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 **12th day of August 2025**, 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 items contain routine, non-controversial items that require City Council action but need little or no City Council deliberation).

   A) Approval of City Council Minutes:
      Regular City Council Meeting – July 8, 2025

   B) Approval of Accounts Payable Vouchers
      Accounts Payable July 8, 2025 $117,062.17
      Accounts Payable July 15, 2025 $79,167.91
      Accounts Payable July 23, 2025 $67,782.25
      Accounts Payable August 5, 2025 $79,517.84

4) **BOARD COMMISSION, COMMITTEE APPOINTMENTS:**
   A) Michael Brundage - Kanab Library Board

5) **PRESENTATIONS:** None at this time

6) **PUBLIC HEARING ITEMS:**
   A) Public hearing, discussion and consideration of a plat amendment to adjust the lot line for parcels 39-1148, 39-1107 and 39-1108; located approximately at 312 W. Pipe Springs Dr, 334 W. Pipe Springs Dr. and 329 W. Johnson Dr (Applicant Iron Rock Engineering).
   B) Public hearing, discussion and consideration of a plat amendment to adjust the lot line for parcels 65-2096, 65-2097, and 65-2098 located approximately at 1750 S. Lee Drive and 1782 S Lee Drive (Applicant Red Sands Geomatics).
   C) Public hearing, discussion, and consideration of an ordinance vacating a portion of easement for parcels 65-2096, 65-2097, and 65-2098 located approximately at 1750 S. Lee Drive and 1782 S Lee Drive (Applicant Red Sands Geomatics).
   D) Discussion and consideration of an ordinance amending the Kanab City Consolidated Fee Schedule and the Kanab City Subdivision Ordinance Chapter 2A and 2B. The purpose of the amendment is to update the ordinance with the new requirements in Utah State Code.

7) **ACTION ITEMS READY FOR VOTE:**
   A) Discussion and consideration of the replacement of police department technology including body cameras, dash cameras, and laptops.
   B) Discussion and consideration of the purchase and surplus of fleet vehicles for public works, police, and parks as anticipated within the FY 2026 budget.
   C) Discussion and consideration of the Fall 2025 road chip seal project (previously approved and anticipated in spring of 2025).
   D) Discussion and consideration of performing some of the work for the Jacob Hamblin Park through City Staff, and authorizing staff to spend the budgeted amounts on tools, parts, and equipment for the project.
   E) Discussion and consideration of the purchase of construction materials for two impact fee eligible projects: West Fork Well #5 and sewer rake authorizing staff to spend the budgeted amounts on tools, parts, and equipment for the project.
   F) Discussion and consideration bids to resurface the Jacob Hamblin Park Tennis Courts and Basketball Court (partially grant funded through the Kane County Recreation and Transportation SSD).
   G) Strategy session to discuss pending or reasonably imminent litigation.

8) **ITEMS FOR DISCUSSION:**
   A) Discussion on the Kanab City Public Infrastructure District Policy and the financing tool of Infrastructure Financing Districts allowed for in the State of Utah.
   B) Discuss Land Use Ordinance regarding dog boarding in residential zones as a home occupation.

9) **REVIEW AND DISCUSSION OF THE SEPTEMBER 9, 2025 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.

Kanab City Council Meeting
July 8th, 2025
Kanab City Offices
26 North 100 East
6:30 PM

Work Meeting

1. **Mayor and Council Business – Liaison Reports**

Liaison Report

Councilmember Chamberlain – There was a site plan approved for the Kane County Office of Tourism. Everything else discussed in Planning Commission is on the agenda for tonight's City Council meeting.
Councilmember Banks – Nothing to report.
Councilmember Corry – The Beautification Board will be meeting in two weeks to review landscape ideas for the downtown areas of the City.
Mayor Johnson – Absent
Councilmember Heaton – The new Kanab Fort sign was installed at the south end of the City. There is a temporary solution for the Kane County/EMS emergency response. Chief Pierson wants to thank Kanab City Parks & Recreation Departments and Spencer Mosdell for their efforts on the Fourth of July fireworks. The Police Department was busy with over the Fourth of July weekend. Officers are now carrying the new firearms that were purchased.
Councilmember Colson – Absent

City Staff Business - None at this time.

Business Meeting

Call to Order and Roll Call – Mayor Pro-Tem Heaton called the meeting to order. Mayor Pro-Tem Heaton offered the invocation. Ms. Ramsay led the pledge of allegiance.

In attendance:; Mayor Pro-Tem Heaton; Councilmember Corry; Councilmember Banks; Councilmember Chamberlain; City Manager Kyler Ludwig; Building Inspector & Land Use Coordinator Janae Chatterley and Treasurer Danielle Ramsay and City Attorney, Kent Burggraaf.

Not in attendance – Mayor Johnson; Councilmember Colson

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2. **Public Comment Period –**

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:**
        June 24th, 2025 City Council Meeting.

    b. **Approval of Accounts Payable Vouchers**
        Accounts Payable June 11, 2025 $94,012.43
        Accounts Payable June 17, 2025 $239,506.82
        Accounts Payable June 24, 2025 $133,777.21
        Accounts Payable July 1, 2025 $51,488.88

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

4. **BOARD COMMISSION, COMMITTEE APPOINTMENTS:**
    a. **Lois Hook – Kanab City Library Board**

Councilmember Chamberlain made a motion to approve the appointment of Lois Hook to the Kanab City Library Board. Councilmember Banks seconds, unanimous vote. Motion passed.

5. **PRESENTATIONS:** None at this time.

6. **PUBLIC HEARING ITEMS:**

    a. **Public hearing, discussion and consideration of a plat amendment to adjust the lot line for parcel U-A-1, K-68-25, and K-68-15 located approximately at 384 N. 200 E (Applicant Red Sands Geomatics).**

Ms. Chatterley explained Red Sand Geomatics applied to amend the plat for Vermillion Heights and Kanawood, parcels UA-1, K-68-25 and K-68-15, located approximately at 384 North 200 East. The plat amendment consists of adjusting the lot line between the three lots. The current zone is R-1-8.
City staff has reviewed the application, sketch plan and narrative provided by the applicant. Staff has determined:
• The application meets the requirements of the subdivision ordinance.
• Sensitive lands have not been identified
• The subdivision is consistent with the General Plan and Future Land Use Map.
• Parcel is zoned R-1-8.
• The proposed streets conform to the guidelines found in the Transportation Master Plan.

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The owner of record contained within the plat is Shayne & Lori Ramsay, Maureen Ramsay & Robert Ramsay, a title report has been submitted to Kanab City. The applicant has paid the amended plat fee required. Any impact fees will be collected through the building permitting process.
Planning Commission sent a positive recommendation to City Council for the plat amendment.

- Enter Public Hearing -

- Close Public Hearing -

Councilmember Chamberlain made a motion to approve plat amendment to the Vermillion Heights and Kanawood Subdivision, parcels U-A-1, K-68-25 and K-68-15 located at approximately 384 N. 200 E. Councilmember Corry seconds.

Councilmember Colson – Absent
Councilmember Heaton – Mayor Pro-Tem
Councilmember Corry - Yes
Councilmember Banks – Yes
Councilmember Chamberlain – Yes
Motion passed.

b. Public hearing, discussion, and consideration of an ordinance vacating a portion of easement for parcel U-A-1, K-68-25, and K-68-15 located approximately at 384 N. 200 E. (Applicant Red Sands Geomatics)

Ms. Chatterley explained Red Sand Geomatics is requesting to vacate the public utility easements on parcel U-A-1, K68-25 and K-68-15 located approximately at 384 North 200 East. The property owners are requesting a lot line adjustment, currently the house encroaches on the property line and the easement. City staff has determined:
• The easement is being used by Kanab City, Garkane and South Central and cannot be completely vacated but can be moved. The new location of the easement will have 10-feet on each side of the property line for parcels U-A-1 and K-68-25
• The application meets the requirements of the Utah Code
• Good cause exists for the vacation
• Neither the public interest nor any person will be materially injured by the proposed vacation.
The owner of record contained within the plat is Shayne and Lori Ramsay, Maureen Ramsay and Robert Ramsay.
Planning Commission sent a positive recommendation to City Council for approval of the vacation.

- Enter Public Hearing -

- Close Public Hearing -

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Councilmember Corry made a motion to approve Ordinance 7- 1- 25 O, an Ordinance vacating a portion of easement for parcel U-A-1, K-68-25, and K-68-15 located approximately at 384 N. 200 E. Councilmember Banks seconds.

Councilmember Colson – Absent
Councilmember Heaton – Mayor Pro-Tem
Councilmember Corry - Yes
Councilmember Banks – Yes
Councilmember Chamberlain – Yes
Motion passed.

7. ACTION ITEMS READY FOR VOTE:

a. Discussion and consideration of the purchase of a street sweeper for the stormwater fund conducted through a competitive bid conducted through the Utah Division of Purchasing.

Mr. Ludwig explained the City's current stormwater, street, and other utility operations would benefit significantly from dedicated sweeping equipment. In addition to keeping streets clean, the proposed sweeper will support utility line excavation and stormwater infrastructure by removing debris that can obstruct storm drains. Staff has reviewed state contract options and received a proposal through the Utah State Cooperative Contract for a Bucher V65t/h mounted on a Freightliner M2 106 Plus chassis, offered by Premier Truck Group and Cate Equipment. The combined cost for the chassis and sweeper body is $370,901. Staff is still looking into other street sweeping options that may be presented. Key specifications include:

- Freightliner M2 chassis with Cummins 300 HP engine and Allison 3500 transmission
- 8.5 cubic yard stainless steel hopper and 415-gallon water tank (lifetime warranties)
- In-cab and remote-control functions, LED safety lighting, and integrated performance monitoring

This model is equipped for both sweeping and light excavation.
Mr. Ludwig further explained that utilizing the state contract ensures competitive pricing and expedites procurement. Although additional vendor quotes are being sought, the current bid is within the Stormwater Capital Budget. The unit's utility excavation capabilities present a cross-departmental benefit, allowing for cost-sharing among water, sewer, and stormwater funds.
While the majority of funding is proposed through the Stormwater Fund, cost sharing from other utility funds (e.g., water or sewer) may be pursued due to the equipment's multi-functional capabilities.

Council briefly discussed various purchasing options for a street sweeper.

Councilmember Chamberlain made a motion to approve the purchase of a street sweeper through the Utah State Cooperative Contract not to exceed $375,000. Councilmember Corry seconds.

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Councilmember Colson – Absent
Councilmember Heaton – Mayor Pro-Tem
Councilmember Corry – Yes
Councilmember Banks – Yes
Councilmember Chamberlain – Yes
Motion passed

8. ITEMS FOR DISCUSSION:

a. Discuss a text amendment for Land Use Ordinance Chapter 6 – Parking. Amendments proposed would allow for public parking on city easements, rights-of-way, and property to be accessed from the street and not a private driveway (§6-3). Consider clarifying the types of business that require hard surfaces and landscaped diamonds and islands (§6-7(A)).

Ms. Chatterley explained allowing for parking on a public street as well as clean up items from Chapter 18 that were changed, but never updated in Chapter 6. She further explained that Planning Commission discussed parcels with retail storefront being required to have landscape diamonds.

Council discussed parking lots and design standards, specifically the thickness of asphalt and concrete. They directed staff to research what other towns/cities are doing regarding design standards.

b. Discuss a text amendment for Subdivision Ordinances Chapter 2A Subdivision Process and 2B Subdivision Process 1-2 Family Residential. Amendments proposed are to add the new code requirements that were passed in the Utah Legislative Session regarding Boundary Adjustments and Subdivision Amendments (aka Plat Amendments), discuss fees and process. Consider changing the timeline requirements in chapters 2A-3.7 and 2B-9 to match and be more streamlined.

Ms. Chatterley presented the new code requirements that were passed in the Utah Legislative Session regarding boundary adjustments and subdivision amendments.

Council discussed plat amendments, land use ordinances, and fees at length.

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9. **Review and discussion on the August 12th, 2025 City Council Meeting Agenda.**

Purchase of building materials
Fall chip seal project
City vehicle purchases
Changes to text amendments in the General Ordinance
Park expansion project
Discussion Items from tonight's meeting (Parking & Subdivisions)

Spencer Mosdell with the Fire Department reported on the Fourth of July fireworks and parade.

Councilmember Chamberlain made a motion to adjourn. Councilmember Banks seconds. Unanimous vote, meeting adjourned.

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Report Criteria:
Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/25	07/08/2025	38163	10685	ALSCO	10-2100	184.82
07/25	07/08/2025	38164	1080	AMERIGAS PROPANE LP	41-2100	860.31
07/25	07/08/2025	38165	12333	AVFUEL CORPORATION	10-2100	15,116.11
07/25	07/08/2025	38166	13676	BLAKE, KALIN	51-2100	104.20
07/25	07/08/2025	38167	12942	BLOMQUIST HALE CONSULTING GRO	10-2100	285.00
07/25	07/08/2025	38168	990	BLUE STAKES OF UTAH 811	51-2100	118.07
07/25	07/08/2025	38169	13225	BRODY CHEMICAL COMPANY INC.	41-2100	722.99
07/25	07/08/2025	38170	1200	C. C. AUTO PARTS	51-2100	188.31
07/25	07/08/2025	38171	300	CROSBY HOME & FARM CENTER	10-2100	483.86
07/25	07/08/2025	38172	9175	DIVISION OF OCCUPATIONAL &	10-2100	1,360.31
07/25	07/08/2025	38173	13675	FD CONTRACTING LLC	10-2100	1,260.00
07/25	07/08/2025	38174	13366	JM PIPING	10-2100	650.00
07/25	07/08/2025	38175	5150	KANE COUNTY SCHOOL DISTRICT	41-2100	112.80
07/25	07/08/2025	38176	13497	KEYBANK	42-2100	29,583.00
07/25	07/08/2025	38177	13582	KNOW YOUR FORCE	10-2100	900.00
07/25	07/08/2025	38178	11266	LB 413071	10-2100	44,996.00
07/25	07/08/2025	38179	11328	LEXIPOL LLC	10-2100	8,384.02
07/25	07/08/2025	38180	12233	NICHOLAS & COMPANY	41-2100	2,114.82
07/25	07/08/2025	38181	9865	QUALITY PRINTING CO.	41-2100	103.78
07/25	07/08/2025	38182	13496	ROZAJAC GROUP LLC	10-2100	225.00
07/25	07/08/2025	38183	1300	SOUTHERN UTAH NEWS	51-2100	611.00
07/25	07/08/2025	38184	13340	ST. GEORGE CARQUEST	51-2100	47.04
07/25	07/08/2025	38185	9216	UTAH STATE TAX COMMISSION	41-2100	644.72
07/25	07/08/2025	38186	12141	VFIS	10-2100	7,293.00
07/25	07/08/2025	38187	11126	WAXIE SANITARY SUPPLY	10-2100	713.01
Grand Totals:						117,062.17

Report Criteria:
Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/25	07/15/2025	38189	13677	ALLEN, JULIE	10-2100	120.00
07/25	07/15/2025	38190	1080	AMERIGAS PROPANE LP	41-2100	1,897.25
07/25	07/15/2025	38191	12144	BANKCARD CENTER	10-2100	31,304.72
07/25	07/15/2025	38192	13086	BSN SPORTS	41-2100	669.60
07/25	07/15/2025	38193	2985	BUNTING, SHERRAN	10-2100	200.00
07/25	07/15/2025	38194	1290	CASELLE	51-2100	2,349.00
07/25	07/15/2025	38195	13480	DEPT OF GOVERNMENT OPERATION	51-2100	3,624.21
07/25	07/15/2025	38196	13208	FREEDOM MAILING SERVICES, INC.	51-2100	1,684.26
07/25	07/15/2025	38197	560	GARKANE ENERGY	10-2100	19,403.79
07/25	07/15/2025	38198	13522	GATEWAY MAPPING INC.	10-2100	42.80
07/25	07/15/2025	38199	3900	KANAB CITY CORPORATION	10-2100	14,832.47
07/25	07/15/2025	38200	12233	NICHOLAS & COMPANY	41-2100	521.07
07/25	07/15/2025	38201	1140	QUILL CORPORATION	10-2100	8.99
07/25	07/15/2025	38202	13562	RAFTER H. HOMES	51-2100	1,500.00
07/25	07/15/2025	38203	9204	ROCKY MOUNTAIN INFO NETWORK	10-2100	50.00
07/25	07/15/2025	38204	11208	SALT LAKE WHOLESALE SPORTS	10-2100	887.52
07/25	07/15/2025	38205	13212	UPPER CASE PRINTING INK.	10-2100	72.23
Grand Totals:						79,167.91

Report Criteria:
Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/25	07/23/2025	38206	13670	ALLEN, LORI	01-2100	184.11
07/25	07/23/2025	38207	1080	AMERIGAS PROPANE LP	41-2100	717.41
07/25	07/23/2025	38208	13155	B-LINE BUILDERS	10-2100	2,009.00
07/25	07/23/2025	38209	12429	CIVIL SCIENCE INFRASTRUCTURE, IN	45-2100	20,996.83
07/25	07/23/2025	38210	880	KANE CO. SPECIAL SERVICE DIST.	10-2100	30,351.51
07/25	07/23/2025	38211	12788	KANE CO. SPECIAL SERVICE DIST.	10-2100	6,165.68
07/25	07/23/2025	38212	12233	NICHOLAS & COMPANY	41-2100	1,266.69
07/25	07/23/2025	38213	5930	PUBLIC EMPLOYEES LONG TERM	02-2100	1,106.60
07/25	07/23/2025	38214	3245	RAY BROTHERS, INC.	51-2100	1,500.00
07/25	07/23/2025	38215	13679	REMEDY EXCAVATING	51-2100	1,500.00
07/25	07/23/2025	38216	1680	SKAGGS COMPANIES, INC.	10-2100	302.64
07/25	07/23/2025	38217	12222	STOTT, JEFF	10-2100	750.00
07/25	07/23/2025	38218	2340	UTAH PROSECUTION COUNCIL	10-2100	125.00
07/25	07/23/2025	38219	11047	UTAH RETIREMENT SYSTEMS	02-2100	806.78
Grand Totals:						67,782.25

Report Criteria:
Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
08/25	08/05/2025	38220	1080	AMERIGAS PROPANE LP	10-2100	1,821.12
08/25	08/05/2025	38221	12333	AVFUEL CORPORATION	10-2100	390.00
08/25	08/05/2025	38222	13225	BRODY CHEMICAL COMPANY INC.	41-2100	10,155.19
08/25	08/05/2025	38223	12768	BUGSY'S PEST CONTROL, LLC	10-2100	95.00
08/25	08/05/2025	38224	12429	CIVIL SCIENCE INFRASTRUCTURE, IN	52-2100	6,715.00
08/25	08/05/2025	38225	13681	CMI, INC.	10-2100	490.00
08/25	08/05/2025	38226	9760	COLONIAL	02-2100	23.00
08/25	08/05/2025	38227	13683	DOT/FAA/ESC	42-2100	21,155.04
08/25	08/05/2025	38228	9010	GLAZIER'S MARKET	41-2100	270.77
08/25	08/05/2025	38229	615	HONEY'S MARKETPLACE	10-2100	953.18
08/25	08/05/2025	38230	13394	INTERNATIONAL INSTITUTE OF	10-2100	195.00
08/25	08/05/2025	38231	360	JENKINS OIL COMPANY	51-2100	2,900.00
08/25	08/05/2025	38232	250	L.N. CURTIS & SONS	10-2100	100.81
08/25	08/05/2025	38233	13680	L3HARRIS TECHNOLOGIES, INC.	10-2100	1,435.20
08/25	08/05/2025	38234	4690	LITTLE'S DIESEL SERVICE	51-2100	790.64
08/25	08/05/2025	38235	13341	MCGUIRE, NATEASA	51-2100	23.11
08/25	08/05/2025	38236	10647	MOUNTAIN WEST COMPUTERS	10-2100	1,774.00
08/25	08/05/2025	38237	13678	NAF AQUATICS ENTERPRISES	41-2100	1,383.00
08/25	08/05/2025	38238	9865	QUALITY PRINTING CO.	10-2100	14.67
08/25	08/05/2025	38239	11843	RAMSAY SERVICE INC.	51-2100	600.66
08/25	08/05/2025	38240	13496	ROZAJAC GROUP LLC	10-2100	190.00
08/25	08/05/2025	38241	11208	SALT LAKE WHOLESALE SPORTS	10-2100	424.38
08/25	08/05/2025	38242	13682	SAVANNAH FOX	10-2100	1,104.00
08/25	08/05/2025	38243	1240	SCHOLZEN PRODUCTS	51-2100	17,190.57
08/25	08/05/2025	38244	13636	SEA-WESTERN, INC	10-2100	120.02
08/25	08/05/2025	38245	12677	SG WATER STORE	10-2100	48.65
08/25	08/05/2025	38246	1680	SKAGGS COMPANIES, INC.	10-2100	71.93
08/25	08/05/2025	38247	13340	ST. GEORGE CARQUEST	51-2100	115.46
08/25	08/05/2025	38248	1150	STAKER & PARSON COMPANIES	51-2100	150.40
08/25	08/05/2025	38249	9210	UTAH PUBLIC TREASURER	10-2100	1,000.00
08/25	08/05/2025	38250	2775	UTAH PUBLIC TREASURER	10-2100	2,000.00
08/25	08/05/2025	38251	2765	UTAH PUBLIC TREASURER	10-2100	1,000.00
08/25	08/05/2025	38252	11126	WAXIE SANITARY SUPPLY	10-2100	637.10
08/25	08/05/2025	38253	13592	WILKINSON SUPPLY	10-2100	2,679.94
08/25	08/05/2025	38254	13481	WILLIAM H. LEIGH, PC	10-2100	1,500.00
Grand Totals:						79,517.84

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 #20250805

Date:	**August 8, 2025**
Meeting Date:	**August 12, 2025**
Agenda Item:	**Public Hearing to approve or deny a plat amendment to the Kanab Creek Ranchos, Unit 2**
Subject Property Address:	**312 W Pipe Springs Dr, 334 W Pipe Springs Dr and 329 W Johnson Dr**
Applicant:	**Amy Black, Trustee**
Applicant Agent:	**Iron Rock Engineering**
Zoning Designation:	**MH-KCR**
General Plan Designation:	**Medium Density Residential**
Parcel #:	**39-1106; 39-1107; 39-1108; 39-1148**
Applicable Ordinances:	**Subdivision Ordinance, Chapter 2**

Attachments:
Exhibit A: Subject Property
Exhibit B: Amended Plat

Summary:
Iron Rock Engineering applied to amend the plat for Kanab Creek Ranchos Subdivision, Unit 2, parcels 39-1106, 39-1107, 39-1108 and 39-1148, located approximately at 312 W Pipe Springs Dr; 334 W Pipe Springs Dr; and 329 W Johnson Dr. The plat amendment consists of adjusting the lot line between the four lots. The current zone is MH-KCR.

Applicable Regulation(s):
Plat Amendments are addressed in Utah Code, Title 10, Chapter 9a, Part 6, and the Kanab City Subdivision Ordinance, Chapter 2, upon application that includes a Sketch Plan and Narrative. Chapter 2-4 specifically address the plat amendment process and requirements.

Analysis
City staff has reviewed the application, sketch plan and narrative provided by the applicant. Staff has determined:

- The application meets the requirements of the subdivision ordinance.
- Sensitive lands have not been identified.
- The subdivision is consistent with the General Plan and Future Land Use Map.
- Parcel is zoned MH-KCR.

- The proposed streets conform to the guidelines found in the Transportation Master Plan.

The owner of record contained within the plat is Bronnie Black; Amy Black, Trustee; L. Allen Anderson; Kristine Hunter. A title report has been submitted to Kanab City. The applicant has paid the amended plat fee required. Any impact fees will be collected through the building permitting process.

Proposed Findings:

1. This application was initiated by the applicant's agent, Iron Rock Engineering.
2. The property included within the amended plat boundaries is zoned MH-KCR.
3. The Future Land Use Map designation for these properties on the City's General Plan as Medium Density Residential.
4. The applicant is requesting to adjust the lot line between the four lots.
5. Easements will not be vacated.
6. The proposed plat amendment meets the subdivision and zoning standards in the City's Ordinance listed above.
7. The Kanab City Planning Commission is the body responsible for making subdivision plat amendment recommendations to the City Council, upon application.

Planning Commission Meeting and Recommendation:
Planning Commission made a unanimous positive recommendation to City Council.

Conditions of Approval:

1. No Conditions

Recommended Motion:
I make a motion to approve the plat amendment to the Kanab Creek Ranchos, Unit 2, affecting parcel 39-1106, 39-1107, 39-1108 and 39-1148 based on the findings and conditions of approval as outlined in the staff report #20250805.

Alternate motion:
I make a motion to approve the plat amendment to the Kanab Creek Ranchos, Unit 2, affecting parcel 39-1106, 39-1107, 39-1108 and 39-1148 based on the findings and conditions of approval as outlined in the staff report #20250805, with the additional findings and conditions: .

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

KANAB
UTAH

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

I make a motion to deny the plat amendment to Kanab Creek Ranchos, Unit 2, affecting parcel 39-1106, 39-1107, 39-1108 and 39-1148 demonstrating the applicant has not met the standards outlined in the Kanab City ordinances: .

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: Subject Property

39-1153
34-1016
39-1154
39-1155
39-1156
39-1157
Johnson Dr
39-1148
39-1147
39-1146
39-1145
39-1106
39-1144
39-1107
39-1143
39-1108
Escalante Dr
39-1142
39-1109
39-1105
39-1141
39-1110
39-1140
39-1111
39-1104-B
39-1112
39-1104-A
39-1103
Pipe Springs Dr
39-1113
39-1102

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

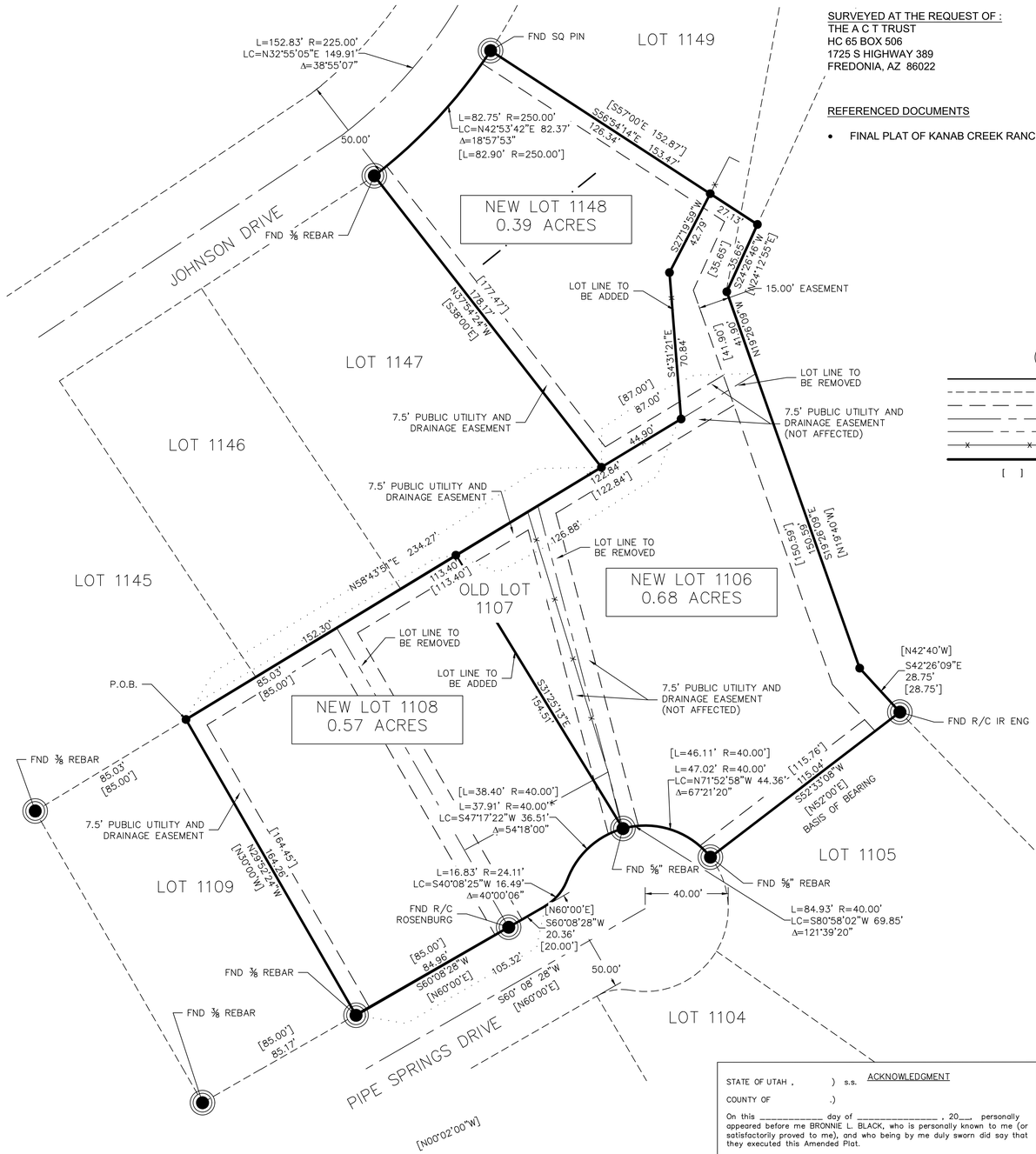
City Council
Arlon Chamberlain
Chris Heaton
Scott Colson
Boyd Corry
Peter Banks

Exhibit B: Amended Plat

AMENDED LOTS 1148, 1106, 1107 & 1108
KANAB CREEK RANCHOS UNIT 2

CITY OF KANAB, UTAH

LOCATED IN SW¼ SW¼ OF SECTION 33, TOWNSHIP 43 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN



SURVEYED AT THE REQUEST OF :
THE A C T TRUST
HC 65 BOX 506
1725 S HIGHWAY 389
FREDONIA, AZ 86022

REFERENCED DOCUMENTS

- FINAL PLAT OF KANAB CREEK RANCHOS UNIT NO.2

30 0 30
SCALE IN FEET
SCALE 1" = 30'

LEGEND

- SET 5/8" x 36" REBAR WITH PLASTIC CAP MARKED IR ENG. PLS 5561917
- FOUND MONUMENT AS NOTED
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT
- STREET CENTER LINE
- LOT LINE TO BE REMOVED
- FENCE
- SURVEY BOUNDARY
- [ ] RECORD BEARING AND DISTANCE

SURVEYOR'S CERTIFICATE

I, Thomas W. Avant, a Professional Land Surveyor, License No. 5561917, hold this license in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act and have completed this survey of the Property described hereon in accordance with Section 17-23-17 and have verified all measurements and have placed monuments as represented on this plat. I certify that by authority of the hereon owners, I have made a survey of the tract of land as shown on this Plat and have the adjusted the property lines on 4 lots as well as Public Utility and Ingress & Egress Easements, as shown, which are herein after known as

"AMENDED LOTS 1148, 1106, 1107 & 1108 KANAB CREEK RANCHOS UNIT 2"

and that the same has been correctly surveyed and staked on the ground as shown on this plat.

Thomas W. Avant, PLS # 5561917 Date:

NARRATIVE

The purpose of this survey was to retrace and mark on the ground the lines as shown on this Amended Plat at the request of the client. The purpose of the survey is to delineate the boundaries, to adjust the property lines between lots 1148 and 1106, adjust the property liens between 1107 and 1106 and to join the remaining portion of 1107 to 1108. All corners are set and found as shown.The basis of bearing for this survey is from the South West Corner of Lot 1106 to the South East Corner of Lot 1106 with a Bearing of S52°33'08"W and a Distance of 115.04' in the Utah State Plane coordinate system South Zone.

RECORD LEGAL DESCRIPTION:

PARCEL 1: Lot 1148, KANAB CREEK RANCHOS, Unit No. 2, according to the Official Plat thereof, on file in the Office of the Recorder of Kane County, State of Utah.

PARCEL 2: Lot 1106, KANAB CREEK RANCHOS, Unit No. 2, according to the Official Plat thereof, on file in the Office of the Recorder of Kane County, State of Utah.

PARCEL 3: Lot 1107, KANAB CREEK RANCHOS, Unit No. 2, according to the Official Plat thereof, on file in the Office of the Recorder of Kane County, State of Utah.

PARCEL 4: Lot 1108, KANAB CREEK RANCHOS, Unit No. 2, according to the Official Plat thereof, on file in the Office of the Recorder of Kane County, State of Utah.

As-Surveyed Description:

BEGINNING at the Westerly Corner of said Lot 1108, and running; thence, along the northwesterly lines of said Lots 1107 and 1106, North 58° 43' 51" East 234.27 feet, to the southernly corner of said Lot 1148; thence, along the southwesterly line of said Lot 1148, North 37° 54' 24" West 178.17 feet, to the southeasterly right-of-way of Johnson Drive and the beginning of a non-tangential curve; thence, along said right-of-way and the curve to the left, 82.75 feet, having a radius of 250.00 feet, a central angle of 18° 57' 53" and whose long chord bears North 42° 53' 42" East 82.37 feet, to the northerly corner of said lot; thence, along the northeasterly line of said lot, South 56° 54' 14" East 153.47 feet, to the easterly boundary of said subdivision; thence, along said boundary, South 24° 26' 46" West 35.65 feet; thence South 19° 26' 09" East 192.49 feet; thence South 42° 26' 09" East 28.75 feet, to the easterly corner of said Lot 1106; thence, along the southeasterly line of said lot, South 52° 33' 08" West 115.04 feet, to the northerly right-of-way of Pipe Springs Drive and the beginning of a non-tangential curve; thence, along said right-of-way way and the curve to the left, 84.93 feet, having a radius 40.00 feet, a central angle of 121° 39' 20" and whose long chord bears South 80° 58' 02" West 69.85 feet, to a reverse curve; thence, along the curve to the right, 16.83 feet, having a radius of 24.11 feet, a central angle of 40° 00' 06" and whose long chord bears South 40° 08' 25" West 16.49 feet; thence, continuing along said right-of-way, South 60° 08' 28" West 105.32 feet, to the southernly corner of said Lot 1108; thence, along the southwest line of said lot, North 29° 52' 24" West 164.26 feet, to the POINT OF BEGINNING; containing 1.65 acres (more or less).

OWNER'S DEDICATION

Know all men by these presents that we the undersigned, are the owners of the above described tracts of land, and hereby cause the same to be amended into three lots to be hereafter known as Amended lots 1148, 1106, 1107 & 1108 Kanab Creek Ranchos Unit 2, the undersigned owners also hereby re-convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat. The same to be used for the installation maintenance and operation of utility lines and facilities.

IN WITNESS WHEREOF, I have set my hand this the _____ day of _____ , 20___.

BRONNIE L. BLACK
329 W JOHNSON DR
KANAB, UT 84741

AMY BLACK, TRUSTEE
OF THE A C T TRUST DATED
NOV 10, 1994
1725 S HWY 389
FREDONIA, AZ 86022

L. ALLEN ANDERSON
334 W PIPE SPRINGS DR
KANAB, UT 84741

KRISTINE L. HUNTER
334 W PIPE SPRINGS DR
KANAB, UT 84741

ACKNOWLEDGMENT

STATE OF UTAH ,) s.s.
COUNTY OF .)

On this _____ day of _____ , 20___, personally appeared before me BRONNIE L. BLACK, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that they executed this Amended Plat.

Notary Public Full Name: _____
Commission Number: _____
My Commission Expires: _____
A Notary Public Commissioned in Utah

Notary Public (signature)
No Stamp required (Utah Code 46-1-16(6))

ACKNOWLEDGMENT

STATE OF UTAH ,) s.s.
COUNTY OF .)

