

Mayor
Colten Johnson
City Council
Arlon Chamberlain
Scott Colson
Chris Heaton
Boyd Corry
Peter Banks



City Manager
Kyler Ludwig
City Attorney
Kent Burggraaf
City Recorder
Celeste Cram
City Treasurer
Danielle Ramsay

NOTICE OF MEETING OF THE KANAB CITY COUNCIL

Notice is hereby given that the Kanab City Council will hold a regular council meeting on the **26th day of March 2024**, in the City Council chambers at the Kanab City Office, **26 N 100 E, Kanab, Utah**. The Council Meeting will convene at 6:30 p.m. and the agenda will be as follows:

WORK MEETING

- 1) MAYOR AND COUNCIL BUSINESS – LIAISON REPORTS**
- 2) CITY STAFF BUSINESS**

BUSINESS MEETING

- 1) CALL TO ORDER AND ROLL CALL**
- 2) PUBLIC COMMENT PERIOD:** Members of the public are invited to address the Council. Participants are asked to keep their comments to 3 minutes and follow the rules of civility outlined in Kanab Ordinance 3-601.
- 3) CONSENT ITEMS:** (Consent contain routine, non-controversial items that require City Council action but need little or no City Council deliberation).
 - A) Approval of City Council Minutes:**
March 12, 2024 Regular City Council Meeting.
 - B) Approval of Accounts Payable Vouchers**
Accounts Payable March 12, 2024 - \$74,966.15
Accounts Payable March 19, 2024 - \$60,572.01
- 4) BOARD COMMISSION, COMMITTEE APPOINTMENTS:** None at this time.
- 5) PRESENTATIONS:** None at this time

– A Western Classic –

6) PUBLIC HEARING ITEMS:

- A) Public hearing, discussion, and consideration of a resolution amending the Fiscal Year 2023/2024 Budget

7) ACTION ITEMS READY FOR VOTE:

- A) Discussion and consideration of an ordinance changing the zoning designation of parcel K-24-4A from R-1-8 to C2 [applicant Ben Beckstead] located at 202 E 100 N.
- B) Discussion and consideration of an ordinance amending the Kanab General Ordinance Section 10-600 Building Regulation regarding temporary structures used during construction of commercial, planned unit developments, and subdivision developments.
- C) Discussion and consideration of an ordinance approving a development agreement for the Hidden Canyon Subdivision, a planned development overlay on parcel K-15-1-Annex & K-14-15-Annex [applicant Jim Guthrie] located at 1700 E Highway 89.

8) ITEMS FOR DISCUSSION:

- A) Discussion on the 2024 Public Safety and Sewer Impact Fees Facilities Plans.
- B) Review and Discussion of the March 21, 2024 letter from Kane County School District regarding the new Kanab Elementary School.

9) REVIEW AND DISCUSSION OF THE APRIL 9, 2024 CITY COUNCIL MEETING AGENDA.

ADDITIONAL NOTICES:

Times listed for each item on the agenda may be accelerated, as time permits, or taken out of order. The public comment period and public hearings are intended for the public to provide input to the Council or to pose questions individuals believe the Council and City staff should consider. Public hearings are not intended for individual members of the public to engage in conversation. While questions may be posed by a member of the public, the Council and City staff will attempt to refrain from answering or engaging in conversation during the public hearing.

An item listed on the agenda may be discussed in a closed portion of the public meeting, in which the public may be excused, if it meets the criteria outlined in the Open and Public Meetings Act (see Utah Code 52-4-204 and -205).

If you are planning to attend this public meeting and due to a disability need assistance in understanding or participating in the meeting, please notify the City eight (8) or more hours in advance of the meeting, and we will try to provide whatever assistance may be required. Please contact Celeste Cram at the Kanab City offices.

– A Western Classic –

Kanab City Council Meeting
March 12th, 2024
Kanab City Council Chambers
26 North 100 East
6:30 PM

Work Meeting

1. Mayor and Council Business – Liaison Reports

Liaison Report

Councilmember Chamberlain – None.

Councilmember Banks – The Library Board is doing good things.

Councilmember Corry – He is still waiting on the beautification board to meet.

Mayor Johnson – None.

Councilmember Heaton – None.

Councilmember Colson – None.

- 2. City Staff Business – There will be an Easter egg hunt at the Ranchos Park on March 30th. The City will be having a meeting with UDOT, the engineers, and staff about Kanab Creek Drive and US89 on the 14th.**

Business Meeting

- 1. Call to Order and Roll Call – Councilmember Chamberlain called the meeting to order. Councilmember Banks offered the invocation. Mr. Burggraaf led the pledge of allegiance.**

In attendance: Mayor Johnson (6:55); Councilmember Chamberlain, Councilmember Banks, Councilmember Corry, Councilmember Heaton; City Manager Kyler Ludwig; Recorder Celeste Cram; Building Inspector & Land Use Coordinator Janae Chatterley; and City Attorney Kent Burggraaf.

Not in attendance – None.

3. Public Comment Period –

Alan Seilhammer: Mr. Seilhammer is the Wreaths Across America coordinator. They received a grant and want to express thanks to the council. He presented gifts for Mayor Johnson, Councilmember Banks, Councilmember Colson, Councilmember Heaton, and Cemetery Director Danielle Ramsay.

4. Consent Items:

- a. **Approval of City Council Minutes:
February 27, 2024 Regular City Council Meeting.**
- b. **Approval of Accounts Payable Vouchers**
 - i. **March 5, 2024 (\$55,775.84)**

Councilmember Heaton made a motion to approve the consent items as listed in the packet. Councilmember Corry seconds, unanimous vote. Motion passed.

5. Board Commission, Committee

- a. **Consideration of the appointment of Bill Mader to the Kanab Library Board through 12/31/2027**

Councilmember Colson made a motion to nominate Bill Mader to the Library Board through 12/31/2027. Councilmember Heaton seconds. Unanimous vote, motion passed.

6. Presentations: None at this time.

7. Public Hearing Items:

- a. **Public hearing, discussion and consideration of a plat amendment for a lot line adjustment on parcel K-134-713A and K-134-713B [Peterson & Moqui] located at 1693 S. Powell Dr. and 537 W. Piute Dr. in the Kanab Creek Ranchos Subdivision, Unit 7 [Applicant Red Sands Geomatics].**

Mrs. Chatterley stated that Red Sands Geomatics, representative of Trevor and Jodi Peterson and Moqui Knoll, LLC applied to amend the plat for Kanab Creek Ranchos, Unit 7 parcels K-134-713A & K-134-713B located approximately at 1693 S Powell Dr. & 537 W Piute Dr. The plat amendment consists of a lot line adjustment. The current zone is RR-1. Currently lot 713A is 1.78 acres and 713B is 3.03 acres. The proposed lot line adjustment will increase lot 713A to 2.28 acres and decrease lot 713B to 2.52 acres. Development Committee has reviewed the application, sketch plan and narrative provided by the applicant. Staff has determined:

- The application meets the requirements of the subdivision ordinance.
- The application meets the zoning ordinance.
- When sensitive lands have been identified necessitating abatement of conditions; staff will
- Require a geotech study prior to any issuance of building permits.
- The subdivision is consistent with the General Plan and Future Land Use Map.
- Parcel is zoned RR-1.
- The proposed streets conform to the guidelines found in the Transportation Master Plan.

-No Public Comment-

Councilmember Corry made a motion to approve the plat amendment to the Kanab Creek Ranchos, Unit 7, affecting parcels K-134-713A & K-134-713B based on the findings and conditions of approval as outlined in the staff report #2024004. Councilmember Banks seconded.

Councilmember Colson – Yes
Councilmember Heaton – Yes
Councilmember Corry - Yes
Councilmember Banks - Yes
Councilmember Chamberlain – None.
Motion passed.

8. Action Items Ready for Vote:

a. Discussion and consideration of a resolution authorizing Kane County to develop on street angled parking on City owned property north of parcel K-23-1.

Mr. Ludwig stated that Kane County has proposed the development of off-site parking on Kanab City property located north of the Kanab Center lot (parcel K-23-1). The parking area is proposed on City owned property adjacent to 100 North. The parking is intended to meet current and future needs of the development. In March of 2023 the City entered a similar agreement with the County for property adjacent to the County Offices on 100 North. The County in the agreement is responsible for upkeep, and ensuring storm water on the property is addressed with their design. Following approval from the City Council the County will start a final design of the parking layout. The adjacent property owner to the east has expressed interest in developing parking on City Property and may come to the City and request similar use through a franchise agreement or development agreement.

Councilmember Colson made a motion to approve Resolution 3-1-24 R, A Resolution Authorizing Kane County to use City Property North of Their Property Located at 20 North 100 East to Install Public Parking Stalls. Councilmember Heaton seconds.

Councilmember Colson – Yes
Councilmember Heaton – Yes
Councilmember Corry - Yes
Councilmember Banks - Yes
Councilmember Chamberlain – None.
Motion passed.

Mayor Johnson arrived (6:55).

b. Discussion and acceptance for further consideration of an annexation petition from the property owners of parcel 3-6-29-2A (Kenneth and Lena Seng – 19.67 acres) [Utah Code 10-2-405].

Councilmember Heaton recused.

March 1, 2024 Kane County mailed and emailed a Notice of Intent to File a Petition for Annexation. The notice was to inform the City of Kanab that the property owners of parcel 3-6- 29-2A were interested in annexation into the City limits. On March 5, 2024 Kanab City received a petition from more than 1/3 (in real property value) of the property owners petitioning annexation into the City. The petition represents the full ownership of the 19.67 acres of property. If the City fails to review the petition on or before the March 26th City Council Meeting it is accepted for further consideration without Council action.

Following acceptance for further consideration the City Clerk will review the petition within 30 days. The clerk will ensure the petition meets state codes (10-2-403(3) and (4)). After approval from the City Clerk the City has 10 days to notify property owners (within 1/2 mile) and public entities impacted by the proposed annexation of the petition and of the process to protest (30 day protest period).

After the protest period the City can schedule a public hearing on the annexation. The public should have at least 7-days' notice of the public hearing.

Josh Beazer (Iron Rock Group Representative): Mr. Beazer stated that Louis Pratt contacted them about a Garkane easement, but they are working with Garkane regarding his concern.

Councilmember Chamberlain made a motion to accept the Petition for Annexation of parcel 3-6-29-2A for further consideration and direct the City Clerk to review the Annexation Petition. Councilmember Corry seconds.

Councilmember Colson – Yes

Councilmember Heaton – Recused

Councilmember Corry - Yes

Councilmember Banks - Yes

Councilmember Chamberlain – Yes

Motion passed

9. Items for Discussion:

a. Discussion on the 2024 Recreation and Transportation Impact Fees Facilities Plans.

Mr. Ludwig made a presentation to the council. Included in that presentation were charts showing historical annual growth rates, with an average of 3%. Projected annual growth with this study are shown as 3% for 10 years (2023-2032) then 2% after that (2033-2043). It is assumed that residential and commercial growth will occur at that same rate. Kanab City currently operates and maintains five existing parks and two recreational facilities. Kanab has one paved trail that connects to the Kane County Water Conservancy District's trails around Jackson Flat Reservoir.

- 2 Community Parks – Jacob Hamblin Park, Kanab Creek Ranchos Park
- 3 Special Use Parks – Kanab Creek Ranchos Entrance Park, Levi Stewart Memorial Park, Cemetery
- 2 Recreation Facilities – City Pool, Kanab Center (partnered with Kane County)

- Level of Service
- Existing LOS for Parks is 5.95 ac/1,000 people
- Existing LOS for Undeveloped Parks is 3.44 ac/1,000 people
- Existing LOS for Paved Trails is 0.22 mi/1,000 people
- Existing LOS for Recreation Facilities is 4,828.5 sq-ft/1,000 people

Discussion on the FY2024 Budget and a potential mid-year amendment.

The facility plan provides further analysis of the LOS and provides an action plan and recommended improvements to guide the development of park, trails, and recreation facilities in Kanab.

Recommended Projects:

- 17 parks identified - 82.8 acres
- 25 trails identified - 29.8 miles
- Expansion of the city pool facility or new recreation building
- Total impact fee eligible cost of all improvements not to exceed \$7,211,281.94

Mayor Johnson and the commission members discussed the different proposed amenities with Mr. Ludwig. Mayor Johnson suggested adding upgrades/expansion to the pool section, and also adding potential golf courses to the list.

Mr. Ludwig stated that Kanab City maintains approximately 51.6 miles of roadway. UDOT also has approximately 11.1 miles of state roads within city limits. Kane County also owns and maintains Kane Plex Drive within city limits.

He discussed and went over the graph listed in the packet of existing projects on our list of potential improvements for the council.

The commission discussed the comparable towns that the engineers model our data after. They feel like there are other towns that would be a better fit to model our transportation impact fee facility plan after.

10. Review and Discussion of the March 26, 2024 City Council Meeting Agenda.

Mr. Ludwig stated that there are a couple of meeting items that will be coming up for the council to be thinking about.

The first item is that there are two properties that the county will be asking for zone changes.

They will also be talking about the Public Safety and Sewer impact fee analysis and eligible projects.

The Hidden Canyon Development will be bringing a development agreement. The council and staff briefly talked about a previous development agreement with this developer and the City.

Mr. Ludwig continued to discuss that there will be a budget amendment with some proposed changes as a result of received grant funding.

Councilmember Heaton made a motion to adjourn. Councilmember Colson seconds. Unanimous vote, meeting adjourned.

Report Criteria:
 Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/24	03/12/2024	36655	560	GARKANE ENERGY	10-2100	9,265.39
03/24	03/12/2024	36656	615	HONEY'S MARKETPLACE	10-2100	6.04
03/24	03/12/2024	36657	880	KANE CO. SPECIAL SERVICE DIST.	10-2100	30,153.89
03/24	03/12/2024	36658	990	BLUE STAKES OF UTAH 811	51-2100	32.77
03/24	03/12/2024	36659	1080	AMERIGAS PROPANE LP	10-2100	397.53
03/24	03/12/2024	36660	1300	SOUTHERN UTAH PUBLISHING	10-2100	40.00
03/24	03/12/2024	36661	1680	SKAGGS COMPANIES, INC.	10-2100	3,596.74
03/24	03/12/2024	36662	1780	UTAH PUBLIC TREASURER	10-2100	3,500.00
03/24	03/12/2024	36663	2260	DAT MANAGEMENT, INC	10-2100	37.00
03/24	03/12/2024	36664	2945	NORRIS BROWN CONSTRUCTION	10-2100	600.00
03/24	03/12/2024	36665	3900	KANAB CITY CORPORATION	10-2100	39.00
03/24	03/12/2024	36666	4035	UTAH RISK MANAGEMENT	10-2100	1,307.08
03/24	03/12/2024	36667	4690	LITTLE'S DIESEL SERVICE	10-2100	1,598.29
03/24	03/12/2024	36668	7375	MAXWELL CONSTRUCTION	10-2100	6,650.35
03/24	03/12/2024	36669	8375	GARKANE	42-2100	390.00
03/24	03/12/2024	36670	8850	ALLDREDGE, ALAN	10-2100	.00 V
03/24	03/12/2024	36671	11126	WAXIE SANITARY SUPPLY	10-2100	418.27
03/24	03/12/2024	36672	11266	LB 413071	51-2100	630.68
03/24	03/12/2024	36673	11843	RAMSAY SERVICE INC.	10-2100	811.80
03/24	03/12/2024	36674	12129	CHILD SUPPORT SERVICES	02-2100	110.00
03/24	03/12/2024	36675	12285	STOTZ EQUIPMENT	10-2100	284.94
03/24	03/12/2024	36676	12288	NICHOLSON, BOB	10-2100	900.00
03/24	03/12/2024	36677	12383	IRON ROCK GROUP	10-2100	265.00
03/24	03/12/2024	36678	12677	SG WATER STORE	10-2100	13.90
03/24	03/12/2024	36679	12788	KANE CO. SPECIAL SERVICE DIST.	10-2100	6,386.29
03/24	03/12/2024	36680	13208	FREEDOM MAILING SERVICES, INC.	10-2100	1,973.28
03/24	03/12/2024	36681	13340	ST. GEORGE CARQUEST	51-2100	1,652.85
03/24	03/12/2024	36682	13480	DEPT OF GOVERNMENT OPERATION	10-2100	2,905.06
03/24	03/12/2024	36683	13481	WILLIAM H. LEIGH, PC	10-2100	1,000.00
Grand Totals:						<u>74,966.15</u>

Report Criteria:
 Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/24	03/19/2024	36685	300	CROSBY HOME & FARM CENTER	51-2100	21.99
03/24	03/19/2024	36686	380	ALPHA ENGINEERING	51-2100	3,315.95
03/24	03/19/2024	36687	1080	AMERIGAS PROPANE LP	10-2100	1,585.40
03/24	03/19/2024	36688	1150	STAKER & PARSON COMPANIES	10-2100	1,488.00
03/24	03/19/2024	36689	1290	CASELLE	10-2100	3,000.00
03/24	03/19/2024	36690	1300	SOUTHERN UTAH PUBLISHING	41-2100	131.00
03/24	03/19/2024	36691	2085	AT&T MOBILITY	10-2100	119.50
03/24	03/19/2024	36692	2340	UTAH PROSECUTION COUNCIL	10-2100	125.00
03/24	03/19/2024	36693	3880	INTERMOUNTAIN FARMERS ASSOCIA	10-2100	7,711.48
03/24	03/19/2024	36694	8375	GARKANE	41-2100	588.90
03/24	03/19/2024	36695	9010	GLAZIER'S MARKET	10-2100	45.48
03/24	03/19/2024	36696	9501	BUSINESS SOLUTIONS GROUP	10-2100	337.94
03/24	03/19/2024	36697	12122	EMERGENCY VEHICLE SYSTEMS	10-2100	13,474.00
03/24	03/19/2024	36698	12144	BANKCARD CENTER	10-2100	25,457.79
03/24	03/19/2024	36699	13287	CANDACE REID LAW, PC	10-2100	500.00
03/24	03/19/2024	36700	13490	LOCKER ROOM	41-2100	2,669.58
Grand Totals:						<u>60,572.01</u>

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KANAB
—UTAH—

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DATE: March 26, 2024
TO: Mayor and City Council
SUBJECT: FY 2024 Budget Amendment
PREPARED BY: City Manager, Kyler Ludwig

Background:

Throughout the year the City is allowed to make changes to the annual budget. Adjustments in expenditure authority are needed as projected expenditures change and as revenues change. The proposed budget amendment was advertised in the Southern Utah News, posted on the public notice website, and was made available at the City offices and on the City Website.

Analysis:

A summary of the changes has been included in the packet.
The projected revenues in the general fund are going from 5,331,876 to 6,034,876
The projected expenditures in the general fund are going from 5,707,500 to 6,492,000
At least one more budget amendment is likely prior to the end of the year.

Financial:

This budget amendment is required for compliance with State Law.

Recommendations/Actions: It is recommended the City Council:

Approve Resolution _____, A Resolution Approving Amendments to the Budget for Fiscal Year 2024.

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Account Title	2023 Actual	2023 Budget	2024 Budget	2024 Proposed	Notes
10-41-24 OFFICE EXPENSE & SUPPLIES	57,323.79	60,000.00	60,000.00	70,000.00	New Software
10-41-60 ELECTION EXPENSE	27.00		15,000.00	0.00	Election not needed
10-41-70 Capital Outlay				7,000.00	Purchase of Copier
10-45-24 OFFICE EXPENSE & SUPPLIES	11,642.51	13,000.00	6,500.00	10,000.00	Mailings and notices
10-45-33 ENGINEERING FEES	27,590.68	30,000.00	13,500.00	35,000.00	Offset by development revenues
10-59-33 PROFESSIONAL FEES - PLAN CHE	9,852.07	8,000.00	12,000.00	70,000.00	Offset by development revenues -Lofts
10-54-16 WAGES (RESERVE OFFICERS)	2,212.84	5,000.00	3,500.00	10,000.00	Short full-time employees
10-54-21 SUBSCRIPTION & MEMBERSHIPS	310.00	2,000.00	2,000.00	3,000.00	Police Memberships
10-54-29 RENT EXPENSE (OFFICE)	9,000.00	9,000.00	91,000.00	5,000.00	Accounted for through transfer to dept service
10-54-74 CAPITAL OUTLAY	62,516.59	150,000.00	0	140,000.00	Remodel Expenses (offset through impact fees)
10-54-99 Police Department Vehicles			60,000.00	110,000.00	Cost of vehicles increased.
10-60-44 CLASS C" ROADS (PROJECTS)"	306,027.50	320,000.00	320,000.00	550,000.00	Increased revenues allowed for new projects
10-60-74 CAPITAL OUTLAY (CHIP SEAL)		0	50,000.00	75,000.00	Increased revenues allowed for new projects
10-62-65 SUNDRY (FUEL PURCHASES)	96,463.70	125,000.00	215,000.00	130,000.00	Fuel truck not working. Can't sell fuel
10-58-25 AUTO EXPENSE	13,756.05	22,000.00	21,000.00	31,000.00	Shifted from Department vehicles
10-58-70 CAPITAL OUTLAY			0	185,000.00	Council approved SCBA gear
10-58-99 FIRE DEPARTMENT Vehicles			10,000.00	0	Shifted to auto expense
10-64-70 CAPITAL OUTLAY		10,000.00	25,000.00	30,000.00	Lawn Mower
10-66-24 OFFICE EXPENSE & SUPPLIES	7,728.49	6,000.00	6,000.00	7,500.00	Computers
10-66-42 BOOKS	6,978.19	10,000.00	20,000.00	25,000.00	Additional Digital Content - Contract with Kane County
10-67-58 HERITAGE MUSEUM EXPENSES	2,126.25	1,500.00	0	25,000.00	Grant for display cases
10-67-70 CAPITAL OUTLAY MUSEUM	30,218.57	30,000.00	3,000.00	23,000.00	Grant for Monument
10-70-50 Transfer to Recreation Fund		0	0	75,000.00	Funds for baseball lights
10-70-92 TRANSFER TO DEBT SVC	75,500.00	75,500.00	75,500.00	175,500.00	Debt payment for PD building lease
45-75-73 Airport		200,000.00	0	100,000.00	Fuel Truck
45-75-78 LIBRARY		0	0	5,000.00	Remodel Expense - Gutters
15-71-82 LEASE PURCHASE			100,000.00	850,000.00	Offset by new revenue- accounting requirment
15-74-81 SWIMMING POOL BOND - PRIN	93,000.00	93,000.00	93,000.00	95,000.00	Pool Bond
37-60-11 Salaries	69,904.64	65,000.00	45,000.00	80,000.00	Offest by wildland revenues
37-60-13 Employee Benefits	11,250.31	10,000.00	4,000.00	15,000.00	Offest by wildland revenues
37-60-20 Wildland Fire Expense	12,026.76	15,000.00	25,000.00	40,000.00	Offest by wildland revenues
41-50-12 Lifeguards	54,219.05	55,000.00	60,000.00	65,000.00	Lifeguard wages
41-50-27 Utilities	49,821.91	50,000.00	40,000.00	50,000.00	Pool Utilities
41-50-30 Chemicals	36,683.32	30,000.00	25,000.00	35,000.00	Pool Chemicals
41-50-40 Concessions	8,593.91	8,000.00	8,000.00	12,000.00	Pool Concessions
41-75-21 Construction - Little League	0			250,000.00	Baseball lights
41-75-27 Construction - Parks	0			200,000.00	DogPark/Trailhead
41-75-95 TRANSFERS TO DEBT SERVICE FU	93,000.00	93,000.00	93,000.00	95,000.00	Pool Bond
49-71-11 TRANSFERS TO GENERAL FUND PS:				150,000.00	Police Remodel - Repayment - Impact Fees
49-71-13 TRANSFER TO GF - STREETS	0.00	250,000.00		50,000.00	Design of Road / Impact Fees
49-71-12 TRANSFER TO RECREATION				200,000.00	Park Irrigation / Ranchos
TRANSFER TO CAP PROJ				250,000.00	Analysis for Impact Fees
51-80-33 ENGINEER SERVICES	14,230.75	35,000.00	20,000.00	70,000.00	Water design - Springs
51-81-33 ENGR & PROFESSIONAL FEES	5,489.38	6,000.00	50,000.00	70,000.00	Water design - Wells
51-95-21 BOND INT (88 WTR RES. RL4190)	100,024.55	116,000.00	101,500.00	200,000.00	Shifting where bond is paid
51-95-31 BOND PRIN (88 WTR RES RL4190)	-14,500.00	200,000.00	200,000.00	0	Shifting where bond is paid
51-95-90 CAPITAL OUTLAY	28,820.00	100,000.00	2,000,000.00	1,600,000.00	Spring Project- Likely paid next year

General Fund Summary

		FY 2023 Actual	FY 2023 Budget	FY 2024 Budget	FY 2024 Proposed	FY 2025 Budget
1031	Taxes	3,874,111.19	3,739,000.00	4,227,376.00	4,382,376.00	0.00
1032	Licenses and Permits	393,451.41	348,800.00	248,300.00	373,300.00	0.00
1033	Charges for Services	400,312.40	432,500.00	530,700.00	549,700.00	0.00
1034	Intergovernmental	497,529.62	433,562.51	337,500.00	632,000.00	0.00
1035	Fines and Forfeitures	38,268.77	32,000.00	21,000.00	40,000.00	0.00
1036	Miscellaneous	411,605.75	283,700.00	304,500.00	489,500.00	0.00
1038	Contributions and Transfers	8,786.00	7,825.00	0.00	200,000.00	0.00
	Contribution From Fund Balance			375,624.00	453,124.00	
	Revenues w/out Fund Balance	5,624,065.14	4,843,825.00	5,331,876.00	6,034,876.00	0.00
	Total Revenues	5,624,065.14	4,843,825.00	5,707,500.00	6,488,000.00	0.00

1041	Administration	382,817.69	417,500.00	457,000.00	459,000.00	0.00
1042	Judicial	9,950.00	12,000.00	20,000.00	20,000.00	0.00
1043	Attorney	103,947.48	102,500.00	110,500.00	110,500.00	0.00
1045	Planning Commission	192,835.65	200,500.00	151,500.00	176,500.00	0.00
1059	Building	67,202.37	82,000.00	129,000.00	187,000.00	0.00
1068	Community Development	12,889.25	19,000.00	28,000.00	28,000.00	0.00
1069	Economic Development	16,762.36	25,000.00	65,000.00	65,000.00	0.00
1054	Police	1,184,978.36	1,311,000.00	1,471,500.00	1,583,000.00	0.00
1058	Fire/EMS	1,033,551.28	1,006,000.00	1,220,200.00	1,406,700.00	0.00
1060	Streets	774,286.60	884,000.00	560,000.00	815,000.00	0.00
1062	Airport	246,618.99	281,000.00	391,000.00	306,000.00	0.00
1064	Parks	364,035.81	404,500.00	452,500.00	457,500.00	0.00
1065	Cemetery	484.75	1,000.00	8,000.00	8,000.00	0.00
1066	Library	158,296.83	194,500.00	215,000.00	221,500.00	0.00
1067	Museum	119,410.50	123,750.00	119,800.00	164,800.00	0.00
1044	General Government Buildings	0.00	0.00	0.00	0.00	0.00
1046	General Government Buildings	4,442.31	12,850.00	13,000.00	13,000.00	0.00
1047	Grants	0.00	0.00	0.00	0.00	0.00
1071	Transfers	345,500.00	345,500.00	295,500.00	470,500.00	0.00

Total Expenditures	5,018,010.23	5,422,600.00	5,707,500.00	6,492,000.00	0.00
Revenues Minus Expenditures	606,054.91	-578,775.00	-375,624.00	-457,124.00	0.00
End of Year Fund Balance	971,459.00		595,835.00	514,335.00	595,835.00

General Fund Revenues

Account Title	FY 2023 Actual	FY 2023 Budget	FY 2024 Budget	FY 2024 Proposed	FY 2025 Budget	
10-23-11	UNEARNED REVENUE-ASSESSED					
10-31-10	PROPERTY TAXES	401,958.30	388,000.00	885,876.00	885,876.00	
10-31-11	PRIOR YEARS PROPERTY TAXES	38,263.48	26,000.00	20,000.00	20,000.00	
10-31-15	PROPERTY TAX - FEES IN LIEU	47,407.34	40,000.00	35,000.00	35,000.00	
10-31-30	SALES TAXES	1,496,441.74	1,475,000.00	1,425,000.00	1,550,000.00	
10-31-31	SALES TAXES (RESORT)	1,236,759.24	1,150,000.00	1,250,000.00	1,250,000.00	
10-31-32	Municipal Transient Room Tax	279,768.67	270,000.00	270,000.00	300,000.00	
10-31-33	Municipal Energy Tax	329,857.12	330,000.00	300,000.00	300,000.00	
10-31-70	MOBILE PHONE SVC. REVENUE TAX	42,444.43	40,000.00	40,000.00	40,000.00	
10-31-80	FRANCHISE TAXES	1,210.87	20,000.00	1,500.00	1,500.00	
Taxes Total:		3,874,111.19	3,739,000.00	4,227,376.00	4,382,376.00	0.00
10-32-10	BUSINESS LICENSES	40,239.42	43,000.00	45,000.00	45,000.00	
10-32-21	BUILDING PERMITS	347,511.99	300,000.00	200,000.00	325,000.00	
10-32-22	ENGINEERING REVIEW FEE	2150	2,500.00	0	0	
10-32-25	DOG LICENSES & POUND FEES	3,550.00	3,300.00	3,300.00	3,300.00	
Licenses and Permits Total:		393,451.41	348,800.00	248,300.00	373,300.00	0.00
10-33-40	STATE GRANT - UDOT SIDEWALK	82,487.07	82,487.07	0	0	
10-33-42	ST GRANT (HERIT COMM & OMS)	14,000.00	1,000.00	0	61,500.00	
10-33-44	STATE GRANT - FIRE DEPT.		0	0	5,000.00	
10-33-45	STATE GRANT - UT ARTS COUNCIL	22,000.00	22,000.00	0	0	
10-33-47	ST GRANT - UT STATE LIBRARY	14,725.44	14,725.44	0	0	
10-33-56	CLASS C" ROAD FUND ALLOTMENT"	350,655.18	300,000.00	325,000.00	550,000.00	
10-33-58	STATE LIQUOR FUND	13,217.33	13,000.00	12,000.00	15,000.00	
10-33-59	STATE AVIATION FUEL TAX	444.60	350.00	500.00	500.00	
Intergovernmental Revenues Total:		497,529.62	433,562.51	337,500.00	632,000.00	0.00
10-34-09	LIBRARY DONATIONS	1,210.00	1,200.00	0	0	
10-34-11	FIRE DEPARTMENT FEES RECEIVED	292,500.00	337,500.00	450,000.00	465,000.00	
10-34-13	ZONING & SUBDIVISION FEES	45,988.50	40,000.00	40,000.00	40,000.00	
10-34-14	CEMETERY LOT SALES	8,400.00	8,000.00	8,000.00	10,000.00	
10-34-15	CEMETERY OPEN & CLOSE	11,050.00	8,000.00	8,000.00	10,000.00	
10-34-30	SPEC. SVC. DIST. BILLING FEES	17,566.40	17,300.00	18,000.00	18,000.00	
10-34-41	FIRE INSPECTIONS	7,900.00	7,000.00	5,700.00	5,700.00	
10-34-80	PARK FUND	15,697.50	13,500.00	1,000.00	1,000.00	
Charges for Services Total:		400,312.40	432,500.00	530,700.00	549,700.00	0.00
10-35-11	J.P. COURT FINES	33,824.67	28,000.00	20,000.00	30,000.00	
10-35-15	LIBRARY FINES & FEES	4,444.10	4,000.00	1,000.00	10,000.00	
Fines and Forfeitures Total:		38,268.77	32,000.00	21,000.00	40,000.00	
10-36-10	INTEREST INCOME	211,337.35	95,000.00	15,000.00	325,000.00	
10-36-20	RENTS & LEASES - BLDGS & GRNDS	28,590.48	17,000.00	20,000.00	20,000.00	
10-36-50	AIRPORT FUEL SALES	117,128.68	125,000.00	250,000.00	100,000.00	
10-36-52	AIRPORT FEES		0	0	0	
10-36-53	HERITAGE MUSEUM DONATIONS	520.00	500	0	0	
10-36-54	CREDIT CARD CASH BACK	2,106.42	2,000.00	0	0	
10-36-70	BANK ACCOUNT TRANSFER ACCT.		0.00	0	0	
10-36-90	SUNDRY REVENUE	46,795.82	40,000.00	15,000.00	40,000.00	
10-36-91	ARPA		0.00	0	0	
10-36-95	ON-LINE CONVENIENCE FEES	5,127.00	4,200.00	4,500.00	4,500.00	
Miscellaneous Total:		411,605.75	283,700.00	304,500.00	489,500.00	0.00
10-38-10	TRANSFERS FROM OTHER FUNDS		0	0	200,000.00	
10-38-72	CONTRIBUTIONS - VARIETY ARTS	3,325.00	3,325.00	0	0	
10-38-74	CONTRIBUTIONS - HERITAGE HOUSE	5,461.00	4,500.00	0	0	
Contributions and Transfers Total:		8,786.00	7,825.00	0.00	200,000.00	0.00
General Fund Revenues Total:		5,624,065.14	4,843,825.00	5,331,876.00	6,034,876.00	

Administration

	Account Title	FY 2023 Actual	FY 2023 Budget	FY 2024 Budget	FY 2024 Proposed	FY 2024 Budget
10-41-11	SALARIES	129,544.10	130,000.00	145,000.00	145,000.00	
10-41-13	EMPLOYEE BENEFITS	86,420.22	80,000.00	90,000.00	90,000.00	
10-41-15	SALARY (COUNCILMEMBERS)	34,303.80	36,500.00	36,500.00	36,500.00	
10-41-21	SUBSCRIPTION & MEMBERSHIPS	1,474.03	1,000.00	2,500.00	2,500.00	
10-41-23	TRAVEL & TRAINING	5,093.79	6,000.00	6,000.00	6,000.00	
10-41-24	OFFICE EXPENSE & SUPPLIES	57,323.79	60,000.00	60,000.00	70,000.00	
10-41-25	AUTO EXPENSE	2,520.85	2,500.00	2,500.00	2,500.00	
10-41-27	Utilities	7,341.70	7,000.00	7,000.00	7,000.00	
10-41-31	ATTORNEY SERVICES - URMMA	-102.23	15,000.00	15,000.00	15,000.00	
10-41-32	AUDIT FEES	32,000.00	32,000.00	35,000.00	35,000.00	
10-41-33	ENGINEERING FEES	0.00	10,000.00	10,000.00	10,000.00	
10-41-35	COMPUTER MAINTENANCE CONTRACT	15,084.90	14,000.00	14,000.00	14,000.00	
10-41-50	INSURANCE & SURETY BONDS	7,624.64	19,000.00	15,000.00	15,000.00	
10-41-60	ELECTION EXPENSE	27.00		15,000.00	0.00	
10-41-61	COUNCIL EXPENSES	4161.1	4,500.00	3,500.00	3,500.00	
10-41-70	Capital Outlay				7,000.00	
10-41-99	Cares Act					
Administration Totals:		382,817.69	417,500.00	457,000.00	459,000.00	0.00

Judicial / City Attorney

	Account Title	FY 2023 Actual	FY 2023 Budget	FY 2024 Budget	FY 2023 Budget	FY 2024 Budget
10-42-35	COMPUTER MAINTENANCE CONTRACT	0	0	0	0	
10-42-63	PUBLIC DEFENDER FEES	9,950.00	12,000.00	20,000.00	20,000.00	
Judicial Totals:		9,950.00	12,000.00	20,000.00	20,000.00	0.00
10-43-11	SALARIES	63,015.87	60,000.00	66,000.00	66,000.00	
10-43-13	EMPLOYEE BENEFITS	29,933.60	29,000.00	31,000.00	31,000.00	
10-43-23	TRAVEL & TRAINING	3269.74	3,500.00	3,500.00	3,500.00	
10-43-24	OFFICE EXPENSE & SUPPLIES	7,586.54	10,000.00	10,000.00	10,000.00	
10-43-27	UTILITIES	141.73				
10-43-31	ATTORNEY SERVICES					
10-43-99	CITY ATTORNEY DEPARTMENT					
City Attorney Totals:		103,947.48	102,500.00	110,500.00	110,500.00	0.00

Community Development

Account Title	FY 2023 Actual	FY 2023 Budget	FY 2024 Budget	FY 2024 Proposed	FY 2025 Budget	
10-45-12	SALARIES (ZONING ADMIN.) PART	88,430.91	90,000.00	70,000.00	70,000.00	
10-45-13	EMPLOYEE BENEFITS	52,921.73	50,000.00	44,000.00	44,000.00	
10-45-14	CONTRACT SERVICES - PLANNER	9,000.00	12,000.00	12,000.00	12,000.00	
10-45-23	TRAVEL & TRAINING	3,249.82	5,500.00	5,500.00	5,500.00	
10-45-24	OFFICE EXPENSE & SUPPLIES	11,642.51	13,000.00	6,500.00	10,000.00	
10-45-33	ENGINEERING FEES	27,590.68	30,000.00	13,500.00	35,000.00	
Land Use Totals		192,835.65	200,500.00	151,500.00	176,500.00	0.00
10-59-11	SALARIES	26,295.35	25,000.00	50,000.00	50,000.00	
10-59-13	EMPLOYEE BENEFITS	13,476.76	16,000.00	39,000.00	39,000.00	
10-59-23	TRAVEL & TRAINING	8,407.88	10,000.00	10,000.00	10,000.00	
10-59-24	OFFICE EXPENSE & SUPPLIES	4,666.00	10,000.00	5,000.00	5,000.00	
10-59-25	AUTO EXPENSE	1,352.24	5,000.00	5,000.00	5,000.00	
10-59-26	EQUIP. SUPPLIES & MAINTENANCE	775.00	3,000.00	3,000.00	3,000.00	
10-59-27	UTILITIES		0	0	0	
10-59-33	PROFESSIONAL FEES - PLAN CHECK	9,852.07	8,000.00	12,000.00	70,000.00	
10-59-64	SUNDRY (PAYMENTS TO STATE)	2377.07	5,000.00	5,000.00	5,000.00	
Building Totals		67,202.37	82,000.00	129,000.00	187,000.00	0.00
10-68-61	ARTS BOARD EXPENSES	2,061.89	8,000.00	8,000.00	8,000.00	
10-68-66	SUNDRY (BEAUTIFICATION COMM)	10827.36	11,000.00	5,000.00	5,000.00	
10-68-68	SUNDRY (VOLUNTEER CENTER)		0	15,000.00	15,000.00	
Community Development Totals		12,889.25	19,000.00	28,000.00	28,000.00	0.00
10-69-51	Special Events	1119.51	5,000.00	20,000.00	20,000.00	
10-69-54	C.E.B.A.	10,000.00	10,000.00	10,000.00	10,000.00	
10-69-64	SUNDRY (WEB PAGE DEVELOPMENT)		0.00	0.00	0.00	
10-69-67	ECONOMIC DEV. - Council			25,000.00	25,000.00	
10-69-68	ECONOMIC DEV. - Mayor	5,642.85	10,000.00	10,000.00	10,000.00	
Economic Development Totals		16,762.36	25,000.00	65,000.00	65,000.00	0.00

Police

Account Title	FY 2023 Actual	FY 2023 Budget	FY 2024 Budget	FY 2024 Proposed	FY 2025 Budget	
10-54-11	SALARIES	559,924.23	564,000.00	665,000.00	665,000.00	
10-54-13	EMPLOYEE BENEFITS	397,843.35	405,000.00	445,000.00	445,000.00	
10-54-16	WAGES (RESERVE OFFICERS)	2,212.84	5,000.00	3,500.00	10,000.00	
10-54-17	WAGES (Overtime)			15,000.00	15,000.00	
10-54-19	WAGES (CROSSING GUARD)	3,903.73	4,000.00	4,000.00	4,000.00	
10-54-21	SUBSCRIPTION & MEMBERSHIPS	310.00	2,000.00	2,000.00	3,000.00	
10-54-23	TRAVEL & TRAINING	7,268.87	10,000.00	10,000.00	10,000.00	
10-54-24	OFFICE EXPENSE & SUPPLIES	25,789.26	20,000.00	20,000.00	20,000.00	
10-54-25	AUTO EXPENSE	30,940.11	30,000.00	30,000.00	30,000.00	
10-54-27	UTILITIES	4,863.40	6,000.00	10,000.00	10,000.00	
10-54-29	RENT EXPENSE (OFFICE)	9,000.00	9,000.00	91,000.00	5,000.00	
10-54-35	COMPUTER MAINTENANCE CONTRACT	744.96	6,000.00	6,000.00	6,000.00	
10-54-37	JAIL DAYS	40.01		0	0	
10-54-45	DEPARTMENT SUPPLIES	22,649.79	22,000.00	32,000.00	32,000.00	
10-54-51	INSURANCE (LINE OF DUTY)			0	0	
10-54-52	INSURANCE (OFF DUTY AUTO)	5,388.68	12,000.00	12,000.00	12,000.00	
10-54-55	TASK FORCE OFFICE EXPENSES	43,499.97	58,000.00	58,000.00	58,000.00	
10-54-66	Animal Control Salary			0	0	
10-54-67	ANIMAL CONTROL	8,082.57	8,000.00	8,000.00	8,000.00	
10-54-74	CAPITAL OUTLAY	62,516.59	150,000.00	0	140,000.00	
10-54-99	Police Department Vehicles			60,000.00	110,000.00	
Police Totals:		1,184,978.36	1,311,000.00	1,471,500.00	1,583,000.00	0.00

Streets

Account Title	FY 2023 Actual	FY 2023 Budget	FY 2024 Budget	FY 2024 Proposed	FY 2025 Budget	
10-60-11	SALARIES	-800.00	0	0	0	
10-60-12	SALARIES (PART TIME)		0	0	0	
10-60-13	EMPLOYEE BENEFITS		0	0	0	
10-60-23	TRAVEL & TRAINING		2,000.00	5,000.00	5,000.00	
10-60-24	OFFICE EXPENCE & SUPPLIES	5,694.03	6,000.00	6,000.00	6,000.00	
10-60-25	AUTO EXPENSE	4,962.62	5,000.00	6,000.00	6,000.00	
10-60-26	EQUIP. SUPPLIES & MAINTENANCE	18,555.35	25,000.00	25,000.00	25,000.00	
10-60-33	ENGINEERING FEES	1,266.25	8,000.00	8,000.00	8,000.00	
10-60-41	SAFE SIDEWALK GRANT EXP.		0	0	0	
10-60-42	CLASS C" ROADS (SIDEWALK REP)"		1,000.00	10,000.00	10,000.00	
10-60-44	CLASS C" ROADS (PROJECTS)"	306,027.50	320,000.00	320,000.00	550,000.00	
10-60-65	SUNDRY (STREET LIGHT UTILITY)	24,642.05	22,000.00	25,000.00	25,000.00	
10-60-71	CAPITAL OUTLAY (SIDEWALK PJCT)		0	5,000.00	5,000.00	
10-60-74	CAPITAL OUTLAY (CHIP SEAL)		0	50,000.00	75,000.00	
10-60-76	CAPITAL OUTLAY	152,048.86	185,000.00	100,000.00	100,000.00	
10-60-99	HIGHWAYS & STREETS DEPT.	261,889.94	310,000.00	0	0	
Streets Totals		774,286.60	884,000.00	560,000.00	815,000.00	0.00

Airport

Account Title		FY 2023 Actual	FY 2023 Budget	FY 2024 Budget	FY 2023 Proposed	FY 2025 Budget
10-62-11	SALARIES	63,017.65	64,000.00	70,000.00	70,000.00	
10-62-12	SALARIES (PART TIME)			0	0	
10-62-13	EMPLOYEE BENEFITS	37,982.83	35,000.00	40,000.00	40,000.00	
10-62-14	FUEL SALES COMMISSIONS PAID		0	5,000.00	5,000.00	
10-62-24	OFFICE EXPENCE & SUPPLIES	1,561.57	5,500.00	5,500.00	5,500.00	
10-62-26	EQUIP. SUPPLIES & MAINTENANCE	20,293.72	21,000.00	25,000.00	25,000.00	
10-62-27	UTILITIES	11,805.97	13,000.00	13,000.00	13,000.00	
10-62-50	INSURANCE & SURITY BOND	8,293.55	10,000.00	10,000.00	10,000.00	
10-62-65	SUNDRY (FUEL PURCHASES)	96,463.70	125,000.00	215,000.00	130,000.00	
10-62-68	MAINTENANCE (AWOS)	7,200.00	7,500.00	7,500.00	7,500.00	
10-62-99	AIRPORT DEPARTMENT		0	0	0	
Airport Totals		246,618.99	281,000.00	391,000.00	306,000.00	0.00

Fire / EMS

Account Title		FY 2023 Actual	FY 2023 Budget	FY 2024 Budget	FY 2024 Proposed	FY 2025 Budget
10-58-11	SALARIES	569,240.15	550,000.00	675,000.00	675,000.00	
10-58-13	EMPLOYEE BENEFITS	343,236.26	320,000.00	390,000.00	390,000.00	
10-58-20	MAINTENANCE (RESCUE TRUCK)	1,046.15		0	0	
10-58-23	TRAVEL & TRAINING	4,166.31	7,000.00	10,000.00	10,000.00	
10-58-24	OFFICE EXPENSE & SUPPLIES	11,231.50	11,000.00	7,000.00	7,000.00	
10-58-25	AUTO EXPENSE	13,756.05	22,000.00	21,000.00	31,000.00	
10-58-26	EQUIP. SUPPLIES & MAINTENANCE	62,963.30	67,000.00	53,200.00	53,200.00	
10-58-27	UTILITIES	14,282.74	13,500.00	13,500.00	15,000.00	
10-58-38	VOLUNTEER SERVICES	10,194.64	10,500.00	25,000.00	25,000.00	
10-58-50	INSURANCE & SURITY BONDS	3,434.18	5,000.00	15,500.00	15,500.00	
10-58-70	CAPITAL OUTLAY			0	185,000.00	
10-58-99	FIRE DEPARTMENT Vehicles			10,000.00	0	
Fire/EMS Totals		1,033,551.28	1,006,000.00	1,220,200.00	1,406,700.00	0.00

Parks / Cemetery

Account Title		FY 2023 Actual	FY 2023 Budget	FY 2024 Budget	FY 2024 Proposed	FY 2025 Budget
10-64-11	SALARIES	132,117.18	140,000.00	153,000.00	153,000.00	
10-64-12	SALARIES (PART TIME)	18,717.28	30,000.00	30,000.00	30,000.00	
10-64-13	EMPLOYEE BENEFITS	112,306.51	111,000.00	115,000.00	115,000.00	
10-64-23	TRAVEL & TRAINING			5,000.00	5,000.00	
10-64-25	AUTO EXPENSE	12,373.45	12,500.00	12,500.00	12,500.00	
10-64-26	EQUIP. SUPPLIES & MAINTENANCE	53,440.09	60,000.00	75,000.00	75,000.00	
10-64-27	UTILITIES	10,782.77	16,000.00	16,000.00	16,000.00	
10-64-30	TRASH REMOVAL	4,990.00	6,000.00	6,000.00	6,000.00	
10-64-66	SUNDRY (4TH JULY EXPENSES)	16,216.14	15,000.00	15,000.00	15,000.00	
10-64-70	CAPITAL OUTLAY		10,000.00	25,000.00	30,000.00	
10-64-99	PARKS GENERAL	3,092.39	4,000.00	0.00	0.00	
Parks Totals		364,035.81	404,500.00	452,500.00	457,500.00	0.00
10-65-23	TRAVEL & TRAINING		0.00	3,000.00	3,000.00	
10-65-26	EQUIP. SUPPLIES & MAINTENANCE		0.00	0.00	0.00	
10-65-70	CAPITAL OUTLAY	384.75	1,000.00	0.00	0.00	
10-65-80	LOT BUY BACKS	100.00	0.00	5,000.00	5,000.00	
Cemetery Totals		484.75	1,000.00	8,000.00	8,000.00	0.00

Library

Account Title	FY 2023 Actual	FY 2023 Budget	FY 2024 Budget	FY 2024 Proposed	FY 2025 Budget	
10-66-11	SALARIES	64,821.46	75,000.00	55,000.00	55,000.00	
10-66-12	SALARIES (PART TIME)	16,501.48	30,000.00	50,000.00	50,000.00	
10-66-13	EMPLOYEE BENEFITS	24,971.77	30,000.00	35,000.00	35,000.00	
10-66-23	TRAVEL & TRAINING		1,000.00	1,000.00	1,000.00	
10-66-24	OFFICE EXPENSE & SUPPLIES	7,728.49	6,000.00	6,000.00	7,500.00	
10-66-26	EQUIP. SUPPLIES & MAINTENANCE	7,325.01	13,000.00	13,000.00	13,000.00	
10-66-27	UTILITIES	11,055.36	11,000.00	12,000.00	12,000.00	
10-66-35	COMPUTER MAINTENANCE CONTRACT	827.20	3,000.00	4,000.00	4,000.00	
10-66-41	MAGAZINES & NEWSPAPERS	1,630.76	1,500.00	1,500.00	1,500.00	
10-66-42	BOOKS	6,978.19	10,000.00	20,000.00	25,000.00	
10-66-69	STATE LIBRARY GRANT EXPENDITUR	15,222.05	11,000.00	10,000.00	10,000.00	
10-66-70	Program Development	1,235.06	3,000.00	7,500.00	7,500.00	
Library Totals		158,296.83	194,500.00	215,000.00	221,500.00	0.00

Kanab Museum

Account Title		FY 2023 Actual	FY 2023 Budget	FY 2024 Budget	FY 2024 Proposed	FY 2025 Budget
10-67-12	SALARIES (PART TIME)	54,678.23	55,000.00	80,000.00	80,000.00	
10-67-13	EMPLOYEE BENEFITS	5,376.25	4,800.00	6,000.00	6,000.00	
10-67-23	TRAVEL & TRAINING	1,581.48	1,400.00	1,800.00	1,800.00	
10-67-26	EQUIP. SUPPLIES & MAINTENANCE	15,339.18	20,000.00	15,000.00	15,000.00	
10-67-27	UTILITIES	8,833.51	9,000.00	11,000.00	11,000.00	
10-67-58	HERITAGE MUSEUM EXPENSES	2,126.25	1,500.00	0	25,000.00	
10-67-60	HERITAGE HOUSE EXPENSES	69.95	50	0	0	
10-67-70	CAPITAL OUTLAY MUSEUM	30,218.57	30,000.00	3,000.00	23,000.00	
10-67-99	CAPITAL OUTLAY HOUSE	1,187.08	2,000.00	3,000.00	3,000.00	
Kanab Museum Totals		119,410.50	123,750.00	119,800.00	164,800.00	0.00

Other General Fund Expenditures

Account Title	FY 2023 Actual	FY 2023 Budget	FY 2024 Budget	FY 2024 Proposed	FY 2025 Budget
10-44-99 GOVERNMENT BUILDINGS DEPART.	0	0	0	0	
Government Buildings Totals	0	0	0	0	0
10-46-20 MAINTENANCE (BUILDINGS)	800.78	10,000.00	10,000.00	10,000.00	
10-46-22 KANAB CITY BUILDING AUTHORITY	3,640.53	2,850.00	3,000.00	3,000.00	
10-46-25 MULTI-PURPOSE ROOM MAINT		0	0	0	
10-46-29 RENTS & LEASES (BUILDINGS)	1.00	0	0	0	
General Government Buildings Totals	4,442.31	12,850.00	13,000.00	13,000.00	0
10-47-10 Library Grant Expenditure	0	0	0	0	
Grant Expenditure Totals	0.00	0.00	0	0	0
10-70-11 TRANSFER TO CAPITAL PJCTS FUND	250,000.00	250,000.00	200,000.00	200,000.00	
10-70-50 Transfer to Recreation Fund		0	0	75,000.00	
10-70-51 TRANS TO FUND 42	20,000.00	20,000.00	20,000.00	20,000.00	
10-70-92 TRANSFER TO DEBT SVC	75,500.00	75,500.00	75,500.00	175,500.00	
10-71-12 TRANSFER TO RECREATION FUND		0	0	0	
Transfers Totals	345,500.00	345,500.00	295,500.00	470,500.00	0

Non-General Funds Summary

		FY 2023 Actual	FY 2023 Budget	FY 2024 Budget	FY 2024 Proposed	FY 2025 Budget
15	Debt Service					
	Revenues	168,500.00	168,500.00	268,500.00	1,020,500.00	0.00
	Expenditures	164,818.80	168,450.00	268,500.00	1,020,500.00	0.00
37	Wildland Fire					
	Revenues	112,446.96	123,500.00	150,000.00	215,000.00	0.00
	Expenditures	141,301.34	140,196.45	130,000.00	191,000.00	0.00
41	Recreation					
	Revenues	542,178.58	489,100.00	768,500.00	1,245,840.00	0.00
	Expenditures	511,954.23	534,400.00	766,200.00	1,247,200.00	0.00
42	Airport Capital Projects					
	Revenues	147,228.77	147,300.00	177,500.00	177,500.00	0.00
	Expenditures	13,270.18	200,000.00	166,000.00	166,000.00	0.00
45	Capital Projects					
	Revenues	289,626.86	281,500.00	211,500.00	491,500.00	0.00
	Expenditures	229,204.24	400,000.00	400,000.00	505,000.00	0.00
46	Existing Capital Repairs					
	Revenues	0.00	11,500.00	11,500.00	11,500.00	0.00
	Expenditures	0.00	0.00	0.00	0.00	0.00
49	Impact Fees					
	Revenues	266,884.07	676,000.00	0.00	665,000.00	0.00
	Expenditures	0.00	800,000.00	0.00	650,000.00	0.00
51	Water / Sewer					
	Revenues	2,507,397.51	2,320,000.00	3,655,840.00	3,658,704.00	0.00
	Expenditures	1,725,446.64	2,366,180.00	4,511,000.00	4,079,500.00	0.00
52	Stormwater					
	Revenues	923,765.10	705,000.00	500,000.00	775,000.00	0.00
	Expenditures	238,298.87	584,000.00	500,000.00	500,000.00	0.00
70	Cemetery Perpetual Care					
	Revenues	18,497.85	13,500.00	8,000.00	25,000.00	0.00
	Expenditures	0.00	0.00	265,000.00	265,000.00	0.00

Capital Projects Funds

	Account Title	FY 2023 Actual	FY 2023 Budget	FY 2024 Budget	FY 2024 Proposed	FY 2025 Budget
45-30-10	Property Tax	11,500.00	11,500.00	11,500.00	11,500.00	
45-30-72	TRANS FROM GEN FUND	250,000.00	250,000.00	200,000.00	200,000.00	
45-36-10	INTEREST EARNED	28,126.86	20,000.00	0	30,000.00	
	TRANS FROM OTHER FUNDS				250,000.00	
Fund 45 Total Revenues		289,626.86	281,500.00	211,500.00	491,500.00	0.00

45-75-31	New City Office		0	0	0	
45-75-35	IFFP Plan	17,408.00	0	225,000.00	225,000.00	
45-75-49	Police Department		0	0	0	
45-75-70	Fire Capital		0	0	0	
45-75-71	Ranchos Park		0	0	0	
45-75-72	ENGINEERING EXPENSES		0	0	0	
45-75-73	Airport		200,000.00	0	100,000.00	
45-75-75	Heritage House		0	0	0	
45-75-78	LIBRARY		0	0	5,000.00	
45-75-74	Pool	211,796.24	200,000.00	175,000.00	175,000.00	
Fund 45 Total Expenditures		229,204.24	400,000.00	400,000.00	505,000.00	0.00
Change in Fund Balance		60,422.62	-118,500.00	-188,500.00	-13,500.00	0.00
End of Year Fund Balance		1,618,494.00				

46-30-10	Property Tax		11,500.00	11,500.00	11,500.00	
Existing Capital Repairs Revenue Totals		0.00	11,500.00	11,500.00	11,500.00	0.00
End of Year Fund Balance		102,075.00			113,575.00	

Capital Debt Funds

	Account Title	FY 2023 Actual	FY 2023 Budget	FY 2024 Budget	FY 2024 Projected	FY 2025 Budget
15-36-33	TRANSFER FROM REC - SWIM POOL	93,000.00	93,000.00	93,000.00	95,000.00	
15-36-35	TRANS FROM G.F. - P.U. BLDG.	75,500.00	75,500.00	175,500.00	175,500.00	
15-36-90	DEBT PROCEEDS		0		750,000.00	
	FUND BAL. TO APP. - IMP. FEES					
Fund 15 Revenues Totals		168,500.00	168,500.00	268,500.00	1,020,500.00	0.00
15-71-82	LEASE PURCHASE			100,000.00	850,000.00	
15-73-80	CIB LOAN - DWNTOWN PJCT	8,505.00	10,000.00	10,000.00	10,000.00	
15-73-81	SWIMMING POOL BOND - INT.	24,863.80	27,000.00	27,000.00	27,000.00	
15-73-88	FIRE STATION BOND PMT. - INT.			0	0	
15-73-91	STORM WATER/CIB 2013 - INT	450	450.00	500	500	
15-74-70	CIB - Kanab Creek Bridge			0	0	
15-74-80	CIB LOAN - DWNTOWN PJCT	20,000.00	20,000.00	20,000.00	20,000.00	
15-74-81	SWIMMING POOL BOND - PRIN	93,000.00	93,000.00	93,000.00	95,000.00	
15-74-91	STORM WATER/CIB 2013 - PRIN	18,000.00	18,000.00	18,000.00	18,000.00	
Fund 15 Expenditures Totals		164,818.80	168,450.00	268,500.00	1,020,500.00	0.00
Change in Fund Balance		3,681.20	50.00	0.00	0.00	0.00
End of Year Fund Balance		69,790.00			69,790.00	

Wildland Fund

Account Title	FY 2023 Actual	FY 2023 Budget	FY 2024 Budget	FY 2024 Proposed	FY 2025 Budget
37-30-10 Wildland Revenue	107,334.58	120,000.00	150,000.00	210,000.00	
37-36-10 Intrest Earned	5,112.38	3,500.00	0	5,000.00	
Revenue Totals	112,446.96	123,500.00	150,000.00	215,000.00	0.00
37-60-10 Equipment, Supplies & Maint	2,923.18	5,000.00	10,000.00	10,000.00	
37-60-11 Salaries	69,904.64	65,000.00	45,000.00	80,000.00	
37-60-13 Employee Benefits	11,250.31	10,000.00	4,000.00	15,000.00	
37-60-20 Wildland Fire Expense	12,026.76	15,000.00	25,000.00	40,000.00	
37-60-90 Capital Outlay		0	0	0	
37-60-95 Capital Outlay		45,196.45	46,000.00	46,000.00	
37-73-80 PRICIPAL PAYMENTS - FIRE TRUCK	36,237.59	0	0	0	
37-73-81 INTEREST PAYMENTS - FIRE TRUCK	8,958.86	0	0	0	
Expenditure Totals	141,301.34	140,196.45	130,000.00	191,000.00	0.00
Change in Fund Balance	-28,854.38	-16,696.45	20,000.00	24,000.00	0.00
End of Year Fund Balance	108,466.00			132,466.00	

Recreation Fund

Account Title	FY 2023 Actual	FY 2022 Budget	FY 2023 Estimate	FY 2023 Budget	FY 2024 Budget
41-30-11	TRANSFERS FROM GENERAL FUND	-26,716.75	4,500.00	0	75,000.00
41-30-30	RAP Tax	136,547.29	110,000.00	125,000.00	140,000.00
41-30-36	BASKETBALL	11,579.00	11,500.00	10,000.00	10,000.00
41-30-37	CANYONEERING		0	0	0
41-30-41	Baseball Fees	20,148.00	17,500.00	15,000.00	15,000.00
41-30-42	Softball Fees	19,497.50	13,500.00	15,000.00	15,000.00
41-30-43	CHEER			0	0
41-30-45	10-K REG FEES/DONATIONS	3,384.00	3,500.00	3,000.00	3,000.00
41-30-46	CROSS COUNTRY	0	500.00	500.00	500.00
41-30-50	Soccer	4,517.00	4,500.00	4,000.00	4,500.00
41-30-55	Volleyball	3,240.00	3,100.00	2,000.00	3,000.00
41-30-56	YOGA	4,953.50	5,000.00	5,000.00	3,500.00
41-30-60	Tennis Fees	2,476.00	5,000.00	5,000.00	5,000.00
41-30-62	YOUTH WRESTLING	0.00	0	0	0
41-30-63	CONCESSIONS - HOT FOOD	0	500.00	0	0
41-30-64	Outdoor Rec	50,000.00	0	150,000.00	150,000.00
41-30-65	CONCESSIONS	87.50	3,000.00	0	0
41-30-66	Donations/Events				130,340.00
41-30-70	PROPERTY TAX - RECREATION	230,000.00	230,000.00	360,000.00	360,000.00
41-30-71	MISC RECREATION REV	2,640.00	2,500.00	0	175,000.00
Recreation Revenues	462,353.04	414,600.00	694,500.00	1,089,840.00	0.00
41-34-01	Pool Lessons	3,455.00	2,500.00	2,500.00	2,500.00
41-34-02	Pool Concessions	13,536.60	9,000.00	8,000.00	15,000.00
41-34-05	Pool Admissions	43,484.28	50,000.00	50,000.00	50,000.00
41-34-06	Pool Rentals	7,295.00	4,000.00	5,000.00	5,000.00
41-34-07	SWIM TEAM FEES	11,355.00	8,500.00	8,500.00	8,500.00
41-36-05	INTEREST EARNED		0	0	0
41-36-10	INTEREST EARNED - REC. TAX	699.66	500.00	0	0
Pool Revenues	79,825.54	74,500.00	74,000.00	81,000.00	0.00
41-38-90	TRANSFERS FROM GENERAL FUND	0.00	0	0	75,000.00
Transfer Totals	0	0	0	75,000.00	0
41-41-11	SALARIES	86,227.04	95,000.00	115,000.00	115,000.00
41-41-12	SALARIES (PART TIME)	11,717.15	0.00	0	0
41-41-13	EMPLOYEE BENEFITS	63,020.63	66,000.00	50,000.00	50,000.00
41-41-23	TRAVEL & TRAINING	0		0	0
41-41-24	OFFICE EXPENSE & SUPPLIES	5,147.14	5,000.00	5,000.00	5,000.00
41-41-26	EQUIP. SUPPLIES & MAINTENANCE	154.37	3,000.00	3,000.00	3,000.00
41-41-46	CROSS COUNTRY EXPENSE	192.55		0	0
41-41-51	VOLLEYBALL EXPENSE	1457.23		1,500.00	1,500.00
41-41-52	YOGA EXPENSE	5664.8	5,500.00	5,500.00	5,500.00
41-41-53	Cheerleading			200.00	200.00
41-41-54	RECREATION CENTER EXPENSES			0	0
41-41-55	Basketball Expense	6,385.72	6,400.00	6,000.00	6,000.00
41-41-56	Baseball Expense	26,741.35	13,000.00	18,000.00	18,000.00
41-41-57	Soccer Expense	2,563.61	2,500.00	3,000.00	3,000.00
41-41-58	Tennis Expense	2,573.97	4,500.00	4,500.00	4,500.00
41-41-59	Football Expense	9,593.70	13,500.00	13,500.00	13,500.00
41-41-60	Heatstroke Baseball	1,572.92	2,000.00		
41-41-61	Heatstroke Softball	269.98	10,500.00	10,000.00	10,000.00
41-41-62	YOUTH WRESTLING	2,438.00	2,500.00	2,500.00	2,500.00
41-41-63	POOL OPERATIONS		0.00	0	0
41-41-64	Outdoor Rec		0.00	150,000.00	150,000.00
41-41-65	Misc Equipment Expense	140.01			
41-41-70	CAPITAL OUTLAY	4,329.00		100,000.00	100,000.00
41-47-30	10-K EXPENSES	1,970.81	4,000.00	3,500.00	3,500.00
Programs Expenditure Totals:	232,159.98	233,400.00	491,200.00	491,200.00	0.00
41-50-11	Salaries	1,674.00	0	0	0
41-50-12	Lifeguards	54,219.05	55,000.00	60,000.00	65,000.00
41-50-13	Employee Costs	6,528.88	7,000.00	6,000.00	6,000.00
41-50-23	Travel/Training	157.91	3,000.00	3,000.00	3,000.00
41-50-26	Equipment/Supplies/Maint	17,042.46	25,000.00	30,000.00	30,000.00
41-50-27	Utilities	49,821.91	50,000.00	40,000.00	50,000.00
41-50-28	SWIM TEAM EXPENSES	2,732.71	6,500.00	6,500.00	6,500.00
41-50-30	Chemicals	36,683.32	30,000.00	25,000.00	35,000.00
41-50-40	Concessions	8,593.91	8,000.00	8,000.00	12,000.00
41-50-50	Insurance	1,523.54	3,500.00	3,500.00	3,500.00
Pool Expenditure Totals:	178,977.69	188,000.00	182,000.00	211,000.00	0.00
41-60-26	Equip/Supplies/Maint	0		0	0
41-75-09	ENGINEERING SERVICES	7816.56	20,000.00	0	0
41-75-21	Construction - Little League	0			250,000.00
41-75-27	Construction - Parks	0			200,000.00
41-75-95	TRANSFERS TO DEBT SERVICE FUND	93,000.00	93,000.00	93,000.00	95,000.00
Capital Expenditure Totals:	100,816.56	113,000.00	93,000.00	545,000.00	0.00
Recreation Revenues Total	542,178.58	489,100.00	768,500.00	1,245,840.00	0.00
Recreation Expenditure Total	511,954.23	534,400.00	766,200.00	1,247,200.00	0.00
Change in Fund Balance	30,224.35	-45,300.00	2,300.00	-1,360.00	0.00
End of Year Fund Balance	106,632.00			105,272.00	

Airport Capital Projects Fund

Account Title	FY 2023 Actual	FY 2023 Budget	FY 2024 Budget	FY 2024 Proposed	FY 2024 Budget
42-30-10 TRANSFERS FROM GENERAL FUND	20,000.00	20,000.00	20,000.00	20,000.00	
42-33-11 STATE GRANT - AIRPORT FENCING	82,228.77	82,300.00	7,500.00	7,500.00	
42-33-30 FEDERAL GRANT - AIRPORT FENCE	45,000.00	45,000.00	150,000.00	150,000.00	
Revenues Totals	147,228.77	147,300.00	177,500.00	177,500.00	0.00
42-75-30 ENGINEERING FEES Master Plan	13270.18	200,000.00	166,000.00	166,000.00	
Expenditure Totals	13270.18	200000	166,000.00	166,000.00	0.00
Change in Fund Balance	133,958.59	-52,700.00	11,500.00	11,500.00	0.00
End of Year Fund Balance	230,707.00			242,207.00	

Impact Fees

Account Title	FY 2023 Actual	FY 2023 Budget	FY 2024 Budget	FY 2023 Proposed	FY 2024 Budget
49-32-12	42,640.72	42,000.00		125,000.00	
49-32-14	120,079.24	119,000.00		360,000.00	
49-32-16	84,591.68	80,000.00		180,000.00	
49-32-17	0	50,000.00			
49-32-18	0	180,000.00			
49-32-40	0	190,000.00			
49-36-10	19,572.43	15,000.00			
Revenue Totals	266,884.07	676,000.00	0.00	665,000.00	0.00
49-71-10	0.00	250,000.00			
49-71-11				150,000.00	
49-71-13	0.00	250,000.00		50,000.00	
49-71-12				200,000.00	
	0.00	200,000.00			
	0.00	100,000.00			
				250,000.00	
Expenditure Totals	0.00	800,000.00	0.00	650,000.00	0.00
Change in Fund Balance	266,884.07	-124,000.00	0.00	15,000.00	0.00
Fund Balance	266,884.00			281,884.00	

Public Works - Water / Sewer

Account Title	FY 2023 Actual	FY 2023 Budget	FY 2024 Estimate	FY 2024 Budget	FY 2025 Budget	
51-36-01	GRANT REVENUE			1,627,840.00	1,123,704.00	
51-37-10	METERED WATER SALES	1,560,173.64	1,450,000.00	1,500,000.00	1,550,000.00	
51-37-30	Sewer Sales	482,441.65	425,000.00	450,000.00	480,000.00	
51-37-41	IMPACT FEES - WATER CONNECTION	189,338.10	260,000.00	0	250,000.00	
51-37-42	TIME & MATERIALS - WATER CONN.	72,547.64	65,000.00	20,000.00	75,000.00	
51-37-45	RE-CONNECT FEES	3,080.00	3,000.00	0	0	
51-37-52	TIME & MATERIALS - SEWER CONN.	8,752.76	10,000.00	10,000.00	50,000.00	
51-37-53	PENALTY & FORFEIT	60,033.44	48,000.00	30,000.00	50,000.00	
51-37-90	SUNDRY REVENUE	22.00		0	0	
51-39-10	INTEREST EARNED			0	0	
51-39-11	INT. EARNED- EQUIP. REPLACE	25,537.54	20,000.00	8,000.00	25,000.00	
51-39-17	INT EARNED- 98 REFIN. ACCOUNTS	4,247.73	3,500.00	0	5,000.00	
51-39-20	INT. EARNED- 88 WATER RES DEBT	31,800.22	22,000.00	5,000.00	30,000.00	
51-39-60	INT. EARNED- W & S SYSTEM RES.	19,471.51	13,500.00	5,000.00	20,000.00	
51-39-67	FUND BAL. TO APP. - IMP. FEES			0	0	
51-39-90	BEG FD BAL TO APPROPRIATE	49,951.28		0	0	
Revenue Totals	2,507,397.51	2,320,000.00	3,655,840.00	3,658,704.00	0.00	
51-63-30	TRANSFERS IN			0	0	
51-80-11	SALARIES	570,938.11	566,180.00	675,000.00	675,000.00	
51-80-12	SALARIES (PART TIME)			0	0	
51-80-13	EMPLOYEE BENEFITS	311,814.79	330,000.00	425,000.00	425,000.00	
51-80-20	MAINTENANCE (COMPUTER CONTRAT)	12,562.50	15,000.00	15,000.00	15,000.00	
51-80-21	SUBSCRIPTION & MEMBERSHIPS	1,443.22	1,500.00	2,500.00	2,500.00	
51-80-23	TRAVEL & TRAINING	1,242.41	5,000.00	15,000.00	15,000.00	
51-80-24	OFFICE EXPENSE & SUPPLIES	18,372.07	25,000.00	25,000.00	25,000.00	
51-80-25	AUTO EXPENSE	0.00	10,000.00	20,000.00	20,000.00	
51-80-27	UTILITIES	4,190.39	5,000.00	5,000.00	5,000.00	
51-80-33	ENGINEER SERVICES	14,230.75	35,000.00	20,000.00	70,000.00	
51-80-35	PROFESSIONAL & TECHNICAL SVCS	8,090.78	7,500.00	7,500.00	7,500.00	
51-80-47	DEPARTMENT SUPPLIES	1,296.70	20,000.00	30,000.00	30,000.00	
51-80-50	INSURANCE & SURITY BONDS	16,578.47	20,000.00	35,000.00	35,000.00	
51-80-55	DEPRECIATION	268,405.70	300,000.00	300,000.00	300,000.00	
51-80-57	UTILITY BILLING EXPENSE	14,435.63	15,000.00	15,000.00	15,000.00	
Utility Administration	1,243,601.52	1,355,180.00	1,590,000.00	1,640,000.00	0.00	
51-81-20	MAINTENANCE (WELLS)	974.44	110,000.00	65,000.00	65,000.00	
51-81-27	UTILITIES	77,754.94	85,000.00	85,000.00	85,000.00	
51-81-33	ENGR & PROFESSIONAL FEES	5,489.38	6,000.00	50,000.00	70,000.00	
51-81-47	DEPARTMENT SUPPLIES	561.64	1,000.00	0	0	
51-81-49	PIPES & PARTS	227.32	1,000.00	0	0	
51-81-65	WELL DEVELOPMENT			0	0	
51-81-70	CAPITOL OUTLAY			0	0	
Power and Pumping	85,007.72	203,000.00	200,000.00	220,000.00	0.00	
51-82-25	AUTO EXPENSE	31,711.03	40,000.00	40,000.00	40,000.00	
51-82-26	EQUIPMENT SUPPLIES & MAINTENAN	121,897.78	135,000.00	150,000.00	150,000.00	
51-82-29	RENTS & LEASES (RADIO TRANS.)	1,297.89	10,000.00	10,000.00	10,000.00	
51-82-40	CHEMICALS	782		0	0	
51-82-49	PIPE & PARTS	46,436.40	90,000.00	90,000.00	90,000.00	
Transmission and Distribution	202,125.10	275,000.00	290,000.00	290,000.00	0.00	
51-83-13	EMPLOYEE BENEFITS	22.08		0	0	
51-83-26	EQUIPMENT SUPPLIES & MAINTENAN	10,577.37	40,000.00	40,000.00	40,000.00	
51-83-34	CONTRACT SVCS. (SEWER LINE CL)			30,000.00	30,000.00	
51-83-35	PROFESSIONSL & TECHNICAL SVCS	26,086.00	25,000.00	0	0	
51-83-40	CHEMICALS			7,500.00	7,500.00	
51-83-65	SUNDRY (SEWER DAMAGE CLAIMS)		2,000.00	2,000.00	2,000.00	
51-83-70	CAPITAL OUTLAY			0	0	
Sewer Plant	36,685.45	67,000.00	79,500.00	79,500.00	0.00	
51-95-21	BOND INT (88 WTR RES. RL4190)	100,024.55	116,000.00	101,500.00	200,000.00	
51-95-31	BOND PRIN (88 WTR RES RL4190)	-14,500.00	200,000.00	200,000.00	0	
51-95-40	Payment to WKCWCD	50,000.00	50,000.00	50,000.00	50,000.00	
51-95-56	WELL DEVELOPMENT (WEST FORK)	1,645.80		0	0	
51-95-68	UNCOLLECTABLE ACCOUNTS			0	0	
51-95-72	CAPITAL EXP. - WATER SYSTEM	-7,963.50		0	0	
51-95-90	CAPITAL OUTLAY	28,820.00	100,000.00	2,000,000.00	1,600,000.00	
Non-Operating Expenditures	158,026.85	466,000.00	2,351,500.00	1,850,000.00	0.00	
Total Expenditures	1,725,446.64	2,366,180.00	4,511,000.00	4,079,500.00	0.00	
Change in Fund Balance	781,950.87	-46,180.00	-855,160.00	-420,796.00	0.00	
End of Year Fund Balance	3,360,121.00			2,939,325.00		

*In-kind Contributions from the water utility go to the Kanab City General Fund. The estimated value is \$158,000.

