

**CITY OF MOAB  
PLANNING COMMISSION  
PUBLIC HEARING  
PROPOSED PAYMENT-IN-LIEU OF PARKING**

The City of Moab Planning Commission will hold a Public Hearing on Thursday, October 13, 2016 at approximately 7:00 p.m. in the Council Chambers of the Moab City Offices at 217 East Center Street, Moab, Utah.

The purpose of this public hearing is to solicit public input on a proposed payment-in-lieu of parking application for two parking spaces located at 96 South Main for the Zax Rooftop Addition.

The proposed payment-in-lieu of parking application is available for public review at the Moab City Planning Office located at 217 East Center Street and on the website at [www.moabcity.org](http://www.moabcity.org). Written public comment may be directed to the Planning Department at the listed address. To ensure that the Planning Commission has the opportunity to review written comments prior to the meeting, written comments will only be accepted until 5 pm the day prior to the public hearing.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Planning Office at 217 East Center Street, Moab, Utah 84532; or phone (435) 259-5129 at least three (3) working days prior to the meeting.

/s/ Sommar Johnson  
Zoning Administrator

Published in the Times Independent, September 29 and October 6, 2016.



Jeff Reinhart, Planning Director  
City of Moab  
Planning & Zoning  
Moab, UT 84532

(Delivered via e-mail)

September 27, 2016

Re: Requested payment-in-lieu of parking-Zax Rooftop Addition

Dear Jeff,

We request payment-in-lieu of parking for two (2) spaces for our rooftop addition.

Payment –in-lieu of parking for 2 parking spaces are requested based upon the Moab Municipal Code 17.09.230 (B). Total Stalls Required for the rooftop addition are six (6) spaces (1266 square feet) in accordance to City of Moab Municipal Code 17.09.220 (L) Restaurants, taverns and lounges shall have one (1) parking space per two hundred square feet of *floor area* unless specified for a particular use (municipal code 17.09.240 A)

Total Stalls Required 6

Total Stalls Provided 4

Total Payment-in-lieu of parking 2

Attached hereto is Exhibit “A” identifying the 4 spaces which will be provided.

Respectfully,

A handwritten signature in blue ink, appearing to read "Michael H. Bynum", is written over a light blue horizontal line.

Michael H. Bynum  
Tres Flojos, LLC d/b/a Zax Restaurant and Watering Hole

Cc: Amy Weiser

# ZAX OVERFLOW PARKING MOAB, UTAH

## PROJECT LOCATION



## VICINITY MAP

SCALE: NTS

## SHEET INDEX

COVER SHEET  
SITE PLAN

C-001  
C-101



### GENERAL NOTES:

1. ALL ITEMS LISTED IN THESE NOTES ARE INCIDENTAL TO THE PROJECT AND WILL NOT BE PAID FOR SEPARATELY UNLESS NOTED AND/OR A SPECIFIC ITEM IS LISTED IN THE BID TABULATION.
2. THE CONTRACTOR SHALL HAVE IN HIS POSSESSION AT ALL TIMES ONE (1) SIGNED COPY OF THE PLANS AND SPECIFICATIONS WHICH HAVE BEEN APPROVED BY THE APPROPRIATE AGENCIES.
3. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE APPLICABLE STANDARDS (SEE LIST BELOW). THE CONTRACTOR MUST HAVE A COPY OF THESE DOCUMENTS ON SITE AT ALL TIMES. WHEN REQUIREMENTS IN THE DRAWINGS AND THE APPLICABLE STANDARDS CONFLICT, THE MORE STRINGENT REQUIREMENT SHALL APPLY.
4. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS PRIOR TO THE COMMENCEMENT OF ANY WORK ON THE PROJECT AND/OR WORK IN THE PUBLIC RIGHT-OF-WAY.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE OWNER/DEVELOPER OF ANY PROBLEMS IN CONFORMING TO THE APPROVED PLANS FOR ANY ELEMENT OF THE PROPOSED IMPROVEMENTS PRIOR TO ITS CONSTRUCTION.
6. THE DEVELOPER SHALL BE RESPONSIBLE FOR RESOLVING CONSTRUCTION PROBLEMS THAT ARISE DURING CONSTRUCTION ACTIVITIES DUE TO CHANGED CONDITIONS OR DESIGN ERRORS ENCOUNTERED BY THE CONTRACTOR DURING THE PROGRESS OF ANY PORTION OF THE PROPOSED WORK. IF IN THE OPINION OF AN AGENCY INSPECTOR OR THE OWNERS REPRESENTATIVES, THE MODIFICATIONS TO THE APPROVED PLANS PROPOSED BY THE DEVELOPER INVOLVE SIGNIFICANT CHANGES TO THE CHARACTER OF THE WORK OR TO FUTURE CONTIGUOUS PUBLIC OR PRIVATE IMPROVEMENTS, THE DEVELOPER SHALL BE RESPONSIBLE FOR SUBMITTING REVISED PLANS TO THE APPROPRIATE AGENCIES FOR APPROVAL PRIOR TO ANY FURTHER CONSTRUCTION RELATED TO THAT PORTION OF WORK.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING PROJECT "RECORD DRAWINGS" PER THE APPLICABLE STANDARDS (SEE LIST BELOW). THE CONTRACTOR SHALL ALSO PROVIDE ONE (1) COPY OF EACH TO THE OWNER, ENGINEER, AND ANY OTHER APPROPRIATE AGENCIES PRIOR TO FINAL ACCEPTANCE OF THE WORK.
8. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS AT AND ADJACENT TO THE JOB SITE INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL INFORMATION/LOCATIONS IDENTIFIED ON THESE PLANS PRIOR TO CONSTRUCTION.