On this _____ day of _____ , 20___, personally appeared before me AMY BLACK, TRUSTEE OF THE A C T TRUST DATED NOV 10, 1994, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that they executed this Amended Plat.

Notary Public Full Name: _____
Commission Number: _____
My Commission Expires: _____
A Notary Public Commissioned in Utah

Notary Public (signature)
No Stamp required (Utah Code 46-1-16(6))

ACKNOWLEDGMENT

STATE OF UTAH ,) s.s.
COUNTY OF .)

On this _____ day of _____ , 20___, personally appeared before me L. ALLEN ANDERSON, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that they executed this Amended Plat.

Notary Public Full Name: _____
Commission Number: _____
My Commission Expires: _____
A Notary Public Commissioned in Utah

Notary Public (signature)
No Stamp required (Utah Code 46-1-16(6))

ACKNOWLEDGMENT

STATE OF UTAH ,) s.s.
COUNTY OF .)

On this _____ day of _____ , 20___, personally appeared before me KRISTINE L. HUNTER, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that they executed this Amended Plat.

Notary Public Full Name: _____
Commission Number: _____
My Commission Expires: _____
A Notary Public Commissioned in Utah

Notary Public (signature)
No Stamp required (Utah Code 46-1-16(6))

CITY PUBLIC WORKS DIRECTOR CERTIFICATE

I, _____, Kanab City public Works Director, do hereby certify that this office has examined the above Plat and have determined that it is correct and in accordance with information on file in this office and recommend it for approval this _____ day of _____ ,20_____.

KANAB CITY PUBLIC WORKS DIRECTOR

CITY SURVEYOR CERTIFICATE

I, _____, Kanab City Surveyor, do hereby certify that this office has examined the above Plat and have determined that it is correct and in accordance with information on file in this office and recommend it for approval this _____ day of _____ ,20_____.

KANAB CITY SURVEYOR

APPROVAL of the PLANNING COMMISSION

On this the _____ day of _____ 20_____, the Planning Commission of Kanab City, Utah, having reviewed the above Plat and having found that it complies with the requirements of the Kanab City's planning and zoning ordinances, and by authorization of said commission hereby recommend approval of said plat for acceptance by Kanab City, Utah.

CHAIRMAN Planning Commission

APPROVAL AND ACCEPTANCE by the Kanab City Council

We the Kanab City Council have reviewed the hereon Plat and by authorization of said Kanab City Council recorded in the minutes of it's meeting of the _____day of _____ 20_____, hereby accept the said plat with all commitments and all obligations pertaining thereto and is hereby ordered filed for record in the Office of the Kane County Recorder.

Attest: _____ Kanab City Recorder

Mayor – Kanab City Council

CITY ATTORNEY CERTIFICATE

I, _____
Attorney for Kanab City, do hereby certify that I have examined the above Plat and said plat meets the requirements of Kanab City and is hereby recommended for approval this _____ day of _____ , 20_____.

KANAB CITY ATTORNEY

CERTIFICATE OF RECORDING

I, _____, Recorder of Kane County, do hereby certify that above Plat was filed for recording in my office this _____ day of _____ , 20_____.

KANE COUNTY RECORDER ENTRY NO.

RECORDED AND FILED AT THE REQUEST OF: _____

DATE TIME BOOK PAGE FEE

IRON ROCK GROUP
Building on Solid Foundations
460 E. 300 SOUTH
KANAB, UTAH 84741
435-644-2031
www.ironrockeng.com

BLACK
AMENDED PLAT
LOT 1148, 1106, 1107, 1108 KCR UNIT 2
KANAB, UTAH

INITIAL SUBMITTAL DATE: 11/7/2023

REV#	DATE:	DESCRIPTION:
1st	07/21/2025	CITY REVIEW

FOR REVIEW

DRAWN BY: CM
SCALE: 1" - 30'
SHEET: 1 OF 1

Y:\Surveys\Kanab City\Drawings\Kanab_T_23-30 Black Amended Plat KCR.dwg, 7/21/2025 11:03:31 AM, DWG To PDF.pc3

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 #PLAN25-043

Date:	**August 8, 2025**
Meeting Date:	**August 12, 2025**
Agenda Item:	**Public Hearing to Approve or Deny a plat amendment to the Kanab Creek Ranchos, Unit 3**
Subject Property Address:	**1750 S Lee Dr. & 1782 S Lee Dr.**
Applicant:	**Robert Ledoux & Lisa Strauther**
Applicant Agent:	**Red Sands Geomatics**
Zoning Designation:	**R-1-8**
General Plan Designation:	**Medium Density Residential**
Parcel #:	**65-2096; 65-2097 & 65-2098**
Applicable Ordinances:	**Subdivision Ordinance, Chapter 2**

Attachments:
Exhibit A: Subject Property
Exhibit B: Amended Plat

Summary:
Red Sands Geomatic applied to amend the plat for Kanab Creek Ranchos Subdivision, Unit 3, parcels 65-2096; 65-2097 and 65-2098, located approximately at 1750 South Lee Dr. and 1782 South Lee Drive. The plat amendment consists of adjusting the lot line between the three lots. The current zone is R-1-8.

Applicable Regulation(s):
Plat Amendments are addressed in Utah Code, Title 10, Chapter 9a, Part 6, and the Kanab City Subdivision Ordinance, Chapter 2, upon application that includes a Sketch Plan and Narrative. Chapter 2-4 specifically address the plat amendment process and requirements.

Analysis
City staff has reviewed the application, sketch plan and narrative provided by the applicant. Staff has determined:

- The application meets the requirements of the subdivision ordinance. There are some minor changes that need to be addressed on the Plat per the City Surveyor (attached).
- Sensitive lands have not been identified.
- The subdivision is consistent with the General Plan and Future Land Use Map.
- Parcel is zoned R-1-8.

- The proposed streets conform to the guidelines found in the Transportation Master Plan.

The owner of record contained within the plat is Robert Ledoux and Lisa Strauther. A new title report dated August 6, 2025, has been submitted to Kanab City. The applicant has paid the amended plat fee required. Impact fees will be collected through the building permitting process.

Proposed Findings:

1. This application was initiated by Red Sands Geomatics.
2. The property included within the amended plat boundaries is zoned R-1-8.
3. The Future Land Use Map designation for these properties on the City's General Plan as Medium Density Residential.
4. The applicant is requesting to adjust the lot line splitting the three lots into two larger lots.
5. An application has been received to vacate easements between property lines.
6. The proposed plat amendment meets the subdivision and zoning standards in the City's Ordinance listed above.
7. The Kanab City Planning Commission is the body responsible for making subdivision plat amendment recommendations to the City Council, upon application.

Planning Commission Meeting and Recommendation:
During the Planning Commission Meeting there was a discussion on the property owners. Robert Ledoux informed staff and the planning commission that one of the property owners for lot 2097 & 2098 had passed away. It was discussed that the county records needed to be updated to sign and record the plat. Planning Commission made a positive recommendation with the condition that the ownership records were updated with the county office.

A new title report was sent to staff confirming that the county records have been updated for the ownership of lot 2097 & 2098.

Conditions of Approval:

1. The vacation of easement is approved by City Council.
2. Redlines from City Surveyor are approved prior to recording the plat.
3. The owner is responsible for securing the appropriate building and/or grading permits prior to any construction activity or infrastructure for the development.

Recommended Motion:
I make a motion to approve the plat amendment to the Kanab Creek Ranchos, Unit 3, affecting parcel 65-2096; 65-2097 and 65-2098 based on the findings and conditions of approval as outlined in the staff report #PLAN25-043.

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

KANAB
UTAH

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

Alternate motion:

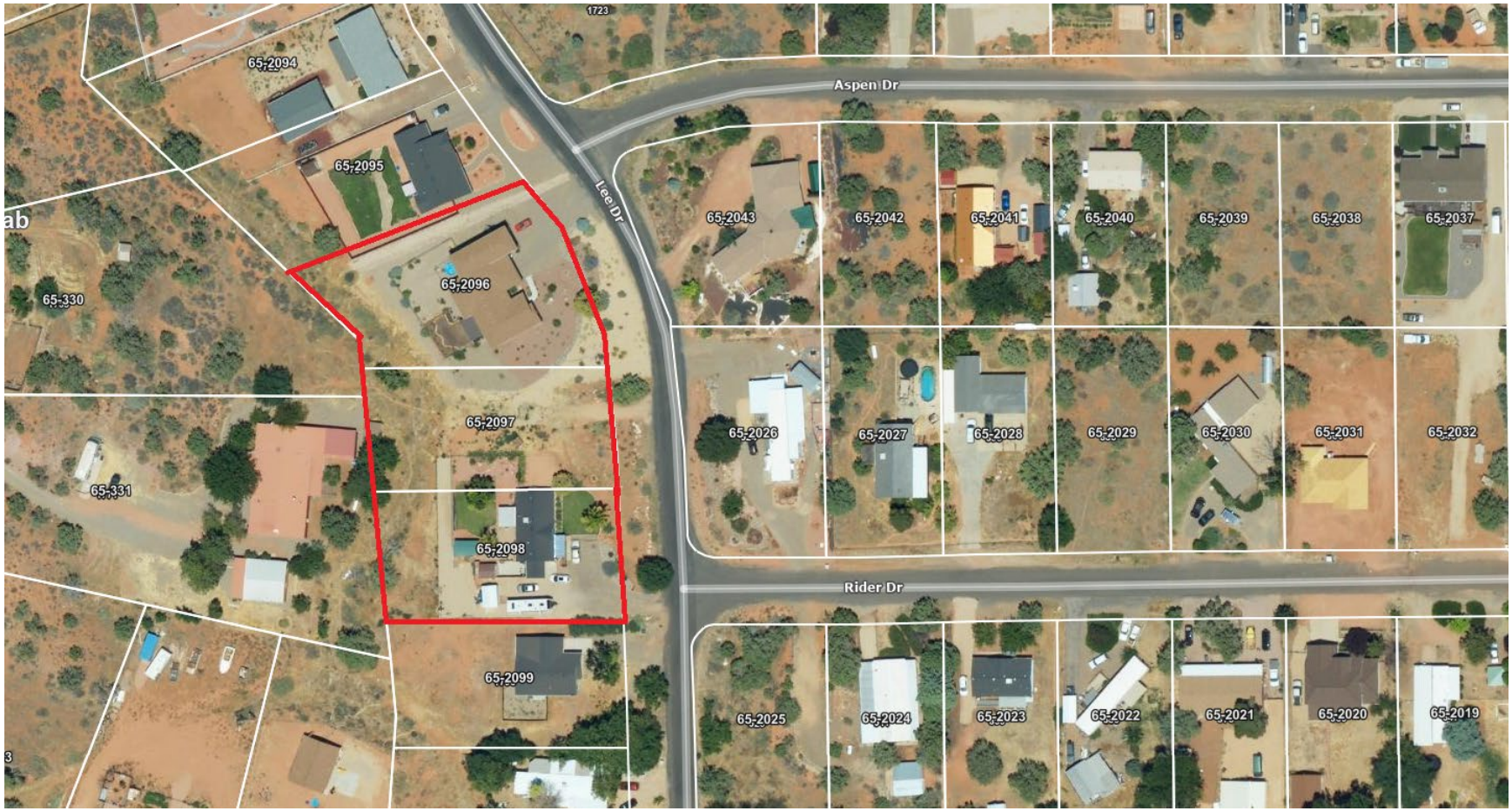
I make a motion to approve the plat amendment to the Kanab Creek Ranchos, Unit 3, affecting parcel 65-2096; 65-2097 and 65-2098 based on the findings and conditions of approval as outlined in the staff report #PLAN25-043, with the additional findings and conditions: .

I make a motion to deny the plat amendment to Kanab Creek Ranchos, Unit 3, affecting parcel 65-2096; 65-2097 and 65-2098 demonstrating the applicant has not met the standards outlined in the Kanab City ordinances: .

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: Subject Property


1723
Aspen Dr
Lee Dr
Rider Dr
65-2094
65-2095
65-2096
65-2097
65-2098
65-2099
65-330
65-331
65-2043
65-2042
65-2041
65-2040
65-2039
65-2038
65-2037
65-2026
65-2027
65-2028
65-2029
65-2030
65-2031
65-2032
65-2025
65-2024
65-2023
65-2022
65-2021
65-2020
65-2019

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

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

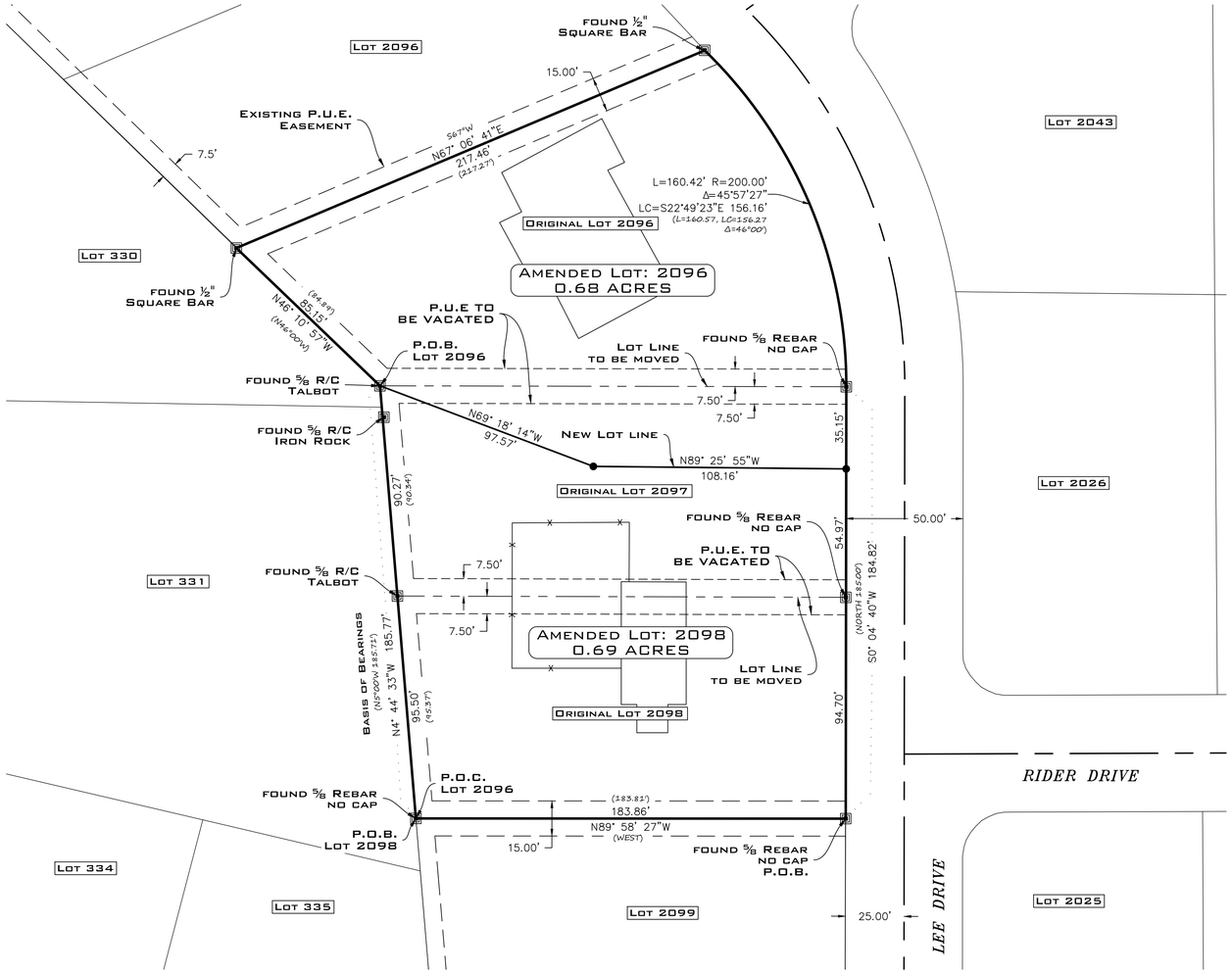
Exhibit B: Amended Plat

Amended Lots 2096, 2097, and 2098

Kanab Creek Ranchos Unit No. 3

Within Section 5, Township 44 South, Range 6 west, Salt Lake base and Meridian
Parcels: 65-2096, 65-2097, & 65-2098

Scale 1" = 30'



LEGEND

Abbreviations Lines Symbols

- Monument as Described
- Set #5 Rebar & Red Plastic Cap Marked Red Sands Geomatics 12480028 (unless noted)
- found existing corner as described
- boundary line
- new property line
- fence line
- adjacent property line
- street center line
- property line to be removed
- easement as described
- easement to be terminated
- R/C — rebar and cap marked as shown
- P.O.B. — point of beginning
- (S89°22'30"E) — record dimensions

City Engineer

I hereby verify that this office examined this amended subdivision plat and hereby recommends approval on this ___ Day of _____ 20__.

_____
Kanab City Engineer

Public Works Director

I hereby verify that this office examined this amended subdivision plat and hereby recommends approval on this ___ Day of _____ 20__.

_____
Kanab City Public Works Director

City Surveyor

I hereby verify that this office examined this amended subdivision plat and hereby recommends approval on this ___ Day of _____ 20__.

_____
Kanab City Surveyor

City Attorney

I, _____, attorney for Kanab City, do hereby certify that I have examined the shown subdivision amendment plat and said plat meets the requirements of Kanab City and is hereby recommended for approval, this ____day of _____ 20__.

_____
Kanab City Attorney

Planning & Zoning Approval

On this ___ day of _____ 20__, the Kanab City Planning and Zoning, does hereby certify that the shown plat has been approved by said commission and is hereby recommended to the Kane City Council for Approval, with all commitments and obligations pertaining thereto.

_____
Chairman Kanab City Planning Commission

City Council Approval

On this ___day of _____ 20__, the Kanab City Council, having reviewed the above plat and having found that it complies with the requirements of Kanab City, and by authority of said council, hereby approve said plat for recording.

Attest:_____ _____
Kanab City Recorder Kanab City Mayor

Certificate of Recording

I, _____, county recorder of Kane County, UT do hereby certify that the shown subdivision amendment plat was filed for record in my office on this the ___day of _____, 20__.

Book_____ Page_____ Fee_____
Entry No.:_____ Date_____ Time_____
Recorded at the Request of: Red Sands Geomatics

_____
Kane County Recorder

Notary Acknowledgment

State of _____)
s.s.
County of _____)

On the _____ day of _____, 20__, Madeline Sandoval and Lisa Ann Strauther, personally appeared before me, and duly acknowledged to me that he/she did execute the same.

Notary Public Full Name:_____
Commission Number:_____
My Commission Expires:_____
A notary Public Commissioned in _____

_____
Notary Public (signature)
No Stamp required (Utah Code 46-1-16(6))

Notary Acknowledgment

State of _____)
s.s.
County of _____)

On the _____ day of _____, 20__, Robert F. Ledoux and Beryl J. Ledoux; personally appeared before me, and duly acknowledged to me that he/she did execute the same.

Notary Public Full Name:_____
Commission Number:_____
My Commission Expires:_____
A notary Public Commissioned in _____

_____
Notary Public (signature)
No Stamp required (Utah Code 46-1-16(6))

Professional Land Surveyor 12480028 Michael J Stewart State of Utah

RED SANDS GEOMATICS
Land Surveying, LiDAR, & GIS

Personalized Professional Solutions
262 E 200 S Kanab, Utah RedSandsGeomatics.com

Surveyor's Certificate

I, Michael J Stewart, a Professional Land Surveyor, License Number 12480028, hold this license in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act and have completed this plat of the property described hereon in accordance with Section 17-27a-608. I certify that I have completed the survey shown hereon in accordance with Section 17-23-17 as outlined in Section 17-27a-608(6)(b)(iii)(A), and have verified all measurements and have placed monuments as represented on this plat. I further certify that by authority of the hereon owners, I have made this plat of:
"Amended Lots 2096, 2097, and 2098, Kanab Creek Ranchos Unit No. 3"

_____ _____
Michael J. Stewart UT L.S. 12480028 Date

Survey Narrative

The purpose of this Amended Plat is to consolidate 3 lots into 2. This amendment was requested by the owners. All other lots and dimensions remain unchanged. I have conducted a field survey of the shown property and have discovered differences in recorded bearings and distances which are shown for informational and retracement purposes only. It is the intent of this amendment to only change the above mentioned Lots and to leave everything else as it has been recorded, relied upon, and conveyed in deeds and other legal documents, thus preserving the integrity and bona fide rights of adjacent owners (Utah State Code: 17-27a-6). Easements affected by this amendment are depicted hereon. The basis of bearings for this survey is based on the below stated coordinate system and can be measured between the Southeast corner of Lot 2098 and the northwest corner of Lot 2097 shown hereon, N 4° 44' 33" W 185.77'. The GPS coordinate system used in field measurements was the Utah Coordinate System 1983 South Zone, US Survey Feet, scaled to ground with no localization applied. Original bearings have been rotated to match said coordinate system. As per the request of the Kane County Recorder, a metes a bounds description is provided.

Legal Description

All of Lots 2096, 2097, and 2098 of Kanab Creek Ranchos Unit No. 3, more particularly described as follows:

Beginning at the southeast corner of said Lot 2098; thence, along the south line of said lot, North 89° 58' 27" West 183.86 feet, to the southwest corner of said lot 2098; thence, along the westerly lines of said lots the following two (2) courses: North 04° 44' 33" West 185.77 feet; thence North 46° 10' 57" West 85.15 feet, to the northwest corner of said Lot 2096; thence, along the north line of said Lot 2096, North 67° 06' 41" East 217.46 feet, to the westerly right-of-way of Lee Drive and the beginning of a non-tangent curve; thence, along said right-of-way and curve turning to the right 160.42 feet, with a central angle of 45° 57' 27", having a radius of 200.00 feet, and whose long chord bears South 22° 49' 23" East 156.16 feet; thence, continuing along said right-of-way, South 00° 04' 40" West 184.82 feet to the POINT OF BEGINNING, containing 1.38 acres (more or less).

Owner's Dedication

Know all men by these presents that the undersigned are the respective owners of the above described tract of land, and hereby execute the same to consolidate Lots 2096, 2097, and 2098 Kanab Creek Ranchos Unit No. 3 into 2 lots, to be hereafter known as Amended Lot 2096 and Amended Lot 2098 of Amended Lots 2096, 2097, and 2098 of Kanab Creek Ranchos Unit No. 3, the undersigned hereby dedicate all of Amended Lot 2096, as set forth herein, to Robert F. and Beryl J. Ledoux, husband and wife as joint tenants with full rights of survivorship, and all of Amended Lot 2098, as set forth herein, to Madeline Sandoval and Lisa Ann Strauther, as joint tenants with full rights of survivorship. The undersigned owners also hereby convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat. the same to be used for the installation, maintenance and operation of utility lines and facilities. In witness whereof, we have set our hand this the _____ day of _____, 20__.

Robert F. and Beryl J. Ledoux, husband and wife as joint tenants with full rights of survivorship.

_____ _____
Robert F. Ledoux Beryl J. Ledoux

Madeline Sandoval and Lisa Ann Strauther, as joint tenants with full rights of survivorship

_____ _____
Madeline Sandoval Lisa Ann Strauther

Ownership:
Lot 2096 — Robert & Beryl J Lexoux, 1750 S Lee Dr, Kanab, UT 84741
Lots 2097 & 2098 — Madeline Sandoval & Lisa Ann Strauther, 1768 S Lee Dr, Kanab, UT 84741

Drawn by: RL/MJS Survey Date: May 15, 2025

Rev. #	Date	Description
#1	7/28/25	City comments

Sheet 1 of 1

RED SANDS
GEOMATICS
LAND SURVEYING, LIDAR, & GIS

July 28, 2025

Kanab City
Attn: Janae Chatterley
Land Use Coordinator
26 North 100 East
Kanab, UT 84741
435-644-2543

Project	KCR No 3 Amended Lots 2096, 2097, and 2098
Project No.	Plan 25-043
Application Date	July 14, 2025

Dear Janae Chatterley

This letter is in response to the review of the above-mentioned project.

Item 1: I completely agree that the legal should match, however, this is how the Kane County Recorder wants to see the legal on these amended plats. That is noted in my narrative.
Item 2: This distance measures 184.818' and CAD rounds it to .82' The distances don't stack do to the rounding. I have corrected the problem.
Item 3: Corrected
Item 4: Corrected
Item 5: Corrected
Item 6: Corrected

I appreciate the review of the above-mentioned project, if there are any questions or concerns please contact me.

Cordially,

Mike Stewart, PLS
435-899-8539
Red Sands Geomatics

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 #PLAN25-044

Date:	**August 8, 2025**
Meeting Date:	**April 12, 2025**
Agenda Item:	**Public Hearing to approve or deny a petition to vacate public utility easements**
Subject Property Address:	**1750 S Lee Dr. & 1782 S Lee Dr.**
Applicant:	**Robert Ledoux & Lisa Strauther**
Applicant Agent:	**Red Sands Geomatics**
Parcel #:	**65-2096; 65-2097 & 65-2098**
Applicable Ordinances:	**Utah Code §§ 10-9a-609.5**

Summary:
Red Sands Geomatics is petitioning to vacate the public utility easements on parcel 65-2096, 65-2097 and 65-2098 located approximately at 1750 S Lee Dr. & 1782 S Lee Dr. The property owners are requesting a boundary adjustment and would like to vacate the easements between properties.

Applicable Regulation(s):
Vacating public roads and utility easements are addressed in Utah Code §§10-9a-609.5 and 10-9a-207.

Analysis
Staff have determined:

- The application meets the requirements of the Utah Code;
- Good cause exists for the vacation;
- Neither the public interest nor any person will be materially injured by the proposed vacation.

The owner of record contained within the plat is Robert Ledous and Lisa Strauther. The easements are currently not being used for any utilities and will not have any consequences for vacating them.

Planning Commission Meeting and Recommendation:
Planning Commission made a unanimous positive recommendation to City Council

Conditions of Approval:
Staff have no conditions of approval.

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

KANAB
UTAH

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

Recommended Motion:
I make a motion to approve the vacation of the public utility easements identified on the proposed plat map for parcels 65-2096, 65-2097 and 65-2098 and adopt ordinance 08-XX-25 O based on the findings and conditions outlined in the staff report #PLAN25-044.

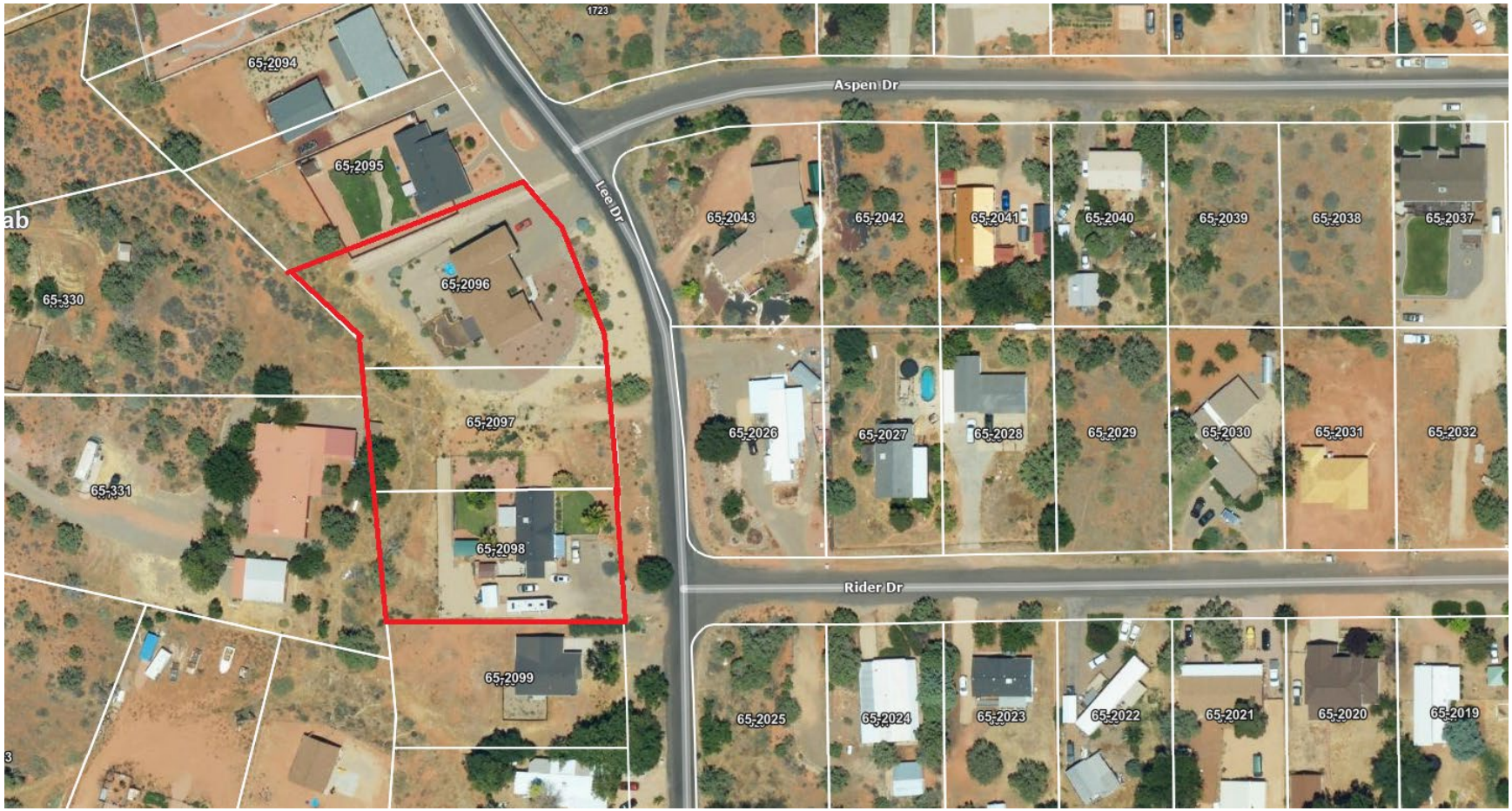
Alternate motion:
I make a motion to approve the vacation of the public utility easements identified on the proposed plat map for parcels 65-2096, 65-2097 and 65-2098 and adopt ordinance 08-XX-25 O based on the findings and conditions outlined in the staff report #PLAN25-044, with the additional findings and conditions: .

I make a motion to deny the vacation of the public utility easements identified on the proposed plat map for parcels 65-2096, 65-2097 and 65-2098 demonstrating the applicant has not met the standards outlined in the Utah State Code: .

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: Subject Property


1723
Aspen Dr
Lee Dr
Rider Dr
65-2094
65-2095
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65-2098
65-2099
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65-2043
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65-2020
65-2019

Mayor
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City Manager
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Treasurer
Danielle Ramsay

City Council
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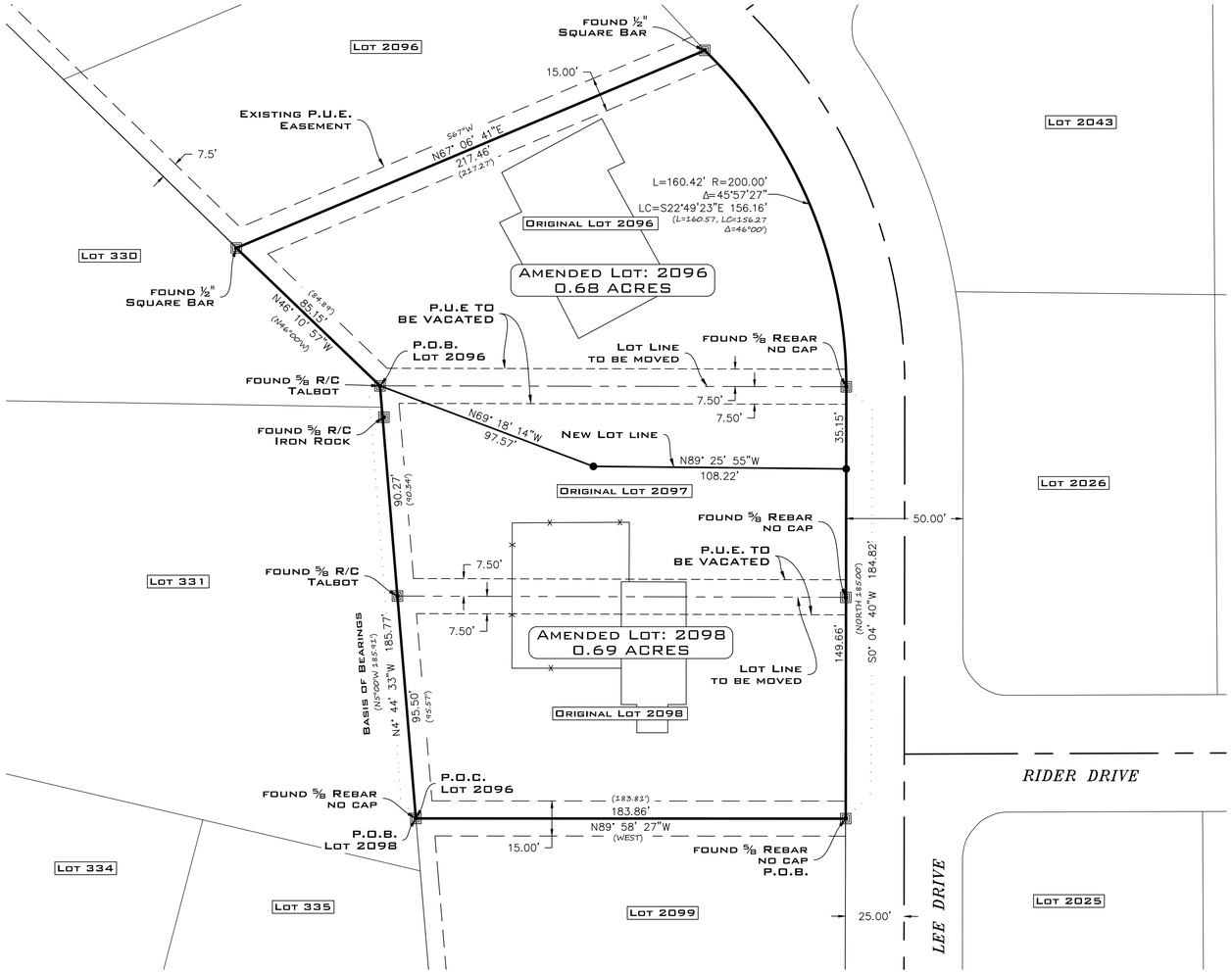
Exhibit B: Amended Plat

Amended Lots 2096, 2097, and 2098

Kanab Creek Ranchos Unit No-3

Within Section 5, Township 44 South, Range 6 west, Salt lake base and Meridian
Parcels: 65-2096, 65-2097, & 65-2098

Scale 1" = 30'



Legend

Abbreviations Lines Symbols

- Monument as Described
- Set #5 Rebar & Red Plastic Cap Marked Red Sands Geomatics 12480028 (unless noted)
- Found existing corner as described
- Boundary line
- New property line
- Fence line
- Adjacent property line
- Street center line
- Property line to be removed
- Easement as described
- Easement to be terminated
- R/C — Rebar and cap marked as shown
- P.O.B. — Point of beginning
- (S89°22'30"E) — Record dimensions

City Engineer

I hereby verify that this office examined this amended subdivision plat and hereby recommends approval on this ___ Day of _____ 20__.

_____
Kanab City Engineer

Public Works Director

I hereby verify that this office examined this amended subdivision plat and hereby recommends approval on this ___ Day of _____ 20__.

_____
Kanab City Public Works Director

City Surveyor

I hereby verify that this office examined this amended subdivision plat and hereby recommends approval on this ___ Day of _____ 20__.