Stormwater

Account Title	FY 2023 Actual	FY 2023 Budget	FY 2024 Budget	FY 2023 Budget	FY 2024 Budget
52-37-10 Storm Water Fees	557,540.68	500,000.00	500,000.00	550,000.00	
52-37-25 Sundry Revenue	682.97	0	0	0	
52-37-41 STORM WATER IMPACT FEES	178,630.85	200,000.00	0	225,000.00	
52-39-10 Intrest Earned	186,910.60	5,000.00	0	0	
Revenues	923,765.10	705,000.00	500,000.00	775,000.00	0.00
52-80-11 Salaries		0	0	0	
52-80-13 Benefits		0	0	0	
52-80-23 Travel & Training		5,000.00	5,000.00	5,000.00	
52-80-25 Auto Expense		0	0	0	
52-80-33 Engineer Services	136,969.14	200,000.00	200,000.00	200,000.00	
52-80-47 Department Supplies	9,494.86	50,000.00	50,000.00	50,000.00	
52-80-50 Insurance & Surety Bonds		20,000.00	20,000.00	20,000.00	
52-80-55 Depreciation	91,834.87	80,000.00	80,000.00	80,000.00	
52-80-65 Utility Billing Expense		29,000.00	30,000.00	30,000.00	
52-80-75 Capital Outlay		200,000.00	115,000.00	115,000.00	
Expenditures	238,298.87	584,000.00	500,000.00	500,000.00	0.00
Change in Fund Balance	685,466.23	121,000.00	0.00	275,000.00	0.00
End of Year Fund Balance	2,180,955.00			2,455,955.00	

Cemetery Perpetual Care Fund

Account Title		FY 2023 Actual	FY 2023 Budget	FY 2024 Budget	FY 2024 Proposed	FY 2025 Budget
70-30-05	CEMETERY PERPETUAL CARE PMTS	10,550.00	8,000.00	8,000.00	15,000.00	
70-30-10	INT. EARNED- PERPETUAL CARE	7,947.85	5,500.00	0	10,000.00	
Revenues		18,497.85	13,500.00	8,000.00	25,000.00	0.00
70-40-71	CAPITAL OUTLAY	0.00	0.00	265,000.00	265,000.00	
Expenditures		0.00	0.00	265,000.00	265,000.00	0.00
Change in Fund Balance		18,497.85	13,500.00	-257,000.00	-240,000.00	0.00
End of Year Fund Balance		261,087.00			21,087.00	

RESOLUTION NO. 3- -24 R

A RESOLUTION APPROVING YEAR-END FINAL AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2024

WHEREAS, the City administration has presented certain proposed amendments to the budget for fiscal year 2024;

WHEREAS, on March 26, 2024, a public hearing to receive public comment and consider the amendments to the budget for fiscal year 2024 was held in the Council Chambers at the Kanab City Office;

WHEREAS, all interested persons in attendance at the public hearing were given an opportunity to be heard, for or against, amending the budget for the fiscal year 2024;

WHEREAS, it is the intent and desire of the City to comply with all applicable state and local laws regarding the adoption of amendments to the budget for fiscal year 2024; and

WHEREAS, the Council now desires to amend the budget for fiscal year 2024.

NOW, THEREFORE, BE IT RESOLVED by the Kanab City Council that the budget for fiscal year 2024 is hereby amended as set forth in the attached budget attached hereto and identified as the "Kanab City Amended Budget for Fiscal Year 2024."

The provisions of this Resolution shall be severable, and, if any provision thereof or any application of such provision is held invalid, it shall not affect any other provisions of this Resolution or the application in a different circumstance.

This Resolution shall be effective upon passage and posting.

PASSED AND RESOLVED this ____ day of March, 2024.

KANAB CITY

ATTEST:

MAYOR

RECORDER

VOTING:

Arlon Chamberlain	Yea	___	Nay	___
Scott Colson	Yea	___	Nay	___
Chris Heaton	Yea	___	Nay	___
Boyd Corry	Yea	___	Nay	___
Peter Banks	Yea	___	Nay	___

Mayor
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City Manager
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Treasurer
Danielle Ramsay



City Council
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Scott Colson
Chris Heaton
Boyd Corry
Peter Banks

Kanab City Council Staff Report
File # 2024009

Date:	March 21, 2024
Meeting Date:	March 26, 2024
Agenda Item:	Discuss, approve or deny a zone change to City Council from R-1-8 [Single Family Zone] to C-2 [Commercial] for parcel K-24-4A located in the approximate area of 202 E 100 N.
Subject Property Address:	N/A
Property Owner:	MerBen Holdings LLC
Applicant Agent:	Ben Beckstead
General Plan Designation:	Medium Density Residential/High Density Residential
Parcel #:	K-24-4A

Attachments:

Exhibit A: Subject/Vicinity Property

Summary:

Property Owner MerBen, LLC / Ben Beckstead, is requesting a zone change to rezone parcel K-24-4A from Single Family Residential Zone (R-1-8) to Commercial (C-2).

Site Description:

The subject property is approximately 0.15 acres. The parcel has an existing structure and is accessed from 100 N. Surrounding zoning designations and the density designations are as follows:

North	South	East	West
Commercial C-2 & Single-Family R-1-8 Medium Density Residential (MDR) / High Density Residential (HDR)	Commercial (C-1) Medium Density Residential (MDR) / High Density Residential (HDR)	Single-Family R-1-8 Medium Density Residential (MDR) / High Density Residential (HDR)	Commercial (C-1) Multi-Family Residential (RM) Medium Density Residential (MDR) / High Density Residential (HDR)

– A Western Classic –



Kanab City Land Use Ordinance, General Plan and Zoning Map Analysis:

Zoning designations and zone changes are regulated by the Kanab City Land Use Ordinance, Chapter 15 – Establishment of Zoning Districts regulates zoning designations within Kanab City. Section 15-7 Transitioning and Maintaining Balance, states:

It is the objective of the City to encourage and provide for proper transition and compatibility between zones and intensity of uses, which should be regulated by the City Land Use Code, the General Plan, Future Land Use Map and the Kanab City Annexation Policy Plan. The City also seeks to maintain a healthy balance and mix of land uses within the community, representing the atmosphere of existing development. Areas for growth have been planned with a balance for all uses, including agriculture, residential, commercial and industrial uses, as demonstrated in the Kanab City General Plan and Future Land Use Map. Future decisions regarding land use and zoning in Kanab should be guided by this map.

The City promotes orderly growth, with an emphasis for new developments to occur in the core community areas first. Rezoning of adjacent undeveloped property should be compatible with developed property.

Public Hearing:

No Public Comments.

Findings:

1. The application was initiated by the owner.
2. The property is zoned as R-1-8 and approximately 0.15-acres.
3. The City Council is the decision-making authority for a zoning application. The Council may adopt or reject the request as it deems appropriate or may assign a different zoning designation.
4. Assigning a C-2 zone is not consistent with the Kanab City Future Land Use Map designation of MDR/HDR. The General Plan and Land Use Ordinances designate commercial property development along the highway corridors.
5. The requested zone of C-2 is consistent with the adjacent properties to the North and South of the property.

Planning Commission:

The planning commission held a public hearing on 3/19/2024 and discussed the request for the zone change. The planning commission had questions regarding the parking and the culvert. Ben Beckstead explained that he will be working with the County when they install the on-street

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City Manager
Kyler Ludwig
Treasurer
Danielle Ramsay



City Council
Arlon Chamberlain
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Peter Banks

parking and work through the stormwater concerns. The planning commission made a positive recommendation to change the zone to C-2, the vote was unanimous.

Suggested Motion(s):

I move to approve the zone change to C-2 for Parcel K-24-4A based on the findings and conditions outlined in Staff Report #2024009 and adopt ordinance 03-XX-24 O.

I move to deny the zone change to C-2 for Parcel K-24-4A based on the findings and conditions outlined in Staff Report #2024009.

– A Western Classic –

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Peter Banks

Exhibit A: Subject Property

— A Western Classic —



**KANAB CITY
GENERAL PLAN
Land Use Map
City Boundary
December 2022**



Legend

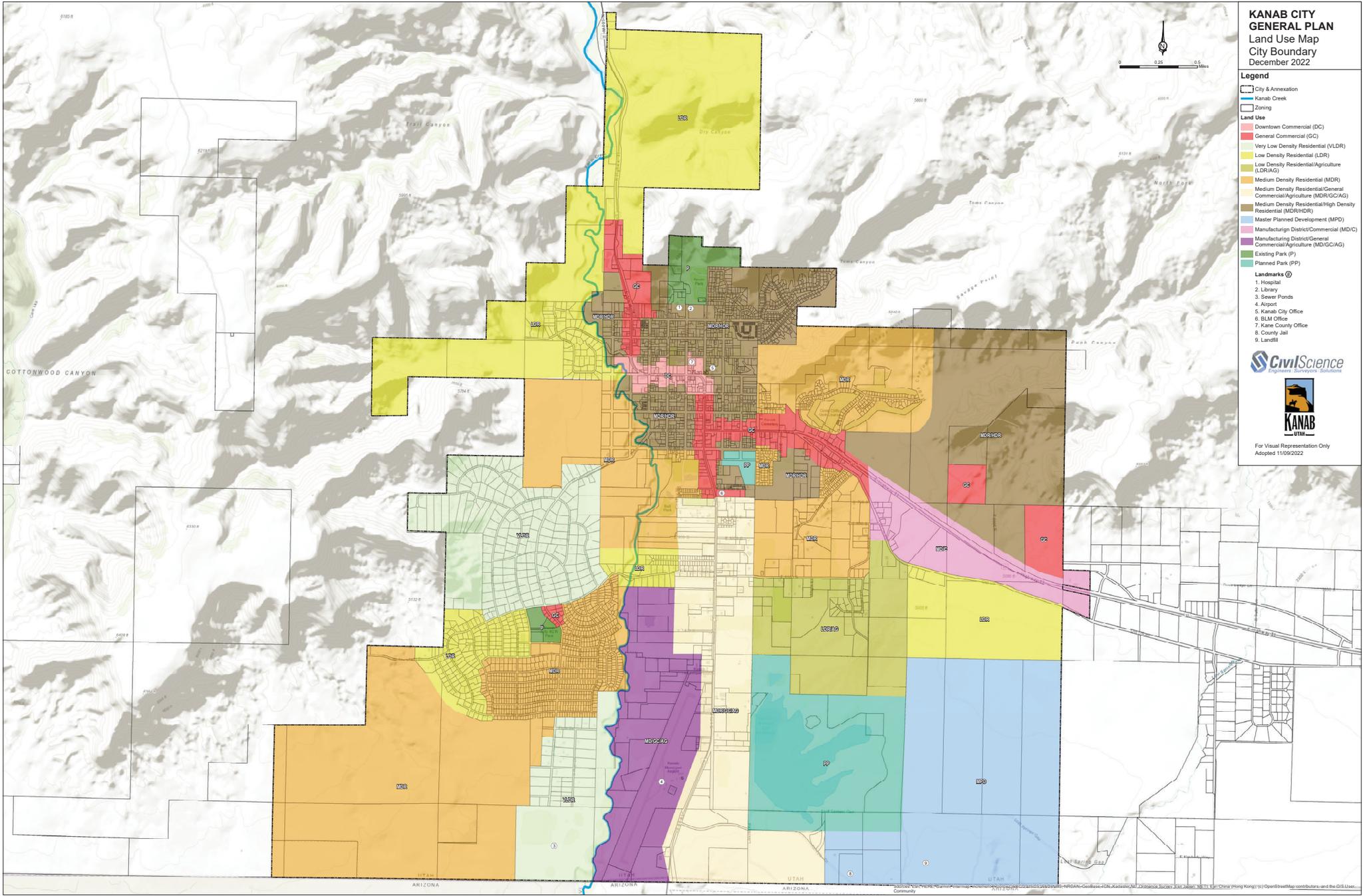
- City & Annotation
- Kanab Creek
- Zoning
- Land Use**
- Downtown Commercial (DC)
- General Commercial (GC)
- Very Low Density Residential (VLDR)
- Low Density Residential (LDR)
- Low Density Residential/Agriculture (LDRA)
- Medium Density Residential (MDR)
- Medium Density Residential/General Commercial/Agriculture (MDR/GC/AG)
- Medium Density Residential/High Density Residential (MDR/HR)
- Master Planned Development (MPD)
- Manufacturing District/Commercial (MD/C)
- Manufacturing District/General Commercial/Agriculture (MD/GC/AG)
- Existing Park (P)
- Planned Park (PP)

Landmarks

- 1. Hospital
- 2. Library
- 3. Sewer Ponds
- 4. Airport
- 5. Kanab City Office
- 6. BLM Office
- 7. Kane County Office
- 8. County Jail
- 9. Landfill



For Visual Representation Only
Adopted 11/09/2022



ORDINANCE NO. 3- -24 O

**AN ORDINANCE APPROVING A ZONE CHANGE FOR PARCEL
K-24-4A FROM R-1-8 TO C2**

WHEREAS, pursuant to Utah Code § 10-9a-501, and Kanab City Land Use Ordinance, Chapter 1, Section 17, the City Council is authorized on its own motion or pursuant to an application, to amend and assign zoning district boundaries, after receiving a recommendation from the Kanab City Planning Commission;

WHEREAS, applicant Ben Beckstead submitted an application for a zone change of the parcel identified as K-24-4A, requesting it be changed from Residential (R-1-8) to Commercial 2 (C-2);

WHEREAS, the Kanab City Planning Commission meet in regular session on March 19, 2024, and gave a unanimous recommendation to the City Council in favor of a zone change from R-1-8 to C-2;

WHEREAS, after proper notice was provided, the Kanab City Council held a public hearing on March 26, 2024, in which public comments were received, and then reviewed; and

WHEREAS, the City Council met during its regularly scheduled and properly noticed meeting on March 26, 2024, received input from the applicant/applicant’s representative and staff, and reviewed and discussed the Kanab City Planning Commission’s recommendation and the zoning options for the parcel.

NOW, THEREFORE, BE IT ORDAINED by the Kanab City Council that 202 E 100 N on the parcel identified on the Kane County records parcel K-24-4A are hereby assigned the zone of C-2, a Commercial zone under the Kanab City Land Use Ordinance;

All former zoning designations for the subject parcel conflicting or inconsistent with the provisions of this Ordinance hereby adopted are hereby repealed.

The provisions of this Ordinance shall be severable, and, if any provision thereof or any application of such provision is held invalid, it shall not affect any other provisions of this code or the application in a different circumstance.

This ordinance shall be effective upon the required posting.

[Signatures on the next page.]

PASSED AND ORDERED POSTED this ____ day of March, 2024.

KANAB CITY

ATTEST:

MAYOR

RECORDER

VOTING:

Boyd Corry	Yea ____	Nay ____
Peter Banks	Yea ____	Nay ____
Arlon Chamberlain	Yea ____	Nay ____
Scott Colson	Yea ____	Nay ____
Chris Heaton	Yea ____	Nay ____

POSTED the ____ day of _____, 2024, as certified by the Recorder: _____.
RECORDER

Mayor
T. Colten Johnson
City Manager
Kyler Ludwig
Treasurer
Danielle Ramsay



City Council
Arlon Chamberlain
Chris Heaton
Scott Colson
Boyd Corry
Peter Banks

Kanab City Council Staff Report

File Number 20240319

Date:	March 20, 2024
Meeting Date:	March 26, 2024
Agenda Item:	Discuss approve or deny a text amendment on General Ordinances Section 10 Building Permit Regulations

Attachments:

- **Exhibit A: Proposed Amendment(s)**

Summary:

Staff is requesting a text amendment to the building permit regulations in the General Ordinances Section 10 Building Permit Regulation to allow for temporary structures for commercial, planned unit developments and subdivision construction. It is common for a development to install a temporary structure during the construction of a building or development. The city has been allowing this type of use and until recently did not realize it was not specifically permitted through code.

Planning Commission:

The Planning Commission held a public hearing on 3/19/2024, there were no comments made by the public. The Planning Commission had a few questions, that were answered by staff regarding the reason for the amendment. They recommended striking the timeline requirements and added a clarification that the temporary structures covered in this section were for commercial, subdivision and planned developments. Planning Commission made a positive recommendation to adopt the amendments with the two items discussed above. Vote was unanimous.

Recommended Motion:

I move to approve the amendments to the General Ordinances identified in exhibit A of the staff report for 20240319 and adopt ordinance 03-XX-24 O.

I move to approve the amendments to the General Ordinances identified in exhibit A of the staff report for 20240319 and adopt ordinance 03-XX-24 O, with the following amendments:

Mayor
T. Colten Johnson
City Manager
Kyler Ludwig
Treasurer
Danielle Ramsay



City Council
Arlon Chamberlain
Chris Heaton
Scott Colson
Boyd Corry
Peter Banks

Exhibit A: Proposed Amendment

KANAB

General Ordinances

Section 10: FIRE, HEALTH, SAFETY AND WELFARE

Section 10-100	Fires - Department - Code
Section 10-111	Creation
Section 10-120	Personnel and Duties
Section 10-121	Creation of Position of Chief
Section 10-122	Powers and Duties of Chief
Section 10-123	Employees
Section 10-130	Powers of Fire Department
Section 10-131	Emergency Vehicles
Section 10-132	Removal of Obstructions at Fire
Section 10-133	Control of Persons
Section 10-134	Interference with Firemen in Discharge of Duties
Section 10-135	Unlawful Interference With Officers, Apparatus, Water, etc.
Section 10-136	Investigation after Fire Report
Section 10-137	Right to Enter Upon and Inspect Premises
Section 10-139	False Alarm
Section 10-140	Burning Ordinance
Section 10-141	Fee for Inspection
Section 10-142	Establishment and Duties of Bureau of Fire Prevention
Section 10-143	Definitions
Section 10-144	Entire Municipality Designated Fire District
Section 10-145	Fire District Number One
Section 10-146	Fire District Number Two
Section 10-147	Fire District Number Three
Section 10-148	Prohibited Storage above Ground
Section 10-149	Bulk Plants for Flammable or Combustible Restricted
Section 10-150	Bulk Storage of Liquefied Petroleum Gases
Section 10-151	Explosives Restricted
Section 10-158	Appeals
Section 10-159	New Materials, Processes or Occupancies Which May Require Permits
Section 10-160	Penalties

Last Updated 3.23.2021

KANAB

General Ordinances

Section 10: FIRE, HEALTH, SAFETY AND WELFARE

Section 10-200	Health
Section 10-211	Board of Health Established
Section 10-212	Duties and Powers of Board of Health
Section 10-213	Permits
Section 10-220	Health Director
Section 10-221	Position Created
Section 10-222	Powers and Duties of Health Director
Section 10-223	Unwholesome Food
Section 10-224	Vacating Premises
Section 10-225	Discharge of Sewage Pollution
Section 10-226	Inadequate Plumbing
Section 10-300	Nuisances
Section 10-301	Purpose
Section 10-302	Definitions
Section 10-305	Nuisance - Definition
Section 10-310	Exceptions
Section 10-312	Responsibility for Nuisances
Section 10-316	Finding a Nuisance - Responsibility
Section 10-318	Voluntary Correction
Section 10-320	Administrative Citation
Section 10-322	Other Remedies
Section 10-324	Appeals
Section 10-400	Garbage and Litter
Section 10-411	Definitions
Section 10-412	Functions of Commissioner of Sanitation
Section 10-413	Permits
Section 10-414	No Accumulation of Garbage
Section 10-416	Inspection
Section 10-417	Storage of Refuse and Preparation for Collection
Section 10-418	Frequency of Collection
Section 10-419	Time and Place of Collection
Section 10-420	Refuse Disposal
Section 10-421	Equipment
Section 10-422	Penalties

Last Updated 3.23.2021

KANAB

General Ordinances

Section 10: FIRE, HEALTH, SAFETY AND WELFARE

Section 10-430	Litter – Handbills
Section 10-431	Definitions
Section 10-432	Litter in Public Places
Section 10-433	Placement of Litter in Receptacles So as To Prevent Scattering
Section 10-434	Sweeping Litter into Gutters Prohibited except as Otherwise Authorized by the governing Body
Section 10-435	Merchants' Duty to Keep Sidewalks Free From Litter
Section 10-440	Throwing or Distributing Commercial Handbills in Public Places
Section 10-441	Placing Commercial and Non-commercial Handbills on Vehicles
Section 10-442	Depositing Commercial and Non-Commercial Handbills on Uninhabited or Vacant Premises
Section 10-443	Prohibiting Distribution of Handbills Where Properly Posted
Section 10-444	Distributing Commercial and Non-Commercial Handbills at Inhabited Private Premises
Section 10-445	Exemption for Mail and Newspapers
Section 10-446	Posting Notice Prohibited
Section 10-449	Handbills and Posters
Section 10-500	Flood Management
Section 10-560	Fire, Health, Safety and Welfare
Section 10-561	As used in this Section:
Section 10-562	Recovery of Expenses
Section 10-563	Cost Recovery Procedure
Section 10-564	Action to
Section 10-565	Expenses of Other Responding entities
Section 10-570	Fire, Health, Safety and Welfare
Section 10-600	Building Regulations Administrative Code
Section 10-601	Definitions
Section 10-610	Adoption of Technical Codes
Section 10-611	Applicability

Last Updated 3.23.2021

KANAB

General Ordinances

Section 10: FIRE, HEALTH, SAFETY AND WELFARE

Section 10-612	General
Section 10-613	Emergency Provisions
Section 10-620	Duties and Powers
Section 10-621	General
Section 10-622	Used Material, Equipment and Devices
Section 10-623	Alternative Materials, Designs, Methods of Construction and Equipment
Section 10-624	Quality of Design, Construction and Workmanship
Section 10-630	Permits
Section 10-631	General Permit Requirements
Section 10-632	Emergency Work
Section 10-633	Application for Permit
Section 10-634	Expiration of Permit and Extensions
Section 10-635	Permit Suspension Revocation
Section 10-636	Persons to Whom Permits May Be Issued
Section 10-637	Work Performed Without Permit, Increased Fee
Section 10-640	Submittal Documents
Section 10-650	Fees
Section 10-660	Inspections
Section 10-661	Re-Inspections
Section 10-670	Certificate of Occupancy
Section 10-680	Appeals
Section 10-690	Violations and Penalties
Section 10-691	Stop Work Order

Section 10-600 Building Regulations Administrative Code

The purpose of this chapter is to set forth the requirements for the administration and enforcement of this title, to include the technical codes adopted by the City. This Code contains design and construction regulations intended to safeguard life, health, property, and public welfare by regulating and controlling the permitting,

Last Updated 3.23.2021

KANAB

General Ordinances

Section 10: FIRE, HEALTH, SAFETY AND WELFARE

design, construction, quality of materials, use and occupancy, location, and maintenance of buildings, structures, signs, building service equipment and other improvements to real property within the City.

This chapter provides the mechanism used by the City to regulate this title, to include the technical codes adopted by the City. This chapter regulates such matters as site preparation, construction, alteration, moving, enlargement, replacement, demolition, repair, use and occupancy of buildings, structures, signs, building service equipment and other improvements to real property. No permit or certificate for the performance or completion of work, or for the use or occupancy of a building, structure or building service equipment, shall be issued by the City except as provided in this chapter. Notwithstanding any other provision in this chapter, whenever the technical codes refer to an appendix, the appendix shall not apply unless specifically adopted by the City.

Section 10-601 Definitions

For purposes of this title, certain words, terms and phrases are defined as follows:

Approved inspection agency: A properly licensed person or business regularly engaged in conducting tests or furnishing inspection services in relation to one (1) or more aspects of work regulated by this chapter that has been approved to perform such tests or inspection services by the building official.

Building: Any structure, regardless of whether it is affixed to real property that is used or intended for supporting or sheltering any human use or occupancy.

Building official: The officer or other designed authority charged with the administration and enforcement of this title, or a duly authorized representative. The term "building official" is synonymous with the terms "administrative authority", "responsible official", "Director", "chief inspector" and "authority having jurisdiction" as those terms are used in the model codes adopted by the technical codes.

Building service equipment systems: Fuel-fired appliances and heating systems, emergency and standby power systems, electrical systems and equipment, mechanical refrigeration systems, elevators, stationary storage battery systems and commercial kitchen equipment incorporated into, connected to and/or affixed to buildings and structures.

Last Updated 3.23.2021

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General Ordinances

Section 10: FIRE, HEALTH, SAFETY AND WELFARE

Certificate of completion: A document issued by the building official upon completion of any work for which a permit is required certifying that the completed work complies with the applicable provisions of this title. A Certificate of Completion does not authorize use or occupancy of a building or structure.

Certificate of occupancy: A document issued by the building official certifying that work performed by a permittee is in compliance with this title and is in a condition suitable for the indicated use or occupancy.

Code: The Kanab City Code.

Contractor contact list: A section on the permit application provided by the building official that must be completed when submitting a permit application. The section requests the address where the work will be performed; the permit number; and the names of the design professional in responsible charge, owner/developer, architect, structural engineer, civil engineer, general contractor, electrical contractor, mechanical contractor and plumbing contractor, together with corresponding contact and licensing information.

Deferred submittal: One (1) or more portions of the submittal documents that are not submitted at the time of the application, but which must be submitted to the building official between the time the permit is issued and the work described in those portions of the submittal documents commences.

Design professional: Unless specifically provided otherwise, a person who holds a professional license or certificate issued through State of Utah Division of Professional Licensing, or a person primarily engaged in the practice of professional engineering, land surveying, architecture or landscape architecture.

Design professional in responsible charge: A person who holds a professional license or certificate or a person primarily engaged in the practice of professional engineering, land surveying, architecture or landscape architecture who is responsible for reviewing and coordinating submittal documents prepared by others, including deferred submittal items, to ensure compatibility with the design of the building or structure and compliance with this title.

KANAB

General Ordinances

Section 10: FIRE, HEALTH, SAFETY AND WELFARE

Emergency work: Work that must be performed immediately for the protection of the health or safety of people, or for the prevention of imminent harm to property, before a permit can reasonably be issued by the City.

Imminent danger or imminently dangerous: Any condition or practice within or in the vicinity of any building or structure or other real property creating a danger which could reasonably be expected to cause a health hazard, death or serious physical harm immediately or before the imminence of such danger can be eliminated through the enforcement procedures otherwise provided by this Code. The following conditions must be met before a danger becomes an imminent danger: 1) there must be a threat of death or serious physical harm, meaning that a part of the body is damaged so severely that it cannot be used or cannot be used very well; or 2) there must be a health hazard such that there is a reasonable expectation that toxic substances or other health hazards are present and exposure to them will shorten life or cause substantial reduction in physical or mental efficiency; provided, the harm caused by the health hazard does not have to happen immediately. To constitute an imminent danger, the threat must be immediate or imminent, meaning that the building official has determined that death or serious physical harm could occur within a short time, for example before City employees or other governmental officials could investigate the problem.

Model code: A Building Code or other code that is developed and maintained by a standards organization independent of the City pertaining to the design, construction, installation, demolition or modification of any improvement to a building, structure, building service equipment system, pool, spa, or other real property or improvement to real property.

Permit: An official document or certificate issued by the City which authorizes performance of specific work.

Permit fee: An amount of money charged by the City in connection with the issuance, renewal, modification or amendment of a permit, or any work performed by City personnel in connection with a permit, such as the review of submittal documents.

Permittee: A person who has been issued a permit.

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Phase: A portion of the work that must be completed, inspected and approved before additional work may be performed by a permittee.

Project value: The total cost to perform work authorized by a permit, including overhead and profit, but not to include the cost of real property, as determined by resolution of the City Council.

Research reports: Documents prepared by experts, academic institutions, professional associations or others with generally- recognized credentials in the relevant field which explain or describe the requested alternative and which support the use of the alternative in lieu of the requirement contained in the Code.

Site plan: An architecture, engineering, and/or landscape architecture plan drawn to scale showing the physical layout of the site, including the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades, the proposed finished grades and, as applicable, flood hazard areas, floodways, design flood elevations, and any other information pertaining to the physical layout of the site required by the building official.

Stop work order: A directive issued by the building official requiring a person or his or her contractors or agents to immediately suspend work. A stop work order may be issued to a permittee or other person performing work in violation of or without a permit.

Structure: Something built or constructed that may be placed upon or affixed to real property for a purpose, such as storage or protection from the elements. The term "structure" includes, without limitation, a building, a non-permanentized mobile home or an unattached shed placed on skids.

Submittal documents: All documents specifically describing or pertaining to the work that must be submitted to the City pursuant to this title in order to obtain a permit, to include all documents listed on the applicable submittal requirement checklist.

Submittal requirements checklist: A form prepared by the City identifying documents or categories of documents that pertain to a particular type of work. Documents identified on a submittal requirement checklist may include civil, architectural, structural, electrical, plumbing and mechanical drawings; plans; specifications; maps; site drawings; construction documents, statements of special

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inspection and geotechnical reports relating to technical aspects of the construction, demolition or other activity that must be permitted pursuant to this title.

Technical codes: Those City of Kanab and model codes adopted in this title. Technical codes currently subject to this chapter include the City of Kanab Building Code, Residential Code, Mechanical Code, Plumbing Code, Electrical Code, Energy Conservation Code, and Swimming Pool and Spa Code, together with all model codes therein adopted.

Tests: Technical operations or procedures that determine one (1) or more characteristics of a given material, design, method of construction or of a piece of equipment according to a specified procedure that complies with industry standards.

Unsafe condition: A circumstance in which a building or structure, or any part thereof is structurally unsound, fails to provide adequate means of egress, creates a fire hazard, reduces fire resistance below that which is required by this title, causes a building service equipment system to become overloaded or exceed its rated capacity, creates a health hazard, or otherwise creates an unreasonable risk of harm to human life and safety.

Work: The construction, erection, installation, production, activity, manufacture, labor or operation that goes into the making of any improvement to or alteration of real property, to include buildings, structures and building service equipment systems.

Section 10-610 Adoption of Technical Codes

The City of Kanab follows the building codes set forth in the Utah Code, Title 15A State Construction and Fire Codes Act, Chapter 2 – Adoption of State Construction Code. Building Codes shall apply to the construction of, or the enlarging, altering, repairing, moving, demolishing, or changing the occupancy of a building or structure, and the erection, installation, enlargement, alteration, repair, removal, conversion or replacement of any component, element, or portion of a building or structure within the City.

Section 10-611 Applicability

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Section 10-612 General

- A. In the event of a conflict between any provision contained in any state adopted technical code, and any other provision of this Code, or State or Federal law, the other provision of this Code, or State or Federal law, shall prevail over the conflicting provision in the technical code
- B. In the event different sections of this title contain conflicting requirements for the use of materials, methods of construction or other requirements, the most restrictive requirement shall control.
- C. In the event of a conflict between a general requirement and a specific requirement, the specific requirement shall control.
- D. The building official may consider manufacturer's instructions, specifications and recommendations in interpreting and applying the requirements of this title.

~~D.E.~~ A temporary, construction or sales office for commercial, subdivisions and planned developments that does not meet minimum construction standards may be approved by the building official during the construction of permanent facilities for the permitted duration. Such temporary approval may be made for a period up to one (1) year. An extension may be granted for good cause shown, for an additional six (6) months, up to a maximum of eighteen (18) months.

Commented [KC1]: Planning Commission would like to remove the timelines and have the time contingent with a valid or active permit duration.

Section 10-613 Emergency Provisions

In the event of the declaration of a national, State, or local emergency by a governmental entity with such authority, the building official may waive or augment the provisions of this title during the period of emergency to the extent needed to protect public safety.

Section 10-620 Duties and Powers

Section 10-621 General

The building official shall have the following duties and powers:

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- A. Enforce the provisions of this title, including the technical codes.
- B. Render opinions concerning the interpretation and application of specific requirements contained in this title, including the technical codes; provided, in no event shall opinions expressed by the building official be binding on the City.
- C. Review and comment on proposed projects and associated documents (to include plans, specifications, drawings and calculations) and provide general information about this Code, including the technical codes, for the purpose of facilitating compliance; provided, in no event shall the building official's opinions about proposed projects or associated documents be binding on the City, nor shall such opinions provide a basis for deviating from all applicable requirements of this title, including requirements set forth in the technical codes.
- D. Examine submittal documents to determine whether they have the appropriate official stamps, seals, signatures and/or dates affixed thereto. In performing this examination, the building official may express an opinion as to whether submittal documents subject to the owner/builder or contractor exemption are properly attested to on the drawings and in the permit application.
- E. Notify appropriate State boards, commissions, agencies and other authorities of suspected improper or illegal conduct by any person engaged in an activity regulated by this title, to include any registered or licensed professional, or other person performing professional services.
- F. Notify licensing authorities of suspected professional incompetence, to include indications of professional incompetence due to excessive errors in submittal documents or incomplete, inaccurate or otherwise defective plans which have been rejected by the City at least three (3) times.
- G. Issue permits pursuant to this title for construction and other work following approval of the submittal documents. The issuance of a permit shall not prevent the building official from requiring the correction of errors in the submittal documents.

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- H. Collect all applicable fees required by the City and issue receipts for the payment thereof in duplicate; provided, the duplicate copy of the receipt shall be retained by the City as a public record in accordance with Utah law.
- I. Transfer all fees collected to the proper department, agency or authority as required by law.
- J. Conduct, require or direct any inspections provided for in this title.
- K. Issue notices of violation and/or order the correction of work performed contrary to this Code, to include work performed without a valid permit.
- L. Issue appropriate orders directing the stoppage of work being performed in violation of this Code.
- M. Issue permanent Certificates of Occupancy for buildings or structures (including new or remodeled buildings or structures, additions and existing buildings or structures that have changed occupancy classification) which have been inspected and found to be in compliance with this Code and all conditions required by the City.
- N. Order any person to cease and desist the use or occupancy of any building or structure that is being used contrary to the provisions of this Code, or which creates or constitutes an unsafe condition.
- O. Initiate abatement proceedings to cause unsafe conditions to be mitigated or remediated, to include causing unsafe buildings and structures to be repaired, rehabilitated, demolished or otherwise removed in accordance with the City of Kanab Nuisance Code.
- P. Retain official records of documents received pursuant to this title in accordance with the Utah Public Records Act, to include applications, plans, submittal documents, permits, certificates, fees, receipts, reports of inspections, notices and orders.
- Q. Delegate duties to other City employees within the City of Kanab Building Department.

Section 10-622 Used Materials, Equipment and Devices

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Used materials may be used in place of new materials if the used materials satisfy the requirements of the technical codes. Used equipment or devices which have been affixed to buildings or structures shall not be reused unless approved by the building official.

Section 10-623 Alternative Materials, Designs, Methods of Construction and Equipment

An applicant for a permit or other approval under this title may use a material, design, method of construction or piece of equipment not specifically allowed under this title, provided any such alternative shall first be approved by the building official and, further provided, the building official shall only approve the use of an alternative material, design or method of construction upon a determination that the proposed alternative fulfills the purpose of the applicable provision(s) of this Code, is consistent with industry standards, and is at least equivalent in quality, strength, effectiveness, fire resistance, durability and safety to the corresponding requirement of this title. In evaluating a request from a person seeking the building official's approval for an alternative material, design, method of construction or piece of equipment, the building official may consider research reports and tests.

Section 10-624 Quality of Design, Construction and Workmanship

The quality of the design, construction and workmanship of any work or other matter subject to regulation by this title shall conform to industry standards and shall meet or exceed the requirements of this title.

Section 10-630 Permits

Section 10-631 General Permit Requirements

Except as otherwise specifically exempted in this chapter, any person who performs work, to include any person who constructs, enlarges, alters, repairs, moves, demolishes or changes the occupancy capacity of a building or structure, or who erects, installs, enlarges, alters, repairs, removes, converts or replaces any building service equipment system, or who causes any such work to be done, shall first make application to the building official and obtain the required permit.

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The following buildings, structures and other improvements to property are exempt from any permit requirements:

- A. A single one-story detached accessory structure used as a tool or storage shed, playhouse or similar use, or a patio cover, carport, garage or similar use, provided the floor area does not exceed two hundred (200) square feet, will not have any mechanical, electrical and plumbing installed and further provided the structure is not occupied;
- B. Fences under six (6) feet in height, excluding block walls. (See Kanab City Land Use Ordinances, Chapter 4, Section 4-16 for other design, material and height regulations for fences);
- C. Retaining walls that are not over four (4) feet in height measured from the bottom of the footing to the top of the wall, unless supporting a charge.
- D. Sidewalks and driveways
- E. Painting, Papering, tiling, carpeting, cabinets, counter tops and similar finish work
- F. Prefabricated swimming pools that are less than 24 inches deep;
- G. Swings and other playground equipment;
- H. Window awnings supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support;
- I. Decks not exceeding 200 sq.ft. in area, that are not more than 30 inches above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4 of the International Residential Code.

Section 10-632 Emergency Work

Where emergency work must be performed without a permit, the permit application shall be submitted to the building official the next business day. Any emergency work performed before the permit is issued shall comply with the technical codes.

Section 10-633 Application for Permit

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- A. Any person required to obtain a permit pursuant to this title shall first file an application on a form furnished by the City, together with the following documents and other information:
- i. A description of the land on which the proposed work is to be performed, to include the street address (if any) and the parcel number.
 - ii. The property owner's name and contact phone number.
 - iii. If the work is to be performed by a contractor, the contractor's name, address, contact telephone number, fax number, email address, State contractor's license number, State contractor's license type and City business license number.
 - iv. If a design professional is involved in the work, the design professional's name, address, email address, contact phone number, and fax number.
 - v. The type of permit(s) requested.
 - vi. A description of the work for which the permit is requested.
 - vii. The square footage of the living/commercial space for new construction or additions. An estimate or calculation of the cost to perform the proposed work, including materials and labor for any remodels.
 - viii. A description of the planned use or occupancy of the building or structure.
 - ix. The signature and printed name of the applicant or the applicant's authorized agent.
 - x. A fully completed contractor contact list.
 - xi. All submittal documents (see section 2-1-5 Submittal documents).
- B. Applications (to include submittal documents and other required information) must be filed with the building official.

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- C. If the application and submittal documents satisfy the requirements of this title, the building official shall approve the permit to the applicant. Within 30 days of the approval the applicant must pay all applicable fees.
- D. The permit, when issued, shall be for the work described in the application and no deviation shall be made from that work without the written approval of the building official, except as otherwise provided in this Code.
- E. Action on Application:
 - i. The building official will approve or reject COMPLETED applications submitted pursuant to this chapter within fourteen (14) days for residential and forty-five (45) days for commercial projects. If the building official rejects an application, the building official will specify the reason(s) for the rejection.
 - ii. A permit issued pursuant to this chapter shall only be for the work described in the application. Except as otherwise provided and subject to any other limitations or restrictions in this chapter, no work beyond the scope of the work described in application shall be performed unless revised submittal documents are submitted to and approved by the building official.
 - iii. Contracting for Services: Nothing in this chapter shall prevent the City from contracting with third parties for plan review, engineering and other services related to reviewing and processing the application; provided, in no event shall the City delegate to a third party the authority to issue a permit or any other governmental function.

Section 10-634 Expiration of Permit and Extensions

- A. Permit Expiration: Except as otherwise specifically provided herein, every permit issued by the building official pursuant to this chapter shall automatically expire if the permit fees are not paid within 30 days from date of authorization or work authorized by the permit is not commenced within one hundred eighty (180) days from the date of issuance. Authorized work commenced must be validated or confirmed with the completion of an

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authorized inspection. The failure of a permittee to request an inspection from the date of the last inspection requested by the permittee or, if no inspection has been requested, one hundred eighty (180) days from the date the permit was issued, shall be deemed an abandonment of the work, whereupon the permit shall automatically expire.

- B. Permit Extensions: The building official may, on a case-by- case basis, grant a maximum of two (2) extensions to complete the work authorized by a permit; the extension may be granted if there have not been any amendments to those portions of the technical codes that are applicable to the proposed work. Each extension shall be for a period of not more than ninety (90) days. To apply for an extension, the permittee must submit a permit extension request on a form supplied by the City prior to the expiration of the permit then in effect containing an explanation of why an extension is needed, describing the diligent efforts the permittee has made to complete the work prior to the expiration of the permit and verifying that no changes have been made to the work that was approved by the permit. If the permit extension is granted, a permit extension fee will be assessed and must be paid within 30 days or the extension will be null and void and the permit will revert back to the original expiration timeline.
- C. Renewals: The building official may, on a case-by- case basis, grant a maximum of one (1) renewal of an expired permit within ninety (90) days of expiration during the construction process; the renewal of the expired permit to complete the work authorized may be granted if there has not been any amendments or adoption of new technical codes that are applicable to the proposed work. A request to renew the expired building permit shall be requested in writing. If the renewal is granted, a renewal fee as outlined in the Building Permit Fee Schedule shall be assessed and paid within fourteen (14) days of notification from the Building Official.

Section 10-635 Permit Suspension or Revocation

The building official may suspend work through the issuance of a stop work order or may revoke a permit: 1) if the permit was issued in error on the basis of false,

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misleading, incorrect, inaccurate or incomplete information; 2) if the work authorized by the permit is being conducted in an unsafe manner so as to create an unreasonable risk of imminent harm to people; or 3) if the work authorized by the permit fails to comply with applicable Federal laws, State laws, to include all business licensing requirements set forth in Section 9 of the Kanab General Ordinances, or this Code.

Section 10-636 Persons to Whom Permits May Be Issued

A permit may be issued to a contractor or homeowner performing work, provided the following corresponding criteria are satisfied:

- A. Permit Issued to Contractor: A permit may be issued to a contractor who performs the work, provided the contractor holds an appropriate State contractor's license with the correct classification, sub-classification if applicable, and a Kanab City business license.
- B. Permit Issued to Homeowner: A permit may be issued to a homeowner for work on a single-family dwelling used exclusively by the homeowner for his or her occupancy, provided:
 - i. The homeowner has been granted an exemption to State contractor licensing requirements pursuant to Utah Code Title 58-55-305(d);
 - ii. The homeowner is the owner of the real property on which the building or structure is to be built or improved;
 - iii. The homeowner applies for and obtains the required permits for the installation of any equipment affixed to the building or structure;
 - iv. The homeowner signs the "Owner/Builder Certification" pursuant to Department of Commerce, Division of Occupational and Professional Licensing Bureau of Investigation acknowledging the homeowner's responsibilities as the applicant to supervise the work and to comply with all applicable laws, ordinances, building codes and zoning regulations.

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Section 10-637 Work Performed Without Permit, Increased Fee

- A. If work on any activity regulated by this title is commenced before the required permit has been issued and obtained, the person must immediately, upon notice by the building official, cease all work until the required permit has been issued and obtained. In the event a person commences work without the required permit and is ordered to cease work as a result, the person shall thereafter pay an amount equal to two (2) times the fee for the required permit before the permit may be issued.
- B. Correction of Non-Permitted Work:
- In the event any work is performed without a permit that was, at the time the work was performed, required by this title, the building official may at any time thereafter issue a notice of correction to the owner of the property describing the violation, stating any conditions that must be satisfied prior to the issuance of the required permit, listing any documents that must be submitted and stating the deadline for correction of the non-permitted work. The foregoing notice of correction shall be served on the owner of the property without regard to whether the owner actually performed the work. The requirement to correct noncompliant work shall apply to the present owner of the property upon which the work was performed without regard to whether the violation existed at the time the owner acquired the property or whether the work was performed by a contractor or other third party.

Section 10-640 Submittal Documents

- A. Required Documents: Submittal documents shall be submitted in electronic file format with each application for One and Two-Family Dwellings and Townhomes. Submittal documents shall be submitted in electronic file format, one (1) set of physical hardcopies with each application for Commercial, Industrial, Manufacturing and Multi-family may be requested at the Building Official discretion.
- B. Plans: To the extent required by law, all plans included in the submittal documents shall be prepared by a contractor, architect, engineer, registered interior designer or registered residential designer licensed to perform such

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work in the State of Utah, Division of Occupational Licensing. An owner/builder may be permitted to prepare plans pursuant to the exemption contained in Utah Construction Trades Licensing Act.

- C. Standards for Submittal Documents: The submittal documents shall be subject to the following standards:
- i. Construction documents shall be dimensioned, drawn to scale, drawn on a material consistent (for hardcopies) with industry practices and of sufficient quality to permit repeated use and handling by City personnel throughout the work, and on sheets of uniform size.
 - ii. The location, nature and extent of the work proposed shall be clearly indicated in the submittal documents, regardless of the type of work.
 - iii. Submittal documents containing stamps or other markings indicating that the documents are not final, such as "preliminary", "for review only" and/or "not for construction", will be rejected by the building official.
 - iv. New Construction Residential and All Commercial projects require construction documents, plans drawn in pencil, pen ink or colored highlighting will be rejected.
 - v. Plans shall contain sufficient detail to determine compliance with the technical codes and the applicable submittal requirements checklist(s) during field inspections.
- D. Review and Approval or Rejection of Submittal Documents; Permits: The building official shall review, and approve or reject the submittal documents in accordance with the following procedure:
- i. Rejection of Nonconforming Submittal Documents: Following review of the submittal documents, the building official shall reject any submittal documents that fails to materially satisfy the corresponding requirements of this title, to include requirements contained in the technical codes.
 - ii. Approval of Submittal Documents: Upon approval of the submittal documents, the building official shall place the statement "reviewed for

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code compliance" on the first page of the submittal documents. Approval of Submittal Documents does not mean that the building official has verified that all documents conform correctly to applicable codes; the Applicant is solely responsible for ensuring that all construction meets applicable technical codes and shall not place any reliance on the building official regarding whether the Applicant is correctly following applicable technical codes.

- E. Work to Comply with Permit and Applicable Code Requirements: All work subject to the permitting requirements of this chapter shall be performed in accordance with: 1) the permit and the approved submittal documents, unless a permit modification is approved by the building official in accordance with this chapter, and 2) all applicable provisions of this Code, to include the technical codes.
- F. Permit Modifications: Approved permits and/or submittal documents shall not be materially changed, modified, or altered without an approved permit modification. To apply for a permit modification, the permittee must submit a request for permit modification prior to the expiration of the permit containing an explanation of why a modification is needed and providing a detailed description of the requested modification. The building official will approve or reject the request for permit modification based on the same criteria as are applicable to the approval or rejection of permits.
- G. Retention of Construction Documents: The City shall retain one (1) set of approved submittal documents for a period of not less than one hundred eighty (180) days from date of final completion of the work allowed under the permit, unless a longer retention period is required by State law. (Ord. 820, 7-11-2017)

Section 10-650 Fees

- A. Payment of Fees: No permit or modification or amendment shall be valid until all associated fees have been paid by or on behalf of the applicant to the City.
- B. Calculation of Permit Fees are listed on the Building Permit Pricing Fee Schedule.

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- C. Plan Review Fees: In addition to any other fee required in connection with an application or permit, the City shall charge a plan review fee to compensate the City for resources expended in the review of submittal documents. Except for projects limited to mechanical, plumbing or electrical work, when submittal documents are required prior to issuance of a permit, a plan review fee, equal to sixty five percent (65%) of the permit fee, shall be paid at the time of filing the submittal documents with the City. The plan review fee includes the initial plan review and one (1) subsequent plan review in the event any corrections to the submittal documents are required. Additional plan review necessitated by further changes, additions or revisions to submittal documents will be charged to the applicant at an hourly rate and subject to any minimum charge established.
- D. Fee Refunds: Upon written application filed by the applicant or permittee prior to the hundred eighty (180) days permit expiration after the date the fee was paid, provided:
- i. A permit fee refund shall not exceed eighty percent (80%) of the fee if no work has been done under the corresponding permit;
 - ii. A plan review fee is non-refundable once the City commences reviewing the submittal documents.
 - iii. Any impact fee(s) is non-refundable once work has commenced on a project or development.

Section 10-660 Inspections

- A. General: Work for which a permit is required shall be subject to inspection by the building official or appointed official, and such work shall remain accessible and exposed for inspection until approved. In addition, certain types of work may be subject to successive inspections at predetermined phases as set forth in this Code. Upon completion of a phase, the permittee shall not proceed with the work without the approval of the inspector. It shall be the duty of the applicant or permittee to provide access to and means for proper inspection of the work by the inspector. Neither an approval as a result of an inspection nor the issuance of a permit shall constitute approval

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of a violation of this title or any other provision of this Code. Except as specifically provided in this Code, the building official is not authorized to waive any requirement set forth in this title, this Code or any Federal, State or local law, and any such waiver shall be void.

B. Right of Entry:

The following constitute purposes for which the building official may need to enter a building, structure or other property pursuant to this section:

- i. To inspect, observe, measure, sample, test or investigate the building, structure or other property in connection with the review of an application or permit;
- ii. To inspect, observe, measure, sample, test or investigate any condition relating to, or to operate, maintain, or repair any City utility or facility;
- iii. To inspect reported conditions related to compliance with this title;
- iv. To perform periodic inspections required by any provision of this title;
- v. To assess compliance with any approval, application or permit;
- vi. To inspect or to otherwise enforce any provision of this title;
- vii. When cause exists to believe that a violation of this title was or is being committed; or
- viii. For any other reason required by this title.

C. Notwithstanding the provisions, whenever it appears to the City that conditions exist requiring immediate inspection or other action to prevent harm due to an imminent danger, a City officer, official or employee is authorized to enter in or upon any building, structure or other property, public or private to the extent permitted by law without first obtaining the owner's consent, or when any other circumstance exists making such entry lawful under the common law.

D. Inspection Requests: The permittee shall, as appropriate, submit a written or verbal inspection request to the building official stating that work or phase of work is ready for inspection. Inspection requests shall be requested before

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nine o'clock (9:00) A.M. on the day for which the inspection is requested. Inspections requested after nine o'clock (9:00) A.M. will be scheduled for the next available business day. The Building Official will inspect the work or phase of work as soon as is reasonably practicable following the inspection request, depending upon the availability of personnel and resources but no more than three (3) business days. Nothing herein shall be interpreted as a guarantee that an inspection will take place on the date requested by the permittee.

- E. Inspection Results: Following an inspection by the building official, the building official will determine whether the work or phase of work has been completed in accordance with the requirements of this title. In the event the work or phase of work has been completed in accordance with the requirements of this title, the building official will authorize the permittee to proceed to the next phase of work or apply for a Certificate of Completion or Certificate of Occupancy, as appropriate. In the event the work or phase of work has not been completed in accordance with the requirements of this title, the building official will inform the permittee of the deficiencies in writing. Upon correction of any deficiencies identified by the building official, the permittee shall leave the corrected work exposed in such a manner as to permit inspection and shall thereafter request an inspection of the corrected work.
- F. Inspection of Phases and Verification of Compliance: The building official, upon receipt of an inspection request from a permittee, shall perform the following inspections (where applicable) and/or require the following verification of compliance with the submittal documents:
- i. Footing & Set Back – Inspect footing reinforcement before pouring concrete footings. When this inspection is performed, the property set-backs are checked to ensure zoning property set-backs are correct.
 - ii. Foundation – Inspect the foundation wall reinforcement before pouring concrete walls. We will inspect the foundation later for a damp proof coating.
 - iii. Underground Plumbing – Inspect the underground plumbing before it is covered and the floor is poured.

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- iv. Shear Wall & Sheeting – Inspect the shear wall and sheeting before they are covered by any house wrap or other material.
- v. 4-way – Inspect the framing, rough plumbing, rough electrical, rough mechanical and rough gas.
- vi. Insulation – Inspect all insulation before it is covered by sheetrock or any other material.
- vii. Drywall/Wallboard – Inspect rough drywall before taping and applying drywall mud.
- viii. Meter Base (if applicable)
- ix. Lath (if applicable)
- x. Vapor Barrier/House Wrap – Inspect vapor barrier/house wrap on exterior before applying siding or other finishes.
- xi. Lag – Inspect lag both roof and wall for manufactured homes.
- xii. Jacks & Tie Downs – Inspect tie downs and jacks on manufactured homes.
- xiii. Final Inspection – The required Building Thermal Envelope & Duct Air Leakage Compliance Report/Building Thermal Envelope Builder's Certification and Insulation Certification will be needed for your final inspection. Please have the certificates available at the project.
- xiv. Other Inspections: In addition to the inspections specified above, the building official is authorized to make or require other inspections of any work to ascertain compliance with the provisions of this Code and other laws that are enforced by the building official.
- xv. Special Inspections: For special inspections, see chapter 17 of the International Building Code.

Section 10-661 Re-Inspections

Re-Inspection Fee: A re-inspection fee will be charged for each inspection or re-inspection of work pursuant to a schedule adopted by the City Council if any one (1) of the following conditions occurs:

- A. Work is not completed at the time of a scheduled inspection, necessitating a re-inspection;

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- B. Corrections identified in a previous inspection are not completed at the time of a re-inspection;
- C. Access to work is not provided or is restricted at the time of a scheduled inspection, necessitating a re-inspection;
- D. Work for which inspection has been requested has been covered and is therefore not visible at the time of the inspection, necessitating a re-inspection; or
- E. Work which requires inspection prior to the scheduled inspection was not approved by the time of the scheduled inspection.

Except as otherwise provided above, there shall be no fee charged for a re-inspection. Requesting A Re-Inspection: To obtain a re-inspection, the permittee shall request a re-inspection for a specific phase of work covered by the requested permit and pay any required re-inspection fee in accordance with the adopted fee schedule.

Section 10-670 Certificate of Occupancy

- A. Use and Occupancy:
 - i. General Requirements: No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has approved the building or structure for use or occupancy by means of a Certification of Occupancy. A Certificate of Occupancy does not approve or waive a violation of any provision of this Code. A Certificate of Occupancy creates no warranty or guarantee, either expressed or implied. A final inspection shall be equivalent to a Certificate of Occupancy for any building classified in Occupancy Group U.
 - ii. Suspension or Revocation: The building official may temporarily suspend or permanently revoke a Certificate of Occupancy or a Certificate of Completion issued under the provisions of this Code

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KANAB

General Ordinances

Section 10: FIRE, HEALTH, SAFETY AND WELFARE

whenever the certificate is issued in error, or on the basis of incorrect information supplied, or when written conditions are not completed within the required time, or when the building or structure or portion thereof is in violation of this Code.

B. Certificate Issued:

If, after a final inspection, the building official determines that all applicable requirements of this title have been satisfied and after verification that there are not any unpaid accounts or balances owed to Kanab City, the building official shall thereupon issue a Certificate of Completion if the building or structure may not be used or occupied or a Certificate of Occupancy if the building or structure may be used or occupied. The Certificate of Completion or Certificate of Occupancy shall contain the following information:

- i. The permit number;
- ii. The address of the building or structure;
- iii. The name and address of the owner of the building or structure;
- iv. A description of that portion of the building or structure for which the certificate is issued;
- v. The name and signature of the building official;
- vi. The edition of the Code under which the permit was issued;
- vii. A description of the permitted use and/or occupancy (if applicable);
- viii. A description of the type of construction;
- ix. The design occupant load (if applicable);
- x. The date of issuance of the certificate.

Sections 10-680 Appeals

Any person aggrieved by a decision of the building official made pursuant to or in relation to matters subject to this title may appeal the decision by filing a notice of appeal with the Utah State Uniform Building Code Commission

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Sections 10-690 Violations and Penalties

- A. Unlawful Acts: It shall be unlawful for any person to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or other improvement to real property regulated by this title, or cause same to be done, in conflict with or in violation of any provision in this title. Such violations are a Class C misdemeanor. Such violations are also considered nuisances and are to be handled in accordance with chapter
- B. Notice of Violation: The building official may issue a notice of violation ordering any person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition, use or occupancy of a building, structure, building service equipment system or other improvement in violation of the provisions of this title, or in violation of a permit or certificate issued pursuant to this Code. The notice of violation shall be implemented and abated through the nuisance process as outlined in Chapter 10 of the Kanab City General Ordinances. In the event the violation results in an unsafe condition or imminent danger, the building official may order the person upon whom the person to whom the notice of violation was issued to discontinue the use and/or occupancy until the unsafe condition or imminent danger has been eliminated.

Section 10-691 Stop Work Order

- A. Authority: In the event the building official determines that work regulated by this Code is being performed in a manner that is contrary to the provisions of this Code or that creates an unsafe condition or imminent danger, the building official may issue a stop work order.
- B. The issuance of a stop order shall be implemented and abated through the nuisance process as outlined in Chapter 10 of the Kanab City General Ordinances.

Penalties for Violation of Stop Work Order: Any person who continues to perform any work after having been directed to cease performing the work with a stop work order shall be cited with a Class C misdemeanor.

Last Updated 3.23.2021

KANAB

General Ordinances

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Last Updated 3.23.2021

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ORDINANCE NO. 3- 24 O
AN ORDINANCE AMENDING KANAB CITY GENERAL ORDINANCE
SECTION 10, FIRE, HEALTH, SAFETY AND WELFARE

WHEREAS, the Kanab City Planning Commission and City staff have evaluated the current general ordinance related to temporary structures;

WHEREAS, the Planning Commission has found a need for clarification, modification, and certain additions to Section 10, Fire, Health, Safety and Welfare;

WHEREAS, the Kanab City Planning Commission held a public hearing on March 19, 2024, reviewed, discussed, and then recommended to the Kanab City Council changes to the General Ordinance, Section 10;

WHEREAS, the Kanab City Council met during its regularly scheduled meeting on March 26, 2024, to consider, among other things, amending the Kanab City General Ordinance, Section 10, Fire, Health, Safety and Welfare;

NOW, THEREFORE, BE IT ORDAINED by the Kanab City Council that the Kanab City General Ordinance is hereby amended as reflected in the ___page(s) attached hereto.

Authorizing staff to make additional grammatical, formatting, and other non-substantive corrections.

All former ordinances or parts thereof conflicting or inconsistent with the provisions of this Section or of the Code hereby adopted are hereby repealed. The provisions of this Section shall be severable, and, if any provision thereof or any application of such provision is held invalid, it shall not affect any other provisions of this code or the application in a different circumstance.

This ordinance shall be effective upon the required posting.

PASSED AND ORDERED POSTED this ___ day of March, 2024.

KANAB CITY

ATTEST:

MAYOR

RECORDER

VOTING:

Boyd Corry	Yea ___ Nay ___
Peter Banks	Yea ___ Nay ___
Arlon Chamberlain	Yea ___ Nay ___
Scott Colson	Yea ___ Nay ___
Chris Heaton	Yea ___ Nay ___

POSTED the ___ day of _____, 2024, as certified by the Recorder: _____.

RECORDER

Mayor
T. Colten Johnson
City Manager
Kyler Ludwig
Treasurer
Danielle Ramsay



City Council
Arlon Chamberlain
Scott Colson
Chris Heaton
Boyd Corry
Peter Banks

Kanab City Council Staff Report
File # 20240319.1

Date:	March 21, 2024
Meeting Date:	March 26, 2024
Agenda Item:	Discuss approve or deny a Development Agreement for Hidden Canyon Subdivision, a Planned Development Overlay
Subject Property Address:	N/A
Property Owner:	Jim Guthrie
Applicant Agent:	Brown Consulting Engineers
General Plan Designation:	Medium Density Residential/High Density Residential
Parcel #:	K-15-1-ANNEX & K-14-15-ANNEX

Attachments:

Exhibit A: Development Agreement

Summary:

Hidden Canyon Subdivision, a Planned Development Overlay was originally reviewed and approved by the Planning Commission and City Council in September of 2021. The development agreement was approved on 9/28/2021 by the City Council.

The original development agreement did not include the specifics regarding the water tank needed for the development. The water tank agreement was being reviewed through a different agreement that has yet been agreed upon or approved by the City Council.

In August of 2022, an extension request for the preliminary site plan was approved by the Planning Commission. The extension is allowed one time for a period of 12 months through the Land Use Ordinance, Chapter 23.

On March 27, 2023, a request was received to amend the Preliminary Site Plan. Land Use Ordinances Chapter 23 – Planned Development Overlay requires that any amendments for approved plans and specifications shall be obtained by following the same procedures described in section 20-8. Section 20-8 requires a development agreement as required in 20-4. It was discovered at this time that the development agreement was not signed and recorded and that the water tank agreement still required approval. Staff requested that the water tank agreement be combined into the development agreement and go through the necessary approval and recording process. Of note, Land Use Ordinance Chapter 23, was updated in September of 2023 and some of the section references may have changed from the previous approved version.

City staff has been working with Mr. Guthrie, his engineer and attorney to prepare the development agreement for past twelve months.

– A Western Classic –



Findings:

1. Commercial and residential retirement community for individuals over 55 years of age. There is an addition of 125 multi-family units and an 80-unit hotel. With the additional units the development will have a total of 705 units: 356 single family units, 269 multi-family units, 80-unit hotel and 7.07-acres of commercial storage units.
2. Gated community that will have private roads. The entrance road, that will also serve as a frontage road will be a public road dedicated and maintained by Kanab City after acceptance and approval of the installation.
3. One (1) million-gallon water tank will be constructed. 810,150 gallons is required for the development, the upgrade to 1 million gallons qualifies the developer for reimbursement through impact fee credits.
4. A 12-inch transmission/distribution water line is required to be installed by the city, this is considered an upgrade from an 8-inch waterline and qualifies the developer for reimbursement through impact fee credits.
5. Booster pumps or lift stations installed within the development will be maintained by the developer. Booster pumps or lift stations required outside the development will be maintained by Kanab City after acceptance and approval of the equipment.
6. Exceptions to Kanab City ordinances include (exceptions were previously approved through the development agreement on September 28, 2021):
 - a. Minimum lot size of 5,000 square feet
 - b. Minimum lot street frontage of 52 feet wide
 - c. Minimum front lot setbacks of 20 feet, side setbacks of 5 feet and rear setbacks of 10 feet
 - d. Private roads to have a 40-foot right of way with 26 feet of pavement
7. Allows opportunity for the formation of Public Infrastructure District (PID)

Analysis:

Staff has reviewed the development agreement and has some additional notes:

- a. The Fire Chief has expressed concerns regarding the width of the private and public roads as well as concerns with the number of egress and ingress for the development. The current plans and development agreement show a 40-foot right-of-way for the private roads with a 26' pavement. This width may be difficult to allow for movement in and out of the development during an emergency or fire. There is only one entrance and exit to the development from Highway 89 causing a bottle neck in an emergency and fire situation.
- b. The Public Works Director has expressed concerns with future connections to the boosted 12-inch transmission/distribution pipeline. The high-pressured water line may cause damage to any future connections that do not have properly regulated equipment. He is requesting that the existing 8-inch water

– A Western Classic –



line remain and that the 12-inch boosted transmission/distribution pipeline be installed adjacent to the existing 8-inch waterline.

