00	113,624.97	24.00%
424-515 Building OVERTIME	15,676.28	2,238.60	13,000.00	10,761.40	17.22%
424-521 Building SUBSCRIPTIONS/MEMBERSHIPS	2,825.35	2,797.58	3,500.00	702.42	79.93%
424-523 Building TRAVEL	2,037.71	248.29	2,000.00	1,751.71	12.41%
424-524 Building OFFICE SUPPLIES	676.16	34.46	700.00	665.54	4.92%
424-528 Building TELEPHONE	1,829.08	486.87	2,000.00	1,513.13	24.34%
424-530 Building FUEL	1,527.40	84.17	2,000.00	1,915.83	4.21%
424-531 Building PROFESSIONAL & TECHNICAL	2,274.63	110.00	85,000.00	84,890.00	0.13%
424-533 Building EDUCATION	1,588.82	712.00	2,500.00	1,788.00	28.48%
424-546 Building SPECIAL DEPT SUPPLIES	1,273.42	309.99	1,500.00	1,190.01	20.67%
424-559 Building Vehicle Lease Payments	8,580.88	0.00	0.00	0.00	0.00%
Total Inspection	432,823.54	102,343.61	541,525.00	439,181.39	18.90%
Engineering					
419-510 Engineer SALARIES	420,844.46	127,635.71	511,973.00	384,337.29	24.93%
419-513 Engineer BENEFITS	207,607.09	65,684.70	274,962.00	209,277.30	23.89%
419-515 Engineer OVERTIME	14,469.00	1,364.65	20,000.00	18,635.35	6.82%
419-521 Engineer SUBSCRIPTION/MEMBERSHIP	11,548.47	0.00	16,829.00	16,829.00	0.00%
419-523 Engineer TRAVEL	1,865.94	0.00	4,000.00	4,000.00	0.00%
419-524 Engineer OFFICE SUPPLIES	3,221.03	113.43	2,500.00	2,386.57	4.54%
419-525 Engineer EQUIPMENT SUPPLIES/MAINT	3,804.24	1,590.81	500.00	(1,090.81)	318.16%
419-528 Engineer TELEPHONE	1,805.95	429.42	2,920.00	2,490.58	14.71%
419-530 Engineer FUEL	3,244.81	732.36	3,000.00	2,267.64	24.41%
419-531 Engineer PROFESSIONAL & TECHNICAL	63,372.17	5,670.44	30,000.00	24,329.56	18.90%
419-532 Engineer PLAN REVIEW SERVICES	0.00	4,503.50	12,500.00	7,996.50	36.03%
419-533 Engineer EDUCATION	1,681.98	1,362.64	5,000.00	3,637.36	27.25%
419-546 Engineer SPECIAL DEPT SUPPLIES	0.00	0.00	14,000.00	14,000.00	0.00%
419-569 Engineering VEHICLE LEASE PAYMENTS	16,691.76	0.00	0.00	0.00	0.00%
Total Engineering	750,156.90	209,087.66	898,184.00	689,096.34	23.28%
Communication & Outreach Division					
448-510 Communication SALARIES & WAGE	121,187.37	27,258.62	116,498.00	89,239.38	23.40%

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	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
448-513 Communication EMPLOYEE BENEFIT	55,079.30	15,336.92	52,566.00	37,229.08	29.18%
448-515 Communication OVERTIME	1,801.10	0.00	2,300.00	2,300.00	0.00%
448-521 Communication SUBSCRIPTION/MEMBERSHIP	861.47	119.99	1,000.00	880.01	12.00%
448-522 Communication ADVERTISING/SOC MEDIA	24,801.00	4,976.76	35,500.00	30,523.24	14.02%
448-523 Communication TRAVEL	0.00	0.00	500.00	500.00	0.00%
448-524 Communication OFFICE SUPPLIES	655.62	0.00	800.00	800.00	0.00%
448-528 Communication TELEPHONE	0.00	0.00	600.00	600.00	0.00%
448-533 Communication EDUCATION	100.00	0.00	1,000.00	1,000.00	0.00%
448-535 Communication OTHER	5.00	0.00	700.00	700.00	0.00%
448-546 Communication SPECIAL DEPT SUPPLIES	346.83	0.00	1,000.00	1,000.00	0.00%
Total Communication & Outreach Division	204,837.69	47,692.29	212,464.00	164,771.71	22.45%
Sustainability					
454-510 Sustainability SALARIES & WAGE	128,731.95	41,694.96	197,263.00	155,568.04	21.14%
454-513 Sustainability EMPLOYEE BENEFIT	47,771.21	16,541.27	100,259.00	83,717.73	16.50%
454-515 Sustainability OVERTIME	515.04	0.00	0.00	0.00	0.00%
454-521 Sustainability SUBSCRIPTIONS	4,110.00	0.00	4,150.00	4,150.00	0.00%
454-522 Sustainability PUBLIC NOTICES	0.00	0.00	0.00	0.00	0.00%
454-523 Sustainability TRAVEL/FOOD	2,049.71	1,419.13	8,000.00	6,580.87	17.74%
454-524 Sustainability OFFICE EXPENSE	902.20	346.03	4,000.00	3,653.97	8.65%
454-528 Sustainability TELEPHONE	514.41	122.25	600.00	477.75	20.38%
454-531 Sustainability PROF/TECH. SERVICE	8,619.19	0.00	50,000.00	50,000.00	0.00%
454-570 Sustainability PROJECTS	171,362.45	(112,696.95)	0.00	112,696.95	0.00%
Total Sustainability	364,576.16	(52,573.31)	364,272.00	416,845.31	-14.43%
Community contribution					
460-502 Community Contribution SEEKHAVEN	0.00	15,000.00	15,000.00	0.00	100.00%
460-503 Community Contribution MULTICULTURAL CE	0.00	0.00	20,000.00	20,000.00	0.00%
460-504 Community Contribution MOAB FREE HEALT	0.00	0.00	15,000.00	15,000.00	0.00%
460-505 Community Contribution MOAB INFORMATIO	20,000.00	0.00	10,000.00	10,000.00	0.00%
460-506 Community Contribution MOAB SOLUTIONS	0.00	10,000.00	10,000.00	0.00	100.00%
460-510 Community Contribution RAP DISTRIBUTION	83,000.00	0.00	0.00	0.00	0.00%
460-515 Community Contribution SOCIAL SERVICE	0.00	0.00	75,000.00	75,000.00	0.00%
460-575 Community Contribution SHELTER SERVICES	0.00	0.00	0.00	0.00	0.00%
460-584 Community Contribution GRAND COUNTY 7/4	0.00	9,000.00	0.00	(9,000.00)	0.00%
Total Community contribution	103,000.00	34,000.00	145,000.00	111,000.00	23.45%
Total Community Development Department	2,351,848.44	457,107.09	2,991,897.00	2,534,789.91	15.28%
Total General Government	5,841,234.29	1,608,603.91	7,027,876.00	5,419,272.09	22.89%
Public safety					
Police					
421-510 Police SALARIES	2,304,226.64	548,806.34	2,321,402.00	1,772,595.66	23.64%
421-513 Police BENEFITS	1,217,927.87	321,397.32	1,424,192.00	1,102,794.68	22.57%
421-514 Police UNIFORM ALLOWANCE	17,453.67	4,488.07	25,000.00	20,511.93	17.95%
421-515 Police OVERTIME	64,963.45	9,707.59	80,000.00	70,292.41	12.13%
421-516 Police UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00%
421-519 Police HOUSING ALLOWANCE	105,500.00	27,000.00	120,000.00	93,000.00	22.50%
421-521 Police SUBSCRIPTIONS	181,655.57	37,825.88	200,000.00	162,174.12	18.91%
421-523 Police TRAVEL/FOOD	16,480.46	6,112.82	30,000.00	23,887.18	20.38%
421-524 Police OFFICE SUPPLIES	9,832.76	905.29	8,000.00	7,094.71	11.32%
421-525 Police EQUIPMENT SUPPLIES/MAINT	97,224.67	10,000.73	38,000.00	27,999.27	26.32%
421-526 Police BLDG/GRDS-SUPPL. & MAIN	15.00	0.00	0.00	0.00	0.00%
421-528 Police TELEPHONE	12,437.44	7,082.65	23,600.00	16,517.35	30.01%
421-529 Police EQUIPMENT RENTAL	5,961.68	1,111.60	10,000.00	8,888.40	11.12%
421-530 Police FUEL	73,704.06	11,992.51	80,000.00	68,007.49	14.99%
421-531 Police PROFESSIONAL & TECHNICAL	65,356.26	3,173.99	164,000.00	160,826.01	1.94%
421-533 Police EDUCATION	12,268.97	1,175.00	10,000.00	8,825.00	11.75%
421-535 Police OTHER	3,725.96	3,041.43	10,000.00	6,958.57	30.41%
421-536 Police DISPATCH SERVICES	0.00	0.00	160,000.00	160,000.00	0.00%
421-546 Police SPECIAL DEPT SUPPLIES	17,616.89	822.98	20,000.00	19,177.02	4.11%
421-547 Police COMMUNITY OUTREACH	3,414.41	0.00	15,000.00	15,000.00	0.00%
421-548 Police VEST REPLACEMENT	408.88	0.00	5,000.00	5,000.00	0.00%
421-549 Police INITIAL UNIFORM GEAR	11,172.59	3,140.10	10,000.00	6,859.90	31.40%
421-569 Police VEHICLE LEASE PAYMENTS	103,934.10	0.00	0.00	0.00	0.00%
421-572 Police SPECIAL EVENTS	5,992.07	0.00	5,000.00	5,000.00	0.00%
421-574 Police MACHINERY & EQUIPMENT	28,266.32	1,211.44	25,000.00	23,788.56	4.85%

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421-575 Police JAG GRANT EXPENSES	1,670.52	0.00	1,671.00	1,671.00	0.00%
421-600 Police Lease liability principal	0.00	0.00	0.00	0.00	0.00%
421-601 Police Lease liability interest	0.00	0.00	0.00	0.00	0.00%
Total Police	4,361,210.24	998,995.74	4,785,865.00	3,786,869.26	20.87%
Victims advocate					
423-510 Victim Advocate SALARIES	157,748.49	34,320.04	151,511.00	117,190.96	22.65%
423-513 Victim Advocate BENEFITS	59,050.19	14,625.28	81,434.00	66,808.72	17.96%
423-515 Victim Advocate OVERTIME	10,938.04	3,233.35	12,000.00	8,766.65	26.94%
423-521 Victim Advocate SUBSCRIPTIONS/MEMBERS	1,327.00	1,500.00	1,500.00	0.00	100.00%
423-523 Victim Advocate TRAVEL	1,257.65	0.00	1,500.00	1,500.00	0.00%
423-524 Victim Advocate OFFICE SUPPLIES	963.16	0.00	1,000.00	1,000.00	0.00%
423-525 Victim Advocate EQUIPMENT SUPPLIES/MAIN	0.00	0.00	300.00	300.00	0.00%
423-530 Victim Advocate FUEL	678.23	23.09	1,000.00	976.91	2.31%
423-533 Victim Advocate EDUCATION	1,350.97	0.00	1,000.00	1,000.00	0.00%
423-535 Victim Advocate OTHER	1,217.36	22.34	1,000.00	977.66	2.23%
423-546 Victim Advocate SPECIAL DEPT SUPPLIES	599.99	13.50	1,500.00	1,486.50	0.90%
Total Victims advocate	235,131.08	53,737.60	253,745.00	200,007.40	21.18%
Beer tax					
425-574 Beer Tax EQUIPMENT	33,285.07	77.31	30,000.00	29,922.69	0.26%
Total Beer tax	33,285.07	77.31	30,000.00	29,922.69	0.26%
Code Enforcement					
426-510 Code Enforcement SALARIES	155,215.97	35,740.84	200,872.00	165,131.16	17.79%
426-513 Code Enforcement BENEFITS	98,629.35	26,510.94	112,571.00	86,060.06	23.55%
426-514 Code Enforcement UNIFORM ALLOWANCE	(64.78)	0.00	0.00	0.00	0.00%
426-515 Code Enforcement OVERTIME	1,047.32	0.00	10,000.00	10,000.00	0.00%
426-516 Code Enforcement UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00%
426-521 Code Enforcement SUBSCRIPTION/MEMBER	0.00	209.41	500.00	290.59	41.88%
426-523 Code Enforcement TRAVEL/FOOD	222.00	84.00	2,000.00	1,916.00	4.20%
426-524 Code Enforcement OFFICE SUPPLIES	544.55	568.61	0.00	(568.61)	0.00%
426-525 Code Enforcement EQUIPMENT SUPPLIES/M	1,785.58	49.46	2,000.00	1,950.54	2.47%
426-527 Code Enforcement UTILITIES	1,274.28	489.23	0.00	(489.23)	0.00%
426-528 Code Enforcement TELEPHONE	0.00	0.00	0.00	0.00	0.00%
426-530 Code Enforcement FUEL	7,954.01	1,337.63	8,000.00	6,662.37	16.72%
426-531 Code Enforcement PROFESSIONAL & TECHN	2,066.30	0.00	0.00	0.00	0.00%
426-533 Code Enforcement EDUCATION	310.00	35.00	1,000.00	965.00	3.50%
426-535 Code Enforcement OTHER	2,985.63	250.59	5,000.00	4,749.41	5.01%
426-546 Code Enforcement SPECIAL DEPT SUPPLIES	263.90	49.78	500.00	450.22	9.96%
Total Code Enforcement	272,234.11	65,325.49	342,443.00	277,117.51	19.08%
Animal shelter					
427-510 Animal Shelter SALARIES	122,812.00	34,016.79	137,243.00	103,226.21	24.79%
427-513 Animal Shelter BENEFITS	36,673.01	9,572.62	45,657.00	36,084.38	20.97%
427-515 Animal Shelter OVERTIME	0.00	278.60	1,000.00	721.40	27.86%
427-524 Animal Shelter OFFICE EXPENSE &	0.00	0.00	1,000.00	1,000.00	0.00%
427-526 Animal Shelter BLDG/GRDS-SUPPLIES	255.56	7.49	2,000.00	1,992.51	0.37%
427-527 Animal Shelter UTILITIES	9,780.88	1,284.61	12,000.00	10,715.39	10.71%
427-528 Animal Shelter TELEPHONE	579.22	459.58	1,000.00	540.42	45.96%
427-531 Animal Shelter PROFESSIONAL & TECHNICAL	1,706.36	670.56	2,000.00	1,329.44	33.53%
427-546 Animal Shelter SPECIAL DEPT SUPPLIES	3,689.06	211.91	5,000.00	4,788.09	4.24%
Total Animal shelter	175,496.09	46,502.16	206,900.00	160,397.84	22.48%
Total Public safety	5,077,356.59	1,164,638.30	5,618,953.00	4,454,314.70	20.73%
Public Works Department					
Streets					
440-510 Streets SALARIES	345,087.10	66,704.41	428,521.00	361,816.59	15.57%
440-513 Streets BENEFITS	190,832.66	36,244.59	266,037.00	229,792.41	13.62%
440-515 Streets OVERTIME	26,175.60	2,394.96	35,000.00	32,605.04	6.84%
440-521 Streets SUBSCRIPTION/MEMBERSHIP	0.00	0.00	400.00	400.00	0.00%
440-523 Streets TRAVEL	2,845.22	0.00	7,000.00	7,000.00	0.00%
440-524 Streets OFFICE SUPPLIES	317.53	64.23	500.00	435.77	12.85%
440-525 Streets EQUIPMENT SUPPLIES/MAINT	86.94	100.42	2,500.00	2,399.58	4.02%
440-526 Streets BLDG/GRDS SUPPLIES/MAINT	2,268.22	0.00	4,000.00	4,000.00	0.00%
440-527 Streets UTILITIES	26,174.25	4,427.48	20,000.00	15,572.52	22.14%
440-528 Streets TELEPHONE	2,939.70	473.58	3,900.00	3,426.42	12.14%
440-529 Streets EQUIPMENT RENTAL	0.00	0.00	8,000.00	8,000.00	0.00%

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440-531 Streets PROFESSIONAL & TECHNICAL	18,602.29	2,592.50	10,750.00	8,157.50	24.12%
440-533 Streets EDUCATION	5,346.75	0.00	10,000.00	10,000.00	0.00%
440-535 Streets OTHER	70.46	100,000.00	500.00	(99,500.00)	20,000.00%
440-542 Streets STREET LIGHTS	88,742.67	13,904.77	80,000.00	66,095.23	17.38%
440-546 Streets SPECIAL DEPT SUPPLIES	5,869.17	27,241.86	50,000.00	22,758.14	54.48%
Total Streets	715,358.56	254,148.80	927,108.00	672,959.20	27.41%
Safety					
441-531 Safety PROFESSIONAL & TECHNICAL	3,337.45	340.00	10,000.00	9,660.00	3.40%
441-533 Safety EDUCATION	2,375.00	0.00	9,500.00	9,500.00	0.00%
441-534 Safety UNIFORMS	0.00	23,679.65	40,000.00	16,320.35	59.20%
441-535 Safety OTHER	45,487.66	4,767.60	35,000.00	30,232.40	13.62%
441-546 Safety SPECIAL DEPT SUPPLIES	8,986.98	1,263.85	10,000.00	8,736.15	12.64%
Total Safety	60,187.09	30,051.10	104,500.00	74,448.90	28.76%
Sanitation					
442-531 Sanitation PROFESSIONAL & TECHNICAL GA	260,390.03	0.00	0.00	0.00	0.00%
442-532 Sanitation PROFESSIONAL & TECHNICAL RE	18,193.77	0.00	0.00	0.00	0.00%
Total Sanitation	278,583.80	0.00	0.00	0.00	0.00%
Facilities					
443-510 Facilities SALARIES	596,049.84	157,196.26	668,512.00	511,315.74	23.51%
443-513 Facilities BENEFITS	351,918.59	96,712.13	406,430.00	309,717.87	23.80%
443-515 Facilities OVERTIME	7,342.01	181.77	23,000.00	22,818.23	0.79%
443-521 Facilities SUBSCRIPTION/MEMBERSHIP	0.00	0.00	300.00	300.00	0.00%
443-523 Facilities TRAVEL	2,080.48	756.96	3,500.00	2,743.04	21.63%
443-524 Facilities OFFICE SUPPLIES	574.72	55.73	800.00	744.27	6.97%
443-525 Facilities EQUIPMENT SUPPLIES/MAINT	926.19	278.99	6,000.00	5,721.01	4.65%
443-526 Facilities BLDG/GRDS SUPPLIES/MAINT	195,222.54	166,473.63	465,000.00	298,526.37	35.80%
443-527 Facilities UTILITIES	10,094.99	1,840.41	11,000.00	9,159.59	16.73%
443-528 Facilities TELEPHONE	4,544.37	1,056.46	4,500.00	3,443.54	23.48%
443-529 Facilities EQUIPMENT RENTAL	200.00	0.00	800.00	800.00	0.00%
443-530 Facilities FUEL	7,695.52	1,232.81	9,000.00	7,767.19	13.70%
443-531 Facilities PROFESSIONAL & TECHNICAL	81,812.87	29,591.83	80,000.00	50,408.17	36.99%
443-533 Facilities EDUCATION	2,665.00	920.00	25,000.00	24,080.00	3.68%
443-535 Facilities OTHER	100.00	0.00	0.00	0.00	0.00%
443-536 Facilities - CITY CENTER	4,722.54	0.00	0.00	0.00	0.00%
443-537 Facilities - MARC	0.00	0.00	0.00	0.00	0.00%
443-538 Facilities - CENTER STREET GYM	0.00	0.00	0.00	0.00	0.00%
443-546 Facilities SPECIAL DEPARTMENTAL	6,566.37	2,620.85	10,000.00	7,379.15	26.21%
Total Facilities	1,272,516.03	458,917.83	1,713,842.00	1,254,924.17	26.78%
Vehicle maintenance					
444-510 Fleet SALARIES	182,589.36	45,531.05	186,933.00	141,401.95	24.36%
444-513 Fleet BENEFITS	106,859.89	29,385.23	115,721.00	86,335.77	25.39%
444-515 Fleet OVERTIME	1,375.73	0.00	1,500.00	1,500.00	0.00%
444-521 Fleet SUBSCRIPTION/MEMBERSHIP	0.00	0.00	0.00	0.00	0.00%
444-523 Fleet TRAVEL	0.00	0.00	1,000.00	1,000.00	0.00%
444-525 Fleet EQUIPMENT SUPPLIES/MAINT	16,670.82	5,110.98	25,000.00	19,889.02	20.44%
444-526 Fleet BLDG/GRDS SUPPLIES/MAINT	14,662.09	1,130.86	17,800.00	16,669.14	6.35%
444-528 Fleet TELEPHONE	1,159.15	255.29	1,620.00	1,364.71	15.76%
444-529 Fleet EQUIPMENT RENTAL	0.00	0.00	500.00	500.00	0.00%
444-530 Fleet FUEL	1,982.70	527.37	3,000.00	2,472.63	17.58%
444-531 Fleet PROFESSIONAL & TECHNICAL	4,200.00	1,635.00	15,875.00	14,240.00	10.30%
444-533 Fleet EDUCATION	150.00	0.00	3,100.00	3,100.00	0.00%
444-535 Fleet OTHER	61.48	0.00	1,000.00	1,000.00	0.00%
444-546 Fleet SPECIAL DEPT SUPPLIES	13,230.74	3,382.63	23,200.00	19,817.37	14.58%
444-551 Fleet EQUIPMENT MAINT GENERAL	20,065.84	3,842.79	26,500.00	22,657.21	14.50%
444-552 Fleet EQUIPMENT MAINT STREETS	12,904.99	6,946.12	15,000.00	8,053.88	46.31%
444-553 Fleet EQUIPMENT MAINT FACILITIES	1,561.01	4.29	5,000.00	4,995.71	0.09%
Total Vehicle maintenance	377,473.80	97,751.61	442,749.00	344,997.39	22.08%
PW Administration					
445-510 PW Admin SALARIES	276,938.89	67,542.56	270,103.00	202,560.44	25.01%
445-513 PW Admin BENEFITS	129,135.60	33,058.43	118,292.00	85,233.57	27.95%
445-521 PW Admin SUBSCRIPTION/MEMBERSHIP	0.00	265.00	500.00	235.00	53.00%
445-523 PW Admin TRAVEL	1,546.09	2,959.22	10,000.00	7,040.78	29.59%
445-524 PW Admin OFFICE SUPPLIES	3,295.34	542.37	4,080.00	3,537.63	13.29%

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445-526 PW Admin BLDG/GRDS SUPPLIES/MAINT	540.42	0.00	6,500.00	6,500.00	0.00%
445-527 PW Admin UTILITIES	7,668.64	611.86	10,000.00	9,388.14	6.12%
445-528 PW Admin TELEPHONE	2,266.16	1,007.83	2,250.00	1,242.17	44.79%
445-529 PW Admin EQUIPMENT RENTAL	3,080.00	600.00	3,280.00	2,680.00	18.29%
445-530 PW Admin FUEL	1,434.32	213.81	2,000.00	1,786.19	10.69%
445-533 PW Admin EDUCATION	225.25	984.00	1,500.00	516.00	65.60%
445-535 PW Admin OTHER	1,791.43	0.00	1,700.00	1,700.00	0.00%
445-546 PW Admin SPECIAL DEPT SUPPLIES	1,429.60	166.04	1,500.00	1,333.96	11.07%
Total PW Administration	429,351.74	107,951.12	431,705.00	323,753.88	25.01%
Total Public Works Department	3,133,471.02	948,820.46	3,619,904.00	2,671,083.54	26.21%
Parks and public property					
Parks O&M					
450-523 Parks Admin TRAVEL	0.00	0.00	0.00	0.00	0.00%
450-524 Parks Admin OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00%
451-510 Parks SALARIES	0.00	106,516.50	549,741.00	443,224.50	19.38%
451-513 Parks BENEFITS	0.00	0.00	321,098.00	321,098.00	0.00%
451-515 Parks OVERTIME	0.00	2,040.48	20,000.00	17,959.52	10.20%
451-521 Parks SUBSCRIPTION/MEMBERSHIP	0.00	0.00	1,200.00	1,200.00	0.00%
451-523 Parks TRAVEL	0.00	1,264.92	23,000.00	21,735.08	5.50%
451-524 Parks OFFICE SUPPLIES	0.00	16.77	250.00	233.23	6.71%
451-525 Parks EQUIPMENT SUPPLIES/MAINT	0.00	502.10	7,500.00	6,997.90	6.69%
451-526 Parks BLDG/GRDS SUPPLIES/MAINT	0.00	10,050.21	70,000.00	59,949.79	14.36%
451-527 Parks UTILITIES	0.00	3,812.22	90,000.00	86,187.78	4.24%
451-528 Parks TELEPHONE	0.00	340.54	5,000.00	4,659.46	6.81%
451-529 Parks EQUIPMENT RENTALS	0.00	189.70	5,000.00	4,810.30	3.79%
451-530 Parks FUEL	0.00	2,073.77	31,000.00	28,926.23	6.69%
451-531 Parks PROFESSIONAL & TECHNICAL	0.00	10,781.79	30,000.00	19,218.21	35.94%
451-533 Parks EDUCATION	0.00	1,900.00	500.00	(1,400.00)	380.00%
451-535 Parks OTHER	0.00	0.00	15,000.00	15,000.00	0.00%
451-546 Parks SPECIAL DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00%
451-571 Park GARBAGE & RECYCLING	0.00	0.00	15,000.00	15,000.00	0.00%
Total Parks O&M	0.00	139,489.00	1,184,289.00	1,044,800.00	11.78%
Total Parks and public property	0.00	139,489.00	1,184,289.00	1,044,800.00	11.78%
Transfers out					
480-831 TRANSFER TO DEBT SERVICE FUND	395,339.00	0.00	0.00	0.00	0.00%
480-861 TRANSFER TO CAPITAL PROJ. FUND	3,250,000.00	0.00	3,351,250.00	3,351,250.00	0.00%
480-870 TRANSFER TO AFFORD HOUSING FUN	660,000.00	0.00	0.00	0.00	0.00%
480-871 TRANSFER TO TRAILS FUND	35,000.00	0.00	36,750.00	36,750.00	0.00%
480-872 TRANSFER TO VEHICLE FUND	0.00	0.00	25,000.00	25,000.00	0.00%
480-873 TRANSFER TO RAP TAX FUND	1,200,000.00	0.00	0.00	0.00	0.00%
480-886 TRANSFER - RECREATION FUND	2,100,672.00	0.00	1,354,419.00	1,354,419.00	0.00%
480-895 TRANSFER TO TRANSIT AND PARKIN	270,000.00	0.00	20,000.00	20,000.00	0.00%
Total Transfers out	7,911,011.00	0.00	4,787,419.00	4,787,419.00	0.00%
Total Expenditures:	21,963,072.90	3,861,551.67	22,238,441.00	18,376,889.33	17.36%
Total Change In Net Position	(1,593,431.96)	266,645.57	(462,134.00)	(728,779.57)	-57.70%

MOAB CITY CORPORATION
Standard Financial Report
21 Roads Fund - 07/01/2025 to 09/30/2025
25.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Change In Net Position					
Revenue:					
Intergovernmental revenue					
335-360 Class C ROAD FUND	383,527.65	116,890.07	450,000.00	333,109.93	25.98%
335-370 Class C TRANSPORTATION TAX	280,992.04	80,038.74	300,000.00	219,961.26	26.68%
Total Intergovernmental revenue	664,519.69	196,928.81	750,000.00	553,071.19	26.26%
Total Revenue:	664,519.69	196,928.81	750,000.00	553,071.19	26.26%
Expenditures:					
Public Works Department					
Streets					
400-525 Class C EQUIP SUPPLIES & MAINT	576.26	20.59	0.00	(20.59)	0.00%
400-526 Class C BLDG/GRDS SUPPLIES & M	196.95	932.64	38,000.00	37,067.36	2.45%
400-530 Class C FUEL	23,512.42	2,587.15	33,284.00	30,696.85	7.77%
400-541 Class C SPECIAL DEPARTMENTAL SUPPLIES	40,239.20	26,745.95	35,000.00	8,254.05	76.42%
400-546 Class C SPECIAL DEPARTMENTAL	682.72	55.28	0.00	(55.28)	0.00%
400-558 Class C ROADBASE - PATCHING	9,078.23	1,328.73	12,500.00	11,171.27	10.63%
400-570 Class C ASPHALT	5,415.00	0.00	31,500.00	31,500.00	0.00%
400-571 Class C OVERLAY	819,500.85	0.00	0.00	0.00	0.00%
400-572 Class C CRACK SEALING	4,150.00	0.00	6,000.00	6,000.00	0.00%
400-573 Class C SPECIAL PROJECTS	58,425.74	0.00	0.00	0.00	0.00%
400-574 Class C MACHINERY & EQUIPMENT	0.00	0.00	183,716.00	183,716.00	0.00%
400-576 Class C Sidewalk/Ped Ramp Rep	0.00	0.00	0.00	0.00	0.00%
400-577 Class C SPECIAL PROJECTS	0.00	14,679.50	0.00	(14,679.50)	0.00%
Total Streets	961,777.37	46,349.84	340,000.00	293,650.16	13.63%
Total Public Works Department	961,777.37	46,349.84	340,000.00	293,650.16	13.63%
Transfers out					
400-581 Transfer to Debt Service Fund	154,475.00	0.00	160,000.00	160,000.00	0.00%
400-582 Transfer to Capital Projects Fund	250,000.00	0.00	250,000.00	250,000.00	0.00%
Total Transfers out	404,475.00	0.00	410,000.00	410,000.00	0.00%
Total Expenditures:	1,366,252.37	46,349.84	750,000.00	703,650.16	6.18%
Total Change In Net Position	(701,732.68)	150,578.97	0.00	(150,578.97)	0.00%

MOAB CITY CORPORATION
Standard Financial Report
22 RAP Tax - 07/01/2025 to 09/30/2025
25.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Change In Net Position					
Revenue:					
Taxes					
310-350 RAP TAX	0.00	122,795.25	425,000.00	302,204.75	28.89%
310-360 TRANSFER FROM GF	1,200,000.00	0.00	0.00	0.00	0.00%
310-370 TRANSFER FROM EFB	0.00	0.00	65,000.00	65,000.00	0.00%
Total Taxes	1,200,000.00	122,795.25	490,000.00	367,204.75	25.06%
Total Revenue:	1,200,000.00	122,795.25	490,000.00	367,204.75	25.06%
Expenditures:					
General Government					
Community Development Department					
Community contribution					
460-520 COMMUNITY CONTRIBUTIONS RAP TAX DI	0.00	0.00	90,000.00	90,000.00	0.00%
Total Community contribution	0.00	0.00	90,000.00	90,000.00	0.00%
Total Community Development Department	0.00	0.00	90,000.00	90,000.00	0.00%
Total General Government	0.00	0.00	90,000.00	90,000.00	0.00%
Transfers out					
460-530 TRANSFER TO CIP	0.00	0.00	400,000.00	400,000.00	0.00%
Total Transfers out	0.00	0.00	400,000.00	400,000.00	0.00%
Total Expenditures:	0.00	0.00	490,000.00	490,000.00	0.00%
Total Change In Net Position	1,200,000.00	122,795.25	0.00	(122,795.25)	0.00%

REVIEW ONLY

MOAB CITY CORPORATION
Standard Financial Report
23 Parks & Recreation Fund - 07/01/2025 to 09/30/2025
25.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Change In Net Position					
Revenue:					
Intergovernmental revenue					
335-361 GRAND COUNTY - RSSD	100,000.00	0.00	75,000.00	75,000.00	0.00%
335-363 SCHOOL DISTRICT	0.00	0.00	15,000.00	15,000.00	0.00%
Total Intergovernmental revenue	100,000.00	0.00	90,000.00	90,000.00	0.00%
Recreation					
345-301 Recreation Consolidated	0.00	0.00	50,000.00	50,000.00	0.00%
345-318 CASH OVER/SHORT	0.00	0.00	0.00	0.00	0.00%
345-336 SUMMER CAMP	0.00	0.00	0.00	0.00	0.00%
345-346 VOLLEYBALL - YOUTH SPRING	4,200.00	0.00	0.00	0.00	0.00%
345-355 BEVERAGE SALES - MOVIE NIGHT	177.74	0.00	0.00	0.00	0.00%
345-363 ADULT COED SOFTBALL	600.00	0.00	0.00	0.00	0.00%
345-366 YOUTH/BASEBALL/SOFTBALL	16,195.00	0.00	0.00	0.00	0.00%
345-368 YOUTH FOOTBALL	1,387.00	3,060.00	0.00	(3,060.00)	0.00%
345-369 SPRING YOUTH SOCCER	7,344.50	0.00	0.00	0.00	0.00%
345-370 FALL YOUTH SOCCER	5,675.00	5,657.50	0.00	(5,657.50)	0.00%
345-372 FOOT RACES	3,495.98	0.00	0.00	0.00	0.00%
345-374 INDOOR SOCCER - YOUTH	512.00	0.00	0.00	0.00	0.00%
345-376 JR JAZZ BASKETBALL	5,630.00	0.00	0.00	0.00	0.00%
345-377 FLAG FOOTBALL	1,395.00	2,112.50	0.00	(2,112.50)	0.00%
345-380 YOUTH VOLLEYBALL	3,000.00	2,625.00	0.00	(2,625.00)	0.00%
345-383 RECREATION SPONSORSHIPS	5,300.00	0.00	5,000.00	5,000.00	0.00%
Total Recreation	54,912.22	13,455.00	55,000.00	41,545.00	24.46%
MRAC recreation					
347-310 MRAC -PREPAID SERVICES	788.50	26.50	0.00	(26.50)	0.00%
347-311 MRAC - FITNESS ADMISSIONS	24,901.77	5,891.12	20,000.00	14,108.88	29.46%
347-312 MRAC - FITNESS MEMBERSHIPS	50,616.58	12,762.70	45,000.00	32,237.30	28.36%
347-314 MRAC - SILVER SNEAKERS MEMBERS	11,452.35	3,889.00	10,000.00	6,111.00	38.89%
347-315 MRAC - SWIM TEAM	0.00	0.00	2,000.00	2,000.00	0.00%
347-317 MRAC - SHOWERS	36,646.51	5,143.96	60,000.00	54,856.04	8.57%
347-318 MRAC - CASH OVER/SHORT	35.80	(19.00)	0.00	19.00	0.00%
347-320 MRAC - ADMISSIONS/AQUATIC	101,402.75	31,407.13	95,000.00	63,592.87	33.06%
347-321 MRAC - ADMISSIONS/AQUAT & FITN	1,976.76	611.27	2,000.00	1,388.73	30.56%
347-322 MRAC - RETAIL	4,922.52	1,294.45	6,000.00	4,705.55	21.57%
347-323 MRAC - PROGRAM FEES/ AQUATIC	16,443.95	573.63	10,000.00	9,426.37	5.74%
347-324 MRAC - PROGRAM FEES/FITNESS	11,221.49	2,901.76	10,000.00	7,098.24	29.02%
347-326 MRAC - MEMBERSHIPS/AQUATIC	22,285.80	5,804.34	27,500.00	21,695.66	21.11%
347-327 MRAC - MEMBERSHIPS/AQUAT & FIT	75,699.87	18,060.30	75,000.00	56,939.70	24.08%
347-328 MRAC - RENTAL FEES	(157.70)	(47.70)	1,000.00	1,047.70	-4.77%
347-329 MRAC - SPECIAL EVENT FEES	3.00	0.00	0.00	0.00	0.00%
347-330 MRAC - CONCESSIONS	5,429.26	1,886.42	6,500.00	4,613.58	29.02%
347-331 MRAC PRIVATE SWIM LESSONS	7,088.50	1,862.50	4,500.00	2,637.50	41.39%
347-332 MRAC - REDUCED ADMISSION FEE	738.50	325.00	1,000.00	675.00	32.50%
Total MRAC recreation	371,496.21	92,373.38	375,500.00	283,126.62	24.60%
MARC					
348-300 MARC Coworking Space	5,784.01	449.34	3,000.00	2,550.66	14.98%
348-310 PROGRAM FEES	5,240.97	282.00	16,000.00	15,718.00	1.76%
348-330 GRANTS AND DONATIONS	22,500.00	0.00	32,000.00	32,000.00	0.00%
348-340 RENTAL FEES	41,333.75	6,508.40	50,000.00	43,491.60	13.02%
348-350 SPECIAL EVENTS FEES	18,193.54	7,813.50	6,000.00	(1,813.50)	130.23%
348-351 SPECIAL EVENTS FEES - RED ROCK	2,389.29	3,786.71	3,700.00	(86.71)	102.34%
348-360 MARC - Art Retail	9,332.94	154.06	2,000.00	1,845.94	7.70%
Total MARC	104,774.50	18,994.01	112,700.00	93,705.99	16.85%
Miscellaneous revenue					
365-300 CENTER STREET GYM RENTALS	100.27	0.00	2,000.00	2,000.00	0.00%
365-301 BALL FIELD RENTALS	(19.91)	0.00	0.00	0.00	0.00%
365-302 SUN COURT RENTALS	0.00	0.00	250.00	250.00	0.00%
365-303 FACILITY RENTAL DEPOSITS	(310.00)	0.00	0.00	0.00	0.00%
365-350 PETTY CASH	76.64	0.00	0.00	0.00	0.00%
365-360 OTHER INCOME	21,310.00	0.00	0.00	0.00	0.00%
Total Miscellaneous revenue	21,157.00	0.00	2,250.00	2,250.00	0.00%
Transfers in					