_____
Kanab City Surveyor

City Attorney

I, _____, attorney for Kanab City, do hereby certify that I have examined the shown subdivision amendment plat and said plat meets the requirements of Kanab City and is hereby recommended for approval, this ____day of _____ 20__.

_____
Kanab City Attorney

Planning & Zoning Approval

On this ___ day of _____ 20__, the Kanab City Planning and Zoning, does hereby certify that the shown plat has been approved by said commission and is hereby recommended to the Kane City Council for Approval, with all commitments and obligations pertaining thereto.

_____
Chairman Kanab City Planning Commission

City Council Approval

On this ___day of _____ 20__, the Kanab City Council, having reviewed the above plat and having found that it complies with the requirements of Kanab City, and by authority of said council, hereby approve said plat for recording.

Attest:_____ _____
Kanab City Recorder Kanab City Mayor

Certificate of Recording

I, _____, county recorder of Kane County, UT do hereby certify that the shown subdivision amendment plat was filed for record in my office on this the ___day of _____, 20__.

Book_____ Page_____ Fee_____
Entry No.:_____ Date_____ Time_____
Recorded at the Request of: Red Sands Geomatics

_____
Kane County Recorder

Notary Acknowledgment

State of _____)
s.s.
County of _____)

On the _____ day of _____, 20__, Madeline Sandoval and Lisa Ann Strauther, personally appeared before me, and duly acknowledged to me that he/she did execute the same.

Notary Public Full Name:_____
Commission Number:_____
My Commission Expires:_____
A notary Public Commissioned in _____

_____
Notary Public (signature)
No Stamp required (Utah Code 46-1-16(6))

Notary Acknowledgment

State of _____)
s.s.
County of _____)

On the _____ day of _____, 20__, Robert F. Ledoux and Beryl J. Ledoux; personally appeared before me, and duly acknowledged to me that he/she did execute the same.

Notary Public Full Name:_____
Commission Number:_____
My Commission Expires:_____
A notary Public Commissioned in _____

_____
Notary Public (signature)
No Stamp required (Utah Code 46-1-16(6))

Professional Land Surveyor 12480028 Michael J Stewart State of Utah

RED SANDS GEOMATICS
Land Surveying, LiDAR, & GIS

Personalized Professional Solutions
262 E 200 S Kanab, Utah RedSandsGeomatics.com

Surveyor's Certificate

I, Michael J Stewart, a Professional Land Surveyor, License Number 12480028, hold this license in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act and have completed this plat of the property described hereon in accordance with Section 17-27a-608. I certify that I have completed the survey shown hereon in accordance with Section 17-23-17 as outlined in Section 17-27a-608(6)(a)(ii)(A), and have verified all measurements and have placed monuments as represented on this plat. I further certify that by authority of the hereon owners, I have made this plat of:
"Amended Lots 2096, 2097, and 2098, Kanab Creek Ranchos Unit No-3"

_____ _____
MICHAEL J. STEWART UT L.S. 12480028 Date

Survey Narrative

The purpose of this Amended Plat is to consolidate 3 lots into 2. This amendment was requested by the owners. All other lots and dimensions remain unchanged. I have conducted a field survey of the shown property and have discovered differences in recorded bearings and distances which are shown for informational and retracement purposes only. It is the intent of this amendment to only change the above mentioned Lots and to leave everything else as it has been recorded, relied upon, and conveyed in deeds and other legal documents, thus preserving the integrity and bona fide rights of adjacent owners (Utah State Code: 17-27a-6). Easements affected by this amendment are depicted hereon. The basis of bearings for this survey is based on the below stated coordinate system and can be measured between the Southeast corner of Lot 2098 and the northwest corner of Lot 2097 shown hereon, N 4° 44' 33" W 185.77'. The GPS coordinate system used in field measurements was the Utah Coordinate System 1983 South Zone, US Survey Feet, scaled to ground with no localization applied. Original bearings have been rotated to match said coordinate system. As per the request of the Kane County Recorder, a metes a bounds description is provided.

Legal Description

All of Lots 2096, 2097, and 2098 of Kanab Creek Ranchos Unit No-3, more particularly describ`ed as-follows:

BEGINNING at the southeast corner of said Lot 2098; thence, along the south line of said lot, North 89° 58' 27" West 183.86 feet, to the southwest corner of said lot 2098; thence, along the westerly lines of said lots the following two (2) courses: North 04° 44' 33" West 185.77 feet; thence North 46° 10' 57" West 85.15 feet, to the northwest corner of said Lot 2096; thence, along the north line of said Lot 2096, North 67° 06' 41" East 217.46 feet, to the westerly right-of-way of Lee Drive and the beginning of a non-tangent curve; thence, along said right-of-way and curve turning to the right 160.42 feet, with a central angle of 45° 57' 27", having a radius of 200.00 feet, and whose long chord bears South 22° 49' 23" East 156.16 feet; thence, continuing along said right-of-way, South 00° 04' 40" West 184.82 feet to the POINT OF BEGINNING, containing 1.38 acres (more or less).

Owner's Dedication

Know all men by these presents that the undersigned are the respective owners of the above described tract of land, and hereby execute the same to consolidate lots 2096, 2097, and 2098 Kanab Creek Ranchos Unit No-3 into 2 lots, to be hereafter known as Amended Lot 2096 and Amended Lot 2098 of Amended Lots 2096, 2097, and 2098 of Kanab Creek Ranchos Unit No-3, the undersigned hereby dedicate all of Amended Lot 2096, as set forth herein, to Robert F. and Beryl J. Ledoux, husband and wife as joint tenants with full rights of survivorship, and all of Amended Lot 2098, as set forth herein, to Madeline Sandoval and Lisa Ann Strauther, as joint tenants with full rights of survivorship. The undersigned owners also hereby convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat. the same to be used for the installation, maintenance and operation of utility lines and facilities. In witness whereof, we have set our hand this the _____ day of _____, 20__.

Robert F. and Beryl J. Ledoux, husband and wife as joint tenants with full rights of survivorship.

_____ _____
Robert F. Ledoux Beryl J. Ledoux

Madeline Sandoval and Lisa Ann Strauther, as joint tenants with full rights of survivorship

_____ _____
Madeline Sandoval Lisa Ann Strauther

Ownership:
Lot 2096
Robert & Beryl J Lexoux
1750 S Lee Dr
Kanab, Ut 84741

Lots 2097 & 2098
Madeline Sandoval & Lisa Ann Strauther
1768 S Lee Dr
Kanab, Ut 84741

Drawn by: RL/MJS Survey Date: May 15, 2025

Rev. #	Date	Description

Sheet 1 of 1

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 Planning Commission Staff Report

File Number 20250805.1

Date:	**August 8, 2025**
Meeting Date:	**August 12, 2025**
Agenda Item:	**Approve or deny a text amendment to the Subdivision Ordinance, Chapter 2A & 2B – Subdivision Process Public Hearing to amend the Fee Schedule adding a fee for the boundary adjustment.**

Attachments:

- **Exhibit A: Proposed Amendment(s) with Red Lines**
- **Exhibit B: Proposed Fee Schedule**

Summary:

A text amendment to update the new requirements from the Utah State code regarding boundary adjustments and amendments to a subdivision and an amendment to the fee schedule to add a fee for the boundary adjustments.

Recommended Motion:

I make a motion to adopt changes to the subdivision ordinance identified in exhibit A & B of the staff report for 20250805.1 and adopt ordinance 8-XX-25 O

I make a motion to deny the proposed text amendment and changes to the fee schedule.

I make a motion to adopt changes to the subdivision ordinance identified in exhibit A & B of the staff report for 20250805.1 and adopt ordinance 8-XX-25 O with the following amendments:

I move to continue the discussion to the following meeting:

.

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

KANAB
UTAH

City Council
Arlon Chamberlain
Chris Heaton
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Peter Banks

Exhibit A: Proposed Amendment with Red Lines

Chapter 2A

Subdivision Process

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City, including all subdivisions (except for 1-2 family residential), condominium plats, plat amendments, plat vacations, and lot-line adjustments.

Chapter 2A Table of Contents

Section 2A-1 Initial Application
Figure 1 – Initial Application Process
Section 2A-2 Minor Subdivisions
Figure 2 - Minor Subdivision Process
Section 2A-3 Subdivisions (10 or More Lots)
Figure 3 - Preliminary Plat Application Process
Figure 4 - Final Plat Application Process
Section 2A-4 Vacating or ~~Changing~~ Amending a Subdivision Plat
Figure 5 – Plat Vacation or Amendment Process
Section 2A-5 Boundary Adjustment
Section 2A-~~5~~6 Record of Condominium Plat
Section 2A-~~6~~7 Recording of Conservation Parcels
Section 2A-~~7~~8 Flag Lots

Chapter 2A

Subdivision Process

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City, including all subdivisions (except for 1-2 family residential), condominium plats, plat amendments, plat vacations, and lot-line adjustments.

Section 2A-4 Vacating or Amending a Subdivision Plat

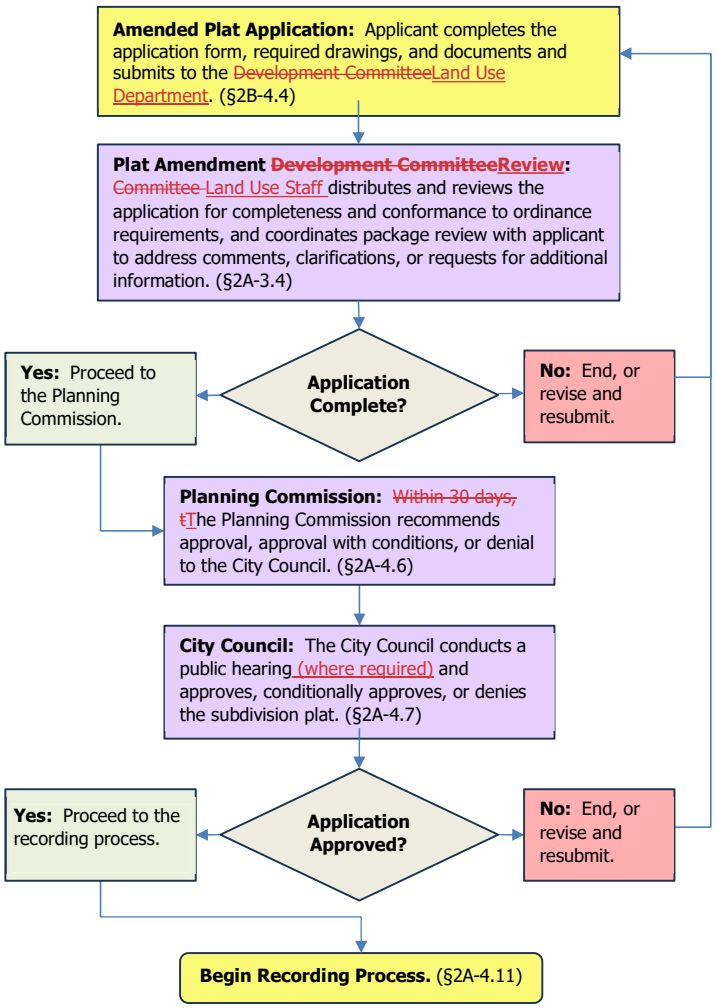
2A-4.1. The City Council, by ordinance, ~~may, with or without~~requires a petition~~,~~ to consider any proposed vacation, alteration, or amendment of a subdivision plat, any portion of a subdivision plat, or any street or lot contained in a subdivision ~~at a public hearing~~.

Chapter 2A

Subdivision Process

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City, including all subdivisions (except for 1-2 family residential), condominium plats, plat amendments, plat vacations, and lot-line adjustments.

Figure 5 - Plat Vacation or Amendment Process



2A-4.2. Any fee owner, as shown on the last county assessment roll, of land within a subdivision that has been laid out and platted as provided in this part may, in writing, petition the City Council to have the plat, any

Chapter 2A

Subdivision Process

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City, including all subdivisions (except for 1-2 family residential), condominium plats, plat amendments, plat vacations, and lot-line adjustments.

portion of it, or any street or lot contained in it, vacated, altered, or amended as provided in this section.

2A-4.3. **Initial Application:** An applicant petitioning to vacate, alter, or amend an entire plat, a portion of a plat, or a street or lot contained therein shall complete the initial application process as outlined in Section 2A-1.

2A-4.4. **Plat Amendment Application:** Following completion of the initial application process, an applicant shall complete and submit an application form for a plat amendment to the Kanab City ~~Development Committee~~Land Use Department. The application shall include:

2A-4.4.1. The name of applicant(s) or authorized agent and contact information.

2A-4.4.2. The subdivision name.

2A-4.4.3. An amended final plat prepared in accordance with the applicable final plat requirements outlined in Section 2~~A-3~~B-6.2.2, ~~or~~ other document for recording as requested by the City, and the following:~~.~~

2A-4.4.3.1 Depicts only the portion of the subdivision that is proposed to be amended;
2A-4.4.3.2 Includes a plat name distinguishing the amended plat from the original plat;
2A-4.4.3.3 Describes the differences between the amended plat and the original plat;
2A-4.4.3.4 Includes references to the original plat;
2A-4.4.3.5 Signature of each owner of record contained in the entire plat or on that portion of the plat described in the petition;
2A-4.4.3.6 Prepared by a surveyor that holds a license in accordance with Utah code Title 58, Chapter 22, and in compliance with §17-23-17 of the Utah code.

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2A-4.4.4. Subdivision Lot Addresses: If new lots are being created, ~~A~~a list of street addresses for each lot

shown on the amended final plat, numbered in accordance with the Kanab City address grid system.

2A-4.4.5. Mailing Labels for Owners of Record: Provide type written address labels appearing on the roll of the Kane County Assessor for the following:

2A-4.4.5.1. Each affected entity that provides a service to a property owner of record of the portion of the plat that is being vacated or amended; and ~~The name and address of all owners of record of the land contained in the entire plat;~~

2A-4.4.5.2. Each property owner of record within the portion of the subdivision that is proposed to be amended.~~The name and address of all owners of record of land adjacent to any street that is proposed to be vacated, altered, or amended; and~~

~~2-4.4.5.3. The signature of each of these owners who consents to the petition.~~

~~2A-4.4.6. Mailing Labels: If a public hearing notice is required under this Ordinance, furnish two (2) sets of type written address labels to all property owners within three hundred (300) feet of the property that is the subject of the proposed plat change, addressed to the owner's mailing address appearing on the roll of the Kane County Assessor.~~

2A-4.4.6~~7~~. Subdivision Improvement Plans, (when required): Subdivision construction improvement plans for grading, drainage, streets, utility infrastructure, and other public improvements as modified by the proposed amendment, as required herein and in accordance with the Kanab City Uniform Standards for Design and Construction.

2A-4.4.7~~8~~. Title Report: A title report prepared within the previous 30 days.

2A-4.4.8~~9~~. Any additional items that may be requested during the initial application process.

2A-4.4.9~~10~~. Fee: The amended final plat fee as

Chapter 2A

Subdivision Process

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City, including all subdivisions (except for 1-2 family residential), condominium plats, plat amendments, plat vacations, and lot-line adjustments.

outlined in the Kanab City Land Use Ordinance.

2A-4.4.10~~1~~. Signature and Acknowledgement: By signing the plat amendment application form, the applicant acknowledges:

2A-4.4.11.1. That the applicant or agent of the applicant has read the Subdivision Ordinance;

2A-4.4.11.2. That the applicant understands the provisions of the Subdivision Ordinance; and

2A-4.4.11.3. That the applicant will fully and completely comply with the provisions and requirements contained therein.

2A-4.5. **Plat Amendment ~~Development Committee~~ Review**:

2A-4.5.1. The ~~Development Committee~~ petition for the plat amendment shall be reviewed ~~the plat amendment application and accompanying documentation for compliance with this Ordinance.~~

~~2A-4.5.2. Copies of the application and accompanying documentation may be furnished to the City Attorney,~~ by the City Engineer, Public Works Department, City Surveyor and Land Use Department. ~~or other interested parties, who will review the documentation and make recommendation back to the Development Committee.~~

2A-4.5.3. Additional information may be requested from the applicant ~~by the Development Committee~~ during the review.

2A-4.5.4. Once all information requested has been furnished, evaluated, and addressed to the satisfaction ~~of the Development Committee~~of the reviewers, the application will be forwarded to the Planning Commission and placed in the next available meeting agenda.

2A-4.6. Required Notices: The Land Use Authority shall provide notice of a petition by mail or e-mail to the affected entity and

Chapter 2A

Subdivision Process

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City, including all subdivisions (except for 1-2 family residential), condominium plats, plat amendments, plat vacations, and lot-line adjustments.

property owner provided by the petitioner (§2A-4.4.4.5). Notice shall include a deadline by which written objections to the petition are due to the land use authority but no earlier than 10 calendar days after the day on which the notice is sent.

2A-4.~~7~~6. **Plat Amendment Planning Commission Consideration:** The Planning Commission shall give its recommendation within 30 days after the proposed vacation, alteration, or amendment is referred to it.

2A-4.~~8~~7. ~~**Need for a**~~ **Public Hearing** **(when required):** The City Council shall hold a public hearing within 45 days after ~~receipt of the Planning Commission's recommendation under any of the following conditions~~the day on which a petition is filed, if:

2A-4.~~8~~7.1. ~~The plat change includes the vacation of a public street;~~Any property owner within the subdivision that is proposed to be amended notifies the municipality of the owner's objection in writing before the deadline.

2A-4.~~8~~7.2. ~~Any owner within the plat notifies the municipality of their objection in writing within ten days of mailed notification; or~~ -OPTIONAL- All of the property owners within the portion of the subdivision proposed to be amended have not signed the proposed amended plat.

2A-4.~~8~~7.3. ~~Not all of the owners of land in the subdivision have signed the revised plat.~~The public hearing requirement does not apply if:

2A-4.8.3.1 The petition seeks to:
2A-4.8.3.1.1 Join two or more of the petitioner fee owner's contiguous lots;
2A-4.8.3.1.2 Subdivide one or more of the petitioning fee owner's lots, if the subdivision will not result in a violation of a land use ordinance or a development condition;
2A-4.8.3.1.3 On a lot owned by the petitioning fee owner, adjust an internal lot restriction imposed by the local political subdivision; or
2A-4.8.3.1.4 Alter the plat in a manner that does not change existing boundaries or other

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Chapter 2A

Subdivision Process

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City, including all subdivisions (except for 1-2 family residential), condominium plats, plat amendments, plat vacations, and lot-line adjustments.

attributes of lots within the subdivision that are not owned by the petitioner or designated as a common area; and

2A-4.8.3.2 Notice has been given to adjoining property owners in accordance with any applicable local ordinance.

2A-4.~~9~~8. **Required Notice:** The City shall give notice of the date, time, and place of the public ~~meeting~~ hearing regarding the proposed plat amendment at least 10 calendar days prior to the public ~~meeting~~hearing. The notice shall be:

2A-4.~~9~~8.1. ~~Mailed and addressed to the record owner of each parcel within three hundred (300) feet of that property; and~~Posted on the Utah State Public Notice Website; and

2A-4.~~9~~8.2. Posted on the ~~property proposed for subdivision amendment, in a visible location, with a sign of sufficient size, durability, and print quality that is reasonably calculated to give notice to passers-by~~city website.

~~2A-4.9. **Grounds for Vacating or Changing a Plat:** Within 30 days after the public hearing, the City Council shall consider the petition. The City Council may approve a petition to vacate or change a plat if it finds that:~~

~~2A-4.9.1. Neither the public nor any person will be materially injured by the proposed vacation, alteration or amendment.~~

~~2A-4.9.2. There is good cause for the vacation, alteration or amendment.~~

~~2A-4.10. The City Council may approve the vacation, alteration, or amendment by ordinance, amended plat, administrative order, or deed containing a stamp or mark indicating approval by the City Council.~~

2A-4.11. **Document Recording:** The Applicant shall ensure that the vacation, alteration, or amendment is recorded in the Kane County Recorder's office and provide confirmation of recordation to the City including new parcel number or County account number.

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Commented [KC1]: Historically this has not happened. Would you like this enforced or should it be deleted. If enforcement is done, staff would recommend that they notify us of the recordation with the owner's plat or documentation that includes the new parcel number. This will help staff update the zoning binder that has been difficult to maintain and keep up to date.

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Chapter 2A

Subdivision Process

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City, including all subdivisions (except for 1-2 family residential), condominium plats, plat amendments, plat vacations, and lot-line adjustments.

2A-4.12. **Appeal of City Decision:** An aggrieved party may appeal the City's decision to the Appeal Authority.

Section 2A-5 Boundary Adjustment

2A-5.1 Simple Boundary Adjustment

2A-5.1.1 Definition:
Simple Boundary adjustment means a boundary adjustment that does not affect a public right-of-way, municipal utility easement, or other public property; affect an existing easement, onsite wastewater system, or an internal lot restriction; or result in a lot or parcel out of conformity with land use regulations.

2A-5.1.2 Simple Boundary Application
An applicant shall complete and submit an application to the Kanab City Land Use Department. The application shall include:

2A-5.1.2.1 A conveyance document that includes the following:

2A-5.1.2.1.1: The name and signature of each party to the conveyance document;

2A-5.1.2.1.2: The address of each party to the conveyance document for assessment purposes;

2A-5.1.2.1.3: A legal description of the parcel or lot owned by each party before the boundary adjustment;

2A-5.1.2.1.3: A legal description of the parcel or lot owned by each party after the boundary adjustment; and

2A-5.1.2.1.4: Sufficient language to convey title from one party to another party, in conformity with the proposed boundary adjustment.

2A-5.1.2.2 An exhibit, in a legible and recordable format, a visual or graphic of the proposed boundary adjustment and all properties affected by the proposed boundary adjustment, depicting:

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Chapter 2A

Subdivision Process

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2A-5.1.2.2.1 The former boundary location;
2A-5.1.2.2.2 The new boundary location; and
2A-5.1.2.2.3 The size shape and dimensions of each adjusted parcel or lot.

2A-5.1.2.3 If the property owner's conducted a survey, a reference to the record of the survey map showing:
2A-5.1.2.3.1 Existing dwellings, outbuildings, improvements and other physical features;
2A-5.1.2.3.2 Existing easements, rights-of-way, conditions, or restrictions recorded or apparent;
2A-5.1.2.3.3 The former boundary location;
2A-5.1.2.3.4 The new boundary location;
2A-5.1.2.3.5 The size, shape, and dimensions of each adjusted lot or adjusted parcel; and
2A-5.1.2.3.6 Other existing or proposed improvement that impact or are subject to land use regulations.

2A-5.1.2.4 Visual or Graphic depiction showing size of each lot (width, length, and acre or square footage), length of street frontage for each lot, location of existing public utilities, structures and easements on each lot, setbacks of existing structures. (this can be combined with the exhibit required in §2A-5.1.3.2.

2A-5.1.3 **Simple Boundary Adjustment Review**:

2A-5.1.3.1 The application for a simple boundary adjustment shall be reviewed by Land Use Administrator/Director.

2A-5.1.3.2 Additional information may be requested from the applicant during the review.

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Chapter 2A

Subdivision Process

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City, including all subdivisions (except for 1-2 family residential), condominium plats, plat amendments, plat vacations, and lot-line adjustments.

2A-5.1.3.3 Once all information requested has been furnished, evaluated, and addressed to the satisfaction of the Land Use Administrator/Director, a written notice of consent will be issued.

2A-5.1.3.4 Document Recording: The Applicant shall ensure that the simple boundary adjustment is recorded in the Kane County Recorder's office

2A-5.2 Full Boundary Adjustment

2A-5.2.1 Definition:
Full Boundary adjustment means a boundary adjustment that is not a simple boundary adjustment.

2A-5.2.2 Full Boundary Application
An applicant shall complete and submit an application to the Kanab City Land Use Department. The application shall include:

2A-5.2.2.1 A conveyance document that includes the following:

2A-5.2.2.1.1: The name and signature of each party to the conveyance document;

2A-5.2.2.1.2: The address of each party to the conveyance document for assessment purposes;

2A-5.2.2.1.3: A legal description of the parcel or lot owned by each party before the boundary adjustment;

2A-5.2.2.1.4: A legal description of the parcel or lot owned by each party after the boundary adjustment; and

2A-5.2.2.1.5: Sufficient language to convey title from one party to another party, in conformity with the proposed boundary adjustment.

2A-5.2.2.2 An exhibit, in a legible and recordable format, a visual or graphic of the proposed boundary adjustment and all properties affected by the proposed boundary adjustment, depicting:

2A-5.2.2.2.1 The former boundary

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Chapter 2A

Subdivision Process

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City, including all subdivisions (except for 1-2 family residential), condominium plats, plat amendments, plat vacations, and lot-line adjustments.

location;
2A-5.2.2.2.2 The new boundary location; and
2A-5.2.2.2.3 The size shape and dimensions of each adjusted parcel or lot.

2A-5.2.2.3 A survey, that complies with Utah State code §57-1-45.5(3)(b):
2A-5.2.2.3.1 Existing dwellings, outbuildings, improvements and other physical features;
2A-5.2.2.3.2 Existing easements, rights-of-way, conditions, or restrictions recorded or apparent;
2A-5.2.2.3.3 The former boundary location;
2A-5.2.2.3.4 The new boundary location;
2A-5.2.2.3.5 The size, shape, and dimensions of each adjusted lot or adjusted parcel; and
2A-5.2.2.3.6 Other existing or proposed improvement that impact or are subject to land use regulations.

2A-5.2.2.4 A proposed plat amendment (if property is within an existing subdivision) as outlined in §2A-4.

2A-5.2.2.5 If vacating an easement, public right-of-way, municipal utility easement, or other public property, a separate application to vacate will be required to meet Utah State Code §10-9a-609.5.

2A-5.2.3 **Full Boundary Adjustment Approval**:

2A-5.2.3.1 The application for a full boundary adjustment shall be reviewed, approved or denied by City Council after receiving a recommendation from the Planning Commission.

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Chapter 2A

Subdivision Process

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City, including all subdivisions (except for 1-2 family residential), condominium plats, plat amendments, plat vacations, and lot-line adjustments.

2A-5.2.4 Document Recording: The Applicant shall ensure that the simple boundary adjustment is recorded in the Kane County Recorder's office.

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Section 2A-~~6~~5 Record of Condominium Plat

Each application for condominium shall also comply with the provisions of the Condominium Act as set forth in U.C.A. Section 57-8-10, as amended.

Section 2A-~~7~~6 Recording of Conservation Parcels

2A-6.1. The Planning Commission shall recommend approval, denial, or approval with conditions of a subdivision to the City Council, which has the authority to approve, or deny, or approve with conditions, a subdivision that is created for conservation easement/parcel as defined in Utah State Code Section 57-18-2, as amended.

2A-6.2. The application for a subdivision created for a conservation parcel/easement must include a letter of intent addressed to the City and a survey map to be recorded with the County Recorder.

2A-6.3. A subdivision created for a conservation parcel/easement is not subject to Development Committee Review, including the submission of an initial application under Section 2A-1 of this Ordinance.

2A-6.4. The Planning Commission may recommend conditions for the subdivision, and the City Council may approve the subdivision with conditions, to ensure that the subdivision is in accordance with the purpose of this Ordinance.

2A-6.5. The Planning Commission may recommend exemption from, and the City Council may exempt applicants from, design requirements enumerated in Chapter 3 of the Subdivision Ordinance that do not appropriately apply to conservation parcels/easements.

2A-6.6. Uses in the conservation parcel may not be changed or expanded without approval granted via the standard subdivision process, specified in the Kanab City

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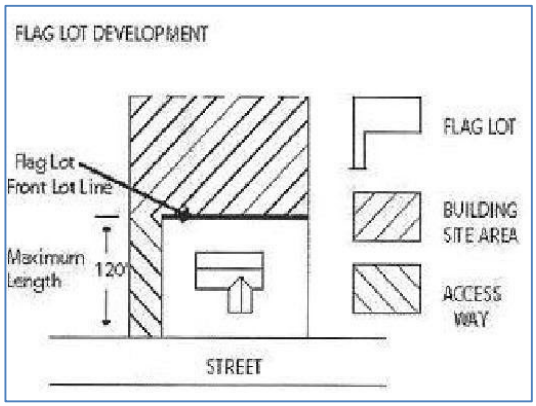
Subdivision Process

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City, including all subdivisions (except for 1-2 family residential), condominium plats, plat amendments, plat vacations, and lot-line adjustments.

Subdivision Ordinance.

2A-6.7. Nothing in this Ordinance shall exempt applicants from the minimum requirements for a subdivision as defined by Utah State Code.

Section 2A-~~8~~7 Flag Lots



2A-7.1. Flag lots are intended to allow development of substantial, buildable properties where public streets cannot or should not be extended. Additionally, constraints created by the existing built environment may be a consideration. Lot size for such uses is necessarily large to help ensure privacy of adjacent properties who are most impacted by the development of the flag lot.

2A-7.2. All flag lot development shall be approved by the Planning Commission, upon satisfaction of the following conditions:

2A-7.2.1. The Planning Commission determines that the lot may not be developed as a standard lot and that the property cannot be subdivided with public streets and standard lots, either at the present or in the foreseeable future.

2A-7.2. An easement will be recorded across the staff portion of the flag lot, providing access for

Chapter 2A

Subdivision Process

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City, including all subdivisions (except for 1-2 family residential), condominium plats, plat amendments, plat vacations, and lot-line adjustments.

installation and maintenance of utility lines and services, emergency vehicle access, and access of City or other public personnel or vehicles as may be required to carry out the responsibilities of the City and other governmental entities. Public services, such as garbage collection, will be at the Dedicated Street only.

2A-7.2.3. The staff portion of a flag lot will front on a dedicated public street.

2A-7.2.4. No building or construction, except for driveways and/or fences, will be allowed on the staff portion of the flag lot.

2A-7.2.5. The lot will meet all size and setback requirements of the zone in which the lot is located.

2A-7.2.6. The flag lot will be used for a single-family dwelling only.

2A-7.2.7. No part of the staff portion of the flag lot will serve more than two flag lots. In the event two such flag lots are served by a single staff, an agreement executed by all holding an interest in the property shall be recorded, providing that each owner will contribute one-half the cost of maintenance of the access road on the staff lot, which obligation shall be secured by a lien on the lots.

2A-7.2.8. The staff portion of the lot will be owned in fee simple by the lot owner(s), or the lot owner(s) will own an irrevocable easement constituting the staff portion. If access is by means of an easement, the adjacent lot must maintain the entire frontage required by the ordinance for the zone in which it is located, in addition to the width required for the flag lot access easement. Any easement on an adjoining lot shall contain all provisions identified in Subsection 2A-7.2 above.

2A-7.2.9. The flag lot access driveway will not be closer to an adjacent dwelling than ten (10) feet.

Chapter 2A

Subdivision Process

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City, including all subdivisions (except for 1-2 family residential), condominium plats, plat amendments, plat vacations, and lot-line adjustments.

2A-7.2.10. The staff portion of the flag lot will be improved with a gravel driveway or better surface. The driving surface will be well maintained and readily passable by a standard passenger car and emergency vehicles.

2A-7.2.11. The proposal is compatible with the existing development, in terms of height, building materials and that the approval of the dwelling will not adversely affect the living environment of the surrounding area.

2A-7.2.12. No deleterious objects or structures will be constructed or maintained on the premises.

2A-7.2.13. The proposed landscaping and fencing will adequately protect the privacy of adjacent properties.

2A-7.2.14. Public safety issues, such as fire hydrants, have been adequately addressed.

2A-7.2.15. Proposed access to the building site is at least twenty (20) feet wide and less than one hundred and twenty (120) feet long.

2A-7.2.16. The proposed area of the building site is at least twenty thousand (20,000) square feet, exclusive of the access way.

2A-7.2.17. The setbacks from the property line will meet the requirements of the underlying zone.

2A-7.2.18. The setback from the existing occupied structures on neighboring properties to any structure on the proposed flag lot will be at least seventy (70) feet.

2A-7.2.19. A site plan that complies with Chapter 9 has been submitted for review to the Planning Commission.

2A-7.3. All construction on a flag lot shall be in accordance with the site plan as approved by the Planning Commission. An approval of the site plan by the Planning Commission shall run with the owner and

Chapter 2A

Subdivision Process

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City, including all subdivisions (except for 1-2 family residential), condominium plats, plat amendments, plat vacations, and lot-line adjustments.

shall be valid only for a period of one (1) year from the date of approval. If the ownership of the parcel changes before the issuance of a building permit, or if said permit is not obtained and construction commenced within one (1) year from date of approval, said approval shall be null and void. If a building permit has been issued and construction begun within one (1) year from the date of approval, the approval of the flag lot shall vest and shall run with the land.

2A-7.4. The front side of the flag lot shall be deemed to be the side nearest the street upon which the staff portion fronts.

2A-7.5. The City shall have no maintenance responsibility for the roadway on the staff portion of the flag lot.

Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

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Section 2B-2 Interpretation and Conflict of Laws
Section 2B-3 Subdivision Land Use Authority
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Section 2B-5 Pre-Application Meeting
Section 2B-6 Subdivision Application Process
Section 2B-7 Review
Section 2B-8 Approval
Section 2B-9 Post Approval Actions
Section 2B-10 Minor Subdivision
Section 2B-11 Vacating or Amending a Subdivision Plat
Section 2B-12 Boundary Adjustment

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Section 2B-1 Scope of Applicability

2B-1.1. This Chapter applies to all applications for new subdivisions where the intended use is one- or two-family residential dwellings, including traditional single-family homes, townhomes, and duplexes. Subdivision applications or petitions for other uses are governed by Chapter 2A of this Subdivision Ordinance. The requirements of this Chapter do not apply retroactively to subdivision applications that were approved by the City prior to the enactment or amendment of this Ordinance.

Section 2B-2 Interpretation and Conflict of Laws

2B-2.1. Where any provision in this Chapter 2B conflicts with other ordinances enacted by the City, the provisions in this Chapter shall prevail unless the City intended such conflicting ordinances not in this Chapter to amend this Chapter.

Section 2B-3 Subdivision Land Use Authority

2B-3.1. The Land Use Authority for **preliminary** applications under this Chapter is the Planning Commission. For purposes of subdivision applications,

Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

the Planning Commission shall be ultimately responsible for the following, but may delegate any task to the City Engineer, City staff, or members of the Planning Commission:

2B-3.1.1. Rendering land use decisions related to preliminary applications under this Chapter, including approving or denying preliminary applications.

2B-3.1.2. Reviewing all preliminary applications under this Chapter in an impartial manner and according to the standards and deadlines described in this Chapter.

2B-3.1.3. Providing notice to entities and parties as required by this Chapter. This task is delegated to City staff by default.

2B-3.1.4. Holding public meetings for reviewing preliminary applications as required by this Chapter.

2B-3.1.5. Providing feedback to applicants on their preliminary applications in the manner required by this Chapter.

2B-3.1.6. Scheduling and holding a pre-application meeting with potential applicants as required by this Chapter. This task is delegated to City staff and the Development Committee by default.

2B-3.1.7. Keeping subdivision application forms (both preliminary and final) and related informational material up to date and publicly accessible and distributing such forms and materials to potential applicants. This task is delegated to City staff by default.

2B-3.1.8. Ensuring that documents are properly recorded with the County as required by this Chapter. This task is delegated to City staff by default.

Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

2B-3.2. The Land Use Authority for **final** applications under this Chapter is the Subdivision Review Committee (SRC). The SRC shall comprise the Land Use Director, the City Engineer, the Public Works Director, and one member of the Planning Commission who is a non-voting member and acts only as a liaison between the Planning Commission and the SRC. The SRC shall meet on an as-needed basis and act by majority vote. For purposes of subdivision applications, the SRC shall be responsible for the following, but may delegate any task to City staff or members of the SRC:

2B-3.2.1. Rendering land use decisions related to final applications under this Chapter, including approving or denying final applications.