- c. The Public Works Director has expressed concerns regarding the pump station located in front of “Quality Inn”. The existing booster pump is not sufficient for the development and needs to be replaced with two booster pumps. Both will be used in emergency situations. With the additional equipment needed the existing pump station is not an adequate size to house all the equipment and maintain the necessary clearances for maintenance and service of the equipment.

Planning Commission:

The planning commission held a public hearing on 3/19/2024. Staff went over the development agreement that was dated 3/19/24 in length with the planning commission discussing recent changes and additional changes that may need to be in the agreement. They heard from all the public attending (Jake Dutton, Chris Heaton and Chief Brett Pierson). Chief Brett Pierson expressed concerns with the single entry into the development from Highway 89. He stated that he would require a second emergency entrance prior to the construction of the apartments in Phase 4. Planning Commission made a positive recommendation with the following amendments to the Development Agreement dated 3/19/24:

1. The widths of the roads will be updated on the master plan.
2. The roads will be identified on the master plans as private or intended public roads.
3. Roads need to be identified by name in the development agreement rather than by color.
4. A second emergency access will be required prior to the construction of the apartments in phase 4.

During the amended preliminary site plan discussion, Jim Gutherie asked if the phases could be done out of order. Staff explained that the ordinance does not necessarily require that the phases are done sequentially but if they are done out of order it may be necessary to identify the number of units, lots, or door the Fire Chief is comfortable with prior to the secondary emergency access being required.

Suggested Motion(s):

I move that we approve the Development Agreement for Hidden Canyon Subdivision as shown in exhibit A of the staff report and adopt ordinance 03-XX-24 O.

I move that a we approve the Development Agreement for Hidden Canyon Subdivision as shown in exhibit A of the staff report and adopt ordinance 03-XX-24 O with the following amendments

– A Western Classic –

Mayor

T. Colten Johnson

City Manager

Kyler Ludwig

Treasurer

Danielle Ramsay



City Council

Arlon Chamberlain

Scott Colson

Chris Heaton

Boyd Corry

Peter Banks

I move that we deny the Development Agreement for Hidden Canyon Subdivision as shown in exhibit A of the staff report.

I move that we continue the discussion on the Development Agreement Hidden Canyon Subdivision to:

– A Western Classic –

When Recorded Return to:
Kanab City
26 North 100 East
Kanab, UT 84741

Tax ID#s: K-15-1-ANNEX
K-14-15-ANNEX

**HIDDEN CANYON DEVELOPMENT AGREEMENT
AND
SYSTEM IMPROVEMENTS REIMBURSEMENT AGREEMENT**

THIS HIDDEN CANYON DEVELOPMENT AGREEMENT AND SYSTEM IMPROVEMENTS REIMBURSEMENT AGREEMENT (herein "**Agreement**") is entered into this ____ day of _____, 2024, by and between Jim Guthrie and his assigns, (herein "**Guthrie**"), owner of record for parcels K-15-1-ANNEX and K-14-15-ANNEX (the "**Property**"), and JJJ Development, Inc., a Utah corporation (herein "**JJJ Development**") (Mr. Guthrie and JJJ Development, Inc. herein collectively referred to as the "**Developer**"), and the City of Kanab, a municipal corporation and political subdivision of the State of Utah (herein "**City**"). This Agreement is intended, in part, to replace a previously approved but not fully executed development agreement between Developer and City. Developer and City are collectively referred to herein as "**Parties**," and each may be referred to individually as "**Party**."

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RECITALS

WHEREAS, City is a political subdivision of the State of Utah.

WHEREAS, Guthrie owns approximately 257.37 acres of real property located within City limits, with parcel/tax ID numbers of K-15-1-ANNEX and K-14-15-ANNEX, which is more fully described in Exhibit "A," identified as the "Hidden Canyon Subdivision" and portions of which may be hereafter interchangeably referenced as "Property", "Development Property," "Planned Community," and "Hidden Canyon".

WHEREAS, the Property is zoned with a Planned Development Overlay ("PD") established by City.

WHEREAS, The Developer is proposing to develop the Property into both a commercial and residential retirement community for individuals over 55 years of age ("Development"), which development shall occur over a several year period, with marketing during development as well as thereafter, by applying to the City for development approvals, the issuance of required permits, and other items as more fully described hereafter.

Commented [KB1]: Recently the Developer has stated that the apartments and possibly some other aspects of the development will not be limited to 55+. Need to clarify this point within the Agreement; otherwise the Agreement would dictate it is all 55+.

WHEREAS, proposed development of the Property will including approximately Seven Hundred and Five (705) residential units (constituting 356 Single Family Units, 269 Multifamily Units, 80 Unit commercial hotel and 7.07 acres of commercial Storage Units requiring additional infrastructure and public services.

WHEREAS, the City is willing to enter into this Agreement because the proposed development contains an upscale residential senior community, high-scale residential apartments, provide various commercial services, improve or develop City roads, contribute to the overall infrastructure and improvements of the City for future growth, and promote economic development, all of which will be advanced by Developer through the formation of a PID and/or other private financial resources.

WHEREAS, Developer will install all utilities, provide paved hard surface roads from the public street to the Development, provide the Development with all public utility facilities including but not limited to curb, gutter and sidewalk, streets, power, water, and public sewer systems, in accordance with the applicable law and design standards, which infrastructure may be funded in whole or in part by the Developer and/or a Public Infrastructure District (“PID”), if one is approved and created.

WHEREAS, upon completion, dedication, and acceptance of the infrastructure, the City is willing to provide the necessary public services to the Development Property, upon certain conditions as outlined in City ordinances and in accordance with the terms included herein.

WHEREAS, as a condition of development approval, Developer is required to construct and install certain "Public Improvements" and "System Improvements," including future public facilities identified in and included as part of the City's Capital Facilities Plan(s), each as defined by Section 7-801 of the Kanab City General Ordinances and in Utah Code, Title 11, collectively referred to as "System Improvements;" however, System Improvements do not include "Development Property Improvements" or "Project Improvements" as that term is used in State Code and the City's ordinances. **[The term "Capital Facilities Plan(s)" as used throughout this Agreement, includes those plans for future capital facility improvements anticipated and included in the various Impact Fee Facilities Plan & Analysis, adopted by Kanab City in 2018, anticipated to be revised and re-adopted in April 2024.]**

WHEREAS, the proposed Planned Community will require approximately (1) an 810,150 gallon water storage tank, (2) require at least an 8-inch water line to connect the existing water infrastructure to the water storage tank (with the possibility of a 12-inch line being required), and (3) require at least an 8-inch water line to serve the needs of the Planned Community.

WHEREAS, Developer has certain obligations to install infrastructure and System Improvements to specified standards sufficient to meet the Development Property's needs.

WHEREAS, as part of the development activities, the City desires to have Developer upsize or oversize certain infrastructure as required by the City, beyond the infrastructure described previously.

WHEREAS, specific oversized System Improvements covered by this Agreement are outlined in Exhibit B, attached hereto and incorporated by reference, and are included in the City's Capital Facilities Plan(s). Specifically, the Developer is required to have engineered, constructed, and dedicated to the City a water storage tank and related infrastructure, based on specific criteria.

WHEREAS, the Parties have acknowledged that (a) a one (1) million-gallon water storage reservoir ("water tank"), in lieu of a 810,150 gallon water tank, (b) a 12-inch transmission and distribution pipeline, in lieu of an 8-inch pipeline, **specifically extending from the water tank to road identified as "Road A" in the Master Plan attached hereto as Exhibit C, running the length of Road A south to Highway 89 (the other distribution lines to service the Development Property remaining as 8-inch lines, as required by the**

development), and (c) other water-related infrastructure specifically related to the oversizing aspect of (a) and (b), described in Exhibit B (collectively, "Eligible Public Improvements"), are necessary for future development of the Development Property and future developments adjacent thereto, which currently do not exist.

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WHEREAS, the Parties agree that the oversizing/upsizing of the System Improvements that are the subject of this Agreement are reasonably anticipated to serve future development, both within and without the Hidden Canyon Subdivision.

WHEREAS, Utah Code § 11-36a-101, et seq., the Impact Fee Act, allows for municipalities to either reimburse or credit developers for Public Improvements and System Improvements, through their impact fee enactment.

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WHEREAS, General Ordinances of Kanab City establish the parameters for the construction of Public Improvements, for reimbursement for oversizing Public Improvements, and for collecting and calculating impact fees, and states, in part:

Where public improvements are installed which are intended to extend, expand or improve the City's public improvements beyond the public improvements required to service or benefit the subdivision or development activity proposed by the developer, the City in its discretion may enter into a written reimbursement agreement with the developer who installs the public improvement.
Kanab City General Ordinances § 7-803.

Any developer seeking to commence development activity prior to the City's commitment to participate in a Development Property or to provide the required system improvements may construct all of the Development Property and system improvements and may, with the approval and at the discretion of the City Council, enter into a written system improvements reimbursement agreement with the City for the repayment of the actual, reasonable cost of the system improvements installed by receiving credits toward development impact fees or reimbursement from current or future impact fees as determined by the City Council.
Kanab City General Ordinances § 7-804

In consideration for the construction and installation by the developer of system improvements which are required by the City as a condition of approving the development activity, the City Council may in its sole discretion grant developer a credit against applicable impact fees assessed on development within developer's Development Property as determined by the City after receiving the recommendations of the City Engineer. No credits will be granted for Development Property improvements.
Kanab City General Ordinances §7-806.

No interest shall be paid on any reimbursement amounts. The City will not have any obligation to make reimbursements to the developer for systems improvements until the designated impact fees are actually received by the City.
Kanab City General Ordinances §7-807.

WHEREAS, Kanab City's Water Impact Fee Facilities Plan & Analysis (Capital Facilities Plan for Water, adopted in 2018), outlines: "It is projected that the first new 1 Mgal tank should be constructed

in 2026 near the east City boundary with a 12 inch pipeline connected to the nearest 12 inch water main.” See page 13 (Appendix A, Maps 4 & 5, identify the approximate and adjacent area of the Hidden Canyon Subdivision for the location of a future 1-million-gallon water tank).

WHEREAS, Developer and the City agree that Developer will connect the Public Infrastructure to the waterline currently servicing the Quality Inn property. The Developer will not use the existing 8-inch waterline extending east from the Quality Inn property. The Developer will install a new 12-inch waterline adjacent to the existing 8-inch waterline and extending the full distance to the 1-million gallon storage tank. If an 8-inch waterline can be shown as having sufficient capacity, capability, and compatibility with the required System Improvement, including the necessary booster pump and other infrastructure, concluding that it can provide necessary service for the regular and emergency needs of the Development Property, then the Developer shall be entitled to applicable impact fee credits for the difference in the cost of install a 12-inch waterline as compared to the cost of installing an 8-inch waterline from the point of connection to the water storage tank. Otherwise, due to the lack of compatibility, capacity, or capability of an 8-inch waterline, the City and the Developer agree that the Developer will be required to bear the full cost, without entitlement to impact fee credit, to install a new 12-inch waterline adjacent to the existing 8-inch waterline from the connection point near or at the Quality Inn, running the full distance to the booster pump and Property boundary, and thereafter extending the 12-inch waterline to the water tank.

WHEREAS, Developer will also construct and install a return 12-inch waterline from the water storage tank to the road identified as “Road A” in the Master Plan, attached hereto as Exhibit C, and thence along Road A to the areas of the Development Property, from which 8-inch waterlines may be utilized if sufficient to service the Development Activity, for which approved designs and standards require it for the Planned Development itself, and the 12-inch waterline continuing and extending along Road A back to the Highway 89, as further explained in Exhibit B.

WHEREAS, Developer or a subsequently formed PID, if approved, will be reimbursed by way of a credit towards applicable impact fees for the portion of the actual, reasonable costs for materials and installation of said Public Improvements attributable to the upsizing/oversizing, and the extension of Public Improvements beyond what is necessary for the Hidden Canyon Planned Development, dependent upon whether the Developer or PID has incurred the expense for installation of the oversized/upsized improvements, as set forth hereafter.

WHEREAS, Developer or a subsequently formed PID, if approved, will front costs for extending and upsizing portions of Public Infrastructure, as outlined in Exhibit B, including the return water line and the water tank, from which the actual, reasonable costs shall be reimbursed (1) by City, through impact fee credits, or (2) by any private party or entity of an adjacent development which connects to the oversized return water line (i.e., from the water tank to US-89; the cost of reimbursement to be determined and paid in accordance with their pro-rata share of the actual, reasonable costs of the oversized portion of the water infrastructure, (including the water storage tank), to which the third-party connects. Notwithstanding, upon payment by a private party or the City, Developer shall only be reimbursed up to the full actual, reasonable costs of the oversized portion of the infrastructure paid by Developer.

WHEREAS, the Parties have had the opportunity and have utilized the help and advice of legal counsel in the negotiating, drafting, and reviewing of this Agreement.

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Deleted: it

Deleted: Quality Inn property

Deleted: /Quality Inn

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WHEREAS, on March 19, 2024, the Kanab City Planning Commission held a duly noticed public hearing to consider this Agreement, and thereafter made a recommendation to the Kanab City Council pertaining thereto.

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WHEREAS, on _____, 202__, having received the Planning Commission's recommendation, the Kanab City Council met during its duly noticed regular meeting, considered this Agreement with any modifications, and considered the input of City staff, the public (if any), and the Planning Commission, and discussed the Agreement.

WHEREAS, the City, acting pursuant to its authority under Utah Code § 10-9a-101, *et seq.* and its ordinances, resolutions, and regulations and in furtherance of its land use policies and goals, has made certain determinations with respect to the proposed Planned Community, and, in the exercise of its legislative discretion, has elected to approve this Agreement because it promotes the orderly and appropriate development of property, and will provide public facilities, amenities, and other benefits for the better welfare of the community and in connection with a proposed development.

NOW THEREFORE, in consideration of the goals and policies of City, which include the appropriate and coordinated development of property within City, and after consideration by the various services which Developer will provide, and in accordance with provisions, terms or conditions of City, and the Developer as more fully set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties now agree to the following terms and conditions:

AGREEMENT

1. Recitals. The Recitals above are hereby incorporated by reference and expressly made a part of this Agreement. Capitalized terms used herein shall have the meaning given them in this Agreement and if not otherwise defined herein, or within State Code or the City's ordinances, shall have the plain and ordinary meaning within the context they appear.

2. Definitions.
"Agreement" means and refers to this "Hidden Canyon Development Agreement and System Improvements Reimbursement Agreement" between Developer and City with respect to the Planned Community.

"Developer" means and refers to JJJ Development, LLC and Jim Guthrie, the initial owner of the Planned Community, who is anticipated to create the Planning Areas and reserves the right to convey the same, through sale or otherwise, to the Secondary Developers. This definition extends to successors and assigns of Developer, provided such successors and assigns acquire all of the rights to the master development of the Planned Community which are currently held by Developer and agree to become subject to the obligations of this Agreement.

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"Development Property" or "Property" means and refers to the parcels of real property located in Kanab City, Kane County, State of Utah, upon which any development to be constructed on the Property pursuant to the Hidden Canyon Development Property Plan, as depicted in Exhibit C, and this Agreement, with the associated intended uses and all the other aspects approved as part of this Agreement, as also contained in the Exhibit B attached hereto, and identified as parcel/tax ID numbers K-15-1-ANNEX and K-14-15-ANNEX, which is more particularly described in Exhibit "A".

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“**Hidden Canyon Development Property Plan**” (“Plans”) are those Plans presented by Developer in Exhibit C (“Description and Plans”) and once approved by City, setting forth some of the specifications required for development of the Property and System Improvements, as generally outlined in Exhibits B and C. The Plans referenced, mean, or include the specific description and Master Plans attached as Exhibit C and do not include items not yet submitted. The Master Plans in Exhibit C are not yet approved development plans or applications, notwithstanding their reference or inclusion herein.

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“**Impact Fee Credits**” means and refers to credits for applicable impact fees granted by City pursuant to this Agreement.

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“**Master Association**” means and refers to an association that shall be created by Developer consisting of Developer and/or some or all of the private owners of lots and parcels, including those privately retained open spaces, in the Planned Community which will have the responsibility of enforcing the Master Declaration. “Sub-associations” or “neighborhood associations” may also be created with respect to the distinct Planning Areas and/or Secondary Phases of the Planned Community and shall be subject to the Master Association. A Master Association, sub-association, or neighborhood association may commonly and legally be referred to as a “homeowners association.”

“**Master Declaration**” means and refers to a declaration of covenants, conditions and restrictions for the residential and commercial portions of the Planned Community which shall be created by Developer and recorded in the Kane County Recorder's Office with respect to the entire Planned Community. The Master Declaration shall set forth the rights and obligations of Developer, the Secondary Developers, the Master Association, and the individual owners in the Planned Community with respect to one another, and may establish a lien for the collection of assessments and serve other purposes common to declarations in similar development properties/homeowners associations. Other “sub-declarations” may also be recorded with respect to the distinct Planning Areas and/or Secondary Phases of the Planned Community, but all shall be subject to the Master Declaration.

“**Planned Community**” or “Planned Development” means and refers to the Development Property known as “Hidden Canyon,” anticipated to be developed upon the Development Property.

“**Public Infrastructure**” or “**Public Improvements**” (or at times referenced as “Infrastructure”) means and refers to interchangeably the installation of standard utilities necessarily required to service the Property, as used and defined in Utah Code and Kanab City ordinances, including water, sewer, roads, sidewalks, curbs and gutters and such other improvements to develop the Property as set forth, in part, in the Plans included in Exhibit B.

“**Public Infrastructure District**” or “**PID**” shall have the same meaning as defined in Utah Code, Title 17D, Chapter 4, *et seq.*

3. Property to be Bound - Development Property. The legal description of the Property to be bound by this Agreement, i.e., the Development Property, is set forth in Exhibit “A” hereto and incorporated with this reference. No additional property may be added to the Development Property for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and City.

4. Acknowledgments.

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- a. The City acknowledges the Developer is relying on the execution and continuing validity of this Agreement, and the City's performance of its obligations herein.
- b. The City further acknowledges that development of the Development Property may be contingent upon Developer obtaining approval of a PID which is subject to further legislative action.
- c. Developer acknowledges that the City will be making a decision regarding the formation of a PID at a later date, upon submission of a complete application, requisite documents, and corresponding fee.
- d. Developer acknowledges that this Agreement will not bind the City to the approval and formation of a PID and that if the formation of a PID is denied, Developer may need to take additional steps not contemplated under this Agreement to facilitate the development of the Property, which decisions may or may not be legislative in nature (e.g., application to amend this Agreement; application to re-zone, a portion or all of the Property).
- e. Developer will directly (or through a PID) expend substantial funds in the development of the Property and, in reliance upon this Agreement, will continue to expend additional funds. Notwithstanding this acknowledgment, the Developer foregoes any right or remedy, both in law and equity, to seek damages for the same.
- f. Developer acknowledges that the City is relying on the Hidden Canyons Development Property Plan, as included in Exhibit C, and the execution and continuing validity of this Agreement, and Developer's performance of its obligations under this Agreement, in continuing to perform the obligations of Developer herein.
- g. The City has expended substantial time, resources, and funds in connection with the proposed development of the Property and, in reliance of this Agreement, will continue to expend additional time, resources and funds. Notwithstanding this acknowledgment, the City foregoes any right or remedy, both in law and equity, to seek damages for the same.
- h. The Parties desire that the City has reasonable certainty concerning the manner in which the Property will be developed, and that Developer will have reasonable certainty in proceeding with development of the Property. Developer shall comply with the terms and conditions of the Plans in Exhibit C and of this Agreement, and the City authorizes Developer to develop the Property as set forth in the Plan, included in Exhibit C, and this Agreement.
- i. Notwithstanding the foregoing, the Parties jointly acknowledge that nothing herein will bind the City to any future legislative action, decision, or appropriation, and that any future administrative decision (i.e., approval or denial) shall be made in accordance with the terms of this Agreement, local ordinance, and state law.

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j. The Developer (i.e., Guthrie and JJJ Development, individually and collectively) acknowledge and affirm that they have been advised by the City and Guthrie's and JJJ Development's legal counsel, orally and in writing (including as outlined through this Agreement), of any and all rights "under clearly established state law" to which they are entitled but are conceding and giving up by entering into this Agreement, as demonstrated/repeated more explicitly hereafter, and will therefore be estopped from a future related claim, including claims brought under Utah Code §10-9a-532(2)(c) (i.e., claim of undisclosed or unknown right forfeited through this Agreement). [If a term of this written agreement could be interpreted or constructed to abridge the rights of the Developer, or seen in a light less favorable to the Developer, it should be considered as notice of a possible if not an outright concession or abridgment of the Developer's "clearly established" statutory right(s).]

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k. The Developer (i.e., Guthrie and JJJ Development, individually and collectively) acknowledge that this Agreement is not a condition for development of the Property; however, a development agreement is a requirement for planned developments under Kanab City's ordinances. Developer acknowledges there are other avenues for developing the Property without entering into this Agreement.

5. Prior Development Agreement. The Developer having presented, and the City Council having previously considered and approved a version of a Development Agreement related to the Hidden Canyon Planned Development (in September of 2021), but the document having failed to be fully executed and recorded; the Parties now agree to the following terms included, as previously considered:

a. City Facilities and Landscape Improvements. City will permit and cooperate in Developer's efforts to improve existing City facilities including water, drainage, and sewer systems. In addition, City will permit and cooperate in Developer's efforts to enhance and improve landscaping features on any City owned property within the Planned Community. To the extent reserved by Developer, Developer will dedicate to City when appropriate such easements in locations acceptable to Developer as shall be reasonably necessary to accommodate City's utility system to service these areas.

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b. Model Homes and Sales Center. Developer and/or Secondary Developers may construct model home complexes and sales centers in one or more Planning Areas. Plans for such shall be reviewed and approved by the City and Master Association.

Commented [KB3]: This sentence was dropped from the prior version and should remain.

c. Exceptions to City Ordinance. In accordance with Section 23-7 of the Kanab City Land Use Ordinance, City agrees to allow the Development Property to deviate from the City Standards and Ordinances in the following ways:

- i. allow for lots to be as small as 5,000 sq. ft.;
- ii. allow for frontage of lots to be as short as 52 feet wide;
- iii. allow for front setbacks to be as short as 20 feet, side setbacks to be as short as 5 feet, and rear setbacks to be as short as 10 feet; and
- iv. allow for private roads to be as small as 40 feet wide. Private roads are all roads located within the Master Plan area colored in pink servicing single family lots within the privacy gates. All roads located in the green, purple and blue areas,

Commented [KB4]: Clarify if this is intended as a 40-foot paved surface or 40-foot right-of-way/easement for ingress/egress. The Fire Chief may need to weigh in on the sufficiency of the width—even though they are intended as private roads, they still are considered fire apparatus roads. Need to also consider turn arounds/hammer heads at the end of temporary dead end roads, as a result of phased buildout, or loop roads beyond phase of construction.

servicing the commercial storage, hotel and high density residential shall be public roads as depicted in Exhibit “C”.

Commented [KB5]: The Development Agreement and Master Plan will not always be printed/looked at in color, and therefore, these color descriptions may not be perceivable on Exhibit C. Consider labeling roads as either “Intended Private Road” or “Intended for Public Dedication” and rewording this clause.

6. Developer’s Responsibility. Developer agrees to complete all of the onsite and offsite improvements as required under this Agreement and to develop the Property, which may be done by Developer or through the creation of a Public Infrastructure District, in accordance with the Public Infrastructure District Act, Title 17D, Chapter 4 (“PID”), if creation is approved (after due consideration by the City upon receipt of a completed application, fee(s), and required documents), which will create a public entity in order to assist in the financing of public infrastructure for the purpose of creating and developing the Property.

7. Development Pursuant to Plan and Design Guidelines.

- a. Developer shall submit plans that will promote a sophisticated technology wise senior residential community with various amenities as well as certain commercial services. The plans submitted shall generally depict the intended uses, lot lines, water and sewer system, various other utilities, drainage control facilities, major roads, and facilities that will be installed and constructed upon the Property, subject to minor modifications as necessary to facilitate construction. The City shall be notified of all minor modifications in advance of their implementation, upon receipt of which the City will determine if the minor modification(s) can proceed without further review, or if the minor modification(s) will require some form of administrative application, review, and approval.
- b. Developer may submit an application for City’s approval of minor modifications to the extent generally consistent with the Development Property, in accordance with the City’s ordinances and standard procedure. Examples of such minor modifications shall include moving or adjusting lot lines or lot sizing, minor street realignments, adjusting open areas, so far as those modifications still meet with the substantive terms of this Agreement. Minor modifications shall be approved by the City’s Land Use Coordinator/Building Official (acting, under the circumstances, as the City’s Land Use Authority), in consultation with the Public Works Director and City Engineer, as deemed appropriate.
- c. No material modifications to the Plans, as included in Exhibit C, shall be made after approval by City without City’s written approval of such modification. Developer may submit an application for approval of material modifications to the Development Plans, included and incorporated into this Agreement (Exhibit C), from time to time as Developer may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification beyond that considered minor, including, for example, modifications which (i) increases the total perimeter size (footprint) of building area to be constructed on the Property by more than ten (10) percent, (ii) substantially changes the exterior appearance of the Project, (iii) changes the functional design of the Project in such a way that materially affects traffic, drainage, or other design characteristics, or (iv) increasing or decreasing housing density. Material modifications that still generally fall within the terms and parameters outlined in this Agreement shall be approved by the City’s Land Use Authority.

Commented [KB6]: Will it strictly be a senior residential community? Developer has recently hinted otherwise, which may require some changes to the Agreement.

- d. In the event of a dispute between Developer and City as to the meaning of “minor modification” or “material modification,” no modification shall be made without express written approval by the City (i.e., may require amendment to this Agreement). Modifications shall be approved by City if such proposed modifications are consistent with City's then applicable rules and regulations for projects in the zone where the Property is located, and are otherwise consistent with the standard for approval set forth herein. Modifications that do not meet with the then applicable rules and regulations or the terms laid out in this Agreement, may require an amendment to this Agreement, subject to the City Council’s approval (legislative).
- e. Developer shall not commence site preparation or construction of any infrastructure or improvement on the Property until such time as the required submitted plans have been approved by the City in accordance with the terms and conditions of this Agreement and the applicable City ordinances.
- f. It is anticipated that the following general planning and construction of the development will occur through a series of steps or procedures described hereafter in three general phases. In addition, actual development of lots and construction of homes will be completed through a phased development plan resulting in lots and homes being developed and constructed by Developer in multiple phases as determined in the discretion of Developer and approved by the City:

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General Phase 1: The Parties, according to their respective obligations herein, will perform or work together to satisfy the following requirements:

- i. Prepare preliminary planning.
- ii. Take necessary measures for consideration of a PID or other financing opportunities.
- iii. Complete applications for prospective tax relief for the PID which will be provided and distributed through the PID, subject to consideration and approval by the City.
- iv. Complete engineering for development. Developer shall prepare detailed construction plans, drawings, and specifications as part of the plans for the Developer’s Public Improvements for the Development Property, which Plans shall be subject to the City’s reasonable approval. Developer shall diligently pursue and obtain any and all necessary governmental approvals, permits and the like as necessary and required for development of the Development Property. Developer agrees to provide City with a copy of any and all relevant records and documents relating to the Developer’s Public Improvements, as requested by City.
- v. Obtain soils testing.
- vi. Prepare subdivision layout and apply to City for subdivision approval.
- vii. Complete Landscaping Designs for infrastructure.
- viii. Complete Sign Design and construction of signage, subject to the requisite review(s) and approval(s).
- ix. Subject to the requisite application(s), review(s), and approvals/permitting, and completion of required public infrastructure improvements (or posting with the City an improvement completion assurance as required under Utah Code § 10-9a-604.5 and Kanab City Subdivision Ord., Chapter 4), the water storage tank being excepted, permit Developer to proceed with Phase 1, as per the map included as

Exhibit “C”, including construction of storage facilities prior to construction of the water tank, provided Developer is able to meet minimum fire flow standards. Other than the storage facilities anticipated to be constructed, all other building permits shall be withheld until the water storage tank is constructed and accepted by the City unless Developer has posted satisfactory improvement completion assurance (i.e., guarantee of improvement; bonding), which is still valid, to cover completion of the water storage tank.

Commented [KB7]: City staff has concerns about this provision.

General Phase 2: Perform the following requirements:

- i. Apply for and Complete Construction of all Infrastructure.
- ii. The City shall cooperate reasonably in promptly processing all *complete* construction and development applications as Developer develops the Development Property in multiple phases, in accordance with the City’s normal procedure and practices.
- iii. If an application is considered incomplete, the City will communicate the same to the Developer, detailing the deficiency.
- iv. If the City denies any complete application submitted by the Developer, the City shall provide notice to the Developer and, upon request of the Developer, a written record or recording related to the denial, if created.
- v. Upon issuance of a denial, the City and Developer shall meet within fifteen (15) business days (in-person, by phone, text, email, or virtually), or as soon thereafter as possible, of a denial of any application to attempt to resolve the issues specified in a denial of the application. This requirement to meet shall be considered waived, if the meeting is not requested by the Developer, or the time limit for meeting shall be tolled if the request is not timely.
- vi. The Parties will work together in good faith to resolve any denials of applications submitted by Developer.
- vii. Unresolved issues resulting from the City’s denial of an application after a reasonable good faith attempt to resolve the denial, shall be subject to the administrative appeals process outlined in the City’s Land Use Ordinance. The time frame for an appeal shall commence upon the date the denial is provided to the Developer. However, if Developer requests the meeting outlined herein within fifteen (15) business days, then the commencement for the time limit for submitting an appeal will be tolled until the date upon which the meeting is scheduled, or thirty (30) calendar days after the denial, whichever date is earlier.
- viii. Upon receiving approval of an application, Developer shall work diligently towards completion of the Infrastructure within the time frame required under local ordinance (including any permitted extensions granted under the parameters allowed for in City ordinance).
- ix. The improvements depicted in the Hidden Canyon Development Property Plan, as included in Exhibit B, and set forth in this section or elsewhere in this Agreement or attached exhibits, represent some but not all of the Public Infrastructure improvements to be completed by Developer, or through a PID, if approved and created, on the Development Property, that are intended to service the Development Property. Developer or the PID shall bring the major infrastructure from the perimeter of the Property internally to the boundary of each individual parcel. Developer will address, install, construct, and dedicate any requisite offsite

Public Infrastructure (i.e., infrastructure necessary to bring required Public Infrastructure to the perimeter of the Property).

- x. Subject to the performance by the City of its obligations herein, Developer or the PID, as applicable, shall cause improvements to be installed, constructed, and completed, in conformance with applicable governmental and City standards, policies and guidelines and the Plans, included as Exhibit B, as amended. Developer will coordinate with City staff, including the Building Inspector, Land Use Coordinator, City Engineer, and Public Works Director, in constructing and installing Public Infrastructure, both within the Property boundaries and outside the Property boundaries/offsite.
- xi. The Infrastructure may be installed and constructed in stages or phases as necessary to support the development of each parcel, subject to any applicable requirement to provide an improvement completion assurance (i.e., guarantee/bonding for the improvement). Developer or the PID, if approved and created, shall be responsible for the costs to install, construct, and complete the Infrastructure. Some but not all of the required Public Infrastructure to be constructed is set forth in Exhibit "B" (specifically outlining portions of the water infrastructure required to be oversized).
- xii. Ground prep lots including general sheet grade where Developer determines necessary, and with issuance of any necessary permit upon application, and landscaping of surrounding street, and entrances.
- xiii. At the time that City receives the improvement completion assurances from the Developer, or a PID, if approved and created, and a subdivision plat is recorded, Developer may request issuance of building permits according to City's ordinances and customary permitting process applicable to developers or builders.
- xiv. Developer may request certificates of occupancy for those structures issued building permits as long as Developer is in compliance with this Agreement and City Ordinances, i.e., on the same grounds as applicable and granted to similarly situated developers/builders.
- xv. Notwithstanding the foregoing, as outlined more fully subsequently herein, breach of this Agreement, including incomplete necessary Public Infrastructure, or failure of an aspect of constructed/installed Public Infrastructure, without a required completion or repair assurance bond, shall be grounds for the City to withhold issuance of a building permit(s) or certificate(s) of occupancy, until the breach/deficiency is cured—i.e., a sufficient bond for the Public Infrastructure or repair is submitted, or the necessary Public Infrastructure is constructed, repaired, and accepted/approved by the City.

General Phase 3: Perform the following requirements:

- i. Market and sell lots with completed building infrastructure (a final plat having been approved and recorded); and
 - ii. City shall duly consider complete applications submitted for conditional use permits for buildings being constructed for commercial purposes, if required.
- g. Developer agrees to proceed with each phase as it obtains sufficient funding through the PID, if approved and created, other financial resources, reimbursement by the City, and market demand as it determines appropriate to assure completion of the improvements by

Developer as set forth in this Agreement. All infrastructure shall be developed pursuant to the terms of this Agreement and the Development will conform with all of the designs and engineering standards, and improvements necessary or required in the City ordinances. Approval of this Agreement does not exempt Developer from the other timelines outlined in City ordinances, unless specifically exempted or modified in this Agreement.

8. Additional Developer Responsibilities. As a condition of development, Developer shall install specified System Improvements on the Development Property, the oversized portion of which is summarized herein and in Exhibit "B", including the following:

- a. A properly engineered oversized one (1) million-gallon water storage tank, upsized from a 810,150 gallon water storage tank;
- b. An oversized water main line, from the 1-million-gallon water storage tank extending to and then along "Road A" as identified in Exhibit C (Master Plan), to serve the Hidden Canyon Planned Development, upsized from 8-inch to 12-inch, with the lateral waterlines being 8-inch lines, as required by the development activity; and
- c. Then extending the 12-inch water main line coming from the 1-million-gallon water storage tank beyond the distance and locations required to service the Hidden Canyon Planned Development, extending it to a location specified by the City near or approximate to US-89.

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Additionally, a 12-inch waterline connecting from the existing water infrastructure on or adjacent to the Quality Inn property, running parallel to and not replacing the existing 8-inch waterline, extending to the requisite booster pump(s) and then to the water storage tank, shall be required. This 12-inch waterline shall only be considered as an upsizing/oversizing from an 8-inch waterline, and therefore entitled to reimbursement through impact fee credits, if Developer sufficiently demonstrates that an 8-inch waterline would reasonably and sufficiently meet the demands of the Development Property at full buildout.

Developer, through a PID, if approved and created, and private funding at the discretion of Developer, shall bear the costs for design, construction, and installation and provide for the real property and easements required. All infrastructure shall be engineered, constructed, and then dedicated to the City, subject to review, approval, and acceptance by the City Engineer and Public Works Director (formal acceptance shall be in writing). Dedication of any Public Infrastructure to the City shall be free and clear of all liens and encumbrances by executing and delivering to the City such conveyance or dedication of documents as the City may reasonably require (e.g., recordable deed or easement), subject however to any restrictions required through a PID, if approved and created.

City will then reimburse (reimbursement further defined hereafter) a PID, if approved and created, or Developer, as applicable, for all proportional actual, reasonable costs directly associated with extending the 12-inch waterline described in Exhibit B and/or upsizing (1) the water tank and (2) upsizing the water main line from the water storage tank to the Hidden Canyon Planned Development itself, or the proportional actual, reasonable cost of upsizing of any other public infrastructure, if required by the City. This reimbursement shall include actual, reasonable costs associated directly with additional materials, construction and labor costs expended and directly attributable to the upsized portion of the systems as more fully set forth hereafter in Sections that follow and in Exhibit B. The oversizing related reimbursement will only cover the difference between the actual, reasonable cost of the Public Infrastructure improvements with the oversizing as compared to the cost of the Public Infrastructure improvements without the

oversizing. Developer, or a PID if approved and created, will submit to the City the costs attributable to the required oversizing, which will be subject to the review and approval of the City Engineer, which approval will not be unreasonably withheld.

9. Public Infrastructure Improvements. The improvements set forth in the Developer's Plans, as shown in Exhibit "B" generally represent an overview of a portion of the Public Infrastructure water improvements required to be constructed, installed, and oversized by Developer or a PID, if approved and created. This section is intended to obligate Developer, or a subsequently approved and created PID, to bring other major and needed infrastructure to the perimeter of the Property and from the perimeter of the Property internally to the boundary of each individual parcel. Subject to the performance by the City of its obligations herein, Developer or a PID, if approved and created, as applicable, shall cause improvements to be installed, constructed, and completed, in conformance with applicable governmental and City standards, policies and guidelines, (the "**Developer's Public Improvements**"). The Developer's Public Improvements will be installed and constructed in stages or phases as necessary to support the development of each Parcel, except or as otherwise required herein. Developer or a PID, if approved and created, shall be responsible for the costs to install, construct, and complete the Developer's Public Improvements. The Developer's Public Improvements to be constructed include:

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- A. Culinary Water and Culinary Distribution Systems. All pipes, valves, fittings, pressure reducing valve stations, air release valves, booster pump(s), and other distribution facilities within the Development Property for the purpose of distributing water to parcels in the Development Property from existing City sources, water tanks and distribution lines.
- B. Sewer Collection System. All pipes, manholes, clean-outs, lift stations, and other collection facilities within the Development Property for the purpose of collecting and transporting sanitary sewer from and within the parcels to the existing sanitary sewer connection points.
- C. Electrical Distribution System. Developer agrees to provide and install all required electrical materials and equipment for installation from the point of the existing distribution system in order to provide electrical service to all parcels, lots, units, and amenity facilities within the Development Property. This shall include, but is not limited to, Developer's obligation to provide conduit, cable (primary and secondary), switchgear, sectionalizers, switch basements, secondary boxes, services, and all other material and equipment required for construction of a complete electrical system. City will cooperate with Developer, if and when necessary. Developer shall coordinate with the City and Garkane Energy Cooperative, Inc. (the electric utility provider in Kanab) in relation to the layout for the required public improvements. Developer shall provide and install the required electrical system per Garkane requirements and standards and in compliance with City standards and ordinances (including the requirement for new lines to be installed underground). Developer will provide easements and all associated documentation for the required transmission and distribution lines within the Development Property for electrical public improvements to connect to Garkane's existing distribution system.
- D. Street Lighting. Street lighting may be installed by the Developer and in such event, Developer will follow the City's Outdoor Lighting Ordinance and coordinate the same with Garkane and Chapter 22 of Kanab's Land Use Ordinances. The Master or Owner Association shall be responsible for the funding of the upkeep, maintenance, repair, and utility costs of street

lighting, unless the Developer establishes another method for funding these costs. The City shall not be responsible for ongoing upkeep, maintenance, repair, or utility costs associated with street lighting.

- E. Roadways. All roadways contained within the Property as shown on the Plans in Exhibit “C” will be constructed by Developer, unless otherwise stipulated by City or mutually constructed by Developer and City. Except as specifically noted in the Plans, all roadways accessing the Development Property are intended to be public roadways, constructed to City standards, except as modified by this Agreement, and upon completion of construction shall be dedicated to the City, subject to approval and acceptance by the City. Upon dedication and acceptance, the City shall be responsible for the maintenance, repair, and replacement of all such roadways. Internal roads within the Development Property shall be private roads. The Master Association Declaration or a sub-association declaration/agreement shall address maintenance, repair, and replacement of all private roads. As roads are constructed in a phased approach, be they private or public roads, Developer shall create a temporary paved cul-de-sac or hammer-head at the end of any dead end roads for emergency turnaround and access. The temporary cul-de-sac or hammer-head must meet the requirements of this Agreement, State law, and local ordinance, subject to approval of the Fire Chief.
- F. Stormwater Drainage/Detention Basins. All stormwater flows generated by development of the Property will be controlled and contained within onsite detention basins. All improvements including pipe, inlet and outlet structures, manholes, and detention basins will be constructed by Developer. Upon completion and approval of these facilities, Developer will convey and/or dedicate these facilities, including the necessary easements—*excluding* the detention basins—to the City, at which time the City will assume ownership and maintenance of these facilities *excluding* the detention basins. Upon completion and City-approval of the detention basins, Developer, the Lot Owners and the Master of Owners Association shall retain or otherwise be responsible for the detention basins and any Low Impact Development features. The Master Association Declaration or a sub-association agreement shall address maintenance, repair, and related issues for all such privately retained improvements (e.g., the detention basins).
- G. Financial Assurance. To the extent permissible under applicable State and City’s vested laws, the City’s Future Laws, or if applicable pursuant to this Agreement, the City agrees that this Agreement constitutes the written undertaking of Developer to cause the improvements which Developer is required to make under this Agreement to be installed, constructed and completed, subject however to privately available funding to Developer or the approval and establishment of a PID to provide the funding.

An improvement completion assurance, also referred to as an improvement guarantee or bonding, required under the normal City subdivision process shall be required of Developer or a subsequently created PID. Notwithstanding the foregoing, a subsequently created PID that undertakes the construction and installation of some or all of the Public Infrastructure pertaining to the Hidden Canyon Planned Development may work through any issues related to providing an improvement completion assurance with the City (however, this provision does not constitute a waiver of the requirements established and not waived or exempted for public entities under state law and local ordinance). In furtherance of the foregoing, Developer or a subsequently approved and created PID may provide one or more surety bonds or agreements,

Commented [KB8]: Public roads and Private roads need to be more clearly identified on the Master Plan (Exhibit C). In recent days, Developer has stated certain roads are intended to be dedicated as Public roads that were not previously identified. As a result, the road widths on the site plan may need to be widened or otherwise adjusted.

as permitted by State law and the City's Subdivision Ordinance, to satisfy the undertakings set forth herein and any bonding (including without limitation any improvement guarantee bond(s), warranty bond(s), or restoration bond(s)) as may be required to complete the Public Infrastructure pertaining to the Development Property.

Developer shall not be required to proceed with development of the Development Property until a PID has been formed, approved and fully funded, unless Developer decides to proceed without a PID. [Developer may elect to proceed without a PID, in which case the Developer must comply with this Agreement, apply to have it amended, or apply for a zone change for the purpose of removing the Planned Development Overlay designation.] Approval of this provision does not exempt Developer from the other timelines outlined in City ordinances, including those applicable to previously or subsequently approved site plans, permits, etc.

- H. Dedication of Developer's Public Improvements. Developer intends to dedicate, and the City intends to accept the dedication of certain approved and acceptable Developer's Public Improvements as summarized above. Developer shall retain ownership of Developer's Public Improvements constructed for respective portions of the Development Property and shall remain solely responsible for all necessary maintenance, repairs, and replacements of Developer's Public Improvements prior to final acceptance thereof by the City. Developer shall satisfy the obligation to dedicate the Public Improvements by causing: (i) the filing of a dedication plat; or (ii) the filing of a final subdivision plat including dedication.

Public Infrastructure/Developer's Public Improvements shall be constructed as required by State law, City ordinances, and City design standards. City acceptance of Public Infrastructure shall be subject to the written acceptance by the City's Public Works Director, after necessary inspections. Public Infrastructure/Developer's Public Improvements must be formally accepted in writing, which acceptance may be given in phases or at completion of some or all of the improvements are completed, after a final inspection. Developer shall call for and receive an inspection of all Public Infrastructure/Developer's Public Improvements before burying or otherwise concealing any portion of the Public Infrastructure and before final connection to existing City infrastructure. Such inspections shall not necessarily constitute a final inspection. If pursuant to a final inspection, the City's Public Works Director requires repairs, corrections, or further measures to be taken in order for the Public Infrastructure to meet State law, local ordinance, City standards, and/or the terms of this Agreement, then Developer shall call for another final inspection once Developer believes the necessary measures are completed.

The City shall approve and accept dedication of any Developer's Public Improvements, in whole or in part, as necessary to support the phase of development as long as the Developer's Public Improvements meet the requirements of State law, local ordinance, City's design standards, and this Agreement, and are inspected and formally accepted in writing by the City's Public Works Director. Thereafter, the City shall own, operate, and maintain the dedicated, approved, and accepted Developer's Public Improvements without further charge or cost to Developer; provided, however, Developer shall provide the requisite warranty, in a form and content required by the City's subdivision ordinance. To the extent not prohibited by law or contract, Developer shall assign to the City any contractual warranty rights existing for such

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Developer's Public Improvements. This provision shall not apply to sewer lifts/pump stations within the boundaries of the Development Property, which shall not be dedicated to the City, nor accepted or maintained by the City. **The Master Association Declaration shall address the upkeep, maintenance, repair, and replacement of sewer lifts/pump stations.**

10. Guarantee of Performance; Warranty. Developer acknowledges and agrees that an improvement completion assurance is required for all Developer's Public Improvements within the Development Property. If Developer desires to record any plat prior to Developer's non-PID-funded Public Improvements being completed, Developer will furnish to City an improvement completion assurance in accordance with City Code in an amount required by City, but not to exceed one hundred ten percent (110%) of the Developer's engineer's estimate price, subject to review and approval of the City Engineer, for faithful completion of the Developer's Public Improvements. Developer shall also provide improvement completion assurances and improvement warranties for public landscaping improvements as authorized under Utah Code, Title 10, Chapter 9a, and as outlined and required in Kanab City ordinances.

11. System Improvements, Extensions and Oversizing. City shall reimburse Developer for the difference in the actual, reasonable costs of material, labor, and installation directly associated with that portion paid by Developer for oversizing System Improvements, as summarized infra and as outlined in Exhibit B, in which the City requests oversizing of a water transmission lines and water storage tank over that which is required to meet the requirements of the development of the Property, and consistent with the policy of upsizing, after receiving the recommendations of the City Engineer. As required by Kanab City General Ordinance §§ 7-803 and 7-807, the amount for the oversized portion of the public improvements shall not exceed the actual, reasonable costs directly attributable to the oversized portion of the infrastructure, as incurred in purchasing materials and installing the oversized portion of the public improvements, and shall not include interest.

Upon being engineered and a sufficient cost analysis being performed, the City Engineer will determine and recommend to the City the actual, reasonable cost of oversizing the System Improvements (i.e., determine the difference between all costs of the System Improvements as necessary for the proposed Hidden Canyon Development and the overall cost including oversizing the System Improvements), for which Developer will be eligible for reimbursement. Developer may submit to the City Engineer documentation of actual costs/expenditures related to oversized System Improvements for consideration and/or subsequent revision of the City Engineer's calculation of the eligible reimbursement. If Developer disagrees with the reimbursable amount calculated and recommended by the City Engineer, and ultimately decided upon by the City Manager, then Developer may appeal the City Manager's decision through the administrative appeal process outlined in the Kanab City's Land Use Ordinance. Developer may, at any time before the City Manager has made a final decision, submit an additional opinion of actual, reasonable costs and reimbursable amount from a third-party engineer to be considered by the City Manager. If the Developer needs additional time to acquire an additional opinion from a third-party engineer, then Developer may request the City Manager withhold his/her final decision. The information and materials submitted to the City Manager may then be submitted by the Developer on appeal, if appealing the City Manager's final decision. The final written decision of the appeal authority is subject to judicial review.

12. Impact Fee Credit as the Means for Payment/Reimbursements. City shall reimburse either the Developer and/or a subsequently approved and created PID, as applicable, for the oversizing of System Improvements, based on the private or public entity that actually bears the oversizing costs (i.e., the entity that pays the difference in actual costs for oversizing System Improvements as set forth herein). Developer

or the PID will be responsible for the cost of the System Improvements upfront, including the cost of oversizing.

- a. The form of the reimbursement, if Developer bears the cost of oversizing the System Improvements, shall be a credit against subsequent applicable impact fees becoming due and payable at the time a completed building application(s) is submitted.
- b. The form of the reimbursement, if a subsequently approved and created PID bears the cost of oversizing the System Improvements shall be through reimbursement from applicable impact fees due, actually collected by the City, and related to the development of the Property.
- c. "Applicable impact fees" as used herein, from which a credit or reimbursement may be received, means those impact fees related to the Water Impact Fee Facilities Plan & Analysis, for oversizing water System Improvements; and those impact fees related to the Wastewater Impact Fee Facilities Plan & Analysis, if oversizing the sewer lines is subsequently required by the City (though not contemplated currently). Applicable impact fees, as used herein, does not include those fees related to Public Safety, Transportation, Recreation, or Stormwater.
- d. The credit against impact fees for the Developer, or the reimbursement paid from collected impact fees for a subsequently approved and created PID, shall be applied/calculated at the time at which the impact fees are due/accrue for the Developer, or in the amount of applicable impact fees actually due and collected in regards to a PID reimbursement, and will be based on the effective impact fees adopted at the time of application/collection.
- e. The City will only approve impact fee credit/reimbursements for the actual, reasonable costs of any City-requested upsizing/oversizing or additional capacities or additional System Improvements not required for the Planned Development (i.e., required in anticipation of adjacent future growth outside the Hidden Canyon Planned Development), as outlined in this Agreement and summarized in Exhibit B. In addition to the required plans, Developer shall submit the budget and actual costs for the System Improvements, with a detailed breakdown, for purpose of calculating reimbursement and credit against impact fees for requested oversizing.

12. Combining Reimbursement Methods; Reimbursement Through Future Adjacent Developments (i.e., for Pioneering). Contemporaneous with potential impact fee credits, or reimbursement from collected impact fees in relation to a subsequently created PID, if applicable, outlined in the preceding section, the City shall reimburse the Developer, or a subsequently approved and created PID, for the difference in actual, reasonable costs borne for requested oversizing of System Improvements with corresponding/applicable impact fees paid, or through outright collection of a pro-rata share of the actual, reasonable costs of the oversized portion of the System Improvements from or as a result of entering into a reimbursement agreement with adjacent property owner(s)/developer(s) (subsequently entered into at the City's sole discretion--it being a legislative decision), which payments are actually received by the City from adjacent development(s)/developer(s) reasonably anticipated to connect to and utilize the oversized System Improvements. This method for reimbursement shall be subject to any limitations imposed by Utah Law and local ordinance. See Utah Code, Title 11, Chapter 36a, *Impact Fee Act*. State law may impose a maximum term for eligible reimbursement under this provision; however, if not specified, this form of reimbursement shall be limited to ten (10) years from the date the oversizing costs accrue and are approved by the City, pursuant to the limitation imposed under Kanab City's General Ordinance.

13. No Duplicative Recoupment of Oversizing Costs. Notwithstanding the foregoing, the Developer nor any Secondary Developer, nor a PID, if subsequently approved and created, shall be entitled to recoup more than the total actual, reasonable costs attributable to the oversizing portion of the System Improvements—i.e., no impact fee credits and no reimbursement through adjacent developments (i.e., pioneering reimbursement) shall be granted once the actual costs attributable to the oversizing of the System Improvements have been realized through one or both methods for reimbursement. Any form of reimbursement provided for herein shall comply with the applicable provisions of State law. Developer and Secondary Developer(s), and/or a PID, if subsequently approved and created, shall not be entitled to duplicative reimbursement. Initial Developer must clearly convey right to reimbursement/future credit against applicable impact fee(s) to a Secondary Developer, clearly identifying the oversized infrastructure to which the reimbursement or credit apply and the specific category of impact fees applicable, and provide written notice of the same to the City for Secondary Developer(s) or assignee(s) to receive reimbursement as outlined herein. Initial Developer may convey all or portion of the right to be reimbursed to a Secondary Developer or assignee. The transferred right to reimbursement through impact fee credits or otherwise, may only be utilized in relation to the Hidden Canyon Planned Development or an adjacent developer that actual connects to the oversized infrastructure for which reimbursement is contemplated herein. City shall notify Developer within a reasonable time of receipt of payment of applicable impact fees paid by an adjacent property owner/developer connecting to and planned utilization/benefit of the oversized System Improvements.

14. Public Infrastructure District. The City and Developer specifically agree and acknowledge that Developer shall be entitled but not required to seek the creation of a PID permitted by Utah law, particularly Title 17D, Chapter 4, titled the Public Infrastructure District Act, (the “PID Act”), as determined by Developer, in order to implement and facilitate the financing, construction and operation of public infrastructure for the Planned Community. Subject to the provisions of the PID Act, and the City Council’s legislative decision-making authority, ~~the City and Developer agree to continue cooperation in connection with the application, consideration of the formation, and operation of a PID in order to accommodate development circumstances, to fund, construct and/or provide public facilities and services set forth in this Agreement or otherwise required in connection with the development of the Planned Community, including but not limited to streets, water, sewer, and drainage, within or otherwise serving all or a portion of the Planned Community.~~ The City agrees that it will exercise any rights reserved to the City under the PID Act in connection with the establishment or operation of a PID for the Planned Community in accordance with the requirements of the PID Act, or any portion thereof. The City agrees that any obligation set forth in this Agreement for the financing and construction of public improvements which are required to serve the Planned Community, which are anticipated to be dedicated to the City by the Developer, a PID, if approved and created, or other limited purpose governmental entity may be undertaken, performed and completed by a PID, subject to the requirements of the PID Act and the approval of the City consistent therewith. Any PID created for the Planned Community, or any portion thereof, shall not create any financial liabilities for the City. This provision shall not be interpreted as binding the City to any future legislative decision, particularly in regards to whether a PID is created.

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15. Approval Process for Development and Applications.

- a. Phasing of Development and Applications. The City acknowledges that Developer and its assigns may submit multiple applications from time-to-time to develop a portion of the

Development Property. Approval processes for each development application shall be as provided in the City's vested laws at the time that a complete application(s) and required fee(s) is submitted, except as otherwise provided or modified in this Agreement. The Parties shall cooperate reasonably and promptly in proceeding with each development application, subject to review and proper public notification of any matters which must be brought before the City's Planning Commission, City Council, or another board or individual, whichever or whomever is the applicable and formally designated land use authority.

- b. If City denies any Development Application, it shall provide notice to the Developer and, upon Developer's request, provide any written decision, record, or recording related to the decision. Upon request of the Developer, the City and Developer shall meet within fifteen (15) business days (in-person, by phone, text, email, or virtually) or as soon thereafter as possible, to review the denial and attempt to resolve the issues specified in the denial. If a dispute remains, related to the denial, the Developer may appeal the decision in accordance with administrative appeal process as outlined in Kanab City's Land Use Ordinance. The time period for submitting an appeal will start at the time the land use decision was made, but may be tolled, if Developer requests a meeting with the City, through the date in which the meeting occurs. However, if no meeting occurs, there shall be no tolling of the time period for submitting an appeal.
- c. Non-City Agency Reviews. If any aspect or a portion of a Development Application is governed exclusively by a Non-City Agency, requires any form of certification, or necessitates an independent technical analysis (such as a threatened species evaluation) for approval of any application, then Developer shall timely notify the City of any such submittals and promptly provide the City with a copy of the requested submissions. The City may only grant final approval for any Development Application subject to compliance by Developer with any conditions required for such Non-City Agency's approval, certification, or independent technical analysis, and shall not be responsible for any delays caused by a Non-City Agency. Under such circumstances, Developer may apply/request a reasonable extension of time from the City, which request shall not be unreasonable withheld if such extension is allowed for and meets the requirements of the City's applicable ordinance.

16. Coordination with City Public Works Director and City Engineer. Pursuant to Kanab City Ordinance, all System Improvements, including those being oversized, shall be coordinated with and approved by the City Public Works Director and City Engineer throughout the design and development phase. Developer shall pay for the cost of the City Engineer to design certain elements of the System Improvements being oversized (i.e., the water tank). Developer acknowledges that the City Engineer is not Developer's engineer. Accordingly, Developer will be required to employ and pay for its own engineer for matters not addressed by the City Engineer.

17. Assignment. This Agreement grants and vests in Developer all rights, consistent with the Hidden Canyon Development Property Plan, as shown in Exhibit C, to develop the Development Property according to the Plans as provided in this Agreement, including incorporating all exhibits attached hereto, without alterations. The Parties intend that the rights granted to Developer and the entitlements for the Development Property under this Agreement are agreed to with recognition of the application of the

requirements of *Utah Code Ann.* § 10-9a-509 (2023). It is expressly understood by the City that Developer may assign all or portion of its rights under this Agreement, provided such assignment conforms to the requirements of, and any and all assignees agree to be bound by the terms of this Agreement. However, Developer must provide written notice of any and all such assignments.

18. Applicability of Federal and State Law and Kanab City Ordinances.

- a. This Agreement shall be governed by the laws in the State of Utah and the Kanab City ordinances, except where modified herein.
- b. All provisions of State Law and the City ordinances shall be applicable to the development of the Property, except to the extent this Agreement is more restrictive.
- c. This Agreement does not exempt nor override any procedure, process, necessary approvals, design standards, provision of applicable State law, building code, fire code, or Kanab City ordinance (e.g., General, Land Use, and Subdivision) except where specifically outlined in this Agreement, and as permitted by law.
- d. Developer shall be entitled to application of the relevant local ordinances, laws, and fees in effect at the time a complete application is submitted (i.e., the point at which the principle of vested laws is applicable), except as outlined or restricted herein.
- e. Developer shall cause to be submitted the necessary application(s) with requisite supporting documentation and plans, preliminary and final if required, for administrative consideration and approval. For administrative applications, the City shall approve such application(s), site plan(s), plat(s), etc., if such items meet the standards and requirements outlined in applicable State Law and local ordinances, except where local ordinance is modified by this Agreement.
- f. The Parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The Parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If the City's approval of the development of the Property is held invalid by a court of competent jurisdiction, this Agreement shall be null and void.

19. Temporary Land Use Regulation/Moratorium. The Development Property and the rights and obligations of Developer under this Agreement shall not be subject to any temporary land use regulation or moratorium enacted by the City, except upon a finding by the legislative body of a compelling, countervailing public interest, or if the area is unregulated, pursuant to *Utah Code Ann.* § 10-9a-504 (2022).

20. City Legislative Authority/Police Powers. Nothing in this Agreement shall limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances, and regulations

after the date of this Agreement. This Agreement is not intended to bind a future governing body of the City to a specific legislative decision.

Notwithstanding the retained power of City to enact such legislation under its police power, such legislation shall not modify Developer's rights as set forth herein, unless facts and circumstances are present which meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in Western Land Equities, Inc., v. City of Logan, 617 P.2d 388 (Utah, 1988), or successor case law or statute. Any such proposed change affecting Developer's rights shall be of general application to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to development of the Property.

21. Default.

- a. Failure by a Party to perform any of the Party's obligations under this Agreement within a thirty (30) day period (the "Cure Period") after written notice thereof from the other Party shall constitute a default ("Default") by such failing Party under this Agreement; provided, however, that if the failure cannot reasonably be cured within thirty (30) days, the Cure Period shall be extended for the time period reasonably required to cure such failure so long as the failing Party commences its efforts to cure within the initial thirty (30) day period and thereafter diligently proceeds to complete the cure. Said notice shall specify the nature of the alleged Default and the manner in which said Default may be satisfactorily cured, if possible. Upon the occurrence of an uncured Default under this Agreement, the non-defaulting Party may seek a remedy as outlined in the Remedies provision of this Agreement.
- b. The City shall have the additional following remedies in the case of default by the Developer:
 - i. Enforcement of Security. The right to draw on any security posted or provided in connection with the Planned Community and System Improvements, relating to remedying the particular default.
 - ii. Claim Reimbursement – Public Infrastructure. The right to demand repair or replacement of failed Public Infrastructure/System Improvements or for reimbursement from the Developer for costs of remedying a particular failure or default relating to the Public Infrastructure/System Improvements, in excess of any security posted or provided during the warranty period, or prior thereto.
 - iii. Withholding Further Development Approvals. After meeting with Developer without resolution of any default, the right to withhold all further reviews, approvals, licenses, building permits, certificates of occupancy, and/or other permits for the Developer, Secondary Developer, or for the development of the Property owned by the defaulting party.
- c. During any period of default by Developer or Secondary Developer, Developer or Secondary Developer shall not receive reimbursement for oversized System Improvements

until such default has been cured. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.

- d. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a Default.
- e. These Default provisions shall not be interpreted as applying to administrative decisions made by the City in relation to submitted Development applications; which remedy must be sought through the administrative appeal process.

22. Remedies. Notwithstanding the foregoing provisions related to default, the following remedies shall apply:

- a. The Parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty (30) days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty (30) days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. City shall be free from any liability arising out of the exercise of its rights under this paragraph.
- b. Any assertions of breach or default asserted by Developer against the City shall be handled as a Land Use Appeal and addressed in accordance with the administrative appeal process outlined in Utah Code, Title 10, Part 7, and the Kanab City Land Use Ordinance, Chapter 3, and other applicable provisions of the Kanab City ordinances. All administrative process and remedies must be exhausted, prior to seeking judicial review of an appeal authority's final decision.
- c. No Monetary Damages. The Parties acknowledge that City would not have entered into this Agreement had it been exposed to monetary damage claims from Developer for any breach thereof except as set forth herein. As such, and except as otherwise noted within the Agreement, the Parties agree that specific performance, as may be determined through the Kanab City administrative appeals process (the final decision of which is subject to review by a court of competent jurisdiction) is the only intended remedy for any breach of this Agreement by the City. Accordingly, the Parties waive all other remedies in law or equity, including monetary damages (e.g., actual, future, and speculative damages, including economic, special, consequential, punitive, or other monetary damages), except where otherwise noted in this Agreement.

- d. Nothing in this Agreement shall be construed as eliminating nor intended to circumvent the requirement and applicability of the City's administrative appeal process, with the option for judicial review of any final decision resulting from an administrative appeal.

23. Governmental Immunity. The City is a governmental entity under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 et seq. (the "Immunity Act"). The City does not waive any defenses or limits of liability available under the Immunity Act and other applicable law. The City maintains all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law. Nothing in this Agreement should be interpreted as a waiver of the City's privileges, immunities, and other rights granted by the Immunity Act and all other applicable law. [Were it so, the City would not be sufficiently induced to enter into this Agreement.]

24. Hold Harmless.

- a. Developer agrees to and shall hold City, its officers, agents, employees, consultants, special counsel, and representatives harmless from liability for damages, just compensation restitution, or judicial or equitable relief which may arise from or are related to any activity connected with the development of the Property, including approval of the development and this Agreement; the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf which relate to the development of the Property; or which arises out of claims for personal injury, including health, and claims for property damage.
- b. This hold harmless provision shall not be applicable to any claim arising by reason of the negligence or intentional tort actions of City.
- c. City shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than thirty (30) days after the assertion or commencement of the claim, demand, action or proceeding. If any such notice is given, Developer shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

25. Successors and Assigns.

- a. Agreement to Run with the Land. This Agreement shall be recorded in the Office of the Kane County Recorder, shall be deemed to run with the Development Property, shall encumber the same, and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Development Property.
- b. Transfer. If the Property is transferred ("Transfer") to a third party ("Transferee"), Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer (i) Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer under this Agreement

and the persons and/or entities executing this Agreement as Developer shall be released from any further obligations under this Agreement as to the transferred Property.

- c. Individual Lot or Unit Sales. Notwithstanding the provisions of this section, a transfer by Developer of a lot or condominium dwelling unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

26. Term and Early Termination.

- a. The "Effective Date" of this Agreement shall be the date upon which the Agreement is approved by the Kanab City Council.
- b. Pursuant to Kanab City General Order § 7-808, the City's obligation to make reimbursements under the reimbursement provisions related to development by adjacent property owners/developers that connect to the oversized Public Infrastructure of Hidden Canyon (i.e., the "pioneering" provision) shall terminate after ten (10) years. The termination of the pioneering provision shall not effect the term for the remaining applicable provisions of this Agreement.
- c. This Agreement shall expire twenty (20) years from the Effective Date of this Agreement ("Termination Date"), unless it is terminated earlier by (i) mutual consent, (ii) buildout, (iii) the Term is modified by written and recorded amendment to this Agreement, or (iv) upon termination as otherwise specified herein.
- d. If as of that Termination Date (i) Developer has not been declared to be in default as provided in this Agreement, or if any such declared default has been or is being cured as provided therein, and (ii) Developer has continued to make meaningful substantial progress each year in developing the Property, then this Agreement shall be automatically extended until December 31, 2044.
- e. If Developer has failed to make meaningful substantial progress in developing the Property for any given 2-year period, the City shall give written notice to the Developer of its intent to terminate the Agreement for non-performance. If an additional year passes thereafter without Developer making any meaningful substantial progress in developing the Property (i.e., totaling a 3-year period of no meaningful substantial progress), then the City shall give written notice of the termination of this Agreement, upon which this Agreement will be considered null and void.
- f. "Meaningful substantial progress" as used herein shall include (i) submission and approval of one or more Development applications (e.g., building or grading permit, conditional use application/permit, or preliminary or final site plan or plat approval or amendment), (ii) completion and passage of three or more onsite inspections (e.g., relating to construction/installation of Public Infrastructure, inspection related to construction of commercial or residential units).

g. The provisions related to the term of this Agreement shall not be interpreted as modifying the City's ordinances in respect to other deadlines, timelines/time frames and expiration of any permit or approval issued by the City (e.g., a building permit shall terminate/expire as outlined in the City's ordinance; Developer must commence construction under an approved site plan within 1-year, as determined by the City's ordinance, unless an extension is granted).

h. Upon termination of this Agreement, or if the Agreement becomes null and void, the Parties agree that the City or the Developer may record a declaration of the same against the Development Property, at which point the City may consider re-zoning or taking other lawful action in relation to some or all of the Development Property not fully built out.

27. Notices. Any notices, requests, or demands required or desired to be given hereunder shall be in writing and shall be given using one of the following methods of delivery: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), facsimile, or email. Notices shall be effective upon receipt. Any party giving a notice shall address the notice to the receiving party at the following addresses:

City:

Kanab City
26 North 100 East
Kanab, UT 84741
ATTN: City Manager
(435) 644-2534

Developer:

JJJ Development, Inc.
575 West Upper Alton Road
Alton, UT 84710
ATTN: Jim Guthrie
(951) 334-9003
jim@guthriecompanies.com

28. No Third-Party Beneficiary. This Agreement is made for the sole protection and benefit of the City and the Developer and their assigns. No other person shall have any right of action based upon any provision of this Agreement whether as third-party beneficiary or otherwise. The relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer; (ii) developing the Property is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

29. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

30. Severability. If any part or provision of this Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction such determination shall not affect any other part or provision of this Agreement except that part or provision so adjudged to be unconstitutional, invalid or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid, due to its scope or breadth such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

31. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding on the City or the Developer, unless executed in writing by the waiving party.

32. Reasonableness. Except as otherwise stated to the contrary in this Agreement, when the consent, approval, or agreement of the City and/or the Developer is required or contemplated under this Agreement, such consent, approval, or agreement shall not be unreasonably withheld, conditioned, or delayed; provided, this provision shall not bind the City with respect to its legislative actions.

33. Time of the Essence. Time shall be of the essence with respect to the duties imposed on the Parties under this Agreement. Unless a time limit is specified for the performance of such duties each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

34. Annual Review. City may review progress pursuant to this Agreement at least once every twelve (12) months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer to be in Default as provided herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.

35. Non-Liability of City Officials, Employees, Members, or Managers. No officer, representative, agent, or employee of the City shall be personally liable to the Developer or any of its successors or assigns in the event of any default or breach by the City or for any amount which may become due to the Developer or its successors or assigns for any obligation arising out of the terms of this Agreement. Similarly, no officer, member, manager, or representative, agent, or employee of the Developer shall be personally liable to the City or any of its successors or assigns in the event of any default or breach by the Developer or for any amount which may become due to the City or its successors or assigns for any obligation arising out of the terms of this Agreement.