MOAB CITY CORPORATION
Standard Financial Report
23 Parks & Recreation Fund - 07/01/2025 to 09/30/2025
25.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
335-362 CITY OF MOAB - TRANSFER FROM GENERAL	2,100,672.00	0.00	1,354,419.00	1,354,419.00	0.00%
395-350 RECREATION FUND BEG. BALANCE	0.00	0.00	150,000.00	150,000.00	0.00%
395-390 TRANSFER FROM RAP TAX	0.00	0.00	90,000.00	90,000.00	0.00%
Total Transfers in	2,100,672.00	0.00	1,594,419.00	1,594,419.00	0.00%
Total Revenue:	2,753,011.93	124,822.39	2,229,869.00	2,105,046.61	5.60%
Expenditures:					
Parks & Recreation					
MRAC expenses					
452-508 MRAC MAINTENANCE SALARIES	19,335.40	0.00	0.00	0.00	0.00%
452-509 MRAC LIFEGUARD SALARIES	257,315.01	0.00	0.00	0.00	0.00%
452-510 MRAC SALARIES	336,729.40	189,744.97	697,110.00	507,365.03	27.22%
452-511 MRAC AQUATIC PROGRAM SALARIES	32,233.65	0.00	0.00	0.00	0.00%
452-512 MRAC FITNESS PROGRAM SALARIES	16,103.77	0.00	0.00	0.00	0.00%
452-513 MRAC BENEFITS	115,394.90	41,198.83	149,718.00	108,519.17	27.52%
452-515 MRAC OVERTIME	5,765.17	5,517.90	5,000.00	(517.90)	110.36%
452-516 MRAC UNEMPLOYMENT	675.04	0.00	0.00	0.00	0.00%
452-521 MRAC SUBSCRIPTIONS	5,614.55	1,150.31	4,500.00	3,349.69	25.56%
452-522 MRAC ADVERTISING	3,011.50	0.00	2,750.00	2,750.00	0.00%
452-523 MRAC TRAVEL	2,345.46	0.00	2,500.00	2,500.00	0.00%
452-524 MRAC OFFICE SUPPLIES	4,315.25	80.61	4,500.00	4,419.39	1.79%
452-525 MRAC EQUIPMENT SUPPLIES/MAINT	34,950.48	5,754.89	10,000.00	4,245.11	57.55%
452-526 MRAC BLDG/GRDS SUPPLIES/MAINT	67,846.13	13,561.75	15,000.00	1,438.25	90.41%
452-527 MRAC UTILITIES	124,815.96	21,392.01	145,000.00	123,607.99	14.75%
452-528 MRAC TELEPHONE	7,635.28	2,422.27	8,000.00	5,577.73	30.28%
452-531 MRAC PROFESSIONAL & TECHNICAL	38,200.35	0.00	15,000.00	15,000.00	0.00%
452-533 MRAC EDUCATION	5,252.99	24.50	4,000.00	3,975.50	0.61%
452-534 MRAC INSTRUCTIONAL SUPPLIES	0.00	0.00	0.00	0.00	0.00%
452-535 MRAC OTHER	1,237.48	0.00	1,500.00	1,500.00	0.00%
452-546 MRAC SPECIAL DEPARTMENTAL	32,604.36	1,731.40	28,000.00	26,268.60	6.18%
452-547 MRAC CONCESSIONS	1,016.57	434.54	1,000.00	565.46	43.45%
452-561 MRAC SUNDRY EXPENSES	992.21	0.00	1,400.00	1,400.00	0.00%
452-571 MRAC FITNESS PROGRAMS	59.98	0.00	0.00	0.00	0.00%
452-573 MRAC AQUATIC PROGRAMS	478.60	0.00	1,000.00	1,000.00	0.00%
452-574 MRAC - MACHINERY & EQUIPMENT	70,144.90	0.00	48,000.00	48,000.00	0.00%
452-575 MRAC SPECIAL EVENTS	267.45	0.00	0.00	0.00	0.00%
Total MRAC expenses	1,184,341.84	283,013.98	1,143,978.00	860,964.02	24.74%
Recreation Admin					
640-510 Recreation SALARIES	329,001.02	70,165.67	321,215.00	251,049.33	21.84%
640-513 Recreation BENEFITS	161,371.61	35,854.14	134,929.00	99,074.86	26.57%
640-515 Recreation OVERTIME	9,810.82	722.21	11,000.00	10,277.79	6.57%
640-516 Recreation UNEMPLOYMENT	430.53	0.00	0.00	0.00	0.00%
640-521 Recreation SUBSCRIPTIONS	8,548.82	1,320.36	5,000.00	3,679.64	26.41%
640-522 Recreation ADVERTISING	3,627.83	642.00	5,000.00	4,358.00	12.84%
640-523 Recreation TRAVEL	2,122.08	0.00	1,500.00	1,500.00	0.00%
640-524 Recreation OFFICE SUPPLIES	1,553.58	658.84	1,200.00	541.16	54.90%
640-525 Recreation - EQUIP SUPPLIES/MAINT	2,707.53	981.29	54,800.00	53,818.71	1.79%
640-527 Recreation - UTILITIES	0.00	15.00	0.00	(15.00)	0.00%
640-528 Recreation TELEPHONE	1,393.74	328.38	1,750.00	1,421.62	18.76%
640-530 Recreation FUEL	477.35	15.54	500.00	484.46	3.11%
640-531 Recreation PROFESSIONAL & TECHNICAL	974.73	3,050.00	10,000.00	6,950.00	30.50%
640-533 Recreation EDUCATION	1,395.00	0.00	1,500.00	1,500.00	0.00%
640-535 Recreation OTHER	802.14	0.00	200.00	200.00	0.00%
640-537 Recreation EDUCATION	73.63	0.00	0.00	0.00	0.00%
640-546 Recreation SPECIAL DEPARTMENTAL	817.11	0.00	8,700.00	8,700.00	0.00%
640-592 Recreation EASTER EGG HUNT	1,219.42	0.00	1,500.00	1,500.00	0.00%
640-593 Recreation TURKEY TROT	1,609.71	0.00	2,000.00	2,000.00	0.00%
Total Recreation Admin	527,936.65	113,753.43	560,794.00	447,040.57	20.28%
Soccer					
642-501 Soccer YOUTH SOCCER	4,400.71	19.99	0.00	(19.99)	0.00%
642-502 Soccer FALL SOCCER	2,457.92	4,221.88	0.00	(4,221.88)	0.00%
642-509 Soccer INDOOR - YOUTH SOCCER	1,105.24	0.00	0.00	0.00	0.00%
642-513 Soccer SOCCER REFEREE - WAGES	0.00	0.00	0.00	0.00	0.00%
Total Soccer	7,963.87	4,241.87	0.00	(4,241.87)	0.00%
Summer camp					

MOAB CITY CORPORATION
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25.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
643-510 Summer Camp WAGES	0.00	0.00	0.00	0.00	0.00%
643-513 Summer Camp BENEFITS	0.00	0.00	0.00	0.00	0.00%
643-573 Summer Camp SUPPLIES	1,300.88	0.00	0.00	0.00	0.00%
Total Summer camp	1,300.88	0.00	0.00	0.00	0.00%
Softball					
644-527 Sports COED SOFTBALL	2,623.76	290.93	0.00	(290.93)	0.00%
Total Softball	2,623.76	290.93	0.00	(290.93)	0.00%
Volleyball					
646-502 Sports VOLLEYBALL	0.00	178.15	0.00	(178.15)	0.00%
Total Volleyball	0.00	178.15	0.00	(178.15)	0.00%
Special events					
647-501 Special Events FREE MOVIE NIGH	4,525.73	700.89	0.00	(700.89)	0.00%
648-502 Special Events MOVIE SUPPLIES	1,380.00	0.00	0.00	0.00	0.00%
Total Special events	5,905.73	700.89	0.00	(700.89)	0.00%
Basketball					
648-503 Sports ADULT BASKETBALL	0.00	0.00	0.00	0.00	0.00%
648-504 Sports JR JAZZ BASKETBALL	4,833.94	0.00	0.00	0.00	0.00%
648-505 Sports JR. JAZZ REFEREE SERVICES	2,756.13	0.00	0.00	0.00	0.00%
648-513 Sports BASKETBALL BENEFITS	214.71	0.00	0.00	0.00	0.00%
Total Basketball	7,804.78	0.00	0.00	0.00	0.00%
Youth volleyball					
649-501 Sports YOUTH VOLLEYBALL	1,084.02	334.20	0.00	(334.20)	0.00%
649-504 Sports YOUTH SPRING VOLLEYBALL - WAGE	2,078.19	0.00	0.00	0.00	0.00%
649-505 Sports YOUTH SPRING VOLLEYBALL	479.28	0.00	0.00	0.00	0.00%
Total Youth volleyball	3,641.49	334.20	0.00	(334.20)	0.00%
Youth baseball/softball					
651-511 Sports Youth BB/SB WAGES- MAINTENANCE	2,741.66	0.00	0.00	0.00	0.00%
651-512 Sports Youth BB/SB WAGES- UMP&SCORE	3,488.12	0.00	0.00	0.00	0.00%
651-513 Sports Youth BB/SB BENEFITS	373.61	0.00	0.00	0.00	0.00%
651-525 Sports Youth BB/SB EQUIPMENT-SUPPLIES	1,691.22	0.00	0.00	0.00	0.00%
651-526 Sports Youth BB/SB BASEBALL FIELD MAI	1,119.78	56.97	0.00	(56.97)	0.00%
651-573 Sports FIELD MAINTENANCE EQUIPMENT	1,378.48	9,296.37	0.00	(9,296.37)	0.00%
651-574 Sports YOUTH BASEBALL/SOFTBALL	13,335.33	0.00	0.00	0.00	0.00%
651-580 Sports PICKLEBALL	235.93	0.00	0.00	0.00	0.00%
Total Youth baseball/softball	24,364.13	9,353.34	0.00	(9,353.34)	0.00%
Football					
652-575 Sports YOUTH FOOTBALL	5,562.07	1,118.81	0.00	(1,118.81)	0.00%
652-580 Sports FLAG FOOTBALL	0.00	1,710.00	0.00	(1,710.00)	0.00%
Total Football	5,562.07	2,828.81	0.00	(2,828.81)	0.00%
MARC expenses					
800-510 MARC SALARIES	190,326.02	48,625.64	220,320.00	171,694.36	22.07%
800-513 MARC BENEFITS	104,021.31	28,335.01	109,890.00	81,554.99	25.78%
800-514 MARC INSTRUCTOR SALARIES	9,698.94	0.00	0.00	0.00	0.00%
800-515 MARC OVERTIME	6,065.96	126.22	5,000.00	4,873.78	2.52%
800-516 MARC UNEMPLOYMENT	55.45	0.00	0.00	0.00	0.00%
800-521 MARC SUBSCRIPTIONS	1,251.63	46.92	2,230.00	2,183.08	2.10%
800-522 MARC ADVERTISING	6,912.00	3,173.00	10,165.00	6,992.00	31.21%
800-523 MARC TRAVEL	0.00	428.78	1,000.00	571.22	42.88%
800-524 MARC OFFICE SUPPLIES	789.45	448.04	4,600.00	4,151.96	9.74%
800-525 MARC EQUIPMENT SUPPLIES/MAINT	533.78	416.26	2,000.00	1,583.74	20.81%
800-526 MARC BLDG GROUNDS SUPPLIES/MAINT	1,060.86	20.85	4,500.00	4,479.15	0.46%
800-527 MARC UTILITIES	7,776.49	2,211.29	8,000.00	5,788.71	27.64%
800-528 MARC TELEPHONE	4,224.51	1,037.07	5,000.00	3,962.93	20.74%
800-531 MARC PROFESSIONAL & TECHNICAL	2,380.00	3,580.60	3,356.00	(224.60)	106.69%
800-533 MARC EDUCATION	642.27	24.50	1,000.00	975.50	2.45%
800-534 MARC ART SALES	8,190.85	685.52	2,500.00	1,814.48	27.42%
800-535 MARC OTHER	217.48	0.00	500.00	500.00	0.00%
800-536 MARC ONLINE PAYMENT PROCESSING FEE	30.27	6.35	36.00	29.65	17.64%
800-546 MARC SPECIAL DEPARTMENTAL	3,069.37	454.50	10,000.00	9,545.50	4.55%
800-574 MARC MACHINERY & EQUIPMENT	160.00	0.00	0.00	0.00	0.00%
800-577 MARC SPECIAL EVENTS	5,648.96	1,381.33	10,000.00	8,618.67	13.81%
800-578 MARC SPECIAL PROJECTS	21,488.80	0.00	0.00	0.00	0.00%

MOAB CITY CORPORATION
Standard Financial Report
23 Parks & Recreation Fund - 07/01/2025 to 09/30/2025
25.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
800-579 MARC- RED ROCK ARTS FEST	32,992.54	29,288.71	35,000.00	5,711.29	83.68%
800-585 COMMUNITY CONTRIBUTION (RAP CONTRIB	0.00	0.00	90,000.00	90,000.00	0.00%
Total MARC expenses	407,536.94	120,290.59	525,097.00	404,806.41	22.91%
Parks & Public Property					
451-510 Parks SALARIES	515,874.74	21,201.57	0.00	(21,201.57)	0.00%
451-513 Parks BENEFITS	280,901.07	74,473.23	0.00	(74,473.23)	0.00%
451-515 Parks OVERTIME	30,354.69	696.40	0.00	(696.40)	0.00%
451-523 Parks TRAVEL	10,579.91	0.00	0.00	0.00	0.00%
451-524 Parks OFFICE SUPPLIES	174.98	0.00	0.00	0.00	0.00%
451-525 Parks EQUIPMENT SUPPLIES/MAINT	2,724.89	0.00	0.00	0.00	0.00%
451-526 Parks BLDG/GRDS SUPPLIES/MAINT	44,975.67	0.00	0.00	0.00	0.00%
451-527 Parks UTILITIES	69,470.19	10,392.83	0.00	(10,392.83)	0.00%
451-528 Parks TELEPHONE	4,360.57	607.36	0.00	(607.36)	0.00%
451-529 Parks EQUIPMENT RENTALS	4,872.45	0.00	0.00	0.00	0.00%
451-530 Parks FUEL	24,579.93	2,220.35	0.00	(2,220.35)	0.00%
451-531 Parks PROFESSIONAL & TECHNICAL	64,490.88	0.00	0.00	0.00	0.00%
451-533 Parks EDUCATION	4,904.00	0.00	0.00	0.00	0.00%
451-546 Parks SPECIAL DEPARTMENTAL	9,880.13	0.00	0.00	0.00	0.00%
451-571 Parks GARBAGE AND RECYCLING	5,363.00	0.00	0.00	0.00	0.00%
451-574 Parks MACHINERY & EQUIPMENT	56,131.18	0.00	0.00	0.00	0.00%
Total Parks & Public Property	1,129,638.28	109,591.74	0.00	(109,591.74)	0.00%
Total Parks & Recreation	3,308,620.42	644,577.93	2,229,869.00	1,585,291.07	28.91%
Total Expenditures:	3,308,620.42	644,577.93	2,229,869.00	1,585,291.07	28.91%
Total Change In Net Position	(555,608.49)	(519,755.54)	0.00	519,755.54	0.00%

REVIEW ONLY

MOAB CITY CORPORATION
Standard Financial Report
28 Utah Trails - 07/01/2025 to 09/30/2025
25.00% of the fiscal year has expired

	<u>2025</u> <u>Year End</u> <u>Actual</u>	<u>2026</u> <u>YTD</u> <u>Actual</u>	<u>2026</u> <u>Budget</u>	<u>Unearned/</u> <u>Unexpended</u>	<u>%</u> <u>Earned/</u> <u>Expended</u>
Change In Net Position					
Revenue:					
Transfers in					
332-310 CONTRIBUTION FROM GENERAL FUND	35,000.00	0.00	0.00	0.00	0.00%
Total Transfers in	<u>35,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Revenue:	<u>35,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Expenditures:					
Miscellaneous					
400-531 PROFESSIONAL/TECHNICAL	33,000.00	0.00	0.00	0.00	0.00%
Total Miscellaneous	<u>33,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Expenditures:	<u>33,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Change In Net Position	<u>2,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>

REVIEW ONLY

MOAB CITY CORPORATION
Standard Financial Report
30 Housing Fund - 07/01/2025 to 09/30/2025
25.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Change In Net Position					
Revenue:					
Intergovernmental revenue					
334-300 Workforce Affordable Housing F	1,504.82	0.00	380,000.00	380,000.00	0.00%
334-310 Grants	0.00	0.00	0.00	0.00	0.00%
Total Intergovernmental revenue	1,504.82	0.00	380,000.00	380,000.00	0.00%
Miscellaneous revenue					
361-300 INTEREST INCOME	84,135.36	20,127.37	90,000.00	69,872.63	22.36%
362-301 Rent/Lease Income	0.00	0.00	0.00	0.00	0.00%
Total Miscellaneous revenue	84,135.36	20,127.37	90,000.00	69,872.63	22.36%
Transfers in					
391-310 Transfer From General Fund	660,000.00	0.00	0.00	0.00	0.00%
Total Transfers in	660,000.00	0.00	0.00	0.00	0.00%
Total Revenue:	745,640.18	20,127.37	470,000.00	449,872.63	4.28%
Expenditures:					
Miscellaneous					
464-520 Acquisitions	0.00	0.00	0.00	0.00	0.00%
464-522 Development Costs	0.00	0.00	0.00	0.00	0.00%
464-525 Operation & Maintenance Costs	19,148.36	307.92	25,000.00	24,692.08	1.23%
464-527 O&M UTILITIES	4,527.73	22.68	10,000.00	9,977.32	0.23%
464-531 Professional & Technical	3,295.00	0.00	150,000.00	150,000.00	0.00%
Total Miscellaneous	26,971.09	330.60	185,000.00	184,669.40	0.18%
Debt service					
471-617 2019 Walnut Lane Lease Payoff - Princ	1,415,000.00	0.00	0.00	0.00	0.00%
471-618 2019 Walnut Lane Lease Payoff - Interest	52,442.28	0.00	0.00	0.00	0.00%
Total Debt service	1,467,442.28	0.00	0.00	0.00	0.00%
Transfers out					
464-560 Transfer to Debt Service Fund	134,301.00	0.00	156,000.00	156,000.00	0.00%
Total Transfers out	134,301.00	0.00	156,000.00	156,000.00	0.00%
Total Expenditures:	1,628,714.37	330.60	341,000.00	340,669.40	0.10%
Total Change In Net Position	(883,074.19)	19,796.77	129,000.00	109,203.23	15.35%

MOAB CITY CORPORATION
Standard Financial Report
31 Debt Service Fund - 07/01/2025 to 09/30/2025
25.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Change In Net Position					
Revenue:					
Interest					
361-300 Interest income	0.00	0.00	0.00	0.00	0.00%
Total Interest	0.00	0.00	0.00	0.00	0.00%
Miscellaneous revenue					
362-301 Lease Revenue	3,687.53	29,772.00	0.00	(29,772.00)	0.00%
Total Miscellaneous revenue	3,687.53	29,772.00	0.00	(29,772.00)	0.00%
Contributions					
362-360 Contribution from GC Rec Distr	190,000.00	0.00	190,000.00	190,000.00	0.00%
362-370 Contribution from Grand County	38,493.35	23,493.35	18,630.00	(4,863.35)	126.10%
Total Contributions	228,493.35	23,493.35	208,630.00	185,136.65	11.26%
Transfers in					
391-310 Transfer from general fund	395,339.00	0.00	0.00	0.00	0.00%
391-315 Transfer from housing fund	134,301.00	0.00	156,000.00	156,000.00	0.00%
391-316 Transfer from capital projects	0.00	0.00	200,000.00	200,000.00	0.00%
391-317 Transfer from Roads Fund	154,475.00	0.00	160,000.00	160,000.00	0.00%
391-318 Transfer from Sewer Fund	12,392.00	0.00	13,000.00	13,000.00	0.00%
391-319 Transfer from Water Fund	36,940.00	0.00	36,940.00	36,940.00	0.00%
391-320 Transfer from Storm Water Fund	53,157.00	0.00	53,157.00	53,157.00	0.00%
Total Transfers in	786,604.00	0.00	619,097.00	619,097.00	0.00%
Total Revenue:	1,018,784.88	53,265.35	827,727.00	774,461.65	6.44%
Expenditures:					
Debt service					
471-611 2003 Sales Tax Rev - Principal	96,000.00	98,000.00	98,000.00	0.00	100.00%
471-612 2003 Sales Tax Rev - Interest	15,275.02	12,875.00	12,875.00	0.00	100.00%
471-613 2009 Sales Tax Rev - Principal	191,000.00	191,000.00	191,000.00	0.00	100.00%
471-615 2018 CIB Bond - Principal	33,000.00	33,000.00	33,000.00	0.00	100.00%
471-616 2018 CIB Bond - Interest	14,424.98	13,600.00	13,600.00	0.00	100.00%
471-617 2019 Walnut Lane Lease - Princ	74,000.00	0.00	77,000.00	77,000.00	0.00%
471-618 2019 Walnut Lane Lease - Inter	82,144.99	0.00	78,992.00	78,992.00	0.00%
471-621 2023 Kane Creek Blvd Reconstruction - Principal	295,000.00	245,000.00	245,000.00	0.00	100.00%
471-622 2023 Kane Creek Blvd Reconstruction - Interest	21,507.56	78,145.29	78,260.00	114.71	99.85%
Total Debt service	822,352.55	671,620.29	827,727.00	156,106.71	81.14%
Total Expenditures:	822,352.55	671,620.29	827,727.00	156,106.71	81.14%
Total Change In Net Position	196,432.33	(618,354.94)	0.00	618,354.94	0.00%

MOAB CITY CORPORATION
Standard Financial Report
41 Capital Projects Fund - 07/01/2025 to 09/30/2025
25.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Change In Net Position					
Revenue:					
Intergovernmental revenue					
361-321 GRAND COUNTY CONTRIBUTION	95,646.06	0.00	50,000.00	50,000.00	0.00%
361-324 GRANTS AND DONATIONS	198,652.98	0.00	0.00	0.00	0.00%
361-365 PROCEEDS FROM LONG TERM DEBT	0.00	0.00	450,000.00	450,000.00	0.00%
362-302 UDOT FUNDING - HOTSPOT	1,952,560.32	0.00	0.00	0.00	0.00%
362-303 GRANT PROCEEDS	356,625.00	58,880.40	250,000.00	191,119.60	23.55%
362-310 CIB GRANT	0.00	0.00	50,000.00	50,000.00	0.00%
362-311 *GOLF COURSE TENANT IMP. PAYMENTS	0.00	0.00	35,000.00	35,000.00	0.00%
362-312 *TAX REBATES FOR SOLAR	0.00	0.00	50,000.00	50,000.00	0.00%
362-324 UDOT AID PROJECT	0.00	0.00	0.00	0.00	0.00%
Total Intergovernmental revenue	2,603,484.36	58,880.40	885,000.00	826,119.60	6.65%
Interest					
361-300 INTEREST INCOME	17,418.57	4,166.97	12,000.00	7,833.03	34.72%
Total Interest	17,418.57	4,166.97	12,000.00	7,833.03	34.72%
Miscellaneous revenue					
362-305 SALE OF PROPERTY/EQUIPMENT	0.00	0.00	50,000.00	50,000.00	0.00%
Total Miscellaneous revenue	0.00	0.00	50,000.00	50,000.00	0.00%
Contributions					
362-300 DONATIONS	100.00	0.00	0.00	0.00	0.00%
Total Contributions	100.00	0.00	0.00	0.00	0.00%
Transfers in					
391-310 TRANSFER FROM GENERAL FUND	3,250,000.00	0.00	3,602,165.00	3,602,165.00	0.00%
391-311 TRANSFER FROM RAP TAX	0.00	0.00	400,000.00	400,000.00	0.00%
392-326 TRANSFER FROM ROADS FUND	250,000.00	0.00	250,000.00	250,000.00	0.00%
392-327 TRANSFER FROM WATER FUND	330,000.00	0.00	200,000.00	200,000.00	0.00%
392-329 TRANSFER FROM STORMWATER FUND	475,000.00	0.00	0.00	0.00	0.00%
395-361 CAPITAL PROJECTS FUND BEG. BAL	0.00	0.00	4,162,044.00	4,162,044.00	0.00%
Total Transfers in	4,305,000.00	0.00	8,614,209.00	8,614,209.00	0.00%
Total Revenue:	6,926,002.93	63,047.37	9,561,209.00	9,498,161.63	0.66%
Expenditures:					
General Government					
Administrative Services Department					
Info tech					
740-696 IT - COMPUTER REPLACEMENT	0.00	0.00	0.00	0.00	0.00%
740-697 IT - OTHER EQUIPMENT	12,428.23	0.00	0.00	0.00	0.00%
Total Info tech	12,428.23	0.00	0.00	0.00	0.00%
Total Administrative Services Department	12,428.23	0.00	0.00	0.00	0.00%
Total General Government	12,428.23	0.00	0.00	0.00	0.00%
Public Works Department					
Streets					
440-666 PARKING IMPROVEMENTS - DISPERS	3,509,860.73	291,321.54	0.00	(291,321.54)	0.00%
440-670 *ROAD IMPROVEMENTS (100 E/Uranium)	277,178.03	1,685,609.23	2,750,000.00	1,064,390.77	61.29%
440-672 *STREETS/SPECIAL PROJ./CONCRETE (Side	0.00	0.00	565,000.00	565,000.00	0.00%
440-673 *ROAD IMPROVEMENTS (100 W)	0.00	0.00	150,000.00	150,000.00	0.00%
440-686 400 EAST ROAD IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00%
440-691 VEHICLES	230,011.62	37,663.00	0.00	(37,663.00)	0.00%
440-697 *500 WEST/KANE CREEK IMPROVE	6,633,929.41	970,963.32	1,000,000.00	29,036.68	97.10%
440-699 *FLOOD DAMAGE REPAIR (GENERAL)	732,408.18	1,480.50	350,000.00	348,519.50	0.42%
Total Streets	11,383,387.97	2,987,037.59	4,815,000.00	1,827,962.41	62.04%
Total Public Works Department	11,383,387.97	2,987,037.59	4,815,000.00	1,827,962.41	62.04%
Parks and public property					
Parks O&M					
460-671 SOLAR PROJECT	0.00	46,250.00	0.00	(46,250.00)	0.00%
Total Parks O&M	0.00	46,250.00	0.00	(46,250.00)	0.00%
Total Parks and public property	0.00	46,250.00	0.00	(46,250.00)	0.00%
Municipal					
770-631 *MUNI BLDG SOLAR UPGRADE PROJECT	0.00	0.00	375,000.00	375,000.00	0.00%

MOAB CITY CORPORATION
Standard Financial Report
41 Capital Projects Fund - 07/01/2025 to 09/30/2025
25.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
770-650 *MUNICIPAL BLDG GENERAL IMPROVEMENT	15,018.71	0.00	180,000.00	180,000.00	0.00%
770-652 *MUNI BLDG BIKE STRUCTURE/ EVSE	0.00	11,824.50	100,000.00	88,175.50	11.82%
770-653 *NUISANCE ABATEMENT	0.00	0.00	150,000.00	150,000.00	0.00%
770-655 *CITY SUSTAINABILITY (MCKINSTRY ENERGY	696,051.05	967,815.47	1,000,000.00	32,184.53	96.78%
770-656 *CENTER STREET BALLFIELD UPGRADES	0.00	0.00	150,000.00	150,000.00	0.00%
770-657 *DARK SKY CAPITAL IMPROVEMENT	49,834.09	0.00	110,000.00	110,000.00	0.00%
Total Municipal	760,903.85	979,639.97	2,065,000.00	1,085,360.03	47.44%
Parks expenses					
780-625 *100 W - 500 W MILLCREEK TRAIL/BRIDGE IM	16,014.50	1,792.00	475,000.00	473,208.00	0.38%
780-630 *ART IN PUBLIC PLACES 1%	105.27	10,000.00	40,000.00	30,000.00	25.00%
780-644 *PARK IMPROVEMENTS - SWANY IMPROVEM	770,261.24	0.00	75,000.00	75,000.00	0.00%
780-646 PARKS EQUIPMENT & VEHICLES	56,251.00	0.00	0.00	0.00	0.00%
Total Parks expenses	842,632.01	11,792.00	590,000.00	578,208.00	2.00%
Animal shelter					
791-655 POLICE VEHICLES	0.00	0.00	0.00	0.00	0.00%
Total Animal shelter	0.00	0.00	0.00	0.00	0.00%
Parks & Recreation					
MRAC expenses					
470-670 *MRAC STRUCTURAL/GENERAL BLDG IMPR	0.00	0.00	85,000.00	85,000.00	0.00%
470-672 *AQUATIC CENTER MAJOR MAINTENANCE P	0.00	0.00	125,000.00	125,000.00	0.00%
470-673 *ADA UPGRADES TO PARK & REC. FACILITIE	0.00	0.00	250,000.00	250,000.00	0.00%
470-674 *OUTDOOR WATER FEATURE REPLACEMEN	0.00	0.00	250,000.00	250,000.00	0.00%
Total MRAC expenses	0.00	0.00	710,000.00	710,000.00	0.00%
Total Parks & Recreation	0.00	0.00	710,000.00	710,000.00	0.00%
Miscellaneous					
780-642 *PACK CREEK FOOT BRIDGE (EPISCOPAL CH	0.00	0.00	375,000.00	375,000.00	0.00%
790-643 *PROPERTY ACQUISITION FOR TRAILS/ AT	0.00	0.00	200,000.00	200,000.00	0.00%
790-644 *GOLF COURSE CAPITAL IMP.	0.00	0.00	150,000.00	150,000.00	0.00%
Total Miscellaneous	0.00	0.00	725,000.00	725,000.00	0.00%
Transfers out					
400-691 TRANSFER TO DEBT SERVICE	0.00	0.00	200,000.00	200,000.00	0.00%
810-601 *TRANSFER TO GENERAL FUND (ENG. OVHD	0.00	0.00	250,000.00	250,000.00	0.00%
810-602 TRANSFER TO STORMWATER FUND	0.00	0.00	0.00	0.00	0.00%
810-603 *TRANSFER TO FLEET FUND	0.00	0.00	450,000.00	450,000.00	0.00%
900-100 LEASE PAYMENT - PRINCIPAL	0.00	0.00	0.00	0.00	0.00%
900-102 LEASE PAYMENT - INTEREST	0.00	0.00	0.00	0.00	0.00%
Total Transfers out	0.00	0.00	900,000.00	900,000.00	0.00%
Total Expenditures:	12,999,352.06	4,024,719.56	9,805,000.00	5,780,280.44	41.05%
Total Change In Net Position	(6,073,349.13)	(3,961,672.19)	(243,791.00)	3,717,881.19	1,625.03%

MOAB CITY CORPORATION
Standard Financial Report
51 Water Fund - 07/01/2025 to 09/30/2025
25.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Income or Expense					
Income From Operations:					
Operating income					
363-330 WATER PENALTIES	12,923.75	3,319.35	18,000.00	14,680.65	18.44%
369-300 Water SUNDRY REVENUES	21,380.36	14,592.09	25,000.00	10,407.91	58.37%
369-302 Water SHOP WATER	1,651.97	(272.75)	10,000.00	10,272.75	-2.73%
371-300 WATER SALES	1,937,200.42	694,475.51	1,842,540.00	1,148,064.49	37.69%
372-360 WATER CONNECTION	24,014.10	1,127.20	45,000.00	43,872.80	2.50%
Total Operating income	1,997,170.60	713,241.40	1,940,540.00	1,227,298.60	36.75%
Operating expense					
Operating					
500-509 Water GENERAL FUND O/H	430,000.00	1,807.15	442,900.00	441,092.85	0.41%
500-510 Water SALARIES	430,401.84	96,547.23	406,436.00	309,888.77	23.75%
500-513 Water BENEFITS	279,461.61	64,009.69	269,279.00	205,269.31	23.77%
500-515 Water OVERTIME	27,423.09	5,610.18	45,000.00	39,389.82	12.47%
500-521 Water SUBSCRIPTIONS	3,335.00	0.00	5,500.00	5,500.00	0.00%
500-523 Water TRAVEL	711.88	1,910.14	35,000.00	33,089.86	5.46%
500-524 Water OFFICE SUPPLIES	314.83	0.00	700.00	700.00	0.00%
500-525 Water EQUIPMENT SUPPLIES/MAINT	35,735.03	1,146.82	65,000.00	63,853.18	1.76%
500-526 Water BUILDING SUPPLIES/MAINT	0.00	74.37	500.00	425.63	14.87%
500-527 Water UTILITIES	91,771.84	18,033.89	95,000.00	76,966.11	18.98%
500-528 Water TELEPHONE	4,585.90	833.17	5,000.00	4,166.83	16.66%
500-530 Water FUEL	18,465.22	2,948.30	23,000.00	20,051.70	12.82%
500-531 Water PROFESSIONAL & TECHNICAL	53,372.10	21,671.94	40,000.00	18,328.06	54.18%
500-533 Water EDUCATION	1,720.09	1,478.00	10,500.00	9,022.00	14.08%
500-535 Water OTHER	7,021.09	1,971.68	6,200.00	4,228.32	31.80%
500-546 Water SPECIAL DEPARTMENTAL	84,344.55	32,350.48	95,000.00	62,649.52	34.05%
500-551 Water INSURANCE	1,560.00	1,560.00	1,560.00	0.00	100.00%
500-691 Water RENT OF PROPERTY & EQUIP	0.00	0.00	5,000.00	5,000.00	0.00%
500-693 Water BAD DEBT EXPENSE	0.00	0.00	0.00	0.00	0.00%
Total Operating	1,470,224.07	251,953.04	1,551,575.00	1,299,621.96	16.24%
Depreciation expense					
500-669 Water DEPRECIATION	344,873.86	0.00	0.00	0.00	0.00%
Total Depreciation expense	344,873.86	0.00	0.00	0.00	0.00%
Total Operating expense	1,815,097.93	251,953.04	1,551,575.00	1,299,621.96	16.24%
Total Income From Operations:	182,072.67	461,288.36	388,965.00	(72,323.36)	118.59%
Non-Operating Items:					
Non-operating income					
361-300 INTEREST INCOME	497,862.36	97,380.79	600,000.00	502,619.21	16.23%
361-310 WATER IMPACT FEE INTEREST INCO	200.10	47.88	500.00	452.12	9.58%
361-311 WATER IMPACT FEES	45,771.02	0.00	75,000.00	75,000.00	0.00%
Total Non-operating income	543,833.48	97,428.67	675,500.00	578,071.33	14.42%
Non-operating expense					
500-681 Water TRANSFER TO DEBT SERVICE FUND	36,940.00	0.00	36,940.00	36,940.00	0.00%
500-682 Water INTEREST ON BONDS/DEBT S	154,229.85	73,746.46	305,000.00	231,253.54	24.18%
500-683 Water BOND ISSUANCE COSTS	1,000.00	0.00	0.00	0.00	0.00%
Total Non-operating expense	192,169.85	73,746.46	341,940.00	268,193.54	21.57%
Total Non-Operating Items:	351,663.63	23,682.21	333,560.00	309,877.79	7.10%
Total Income or Expense	533,736.30	484,970.57	722,525.00	237,554.43	67.12%

MOAB CITY CORPORATION
Standard Financial Report
52 Sewer Fund - 07/01/2025 to 09/30/2025
25.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Income or Expense					
Income From Operations:					
Operating income					
362-390 Sewer SEPTAGE PROCESSING FEES	94,230.54	32,856.70	60,000.00	27,143.30	54.76%
372-300 SEWER EXISTING FACILITY FEE	21,761.56	4,636.68	45,000.00	40,363.32	10.30%
372-310 SEWER STUDIES FEE	1,968.59	713.49	4,000.00	3,286.51	17.84%
372-320 SEWER SERVICES CHARGES	2,299,850.23	681,243.30	2,200,000.00	1,518,756.70	30.97%
372-325 Sewer SPECIAL SERVICES BY CITY	4,710.00	720.00	5,000.00	4,280.00	14.40%
372-326 Sewer GREASE TRAP SERVICES/FIN	0.00	0.00	1,000.00	1,000.00	0.00%
372-350 Sewer SPANISH VALLEY SEWER	608,069.61	154,584.48	674,494.00	519,909.52	22.92%
372-360 Sewer S.JSPSSD SEWER	54,993.98	16,296.82	25,000.00	8,703.18	65.19%
372-370 SEWER CONNECTION	1,394.00	0.00	5,000.00	5,000.00	0.00%
Total Operating income	3,086,978.51	891,051.47	3,019,494.00	2,128,442.53	29.51%
Operating expense					
Sewer WRF					
600-509 Sewer GENERAL FUND O/H	430,000.00	0.00	442,900.00	442,900.00	0.00%
600-510 Sewer WRF SALARIES	359,638.41	87,390.19	363,669.00	276,278.81	24.03%
600-513 Sewer WRF BENEFITS	223,488.81	50,839.88	206,037.00	155,197.12	24.68%
600-515 Sewer WRF OVERTIME	6,410.70	984.95	12,000.00	11,015.05	8.21%
600-521 Sewer WRF SUBSCRIPTIONS	738.71	0.00	1,500.00	1,500.00	0.00%
600-523 Sewer WRF TRAVEL	1,457.26	590.63	3,000.00	2,409.37	19.69%
600-524 Sewer WRF OFFICE EXPENSE	711.41	354.86	1,200.00	845.14	29.57%
600-525 Sewer WRF EQUIPMENT SUPPLIES/MAINT	124,227.00	29,307.93	120,000.00	90,692.07	24.42%
600-526 Sewer WRF BUILDING SUPPLIES/MAINT	2,577.57	23,103.60	2,500.00	(20,603.60)	924.14%
600-527 Sewer WRF UTILITIES	179,171.90	3,752.60	250,000.00	246,247.40	1.50%
600-528 Sewer WRF TELEPHONE	5,707.11	1,805.09	6,200.00	4,394.91	29.11%
600-529 Sewer WRF RENT	0.00	175.50	1,000.00	824.50	17.55%
600-530 Sewer WRF FUEL	3,560.49	107.52	5,500.00	5,392.48	1.95%
600-531 Sewer WRF PROFESSIONAL & TECHNICAL	264,183.90	26,901.16	240,000.00	213,098.84	11.21%
600-533 Sewer WRF EDUCATION	1,069.98	200.00	10,000.00	9,800.00	2.00%
600-535 Sewer WRF SHIPPING\FREIGHT	16,150.55	5,547.22	20,000.00	14,452.78	27.74%
600-546 Sewer WRF SPECIAL DEPARTMENTAL	94,080.36	21,480.31	95,000.00	73,519.69	22.61%
Total Sewer WRF	1,713,174.16	252,541.44	1,780,506.00	1,527,964.56	14.18%
Sewer Collection					
610-510 Sewer Collecitons SALARIES	173,355.62	40,143.06	168,748.00	128,604.94	23.79%
610-513 Sewer Collections BENEFITS	77,768.94	18,740.80	95,932.00	77,191.20	19.54%
610-515 Sewer Collections OVERTIME	1,705.46	52.20	12,000.00	11,947.80	0.44%
610-521 Sewer Collections SUBSCRIPTIONS	868.73	0.00	0.00	0.00	0.00%
610-523 Sewer Collections TRAVEL	1,765.31	0.00	4,500.00	4,500.00	0.00%
610-524 Sewer Collections OFFICE SUPPLIES	215.83	260.24	0.00	(260.24)	0.00%
610-525 Sewer Collections EQUIP SUPPLIES/MAINT	23,911.72	7,492.59	25,000.00	17,507.41	29.97%
610-526 Sewer BLDG/GRDS SUPPLIES/MAINT	63.81	0.00	400.00	400.00	0.00%
610-527 Sewer COLLECTION UTILITIES	3,893.33	447.79	5,500.00	5,052.21	8.14%
610-528 Sewer COLLECTION TELEPHONE	1,909.78	369.62	2,200.00	1,830.38	16.80%
610-529 Sewer COLLECTION RENTALS	0.00	0.00	6,000.00	6,000.00	0.00%
610-530 Sewer COLLECTION FUEL	5,501.56	1,075.33	10,000.00	8,924.67	10.75%
610-531 Sewer COLLECTION PROFESSIONAL & TECH	5,081.32	1,286.92	65,000.00	63,713.08	1.98%
610-533 Sewer COLLECTION EDUCATION	735.00	0.00	15,000.00	15,000.00	0.00%
610-535 Sewer COLLECTION OTHER	438.77	1,108.27	0.00	(1,108.27)	0.00%
610-546 Sewer COLLECTION SPEC DEPT SUP	16,421.96	3,330.61	24,000.00	20,669.39	13.88%
610-547 Sewer Collection VEHICLE LEASE PAYMENT	0.00	0.00	45,000.00	45,000.00	0.00%
Total Sewer Collection	313,637.14	74,307.43	479,280.00	404,972.57	15.50%
Depreciation expense					
410-800 Depn expense Sewer	27,259.04	0.00	0.00	0.00	0.00%
600-669 Sewer DEPRECIATION	711,100.08	0.00	0.00	0.00	0.00%
Total Depreciation expense	738,359.12	0.00	0.00	0.00	0.00%
Total Operating expense	2,765,170.42	326,848.87	2,259,786.00	1,932,937.13	14.46%
Total Income From Operations:	321,808.09	564,202.60	759,708.00	195,505.40	74.27%
Non-Operating Items:					
Non-operating income					
361-300 Sewer INTEREST INCOME	18,980.36	4,540.60	20,000.00	15,459.40	22.70%
361-305 S.JSPSSD SEWER IMPACT FEES	15,404.04	0.00	70,000.00	70,000.00	0.00%
361-309 GWSSA SEWER IMPACT FEES	138,806.48	78,149.75	150,000.00	71,850.25	52.10%