2B-3.2.2. Reviewing all final applications under this Chapter in an impartial manner and according to the standards and deadlines described in this Chapter.

2B-3.2.3. Providing feedback to applicants on their final applications in the manner required by this
Chapter.

2B.3.2.4. Signing final application approvals as required by this Chapter.

2B-3.3. The Land Use Authorities are authorized to make any land use decision described by this Chapter without City Council approval. The City Council shall not approve or deny and shall not require the Land Use Authority to approve or deny an application under this Chapter.

Section 2B-4 Subdivision Appeal Authority

2B-4.1. The Appeal Authority for City decisions relating to this Chapter, except where otherwise noted, is the Administrative Hearing Officer.

Section 2B-5 Pre-Application Meeting

Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

2B-5.1. A party intending to submit a subdivision application under this Chapter may request a pre-application meeting with members of the SRC or another representative of the City (depending on availability) for the purpose of reviewing any element of the party's proposed subdivision application (preliminary or final). The proposed application need not be complete for purposes of this meeting and may—if the party desires—be limited to a concept or sketch plan.

2B-5.1.1. If a party requests a pre-application meeting, City staff shall schedule the meeting within 15 business days after the request. The meeting shall be scheduled at the earliest convenient opportunity, and, at the option of the party requesting the meeting, shall occur within 20 business days after scheduling.

2B-5.1.2. An SRC member or other City representative shall conduct the meeting, provide feedback on materials as requested by the party, and shall provide or have available on the City website the following at the time of the meeting:

2B-5.1.2.1. Copies of applicable land use regulations;

2B-5.1.2.2. A complete list of standards required for the project; and

2B-5.1.2.3. Relevant application checklists.

Section 2B-6 Application Requirements

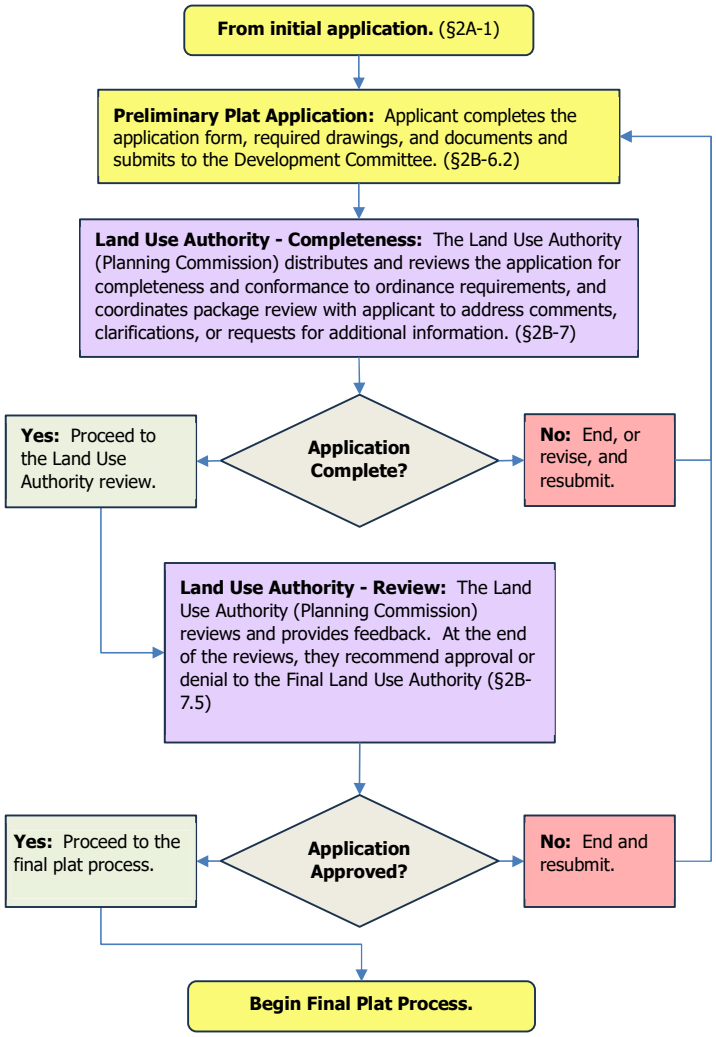
2B-6.1. The City shall not approve, nor shall a party record, any plat or other creating instrument for a new subdivision unless the party has properly applied under this Chapter and received both a preliminary approval and a final approval from the respective Land Use Authorities.

Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

Figure 1 - Preliminary Plat Application Process (1-2 Family Residential)

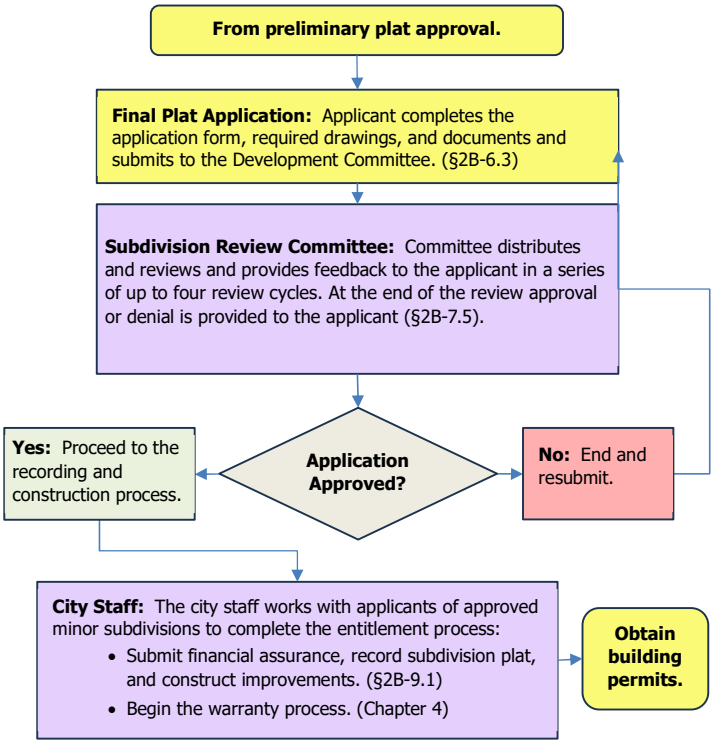


Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

Figure 2 - Final Plat Application Process (1-2 Family Residential)



2B-6.2. PRELIMINARY APPLICATION. To be considered complete, a **preliminary** subdivision application must include at least the following elements and a completed checklist showing that application includes all elements:

2B-6.2.1. Proof of land use (zoning) authorization, including a description of how the property will be used after it is subdivided and citations to the specific ordinance(s) that the applicant believes authorizes the intended use. If the intended use requires a rezoning, this must be secured before a subdivision application may be submitted. If the

Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

application proposes a flag lot, this must be separately approved under Chapter 2A, Section 7 of this Ordinance before a subdivision application may be submitted.

2B-6.2.2. A preliminary plat. The preliminary plat must be drawn to scale, in detail, and in accordance with generally accepted surveying standards and the acceptable filing standards of the County Recorder's Office. The preliminary plat must include:

2B-6.2.2.1. The proposed subdivision name, which must be distinct from any subdivision name on a plat recorded in the County Recorder's office.

2B-6.2.2.2. The boundaries, course, and dimensions of all proposed parcels.

2B-6.2.2.3. The lot or unit reference; block or building reference; street or site address; street name or coordinate address; acreage or square footage for all parcels, units, or lots; and length and width of the blocks and lots intended for sale.

2B-6.2.2.4. Every existing right-of-way and recorded easement located within the plat for underground, water, and utility facilities.

2B-6.2.2.5. Any known and unrecorded water conveyance facility located, entirely or partially, within the plat.

2B-6.2.2.6. The boundary lines of any special flood hazard zone.

2B-6.2.2.7. Whether any parcel is intended to be used as a street or for any other public use.

2B-6.2.2.8. Whether any parcel is reserved or proposed for dedication for a public

Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

purpose.

2B-6.2.2.9. If applicable, the notice required by Utah Code §17-41-403(4).

2B-6.2.2.10. Topography at two-foot intervals indicating existing terrain conditions.

2B-6.2.2.11. A north arrow facing the top of the right margin.

2B-6.2.2.12. A minimum scale of 1" = 50'.

2B-6.2.2.13. The latest date on each sheet.

2B-6.2.2.14. Signature blocks for the owners of the land to be subdivided, the surveyor who prepared the plat, the City Engineer, the City Surveyor, the City Attorney, the Public Works Director, the ~~Planning Commission~~Land Use Authority, and a Notary Public.

2B-6.2.3. Reports and studies, including:

2B-6.2.3.1. Soils investigation report prepared by a professional engineer proficient in geotechnical engineering, licensed in the State of Utah, unless specifically waived by the City Engineer.

2B-6.2.3.2. Drainage report prepared by a professional engineer licensed in the State of Utah, unless specifically waived by the City Engineer.

2B-6.2.3.3. Any other report required by the Kanab Land Use Code or reasonably required by the Planning Commission after initial review of the preliminary application.

2B-6.2.4. Certifications, including:

2B-6.2.4.1. An affidavit from the applicant

Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

certifying that the submitted information is true and accurate.

2B-6.2.4.2. The signature of each owner of record of land described on the preliminary plat, signifying their consent to the preliminary subdivision application and their intent to dedicate portions of the preliminary plat to the public as described in the application.

2B-6.2.4.3 Certification that the survey who prepared the plat:

2B-6.2.4.3.1. Holds a license in accordance with Utah Code Title 58 Chapter 22; and

2B-6.2.4.3.2. Either has completed a survey of the property described on the plat in accordance with state requirements and has verified all measurements; or has referenced a record of survey map of the existing property boundaries shown on the plat and verified the locations of the boundaries; and

2B-6.2.4.3.3. Has placed monuments as represented on the plat.

2B-6.2.5. Copies: An electronic copy of all plans in PDF format, plus four 24" x 36" size copies and twelve 11" x 17" size copies of the preliminary plat and one printed copy of all other documents in the preliminary application.

2B-6.2.6. Fee: The preliminary plat fee as outlined in the Kanab City Land Use Ordinance.

2B-6.3. FINAL APPLICATION. To be considered complete, a **final** subdivision application must include the following and a completed checklist showing that application includes all elements:

2B-6.3.1. Approval of preliminary application. Planning Commission's approval of the applicant's preliminary application, given within the last 365

Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

calendar days.

2B-6.3.2. A final plat. The final plat should be the version of the preliminary plat approved by the Planning Commission during the preliminary application review process, plus any other additions and immaterial changes (e.g., formatting) necessary to comply with the recording requirements of the County Recorder's Office.

2B-6.3.3. An improvement plan for all public improvements proposed by the applicant or required by City ordinances. The improvement plan must contain:

2B-6.3.3.1. Engineer's estimate: An engineer's estimate of the cost of completing the required public improvements.

2B-6.3.3.2. Water and sewer design: Drawings showing the layout, profile, and detailed design for sewer line, water lines and storm drains. These drawings must address all sewer mains and manholes, water mains, valves and fire hydrants, and all culinary water lines and pressurized irrigation lines, ditches, canals, and other waterways, along with any required improvements to the same.

2B-6.3.3.3. Profile, cross section drawings: Plan profile and typical cross section drawings of all streets, bridges, culverts and other drainage structures and any additional requirements deemed necessary by the City Engineer.

2B-6.3.3.4. Grading plan: The applicant must submit a grading plan.

2B-6.3.3.5. A feasibility study that demonstrates the feasibility of the proposed water and sewage systems necessary to meet the requirements of this Chapter, together with

Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

letters of feasibility from the local Health Department and the Sanitary Sewer Authority.

2B-6.3.3.6. A traffic study that meets the requirements stated in the City's Transportation Master Plan, which is adopted and incorporated as part of this title by reference.

2B-6.3.3.7. A re-vegetation plan.

2B-6.3.3.8. Measures to protect ecology: The applicant must provide a report that describes the mitigating measures that will be taken with respect to the following:

2B-6.3.3.8.1. Control of erosion within the subdivision, and any measures taken as necessary due to impact by the development of the subdivision, to control erosion outside the boundaries of the subdivision;

2B-6.3.3.8.2. Reseeding of cuts and fills;

2B-6.3.3.8.3. Prevention of fire and control dust;

2B-6.3.3.8.4. Prevention of the accumulation of weeds and debris outside the boundaries of the subdivision due to impacts of the development of the subdivision; and

2B-6.3.3.8.5. Prevention of destruction of vegetation outside the boundaries of the subdivision due to impacts of the development of the subdivision.

2B-6.3.3.9. Miscellaneous:

2B-6.3.3.9.1. The location of all curb, gutter, sidewalk and other street improvements to be constructed as required by City ordinances;

Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

2B-6.3.3.9.2. All fences, barriers or landscaping as required by the City ordinances or the Planning Commission;

2B-6.3.3.9.3. All special improvements required by the Planning Commission as conditions of subdivision approval;

2B-6.3.3.9.4. Location of all street name signs as required by the City Engineer; and

2B-6.3.3.9.5. The location of any dedicated open space, and a draft of the open space agreement.

2B-6.3.4. A completion assurance for all public improvements required by the approved improvement plan, or a statement that such improvements will be completed before development occurs on the proposed subdivision and before the applicant records the plat. This completion assurance shall be provided according to Chapter 4 of this Ordinance.

2B-6.3.5. Certifications, including:

2B-6.3.5.1. A Title Report for the land to be subdivided, verifying property ownership.

2B-6.3.5.2. A Tax Clearence Certificate from the state indicating that all taxes, interests, and penalties owing on the land have been paid.

2B-6.3.5.3. An affidavit from the applicant certifying that the submitted information is true and accurate.

2B-6.3.5.4. The signature of each owner of record of land described on the plat, signifying their consent to the final subdivision application and their dedication and approval of the final plat.

Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

2B-6.3.5.5. The surveyor's certification described in Utah Code Title 58 Chapter 22;

2B-6.3.6. Binding dedication documents, including:

2B-6.3.6.1. As applicable, formal, irrevocable offers for dedication to the public of streets, utilities, parks, easements, or other spaces

2B-6.3.6.2. If the plat is to be part of a community association (e.g., an HOA), signed and binding documents conveying to the association all common areas.

2B-6.3.7. Copies, including:

2B-6.3.7.1. A PDF document of the final plat and all other plans and supporting documents.

2B-6.3.7.2. A copy of the final plat in AutoCAD format. AutoCAD files are considered proprietary and protected.

2B-6.3.7.3. A copy of the final plat drawn on mylar for recording in the County Recorder's Office.

2B-6.3.7 Fee. The final plat fee as outlined in the Kanab City Land Use Ordinance.

2B-6.4 The Land Use Authorities may require, and the applicant shall provide, additional information beyond the requirements of this Section or those published by the City relating to an applicant's plans to ensure compliance with City ordinances and approved standards and specifications for construction of public improvements and to protect the health and safety of City residents.

2B-6.5 In its sole discretion, the Planning Commission may waive specific requirements on a case-by-case basis and accept an application as complete where not all the elements in this Section are provided. These

Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

exceptions shall be based on articulable facts.

Section 2B-7 Review Process

2B-7.1. The Land Use Authorities shall review all subdivision applications in accordance with the requirements of this Section before approving or denying those applications.

2B-7.2. For both preliminary and final applications, the review process begins when an applicant submits a complete application.

2B-7.2.1. The Land Use Authorities shall not review an incomplete subdivision application, except to determine whether the application is complete.

2B-7.2.2. If the Land Use Authority determines that an application is incomplete, it shall notify the applicant of the incompleteness, highlighting any insufficiencies and explaining that the application will not be reviewed until it is complete.

2B-7.3. For both preliminary and final applications, after the applicant submits a complete application, the Land Use Authority shall review and provide feedback to the applicant in a series of "review cycles."

2B-7.3.1. A review cycle consists of the following phases:

2B-7.3.1.1. Phase #1: The applicant submits a complete application (or, if after the first cycle, submits a revised version of the complete application).

2B-7.3.1.2. Phase #2: The Land Use Authorities review the application in detail and assess whether the application conforms to local ordinances.

2B-7.3.1.3. Phase #3: The Land Use Authorities respond to the applicant, citing

Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

any missing requirements or areas of noncompliance and providing a detailed list of necessary revisions to the applicant. For any required modification or addition to the application or request for more information, the Land Use Authorities shall be specific and include citations to ordinances, standards, or specifications that require the modification or addition and shall provide the applicant with an index of all requested modifications or additions.

2B-7.3.1.4. Phase #4: The applicant revises the application, addressing each comment or requirement the Land Use Authorities made. The applicant must submit both revised plans and a comprehensive written explanation in response to the City's review comments, identifying and explaining the applicant's revisions and reasons for declining to make revisions, if any.

2B-7.3.2. The City will review subdivision improvement plans only during the review of final applications.

2B-7.4. When reviewing final applications, the Land Use Authority shall complete Phases #2 and #3 within **40 business days** and shall not exceed **four review cycles**. If no further revisions are needed, the Land Use Authority may end the review process early and approve or deny the final application.

2B-7.4.1. This provision notwithstanding, for any subdivision application that affects property within an identified geological hazard area, the City is exempt from limits on the number of permitted review cycles and the City's deadlines for reviewing and responding (Phases #2 and #3). Geological hazard areas include areas at risk for rockfall, landslide, liquefaction, or otherwise as defined in state law.

2B-7.4.2. If the applicant makes a material

Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

change to a preliminary or final application not requested by the City at any point in the review process, the Land Use Authority may restart the review process, but only with respect to the portion of the application that the material change substantively affects.

2B-7.4.3. For final applications, if an applicant takes longer than 40 business days to submit a revised application and respond to the City's requests for modifications and additions (Phases #1 and #4), the City shall have an additional 20 business days to review and respond to the revised application (Phases #2 and #3 of the next review cycle or issuing an approval decision).

2B-7.4.4. For both preliminary and final applications, if an applicant takes longer than 180 calendar days to submit a revised application and respond to the City's requests for modifications and additions (Phases #1 and #4), the application shall, at the option of the Land Use Authority, expire. If an application expires, the applicant must restart the subdivision application process.

2B-7.4.5. If the applicant has not submitted a final application within 12 months after the Land Use Authority notifies the applicant that it has approved the related preliminary application, the related preliminary approval shall expire. In this case, the applicant shall not submit a final application until the Land Use Authority has issued a new preliminary application approval.

2B-7.5. When a final application's review period ends, the Land Use Authority shall approve or deny the respective preliminary or final application within 20 business days.

2B-7.6. After the Land Use Authority provides comments in the last allotted review cycle for a final application, the City shall not require further modifications or corrections to the application unless those modifications or corrections are necessary to protect public health and safety or to enforce state or federal law or unless the

Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

review cycle reset due to the applicant making a material
change that the Land Use Authority did not request.

2B-7.6.1. With the exception of modifications or corrections that are needed to protect public health and safety, that are needed to enforce state or federal law, or that arise from the review cycle being reset, the City waives noncompliant subdivision-related requirements that the Land Use Authority does not identify during the review process.

2B-7.6.2. The applicant shall make reasonable changes, unless prohibited otherwise by a contract
or deed, to the subdivision application to accommodate the water conveyance facility to the extent required by Utah Code §73-1-15.5.

2B-7.7. The Planning Commission shall hold one public hearing during the review period for a preliminary subdivision application.

2B-7.7.1. The purpose of this public hearing is to ask questions of the applicant and receive commentary on the technical aspects of the application from affected entities, interested parties, and the public.

2B-7.7.2. The Land Use Authority shall not hold a public hearing during the review period for a final application under this Chapter.

2B-7.8. Other Chapters of this Title notwithstanding, the Land Use Authorities shall approve or deny preliminary and final applications under this Chapter after reviewing the complete applications as described in this Section.

Section 2B-8 Approval

2B-8.1. The Land Use Authorities shall approve any complete preliminary and final applications made under this Chapter that comply with applicable City ordinances.

Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

2B-8.2. The Land Use Authorities shall issue all approvals in writing, and members of the SRC (excluding the member of the Planning Commission) shall certify the approved final plat, either by signing the plat directly or by attaching a signed certification to the plat.

Section 2B-9 Post-Approval Actions

2B-9.1. The applicant shall record the approved final plat with the County Recorder's Office within 365 calendar days after the City approves the final application, provided that the applicant has completed any improvements or posted any completion assurances required by City ordinances or described in the approved improvement plan. The applicant shall not record the approved final plat until such improvements are completed or guaranteed in compliance with City ordinances and the approved improvement plan.

2B-9.1.1. An approved final plat not properly recorded within the timeline specified in this provision is void, unless the Planning Commission approves an extension.

Section 2B-10 Minor Subdivision (9 or fewer lots)

2B-10.1. An applicant may subdivide property into less than 10 lots as a minor subdivision, provided that all proposed lots or parcels front a dedicated public street or private street, comply with the applicable zone standards, and are approved through the process as outlined herein.

Lots may front a private lane, in lieu of a dedicated public street, under the following conditions:

i. All requirements are met in Chapter 4-21 of the Land Use Ordinance;

ii. The private lane is paved if servicing more than 3 lots;

Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

iii. The proposed private lane will not interfere with the future transportation plans or needs of the City; and

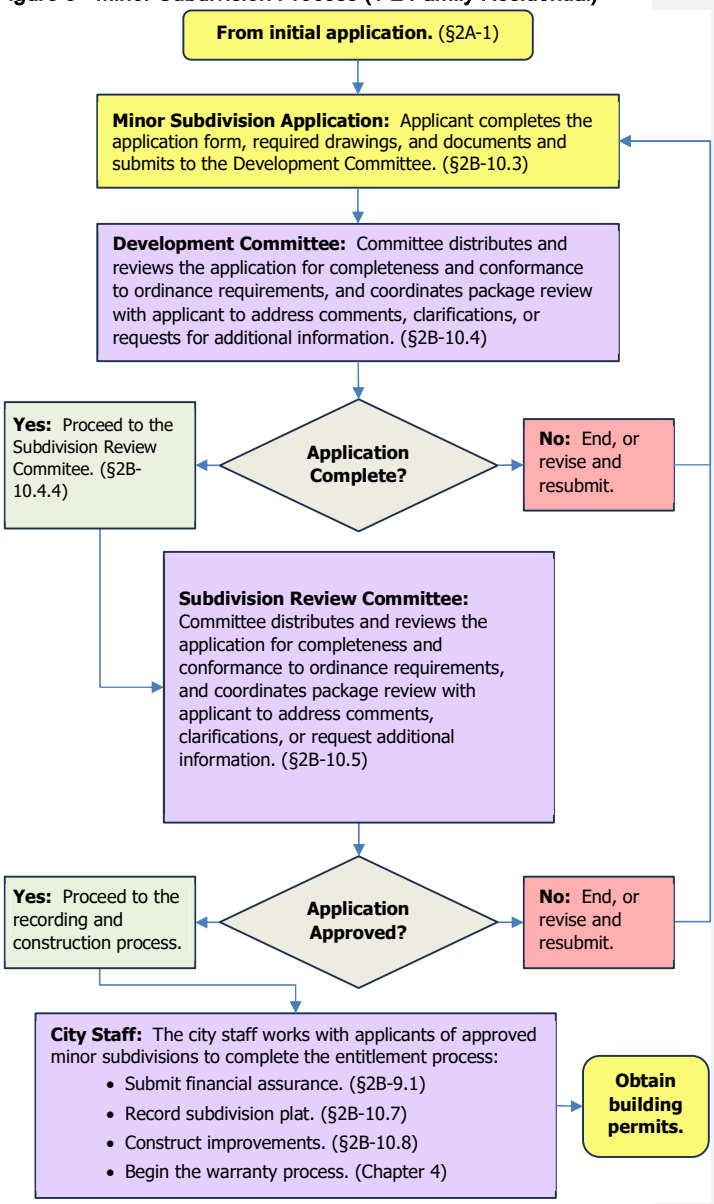
iv. The proposed private lane will meet the requirements for Fire Apparatus Access Roads as indicated in the International Fire Code adopted under Title 15A of the Utah State Code

Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

Figure 3 - Minor Subdivision Process (1-2 Family Residential)



Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

2B-10.2. **Initial Application**

An applicant shall complete the initial application process as outlined in Section 2A-1.

2B-10.3. **Minor Subdivision Application**

Following completion of the initial application process, an applicant shall complete and submit an application form for a minor subdivision to the Kanab City Development Committee. The application shall be accompanied by the following and a completed checklist showing the applicant included all elements:

2B-10.3.1. The name of applicant or authorized agent and contact information.

2B-10.3.2. The subdivision name.

2B-10.3.3. The property address and parcel number.

2B-10.3.4. Minor Subdivision Plat Drawing: Four (4) 24" x 36" size copies and twelve (12) 11" x 17" size copies of a Minor Subdivision Plat drawing. The plat shall include:

2B-10.3.4.1. The proposed subdivision name;

2B-10.3.4.2. The name and address of the applicant, engineer, or surveyor for the subdivision and owners of the land to be subdivided;

2B-10.3.4.3. The boundary dimensions and legal description of the subdivision and each lot therein, with accuracy within 0.010' and with the point of beginning clearly labeled;

2B-10.3.4.4. A minimum scale of 1" = 50';

2B-10.3.4.5. Existing rights-of-way and easement grants of record for streets, underground utilities and other public purposes;

Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

2B-10.3.4.6. A north arrow facing the top of right margin;

2B-10.3.4.7. The latest date on each sheet;

2B-10.3.4.8. The acreage or square footage for all parcels or lots and the length and width of the blocks and lots intended for sale;

2B-10.3.4.9. A legend of symbols;

2B-10.3.4.10. All survey monuments;

2B-10.3.4.11. The street-indicating numbers and/or names and the lots numbered consecutively.

2B-10.3.4.12. The location, width, centerline bearings and curve data (including delta angle, radius, length, tangent and the long cord on curves) and other dimensions of all existing proposed or platted streets and easements;

2B-10.3.4.13. The streets, lots, and properties within two hundred feet (200') surrounding the subdivision shown in ghost lines; and

2B-10.3.4.14. The approval signature blocks for:

2B-10.3.4.14.1. Owner's dedication and acknowledgment;

2B-10.3.4.14.2. Surveyor's stamped certificate with the subdivision boundary legal description;

2B-10.3.4.14.3. City Surveyor's approval;

2B-10.3.4.14.4. City Engineer's approval;

2B-10.3.4.14.5. City Attorney's approval as to form;

2B-10.3.4.14.6. Director of Public Works' approval;

Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

2B-10.3.4.14.7. Planning Commission Acceptance

2B-10.3.4.14.8. City Council approval; and

2B-10.3.4.14.9. County Recorder's certificate.

2B-10.3.5. Utility Service Commitment Letters: A letter from the power, water, and sewer utility provider stating its commitment to provide service to the proposed project and to be operational prior to the issuance of any building permit. The application must also include written approval from the Public Health Department if it is determined that the property is not serviced by the public sewer system.

2B-10.3.6. Lot Addresses: A list of street addresses for each lot, numbered in accordance with the Kanab City address grid system.

2B-10.3.7. Title Report: A title report prepared within the previous 30 days.

2B-10.3.8. Any additional items that may be requested by the Development Committee during the initial application process.

2B-10.3.9. Fee: The minor subdivision plat fee as outlined in the Kanab City Land Use Ordinance.

2B-10.3.10. Signature and Acknowledgement: By signing the Minor Subdivision application form, the applicant acknowledges:

2B-10.3.10.1. That the applicant or agent of the applicant has read the Subdivision Ordinance;

2B-10.3.10.2. That the applicant understands the provisions of the Subdivision Ordinance; and

2B-10.3.10.3. That the applicant will fully and completely comply with the provisions and

Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

requirements contained therein.

2B-10.4. **Development Committee Review:**

2B-10.4.1. The Development Committee shall review the application and accompanying documentation for compliance with this ordinance.

2B-10.4.2. Copies of the application and accompanying documentation may be furnished to the City Attorney, City Engineer, Public Works Department, or other interested parties, who will review the documentation and make recommendation back to the Development Committee.

2B-10.4.3. Additional information such as a soils investigation, drainage study, deed restrictions, or other information deemed necessary to fulfill the purpose of this ordinance as described may be requested from the applicant by the Development Committee during the review.

2B-10.4.4. Once all information requested has been furnished, evaluated, and addressed to the satisfaction of the Development Committee, the application will be forwarded to the Planning Commission and placed in the next available meeting agenda.

2B-10.5.**Subdivision Review Committee:** The Kanab City Subdivision Review Committee shall hold a public meeting on the application and approve, deny, or approve with conditions..

2B-10.7. **Owner's Duty to Record:** The owner(s) of the approved minor subdivision shall record the approved Minor Subdivision Plat in the Kane County Recorder's Office. An applicant's failure to record within one year of City Council approval shall render the subdivision void. In such case, the applicant must commence the subdivision process anew.

2B-10.8. **Improvement Requirements for Building**

Chapter 2B

Subdivision Process (1-2 Family Residential)

This Subdivision Ordinance defines and outlines the requirements for land division within Kanab City where the intended use is for 1-2 family residential.

Permits in Minor Subdivisions:

2B-10.8.1. Building permits shall not be issued until utilities are available for connection to and adequate fire protection is in place for the lot or parcel proposed for construction, in accordance with City requirements. A utility plan may be required by the utility provider as part of this process.

2B-10.8.2. Street improvements such as curb, gutter, and sidewalk are required prior to the issuance of a building permit through one or both of the following means:

2B-10.8.2.1. Construct street improvements to match existing conditions on adjacent or contiguous properties; or

2B-10.8.2.2. Sign a "non-opposition" waiver for a future special improvement district.

2B-10.8.3. Sidewalks must be installed prior to an occupancy permit being issued, unless the requirement is waived by the Kanab City Council.

2B-10.8.4. Certain improvement requirements set forth in this Ordinance may be waived by the City Council in a public meeting, upon recommendation from the Development Committee and Planning Commission.

2B-11 Vacating or Amending a Subdivision Plat

2B-11.1 Please see §2A-4.1 for the requirements to vacate or amend a subdivision plat.

2B-12 Boundary Adjustment

2B-12.1 Please see §2A-5 for the requirements for a boundary adjustment.

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

KANAB
UTAH

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

Exhibit B: Proposed Fee Schedule

Planning and Zoning	2024 Fees	2025- Proposed Fees
Annexation	$600.00*	$600.00*
Appeals officer	$550.00*	$550.00*
Boundary Adjustment, Simple		$150.00
Boundary Adjustment, Full		$500.00
Conditional use permit non-public hearing (residential)	$100.00*	$100.00*
Conditional use permit (all others) or W/Public Hearing	$300.00*	$300.00*
General plan amendment	$200 + acreage charge*	$200 + acreage charge*
Home occupation permit	$75.00*	$75.00*
Internal Accessory Dwelling Unit (IADU)	$50.00	$50.00
Development Committee Review	$25.00*	$25.00*
Development Agreement Review	$1,000.00*	$1,000.00*
Sign Permit, Wall Signs	$50 + inspection(s)*	$50 + inspection(s)*
Sign Permit, Freestanding	$150 + inspection(s)*	$150 + inspection(s)*
Site Plan Review (first review of City Engineer included; $100/each additional review**)	$600 + $50 per acre	$600 + $50 per acre
Preliminary and Final plat (10 lots or more; includes construction review) (70% of fee attributed to City Engineer review**)	$2200 + $85 per lot	$2200 + $85 per lot
Amendments – Final plat (for City Engineer review: 75% of fee + $100 fee per additional review**)	$600 + $15 per lot + $10 per mailer (max. $100)	$600 + $15 per lot + $10 per mailer (max. $100)
Ordinance Change Petition/Text Amendment		$250.00
Zone Change (per parcel/lot)	$250 + $10 per mailer (max. $100)*	$250 + $10 per mailer (max. $100)*
PD Overlay Zone Change	$250 + $10 per mailer (max. $100)*	$250 + $10 per mailer (max. $100)*
PD Overlay Preliminary Site Plan	$600 + acreage charge***	$600 + acreage charge***
PD Overlay Final Site Plan	$600 + acreage charge***	$600 + acreage charge***
PID, Letter of Intent		$2,000.00
PID, Application		$5,000.00
Engineering Reviews and Inspections~~7~~	$600.00*	$600.00*
Demolition, Excavation, and Grading Permits	$400.00*	$400.00*

Minor Subdivision (less than 10 lots)	$600 + $400 for City Engineer review**	$600 + $400 for City Engineer review**
*Additional hourly charge for City Engineer or City Attorney Review may be imposed		
**City Engineer fees may be adjusted		
***Acreage Charge: 1-100 acres = $90.00/acre; 101+ acres = $25/acre		
Application Fees are due at time of application. Review process will not begin until full application received and the application fees have been paid. Additional fees must be paid prior to being placed on the Planning Commission or City Council agenda or before building permit is approved.		

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

KANAB
UTAH

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

DATE: August 12, 2025
TO: Mayor and City Council
SUBJECT: Police Technology Purchase
PREPARED BY: City Manager, Kyler Ludwig

Background:

The Kanab Police Department currently utilizes Axon-brand body-worn cameras, which were transferred from another law enforcement agency as surplus equipment. These units are several years old, and our existing cloud storage contract with Axon expires next month.

The department explored options for replacing the current cameras. While Axon remains an industry leader, their pricing model relies on long-term subscription contracts tied to proprietary cloud storage, and is very costly.

In the course of evaluating alternatives, staff conducted a site visit to Richfield Police Department, which has successfully deployed Pro-Vision cameras utilizing on-premises, non-cloud-based storage. This setup offers greater flexibility, eliminates recurring subscription fees, and reduces total cost of ownership. Staff used the State contract pricing to request quotes from multiple vendors including Axon, and Motorola Solutions. Each proposal varied in hardware, software, support levels, and total costs.

Analysis:

Vendor	Solution Type	Total Cost	Term	Key Features
Axon	Subscription with Cloud and editing software	$90,213.70	5 years	Industry-leading platform; 12 cameras; unlimited cloud storage; training; support
Motorola	Subscription with Cloud	$63,760.00	5 years	12 V700 LTE-enabled cameras; cloud evidence management; integration w/ CAD/RMS

Vendor	Solution Type	Total Cost	Term	Key Features
Pro-Vision	One-Time Equipment (Additional cost for Storage & Software estimated $3,000)	$6,300.00	N/A	12 cameras; no subscription; local storage managed by City IT
Pro-Vision	Subscription with Cloud	$47,595.00	5 years	12 cameras; unlimited cloud storage per device; mid-range hybrid option

Legal:

Financial:

The City budgeted an additional $20,000 in 10-54-45 (Department Supplies) for this purchase.

Recommendations/Actions: It is recommended the City Council:

Authorize staff to proceed with the purchase of Police Body Cameras without cloud through Pro-Vision.

Police Laptop Purchase Update:
This past month the Police Department moved forward with the purchase of new rugged laptops, utilizing existing budget authority.

Laptop Details:

- Model: Getac S410 G5 Rugged Laptop
- Specifications: Intel Core i5-1340P, 16GB RAM, 256GB SSD, sunlight-readable 14" display, Windows 11 Pro, backlit keyboard
- Ruggedization: MIL-STD-810H certified, IP53-rated, vibration/drop resistant
- Warranty: 3-Year Manufacturer Limited Warranty
- Vendor: MW Computers
- Per Unit Cost: $2,195.00
- Lead Time: Estimated 2 weeks for delivery

The Getac laptops were selected due to their compatibility with law enforcement applications, field reliability, and ability to withstand harsh use conditions. No further Council action is required at this time, but this update is provided in the interest of transparency and accountability.