36. Costs. In the event of any litigation between the parties arising out of or related to this Agreement, or planned development and the application of the City's ordinances or state law, the prevailing party shall not be entitled to an award of reasonable court costs, including reasonable attorney fees. In the event ~~that~~ a dispute over or relating to the terms of this Agreement ~~is~~ resolved short of a final contested decision by a court of competent jurisdiction, the Parties shall cover their or its own costs, including reasonable attorney fees, whether incurred in litigation or otherwise. The Parties agree that an advisory opinion rendered by a representative of the Utah Property Rights Ombudsman, while potentially helpful in reaching a resolution to a dispute between the Parties, shall not be considered grounds for awarding attorney fees, civil fines or penalties, nor consequential damages.

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37. Authority to Execute Agreement. Each party hereto expressly warrants that it has the necessary authority to execute this Agreement on behalf of its governing board or board of directors that each signatory hereto has authority to execute this Agreement on behalf of the respective named party. The Parties agree to undertake such other acts and execute such other documents as may be reasonably necessary to affect the purpose and intent of this Agreement.

38. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document.

39. Headings and Interpretation. Paragraph headings contained herein are only for the convenience of the Parties. The substance and provisions hereof control without regard to the headings. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City. The Parties acknowledge that this Agreement has been negotiated and prepared in an arms-length transaction and that all Parties have been deemed to have drafted this Agreement and this Agreement shall not be interpreted against any Party as the draftsman.

40. The Parties each warrant and acknowledge that (i) they have read and understood the terms of this Agreement; (ii) they have had the opportunity to retain legal counsel of their choice throughout the negotiations which preceded the signing of this Agreement; and (iii) they have entered into this Agreement for reasons of their own and not based upon representations of any other party hereto.

41. Recordation. Within ten (10) business days of the Effective Date of this Agreement, it shall be recorded in its entirety at Developer's expense in the Office of the Kane County Recorder. Each commitment and restriction on development set forth herein shall be a burden on the Development Property, shall be appurtenant to and for the benefit of the City and Developer and shall run with the land. A recorded copy of the Agreement shall be provided by the Developer to the City, in physical or digital format.

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42. Entire Agreement. This Agreement represents the entire agreement between the parties related to the subject matter herein. All other agreements are merged into this Agreement, which cannot be modified except by the written consent of all parties. Any modification to this Agreement shall require the same notice(s) and public hearing required for the modification of a land use regulation.

Formation of PID. Prior to any claim, right, duty or obligation hereunder by Developer to commence development of the Development Property, Developer may apply to form and fund a PID for purposes of funding all Public Improvements. If a PID is not approved and created within one (1) year of the Effective Date, then by the end of the one-year period Developer shall affirmatively communicate in writing to the City its intent to continue to proceed with forming a PID or to proceed with the Hidden Canyon Development as otherwise outlined in this Agreement without a PID. If a PID is not approved or a PID has not formed within a reasonable time thereafter, then it will be presumed that Developer will proceed without a PID in accordance with the Terms of this Agreement.

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IN WITNESS WHEREOF, the parties hereunder have executed this Agreement on the date first written above.

[Signatures on *the* following page(s).]

KANAB CITY

Attest:

Colten Johnson, Mayor

City Recorder

Approved as to form:

City Attorney

STATE OF UTAH)
 ss:
COUNTY OF KANE)

On the _____ day of _____, 20 ____, personally appeared before me Colten Johnson, Kanab City Mayor, whose identity is personally known to or proved to me based on satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he did duly acknowledge to me that he executed the foregoing document.

Notary Public

[Additional signatures on following page.]

JJJ DEVELOPMENT, INC.

Jim Guthrie, President

STATE OF UTAH)
 ss:
COUNTY OF KANE)

On the _____ day of _____, 20__ personally appeared before me Jim Guthrie, who being duly sworn and authorized did say that he is the President of JJJ Development, Inc. and Jim Guthrie indicated to me that said company executed the same.

Notary Public

PROPERTY OWNER

Jim Guthrie

STATE OF UTAH)
 ss:
COUNTY OF KANE)

On the _____ day of _____, 20__ personally appeared before me Jim Guthrie, who being sufficiently identified and duly sworn did executed the same.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION FOR
HIDDEN CANYON SUBDIVISION

PARCEL K-15-1-ANNEX:

PARCEL 1: THAT PORTION OF THE E ½ OF THE W ½ OF THE NE ¼ OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 6 WEST, SALT LAKE BASE & MERIDIAN LYING NORTHERLY OF US HIGHWAY 89 (CONTAINING 36.0 ACRES, MORE OR LESS).

PARCEL 2: THAT PORTION OF THE E 400 FEET OF THE W ½ OF THE W ½ OF THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 6 WEST, SALT LAKE BASE & MERIDIAN LYING NORTHERLY OF US HIGHWAY 89 (CONTAINING 21.0 ACRES, MORE OR LESS).

PARCEL K-14-15-ANNEX:

ALL OF SECTIONAL LOTS 7 & 8; AND THE S ½ OF THE SE ¼ OF THE NORTHEAST ¼; AND THE E ½ OF THE SE ¼ OF SECTION 26, TOWNSHIP 43 SOUTH, RANGE 6 WEST, SALT LAKE BASE & MERIDIAN (CONTAINING 180.37 ACRES, MORE OR LESS).

ALSO: BEGINNING AT THE SW CORNER OF SECTIONAL LOT 6, SECTION 26, TOWNSHIP 43 SOUTH, RANGE 6 WEST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE E 1320.0 FEET MORE OR LESS ALONG THE LOT LINE TO THE SE CORNER OF SAID LOT 6; THENCE N 1320.0 FEET MORE OR LESS ALONG THE LOT LINE TO THE NE CORNER OF SAID LOT 6; THENCE SOUTHWESTERLY 1866.76 FEET MORE OR LESS TO THE POINT OF BEGINNING (CONTAINING 20 ACRES, MORE OR LESS).

EXHIBIT B

Oversizing of System Improvements Required

Kanab City is working with the Developer to establish infrastructure to support the new Planned Development (“Hidden Canyon”) on the north-east side of Kanab. To meet the culinary water demands, a new water storage tank must be built near the Planned Development. In accordance with Kanab City’s Water Impact Fee Facilities Plan and Analysis (2018), the water storage tank will have a capacity of 1 million gallons and will be constructed from reinforced concrete. The Developer will provide all Civil Engineering at the tank site including site grading, piping, and drainage. The Developer will pay for and utilize the services of the City Engineer (currently Civil Science), or another engineering firm approved by the City Engineer, to provide a design for the concrete water tank. A conceptual Engineer’s Opinion of Cost indicates that the overall construction costs (not the difference for oversizing the infrastructure) associated with the tank will be approximately \$1,340,000.00 (estimate as of April 11, 2022).

Based on the anticipated development of the Development Property, as outlined above, Developer will pay for the City Engineer or an approved engineering firm to provide the services detailed by the City Engineer in its Work Task Order 2022-3, dated April 11, 2022, incorporated herein by reference. The cost for such services may be modified, as necessary or agreed upon by the Developer and the City Engineer.

Oversized/Upsized Infrastructure Required and Eligible for Reimbursement:

The following infrastructure is required to be oversized as a condition of development and in accordance with Kanab City’s Water Impact Fee Facilities Plan & Analysis (2018), making the actual, reasonable costs for the oversized aspect of the infrastructure eligible for reimbursement:

1. The size of the water storage tank necessary to support the Hidden Canyon Planned Development must provide for the storage of approximately 810,150 gallons. This water storage tank must be increased and oversized to a 1-million-gallon water storage tank for the purpose of serving future adjacent development. The difference in actual, reasonable cost between installing a water storage tank for 810,150 gallons and a 1-million gallons shall be reimbursable by the City by the methods outlined below.
2. The existing pump station vault must be increased to accommodate the required booster pump(s) and equipment service clearances. The vault dimensions and any equipment service clearances shall be approved by the Kanab City Public Works Director in coordination with the City Engineer.
3. The main distribution waterline connecting to the existing water infrastructure on or adjacent to the Quality Inn property, running parallel to the existing 8-inch line toward the Development Property and on to the 1-million-gallon water storage tank, then extending out from the 1-million-gallon water storage tank to the Hidden Canyon Planned Development (initially to “Road A” as identified on Exhibit C, and then along Road A) and extended beyond the Development Property, shall be eligible for reimbursement for actual, reasonable costs for three different aspects considered oversized:
 - a. The portion of the 12-inch main tank fill waterline beginning from the proposed booster pump station and proceeding parallel to the existing 8-inch waterline, extending to the 1-million-gallon water storage tank, requires at least an 8-inch waterline, using C-900 pipe, to meet the needs of the Planned Development itself and to allow for maintenance and servicing by the City, once dedicated and accepted. This main distribution water line shall be increased and oversized from 8-inch to a 12-inch, using C-900 pipe, in order for emergency pumping scenarios to be able to pump the required fire flow. The difference

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between the actual, reasonable costs of the construction and installation of an 8-inch water line and the oversized 12-inch waterline shall be eligible for reimbursement the City by the methods outlined below. **if it is determined that an 8-inch waterline would be sufficient to meet the requirements of the Development Property at full buildout. If that determination can be made and agreed to by the Parties, then no portion of this portion of the main tank fill waterline shall be eligible for reimbursement.**

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- b. The portion of the 12-inch main distribution water line beginning from the 1-million-gallon water storage tank and proceeding to the necessary parts of the Hidden Canyon Planned Development requires an 8-inch water line, using C-900 pipe, to meet the needs of the Planned Development itself and to allow for maintenance and servicing by the City, once dedicated and accepted. **The portion of this main distribution waterline shall be increased and oversized from 8-inch to a 12-inch, using C-900 pipe, from the water storage tank to "Road A" as identified in the Master Plan (Exhibit C) and then along Road A until it reaches Highway 89,** in order for the 1-million-gallon water storage tank to support future adjacent development beyond the Hidden Canyon Planned Development. The difference between the actual, reasonable costs of the construction and installation of an 8-inch water line and the oversized 12-inch water line shall be eligible for reimbursement the City by the methods outlined below. **All other waterlines servicing the Development Property shall be sized according to the specifications required by the development activities and shall not be eligible for reimbursement.**

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- c. This 12-inch main distribution water line shall be extended beyond the distance and locations necessary for the Hidden Canyon Planned Development, to a connection point designated and approved by the City, located at or near US-89 and the **proposed Hidden Canyon entrance**, for the purpose of allowing the 1-million-gallon water storage tank to serve additional adjacent future growth. The actual, reasonable costs for constructing and installing this portion of the 12-inch main distribution line, extending beyond what is necessary for the Hidden Canyon Planned Development itself, constituting an oversized **and extended** portion of the water line in its entirety, shall be eligible for reimbursement from the City by the methods outlined below.

Commented [KS9]: Seems like you are requiring them to bring the 12" back into town. That is not something I have required in previous reviews. I do like the idea of getting it to the south side of US-89, opposite of their entrance. But this does follow the 2018 Water IFFPA. However, there are assumptions with that system that are not stated.

Deleted: existing Quality Inn

4. The Developer, or a subsequently formed PID, if applicable, shall submit its total costs for constructing and installing the infrastructure outlined herein, and its calculation for the portion of those costs it has determined are attributable to the oversizing of the infrastructure. The City will then review the submittals and make a determination of the amount of reimbursable actual, reasonable costs, as permitted by ordinance.
5. If a disagreement arises relating to a formal decision made by City staff relating to the oversizing requirements and specifications, including the determination of the actual, reasonable cost thereof, then the decision of City staff may be appealed, pursuant to the land use appeal requirements, process, and procedure outlined in the Kanab City Land Use Ordinance. Only a formal decision of City staff may be appealed, unless City staff fails to issue a formal decision when reasonable or required to do so. In the circumstances in which the appeal authority finds that City staff has failed to issue a reasonable or required decision, the appeal authority, if deemed appropriate, shall require the City staff to issue a decision as a precursor to going forward with the appeal. The final written decision of the appeal authority is subject to judicial review.
6. No additional oversized infrastructure is required by the City. In reviewing all other designs and planned infrastructure anticipated, approval of such designs shall be based on City standards based on what is required and necessary for the Hidden Canyon Planned Development. Any subsequent and additional oversizing requirements, if subsequently required and agreed upon by the Parties,

shall require a new separate reimbursement agreement, or an agreed upon amendment to this Agreement.

Form of Reimbursement:

The form and timing of reimbursement shall depend upon whether the Developer or the PID pays the actual, reasonable costs for oversizing the infrastructure. The following criteria shall apply to the reimbursement of actual, reasonable costs of the oversized infrastructure:

1. If Developer pays for the actual, reasonable cost of oversizing all or part of the infrastructure outlined herein, then reimbursement will come in the form of impact fee credits, which credits may be applied at the time that the water impact fee becomes due (i.e., upon submission of a complete building permit application).
2. If a subsequently formed PID pays the actual, reasonable cost for oversizing all or a part of the infrastructure outlined herein, then the PID will be reimbursed as follows:
 - a. When the Developer, or a third-party, submit a complete building permit application(s) to build a structure(s) within the Hidden Canyon Planned Development, the applicant will be required to pay the applicable water impact fee;
 - b. Within a reasonable time thereafter, the City will distribute the water impact fee collected to the PID, in accordance with this Agreement and state and local law.
3. The right to reimbursement for the actual, reasonable oversizing costs will also be permitted by the Developer, or a subsequently formed PID, if applicable, through recoupment of the pro-rata share of the actual, reasonable oversizing costs attributable to a third-party property owner(s) or developer(s), whose property and proposed development is adjacent to the Hidden Canyon Planned Development, when that adjacent third-party's development intends to connect the adjacent land or development to the 12-inch main distribution line extending from the 1-million gallon water storage tank. The City shall calculate and collect the pro-rata share from the third-party at the time an application is made which involves the applicable connection, or subsequently, if the connection to the 12-inch main distribution line is not determined as necessary until later. Developer or PID, if applicable, shall only be entitled to this form of reimbursement upon the City receiving the pro-rata portion from the third-party property owner or developer (i.e., the City is under no obligation to pay Developer or PID unless and until the designated payment is received; and the City is not liable for non-payment of a third-party developer). This form of reimbursement shall be limited to ten (10) years, as outlined in the Agreement.
4. Impact fee credits and the right to reimbursement may only be applied within the Hidden Canyon Planned Development. Any transfer of impact fee credits and the right to reimbursement must be in writing and shall incorporate the relevant terms of this Agreement to be valid. A fully executed copy of the written transfer agreement shall be provided to the City.
5. The Developer, or a subsequently formed PID, if applicable, will only be eligible for reimbursement of the total actual, reasonable costs paid for the oversized portion of the infrastructure, and may not recover more than that what the entity paid through one or a combination of both methods for reimbursement outlined.
6. The City shall maintain records accounting for the balance remaining for impact fee credits/the remaining reimbursable amount.
7. If a disagreement arises relating to the form, timing, or method of reimbursement, based on a formal decision of City staff, then the decision of City staff may be appealed, pursuant to the land use appeal requirements, process, and procedure outlined in the Kanab City Land Use Ordinance. Only a formal decision of City staff may be appealed, unless City staff fails to issue a formal decision when reasonable or required to do so. In the circumstances in which the appeal authority finds that

City staff has failed to issue a reasonable or required decision, the appeal authority, if deemed appropriate, shall require the City staff to issue a decision as a precursor to going forward with the appeal. The final written decision of the appeal authority is subject to judicial review.

Until fully designed and engineered, the full details and costs of the oversized Public Infrastructure and System Improvements are not entirely known. The Parties shall work together in good faith in determining and agreeing upon the specifications and further details of the water storage tank and related water infrastructure.

EXHIBIT "C"

Hidden Canyon Development Property Plan

APARTMENT BUILDING SUMMARY

APARTMENT BLDGS 3-5 & 8-11 EACH CONTAIN:

(12) 1-BEDROOMS x 8 BLDGS = 96 UNITS
 (12) 2-BEDROOMS x 8 BLDGS = 96 UNITS
 (6) 3-BEDROOMS x 8 BLDGS = 48 UNITS

TOTAL UNITS PROVIDED = 240 UNITS

APARTMENT BLDG #6 CONTAINS:

(12) 1-BEDROOMS x 1 BLDG = 12 UNITS
 (12) 2-BEDROOMS x 1 BLDG = 12 UNITS
 (5) 3-BEDROOMS x 1 BLDG = 5 UNITS

TOTAL UNITS PROVIDED = 29 UNITS

APARTMENT UNIT MIX

1-BEDROOMS = 108 UNITS
 2-BEDROOMS = 108 UNITS
 3-BEDROOMS = 53 UNITS

TOTAL UNITS PROVIDED = 269 UNITS

PARKING REQUIRED

RESIDENTIAL

1 SPACE PER 1-BEDROOM UNIT 108 UNITS X 1 SPACE = 108 SPACES REQUIRED
 2 SPACE PER 2-BEDROOM UNIT 108 UNITS X 2 SPACES = 216 SPACES REQUIRED
 2 SPACE PER 3-BEDROOM UNIT 53 UNITS X 2 SPACES = 106 SPACES REQUIRED

GUEST

1 SPACE / (5) 1-BEDROOM UNIT = 22 SPACES
 1 SPACE / (10) 2-BEDROOM UNIT = 22 SPACES
 1 SPACE / (10) 3-BEDROOM UNIT = 11 SPACES
 LEASE OFFICE SPACE (2900 S.F.)
 1 SPACE PER 250 SF = 12 SPACES
 EXTENDED STAY UNITS
 1 SPACE PER UNIT = 80 SPACES

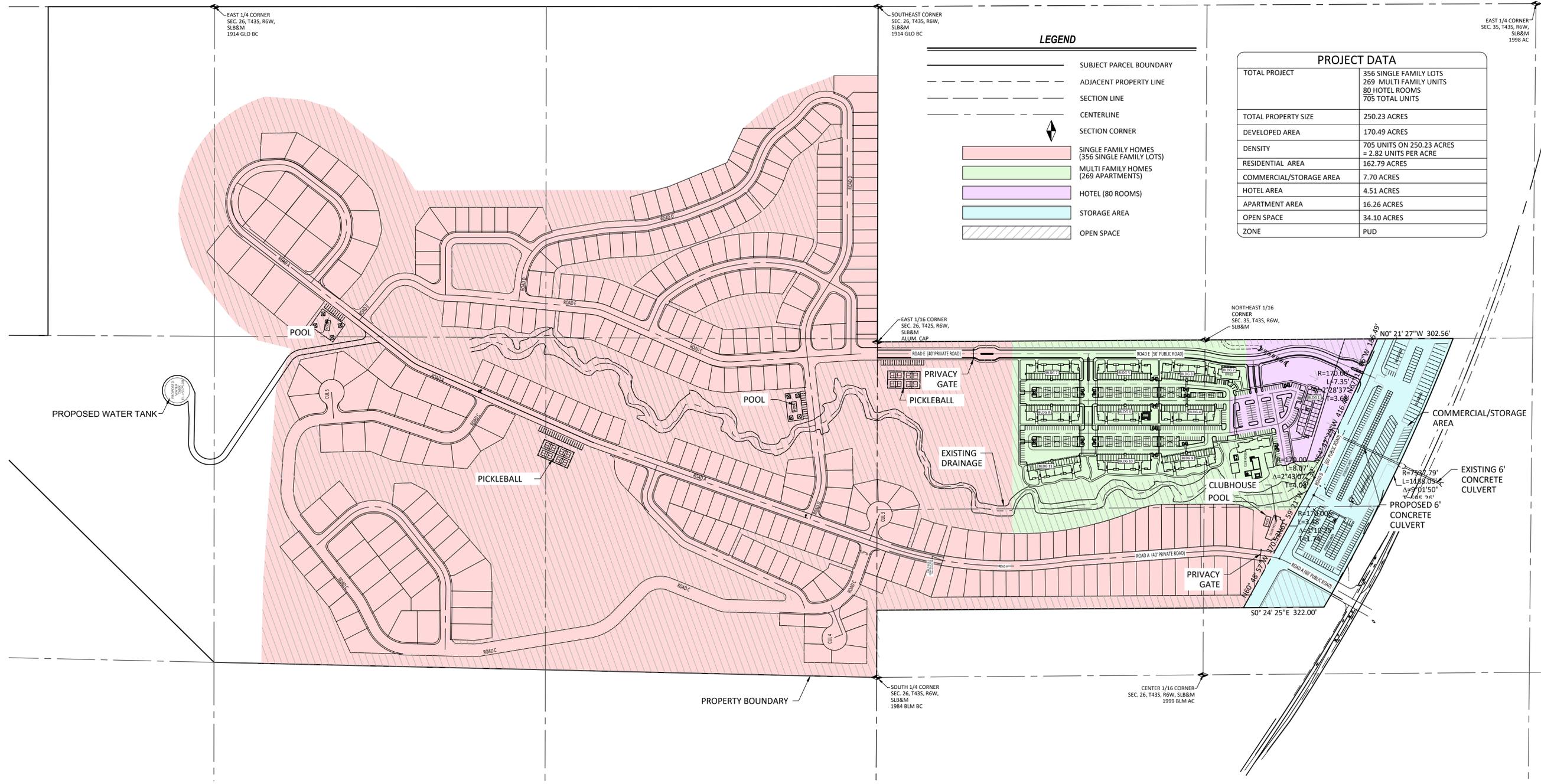
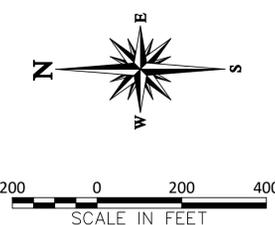
TOTAL PARKING REQUIRED = 577 SPACES

PARKING PROVIDED

FUTURE RESIDENT SPACES = 15 SPACES
 FUTURE RESIDENT ACCESSIBLE SPACES = 1 SPACE
 EXTENDED STAY STANDARD SPACES = 100 SPACES
 EXTENDED STAY ACCESSIBLE SPACES = 5 SPACES
 GARAGES = 162 SPACES
 COVERED RESIDENT STANDARD SPACES = 224 SPACES
 UNCOVERED RESIDENT SPACES = 118 SPACES
 TOTAL PARKING PROVIDED = 625 SPACES

STORAGE UNIT SUMMARY

10' X 10' UNITS = 96 UNITS
 10' X 20' UNITS = 164 UNITS
 12' X 29' UNITS = 12 UNITS
 RV STORAGE = 27 SPACES
 TRAILER STORAGE(11' X 35') = 12 SPACES
 TRAILER STORAGE(12' X 50') = 25 SPACES



LEGEND

- SUBJECT PARCEL BOUNDARY
- ADJACENT PROPERTY LINE
- SECTION LINE
- CENTERLINE
- SECTION CORNER
- SINGLE FAMILY HOMES (356 SINGLE FAMILY LOTS)
- MULTI FAMILY HOMES (269 APARTMENTS)
- HOTEL (80 ROOMS)
- STORAGE AREA
- OPEN SPACE

PROJECT DATA	
TOTAL PROJECT	356 SINGLE FAMILY LOTS 269 MULTI FAMILY UNITS 80 HOTEL ROOMS 705 TOTAL UNITS
TOTAL PROPERTY SIZE	250.23 ACRES
DEVELOPED AREA	170.49 ACRES
DENSITY	705 UNITS ON 250.23 ACRES = 2.82 UNITS PER ACRE
RESIDENTIAL AREA	162.79 ACRES
COMMERCIAL/STORAGE AREA	7.70 ACRES
HOTEL AREA	4.51 ACRES
APARTMENT AREA	16.26 ACRES
OPEN SPACE	34.10 ACRES
ZONE	PUD

NO.	REVISIONS	DATE	BY
	DESCRIPTION		

BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 736 SOUTH 800 EAST, SUIT B-105
 ST. GEORGE, UTAH 84790
 (435) 628-4700 FAX (435) 628-4725

MASTER PLAN FOR HIDDEN CANYON SUBDIVISION
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T42S, R16W, S.L.B.&M, KANAB, UTAH

PROFESSIONAL ENGINEER
 STEVEN M. KAMLOWSKY
 No. 8362092
 1/22/24
 STATE OF UTAH

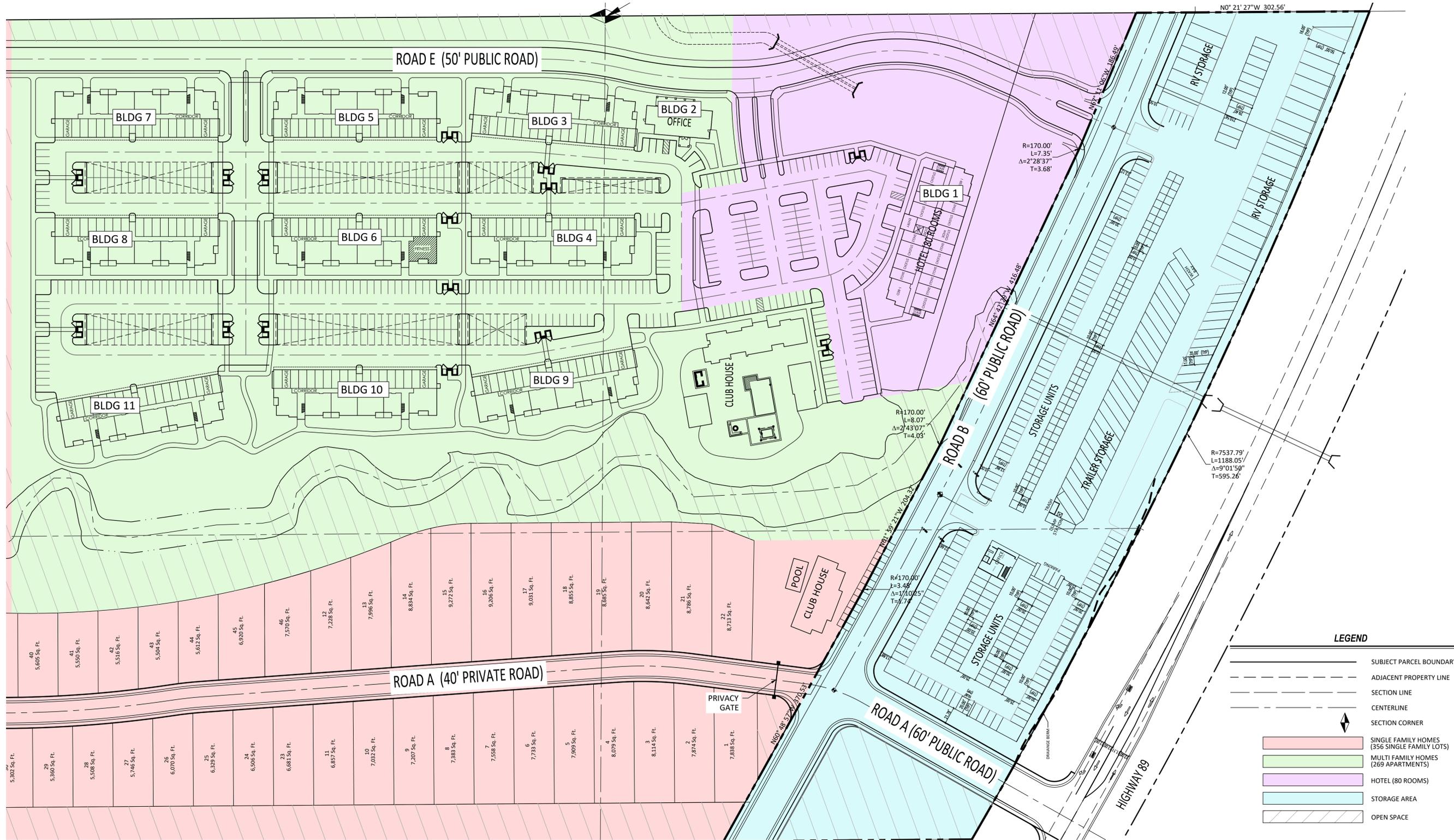
CHECKED BY: SK
 DRAWN BY: SWB
 DATE: 1/22/24
 JOB NO.: 21-43

SCALE: 1"=200'

SHEET NO.: 1 OF 2

MASTER PLAN HIDDEN CANYON SUBDIVISION

LOCATED IN THE SECTIONS 26 AND 35, T 43 S, R 6 W, SLB&M KANAB, UTAH



NO.	REVISIONS	DESCRIPTION	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 796 SOUTH 900 EAST, SUIT B-105
 ST. GEORGE, UTAH 84790
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MASTER PLAN FOR HIDDEN CANYON SUBDIVISION
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T42S, R16W, S.L.B.&M. KANAB, UTAH



CHECKED BY: SK
DRAWN BY: SWB
DATE: 1/22/24
JOB NO.: 21-43
SCALE: 1"=60'
SHEET NO.: 2 OF 2

LEGEND

- SUBJECT PARCEL BOUNDARY
- ADJACENT PROPERTY LINE
- SECTION LINE
- CENTERLINE
- SECTION CORNER
- SINGLE FAMILY HOMES (356 SINGLE FAMILY LOTS)
- MULTI FAMILY HOMES (269 APARTMENTS)
- HOTEL (80 ROOMS)
- STORAGE AREA
- OPEN SPACE

APARTMENT BUILDING SUMMARY

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APARTMENT UNIT MIX
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PARKING REQUIRED

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 2 SPACE PER 3-BEDROOM UNIT 53 UNITS X 2 SPACES = 106 SPACES REQUIRED
GUEST
 1 SPACE / (5) 1-BEDROOM UNIT = 22 SPACES
 1 SPACE / (10) 2-BEDROOM UNIT = 22 SPACES
 1 SPACE / (10) 3-BEDROOM UNIT = 11 SPACES
 LEASE OFFICE SPACE (2900 S.F.)
 1 SPACE PER 250 SF = 12 SPACES
EXTENDED STAY UNITS
 1 SPACE PER UNIT = 80 SPACES
 TOTAL PARKING REQUIRED = 577 SPACES

PARKING PROVIDED

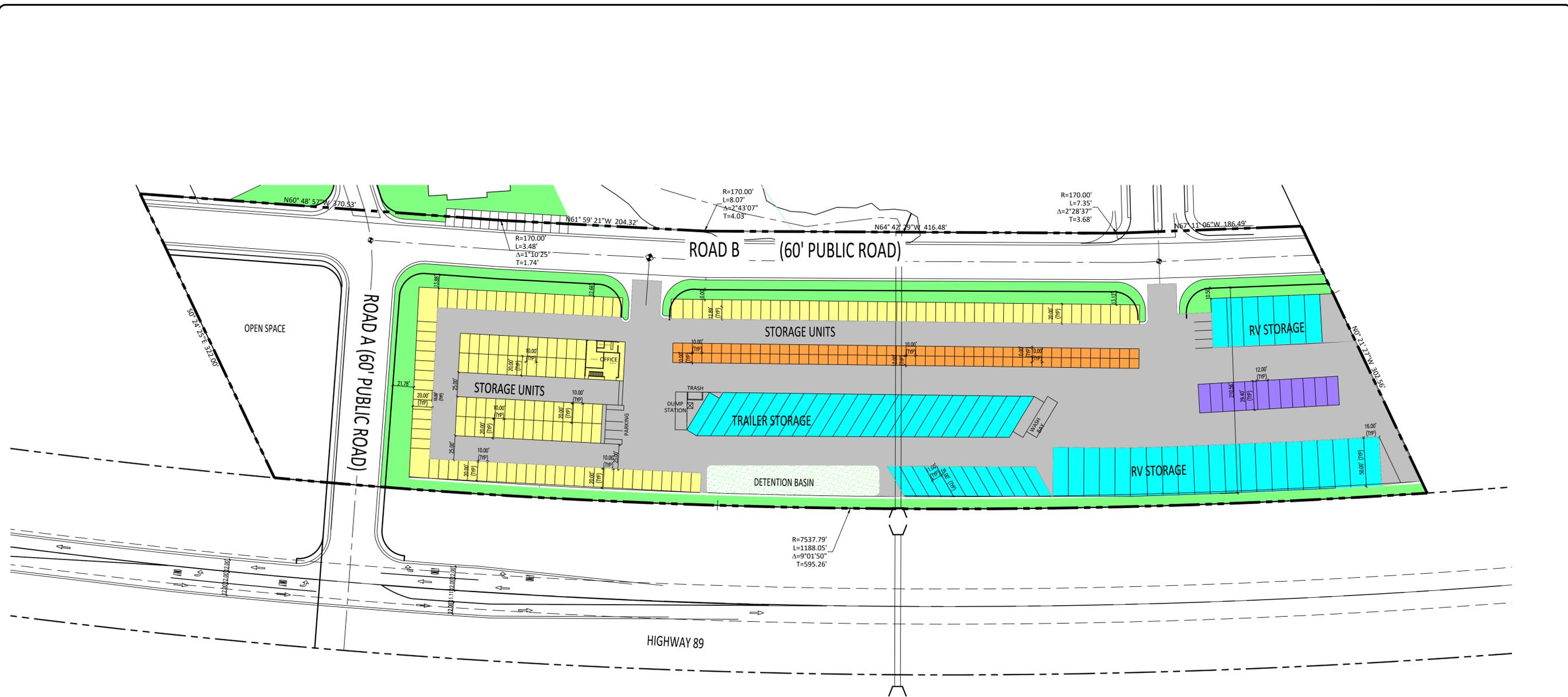
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 FUTURE RESIDENT ACCESSIBLE SPACES = 1 SPACE
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 EXTENDED STAY ACCESSIBLE SPACES = 5 SPACES
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STORAGE UNIT SUMMARY

10' X 10' UNITS = 96 UNITS
 10' X 20' UNITS = 164 UNITS
 12' X 28' UNITS = 12 UNITS
 RV STORAGE = 27 SPACES
 TRAILER STORAGE(11' X 35') = 12 SPACES
 TRAILER STORAGE(12' X 50') = 25 SPACES

PROJECT DATA

TOTAL PROJECT	356 SINGLE FAMILY LOTS 269 MULTI FAMILY UNITS 80 HOTEL ROOMS 705 TOTAL UNITS
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APARTMENT AREA	16.26 ACRES
OPEN AREA	34.10 ACRES
ZONE	PUD



STORAGE UNIT SUMMARY

STORAGE AREA	= 7.70 ACRES
10' X 10' UNITS	= 96 UNITS
10' X 20' UNITS	= 164 UNITS
12' X 29' UNITS	= 12 UNITS
RV STORAGE	= 27 SPACES
TRAILER STORAGE(11' X 35')	= 12 SPACES
TRAILER STORAGE(12' X 50')	= 25 SPACES

LEGEND

	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	SECTION CORNER
	10X10 UNITS
	10X20 UNITS
	12X29 UNITS
	RV STORAGE
	PAVEMENT
	LANDSCAPE

NO.	REVISIONS DESCRIPTION	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 796 SOUTH 900 EAST, SUIT B-105
 ST. GEORGE, UTAH 84790
 (435) 828-4700 FAX (435) 828-4725

STORAGE UNITS MASTER PLAN
 FOR
HIDDEN CANYON SUBDIVISION
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T42S, R16W, S.L.B.&M, KANAB, UTAH

CHECKED BY: SK
DRAWN BY: SWB
DATE: 1/22/24
JOB NO.: 21-43
SCALE: 1"=60'
SHEET NO.: 1 OF 1

ORDINANCE NO. 3- -24 O

**AN ORDINANCE APPROVING THE DEVELOPMENT AGREEMENT
WITH HIDDEN CANYON SUBDIVISION, A PLANNED DEVELOPMENT OVERLAY ON
PARCELS K-15-1-ANNEX, AND K-14-15-ANNEX**

WHEREAS, the Kanab City Council (the “Council”) met in regular session on March 26, 2024, to discuss, among other things, approving a development agreement between Kanab City (“City”) and Hidden Canyon Subdivision (“Developer”).

WHEREAS, Developer intends to develop, parcels K-15-1-Annex, and K-14-15-Annex;

WHEREAS, on March 19, 2024 the Kanab Planning Commission held a public hearing, discussed the proposed development agreement;

WHEREAS, the City Council has thoroughly reviewed the development agreement and finds it in the best interest of the community; and

WHEREAS, the attached development agreement outlines the City’s and Developer’s understanding, intent, and terms agreeable to the all parties.

NOW, THEREFORE, BE IT RESOLVED by the Kanab City Council, adopting, and approving the Development Agreement attached hereto, and thereby authorizing the signing and recordation of the same.

The Mayor and City staff are authorized to take all steps necessary to effectuate this ordinance.

A fully executed copy of the Development Agreement shall be provided to the Developer for their consideration and execution.

The provisions of this Ordinance shall be severable, and, if any provision thereof or any application of such provision is held invalid, it shall not affect any other provisions of this Ordinance or the application in a different circumstance.

This Ordinance shall be effective upon passage.

PASSED AND RESOLVED this 26th day of March, 2024.

KANAB CITY

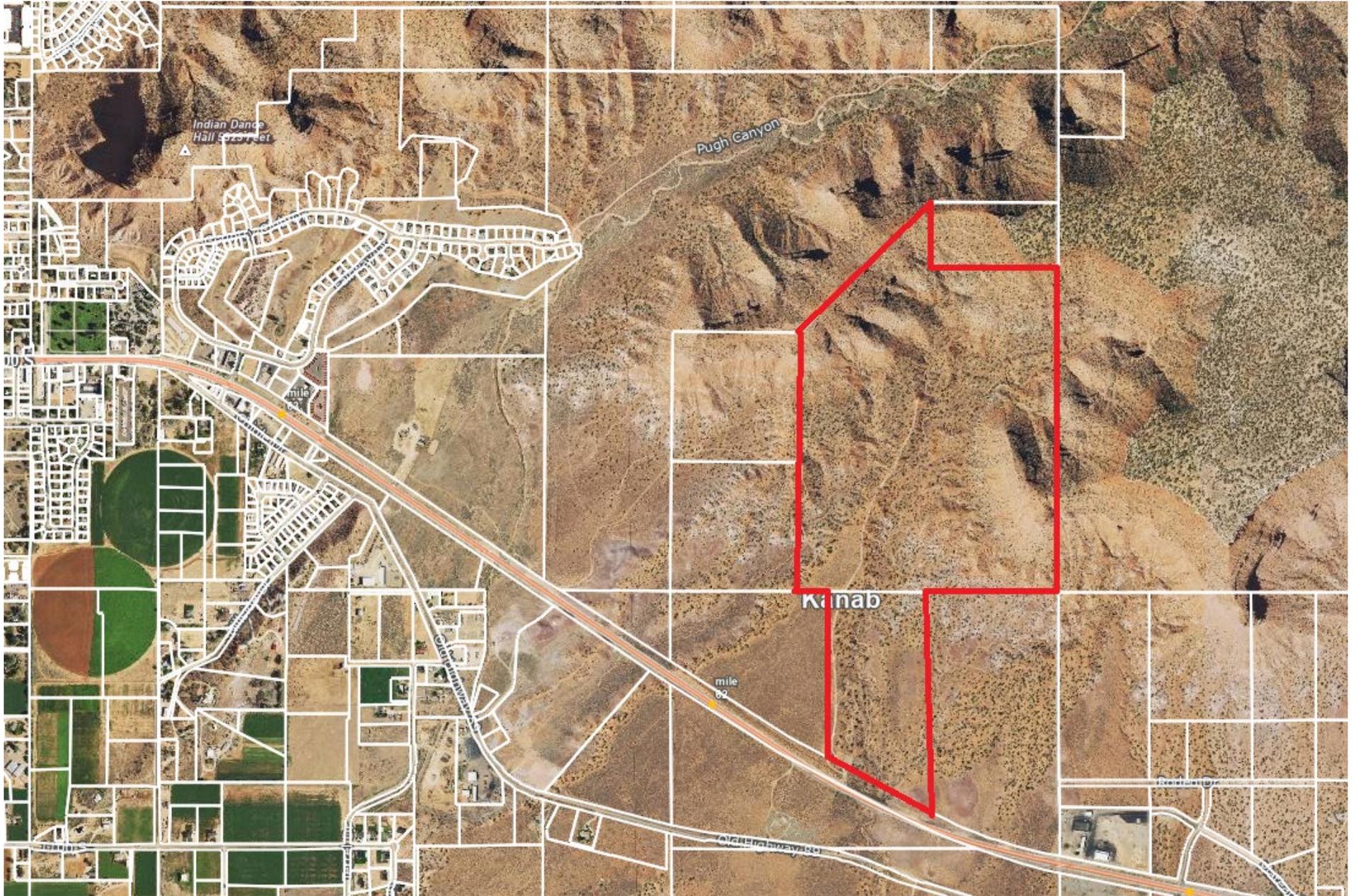
ATTEST:

MAYOR

RECORDER

VOTING:

Arlon Chamberlain	Yea	___	Nay	___
Boyd Corry	Yea	___	Nay	___
Peter Banks	Yea	___	Nay	___
Scott Colson	Yea	___	Nay	___
Chris Heaton	Yea	___	Nay	___



APARTMENT BUILDING SUMMARY

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PARKING REQUIRED

RESIDENTIAL

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- 1 SPACE PER 250 SF = 12 SPACES

EXTENDED STAY UNITS

- 1 SPACE PER UNIT = 80 SPACES

TOTAL PARKING REQUIRED = 577 SPACES

PARKING PROVIDED

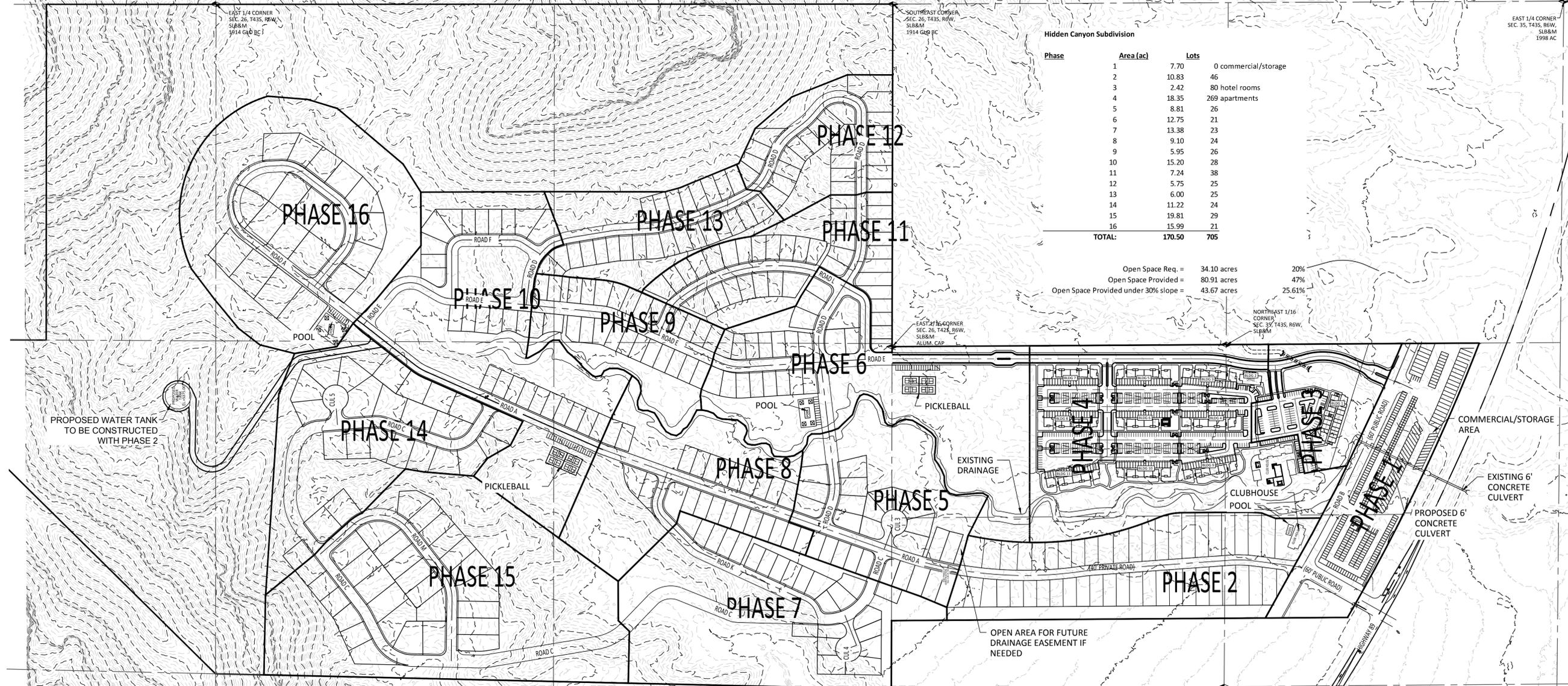
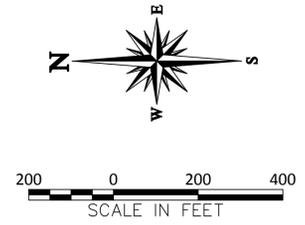
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- COVERED RESIDENT STANDARD SPACES = 224 SPACES
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- TOTAL PARKING PROVIDED = 625 SPACES

PROJECT DATA

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DEVELOPED AREA	170.49 ACRES
DENSITY	705 UNITS ON 250.23 ACRES = 2.82 UNITS PER ACRE
RESIDENTIAL AREA	162.79 ACRES
COMMERCIAL AREA	7.70 ACRES
ZONE	PUD

LEGEND

- SUBJECT PARCEL BOUNDARY
- ADJACENT PROPERTY LINE
- SECTION LINE
- CENTERLINE
- PHASE LINE
- SECTION CORNER
- EXISTING 8" WATER LINE
- PROPOSED 8" WATER LINE
- PROPOSED 8" SEWER LINE
- PROPOSED SEWER MANHOLE



Hidden Canyon Subdivision

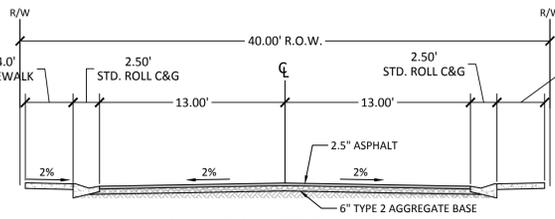
Phase	Area (ac)	Lots
1	7.70	0 commercial/storage
2	10.83	46
3	2.42	80 hotel rooms
4	18.35	269 apartments
5	8.81	26
6	12.75	21
7	13.38	23
8	9.10	24
9	5.95	26
10	15.20	28
11	7.24	38
12	5.75	25
13	6.00	25
14	11.22	24
15	19.81	29
16	15.99	21
TOTAL:	170.50	705

Open Space Req. = 34.10 acres
 Open Space Provided = 80.91 acres
 Open Space Provided under 30% slope = 43.67 acres

20%
47%
25.61%

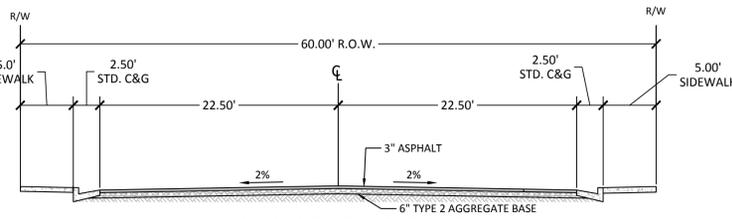
LEGAL DESCRIPTIONS

SEE PAGE 2



40' PRIVATE ROAD

NOT TO SCALE



60.00' PUBLIC ROAD

NOT TO SCALE

OVERALL CONCEPT PLAN

CONTACT INFORMATION

OWNER: JIM GUTHRIE
 DEVELOPER: JJJ DEVELOPMENT
 PO BOX 52049
 RIVERSIDE, CA 92517
 951-334-9003

ENGINEER INFORMATION

BROWN CONSULTING ENGINEERS
 163 WEST 1600 SOUTH #5
 ST. GEORGE, UT 84770
 PHONE (435)628-4700

**AMENDED SITE PLAN
 HIDDEN CANYON
 SUBDIVISION PHASE 1-16**

LOCATED IN THE SECTIONS 26 AND 35, T 43 S, R 6 W, SLB&M
 KANAB, UTAH

NO.	REVISIONS	DATE	BY

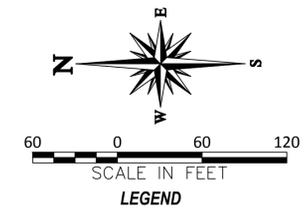
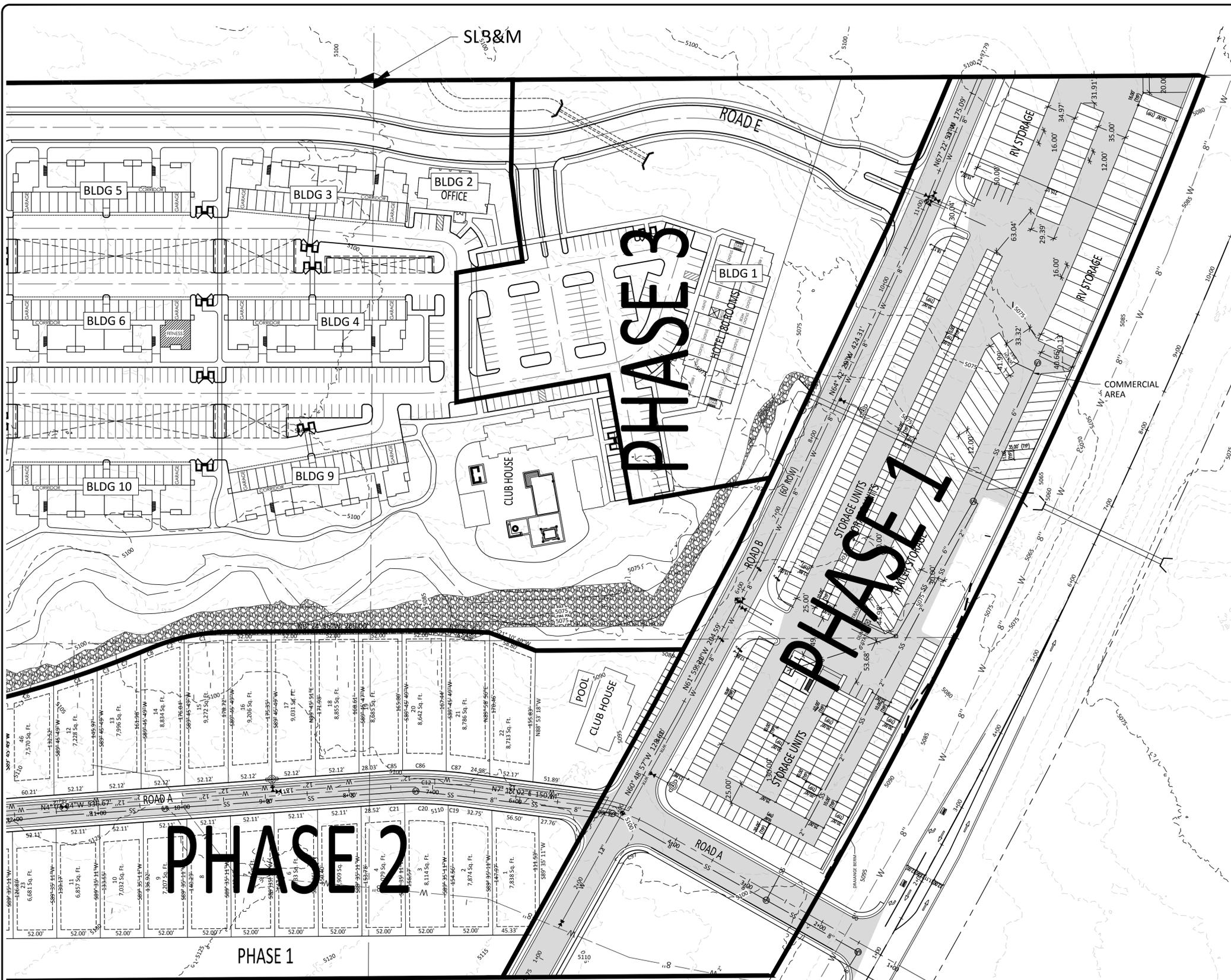
BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 163 WEST 1600 SOUTH, UNIT 5
 ST. GEORGE, UTAH 84770
 (435) 628-4700 FAX (435) 628-4725

**AMENDED SITE PLAN
 FOR
 HIDDEN CANYON SUBDIVISION PHASES 1-16**
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T42S, R16W, S.L.B.&M. KANAB, UTAH

CHECKED BY: SK
 DRAWN BY: SWB
 DATE: 8/31/23
 JOB NO.: 21-43

SCALE:
 1"=200'

SHEET NO.:
 1 OF 17



LEGEND

	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP

LEGAL DESCRIPTIONS

PHASE 1
 BEGINNING AT A POINT S89°53'13"E, 267.21 FEET ALONG THE SECTION LINE AND S0°24'25"E, 1464.06 FEET FROM THE NORTH ¼ CORNER OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 6 WEST, SALT LAKE BASE & MERIDIAN; BASIS OF BEARING BEING S89°53'13"E BETWEEN THE NORTH ¼ CORNER AND NORTH EAST CORNER OF SAID SECTION 35; RUNNING THENCE S60°48'57"E, 370.53 FEET TO A POINT ON A 170.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 3.48 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°10'25"; THENCE S61°59'21"E, 204.32 FEET TO A POINT ON A 170.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 8.07 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°43'07"; THENCE S64°42'29"E, 416.48 FEET; TO A POINT ON A 170.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 7.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°28'37"; THENCE S67°11'06"E, 186.49 FEET; THENCE S0°21'27"E, 302.56 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF HIGHWAY 89; SAID POINT ALSO BEING ON A 7537.79 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS N21°14'28"E); THENCE ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE 1188.05 FEET, THROUGH A CENTRAL ANGLE OF 9°01'50"; THENCE LEAVING SAID RIGHT OF WAY LINE N0°24'25"W 322.00 FEET TO THE POINT OF BEGINNING.
 CONTAINS: 7.70 ACRES

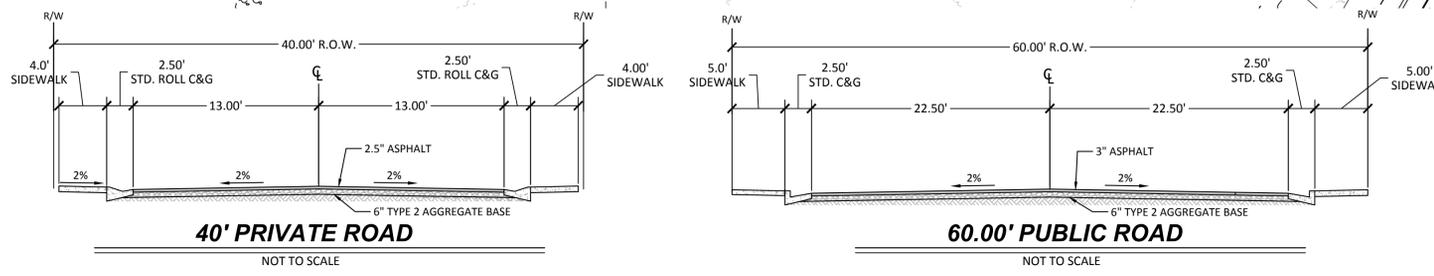
PHASE 2
 BEGINNING AT A POINT S89°53'13"E, 267.21 FEET ALONG THE SECTION LINE AND S0°24'25"E, 216.93 FEET FROM THE NORTH ¼ CORNER OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 6 WEST, SALT LAKE BASE & MERIDIAN; BASIS OF BEARING BEING S89°53'13"E BETWEEN THE NORTH ¼ CORNER AND NORTH EAST CORNER OF SAID SECTION 35; RUNNING THENCE N89°35'35"E, 50.26 FEET; THENCE S72°18'40"E, 133.04 FEET; THENCE S72°18'40"E, 40.40 FEET; THENCE S74°54'00"E, 119.23 FEET TO A POINT A 1250.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 758.89 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°47'06"; TO A POINT ON A 250.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE 97.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°17'29"; THENCE S0°24'56"E, 257.40 FEET THENCE S3°06'56"W 52.48 FEET; THENCE S21°10'40"W, 58.80 FEET; THENCE S0°24'25"E, 176.07 FEET; THENCE N61°59'21"W, 71.15 FEET TO A POINT ON A 170.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 3.48 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°10'25"; THENCE N60°48'57"W, 370.53 FEET; THENCE N0°24'25"W, 1247.13 FEET TO THE POINT OF BEGINNING.
 CONTAINS: 10.81 ACRES

PHASE 3
 BEGINNING AT A POINT S89°53'13"E, 963.46 FEET ALONG THE SECTION LINE AND S0°06'47"W, 1408.15 FEET FROM THE NORTH ¼ CORNER OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 6 WEST, SALT LAKE BASE & MERIDIAN; BASIS OF BEARING BEING S89°53'13"E BETWEEN THE NORTH ¼ CORNER AND NORTH EAST CORNER OF SAID SECTION 35; RUNNING THENCE N90°00'00"E, 153.67 FEET; THENCE S09°45'44"E, 79.65 FEET; THENCE N82°30'34"E, 103.56 FEET; THENCE S89°01'17"E, 113.14 FEET; THENCE S00°21'27"E, 522.73 FEET; THENCE N67°11'06"W, 186.49 FEET; THENCE N64°44'06"W, 336.36 FEET; THENCE N10°00'00"W, 168.64 FEET; THENCE N80°00'00"E, 156.39 FEET; THENCE N10°00'00"W, 183.87 FEET TO THE POINT OF BEGINNING.
 CONTAINS: 4.51 ACRES

PHASE 4
 BEGINNING AT A POINT S89°53'13"E, 572.93 FEET ALONG THE SECTION LINE AND S0°06'47"W, 540.34 FEET FROM THE NORTH ¼ CORNER OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 6 WEST, SALT LAKE BASE & MERIDIAN; BASIS OF BEARING BEING S89°53'13"E BETWEEN THE NORTH ¼ CORNER AND NORTH EAST CORNER OF SAID SECTION 35; RUNNING THENCE N90°00'00"E, 765.96 FEET; THENCE S0°21'27"E, 935.53 FEET; THENCE N89°01'17"W, 113.14 FEET; THENCE S82°30'34"W, 103.56 FEET; THENCE N09°45'44"E 79.65 FEET; THENCE N90°00'00"W, 153.67 FEET; THENCE S10°00'00"E, 183.87 FEET; THENCE S80°00'00"W, 153.39 FEET; THENCE S10°00'00"E, 168.64 FEET; THENCE N64°42'29"W, 87.47 FEET TO A POINT ON A 170.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 8.07 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°43'07"; THENCE N61°59'21"W, 133.17 FEET; THENCE N0°24'25"W, 176.07 FEET; THENCE N21°10'40", 58.80 FEET; THENCE N3°06'56"E, 52.48 FEET; THENCE N0°24'56"W, 11.96 FEET; THENCE N0°24'56"W, 245.43 FEET TO A POINT ON A 250.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 97.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°17'29" TO A POINT ON A 1250.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE 516.33 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°40'01" TO THE POINT OF BEGINNING.
 CONTAINS: 16.26 ACRES

GENERAL NOTES

- OFF SITE SEWER WILL BE REQUIRED FOR FULL PROJECT. CONNECT TO EXISTING SEWER LINE IN OLD HIGHWAY 89. AN ENCROACHMENT PERMIT WILL BE REQUIRED FOR ANY WORK DONE IN HIGHWAY 89.
- DRAINAGE RUNOFF FROM THE SITE WILL BE DIRECTED INTO THE NATURAL DRAINAGE CHANNEL THROUGH THE MIDDLE OF THE PROJECT. AN EXISTING 6' CULVERT WILL BE EXTENDED TO THE SITE AND THROUGH ON SITE DETENTION BASINS. THE DEVELOPED FLOWS WILL NOT EXCEED EXISTING FLOWS.



NO.	REVISIONS DESCRIPTION	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 163 WEST 1600 SOUTH, UNIT 5
 ST. GEORGE, UTAH 84770
 (435) 628-4700 FAX (435) 628-4725

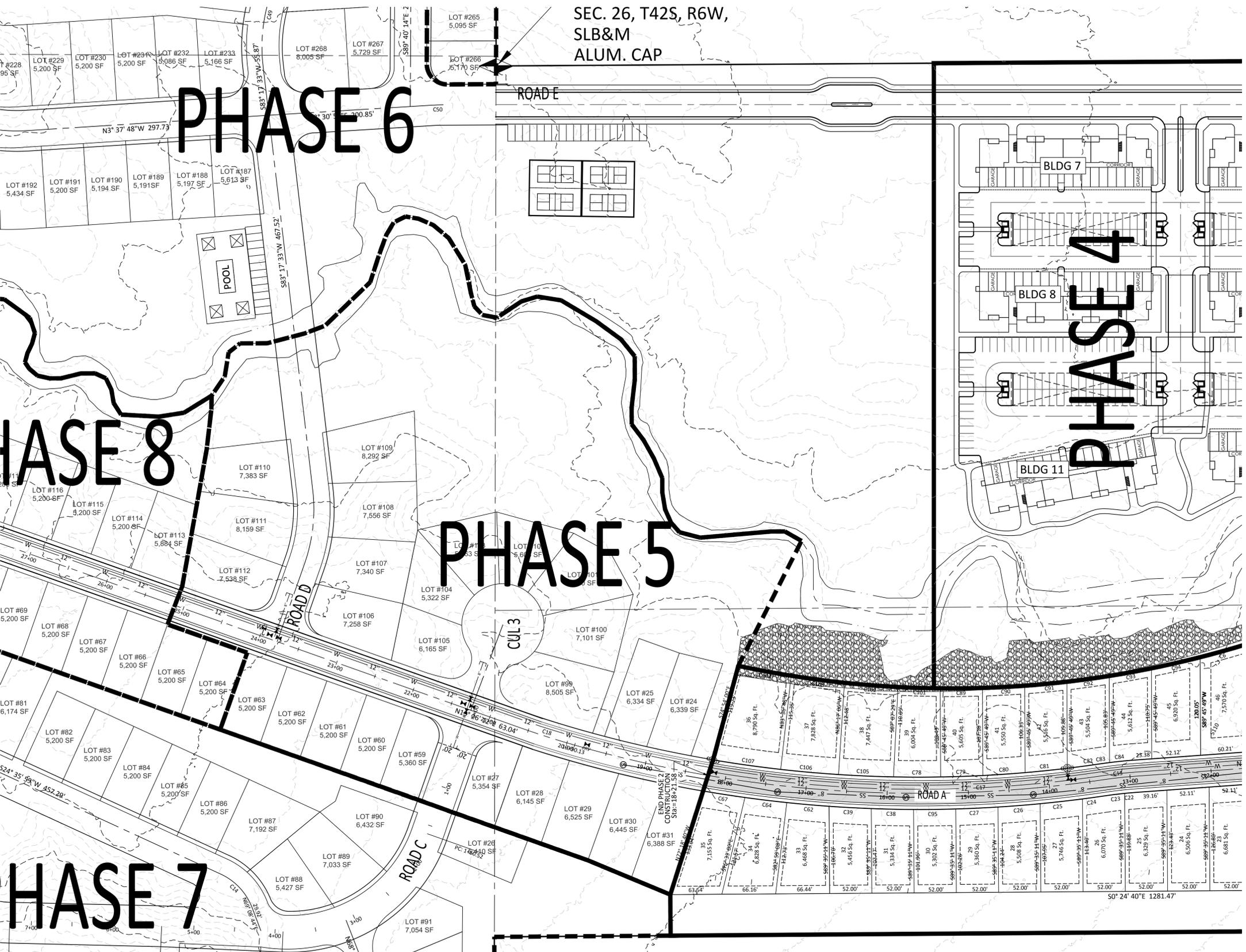
SITE PLAN PHASE 1 FOR HIDDEN CANYON SUBDIVISION PHASES 1-16
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26 T42S, R16W, S.L.B.&M. KANAB, UTAH

PROFESSIONAL ENGINEER
 STEVEN M. KAMLOWSKY
 No. 8362092
 8/31/23
 STATE OF UTAH

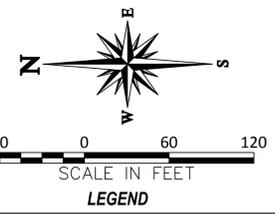
CHECKED BY: SK
 DRAWN BY: SWB
 DATE: 8/31/23
 JOB NO.: 21-43

SCALE: 1"=60'

SHEET NO.: 2 OF 17



SEC. 26, T42S, R6W,
SLB&M
ALUM. CAP



LEGEND	
	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP

NO.	REVISIONS	DESCRIPTION	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 183 WEST 1600 SOUTH, UNIT 5
 ST. GEORGE, UTAH 84770
 (435) 628-4700 FAX (435) 628-4725

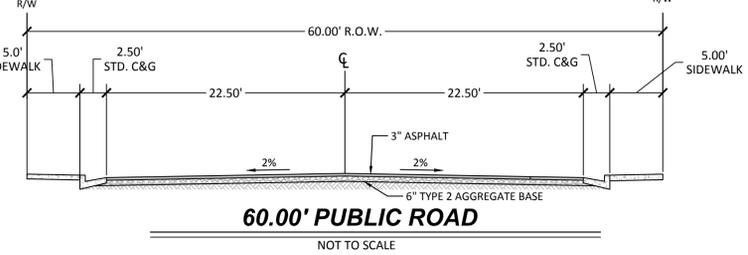
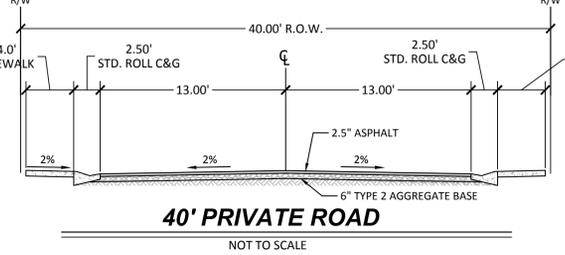
SITE PLAN PHASE 2
 FOR
HIDDEN CANYON SUBDIVISION PHASES 1-16
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T42S, R16W, S.L.B.&M. KANAB, UTAH



CHECKED BY: SK
 DRAWN BY: SWB
 DATE: 8/31/23
 JOB NO.: 21-43

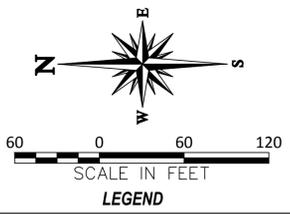
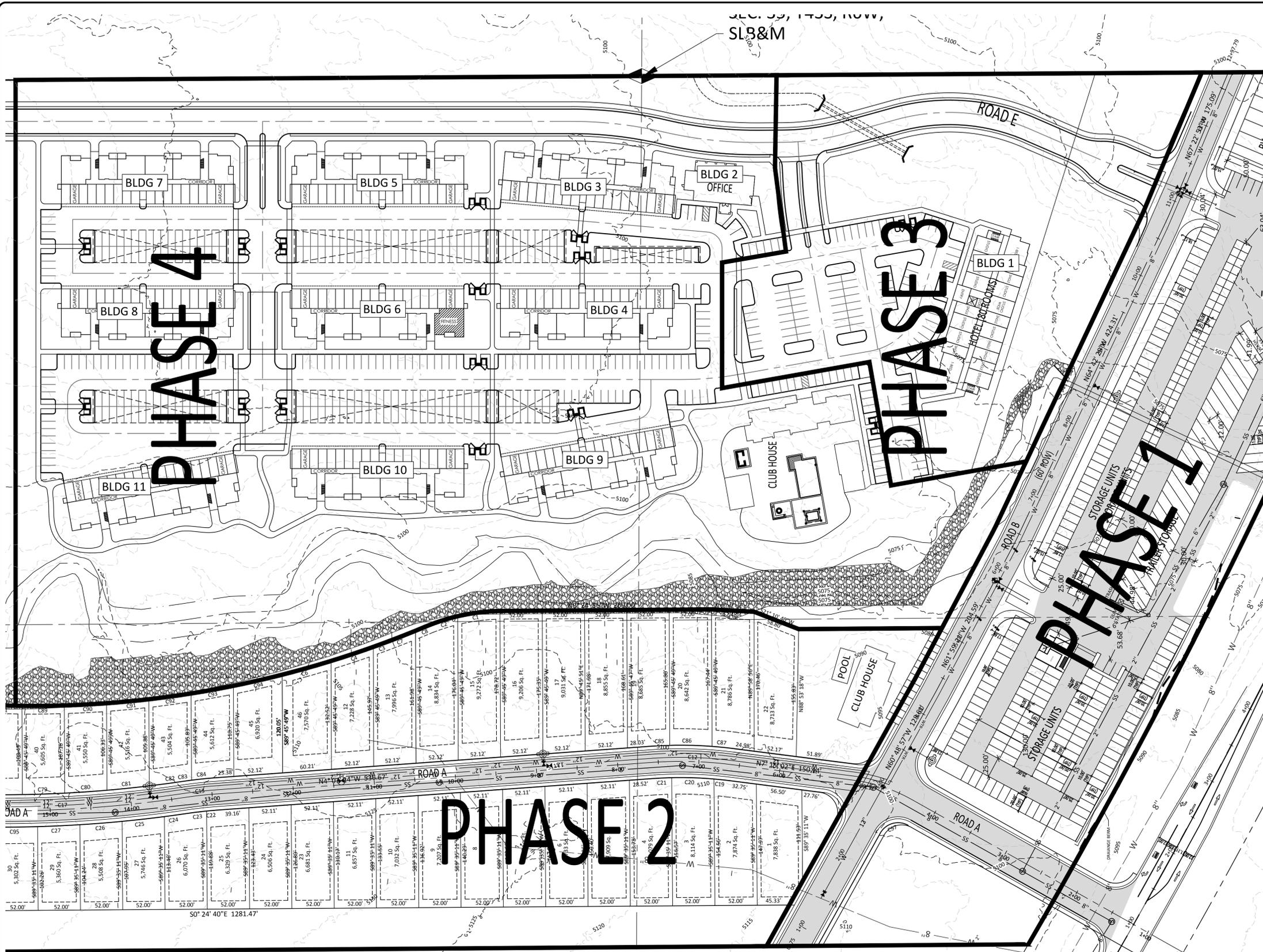
SCALE:
1"=60'

SHEET NO.:
3 OF 17



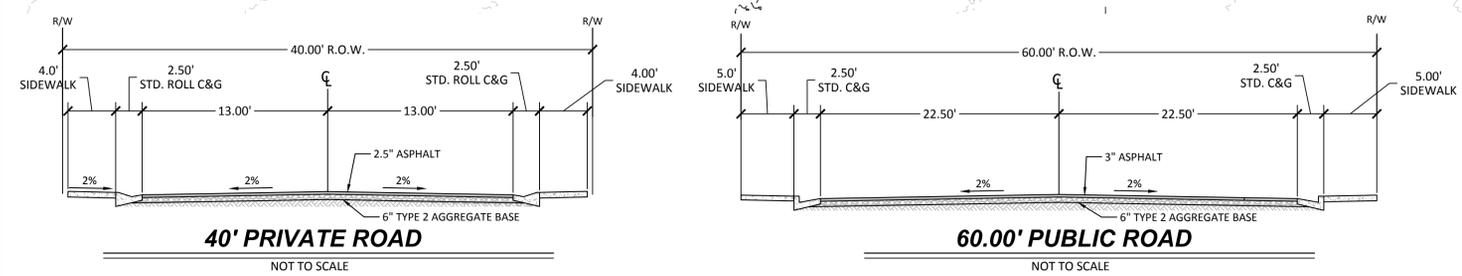
GENERAL NOTES

- OFF SITE SEWER WILL BE REQUIRED FOR FULL PROJECT. CONNECT TO EXISTING SEWER LINE IN OLD HIGHWAY 89, AN ENCROACHMENT PERMIT WILL BE REQUIRED FOR ANY WORK DONE IN HIGHWAY 89.
- DRAINAGE RUNOFF FROM THE SITE WILL BE DIRECTED INTO THE NATURAL DRAINAGE CHANNEL THROUGH THE MIDDLE OF THE PROJECT. AN EXISTING 6' CULVERT WILL BE EXTENDED TO THE SITE AND THROUGH ON SITE DETENTION BASINS. THE DEVELOPED FLOWS WILL NOT EXCEED EXISTING FLOWS.