MOAB CITY CORPORATION
Standard Financial Report
52 Sewer Fund - 07/01/2025 to 09/30/2025
25.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
361-310 SEWER IMPACT FEE INTEREST	41,531.51	7,123.39	25,000.00	17,876.61	28.49%
361-311 SEWER IMPACT FEES	60,359.94	4,203.73	50,000.00	45,796.27	8.41%
361-313 SEWER IMPACT FEE FINANCE INTER	2,125.74	442.62	2,000.00	1,557.38	22.13%
361-315 SVWSID CAPITAL ANNUAL CONTRIBU	102,207.00	102,207.00	102,207.00	0.00	100.00%
Total Non-operating income	379,415.07	196,667.09	419,207.00	222,539.91	46.91%
Non-operating expense					
600-682 Sewer INTEREST ON SEWER BONDS	386,592.72	139,753.98	0.00	(139,753.98)	0.00%
600-693 Sewer Bad Debt Expense	0.00	0.00	0.00	0.00	0.00%
610-581 Sewer TRANSFER OUT TO DEBT SERVICE FU	12,392.00	0.00	13,000.00	13,000.00	0.00%
Total Non-operating expense	398,984.72	139,753.98	13,000.00	(126,753.98)	1,075.03%
Total Non-Operating Items:	(19,569.65)	56,913.11	406,207.00	349,293.89	14.01%
Total Income or Expense	302,238.44	621,115.71	1,165,915.00	544,799.29	53.27%

REVIEW ONLY

MOAB CITY CORPORATION
Standard Financial Report
53 Stormwater Fund - 07/01/2025 to 09/30/2025
25.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Income or Expense					
Income From Operations:					
Operating income					
364-350 STORM WATER DRAINAGE FEE	688,637.22	174,518.98	703,398.00	528,879.02	24.81%
Total Operating income	688,637.22	174,518.98	703,398.00	528,879.02	24.81%
Operating expense					
Operating					
400-509 Storm wtr GENERAL FUND O/H	90,000.00	0.00	92,700.00	92,700.00	0.00%
400-510 Storm wtr SALARIES & WAGES	0.00	0.00	0.00	0.00	0.00%
400-513 Storm wtr EMPLOYEE BENEFITS	0.00	0.00	0.00	0.00	0.00%
400-530 Storm wtr FUEL	0.00	0.00	5,000.00	5,000.00	0.00%
400-531 Storm wtr PROFESSIONAL & TECH.	10,628.54	21,078.31	50,000.00	28,921.69	42.16%
400-546 Storm wtr SPECIAL DEPARTMENTAL	0.00	0.00	50,000.00	50,000.00	0.00%
400-695 Bad Debt Expense	0.00	0.00	0.00	0.00	0.00%
Total Operating	100,628.54	21,078.31	197,700.00	176,621.69	10.66%
Depreciation expense					
400-669 Storm wtr DEPRECIATION	368,304.46	0.00	0.00	0.00	0.00%
Total Depreciation expense	368,304.46	0.00	0.00	0.00	0.00%
Total Operating expense	468,933.00	21,078.31	197,700.00	176,621.69	10.66%
Total Income From Operations:	219,704.22	153,440.67	505,698.00	352,257.33	30.34%
Non-Operating Items:					
Non-operating income					
361-300 INTEREST INCOME	73,808.50	17,656.91	0.00	(17,656.91)	0.00%
361-311 STORMWATER IMPACT FEES	20,953.55	6,474.24	0.00	(6,474.24)	0.00%
391-310 TRANSFER FROM GENERAL FUND	0.00	0.00	50,000.00	50,000.00	0.00%
391-341 TRANSFER FROM CP FUND	0.00	0.00	0.00	0.00	0.00%
Total Non-operating income	94,762.05	24,131.15	50,000.00	25,868.85	48.26%
Non-operating expense					
400-581 Storm wtr TRANSFER TO DEBT SERVICE FUN	53,157.00	0.00	53,157.00	53,157.00	0.00%
400-583 Storm wtr TRANSFER TO VEHICLE FUND	0.00	0.00	50,000.00	50,000.00	0.00%
Total Non-operating expense	53,157.00	0.00	103,157.00	103,157.00	0.00%
Total Non-Operating Items:	41,605.05	24,131.15	(53,157.00)	(77,288.15)	-45.40%
Total Income or Expense	261,309.27	177,571.82	452,541.00	274,969.18	39.24%

MOAB CITY CORPORATION
Standard Financial Report
55 Parking and Transit Fund - 07/01/2025 to 09/30/2025
25.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Change In Net Position					
Revenue:					
Intergovernmental revenue					
362-310 UDOT Hotspot Contribution	535,476.19	0.00	300,000.00	300,000.00	0.00%
362-320 Grand County Contribution	100,000.00	50,000.00	100,000.00	50,000.00	50.00%
362-330 Federal Transit Authority Cont	0.00	0.00	340,930.00	340,930.00	0.00%
Total Intergovernmental revenue	635,476.19	50,000.00	740,930.00	690,930.00	6.75%
Transfers in					
332-310 CONTRIBUTION FROM GENERAL FUND	270,000.00	0.00	0.00	0.00	0.00%
Total Transfers in	270,000.00	0.00	0.00	0.00	0.00%
Total Revenue:	905,476.19	50,000.00	740,930.00	690,930.00	6.75%
Expenditures:					
Miscellaneous					
400-509 Transit GENERAL FUND O/H	0.00	0.00	51,500.00	51,500.00	0.00%
400-510 Transit SALARIES & WAGES	0.00	0.00	0.00	0.00	0.00%
400-513 Transit EMPLOYEE BENEFITS	0.00	0.00	0.00	0.00	0.00%
400-515 Transit OVERTIME	0.00	0.00	0.00	0.00	0.00%
400-531 Transit Professional & Tech	0.00	0.00	1,000.00	1,000.00	0.00%
400-532 Transit Operator Contract	713,729.51	110,282.54	660,000.00	549,717.46	16.71%
400-534 Marketing and Branding	0.00	0.00	2,000.00	2,000.00	0.00%
400-675 Transit Special Projects	0.00	0.00	10,000.00	10,000.00	0.00%
Total Miscellaneous	713,729.51	110,282.54	724,500.00	614,217.46	15.22%
Total Expenditures:	713,729.51	110,282.54	724,500.00	614,217.46	15.22%
Total Change In Net Position	191,746.68	(60,282.54)	16,430.00	76,712.54	-366.91%

REVIEW ONLY

MOAB CITY CORPORATION
Standard Financial Report
60 Vehicle Fund - 07/01/2025 to 09/30/2025
25.00% of the fiscal year has expired

	2025 Year End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unexpended	% Earned/ Expended
Change In Net Position					
Revenue:					
Miscellaneous revenue					
392-331 PROCEEDS FROM VEHICLE SURPLUS SALE	0.00	0.00	92,000.00	92,000.00	0.00%
Total Miscellaneous revenue	0.00	0.00	92,000.00	92,000.00	0.00%
Transfers in					
392-325 TRANSFER FROM CIP	0.00	0.00	450,000.00	450,000.00	0.00%
392-326 TRANSFER FROM GENERAL FUND	0.00	0.00	25,000.00	25,000.00	0.00%
Total Transfers in	0.00	0.00	475,000.00	475,000.00	0.00%
Total Revenue:	0.00	0.00	567,000.00	567,000.00	0.00%
Expenditures:					
General Government					
Administrative Services Department					
Administration					
414-569 ADMIN LEASE PAYMENT	0.00	0.00	8,500.00	8,500.00	0.00%
Total Administration	0.00	0.00	8,500.00	8,500.00	0.00%
General					
414-570 GENERAL CITY VEHICLES	0.00	0.00	50,000.00	50,000.00	0.00%
Total General	0.00	0.00	50,000.00	50,000.00	0.00%
Total Administrative Services Department	0.00	0.00	58,500.00	58,500.00	0.00%
Community Development Department					
CDD Admin					
446-569 CDD ADMIN LEASE PAYMENT	0.00	0.00	8,500.00	8,500.00	0.00%
Total CDD Admin	0.00	0.00	8,500.00	8,500.00	0.00%
Inspection					
424-569 BUILDING LEASE PAYMENT	0.00	0.00	17,000.00	17,000.00	0.00%
Total Inspection	0.00	0.00	17,000.00	17,000.00	0.00%
Engineering					
419-569 ENGINEERING LEASE PAYMENT	0.00	0.00	17,000.00	17,000.00	0.00%
Total Engineering	0.00	0.00	17,000.00	17,000.00	0.00%
Total Community Development Department	0.00	0.00	42,500.00	42,500.00	0.00%
Total General Government	0.00	0.00	101,000.00	101,000.00	0.00%
Public safety					
Police					
421-569 POLICE LEASE PAYMENT	0.00	0.00	175,000.00	175,000.00	0.00%
421-570 POLICE EQUIPMENT PURCHASE	0.00	44,842.48	10,000.00	(34,842.48)	448.42%
421-571 POLICE UPFITTING PURCHASE	0.00	1,731.00	95,000.00	93,269.00	1.82%
Total Police	0.00	46,573.48	280,000.00	233,426.52	16.63%
Total Public safety	0.00	46,573.48	280,000.00	233,426.52	16.63%
Parks and public property					
Parks O&M					
451-570 PARKS EQUIPMENT PURCHASE	0.00	0.00	31,500.00	31,500.00	0.00%
Total Parks O&M	0.00	0.00	31,500.00	31,500.00	0.00%
Total Parks and public property	0.00	0.00	31,500.00	31,500.00	0.00%
Parks & Recreation					
Recreation Admin					
640-569 PRT LEASE PAYMENT	0.00	0.00	8,500.00	8,500.00	0.00%
640-570 PRT EQUIPMENT PURCHASE	0.00	30,737.00	35,000.00	4,263.00	87.82%
Total Recreation Admin	0.00	30,737.00	43,500.00	12,763.00	70.66%
Total Parks & Recreation	0.00	30,737.00	43,500.00	12,763.00	70.66%
Total Expenditures:	0.00	77,310.48	456,000.00	378,689.52	16.95%
Total Change In Net Position	0.00	(77,310.48)	111,000.00	188,310.48	-69.65%

MOAB CITY COUNCIL MINUTES--DRAFT
REGULAR MEETING
October 14, 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=oD1mDad_wCw. Mayor Joette Langianese called the meeting to order at 6:01 p.m. Councilmembers Kaitlin Myers, Jason Taylor, Colin Topper, Luke Wojciechowski and Tawny Knuteson-Boyd attended. Also in attendance were City Manager Michael Black, Recorder Sommar Johnson, Engineer Mark Jolissaint, Assistant Engineer Didar Charles, Sustainability and Grant Coordinator Savannah ThomasArrigo, Strategic Initiatives and Sustainability Director Alexi Lamm, Police Chief Lex Bell, Assistant Police Chief James Blanton, Jr., Attorney Nathan Bracken and two members of the public.

Public Comments: None.

Presentations:

Fiscal Year 2026 Quarter One Financial Update: City Manager Black reviewed City financials and showed that revenues for the past few years have been flat. He said the current quarter's revenues are stable and fund transfers and grant revenues are not yet recorded. He stated job vacancies and ongoing projects with unspent funds are reflected as positive, and the City is ahead of budget on taxes. He asked Council to accept the report and Mayor Langianese said she would add it to the next meeting agenda. Councilmember Myers asked about expenditures for dispersed parking, a skid steer, rooftop unit, fingerprinting machine, and police motorcycle.

30 Percent Design of 300 South Bridge: Engineers Jolissaint and Charles presented current design challenges, including flood capacity and the limited project footprint due to private property. They discussed issues with tying the bridge area into upstream and downstream channels, keeping the parkway intact, street drainage, managing the existing grade and tying into the existing street section. A stakeholder meeting with neighbors and the City's project review team and an upcoming open house were discussed. Other aspects of the proposed bridge replacement were mentioned including crosswalk beacons, lighting, and a pedestrian walkway separated from the flood channel by a 42" concrete wall. Councilmembers asked about channel modifications, retaining walls, and changes in grade between the new bridge and the dog park. Councilmember Myers asked about the associated water line replacement and extending that scope of work to 300 South. Gabion baskets and aesthetics, including tree loss, were discussed, as well as a desire for a flood warning system.

Consent Agenda—Approved

Councilmember Topper moved to approve the consent agenda, as follows: approval of minutes for the October 14, 2025, Regular Meeting, and approval of bills against the City of Moab in the amount of \$103,376.10. Councilmember Myers seconded the motion. Councilmember Topper asked about a bike structure included in the capital improvements list. The motion passed 5-0 with Councilmembers Taylor, Knuteson-Boyd, Topper, Myers and Wojciechowski voting aye.

General Business:

Safe Streets and Roads for All Supplemental Planning Grant Contract—Approved

Presentation and Discussion: Sustainability and Grants Coordinator ThomasArrigo presented the request for approval of the grant-funded Safe Streets project. Councilmember Taylor asked if the County had already approved of the collaboration. Councilmembers Topper and Myers asked about coordination between the Safe Streets plan and the Nonmotorized Trails plan.

Motion and Vote: Councilmember Topper moved to approve the negotiation and contract finalization with the bidder, Kimley-Horn, selected by the evaluation committee, for a contract to carry out the Safe Streets for All (SS4A) grant which was awarded by U.S. Department of Transportation's Federal

Highway Administration in the project amount of \$600,000, with \$480,000 paid through federal funds and matching funds paid by the city and county for \$120,000. If contract negotiation and finalization is successful, the City approves its match of \$52,998 in cash and in-kind to be equal with the same amount of \$52,998 as approved by Grand County. Councilmember Knuteson-Boyd seconded the motion. The motion passed 5-0 with Councilmembers Taylor, Knuteson-Boyd, Topper, Myers and Wojciechowski voting aye.

Provision of Election Services Interlocal Agreement—Approved

Presentation and Discussion: Recorder Johnson reported the County had not yet approved the Interlocal Agreement.

Motion and Vote: Councilmember Topper moved to approve **Resolution 10-2025**: a resolution adopting an interlocal agreement for the provision of election services by and between the City of Moab and Grand County. Councilmember Myers seconded the motion. The motion passed 5-0 with Councilmembers Taylor, Knuteson-Boyd, Topper, Myers and Wojciechowski voting aye.

Impact Fee Waiver for The Cooperative 1581—Tabled

Presentation and Discussion: City Manager Black guided a discussion about a requested impact fee waiver for sewer and storm water for a new affordable housing project on Mill Creek Drive. He explained that the project proposes 144 units that are deed restricted and will be rented to low-income residents. He recommended a 50 percent waiver of the approximately \$190,000 impact fees. Discussion ensued regarding the balance in the City's Workforce Affordable Housing Units (WAHU) fund, created by developers of overnight accommodations who paid a fee-in-lieu for workforce housing. It was explained that there were available funds for the proposed waiver. The applicant, Jacob Williams, explained that the project was being financed with various mechanisms for affordable housing projects, including tax credits for energy efficiency, which were defunded by the Trump administration after the project was under construction. Councilmember Myers expressed appreciation for the project and requested consideration of a revolving loan mechanism to keep a balance in the WAHU fund. She also requested a scenario in which the developer pays the impact fees and then is reimbursed by the City. Councilmember Topper stated the WAHU fund is a powerful tool and requested the development of a policy that would guide this and future requests. Councilmember Wojciechowski said he was impressed by the intent of the developer to rent to very low-income residents. He said the planning staff is hesitant to waive fees. He also said the timeline felt rushed. Mayor Langianese agreed that the project is needed and that a policy is important. Councilmember Knuteson-Boyd stated the project has been in the works for ten years. She said the impacts on the City will not go away, and a policy is needed. She said it is a great project, and solvency of the WAHU fund is necessary. Councilmember Taylor said it is a good project and policy is needed. He said he was hesitant due to the lack of a policy. He said funds are limited and precedence will be established. He mentioned Walnut Lane and that WAHU funds are tied up in that project. Timing for a special meeting to consider the proposed policy was discussed.

Motion and Vote: Councilmember Myers moved to table a waiver of impact fees due for Water and Storm Drain at the proposed development project, and to direct staff to develop a policy addressing how the City leverages its housing fund to support development partnerships to create affordable housing in the Moab City community. Councilmember Taylor seconded the motion. The motion passed 5-0 with Councilmembers Taylor, Knuteson-Boyd, Topper, Myers and Wojciechowski voting aye.

City Manager Updates: City Manager Black reported the Walnut Lane cleanup remains a priority for public works staff. He mentioned a food drive at City Hall for residents who have experienced cuts to food benefits during the federal government shutdown. He also mentioned a drive at the Moab Information Center (MIC) and the Canyonlands Natural History Association (CNHA) for federal employees who have not been paid. He reported on a meeting with the cemetery sexton and Grand County regarding the real estate surrounding the proposed City water tank on Spanish Trail Drive. He said construction on 100 East was nearing completion and a Memorandum of Understanding regarding dispatch services was being developed.

Mayor and Council Reports:

Councilmember Topper reported on the solid waste district and said there are now satellite recycling facilities in Green River and other locations to improve marketability. He reported he met with the Mayor and met regarding the nonmotorized trail plan. He commented on ballfield use and praised staff for their hard work preparing the fields for various events and a softball tournament.

Councilmember Wojciechowski reported on a meeting of the Grand Water and Sewer Services Agency regarding cloud seeding. He said he attended the Planning Commission meeting, as well as a meeting with the Mayor, and said he attended campaign events.

Councilmember Myers reported on a housing subcommittee meeting, where the strategic housing plan draft was discussed, as well as property tax. She said there is an effort to change the property to an inflation-based rate with a larger exemption for primary residences. She said she met with the homelessness group as well as the Mayor. She mentioned the ballfield use, and commented on a fundraiser for Seekhaven, which is considering expansion of services to San Juan County. She also mentioned the Residential Utility Assistance Program.

Councilmember Taylor reported he met with the Mayor and brought up the ballfields and their great benefit to city residents and visitors. He mentioned the recent mountain bike festival and a Jeep jamboree. He praised the high school mountain bike team for winning the state championship again.

Councilmember Knuteson-Boyd reported she met with the Mayor and appreciated Sena Taylor’s op-ed in the local paper regarding the Canyonlands Care Center.

Mayor Langianese reported the cut to federal food assistance (SNAP) will affect 588 local residents. She mentioned the CNHA and MIC food drives for affected federal employees. The Mayor mentioned the local preschool will visit City Hall on Halloween to parade costumes. She reminded listeners to return ballots to polling places and the next regular City Council meeting date would be Wednesday, November 12.

Adjournment:

Councilmember Knuteson-Boyd moved to adjourn the meeting. Councilmember Topper seconded the motion. The motion passed unanimously. The Mayor adjourned the meeting at 7:19 p.m.

APPROVED: _____ ATTEST: _____
Joette Langianese, Mayor Sommar Johnson, City Recorder

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 10/23/2025 to 10/29/2025

<u>Payee Name</u>	<u>Reference Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Void Date</u>	<u>Void Amount</u>	<u>Source</u>
UTAH LOCAL GOVERNMENTS TRUST	20251027	10/27/2025	\$8,485.44			Purchasing
UTAH STATE DIVISION OF FINANCE	278890	10/29/2025	\$32,711.38			Purchasing
A & E ELECTRIC INC	278891	10/29/2025	\$1,107.51			Purchasing
AMAZON CAPITAL SERVICES	278892	10/29/2025	\$8,292.49			Purchasing
BGSHWN MOBILE WELDING & REPAI	278893	10/29/2025	\$600.00			Purchasing
BOWEN COLLINS & ASSOCIATES INC.	278894	10/29/2025	\$882.00			Purchasing
BROS ROOFING, LLC	278895	10/29/2025	\$31,837.17			Purchasing
CANYONLANDS AUTO & MINING SUP	278896	10/29/2025	\$349.92			Purchasing
CEM AQUATICS	278897	10/29/2025	\$94.20			Purchasing
CIVIL SCIENCE INFRASTRUCTURE IN	278898	10/29/2025	\$58,674.50			Purchasing
DEPARTMENT OF PUBLIC TRANSFOR	278899	10/29/2025	\$600.00			Purchasing
DESERT WEST OFFICE SUPPLY	278900	10/29/2025	\$120.27			Purchasing
DISCOUNTCELL LLC	278901	10/29/2025	\$359.10			Purchasing
Flanders, Tyren	278902	10/29/2025	\$68.00			Purchasing
FOUR CORNERS DESIGN CENTER	278903	10/29/2025	\$178.15			Purchasing
FRONTIER	278904	10/29/2025	\$1,849.57			Purchasing
GRAND TIRE PROS	278905	10/29/2025	\$1,871.52			Purchasing
HANSEN ALLEN & LUCE INC	278906	10/29/2025	\$12,548.25			Purchasing
HOLDER, CARL	278907	10/29/2025	\$20.01			Purchasing
INTERMOUNTAIN FARMERS ASSOCIA	278908	10/29/2025	\$911.71			Purchasing
KILGORE COMPANIES LLC	278909	10/29/2025	\$358.82			Purchasing
LES OLSON COMPANY	278910	10/29/2025	\$233.64			Purchasing
Means, Colby	278911	10/29/2025	\$68.00			Purchasing
METERWORKS INC.	278912	10/29/2025	\$36,846.98			Purchasing
MILLER, MURICE	278913	10/29/2025	\$250.00			Purchasing
MOAB AUTO PARTS INC.	278914	10/29/2025	\$3.74			Purchasing
MOAB SUN NEWS	278915	10/29/2025	\$270.00			Purchasing
PACKARD WHOLESALE	278916	10/29/2025	\$1,181.19			Purchasing
PIPE DREAM LLC	278917	10/29/2025	\$776.00			Purchasing
PROFESSIONAL DOCUMENT SOLUTI	278918	10/29/2025	\$71.25			Purchasing
QUALITY HVAC MOAB	278919	10/29/2025	\$808.76			Purchasing
ROCKY MOUNTAIN POWER	278920	10/29/2025	\$51.30			Purchasing
SCOOTER'S TOOLS LLC	278921	10/29/2025	\$504.90			Purchasing
TURNER LUMBER OF MOAB	278922	10/29/2025	\$4.99			Purchasing
U.S. POSTMASTER	278923	10/29/2025	\$476.08			Purchasing
WALKER DRUG	278924	10/29/2025	\$46.47			Purchasing
WALKER'S TRUE VALUE HARDWARE	278925	10/29/2025	\$1,489.59			Purchasing
WEST COAST CODE CONSULTANTS (278926	10/29/2025	\$110.00			Purchasing
WINGATE MOTION LLC	278927	10/29/2025	\$1,000.00			Purchasing
			\$206,112.90		\$0.00	

MOAB CITY CORPORATION
Disbursement Listing
MACU Checking - 10/30/2025 to 11/05/2025

<u>Payee Name</u>	<u>Reference Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Void Date</u>	<u>Void Amount</u>	<u>Source</u>
AARON P. WISE ATTORNEY AT LAW	278928	11/05/2025	\$3,000.00			Purchasing
AMAZON CAPITAL SERVICES	278929	11/05/2025	\$7,477.64			Purchasing
CANYONLANDS AUTO & MINING SUP	278930	11/05/2025	\$137.99			Purchasing
CODE PUBLISHING COMPANY	278931	11/05/2025	\$245.00			Purchasing
COWDELL LAW	278932	11/05/2025	\$3,000.00			Purchasing
CUSTOMER REFUNDS	278933	11/05/2025	\$95.00			Purchasing
CUSTOMER REFUNDS	278934	11/05/2025	\$80.00			Purchasing
CUSTOMER REFUNDS	278935	11/05/2025	\$150.00			Purchasing
DESERT MOUNTAIN CORPORATION	278936	11/05/2025	\$4,323.08			Purchasing
DESERT WEST OFFICE SUPPLY	278937	11/05/2025	\$119.98			Purchasing
EMERY TELCOM	278938	11/05/2025	\$2,105.29			Purchasing
GRAND TIRE PROS	278939	11/05/2025	\$1,136.00			Purchasing
GRAND WATER & SEWER AGENCY	278940	11/05/2025	\$165.45			Purchasing
INTERMOUNTAIN FARMERS ASSOCIA	278941	11/05/2025	\$3,199.70			Purchasing
KILGORE COMPANIES LLC	278942	11/05/2025	\$62.67			Purchasing
MOAB SIDE X SIDE ADVENTURES	278943	11/05/2025	\$877.50			Purchasing
NUSO LLC	278944	11/05/2025	\$427.35			Purchasing
PACKARD WHOLESALE	278945	11/05/2025	\$923.50			Purchasing
PIPE DREAM LLC	278946	11/05/2025	\$3,135.70			Purchasing
PITNEY BOWES INC - PURCHASE PO	278947	11/05/2025	\$500.00			Purchasing
PROVELOCITY	278948	11/05/2025	\$3,114.00			Purchasing
REVCO LEASING COMPANY	278949	11/05/2025	\$2,897.15			Purchasing
RIVER CANYON WIRELESS	278950	11/05/2025	\$84.99			Purchasing
RIZE STUDIO	278951	11/05/2025	\$200.00			Purchasing
SAFETY SUPPLY & SIGN CO. INC	278952	11/05/2025	\$1,927.50			Purchasing
SCOOTER'S TOOLS LLC	278953	11/05/2025	\$74.90			Purchasing
THE BENNETT GROUP DC	278954	11/05/2025	\$6,000.00			Purchasing
THE MOAB TIMES-INDEPENDENT	278955	11/05/2025	\$1,224.60			Purchasing
WALKER DRUG	278956	11/05/2025	\$25.31			Purchasing
WALKER'S TRUE VALUE HARDWARE	278957	11/05/2025	\$159.45			Purchasing
WASH-IT EXPRESS	278958	11/05/2025	\$436.82			Purchasing
BGSHWN MOBILE WELDING & REPAI	278959	11/05/2025	\$829.50			Purchasing
BOWEN COLLINS & ASSOCIATES INC.	278960	11/05/2025	\$2,890.00			Purchasing
CHEMTECH-FORD LLC	278961	11/05/2025	\$578.00			Purchasing
DOI/BLM	278962	11/05/2025	\$130.00			Purchasing
DORSETT TECHNOLOGIES INC.	278963	11/05/2025	\$850.00			Purchasing
ESRI	278964	11/05/2025	\$7,123.00			Purchasing
FERGUSON US HOLDINGS, INC.	278965	11/05/2025	\$758.19			Purchasing
GRAND JUNCTION WINWATER WORK	278966	11/05/2025	\$1,589.84			Purchasing
HANK WILLIAMS INC.	278967	11/05/2025	\$384,474.97			Purchasing
HANSEN ALLEN & LUCE INC	278968	11/05/2025	\$9,495.50			Purchasing
METERWORKS INC.	278969	11/05/2025	\$6,478.80			Purchasing
PETERSON PLUMBING SUPPLY	278970	11/05/2025	\$1,301.03			Purchasing
SOUTHEASTERN UTAH DISTRICT HE	278971	11/05/2025	\$480.00			Purchasing
			\$464,285.40		\$0.00	



TITLE:

Consideration and Possible Approval of City of Moab Ordinance 2025-16, An Ordinance of the Moab City Council of Moab Annexing the Shamrock 25, LLC Property at 1410 S. Highway 191 to the City of Moab and Assigning the Zone of C-4 General Commercial to the Parcel

DISPOSITION: Discussion and possible action

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

ATTACHMENT/S:

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

STAFF RECOMMENDATION: Approval with or without modifications

OTHER OPTIONS: Continue action on the item and give specific direction to the applicant and staff as to additional information needed, or denial of approval.

RECOMMENDED MOTION: I move to approve City of Moab Ordinance 2025-16, An Ordinance of the Moab City Council of Moab Annexing the Shamrock 25, LLC Property at 1410 S. Highway 191 to the City of Moab and Assigning the Zone of C-4 General Commercial to the Parcel

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. On September 23rd, 2025 Moab City Council accepted the petition. On October 7th, 2025, the petition was certified. On October 23rd, 2025 the Moab City Planning Commission forwarded a positive recommendation of City of Moab Ordinance 2025-16 to the Moab City Council.



RELEVANT LAWS, STUDIES & PLANS:

Annexation Map, Future Land Use Map, Utah Code § 10-2-807, and MMC 1.32

RESPONSIBLE DEPARTMENT:

Moab City Recorder's Office, Planning Department

FINANCIAL IMPACT:

N/A

WHEN RECORDED RETURN TO:

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

Ent 556204 Bk 976 Pg 896 - 918
Date: 09-JUL-2025 3:31:12PM
Fee: \$40.00 Credit Card Filed By: LS
GINA K NELSON, Recorder
GRAND COUNTY CORPORATION
For: SHAMROCK 25 LLC

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 25 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 fifty-four (54) units, of which 50% or twenty-seven (27) 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 twenty-seven (27) 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 twenty-seven (27) 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 twenty-seven (27) 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 25 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)

SHAMROCK 25 LLC

By: 

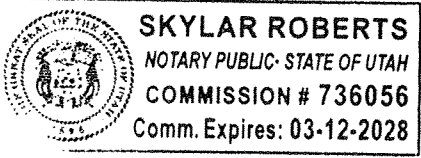
Ellen Weinstein, its Manager

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

On the 6th day of June, 2025, personally appeared before me Ellen Weinstein, who being duly sworn, did say that she is the Manager of Shamrock 25 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.

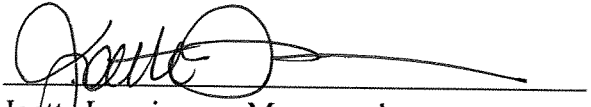
State of Utah

NOTARY PUBLIC

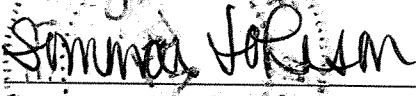


IN WITNESS WHEREOF, this Agreement has been executed by the Moab City Council as the land use authority for pre-annexation agreements under Moab City Municipal Code 17.72.100(A), and by a duly authorized representative of Property Owner on this 11 day of JUNE, 2025.

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

EXHIBIT A

Legal Description

Beginning 927.5 feet West of the Southeast 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°03' East along said right of way 280.0 feet; thence South 262.0 feet to the point of beginning.

EXHIBIT B

General Plan Annexation Area Boundary Description

Future Annexation Boundary - General Plan

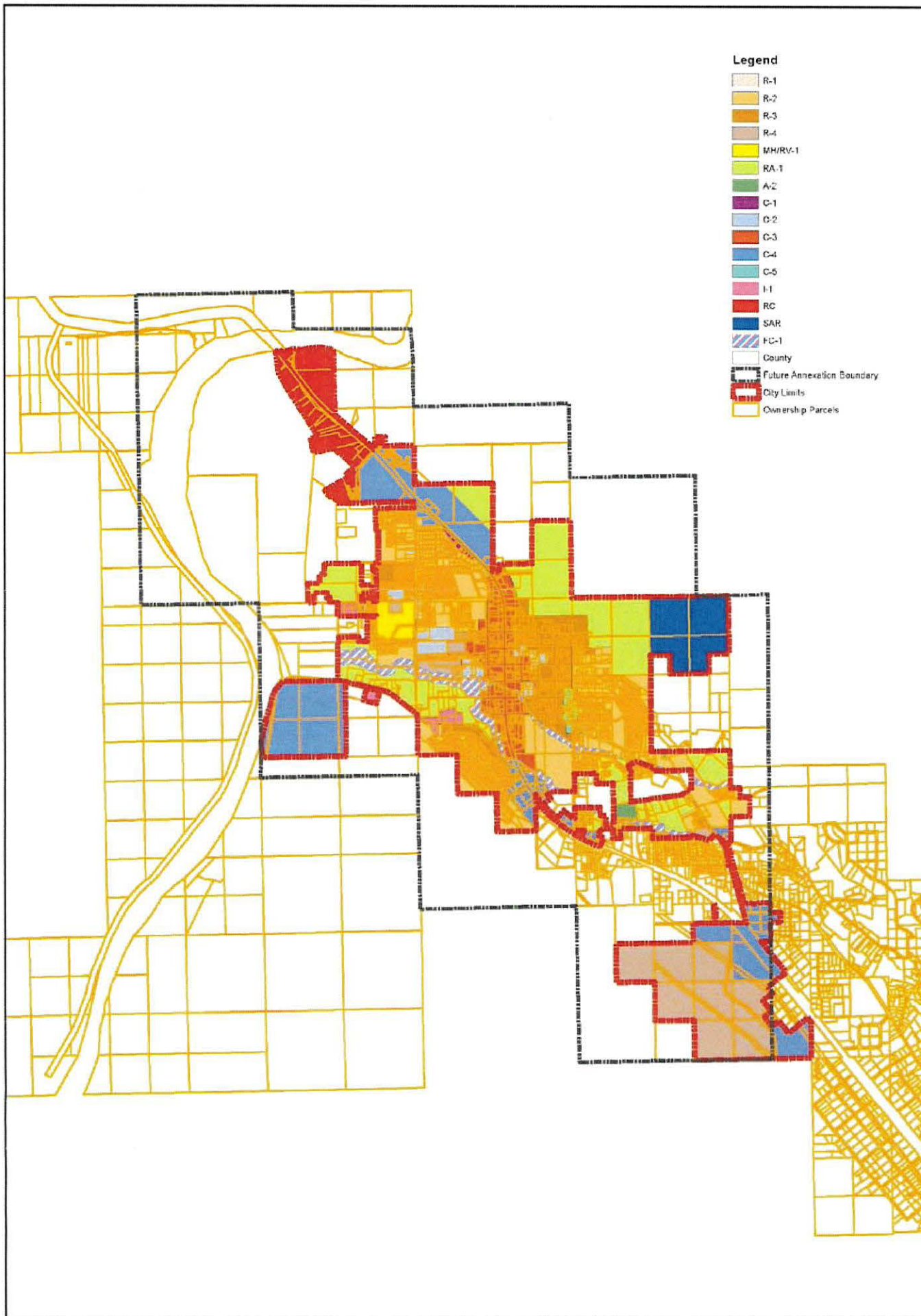
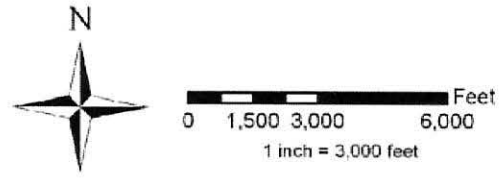
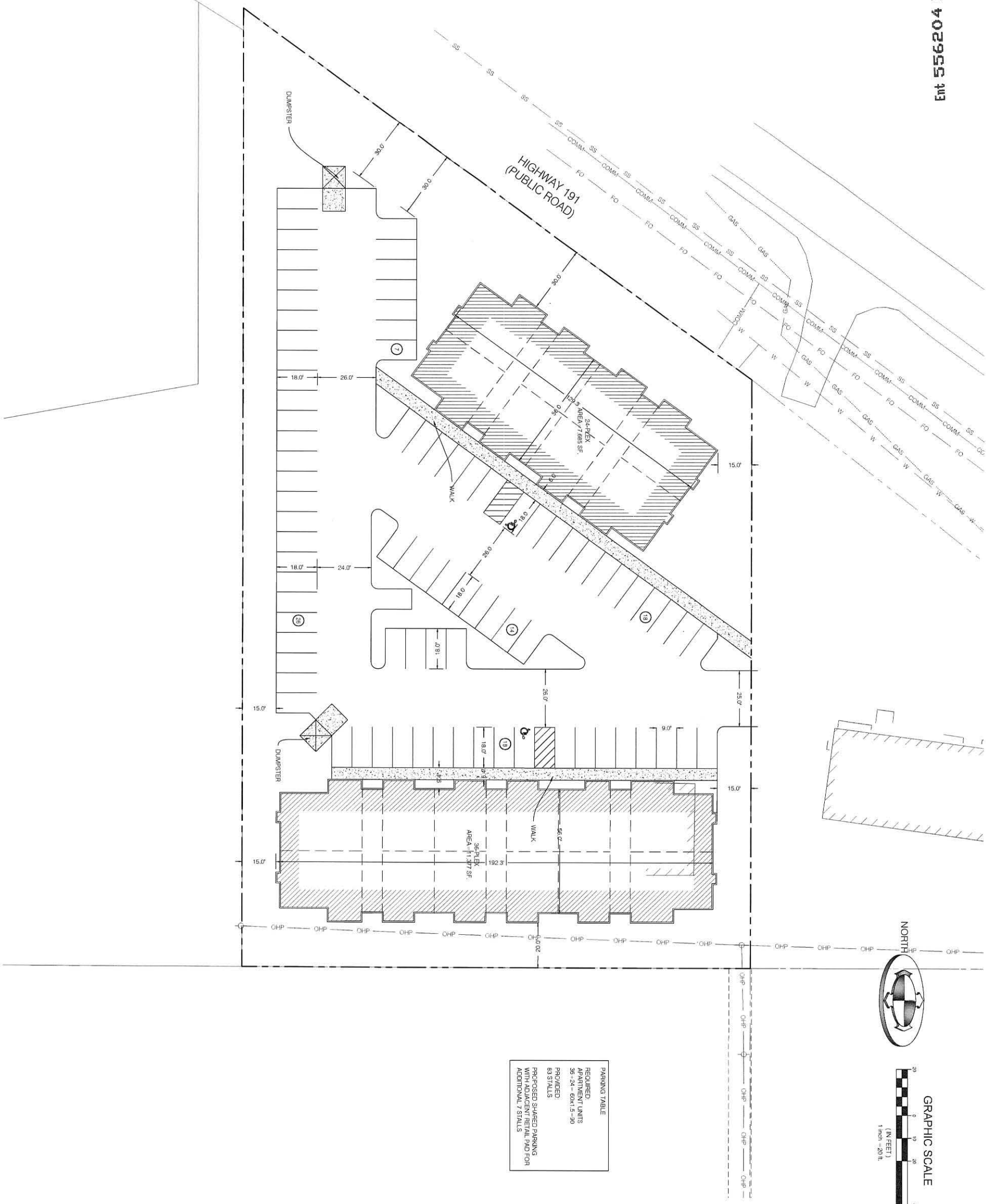
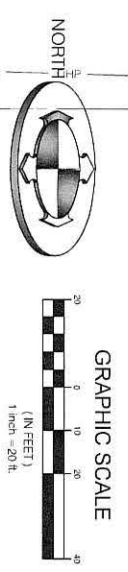


EXHIBIT C

Site Plan



PARKING TABLE
 REQUIRED APARTMENT UNITS
 36 - 24 - 60x1.5 - 90
 PROVIDED
 53 STALLS
 PROPOSED SHARED PARKING
 WITH ADJACENT RETAIL PAD FOR
 ADDITIONAL 7 STALLS



PROJECT NUMBER
24-08

REVISIONS

SHEET TITLE

**CONCEPT
 SITE PLAN**

PROJECT/OWNER

**RED ROCK FLATS
 PHASE II**
 1480 SOUTH
 HIGHWAY 191
 MOAB, UTAH
 SHAMROCK PROPERTIES

ARCHITECT

NICHOLS • NAYLOR
 ARCHITECTS
 10459 SOUTH 1300 WEST SUITE 201
 SOUTH JORDAN, UTAH 84095 (801) 487-3330



DATE
6 FEBRUARY 2024

SHEET NUMBER

AS1

EXHIBIT D

Restrictive Covenant Agreement

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 25 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], 2025, 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], 2025 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 fifty-four (54) units, of which 50% or twenty-seven (27) 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 construct a minimum of twenty-seven (27) 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 twenty-seven (27) 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 twenty-seven (27) 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 _____ 2025.