Price Quote

8625B Byron Commerce Dr SW
Byron Center, Michigan 49315
provisionusa.com
800-576-1126

PREPARED BY:
Ryan Abbott

PREPARED FOR:
Kanab City Police Department

QUOTE #:
Q-02414-1

DATE:
August 1, 2025

Line Items	Part #	Qty	Unit Price	One-Time Price	Monthly Price
Bodycam 4 Garment Clip Bundle with Transfer Software & Single Dock	BC4-TBUN-GARSD	12.00	USD 525.00	USD 6,300.00	
				USD 6,300.00	

Monthly Amount:	**USD 0.00**
One-Time Amount	**USD 6,300.00**

TERMS:

General Terms: PRO-VISION® Solutions, LLC. ships all orders UPS Ground. Service or carrier change will result in additional charges. Shipping & Handling and tax, if taxable, is not included unless specified. Quote is valid for 30 days. Purchase price is USD and FOB Byron Center, MI. Product Invoice Net 30 Day Terms. (excludes installation and SecuraMax Server). Terms do not apply to leases or credit card payments.

Installation/Service: 50% Deposit Required for Installation. Final Installation/Service Payment is due on Receipt of Invoice. Product to be installed by PRO-VISION® and Service Deposit must be paid for prior to scheduling of install/service work. Minimum Service Deposit Required for Service Work. Install rates based on a single location with minimum access of 12 hrs/days, 7 days/ week. Additional fees may apply if installation location does not comply with our defined service facility requirements. Past due invoices will be subject to a 1.5% per month Finance Charge. All transactions are subject to final PRO-VISION® Management Approval.

Return Policy: Unused product in original packaging may be returned and/or exchanged up to 60 days from invoice date. Returns and exchanges must be issued a Return Authorization Number (RMA) prior to returning. All returns and exchanges must be inspected prior to account credit issuance less restocking fee of 10% for exchanges and 25% for returns.

Leasing: Installment Purchase Option Application must be submitted for final management approval. Rates are subject to change without notice until application is approved. Shipping & Handling and tax, if taxable, is not included in quoted Installment Purchase Option Rates. Shipping & Handling will be included in Installment Purchase Option Application. One advance payment equal to the total monthly rate is required with approved final Installment Purchase Option Documents.

Signature: _____ **Effective Date:** _____/_____/_____

Name (Print): _____ **Title:** _____

PRO-VISION® PRICE QUOTE

8625-B Byron Commerce Dr.
Byron Center, MI 49315

provisionusa.com

800-576-1126

PREPARED BY:
Jody Fanning

PREPARED FOR:
Kanab City Police Department

QUOTE #:
MASQ38701

DATE:
04/09/2025

Description	Part #	Qty	Unit Price	Ext. Price
Ten Camera Dock Kit	BC4-DOCK-10	1	$795	$795.00
BC4 SecuraMax Bundle [Unlimited] $65/Mo Includes: Body Camera, Single Camera Dock, Garment Clip, SecuraMax with Unlimited Cloud Storage per device for 60 Months, Replacement Body Camera @ Month 30	BC4-SMXUNL-5YR	12	$3,900	$46,800.00

Total (Options Not Included)	$47,595.00
MSRP:	$47,875.00
Savings:	$280.00

SECURAMAX™ VIDEO MANAGEMENT:

Here is the quote you requested.

INSTALLMENT PURCHASE OPTION:

5 Year Annual Installment Purchase Option $

Options & Accessories:

NOTES:

TERMS:

General Terms: PRO-VISION® Solutions, LLC. ships all orders UPS Ground. Service or carrier change will result in additional charges. Shipping & Handling and tax, if taxable, is not included unless specified. Quote is valid for 30 days. Purchase price is USD and FOB Byron Center, MI. Product Invoice Net 30 Day Terms. (excludes installation and SecuraMax Server). Terms do not apply to leases or credit card payments. 50% Deposit Required for Installation. Final Installation/Service Payment is due on Receipt of Invoice. Product to be installed by PRO-VISION® and Service Deposit must be paid for prior to scheduling of install/service work. Minimum Service Deposit Required for Service Work. Install rates based on a single location with minimum access of 12 hrs/days, 7 days/ week. Additional fees may apply if installation location does not comply with our defined service facility requirements. Past due invoices will be subject to a 1.5% per month Finance Charge. All transactions are subject to final PRO-VISION® Management Approval.

Unused product in original packaging may be returned and/or exchanged up to 60 days from invoice date. Returns and exchanges must be issued a Return Authorization Number (RMA) prior to returning. All returns and exchanges must be inspected prior to account credit issuance less restocking fee of 10% for exchanges and 25% for returns.

Leasing: Installment Purchase Option Application must be submitted for final management approval. Rates are subject to change without notice until application is approved. Shipping & Handling and tax, if taxable, is not included in quoted Installment Purchase Option Rates. Shipping & Handling will be included in Installment Purchase Option Application. One advance payment equal to the total monthly rate is required with approved final Installment Purchase Option Documents.

SecuraMax®: Plan Price per Month Based on Service Contract for the specified length. Service Contract and End User License Agreement (EULA) required. Additional terms specified in Service Contract and EULA. Hardware using SecuraMax must be paid for prior to deployment. Protection Plan Claims Subject to Deductible.

PRO-VISION® PRICE QUOTE

8625-B Byron Commerce Dr.
Byron Center, MI 49315

provisionusa.com

800-576-1126

PREPARED BY:
Jody Fanning

PREPARED FOR:
Kanab City Police Department

QUOTE #:
MASQ38701

DATE:
04/09/2025

Description	Part #	Qty	Unit Price	Ext. Price
BC4 / In-Car Video System SecuraMax Bundle [Unlimited] @ $145/Mo Includes: 2 Camera In-Car Video System, Body Camera, Single Camera Dock, Garment Clip, SecuraMax Software with Unlimited Cloud Storage per device for 60 Months, Replacement Body Camera @ Month 30	BC4-CAR-SMXUNL-5YR	9	$8,700	$78,300.00
Ten Camera Dock Kit	BC4-DOCK-10	1	$795	$795.00
Bodycam 4 Garment Clip Bundle Includes: Bodycam 4 Camera Unit, Rotating Garment Clip	BC4-BUN-GAR	3	$425	$1,275.00

Total (Options Not Included)	$80,370.00
MSRP:	$80,980.00
Savings:	$610.00

SECURAMAX™ VIDEO MANAGEMENT:

Here is the quote you requested.

INSTALLMENT PURCHASE OPTION:

5 Year Annual Installment Purchase Option $

Options & Accessories:

NOTES:

TERMS:

General Terms: PRO-VISION® Solutions, LLC. ships all orders UPS Ground. Service or carrier change will result in additional charges. Shipping & Handling and tax, if taxable, is not included unless specified. Quote is valid for 30 days. Purchase price is USD and FOB Byron Center, MI. Product Invoice Net 30 Day Terms. (excludes installation and SecuraMax Server). Terms do not apply to leases or credit card payments. 50% Deposit Required for Installation. Final Installation/Service Payment is due on Receipt of Invoice. Product to be installed by PRO-VISION® and Service Deposit must be paid for prior to scheduling of install/service work. Minimum Service Deposit Required for Service Work. Install rates based on a single location with minimum access of 12 hrs/days, 7 days/ week. Additional fees may apply if installation location does not comply with our defined service facility requirements. Past due invoices will be subject to a 1.5% per month Finance Charge. All transactions are subject to final PRO-VISION® Management Approval.

Unused product in original packaging may be returned and/or exchanged up to 60 days from invoice date. Returns and exchanges must be issued a Return Authorization Number (RMA) prior to returning. All returns and exchanges must be inspected prior to account credit issuance less restocking fee of 10% for exchanges and 25% for returns.

Leasing: Installment Purchase Option Application must be submitted for final management approval. Rates are subject to change without notice until application is approved. Shipping & Handling and tax, if taxable, is not included in quoted Installment Purchase Option Rates. Shipping & Handling will be included in Installment Purchase Option Application. One advance payment equal to the total monthly rate is required with approved final Installment Purchase Option Documents.

SecuraMax®: Plan Price per Month Based on Service Contract for the specified length. Service Contract and End User License Agreement (EULA) required. Additional terms specified in Service Contract and EULA. Hardware using SecuraMax must be paid for prior to deployment. Protection Plan Claims Subject to Deductible.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-708652-45861SB

Issued: 07/23/2025

Quote Expiration: 08/20/2025

Estimated Contract Start Date: 10/01/2025

Account Number: 119959

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Kanab Police Department - UT 235 S 100 E KANAB, UT 84741-3651 USA	Kanab Police Department - UT 235 S 100 E KANAB UT 84741-3651 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Spencer Brachman Phone: Email: sbrachman@axon.com Fax:	Richard Raddatz Phone: 4358991915 Email: rraddatz@kanab.utah.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$90,213.70
ESTIMATED TOTAL W/ TAX	$90,213.70

Discount Summary

Average Savings Per Year	$4,816.28
TOTAL SAVINGS	$24,081.40

Payment Summary

Date	Subtotal	Tax	Total
Sep 2025	$18,042.74	$0.00	$18,042.74
Sep 2026	$18,042.74	$0.00	$18,042.74
Sep 2027	$18,042.74	$0.00	$18,042.74
Sep 2028	$18,042.74	$0.00	$18,042.74
Sep 2029	$18,042.74	$0.00	$18,042.74
Total	**$90,213.70**	**$0.00**	**$90,213.70**

Quote Unbundled Price:	**$114,291.40**
Quote List Price:	**$92,223.40**
Quote Subtotal:	**$90,213.70**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCUwTAP	BWC Unlimited with TAP	12	60	$130.31	$99.66	$98.41	$70,855.20	$0.00	$70,855.20
A la Carte Hardware									
H00001	AB4 Camera Bundle	12			$899.00	$887.76	$10,653.12	$0.00	$10,653.12
H00002	AB4 Multi Bay Dock Bundle	2			$1,638.90	$1,638.35	$3,276.70	$0.00	$3,276.70
A la Carte Software									
73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	12	60		$5.42	$5.35	$3,853.68	$0.00	$3,853.68
A la Carte Services									
80146	AXON BODY - PSO - VIRTUAL STARTER	1			$2,500.00	$1,575.00	$1,575.00	$0.00	$1,575.00
Total							**$90,213.70**	**$0.00**	**$90,213.70**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	12	1	09/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	14	1	09/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	14	1	09/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	14	1	09/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	1	09/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	09/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	09/01/2025
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	12	1	03/01/2028
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	1	03/01/2028
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	12	1	09/01/2030
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	2	1	09/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	12	10/01/2025	09/30/2030
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	12	10/01/2025	09/30/2030
A la Carte	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	12	10/01/2025	09/30/2030

Services

Bundle	Item	Description	QTY
A la Carte	80146	AXON BODY - PSO - VIRTUAL STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	12	09/01/2026	09/30/2030
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	09/01/2026	09/30/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	235 S 100 E	KANAB	UT	84741-3651	USA

Payment Details

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	12	$770.74	$0.00	$770.74
Year 1	80146	AXON BODY - PSO - VIRTUAL STARTER	1	$315.00	$0.00	$315.00
Year 1	BWCUwTAP	BWC Unlimited with TAP	12	$14,171.04	$0.00	$14,171.04
Year 1	H00001	AB4 Camera Bundle	12	$2,130.62	$0.00	$2,130.62
Year 1	H00002	AB4 Multi Bay Dock Bundle	2	$655.34	$0.00	$655.34
Total				**$18,042.74**	**$0.00**	**$18,042.74**

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	12	$770.74	$0.00	$770.74
Year 2	80146	AXON BODY - PSO - VIRTUAL STARTER	1	$315.00	$0.00	$315.00
Year 2	BWCUwTAP	BWC Unlimited with TAP	12	$14,171.04	$0.00	$14,171.04
Year 2	H00001	AB4 Camera Bundle	12	$2,130.62	$0.00	$2,130.62
Year 2	H00002	AB4 Multi Bay Dock Bundle	2	$655.34	$0.00	$655.34
Total				**$18,042.74**	**$0.00**	**$18,042.74**

Sep 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	12	$770.74	$0.00	$770.74
Year 3	80146	AXON BODY - PSO - VIRTUAL STARTER	1	$315.00	$0.00	$315.00
Year 3	BWCUwTAP	BWC Unlimited with TAP	12	$14,171.04	$0.00	$14,171.04
Year 3	H00001	AB4 Camera Bundle	12	$2,130.62	$0.00	$2,130.62
Year 3	H00002	AB4 Multi Bay Dock Bundle	2	$655.34	$0.00	$655.34
Total				**$18,042.74**	**$0.00**	**$18,042.74**

Sep 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	12	$770.74	$0.00	$770.74
Year 4	80146	AXON BODY - PSO - VIRTUAL STARTER	1	$315.00	$0.00	$315.00
Year 4	BWCUwTAP	BWC Unlimited with TAP	12	$14,171.04	$0.00	$14,171.04
Year 4	H00001	AB4 Camera Bundle	12	$2,130.62	$0.00	$2,130.62
Year 4	H00002	AB4 Multi Bay Dock Bundle	2	$655.34	$0.00	$655.34
Total				**$18,042.74**	**$0.00**	**$18,042.74**

Sep 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	12	$770.74	$0.00	$770.74
Year 5	80146	AXON BODY - PSO - VIRTUAL STARTER	1	$315.00	$0.00	$315.00

Sep 2029						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	BWCUwTAP	BWC Unlimited with TAP	12	$14,171.04	$0.00	$14,171.04
Year 5	H00001	AB4 Camera Bundle	12	$2,130.62	$0.00	$2,130.62
Year 5	H00002	AB4 Multi Bay Dock Bundle	2	$655.34	$0.00	$655.34
Total				**$18,042.74**	**$0.00**	**$18,042.74**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract NASPO OK-MA-145-21-100 (PA-Utah PA4332) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

7/23/2025

MOTOROLA SOLUTIONS

KANAB POLICE DEPARTMENT

03/25/2025

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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MOTOROLA SOLUTIONS

QUOTE-3062920

03/25/2025

KANAB POLICE DEPARTMENT
26 NORTH 100 EAST
KANAB, UT 84741

Dear Richard Raddatz,

Motorola Solutions is pleased to present KANAB POLICE DEPARTMENT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide KANAB POLICE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Dave Nielsen at dave.nielsen@aircomm.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Dave Nielsen

Motorola Solutions Manufacturer's Representative

Billing Address:
KANAB POLICE DEPARTMENT
26 NORTH 100 EAST
KANAB, UT 84741
US

Quote Date:03/25/2025
Expiration Date:05/24/2025
Quote Created By:
Dave Nielsen
dave.nielsen@aircomm.com

End Customer:
KANAB POLICE DEPARTMENT
Richard Raddatz
rraddatz@kanab.utah.gov
435-644-5854

Contract: 36882 - NASPO Mobile Video
OK-MA-145-21-500

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
	Video as a Service							
1	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	12	5 YEAR	$4,140.00	$4,140.00	$49,680.00	
2	PSV00S03898A	ON-SITE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT	1		$20,000.00	$20,000.00	$20,000.00	
3	WCM000111-020	INTEGRATION VIDEOMANAGER EL WITH MOTOROLA CAD/RMS	1		$0.00	$0.00	$0.00	
4	WGB-0177AAS	VIDEO EQUIPMENT, V300/V700 USB IN-CAR CHARGE/UPLOAD DOCK VAAS	12		Included	Included	Included	
5	WGB-0178AAS	VIDEO EQUIPMENT, V700 USB DESKTOP DOCK VAAS	12		Included	Included	Included	
6	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	12	5 YEAR	Included	Included	Included	

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
7	WGB-0740A	V700 BODY WORN CAMERA VERIZON READY	12		Included	Included	Included	3 YEAR
8	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	12	5 YEAR	Included	Included	Included	
9	SWV07S03593A	SOFTWARE ENHANCEMENTS	12	5 YEAR	Included	Included	Included	
10	WGP02697-KIT	V700 SHIRT CLIP MOUNT WITH BWC BOX	9		Included	Included	Included	
11	WGA00668-KIT	V700 LOCKING MOLLE MNT WITH BWC BOX	3		Included	Included	Included	
12	WGB-0138AAS	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	1		Included	Included	Included	
13	AAS-BWC-USB-DOC	V300/V700 USB CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE	24	5 YEAR	$240.00	$240.00	$5,760.00	
14	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	12		$137.50	$110.00	$1,320.00	
15	SSV00S01450B	LEARNER LXP SUBSCRIPTION	20	5 YEAR	$0.00	$0.00	$0.00	
16	Incentive	Expiration Date: 07/31/2025	1		-$13,000.00	-$13,000.00	-$13,000.00	

Grand Total $63,760.00(USD)

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

		Payment Term		Upfront Sale Price
Upfront Costs*				
				$21,320.00
Upfront Subscription Fee				
	Video as a Service	Annually		$11,088.00
Sub Total:				**$32,408.00**

		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	Video as a Service	Annually	$11,088.00	$11,088.00
Year 3 Subscription Fee				
	Video as a Service	Annually	$11,088.00	$11,088.00
Year 4 Subscription Fee				
	Video as a Service	Annually	$11,088.00	$11,088.00
Year 5 Subscription Fee				
	Video as a Service	Annually	$11,088.00	$11,088.00
Sub Total:				**$44,352.00**
Incentive:				**-$13,000.00**
Grand Total System Price (Inclusive of Upfront and Annual Costs)				**$63,760.00**

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

VIDEO-AS-A-SERVICE OVERVIEW

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS includes access to high definition camera systems and the VideoManager EL Cloud evidence management platform.

VideoManager EL Cloud automates data maintenance and facilitates administration of your department's devices in a Government cloud-based storage solution. Agencies can capture, record, store, and efficiently manage all evidentiary data with VideoManager.

In addition, the VaaS solution can be expanded with CommandCentral Evidence to provide a single, streamlined workflow in the industry's only end-to-end digital evidence management ecosystem.

When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per device charge, billed quarterly.

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VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of your department's devices, all in a cloud-based, off-premises storage solution.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely. It also allows live-streaming capabilities through the optional SmartControl and SmartConnect applications.

VIDEO EVIDENCE MANAGEMENT

Using VideoManager EL Cloud delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL Cloud makes evidence management as efficient as possible. With VideoManager EL Cloud, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. When evidence is uploaded, important information is sorted, which groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. This allows you to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage during review.

Its built-in media player includes a visual display of incident data, allowing you to tag moments of interest, such as when lights, sirens, or brakes were activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings, can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information in the evidence review or judiciary sharing process by exporting evidence data as MP4 files.

You can also find relevant evidence data using audit log filters, including criteria such as import, export, playback, download, share, and modify dates.

Automatic Data Maintenance

VideoManager EL Cloud lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on a daily, weekly, or monthly basis, based on how the user wants to configure the system.

Security groups and permissions are easily set-up in VideoManager EL Cloud, allowing you to grant individuals access to evidence on an as-needed basis.

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Integration with In-Car and Body-Worn Cameras

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by the M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL Cloud based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

Optional Live Video Streaming

VideoManager EL Cloud integrates with SmartControl, an optional mobile application for Android or iOS that allows officers to complete evidence review work normally completed at their desk from their smartphone.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using VideoManager EL Cloud are able to assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled device system. VideoManager EL Cloud also tracks devices and enables them to be quickly exchanged between officers during shift changes. This minimizes the amount of devices needed for your fleet.

Device Tracking

You can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Devices can be assigned to personnel within VideoManager EL Cloud and tracked, helping agencies keep track of which users have specific devices.

Faster Shift Changes

VideoManager EL Cloud’s Rapid Checkout Kiosk feature allows agencies to take advantage of a pooled camera system to utilize fewer cameras. Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL Cloud also enable you to configure devices to operate in alignment with your agency’s policies and procedures.

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1 V700 Body-Worn Camera Solution Description

The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous- operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.

1.1. Key Features of the V700

- **Detachable Battery** – The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading** – Recordings made by the V700 are uploaded to the agency's evidence management system via LTE. Upload over WiFi will be available soon. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming** – With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready** – The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account. Motorola Solutions does not provide LTE service for the V700 camera.
- **Data Encryption** – The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View** – The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application** – To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.
- **In-Field Tagging** – The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.
- **Auto Activation** – The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to

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record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

1.2. V700 and In-Car Video Integration

The V700 integrates seamlessly with the M500 or 4RE in-car video systems, capturing video of an incident from multiple vantage points. This integration includes the following features:

- **Distributed Multi-Peer Recording** – Multiple V700 body-worn cameras and in-car video systems can form a recording group and based on the configuration, automatically start recording when one of the devices begins to record. Group recordings are uploaded and automatically linked to the evidence management system as part of one incident.
- **Automatic Tag Pairing** – Recordings captured by integrated V700 body-worn cameras and in-car video systems can be uploaded to the evidence management system with the same tags. From the in-car video system's display, videos can be saved under the appropriate tag category. The tag is then automatically shared with the V700 video and uploaded as part of one incident along with the officer's name.
- **Evidence Management Software** – When V700 body-worn cameras and in-car video systems record the same incident, the Motorola Solutions evidence management software automatically links those recordings based on officer name, date, and time overlap.
- **Additional Audio Source** – The V700 can serve as an additional audio source when integrated with the in-car video system. The V700 also provides an additional view of the incident and inherits the event properties of the in-car video system's record, such as officer name, event category, and more, based on configuration.

1.3. V700 and APX Radio Integration

Motorola Solutions' APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the ManDown feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

1.4. Holster Aware™ Integration

The V700 integrates with a Holster Aware™ sensor through Bluetooth. If configured, the sensor automatically prompts the V700 to record the moment the holstered equipment is drawn. The holster sensor information is stored with the V700 user profile and uploaded to the evidence management system. If the user is assigned to a different camera, the hoster sensor information will be applied to the new camera. The holster sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V700.

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1.5. Docking Stations

The V700 has three docking options:

Transfer Station – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.

USB Base – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.

Wi-Fi Base – The Wi-Fi Base is mounted in a vehicle. It facilitates V700 upload of video evidence to the evidence management system, firmware updates, communication between V700 and in-car video system group devices and charges fully assembled V700s or individual battery packs. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from bright sunlight to the dim interior of a patrol car.

1.6. Mounting Solutions

V700 is compatible with the entire line of V300 mounting solutions as depicted below.

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MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term “Motorola” may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola’s behalf to install your in-car video system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer’s time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola’s Master Customer Agreement and applicable addenda (“Contract”).

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola’s Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer’s PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL

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security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

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SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory if applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).

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System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
  - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
    - Needs to be renewed yearly.
    - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
  - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
  - WGD00186 - M500 Installation Overview and Quick Start (NA)
    - Not required for installation. Available for the installing technician.
  - WGD00177 - M500 In-Car Video System Installation Guide
    - Not required for installation. Available for the installing technician.
  - MN010272A01 - M500 In-Car Video System Basic Service Manual

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- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.

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- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

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General Customer Responsibilities (if applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.

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PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
  - Contract documents.
  - A summary of contracted applications and hardware as purchased.
  - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
  - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

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Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.

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- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.

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PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.

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- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.

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- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
  - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
  - Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10

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Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.

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SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola’s access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:

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  - Create users, groups, and setup permissions.
  - Create event categories.
  - Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)

Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

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DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.

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SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer’s selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer’s Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.

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- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.

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PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.

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ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
  - 5 Mbps + 3 Mbps per additional device.
    - This assumes it will take 8 hours to upload 5 GB of video on a device.
  - 40-50 Mbps per concurrent uploading device.
    - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer’s network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.

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Essential Service for V700 Body Worn Camera Device (North America)

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Service Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

1.1. Description of Services and Obligations

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions.

Essential Service provides either three (3) or five (5) years of coverage, as selected by the Customer, and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements
- Hardware Repair for manufacturing defects

Motorola Solutions includes three (3) years of Essential Service with each Body Worn Camera (BWC) device purchase, with optional service upgrades to extend and/or provide additional coverage for the device.

1.2. Essential Service

1.2.1. Remote Technical Support

Remote Technical Support is provided for device issues related to software and/or hardware that require troubleshooting expertise. Motorola Solutions' System Support Center (SSC) and Technical Support Operations (TSO) center are staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola Solutions' SSC and TSO are continuously monitored against stringent, industry recognized incident and problem management processes.

Motorola Solutions will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola Solutions representative will log a technical request on Motorola Solutions' Case Management System.

1.2.1.1 Technical Problem Isolation, Analysis and Resolution.

A Motorola Solutions representative or technologists will:

- Work to isolate the problem/issue
- Analyze and determine the cause of the problem/issue
- Work to achieve problem/issue resolution

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1.2.2. Software Maintenance

Software maintenance is important for ensuring device performance and operation. Essential Service provides the Customer with access to the latest available Body Worn Camera (BWC) device operating system (OS) software, device firmware, and application software. Device software releases maintain the device software performance such that the Device operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola Solutions infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the Body Worn Camera (BWC) device is made possible through the use of the VideoManager EL On-Premise, or VideoManager EL Cloud, solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service.

1.2.3. Software Enhancements

Software Enhancements are included with all BWC devices that have a valid Essential Service Package. Software Enhancements may include, or introduce, new device features, functionality, or capabilities, that were not available at time of device purchase. Availability of software enhancements depends on the device hardware and software capability to work with the new enhancements. Certain enhancements, not included with Essential Service Packages, may only be available as an additional purchase.

Motorola Solutions, at its discretion, reserves the right to add new software enhancements, or remove existing software enhancements, from any of its Essential Service Package. Please contact your Motorola Solutions Sales associate, or visit the Motorola Solutions' Web portal, for additional information regarding device features and capabilities.

Software Enhancements for the device will be continuously available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial term of Essential Service, availability of Software Enhancements will terminate, unless the Customer renews Essential Service.

1.2.4. Device Hardware Repair

Essential Service provides the Customer with repair services at a Motorola Solutions owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the BWC device. Device Hardware Repair provides the Customer with repair services for internal and external device components that are damaged as a result of manufacturing defects and defects due to normal wear and tear. With this Service, the device is repaired to ensure full compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device via:

- Repairs, adjustments and restorations, if appropriate, of any device that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- Device updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice.

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At the discretion of Motorola Solutions, if the device is considered “un-repairable”, for technical or economic reasons, Motorola will replace the device with a new or refurbished device.

1.2.5. Essential Software Service

If for any reason the Customer declines or chooses to exclude the hardware repair option that is included with the three (3) year Essential Service Package, the Customer will automatically default to, and be entitled to, three (3) years of Essential Software Service and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty.

Essential Software Service provides three (3) years of coverage and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements

1.2.6. Scope of Products or Services included

Essential Service, and optional Service upgrades, are currently available for all V700 Body Worn Camera devices. Check with your Motorola Solutions’ Sales representative if you have a question about the eligibility of your device.

1.3. Motorola Solutions Responsibilities

Software Release Availability. Motorola Solutions will provide access to the latest BWC device software and firmware releases via the VideoManager EL On-Premise, or VideoManager EL Cloud, solution. For customers using the VideoManager EL Cloud, software and firmware upgrades will occur automatically when the Body Worn Camera device connects to the agency’s VideoManager EL Cloud instance. If using the VideoManger EL On-Premise solution, the on-prem server will periodically connect to the VideoManager EL Cloud database to check for new software and firmware versions, download the latest version, and apply the new software and/or firmware automatically to the BWC device when it connects to the server.

Software Release Notes. Motorola Solutions may, from time to time, provide release notes for the BWC Device software release. Information regarding training material will be posted on the Learning Experience Portal (LXP) at https://learning.motorolasolutions.com

Hardware Repair. Motorola Solutions will provide repair or replacement of a device, at its option, with a five (5) business day in-house turnaround time, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions’ option, with functionally equivalent, reconditioned parts, boards, or with a new or refurbished replacement device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

LTE/4G Service. Motorola Solutions supports the operation of the V700 BWC device on multiple approved LTE/4G Carrier Networks. Based on the Customer’s selection of a Carrier during the initial ordering process,

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions will install, in the device, the Customer's selected Carrier SIM, before the device is shipped to the Customer. The Customer is responsible for contacting the Carrier and activating the LTE/4G data service.

Shipping. For devices repaired under Essential Service, Motorola Solutions will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty device to an Authorized Motorola Solutions repair center. Based on the country of purchase, Motorola Solutions may also cover, or include, two-way shipping for the damaged or defective device. Eligibility for two-way shipping will be confirmed during the repair submission process.

1.4. Customer Responsibilities

Serial Numbers. If device orders are submitted via Motorola Solutions' Partner Hub, OCC, or CPQ ordering systems, the hardware serial number(s) for three (3) year Essential Service and Essential Software, as well as five (5) year Essential Service, and three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement, will be automatically captured and included in the Service Agreement.

If five (5) year Essential Service or three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Device software releases. The Customer will be responsible for updating each eligible BWC device with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

LTE/4G Service. The Customer is responsible for selecting a Motorola Solutions approved LTE/4G Carrier/Provider during the initial ordering process, and for contacting the Carrier and activating LTE service for the device. The Customer is solely responsible for all financial obligations with the selected LTE Carrier.

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WiFi Connectivity. The Customer is responsible for providing all WiFi connectivity to the device.

Removing Customer Data. The Customer is responsible for removing, from the device, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the device to a Motorola Solutions Repair Center for repair.

Motorola Solutions may provide a Video Evidence Recovery Service for the BWC device, as an additional charge. Video Evidence Recovery is a best effort service that is dependent on the condition of the device. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Solutions Representative for more information regarding the Video Evidence Recovery Service.

1.5. Essential Service Limitations and Restrictions

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, mounts, or clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, unless the Customer has purchased the optional Essential Service with Accidental Damage and Advanced Replacement package.
- Cosmetic imperfections that do not affect the functionality of the device.

Where a Body Worn Camera device is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.

Software support for unauthorized modifications, or other misuse of the device software, is not covered under this Agreement.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Access to the software and firmware releases for updating the device under this SOW is available only for the device named in the Agreement. Software updates to any additional devices are expressly excluded and prohibited. Notwithstanding the foregoing, Motorola Solutions may, at its sole discretion, include coverage for other devices.

Any implementation tools not required to support the device software and firmware updates are excluded from coverage.

1.6. Motorola Solutions is not obligated to provide support for any Device:

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.

1.7. Essential Service with Accidental Damage Repair and Advanced Replacement

1.7.1. Description of Services and Obligations

Accidental Damage coverage is an optional, prepaid service that adds coverage for accidentally damaged BWC devices. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions device purchase. This three (3) or five (5) year service offer reduces unexpected expenses related to the repair of the device. Accidental Damage and Advanced Replacement coverage includes all services provided under Essential Service, plus additional coverage for Accidental Damage and Advanced Replacement of the damaged device.

Examples of repairs covered under Accidental Damage include:

- Electrical repair for failures caused by accidental water or chemical damage
- Electrical repair for accidental internal damage
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken camera lens or displays.
- Replacement of accidentally cracked or broken or missing buttons, knobs, or keypads

Repair or Replacement. Motorola Solutions will provide repair or replacement of a BWC device, at its option, with a five (5) business day in-house turnaround time, excluding weekends and holidays, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions option, with functionally equivalent, reconditioned parts, boards, or with a new replacement or refurbished device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

Serial Numbers. If the Accidental Damage Service is purchased with the device, in the same order, using Motorola Solutions' Partner Hub Portal, OCc, or CPQ when ordering, the hardware serial number(s) are

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automatically captured and included in the Service Agreement. If Accidental Damage Service is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Advanced Replacement. Under Accidental Damage and Advanced Replacement Service, Motorola Solutions will provide Advanced Replacement for the damaged device. Motorola Solutions will ship a new or refurbished replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 60 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

When returning a device for Advanced Replacement, device accessories should not be included. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.

Motorola Solutions is not responsible for any accessories that are shipped with the device.

1.8. Accidental Damage and Advanced Replacement Limitations and Restrictions

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, chargers, charging stations, mounts, and clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.

There is a maximum limit of one (1) Body Worn Camera device repair, per contract year, for Essential Service with Accidental Damage and Advanced Replacement.

Where ongoing “Accidental Damage” repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions’ discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

MOTOROLA SOLUTIONS

Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.
Once checklist is complete, order still must go through **Order Validation/Credit Approval**

KANAB UTAH
A Western Classic

Kyler Ludwig <kludwig@kanab.utah.gov>

RE: [EXTERNAL]: Police Laptops

Roger Hulet <roger@mw-computers.com> Wed, Jul 9, 2025 at 3:23 PM
To: Kyler Ludwig <kludwig@kanab.utah.gov>

Kyler,

This is the most common model we get for Police Departments.