LEGEND

	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP



GENERAL NOTES

- OFF SITE SEWER WILL BE REQUIRED FOR FULL PROJECT. CONNECT TO EXISTING SEWER LINE IN OLD HIGHWAY 89, AN ENCRoACHMENT PERMIT WILL BE REQUIRED FOR ANY WORK DONE IN HIGHWAY 89.
- DRAINAGE RUNOFF FROM THE SITE WILL BE DIRECTED INTO THE NATURAL DRAINAGE CHANNEL THROUGH THE MIDDLE OF THE PROJECT. AN EXISTING 6' CULVERT WILL BE EXTENDED TO THE SITE AND THROUGH ON SITE DETENTION BASINS. THE DEVELOPED FLOWS WILL NOT EXCEED EXISTING FLOWS.

NO.	REVISIONS	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 183 WEST 1600 SOUTH, UNIT 5
 ST. GEORGE, UTAH 84770
 (435) 628-4700 FAX (435) 628-4725

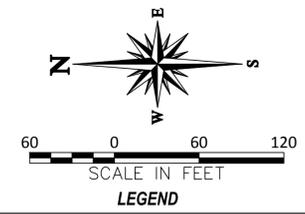
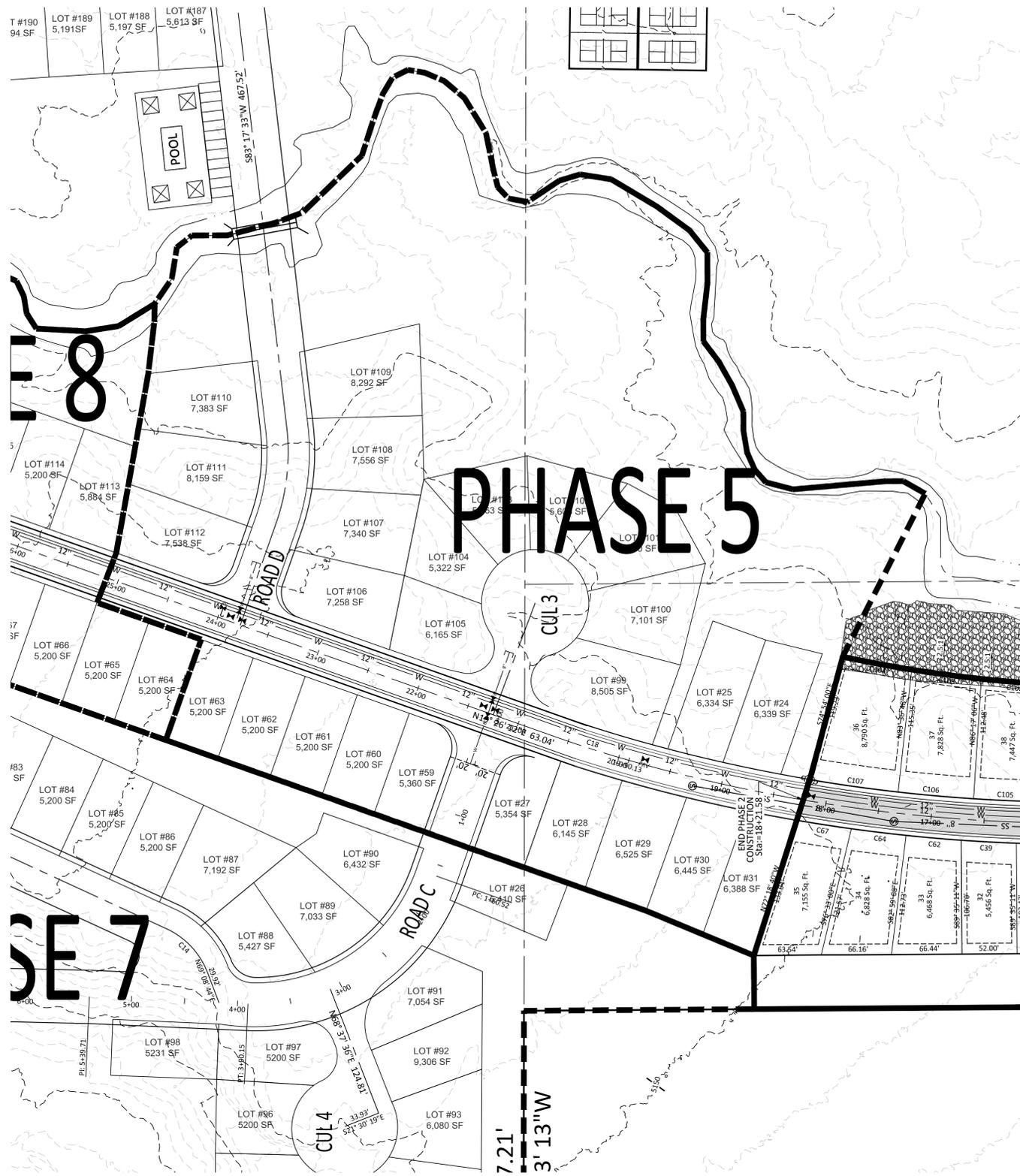
SITE PLAN PHASE 3 & 4
 FOR
HIDDEN CANYON SUBDIVISION PHASES 1-16
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T42S, R16W, S.L.B.&M. KANAB, UTAH



CHECKED BY: SK
 DRAWN BY: SWB
 DATE: 8/31/23
 JOB NO.: 21-43

SCALE:
1"=60'

SHEET NO.:
4 OF 17



LEGEND	
	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP

NO.	REVISIONS	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 183 WEST 1600 SOUTH, UNIT 5
 ST. GEORGE, UTAH 84770
 (435) 628-4700 FAX (435) 628-4725

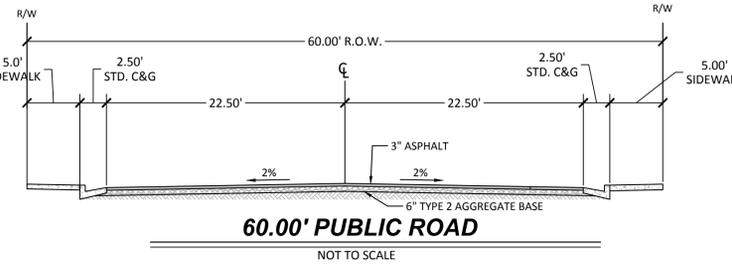
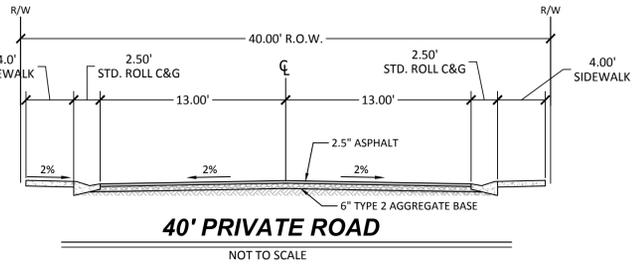
SITE PLAN PHASE 5
 FOR
HIDDEN CANYON SUBDIVISION PHASES 1-16
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T42S, R16W, S.L.B.&M. KANAB, UTAH



CHECKED BY: SK
DRAWN BY: SWB
DATE: 8/31/23
JOB NO.: 21-43

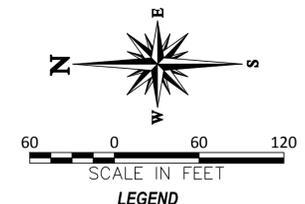
SCALE: 1"=60'

SHEET NO.: 5 OF 17



GENERAL NOTES

- OFF SITE SEWER WILL BE REQUIRED FOR FULL PROJECT. CONNECT TO EXISTING SEWER LINE IN OLD HIGHWAY 89, AN ENCROACHMENT PERMIT WILL BE REQUIRED FOR ANY WORK DONE IN HIGHWAY 89.
- DRAINAGE RUNOFF FROM THE SITE WILL BE DIRECTED INTO THE NATURAL DRAINAGE CHANNEL THROUGH THE MIDDLE OF THE PROJECT. AN EXISTING 6" CULVERT WILL BE EXTENDED TO THE SITE AND THROUGH ON SITE DETENTION BASINS. THE DEVELOPED FLOWS WILL NOT EXCEED EXISTING FLOWS.



LEGEND

	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP

NO.	REVISIONS	DESCRIPTION	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 183 WEST 1600 SOUTH, UNIT 5
 ST. GEORGE, UTAH 84770
 (435) 628-4700 FAX (435) 628-4725

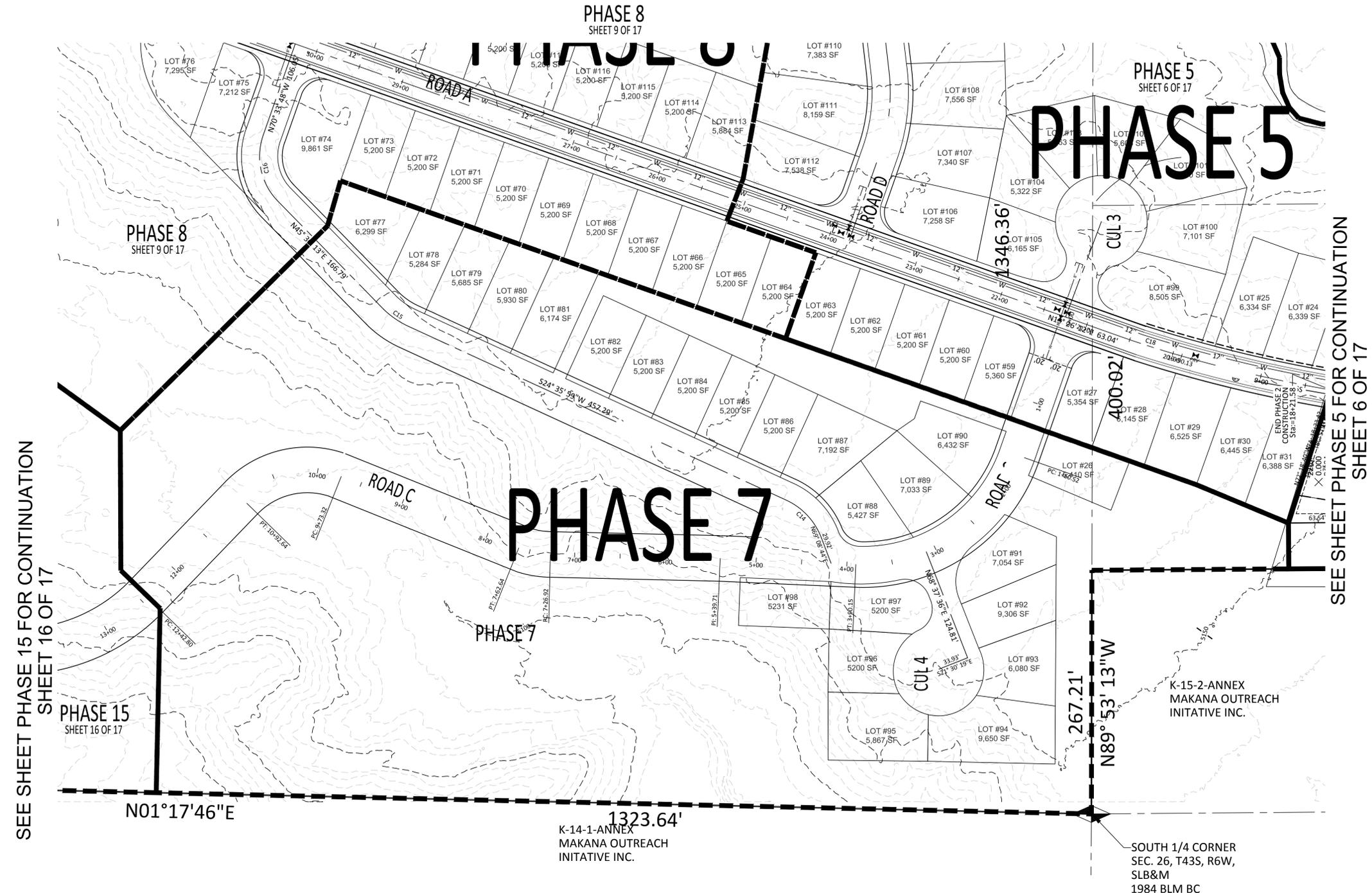
SITE PLAN PHASE 7 FOR HIDDEN CANYON SUBDIVISION PHASES 1-16
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T42S, R16W, S.L.B.&M. KANAB, UTAH

PROFESSIONAL ENGINEER
 STEVEN M. KAMLOWSKY
 No. 8352092
 8/31/23
 STATE OF UTAH

CHECKED BY: SK
 DRAWN BY: SWB
 DATE: 8/31/23
 JOB NO.: 21-43

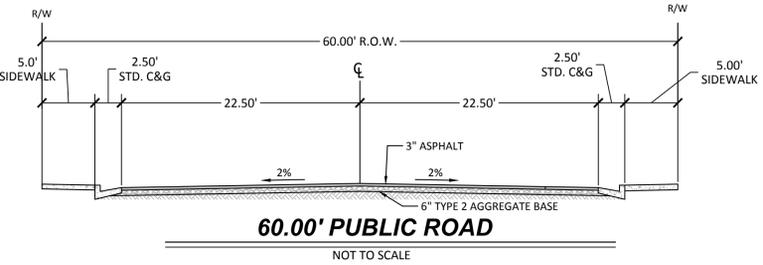
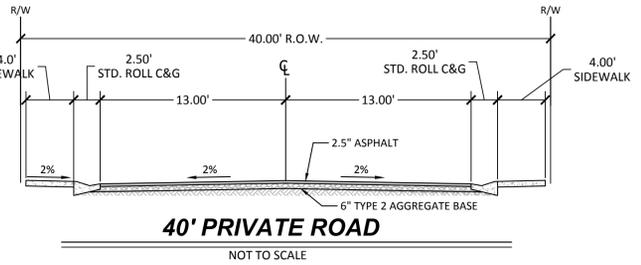
SCALE: 1"=60'

SHEET NO.: 7 OF 17



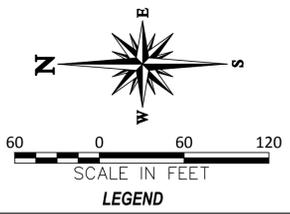
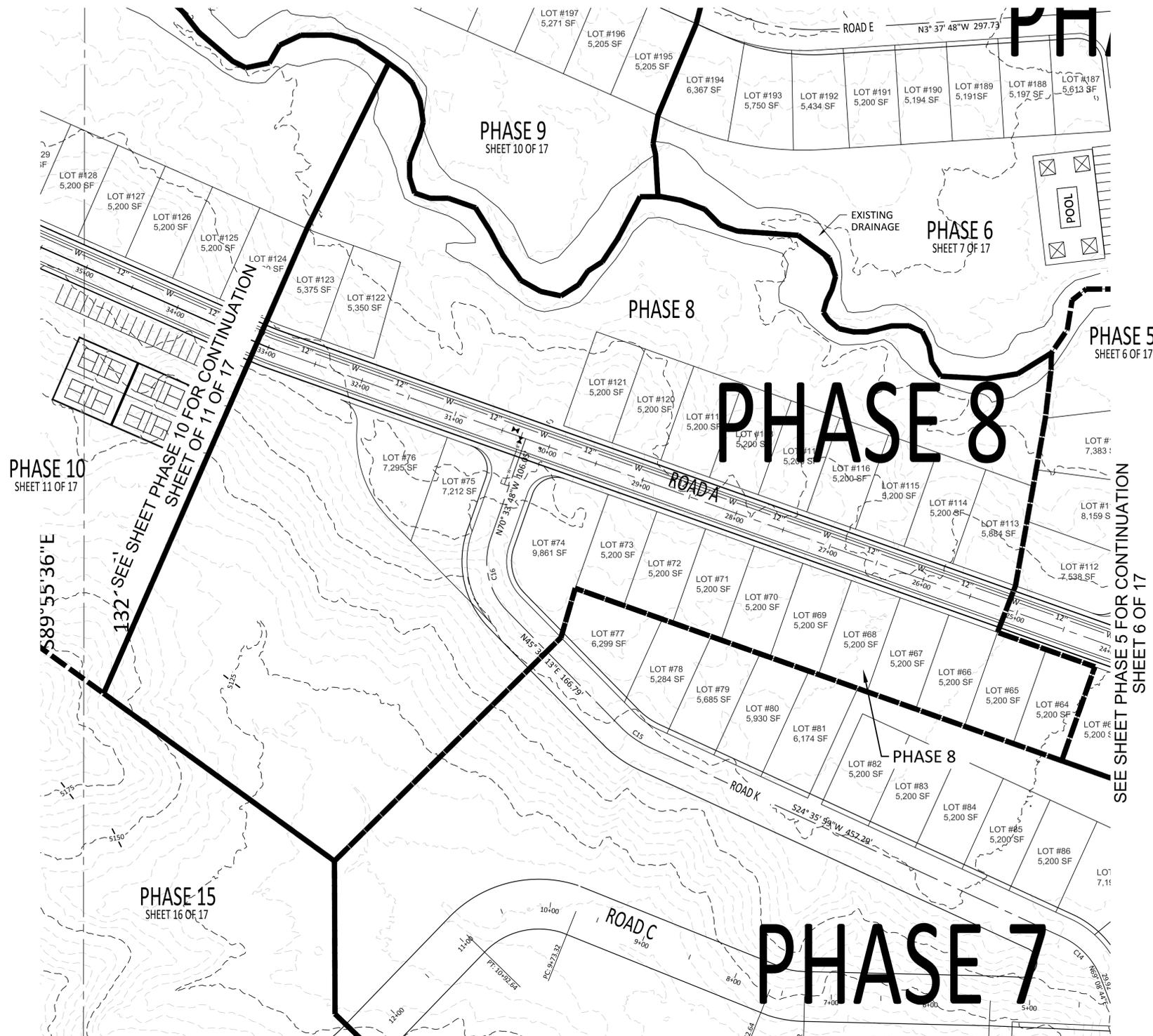
SEE SHEET PHASE 15 FOR CONTINUATION SHEET 16 OF 17

SEE SHEET PHASE 5 FOR CONTINUATION SHEET 6 OF 17



GENERAL NOTES

- OFF SITE SEWER WILL BE REQUIRED FOR FULL PROJECT. CONNECT TO EXISTING SEWER LINE IN OLD HIGHWAY 89, AN ENCROACHMENT PERMIT WILL BE REQUIRED FOR ANY WORK DONE IN HIGHWAY 89.
- DRAINAGE RUNOFF FROM THE SITE WILL BE DIRECTED INTO THE NATURAL DRAINAGE CHANNEL THROUGH THE MIDDLE OF THE PROJECT. AN EXISTING 6' CULVERT WILL BE EXTENDED TO THE SITE AND THROUGH ON SITE DETENTION BASINS. THE DEVELOPED FLOWS WILL NOT EXCEED EXISTING FLOWS.



LEGEND

	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP

NO.	REVISIONS	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 183 WEST 1600 SOUTH, UNIT 5
 ST. GEORGE, UTAH 84770
 (435) 628-4700 FAX (435) 628-4725

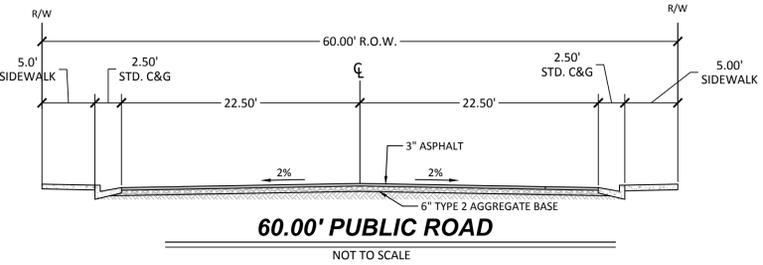
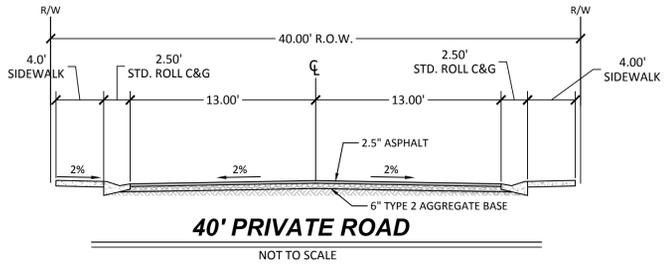
SITE PLAN PHASE 8
 FOR
HIDDEN CANYON SUBDIVISION PHASES 1-16
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T42S, R16W, S.L.B.&M. KANAB, UTAH



CHECKED BY: SK
 DRAWN BY: SWB
 DATE: 8/31/23
 JOB NO.: 21-43

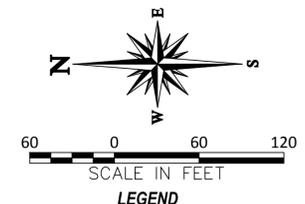
SCALE:
1"=60'

SHEET NO.:
8 OF 17



GENERAL NOTES

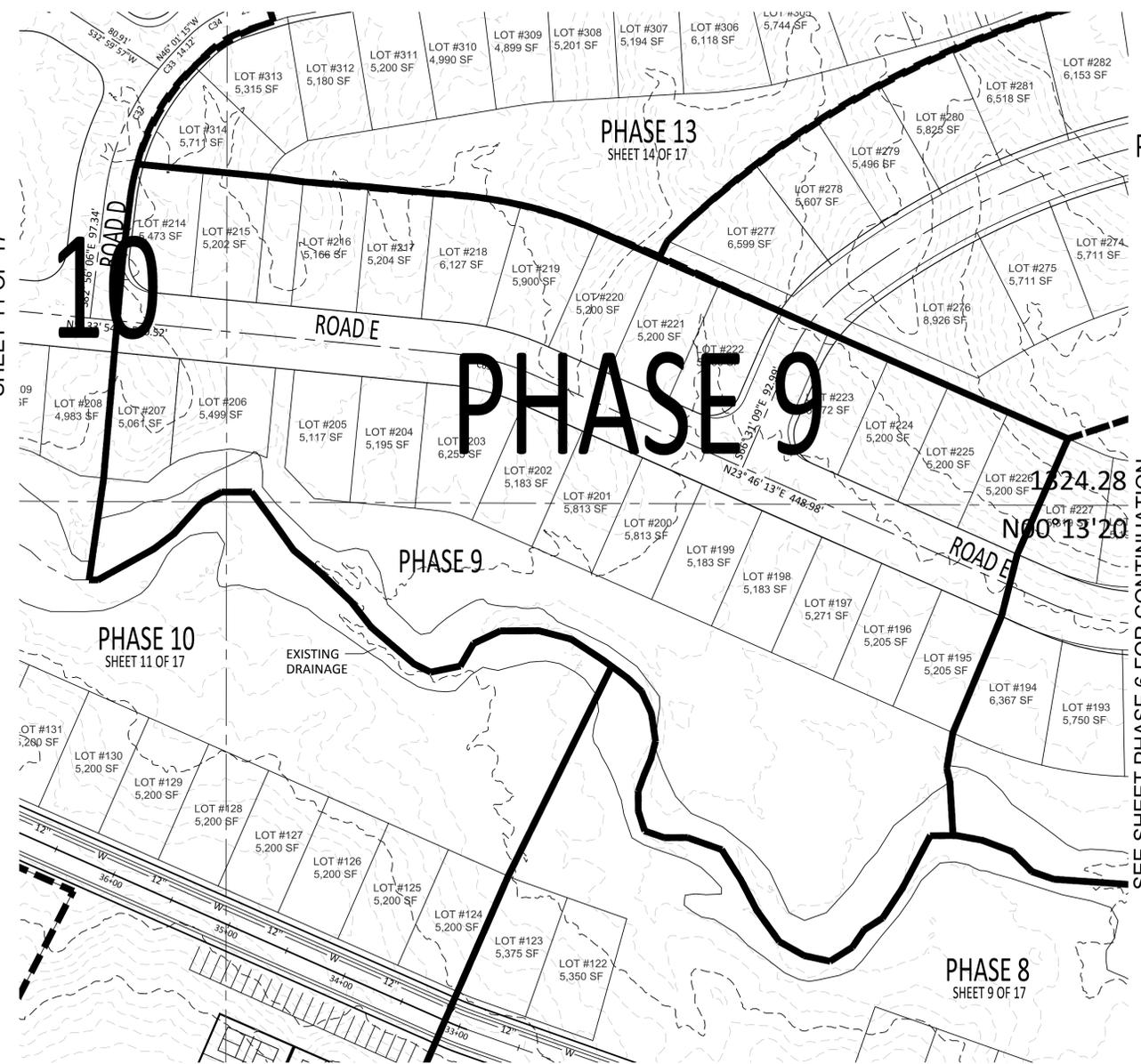
- OFF SITE SEWER WILL BE REQUIRED FOR FULL PROJECT. CONNECT TO EXISTING SEWER LINE IN OLD HIGHWAY 89, AN ENCROACHMENT PERMIT WILL BE REQUIRED FOR ANY WORK DONE IN HIGHWAY 89.
- DRAINAGE RUNOFF FROM THE SITE WILL BE DIRECTED INTO THE NATURAL DRAINAGE CHANNEL THROUGH THE MIDDLE OF THE PROJECT. AN EXISTING 6' CULVERT WILL BE EXTENDED TO THE SITE AND THROUGH ON SITE DETENTION BASINS. THE DEVELOPED FLOWS WILL NOT EXCEED EXISTING FLOWS.



LEGEND

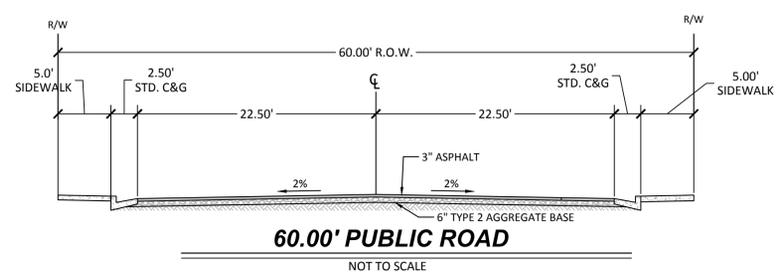
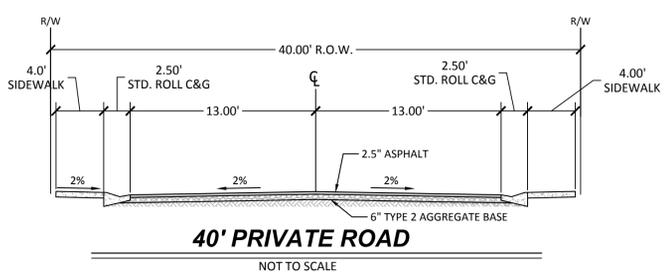
	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP

SEE SHEET PHASE 10 FOR CONTINUATION SHEET 11 OF 17



PHASE 11
SHEET 12 OF 17

SEE SHEET PHASE 6 FOR CONTINUATION SHEET 7 OF 17



GENERAL NOTES

- OFF SITE SEWER WILL BE REQUIRED FOR FULL PROJECT. CONNECT TO EXISTING SEWER LINE IN OLD HIGHWAY 89, AN ENCROACHMENT PERMIT WILL BE REQUIRED FOR ANY WORK DONE IN HIGHWAY 89.
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ST. GEORGE, UTAH 84770
(435) 628-4700 FAX (435) 628-4725

SITE PLAN PHASE 9
FOR
HIDDEN CANYON SUBDIVISION PHASES 1-16
LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
T42S, R16W, S.L.B.&M. KANAB, UTAH



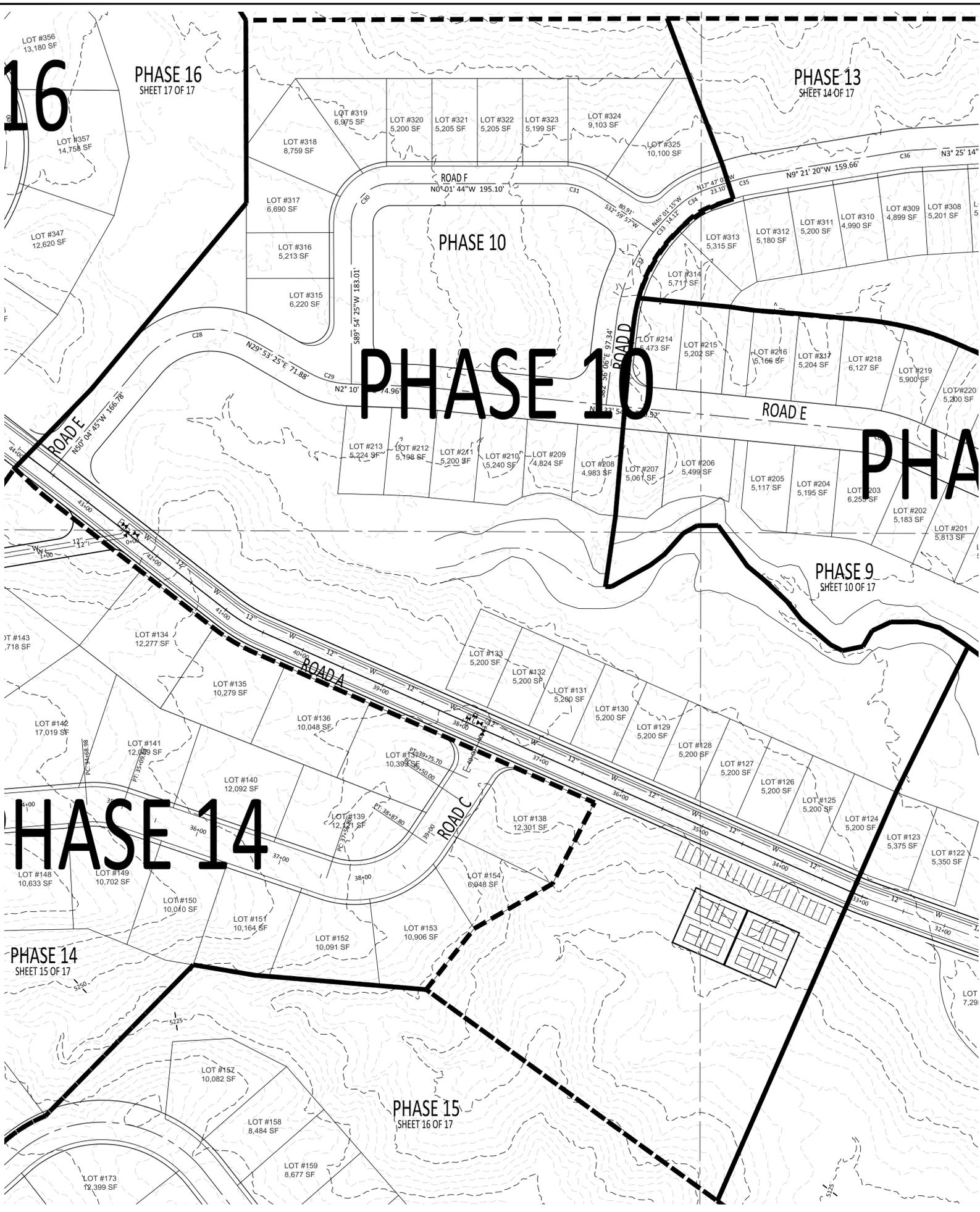
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DATE: 8/31/23
JOB NO.: 21-43

SCALE:
1"=60'

SHEET NO.:
9 OF 17

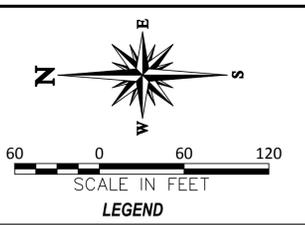
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SEE SHEET PHASE 14 FOR CONTINUATION SHEET 15 OF 17



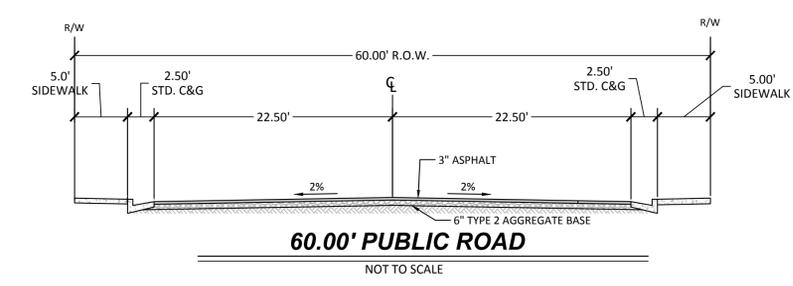
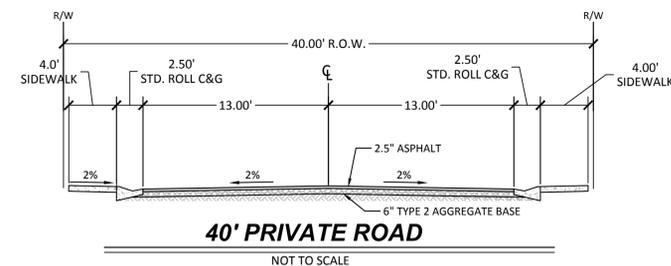
SEE SHEET PHASE 13 FOR CONTINUATION SHEET 14 OF 17

SEE SHEET PHASE 8 FOR CONTINUATION SHEET 9 OF 17



LEGEND

	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP



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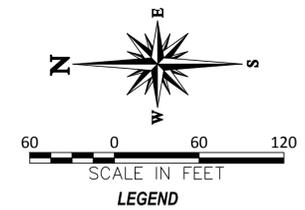
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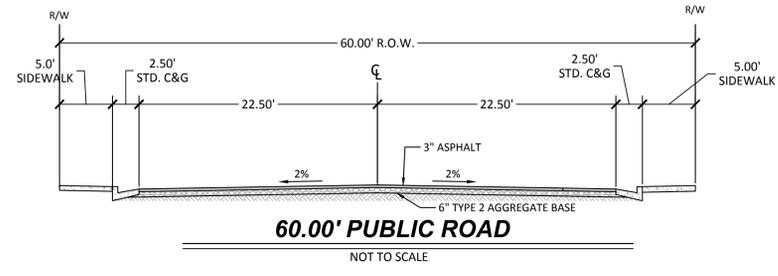
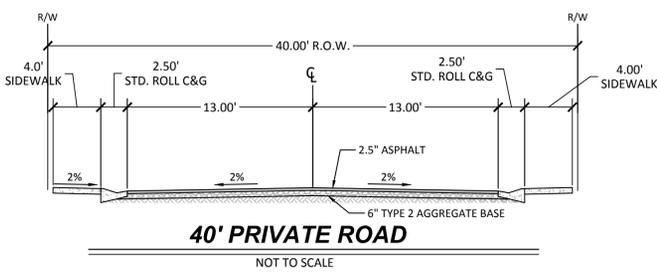
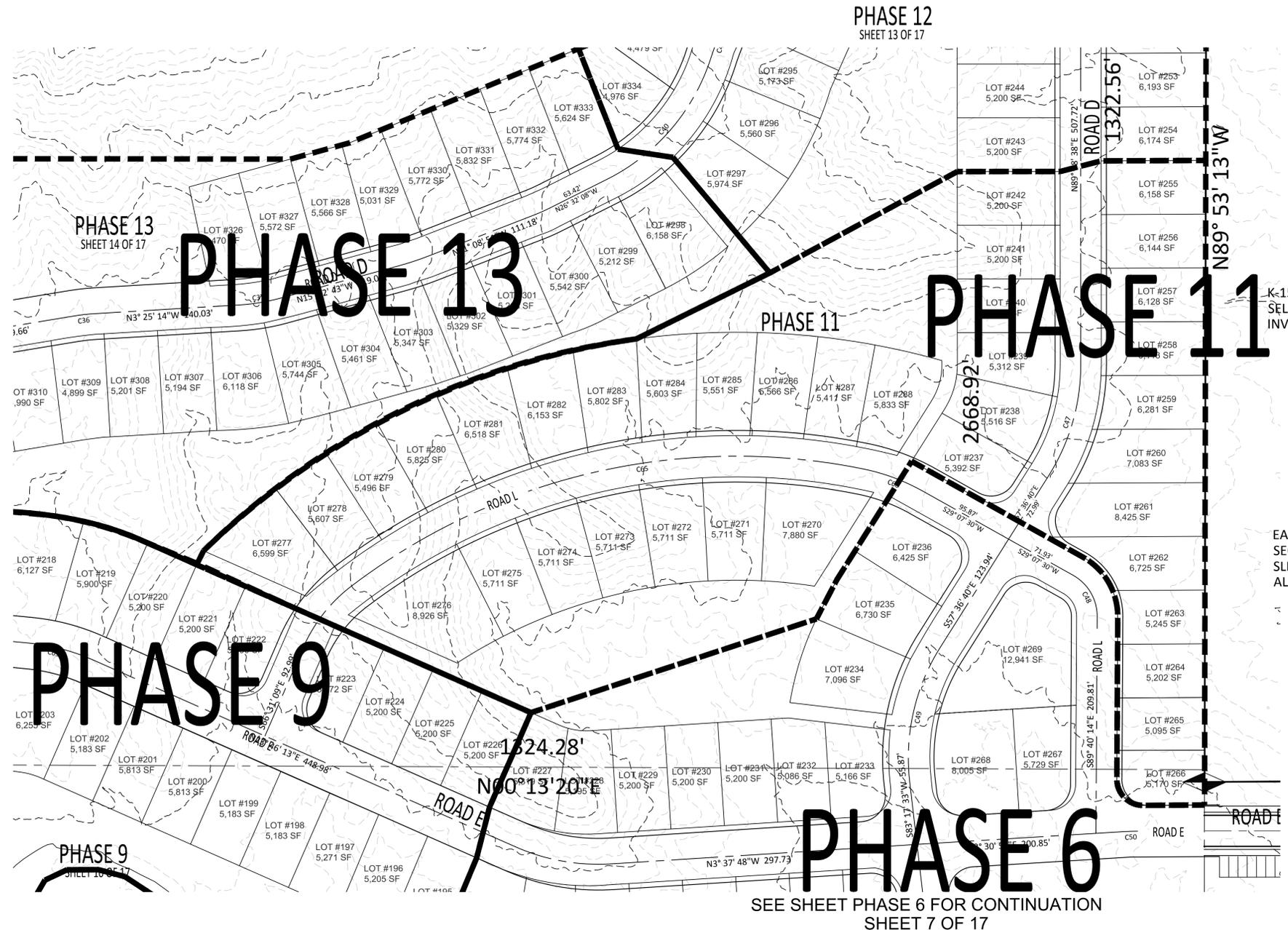


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DATE: 8/31/23
JOB NO.: 21-43
SCALE: 1"=60'
SHEET NO.: 10 OF 17



LEGEND

	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
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	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP



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ST. GEORGE, UTAH 84770
(435) 628-4700 FAX (435) 628-4725

SITE PLAN PHASE 11 FOR HIDDEN CANYON SUBDIVISION PHASES 1-16

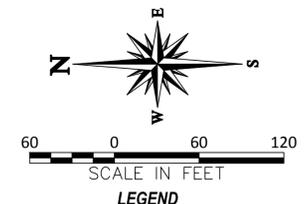
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DRAWN BY: SWB
DATE: 8/3/23
JOB NO.: 21-43

SCALE: 1"=60'

SHEET NO.: 11 OF 17



LEGEND

	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP

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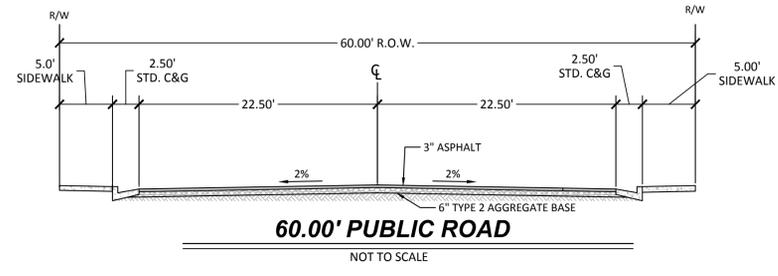
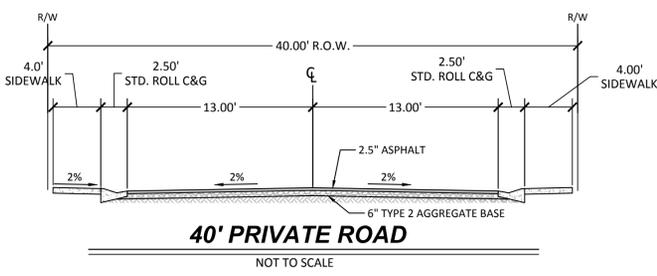
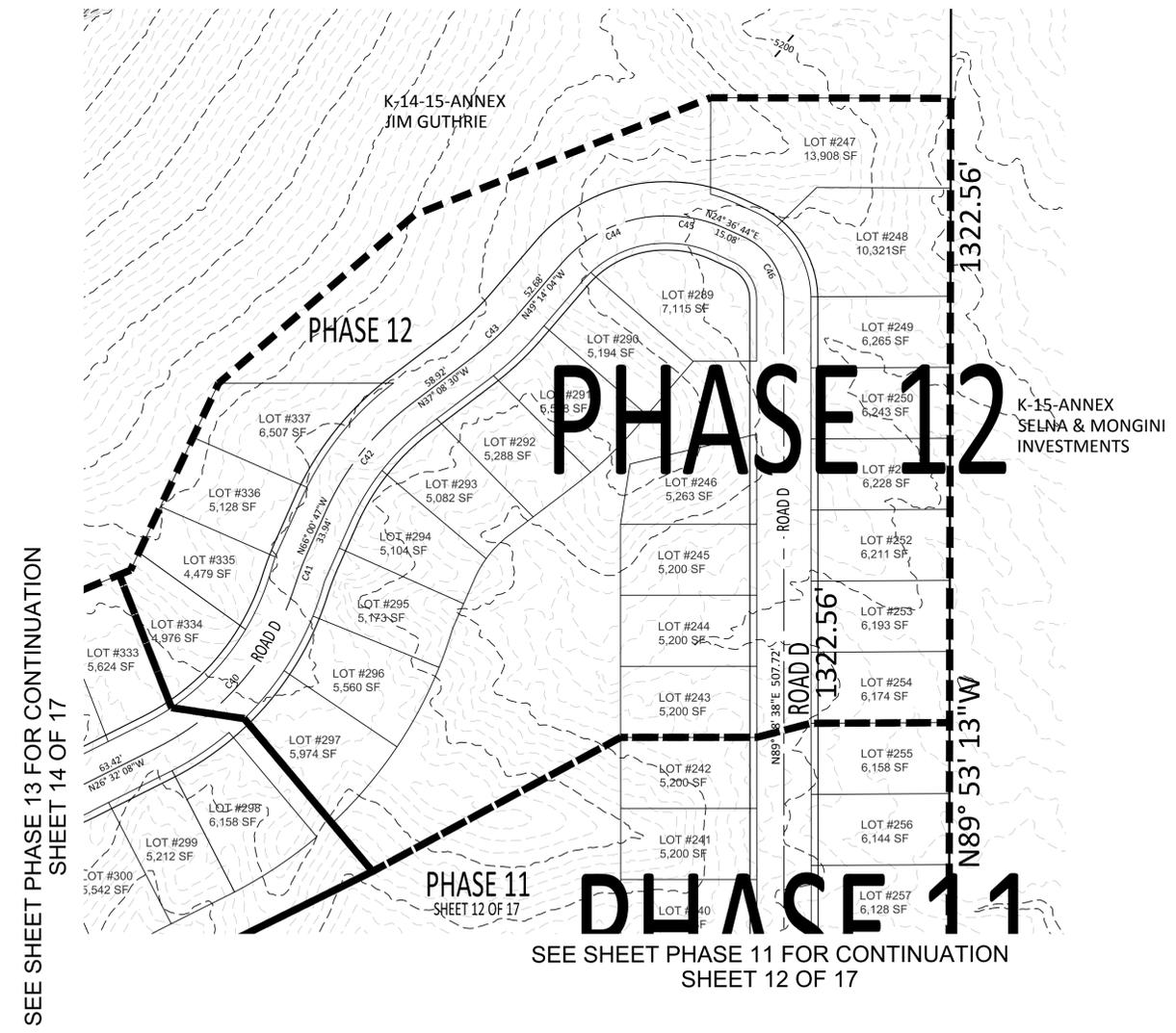
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 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T42S, R16W, S.L.B.&M. KANAB, UTAH



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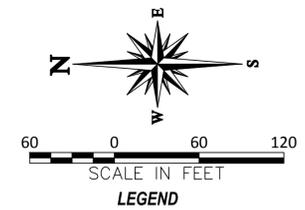
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GENERAL NOTES

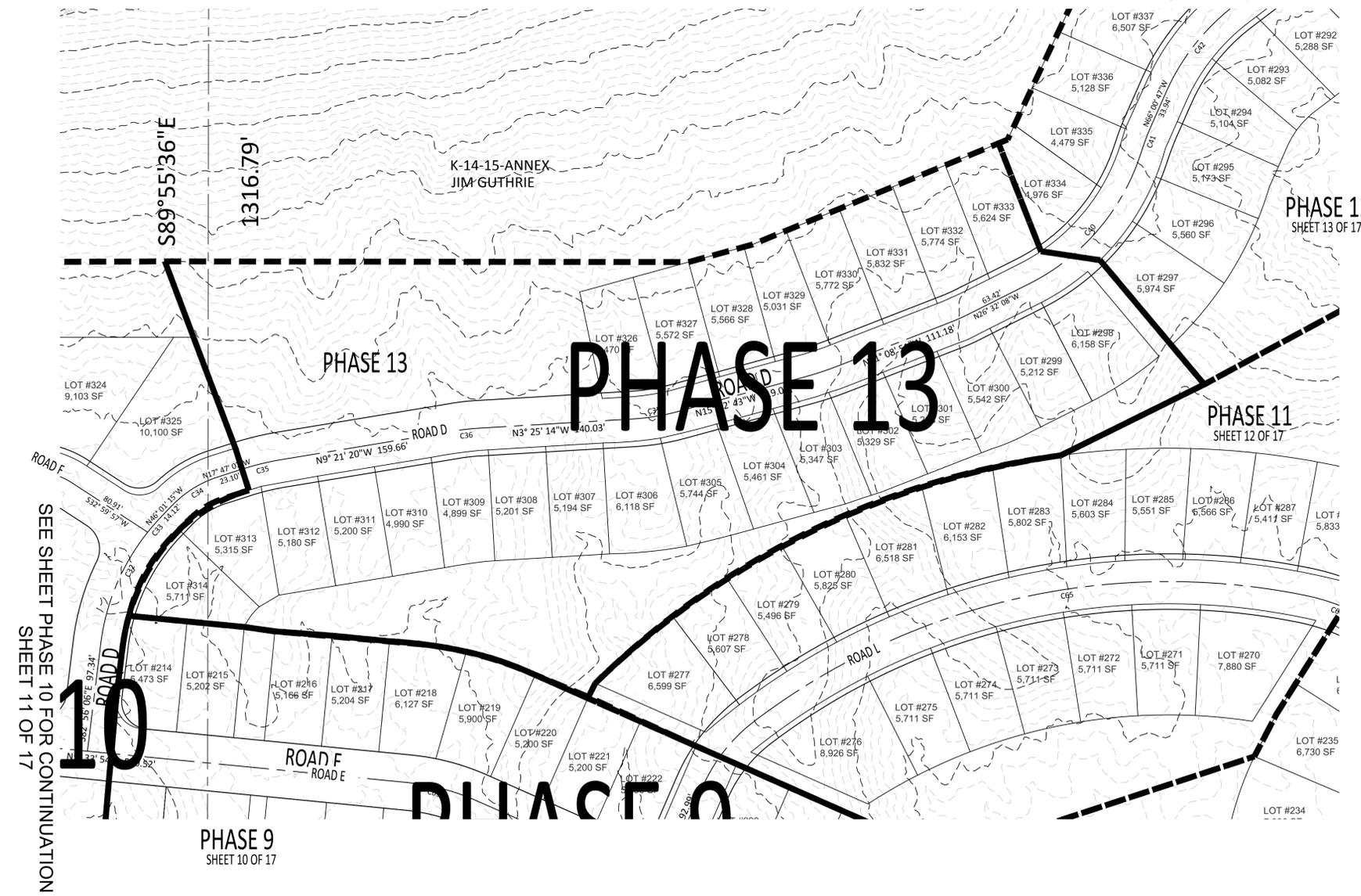
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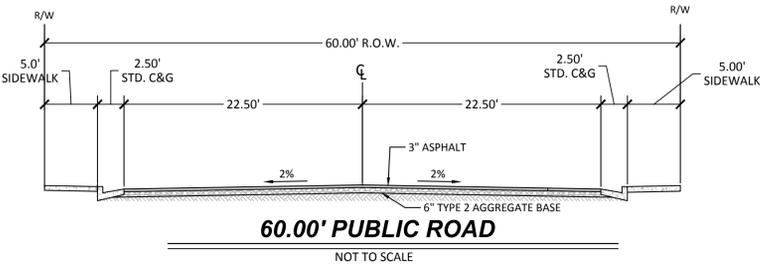
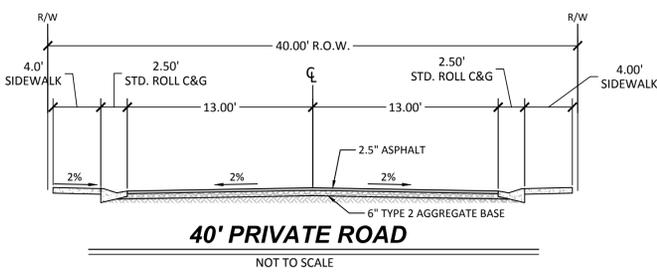
LEGEND

	SUBJECT PARCEL BOUNDARY
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	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP

SEE SHEET PHASE 12 FOR CONTINUATION
SHEET 13 OF 17



SEE SHEET PHASE 10 FOR CONTINUATION
SHEET 11 OF 17



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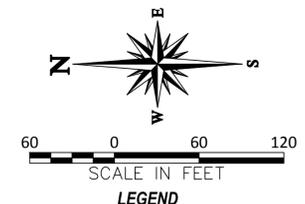
SITE PLAN PHASE 13 FOR HIDDEN CANYON SUBDIVISION PHASES 1-16
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DATE: 8/31/23
JOB NO.: 21-43

SCALE: 1"=60'

SHEET NO.: 13 OF 17



LEGEND

	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
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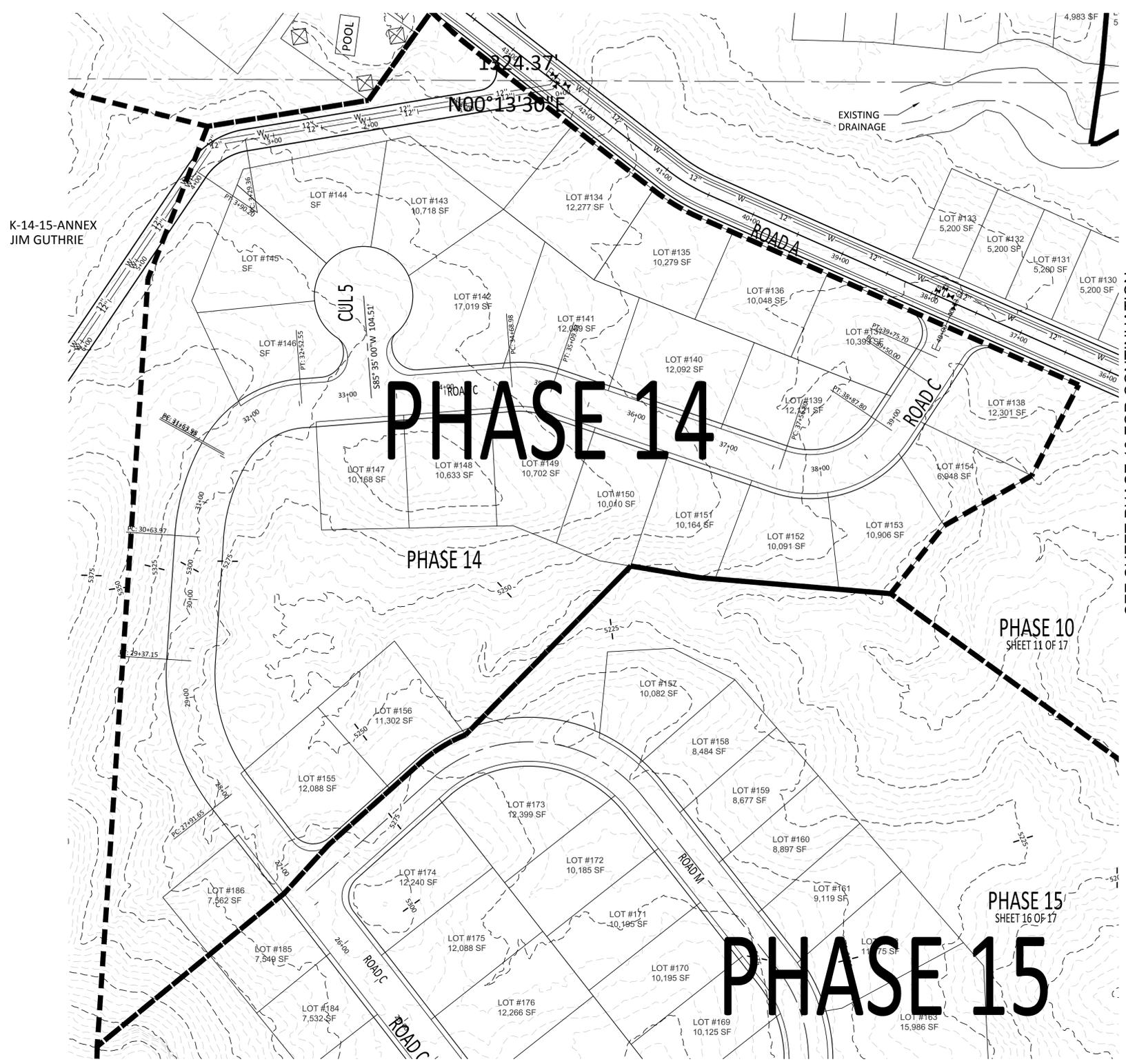
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 T42S, R16W, S.L.B.&M. KANAB, UTAH



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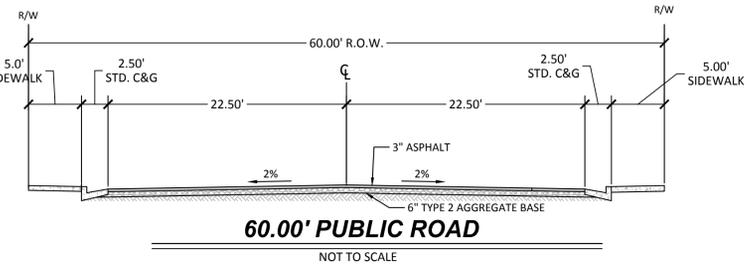
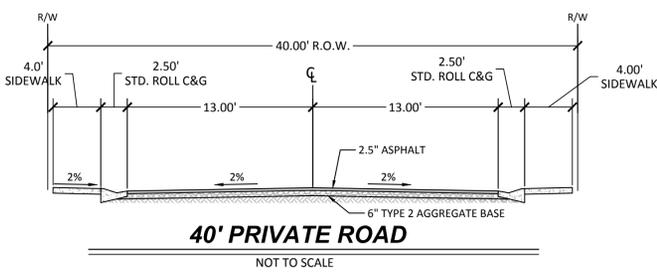
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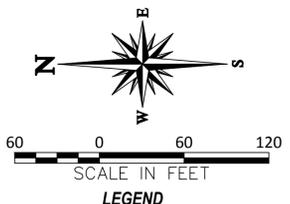
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GENERAL NOTES

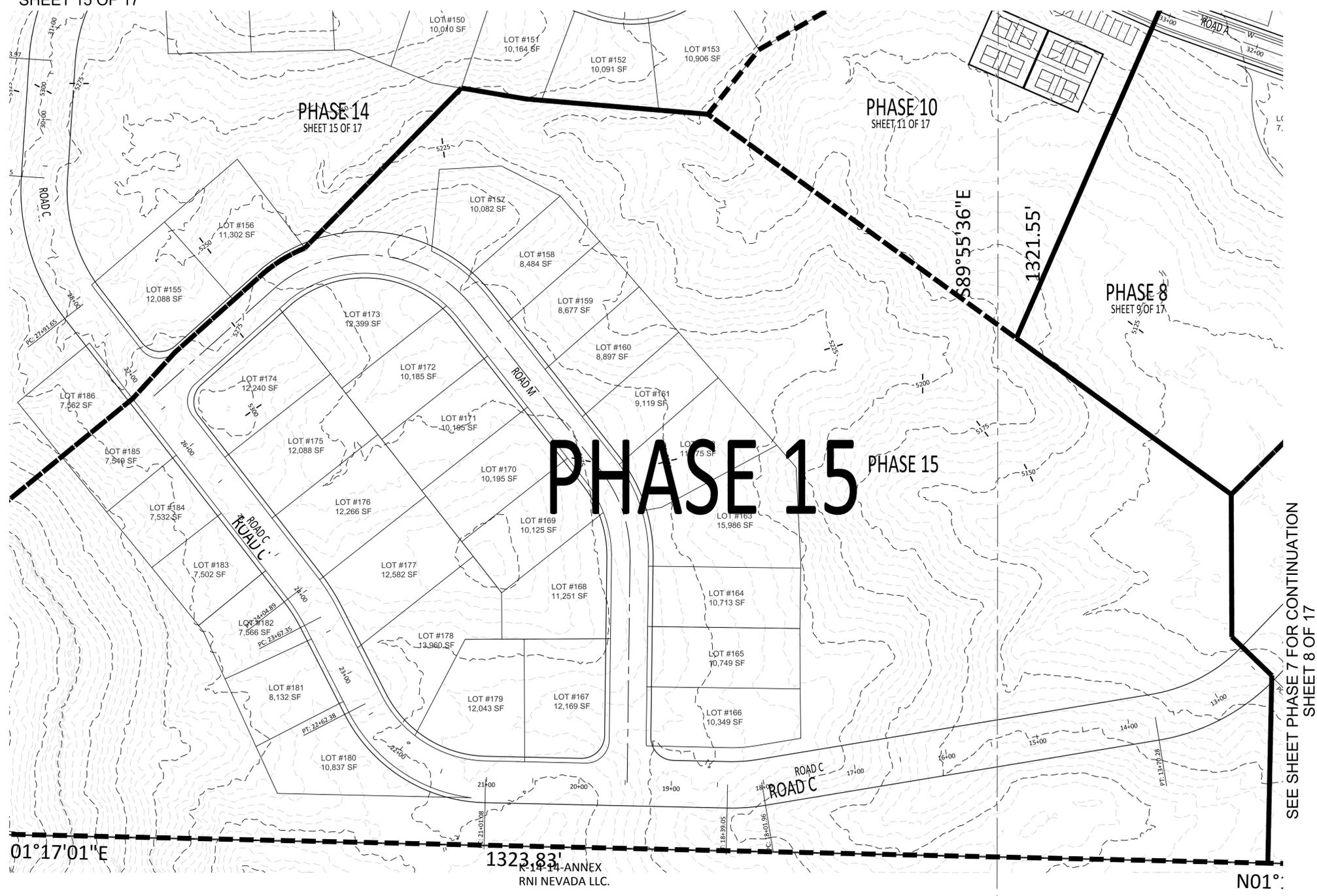
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SEE SHEET PHASE 14
FOR CONTINUATION
SHEET 15 OF 17



LEGEND

	SUBJECT PARCEL BOUNDARY
	ADJACENT PROPERTY LINE
	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP



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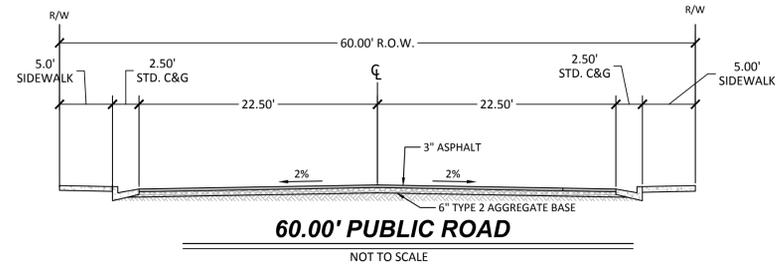
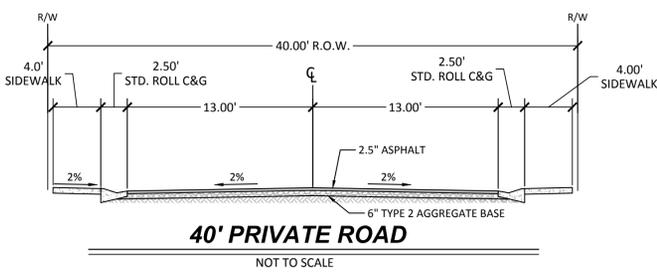
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SITE PLAN PHASE 15
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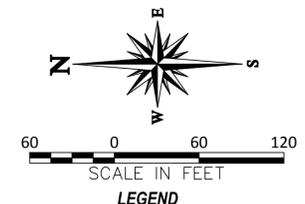
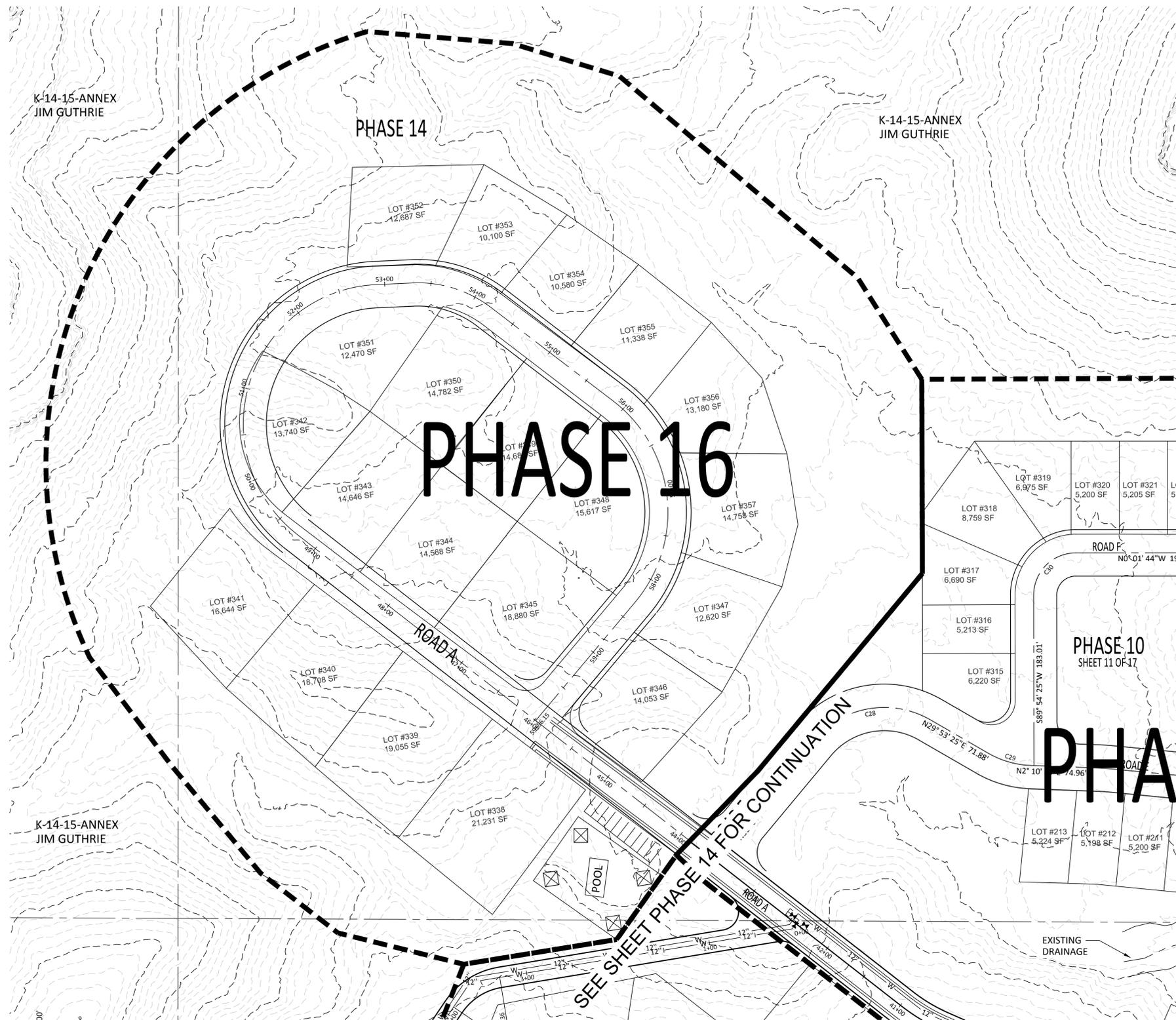
SCALE:
1"=60'

SHEET NO.:
15 OF 17



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	SECTION LINE
	CENTERLINE
	PHASE LINE
	SECTION CORNER
	EXISTING 8" WATER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 8" SEWER LINE
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	PROPOSED WATER VALVE
	TYPICAL ADDRESS
	RIP RAP

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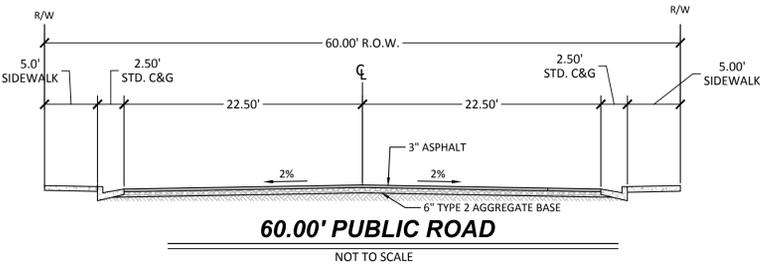
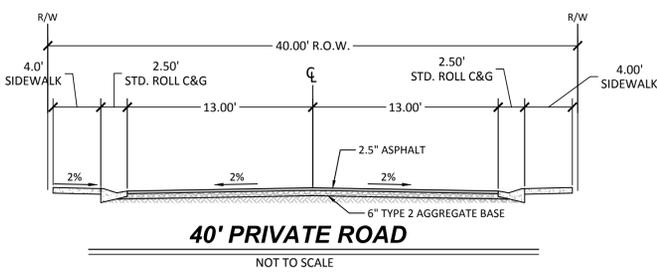
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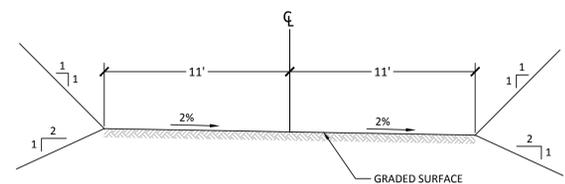
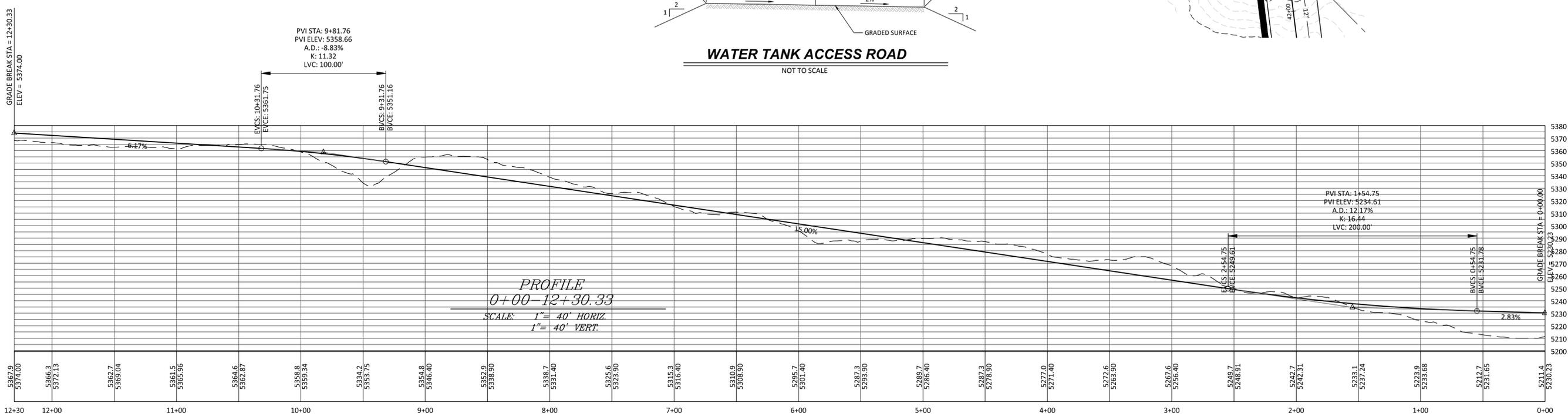
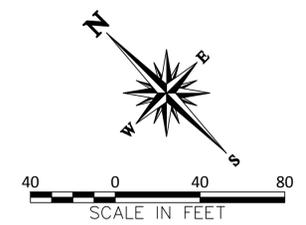
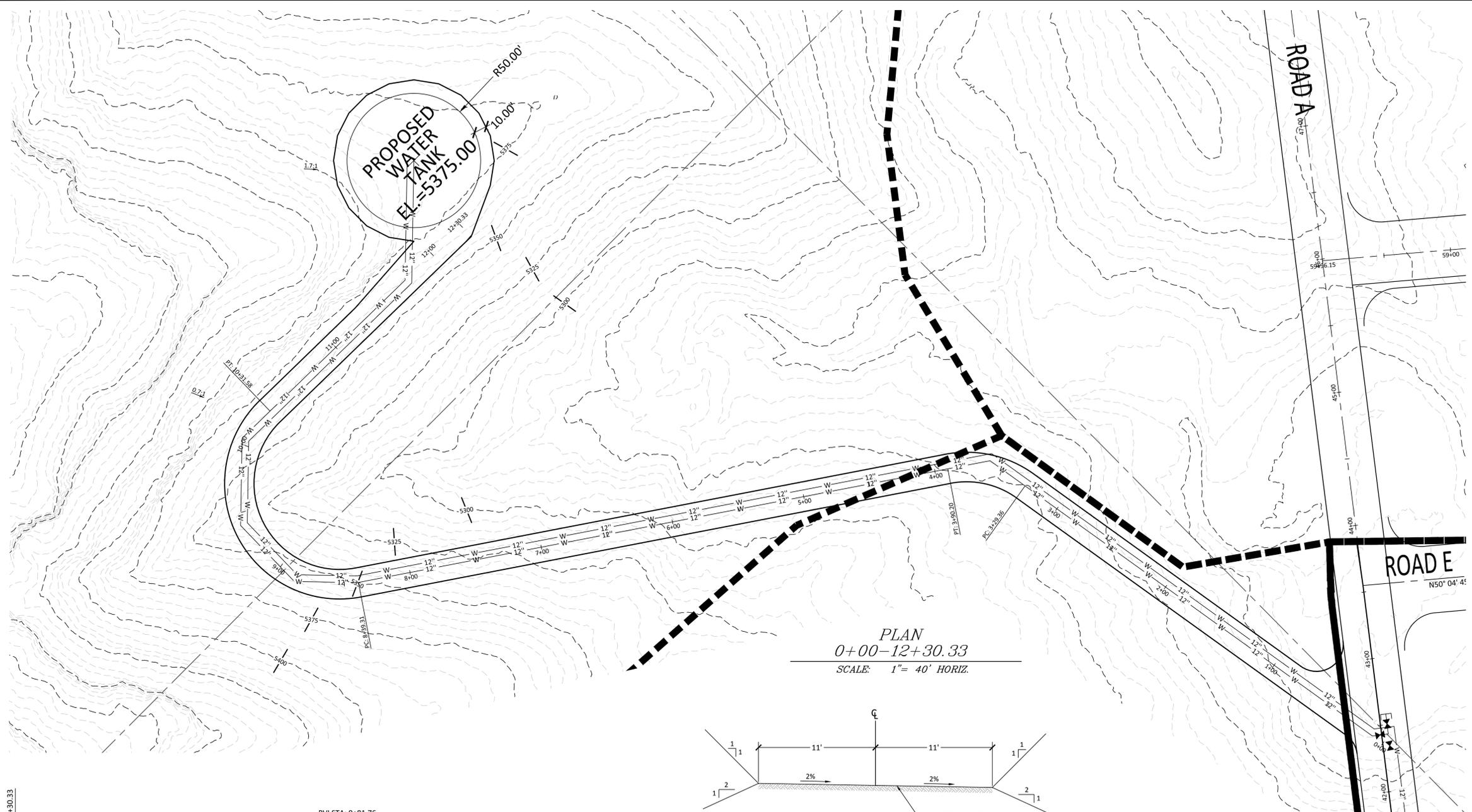
SCALE:
1"=60'

SHEET NO.:
16 OF 17



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OFFSITE GRADING PLAN
 FOR
HIDDEN CANYON SUBDIVISION
 LOCATED IN THE NW 1/4, SEC 35, AND THE W 1/2 SEC 26
 T-42S, R16W, S.L.B.&M. KANAB, UTAH



CHECKED BY: SK
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SCALE:
1"=40'

SHEET NO.:
17 of 17

CITY OF KANAB

PUBLIC SAFETY IMPACT FEE FACILITIES PLAN

2024



KANAB
— UTAH —



KANAB
— UTAH —

PREPARED BY



City Council

Arlon Chamberlain
Scott Colson
Chris Heaton
Boyd Corry
Peter Banks

Mayor: Colten Johnson

City Manager: Kyler Ludwig

Public Works Director: Jake Dutton

Treasurer: Danielle Ramsay

Kelvin C. Smith, P.E.
Project Engineer

Ryker Jensen
Project Analyst

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APPENDICES

Appendix A – Maps

Appendix B – Financial Analysis

Appendix C – Impact Fee Certification

1. EXECUTIVE SUMMARY

1.1 Introduction

The primary objective of this study is to establish updated plans to guide the development of future public safety system improvements through modeling the system existing conditions, creating a 10-year action plan, and a longer term 20-year action plan. The outcome of the study will be recommended improvements, new facilities, estimated project costs, a maximum allowable impact fee, an impact fee schedule, recommended user rate schedule, and projected cash flow for Kanab's public safety services.