Shamrock 25 LLC

Ellen Weinstein
Its Manager

Acknowledgement

State of Utah)
 §
County of Grand)

On this ____ day of _____ 2025, **ELLEN WEINSTEIN**, acting in her authorized capacity as _____ of Shamrock 25 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 _____ 2025.

City of Moab, Utah

Joette Langianese, Mayor

Acknowledgement

State of Utah)
 §
County of Grant)

On this ____ day of _____ 2025, **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

**SHAMROCK 25 LLC
1410 SOUTH HIGHWAY 191
PETITION FOR ANNEXATION
STAFF REPORT**



CITY OF MOAB PLANNING DEPARTMENT

To: Moab City Planning Commission
From: Johanna Blanco, Associate Planner
Date: October 16, 2025
Re: Annexation of Shamrock 25 LLC. Property, Petition for Annexation

City Annexation Proposal

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

PARCEL ID NUMBER: 02-0007-0007 (1.83 acres) Totaling Approximately 79,715 square feet.

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

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

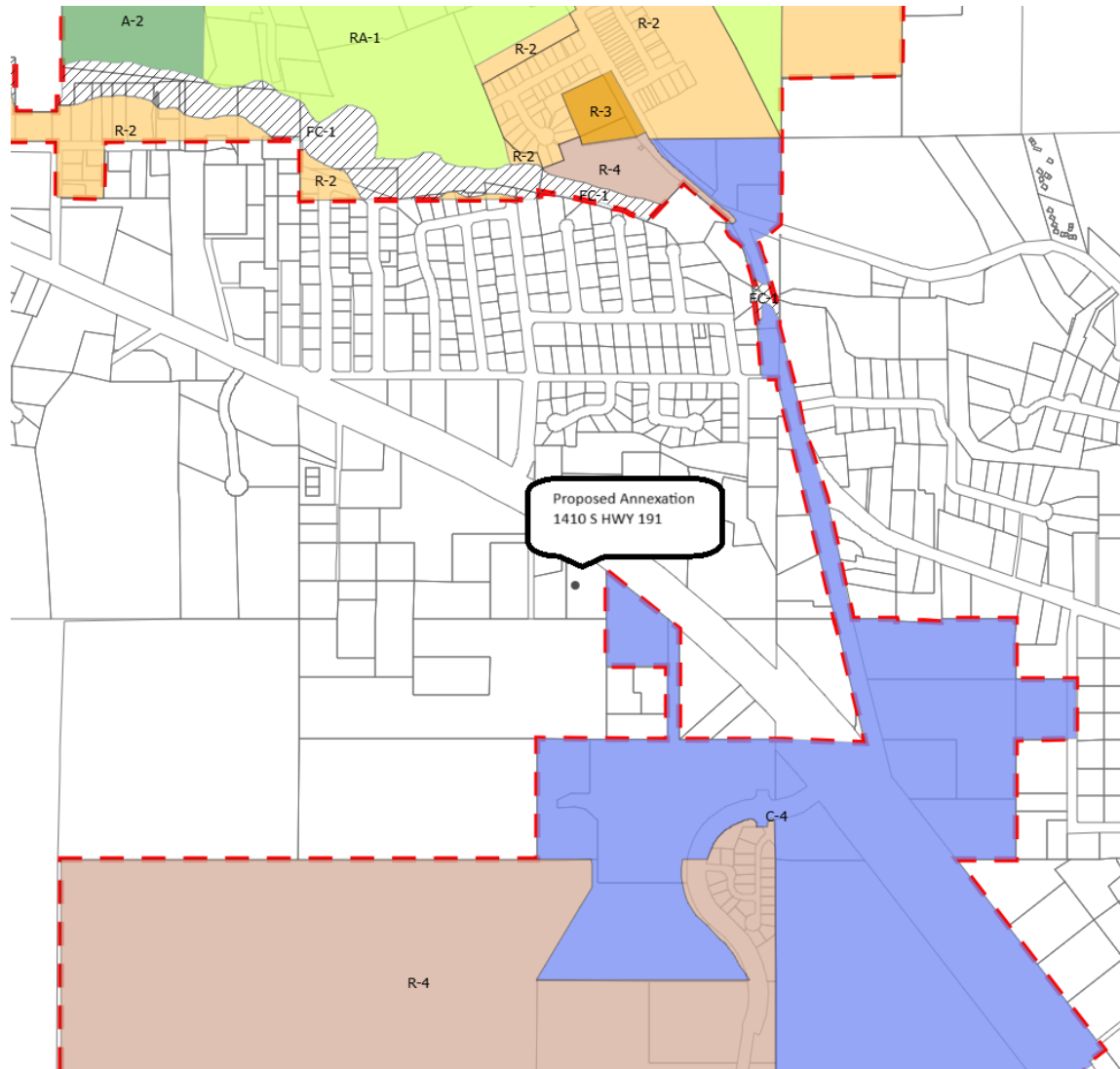
REQUEST: Shamrock 25 LLC is requesting their property be annexed into Moab City's jurisdiction. The subject property proposed to be annexed is approximately 1.83 acres; located at approximately 1410 South Highway 191, Grand County, Utah. The proposed annexation will bring the property into the City of Moab's jurisdiction. [Section 1.32](#) of the Moab Municipal Code Governs the Annexation of land into the City.

ATTACHMENTS:

- I. GRAND COUNTY ZONING MAP
- II. PROPOSED SITE PLAN
- III. FUTURE LAND USE MAPS
- IV. HC & C-4 MATRIX

PROJECT DESCRIPTION:

Shamrock 25 LLC is the owner of the parcel of land located at approximately 1410 South Highway 191 in unincorporated Grand County. The total size of the property to be annexed is approximately 1.83 acres. The current Grand County zoning district for the property is HC Highway Commercial. If the property was to be annexed into the City of Moab jurisdiction, the applicant has requested they be designated in C-4 General Commercial Zone (see the vicinity map below for location of property). The proposed use, once annexed, will be two apartment buildings, one with 24 units and one with 36 units.



The property to the north (across HWY 191) is currently a motel/ hotel use within Grand County Jurisdiction (HC zone); The property to the west is a single family dwelling (Small Lot Residential zone); the property to the east is a recently annexed property (C-4); and the properties to the south are residential uses in unincorporated Grand County.

PRE-ANNEXATION AGREEMENT:

As part of the Annexation process, the applicant has submitted a pre-annexation agreement. The agreement was received by the City of Moab on February 16, 2023, and was approved by the Moab City Council on February 27th, 2024. The agreement would permit Shamrock 25 LLC to develop the property as a multi-household project. In addition, the pre-annexation agreement will run with the land upon any change of ownership.

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

Zoning Designation

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

Designated Uses

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

In addition, the agreement would require that 50% , 27 units, of the proposed 54 units be designated as Active Employment Units, in compliance with the Moab Municipal Code (MMC) Chapter 17.64 Active Employment Households. In compliance with the MMC, none of the residential units could be used for short-term rentals. If the property owner reduces the number of proposed units, they will still need to construct 27 AEH units. If they develop less than 27 units, 100% of the units need to be designated for AEH.

CITY OF MOAB GENERAL PLAN:

ANNEXATIONS:

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

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

- *Provide housing opportunities for all residents in the community*

Allowing property along Highway 191 to be developed for multi-household development will provide 60 housing units and 30 deed-restricted restricted for those who live and work in the community.

- *Encourage a resilient economy, with a mix of year-round jobs offering competitive salaries, a skilled and educated workforce, and an entrepreneurial culture.*

The property's proximity to the USU campus lends itself to student housing, which could increase the educated workforce of Moab.

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

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

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

GENERAL PLAN MAPS:

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

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

ELEMENTS, GOALS AND POLICIES IN THE GENERAL PLAN

ELEMENT 1: ECONOMIC DEVELOPMENT

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

Policy 14: Support ongoing higher education programs in Moab and the pursuit of a local destination campus.

Action Step:

a. Require concurrent development of housing affordable to the numbers and income mix of students, faculty and staff generated by the campus development on properties adjacent to the campus.

Findings: The proposed development will be required to deed-restrict 50% of units to students or those who live and work in Grand County. This may create a mix of housing prices suitable for the needs of those attending and teaching at the USU campus.

ELEMENT 3: LAND USE AND GROWTH

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

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

Action Steps:

c. Encourage mixed-use development where appropriate.

Findings: The C-4 zone lends itself to mixed development, even if the proposed project is planned for multi-household development, with this zoning, the future of the site could hold commercial space by-right.

GOAL 8: Promote a variety of housing types and neighborhoods for primary residences.

Policy 1: Work with developers and neighborhoods to promote different densities and forms.

Action Steps:

b. Promote compact design and development that maximizes the efficiency of City services.

Findings: The density of the proposed development is approximately 1 unit/ 1,300 square feet. The City's next highest density zone, R-3, requires 2,000 square feet for each unit. The utilization of the C-4 zone for dwellings promotes compact design.

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

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

Action Steps:

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

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

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

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

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

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

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

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

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

e. Develop a master plan for each annexation area.

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

2023 MOAB AREA AFFORDABLE HOUSING PLAN

Supply

Goal #1 Meet the Housing Needs Projections included in the MAAHP.

Action Step: Use density increases—through zoning tools and density bonuses—for the benefit of strengthening workforce and affordable housing goals.

Findings: The utilization of the C-4 density in the proposed project will create 60 of the projected 952 new units needed by 2030.

MOAB MUNICIPAL CODE:

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

General Requirements for Proposed Development:

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

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

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

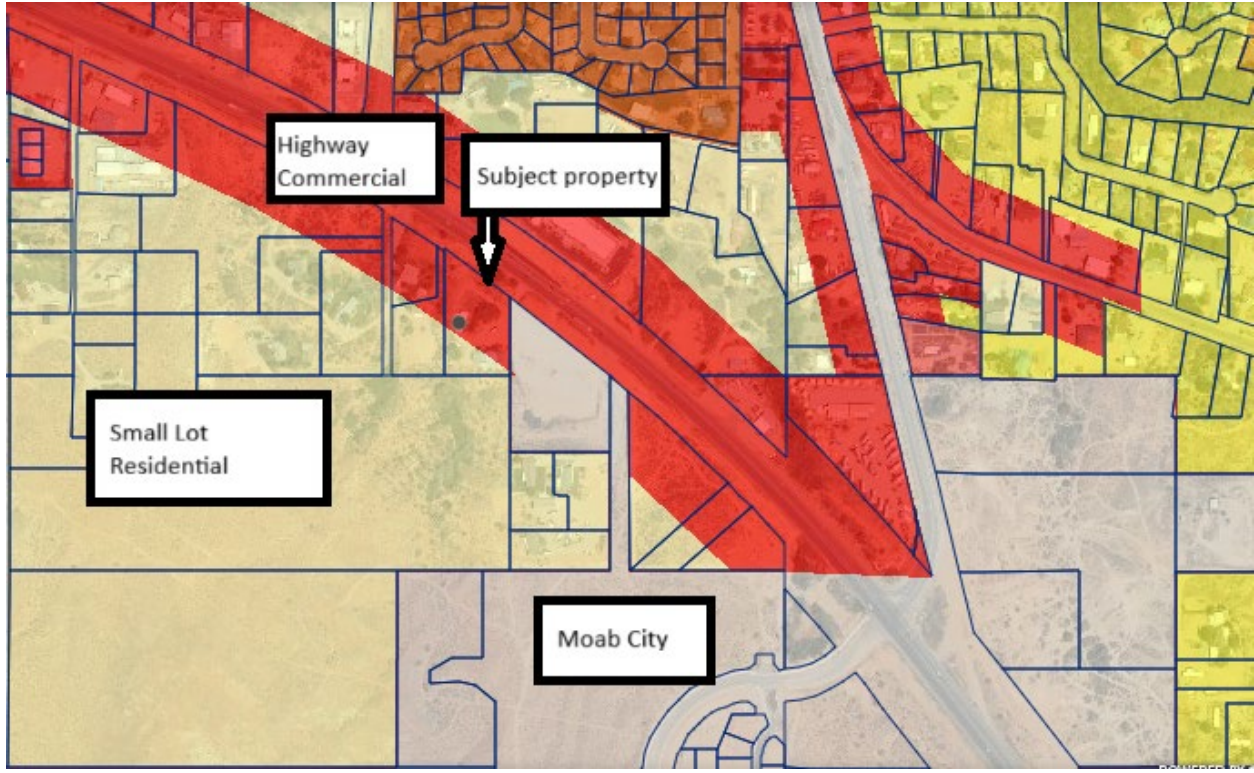
Parking table				
Use	Units	Parking Calculation	Required	Provided
Apartments	60	1.5 space per unit	90	83
Shared			7	-

Specific Requirements for the C-4 Zoning District:

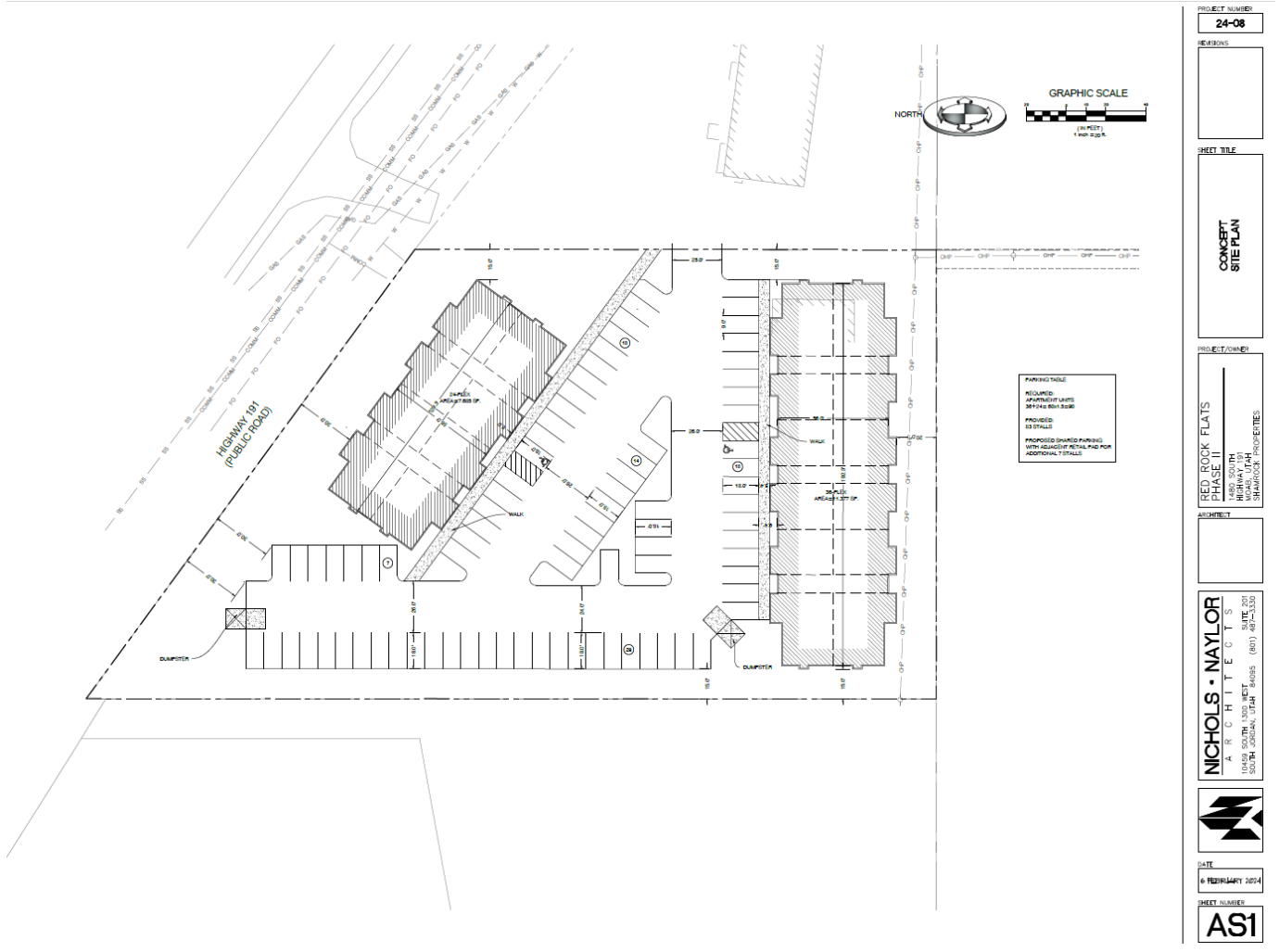
This is the list of allowed uses in the C-4 Zone. Highlighted uses are similar uses allowed in the Current HC zone (Section [17.27.020](#)):

<i>Asphalt/Concrete Batching Plant, Temporary</i>	Farm equipment sales	Professional offices	Utility provider structures and buildings.
Assembly of appliances from previously prepared parts.	Funeral establishments.	Public facilities	Vehicle repair
Auction houses.	<i>Ground-Floor Employee Dwellings.</i>	Public and private research establishments	Vehicle sales
Auto body and fender shops, auto painting, welding, and sheet metal shops.	Gymnasiums	<i>Recreational Vehicle Park or Campground (Established).</i>	Warehouses
Bars.	Hardware stores and lumber yards	<i>Restaurant with Outdoor Dining, Permanent</i>	Wholesale establishments with stock on premises
Brewpubs	<i>Historic Dwelling.</i>	<i>Restaurants with Outdoor Dining, Seasonal.</i>	Wireless telecommunication towers
Caretaker dwellings	Hospitals	Retail establishments	
Day care.	Laboratories	Schools.	
Dwellings above the ground floor of a nonresidential structure	<i>Manufactured Home Sales.</i>	Secondhand stores	
Multi-household dwellings	Manufacturing, compounding, and processing.	Self-storage warehouses	
Eating establishments.	Microbreweries and distilleries	Service establishments.	
Engraving and printing establishments	Parking lots (commercial)	Service stations	
<i>Established Overnight Accommodations.</i>	<i>Places of Worship.</i>	Trucking companies.	

I. GRAND COUNTY ZONING MAP



I. PROPOSED SITE PLAN



PROJECT NUMBER
24-08

REVISIONS

SHEET TITLE
CONCEPT SITE PLAN

PROJECT/OWNER
RED ROCK FLATS PHASE II
1480 SOUTH
MOUNTAIN VIEW
SANDY, UTAH
SHARROCK PROPERTIES

ARCHITECT

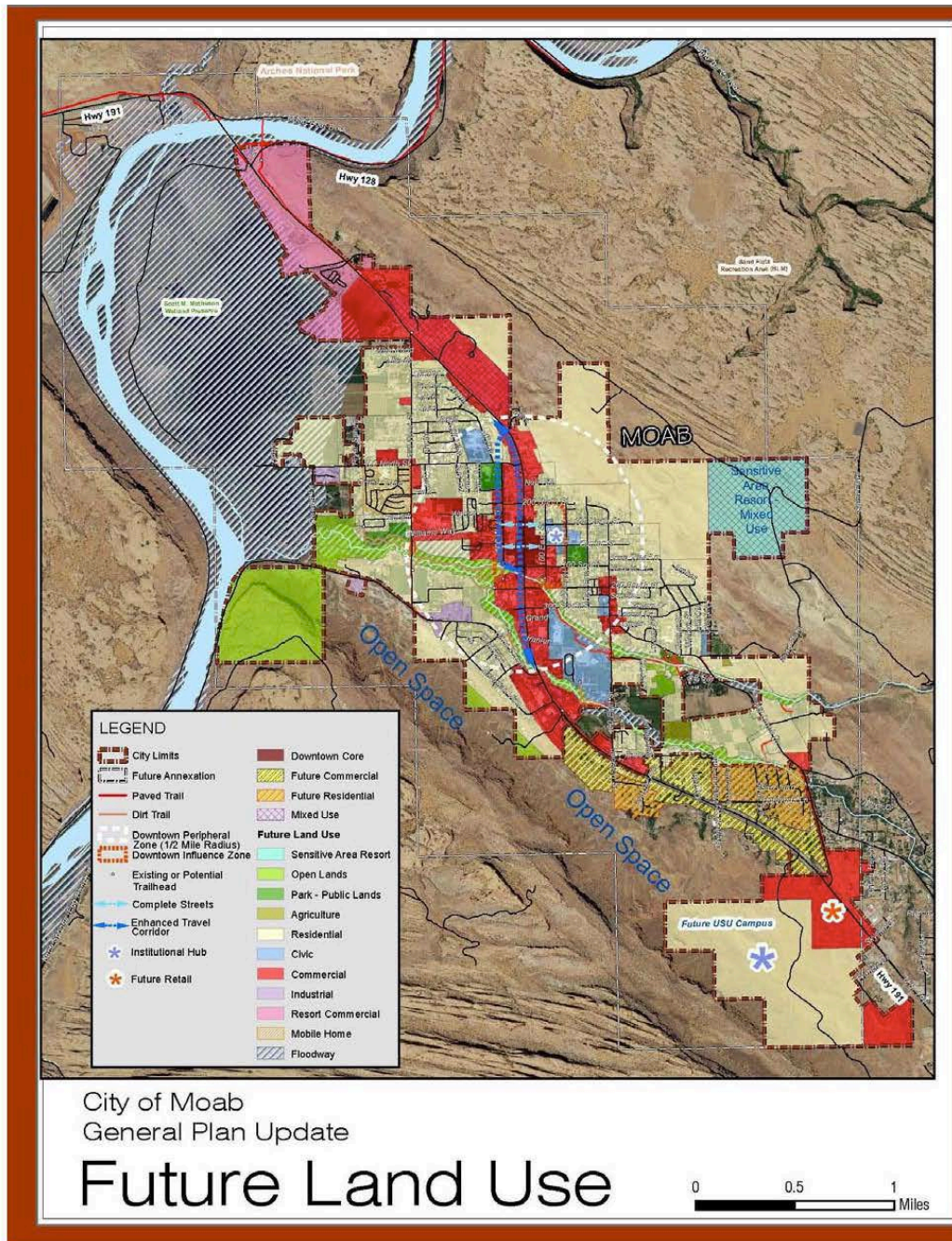
NICHOLS • NAYLOR
ARCHITECTS
10045W SOUTH 1300 WEST SUITE 201
SANDY, UTAH 84086 (801) 487-2200



DATE
6 FEBRUARY 2024

SHEET NUMBER
ASI

II. GENERAL PLAN MAPS



III. HC&C-4 MATRIX

HC Highway Commercial Grand County

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

Screening and Buffer Requirements when adjacent to Residential Uses:

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

Specific Requirements for the HC Zoning District

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

List of allowed uses in the HC Zone:

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

C-4 General Commercial Moab City

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

Screening and Buffer Requirements when adjacent to Residential Uses:

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

Specific Requirements for the C-4 Zoning District:

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

List of allowed uses in the C-4 Zone:

- Asphalt/Concrete Batching Plant, Temporary (Not to Exceed One Calendar Year).
- Assembly of appliances from previously prepared parts.
- Auction houses.
- Auto body and fender shops, auto painting, welding and sheet metal shops.
- Bars.
- Brewpubs.
- Caretaker dwellings.
- Day care.
- Dwellings above the ground floor of a nonresidential structure.
- Multi-household dwellings on ground floor
- Eating establishments.
- Engraving and printing establishments.
- Established Overnight Accommodations.
- Farm equipment sales.
- Funeral establishments.
- Ground-Floor Employee Dwellings.
- 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



RED ROCKS II ANNEXATION POLICY MATRIX

MUNICIPAL CODE ANALYSIS

SECTION: 1.32.030

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

Title	Section	Factor	Finding	Rationale
Annexation Policy Plan	1.32.030C.	c. The property must not be included within the boundaries of another incorporated municipality.	Complies	The parcel to be annexed is in an unincorporated Grand County area.
Annexation Policy Plan	1.32.030C.	d. The annexation must not create unincorporated islands within the boundaries of the City.	Complies	The annexation will not create a non existing island within unincorporated Grand County
Annexation Policy Plan	1.32.030C.	e. The property proposed to be annexed hereunder will not be annexed for the sole purpose of acquiring municipal revenue or for retarding the capacity of any other municipality to annex into the same or related area.	Complies	The annexation will meet all the criteria for annexation and was not selected based on revenue gain.
Annexation Policy Plan	1.32.030C.	2. The City will evaluate the following for each annexation:	Complies	
Annexation Policy Plan	1.32.030C.	a. Compliance with all requirements of appropriate state code provisions.	Complies	Moab City's Annexation policy is based on Utah State Code and any annexations reviewed will reflect state code requirements.
Annexation Policy Plan	1.32.030C.	b. The current and potential population of the area, and the current residential densities.	Complies	Residential density is calculated in Staff Report.
Annexation Policy Plan	1.32.030C.	c. Land uses proposed in addition to those presently existing.	Complies	The property abuts another City property zone C-4. Multi-Household dwellings are a permitted use in the C-4 zone.
Annexation Policy Plan	1.32.030C.	d. The assessed valuation of the current properties or proposed uses.	Complies	The proposed use will develop a property that is otherwise underutilized.
Annexation Policy Plan	1.32.030C.	e. The potential demand for various municipal services, especially those requiring capital improvements.	Complies	Any required improvements will be identified during the Development Review Team and permitting process.
Annexation Policy Plan	1.32.030C.	f. Recommendations of other local government jurisdictions regarding the proposal and potential impact of the annexation.	Complies	Moab City has not yet received feedback from other jurisdictions.
Annexation Policy Plan	1.32.030C.	g. How the proposed area, and/or its potential land uses would contribute to the achievement of the goals and policies of the City.	Complies	<p>The proposed annexation will meet the following goal:</p> <ul style="list-style-type: none"> ●Promote a vibrant local economy that supports the unique quality of life and character of Moab. ●Encourage a diverse, compact, and efficient land use pattern that promotes resident quality of life and is aligned with the city's character, economy, and vision. ●Promote appropriate commercial development while maintaining quality of life for residents. ●Consider annexations that provide a benefit to the community ●Promote a variety of housing types and neighborhoods for primary residences. ●Meet the Housing Needs Projections included in the MAHP.
Annexation Policy Plan	1.32.030C.	h. Identification of any special districts or county departments that are currently providing services. If the proposed area is receiving services that are to be assumed by the City, a statement should be included indicating that steps can be taken to assure an effective transition in the delivery of services. A timetable for extending services should be included if the City is unable to provide services immediately. If the proposed area is receiving services that are not going to be assumed by the City a statement to that effect will be included in the annexation agreement.	Complies	The parcel is not in a special purpose district. The parcel has existing utility services provided and there are no plans of making changes to the existing services.
Annexation Policy Plan	1.32.030C.	i. If an application for annexation includes a specific proposal for urban development, an understanding as to the provision of improvements should be concluded between the City and the applicant.	Complies	The pre-annexation agreement outlines how these requirements will be met.

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

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

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

Notice of Intent to File a Petition to Annex

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

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

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

You may obtain more information on the proposed annexation by contacting Shamrock 25 LLC, PO Box 711699, Salt Lake City, UT 84171-1699, weinstein@shamrock-communities.com, Sommar Johnson, Moab City Recorder 217 E. Center Street, Moab Utah 84532 sommar@moabcity.gov, or Gina Nelson, Grand County Recorder 125 E. Center Street, Moab, Utah 84532, gnelson@grandcountyutah.gov. Once filed, the annexation petition will be available for inspection and copying at the office of the Moab City Recorder.

The parcel numbers of the parcels to be annexed are Grand County Parcel Nos. 02-0007-0007 Numbers here.

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

DESCRIPTION PER TITLE REPORT

BEGINNING 671.5 FEET WEST OF THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 22 EAST, THENCE NORTH 42° 27' 18" WEST TO HIGHWAY 191, THENCE SOUTH 59° 07' 58" EAST ALONG SAID HIGHWAY 191 TO THE POINT OF BEGINNING.

TITLE INFORMATION

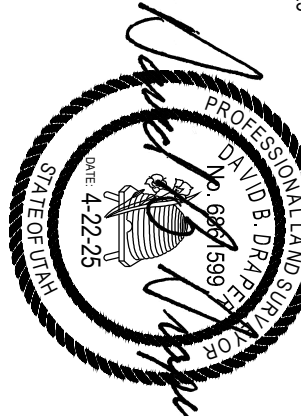
THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. ALL INFORMATION REGARDING THE EXISTENCE OF EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS IN THE LAND IS THE RESPONSIBILITY OF THE CLIENT. THE SURVEYOR HAS REVIEWED THE PUBLIC RECORDS FOR THE PARCEL AND HAS FOUND NO RECORDS THAT WOULD AFFECT THIS PARCEL.

SCHEDULE B, PART II EXCEPTIONS

- GRANT OF EASEMENT AND/OR RIGHT-OF-WAY AND THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED THEREIN, SHAWBROOK COMMUNITIES LLC, A UTAH LIMITED LIABILITY COMPANY, DID REPUBLIC NATIONAL TITLE INSURANCE COMPANY, RECORDED JULY 31, 1993, ENTRY NO. 296524.
- BOOK 9 OF THE OFFICIAL RECORDS, SURVEY FINDINGS RECORD LOCATION OF EASEMENT LANDS NORTHEASTLY OF SUBJECT PARCEL, IN FAVOR OF SPANISH VALLEY WATER AND SEWER IMPROVEMENT DISTRICT, RECORDED OCTOBER 29, 1982, ENTRY NO. 296524.
- BOOK 341 OF THE OFFICIAL RECORDS, PAGE 632 OF THE OFFICIAL RECORDS, SURVEY FINDINGS RECORD LOCATION OF EASEMENT LANDS NORTHEASTLY OF SUBJECT PARCEL, IN FAVOR OF SPANISH VALLEY WATER AND SEWER IMPROVEMENT DISTRICT, RECORDED OCTOBER 29, 1982, ENTRY NO. 296524.
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SURVEYORS CERTIFICATE

TO SHAWBROOK COMMUNITIES LLC, A UTAH LIMITED LIABILITY COMPANY, DID REPUBLIC NATIONAL TITLE INSURANCE COMPANY:
 THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/SURVEY LAND SURVEYS AS ESTABLISHED AND ADOPTED BY ALTA AND NSPS. THE FIELD WORK WAS COMPLETED ON DATE OF PLAN OR MAP, NOVEMBER 30, 2023.



SURVEY NARRATIVE

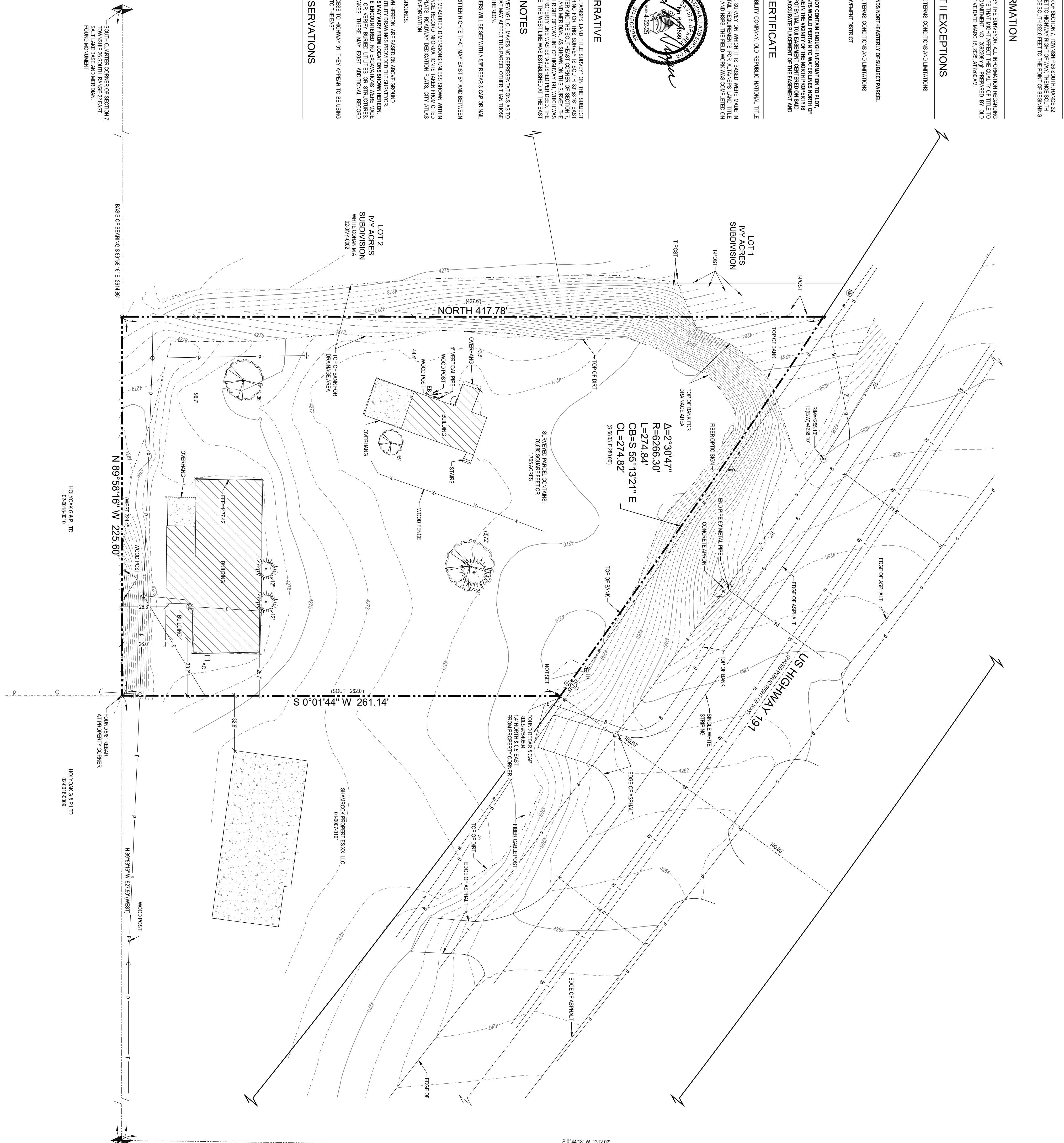
THE PURPOSE OF THIS SURVEY IS TO PROVIDE AN ALTA/SURVEY LAND TITLE SURVEY ON THE SUBJECT PROPERTY PER CLIENTS REQUEST. THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 89° 58' 16" EAST ALONG THE SECTION LINE BETWEEN THE SOUTH QUARTER AND THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SAULT LAKE BASIN AND MERIDIAN, AS SHOWN ON THE SURVEY. THE SURVEY WAS ESTABLISHED USING IVY ACRES SUBDIVISION THE EAST PROPERTY LINE WAS ESTABLISHED PER THE SOUTH LINE WAS ESTABLISHED ALONG THE SECTION LINE THE WEST LINE WAS ESTABLISHED AT THE EAST LINE OF IVY ACRES SUBDIVISION.