Getac S410 Rugged 14in Laptop With 3YR Limited Warranty

S410G5 - Intel Core i5-1340P Processor, 14 + Webcam

Microsoft Windows 11 Pro x64

16GB RAM

256GB PCIe SSD

Sunlight Readable (LCD),

US Backlite Keyboard

WIFI + BT, Thunderbolt 4, 3

Total $ 2,195.00

Usually takes 4 to 6 weeks from order until delivery

Thanks

Roger

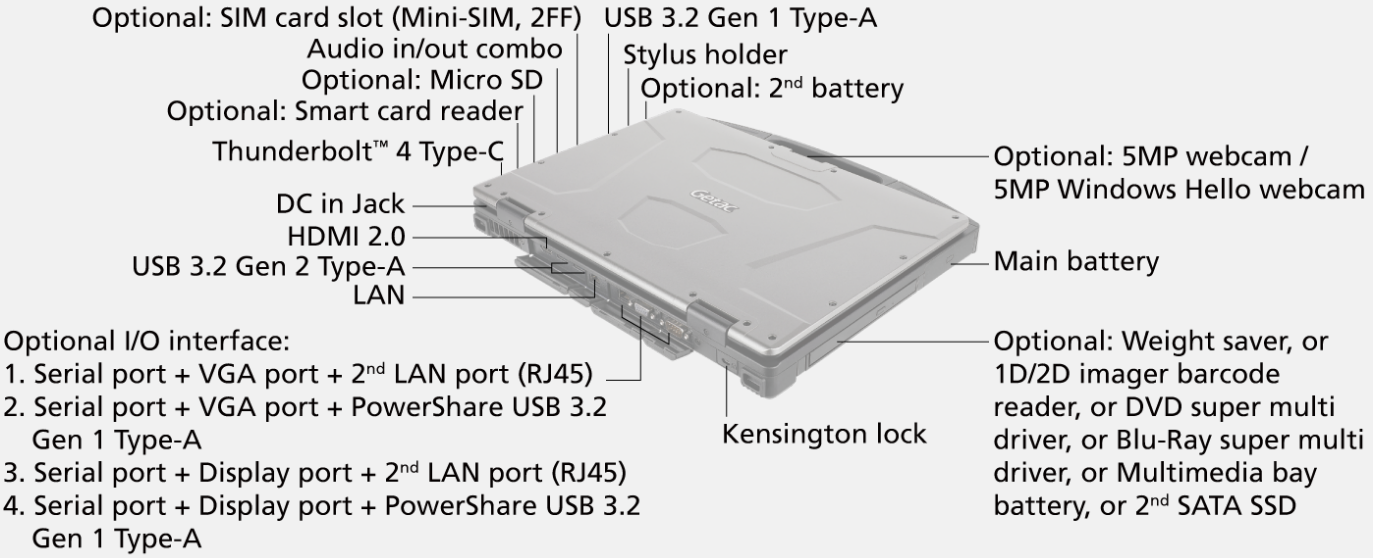
Getac

Windows 11 Getac recommends Windows 11 Pro for business

S410 RUGGED LAPTOP

- 13th Generation Intel® Core™ i7 / i5 Processor
- 14" HD / FHD display with Getac sunlight readable technology (1,000 nits) and capacitive touchscreen
- Enhanced enterprise security with Intel® vPro®, Windows Hello face-authentication camera, TPM 2.0, and many more multi-factor authentication options
- Versatile I/O options including Thunderbolt™ 4 and docking solutions
- Wider range of operating temperatures of -29°C ~ 63°C (-20°F ~ 145°F)

S410 3D demo



S410 RUGGED LAPTOP

SPECIFICATIONS

Generation
G5

Operating System
Windows 11 Pro

Mobile Computing Platform
Intel® Core™ i5-1340P Processor
Max. 4.6GHz with Intel® Turbo Boost Technology
- 12 MB Intel® Smart Cache

Platform options:
Intel® Core™ i5-1350P vPro® Processor
Max. 4.7GHz with Intel® Turbo Boost Technology
- 12 MB Intel® Smart Cache

Intel® Core™ i7-1360P Processor
Max. 5.0GHz with Intel®
Turbo Boost Technology
- 18 MB Intel® Smart Cache

Intel® Core™ i7-1370P vPro® Processor
Max. 5.2GHz with Intel® Turbo Boost Technology
- 24 MB Intel® Smart Cache/p>

Graphics
Intel® Iris® Xe Graphics [i]
Intel® UHD Graphics
Optional: NVIDIA® GeForce®
GTX 1650 4GB discrete graphics controller [ii, iii, iv]

Display
14" TFT LCD HD (1366 x 768)
Protection film
1,000 nits display with Getac sunlight readable technology
Optional: 14" TFT LCD HD (1366 x 768)
1000 nits display with Getac sunlight readable technology and capacitive multi-touch screen
Optional: 14" Wide Viewing Angle TFT LCD FHD (1920 x 1080)
1000 nits display with Getac sunlight readable technology
Optional: 14" Wide Viewing Angle TFT LCD FHD (1920 x 1080)
1000 nits display with Getac sunlight readable technology and capacitive multi-touch screen

Storage & Memory
8GB DDR5
Optional: 16GB / 32GB / 64GB DDR5

256GB PCIe NVMe SSD
Optional: 512GB / 1TB / 2TB PCIe NVMe SSD

Optional: Multimedia bay 2nd storage: 512GB / 1TB SATA SSD [iii]

Keyboard
LED backlit membrane keyboard

Pointing Device
Touchscreen
- Optional: Capacitive multi-touch screen
Touchpad
- Glide touchpad with multi-touch

Expansion Slot
Optional: Smart card reader

Multimedia Bay
Weight saver
Optional: 1D/2D imager barcode reader [iii]
Optional: DVD super multi drive [iii, v]
Optional: Multimedia bay battery [iii, v]
Optional: Blu-Ray super multi drive [iii, v]
Optional: 2nd storage [iii, v]

I/O Interface
Audio in/out combo x 1
DC in Jack x 1
USB 3.2 Gen 1 Type-A x 1
USB 3.2 Gen 2 Type-A x 2
Thunderbolt™ 4 Type-C x 1
Optional: MicroSD x 1
LAN (RJ45) x 1
HDMI 2.0 x 1
Docking connector x 1
Optional: 5MP webcam x 1
Optional: SIM card slot x 1 (Mini-SIM, 2FF) [vi]
Optional: Windows Hello face-authentication 5MP camera (front-facing) x 1 [vii]
Optional: RF antenna pass-through for GPS, WWAN and WLAN

Configurable I/O options :
1. Serial port (9-pin; D-sub) + VGA port (15-pin; D-sub) + 2nd LAN (RJ45)
2. Serial port (9-pin; D-sub) + VGA port (15-pin; D-sub) + PowerShare USB 3.2 Gen 1 Type-A
3. Serial port (9-pin; D-sub) + Display port + 2nd LAN (RJ45)
4. Serial port (9-pin; D-sub) + Display port + PowerShare USB 3.2 Gen 1 Type-A

Communication Interface
10/100/1000 base-T Ethernet
Intel® Wi-Fi 6E AX211, 802.11ax
Bluetooth (v5.3) [viii]
Optional: Dedicated L1/L5 GPS [ix]
Optional: 4G LTE mobile broadband with integrated GPS [vi,ix, x]
Optional: 5G Sub-6 with integrated L1/L5 GPS [vi,ix, x]
Optional: Dual SIM (Mini-SIM 2FF and e-SIM) [vi, xi]

Security Feature
TPM 2.0
Kensington lock
Optional: Intel® vPro® Technology
Optional: Fingerprint reader
Optional: HF RFID reader [xii]
Optional: Smart card reader
Optional: Windows Hello face-authentication 5M camera (front-facing) [vii]
Optional: Absolute Persistence®

Power
AC adapter (90W, 100-240VAC, 50/60Hz)
Li-ion battery (10.8V, typical 6900mAh; min. 6600mAh)
Optional: AC adapter (120W, 100-240VAC, 50/60Hz) [ii]
Optional: Multimedia bay battery
(11.1V, typical 4200mAh; min. 3980mAh) [iii]
Optional: 2nd battery
(10.8V, typical 6900mAh; min. 6600mAh)

Dimension (W x D x H) & Weight
350 x 293 x 38.5mm (13.8" x 11.5" x 1.5")
2.38kg (5.25lbs) [xiii]

Rugged Feature
MIL-STD-810H certified
IP53 certified
Splash resistant keyboard
Vibration & 3ft (0.9m) drop resistant [xiv]
Sealed ports and connectors
Shock-protected removable SSD

Environmental Specification
Temperature [xv] :
- Operating: -29°C to 63°C / -20°F to 145°F [xvi]
- Storage: -51°C to 71°C / -60°F to 160°F
Humidity:
- 95% RH, non-condensing

Pre-installed Software
Getac Utility
Getac Geolocation
Getac Barcode Manager [xvii]
Optional: Absolute Secure Endpoint
Optional: Absolute Secure Access

Optional software
Getac Driving Safety Utility
Getac Device Monitoring System (GDMS)
Getac Monitoring
Getac VGPS Utility [xviii]

Accessories
Battery (10.8V, typical 6900mAh; min. 6600mAh)
AC adapter (90W, 100-240VAC, 50/60Hz)
Capacitive stylus with tether

Optional:
Carry bag
Battery (10.8V, typical 6900mAh; min. 6600mAh)
Multimedia 2nd SSD [iii]
Multimedia bay battery (11.1V, tpyical 4200mAh; min. 3980mAh) [iii]
Multi-Bay charger (Dual-Bay)
Multi-Bay charger (Eight-Bay)
AC adapter (120W, 100-240VAC, 50/60Hz) [ii]
DC-DC vehicle adapter (120W, 11-32VDC)
Capacitive stylus with tether
Protection film
Vehicle cradle [xix]
Vehicle dock [xix]
Office dock
100W Type-C adapter [xx]

Warranty
Nothing says quality like a manufacturer standing behind their product. We've designed the notebook from the inside out to survive drops, shocks, spills, vibration and more. We're confident in our quality and that's why it comes standard with the industry leading 3 years warranty. It's the peace-of-mind protection of knowing you're covered.

Standard
3 years limited warranty

	Vehicle Dock	Office Dock
Serial Port	1	1
External VGA	1	1
Microphone	1	1
Audio Output	1	1
DC in Jack	1	1
USB	4	USB 3.0 x 1 USB 2.0 x 3
LAN	1	1
HDMI 2.0	1	1
RF Antenna Connector	3 (WWAN, WLAN, GPS)	-

I. Units equipped with dual channel memory come with Intel® Iris® Xᵉ Graphics.
II. 120W AC adapter is used for office dock and for device configured with discrete graphics card.
III. NVIDIA® GeForce® GTX 1650 4GB discrete graphics controller, Blu-Ray, DVD super multi drive, Multimedia bay battery, 1D/2D imager barcode reader and 2nd storage are mutually exclusive options.
IV. NVIDIA® GeForce® GTX 1650 4GB discrete graphics controller is required to configure with Intel® Core™ i5/i7 processor, Dual battery, FHD LCD display with capacitive multi-touch screen, and 120W AC adapter.
V. Trained user swappable.
VI. Units with 4G/5G option come with an embedded SIM card slot.
VII. 5MP webcam and optional Windows Hello face-authentication camera (front-facing) are mutually exclusive options.
VIII. Bluetooth performance and connectable distance may be subject to interference with the environments and performance on client devices, users may be able to reduce effects of interference by minimizing the number of active Bluetooth wireless devices that is operating in the area.
IX. Support GPS, GLONASS, Galileo, BeiDou and QZSS.
X. Only available in the US, UK, EU, Australia, and New Zealand.
XI. One physical SIM card slot and one eSIM. Network service may vary depending on local telecommunication providers.
XII. 13.56MHz HF RFID/NFC reader (ISO 15693, 14443 A/B, Mifare and FeliCa™ compliant).
XIII. Weight and dimensions vary from configurations and optional accessories.
XIV. Drop test results vary from configurations and optional accessories.
XV. Tested by an independent third-party test lab following MIL-STD-810H.
XVI. For S410 optional DVD / Blu-Ray super-multi drive, the operating temperature is -10°C to 50°C / 14°F to 122°F.
XVII. Available when barcode reader option is selected.
XVIII. Models require either embedded or standalone GPSmodule.
XIX. Havis vehicle dock is e-mark certified.
XX. Do not support the configurations with discrete graphics card.

Information provided herewith is for reference only, available specification shall be subjected to quotation by request.

Getac

Getac USA

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GetacSales_US@getac.com |
www.getac.com/us/

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

KANAB
UTAH

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

DATE: August 12, 2025
TO: Mayor and City Council
SUBJECT: Fleet Purchases and Surplus
PREPARED BY: City Manager, Kyler Ludwig

Background:

As part of Kanab City's ongoing fleet replacement plan, the City has identified the need to replace nine vehicles across three departments due to age, high mileage, and escalating maintenance costs. Funding for these purchases has been allocated from various sources, including the General Fund, Water Fund, Sewer Fund, Stormwater Fund, and Capital Projects Fund.

Analysis:

Police Department – 3 Vehicles

- **Vehicle Type:** 2025 Ford F-150 4x4 SuperCrew (Lariat Trim)
- **Quantity:** 3
- **Contract:** State Contract MA3800
- **Vendor:** Young Ford of Ogden
- **Unit Price:** $54,717
- **Total:** $164,151
- **Notes:**
    - The Police Department recommends returning to the Lariat package, which provides enhanced comfort and features.
    - The City previously transitioned to the XLT package to reduce costs, but Lariat models have proven more functional for officers' daily duties.
    - Maintaining the Ford platform allows reuse of existing vehicle equipment, reducing overall upfitting costs.

Parks Department – 3 Vehicles

- **Vehicle Type:** 2026 Chevrolet Silverado 2500 Regular Cab LT
- **Quantity:** 3

- **Contract:** State Contract MA3799
- **Vendor:** Ken Garff Commercial Sales
- **Unit Price:** $48,918
- **Total:** $146,754
- **Notes:**
    - These trucks are used primarily for parks maintenance, landscaping, and facilities support.
    - They will replace two aging units with increasing downtime and repair needs, as well as one unit previously transferred from Public Works.

Public Works Department – 3 Vehicles

- **Vehicle Types & Pricing:**
    - (1) GMC Sierra 2500HD Crew Cab AT4 – $72,259
    - (2) GMC Sierra 3500HD Crew Cab SLE – $63,033 each
- **Total Cost:** $198,325
- **Contract:** State Contract MA3798
- **Vendor:** Ken Garff Commercial Sales
- **Notes:**
    - These heavy-duty diesel trucks will support road maintenance, snow removal, and utility operations.
    - The 3500HD models are being added to provide greater towing and payload capacity for the department.

Legal:

All purchases comply with state procurement requirements through cooperative contract purchasing.

Financial:

The total purchase cost for all nine vehicles is $509,230, fully budgeted within the FY26 Budget. All purchases utilize state cooperative contract pricing to ensure compliance and competitive value.

Recommendations/Actions: It is recommended the City Council:

I move that we approve the purchase of nine (9) vehicles for the Police, Parks, and Public Works Departments, as presented, and surplus the vehicles being replaced.

Preview Order K501 - W5L - 4x4 Lariat SuperCrew : Order Summary Time of Preview: 07/14/2025 12:30:22 Receipt: NA

Dealership Name : Young Ford of Ogden **Sales Code :** F56555

Dealer Rep.	Jeff Heileson	**Type**	Fleet	**Vehicle Line**	F-150	**Order Code**	K501
Customer Name	Kanab	**Priority Code**	K1	**Model Year**	2025	**Price Level**	565

DESCRIPTION	MSRP
F150 4X4 SUPERCREW LARIAT- 145	$63360
145 INCH WHEELBASE	$0
TOTAL BASE VEHICLE	$63360
OXFORD WHITE	$0
ACTIVE X BUCKET SEAT W/CONSOLE	$0
BLACK	$0
EQUIPMENT GROUP 500A	$0
.LARIAT SERIES	$0
3.5L V6 ECOBOOST	$0
ELEC TEN-SPEED AUTO TRANS	$0
275/65R 18 BSW ALL-TERRAIN	$0
3.31 RATIO REGULAR AXLE	$0
7100# GVWR PACKAGE	$0

DESCRIPTION	MSRP
FORD FLEET SPECIAL ADJUSTMENT	$0
JOB #2 ORDER	$0
FRONT LICENSE PLATE BRACKET	$0
50 STATE EMISSIONS	$0
BLUECRUISE EQUIP: 90DAY TRIAL	$0
18X8.5 PAINTED ALUM WHL	$0
EXTENDED RANGE 36GAL FUEL TANK	$0
SPECIAL DEALER ACCOUNT ADJUSTM	$0
SPECIAL FLEET ACCOUNT CREDIT	$0
FUEL CHARGE	$0
NET INVOICE FLEET OPTION (B4A)	$0
PRICED DORA	$0
ADVERTISING ASSESSMENT	$0
DESTINATION & DELIVERY	$2195

	MSRP
TOTAL BASE AND OPTIONS	$65555
DISCOUNTS	NA
TOTAL	$65555

Government Order Price: $54,717.00

Contract MA3800

Preview Order K500 - W3L - 4x4 XLT SuperCrew : Order Summary Time of Preview: 07/14/2025 12:23:12 Receipt: NA

Dealership Name : Young Ford of Ogden **Sales Code :** F56555

Dealer Rep.	Jeff Heileson	**Type**	Fleet	**Vehicle Line**	F-150	**Order Code**	K500
Customer Name	Kanab	**Priority Code**	K1	**Model Year**	2025	**Price Level**	565

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 SUPERCREW XLT - 145	$51915	7100# GVWR PACKAGE	$0
145 INCH WHEELBASE	$0	FORD FLEET SPECIAL ADJUSTMENT	$0
TOTAL BASE VEHICLE	$51915	JOB #2 ORDER	$0
OXFORD WHITE	$0	FRONT LICENSE PLATE BRACKET	$0
CLOTH 40/20/40	$0	6" BRIGHT ANODIZED STEP BAR	$0
MEDIUM DARK SLATE	$0	50 STATE EMISSIONS	$0
EQUIPMENT GROUP 301A	$1585	18X8.5 PAINTED ALUM WHL	$0
.XLT SERIES	$0	EXTENDED RANGE 36GAL FUEL TANK	$0
.8-WAY POWER DRIVERS SEAT	$0	SPECIAL DEALER ACCOUNT ADJUSTM	$0
.DUAL ZONE AUTO TEMP CONTROL	$0	SPECIAL FLEET ACCOUNT CREDIT	$0
.LED FOG LAMPS	$0	FUEL CHARGE	$0
3.5L V6 ECOBOOST	$2220	NET INVOICE FLEET OPTION (B4A)	$0
ELEC TEN-SPEED AUTO TRANS	$0	PRICED DORA	$0
275/65R 18 BSW ALL-TERRAIN	$0	ADVERTISING ASSESSMENT	$0
3.31 RATIO REGULAR AXLE	$0	DESTINATION & DELIVERY	$2195

	MSRP
TOTAL BASE AND OPTIONS	$57915
DISCOUNTS	NA
TOTAL	$57915

Government Order Price: $47,841.00

If you want to save some money you can option the base 300A XLT equipment group and lose the following options for a savings of $1443.00 - Chrome Door & Tailgate Handles, Wrapped Steering Wheel, Black Painted Grille w/Chrome Center Bar, coast to coast black mesh, Dual-Zone Electronic Automatic Temperature Control, (DEATC), 6" Angular Bright Anodized Step Bar, Chrome Single-Tip Exhaust. Your order price with the 300A package would be $46,398.00

Contract MA3800

Kanab City

[Fleet] 2026 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" LT

State Contract Order Price $48,918.00

State Contract #MA3799

[Fleet] 2026 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" LT (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK20903	2026 Chevrolet Silverado 2500HD 4WD Reg Cab 142" LT	$52,200.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

BODY CODE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
E63	Durabed, pickup bed (STD)	0.00 lbs	0.00 lbs	$0.00

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	$0.00

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	0.00 lbs	0.00 lbs	$0.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MKM	Transmission, 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)	0.00 lbs	0.00 lbs	$0.00

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
JGB	GVWR, 10,250 lbs. (4649 kg) (STD) (Included and only available with CK20903 model and (L8T) 6.6L V8 gas engine with 17" wheels.)	0.00 lbs	0.00 lbs	$0.00

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Data Version: 25971. Data Updated: Jul 14, 2025 6:44:00 PM PDT.

[Fleet] 2026 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" LT (Complete)

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	0.00 lbs	0.00 lbs	$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1LT	LT Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	$0.00

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PYQ	Wheels, 17" (43.2 cm) machined aluminum (STD)	0.00 lbs	0.00 lbs	$0.00

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
QHQ	Tires, LT245/75R17E all-season, blackwall (STD)	0.00 lbs	0.00 lbs	$0.00

SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
ZHQ	Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)	0.00 lbs	0.00 lbs	$0.00

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	$0.00

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[Fleet] 2026 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" LT (Complete)

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD) (On Crew Cab and Double Cab models, not available with (PCM) Convenience Package II unless (PCL) LT Convenience Package I is ordered.)	0.00 lbs	0.00 lbs	$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
H0U	Jet Black, Cloth seat trim	0.00 lbs	0.00 lbs	$0.00

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
IOK	Audio system, Chevrolet Infotainment 3 Premium system with Google built-in compatibility (select service plan required, terms and limitations apply) including navigation capability, 13.4" diagonal HD color touchscreen, includes multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring Wireless Apple CarPlay and Wireless Android Auto capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)	0.00 lbs	0.00 lbs	$0.00

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[Fleet] 2026 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" LT (Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
B59	Remote Start Package includes (BTV) Remote Start, (UTJ) Theft Deterrent System and (C49) rear-window defogger (Requires (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	$525.00
PCL	Convenience Package includes (UF2) Cargo bed LED lighting, (CJ2) dual-zone automatic climate control, (A2X) 10-way power driver seat including power lumbar, (N37) manual tilt/telescoping steering column, (T3U) LED fog lamps (Requires (ZM9) Heat Package and (B59) Remote Start Package.)	0.00 lbs	0.00 lbs	$985.00
VYU	Snow Plow Prep/Camper Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. Contact GM Upfitter Integration at www.gmupfitter.com for plow installation details and assistance. Note: if ordered for Camper usage, recommend ordering (UY2) Trailering wiring provisions (Upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Included with (ANQ) Alaskan Snow Plow Special Edition. Not available with (F60) Heavy Duty Front Spring/Camper Package.)	0.00 lbs	0.00 lbs	$300.00
ZM9	Heat Package includes (KA1) Heated driver and passenger seats and (KI3) Heated steering wheel (Requires (PCL) LT Convenience Package.)	0.00 lbs	0.00 lbs	$400.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep/Camper Package. Free flow on (L8T) 6.6L V8 gas engine.)	0.00 lbs	0.00 lbs	Inc.
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)	0.00 lbs	0.00 lbs	Inc.

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[Fleet] 2026 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" LT (Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
T3U	Fog lamps, front, LED (Included and only available with (PCL) Convenience Package. Available free flow with fleet or government sales order.)	0.00 lbs	0.00 lbs	Inc.
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Included with (PCL) Convenience Package. Not available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	Inc.
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)	0.00 lbs	0.00 lbs	$0.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
A2X	Seat adjuster, driver 10-way power including lumbar (Included and only available with (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
BTV	Remote vehicle starter system (Included and only available with (B59) Remote Start Package.)	0.00 lbs	0.00 lbs	Inc.
C49	Defogger, rear-window electric (Included with (B59) Remote Start Package.)	0.00 lbs	0.00 lbs	Inc.
CJ2	Air conditioning, dual-zone automatic climate control (Included and only available with (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
KA1	Seating, heated driver and front outboard passenger (Included and only available with (ZM9) Heat Package.)	0.00 lbs	0.00 lbs	Inc.
KI3	Steering wheel, heated (Included and only available with (ZM9) Heat Package.)	0.00 lbs	0.00 lbs	Inc.
N37	Steering column, manual tilt and telescoping (Included and only available with (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
UTJ	Theft-deterrent system, unauthorized entry (Included and only available with (B59) Remote Start Package.)	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
R9L	Removes OnStar Basics (OnStar Fleet Basics for Fleet) (Included and only available on vehicles being shipped to Puerto Rico, the Virgin Islands, or Guam. *CREDIT*	0.00 lbs	0.00 lbs	($750.00)

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[Fleet] 2026 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" LT (Complete)

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
RIA	LPO, All-weather floor liners 1st row only on Regular Cab, (includes Chevrolet Bowtie logo on front mats) (Not available with (BG9) rubberized vinyl flooring or (Z71) Z71 Off-Road Package. Replaces factory floor mats.)	0.00 lbs	0.00 lbs	$165.00
	Options Total	**0.00 lbs**	**0.00 lbs**	**$1,625.00**

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[Fleet] 2026 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" LT (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" LT — MSRP:$52,200.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, 10-Speed automatic

OPTIONS

CODE	MODEL		MSRP
CK20903	[Fleet] 2026 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" LT		$52,200.00
	OPTIONS		
1LT	LT Preferred Equipment Group		$0.00
A2X	Seat adjuster, driver 10-way power	Inc.	
AZ3	Seats, front 40/20/40 split-bench		$0.00
B59	Remote Start Package		$525.00
BTV	Remote vehicle starter system	Inc.	
C49	Defogger, rear-window electric	Inc.	
CJ2	Air conditioning, dual-zone automatic climate control	Inc.	
E63	Durabed, pickup bed		$0.00
FE9	Emissions, Federal requirements		$0.00
GAZ	Summit White		$0.00
GT4	Rear axle, 3.73 ratio		$0.00
H0U	Jet Black, Cloth seat trim		$0.00
IOK	Audio system, Chevrolet Infotainment 3 Premium system		$0.00
JGB	GVWR, 10,250 lbs. (4649 kg)		$0.00
KA1	Seating, heated driver and front outboard passenger	Inc.	
KI3	Steering wheel, heated	Inc.	
KW5	Alternator, 220 amps	Inc.	
L8T	Engine, 6.6L V8		$0.00

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[Fleet] 2026 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" LT (Complete)

MKM	Transmission, 10-Speed automatic		$0.00
N37	Steering column, manual tilt and telescoping	Inc.	
NZZ	Skid Plates	Inc.	
PCL	Convenience Package		$985.00
PYQ	Wheels, 17" (43.2 cm) machined aluminum		$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall		$0.00
R9L	Removes OnStar Basics (OnStar Fleet Basics for Fleet)		($750.00)
RIA	LPO, All-weather floor liners		$165.00
T3U	Fog lamps, front, LED	Inc.	
UF2	LED Cargo Area Lighting	Inc.	
UTJ	Theft-deterrent system, unauthorized entry	Inc.	
VK3	License plate kit, front		$0.00
VYU	Snow Plow Prep/Camper Package		$300.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall		$0.00
ZM9	Heat Package		$400.00
	SUBTOTAL		**$53,825.00**
	Adjustments Total		$0.00
	Destination Charge		$2,595.00
	TOTAL PRICE		**$56,420.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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[Fleet] 2026 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" LT (✔ Complete)

Note:Photo may not represent exact vehicle or selected equipment.

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Kanab City

[Fleet] 2026 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" AT4

State Contract Order Price $72,259.00

State Contract #MA3798

[Fleet] 2026 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" AT4 (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
TK20743	2026 GMC Sierra 2500HD 4WD Crew Cab 159" AT4	$71,600.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	$0.00

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L5P	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible (470 hp [350.5 kW] @ 2800 rpm, 975 lb-ft of torque [1322 Nm] @ 1600 rpm) (Includes (K05) engine block heater.)	0.00 lbs	0.00 lbs	$9,990.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MGM	Transmission, 10-speed automatic (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Not available with (PTO) Power take-off.)	0.00 lbs	0.00 lbs	Inc.

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
JGL	GVWR, 11,350 lbs. (5148 kg) (Included and only available with TK20743 model and (L5P) Duramax 6.6L Turbo-Diesel V8 engine with 18" or 20" wheels and 22" wheels.)	0.00 lbs	0.00 lbs	Inc.

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[Fleet] 2026 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" AT4 (Complete)

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GU6	Rear axle, 3.42 ratio (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	0.00 lbs	0.00 lbs	Inc.

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
4SB	AT4 Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	$0.00

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
Q7N	Wheels, 20" (50.8 cm) High Gloss black aluminum wheels 8 spokes (STD)	0.00 lbs	0.00 lbs	$0.00

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
QF9	Tires, LT275/65R20 all-terrain, blackwall (STD)	0.00 lbs	0.00 lbs	$0.00

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
A50	Seats, front bucket with center console (STD)	0.00 lbs	0.00 lbs	$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
HVD	Jet Black with Kalahari accents, Perforated Front Leather seat trim	0.00 lbs	0.00 lbs	$0.00

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[Fleet] 2026 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" AT4 (Complete)

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
IOK	Audio System, 13.4" diagonal Premium GMC Infotainment System with Google built in apps such as navigation and voice assistance includes color touch-screen, multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones (STD)	0.00 lbs	0.00 lbs	$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
VYU	Snow Plow Prep/Camper Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. Contact GM Upfitter Integration at www.gmupfitter.com for plow installation details and assistance. Note: if ordered for Camper usage, recommend ordering (UY2) Trailering wiring provisions (Includes (KW5) 220-amp alternator and is upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Not available with (F60) Heavy Duty Front Spring/Camper Package.)	0.00 lbs	0.00 lbs	$150.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
___	Battery, heavy-duty dual 730 cold-cranking amps/70 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L5P) Duramax 6.6L Turbo -Diesel V8 engine.)	0.00 lbs	0.00 lbs	Inc.
___	Capped Fuel Fill (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	0.00 lbs	0.00 lbs	Inc.
K05	Engine block heater (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	0.00 lbs	0.00 lbs	Inc.
K40	Exhaust brake (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	0.00 lbs	0.00 lbs	Inc.
KW5	Alternator, 220 amp (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep/Camper Package. Free flow on (L8T) 6.6L V8 gas engine.)	0.00 lbs	0.00 lbs	Inc.

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Data Version: 25971. Data Updated: Jul 14, 2025 6:44:00 PM PDT.

[Fleet] 2026 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" AT4 (Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
BHP	Winter Grille Cover (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	0.00 lbs	0.00 lbs	Inc.
VK3	License plate kit, front, Incandescent lighting (will be forced on orders with ship-to states that require front license plate)	0.00 lbs	0.00 lbs	$0.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com.	0.00 lbs	0.00 lbs	$150.00

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
R9L	Removes OnStar Basics (OnStar Fleet Basics for Fleet) (Included and only available on vehicles being shipped to Puerto Rico, the Virgin Islands, or Guam. *CREDIT*	0.00 lbs	0.00 lbs	($750.00)
	Options Total	**0.00 lbs**	**0.00 lbs**	**$9,540.00**

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Data Version: 25971. Data Updated: Jul 14, 2025 6:44:00 PM PDT.

[Fleet] 2026 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" AT4 (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2026 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" AT4 MSRP:$71,600.00

Interior:Jet Black with Kalahari accents, Perforated Front Leather seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL		MSRP
TK20743	[Fleet] 2026 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" AT4		$71,600.00
	OPTIONS		
4SB	AT4 Preferred Equipment Group		$0.00
9L7	Upfitter switch kit, (5)		$150.00
A50	Seats, front bucket		$0.00
BHP	Winter Grille Cover	Inc.	
FE9	Emissions, Federal requirements		$0.00
GAZ	Summit White		$0.00
GU6	Rear axle, 3.42 ratio	Inc.	
HVD	Jet Black with Kalahari accents, Perforated Front Leather seat trim		$0.00
IOK	Audio System, 13.4" diagonal Premium GMC Infotainment System with Google built in apps such as navigation and voice assistance		$0.00
JGL	GVWR, 11,350 lbs. (5148 kg)	Inc.	
K05	Engine block heater	Inc.	
K40	Exhaust brake	Inc.	
KW5	Alternator, 220 amp	Inc.	
L5P	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible		$9,990.00
MGM	Transmission, 10-speed automatic	Inc.	
Q7N	Wheels, 20" (50.8 cm) High Gloss black aluminum wheels		$0.00
QF9	Tires, LT275/65R20 all-terrain, blackwall		$0.00

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Data Version: 25971. Data Updated: Jul 14, 2025 6:44:00 PM PDT.

[Fleet] 2026 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" AT4 (Complete)

R9L	Removes OnStar Basics (OnStar Fleet Basics for Fleet)		($750.00)
VK3	License plate kit, front, Incandescent lighting		$0.00
VYU	Snow Plow Prep/Camper Package		$150.00
___	Battery, heavy-duty dual 730 cold-cranking amps/70 Amp-hr	Inc.	
___	Capped Fuel Fill	Inc.	
	SUBTOTAL		**$81,140.00**
	Adjustments Total		$0.00
	Destination Charge		$2,595.00
	TOTAL PRICE		**$83,735.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 25971. Data Updated: Jul 14, 2025 6:44:00 PM PDT.

[Fleet] 2026 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" AT4 (✔ Complete)

Note:Photo may not represent exact vehicle or selected equipment.

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Data Version: 25971. Data Updated: Jul 14, 2025 6:44:00 PM PDT.

Ken Garff Commercial Sales
Jim Elliott | 801-763-6800 | jime@kengarff.com

Vehicle: [Fleet] 2026 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" AT4 (Complete)

Note:Photo may not represent exact vehicle or selected equipment.

#74811

Quote #74811
Price
Date 7/25/2025
Customer Kendall

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Data Version: 26042. Data Updated: Jul 23, 2025 6:47:00 PM PDT.

Ken Garff Commercial Sales
Jim Elliott | 801-763-6800 | jime@kengarff.com

Vehicle: [Fleet] 2026 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" AT4 (Complete)

Window Sticker

SUMMARY

[Fleet] 2026 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" AT4 MSRP:$71,600.00

Interior:Jet Black with Kalahari accents, Perforated Front Leather seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL		MSRP
TK20743	[Fleet] 2026 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" AT4		$71,600.00
	OPTIONS		
4SB	AT4 Preferred Equipment Group		$0.00
A50	Seats, front bucket		$0.00
BHP	Winter Grille Cover	Inc.	
FE9	Emissions, Federal requirements		$0.00
GAZ	Summit White		$0.00
GU6	Rear axle, 3.42 ratio	Inc.	
HVD	Jet Black with Kalahari accents, Perforated Front Leather seat trim		$0.00
IOK	Audio System, 13.4" diagonal Premium GMC Infotainment System with Google built in apps such as navigation and voice assistance		$0.00
JGL	GVWR, 11,350 lbs. (5148 kg)	Inc.	
K05	Engine block heater	Inc.	
K40	Exhaust brake	Inc.	
KW5	Alternator, 220 amp	Inc.	
L5P	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible		$9,990.00
MGM	Transmission, 10-speed automatic	Inc.	
Q7N	Wheels, 20" (50.8 cm) High Gloss black aluminum wheels		$0.00
QF9	Tires, LT275/65R20 all-terrain, blackwall		$0.00
___	Battery, heavy-duty dual 730 cold-cranking amps/70 Amp-hr	Inc.	
___	Capped Fuel Fill	Inc.	

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Data Version: 26042. Data Updated: Jul 23, 2025 6:47:00 PM PDT.

Ken Garff Commercial Sales
Jim Elliott | 801-763-6800 | jime@kengarff.com

Vehicle: [Fleet] 2026 GMC Sierra 3500HD (TK30743) 4WD Crew Cab 159" SLE (Complete)

Note:Photo may not represent exact vehicle or selected equipment.

$163033

Quote Price $163033
Date 7/25/2025
Customer Kansas City

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Data Version: 26042. Data Updated: Jul 23, 2025 6:47:00 PM PDT.

Ken Garff Commercial Sales
Jim Elliott | 801-763-6800 | jime@kengarff.com

Vehicle: [Fleet] 2026 GMC Sierra 3500HD (TK30743) 4WD Crew Cab 159" SLE (Complete)

Window Sticker

SUMMARY

[Fleet] 2026 GMC Sierra 3500HD (TK30743) 4WD Crew Cab 159" SLE — MSRP:$58,600.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL		MSRP
TK30743	[Fleet] 2026 GMC Sierra 3500HD (TK30743) 4WD Crew Cab 159" SLE		$58,600.00
	OPTIONS		
3SA	SLE Preferred Equipment Group		$0.00
AZ3	Seats, front 40/20/40 split-bench		$0.00
BHP	Winter Grille Cover	Inc.	
FE9	Emissions, Federal requirements		$0.00
G4Y	GVWR, 12,100 lbs. (5488 kg) with single rear wheels	Inc.	
GAZ	Summit White		$0.00
GU6	Rear axle, 3.42 ratio	Inc.	
H0U	Jet Black, Cloth seat trim		$0.00
IOK	Audio System, 13.4" diagonal Premium GMC Infotainment System		$0.00
K05	Engine block heater	Inc.	
K40	Exhaust Brake	Inc.	
KW5	Alternator, 220 amps	Inc.	
L5P	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible		$9,990.00
MGM	Transmission, 10-speed automatic	Inc.	
PXD	Wheels, 18" (45.7 cm) machined aluminum wheel		$0.00
QF6	Tires, LT275/70R18E all-terrain, blackwall		$0.00
___	Battery, heavy-duty 730 cold-cranking amps/70 Amp-hr	Inc.	
___	Capped Fuel Fill	Inc.	

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Data Version: 26042. Data Updated: Jul 23, 2025 6:47:00 PM PDT.

Ken Garff Commercial Sales
Jim Elliott | 801-763-6800 | jime@kengarff.com

Vehicle: [Fleet] 2026 GMC Sierra 3500HD (TK30743) 4WD Crew Cab 159" SLE (Complete)

SUBTOTAL	**$68,590.00**
Adjustments Total	$0.00
Destination Charge	$2,595.00
TOTAL PRICE	**$71,185.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 26042. Data Updated: Jul 23, 2025 6:47:00 PM PDT.

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

KANAB
UTAH

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

DATE: August 12, 2025
TO: Mayor and City Council
SUBJECT: Chip Seal
PREPARED BY: City Manager, Kyler Ludwig

Background:

The City of Kanab implements regular chip seal maintenance to extend the life of city roadways and adhere to the goal of treating each road approximately every seven years. In November 2024, the City Council approved a change order for the FY2025 Chip Seal Project, which expanded the scope of work to include approximately 190,000 square yards of chip sealing, initially scheduled for Spring 2025.

Due to project scheduling constraints and contractor availability, the work was delayed. The project is now anticipated to take place in Fall 2025.

Analysis:

The scope of the project remains unchanged. The original change order called for approximately 15 miles of road to be chip sealed. This effort will help maintain the City's 7-year maintenance cycle and ensure all new roads are treated within 1–2 years of construction.

Total estimated cost remains under the originally approved $500,000, with updated figures projecting around $480,000. The budget and funding remain sufficient, and no additional authorization is required at this time.

Legal:

This update does not introduce new contractual obligations and has not been submitted for legal review.