### INCIDENTAL DAMAGE:

10. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY PUBLIC OR PRIVATE IMPROVEMENT, IN KIND, THAT WERE REMOVED OR DAMAGED DURING CONSTRUCTION INCLUDING BUT NOT LIMITED TO: RESIDENTIAL SERVICES, SIGNS, WATER LINES, SEWER LINES, STORM DRAINS, ETC.
11. THE CONTRACTOR SHALL REPAIR OR REPLACE EXISTING LANDSCAPING, IN KIND, THAT WAS REMOVED OR DAMAGED DURING CONSTRUCTION. THE CONTRACTOR SHALL GUARANTEE SAID LANDSCAPING FOR ONE (1) YEAR AFTER THE FINAL ACCEPTANCE OF THE CONSTRUCTION.
12. THE CONTRACTOR SHALL RESET ALL SURVEY MONUMENTS DISTURBED DURING CONSTRUCTION WITHIN 60 DAYS OF PROJECT COMPLETION.
13. ANY CONSTRUCTION DEBRIS OR MUD TRACKING IN THE PUBLIC RIGHT-OF-WAY SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR. THE CONTRACTOR SHALL IMMEDIATELY FIX ANY DAMAGE OR EXCESSIVE PAVEMENT FAILURES OUTSIDE OF THE PROJECT LIMITS CAUSED BY THE PROJECT CONSTRUCTION AND SHALL PROPERLY BARRICADE THE AFFECTED AREA UNTIL NECESSARY REPAIRS ARE COMPLETE. FAILURE BY THE CONTRACTOR TO CORRECT ANY OF THE ABOVE CONDITIONS WITHIN PUBLIC RIGHTS-OR-WAY WITHIN 48 HOURS OF WRITTEN NOTICE BY THE INSPECTING AGENCY SHALL CAUSE THE INSPECTING AGENCY TO ISSUE A STOP WORK ORDER. AT THIS TIME, THE AGENCY MAY PERFORM THE CORRECTIVE WORK AND MAKE A CLAIM AGAINST THE ESCROW BOND FOR ANY COST INCURRED BY THE AGENCY.

### INSPECTIONS AND MATERIAL TESTING:

14. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE APPROVING AGENCIES, AGENCY INSPECTORS, AND OWNER'S REPRESENTATIVES REGARDING MATERIAL TESTING AND INSPECTION PROCEDURES. ANY REQUIRED RE-TESTING, RE-WORK, OR DELAYS RESULTING FROM THE FAILURE OF THE CONTRACTOR TO FOLLOW THE APPROPRIATE PROCEDURES SHALL BE AT THE CONTRACTOR'S EXPENSE.
15. THE DUTY OF THE AGENCY REPRESENTATIVES, OWNER, OR OWNER'S REPRESENTATIVES TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON, OR NEAR THE CONSTRUCTION SITE.