1.2 User Analysis

Table 1 shows historic annual growth rates of 0.6%-5.4%, with an average of 3%. Projected annual growth rates for this study are shown in Table 2 as 3% for 10 years (2023-2032) then 2% for the next 10 years (2033-2043). For this study, it is assumed that residential and commercial (or non-residential) growth will occur at the same rate.

- 2023 population – 5,314
- 2033 estimated population – 7,142
- 2043 estimated population – 8,706

1.3 Existing Facilities Inventory

Kanab City currently has one police station housed in a rented building, one main fire station, and one fire substation. These facilities provide public safety services for the City and support services outside The City on an emergency basis.

1.4 System Analysis

Civil Science has collected data about the location and size of each station and performed a spatial analysis as well as a travel time analysis for the service area of each station. In addition, data was collected and analyzed regarding the fire truck tank and pump capacities. An analysis of the existing level of service for both fire and police as well as truck capacities are shown below:

Description	Size [sf]	Description	Size [sf]
Police Station	3,300	Police Station	3,300
Total Area	3,300	Total Area	3,300
Population (2023)	5,285	Population (2023)	5,285
LOS (sf/1000)	624.4	LOS (sf/1000)	624.4

Name	Type	Pump Capacity (GPM)	Tank Capacity (Gal)
E21	2008 American LaFrance Type 1	1500	1000
E22	1998 American LaFrance Type 1	1050	900
E23	2020 BME Type 3	1000	500
E24	2007 BME Type 3	200	300
L21	1982 Truck Cab Ladder 75'	1500	500
Total		5,250	3,200
Population (2023)		5,285	5,285
LOS/1000 Citizens		993.39	605.50

1.5 Summary of Recommended Improvements

The level of service demands shown below maintain the existing level of service with respect to square-foot of station space per 1,000 residents. As development growth occurs, additions will be needed for the public safety system to maintain its current level of service.

Police Station Demand	
Population (2033)	7,034
10-yr Pop. Increase	1,749
10-yr Demand Increase [sf]	1,091.9
Population (2043)	8,574
20-yr Pop. Increase	3,289
20-yr Demand Increase [sf]	2,053.7

Fire Station Demand	
Population (2033)	7,034
10-yr Pop. Increase	1,749
10-yr Demand Increase [sf]	3,970.4
Population (2043)	8,574
20-yr Pop. Increase	3,289
20-yr Demand Increase [sf]	7,467.9

Fire Truck Pump Demand	
Population (2033)	5,285
10-yr Pop. Increase	1,749
10-yr Demand Increase [GPM]	1737.0604
Population (2043)	5062.29031
20-yr Pop. Increase	3,289
20-yr Demand Increase [GPM]	3267.1876

Fire Truck Tank Demand	
Population (2033)	5,285
10-yr Pop. Increase	1,749
10-yr Demand Increase [Gal]	1058.7797
Population (2043)	8,574
20-yr Pop. Increase	3,289
20-yr Demand Increase [Gal]	1991.4287

Project Name	Projected Year	Inflation 3%		Impact Fee Eligible %	Impact Fee Eligible Cost
		2023 Cost	Inflated Cost		
New Police Station	2026	\$7,005,405	\$7,654,995	34%	\$2,602,491
Ladder Truck	2028	\$1,500,000	\$1,738,911	100%	\$1,738,911
Offsite Police Storage Facility	2028	\$529,463	\$613,793	100%	\$613,793
IFFPA 5 Yr	2028	\$20,500	\$23,765	100%	\$23,765
Ranchos Fire Station Remodel	2032	\$600,000	\$782,864	0%	\$0
IFFPA 10 Yr	2033	\$20,500	\$27,550	100%	\$27,550
Total		\$9,675,868	\$10,841,879		\$5,006,510

1.6 Financial Viability

Kanab City does not currently charge monthly user rates for fire and police protection, but it reestablished impact fees in 2018 to help support future growth in the public safety system. The impact fee eligible funds are shared by the residential and non-residential buildings but are split based on emergency calls as reported by Kanab City. The only exception to this rule is the new ladder truck, which must be completely funded by non-residential development per current Utah Impact Fee Act. It is assumed that one non-residential equivalent residential connection (ERC) is equivalent to 2,000 square-feet of building area.

The maximum allowable impact fee for residential buildings is \$2,626.57. Commercial buildings should be charged the greater of the maximum allowable impact fee of \$3.21 per square feet of total building area. The cash flow in Appendix C illustrates that if these fees are established by the City as presented, all recommended improvements can be constructed.

Public Safety Impact Fee Cost Share	
Total 10-year Cost	\$2,404,019
Residential	Non-Residential
Ladder Truck Costs	
\$ -	\$ 2,602,490.67
63.1%	36.9%
\$ 1,516,936.29	\$ 3,489,573.86
785 ERC	919,062 sq-ft
\$1,932.40 /ERC	\$3.80 /sq-ft

*Assumed 2,000 sq-ft per ERC for non-residential ERCs. Analysis is based on a 10-year period. Percentage split based on Residential vs. Non-Residential projected growth.



Kanab Fire Station

2. INTRODUCTION

2.1 Purpose and Scope

The primary objective of this study is to update the plans established in 2018 to guide the development of future Kanab City public safety facility improvements. This study includes an evaluation of existing conditions, as well as a 10-year and 20-year action plan. The analysis supporting these action plans details the state of the facilities as they are now (existing capacity) and shows how much growth can be allowed while providing an adequate level of service to existing customers.

Kanab City operates on the premise that it seeks to provide superior police and fire service to residents and enterprises within its service area. The study area incorporates updated zoning conditions consistent with recent City planning. Given the purpose and need described above, the following were key elements contemplated in the scope of work for this project:

- Perform a user analysis, establish an anticipated growth rate within the City's service area boundary, identify focused or pending development areas, establish population projections based on anticipated growth rate, and review and determine existing and future demographics of the City.
- Conduct a public open house/town hall meeting, provide technical documents as required and present draft impact fee facilities plans to the City Council.
- Update the system inventory to establish what the City has:
 - Gather and analyze existing public safety facilities data.
 - Inventory the existing public safety facilities based on classification, ownership, status, and area
- Review and establish the level of service standards for public safety facilities.
- Determine existing level of service for public safety facilities.
- Establish, with input from the City, the desired level of service for public safety facilities.
- Perform a system analysis to determine how to get what the City needs:
 - Complete a facility analysis against the industry standards.
 - Identify and provide recommendations for proposed improvements for public safety facilities based on desired levels of service.
 - Consider visions and goals for each facility.
 - Complete the analysis under existing, 10-year, and 20-year development conditions.
 - Develop a plan for improvement recommendations to the public safety facilities.
 - Ensure that recommendations for the public safety facilities integrate well with the existing system.
- Perform a system financial analysis to calculate the cost of improvements:
 - Prepare project descriptions and opinions of probable cost for recommended improvements.
 - Prepare an impact fee facility plan for the 10-year planning horizon with considerations for the 20-year planning horizon.
 - Identify facilities eligible to be funded with impact fees (full or partial).
 - Perform a financial viability analysis of the operations and management of the system based upon recent audits.
 - Prepare an impact fee analysis, calculate the maximum allowable impact fee, and issue an impact fee certification.

- Prepare a written IFFPA with results, summaries, and relevant appendix materials:
 - Prepare a public safety impact fee facilities plan draft for City Staff, Department Heads, and the City Council.
 - Publish a final written public safety impact fee facilities plan & analysis for the community.

2.2 Background Information

Kanab is the commercial center of a large farming, ranching and recreational area located in south central Utah. The City is the County seat of Kane County and has a long history as a film making and tourism hub. Nearby tourism destinations include multiple national parks and recreational areas such as Lake Powell. Kanab is located 7 miles north of the Arizona border on US 89A. For many years the community was one of the most isolated in the nation, being cut off from the east by the Colorado River. Today it is a tourist town inviting tens of thousands of visitors annually to enjoy the beauty of the area as well as its rich history.

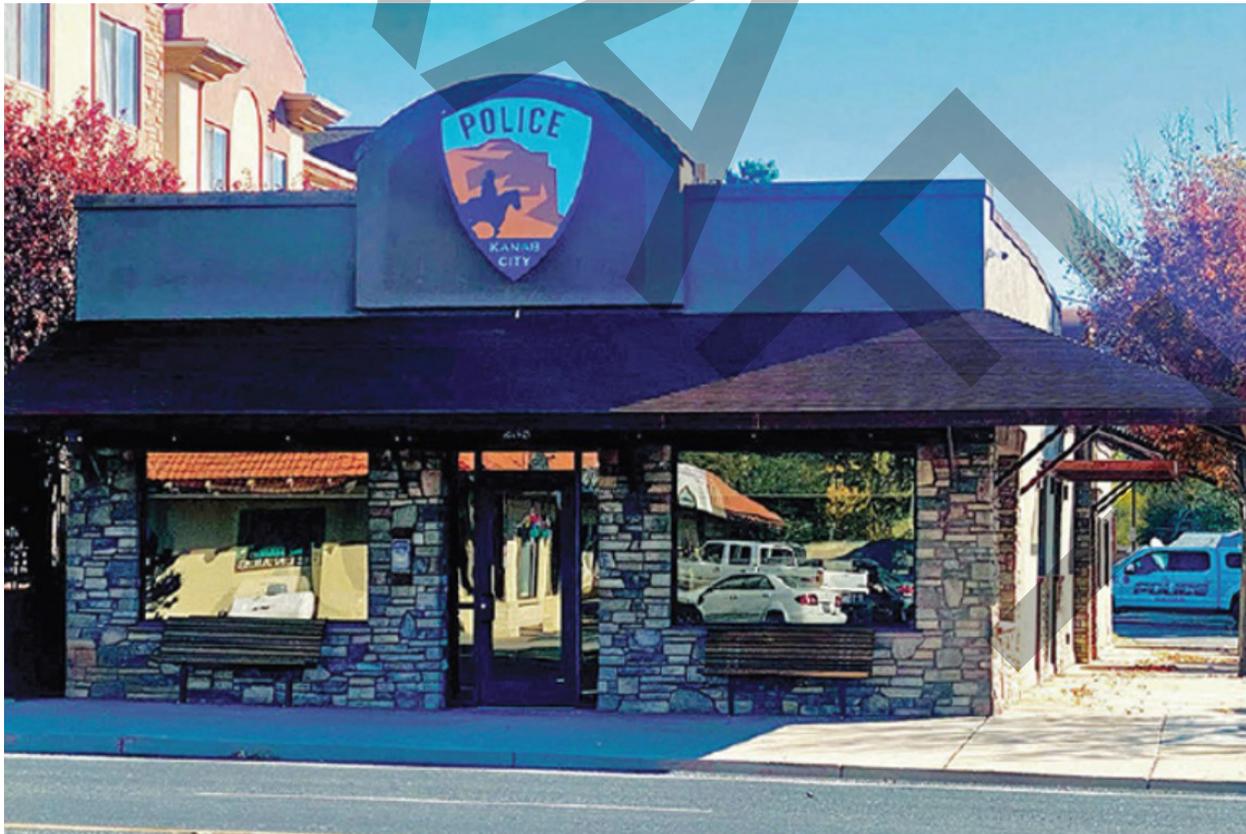
During the past several years, the City has completed projects as recommended in the 2018 IFFPA, helping to fulfill the City's goals in Public Safety. The main one was the addition to the Kanab Fire Station.

Now that many recommendations from the 2018 plan have been completed, the time has come for an updated IFFPA. This update will include the continued growth seen by the community these past 5 years, as well as a study of future developments and issues that may arise therein.

Governing documents/codes for this study include the existing Kanab City General Plan and all current Kanab zoning and development criteria.

2.3 Miscellaneous Resources

Resources used include Kanab parcel data, Kanab road network data, Kanab City Staff, Federal and State census information, the Impact Fees Act established under Utah State Code, and Kanab City Financial Statements.



Kanab Police Station

3. USER ANALYSIS

3.1 Planning Horizon

This analysis considers three planning horizons: existing conditions, 10-year, and 20-year scenarios. The existing condition scenario evaluates the facilities based on the number of Equivalent Residential Connections (ERC) the City currently serves. The 10-year and 20-year planning horizons evaluate potential deficiencies and plan for improvements needed to resolve any of those deficiencies. The goal of this plan is to identify the projects necessary to maintain the current level of service for public safety as the City continues to grow.

3.2 Historic Growth Rates

To properly analyze the 10-year and 20-year planning horizons, projections must be made regarding population. To estimate future growth rates, historical growth rates are examined. Table 1 analyzes past census data provided for The City. It shows the historic 10-, 20-, 30-, and 40-year average annual growth rates.

From this table we see that annual growth rates since 1980 have fluctuated from 0.6%-5.4%. The average annual growth rate over that time sits at 3.0%. It is worth noting that the 40-year average is up slightly, from 2.9% to 3.0%, since the last iteration of this report. This shows that while the growth rate was down in the 2010's, it has been on the rise in the few years since then.

Description	Year Period	Population	Growth
10-year Historic	1980	2148	-
10-year Historic	1990	3318	5.4%
10-year Historic	2000	3510	0.6%
10-year Historic	2010	4312	2.3%
10-year Historic	2020	4683	0.9%
20-year Historic	1980-2000	-	3.2%
20-year Historic	1990-2010	-	1.5%
20-year Historic	2000-2020	-	1.7%
30-year Historic	1980-2010	-	3.4%
30-year Historic	1990-2020	-	1.4%
40-year Historic	1980-2020	-	3.0%

Table 1: Historic Population and Growth Rates

3.3 Projected Growth Rate

The historical growth rates shown in the previous section allow for the forward projection of population growth. Based on analysis of years past, it is projected that Kanab City will continue to grow at a rate of 2-3% over the next 20 years. For that reason, a 3% growth rate is used to show growth over the next 10 years (2023-2032) and a 2% growth rate for the 10 years after that (2033-2043). A variety of factors affect growth rate, many of which will change with time.

3.4 Equivalent Residential Connection

Calculating an ERC provides a way to compare residential to non-residential users. ERC values are based on water use and are shown in this plan as building area. See the Kanab Water Impact Fee Facilities Plan and Analysis for more information on how this is calculated. It is assumed that one ERC equals 2,000 square-feet (sq-ft) of building area. This means that a 4,000 sq-ft commercial building is equivalent to two residences. Annual population, ERC, and growth rate projections for the 20-year planning horizon are available in Table 2. Commercial and non-residential will be used interchangeably for this report.

Year	Source	Population	Residential Connections	Non-Residential Connections	ERCs	Growth
2015	Census Est.	4,410	1,848	225	3,152	0.1%
2016	Census Est.	4,436	1,876	227	3,502	0.6%
2017	Census Est.	4,448	1,910	226	3,024	0.3%
2018	Census Est.	4,529	1,983	224	3,204	1.8%
2019	Census Est.	4,636	2,133	215	3,279	2.4%
2020	Census	4,683	2,201	263	3,551	1.0%
2021	Census Est.	5,000	2,236	271	3,973	6.8%
2022	Census Est.	5,131	2,304	271	3,652	2.6%
2023	Estimate	5,285	2,373	279	3,761	3.0%
2024	Estimate	5,443	2,444	288	3,874	3.0%
2025	Estimate	5,607	2,518	296	3,990	3.0%
2026	Estimate	5,775	2,593	305	4,110	3.0%
2027	Estimate	5,948	2,671	314	4,233	3.0%
2028	Estimate	6,127	2,751	324	4,360	3.0%
2029	Estimate	6,310	2,834	333	4,491	3.0%
2030	Estimate	6,500	2,919	343	4,626	3.0%
2031	Estimate	6,695	3,006	354	4,765	3.0%
2032	Estimate	6,896	3,096	364	4,908	3.0%
2033	Estimate	7,034	3,158	371	5,006	2.0%
2034	Estimate	7,174	3,221	379	5,106	2.0%
2035	Estimate	7,318	3,286	386	5,208	2.0%
2036	Estimate	7,464	3,352	394	5,312	2.0%
2037	Estimate	7,613	3,419	402	5,419	2.0%
2038	Estimate	7,766	3,487	410	5,527	2.0%
2039	Estimate	7,921	3,557	418	5,637	2.0%
2040	Estimate	8,079	3,628	427	5,750	2.0%
2041	Estimate	8,241	3,700	435	5,865	2.0%
2042	Estimate	8,406	3,774	444	5,983	2.0%
2043	Estimate	8,574	3,850	453	6,102	2.0%

Table 2: Growth Rates

4. INVENTORY

4.1 Guidelines and Policies

Public safety station locations are typically based on travel time from the facility to the call location. Kanab has decided that travel times of 5-6 minutes are adequate for response times in the City. Stations also need sufficient space for employee offices, conference room, possible sleeping areas, and possible workout areas. Each station should best fit the needs of the department and the citizens of the City.

Recently, many cities have constructed new fire or police stations as multi-use or even inter-agency stations capable of housing a fire station and a police sub-station. This arrangement has been seen as an efficient use of space and construction costs, allowing public safety officers to be located at the best location to minimize travel time to the service area and possibly sharing construction costs between the different agencies.

4.2 Classification

Because of the size and simplicity of the public safety facilities in Kanab, the classifications should not be complicated. This study recommends a two-tiered approach of having a main station and then substations as needed. The main stations are where administrative and leadership staff are based, and the substations should reduce travel times to the service area. This approach may be applied to both the police and fire departments even though there is currently only one police station.

4.3 Existing Facilities

Kanab currently has one police station and two fire stations. Their names and building sizes are shown in Table 3 and Table 4.

Description	Size (sf)
Fire Station 1	9,900
Fire Station 2	1,833

Table 3: Existing Fire Stations

Description	Size (sf)
Police Station	3,300

Table 4: Existing Police Station

5. LEVEL OF SERVICE ANALYSIS

5.1 Existing Level of Service

It is standard practice to measure the level of service (LOS) of a public building facility in terms of building area per 1,000 citizens. Table 5 and Table 6 show the level of service of both the fire and police stations, respectively.

Description	Size [sf]
Police Station	3,300
Total Area	3,300
Population (2023)	5,285
LOS (sf/1000)	624.4

Table 5: Fire Level of Service

Description	Size [sf]
Police Station	3,300
Total Area	3,300
Population (2023)	5,285
LOS (sf/1000)	624.4

Table 6: Police Level of Service

For this plan update, the fire department's truck inventory was analyzed as well. With the expansion of the City and the aging of the existing trucks, the fire department has been considering adding to their fleet. Trucks were analyzed for both pump flow and tank capacity, with a LOS being found for the current population. The results of this analysis are shown in Table 7 below. In accordance with the Utah Impact Fee's Act, only funds collected from non-residential entities are eligible for use on ladder trucks. This is reflected later in the financial section, where cost analyses for residential and non-residential ERCs are split.

Name	Type	Pump Capacity (GPM)	Tank Capacity (Gal)
E21	2008 American LaFrance Type 1	1500	1000
E22	1998 American LaFrance Type 1	1050	900
E23	2020 BME Type 3	1000	500
E24	2007 BME Type 3	200	300
L21	1982 Truck Cab Ladder 75'	1500	500
Total		5,250	3,200
Population (2023)		5,285	5,285
LOS/1000 Citizens		993.39	605.50

Table 7: Fire Department Truck Capacities

The LOS is calculated by dividing the total building area by the number of citizens then multiplying that by a factor of 1,000 because the LOS is conventionally not lower than 1. The police department has a current LOS of 624 sq-ft of building space per 1,000 citizens. The fire department has a current LOS of 2,271 sq-ft of building space per 1,000 citizens. The goal for Kanab City is to maintain the current LOS as it continues to grow and expand. The current LOS is the target LOS moving forward.

5.2 Projected Level of Service

The projected LOS may also be seen as a demand for the planning horizons established in Section 3. Using the target LOS established previously, a future demand is calculated based on the population growth of the City for a given planning horizon and a calculated population increase.

The building area demands for the 10-year and 20-year planning horizons for the police department are shown in Table 8. This means that an increase of 1,092 sq-ft of police department space is impact fee eligible over the 10-year planning horizon to

serve the additional 1,749 citizens. Similarly, an increase of 2,053 sq-ft of police department space is impact fee eligible over the 20-year planning horizon.

The building area demands for the 10-year and 20-year planning horizons for the fire department are shown in Table 9. This means that an increase of 3,970 sq-ft of fire department space is impact fee eligible over the 10-year planning horizon to provide service for the additional 1,749 citizens. Similarly, an increase of 7,468 sq-ft of fire department space is impact fee eligible over the 20-year planning horizon.

Police Station Demand	
Population (2033)	7,034
10-yr Pop. Increase	1,749
10-yr Demand Increase [sf]	1,091.9
Population (2043)	8,574
20-yr Pop. Increase	3,289
20-yr Demand Increase [sf]	2,053.7

Table 8: Police Department Level of Service

Fire Station Demand	
Population (2033)	7,034
10-yr Pop. Increase	1,749
10-yr Demand Increase [sf]	3,970.4
Population (2043)	8,574
20-yr Pop. Increase	3,289
20-yr Demand Increase [sf]	7,467.9

Table 9: Fire Department Level of Service

The pump capacity demands for the 10-year and 20-year planning horizons for the fire department trucks are shown in Table 10. This means that an increase of 1,737 GPM in truck pump capacity is impact fee eligible over the 10-year planning horizon to provide service for the additional 1,749 citizens. Similarly, an increase of 3,267 GPM in truck pump capacity is impact fee eligible over the 20-year planning horizon.

The tank capacity demands for the 10-year and 20-year planning horizons for the fire department trucks are shown in Table 11. This means that an increase of 1,059 gallons in truck tank capacity is impact fee eligible over the 10-year planning horizon to provide service for the additional 1,749 citizens. Similarly, an increase of 1,991 gallons in truck tank capacity is impact fee eligible over the 20-year planning horizon.

Fire Truck Pump Demand	
Population (2033)	5,285
10-yr Pop. Increase	1,749
10-yr Demand Increase [GPM]	1737.0604
Population (2043)	5062.29031
20-yr Pop. Increase	3,289
20-yr Demand Increase [GPM]	3267.1876

Table 10: Fire Truck Pump Capacity LOS

Fire Truck Tank Demand	
Population (2033)	5,285
10-yr Pop. Increase	1,749
10-yr Demand Increase [Gal]	1058.7797
Population (2043)	8,574
20-yr Pop. Increase	3,289
20-yr Demand Increase [Gal]	1991.4287

Table 11: Fire Truck Tank Capacity LOS

Per the Utah Impact Fees Act, 11-36a-102-18, a fire suppression vehicle costing over \$500,000 can be defined as a “public safety facility.” Further, in section 11-36a-202-2(a), residential components of development may not pay for a fire suppression vehicle. The costs for the proposed ladder truck are entirely within the non-residential cost share of the impact fee eligible costs.

6. IMPACT FEE FACILITIES PLAN

6.1 Growth Impact

The impact that development has on public safety facilities is three-fold: space, location, and capacity. The demands for the target LOS address the space needed and were calculated in Section 5. To achieve the target travel time to call locations, stations should be regularly spaced throughout the City and be incorporated into neighborhoods along major roads. Travel time maps and buffer maps in Appendix A show current spacing and accessibility of the public safety facilities.

6.2 Facilities Plan

Year	Project Names	Project Descriptions
2026	Future Police Station	Future Police Station to be built at the intersection of 300 N and Main St.
2028	New Ladder Truck	New Ladder Truck to be bought for the fire station on US-89A
2028	Offsite Police Storage Facility	New police storage facility to be built at the city property off Chinle Dr.
2032	Ranchos Fire Station Remodel	Remodel the smaller fire station off S Powell Dr.
2043	New Multimodal Facility	New facility off HWY 89 west of town, capable of housing police, fire, and EMS services.

Table 12: 20-Year Horizon Project Descriptions

Kanab plans to build a new police station on existing city property within the next 10 years. The fire department also plans to purchase a taller ladder truck to access and service the increasing number of multi-story hotels and apartments within Kanab. Future plans also include remodeling the Ranchos Fire Station and a new multimodal facility near the east city boundary to possibly house fire, police, and sheriff.

6.3 Key Considerations

Constructing facilities larger than the LOS demands calculated means that they would be partially impact fee eligible and not have all construction costs covered by impact fees. For that reason, impact fee eligible percentage has been calculated. The percentages are based on planned square footage for each facility, divided by the total calculated square footage needed to maintain levels of service. The impact fees will be used to pay fully for the offsite police storage facility, with whatever remains being used for the new police station. The new multimodal facility is not included in the calculations as it is projected beyond the 10-year timeframe.

The other important consideration is the new ladder truck. As previously stated, it is only eligible for funds received from non-residential impact fees. For that reason, calculated impact fees will be higher for non-residential.

7. FINANCIAL VIABILITY

7.1 Cost Analysis

Civil Science has prepared cost estimates for each of the projects identified in Table 12. While only for planning, each cost estimate captures anticipated construction costs including mobilization and demobilization, project record documents, traffic and temporary controls, materials and sampling, construction layout & staking, professional services, materials, labor, and contingencies. The projects were organized in a manner where costs are not shared between two different projects. This allows for better understanding of a singular project's costs versus showing all the projects in an abbreviated cost estimate format. Table 14 shows project costs in future dollars.

7.2 Project Phasing

Recommended improvements were assigned a time frame in which the projects are expected to be needed based on growth projections, localized growth, and available impact fee funds as shown in the cash flow. Table 13 shows the recommended improvement within a 10-year period along with the projected year of construction and costs in 2023 dollars plus inflation.

Project Name	Projected Year	Inflated Cost
New Police Station	2026	\$7,654,995
Ladder Truck	2028	\$1,738,911
Offsite Police Storage Facility	2028	\$613,793
IFFPA 5 Yr	2028	\$23,765
Ranchos Fire Station Remodel	2032	\$782,864
IFFPA 10 Yr	2033	\$27,550
Total		\$10,841,879

Table 13: Cost Estimate Summary

In all cases, the improvements are planned to support continuing growth within the next ten years and are planned for implementation at times when the growing population base can theoretically generate enough revenue to fund the projects or pay off the loans associated with impact fee eligible projects. It should be noted that growth in the study area may occur at a rate faster or slower than that predicted in the cash flow analysis. If growth occurs at a faster rate, more funds will be available to construct the projects at an earlier schedule than that specified by the phasing projections. On the other hand, if growth slows more than expected, implementation of the projects should be delayed until the population base can fund the improvements.

7.3 Impact Fee Analysis

Impact fees for Kanab City were reestablished in 2018, with the understanding that they would be reevaluated every 5 years. The purpose of this report is to revisit the City's public safety system and establish adjustments to the impact fees based on changes in situation and future projections.

The proposed public safety impact fee was calculated based on the estimated costs, projected construction year, inflation, and impact fee eligibility. Project impact fee eligibility is based on whether the project exceeds or maintains the established LOS. The impact fee eligible costs are presented in Table 13. Impact fee eligible costs are based on inflated costs and impact fee eligibility.

Project Name	Projected Year	Inflation		Impact Fee Eligible %	Impact Fee Eligible Cost
		2023 Cost	3% Inflated Cost		
New Police Station	2026	\$7,005,405	\$7,654,995	34%	\$2,602,491
Ladder Truck	2028	\$1,500,000	\$1,738,911	100%	\$1,738,911
Offsite Police Storage Facility	2028	\$529,463	\$613,793	100%	\$613,793
IFFPA 5 Yr	2028	\$20,500	\$23,765	100%	\$23,765
Ranchos Fire Station Remodel	2032	\$600,000	\$782,864	0%	\$0
IFFPA 10 Yr	2033	\$20,500	\$27,550	100%	\$27,550
Total		\$9,675,868	\$10,841,879		\$5,006,510

Table 14: Impact Fee Calculations

An impact fee schedule is established for residential and non-residential developments based on ERCs, with a caveat made for the ladder truck. As can be seen in Table 15, the total cost of the projects is \$2,404,019 not including the new ladder truck. Of this, 63% will be paid for by residential impact fees and 37% by non-residential impact fees. The ladder truck was added entirely to the non-residential calculation. A 2,000 sq-ft area per ERC was assumed for the non-residential calculations.

Public Safety Impact Fee Cost Share	
Total 10-year Cost	\$2,404,019
Residential	Non-Residential
Ladder Truck Costs	
\$ -	\$ 2,602,490.67
63.1%	36.9%
\$ 1,516,936.29	\$ 3,489,573.86
785 ERC	919,062 sq-ft
\$1,932.40 /ERC	\$3.80 /sq-ft

*Assumed 2,000 sq-ft per ERC for non-residential ERCs. Analysis is based on a 10-year period. Percentage split based on Residential vs. Non-Residential projected growth.

Table 15: Impact Fee Schedule

The maximum allowable impact fee for residential buildings is \$1,932.40. Commercial buildings should be charged the greater of the maximum allowable impact fee of \$3.80 per square feet of total building area or the residential maximum allowable impact fee of \$1,932.40, whichever is greater. This is presented in Table 15.

As required by the Utah Impact Fees Act, an Impact Fee Certification is included in Appendix D. It states that this analysis was done in accordance with the Impact Fees Act and its requirements.

Rules regarding the use of impact fees are covered by the Impact Fees Act. Generally, impact fees may only be used for facility improvements that are required to service new development within the existing level of service, to meet expected service requirements, and are included in this Impact Fee Facilities Plan. Impact fees must be used within six years of payment or they must be paid back. Alternative sources of revenue such as grants or shared construction costs should be investigated to reduce the financial burden of the City and its new residents.

7.4 Cash Flow Analysis

Kanab City does not have a user rate for public safety related uses, nor does it plan to start charging a user rate. No user rate analysis was needed for this study.

A cash flow analysis for a 20-year planning horizon was completed to show how the 10-year planning horizon improvement

projects could be implemented, to show possible trends in impact fee and cash fund balances. Initial data for the cash flow analysis was taken from Kanab City audits for fiscal years 2020-2022. Values projected through the analysis are based on growth, interest, and inflation trends determined during the process of the study. It should be noted that the analysis is a general forecast only and will vary with the speed and pattern of development in The City. The entire cash flow analysis is included in Appendix C.

The following section is the expenses section which attempts to quantify all the expenses incurred by the public safety facilities. Included in the expenses section are the operation and maintenance costs, existing debt service costs and new debt service costs. The difference between the total revenues and total expenses is the net cash flow.

Total revenues and total expenses are broken down into impact fee and cash fund categories. This was done to help show that adequate funds would be available over the course of the projection period.

A system improvement implementation schedule for the next twenty years was included at the end of the cash flow analysis, this shows how the impact fee facilities plan improvement projects were incorporated into the cash flow analysis.

Other Financing Options

Where possible, Kanab should seek alternative financing for projects in order to reduce the financial burden of consumers in the form of lower user rates or lower impact fees. Kanab's public safety services is in good financial health and is currently able to maintain a positive cash flow for the duration of the analysis. Grant or loan options available to Kanab City are included below:

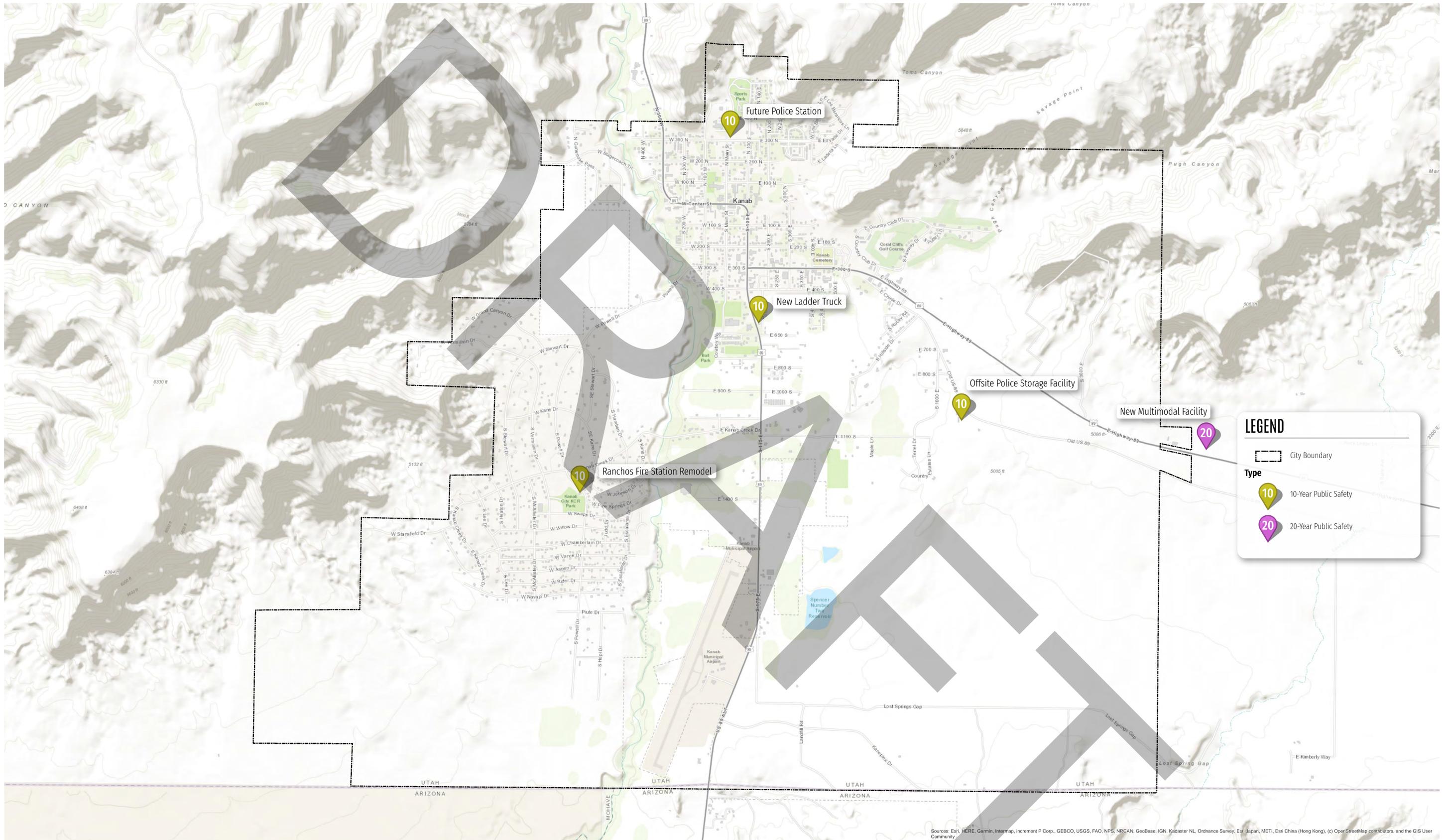
- Permanent Community Impact Fund Board (CIB)
- Utah Community Development Block Grant (CDBG)
- USDA Rural Development (RD)
- Interfund loans



APPENDIX A

MAPS

DRAFT



PROPOSED PUBLIC SAFETY PROJECTS MAP



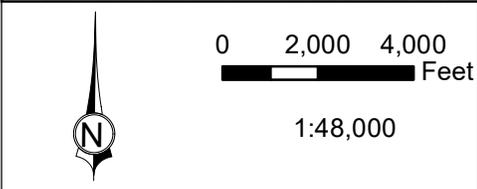
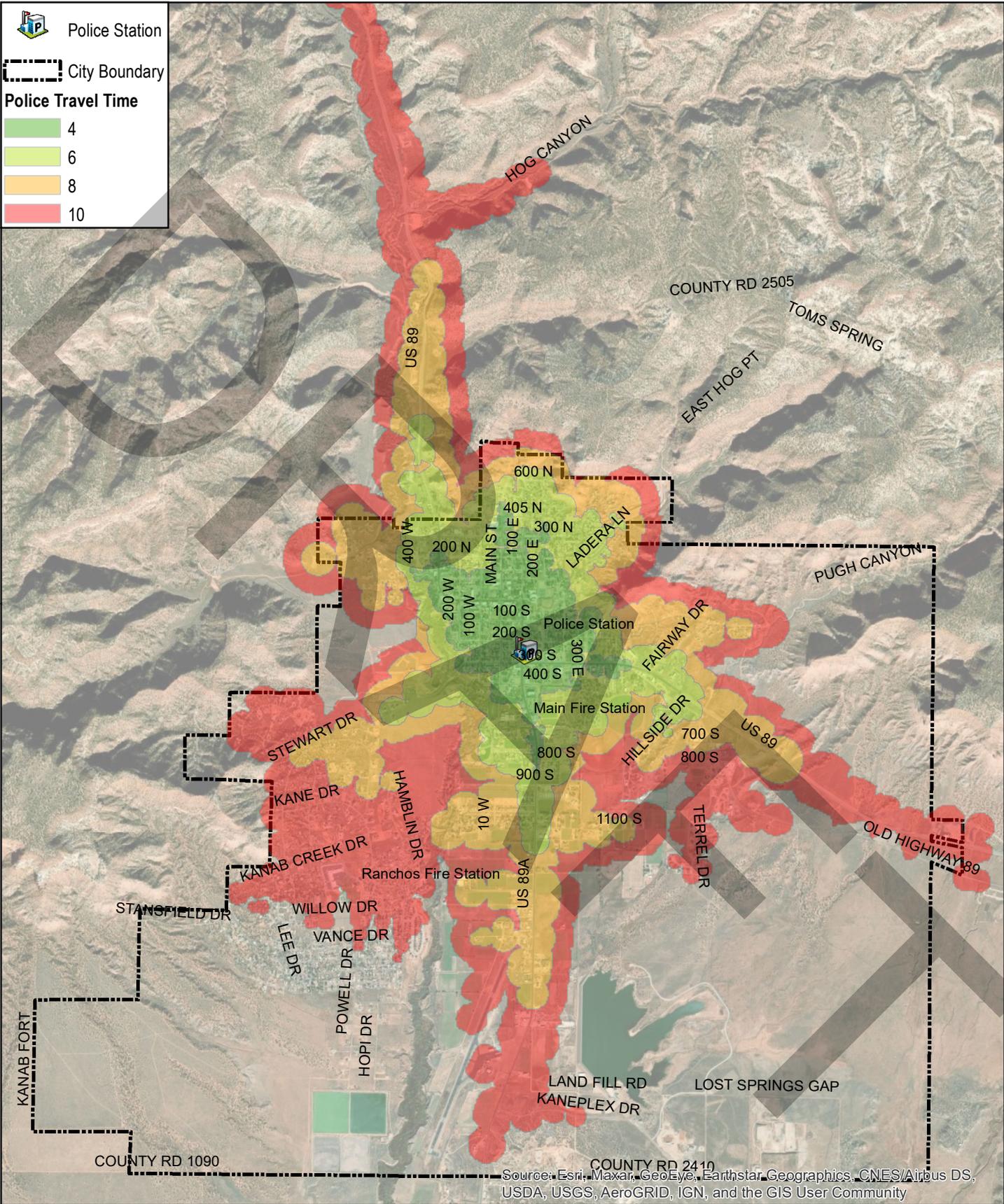
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



KANAB CITY PUBLIC SAFETY
IFFPA UPDATE 2024

Existing Facilities

Map 2



KANAB CITY PUBLIC SAFETY
IFFPA UPDATE 2024

Police Travel Time

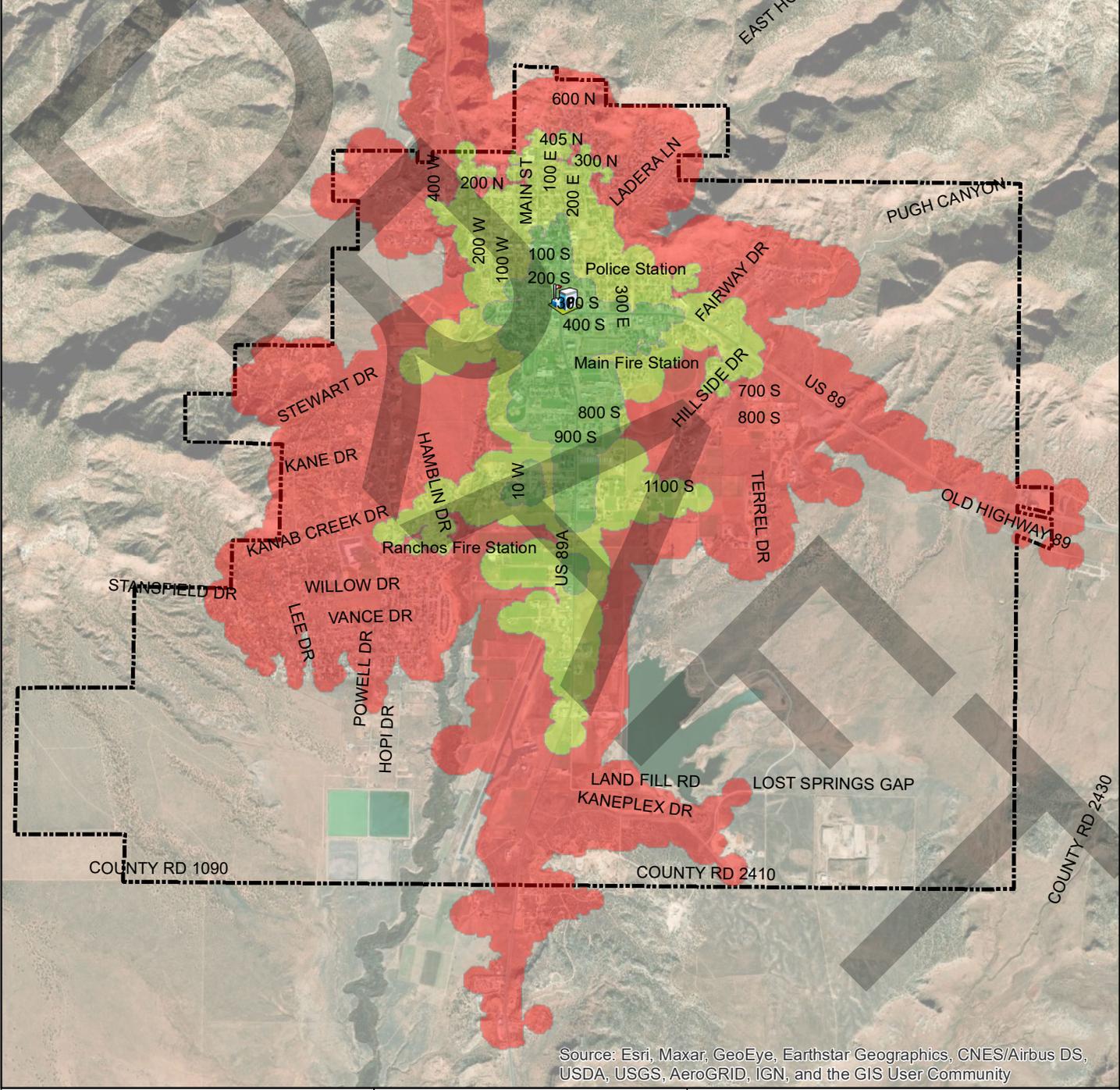
Map 3

 Police Station

 City Boundary

Fire Travel Time

-  4
-  6
-  8
-  10



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



0 2,000 4,000 Feet

1:48,000

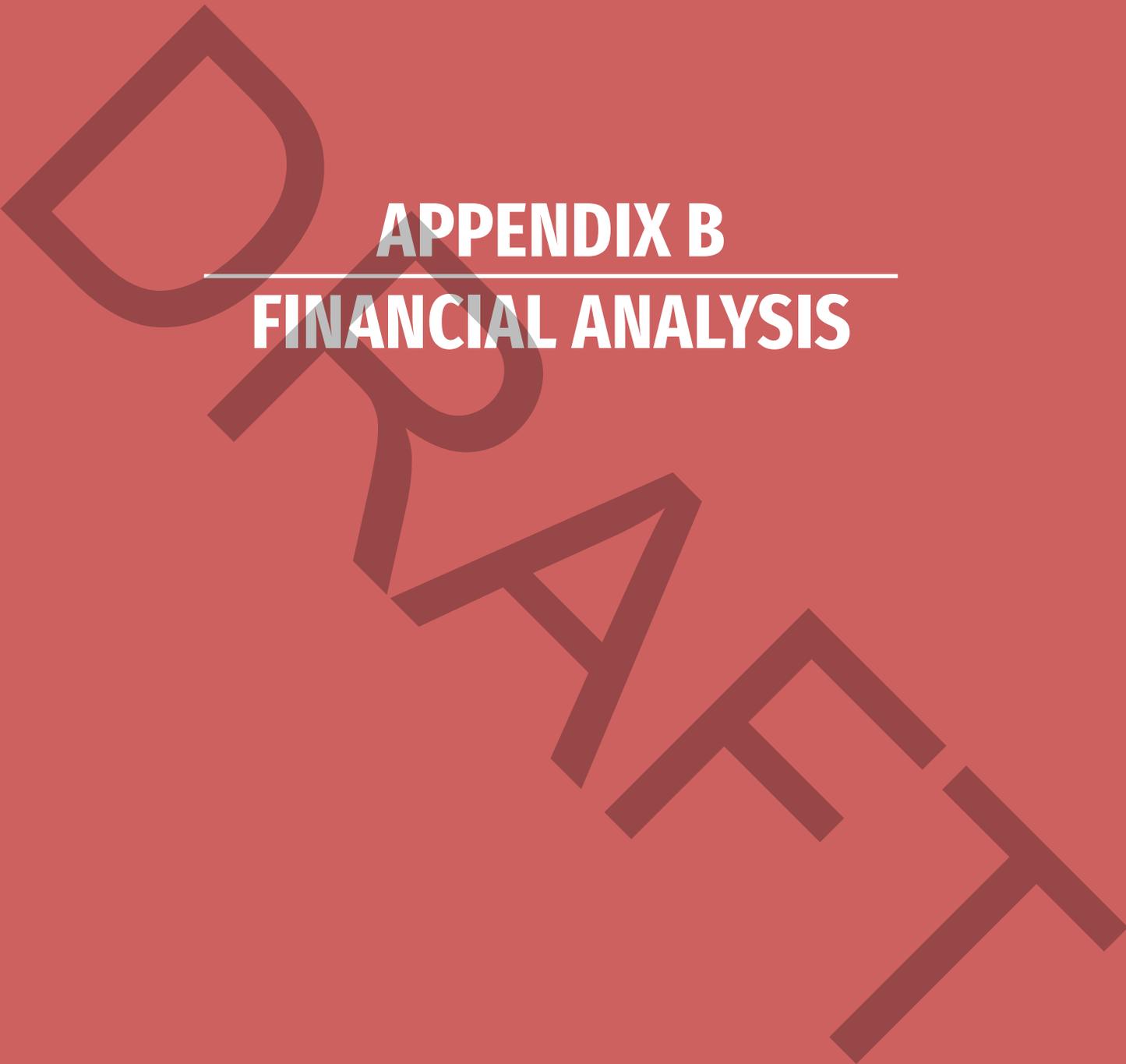




KANAB CITY PUBLIC SAFETY
IFFPA UPDATE 2024

Fire Travel Time

Map 4



APPENDIX B

FINANCIAL ANALYSIS

OWNER Kanab City
PROJECT Offsite Police Storage Facility



ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	10%	LS	\$ 31,500.00	\$ 31,500.00
2	Project Record Documents	1%	LS	\$ 3,200.00	\$ 3,200.00
3	Traffic and Temporary Controls	4%	LS	\$ 12,600.00	\$ 12,600.00
4	Materials and Sampling	3%	LS	\$ 9,500.00	\$ 9,500.00
5	Construction Layout & Staking	2%	LS	\$ 6,300.00	\$ 6,300.00
6	EXCAVATION EXPORT (PLAN QTY)	440	CY	\$ 23.60	\$ 10,384.00
BUILDING FOUNDATION AND SLAB CONCRETE					
7	(PLAN QTY)	95	CY	\$ 1,000.00	\$ 95,000.00
8	PREMANUFACTURED METAL BUILDING	1	LS	\$ 63,000.00	\$ 63,000.00
9	STRUCTURE ERECTION	1	LS	\$ 88,500.00	\$ 88,500.00
10	POWER CONNECTION & LIGHTING	1	LS	\$ 32,000.00	\$ 32,000.00
Subtotal					\$ 378,188.00
Professional Services & Incidentals				15%	\$ 56,728.20
Contingency				25%	\$ 94,547.00
Subtotal					\$ 151,275.20
PROJECT TOTAL					\$ 529,463.20

Disclaimer:

This Engineer's Opinion of Cost (EOC) is made on the basis of Engineer's experience, qualifications, general familiarity with the construction industry and represents the Engineer's best judgement as an experienced and qualified professional. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer.

Notes:

- 1 - Quantities shown in the EOC are purely estimates based off a concept design. Quantities may be refined as design progresses.
- 2 - Unit costs are our best estimates based on similar projects. These costs are not guarantees. A number of factors may affect these costs when ultimately priced by a contractor.
- 3 - The EOC does not include fees that may be charged by the Owner such as impact fees, building permit fees, review fees, etc.
- 4 - LS = Lump Sum; EA = Each; SF = Square Feet; SY = Square Yard; AC = Acre; LF = Linear Feet; CY = Cubic Yard; TON = Ton; GAL = Gallon; DAY = Day; HR = Hour; EST = Estimate

Cashflow - Kanab Public Safety Impact Fee Analysis

Proposed Residential Impact Fee = \$ 1,932.40

Title	2020	2021	2022	2023
Revenue				
Total ERCs	3,551	3,973	3,652	3,761
New ERCs	-	422	(321)	110
General Revenue	\$ -	\$ -	\$ -	\$ -
Grant Funds	\$ -	\$ -	\$ -	\$ -
Impact Fees Collected	\$ -	\$ -	\$ -	\$ 86,673
Total Operating Revenue	\$ -	\$ -	\$ -	\$ -
Expenses				
General	\$ -	\$ -	\$ -	\$ -
Other Government Funds	\$ -	\$ -	\$ -	\$ -
Total Operating Expenses	\$ -	\$ -	\$ -	\$ -
Accounts				
Net Cash	\$ -	\$ -	\$ -	\$ -
Operating Account Balance	\$ -	\$ -	\$ -	\$ -
Grant Account	\$ -	\$ -	\$ -	\$ -
Impact Fee Balance	\$ -	\$ -	\$ 211,531	\$ 298,205
Project Costs				
Project Cost		\$ -	\$ -	\$ -
Non-Impact Fee Eligible Cost	\$ -	\$ -	\$ -	\$ -
Impact Fee Eligible Cost	\$ -	\$ -	\$ -	\$ -
Project Name(s)				

S
Interest Rate 3%

Title	2024	2025	2026	2027	2028
Revenue					
Total ERCs	3,874	3,990	4,110	4,233	4,360
New ERCs	113	116	120	123	127
General Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Funds	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fees Collected	\$ 454,406	\$ 466,470	\$ 482,555	\$ 494,619	\$ 510,704
Total Operating Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses					
General	\$ -	\$ -	\$ -	\$ -	\$ -
Other Government Funds	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts					
Net Cash	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Account Balance	\$ -	\$ -	\$ (5,052,505)	\$ (5,052,505)	\$ (5,052,505)
Grant Account	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Balance	\$ 752,611	\$ 1,219,081	\$ (900,855)	\$ (406,236)	\$ (2,272,001)
Project Costs					
Project Cost	\$ -	\$ -	\$ 7,654,995	\$ -	\$ 2,376,469
Non-Impact Fee Eligible Cost	\$ -	\$ -	\$ 5,052,505	\$ -	\$ -
Impact Fee Eligible Cost	\$ -	\$ -	\$ 2,602,491	\$ -	\$ 2,376,469
Project Name(s)			New Police Station		Ladder Truck, Offsite Police Storage Facility, IFFPA 5 Yr

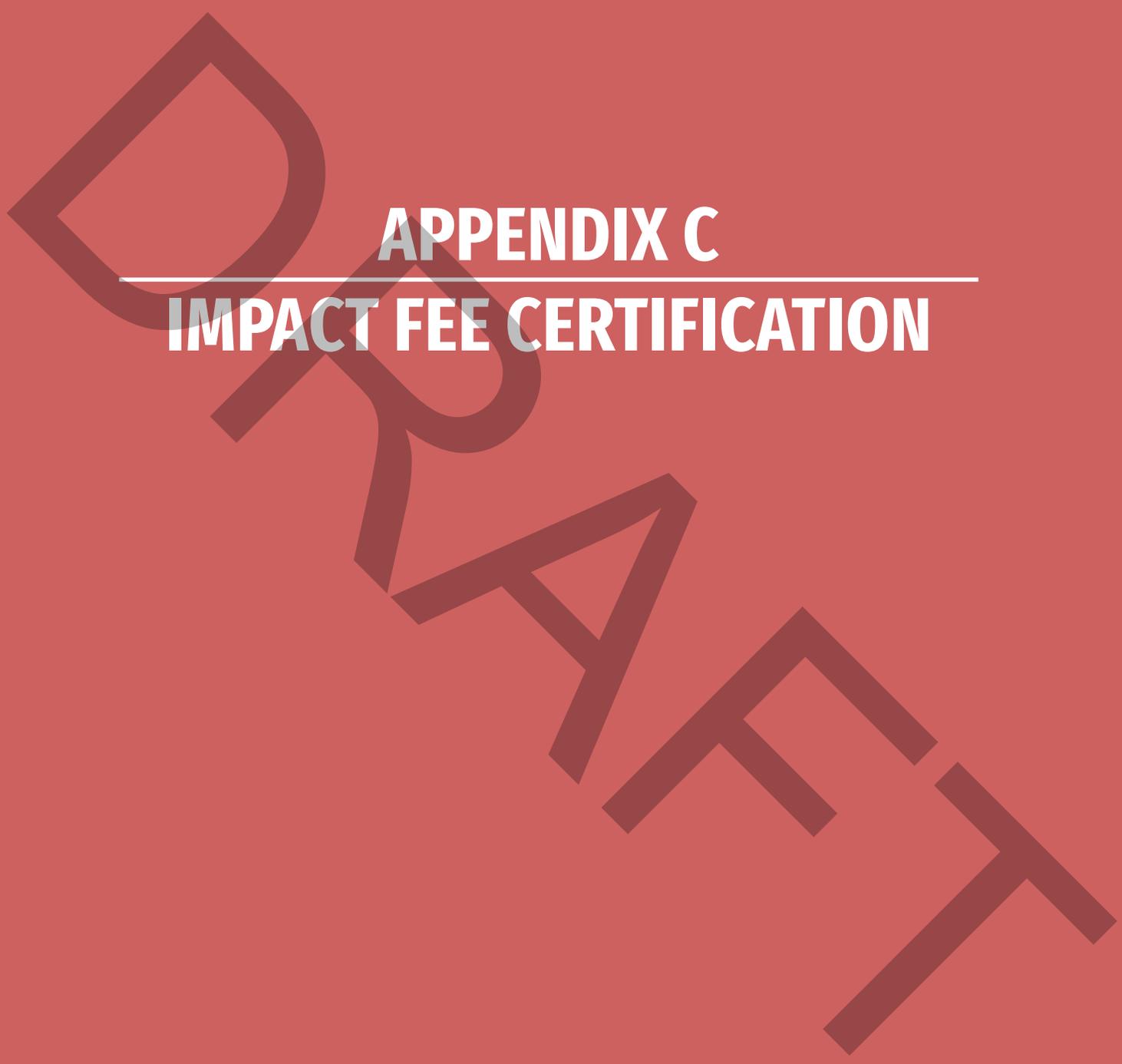
Title	2029	2030	2031	2032	2033
Revenue					
Total ERCs	4,491	4,626	4,765	4,908	5,006
New ERCs	131	135	139	143	98
General Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Funds	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fees Collected	\$ 526,789	\$ 542,875	\$ 558,960	\$ 575,045	\$ 394,087
Total Operating Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses					
General	\$ -	\$ -	\$ -	\$ -	\$ -
Other Government Funds	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts					
Net Cash	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Account Balance	\$ (5,052,505)	\$ (5,052,505)	\$ (5,052,505)	\$ (5,835,368)	\$ (5,835,368)
Grant Account	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Balance	\$ (1,745,211)	\$ (1,202,337)	\$ (643,377)	\$ (68,332)	\$ 298,205
Project Costs					
Project Cost	\$ -	\$ -	\$ -	\$ 782,864	\$ 27,550
Non-Impact Fee Eligible Cost	\$ -	\$ -	\$ -	\$ 782,864	\$ -
Impact Fee Eligible Cost	\$ -	\$ -	\$ -	\$ -	\$ 27,550
Project Name(s)				Ranchos Fire Station Remodel	IFFPA 10 Yr

Title	2034	2035	2036	2037	2038
Revenue					
Total ERCs	5,106	5,208	5,312	5,419	5,527
New ERCs	100	102	104	106	108
General Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Funds	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fees Collected	\$ 402,129	\$ 410,172	\$ 418,215	\$ 426,257	\$ 434,300
Total Operating Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses					
General	\$ -	\$ -	\$ -	\$ -	\$ -
Other Government Funds	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts					
Net Cash	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Account Balance	\$ (5,835,368)	\$ (5,835,368)	\$ (5,835,368)	\$ (5,835,368)	\$ (5,835,368)
Grant Account	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Balance	\$ 700,334	\$ 1,110,506	\$ 1,528,720	\$ 1,954,977	\$ 2,389,277
Project Costs					
Project Cost	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Impact Fee Eligible Cost	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Eligible Cost	\$ -	\$ -	\$ -	\$ -	\$ -
Project Name(s)					

Title	2039	2040	2041	2042	2043
Revenue					
Total ERCs	5,637	5,750	5,865	5,983	6,102
New ERCs	111	113	115	232	237
General Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Funds	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fees Collected	\$ 446,364	\$ 454,406	\$ 462,449	\$ 932,940	\$ 953,047
Total Operating Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses					
General	\$ -	\$ -	\$ -	\$ -	\$ -
Other Government Funds	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts					
Net Cash	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Account Balance	\$ (5,835,368)	\$ (5,835,368)	\$ (5,835,368)	\$ (5,835,368)	\$ (5,835,368)
Grant Account	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Balance	\$ 2,835,641	\$ 3,290,047	\$ 3,752,495	\$ 4,222,987	\$ 4,705,542
Project Costs					
Project Cost	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Impact Fee Eligible Cost	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Eligible Cost	\$ -	\$ -	\$ -	\$ -	\$ -
Project Name(s)					

APPENDIX C

IMPACT FEE CERTIFICATION



Certification of Impact Fee Analysis

In accordance with Utah Code Title 11-36a-306 Kelvin C. Smith, P.E., on behalf of Civil Science, Inc., make the following certification:

I certify that the attached impact fee facilities plan and impact fee analysis:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents; or
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
3. offsets costs with grants or other alternate sources of payment; and
4. complies in each and every relevant respect with the Impact Fees Act.