Financial:

The City has budgeted for $1,040,000 in transportation projects this year.
$500,000 – Class C Road Projects
$100,000- Chips
$300,000 – Capital Outlay

Recommendations/Actions: It is recommended the City Council:

Authorize staff to proceed with the proposed Fall Chip seal and authorize up to $500,000 spent toward the project.

The price for chips is 28.60 a ton. We have an order for 3,000 tons.
Haul price from lambs is 14.00 a ton
Haul price from Dirt@Jerry and sons is 16.00 a ton
Oil is 724.00 a ton delivered with a current order of 340 tons. The tonnage may fluctuate a little.
Lambs Chipping price is the same as the fall 2024 charge at .46 cents a square yard with rough estimate of 190,000 yards.

Chips are
87,000.00 to Interstate Rock

Haul charge
42,000.00 delivered from Lambs
48,000.00 delivered from Dirt@Jerry

Oil is
247,000.00

Chip seal laydown cost with mobilization is
92,400.00

If possible the total for the spring Chipseal project should not exceed 500,000.00 but should be closer to 480,000.00

Peak Asphalt, LLC

Asphalts • Emulsions • Road Oils

1710 W. 2600 S., Woods Cross UT 84087
Phone: (801) 296-0166 Fax: (801) 296-9590

TO: Kanab City
ATTN: Jake Dutton
26 North 100 East
Kanab, UT 84741
Phone: (435) 644-2534 Fax:

RE: Kanab City 2025

PROJECT NUMBER:

BID DATE: November 06, 2024

Product	TONS	Price/Ton Tax Excluded	Effective Thru	Freight Per Ton	FOB
PMRE	340.00	$625.00	10/31/2025	$99.00	North Salt Lake

DISTRIBUTOR SERVICE
$0.00 Minimum Charge
$0.00/TON OR
$0.00/HOUR
(WHICHEVER IS GREATER)

Contract Special Provisions:

Es/De-Escalation will not apply
Fuel surcharge is included in haul price.

1> All Product Will Conform to specifications.
2> **Peak Asphalt, LLC** reserves the right to ship from any supply facility on a freight equalized basis.
3> This price quotation is made expressly subject to the Terms and Conditions of the **Peak Asphalt, LLC** standard purchase agreement.
4> Freight will be billed separately by a common carrier.
5> Freight is subject to a fuel surcharge at time of delivery.
6> The above prices on the above quantities are valid for 5 (five) days from the date of the quotation and if accepted within the stated period will remain effective thru the **2025** season.

Miscellaneous incidental charges are as follow:
All prices based on a 35-ton minimum. Full freight charges to destination and 1/2 freight charges will be assessed on returned product. No credit will be given for anti-strip or diluted materials. Unloading time: 2.00 hours free then $150.00 per hour thereafter. Overnight holdover: $400.00 per night. Restocking fee for returned product: $250.00, Equipment charge for job-site pump-off, flat fee per occurrence (no polymer modified asphalts) $0.00.

Thank you for giving us the opportunity to prepare this bid.

Rick Nielson
Peak Asphalt, LLC

Accepted By:_____ Firm: Kanab City Date: _____

Quote Number: 0000052411 Bid Number: 0000052411

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

KANAB
UTAH

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

DATE: August 12, 2025
TO: Mayor and City Council
SUBJECT: JH Park Expansion
PREPARED BY: City Manager, Kyler Ludwig

Background:

Kanab City is moving forward with the expansion of Jacob Hamblin Park. The City Council previously approved a concept design, which included a multi-use field, additional parking, improved access, and pedestrian pathways. As of June 2025, 90% of the project engineering has been completed, and the layout and streetscape exhibits have been reviewed.

Analysis:

City staff intends to act as the general contractor for this project in order to reduce costs and improve project control. Most components of the project will be self-performed by City crews, with specific tasks subcontracted as necessary. The breakdown of responsibilities is as follows:

- Grading and Site Prep: Final grading is underway and being managed by Public Works staff.
- Irrigation and Sod: To be completed in Fall 2025 by the Parks Department.
- Curb Installation: This portion will be contracted out.
- Utility Upgrades: Public Works will install water and stormwater improvements along 405 N.
- Sidewalk Construction: Streets crews will assist during Winter 2025 and Spring 2026.
- Road Reconstruction: Planned for Spring 2026.

To streamline procurement while ensuring compliance with City financial policies, staff proposes the following purchasing strategy:

- All equipment and material purchases will remain within the adopted project budget.
- Any purchases under $80,000 will proceed under administrative authority. Staff will obtain three bids for materials and services, as required by the City's procurement policy.
- Purchases requiring formal RFPs or exceeding policy thresholds will be brought to the Council for approval.

This approach will facilitate timely progress while maintaining transparency and fiscal responsibility.

Legal:

This update does not introduce new contractual obligations and has not been submitted for legal review.

Financial:

The Fiscal Year 2026 budget includes $1,000,000 for this project, sourced from capital funds which will be offset through the impact fee fund. Some components may be partially funded through Streets, Water, or Stormwater accounts based on project scope (curbs, sidewalks, drainage).

Recommendations/Actions: It is recommended the City Council:

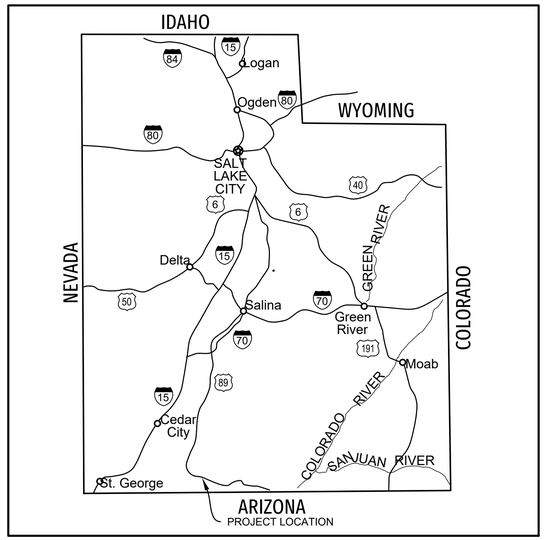
It is recommended that the City Council:

1. Authorize City staff to proceed with project implementation as outlined, with staff serving as general contractor and self-performing most project components.
2. Approve the proposed purchasing process, allowing staff to execute purchases under existing authority, consistent with the adopted budget and financial policies.

JACOB HAMBLIN PARK EXPANSION
PRELIMINARY CONSTRUCTION DRAWINGS

KANAB, UT

JUNE, 2025



VICINITY MAP
(N.T.S.)

UTILITY COMPANY APPROVALS

GARKANE ENERGY
POWER COMPANY — DATE

BRIAN STOWE
TELEPHONE COMPANY — DATE

BRIAN STOWE
CABLE COMPANY — DATE

CITY OF KANAB APPROVALS

CODY HOWICK
CITY ENGINEER — DATE

JAKE DUTTON
PUBLIC WORKS DIRECTOR — DATE

JANAE CHATTERLEY
BUILDING AND ZONING ADMINISTRATOR — DATE

BRETT PIERSON
CITY FIRE CHIEF — DATE

DONNIE RIDDLE
PARKS AND RECREATION DIRECTOR — DATE

PROJECT MAP
(N.T.S.)

SHEET INDEX		
SHEET NO	SHEET ID	SHEET TITLE
1	G-001	COVER SHEET
2	G-002	GENERAL NOTES
3	G-003	ABBREVIATIONS & LEGEND
4	G-004	CROSS REFERENCE SHEET
5	C-101	DEMO PLAN
6	C-102	DEMO PLAN
7	C-201	SITE PLAN
8	C-301	GRADING PLAN
9	C-302	GRADING PLAN
10	DT-501	DETAILS
11	DT-502	DETAILS

PREPARED BY

CivilScience
1453 S DIXIE DRIVE, STE 150
ST. GEORGE, UT 84770
435.986.0100

OWNER

KANAB UTAH
26 NORTH 100 EAST
KANAB, UT 84741
435.644.2534

PROJECT ENGINEER
STEPHEN SELU, P.E.

PROJECT MANAGER
CODY HOWICK, P.E.

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

CivilScience
1453 S. Dixie Drive, Ste. 150
St. George, UT 84770
435.986.0100

KANAB UTAH

PRELIMINARY NOT FOR CONSTRUCTION

JACOB HAMBLIN PARK EXPANSION
KANAB, UT

BASIS OF DRAWINGS
THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF SERVICE, IS THE PROPERTY OF CIVIL SCIENCE, INC. AND IS NOT TO BE USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT OR EXTENSION OF THIS PROJECT EXCEPT BY WRITTEN AGREEMENT WITH CIVIL SCIENCE, INC.

REVISIONS

MARK	DATE	DESCRIPTION
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----	----	----
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PROJECT NO:	25294
DATE:	JUNE, 2025
DESIGN BY:	CJC
CHECKED BY:	SAS
SHEET TITLE	

COVER SHEET

G-001

PRELIMINARY 90%

FILENAME: I:\Utah\Projects\active 2025\25294\20 - kanab city\jacob hamblin park expansion\700 - cad\sheet_files\25294-G-001.dwg - PLOTTED: 6/30/25 - DATE: 6/11/2025 10:58 AM

GENERAL NOTES

1. STANDARD DRAWINGS & SPECIFICATIONS: ALL CONSTRUCTION SHALL CONFORM TO APWA MANUAL OF STANDARD PLANS AND APWA MANUAL OF STANDARD SPECIFICATIONS, LATEST EDITION UNLESS SPECIFIED OTHERWISE.
2. PROPERTY & CONSTRUCTION LIMITS: ALL CONSTRUCTION WORK INCLUDING VEHICLES, EQUIPMENT, MATERIALS, ETC. SHALL BE KEPT WITHIN EXISTING RIGHT-OF-WAY AND EASEMENTS OF THE PROJECT BOUNDARIES. CONSTRUCTION IS INTENDED TO BE WITHIN ROADWAY RIGHT-OF-WAY OR EASEMENTS. ANY WORK BEYOND CONSTRUCTION LIMITS IS TO BE APPROVED BY OWNER OR ENGINEER'S REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN WRITTEN RIGHT OF INGRESS AND EGRESS SHOULD THEY VENTURE ONTO PRIVATE PROPERTY WHICH IS NOT INCLUDED IN ACQUIRED RIGHTS-OF-WAY AND EASEMENTS.
3. EXISTING IMPROVEMENTS: CONTRACTOR SHALL TAKE NECESSARY MEASURES TO PRESERVE AND PROTECT EXISTING STRUCTURES, WALLS, DRIVEWAYS, TRAFFIC SIGNS, WATERWAYS, FENCES, LANDSCAPING, TREES, RIPRAP, DITCHES, ASPHALT AND CONCRETE TRAILS, CURB AND GUTTER, MAILBOXES, SIDEWALK, AND OTHER IMPROVEMENTS. ANY SUCH IMPROVEMENTS REMOVED OR DAMAGED BY CONTRACTOR'S ACTIVITY SHALL BE REPLACED OR REPAIRED TO ORIGINAL OR BETTER CONDITION ACCORDING TO THE SPECIFICATIONS OF THE GOVERNMENTAL ENTITY HAVING JURISDICTION, AT THE SOLE EXPENSE OF THE CONTRACTOR.
4. TESTING: THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED INSPECTION AND TESTING. WORK CONCEALED WITHOUT THE REQUIRED INSPECTION OR TESTING SHALL BE SUBJECT TO EXPOSURE AT THE CONTRACTOR'S SOLE EXPENSE.
5. NON-CONFORMING WORK: WORK PERFORMED WHICH IS NOT IN CONFORMANCE WITH THE DRAWINGS AND/OR SPECIFICATIONS OR WITHOUT OWNER OR ENGINEER REPRESENTATIVE'S APPROVAL SHALL BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S SOLE EXPENSE.
6. OSHA COMPLIANCE: IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL OSHA REGULATIONS AND STANDARDS ARE COMPLIED WITH ON THE PROJECT SITE DURING THE CONSTRUCTION PERIOD.
7. EPA COMPLIANCE: THE CONTRACTOR SHALL MEET ALL DEPARTMENT OF ENVIRONMENTAL QUALITY AND U.S. EPA REQUIREMENTS.
8. CONSTRUCTION ACTIVITIES: IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PERFORM CONSTRUCTION ACTIVITIES PER THE CONTRACT DOCUMENTS. ANY ADDITIONS, DELETIONS, OR MODIFICATIONS SHALL FIRST MEET WITH THE WRITTEN APPROVAL OF THE OWNER OR ENGINEER'S REPRESENTATIVE.
9. SETTLEMENT: CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY SETTLEMENT OF EXCAVATIONS, AND ANY DAMAGE OF UTILITIES RESULTING FROM SETTLEMENT.
10. SURVEY MONUMENTS: CONTRACTOR SHALL NOT DESTROY, REMOVE, OR DISTURB ANY EXISTING SURVEY MONUMENTS WITHOUT AUTHORIZATION OF CONTROLLING AGENCY. NO PAVEMENT CUTTING OR REMOVAL SHALL BEGIN UNTIL ALL SURVEY MARKERS OR MONUMENT POINTS THAT HAVE THE POTENTIAL OF BEING DISTURBED BY THE CONSTRUCTION OPERATIONS HAVE BEEN PROPERLY REFERENCED BY A REGISTERED LAND SURVEYOR. ALL SURVEY MONUMENTS OR POINTS DISTURBED BY THE CONTRACTOR SHALL BE ACCURATELY RESET BY A REGISTERED LAND SURVEYOR AFTER ALL RESTORATION AND RESURFACING HAS BEEN COMPLETED.
11. LANDSCAPE RESTORATION: CONTRACTOR SHALL STRIP, STOCKPILE, AND REPLACE EXISTING TOP SOIL (MINIMUM TOP 12 INCHES OF MATERIAL) WITHIN THE TRENCH CUT. CONTRACTOR SHALL GRADE AND RESTORE GROUND MATCHING OR EXCEEDING ORIGINAL LANDSCAPING CONDITIONS. THIS INCLUDES, BUT NOT LIMITED TO: TOPSOIL, GRASS, TREES, CONCRETE TRAIL, BOLLARDS, SPRINKLERS AND LANDSCAPE ROCKS, BARK AND VEGETATION. COORDINATE WITH OWNER ON LANDSCAPING PRIOR TO RESTORATION.
12. DISCREPANCIES, OMISSIONS AND CONFLICTS: THE CONTRACTOR SHALL NOTIFY THE OWNER OR ENGINEER'S REPRESENTATIVE OF ANY DISCREPANCIES, OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE DRAWINGS AND/OR SPECIFICATIONS BEFORE PROCEEDING WITH RELATED WORK.
13. CONSTRUCTION TIMELINE: THE CONTRACTOR RECOGNIZES THAT TIME IS OF THE ESSENCE WITH THIS PROJECT AND SHALL SELECT AND UTILIZE LABOR, EQUIPMENT, AND MATERIALS THAT MINIMIZE THE CONSTRUCTION TIMELINE. THE CONTRACTOR SHALL ALSO REGULARLY APPRISE THE OWNER OR ENGINEER'S REPRESENTATIVE OF THE ELEMENTS REQUIRING LONG LEAD, INSTALLATION OR CURE TIMES.
14. PRE-CONSTRUCTION DOCUMENTATION: PRIOR TO CONSTRUCTION, THE CONTRACTOR IS REQUIRED TO DOCUMENT WITH DIGITAL PHOTOGRAPH OR VIDEO THE EXISTING DRIVEWAYS, WALL, FENCES, SIDEWALKS, LANDSCAPING AND ALL OTHER ELEMENTS THAT WILL BE DISTURBED BY CONSTRUCTION. THE DOCUMENTATION MUST BE PROVIDED UPON THE REQUEST OF THE OWNER OR ENGINEER'S REPRESENTATIVE.
15. INCIDENTAL WORK: WORK INTENDED BY THE DRAWINGS AND SPECIFICATIONS, BUT NOT SPECIFICALLY IDENTIFIED IN A PARTICULAR BID ITEM SHALL BE CONSIDERED INCIDENTAL TO THE OTHER BID ITEMS.
16. LEGAL DISPOSAL: ANY DEBRIS RESULTING FROM THE PROJECT IS TO BE DISPOSED OF BY THE CONTRACTOR. THE CONTRACTOR SHALL MAKE ARRANGEMENTS FOR DISPOSAL SITES AT WHICH DEBRIS MAY BE LAWFULLY WASTED.

UTILITY NOTES

1. EXISTING UTILITIES: UTILITIES SHOWN ON THE DRAWINGS ARE BASED ON THE BEST AVAILABLE INFORMATION PROVIDED BY OTHERS, AND SHOULD BE CONSIDERED APPROXIMATE AND FOR GENERAL INFORMATION ONLY. CONTRACTOR IS RESPONSIBLE TO LOCATE AND PROTECT ALL UTILITIES IN THE PROJECT AREA, INCLUDING THOSE THAT MAY NOT BE SHOWN OR THAT MAY BE SHOWN INCORRECTLY. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE REPAIR OF ANY UTILITY DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS. RELOCATIONS AND/OR REPLACEMENTS OF EXISTING UTILITIES SHALL BE COORDINATED BY THE CONTRACTOR WITH THE UTILITY OWNER. CONTRACTOR SHALL CONTACT, SCHEDULE, AND ESTABLISH UTILITY SHUT DOWN TIMES AND DETERMINE THE RELOCATION AND/OR REPLACEMENT REQUIREMENTS OF EXISTING UTILITIES PRIOR TO THE START OF ANY WORK.

UTILITY CONFLICT INFORMATION

UTILITY COMPANY	CONTACT NAME	UTILITY	TELEPHONE
KANAB CITY	JAKE DUTTON	ELECTRIC, SEWER & WATER	435-899-9573
KANE COUNTY WATER CONSERVANCY	MARK FISHER	IRRIGATION & CULINARY WATER	435-644-3997
SOUTH CENTRAL UTAH TELEPHONE	BRIAN STOWE	CATV, FIBER OPTICS & PHONE	435-676-0509
GARKANE ENERGY COOPERATIVE	JUSTIN MILLER	ELECTRIC	435-676-3023

2. UTILITY FIELD VERIFICATION: CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND INVERT ELEVATIONS OF EXISTING MANHOLES, PIPE SIZES AND OTHER UTILITIES BEFORE CONSTRUCTING ANY NEW SEWER, WATER, STORM DRAIN OR OTHER UTILITY LINES. REPORT ANY DISCREPANCIES BETWEEN EXPECTED LOCATION AND ACTUAL LOCATION TO THE OWNER OR ENGINEER'S REPRESENTATIVE IMMEDIATELY.
3. ALIGNMENT & DEPTH: LAY PIPE TO DEPTH OR SPECIFIC SLOPE AND ALONG HORIZONTAL ALIGNMENT AS DEFINED IN THESE DRAWINGS. CONTRACTOR SHALL NOT DEVIATE FROM PROPOSED ALIGNMENT OR DEPTH. GRAVITY PIPE INSTALLATION SHALL REQUIRE LASER GRADE LINE BE USED AND WILL BE CHECKED PRIOR TO ANY PIPE ACCEPTANCE.
4. UTILITY IMPACTS: AVOID EXISTING UTILITIES WHERE POSSIBLE. WHERE IMPACTS TO UTILITIES ARE EXPECTED OR ENCOUNTERED, COORDINATED RELATED CONSTRUCTION ACTIVES AND REQUIRED UTILITY MODIFICATION WITH UTILITY OWNERS AND OWNER OR ENGINEER'S REPRESENTATIVE. THE CONTRACTOR SHALL INFORM AND COORDINATED PLANNED PROJECT CONSTRUCTION WITH ALL UTILITY OWNERS WITHIN PROJECT AREA PRIOR TO CONSTRUCTION.
5. FLOW DIVERSION: CONTRACTOR WILL BE REQUIRED TO DIVERT WATER OR WASTEWATER OF EXISTING FLOWS FOR FULL DURATION OF PROJECT.
6. UTILITY SHUTDOWN: ALL UTILITY SHUTDOWNS REQUIRE AT LEAST 72 HOURS IN ADVANCE OR AS REQUIRED BY UTILITY COMPANY.
7. TRENCH OPERATIONS: CONTRACTOR IS SOLELY RESPONSIBLE FOR CONFORMANCE WITH LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES. CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF THE PUBLIC AND PROTECTION OF PERSONNEL AND WORKERS. TRENCH SUPPORTS AND DEWATERING SHALL BE RESPONSIBILITY OF THE CONTRACTOR. MAXIMUM OPEN TRENCH DURING WORK HOURS SHALL BE 200 FEET AND ALL TRENCHES SHALL BE BACKFILLED AND/OR PLATED DURING NON-WORKING HOURS.
8. POT HOLING: CONTRACTOR SHALL VERIFY THE EXACT LOCATION, SIZE, TYPE, AND ELEVATION OF ALL UTILITIES PRIOR TO CONSTRUCTION BY POT HOLING.
9. NEW PIPE PROTECTION: CONTRACTOR SHALL IMPLEMENT MEASURES DURING CONSTRUCTION THAT WILL PREVENT RUNOFF, DEBRIS AND SEDIMENT FROM ENTERING UNFINISHED PORTIONS OF THE NEW PIPE DURING CONSTRUCTION.
10. DEWATERING: GROUND WATER AND SURFACE WATER CONTROL SHALL BE PERFORMED AND RESPONSIBLY HANDLED BY THE CONTRACTOR ACCORDING TO, AND IN COMPLIANCE WITH, ALL LOCAL GOVERNING AUTHORITIES. HEAVY GROUND WATER AND/OR SURFACE WATER PUMPING MAY BE REQUIRED. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE POTENTIAL PUMPING NEEDS. THE CONTRACTOR SHALL NOT RELY ON OWNER SUPPLIED PROCTOR, GROUND WATER AND/OR SURFACE WATER DATA. CONTRACTOR SHALL OBTAIN DEWATERING PERMIT AS NECESSARY.
11. MATERIAL CONDITION: INSTALL ALL MATERIALS ACCORDING TO MANUFACTURER RECOMMENDATIONS AND STATE AND LOCAL REQUIREMENTS. USE ONLY NEW AND UNUSED MATERIALS. ALL MATERIALS SHALL BE PROVIDED BY MANUFACTURERS REGULARLY ENGAGED IN PRODUCING SAID ITEMS, AND WHICH SHALL BE FIRST QUALITY, HEAVY DUTY, COMMERCIAL/INDUSTRIAL GRADE, SUITABLE FOR THE INTENDED USE.

WATER NOTES

1. CONTRACTOR SHALL PROVIDE ANY ADDITIONAL TEMPORARY BLOW OFF VALVES & FITTINGS AS NEEDED TO FLUSH AND DISINFECT NEW WATERLINES. THE CONTRACTOR SHALL PROVIDE DISINFECTION PLAN TO THE OWNER OR ENGINEER'S REPRESENTATIVE FOR APPROVAL BEFORE BEGINNING CONSTRUCTION.
2. WATERLINE SHALL BE MINIMUM SLOPE OF 0.5%, UNLESS INDICATED OTHERWISE, WITH NO LOCAL HIGH POINTS EXCEPT AS INDICATED ON THE DRAWINGS.
3. DEFLECTIONS IN PIPE JOINTS SHALL NOT EXCEED 5 DEGREES FOR DI PIPE, OR MANUFACTURER'S PUBLISHED DEFLECTIONS, WHICHEVER IS SMALLER.
4. USE JOINT RESTRAINT AT ALL BENDS, FITTINGS, VALVES, ETC. THRUST RESTRAINTS ARE REQUIRED FOR ALL BURIED FITTINGS.
5. ALL DUCTILE IRON PIPE AND ALL COMPRESSION COUPLINGS, MECHANICAL JOINTS, FLANGED JOINTS, VALVES, HYDRANTS AND FITTINGS INCLUDING TEES, WYES, ELBOWS, PLUGS, ETC. EXPOSED TO SOIL SHALL BE WRAPPED WITH 8 MIL THICK POLYETHYLENE FILM TUBE. ALL FITTINGS, VALVES AND EXPOSED NUTS & BOLTS SHALL BE LIBERALLY COATED WITH FM GREASE PRIOR TO WRAPPING. THE FILM SHALL BE HELD IN PLACE BY 2-INCH WIDE PLASTIC BACKED ADHESIVE TAPE EQUAL TO POLYKEN NO. 900 OR SCOTCHRAP NO. 50. THE TAPE SHALL BE INSTALLED TO TIGHTLY SECURE THE FILM TO THE PIPE. ENOUGH FILM SHALL BE USED TO OVERLAP ADJOINING SECTIONS OF FILM A MINIMUM OF ONE (1) FOOT.
6. VALVES SHALL BE WRAPPED BY BRINGING THE WRAP ON THE ADJACENT PIPE OVER THE BELLS OR FLANGES OF THE VALVE AND SEALING WITH THE ADHESIVE TAPE. THE VALVE BODIES ARE THEN WRAPPED WITH A FLAT SHEET OF THE FILM PASSED UNDER THE VALVE BOTTOM AND BROUGHT UP AROUND THE BODY TO THE STEM AND FASTENED IN PLACE WITH THE ADHESIVE TAPE.
7. POLYETHYLENE WRAP SHALL BE PROTECTED FROM THE SUN AND WEATHERING PRIOR TO USE. CARE SHALL BE EXERCISED DURING BACK FILLING OF THE PROTECTED AREAS TO PREVENT PUNCTURING OF THE FILM.
8. ALL PVC WATER PIPE SHALL BE AWWA C-900 SDR-18 PC 235. ALL DUCTILE IRON PIPE SHALL BE CL350 MIN. ALL OTHER PIPE AND FITTINGS SHALL BE RATED TO 200 PSI MIN.
9. MINIMUM PIPE SEPARATION: MAINTAIN A MINIMUM 18" VERTICAL SEPARATION BETWEEN WATER LINES AND SEWER OR STORM DRAIN LINES. WHERE OWNER OR ENGINEER'S REPRESENTATIVE DETERMINES MECHANICAL COMPACTION CANNOT BE ADEQUATELY PERFORMED, CONTRACTOR SHALL BACKFILL TRENCH AREAS WHERE NEW WATER LINES CROSS OVER EXISTING BURIED UTILITIES WITH CEMENT TREATED FLOWABLE FILL. FOR EXISTING SEWER LINE CROSSINGS, CONTRACTOR SHALL COORDINATE WITH OWNER OR ENGINEER'S REPRESENTATIVE TO EITHER BACKFILL WITH CEMENT TREATED FLOWABLE FILL OR LOOP WATERLINE.
10. ABANDONED WATER PIPES SHALL HAVE INLETS AND OUTLETS SEALED WITH PIPE PLUGS AND GROUT.
11. CONTRACTOR SHALL PROTECT ADJACENT PRESSURE PIPELINES AND PROVIDE TEMPORARY THRUST RESTRAINT AS NECESSARY DURING CONSTRUCTION INCLUDING EXISTING VALVES, TEES, BENDS, ETC.
12. ALL EXISTING PUBLIC VALVES ARE TO BE OPERATED BY AUTHORIZED EMPLOYEES. GIVE PRIOR NOTICE TO OWNER OR ENGINEER'S REPRESENTATIVE BEFORE ANY WATERLINES REQUIRE SHUTOFF TO AVOID ANY AMBIGUITIES.

STORM DRAIN NOTES

1. CONTRACTOR WILL BE REQUIRED TO DIVERT WATER OF EXISTING STORM DRAIN FLOWS FOR FULL DURATION OF PROJECT.

POWER NOTES

1. CONTRACTOR SHALL COMPLY WITH SAFETY REQUIREMENTS FOR OPERATING CONSTRUCTION EQUIPMENT AND CONSTRUCTION ACTIVITIES BENEATH HIGH VOLTAGE POWER LINES.

FIRE NOTES

1. IF DURING CONSTRUCTION IT BECOMES NECESSARY TO CLOSE ANY CONTROL VALVE OR PLACE A HYDRANT OUT OF SERVICE, THE OWNER OR ENGINEER'S REPRESENTATIVE SHALL BE NOTIFIED.
2. UNOBSTRUCTED ACCESS TO FIRE HYDRANTS SHALL BE MAINTAINED AT ALL TIMES. THE FIRE DEPARTMENT SHALL NOT BE DETERRED OR HINDERED FROM GAINING IMMEDIATE ACCESS TO FIRE PROTECTION EQUIPMENT OR FIRE HYDRANT.

ROADWAY & TRAFFIC CONTROL NOTES

1. CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLAN AND ALL SIGNING BARRICADES AND TRAFFIC DELINEATION SHALL CONFORM TO THE PROJECT SPECIFICATIONS AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES - CURRENT EDITION. ALL TRAFFIC CONTROL PLANS ARE TO BE APPROVED BY OWNER OR ENGINEER'S REPRESENTATIVE PRIOR TO TRAFFIC CONTROL IMPLEMENTATION. PROVIDE A MINIMUM OF ONE WEEK FOR TRAFFIC CONTROL REVIEW AND APPROVAL.
2. ALL LOCAL CITIES, COUNTIES, EMERGENCY SERVICES (I.E. HOSPITALS), SCHOOL DISTRICTS, AND PROPERTY OWNERS SHALL BE NOTIFIED OF LANE LIMITATION AND/OR ROAD CLOSURES 14 DYAS PRIOR TO COMMENCEMENT OF LIMITATION OR CLOSURE. CENTRAL DISPATCH OF EACH IMPACTED AGENCY AND ADJOINING ENTITIES SHALL RECEIVE NOTIFICATION.
3. BASE COURSE MATERIAL SHALL NOT BE PLACED ON THE SUBGRADE UNTIL SUBGRADE REQUIREMENTS HAVE BEEN COMPLETED AND ACCEPTED BY THE OWNER OR ENGINEER'S REPRESENTATIVE.
4. EXACT POINTS OF MATCHING, TERMINATION, OVERLAY AND PAVEMENT CUTTING MAY, WHERE APPLICABLE, MAY BE DETERMINED IN THE FIELD BY THE OWNER OR ENGINEER'S REPRESENTATIVE.
5. ALL GRINDING AND/OR EPOXY PATCHING OF DAMAGED OR INCORRECTLY INSTALLED ELEMENTS SHALL NOT BE PERMITTED. ALL REPAIRS SHALL BE MADE BY REPLACING WHOLE UNITS.
6. NO MATERIALS OR EQUIPMENT OF ANY KIND SHALL BE STORED OR STOCKPILED ON NEWLY PAVED ASPHALT OR CONCRETE SURFACES.
7. ALL NEW PAVEMENTS AND CONCRETE SURFACE SHALL BE SWEPT CLEAN AND DEBRIS PROPERLY DISPOSED OF AND ALL SURVEY MONUMENTS SHALL BE FULLY INSTALLED AS WELL AS ALL UTILITY ADJUSTMENTS MADE PRIOR TO THE OWNER OR ENGINEER'S REPRESENTATIVE RECOMMENDING FINAL ACCEPTANCE.