GENERAL NOTES

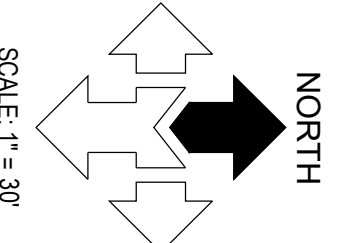
- MAPLE ENGINEERING OR MAPLE ENGINEERING - SURVEYING, L.C. MAKES NO REPRESENTATIONS AS TO THE EXISTENCE OF ANY OTHER RECORD DOCUMENTS THAT MAY AFFECT THIS PARCEL, OTHER THAN THOSE SHOWN IN THE EXCEPTIONS OF SCHEDULE B, AS SHOWN HEREON.
- UNLESS OTHERWISE NOTED HEREON, PROPERTY CORNERS WILL BE SET WITH A 5/8" REBAR & CAP OR NAIL THE ADJOINING LANDOWNERS.
- THIS MAP MAKES NO ASSUMPTIONS AS TO ANY UNMENTIONED RIGHTS THAT MAY EXIST BY AND BETWEEN THE ADJOINING LANDOWNERS.
- CORNERS AND DISTANCES SHOWN ON THIS MAP ARE MEASURED DIMENSIONS UNLESS SHOWN WITHIN PARENTHESES, INDICATING A RECORD COURSE OR DISTANCE. RECORD INFORMATION IS TAKEN FROM DATED TITLE COMMITMENT, DEEDS OF RECORD, SUBDIVISION PLATS, ROADWAY DEDICATION PLATS, CITY ATLAS PLATS, FIELD SURVEYS OR OTHER SOURCES OF RECORD INFORMATION.
- NO OBSERVED EVIDENCE OF CHANGES OR BURIAL, GROUNDS.
- THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON, ARE BASED ON AERIAL PHOTOGRAPHS, STRUCTURES, OTHER OBSERVED EVIDENCE AND PUBLIC UTILITY DRAWINGS PROVIDED BY THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES OR STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON.
- EXISTING BUILDINGS OR STRUCTURES MAY BE ENCUMBERED BY EASEMENTS OR OTHER INTERESTS THAT WOULD AFFECT THIS PARCEL. THESE INTERESTS ARE NOT SHOWN ON THIS MAP. ANY SUCH INTERESTS SHOULD BE IDENTIFIED AND AVOIDED BEFORE EXCAVATIONS ARE BEGUN. NOTIFY BLUE STAKES THERE MAY EXIST ADDITIONAL RECORD DOCUMENTS THAT WOULD AFFECT THIS PARCEL.
- SURVEYED PARCEL HAS NO IMPROVED BARRIERS TO HIGHWAY 91. THEY APPEAR TO BE USING THE ACCESS LOCATED ON THE NEIGHBORING PROPERTY TO THE EAST.

SIGNIFICANT OBSERVATIONS

NOTE OBSERVED:



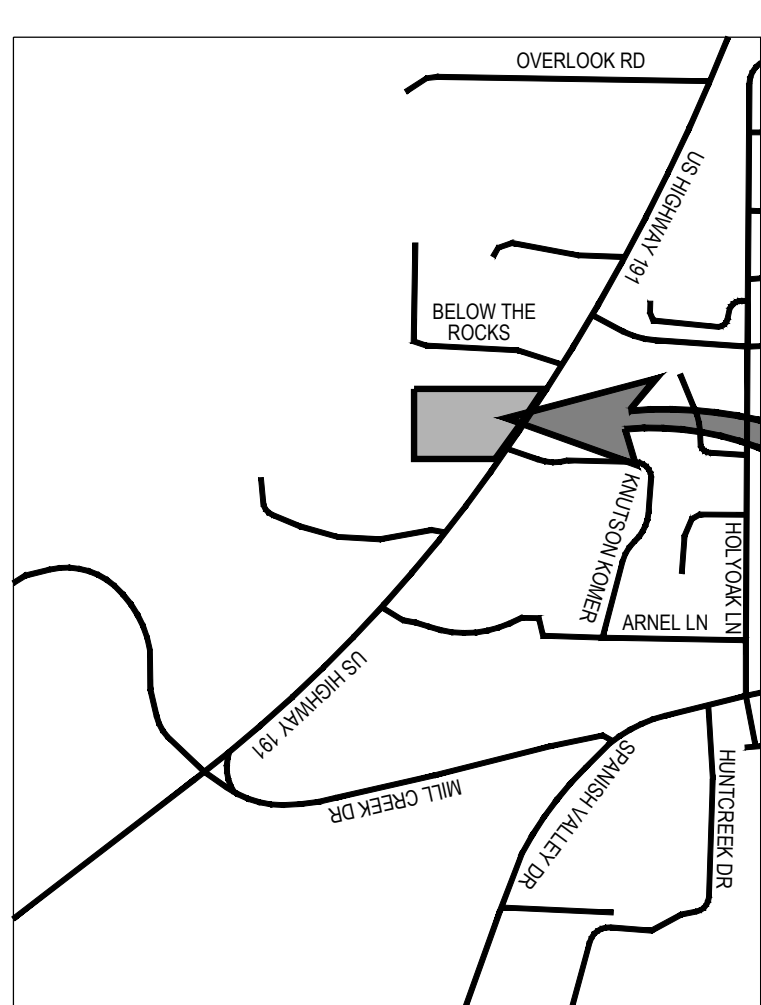
THE CORNER OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SAULT LAKE BASIN AND MERIDIAN, FOUND PLAT MONUMENT IN BING A LTD.



LEGEND

- RIGHT OF WAY LINE
- LOT LINE
- PROPERTY LINE
- MONUMENT LINE
- SECTION LINE
- EASEMENT LINE
- FENCE
- POWER LINE
- FIBER OPTIC LINE
- TELEPHONE LINE
- WATER LINE
- SANITARY SEWER LINE
- STORM SEWER LINE
- NATURAL GAS LINE
- MAJOR CONTOUR
- MINOR CONTOUR
- CONCRETE
- BUILDING
- DECIDUOUS TREE
- CONIFEROUS TREE
- PROPERTY CORNER
- WATER METER
- WATER VALVE
- ELECTRICAL BOX
- ELECTRICAL METER
- UTILITY POLE
- SANITARY SEWER MANHOLE
- TELECOMMUNICATIONS BOX
- AIR CONDITIONING UNIT
- SNOW
- CONIFEROUS TREE
- DECIDUOUS TREE
- PROPERTY CORNER

UTILITY COMPANY	CONTACT	CONTRACT INFO	STATUS
FRONTIER COMMUNICATIONS	MARK GILES	435-257-8110	SHOWN
GRAND WATER & SEWER SERVICE	BEN MURPHYMAN	435-259-8121	SHOWN
DOMINION ENERGY	SI. WATKINS DEPT.	801-325-3910	SHOWN
ROCK MOUNTAIN POWER CO.	MARK KAHN	801-988-1057	SHOWN
UTAH STATE UNIVERSITY	JEFF TOWLEY	435-791-3186	SHOWN



REVISIONS

REV	DATE	DESCRIPTION
1	4-22-25	NEW TITLE COMMITMENT

PROJECT NO: 23578
 CAD FILE: 23578A1T
 DRAWN BY: KSL/KES
 CALC BY: BDB
 FIELD CREW: ZH/AH
 CHECKED BY: EAM
 DATE: 11-30-23

STEVENS TRUST PARCEL
1410 SOUTH HIGHWAY 191
MOAB, UTAH
 LOCATED IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 22 EAST, S.L.B.&M.

McNEIL ENGINEERING
 Economic and Sustainable Designs, Professionals You Know and Trust
 8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 mcneilengineering.com
 Civil Engineering • Consulting & Landscape Architecture
 Structural Engineering • Land Surveying & HDS



NOTICE OF CERTIFICATION OF ANNEXATION PETITION

Pursuant to Sections 10-2-807(2)(c)(i) and 10-2-808, U.C.A., the City of Moab, Utah, hereby gives notice as follows:

1. On September 15, 2025, a petition proposing the annexation of real property located at 1410 S. Highway 191, Moab, Utah, Grand County, and encompassing approximately 1.83 acres was filed with the City of Moab by Ellen Weinstein, representing Shamrock 25 LLC.
2. On September 23, 2025, the Moab City Council accepted the Petition to be further considered and authorized the Petition to be certified by City Staff.
3. On October 7, 2025, City Staff certified that the Petition meets the requirements of Utah State Law and notice was provided to the Moab City Council, the contact sponsor, and the Grand County Commission.
4. The area proposed for annexation in the petition is described as follows:

BEGINNING 927.5 FEET WEST OF THE SOUTHEAST 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°03' EAST ALONG SAID RIGHT OF WAY 280.0 FEET; THENCE SOUTH 262.0 FEET TO THE POINT OF BEGINNING.
5. The complete Annexation Petition is available for inspection and copying at the Moab City Recorder's Office, 217 E. Center Street, Moab, Utah, Monday through Thursday between the hours of 8:00 a.m. and 5:00 p.m.
6. The City of Moab may grant the Petition and annex the above-described area unless a written protest to the Annexation Petition is filed with

Grand County Boundary Commission
125 E. Center Street
Moab, UT, 84532.

A copy of the protest must also be delivered to the Moab City Recorder at the address noted in paragraph 5 above on the same date that the protest is filed with the Grand County Boundary Commission.

Any protest must be filed no later than November 6, 2025.

7. If no lawful protests are received, the Moab City Council will hold a public hearing on Tuesday, November 11, 2025, at 6:00 p.m. in the Moab City Council Chambers located at 217 E. Center St., Moab, Utah to consider the request to annex this property.
8. The area proposed for annexation to the City of Moab will also automatically be annexed to have Moab City provide law enforcement services. The area proposed for annexation is already within the service areas of the Moab Valley Fire Protection District and the Grand County Emergency Medical Services District, which will continue to provide fire protection, paramedic, and emergency services, as applicable.

(See attached for map.)



Sommar Johnson, CMC
Moab City Recorder
October 7, 2025

Certificate of Posting

Posted in the Moab City Offices at 217 E. Center St., Moab, Utah, on October 7, 2025.

Posted on the Moab City's website – www.moabcity.org on October 7, 2025.

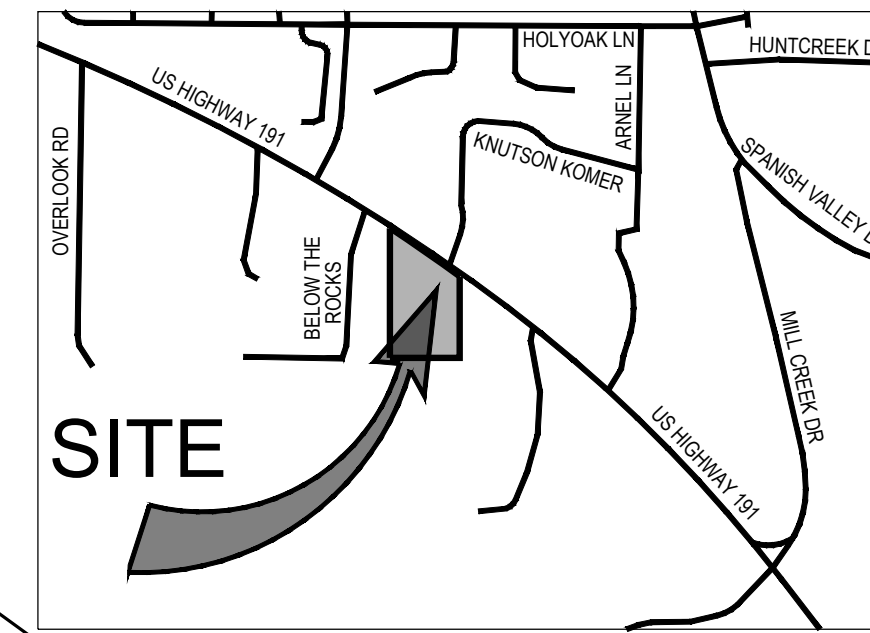
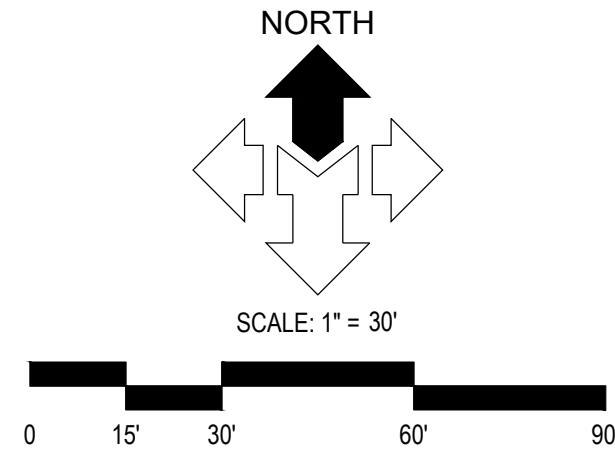
Published on State of Utah's Public Meeting Notice Website – www.utah.gov/pmn on October 7, 2025.

Published in the Times-Independent on October 16, 2025, October 23, 2025, and October 30, 2025.

/s/ Sommar Johnson
City Recorder

SHAMROCK 25 PARCEL ANNEXATION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 26 SOUTH, RANGE 22 EAST,
SALT LAKE BASE AND MERIDIAN
MOAB CITY, GRAND COUNTY, UTAH



VICINITY MAP
SCALE: N.T.S.

SOUTHEAST 1/4 CORNER OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN. FOUND FLAT MONUMENT IN RING & LID

LOT 1
IVY ACRES
SUBDIVISION

$\Delta=2^{\circ}30'47''$
 $R=6266.30'$
 $L=274.84'$
 $CB=S\ 55^{\circ}13'21''\ E$
 $CL=274.82'$

NORTH 417.78'

LOT 2
IVY ACRES
SUBDIVISION
WHITE COHAN, M.A.
02-0NY-0002

AREA CONTAINS:
76,885 SQUARE FEET OR
1.765 ACRES

FOUND REBAR & CAP
RELS. SPACING
1.4' NORTH & 0.9' EAST
FROM PROPERTY CORNER

S 0°01'44" W 261.14'

MOAB CITY LIMITS

SHAMROCK PROPERTIES XX, LLC
01-0007-0101

LEGEND

- RIGHT OF WAY LINE
- PROPERTY LINE
- MONUMENT LINE
- SECTION LINE

N 89°58'16" W 225.60'

N 89°58'16" W 927.50' (WEST)

FOUND 5/8" REBAR
AT PROPERTY CORNER

SOUTHEAST CORNER OF SECTION 7,
TOWNSHIP 26 SOUTH, RANGE 22 EAST,
SALT LAKE BASE AND MERIDIAN.
FOUND MONUMENT

SOUTH QUARTER CORNER OF SECTION 7,
TOWNSHIP 26 SOUTH, RANGE 22 EAST,
SALT LAKE BASE AND MERIDIAN.
FOUND MONUMENT

BASIS OF BEARING S 89°58'16" E 2614.86'

HOLYOAK G & P LTD
02-0018-0010

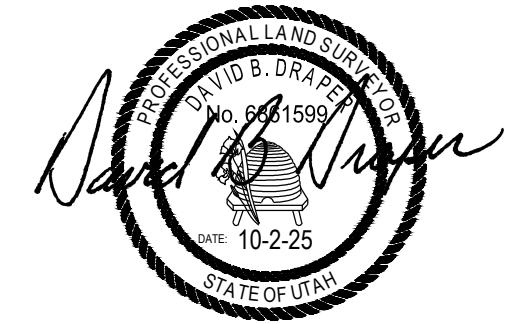
HOLYOAK G & P LTD
02-0018-0009

SURVEYOR'S CERTIFICATE

I, DAVID B. DRAPER, SALT LAKE CITY, UTAH, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 6861599, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH UNDER TITLE 58, CHAPTER 22, AND THAT I HAVE MADE A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY; THAT THIS PLAT CORRECTLY SHOWS THE TRUE DIMENSIONS OF THE BOUNDARIES SURVEYED.

BOUNDARY DESCRIPTION

BEGINNING 927.5 FEET NORTH 89°58'16" WEST OF THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 22 EAST, THENCE NORTH 89°58'16" WEST 225.60 FEET, THENCE NORTH 417.78 FEET TO HIGHWAY RIGHT OF WAY AND TO A POINT ON THE ARC OF A 6266.30 FOOT NON TANGENT RADIIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°30'47" A DISTANCE OF 274.84 FEET, CHORD BEARS SOUTH 55°13'21" EAST 274.82 FEET ALONG SAID RIGHT OF WAY, THENCE SOUTH 0°01'44" WEST 261.14 FEET TO THE POINT OF BEGINNING.



DAVID B. DRAPER
L.S. LICENSE NO. 6861599

ACCEPTANCE CERTIFICATE - CITY OF MOAB

THE ANNEXATION MAP OF THE TRACT OF LAND SHOWN HEREON, WHICH TRACT CONSTITUTES A PORTION OF AN EXISTING ISLAND OR PENINSULA WITHIN OR CONTIGUOUS TO THE CITY, AND DO HEREBY CERTIFY: (1) THE COUNCIL HAS ADOPTED A RESOLUTION SETTING FORTH ITS INTENT TO ANNEX THE TRACT, PROVIDED NOTICE AND CONDUCTED HEARINGS ON THE MATTER, AND ADOPTED AN ORDINANCE PROVIDING FOR THE ANNEXATION OF THE TRACT TO THE CITY, ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 17-23-20 UTAH CODE ANNOTATED, AS AMENDED, AND (2) THAT THE CITY DOES HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON AS A PART OF MOAB CITY, TO BE KNOWN HEREAFTER AS THE STEVENS TRUST PARCEL ANNEXATION.

DATED THIS _____ DAY OF _____, 20____

MAYOR FOR CITY COUNCIL _____ DATE _____ APPROVED
CITY RECORDER _____ DATE _____ APPROVED
RECORDER'S SEAL

COUNTY SURVEYOR _____ DATE _____ APPROVED

FINAL LOCAL ENTITY PLAT

SHAMROCK 25 PARCEL ANNEXATION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 26 SOUTH, RANGE 22 EAST,
SALT LAKE BASE AND MERIDIAN
MOAB CITY, GRAND COUNTY, UTAH

GRAND COUNTY RECORDER

STATE OF UTAH, GRAND COUNTY RECORDED AT THE REQUEST OF _____
DATE _____ BOOK _____ PAGE _____ FEE _____
COUNTY RECORDER _____

PREPARED BY:
McNEIL ENGINEERING™
Economic and Sustainable Designs, Professionals You Know and Trust
8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 mcnellengineering.com
Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS

CITY OF MOAB ORDINANCE 2025-16

AN ORDINANCE OF THE CITY COUNCIL OF MOAB ANNEXING THE SHAMROCK 25, LLC PROPERTY AT 1410 S. HIGHWAY 191 TO THE CITY OF MOAB AND ASSIGNING THE ZONE OF C-4 GENERAL COMMERCIAL TO THE PARCEL

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

- a. Shamrock 25, LLC, owns approximately 1.83 acres in Grand County as described in Exhibit 1 (the “Property”); and
- b. On February 27th, 2024, the Moab City Council (the “Council”) held a regularly scheduled meeting during which time it reviewed and approved a pre-annexation agreement regarding the Property, Section 6 of which sets forth minimum project development standards for the Project that are contingent upon Shamrock 25, LLC filing an annexation petition and the Council approving the petition in accordance with the annexation procedures set forth in Utah Code, Title 10, Chapter 2, part 8 (the “Act”); and
- c. On September 15, 2025, Shamrock 25, LLC, filed a petition (the “Petition”) with the Council seeking to annex the Property into the City; and
- d. The Property is unincorporated and has been proposed for development with allowed uses in the requested zoning designation, at the time of application; and
- e. On September 23, 2025, the Council accepted the Petition for further consideration pursuant to U.C.A. 10-2-807; and
- f. In accordance with U.C.A. 10-2-808, the Moab City Recorder certified the Petition and published notice of the same on October 7, 2025, thereby notifying the public to file protests by November 11, 2025; and
- g. The Moab Planning Commission reviewed the Petition in a public meeting held on October 23, 2025, to review the annexation and the requested zoning for C4 (General Commercial) Zone and found that the zone is acceptable for the types of uses proposed for the area; and
- h. No protests that complied with the requirements of U.C.A. 10-2-810 were filed after publication of notice of the Petition; and
- i. On November 12, 2025, the Council held a duly noticed public hearing on the Petition pursuant to U.C.A. 10-2-810(7); and
- j. After receiving and considering public comment on the Petition, the Council has determined that the Property meets the requirements of Moab City's annexation policy plan; and
- k. The Council has determined that the Property meets the annexation requirements of Utah State Code, including but not limited to the annexation procedures set forth in the Act; and

l. The Council finds that the Petition meets the criteria for annexation of the Property into the City under the Act, including U.C.A. 10-2-804 and U.C.A. 10-2-811(10) because:

1. The Property is a contiguous area and is contiguous with City boundaries; and
2. The Property is located within the City's expansion area as specified in its annexation policy plan under Section 1.32.030 of the Moab Municipal Code; and
3. The Property is not incorporated within the boundaries of another municipality; and
4. The annexation does not create or leave unincorporated islands and will reduce the size of an existing unincorporated peninsula in the vicinity of S. Highway 191; and
5. The Property will not be annexed for the sole purpose of acquiring municipal revenue or for retarding the capacity of any other municipality to annex into the same or related area; and
6. The Property does not include rural real property or private real property located in a mining protection area; and
7. The Property is not within 5,000 feet of the center line of any runway of an airport operated or to be constructed and operated by another municipality; and
8. The Property is not located within a "project area" as that term is defined in U.C.A. 63H-1-102.

m. The Council has held the appropriate public hearings, gave the appropriate public notice, and received public input pursuant to U.C.A. 10-2-810(7).

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

1. The Petition is approved and the property known as the Shamrock 25 LLC Annexation, as described in "Exhibit 1" and illustrated on the attached plat, "Exhibit 2", and located at 1410 S. Highway, is hereby annexed into the City of Moab and the zoning designation, upon recommendation from the Planning Commission for said annexation, shall be the C-4 General Commercial Zone.

2. This ordinance shall take effect immediately upon its posting pursuant to U.C.A. 10-3-711 and 63G-30-102(1).

[execution on following page]

PASSED AND APPROVED this 12th day of November 2025, by a majority of the City of Moab City Council.

SIGNED:

Joette Langianese, Mayor

Date

ATTEST:

Sommar Johnson, Recorder

(Complete as Applicable)

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

Effective date of ordinance: _____

SUMMARY OF MOAB CITY ORDINANCE NO. 2025-16

On November 12, 2025, the Moab City Council enacted Ordinance No. 2025-16, annexing the Shamrock 25, LLC property at 1410 S. Highway 191 to the City of Moab and assigning the zone of C-4 General Commercial to the parcel.

By: Joette Langianese, Mayor

ATTEST

Sommar Johnson, Recorder

Voting:

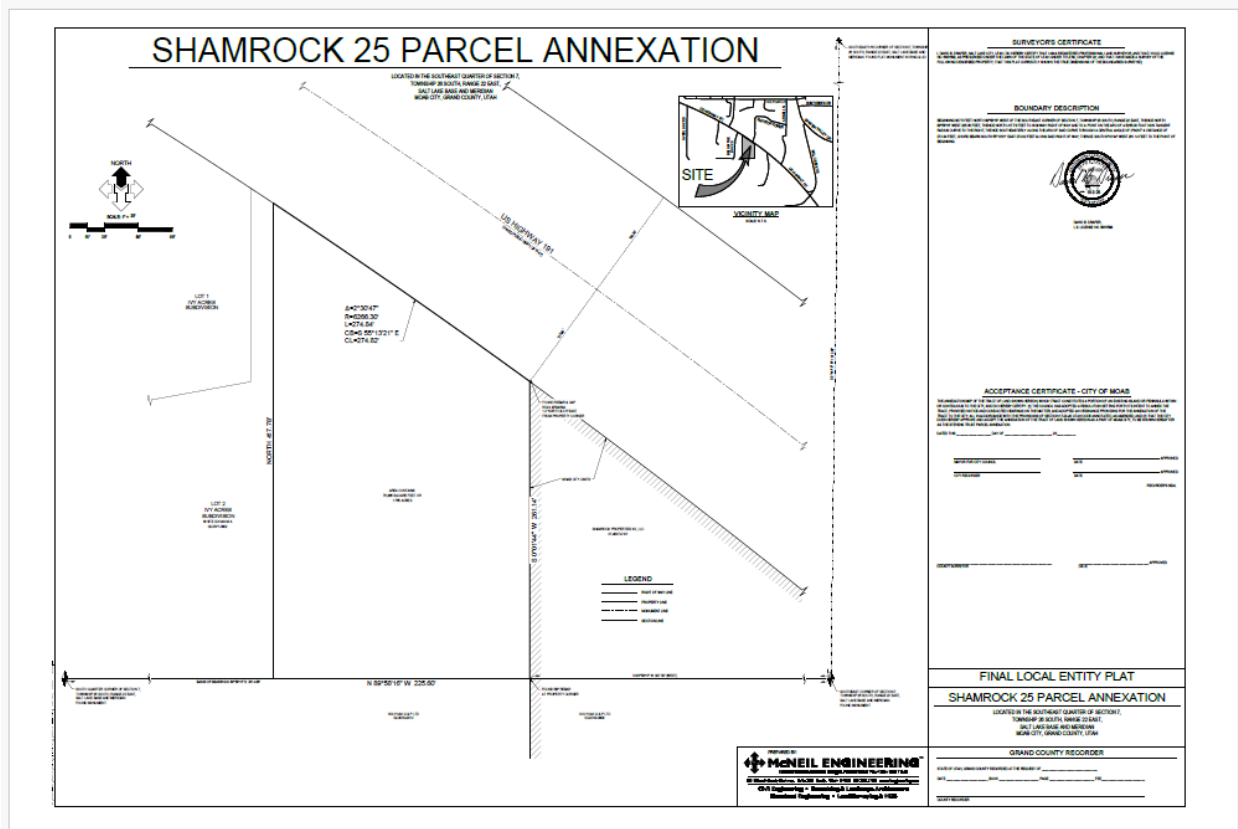
Council Member Knuteson-Boyd voting ___
Council Member Myers voting ___
Council Member Taylor voting ___
Council Member Topper voting ___
Council Member Wojciechowski voting ___

A complete copy of Ordinance No.2025-16 is available in the Moab City offices located at 217 E. Center Street, Moab, UT 84532.

“Exhibit 1”

BEGINNING 927.5 FEET WEST OF THE SOUTHEAST 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°03' EAST ALONG SAID RIGHT OF WAY 280.0 FEET; THENCE SOUTH 262.0 FEET TO THE POINT OF BEGINNING.

“Exhibit 2”





TITLE: Consideration and Possible Acceptance of the Petition for Annexation for Property Located at 486 Riversands Road, 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 Bisco Properties, LLC- Byrd Riversands Pre-Annexation Agreement
- Exhibit 3 Bisco Properties, LLC Annexation 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 486 Riversands Road, Moab, Utah 84532.

SUMMARY:

On September 24th, 2024 Moab City Council approved the Bisco Properties, LLC Pre-Annexation Agreement Red Rock Flats Pre-Annexation Agreement for property located at for property located at 486 River Sands Road , Moab UT 84532. On October 27th, 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. 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:

486 Riversands Road

Legal description:

see plat

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

Kali Bisio
Josh Bisio

3244 Rim Vista Circle Moab UT
3244 Rim Vista Circle Moab UT

Contact Sponsor

Mailing Address

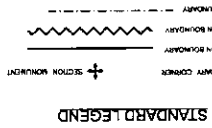
4. That this petition is accompanied by the following documents:
 - a. An accurate and recordable map, prepared by a licensed surveyor, of the area proposed for annexation.
 - b. A copy of the notice of intent sent to affected entities.
 - c. A list of the affected entities to which notice was sent.
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 R3, C3 per PIC annexation agreement
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.

<u>Petitioner</u>	<u>Signature</u>	<u>Acres</u>	<u>Market Value</u>	<u>Tax ID Number</u>
Hali Bisio		1.31		03-035-0035
Josh Bisio		1.31		03-035-0035



88 E Center Street
 Moab, UT 84532
 435.259.8171



PROJECT TYPE
 Utility Boundary
 Survey

PROJECT ADDRESS
 RIVER SANDS ROAD

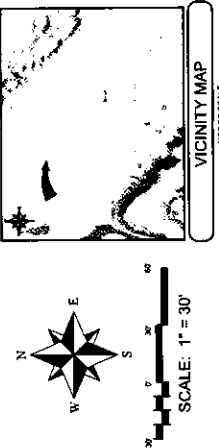
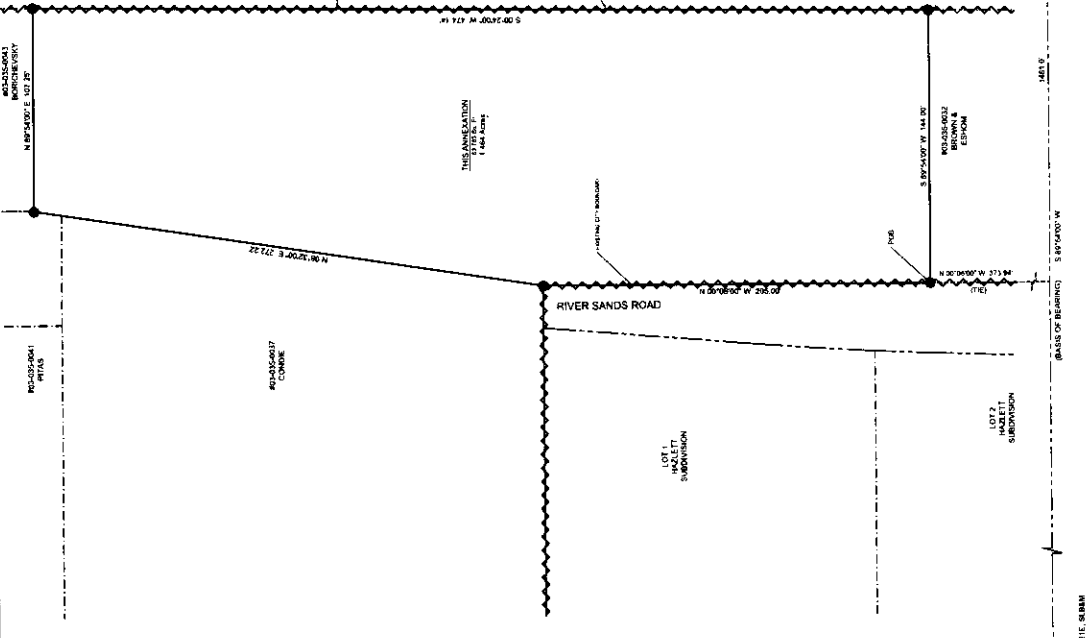
PROJECT LOCATION
 GRAND COUNTY, STATE OF UTAH

PREPARED FOR
 BEN BYRD

DATE
 07/25/20

SHEET 1 OF 1
 JOB NUMBER
 19-27

**PLAT OF LOCAL ENTITY BOUNDARY
 RIVER SANDS II ANNEXATION**
 GRAND COUNTY, UTAH
 LOCATED IN THE SOUTHEAST QUARTER OF
 SECTIONS 35, T25S, R21E, S81M



SURVEYOR'S CERTIFICATION
 I, Lucas Blake, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7548904. In accordance with Title 36, Chapter 22, of the Professional Engineers and Land Surveyors Act, I further certify that by authority of the owners, I have completed a survey of the property depicted on this plat, and that the same is true and correct. I have attached all field notes and all measurements to this plat as shown on page 1.

License: Blake _____ DATE _____
 License No. 7548904

LEGAL DESCRIPTION
 Description of a parcel of land located in the Southeast Quarter of Section 35, Township 25 South, Range 21 East, Salt Lake Base, Grand County, Utah, more particularly described as follows: West 1/4 of the Southeast Quarter of Section 35, Township 25 South, Range 21 East, Salt Lake Base, Grand County, Utah, containing 144.00 Acres, more or less, and north 00°45'00" West 377.94 feet from the southeast corner of Section 35, Township 25 South, Range 21 East, Salt Lake Base and thence in a bearing and distance of S 89°25'00" W 144.00 feet to the southeast corner of Section 35, Township 25 South, Range 21 East, Salt Lake Base and thence in a bearing and distance of S 89°25'00" W 144.00 feet to the point of beginning, having an area of 65,165 square feet, 1.486 acres.

LOCATED IN THE SOUTHEAST QUARTER OF
 SECTIONS 35, T25S, R21E, S81M

SURVEYOR NOTES

THE BASE OF BEARING IS 89°25'00" BETWEEN THE SOUTHWEST CORNER AND THE SOUTH EAST CORNER OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN.
 THE RESULT OF THE SURVEY IS TO CREATE A BOUNDARY OF A PARCEL OF LAND FOR ANNEXATION INTO MOAB CITY, UTAH

COUNTY SURVEYOR CERTIFICATE OF APPROVAL

APPROVED BY THE GRAND COUNTY SURVEYOR THIS _____ DAY OF _____ 20__

APPROVAL AND ACCEPTANCE BY GRAND COUNTY COMMISSION

ON THIS _____ DAY OF _____ 20__

COUNTY RECORDER

STATE OF UTAH, GRAND COUNTY, RECORDED IN THE REQUEST OF
 DATE _____ BOOK _____ PAGE _____ FEE _____

STATE

All entities mailed Intent to file listed below.
Emailed Gina County Recorder and Gabriel Woytek

Grand County
125 East Center
Moab, UT 84532

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

Moab Fire Department
45 South 100 East
Moab, UT 84532

Grand Water & Sewer
Service Agency
3025 E. Spanish Trail
Moab, UT 84532

Canyonlands Health Care
Special Service District
285 S. 400 East, Ste. 210
Moab, UT 84532

Southeast Utah District
Health Department
575 Kane Creek Blvd.
Moab, UT 84532

Grand County Cemetery
District
PO Box 64
Moab, UT 84532

Moab Mosquito
Abatement District
PO Box 142
Moab, UT 84532

Grand County Library
Board
257 E. Center
Moab, UT 84532

Grand County Solid Waste
District
PO Box 980
Moab, UT 84532

Grand County Recreation
District
PO Box 715
Moab, UT 84532

Grand County Boundary
Commission
125 E. Center
Moab, UT 84532

Notice of Intent to File a Petition to Annex

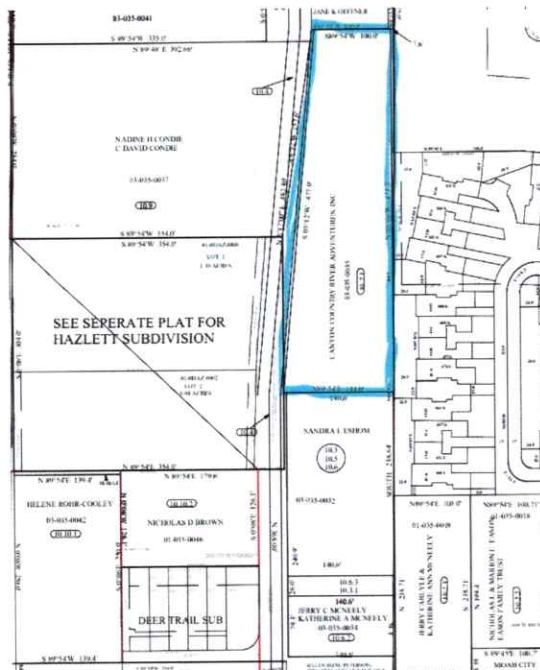
Attention: Your property may be affected by a proposed annexation.

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

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

You may obtain more information on the proposed annexation by contacting Kali Bisco kalinbisco@gmail.com, Sommar Johnson, Moab City Recorder 217 E. Center Street, Moab Utah 84532 sommar@moabcity.gov, or Gina Nelson, Grand County Recorder 125 E. Center Street, Moab, Utah 84532, gnelson@grandcountyutah.gov. Once filed, the annexation petition will be available for inspection and copying at the office of the Moab City Recorder. The parcel numbers of the parcels to be annexed are Grand County Parcel Nos.03-0035-0035

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





Gabriel Woytek
Grand County Clerk/Auditor
125 East Center Street
Moab, Utah 84532
(435) 259-1322
gwoytek@grandcountyutah.gov

Notice of Intent to File a Petition to Annex

**ATTENTION: YOUR PROPERTY MAY BE AFFECTED
BY A PROPOSED ANNEXATION**

Records show that you own property within an area that is intended to be included in a proposed annexation to the City of Moab, or that is within 300 feet of that area. If your property is within the area proposed for annexation, you may be asked to sign a petition supporting the annexation. You may choose whether to sign the petition. By signing the petition, you indicate your support of the proposed annexation. If you sign the petition but later change your mind about supporting the annexation, you may withdraw your signature by submitting a signed, written withdrawal with the Moab City Recorder within 30 days after the City of Moab receives notice that the petition has been certified.