This Certification is made with the following assumptions:

1. All data provided to Civil Science, Inc. is assumed to be correct, complete, and accurate.
2. Any changes to the impact fee facilities plan and impact fee analysis after the issuance of this certification will void same certification.
3. Recommendations will be followed in their entirety by Kanab City and City officials.
4. The undersigned is trained and licensed as a professional engineer and has not been trained or licensed as a lawyer. Nothing in the foregoing certification shall be deemed an opinion of law or an

opinion of compliance with law which under applicable professional licensing laws or regulations or other laws or regulations must be rendered by a lawyer licensed in the State of Utah.

5. This certification expresses professional opinion base on the undersigned best knowledge and understanding, and shall not be taken as a guarantee, warranty, or fact.

Civil Science, Inc.

By: _____

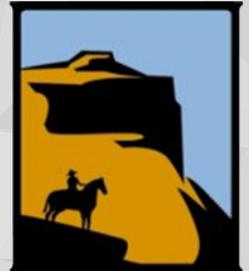
Dated: _____

DRAFT

CITY OF KANAB

WASTEWATER IMPACT FEE FACILITIES PLAN

2024



KANAB
— UTAH —



KANAB
— UTAH —

PREPARED BY



City Council

Arlon Chamberlain
Scott Colson
Chris Heaton
Boyd Corry
Peter Banks

Mayor: Colten Johnson

City Manager: Kyler Ludwig

Public Works Director: Jake Dutton

Treasurer: Danielle Ramsay

Kelvin C. Smith, P.E.
Project Engineer

Ryker Jensen
Project Analyst

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Appendix A – Maps

Appendix B – Tables & Figures

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1. EXECUTIVE SUMMARY

1.1 Introduction

The primary objective of this study is to establish plans to guide the development of future wastewater system improvements through modeling the system existing conditions, creating a 10-year action plan, and a longer term 20-year action plan. The outcome of the study will be recommended improvements, estimated project costs, a maximum allowable impact fee, an impact fee schedule, recommended user rate schedule, and projected cash flow for Kanab's wastewater utility.

1.2 User Analysis

Table 1 shows historic annual growth rates of 0.6%-5.4%, with an average of 3%. Projected annual growth rates for this study are shown in Table 3 as 3% for 10 years (2023-2032) then 2% for the next 10 years (2033-2043). For this study, it is assumed that residential and commercial (or non-residential) growth will occur at the same rate.

- 2023 population – 5,285
- 2033 estimated population – 7,034
- 2043 estimated population – 8,574

1.3 Existing Facilities Inventory

Kanab City maintains a gravity wastewater system that has approximately 32.42 miles of pipes and 481 manholes. Kanab has one lift station that provides service to areas along the southern border. All wastewater is conveyed to the Kanab City Wastewater Treatment Plant, which is a zero discharge lagoon treatment facility. Virtually all the area west of Kanab Creek is served by individual septic systems, and there are some rural areas inside of City limits also utilizing individual septic systems.

1.4 System Analysis

In 2018 a wastewater model was created using field measurements for each manhole and pipe. These parameters were included in the GIS data to create a wastewater network. The field collected data was critical for the creation and accurate function of the model. For this report, the model was updated with information from projects completed over the last 5 years and current sewer flow meter data.

Demands for the model were calculated by dividing the peak flow projection for a planning horizon by the number of manholes in the model. The modeling software used to model the system is InfoSWMM by Innovyze.

1.5 Summary of Recommended Improvements

The table below shows the recommended projects and the projected year they are to be completed.

Project Name	Projected Year	Inflation	3%	Impact Fee Eligible %	Impact Fee Eligible Cost
		2023 Cost	Inflated Cost		
Lagoon Aeration	2025	\$299,532	\$308,518	100%	\$308,518
Sewer Rake	2025	\$420,000	\$432,600	100.0%	\$432,600
Ranchos Parallel Outfall Pipe	2026	\$206,100	\$218,651	100%	\$218,651
Kanab Ranchos Sewer Phase 1	2026	\$7,479,360	\$7,934,853	20.6%	\$1,631,406
200 W North	2027	\$1,363,446	\$1,489,874	12.5%	\$186,234
IFFPA 5 Yr	2028	\$32,700	\$36,804	100%	\$36,804
Kanab Ranchos Sewer Phase 2	2031	\$3,185,900	\$3,918,255	25%	\$983,482
Lagoon Outfall Pipe Expansion	2032	\$144,660	\$183,251	100%	\$183,251
1100 S Sewer Line Extension	2033	\$1,060,700	\$1,383,973	100%	\$1,383,973
South Force Main	2033	\$206,100	\$268,914	100%	\$268,914
IFFPA 10 Yr	2033	\$32,700	\$42,666	100%	\$42,666
Total		\$14,431,198	\$16,218,360		\$5,676,500
Increase in ERCs					1,852
Maximum Allowable Impact Fee					\$3,065.84

1.6 Financial Viability

The financials of the wastewater utility show that the utility is good health if the full impact fee is established, and user rates continue to reflect utility expenses. A recommended impact fee schedule is based on the installed water meter size, similar to water impact fees. Large water users are typically large sewer users as well. The maximum allowable impact fee for residential connections with a 5/8" water meter is \$3,065.84. It is also recommended that user rates increase from \$17.76 for a residential connection to \$24.17. This may be done as an incremental increase over several years.

The cash flow in Appendix C illustrates that if these rates and fees are established as presented, all recommended improvements can be constructed; with the exception of the Kanab Ranchos Phase 1 project. Additional funds from grants, loans, or special improvement district status may be needed to construct that project as presented.

Wastewater Impact Fees Based on Water Meter Size			
Meter Size [in]	Area [sq-in]	Factor	Impact Fee
0.625	0.31	1.00	\$ 3,065.84
1	0.79	2.56	\$ 7,848.55
1.5	1.77	5.76	\$ 17,659.24
2	3.14	10.24	\$ 31,394.20
2.5	4.91	16.00	\$ 49,053.44
3	7.07	23.04	\$ 70,636.95
4	12.57	40.96	\$ 125,576.81
6	28.27	92.16	\$ 282,547.81

*Factors based on 5/8" meter size. 3/4" is assumed to be equal to 5/8" for factors and impact fee costs.

1.7 Purpose and Scope

The primary objective of this study is to establish updated plans to guide the development of future wastewater system improvements. This study includes an evaluation of existing conditions, a 10-year action plan, as well as a longer term 20-year action plan. The analysis supporting these action plans detail the state of the system as it is now (existing capacity) and shows how much growth can be allowed while still meeting State requirements and providing an adequate level of service to existing customers.

Kanab City operates on the premise that it seeks to sustainably provide wastewater collection and treatment for residents and enterprises within its service area. These services are provided in the near term and through build-out. The study area incorporates updated zoning conditions consistent with recent City planning. Given the purpose and need described above, the following were key elements contemplated in the scope of work for this project:

- Perform a user analysis, establish an anticipated growth rate within the City's service area boundary, identify focused or pending development areas, establish population projections based on anticipated growth rate, and review and determine existing and future demographics of the City.
- Conduct a public open house/town hall meeting, provide technical documents as required and present draft impact fee facilities plans to the City Council.
- Update the system inventory to establish what the City has:
 - Gather and analyze existing wastewater flow data and projected future demands.
 - Field verify new critical elements of the wastewater system (locations, elevations, etc.).
 - Convert elements into GIS and attribute.
 - Update wastewater system GIS data and verify system attributes (locations, sizes, materials, etc.).
- Update modeling scenarios based on flow design demands to establish what the City needs:
 - Update defined wastewater flow basins and sub-basins and quantify flow rates.
 - Review the existing model in its current condition and make additions or improvements as needed with consideration for developments under review.
 - Calibrate the model based on known meter usage data.
 - Operate the model under existing, 10-year, and 20-year development conditions.
 - Operate the model based on maximum hourly flow.
- Perform a system analysis to determine how to get what the City needs:
 - Complete analysis in accordance with the Utah State Administrative Code for public wastewater systems.
 - Complete the analysis under existing, 10-year and 20-year development conditions, with considerations for the full tributary area of the wastewater sub-basins.
 - Evaluate existing conditions, 10-year, and 20-year conditions and make improvement recommendations.
 - Evaluate the existing and future hydraulic capacity of the wastewater treatment facilities and make improvement recommendations.
 - Develop infrastructure plan for recommendations to the existing system.
 - Develop infrastructure plan for recommendations to the 10-year system (major conveyance facilities only).
 - Ensure that recommendations for the future system integrate well with the existing system.
- Perform a system financial analysis to calculate the cost of improvements:
 - Prepare project descriptions and opinions of probable cost for recommended improvements.
 - Prepare an impact fee facilities plan for the 10-year planning horizon with considerations for the

20-year planning horizon. Identify a phasing plan for recommended improvements.

- Identify facilities eligible to be funded with impact fees (full or partial).
- Perform a financial viability analysis of the operations and management of the system based upon recent audits.
- Prepare a user rate analysis using recent audit costs for the operations and management of the water utility.
- Prepare an impact fee analysis, calculate the maximum allowable impact fee, and issue an impact fee certification.
- Prepare a written IFFPA with results, summaries, and relevant appendix materials:
 - Prepare a wastewater system impact fee facilities plan draft for City Staff, Department Heads, and the City Council.
 - Address questions, concerns, and comments from City Staff, Department Heads, and the City Council.
 - Publish a final written wastewater system impact fee facilities plan & analysis for the community

1.8 Background Information

Kanab is the commercial center of a large farming, ranching and recreational area located in south central Utah. The City is the County seat of Kane County and has a long history as a film making and tourism hub. Nearby tourism destinations include multiple national parks and recreational areas such as Lake Powell. Kanab is located 7 miles north of the Arizona border on US 89A. For many years the community was one of the most isolated in the nation, being cut off from the east by the Colorado River. Today it is a tourist town inviting tens of thousands of visitors annually to enjoy the beauty of the area as well as its rich history.

During the past several years, The City has completed multiple projects as recommended in the 2018 IFFPA, helping to fulfill the City's goals in wastewater collection and treatment. These projects include extending the Kanab Creek Drive sewer line to 1100 S, adding sewer mains for new developments, performing a preliminary engineering report to address sewers in the Ranchos, and others.

Since several of the recommendations from the 2018 plan have been completed, the time has come for an updated IFFPA. This update will include the continued growth seen by the community these past 5 years, as well as a study of future developments and issues that may arise therein.

Governing documents/codes for this study include the existing Kanab City General Plan, the existing Kanab City Wastewater IFFPA, Utah Administrative Code R317-3, as well as all current Kanab zoning and development criteria.

1.9 Miscellaneous Resources

Resources used include monthly master sewer meter data, Kanab City Staff, federal and state census information, Utah Administrative Code minimum sizing requirements, the Impact Fees Act established under Utah State Code, and Kanab City Financial Statements.

2. USER ANALYSIS

2.1 Planning Horizon

This analysis reflects three distinct planning horizons: existing conditions, 10 years, and 20 years. The existing conditions scenario evaluates the current state of the system based on the current number of residential, commercial, industrial, and institutional connections. Moving forward in this report commercial, industrial, and institutional connections will be referred to in aggregate as non-residential connections. The 10-year and 20-year planning horizons will project the future growth of Kanab City, as well as evaluate the system for potential deficiencies. Projects will be planned to allow the system to compensate for those deficiencies.

2.2 Historic Growth Rates

To properly analyze the 10-year and 20-year planning horizons, projections must be made regarding population. To estimate future growth rates, historical growth rates are examined. Table 1 analyzes past census data provided for the City. It shows the historic 10-, 20-, 30-, and 40-year average annual growth rates.

From this table we see that annual growth rates since 1980 have fluctuated from 0.6%-5.4%. The average annual growth rate over that time sits at 3.0%. It is worth noting that the 40-year average is up slightly, from 2.9% to 3.0%, since the last iteration of this report. This shows that while the growth rate was down in the 2010's, it has been on the rise in the few years since then.

Description	Year Period	Population	Growth
10-year Historic	1980	2148	-
10-year Historic	1990	3318	5.4%
10-year Historic	2000	3510	0.6%
10-year Historic	2010	4312	2.3%
10-year Historic	2020	4683	0.9%
20-year Historic	1980-2000	-	3.2%
20-year Historic	1990-2010	-	1.5%
20-year Historic	2000-2020	-	1.7%
30-year Historic	1980-2010	-	3.4%
30-year Historic	1990-2020	-	1.4%
40-year Historic	1980-2020	-	3.0%

Table 1: Historic Population and Growth Rates

2.3 Projected Growth Rates

The historical growth rates shown in the previous section allow for the forward projection of population growth. Based on analysis of years past, it is projected that Kanab City will continue to grow at a rate of 2-3% over the next 20 years. For that reason, a 3% growth rate is used to show growth over the next 10 years (2023-2032) and a 2% growth rate for the 10 years after that (2033-2043). A variety of factors affect growth rate, many of which will change with time. Any projection past 20 years would prove unreliable.

2.4 Equivalent Residential Connection

Calculating an Equivalent Residential Connection (ERC) provides a way to compare residential to non-residential connections. This means that a residential connection equals 1 ERC. If non-residential connections on average use 5 times more water than residential connections, then each non-residential connection equals 5 ERC's. Non-residential connections generally use more wastewater than residential connections. Establishing an ERC value for commercial connections allows wastewater usage to be evaluated fairly. Table 2 shows an ERC value of 4.8 for non-residential connections in Kanab. This is calculated based on water usage, which translates to wastewater usage. For more information about the ERC calculation, see the current Water Impact Fee Facilities Plan. Annual population, ERC, and growth rate projections for the 20-year planning horizon are available in Table 3.

Connection Type	ERC (2022)
Residential	1
Non-Residential	4.8

Table 2: ERC Values

Year	Source	Population	Residential	Nonresidential	Total	ERCs	Growth
2015	Census Estimate	4,410	1,848	225	2,073	3,152	0.0%
2016	Census Estimate	4,436	1,876	227	2,103	3,502	1.4%
2017	Census Estimate	4,448	1,910	226	2,136	3,024	1.6%
2018	Census Estimate	4,529	1,983	224	2,207	3,204	3.3%
2019	Census Estimate	4,636	2,133	215	2,348	3,279	6.4%
2020	Census	4,683	2,201	263	2,464	3,551	4.9%
2021	Census Estimate	5,000	2,236	271	2,507	3,973	1.7%
2022	Census Estimate	5,131	2,304	271	2,575	3,652	2.7%
2023	Estimate	5,285	2,373	279	2,652	3,761	3.0%
2024	Estimate	5,443	2,444	288	2,732	3,874	3.0%
2025	Estimate	5,607	2,518	296	2,814	3,990	3.0%
2026	Estimate	5,775	2,593	305	2,898	4,110	3.0%
2027	Estimate	5,948	2,671	314	2,985	4,233	3.0%
2028	Estimate	6,127	2,751	324	3,075	4,360	3.0%
2029	Estimate	6,310	2,834	333	3,167	4,491	3.0%
2030	Estimate	6,500	2,919	343	3,262	4,626	3.0%
2031	Estimate	6,695	3,006	354	3,360	4,765	3.0%
2032	Estimate	6,896	3,096	364	3,461	4,908	3.0%
2033	Estimate	7,034	3,158	371	3,530	5,006	2.0%
2034	Estimate	7,174	3,221	379	3,600	5,106	2.0%
2035	Estimate	7,318	3,286	386	3,672	5,208	2.0%
2036	Estimate	7,464	3,352	394	3,746	5,312	2.0%
2037	Estimate	7,613	3,419	402	3,821	5,419	2.0%
2038	Estimate	7,766	3,487	410	3,897	5,527	2.0%
2039	Estimate	7,921	3,557	418	3,975	5,637	2.0%
2040	Estimate	8,079	3,628	427	4,055	5,750	2.0%
2041	Estimate	8,241	3,700	435	4,136	5,865	2.0%
2042	Estimate	8,406	3,774	444	4,218	5,983	2.0%
2043	Estimate	8,574	3,850	453	4,303	6,102	2.0%

Table 3: Growth Projections

3. WASTEWATER FLOW PROJECTIONS

3.1 Historic Flows & Connections

Wastewater flow data from July 2020 through June 2023 was provided by Kanab City to analyze recent demands. The flow was collected by a meter in the outfall line near the treatment lagoons. Wastewater flows over that time period were fairly consistent, although slightly elevated during summer months when tourism is more prominent. On average, Kanab City has been treating 7,960,000 gallons per month excluding the outlier in January 2021. Figure 1 shows the meter readings for the time frame previously given. It is assumed that there is minimal storm water inflow and ground water infiltration.

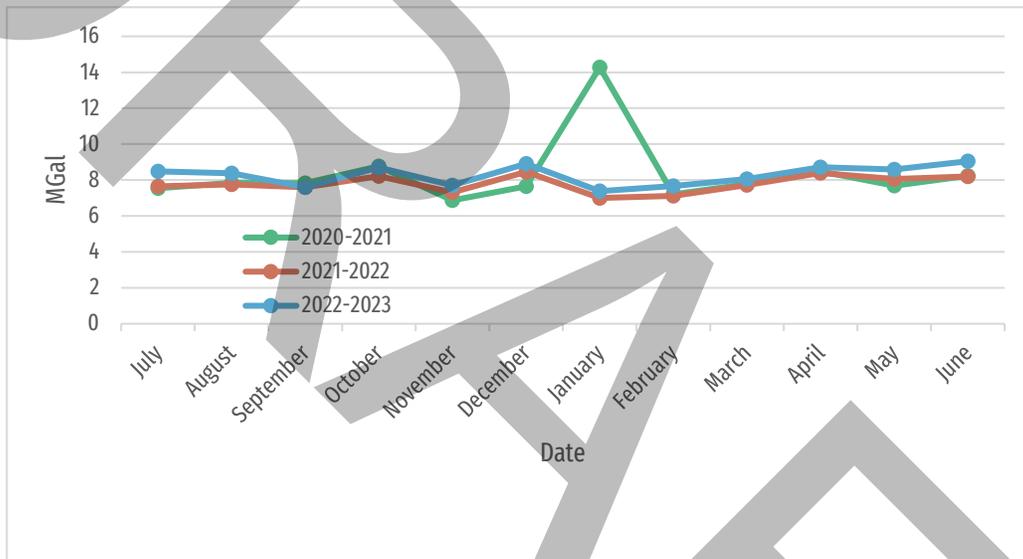


Figure 1: Sewer Lagoon Master Meter Readings

Per Kanab City as of 2022, there are 2,552 wastewater connections to the connection system. There are still significant sections of The City, including the Ranchos area and other more rural areas, are still serviced by septic systems. This explains the discrepancy between water and wastewater connections.

Average annual demands were calculated in Table 4 using the monthly meter data in Figure 1. For context, the treatment design criteria for the sewer lagoons calculated an average daily flow of 0.705 MGD resulting in an excess capacity of nearly 0.425 MGD in reference to 2016 average daily flow values.

Year	Total Mgal	Avg Flow [MGD]	Avg Flow [gpm]	Avg Flow [cfs]	% Change
*2020	46.52	0.26	178.48	0.40	-
2021	100.67	0.26	179.63	0.40	1%
2022	96.28	0.26	183.18	0.41	2%
*2023	57.61	0.31	217.44	0.48	19%
*6 months data		NOTE: 2021 average does not include January outlier			

Table 4: Average Annual Flow

3.2 Projected Flows

Utah Code has a design rule that new sewer systems need to be based on an annual average daily rate of flow of 100 gallons per capita per day (R317-3-2) and that designed flows for laterals and collector sewers need to be four times that rate. Kanab produces significantly less wastewater flow than the State sewer design flow requirements. However, the peaking factor of 4 is still valid to calculate the peak daily flows from the average daily flows. Table 5 shows the calculated peak flows from the projected serviced ERCs. Average daily flows are based on wastewater flow per ERC for the latest available data.

Because large areas of the City are not serviced by the City wastewater system, the number of serviced ERCs is 1,100 less than the number of ERCs in the City. In planning for future flows, the Kanab Ranchos sewer collection project phases 1 and 2 are projected to add 607 ERCs to the system. The remaining 493 ERCs are projected to be added to the system by future Kanab Ranchos sewer project phases. This is shown in Figure 2 by the steep increases in flow in 2027 and 2034.

Year	Serviced ERCs	Average Daily Flow [gpm]	Peak Daily Flow [gpm]	Peak Daily Flow [MGD]
2023	2,661	217.4	811	0.292
2033	4,513	343.7	1,375	0.495
2043	6,102	464.7	1,859	0.669

Table 5: Peak Flow Calculations

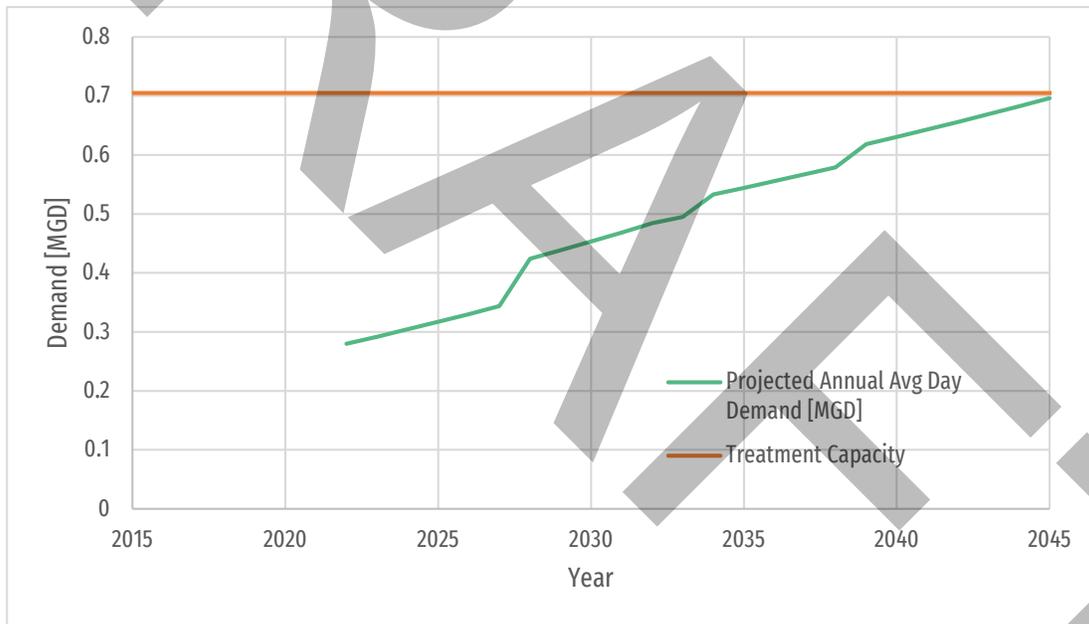


Figure 2: Projected Average Annual Wastewater Demand

4. EXISTING FACILITIES

4.1 Gravity Network

Wastewater collection systems are generally made up of a network of discharge and flow lines, drains, inlets, valve works and connections for transporting domestic and industrial wastewater flows to regional treatment facilities. The most obvious component of any wastewater system is the gravity collection pipe network. Flow through gradually sloping gravity wastewater pipes is the most cost effective and desirable means of moving wastewater effluent since pumping energy is not required. Figure 3 shows a clip of the existing Kanab City wastewater system.

Kanab's existing system contains 481 manholes and a total of 32.42 miles of main collection pipes. The breakdown of pipe length by pipe diameter is shown in Table 6.

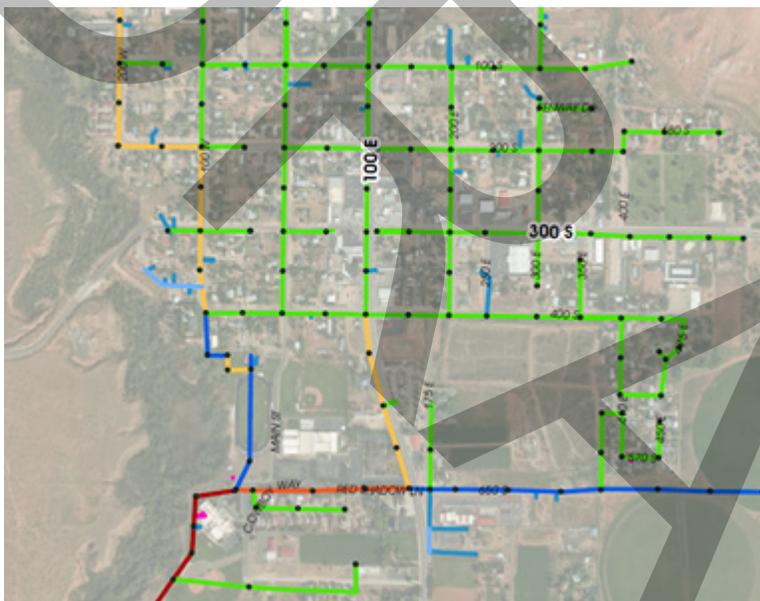


Figure 3: Clip of Existing Sewer Model

Size (in.)	Length (mi)
2	0.01
3	0.02
4	2.77
6	1.41
8	22.27
9	0.00
10	1.45
12	1.09
15	0.93
18	2.46

Table 6: Existing Pipe Lengths

4.2 Collection Basins

Wastewater collection basins are developed by future planning and evaluation of the established system network. These collection areas are best established in the planning stages to better anticipate system improvement needs and to evaluate system health. While the collection basin delineation did not have any effect on the model system demands, they do factor into proposed recommendations. Development will need to keep improvements within the collection basins or planned improvements may not be valid. Flows enter the collection system in a collection basins would render the wastewater model and the proposed plan inaccurate. Establishing collection basins allows for more accurate sewer model results through calibration if meters are strategically placed at basin outlets. Appendix A shows the collection basins and the outlets of the basins are shown as proposed locations for local sewer meters.

4.3 Force Mains & Lift Stations

In locations where topography, density of existing utilities, lack of adequate rights-of-way or other circumstances limit the continuation of a gravity wastewater system, it becomes necessary to construct pressurized force mains to route wastewater over or around the existing obstacles. Force mains are associated with wastewater lift stations; the two are normally designed in conjunction with one another. Because of the perpetual pumping energy required to operate lift stations, these facilities are used only as needed.

Kanab City has one lift station and one force main currently in use. These are located to the south of the City along Kaneplex Drive and services the Kane County Water Conservancy District office and county jail. The collection basin for the force main is defined as the area that cannot be serviced by gravity collections systems conveying flow to the north of Jackson Flat Reservoir. One other sewer lift station is under construction that will service the Catori Canyon Subdivision. There are also several low pressure sewer systems that have a pump for each residence and convey sewer flows to the nearest gravity main. These are owned and operated by the homeowners; the City bears no responsibility for the operation and maintenance of the existing low pressure systems.

4.4 Treatment

Kanab owns and operates a lagoon sewer treatment facility near the southern border of the City. The treatment facility operates under a general permit for non-discharging wastewater lagoons from the Utah State Division of Water Quality, Department of Environmental Quality. Water is evaporated from the lagoons as there is no outflow to any water body. City staff have reported that the facility is operating well with effective maintenance and has sufficient capacity for future demands. The treatment facility is currently operating three of the four available lagoon cells during high flow seasons.

Even though the lagoon treatment is effective and efficient, there have been reports of excessive odors coming from the lagoons. In consultation with manufacturers and engineers, the City has received several aeration system quotes. Adding an aeration system to the lagoons is designed to speed up the treatment of the wastewater and reduce or possibly eliminate odors.



Kanab Sewer Lagoons

5. SYSTEM MODEL

5.1 Model Update

In 2018 a wastewater model was created using field measurements for each manhole and pipe. These parameters were included in the GIS data to create a wastewater network. The field collected data was critical for the creation and accurate function of the model. For this report, the model was updated with information from projects completed over the last 5 years and demand flows updated according to current meter data.

5.2 Demand Calculations

The demands for the model were based on the peak daily flows calculated in Table 5. Demands per manhole were calculated by dividing the total demand by the number of manholes contributing to wastewater flow. For the year 2023, the calculation is shown below:

$$810.75 \text{ gpm} \div 481 \text{ manholes} = 1.686 \frac{\text{gpm}}{\text{MH}}$$

Future demands in areas where no collection system currently exists were modeled by extending the collection system to one future manhole and estimating the total number of contributing manholes to be constructed in the planning horizon. The Kanab West/Ranchos area was modeled with a proposed system and manholes typical of a gravity sewer system. This was based on the modeling performed for the Preliminary Engineering Report (PER) to evaluate alternatives for sewer solutions. Table 7 gives a summary of the model demands.

Year	Total Demand [gpm]	Flow per Manhole [gpm]	Kanab West Demand [gpm]
2023	811	2.16	0.0
2033	1,375	3.61	184.9
2043	1,859	4.69	335.1

Table 7: Model Demands Summary

5.3 Basin Delineation

Wastewater collection basins are determined or delineated by the network. The area that is serviced by a particular pipe can be regarded as a collection basin. Kanab was separated into 38 basins based on the connectivity and flow of wastewater through the gravity system. The basins range in size to best show which direction flow is conveyed at overflow diversions. Future developments must follow the drawn collection basins to convey wastewater with exceptions only granted by city staff or city council. This will ensure the plans and projects for future wastewater conveyance will remain accurate. These basins may be used to determine ideal locations for proposed wastewater flow meters.

5.4 Computer Model

The modeling software used to model the system is InfoSWMM by Innowat, which runs as an add-on to Esri's ArcMap software. The wastewater model is a numerical model with a spatially representative viewer for data input and output. GIS data was provided by Kanab with Civil Science verifying flow depths and manhole elevations to import into the model. Elevations, lengths, connecting nodes or manholes, and any other information required of the model were calculated as attributes to pipe and manhole objects in GIS.

Design criteria entered into the computer model assumes that the pipe system will flow at 2/3 full capacity and the Manning's roughness was set at 0.012. Figure 4 shows the modeling interface of InfoSWMM with ArcMap.

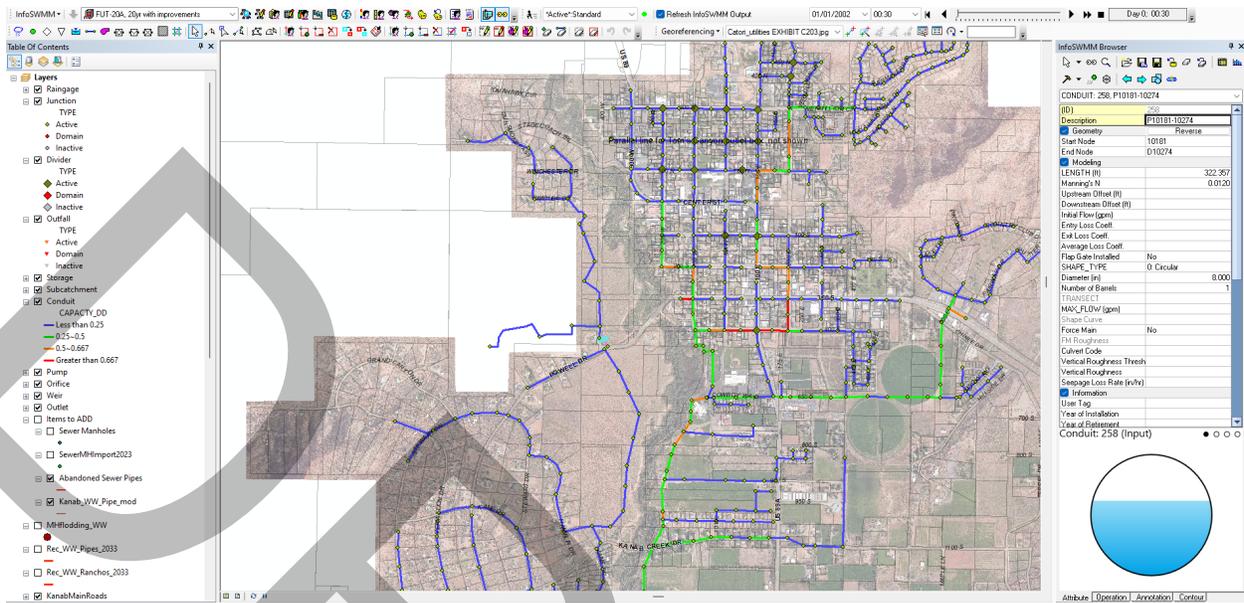


Figure 4: InfoSWMM Model Interface with Kanab Sewer Model

6. SUMMARY OF RECOMMENDED IMPROVEMENTS

The following recommended improvements assume that a pipe has reached its capacity when it is flowing two-thirds (66.7%) full by depth. This is equivalent to 80% of the flow capacity by calculating the area of a cross-section of circular pipe. Recommendations are based on replacing pipe segments that are modeled as being overcapacity. For modeling purposes, the Kanab Ranchos Phases 1 & 2 projects were initially modeled as being connected to the existing outfall line. We determined that the best course of action would be to create a parallel outfall line to the lagoons for a parallel network and not connect to the existing collection network. This decision is reflected in the recommended improvements. The summary of recommended improvements is presented in Table 8, these recommendations are based on sound engineering judgment, practices, and through the hydraulic modeling effort and results. In general, Kanab should require all new developments to be connected to their current wastewater collection system and stop allowing individual septic systems

Year	Project Name	Project Description
2025	Lagoon Aeration	Add aeration system to sewer lagoons.
2025	Sewer Rake	Install a sewer rake at the lagoon outfall to catch trash and debris, keeping it out of the lagoons
-	Catori Canyon Force Main	A lift station and force main are required to sewer the proposed Catori Canyon Subdivision. This will be installed by the developer.
-	Hidden Canyon Force Main	A lift station and force main are required to sewer the proposed Hidden Canyon Subdivision. This will be installed by the developer.
2026	Kanab Ranchos Sewer Phase 1	Replace the existing septic system in much of the south and east sides of Ranchos with a sewer system, connecting it to the Ranchos Parallel
2026	Ranchos Parallel Outfall Pipe	Install 15" sewer pipes, starting from the east end of W Navajo Dr. and moving south, connecting Ranchos to the sewer ponds.
2027	200 W North	Relocate sewer along 200 N in coordination with the Tom's Canyon Sewer Project. At N 200 W the sewer line changes from 8" to 12" and turns south, following the road for 2550' where it ends at 200 S and 200 W.
2028	IFFPA 5 Yr	5-year update for Master Plans and Impact Fees.
2031	Kanab Ranchos Sewer Phase 2	Replace the existing septic system in the remainder of Ranchos with a sewer system, connecting it to Ranchos Sewer Phase 1.
2032	Lagoon Outfall Pipe Expansion	Increase the size of the lagoon outfall pipe beneath Paiute Dr. to 21", from Hopi Dr. and moving east for 366'
2033	1100 S Sewer Line Extension	Extend existing 10" sewer line along 1100 S for 3800', ending at Terrel Dr.
2033	South Force Main	Extend the existing south force main to the sewer rake outfall. This will allow all influent flow to pass through the sewer rake.
2033	IFFPA 10 Yr	10-year update for Master Plans and Impact Fees.

Table 8: Recommendations Summary

7. FINANCIAL VIABILITY

7.1 Cost Estimates

Civil Science has prepared cost estimates for each of the projects identified in Table 8. These estimates were created for planning purposes. Each cost estimate captures anticipated construction costs including: mobilization and demobilization, project record documents, traffic and temporary controls, materials and sampling, construction layout & staking, professional services, materials, labor, and contingencies. The projects were organized in a manner so that costs are not shared between projects. This allows for better understanding of a singular project costs versus showing all the projects in an abbreviated cost estimate format. Table 9 shows project costs including inflation.

7.2 Project Phasing

Recommended improvements were assigned a time frame in which the projects are expected to be needed based on growth projections, localized growth, and available impact fee funds as shown in the cash flow. Table 9 shows the recommended improvement within a 10-year period along with the projected year of construction and costs in 2023 dollars plus inflation until the project year. The Catori Canyon and Hidden Canyon force main projects are not included in the impact fee calculations tables because both projects are sized just for their developments and will be paid by the developers.

In all cases, the improvements are planned to support continuing growth within the next ten years and beyond, and are planned for implementation at times when the growing population base can theoretically generate enough revenue to fund the projects. It should be noted that growth in the study area may occur at a rate faster or slower than that predicted in the cash flow analysis. If growth occurs at a faster rate, more funds will be available to construct the projects at an earlier schedule than that specified by the phasing projections. On the other hand, if growth slows more than expected implementation of the projects should be delayed until the population base can fund the improvements.

Project Name	Projected Year	Inflated Cost
Lagoon Aeration	2025	\$308,518
Sewer Rake	2025	\$432,600
Ranchos Parallel Outfall Pipe	2026	\$218,651
Kanab Ranchos Sewer Phase 1	2026	\$7,934,853
200 W North	2027	\$1,489,874
IFFPA 5 Yr	2028	\$36,804
Kanab Ranchos Sewer Phase 2	2031	\$3,918,255
Lagoon Outfall Pipe Expansion	2032	\$183,251
1100 S Sewer Line Extension	2033	\$1,383,973
South Force Main	2033	\$268,914
IFFPA 10 Yr	2033	\$42,666
Total		\$16,218,360

Table 9: Cost Estimate Summary

7.3 Impact Fee Analysis

Impact fees for Kanab City were reestablished for some time in 2018, with the understanding that they would be reevaluated every 5 years. The purpose of this report is to revisit The City’s public wastewater system and establish adjustments to the impact fees based on changes in situation and future projections.

The new proposed impact fee was calculated based on estimated costs, projected construction year, inflation, and impact fee eligibility. This is based on whether the project is needed to address an existing issue or if the project is needed to serve new growth and development. The proposed impact fee calculation is presented in Table 10. Impact fee eligible costs are based on inflated costs and impact fee eligibility.

Project Name	Projected Year	Inflation	3%	Impact Fee Eligible %	Impact Fee Eligible Cost
		2023 Cost	Inflated Cost		
Lagoon Aeration	2025	\$299,532	\$308,518	100%	\$308,518
Sewer Rake	2025	\$420,000	\$432,600	100.0%	\$432,600
Ranchos Parallel Outfall Pipe	2026	\$206,100	\$218,651	100%	\$218,651
Kanab Ranchos Sewer Phase 1	2026	\$7,479,360	\$7,934,853	20.6%	\$1,631,406
200 W North	2027	\$1,363,446	\$1,489,874	12.5%	\$186,234
IFFPA 5 Yr	2028	\$32,700	\$36,804	100%	\$36,804
Kanab Ranchos Sewer Phase 2	2031	\$3,185,900	\$3,918,255	25%	\$983,482
Lagoon Outfall Pipe Expansion	2032	\$144,660	\$183,251	100%	\$183,251
1100 S Sewer Line Extension	2033	\$1,060,700	\$1,383,973	100%	\$1,383,973
South Force Main	2033	\$206,100	\$268,914	100%	\$268,914
IFFPA 10 Yr	2033	\$32,700	\$42,666	100%	\$42,666
Total		\$14,431,198	\$16,218,360		\$5,676,500
Increase in ERCs					1,852
Maximum Allowable Impact Fee					\$3,065.84

Table 10: Impact Fee Calculations

The maximum allowable impact fee for the water system is \$3,065.84. This was calculated by dividing the total impact fee eligible costs by the increase in ERCs in the 10-year planning horizon. In consultation with Kanab City, it was decided that the impact fee should be charged based on water meter size. Table 11 presents the proposed impact fee based on water meter sizes and factors based on cross-sectional area.

As required by the Utah Impact Fees Act, an Impact Fee Certification is included in Appendix D. It states that this analysis was done in accordance with the Impact Fees Act and its requirements.

Rules regarding the use of impact fees are covered by the Impact Fees Act. Generally, impact fees may only be used for system improvements that are required to service new development within the existing level of service or expected service requirements (sewer collection, treatment, etc.) and are included in this Impact Fee Facilities Plan. Impact fees must be used within six years of payment or they must be paid back. Alternative sources of revenue such as grants or shared construction costs should be investigated to reduce the financial burden of the City and its new residents. At the time of this study, Kanab is not applying for, or holding, any grant funds related to wastewater system projects.

Wastewater Impact Fees Based on Water Meter Size			
Meter Size [in]	Area [sq-in]	Factor	Impact Fee
0.625	0.31	1.00	\$ 3,065.84
1	0.79	2.56	\$ 7,848.55
1.5	1.77	5.76	\$ 17,659.24
2	3.14	10.24	\$ 31,394.20
2.5	4.91	16.00	\$ 49,053.44
3	7.07	23.04	\$ 70,636.95
4	12.57	40.96	\$ 125,576.81
6	28.27	92.16	\$ 282,547.81

*Factors based on 5/8" meter size. 3/4" is assumed to be equal to 5/8" for factors and impact fee costs.

Table 11: Wastewater Impact Fees

7.4 User Rate Analysis

The existing monthly user rate for wastewater services in Kanab varies based on the types of connections and the demands for the collection system. The residential rate is currently \$17.76 per month. Residents currently served by a septic system are not charged a wastewater user fee. A new user rate for Kanab was calculated by adding annual operating expenses of the system and existing debt service then dividing by a water meter replacement factor to achieve a monthly base rate for wastewater users based on water meter size. See the Water IFFPA for more details. Values from the 2022 City audit, 2023 budget, and engineering judgment were used to achieve final values for salaries, materials, and capital expenses shown in the user rate analysis in Table 12.

The total estimated amount for wastewater operations is \$772,072.77. Dividing that value by the number of serviced connections and again dividing it by 12 to yield a monthly rate result in a rate of \$24.17.

In consultation with Kanab City, it was decided that any proposed user rate should match the existing rate structure which is based on connection types. The rate of \$24.17 is applied to residential connections and rates for all other connection types are calculated by multiplying the residential rate by the calculated factor. The proposed rate structure is shown in Table 13.

We recommend that the wastewater utility fund be separated from the water utility fund.

Budget Category	Costs
Rent	\$ 4,747.24
Salaries & Wages	\$ 96,800.48
Employee Benefits	\$ 40,205.56
Office Expense	\$ 16,101.17
Insurance	\$ 6,429.69
Utilities	\$ 17,472.07
Travel & Training	\$ 875.35
System Repairs & Maintenance	\$ 63,568.28
Professional Services	\$ 6,674.19
Miscellaneous	\$ 3,934.45
Interest & Fiscal Charges	\$ 15,417.42
Liabilities	\$ 557,000.00
Totals	\$ 829,225.91
Meters Times Cost Factors	2,675
Monthly Rate	\$ 25.84

Table 12: User Rate Analysis

Type of Connection	Existing Sewer Rate	Factor
Residential	\$ 17.76	1.00
Small Commercial	\$ 46.14	2.60
Large Commercial	\$ 154.73	8.71
Schools	\$ 231.64	13.04
Apert. Per Room	\$ 17.76	1.00
Hotel/Motel/RV Per Room	\$ 6.15	0.35

Table 13: Existing Wastewater Rate Structure

Water Meter Size [in]	Proposed Monthly Rate
0.625	\$ 25.84
1	\$ 28.40
1.5	\$ 52.34
2	\$ 68.43
2.5	\$ 123.60
3	\$ 151.30
4	\$ 179.54
6	\$ 271.42

Table 14: Proposed Wastewater Rate Structure

7.5 Cash Flow Analysis

A wastewater utility cash flow analysis for a 20-year planning horizon was completed to show how the 10-year planning horizon improvement projects could be implemented, to analyze the continued viability of proposed user rates, and to show possible trends in impact fee and cash fund balances. Initial data for the cash flow analysis was taken from Kanab City audits for fiscal years 2020-2022. Values projected through the analysis are based on growth, interest, and inflation trends determined during the process of the study. It should be noted that the analysis is a general forecast only and will vary with the speed and pattern of development in the City. The entire cash flow analysis is included in Appendix C.

The upper section of the cash flow printout, entitled “Revenue”, contains the basic data upon which many of the values in the cash flow spreadsheet are generated. Of note are the projected growth trends, the assumed inflation rates, user rates, impact fees and inspection fees, and the projected ERC quantities for the coming fiscal years. Most of the revenue in later parts of the cash flow spreadsheet is generated from the impact fees, and user rates.

The following section is the utility expenses section which attempts to quantify all the expenses incurred by the wastewater utility. Included in the expenses section are operation and maintenance costs, existing debt service costs and new debt service costs. The difference between the total revenues and total expenses is the net cash flow for the utility.

Total revenues and total expenses are broken down into impact fee and cash fund categories. This was done to help show that adequate funds would be available over the course of the projection period.

A system improvement implementation schedule for the next twenty years was included at the end of the cash flow analysis, this shows how the impact fee facilities plan improvement projects were incorporated into the cash flow analysis.

Other Funding Options

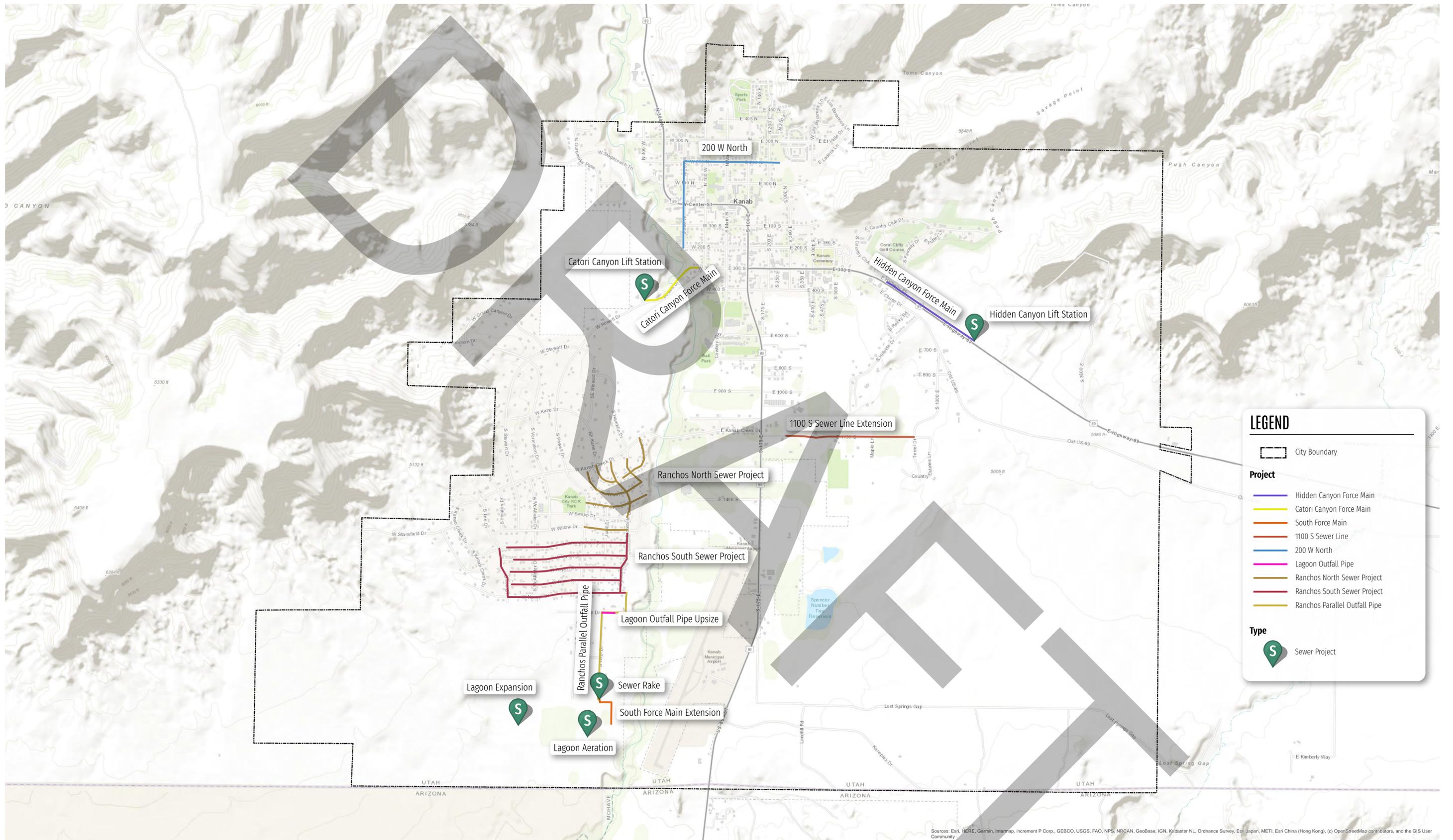
Where possible, Kanab should seek alternative financing for projects in order to reduce the financial burden of consumers in the form of lower user rates or lower impact fees. Kanab’s wastewater utility fund is in good financial health and is currently able to maintain a positive cash flow for the duration of the analysis with the exception of the cost of the Kanab West Phase 1 project. Grant or loan options available to Kanab City are included below:

- Permanent Community Impact Fund Board (CIB)
- Utah Community Development Block Grant (CDBG)
- USDA Rural Development (RD)
- Interfund loans

APPENDIX A

MAPS

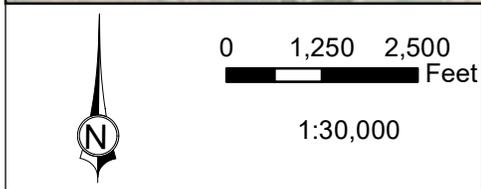
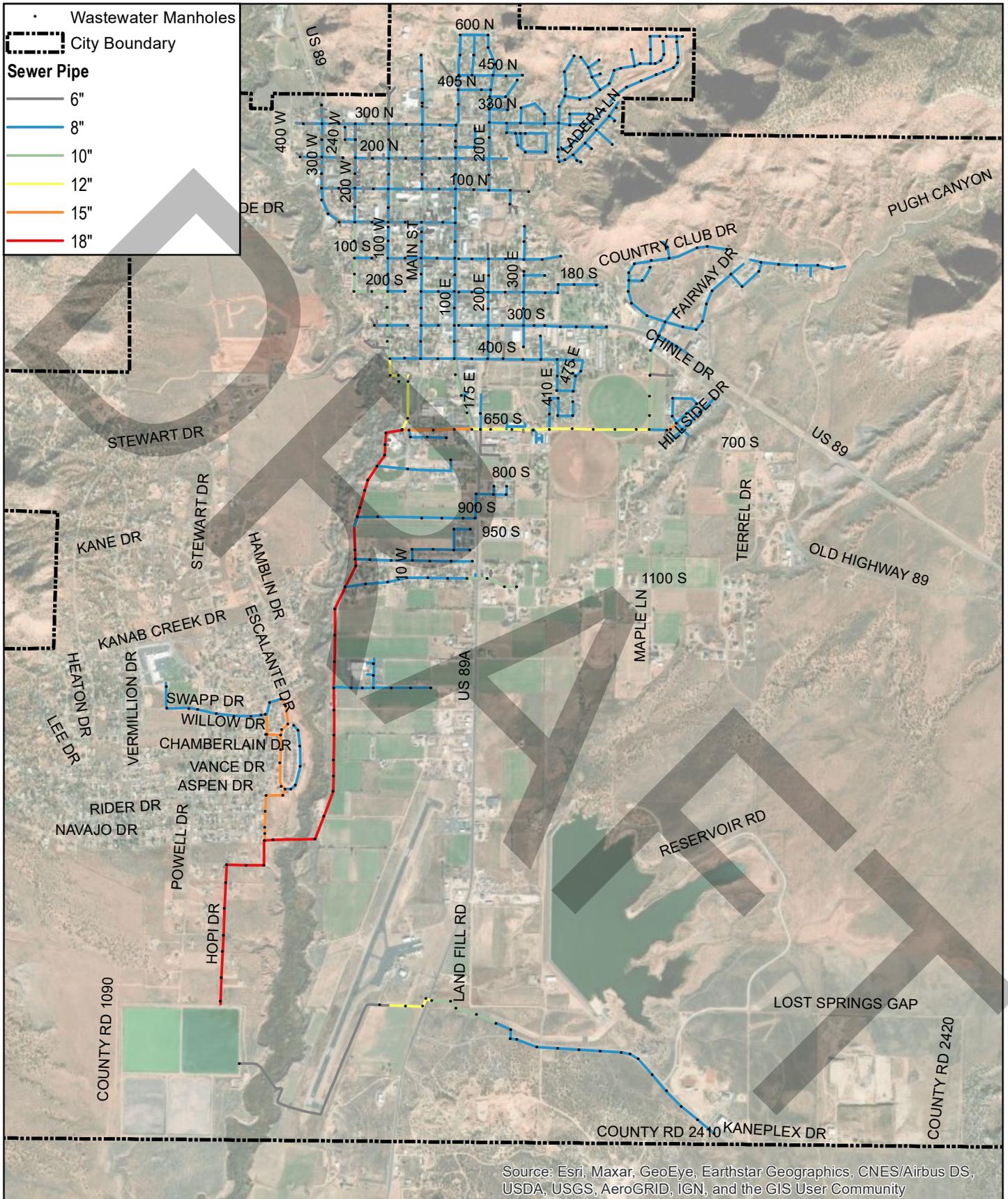
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PROPOSED SEWER PROJECTS MAP



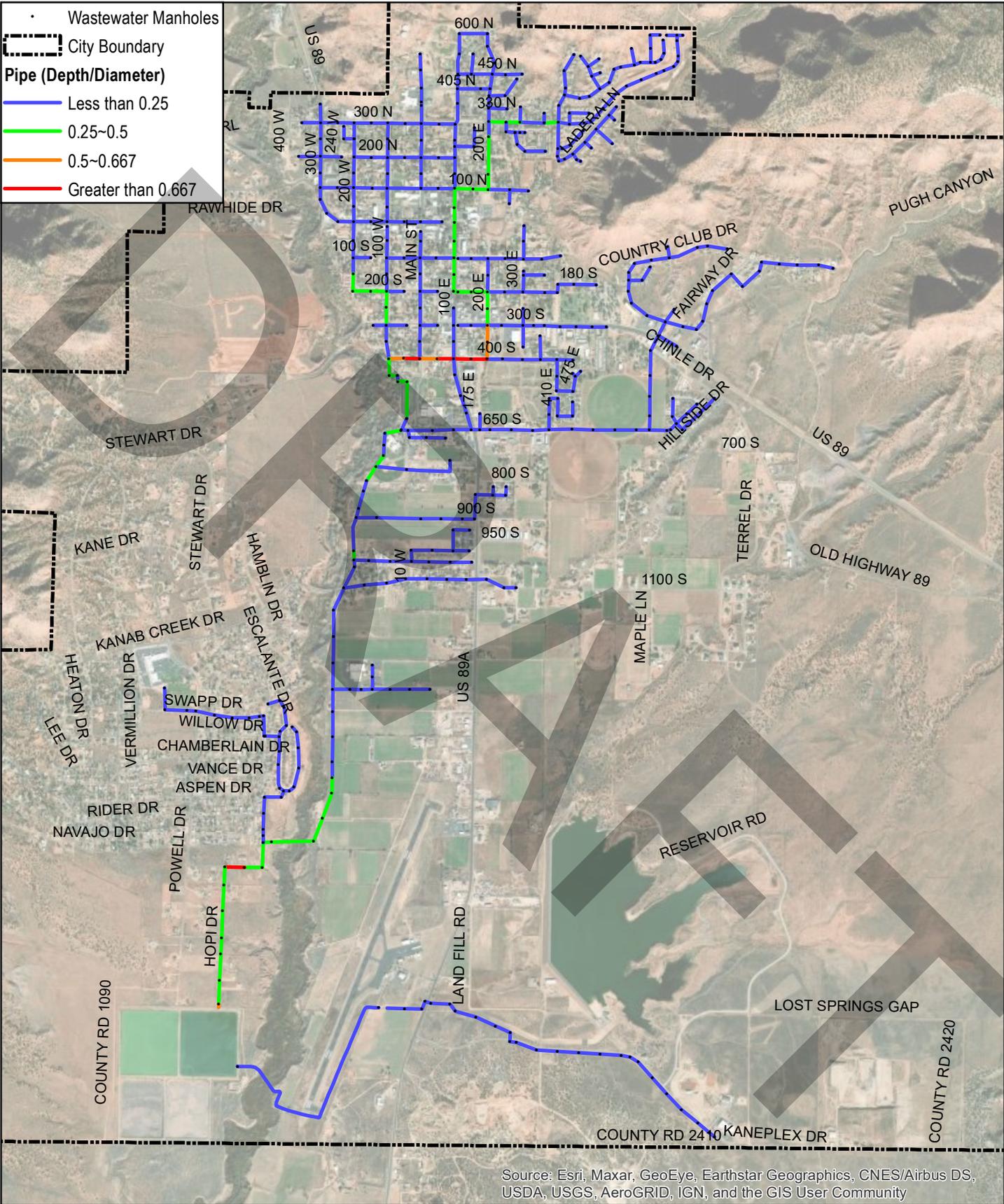
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



**KANAB CITY WASTEWATER
IFFPA UPDATE 2024**

Existing Facilities

Map 2



**KANAB CITY WASTEWATER
IFFPA UPDATE 2024**

Existing Conditions Analysis

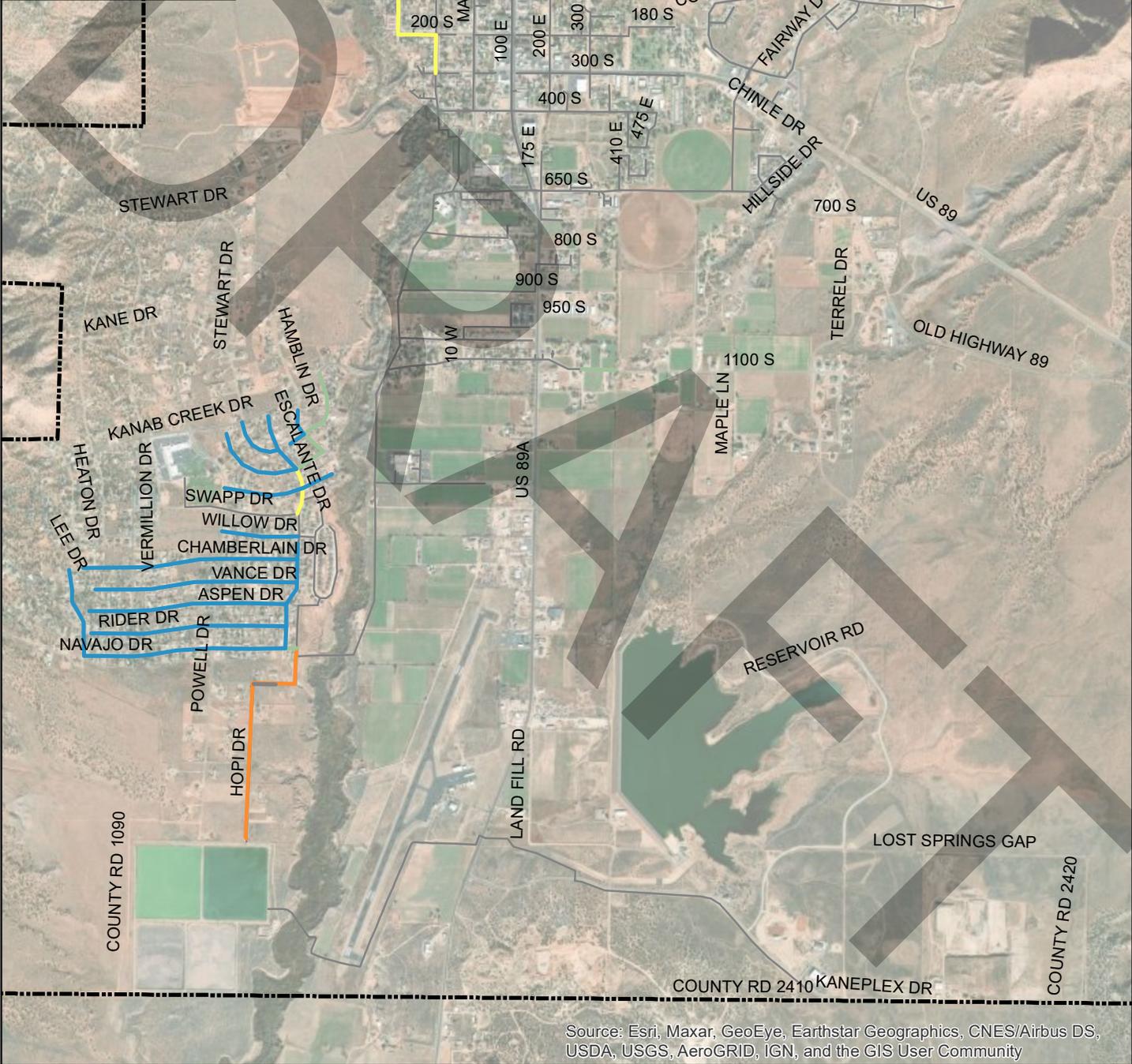
Map 3

 City Boundary

 Existing Sewer Pipe

Recommended Pipes

-  6"
-  8"
-  10"
-  12"
-  15"
-  18"



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



0 1,250 2,500 Feet

1:30,000



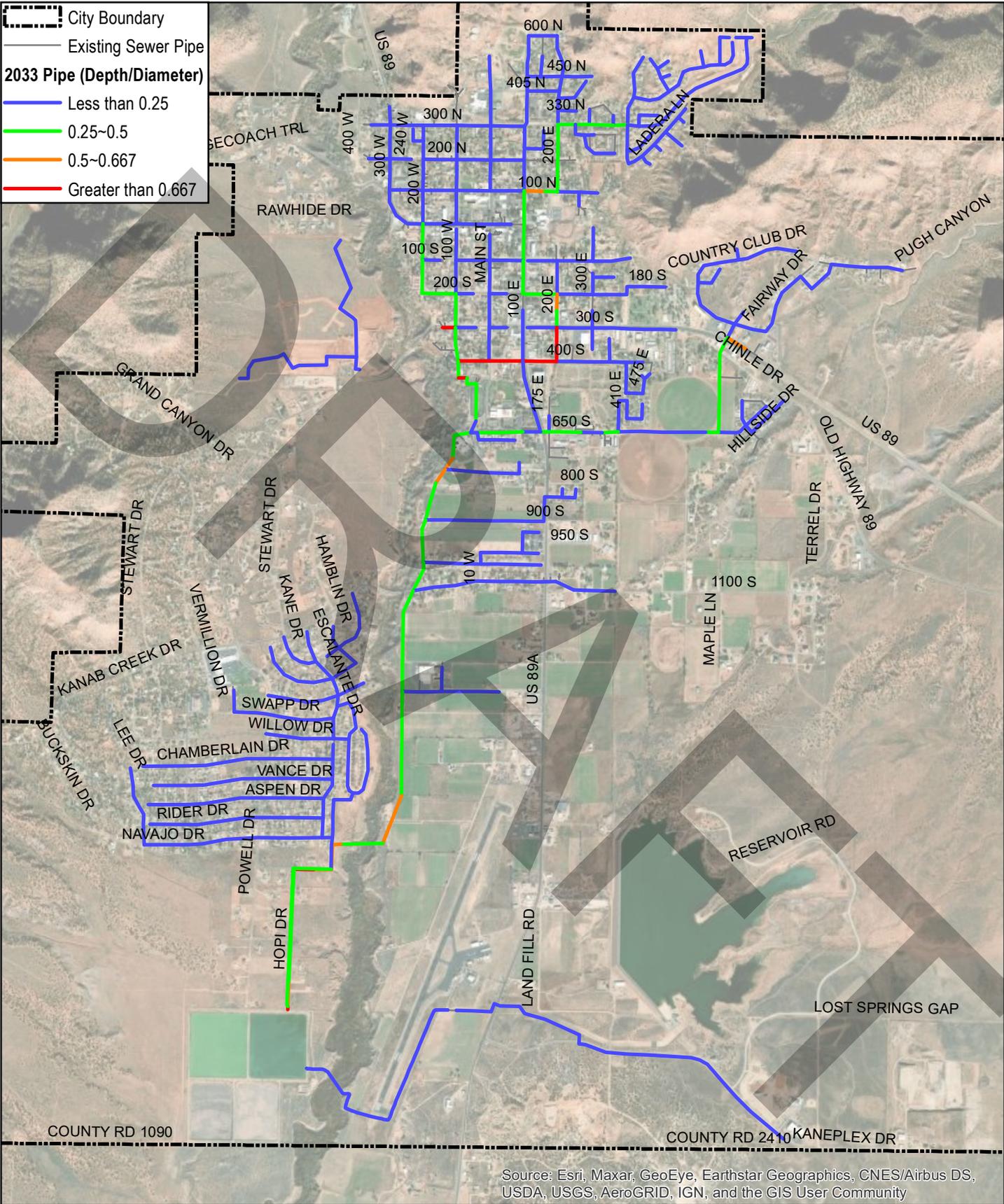


**KANAB CITY WASTEWATER
IFFPA UPDATE 2024**

Proposed Improvements (2033)

Map 4

-  City Boundary
-  Existing Sewer Pipe
- 2033 Pipe (Depth/Diameter)**
-  Less than 0.25
-  0.25~0.5
-  0.5~0.667
-  Greater than 0.667

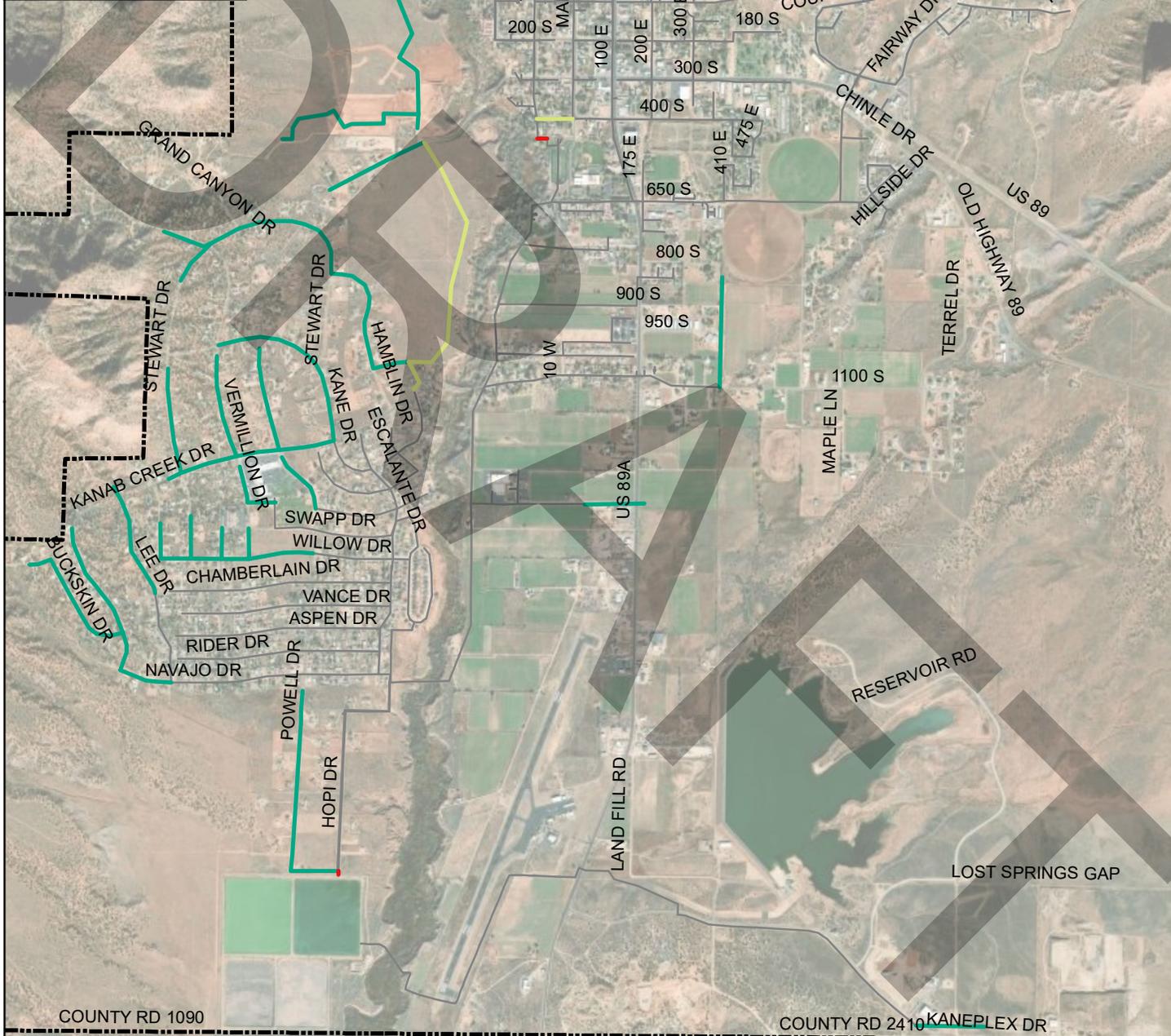


**KANAB CITY WASTEWATER
IFFPA UPDATE 2024**

Proposed Conditions Analysis (2033)