### PARKING LOT RECONSTRUCTION:

16. CONTRACTOR SHALL ADJUST RIMS OF ALL CLEANOUTS, MANHOLES, VALVE COVERS, AND SURVEY MONUMENTS TO FINISH GRADE PRIOR TO FINAL MATERIAL PLACEMENT.
17. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGMEN OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY IN ACCORDANCE WITH THE CURRENT MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

### GRADING AND DRAINAGE:

18. A WATER TRUCK, IF CALLED FOR BY AN AGENCY INSPECTOR OR OWNER'S REPRESENTATIVE, WILL BE PROVIDED TO KEEP WIND EROSION IN CHECK.
19. ANY SETTLEMENT OR SOIL ACCUMULATION BEYOND THE PROPERTY LIMITS DUE TO GRADING OR EROSION SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR.

### UTILITIES:

20. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH UTILITY PROVIDERS AND APPROVING AGENCIES FOR ANY PLANNED INTERRUPTION OF UTILITY SERVICES SUCH AS ELECTRICAL, TELEPHONE, WATER, SEWER, GAS, ETC.
21. THE CONTRACTOR SHALL PROVIDE TRENCH BACKFILL MATERIAL AND COMPACTION OF BACKFILL MATERIAL PER THE APPROVED PLANS, SPECIFICATIONS AND APPLICABLE STANDARDS. IF IN THE OPINION OF THE AGENCY OR OWNER'S REPRESENTATIVES THE EXCAVATED MATERIAL IS NOT SATISFACTORY FOR USE AS BACKFILL, THE CONTRACTOR SHALL PROVIDE 1" AGGREGATE BASE COURSE (ABC) MATERIAL FOR TRENCH BACKFILL. THE CONTRACTOR SHALL PROVIDE A UNIT PRICE FOR CUBIC YARDS OF 1" ABC WITH THEIR BID.
22. CONTRACTOR SHALL CONTACT THE APPROPRIATE AGENCIES FOR THE LOCATION OF UNDERGROUND GAS, ELECTRIC, TELEPHONE, FIBER OPTIC, CABLE TV, AND ANY OTHER PUBLIC OR PRIVATE UTILITIES AT LEAST TWO (2) FULL BUSINESS DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
23. EXISTING UTILITY LOCATIONS AND DEPTHS SHOWN ON THESE PLANS ARE APPROXIMATE AND ALL EXISTING LINES MAY NOT BE SHOWN. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING CROSSINGS AND DEPTHS PRIOR TO CONSTRUCTION.

APPLICABLE STANDARDS: MOAB CITY DESIGN STANDARDS AND PUBLIC IMPROVEMENT STANDARDS  
AMERICAN PUBLIC WORKS ASSOCIATION (APWA) MANUAL OF STANDARDS

SHEET  
C-001

150 Rock Point Drive  
Suite F  
Durango, CO 81301  
970-403-5088



ZAX  
OVERFLOW PARKING  
96 S MAIN ST  
MOAB, UTAH 84532  
GENERAL NOTES

Date: 09/22/2016  
Drawn By: MS  
Checked By: JP  
Revisions:



EXISTING WOODEN FENCE

DESERT BISTRO PARKING

OPEN ACCESS TO DESERT BISTRO PARKING AREA

EXISTING CURB CUT ENTRANCE

TRAFFIC FLOW CENTER LINE

155.8

GRAVEL LOT TO REMAIN AS IS

EXISTING SIDEWALK

S 100 W

EXISTING CURB CUT ENTRANCE

FOUR GRAVEL PARKING SPACES

APPROXIMATE EDGE OF FLOODWAY

1 2 3 4

18.50 (TYP)

9.00 (TYP)

100

SITE PLAN NOTES:

- 1. ALL DIMENSIONS ARE IN FEET.
- 2. LOT DIMENSIONS ARE APPROXIMATE.
- 3. EDGE OF FLOODWAY BASED ON MOAB FLOOD ZONE MAPPING.

SHEET C-101

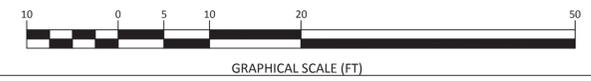
150 Rock Point Drive Suite F Durango, CO 81301 970-403-5088



ZAX OVERFLOW PARKING 96 S MAIN ST MOAB, UTAH 84532 SITE PLAN

Date: 09/22/2016 Drawn By: MS Checked By: JP Revisions: 09/28/2016

FOR REVIEW ONLY NOT FOR CONSTRUCTION



GRAPHICAL SCALE (FT)