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

You may obtain more information on the proposed annexation by contacting:

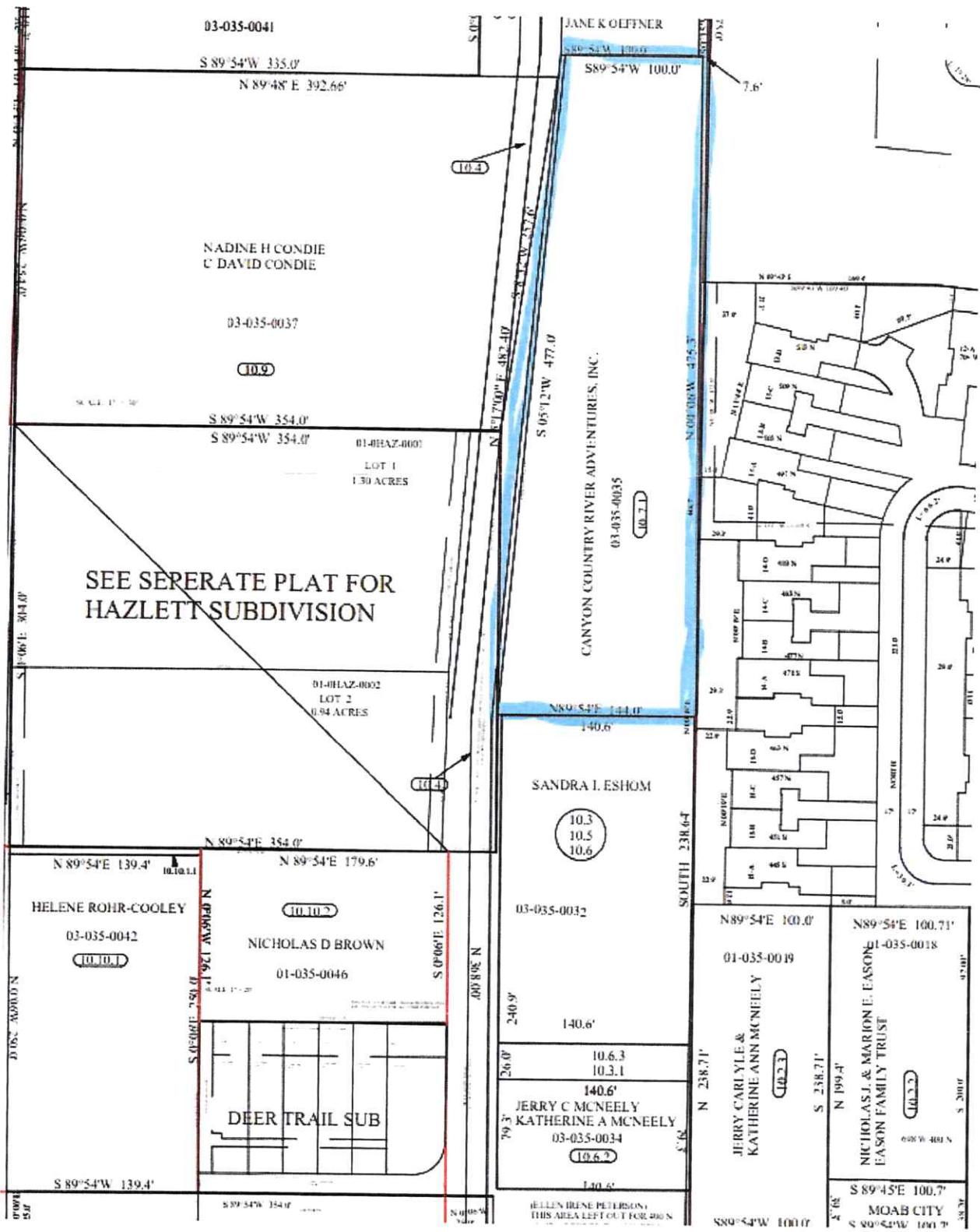
Sommar Johnson, Moab City Recorder
217 East Center Street, Moab, UT 84532
(435) 259-2683
sommar@moabcity.gov

Gina Nelson, Grand County Recorder
125 East Center Street, Moab, UT 84532
(435) 259-1381
gnelson@grandcountyutah.gov

Kali Bisco (petition filer)
kalinbisco@gmail.com

Once filed, the annexation petition will be available for inspection and copying at the office of the Moab City Recorder located at 217 East Center Street, Moab, UT 84532.

The parcel number of the parcel to be annexed is Grand County Parcel No. 03-0035-0035. A map identifying the area proposed for annexation is enclosed.



03-035-0041
 S 89° 54' W 335.0'
 N 89° 48' E 392.66'

NADINE H CONDIE
 C DAVID CONDIE

03-035-0037
 (10.9)

S 89° 54' W 354.0'
 S 89° 54' W 354.0' 01-0HAZ-0001
 LOT 1
 1.30 ACRES

SEE SEPERATE PLAT FOR
 HAZLETT SUBDIVISION

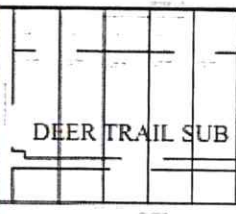
01-0HAZ-0002
 LOT 2
 0.94 ACRES

N 89° 54' E 354.0'

N 89° 54' E 139.4'

HELENE ROHR-COLEY
 03-035-0042
 (10.10.1)

NICHOLAS D BROWN
 01-035-0046
 (10.10.2)



S 89° 54' W 139.4'

S 89° 54' W 354.0'

JANE K OLTNER

S 89° 54' W 100.0'

CANYON COUNTRY RIVER ADVENTURES, INC.
 03-035-0035
 (10.7)

SANDRA I. ESHOM
 (10.3, 10.5, 10.6)

03-035-0032

JERRY C MCNEELY
 KATHERINE A MCNEELY
 03-035-0034
 (10.6.2)

ELLEN IRENE PETERSON
 THIS AREA LEFT OUT FOR 200 N

JERRY CARLYLE &
 KATHERINE ANN MCNEELY
 (10.2.3)

NICHOLAS J. & MARION E. EASON
 EASON FAMILY TRUST
 (10.2.2)

MOAB CITY
 S 89° 45' E 100.7'
 S 89° 54' W 100.7'

WHEN RECORDED RETURN TO:

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

Parcel No. [03-0035-0035]

PRE-ANNEXATION AGREEMENT FOR THE BYRD PROPERTIES

THIS PRE-ANNEXATION AGREEMENT (“**Pre-Annexation Agreement**”) is entered by and among Bisco Properties, 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**” as the context may require.

RECITALS

A. Property Owner is the Owner of one parcel totaling approximately 1.38 acres of real property that is currently located in Grand County and is not located in the City at approximately 486 River Sands Road, Grand County, Utah, as more fully described in **Exhibit A**, which is attached hereto and incorporated by this reference (the “**Property**”).

B. The Property’s current zoning designation in Grand County is “Rural Residential” in the Grand County Land Use Code 2.5 and is identified at 3.1 use table as an approved for Household Dwelling, as a single-family, two-family, townhouse or manufactured home use, and that such use is “permitted by right”.

C. The Property currently includes existing commercial buildings that are used for storage and a contract laundry facility for a property management company, as well as two trailers that are used for workforce housing.

D. If the City annexes the Property, the Property Owner desires to subdivide the Property into two parcels: (1) one parcel encompassing the existing commercial buildings that would be subject to the City’s “C-2 Commercial-Residential Zone” (the “**Commercial Parcel**”); and (2) a second parcel where the trailers are located which would be subject to the City’s “R-3 Multi-Household Residential Zone” (the “**Residential Parcel**”).

E. The Parties have been in discussions regarding the Property Owner annexing the Property annexing into the City and have agreed that if the City annexes the Property, 100% any residential development that may take place within the Residential and Commercial Parcels will be subject to the City’s Actively Employe Household (“**AEH**”) requirements as set forth in Chapter 17.64 of the Moab Municipal Code.

F. It is the intent of this Pre-Annexation Agreement to provide a clear understanding of the zoning for the use and future development of the Property in accordance with Chapter 17.21 of the Moab Municipal Code, C-2 Commercial Residential Zone and to be in compliance with the

provisions of the Moab Municipal Code and other applicable land use regulations (collectively “**Land Use Regulations**”).

G. This Pre-Annexation Agreement is also intended to provide a clear understanding of the legal requirements and procedure that governs the annexation of the Property, including but not limited to Chapter 1.32 of the Moab Municipal Code and Utah Code § 10-2-401, *et seq.*

H. The City, acting pursuant to its authority under Utah Code § 10-9a-101, *et seq.* has made certain determinations with respect to the Property, and in the exercise of its legislative discretion, has elected to approve this Pre-Annexation Agreement after all necessary procedures have been conducted.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which 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 where land is within a city’s annexation declaration area. The Property is within the “General Plan annexation area boundary description” identified in the Moab Municipal Code 1.32.030 of the City’s declaration area. See **Exhibit B**.
3. **Petition.** The Property Owner shall follow the applicable laws, regulations, and ordinances, including but not limited to Utah Code § 10-2-401, *et seq.* and Moab Municipal Code Chapter 1.32 (collectively, the “**Annexation Process**”) in seeking annexation of the Property. Upon receipt of a complete Petition that complies with all applicable legal requirements, the City shall complete its review process in accordance with the Annexation Process.
4. **Decision on Petition.**
 - 4.1. The City shall use all reasonable efforts to either approve or reject the Property 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 City Council votes to annex. Property Owner agrees it shall not withdraw the petition prior to the City Council rendering a final decision/vote.
 - 4.2. The Parties agree and acknowledge that the proposed annexation will leave unincorporated islands if the City approves the proposed annexation and that Section 1.32.030.C.1.d of the Moab Municipal Code states that annexations “must not create unincorporated islands

within the boundaries of the City.” The Parties further recognize, however, that Section 1.32.030.C of the Moab Municipal Code states that any additional imposed by the City shall be “together” with the criteria established by State law. Utah Code § 10-2-402 allows municipalities located in “specified counties,” such as Grand County, to approve annexation petitions that would leave an unincorporated island if: (1) the area is within the municipality’s expansion area; (2) the specified county in which the area is located and the annexing municipality agree to the annexation; (3) the area is not within the area of another municipality’s annexation policy plan; and (4) the annexation is for the purpose of providing municipal services to the area. The City makes no guarantee that the proposed annexation will satisfy these requirements and the City is under no obligation to secure an agreement with Grand County to allow the annexation under Utah Code § 10-2-402(1)(b)(iii)(C).

5. **Zoning Upon Annexation.** It is agreed that upon the issuance of a Certificate of Annexation by Lieutenant Governor that the Commercial Parcel shall be zones as “C-2 Commercial-Residential” and the Residential Parcel shall be zoned as “R-3 Multi-Household Residential Zone” subject to the provisions of Chapters 17.21 and 17.48 of the Moab Municipal Code, respectively.

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

6.1. **Site Plan.** The Residential Parcel shall be developed into a 20-unit multi-family development as forth in the attached site plan attached hereto as **Exhibit C** hereto (the “**Project**”).

6.2. **Compliance with Laws.** The Property Owner agrees to comply with all laws, regulations, and ordinances in subdividing and developing the Property, including but not limited to limited to Titles 16 and 17 of the Moab Municipal Code.

6.3. **Minor Subdivision Process.** The Parties agree and acknowledge that:

6.3.1. Section 16.08.020 of the Moab Municipal Code allows for the sale of lots in subdivisions of less than five lots (“**Minor Subdivisions**”) after the recording of a final plat if certain conditions are met;

6.3.2. It is the Property Owner’s intent to subdivide the Property pursuant to the Minor Subdivision process set forth in Section 16.08.020 of the Moab Municipal Code; and

6.3.3. If the City annexes the Property, it will process the subdivision of the Property in accordance with the Minor Subdivision process if the subdivision satisfies the conditions of Section 16.08.020 and any other applicable portions of the Moab Municipal Code. The City shall be under no obligation to process the subdivision as Minor Subdivision if the subdivision does not qualify as Minor Subdivision.

6.4. **AEH Requirements and Restrictive Covenant Agreement.** The Parties agree that any annexation of the Property the City may approve shall be subject to the express condition that 100% of any residential units constructed within the Residential Parcel or the Commercial Parcel shall be

subject to the City's AEH requirements as set forth in Chapter 17.06 of the Moab Municipal Code. Upon completion of the Project and during its operation, the Property Owner shall execute a restrictive covenant agreement to be recorded against the Property in substantially the same form as **Exhibit D**.

7. Vested Rights.

7.1. Vested Rights. If the City approves a petition to annex the Property:

7.1.1. The Property will be subdivided into two parcels, with the Commercial Parcel qualifying for annexation into the "C-2 Commercial Residential Zone" and the Residential Parcel qualifying for annexation into the "R-3 Multi-household Residential Zone" as set forth in Chapters 17.21 and 17.48 of the Moab Municipal Code; and

7.1.2. The Property Owner shall have vested rights to develop the Property in accordance with and subject to compliance with the terms and conditions of the City's Land Use Regulations in effect when the Property Owner submits a complete land use application pursuant to Utah Code § 10-9a-509 or applicable successor statute.

7.2. Commercial Parcel Uses. The Parties agree and acknowledge that the existing storage facility and laundry facility as currently located and operated on the Commercial Parcel are legal non-conforming uses under the City's "C-2 Commercial-Residential Zone" As legal non-conforming uses, the Parties agree and acknowledge that the uses can continue as is if the City annexes the Commercial Parcel into the C-2 Zone but that any improvements or changes to the existing storage and laundry facility must comply fully with the City's ordinances and regulations

7.3. Residential Zoning. The Parties agree and acknowledge that the "R-3 Multi-household Residential Zone" will allow for private property development of roughly 20 detached dwelling units, stick built construction, which will be rented as workforce housing under single ownership management (Multi-Household Apartment/Court Apartment concept, detached).

7.4. Reserved Legislative Powers. The Parties agree and acknowledge that nothing in this Agreement requires the City to approve any annexation petition the Property Owner may file and that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Property Owner under the terms of this Pre-Annexation Agreement based upon the policies, facts and circumstances 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 the Property Owner under this Pre-Annexation Agreement shall be of general application to all development activity in the City; and, unless the City declares an emergency, Property Owner shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Property under the compelling, countervailing public interest exception to

the vested rights doctrine.

8. Successors and Assigns.

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

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

9. Default.

9.1. *Notice.* If Property Owner or the City 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.

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

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

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

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

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

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

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

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

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

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

9.6. **Emergency Defaults.** Anything in this Pre-Annexation Agreement notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 9.4 without meeting the requirements of Sections 9.1, 9.2 or 9.3. The City shall give Notice to Property Owner and/or any applicable successor or assign of any public meeting at which an emergency default is to be considered and the allegedly defaulting party shall be allowed to address the Council at that meeting regarding the claimed emergency default.

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

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

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

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

Ben Byrd Construction, LLC
3244 Rim Vista Cir.
Moab, UT 84532

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

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

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

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

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

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

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

18. **Severability.** 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.

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

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

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

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

23. **Counterparts.** This Pre-Annexation Agreement may be executed in multiple counterparts

which shall constitute one and the same document.

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

- 24.1. The captions and paragraph headings used in this Agreement are for descriptive purposes only and do not limit, define, or enlarge the terms of this Agreement.
- 24.2. Unless otherwise indicated by the context, use of the singular, plural, or a gender shall include the other, and the use of the words “include” and “including” shall be construed to mean “without limitation” or “but not be limited to.”
- 24.3. The word “may” is permissive;
- 24.4. The words “may not” are prohibitive;
- 24.5. The words “will” and “shall” are mandatory or required; and
- 24.6. The present tense includes the future tense, unless otherwise specified.

25. 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.

26. 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.

(Signatures begin on following page)

IN WITNESS WHEREOF, this Pre-Annexation 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 _____, 2023.

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

By: _____
Joette Langianese, Mayor and
Chair, City Council

ATTEST:

Sommar Johnson, City Clerk/Recorder

APPROVED AS TO FORM

Nathan Bracken, City Attorney

BEN BYRD CONSTRUCTION, LLC

By: _____
Ben Byrd, its [position]

STATE OF _____)
 :ss.
COUNTY OF _____)

On the _____ day of _____, 2023, personally appeared before me Ben Byrd, who being duly sworn, did say that he is the [position] of Ben Byrd Construction, LLC, and that the foregoing instrument was signed on behalf of said limited liability company and said Ben Byrd duly acknowledged to me that he executed the same for the purposes therein stated.

NOTARY PUBLIC

DRAFT

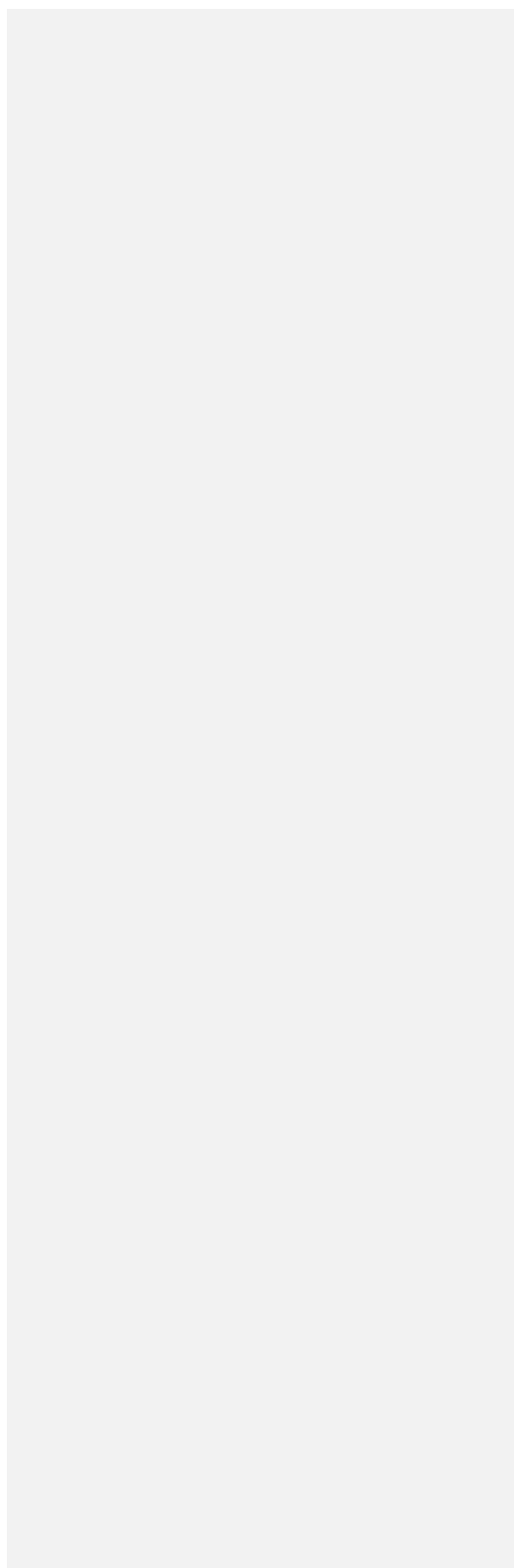


EXHIBIT A
Legal Description

DRAFT

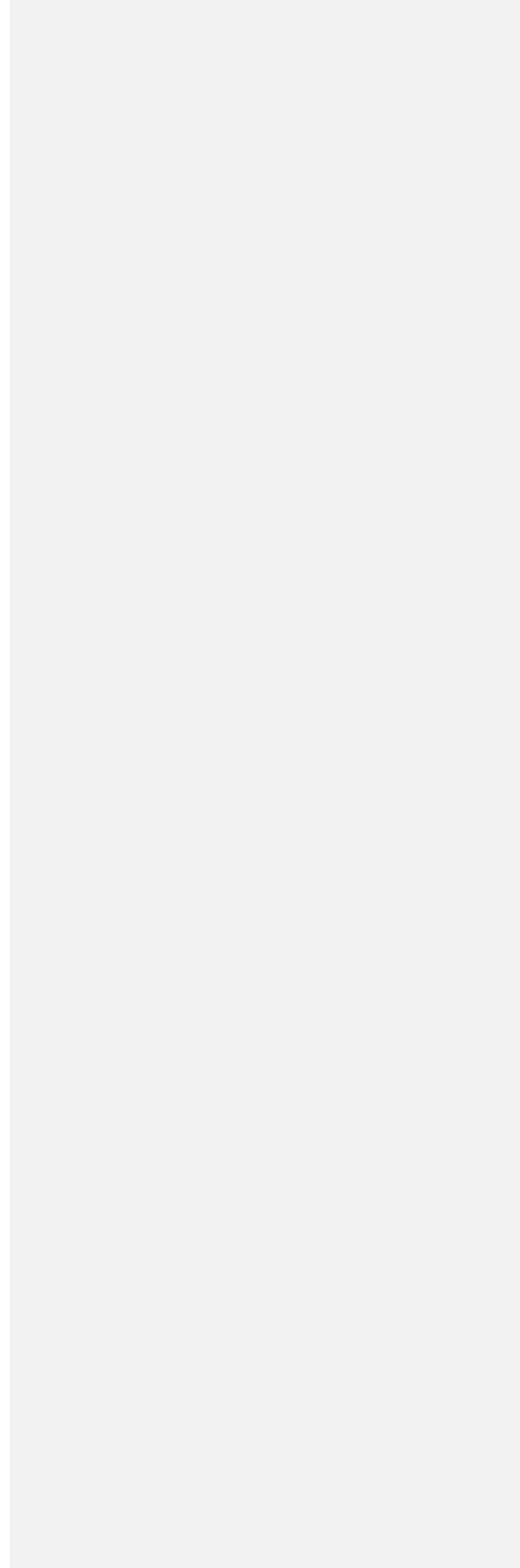


EXHIBIT B

General Plan Annexation Area Boundary Description

DRAFT

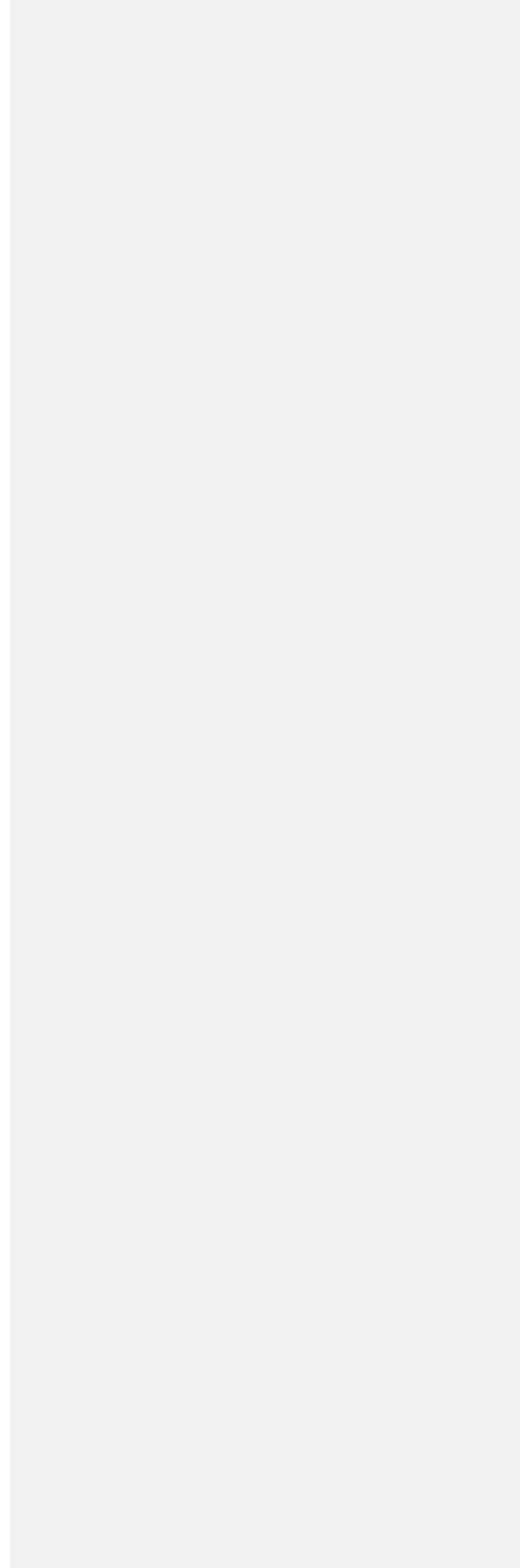


EXHIBIT C

Site Plan

DRAFT

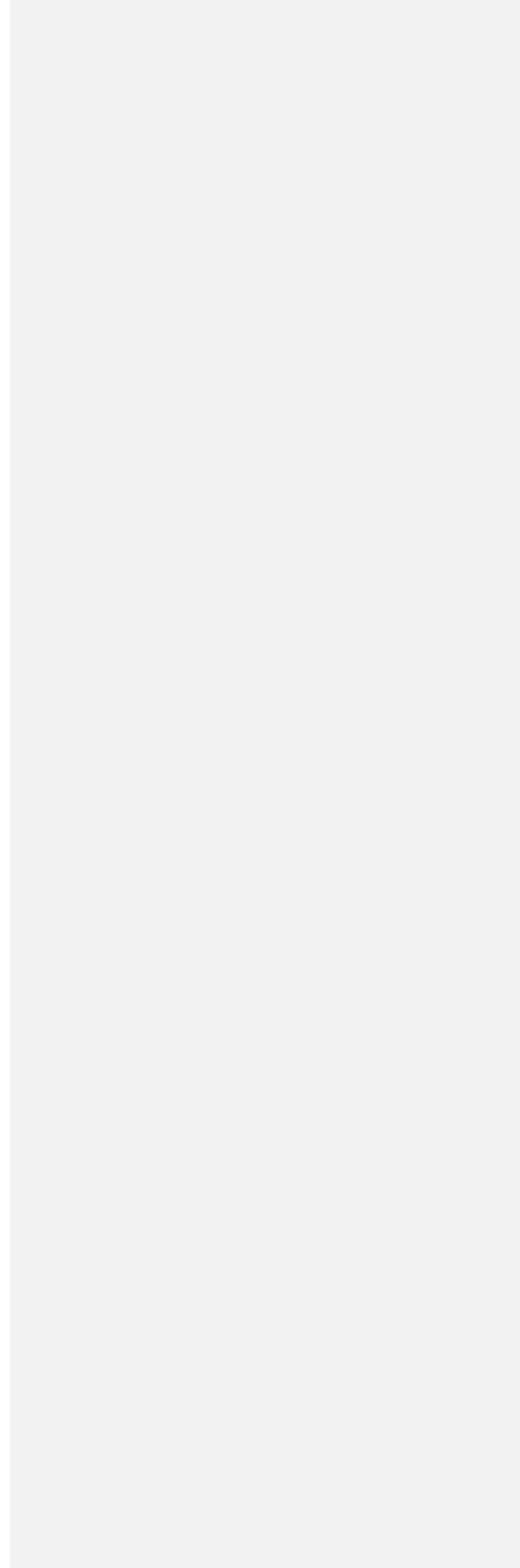


EXHIBIT D

Restrictive Covenant Agreement

DRAFT

WHEN RECORDED RETURN TO:

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

Parcel No. [insert parcel number]

Restrictive Covenant Agreement

This Restrictive Covenant Agreement (“**Agreement**”) governs the mixed-use multifamily and commercial project located at 488 River Sands Road, Utah, 84532 (the “**Property**”), as more particularly described in Exhibit 1 attached hereto, and is made and entered into by BEN BYRD CONSTRUCTION, LLC (“**Grantor**”), an Utah limited liability company, for and on behalf of the CITY OF MOAB, UTAH (“**Grantee**”).

RECITALS

WHEREAS, Grantor is the record owner of the Property;

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

WHEREAS, the Pre-Annexation Agreement conditioned Grantee’s annexation of the Property upon Grantor’s execution of a restrictive covenant requiring that 100% 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], 2023 and the Grantor and Grantee desire to execute this Agreement to satisfy the requirements of the Pre-Annexation Agreement.

COVENANTS AND RESTRICTIONS

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

- 1. Local Leasing Requirement:** Grantor shall lease 100% of the units in the Property to either (i) Active Employment Households,” as that term is defined in Section 17.06.020 of the Moab Municipal Code or applicable successor ordinance or (ii) to students, faculty, or long-term visitors (more than 30 days) of any institution of higher education that is listed with the U.S. Department of Education eligible to participate in the Title IV federal student aid programs where the person attends the institution from within Grand County. Those units that are leased to Active Employment Households shall be deemed “Active Employment Units.”
- 2. 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 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, 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.
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 may not be amended or modified except in writing executed by all the Parties to this Agreement, including any successor in title to the Property or Grantee.
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

Commented [NB1]: Is this what we want?

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.

[Signature Pages Follow]

DRAFT

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

BEN BYRD CONSTRUCTION, LLC

Ben Byrd
Its _____

Acknowledgement

State of Utah)
 §
County of Grand)

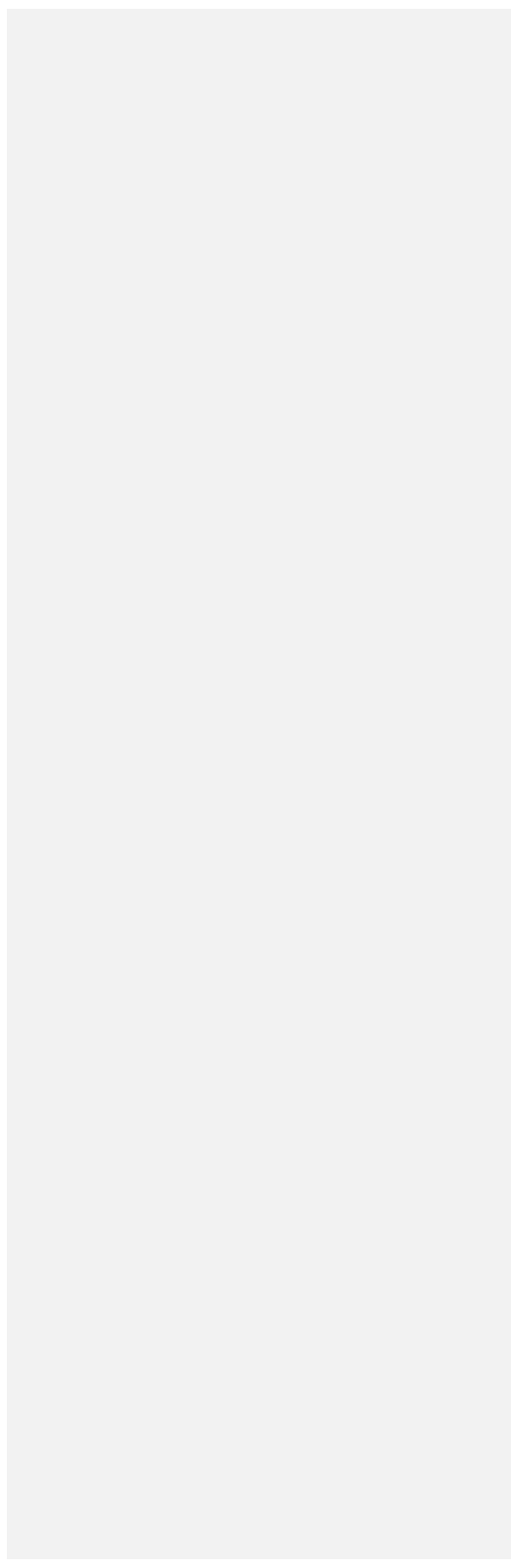
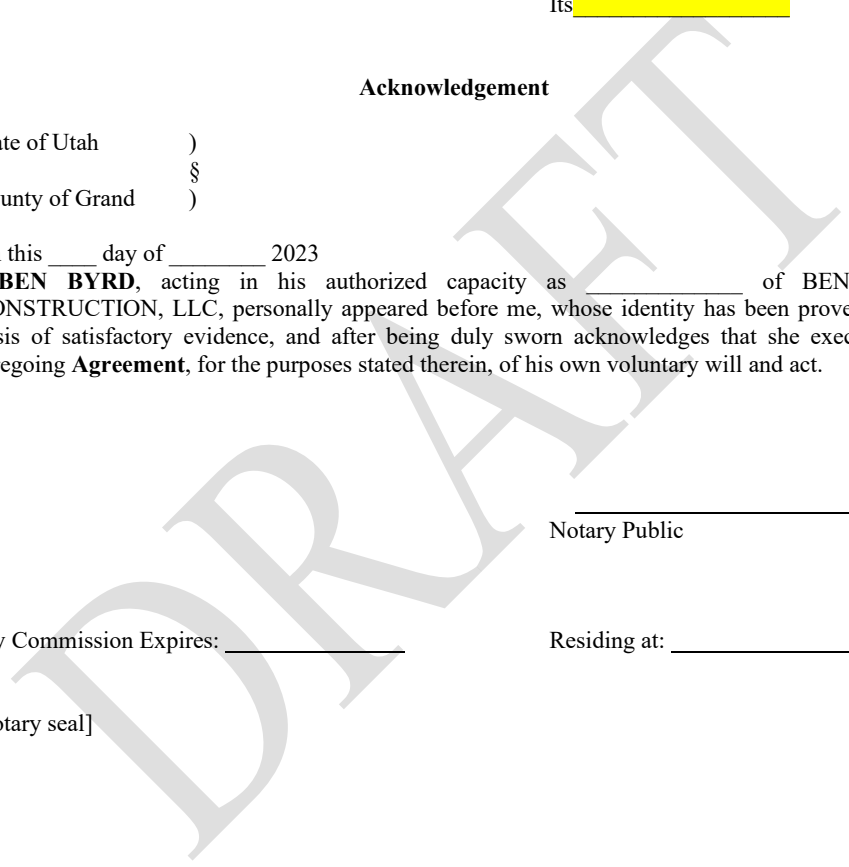
On this ____ day of _____ 2023
, **BEN BYRD**, acting in his authorized capacity as _____ of BEN BYRD CONSTRUCTION, LLC, personally appeared before me, whose identity has been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that she executed the foregoing **Agreement**,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

Notary Public

My Commission Expires: _____

Residing at: _____

[notary seal]



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

City of Moab, Utah

Joette Langianese, Mayor

Acknowledgement

State of Utah)
 §
County of Grant)

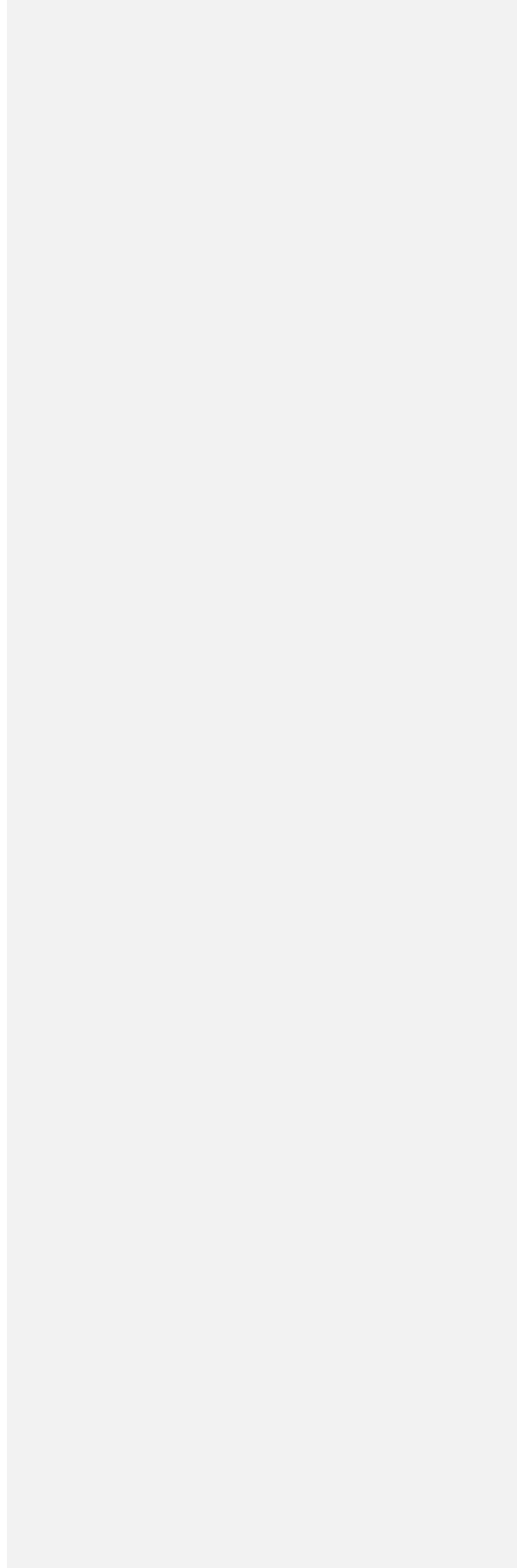
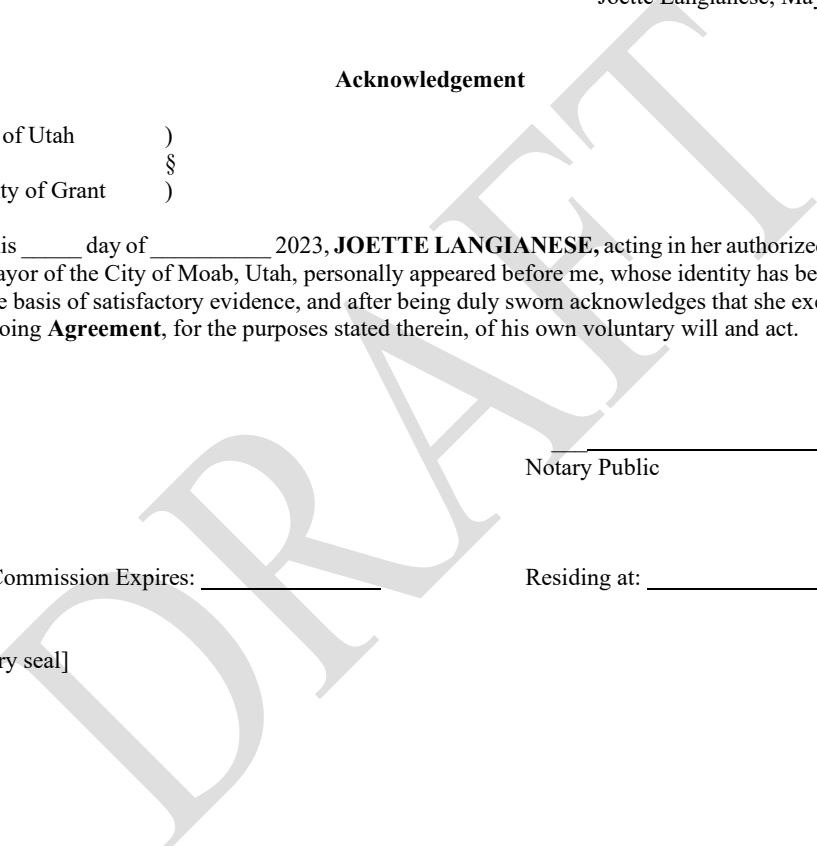
On this ____ day of _____ 2023, **JOETTE LANGIANESE**, acting in her authorized capacity as Mayor of the City of Moab, Utah, personally appeared before me, whose identity has been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that she executed the foregoing **Agreement**,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

Notary Public

My Commission Expires: _____

Residing at: _____

[notary seal]



BISCO PROPERTIES, LLC 486 RIVERSANDS ROAD PETITION FOR ANNEXATION STAFF REPORT



CITY OF MOAB PLANNING DEPARTMENT

To: Moab City Council
From: Johanna Blanco, Associate Planner
Date: November 11, 2025
Re: Annexation of Bisco Properties, LLC, Petition for Annexation

City Annexation Proposal

PROPERTY ADDRESS: 486 Riversand Road, Moab, Utah 84532 (Currently in Grand County)

PARCEL ID NUMBER: 03-0035-0035 (1.381 Acres) Totaling Approximately 60,156 square feet.