Map 5

 City Boundary
 Existing Sewer Pipe
Recommended Pipes
 6"
 8"
 10"
 12"
 15"
 18"

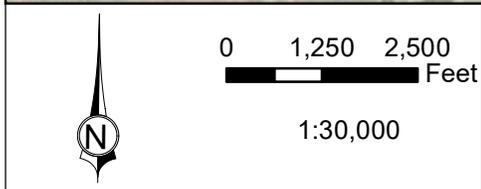
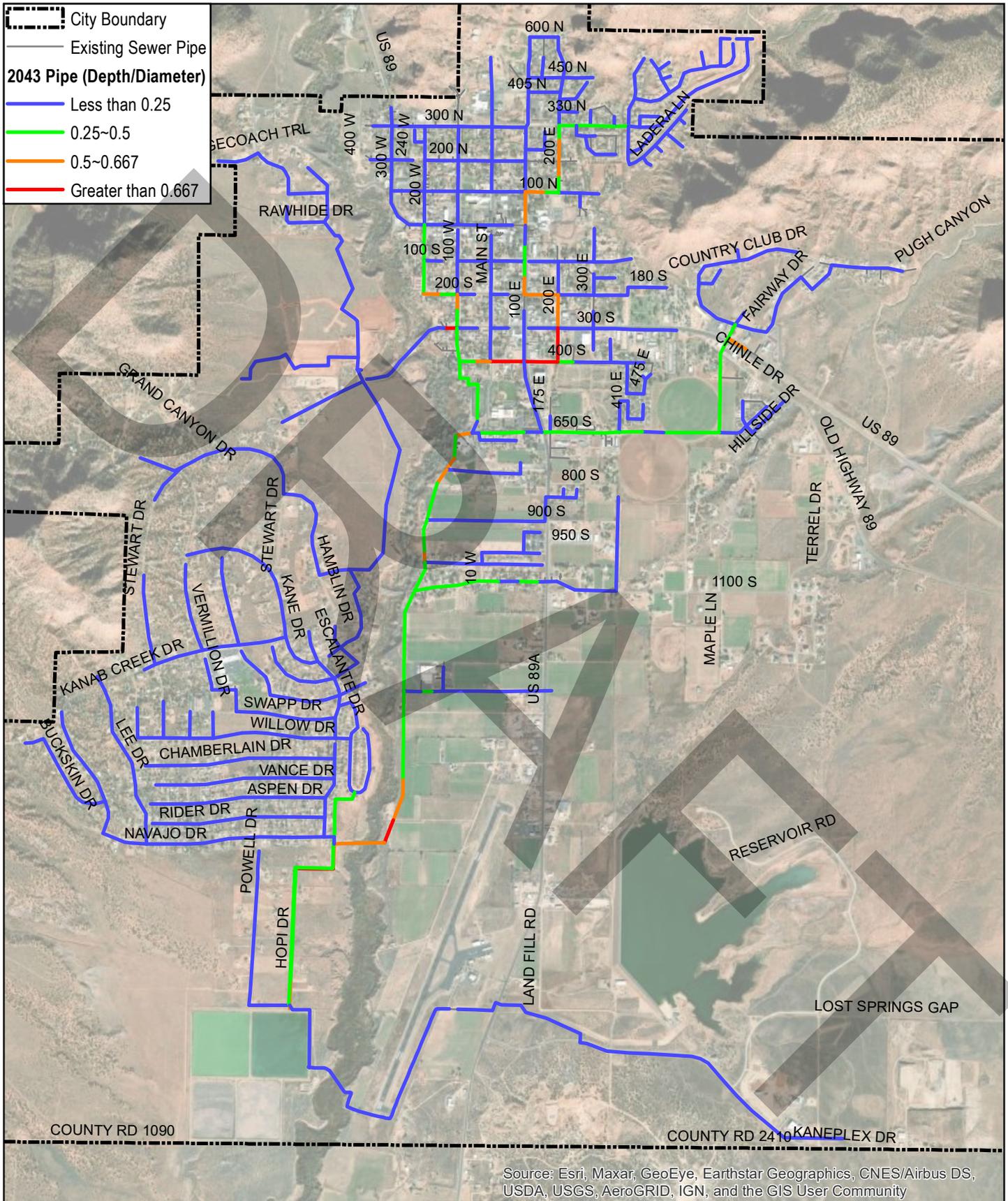


Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community


 0 1,250 2,500 Feet
 1:30,000

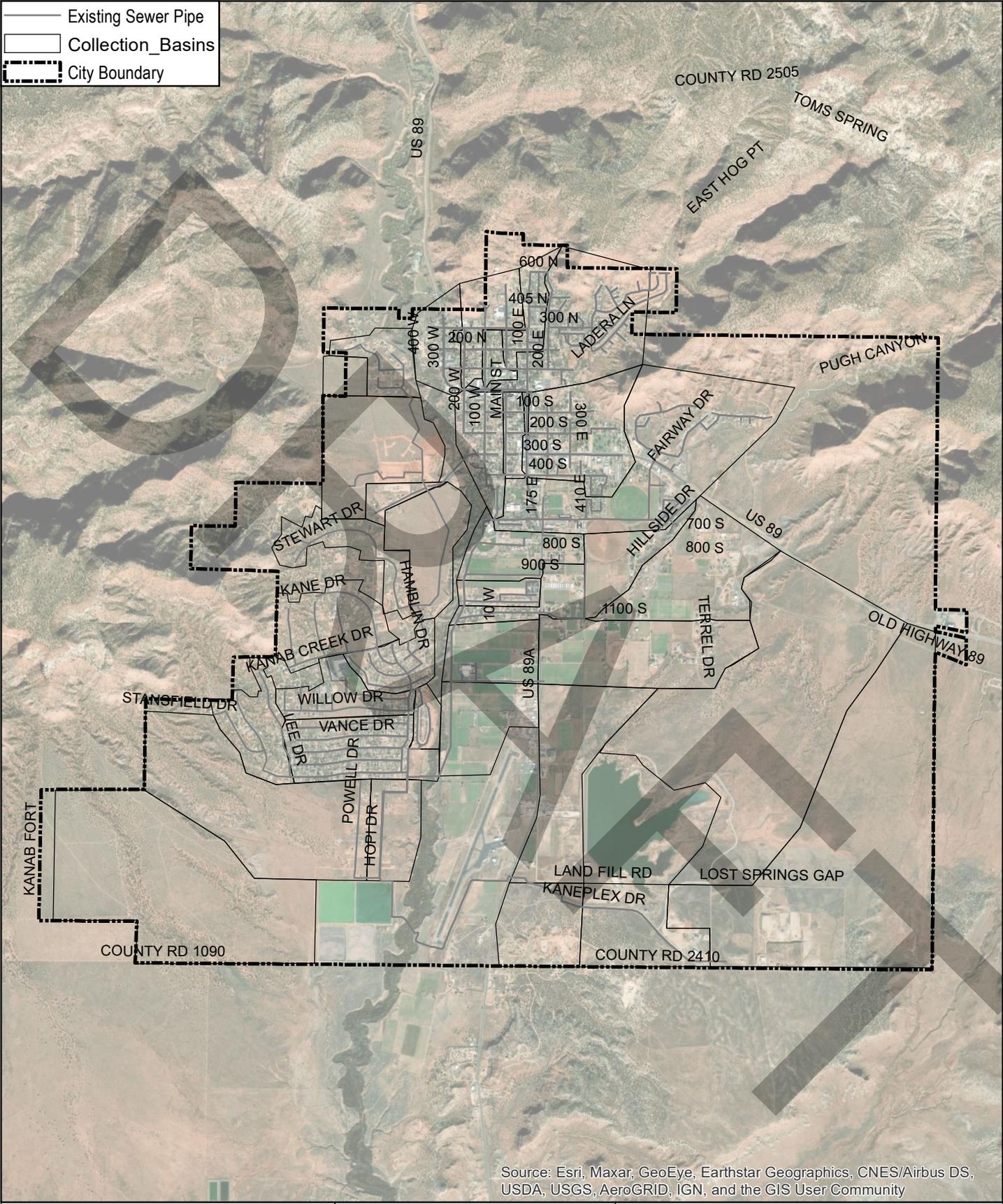


**KANAB CITY WASTEWATER
 IFFPA UPDATE 2024**
 Proposed Conditions Analysis (2043)
 Map 6



**KANAB CITY WASTEWATER
 IFFPA UPDATE 2024**
 Proposed Conditions Analysis (2043)
 Map 7

 Existing Sewer Pipe
 Collection_Basins
 City Boundary



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community


 0 2,000 4,000 Feet
 1:48,000




KANAB CITY WASTEWATER
IFFPA UPDATE 2024
 Collection Basins
 Map 8

APPENDIX B

TABLES & FIGURES

DRAFT

Wastewater Demands Tables

Year	Serviced ERCs	Average Daily Flow [gpm]	Peak Daily Flow [gpm]	Peak Daily Flow [MGD]
2023	2,661	202.7	810.75	0.292
2033	4,513	343.7	1,375	0.495
2043	6,102	464.7	1,859	0.669

Wastewater Model Demands

Year	Total Demand [gpm]	Flow per Manhole [gpm]	Kanab West Demand [gpm]
2023	811	2.16	0.0
2033	1,375	3.61	184.9
2043	1,859	4.69	335.1

Wastewater Influent Meter Readings

Date	Meter Reading	Treated	X200	Pond level 1	Pond level 2	Pond Level 3	Pond Level 4
July-20	6956740	37760	7.552	67	46	20	0
August-20	6996000	39260	7.852	68	37	11	0
September-20	7035140	39140	7.828	72	26	3	0
October-20	7078940	43800	8.76	73	25	0	0
November-20	7113290	34350	6.87	72	32	0	0
December-21	7151580	38290	7.658	72	43	0	0
January-21	7222950	71370	14.274	72	47	0	0
February-21	7259010	36060	7.212	72	49	0	0
March-21	7297910	38900	7.78	73	55	0	0
April-21	7340360	42450	8.49	72	50	0	0
May-21	7378780	38420	7.684	72	49	0	0
June-21	7419920	41140	8.228	72	39	0	0
July-21	7458210	38290	7.658	72	38	0	0
August-21	7496980	38770	7.754	72	37	0	0
September-21	7534930	37950	7.59	72	31	0	0
October-21	7576050	41120	8.224	73	34	0	0
November-21	7612650	36600	7.32	73	44	0	0
December-22	7654930	42280	8.456	73	54	0	0
January-22	7689940	35010	7.002	73	62	0	0
February-22	7725520	35580	7.116	73	65	0	0
March-22	7764150	38630	7.726	73	69	0	0
April-22	7806150	42000	8.4	73	63	0	0
May-22	7846430	40280	8.056	73	47	0	0
June-22	7887460	41030	8.206	72	52	0	0
July-22	7929840	42380	8.476	73	45	0	0

August-22	7971730	41890	8.378	73	48	0	0
September-22	8009720	37990	7.598	73	49	0	0
October-22	8053230	43510	8.702	73	53	0	0
November-22	8091740	38510	7.702	73	60	0	0
December-23	8136320	44580	8.916	73	72	13	0
January-23	8173230	36910	7.382	73	73	13	0
February-23	8211580	38350	7.67	73	73	20	0
March-23	8251830	40250	8.05	73	73	38	0
April-23	8295440	43610	8.722	73	71	33	0
May-23	8338410	42970	8.594	73	68	23	0
June-23	8383640	45230	9.046	73	67	13	0
July-23	8424390	40750	8.15	73	60	0	0

South Lift Station Meter Readings

Date	Lift Station Meter	1,000 gallons
March-22	766722	
April-22	767377	655
May-22	767977	600
June-22	768554	577
July-22	769211	657
August-22	769863	652
September-22	770462	599
October-22	771094	632
November-22	771592	498
December-23	772131	539
January-23	772548	417
February-23	772995	447
March-23	773448	453
April-23	773931	483
May-23	774430	499
June-23	774937	507
July-23	775426	489

APPENDIX C

FINANCIAL ANALYSIS

DRAFT

OWNER Kanab City
PROJECT Lagoon Aeration



ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	10%	LS	\$ 17,800.00	\$ 17,800.00
2	Project Record Documents	1%	LS	\$ 1,800.00	\$ 1,800.00
3	Traffic and Temporary Controls	4%	LS	\$ 7,100.00	\$ 7,100.00
4	Materials and Sampling	3%	LS	\$ 5,300.00	\$ 5,300.00
5	Construction Layout & Staking	2%	LS	\$ 3,600.00	\$ 3,600.00
Wastewater					
1	Lagoon Aeration	1	EA	\$ 178,332.29	\$ 178,332.29
Subtotal					\$ 213,932.29
Professional Services & Incidentals				15%	\$ 32,100.00
Contingency				25%	\$ 53,500.00
Subtotal					\$ 85,600.00
PROJECT TOTAL					\$ 299,532.29

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OWNER Kanab City
PROJECT Sewer Rake



ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT	
CONSTRUCTION						
1	Mobilization & Demobilization	10%	LS	\$ 25,000.00	\$ 25,000.00	
2	Project Record Documents	1%	LS	\$ 2,500.00	\$ 2,500.00	
3	Traffic and Temporary Controls	4%	LS	\$ 10,000.00	\$ 10,000.00	
4	Materials and Sampling	3%	LS	\$ 7,500.00	\$ 7,500.00	
5	Construction Layout & Staking	2%	LS	\$ 5,000.00	\$ 5,000.00	
Wastewater						
1	Sewer Rake	1	EA	\$ 250,000.00	\$ 250,000.00	
Subtotal					\$ 300,000.00	
				Professional Services & Incidentals	15%	\$ 45,000.00
				Contingency	25%	\$ 75,000.00
Subtotal					\$ 120,000.00	
PROJECT TOTAL					\$ 420,000.00	

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OWNER Kanab City
PROJECT Ranchos Parallel Outfall Pipe



ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT	
CONSTRUCTION						
1	Mobilization & Demobilization	10%	LS	\$ 82,400.00	\$ 82,400.00	
2	Project Record Documents	1%	LS	\$ 8,200.00	\$ 8,200.00	
3	Traffic and Temporary Controls	4%	LS	\$ 33,000.00	\$ 33,000.00	
4	Materials and Sampling	3%	LS	\$ 24,700.00	\$ 24,700.00	
5	Construction Layout & Staking	2%	LS	\$ 16,500.00	\$ 16,500.00	
Wastewater						
1	15" PVC Sewer	3880	EA	\$ 145.00	\$ 562,600.00	
2	Ultrasonic Sewer Meter	1	EA	\$ 50,000.00	\$ 50,000.00	
Transportation						
2	Pavement Asphalt T Patch	31040	SF	\$ 6.00	\$ 186,240.00	
Earthwork						
2	Restore Surface Improvements	1	LS	\$ 25,000.00	\$ 25,000.00	
Subtotal					\$ 988,640.00	
				Professional Services & Incidentals	15%	\$ 148,300.00
				Contingency	25%	\$ 247,200.00
Subtotal					\$ 395,460.00	
PROJECT TOTAL					\$ 1,384,100.00	

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**ALTERNATIVE 1, PHASE 1
 ENGINEER'S OPINION OF COST**

This alternative features gravity sewer without any pressurized sewer mains. There are no sewer easements required for the scope of this alternative.

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	9%	LS	\$ 435,100.00	\$ 435,100.00
2	Traffic Control	1	LS	\$ 33,000.00	\$ 33,000.00
3	Temporary Controls & Permitting	1	LS	\$ 38,000.00	\$ 38,000.00
4	Selective Site Demolition	1	LS	\$ 42,000.00	\$ 42,000.00
5	Restore Surface Improvements	1	LS	\$ 9,000.00	\$ 9,000.00
6	4" PVC SDR35 Sewer Lateral	401	EA	\$ 1,100.00	\$ 441,100.00
7	8" PVC SDR35 Sewer Main	20,249	LF	\$ 90.00	\$ 1,822,410.00
8	10" PVC SDR35 Sewer Main	0	LF	\$ 110.00	\$ -
9	12" PVC SDR35 Sewer Main	0	LF	\$ 130.00	\$ -
10	15" PVC SDR35 Sewer Main	3,870	LF	\$ 160.00	\$ 619,200.00
11	48" Sewer Manhole w/ Concrete Collar	64	EA	\$ 6,500.00	\$ 416,000.00
12	60" Sewer Manhole w/ Concrete Collar	13	EA	\$ 7,500.00	\$ 97,500.00
13	Connect to Existing Manhole	1	EA	\$ 5,000.00	\$ 5,000.00
14	Pavement T-Patch with Base	241,190	SF	\$ 5.00	\$ 1,205,950.00
15	Sewer Rake	1	LS	\$ 250,000.00	\$ 250,000.00
16	Chemical Injection Treatment	1	LS	\$ 75,000.00	\$ 75,000.00
17	Lagoon Aeration	1	LS	\$ 250,000.00	\$ 250,000.00
	Subtotal				\$ 5,739,260.00
	Contingency			15%	\$ 860,900.00
	Construction Total				\$ 6,600,160.00
PROFESSIONAL SERVICES & INCIDENTALS					
1	Design Survey	1.0%	LS	\$ 66,100.00	\$ 66,100.00
2	Engineering Design	6.3%	LS	\$ 415,900.00	\$ 415,900.00
3	Right-of-Way & Easement Documents	0.5%	LS	\$ 33,100.00	\$ 33,100.00
4	Funding Administration	0.6%	HR	\$ 39,700.00	\$ 39,700.00
5	Bid Phase Services	0.2%	HR	\$ 13,300.00	\$ 13,300.00
6	Construction Phase Services	8.5%	HR	\$ 561,100.00	\$ 561,100.00
	Subtotal			17.1%	\$ 1,129,200.00
	PROJECT TOTAL				\$ 7,729,360.00

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OWNER Kanab City
PROJECT 200 W North



ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	10%	LS	\$ 81,200.00	\$ 81,200.00
2	Project Record Documents	1%	LS	\$ 8,100.00	\$ 8,100.00
3	Traffic and Temporary Controls	4%	LS	\$ 32,500.00	\$ 32,500.00
4	Materials and Sampling	3%	LS	\$ 24,300.00	\$ 24,300.00
5	Construction Layout & Staking	2%	LS	\$ 16,200.00	\$ 16,200.00
Wastewater					
1	8" PVC Sewer	2870	LF	\$ 90.00	\$ 258,300.00
2	12" PVC Sewer	2507	LF	\$ 130.00	\$ 325,910.00
3	60" Sewer Manhole	14	EA	\$ 5,500.00	\$ 77,000.00
Transportation					
1	Pavement Asphalt T Patch	20056	SF	\$ 6.00	\$ 120,336.00
Earthwork					
1	Restore Surface Improvements	1	LS	\$ 30,000.00	\$ 30,000.00
				Subtotal	\$ 973,846.00
				Professional Services & Incidentals	15% \$ 146,100.00
				Contingency	25% \$ 243,500.00
				Subtotal	\$ 389,600.00
PROJECT TOTAL					\$ 1,363,446.00

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**ALTERNATIVE 1, PHASE 2
ENGINEER'S OPINION OF COST**

This alternative features gravity sewer without any pressurized sewer mains. There are no sewer easements required for the scope of this alternative.

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	9%	LS	\$ 200,100.00	\$ 200,100.00
2	Traffic Control	1	LS	\$ 11,000.00	\$ 11,000.00
3	Temporary Controls & Permitting	1	LS	\$ 13,000.00	\$ 13,000.00
4	Selective Site Demolition	1	LS	\$ 22,000.00	\$ 22,000.00
5	Restore Surface Improvements	1	LS	\$ 4,000.00	\$ 4,000.00
6	4" PVC SDR35 Sewer Lateral	206	EA	\$ 1,100.00	\$ 226,600.00
7	8" PVC SDR35 Sewer Main	7,274	LF	\$ 90.00	\$ 654,660.00
8	10" PVC SDR35 Sewer Main	2,198	LF	\$ 110.00	\$ 241,780.00
9	12" PVC SDR35 Sewer Main	787	LF	\$ 130.00	\$ 102,310.00
10	15" PVC SDR35 Sewer Main	0	LF	\$ 160.00	\$ -
11	48" Sewer Manhole w/ Concrete Collar	23	EA	\$ 6,500.00	\$ 149,500.00
12	60" Sewer Manhole w/ Concrete Collar	29	EA	\$ 7,500.00	\$ 217,500.00
13	Connect to Existing Manhole	2	EA	\$ 5,000.00	\$ 10,000.00
14	Pavement T-Patch with Base	102,590	SF	\$ 5.00	\$ 512,950.00
	Subtotal				\$ 2,365,400.00
	Contingency	15%			\$ 354,900.00
	Construction Total				\$ 2,720,300.00
PROFESSIONAL SERVICES & INCIDENTALS					
1	Design Survey	1.0%	LS	\$ 27,300.00	\$ 27,300.00
2	Engineering Design	6.3%	LS	\$ 171,400.00	\$ 171,400.00
3	Right-of-Way & Easement Documents	0.5%	LS	\$ 13,700.00	\$ 13,700.00
4	Funding Administration	0.6%	HR	\$ 16,400.00	\$ 16,400.00
5	Bid Phase Services	0.2%	HR	\$ 5,500.00	\$ 5,500.00
6	Construction Phase Services	8.5%	HR	\$ 231,300.00	\$ 231,300.00
	Subtotal	17.1%			\$ 465,600.00
	PROJECT TOTAL				\$ 3,185,900.00

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OWNER Kanab City
PROJECT Ranchos Parallel Outfall Pipe



ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT	
CONSTRUCTION						
1	Mobilization & Demobilization	10%	LS	\$ 8,600.00	\$ 8,600.00	
2	Project Record Documents	1%	LS	\$ 900.00	\$ 900.00	
3	Traffic and Temporary Controls	4%	LS	\$ 3,400.00	\$ 3,400.00	
4	Materials and Sampling	3%	LS	\$ 2,600.00	\$ 2,600.00	
5	Construction Layout & Staking	2%	LS	\$ 1,700.00	\$ 1,700.00	
Wastewater						
1	18" PVC Sewer	366	EA	\$ 160.00	\$ 58,560.00	
Transportation						
1	Pavement Asphalt T Patch	2928	SF	\$ 6.00	\$ 17,568.00	
Earthwork						
1	Restore Surface Improvements	1	LS	\$ 10,000.00	\$ 10,000.00	
Subtotal					\$ 103,328.00	
				Professional Services & Incidentals	15%	\$ 15,500.00
				Contingency	25%	\$ 25,900.00
Subtotal					\$ 41,332.00	
PROJECT TOTAL					\$ 144,660.00	

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OWNER Kanab City
PROJECT 1100 S Sewer Line Extension



ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT	
CONSTRUCTION						
1	Mobilization & Demobilization	10%	LS	\$ 63,100.00	\$ 63,100.00	
2	Project Record Documents	1%	LS	\$ 6,300.00	\$ 6,300.00	
3	Traffic and Temporary Controls	4%	LS	\$ 25,300.00	\$ 25,300.00	
4	Materials and Sampling	3%	LS	\$ 18,900.00	\$ 18,900.00	
5	Construction Layout & Staking	2%	LS	\$ 12,600.00	\$ 12,600.00	
Wastewater						
1	10" PVC Sewer	3800	LF	\$ 110.00	\$ 418,000.00	
2	60" Sewer Manhole	2	EA	\$ 5,500.00	\$ 11,000.00	
Transportation						
1	Pavement Asphalt T Patch	30400	SF	\$ 6.00	\$ 182,400.00	
Earthwork						
1	Restore Surface Improvements	1	LS	\$ 20,000.00	\$ 20,000.00	
Subtotal					\$ 757,600.00	
				Professional Services & Incidentals	15%	\$ 113,700.00
				Contingency	25%	\$ 189,400.00
Subtotal					\$ 303,100.00	
PROJECT TOTAL					\$ 1,060,700.00	

Disclaimer:

This Engineer's Opinion of Cost (EOC) is made on the basis of Engineer's experience, qualifications, general familiarity with the construction industry and represents the Engineer's best judgement as an experienced and qualified professional . However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer.

Notes:

- 1 - Quantities shown in the EOC are purely estimates based off a concept design. Quantities may be refined as design progresses.
- 2 - Unit costs are our best estimates based on similar projects. These costs are not guarantees. A number of factors may affect these costs when ultimately priced by a contractor.
- 3 - The EOC does not include fees that may be charged by the Owner such as impact fees, building permit fees, review fees, etc.
- 4 - LS = Lump Sum; EA = Each; SF = Square Feet; SY = Square Yard; AC = Acre; LF = Linear Feet; CY = Cubic Yard; TON = Ton; GAL = Gallon; DAY = Day; HR = Hour; EST = Estimate

OWNER Kanab City
PROJECT South Force Main Extension



ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT	
CONSTRUCTION						
1	Mobilization & Demobilization	10%	LS	\$ 12,300.00	\$ 12,300.00	
2	Project Record Documents	1%	LS	\$ 1,200.00	\$ 1,200.00	
3	Traffic and Temporary Controls	4%	LS	\$ 4,900.00	\$ 4,900.00	
4	Materials and Sampling	3%	LS	\$ 3,700.00	\$ 3,700.00	
5	Construction Layout & Staking	2%	LS	\$ 2,500.00	\$ 2,500.00	
Wastewater						
1	6" PVC Sewer	1070	LF	\$ 80.00	\$ 85,600.00	
2	2" Combination Air Vac	1	EA	\$ 12,000.00	\$ 12,000.00	
Earthwork						
1	Restore Surface Improvements	1	LS	\$ 25,000.00	\$ 25,000.00	
Subtotal					\$ 147,200.00	
				Professional Services & Incidentals	15%	\$ 22,100.00
				Contingency	25%	\$ 36,800.00
Subtotal					\$ 58,900.00	
PROJECT TOTAL					\$ 206,100.00	

Disclaimer:

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Notes:

- 1 - Quantities shown in the EOC are purely estimates based off a concept design. Quantities may be refined as design progresses.
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Cashflow - Kanab Wastewater Impact Fee Analysis

Proposed Impact Fee = \$ 3,065.84 Interest Rate

Title	2020	2021	2022	2023
Revenue				
Total ERCs	2,451	2,873	2,552	2,661
New ERCs	-	422	(321)	110
Average User Rate	\$ 9.26	\$ 9.26	\$ 17.76	\$ 17.76
Charges for Services	\$ 216,255	\$ 319,255	\$ 321,234	\$ 567,199
Connection Fees	\$ -	\$ -	\$ -	\$ -
Other Revenues	\$ 6,695	\$ 7,930	\$ 8,168	\$ 8,413
Impact Fees Collected*	\$ 12,763	\$ 68,075	\$ 60,815	\$ 337,242
Total Operating Revenue	\$ 235,713	\$ 327,185	\$ 329,401	\$ 575,611
Expenses				
Rent	\$ 1,792	\$ 477	\$ 11,155	\$ 4,609
Salaries & Wages	\$ 84,065	\$ 96,758	\$ 92,908	\$ 93,981
Employee Benefits	\$ 53,344	\$ 41,064	\$ 34,732	\$ 39,035
Office Expense	\$ 13,845	\$ 10,618	\$ 19,735	\$ 15,632
Insurance	\$ 5,112	\$ 5,001	\$ 8,068	\$ 6,242
Utilities	\$ 15,196	\$ 14,954	\$ 17,984	\$ 16,963
Travel & Training	\$ 457	\$ 800	\$ 851	\$ 850
System Repairs & Maintenance	\$ 47,257	\$ 70,304	\$ 62,197	\$ 61,717
Professional Services	\$ 10,084	\$ 5,433	\$ 3,357	\$ 6,480
Miscellaneous	\$ 2,645	\$ 2,370	\$ 6,111	\$ 3,820
Interest & Fiscal Charges	\$ 107	\$ 29,009	\$ 14,481	\$ 14,968
Liabilities	\$ 205,258	\$ 148,061	\$ 60,141	\$ 141,955
Total Operating Expenses	\$ 439,162	\$ 424,850	\$ 331,719	\$ 406,252
Accounts				
Net Cash	\$ (203,448)	\$ (97,665)	\$ (2,318)	\$ 169,359
Operating Account Balance	\$ 555,573	\$ 526,291	\$ 523,973	\$ 693,332
Impact Fee Balance	\$ 26,577	\$ 94,652	\$ 155,467	\$ 139,051
Project Costs				
Project Cost	\$ -	\$ -	\$ -	\$ -
Non-Impact Fee Eligible Cost	\$ -	\$ -	\$ -	\$ -
Impact Fee Eligible Cost	\$ -	\$ -	\$ -	\$ -
Project Name(s)				

is
3%

Title	2024	2025	2026	2027
Revenue				
Total ERCs	2,774	2,890	3,411	3,534
New ERCs	113	116	521	123
Average User Rate	\$ 17.76	\$ 25.84	\$ 25.84	\$ 25.84
Charges for Services	\$ 591,248	\$ 896,181	\$ 1,057,626	\$ 1,095,857
Connection Fees	\$ -	\$ -	\$ -	\$ -
Other Revenues	\$ 8,665	\$ 8,925	\$ 9,193	\$ 9,468
Impact Fees Collected*	\$ 346,440	\$ 355,637	\$ 1,597,303	\$ 377,098
Total Operating Revenue	\$ 599,913	\$ 905,106	\$ 1,066,819	\$ 1,105,325
Expenses				
Rent	\$ 4,747	\$ 4,890	\$ 5,036	\$ 5,187
Salaries & Wages	\$ 96,800	\$ 99,704	\$ 102,696	\$ 105,776
Employee Benefits	\$ 40,206	\$ 41,412	\$ 42,654	\$ 43,934
Office Expense	\$ 16,101	\$ 16,584	\$ 17,082	\$ 17,594
Insurance	\$ 6,430	\$ 6,623	\$ 6,821	\$ 7,026
Utilities	\$ 17,472	\$ 17,996	\$ 18,536	\$ 19,092
Travel & Training	\$ 875	\$ 902	\$ 929	\$ 957
System Repairs & Maintenance	\$ 63,568	\$ 65,475	\$ 67,440	\$ 69,463
Professional Services	\$ 6,674	\$ 6,874	\$ 7,081	\$ 7,293
Miscellaneous	\$ 3,934	\$ 4,052	\$ 4,174	\$ 4,299
Interest & Fiscal Charges	\$ 15,417	\$ 15,880	\$ 16,356	\$ 16,847
Liabilities	\$ 146,214	\$ 150,600	\$ 155,118	\$ 159,771
Total Operating Expenses	\$ 418,439	\$ 430,993	\$ 443,922	\$ 457,240
Accounts				
Net Cash	\$ 181,473	\$ 474,113	\$ 622,897	\$ 648,085
Operating Account Balance	\$ 874,806	\$ 1,348,919	\$ (4,331,632)	\$ (4,987,186)
Impact Fee Balance	\$ 485,491	\$ 100,010	\$ (152,745)	\$ 38,119
Project Costs				
Project Cost	\$ -	\$ 741,118	\$ 8,153,505	\$ 1,489,874
Non-Impact Fee Eligible Cost	\$ -	\$ -	\$ 6,303,447	\$ 1,303,640
Impact Fee Eligible Cost	\$ -	\$ 741,118	\$ 1,850,057	\$ 186,234
Project Name(s)		Lagoon Aeration, Sewer Rake	Ranchos Parallel Outfall Pipe, Kanab Ranchos Sewer Phase 1	N 200 W

Title	2028	2029	2030	2031
Revenue				
Total ERCs	3,661	3,792	3,927	4,272
New ERCs	127	131	135	345
Average User Rate	\$ 25.84	\$ 25.84	\$ 25.84	\$ 25.84
Charges for Services	\$ 1,135,234	\$ 1,175,793	\$ 1,217,569	\$ 1,324,467
Connection Fees	\$ -	\$ -	\$ -	\$ -
Other Revenues	\$ 9,753	\$ 10,045	\$ 10,346	\$ 10,657
Impact Fees Collected*	\$ 389,362	\$ 401,625	\$ 413,888	\$ 1,057,715
Total Operating Revenue	\$ 1,144,987	\$ 1,185,838	\$ 1,227,915	\$ 1,335,124
Expenses				
Rent	\$ 5,343	\$ 5,503	\$ 5,668	\$ 5,839
Salaries & Wages	\$ 108,950	\$ 112,218	\$ 115,585	\$ 119,052
Employee Benefits	\$ 45,252	\$ 46,609	\$ 48,008	\$ 49,448
Office Expense	\$ 18,122	\$ 18,666	\$ 19,226	\$ 19,802
Insurance	\$ 7,237	\$ 7,454	\$ 7,677	\$ 7,908
Utilities	\$ 19,665	\$ 20,255	\$ 20,863	\$ 21,488
Travel & Training	\$ 985	\$ 1,015	\$ 1,045	\$ 1,077
System Repairs & Maintenance	\$ 71,547	\$ 73,693	\$ 75,904	\$ 78,181
Professional Services	\$ 7,512	\$ 7,737	\$ 7,969	\$ 8,208
Miscellaneous	\$ 4,428	\$ 4,561	\$ 4,698	\$ 4,839
Interest & Fiscal Charges	\$ 17,352	\$ 17,873	\$ 18,409	\$ 18,961
Liabilities	\$ 164,565	\$ 169,502	\$ 174,587	\$ 179,824
Total Operating Expenses	\$ 470,957	\$ 485,086	\$ 499,639	\$ 514,628
Accounts				
Net Cash	\$ 674,030	\$ 700,752	\$ 728,276	\$ 820,496
Operating Account Balance	\$ (4,313,157)	\$ (3,612,404)	\$ (2,884,128)	\$ (4,998,405)
Impact Fee Balance	\$ 390,677	\$ 792,302	\$ 1,206,190	\$ 1,280,423
Project Costs				
Project Cost	\$ 36,804	\$ -	\$ -	\$ 3,918,255
Non-Impact Fee Eligible Cost	\$ -	\$ -	\$ -	\$ 2,934,773
Impact Fee Eligible Cost	\$ 36,804	\$ -	\$ -	\$ 983,482
Project Name(s)	IFFPA 5yr			Kanab Ranchos Phase 2

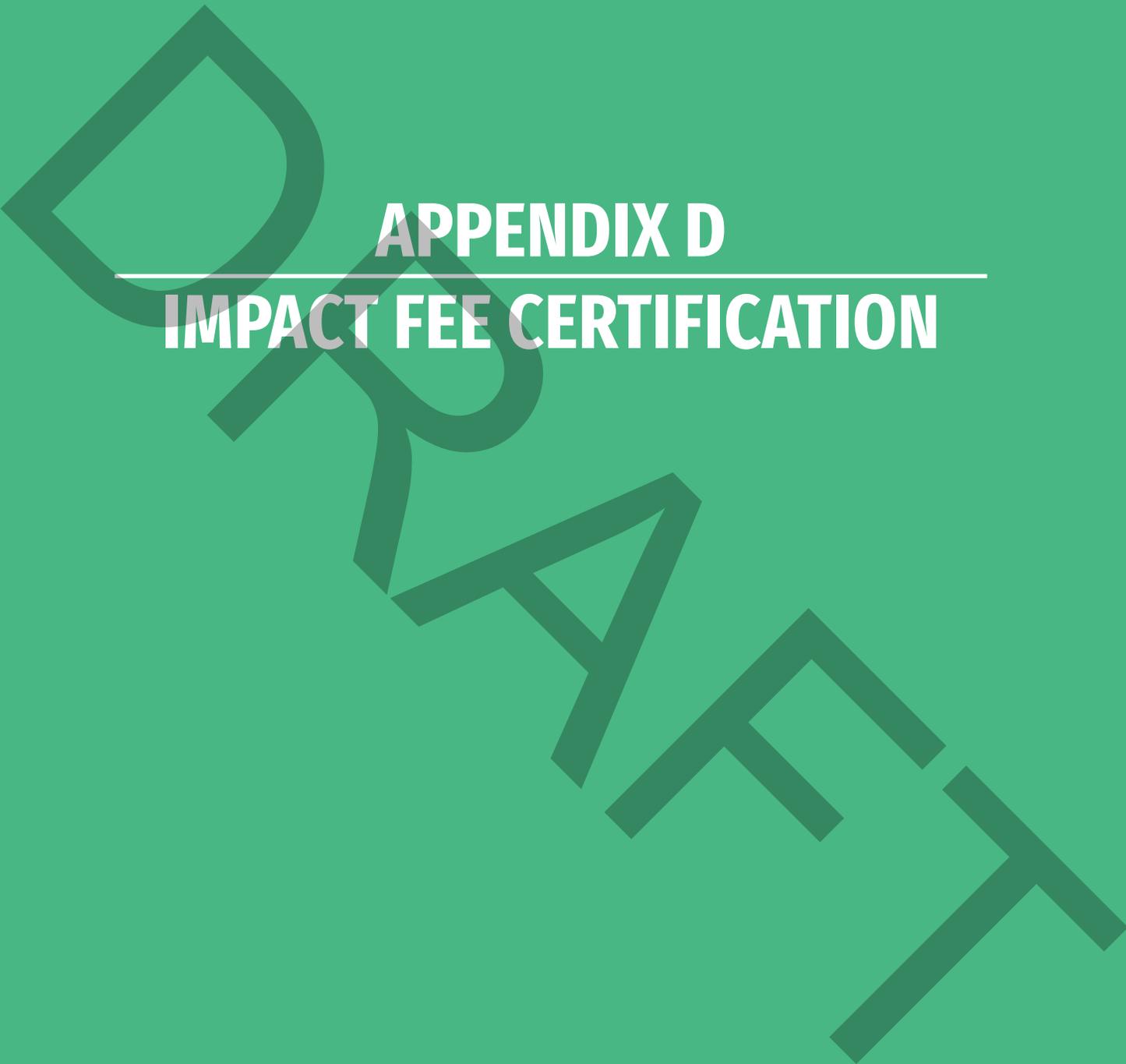
Title	2032	2033	2034	2035
Revenue				
Total ERCs	4,415	4,513	4,613	4,715
New ERCs	143	98	100	102
Average User Rate	\$ 25.84	\$ 25.84	\$ 25.84	\$ 25.84
Charges for Services	\$ 1,368,786	\$ 1,399,219	\$ 1,430,261	\$ 1,461,923
Connection Fees	\$ -	\$ -	\$ -	\$ -
Other Revenues	\$ 10,977	\$ 11,306	\$ 11,645	\$ 11,994
Impact Fees Collected*	\$ 438,415	\$ 300,452	\$ 306,584	\$ 312,716
Total Operating Revenue	\$ 1,379,763	\$ 1,410,525	\$ 1,441,906	\$ 1,473,917
Expenses				
Rent	\$ 6,014	\$ 6,194	\$ 6,380	\$ 6,571
Salaries & Wages	\$ 122,624	\$ 126,303	\$ 130,092	\$ 133,994
Employee Benefits	\$ 50,931	\$ 52,459	\$ 54,033	\$ 55,654
Office Expense	\$ 20,396	\$ 21,008	\$ 21,639	\$ 22,288
Insurance	\$ 8,145	\$ 8,389	\$ 8,641	\$ 8,900
Utilities	\$ 22,133	\$ 22,797	\$ 23,481	\$ 24,185
Travel & Training	\$ 1,109	\$ 1,142	\$ 1,176	\$ 1,212
System Repairs & Maintenance	\$ 80,526	\$ 82,942	\$ 85,430	\$ 87,993
Professional Services	\$ 8,455	\$ 8,708	\$ 8,970	\$ 9,239
Miscellaneous	\$ 4,984	\$ 5,134	\$ 5,288	\$ 5,446
Interest & Fiscal Charges	\$ 19,530	\$ 20,116	\$ 20,720	\$ 21,341
Liabilities	\$ 185,219	\$ 190,775	\$ 196,499	\$ 202,394
Total Operating Expenses	\$ 530,067	\$ 545,969	\$ 562,348	\$ 579,218
Accounts				
Net Cash	\$ 849,696	\$ 864,556	\$ 879,558	\$ 894,699
Operating Account Balance	\$ (4,148,709)	\$ (3,284,152)	\$ (2,404,594)	\$ (1,509,895)
Impact Fee Balance	\$ 1,535,587	\$ 140,487	\$ 447,071	\$ 759,786
Project Costs				
Project Cost	\$ 183,251	\$ 1,695,553	\$ -	\$ -
Non-Impact Fee Eligible Cost	\$ -	\$ -	\$ -	\$ -
Impact Fee Eligible Cost	\$ 183,251	\$ 1,695,553	\$ -	\$ -
Project Name(s)	Lagoon Outfall 1100 S Sewer Pipe Expansion Line Extension, South Force Main, IFFPA 10yr			

Title	2036	2037	2038	2039
Revenue				
Total ERCs	4,819	4,926	5,034	5,144
New ERCs	104	106	108	111
Average User Rate	\$ 25.84	\$ 25.84	\$ 25.84	\$ 25.84
Charges for Services	\$ 1,494,218	\$ 1,527,160	\$ 1,560,760	\$ 1,595,032
Connection Fees	\$ -	\$ -	\$ -	\$ -
Other Revenues	\$ 12,354	\$ 12,725	\$ 13,107	\$ 13,500
Impact Fees Collected*	\$ 318,847	\$ 324,979	\$ 331,111	\$ 340,308
Total Operating Revenue	\$ 1,506,573	\$ 1,539,885	\$ 1,573,867	\$ 1,608,532
Expenses				
Rent	\$ 6,768	\$ 6,971	\$ 7,181	\$ 7,396
Salaries & Wages	\$ 138,014	\$ 142,155	\$ 146,419	\$ 150,812
Employee Benefits	\$ 57,324	\$ 59,043	\$ 60,815	\$ 62,639
Office Expense	\$ 22,956	\$ 23,645	\$ 24,354	\$ 25,085
Insurance	\$ 9,167	\$ 9,442	\$ 9,725	\$ 10,017
Utilities	\$ 24,911	\$ 25,658	\$ 26,428	\$ 27,221
Travel & Training	\$ 1,248	\$ 1,285	\$ 1,324	\$ 1,364
System Repairs & Maintenance	\$ 90,633	\$ 93,352	\$ 96,153	\$ 99,037
Professional Services	\$ 9,516	\$ 9,801	\$ 10,095	\$ 10,398
Miscellaneous	\$ 5,610	\$ 5,778	\$ 5,951	\$ 6,130
Interest & Fiscal Charges	\$ 21,982	\$ 22,641	\$ 23,320	\$ 24,020
Liabilities	\$ 208,466	\$ 214,719	\$ 221,161	\$ 227,796
Total Operating Expenses	\$ 596,595	\$ 614,492	\$ 632,927	\$ 651,915
Accounts				
Net Cash	\$ 909,978	\$ 925,392	\$ 940,939	\$ 956,617
Operating Account Balance	\$ (599,917)	\$ 325,475	\$ 1,266,414	\$ 2,223,032
Impact Fee Balance	\$ 1,078,634	\$ 1,403,613	\$ 1,734,723	\$ 2,075,032
Project Costs				
Project Cost	\$ -	\$ -	\$ -	\$ -
Non-Impact Fee Eligible Cost	\$ -	\$ -	\$ -	\$ -
Impact Fee Eligible Cost	\$ -	\$ -	\$ -	\$ -
Project Name(s)				

Title	2040	2041	2042	2043
Revenue				
Total ERCs	5,257	5,372	5,490	5,609
New ERCs	113	115	117	120
Average User Rate	\$ 25.84	\$ 25.84	\$ 25.84	\$ 25.84
Charges for Services	\$ 1,629,990	\$ 1,665,647	\$ 1,702,017	\$ 1,739,114
Connection Fees	\$ -	\$ -	\$ -	\$ -
Other Revenues	\$ 13,905	\$ 14,322	\$ 14,752	\$ 15,194
Impact Fees Collected*	\$ 346,440	\$ 352,572	\$ 358,703	\$ 367,901
Total Operating Revenue	\$ 1,643,895	\$ 1,679,969	\$ 1,716,768	\$ 1,754,308
Expenses				
Rent	\$ 7,618	\$ 7,846	\$ 8,082	\$ 8,324
Salaries & Wages	\$ 155,336	\$ 159,996	\$ 164,796	\$ 169,740
Employee Benefits	\$ 64,518	\$ 66,454	\$ 68,447	\$ 70,501
Office Expense	\$ 25,838	\$ 26,613	\$ 27,411	\$ 28,234
Insurance	\$ 10,318	\$ 10,627	\$ 10,946	\$ 11,275
Utilities	\$ 28,038	\$ 28,879	\$ 29,745	\$ 30,637
Travel & Training	\$ 1,405	\$ 1,447	\$ 1,490	\$ 1,535
System Repairs & Maintenance	\$ 102,008	\$ 105,069	\$ 108,221	\$ 111,467
Professional Services	\$ 10,710	\$ 11,031	\$ 11,362	\$ 11,703
Miscellaneous	\$ 6,314	\$ 6,503	\$ 6,698	\$ 6,899
Interest & Fiscal Charges	\$ 24,740	\$ 25,483	\$ 26,247	\$ 27,035
Liabilities	\$ 234,630	\$ 241,669	\$ 248,919	\$ 256,386
Total Operating Expenses	\$ 671,472	\$ 691,617	\$ 712,365	\$ 733,736
Accounts				
Net Cash	\$ 972,422	\$ 988,352	\$ 1,004,403	\$ 1,020,572
Operating Account Balance	\$ 3,195,454	\$ 4,183,806	\$ 5,188,209	\$ 6,208,782
Impact Fee Balance	\$ 2,421,472	\$ 2,774,043	\$ 3,132,746	\$ 3,500,647
Project Costs				
Project Cost	\$ -	\$ -	\$ -	\$ -
Non-Impact Fee Eligible Cost	\$ -	\$ -	\$ -	\$ -
Impact Fee Eligible Cost	\$ -	\$ -	\$ -	\$ -
Project Name(s)				

APPENDIX D

IMPACT FEE CERTIFICATION



Certification of Impact Fee Analysis

In accordance with Utah Code Title 11-36a-306 Kelvin C. Smith, P.E., on behalf of Civil Science, Inc., make the following certification:

I certify that the attached impact fee facilities plan and impact fee analysis:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents; or
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
3. offsets costs with grants or other alternate sources of payment; and
4. complies in each and every relevant respect with the Impact Fees Act.

This Certification is made with the following assumptions:

1. All data provided to Civil Science, Inc. is assumed to be correct, complete, and accurate.
2. Any changes to the impact fee facilities plan and impact fee analysis after the issuance of this certification will void same certification.
3. Recommendations will be followed in their entirety by Kanab City and City officials.
4. The undersigned is trained and licensed as a professional engineer and has not been trained or licensed as a lawyer. Nothing in the foregoing certification shall be deemed an opinion of law or an

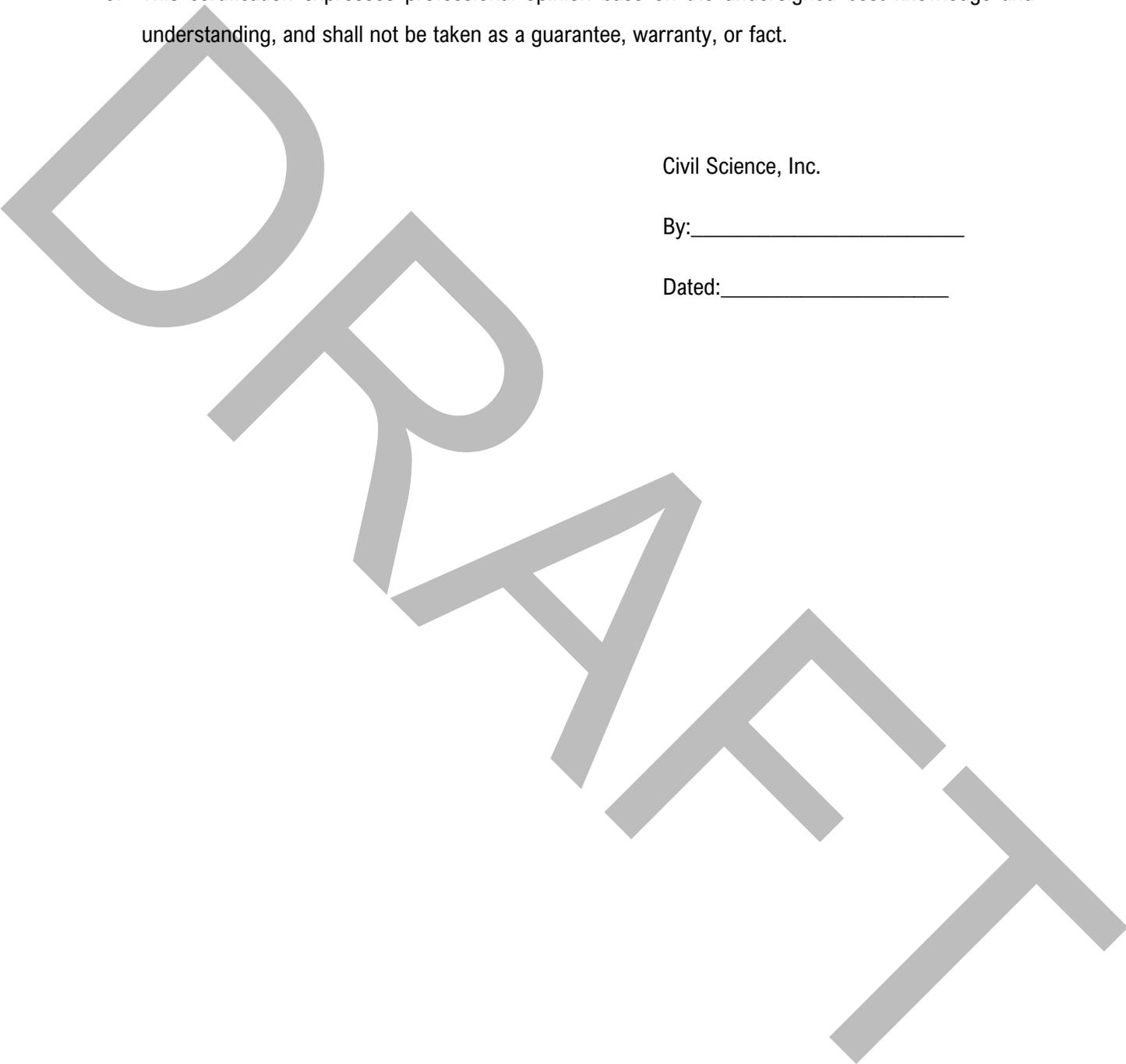
opinion of compliance with law which under applicable professional licensing laws or regulations or other laws or regulations must be rendered by a lawyer licensed in the State of Utah.

5. This certification expresses professional opinion base on the undersigned best knowledge and understanding, and shall not be taken as a guarantee, warranty, or fact.

Civil Science, Inc.

By: _____

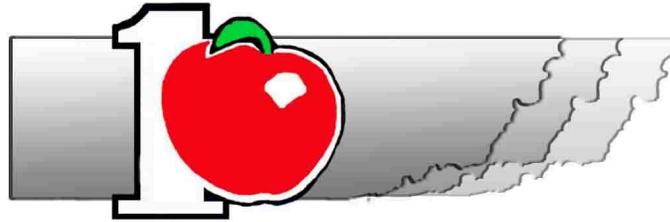
Dated: _____



Kane School District

BOARD OF EDUCATION

Danny Little, President
Kanab
Lisa Livingston, Vice-President
Kanab
Karen H. Kelly, Member
Kanab
Jarad Brinkerhoff, Member
Glendale
Marc Grow, Member
Kanab



Rigor □ Relationships □ Relevance
Every Student, Every Day

BEN DALTON, Ed.D
Superintendent

CARY A. REESE, CPA
Business Manager

March 21, 2024

Kanab City Council,

The Kane County School District would like to thank Kanab City for your assistance with painting the crosswalks and moving the crossing guard to the new Kanab Elementary School location. In addition to these changes, I would like to continue the conversations and express our concerns about student safety regarding the additional items listed in our August 26, 2022 letter addressed to Kanab City (attached). Also, on September 27, 2022, I presented to the Kanab City Council the top four priorities for our Safe Routes to Schools. I have also attached the PowerPoint slide that was presented to the Kanab City Council in 2022 for your reference. August 2024 will mark the conclusion of our first year of occupancy in the new school, and with warmer weather, we anticipate more students will be walking or riding their bikes to school and as such, we respectfully request the following items to address student safety concerns:

- Flashing crosswalk signs for the school zones (Kane County School District will pay for the sign)
- Cut the weeds on the shoulder of the roads on the Kanab City right-of-way
- Bladed dirt path on the City right-of-way on the areas identified as priorities in the presentation
- Work collectively with the school district and UDOT to address the traffic issues at Kanab Creek Dr and 89A
- Work collectively with the school district, Kane County, and Kanab City to install a paved trail on Powell Dr to the school
- Work with UDOT to install flashing lights for the new crosswalk at 89A and E 650 S

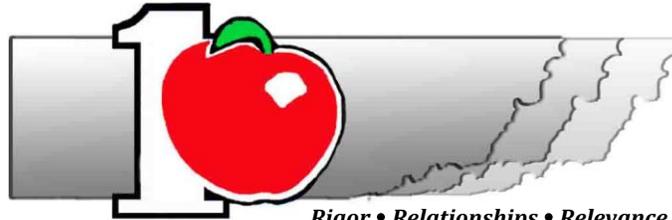
We appreciate our partnership with Kanab City and the continued collaboration to identify and improve safe routes to school. Please contact me if we can be of assistance or provide additional information to the Kanab City Council.

Sincerely,

Ben Dalton
Superintendent, Kane County School District

Kane School District

BOARD OF EDUCATION
Dr. LoRal Linton, President
Kanab
Brian Goulding, Vice-President
Orderville
Karen H. Kelly, Member
Kanab
Danny Little, Member
Kanab
Lisa Livingston, Member
Kanab



BEN DALTON
Superintendent

CARY A. REESE, CPA
Business Manager

Aug 26, 2022

Kanab City Council

The Kane County School District is anticipating that the new Kanab Elementary School construction will be completed in the spring of 2023, where we are tentatively planning for a mid-year move into the new facility. In preparation for the opening of the new facility, we would like to identify the following safety concerns and potential solutions for safe routes to schools:

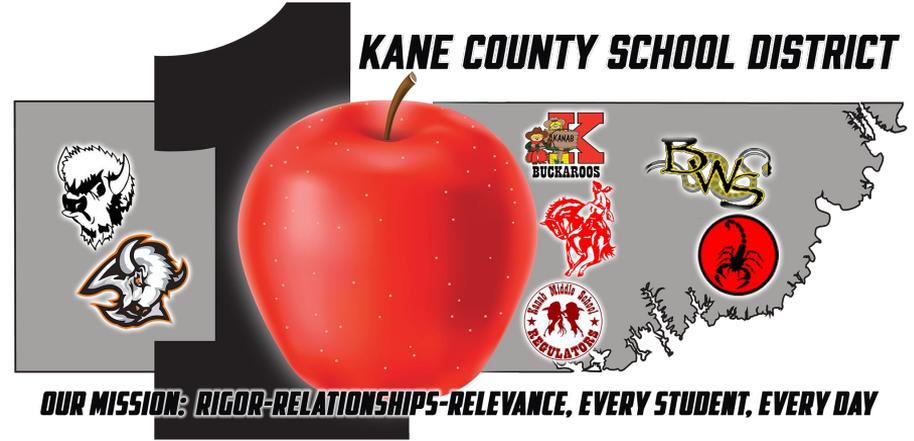
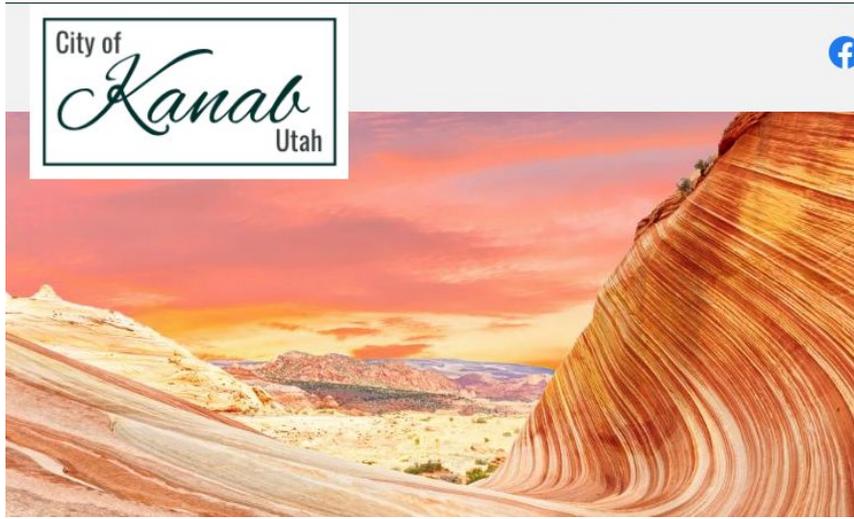
- Relocate the City crossing guard from Main Street and 89 to the new school location
- Painted crosswalks on Swapp Drive and Kanab Creek Drive
- Bladed dirt path on the City right of way in the Kanab Creek Ranchos to provide a path for students to walk to school
- Work collectively with the School District and UDOT to install a crosswalk and traffic light at Kanab Creek Dr and the 89A intersection
- Work collectively with the School District and Kane County to install a paved trail on Powell Dr to the school

We appreciate our partnership with Kanab City and plan to continue to work collaboratively to identify and improve safe routes to schools. Please contact me if we can be of assistance or provide additional information to the Kanab City Council.

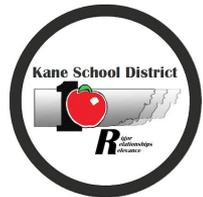
Sincerely,

A handwritten signature in black ink that reads "Ben Dalton". The signature is written in a cursive, flowing style.

Ben Dalton, Superintendent
Kane County School District



Kanab Elementary School Presentation September 27, 2022



Kanab Elementary School

Timeline & Planning Information

- Construction started March 15, 2021
- Initial completion date was Dec 1, 2022
- Estimated completion date April 3, 2023
- 64% completion
- 59 workers on the construction site daily
- 700 student capacity
- KES has 527 students + 94 preschool
- Food Service preparation for all Kanab schools
- Full size gym w/ wood floor
- \$25 Million / no tax increase
- Lowest interest rate for GO Bond in the state 1.35%





HVAC duct and roof deck painted in Multi-Purpose Room A100. Viewed looking at the northwest corner of the room.



Ceramic wall tile installation in progress in the Kitchen.

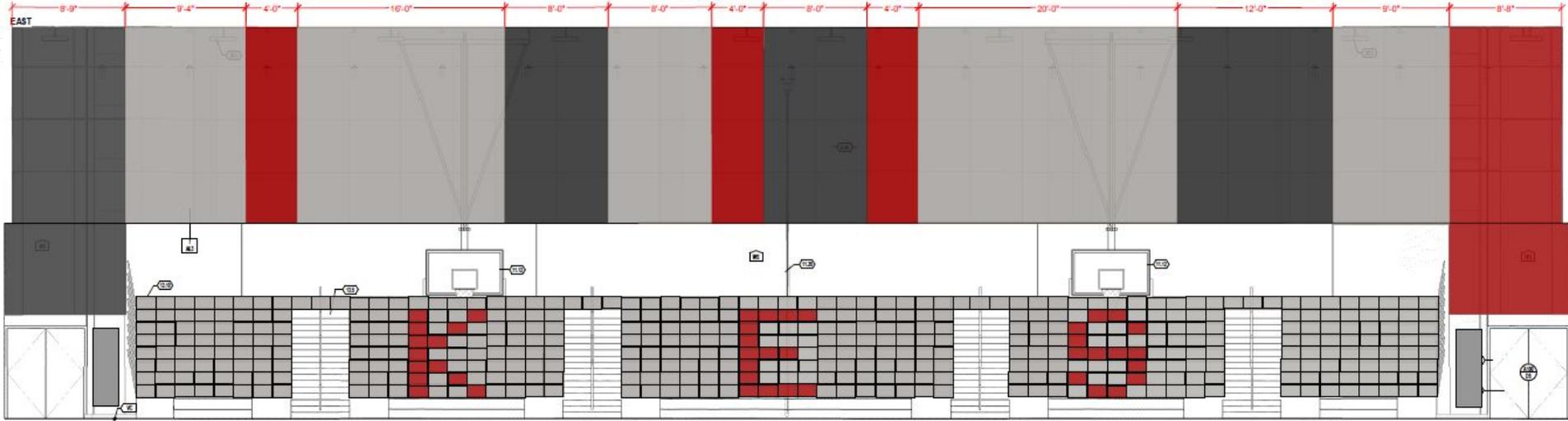


Hollow metal frame installed between Hall B100 and Hall B101.



HVAC duct installation typical of classrooms in Area B.

A5.7 SCALE: 1/8" = 1'-0"



BLEACHER COLORS:

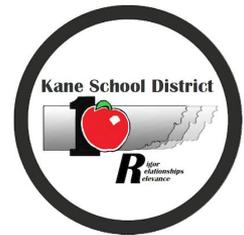


HUSSY SEATING #050 GREY



HUSSY SEATING #194 RED

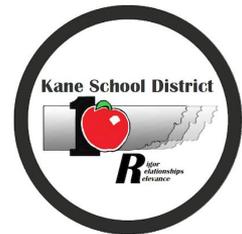
6 MULTI-PURPOSE ROOM A100 INTERIOR ELEVATION

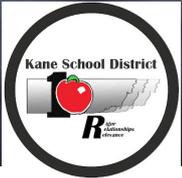


Parent Drop-off Zone: Vermillion Dr (entrance) Kanab Creek Dr (exit)



New KES 9-13-22 (2)



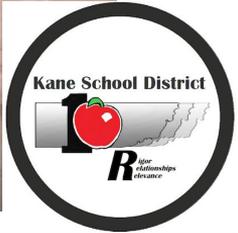


Bus Zone on S. Powell Dr



Movie of New KES 9-13-22 (2)

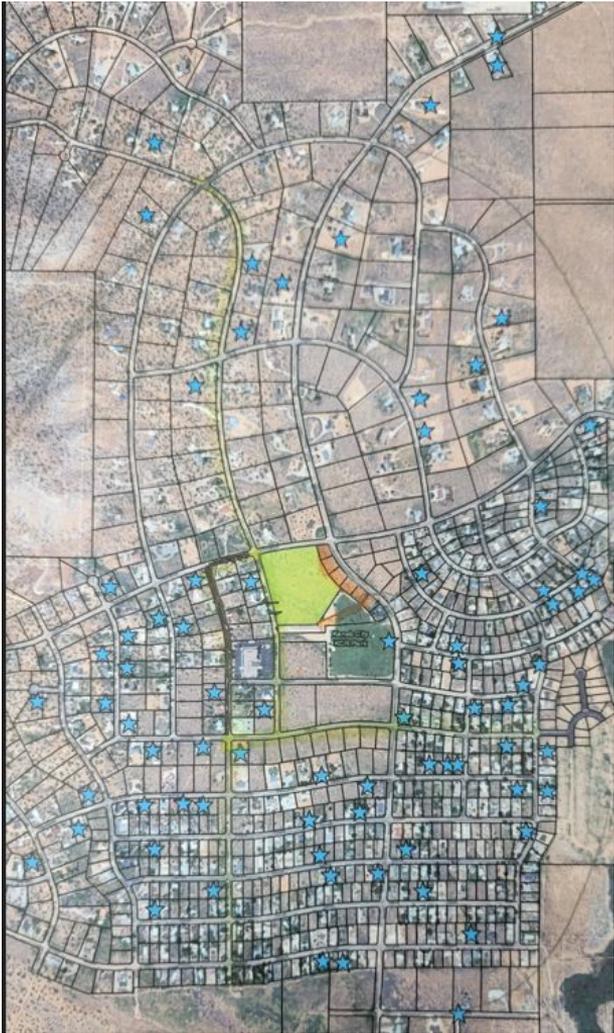






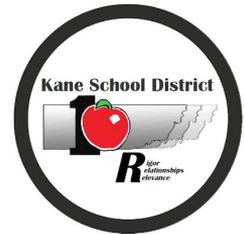
ovie of New KES 9-13-22 (2)



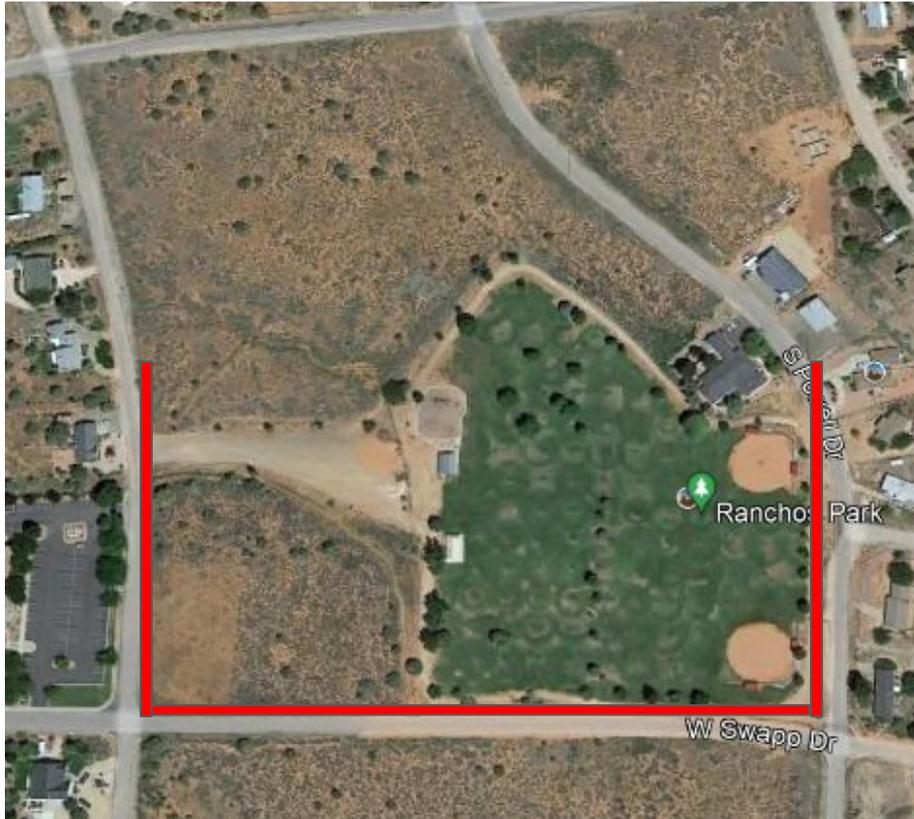


KES Student Locations

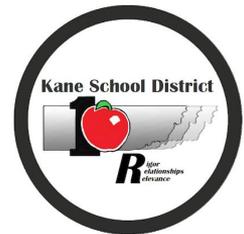
- Most students live south of Kanab Creek Dr



Safe Routes to School



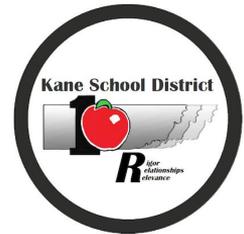
Priority #1



Priority #2



Swapp Dr
East/ West



Priority #4

S. Vermillion Dr
or
Powell Dr