CURRENT ZONING: Located in the Rural Residential zone for Grand County

PROPOSED ZONING DISTRICT: C-2 Commercial-Residential Zone and R-3 Multi-Household Residential Zone

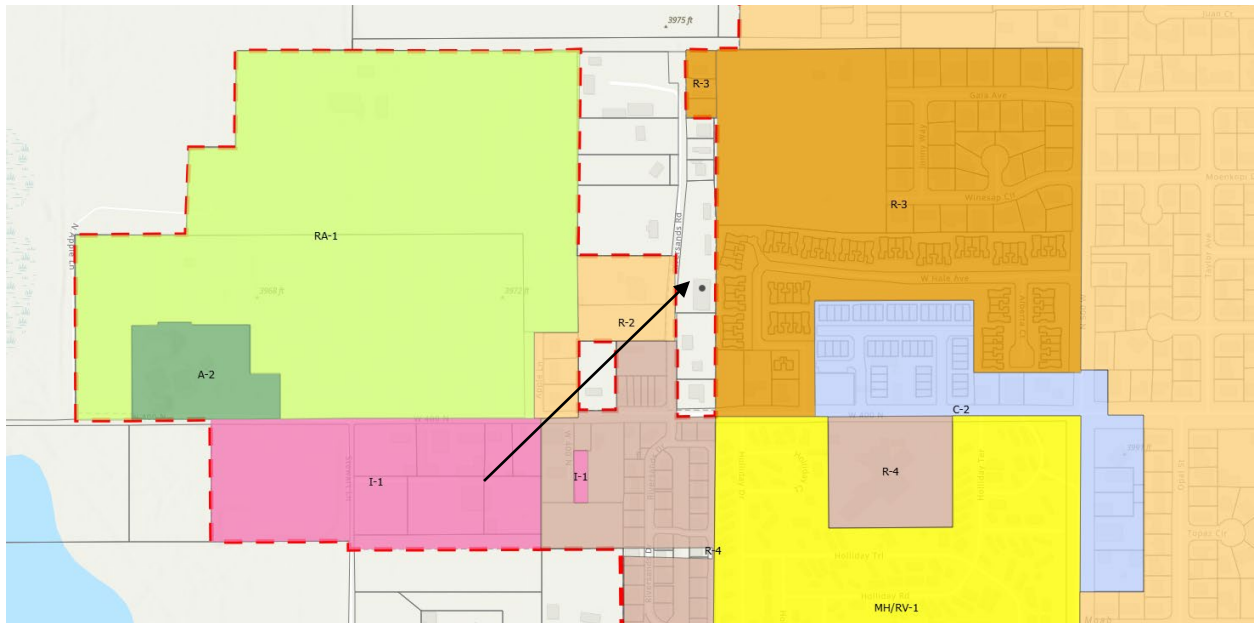
REQUEST: Bisco Properties LLC is requesting their property be annexed into Moab City's jurisdiction. The subject property proposed to be annexed is approximately 1.38 acres; located at approximately 486 Riversands Road, Grand County, Utah. The proposed annexation will bring the property into the City of Moab's jurisdiction. [Section 1.32](#) of the Moab Municipal Code governs the Annexation of land into the City.

ATTACHMENTS:

- I. GRAND COUNTY ZONING MAP
- II. PROPOSED SITE PLAN
- III. FUTURE LAND USE MAPS
- IV. RR & C-2 & R-3 MATRIX

PROJECT DESCRIPTION:

Bisco Properties LLC is the owner of the parcel of land located at approximately 486 Riversands Road in unincorporated Grand County. The total size of the property to be annexed is approximately 1.38 acres. The current Grand County zoning district for the property is RR Rural Residential. If the property was to be annexed into the City of Moab jurisdiction, the applicant has requested they be designated in C-2 Commercial-Residential Zone and R-3 Multi-Household Residential Zone. See the vicinity map below for location of property. The proppert will be subdivided into two lot once annexed. The C-2 lot will continue its commercial laundry use and the R-3 lot will be developed into a 20 unit multi-household project.



The property to the north is currently a residential use within Grand County Jurisdiction (RR zone); The properties to the west are residential uses (R-2 and RR zones); the property to the east is a also a residential use (R-3 zone); and the property to the south is a residential use (RR zone) in unincorporated Grand County.

PRE-ANNEXATION AGREEMENT:

As part of the Annexation process, the applicant has submitted a pre-annexation agreement. The agreement was approved by the Moab City Council on September 24th, 2024. The agreement would permit Bisco Properties LLC to develop the northern portion of the divided property as a multi-household project and the southern portion as the existing laundry

business. In addition, the pre-annexation agreement will run with the land upon any change of ownership.

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

Zoning Designation

It is agreed that upon annexation of the property, the zoning will be designated as C-2 Commercial-Residential, and the Residential Parcel shall be zoned as R-3 Multi-Household Residential Zone.

Designated Uses

The petitioner is proposing to create a multi-household development as well as the existing commercial use. The proposed use is included on the concept site plan, which is attached as part of the pre-annexation agreement.

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

Minor Subdivision

CITY OF MOAB GENERAL PLAN:

ANNEXATIONS:

As part of the annexation process, any newly incorporated areas should not create enclaves, meaning areas that are in Grand County that are surrounded by Moab City Jurisdiction. The property proposed to be annexed would create any islands of Grand County Jurisdiction. According to Utah state Code § 10-2-402, communities like Moab may approve annexation petitions that would leave an unincorporated island if: (1) the area is within the municipality’s expansion area; (2) the specified county in which the area is located and the annexing municipality agree to the annexation; (3) the area is not within the area of another municipality’s annexation policy plan; and (4) the annexation is for the purpose of providing municipal services to the area.

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

- *Provide housing opportunities for all residents in the community*

Allowing property to be developed for multi-household development will provide 20 housing units and 20 deed-restricted restricted for those who live and work in the community.

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

The dense development of the proposed property, along with preserving a local business will minimize sprawl and create a mixed-use zone.

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

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

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

GENERAL PLAN MAPS:

The General Plan for Moab City includes a Boundary Map that outlines the areas surrounding Moab City’s Jurisdiction that is designated for future incorporation into the City. This criterion is met with the proposed annexation of the subject property because the proposed area to be annexed is within the boundaries for future annexation. In addition, the Future Land Use Map does not designate a use for the property.

Findings: The proposed annexation complies with the Future Annexation Boundary Map and the proposed C-2 and R-3 zoning is not inconsistent with the Future Land Use Map.

ELEMENTS, GOALS AND POLICIES IN THE GENERAL PLAN

ELEMENT 3: LAND USE AND GROWTH

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

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

Action Steps:

- c. Encourage mixed-use development where appropriate.**
- f. Encourage compact development patters.**

Findings: The placement of the C-2 and R-3 zones lends itself to mix-development. The extension of the R-3 zone allows for more dense housing.

GOAL 8: Promote a variety of housing types and neighborhoods for primary residences.

Policy 1: Work with developers and neighborhoods to promote different, densities and forms.

Action Steps:

- b. Promote compact design and development that maximizes the efficiency of City services.**

Findings: The R-3 zone is the City’s second highest density zone with 2,000 square feet required for each unit. The utilization of the R-3 zone for dwellings promotes compact design.

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

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

Action Steps:

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

Analysis: As part of the staff report, the General Plan was reviewed as to what the future land use map designates the property and what the boundaries are for newly annexed property into the City. The proposed zoning will help reach the goal of adding additional housing units to the current market. The C-2 and R-3 zones allows for all the proposed uses and the project will be required to go through Site Plan Review Level II and meet all the requirements from the various City Departments.

Findings: The proposed site plan submitted with the annexation application will be required to go through Development Review Team Review and meet all applicable Moab City requirements.

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

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

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

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

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

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

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

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

2023 MOAB AREA AFFORDABLE HOUSING PLAN

Supply

Goal #1 Meet the Housing Needs Projections included in the MAAHP.

Action Step: Use density increases—through zoning tools and density bonuses—for the benefit of strengthening workforce and affordable housing goals.

Findings: The utilization of the R-3 density in the proposed project will create 20 of the projected 952 new units needed by 2030.

MOAB MUNICIPAL CODE:

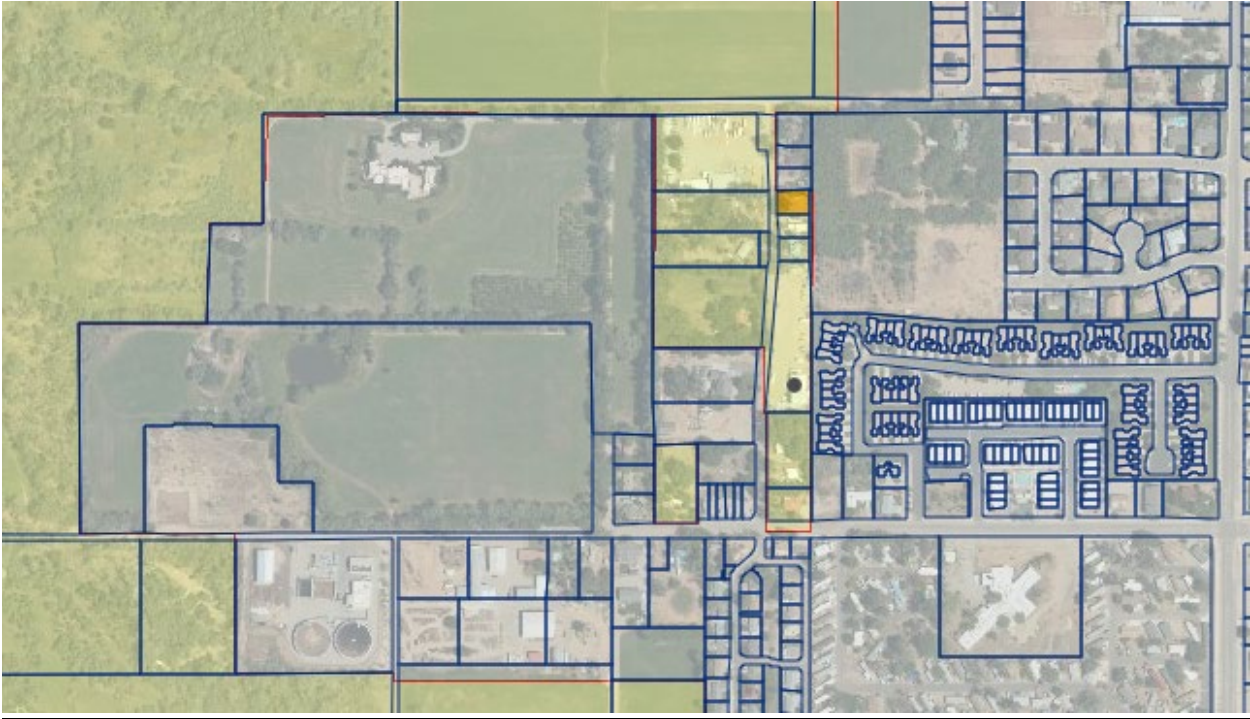
Following annexation, the proposed development shall comply with the requirements for the C-2 and R-3 zoning districts and any other applicable sections of the Moab Municipal Code. The current Grand County zone, RR - Rural Zone, is less dense than the R-3 zone and not a commercial zone as the C-2 zone is.

General Requirements for Proposed Development:

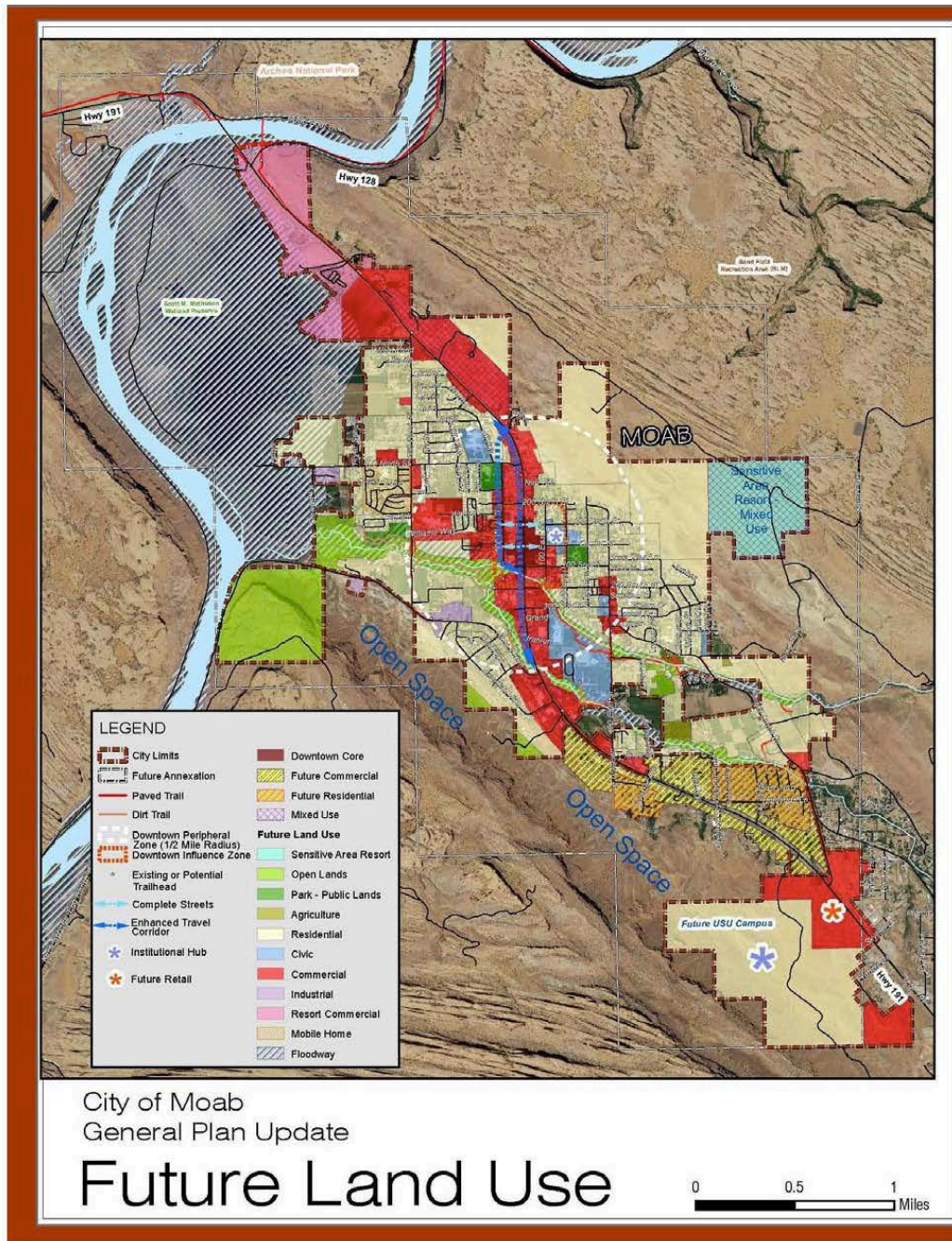
The following processes may be required for the development of the property:

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

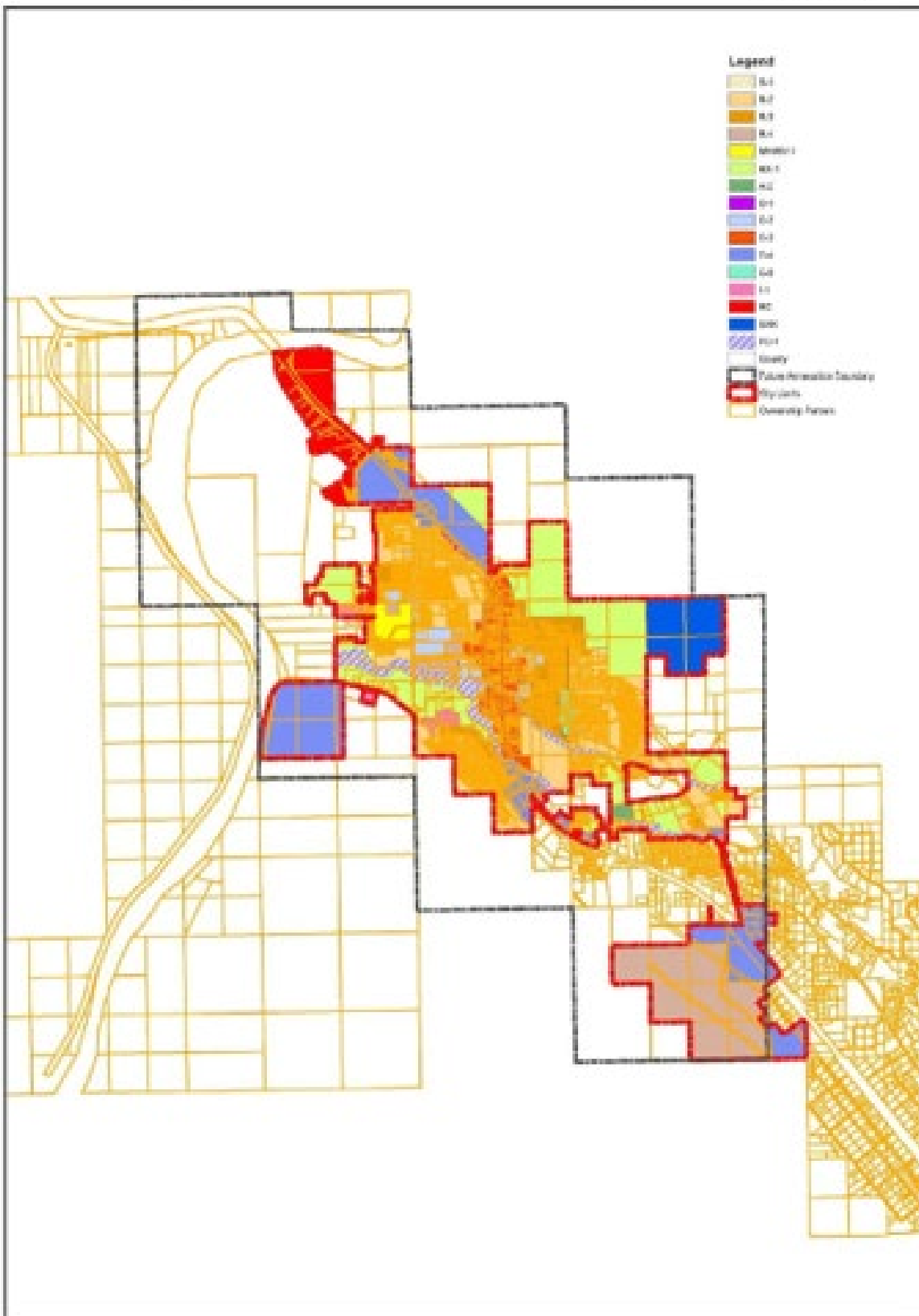
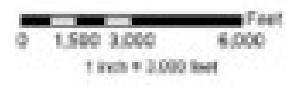
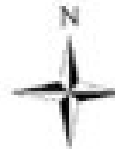
I. GRAND COUNTY ZONING MAP



II. GENERAL PLAN MAPS



Future Annexation Boundary - General Plan



III. RR&C-2 MATRIX

RR Rural Residential

HC, Highway Commercial zone's objective is to accommodate residential uses in low density, rural neighborhoods. In addition to the use and Lot Design Standards of this section, development in the RR, Rural Residential District shall be in compliance with all other applicable provisions of this LUC.

Specific Requirements for the RR Zoning District

Height Limit	35'
Yard requirements	Front: 25' Side: 15' Rear: 20'
Density	1 unit/acre
Allowed Lot Coverage:	25%
Parking:	
Office	1 per 250 sq ft
Retail	1 per 200 sq ft
Cafe	1 per 3 seats

List of allowed uses in the HC Zone:

- Dwelling, single-family
- Zero lot line house
- Alley-loaded house
- Dwelling, two-family (duplex)
- Townhouse
- Manufactured home
- Group Home
- Daycares
- College/ University
- All other educational
- Government Facilities
- Golf Course
- Cemeteries
- All institutions
- Hospital or clinic
- All other medical facilities
- All other parks and open areas
- Places of Worship
- Telecommunication tower
- Major utilities
- All other outdoor rec
- Outfitter, guide All personal service-oriented uses (C)
- Animal raising
- Kennel
- Animal feed lot
- Barn
- Farm
- Grazing
- Fruit and vegetable stand
- Winery ©
- All other ag. uses

C-2 Commercial Residential

The C-2 Commercial Residential zone's objectives are
 1. To facilitate the development of attractive areas within the City that allow the mixing of compatible commercial and residential uses
 2. To facilitate the orderly expansion of commercial uses out from the central commercial district.

Special Provisions:

A strip of land at least fifteen feet in width adjacent to all public streets shall be landscaped in accordance with the provisions located in Chapter 17-10, Landscaping Standards.

B. No dust, odor, smoke, vibration, directed illumination, or intermittent glare or noise shall be emitted which is discernible beyond the premises, except for normal traffic movements.

C. Storage of all merchandise, material and products shall be carried on within a building or within an area enclosed with a sight obscuring fence or wall.

Specific Requirements for the C-4 Zoning District:

Height Limit	40'
Setback requirements	Front: 25' Side: 8' Rear: 15'
Allowed Lot coverage	50%
Parking:	
Office	1 per 300 sq ft
Retail	1 per 300 sq ft

List of allowed uses in the C-2 Zone:

- Arts and crafts shops.
- Assembly of appliances from previously prepared parts
- Carpentry shops.
- Convenience establishments that are less than three thousand square feet.
- Day Care.
- Eating establishments less than two thousand square feet
- Established Overnight Accommodations. property, so long as no new overnight accommodation units are proposed.
- Electrical appliance shops (wholesale).
- Engraving and printing establishments.
- Funeral establishments.
- Greenhouses and nurseries.
- Group Homes.
- Gymnasiums.
- Home occupations
- Hospitals.
- Multi-Household Dwellings.
- One-household dwellings and accessory uses.
- Outfitters and guide services and facilities.
- Parking lots (commercial).
- Places of worship.
- Professional offices.
- Public buildings.
- Public Parks
- Restaurant with Outdoor Dining, Permanent.
- Retail establishments that are three thousand square feet or less.
- Schools
- Secondhand stores.
- Service establishments.
- Two-household dwellings and accessory uses.
- Veterinary clinic with indoor kennel.
- Wholesale establishments that are less than three thousand square feet

IV. RR & R-3 MATRIX

RR Rural Residential	R-3 Multi-Household Residential Zone																														
<p>HC, Highway Commercial zone's objective is to accommodate residential uses in low density, rural neighborhoods. In addition to the use and Lot Design Standards of this section, development in the RR, Rural Residential District shall be in compliance with all other applicable provisions of this LUC.</p>	<p>The R-3 zone's objectives are to provide appropriate locations within the City for high density development, primarily occupied by full-time residents, and employees and owners of local businesses. In general, this zone is located in the central part of the City, adjacent to commercial areas where the impact of vehicular travel and parking is consonant with adjacent use of land, and where multiple dwellings can best be supplied with necessary public facilities. This zone is characterized by more compact development and somewhat higher volumes of traffic than is characteristic of the R-1 and R-2 zones.</p>																														
<p>Specific Requirements for the RR Zoning District</p> <table border="1"> <tr> <td>Height Limit</td> <td>35'</td> </tr> <tr> <td>Yard requirements</td> <td>Front: 25' Side: 15' Rear: 20'</td> </tr> <tr> <td>Density</td> <td>1 unit/acre</td> </tr> <tr> <td>Allowed Lot Coverage:</td> <td>25%</td> </tr> <tr> <td>Parking:</td> <td></td> </tr> <tr> <td>Office</td> <td>1 per 250 sq ft</td> </tr> <tr> <td>Retail</td> <td>1 per 200 sq ft</td> </tr> <tr> <td>Cafe</td> <td>1 per 3 seats</td> </tr> </table>	Height Limit	35'	Yard requirements	Front: 25' Side: 15' Rear: 20'	Density	1 unit/acre	Allowed Lot Coverage:	25%	Parking:		Office	1 per 250 sq ft	Retail	1 per 200 sq ft	Cafe	1 per 3 seats	<p>Special Provisions:</p> <p>The ground floor area of the primary dwelling shall be at least five hundred square feet.</p> <p>B. No dust, odor, smoke, vibration, directed illumination, or intermittent glare or noise shall be emitted which is discernible beyond the premises, except for normal traffic movements.</p> <p>C. The maximum permitted density of planned unit developments shall be ten units per acre of land contained within the development.</p> <p>Specific Requirements for the C-4 Zoning District:</p> <table border="1"> <tr> <td>Height Limit</td> <td>40'</td> </tr> <tr> <td>Setback requirements</td> <td>Front: 15' Side: 7' Rear: 12'</td> </tr> <tr> <td>Density</td> <td>2,000 SF/unit (multi-Household)</td> </tr> <tr> <td>Parking:</td> <td></td> </tr> <tr> <td>Multi-household</td> <td>1/ studio and 1.5/2+ bedroom</td> </tr> <tr> <td>Office</td> <td>1 per 300 sq ft</td> </tr> <tr> <td>Retail</td> <td>1 per 300 sq ft</td> </tr> </table>	Height Limit	40'	Setback requirements	Front: 15' Side: 7' Rear: 12'	Density	2,000 SF/unit (multi-Household)	Parking:		Multi-household	1/ studio and 1.5/2+ bedroom	Office	1 per 300 sq ft	Retail	1 per 300 sq ft
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<p>List of allowed uses in the HC Zone:</p> <ul style="list-style-type: none"> • <u>Dwelling, single-family</u> • Zero lot line house • Alley-loaded house • Dwelling, two-family (duplex) • <u>Townhouse</u> • Manufactured home • <u>Group Home</u> • <u>Daycares</u> • College/ University • All other educational • <u>Government Facilities</u> • Golf Course • Cemeteries • All institutions • Hospital or clinic • All other medical facilities • All other parks and open areas • Animal raising • Kennel • Animal feed lot • Barn • Farm • Grazing • Fruit and vegetable stand • Winery © • All other ag. Uses • <u>Places of Worship</u> • Telecommunication tower • Major utilities • All other outdoor rec • <u>Outfitter, guide All personal service-oriented uses (C)</u> 	<p>List of allowed uses in the R-3 Zone:</p> <ul style="list-style-type: none"> • ADUs • <u>Agriculture</u> • <u>Day Care</u> • Foster homes • <u>Group homes</u> • Home occupations • Planned Unit Developments • <u>Public Facilities</u> • Libraries • Schools • <u>Multi-Household Dwellings.</u> • <u>One-household dwellings and accessory uses.</u> • <u>Places of worship.</u> • <u>Public buildings.</u> • <u>Public Parks</u> • <u>Two-household dwellings and accessory uses.</u> 																														

WHEN RECORDED RETURN TO:

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

Ent 555459 Bk 973 Pg 61-82
Date: 10-APR-2025 12:37:25PM
Fee: None Filed By: GKN
GINA K NELSON, Recorder
GRAND COUNTY CORPORATION
For: CITY OF MOAB

Parcel No. [03-0035-0035]

PRE-ANNEXATION AGREEMENT FOR THE BYRD PROPERTIES

THIS PRE-ANNEXATION AGREEMENT (“**Pre-Annexation Agreement**”) is entered by and among Bisco Properties, 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**” as the context may require.

RECITALS

A. Property Owner is the Owner of one parcel totaling approximately 1.38 acres of real property that is currently located in Grand County and is not located in the City at approximately 486 River Sands Road, Grand County, Utah, as more fully described in **Exhibit A**, which is attached hereto and incorporated by this reference (the “**Property**”).

B. The Property’s current zoning designation in Grand County is “Rural Residential” in the Grand County Land Use Code 2.5 and is identified at 3.1 use table as an approved for Household Dwelling, as a single-family, two-family, townhouse or manufactured home use, and that such use is “permitted by right”.

C. The Property currently includes existing commercial buildings that are used for storage and a contract laundry facility for a property management company, as well as two trailers that are used for workforce housing.

D. If the City annexes the Property, the Property Owner desires to subdivide the Property into two parcels: (1) one parcel encompassing the existing commercial buildings that would be subject to the City’s “C-2 Commercial-Residential Zone” (the “**Commercial Parcel**”); and (2) a second parcel where the trailers are located which would be subject to the City’s “R-3 Multi-Household Residential Zone” (the “**Residential Parcel**”).

E. The Parties have been in discussions regarding the Property Owner annexing the Property annexing into the City and have agreed that if the City annexes the Property, 100% any residential development that may take place within the Residential and Commercial Parcels will be subject to the City’s Actively Employe Household (“**AEH**”) requirements as set forth in Chapter 17.64 of the Moab Municipal Code.

F. It is the intent of this Pre-Annexation Agreement to provide a clear understanding of the zoning for the use and future development of the Property in accordance with Chapter 17.21 of the Moab Municipal Code, C-2 Commercial Residential Zone and to be in compliance with the

provisions of the Moab Municipal Code and other applicable land use regulations (collectively “**Land Use Regulations**”).

G. This Pre-Annexation Agreement is also intended to provide a clear understanding of the legal requirements and procedure that governs the annexation of the Property, including but not limited to Chapter 1.32 of the Moab Municipal Code and Utah Code § 10-2-401, *et seq.*

H. The City, acting pursuant to its authority under Utah Code § 10-9a-101, *et seq.* has made certain determinations with respect to the Property, and in the exercise of its legislative discretion, has elected to approve this Pre-Annexation Agreement after all necessary procedures have been conducted.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which 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 where land is within a city’s annexation declaration area. The Property is within the “General Plan annexation area boundary description” identified in the Moab Municipal Code 1.32.030 of the City’s declaration area. See **Exhibit B**.

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

4. **Decision on Petition.**

4.1. The City shall use all reasonable efforts to either approve or reject the Property 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 City Council votes to annex. Property Owner agrees it shall not withdraw the petition prior to the City Council rendering a final decision/vote.

4.2. The Parties agree and acknowledge that the proposed annexation will leave unincorporated islands if the City approves the proposed annexation and that Section 1.32.030.C.1.d of the Moab Municipal Code states that annexations “must not create unincorporated islands

within the boundaries of the City.” The Parties further recognize, however, that Section 1.32.030.C of the Moab Municipal Code states that any additional imposed by the City shall be “together” with the criteria established by State law. Utah Code § 10-2-402 allows municipalities located in “specified counties,” such as Grand County, to approve annexation petitions that would leave an unincorporated island if: (1) the area is within the municipality’s expansion area; (2) the specified county in which the area is located and the annexing municipality agree to the annexation; (3) the area is not within the area of another municipality’s annexation policy plan; and (4) the annexation is for the purpose of providing municipal services to the area. The City makes no guarantee that the proposed annexation will satisfy these requirements and the City is under no obligation to secure an agreement with Grand County to allow the annexation under Utah Code § 10-2-402(1)(b)(iii)(C).

5. Zoning Upon Annexation. It is agreed that upon the issuance of a Certificate of Annexation by Lieutenant Governor that the Commercial Parcel shall be zones as “C-2 Commercial-Residential” and the Residential Parcel shall be zoned as “R-3 Multi-Household Residential Zone” subject to the provisions of Chapters 17.21 and 17.48 of the Moab Municipal Code, respectively.

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

6.1. Site Plan. The Residential Parcel shall be developed into a 20-unit multi-family development as forth in the attached site plan attached hereto as **Exhibit C** hereto (the “**Project**”).

6.2. Compliance with Laws. The Property Owner agrees to comply with all laws, regulations, and ordinances in subdividing and developing the Property, including but not limited to limited to Titles 16 and 17 of the Moab Municipal Code.

6.3. Minor Subdivision Process. The Parties agree and acknowledge that:

6.3.1. Section 16.08.020 of the Moab Municipal Code allows for the sale of lots in subdivisions of less than five lots (“**Minor Subdivisions**”) after the recording of a final plat if certain conditions are met;

6.3.2. It is the Property Owner’s intent to subdivide the Property pursuant to the Minor Subdivision process set forth in Section 16.08.020 of the Moab Municipal Code; and

6.3.3. If the City annexes the Property, it will process the subdivision of the Property in accordance with the Minor Subdivision process if the subdivision satisfies the conditions of Section 16.08.020 and any other applicable portions of the Moab Municipal Code. The City shall be under no obligation to process the subdivision as Minor Subdivision if the subdivision does not qualify as Minor Subdivision.

6.4. AEH Requirements and Restrictive Covenant Agreement. The Parties agree that any annexation of the Property the City may approve shall be subject to the express condition that 100% of any residential units constructed within the Residential Parcel or the Commercial Parcel shall be

subject to the City's AEH requirements as set forth in Chapter 17.06 of the Moab Municipal Code. Upon completion of the Project and during its operation, the Property Owner shall execute a restrictive covenant agreement to be recorded against the Property in substantially the same form as **Exhibit D**.

7. Vested Rights.

7.1. Vested Rights. If the City approves a petition to annex the Property:

7.1.1. The Property will be subdivided into two parcels, with the Commercial Parcel qualifying for annexation into the "C-2 Commercial Residential Zone" and the Residential Parcel qualifying for annexation into the "R-3 Multi-household Residential Zone" as set forth in Chapters 17.21 and 17.48 of the Moab Municipal Code; and

7.1.2. The Property Owner shall have vested rights to develop the Property in accordance with and subject to compliance with the terms and conditions of the City's Land Use Regulations in effect when the Property Owner submits a complete land use application pursuant to Utah Code § 10-9a-509 or applicable successor statute.

7.2. Commercial Parcel Uses. The Parties agree and acknowledge that the existing storage facility and laundry facility as currently located and operated on the Commercial Parcel are legal non-conforming uses under the City's "C-2 Commercial-Residential Zone" As legal non-conforming uses, the Parties agree and acknowledge that the uses can continue as is if the City annexes the Commercial Parcel into the C-2 Zone but that any improvements or changes to the existing storage and laundry facility must comply fully with the City's ordinances and regulations

7.3. Residential Zoning. The Parties agree and acknowledge that the "R-3 Multi-household Residential Zone" will allow for private property development of roughly 20 detached dwelling units, stick built construction, which will be rented as workforce housing under single ownership management (Multi-Household Apartment/Court Apartment concept, detached).

7.4. Reserved Legislative Powers. The Parties agree and acknowledge that nothing in this Agreement requires the City to approve any annexation petition the Property Owner may file and that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Property Owner under the terms of this Pre-Annexation Agreement based upon the policies, facts and circumstances 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 the Property Owner under this Pre-Annexation Agreement shall be of general application to all development activity in the City; and, unless the City declares an emergency, Property Owner shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Property under the compelling, countervailing public interest exception to

the vested rights doctrine.

8. Successors and Assigns.

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

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

9. Default.

9.1. Notice. If Property Owner or the City 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.

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

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

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

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

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

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

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

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

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

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

9.6. *Emergency Defaults.* Anything in this Pre-Annexation Agreement notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 9.4 without meeting the requirements of Sections 9.1, 9.2 or 9.3. The City shall give Notice to Property Owner and/or any applicable successor or assign of any public meeting at which an emergency default is to be considered and the allegedly defaulting party shall be allowed to address the Council at that meeting regarding the claimed emergency default.

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

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

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

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

Bisco Properties, LLC
3244 Rim Vista Cir.
Moab, UT 84532

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

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

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

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

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

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

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

18. **Severability.** 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.

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

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

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

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

23. **Counterparts.** This Pre-Annexation Agreement may be executed in multiple counterparts

which shall constitute one and the same document.

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

- 24.1. The captions and paragraph headings used in this Agreement are for descriptive purposes only and do not limit, define, or enlarge the terms of this Agreement.
- 24.2. Unless otherwise indicated by the context, use of the singular, plural, or a gender shall include the other, and the use of the words “include” and “including” shall be construed to mean “without limitation” or “but not be limited to.”
- 24.3. The word “may” is permissive;
- 24.4. The words “may not” are prohibitive;
- 24.5. The words “will” and “shall” are mandatory or required; and
- 24.6. The present tense includes the future tense, unless otherwise specified.


25. 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.

26. 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.


(Signatures begin on following page)

IN WITNESS WHEREOF, this Pre-Annexation 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 1 day of APRIL, 2025.

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

By: 
Joette Langianese, Mayor and
Chair, City Council

ATTEST:


Sommar Johnson, City Clerk/Recorder

APPROVED AS TO FORM


Nathan Bracken, City Attorney

BISCO PROPERTIES, LLC

By: Joshua Bisco
Joshua Bisco, its Member

By: Kali Bisco
Kali Bisco, its Member

STATE OF UT)
COUNTY OF Grand) :SS.

On the 27 day of March, 2025, personally appeared before me Joshua Bisco and Kali Bisco, who being duly sworn, did say that they are the Members of Bisco Properties, LLC, and that the foregoing instrument was signed on behalf of said limited liability company and said Joshua Bisco and Kali Bisco duly acknowledged to me that they executed the same for the purposes therein stated.

Heidi Blake
NOTARY PUBLIC

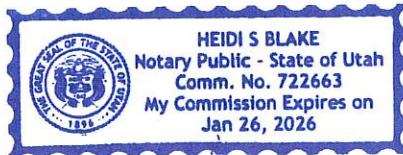


EXHIBIT A

Legal Description

Legal Description

Book 917, PG. 406-407, Entry No: 541049

Beginning at a ½" Rebar which bears North 371.4 feet and West 1,461.6 feet from the Southeast corner of Section 35, Township 25 South, Range 21 East. Salt Lake Base and Meridian, and proceeding thence North 4°51' East 476.0 feet (record is North 5°12' East 477.0 feet) to a found spike; thence North 89°54' East 107.0 feet to a fence line; thence South 0°24' West 474.2 feet to a fence line (record is South 0°06' East 475.2 feet to a found spike); thence South 89°54' West 144.0 feet to the point of beginning. Bearings are based on the South line, Southwest Quarter Section 36 (South 89°55' West). Containing 1.31 acres more or less.

Parcel No. 03-0035-0035

EXHIBIT B

General Plan Annexation Area Boundary Description

Future Annexation Boundary - General Plan

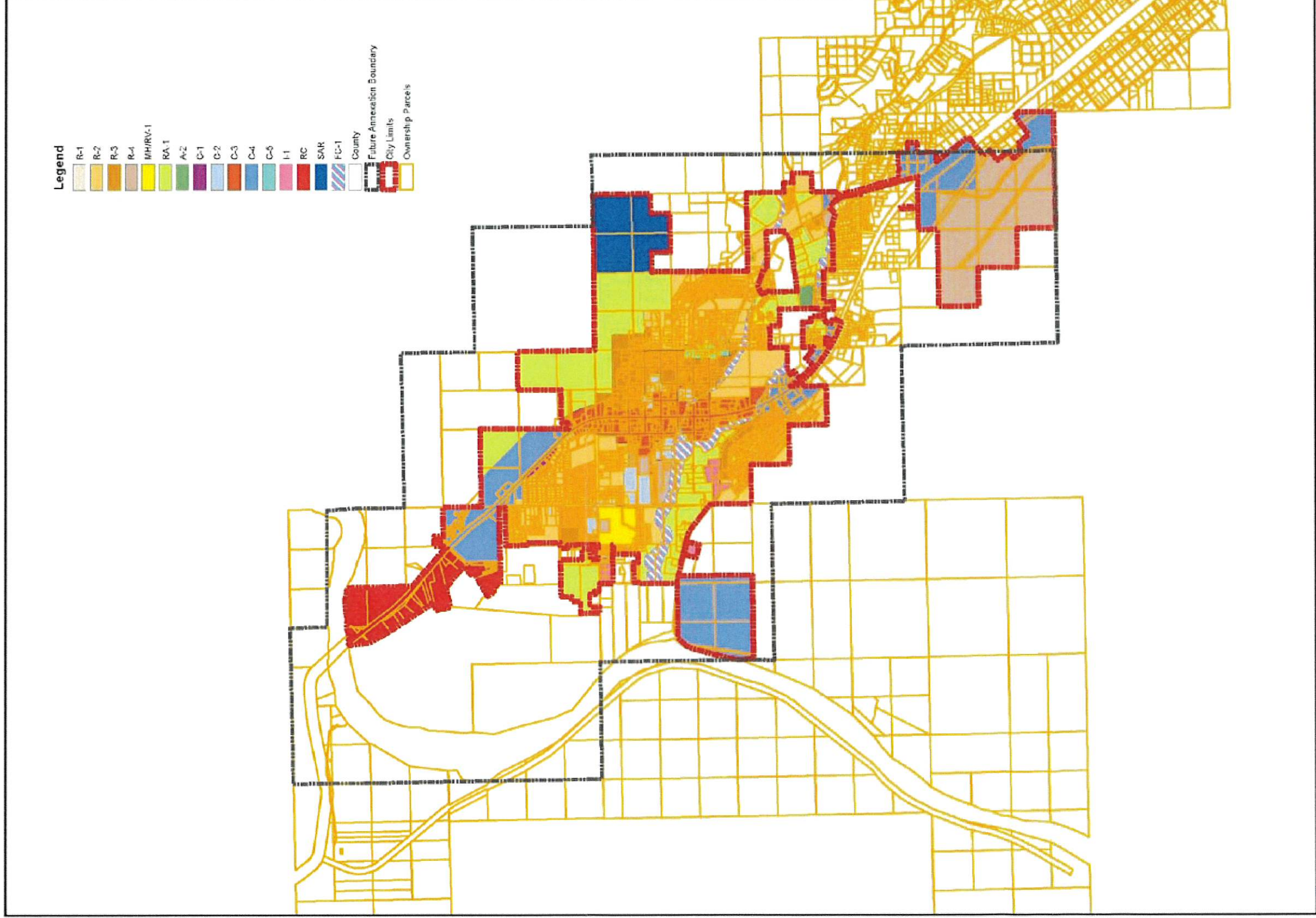
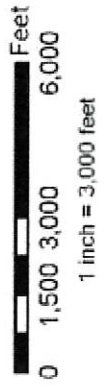


EXHIBIT C

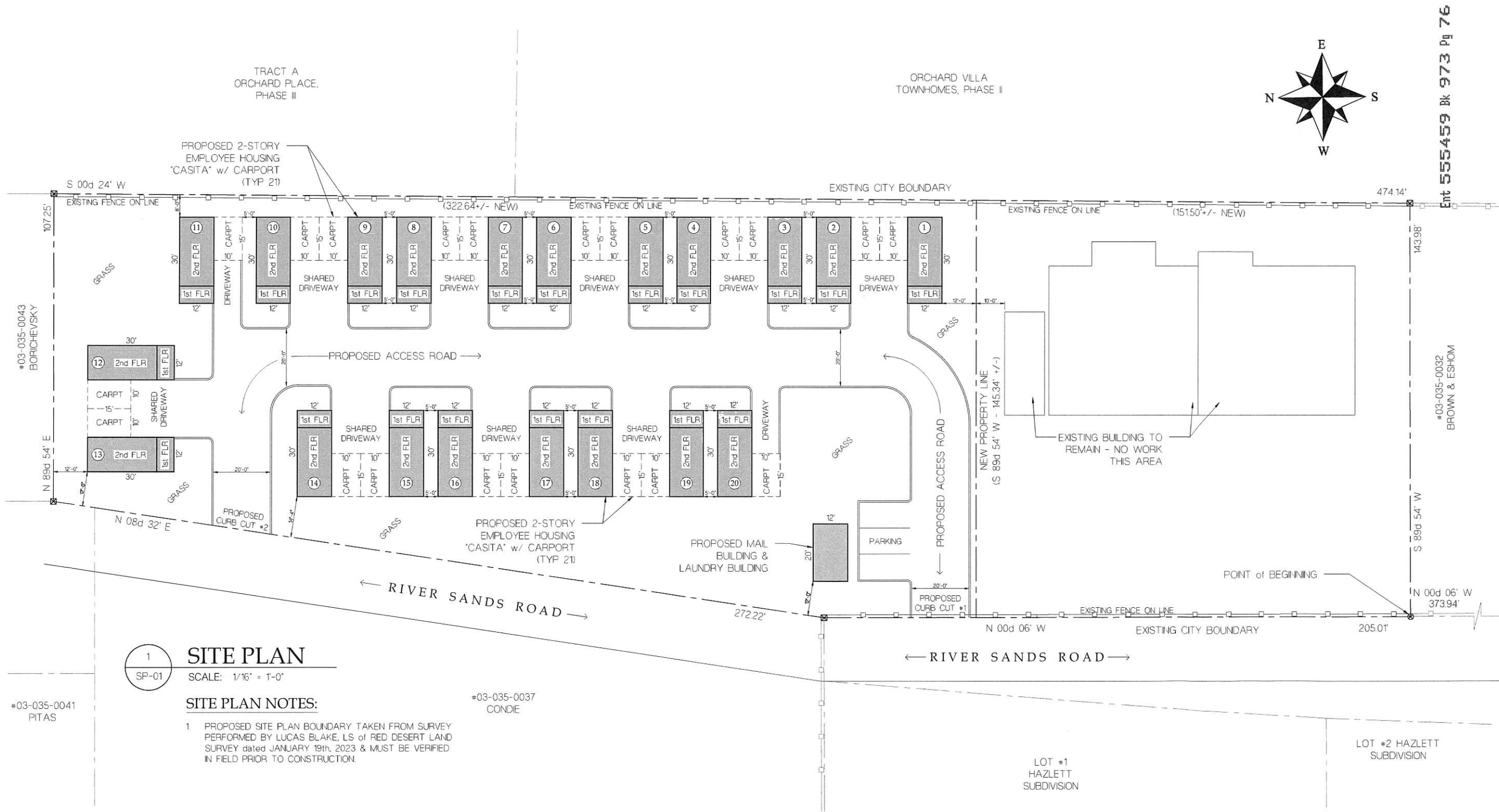
Site Plan

PROPOSED ZONING CHANGE & EMPLOYEE HOUSING

RIVER SANDS II ANNEXATION

486 RIVER SANDS ROAD

MOAB, UTAH



1 SITE PLAN

SP-01 SCALE: 1/16" = 1'-0"

SITE PLAN NOTES:

- 1. PROPOSED SITE PLAN BOUNDARY TAKEN FROM SURVEY PERFORMED BY LUCAS BLAKE, LS OF RED DESERT LAND SURVEY dated JANUARY 19th, 2023 & MUST BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.

Time/Date	Client/Notes

Another Design by:

Victoria Cimmino
 the Moab Architectural Design Company
 design@moabarchitect.com
 cell (631) 338-1722

River Sands II Annexation
 486 RIVER SANDS ROAD
 MOAB, UTAH 84502
 Parcel # 09-0035-0035

PROPOSED ZONING CHANGE & EMPLOYEE HOUSING
SITE PLAN

SP-01
 SHEET NUMBER
 DRAWN: VJC
 SCALE: as noted
 JOB #: 22 - FH II
 March 2023

EXHIBIT D

Restrictive Covenant Agreement

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

Parcel No. [insert parcel number]

Restrictive Covenant Agreement

This Restrictive Covenant Agreement (“**Agreement**”) governs the mixed-use multifamily and commercial project located at 488 River Sands Road, Utah, 84532 (the “**Property**”), as more particularly described in Exhibit 1 attached hereto, and is made and entered into by BISCO PROPERTIES, LLC, LLC (“**Grantor**”), an Utah limited liability company, for and on behalf of the CITY OF MOAB, UTAH (“**Grantee**”).

RECITALS

WHEREAS, Grantor is the record owner of the Property;

WHEREAS, Grantor and Grantee executed a pre-annexation agreement (“Pre-Annexation Agreement”) on [redacted], 2025, 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 100% 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], 2025 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:** Grantor shall lease 100% of the units in the Property to either (i) Active Employment Households,” as that term is defined in Section 17.06.020 of the Moab Municipal Code or applicable successor ordinance or (ii) to students, faculty, or long-term visitors (more than 30 days) of any institution of higher education that is listed with the U.S. Department of Education eligible to participate in the Title IV federal student aid programs where the person attends the institution from within Grand County. Those units that are leased to Active Employment Households shall be deemed “Active Employment Units.”
- 2. 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 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, 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.
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 may not be amended or modified except in writing executed by all the Parties to this Agreement, including any successor in title to the Property or Grantee.
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.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed this ____ day of _____ 2025.

BISCO PROPERTIES, LLC

By: _____
Joshua Bisco, its Member

By: _____
Kali Bisco, its Member

Acknowledgement

State of Utah)
 §
County of Grand)

On this ____ day of _____ 2025, **JOSHUA BISCO AND KALI BISCO**, acting in their authorized capacity as Members of BISCO PROPERTIES, LLC, LLC, personally appeared before me, whose identity has been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that they executed the foregoing **Agreement**, for the purposes stated therein, of their 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 _____ 2025.

City of Moab, Utah

Joette Langianese, Mayor

Acknowledgement

State of Utah)
 §
County of Grant)

On this ____ day of _____ 2025, **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]



TITLE: Change order for Stabilization for Mill Creek at 500 West Project

DISPOSITION: Discussion and possible action

PRESENTER/S: Mark Jolissaint, PE, City Engineer Didar Charles, Assistance City Engineer

ATTACHMENT/S: 500 West Change Order Form

500 West Revised Plans

STAFF RECOMMENDATION: "I move to approve of change order of \$71,005.80 for Stabilization for Mill Creek at 500 West Project"

OTHER OPTIONS:

SUMMARY:

The City put out a bid for a bank protection project under the 500 West bridge over Mill Creek 2024 summer. The work includes significant floodplain debris removal, and grading and armoring around the road bridge. The purpose of this work is to provide flood protection to the bridge, and regrade the channel underneath and upstream floodplain to improve their capacity.

The Council awarded Harrison Oilfield Service, Inc in the amount of \$510,451.30 in August 2024.

During construction, the contractor discovered a concrete slab beneath the bridge and a shallow waterline running nearby. This necessitated revisions to the original plans, specifically regarding the waterline and new grading due to the slab. The change order costs include additional sediment removal, potholing for the waterline, and pedestrian bridge abutment removal further upstream.

As the change order amount exceeds \$50,000, it requires Council approval.

RELEVANT LAWS, STUDIES & PLANS:

See attached 500 West Revised Plans.

RESPONSIBLE DEPARTMENT:

Community Development

FINANCIAL IMPACT:

There are three funding sources for this project: the NRCS EWP program (\$247,500), the City's insurance, and City funds.

**SECTION 00 63 63
CHANGE ORDER FORM**

Owner: **City of Moab**
 Engineer: **Hansen, Allen & Luce**
 Contractor: **Harrison**
 Project: **Stabilization for Mill Creek at 500 West**
 Contract Name: **Stabilization for Mill Creek at 500 West**
 Date Issued: 8-20-2025

Owner's Project No.:
 Engineer's Project No.: 380.16.100
 Contractor's Project No.:

Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

This change order zeroes out quantities for three items that were effectively removed in an earlier plan revision: A-5, A-6, and A-7. Quantity adjustments for A-4 and A-8 are also being made to reflect installed quantities and actual work performed.

Attachments:

Cost estimation

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ 510,451.30	Original Contract Times: Substantial Completion: Within 45 days of NTP Ready for final payment: Within 60 days of NTP
Increase from previously approved Change Orders No. 3 to No. 4: \$18,478.20	Increase from previously approved Change Orders No.1 to No.2: Substantial Completion: 0 additional days Ready for final payment: 0 additional days
Contract Price prior to this Change Order: \$ 531,337.00	Contract Times prior to this Change Order: Substantial Completion: Within 80 days of NTP Ready for final payment: Within 110 days of NTP
Increase of this Change Order: \$ 50,120.10	[Increase] [Decrease] this Change Order: Substantial Completion: 0 additional days Ready for final payment: 0 additional days
Contract Price incorporating this Change Order: \$ 581,457.10	Contract Times with all approved Change Orders: Substantial Completion: Within 80 days of NTP Ready for final payment: Within 110 days of NTP

Recommended by Engineer (if required)

By: _____
 Title: _____
 Date: _____

Approved by Contractor

By: Asheley Wakeham
 Title: MANAGER
 Date: 8/22/2025

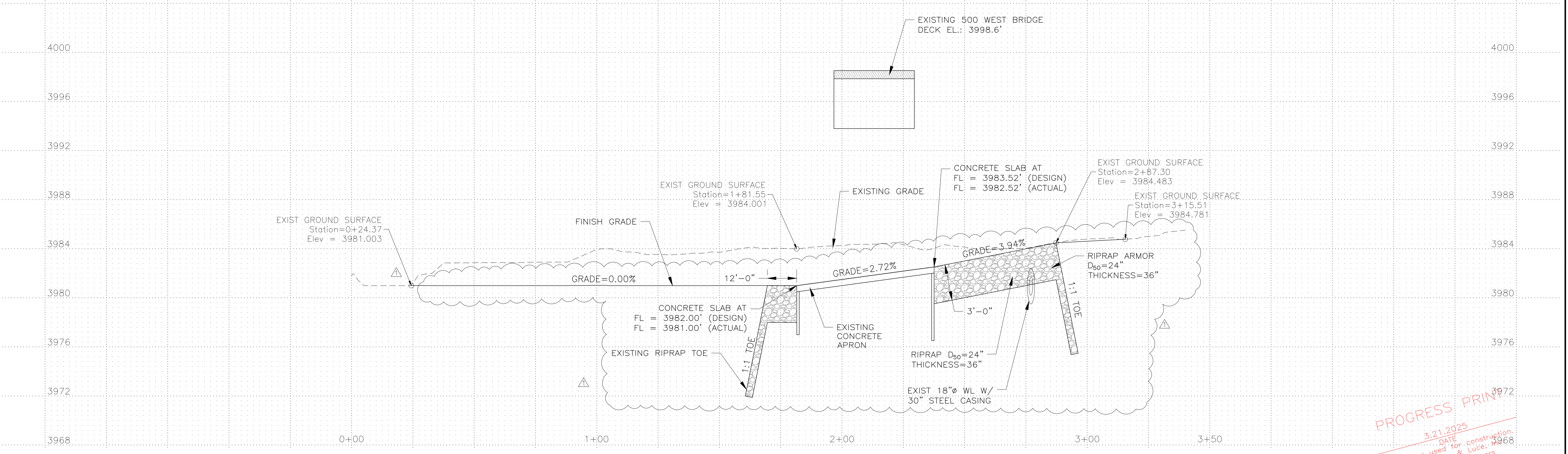
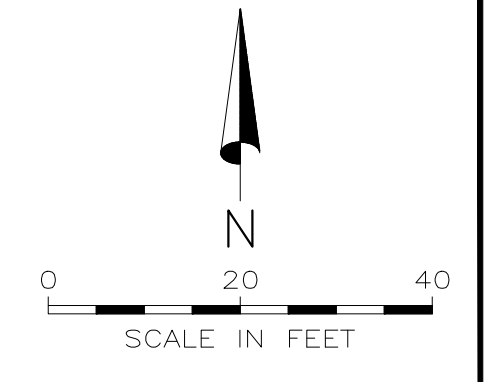
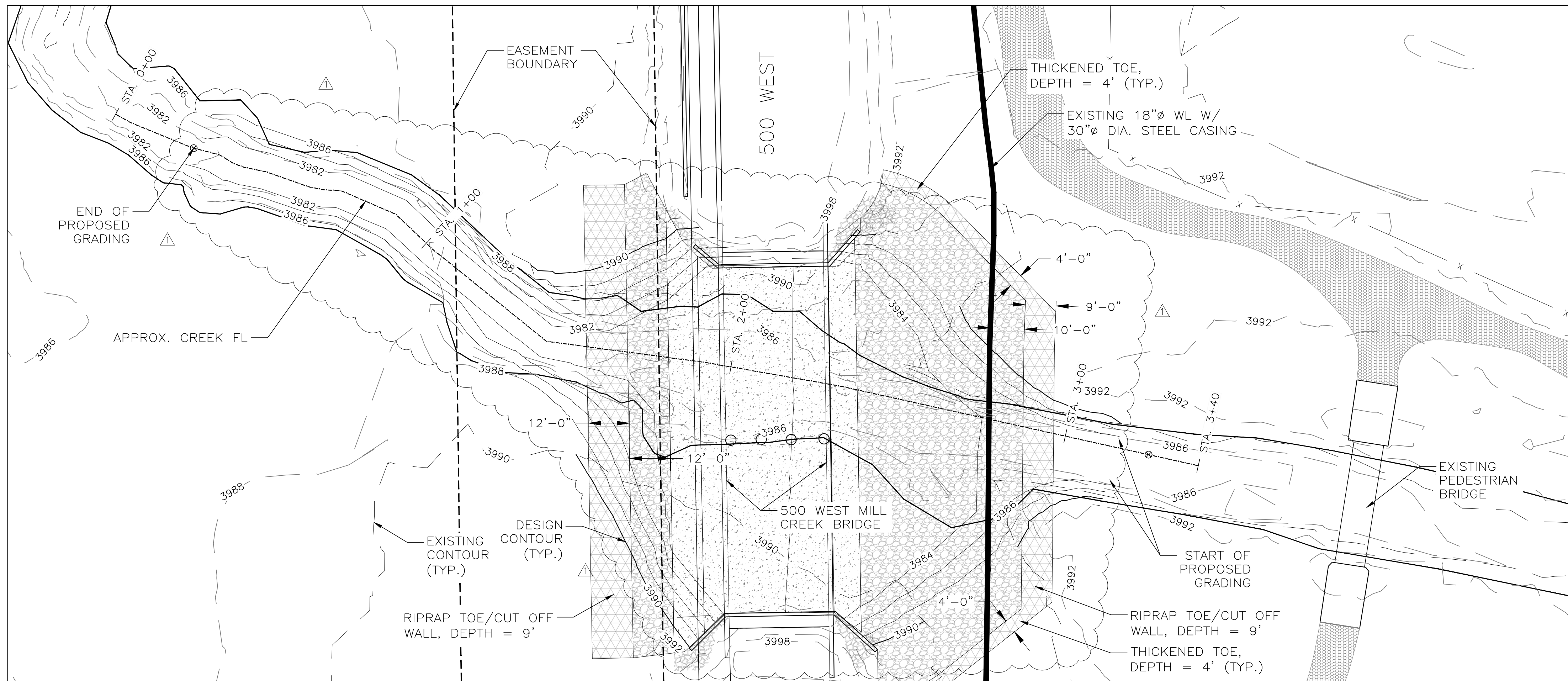
Authorized by Owner

By: _____
 Title: _____
 Date: _____

CHANGE ORDER DETAIL

Item No.	Description of Changes	Decrease in Qty	Increase in Qty	Unit	Unit Cost	Decrease in Contract Price	Increase in Contract Price
A-4	Remove and Dispose of Sediment		1883	CY	\$50.00		\$94,150.00
A-5	Debris Removal	280		CY	\$54.50	\$15,260.00	
A-6	Regrading	150		SY	\$88.84	\$13,326.00	
A-7	Furnish and Install Farm Fencing	1650		LF	\$8.50	\$14,025.00	
A-8	Furnish and Install Riprap	5		CY	\$150.97	\$754.85	
Item No.	Description of Changes	Decrease in Unit Price	Increase in Unit Price	Unit	Qty	Decrease in Contract Price	Increase in Contract Price
A-8	Riprap Stored Materials	\$664.05		LS	1	\$664.05	
					Totals	\$44,029.90	\$94,150.00
						Net Change in Contract Price	\$50,120.10

Bid contract	\$510,451.30	Grant	\$247,500.00
change order 1	\$0.00 plan		
change order 2	\$2,407.50		
change order 3	\$18,478.20		
change order 4	\$50,120.10		
	\$71,005.80		
Total	\$581,457.10		
	\$333,957.10		
			-\$71,005.80



3/21/2025
 Not to be used for construction.
 Hansen, Allen, & Luce, Inc.
 Consultants/Engineers

FILE NAME: 7/04
 FILE DATE:

HANSEN ALLEN & LUCE ENGINEERS	DESIGNED AOR	3	3/6/2025 CHANGES DUE TO FOUND WATERLINE AND CONCRETE	REVISIONS NO. DATE	BY APVD.	SCALE AS SHOWN	CITY OF MOAB	MILL CREEK STABILIZATION CIVIL 500 WEST PROFILE	SHEET PP-1 380.16.100
	DRAFTED AOL	2							

TITLE: Impact Fee Waiver Policy

DISPOSITION: Discussion and possible action

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

ATTACHMENT/S: Draft Affordable Housing Partnership Policy

STAFF RECOMMENDATION: Staff recommends that the City Council approve the proposed policy for providing options to affordable housing developers for no-interest loans for impact fees and standards for the consideration of requests for waivers of impact fees.

Background

The proposed **Affordable Housing Partnership Policy** establishes a framework for how the City of Moab can use its Housing Fund to assist in the development of dedicated affordable housing. The policy formalizes the City's ability to provide impact fee waivers, reductions, or no-interest loans to qualified affordable housing projects.

This approach is designed to make affordable housing projects more financially feasible while maintaining transparency, fiscal responsibility, and consistency in how City resources are used. It encourages partnerships with local developers who commit to long-term affordability through deed restrictions.

The policy addresses impact fee offsets for affordable housing projects by:

- Establishes a framework for the City to assist qualified affordable housing projects through impact fee waivers, reductions, or no-interest loans.
 - Prioritizes loans over fee waivers.
- Applies only to dedicated affordable housing units — not market-rate units — that are deed-restricted for at least 50 years.
- Defines eligibility requirements, including that the developer must be in good standing with the City and the project must be within City limits.
- Authorizes the City Manager to approve no-interest loans for impact fees up to \$200,000 per project, with repayment required within a time frame of occupancy from issuance of loan.
- Allows the City Council to consider full or partial impact fee waivers only in exceptional cases when a loan is not feasible.
 - Sets some criteria for determining exceptional cases.
- Requires fiscal safeguards, such as ensuring the Housing Fund has at least twice the amount of funds available before any loan is approved.
- Sets repayment enforcement mechanisms, including property liens and ineligibility for future program participation if unpaid.
- Ensures transparency and accountability through annual reporting on program participation, Housing Fund expenditures, and affordable units created or preserved.

- Provides a consistent, equitable process for evaluating financial assistance requests that align with the City's long-term affordable housing goals.

Proposed Motion:

"I move that the Moab City Council approve Resolution _____, the Affordable Housing Partnership Policy as presented (or with specified changes)."

RELEVANT LAWS, STUDIES & PLANS:

The fee waiver to support affordable housing is aligned with the City's **General Plan, Affordable Housing Plan**

RESPONSIBLE DEPARTMENT(s):

Administration, Community Development

FINANCIAL IMPACT:

Impact fees are charged to cover the inherent impacts of adding density to systems like water, sewer and storm drains. Over time adding density to these systems will require upgrades and expansions of existing systems.

Waiving the impact fee does not cancel out the impact that a development will have on our systems. In a case where the City waives impact fees for qualified reasons, the City is taking on that burden to fund the waived portion of the impact to our systems.

This new policy provides the ability to offset the impact fees through no-interest loans paid for through the Housing Fund.

CITY OF MOAB ORDINANCE NO. 2025-17

AN ORDINANCE OF THE MOAB CITY COUNCIL ESTABLISHING THE AFFORDABLE HOUSING PARTNERSHIP POLICY AND IMPACT FEE ASSISTANCE PROGRAM TO SUPPORT AFFORDABLE HOUSING DEVELOPMENT IN MOAB

WHEREAS, Utah Code § 10-8-84 authorizes the City Council for the City of Moab (the “City”) to enact ordinances, rules, and regulations “as are necessary and proper to provide for the “safety and [to] preserve the health, and promote the prosperity of its inhabitants;” and

WHEREAS, the City has established the Workforce Assured Housing Ordinance and the Housing Fund (collectively, the “**Housing Fund**”), which consists of fees the City has collected from developers to promote the development of affordable housing within the City; and

WHEREAS, under Moab Municipal Code (“MMC”) § 17.69.040, the City will use proceeds from the Housing Fund “for the acquisition, construction, maintenance, management, or development of affordable housing;” and

WHEREAS, the City has found that partnering with local developers who are willing to develop, dedicate, and manage affordable housing developments on a long-term basis represents an effective and sustainable use of Fund resources to promote affordable housing; and

WHEREAS, several local developers are currently exploring deed-restricted and dedicated affordable housing developments that would directly benefit the citizens of Moab; and

WHEREAS, collaboration between the City and these developers, including measures to reduce impact fee costs, may significantly increase the feasibility and production of affordable housing within the community by private and non-profit developers; and

WHEREAS, MMC § 17.69.110 authorizes the City Council to “waive all or part of the impact fees otherwise payable in connection with affordable housing units” developed in accordance with MMC Chapter 17.69, and that “[a]ny waiver will be vested in the discretion of the City Council based on the merits of the application in attaining the affordability goals” of Chapter 17.69; and

WHEREAS, MMC § 13.25.090 sets forth the process the City uses to review and approve applications that request impact fee waivers, including waivers for “affordable or low income housing by nonprofit and for-profit entities;” and

WHEREAS, the City Council desires to establish a formal and unified policy framework to: (i) guide its consideration of impact fee waiver requests under MMC §§13.25.090, 17.69.040, 17.69.110; and (ii) the City’s use of the Housing Fund to provide loans or fee reductions for qualified affordable housing developments in accordance with the MMC and the City’s affordable housing goals.

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

1. Adoption. The Affordable Housing Partnership Policy and Impact Fee Assistance Program (the “**Policy**”) attached to this Ordinance is enacted.

2. Severability. If a court of competent jurisdiction declares any section, clause, or portion of this Ordinance to be invalid, the remainder will not be affected and will remain in full force and effect.

3. Direction to Staff. City staff, under the direction of the City Manager, are authorized and directed to: (i) make such non-substantive changes and to take such other actions required to finalize, post, and publish this Ordinance; and (ii) to prepare any administrative forms, including any forms, applications or contracts, that may be needed to implement and administer this Ordinance and the Policy.

4. Effective Date. This Ordinance and the Policy will take effect upon the posting of this Ordinance pursuant to Utah Code § 10-3-712.

PASSED AND ADOPTED by a majority of the City Council this ____th day of _____, 2025.

MOAB CITY COUNCIL

By: Joette Langianese, Mayor

ATTEST

Sommar Johnson, Recorder

(Complete as Applicable)

Date ordinance summary was posted to the Moab City website, the Utah Public Notice website, and in a public place within Moab City per Utah Code §10-3-711: _____

Effective date of ordinance: _____

CITY OF MOAB

AFFORDABLE HOUSING PARTNERSHIP POLICY AND IMPACT FEE ASSISTANCE PROGRAM

Effective [insert date]

The City of Moab supports and encourages partnerships between the City and qualified local developers to advance affordable housing s. The City Council authorizes the use of the Workforce Assured Housing Fund (“**Housing Fund**”) as a revolving fund to provide fee waivers, fee reductions, and short-term impact fee loans to support eligible affordable housing partnerships, consistent with this Policy.

Section 1. Policy Adoption

The following policy is hereby adopted as the City’s Affordable Housing Partnership Policy and Impact Fee Assistance Program (the “**Policy**”).

Section 2. Purpose and Intent

The intent of this Policy is to strategically leverage the Housing Fund resources to partner with developers to incentivize the development long-term availability of affordable housing in the City.

The Housing Fund is a finite resource, and the use of these funds without repayment will reduce the Fund’s balance and limit the long-term effectiveness of this policy in supporting affordable housing project within the City.

The Policy serves as the guiding framework the City will follow when reviewing and considering applications for waivers, reductions, or loans related to impact fees for qualifying affordable housing developments.

Section 3. Eligibility

To qualify for consideration of waivers, reductions, or loans related to impact fees and developer must meet the following basic requirements first:

- 1) The affordable housing development must be located within the incorporated boundaries of the City and be subject to impact fees owed to the City.
- 2) The affordable housing development developer must “designate” all affordable housing units, as defined in Section 9 of this Policy.
- 3) Impact Fee waivers, reductions or loans will only be considered for designated affordable housing units and may not be applied to market rate units.

- 4) The developer and/or owner of the affordable housing project must be in good standing with the City, with no outstanding violations, unpaid fees, or compliance issues.

Section 4. Impact Fees Generally

Impact fees are collected by the City to offset the infrastructure impacts of new development, ensuring that growth contributes its fair and proportional share to the cost of public facilities and services. These fees are essential to maintaining the City’s ability to provide reliable utility, transportation, and public infrastructure as the community expands.

Section 5. Authority

Moab Municipal Code (“MMC”) § 17.69.040.C (“Fee in Lieu of Construction”) authorizes the City to use proceeds from the Housing Fund “for the acquisition, construction, maintenance, management, or development of affordable housing.”

MMC § 17.69.110 (“Impact Fee Waiver”) further authorizes the City Council to “waive all or part of the impact fees otherwise payable in connection with affordable housing units” developed in accordance with Chapter 17.69 of the Moab Municipal Code. It also requires that “[a]ny waiver will be vested in the discretion of the City Council based on the merits of the application in attaining the affordability goals” of Chapter 17.69.

Similarly, MMC §13.25.090 (“Extraordinary Adjustments”) authorizes the City Council to waive all or a portion of impact fees for affordable housing projects that serve a broad public or charitable purpose, including the creation of affordable or low-income housing by nonprofit and for-profit entities. This section also sets forth the process developers must follow when applying for an impact fee waiver.

This Policy is therefore established to provide clear guidance and criteria for the City’s consideration of impact fee waivers, reductions, or no-interest loans related to affordable housing developments. Its intent is to ensure that these financial adjustments are applied consistently, transparently, and in a manner that advances the City’s long-term affordable housing goals while maintaining fiscal responsibility and infrastructure sustainability.

Section 5. Impact Fee Waiver Applications

Pursuant to MMC §§ 13.25.090 and 17.69.110, a developer may request a waiver of all or part of the impact fees owed to the City for an affordable housing project, including impact fees owed for water, sewer, storm drain, and/or transportation systems.

A. Impact Fee Waiver Application Requirements

When applying for an impact fee waiver, developers must comply with MMC § 13.25.090.D by submitting a written application to the City Council prior to connecting to City services. The application must contain the following:

- 1) A description of the affordable housing project and its purpose, together with the developer's nonprofit tax identification number (if applicable);
- 2) A statement of the reasons why waiver of fees is appropriate and in the public interest;
- 3) Proof that the affordable housing project will support the affordability goals of MMC Chapter 17.69.100, including proof that the development will meet affordable housing cost criteria, as established from time to time by City housing studies;
- 4) The fee amount requested to be waived and such other relevant information as may be requested by the City Council;
- 5) And any other reasonable information the City Manager or their designee may request to process or review the application.

B. City Manager Review of Applications

The City Manager, or their designee, will review all applications to determine whether the application is complete. If an application is incomplete, the City Manager or their designee will notify the application in writing of the information they need to submit for an application to be considered complete.

The City Manager will provide a recommendation to the City Council for each complete application that requests a waiver or reduction of impact fees for an affordable housing project. Each recommendation will include an opinion from the City Manager as to: (i) whether the application and development satisfy the requirements of this Policy; and (ii) the feasibility of providing the developer of a no-interest loan in lieu of an impact fee waiver pursuant to Section 6 of this Policy.

C. City Council Action on Applications

When acting on an application for the waiver or reduction of impact fees for affordable housing, the City Council will consider the recommendation the City Manager issues under Section 5.B and will use broad discretion in determining whether to approve or deny applications, in whole or in part. When considering an application, the City Council will consider whether:

- 1) The application includes the above information required under Section 5.A of this Policy;
- 2) The affordable housing development meets the eligibility requirements outlined in Section 3 of this Policy;
- 3) The affordable housing project will support the affordability goals of MMC Chapter 17.69.100 and the City's affordable housing cost criteria, as established from time to time by City housing studies; and

- 4) The Housing Fund has sufficient resources, pursuant to Section 8 of this Policy, to offset any waived fees;
- 5) It would be infeasible for the affordable housing project to receive a no-interest loan under Section 6; and
- 6) There are extraordinary circumstances that justify approval of the application.

Pursuant to MMC § 13.25.090.D.2, any aggrieved party may seek judicial review of a decision the City Council makes under this Section in accordance with MMC § 13.25.100.

Section 6. No-Interest Loans for Impact Fees:

Pursuant to MMC §17.69.040, the City Manager or their designee will have the authority to provide no-interest loans for qualified affordable housing developments in accordance with the following requirements:

- 1) A qualified developer may submit a written application to the City Manager requesting a no-interest loan in the amount of impact fees owed for water, sewer, storm drain, or transportation systems. All applications for a no-interest loan must satisfy the criteria for impact fee waivers set forth in Section 3 and must include proof that the affordable housing project will support the affordability goals of MMC Chapter 17.69.100, including proof that the development will meet affordable housing cost criteria, as established from time to time by City housing studies;
- 2) The City Manager will review applications for no-interest loans for completeness in accordance with Section 5.B.
- 3) The City Manager may approve no-interest short-term loans for up to 100% of the Impact Fees owed to the City.
- 4) The maximum loan for any single affordable housing project will not exceed \$200,000.
- 5) The Housing Fund must have at least twice the requested amount of funds available at the time of loan approval.
- 6) A lien for the loan amount will be recorded on the property, subordinate only to primary financing.

- 7) Loans must be repaid in full within five (5) years following the issuance of the first Certificate of Occupancy for the affordable housing development, or within seven (7) years of the loan issuance date, whichever occurs first.
- 8) Failure to repay will result in enforcement of the lien and ineligibility for future Housing Fund partnership participation.
- 9) If the City Manager denies an application for a no-interest loan, the City Manager will notify the developer of their right to appeal the decision pursuant to MMC § 17.69.130.

Section 7. Contracts and Forms

Developers must execute a contract with the City as a precondition for receiving an impact fee waiver the City Council has approved or a no-interest loan the City Manager has approved. Contracts for no-interest loans include a detailed repayment schedule, to be negotiated with the borrower at the time of the loan request. All contracts must include a requirement that the developer, or applicable property owner record a deed restriction that designates the applicable affordable units that are the subject of an impact fee waiver or no-interest loan. The City Manager is authorized to develop, negotiate, and execute all contracts required under this Policy.

Section 8. Program Review and Reporting

City staff will provide an annual report to the City Council summarizing the number and type of affordable housing developments that have applied and received fee waivers or loans, the total amount of Housing Fund expenditures and repayments, and the number of affordable units created or preserved. The City Council will review this Policy periodically to ensure fiscal sustainability and alignment with community housing goals.

Section 9. Definitions

The below definitions will apply to this Policy, in addition to any other applicable definitions of the MMC, including MMC §§ 13.25.010 and 17.69.020. If a conflict arises between the below definitions and a definition found in the MMC, the below definitions will govern.

- 1) *Affordable Housing Project*: A residential development that contains deed-restricted affordable units.
- 2) *Affordable Unit*: A residential unit available for purchase or rent by households earning between 40% and 80% of the Area Median Income (AMI) for Grand County, Utah.
- 3) *AMI*: Area Median Income of Grand County, Utah, as determined by the U.S. Department of Housing and Urban Development (HUD).

- 4) *Designated*: To record a restrictive deed on the property enforceable by the City that ensures designated affordable housing units remain so for at least 50 years.
- 5) *Developer*: the owner or designated representative of the property or Affordable Housing Project.
- 6) *Housing Project*: A residential development that contains deed-restricted affordable units.
- 7) *No-Interest Impact Fee Loan*: A loan made by the City to cover impact fees, to be repaid under contract terms consistent with this Policy between the City and developer.
- 8) *Waiver*: The forgiveness of all or part of impact fees owed to the City.

DRAFT