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JACOB HAMBLIN PARK EXPANSION

KANAB, UT

MARK	DATE	DESCRIPTION
		REVISIONS
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PROJECT NO:	25294
DATE:	JUNE, 2025
DESIGN BY:	CJC
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SHEET TITLE	

GENERAL NOTES

G-002

PRELIMINARY 90%

FILENAME I:\civil\Projects\active 2025\25294.00 - kanab city parks\hamblin park expansion\700 - cad\sheet_files\25294-G-002.dwg - PLOTTED: 6/18/25 - DATE:6/11/2025 10:56 AM

AC	ACRE	FG	FINISHED GRADE	RT	RIGHT
ACE	ARMY CORPS OF ENGINEERS	FH	FIRE HYDRANT	S.	SOUTH
AGGR	AGGREGATE	FIRM	FLOOD INSURANCE RATE MAP	SAN	SANITARY
ALT.	ALTERNATE	FL	FLOWLINE	SCH.	SCHEDULE
APPR.	APPROXIMATE	FM	FORCE MAIN	SD	STORM DRAIN
AR MH	AIR RELEASE MANHOLE	FO	FIBER OPTIC	SDR	STANDARD DIMENSION RATIO
ARV	AIR RELEASE VALVE	FS	FINISHED SURFACE	SF/SQ FT	SQUARE FEET
ASSY.	ASSEMBLY	FT	FOOT/FEET	SHT	SHEET
ASTM	AMERICAN SOCIETY FOR TESTING MATERIALS	GALV.	GALVANIZED	SIM.	SIMILAR
AVE	AVENUE	GB	GRADE BREAK	SS	SANITARY SEWER
BFV	BUTTERFLY VALVE	GR	GRATE	ST	STREET
BH	BORE HOLE	GV	GATE VALVE	STA	STATION
BITUM.	BITUMINOUS	HDPE	HIGH-DENSITY POLYETHYLENE	STD	STANDARD
BK	BACK	HMA	HOT MIX ASPHALT	SW	SIDEWALK
B.O.	BY OTHERS	HOR.	HORIZONTAL	SY/SQ YD	SQUARE YARD
BOA	BEGINNING OF ALIGNMENT	HP	HIGH POINT	TA	TOP OF ASPHALT
BOP	BEGINNING OF PROJECT	HYD.	HYDRANT	TBC	TOP BACK OF CURB
BSW	BACK OF SIDEWALK	IN.	INCH	TBR	TO BE REMOVED
BVC	BEGIN VERTICAL CURVE	I.D.	INSIDE DIAMETER	TC	TOP OF CONCRETE
BW	BOTTOM OF WALL	INV.	INVERT	TOP	TOP OF PIPE
C&G	CURB AND GUTTER	IRR.	IRRIGATION	TW	TOP OF WALL
CB	CATCH BASIN	INS.	INSERT	TYP.	TYPICAL
C-C	CENTER TO CENTER	LEN.	LENGTH	VAR.	VARIES
CE/L	CONSTRUCTION EASEMENT LINE	LF	LINEAR FEET	VERT.	VERTICAL
CF	CUBIC FEET	LP	LOW POINT	WAT.	WATER
CFS	CUBIC FEET PER SECOND	LT	LEFT	WL	WATER LINE
CI	CAST IRON	MAX	MAXIMUM		
CIP	CAST IRON PIPE	MFG.	MANUFACTURER		
CL	CENTERLINE	MH	MANHOLE		
CMP	CORRUGATED METAL PIPE	MIN.	MINIMUM		
CO	CLEANOUT	MJ	MECHANICAL JOINT		
COMM.	COMMUNICATION	N.	NORTH		
CONC.	CONCRETE	NO.	NUMBER		
CONST.	CONSTRUCTION	NTS	NOT TO SCALE		
CU	COPPER	O.C.	ON CENTER		
CY/CU YD	CUBIC YARD	O.D.	OUTSIDE DIAMETER		
DBL	DOUBLE	OH	OVERHEAD		
DI	DUCTILE IRON	OSHA	OCCUPATION SAFETY & HEALTH ADMIN.		
DIA/D	DIAMETER	PC	POINT OF CURVATURE		
DIP	DUCTILE IRON PIPE	PCC	POINT OF COMPOUND CURVATURE		
DR	DRIVE	PI	POINT OF INTERSECTION		
DRWY	DRIVEWAY	PL	PROPERTY LINE		
DWG	DRAWING	POLY	POLYETHYLENE		
E.	EAST	POT.	POTABLE		
EA.	EACH	PP	POWER POLE		
EG	EXISTING GRADE	PRC	POINT OF REVERSE CURVATURE		
EP/EOP	EDGE OF PAVEMENT	PRV	PRESSURE REDUCING VALVE		
ELEC.	ELECTRICAL	PSI	POUNDS PER SQUARE INCH		
EL/ELEV.	ELEVATION	PT	POINT OF TANGENCY		
ELOH	OVERHEAD ELECTRICAL	PVC	POLYVINYL CHLORIDE		
EOA	END OF ALIGNMENT	PVI	POINT OF VERTICAL INTERSECTION		
ESMT	EASEMENT	PUE	PUBLIC UTILITY EASEMENT		
EVC	END VERTICAL CURVE	RAD/R	RADIUS		
EX/EXIST.	EXISTING	RCP	REINFORCED CONCRETE PIPE		
EXT.	EXTENSION	REQ'D	REQUIRED		
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	ROW	RIGHT-OF-WAY		
FES	FLARED END SECTION	RR	RAILROAD		

LEGEND

EXISTING	PROPOSED	DESCRIPTION
9999	9999	MAJOR CONTOUR
9999	9999	MINOR CONTOUR
		CURB AND GUTTER
		EDGE OF PAVEMENT
		EDGE OF GRAVEL
		STREET CENTERLINE
		PROPERTY LINE
		LOT LINE
		SECTION LINE
		SECTION CORNER
R/W	R/W	RIGHT-OF-WAY LINE
		EASEMENT LINE
		FENCE
SAN	SAN	SANITARY SEWER LINE
SS SS	SS SS	SANITARY SEWER - FORCE
S	S	SANITARY SEWER MANHOLE
CO	CO	SANITARY SEWER CLEAN OUT
W W	W W	WATER LINE
		WATER TEE
		WATER VALVE
		WATER BEND (ANGLE NOTED)
		WATER STUB / CAP
		FIRE HYDRANT
W	W	WATER METER
W	W	WATER MANHOLE
PI	PI	PRESSURIZED IRRIGATION LINE
IRR	IRR	IRRIGATION LINE
		IRRIGATION TEE
IRR	IRR	IRRIGATION VALVE
		IRRIGATION BEND (ANGLE NOTED)
		IRRIGATION STUB / CAP
IRR	IRR	IRRIGATION METER
IRR	IRR	IRRIGATION MANHOLE
IRR	IRR	IRRIGATION BOX
SD	SD	STORM DRAIN PIPE
CP CP	CP CP	CULVERT WITH FLARED END SECTION
D	D	STORM DRAIN MANHOLE
		STORM DRAIN COMBO BOX

LEGEND

EXISTING	PROPOSED	DESCRIPTION
CI	CB	STORM DRAIN INLET/CATCH BASIN
D	D	JUNCTION STRUCTURE
UGE	UGE	BURIED ELECTRIC LINE
UGE	OHE	OVERHEAD ELECTRIC LINE
		POWER POLE
		GUY WIRE ANCHOR
E	E	ELECTRICAL EQUIPMENT
		ELECTRICAL TRANSFORMER
G	G	GAS LINE
G	G	GAS VALVE
G	G	GAS METER
T T T	T T T	BURIED TELEPHONE
COMM	COMM	OVERHEAD COMMUNICATIONS LINE
COMM	COMM	BURIED COMMUNICATIONS LINE
CATV	CATV	OVERHEAD CABLE TV
CATV	CATV	BURIED CABLE TV
FO	FO	BURIED FIBER OPTIC LINE
CP	CP	COMMUNICATIONS PEDESTAL
H	H	COMMUNICATIONS HANDHOLE
		GRADE TO DRAIN
	CUT FILL	EXTENTS OF GRADING
FD	FD	FIRE DEPARTMENT CONNECTION
		FIRE SPRINKLER RISER
		STREET LIGHT
		SIGN (SINGLE POLE, 2 OR MORE POLES)
		MAILBOX
		ASPHALT PAVEMENT
		CONCRETE FLATWORK
		UNTREATED BASE COURSE
		LANDSCAPE
		RIP-RAP
		UNDISTURBED EARTHWORK
		COMPACTED FILL EARTWORK
		FILTRATION BED
× 9990.35	+ 9990.35	SPOT ELEVATION
	A1 A-101 / A1 A-101	SECTION INDICATOR / DETAIL INDICATOR
	1	KEYNOTE INDICATOR
		DECIDUOUS SHRUBS & TREES / CONIFEROUS SHRUBS & TREES

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ABBREVIATIONS & LEGEND

G-003

3 OF 11

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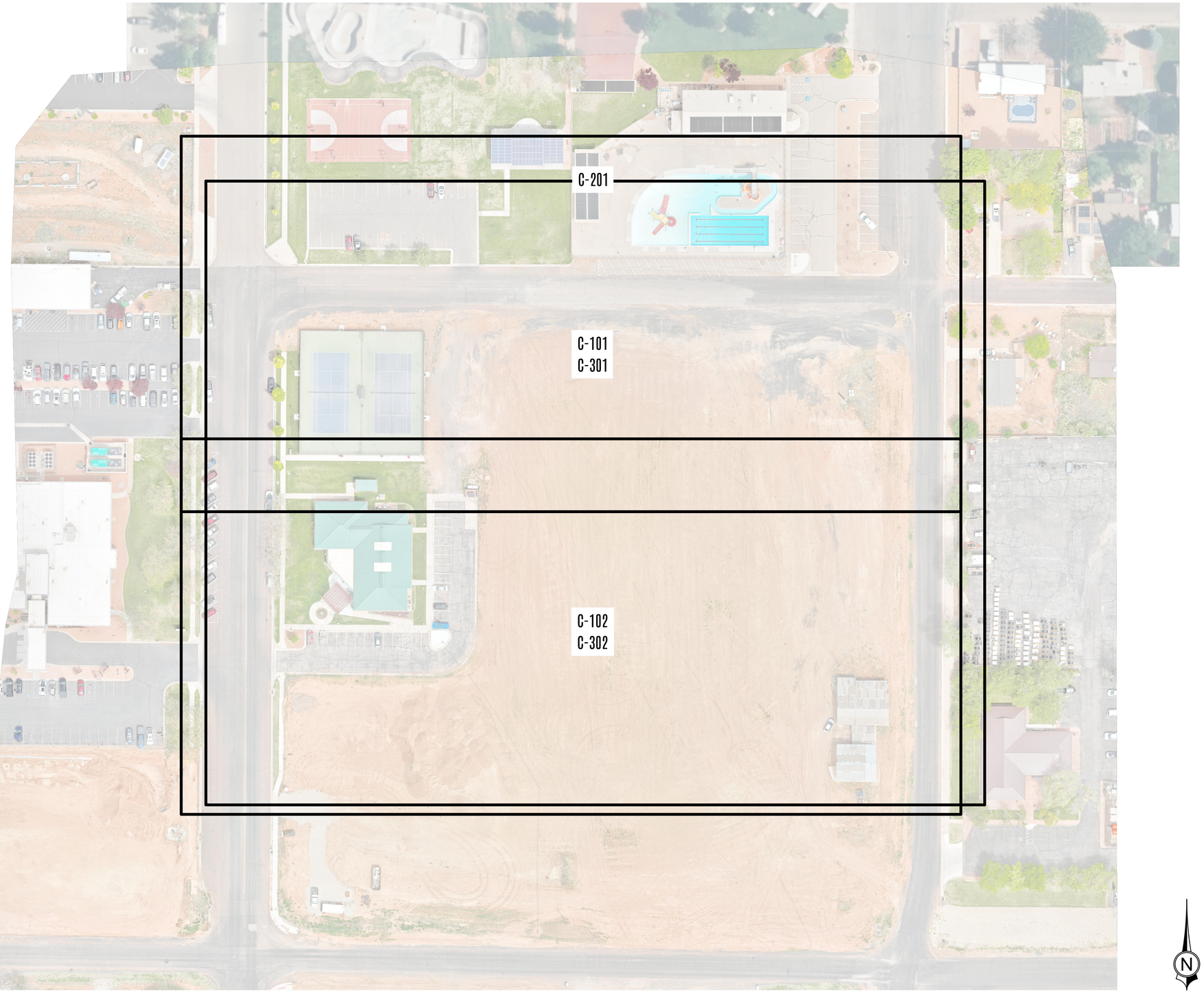

A SITE PLAN
SCALE: 1" = 50'

0 50' 100'

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CROSS REFERENCE SHEET

G-004

4 OF 11

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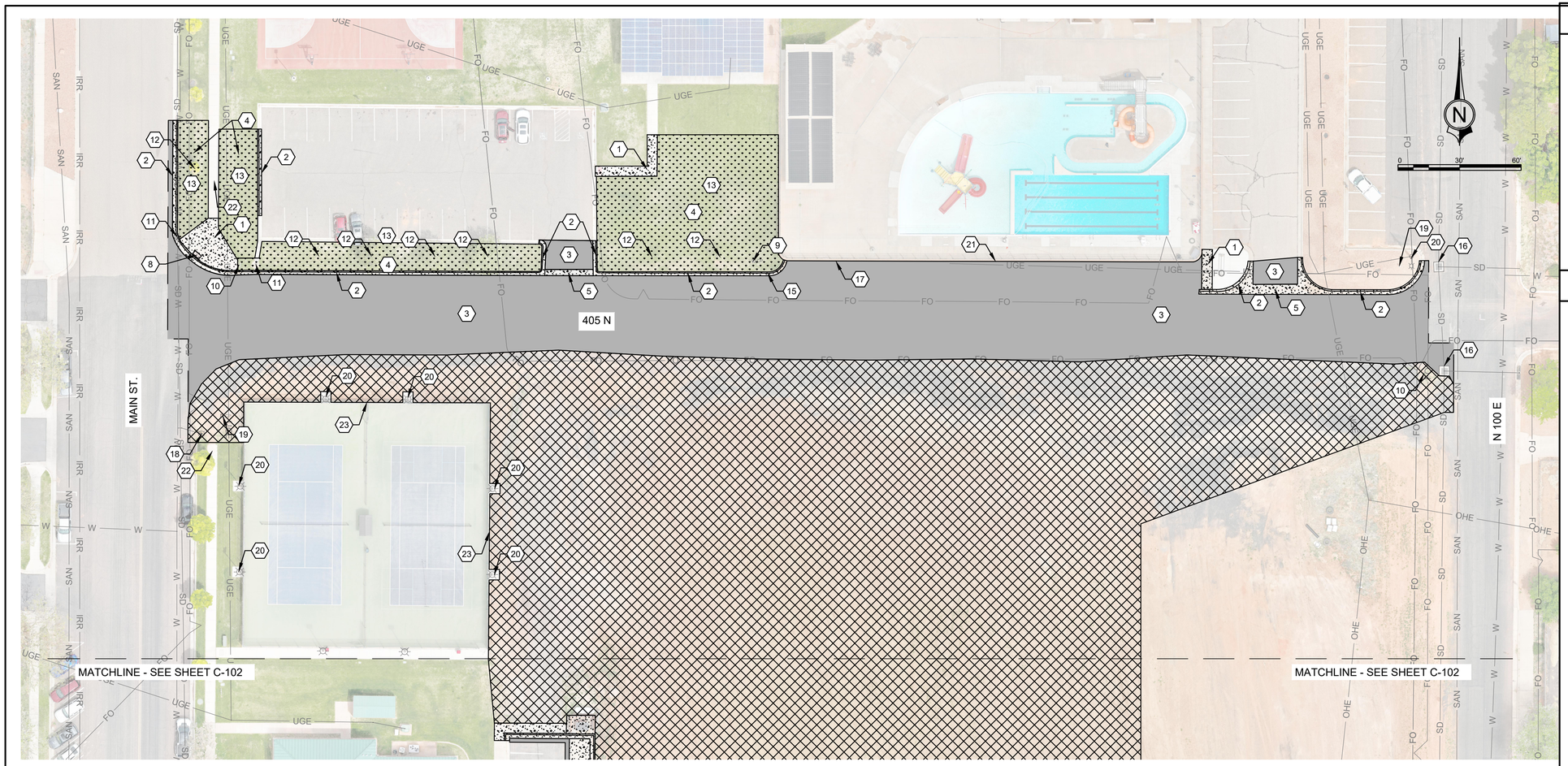

GENERAL SHEET NOTES

- ASPHALT PAVEMENT REMOVAL
- CONCRETE CURB AND GUTTER REMOVAL
- LANDSCAPING REMOVAL
- CLEAR AND GRUB EXISTING GROUND

SHEET KEYNOTES

1. REMOVE SIDEWALK
2. REMOVE CURB AND GUTTER
3. REMOVE ASPHALT PAVEMENT
4. REMOVE LANDSCAPING
5. REMOVE VALLEY GUTTERS
6. REMOVE AND RELOCATE TRASH ENCLOSURE
7. REMOVE AND RELOCATE PROPANE TANK
8. REMOVE ADA RAMP
9. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR NEW LOCATION
10. REMOVE AND RELOCATE EXISTING STOP SIGN
11. REMOVE STORM DRAIN INLET
12. REMOVE EXISTING TREE
13. CONTRACTOR TO RECONFIGURE EXISTING IRRIGATION SYSTEM
14. REMOVE REINFORCED CONCRETE PAD
15. REMOVE AND REPLACE LANDSCAPE DRAIN
16. PROTECT IN PLACE EXISTING STORM DRAIN INLET
17. PROTECT IN PLACE EXISTING POOL DRAIN
18. PROTECT IN PLACE EXISTING FIRE HYDRANT
19. PROTECT IN PLACE EXISTING UTILITY INFRASTRUCTURE
20. PROTECT IN PLACE EXISTING LIGHT POLE
21. PROTECT IN PLACE EXISTING RETAINING WALL
22. PROTECT IN PLACE EXISTING CONCRETE SIDEWALK
23. PROTECT IN PLACE EXISTING FENCE

Know what's below. Call before you dig.

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REVISIONS

PROJECT NO:	25294
DATE:	JUNE, 2025
DESIGN BY:	CJC
CHECKED BY:	SAS
SHEET TITLE	

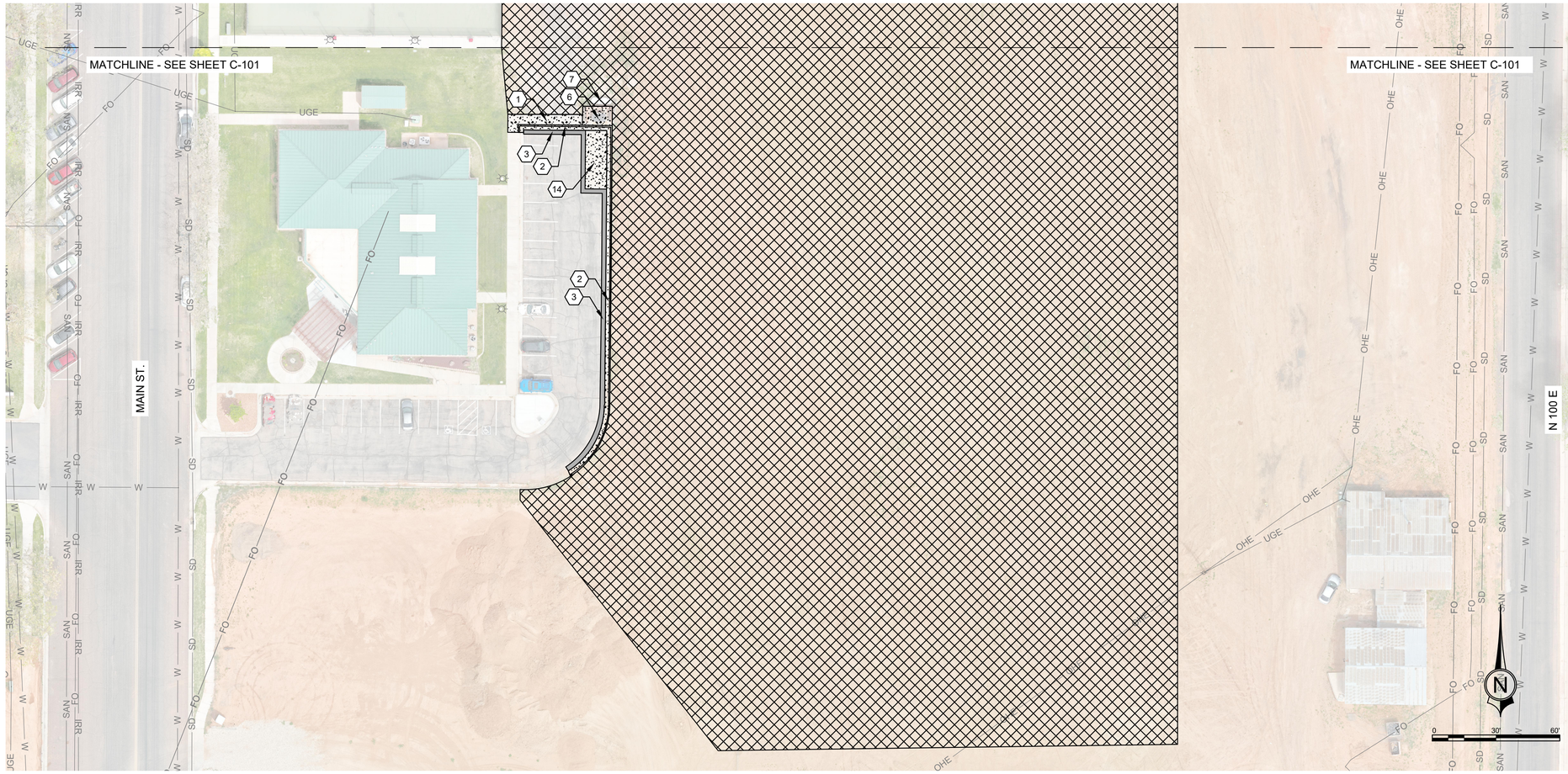
DEMOLITION PLAN

C-101

5 OF 11

PRELIMINARY 90%

FILENAME: I:\Jobs\Projects\active 2025\25294.00 - kanab city\cad\hamblin park expansion\700 - civil\sheet_files\25294-C-101.dwg - PLOTTED:6/5/$$$ - DATE:6/11/2025 10:38 AM



GENERAL SHEET NOTES

- ASPHALT PAVEMENT REMOVAL
- CONCRETE CURB AND GUTTER REMOVAL
- LANDSCAPING REMOVAL
- CLEAR AND GRUB EXISTING GROUND

SHEET KEYNOTES

1. REMOVE SIDEWALK
2. REMOVE CURB AND GUTTER
3. REMOVE ASPHALT PAVEMENT
4. REMOVE LANDSCAPING
5. REMOVE VALLEY GUTTERS
6. REMOVE AND RELOCATE TRASH ENCLOSURE
7. REMOVE AND RELOCATE PROPANE TANK
8. REMOVE ADA RAMP
9. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR NEW LOCATION
10. REMOVE AND RELOCATE EXISTING STOP SIGN
11. REMOVE STORM DRAIN INLET
12. REMOVE EXISTING TREE
13. CONTRACTOR TO RECONFIGURE EXISTING IRRIGATION SYSTEM
14. REMOVE REINFORCED CONCRETE PAD
15. REMOVE AND REPLACE LANDSCAPE DRAIN
16. PROTECT IN PLACE EXISTING STORM DRAIN INLET
17. PROTECT IN PLACE EXISTING POOL DRAIN
18. PROTECT IN PLACE EXISTING FIRE HYDRANT
19. PROTECT IN PLACE EXISTING UTILITY INFRASTRUCTURE
20. PROTECT IN PLACE EXISTING LIGHT POLE
21. PROTECT IN PLACE EXISTING RETAINING WALL
22. PROTECT IN PLACE EXISTING CONCRETE SIDEWALK
23. PROTECT IN PLACE EXISTING FENCE

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PROJECT NO:	25294
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SHEET TITLE	

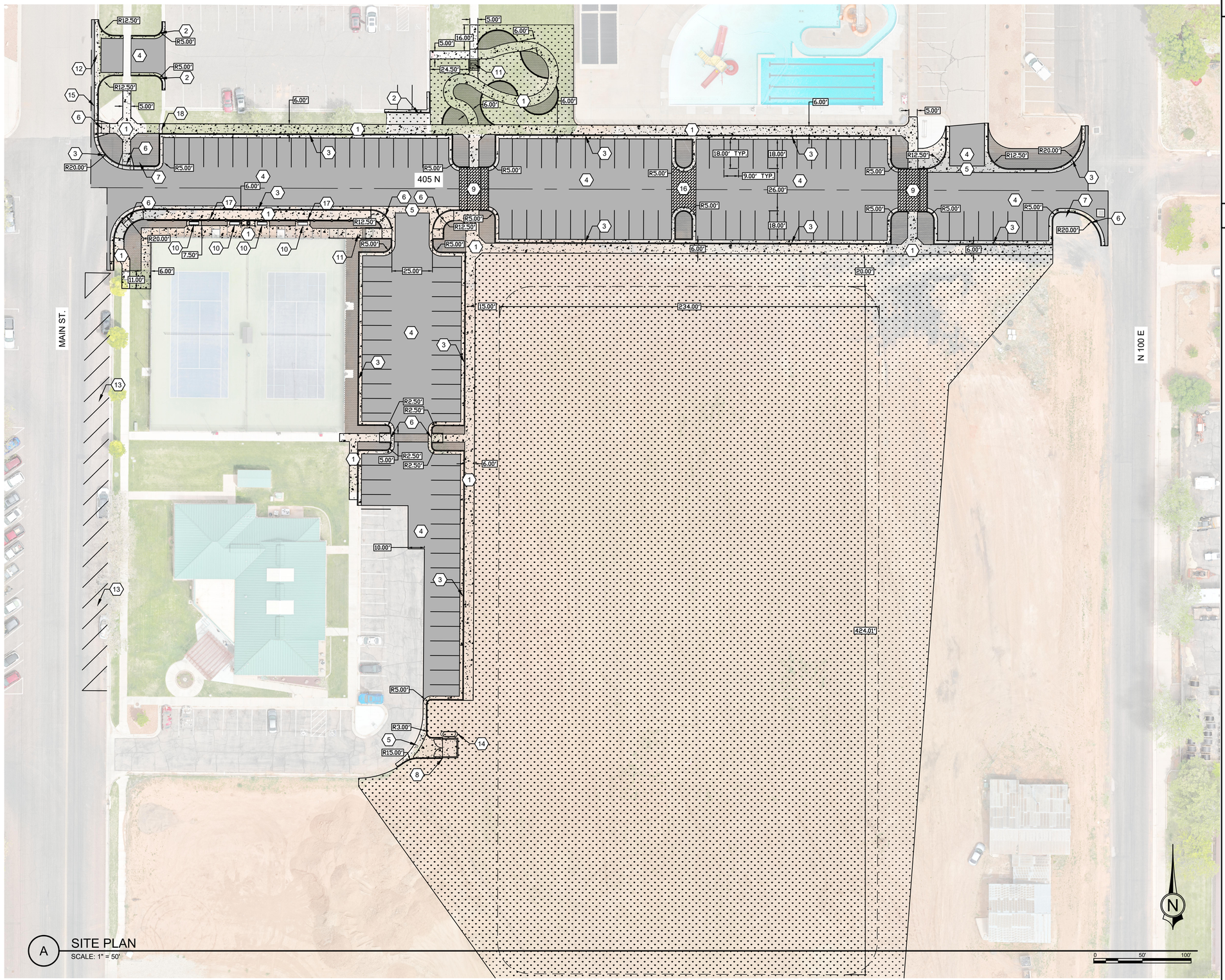
DEMOLITION PLAN

C-102

6 OF 11

PRELIMINARY 90%

FILENAME I:\Utah\Projects\active 2025\25294.01 - kanab city parks\kanab park expansion\700 - cad\sheet_files\25294-C-101.dwg - PLOTTED 4/2/[illegible] - DATE:6/11/2025 10:58 AM



GENERAL SHEET NOTES

- ASPHALT PAVEMENT
- CONCRETE CURB AND GUTTER
- LANDSCAPING
- STAMPED CONCRETE

SHEET KEYNOTES

1. SIDEWALK
2. 24" TYPE A CURB & GUTTER
3. TYPE HB30-7 CURB & GUTTER
4. ASPHALT PAVEMENT
5. CONCRETE VALLEY GUTTER
6. SIDEWALK RAMP
7. STOP SIGN
8. TRASH ENCLOSURE
9. RAISED CROSSWALK
10. BENCH
11. STAIRS WITH HANDRAIL
12. DRIVEWAY
13. FUTURE PARKING STALLS
14. PROPANE TANK
15. STORM DRAIN INLET
16. STAMPED COLORED CONCRETE
17. RETAINING WALL WITH DECORATIVE HANDRAIL. HANDRAIL TO BE COORDINATED WITH CITY
18. SIDEWALK DRAIN

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PROJECT NO:	25294
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SITE PLAN

C-201

7 OF 11

PRELIMINARY 90%

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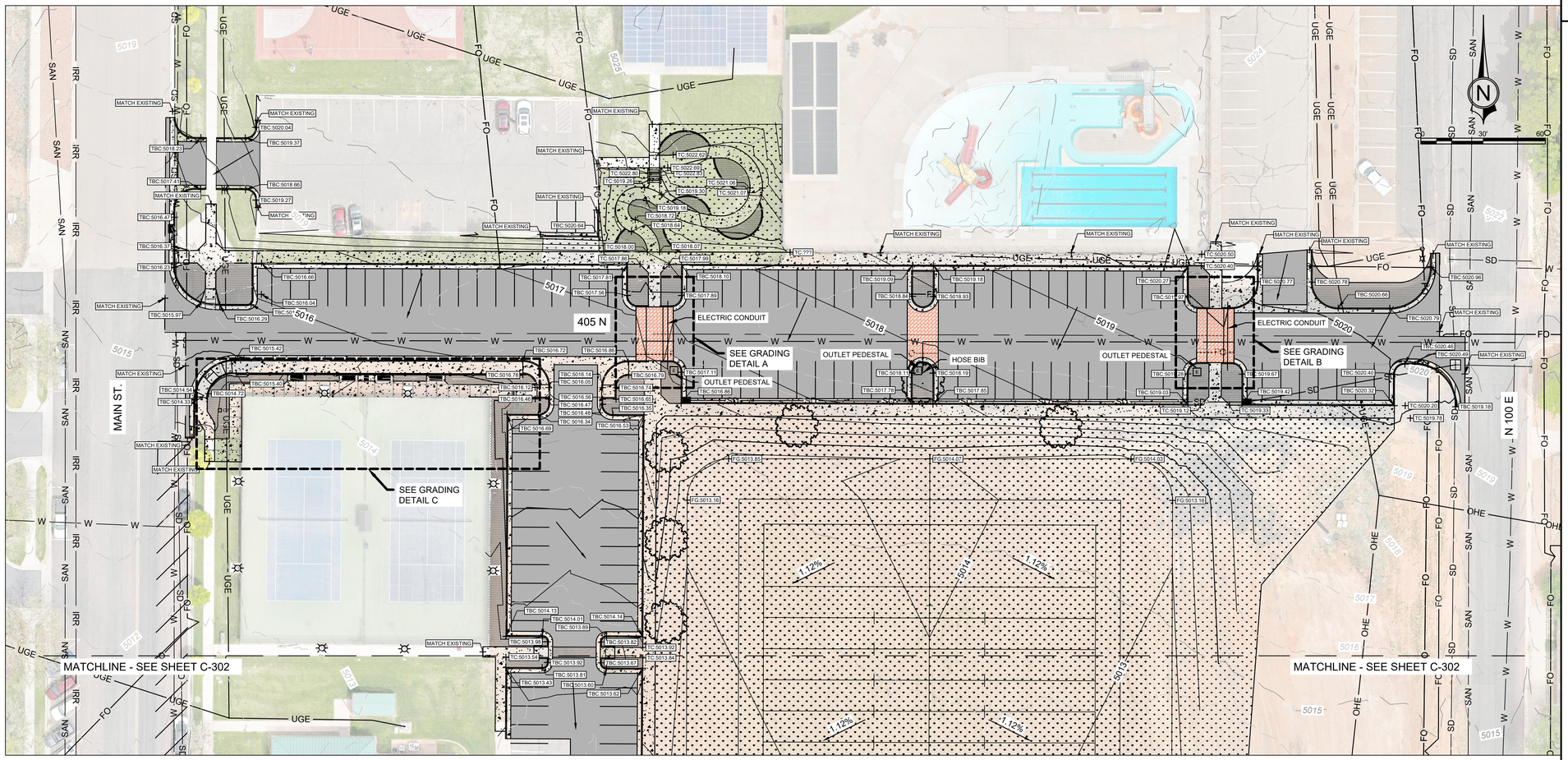
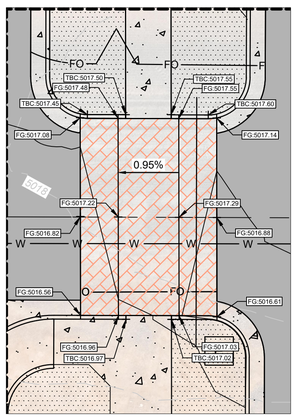
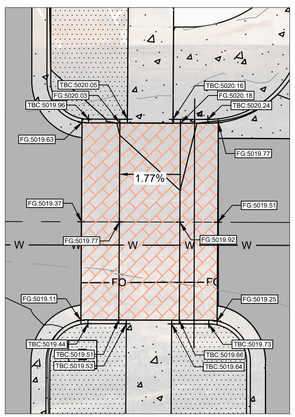
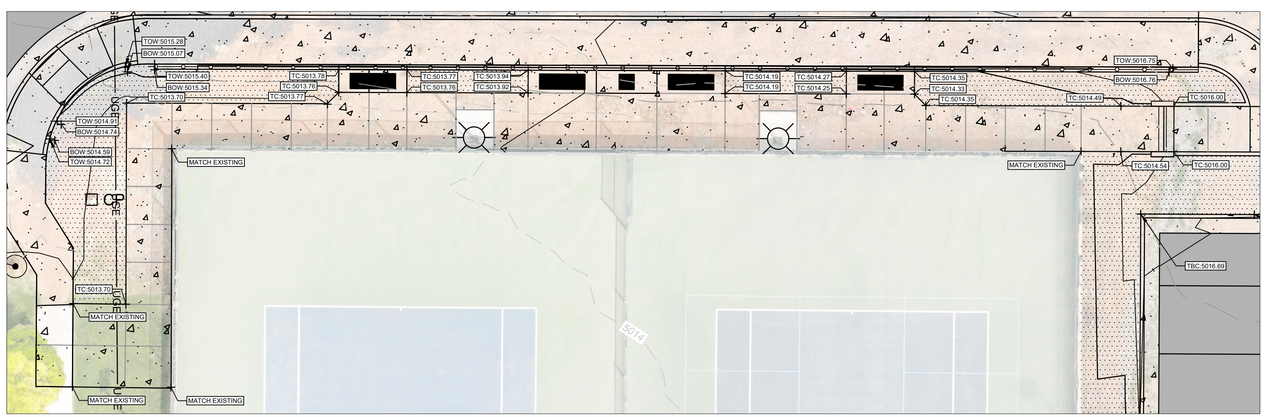




GRADING DETAIL A
SCALE: 1" = 10'



GRADING DETAIL B
SCALE: 1" = 10'



GRADING DETAIL C
SCALE: 1" = 10'

GENERAL SHEET NOTES

- ASPHALT PAVEMENT
- CONCRETE CURB AND GUTTER
- LANDSCAPING
- STAMPED CONCRETE

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PROJECT NO:	25294
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GRADING & UTILITY PLAN

C-301

8 OF 11

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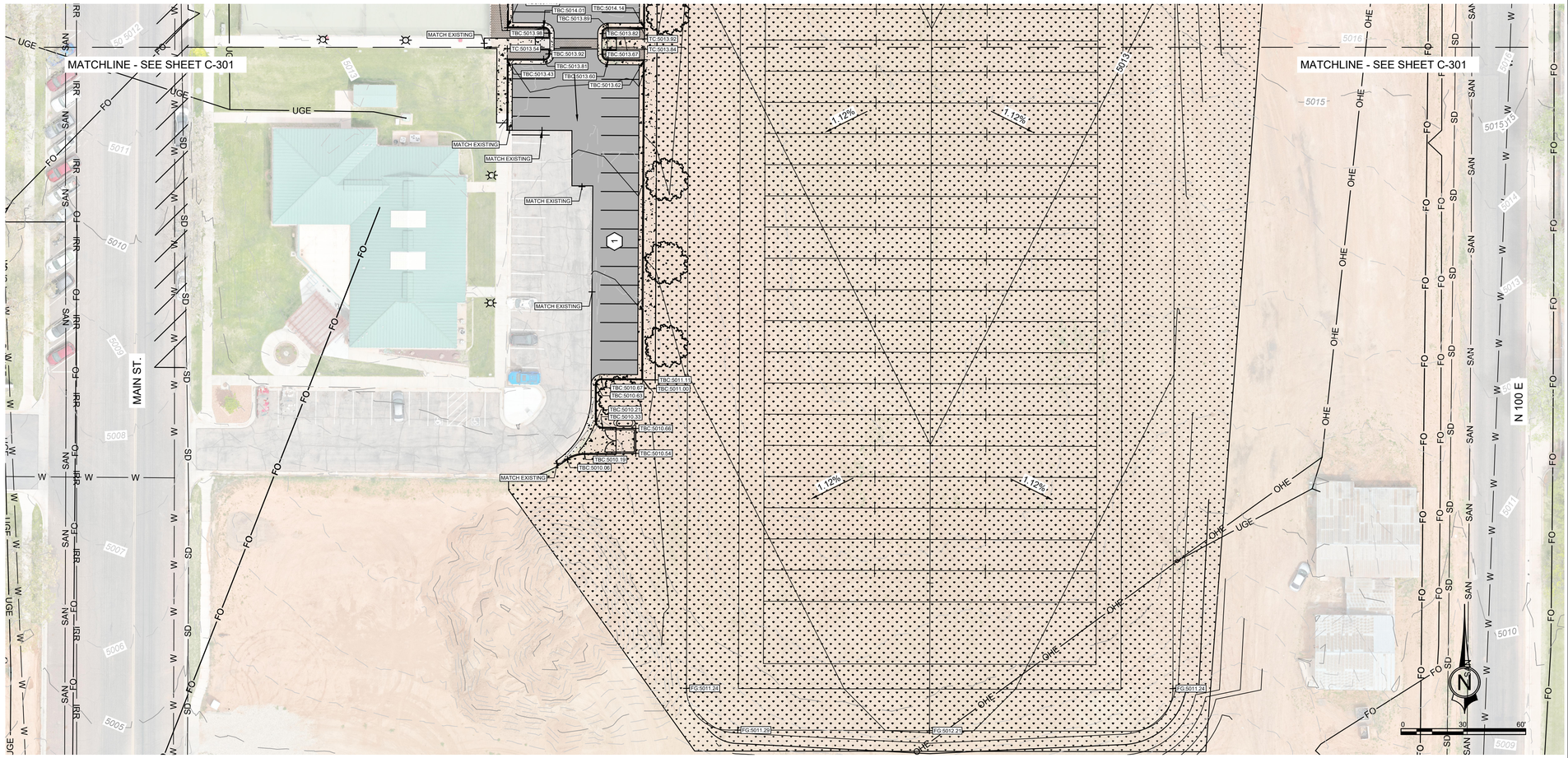

GENERAL SHEET NOTES

- ASPHALT PAVEMENT
- CONCRETE CURB AND GUTTER
- LANDSCAPING

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DATE:	JUNE, 2025
DESIGN BY:	CJC
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SHEET TITLE	

GRADING & UTILITY PLAN

C-302

9 OF 11

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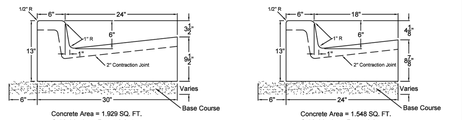
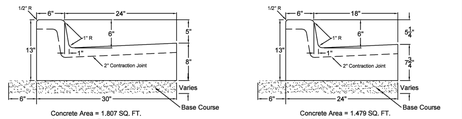


Concrete Area = 1.929 SQ. FT.
Cubic Yard per Foot = 0.0714

Type A - 30" Standard

Concrete Area = 1.548 SQ. FT.
Cubic Yard per Foot = 0.057

Type A - 24" Standard

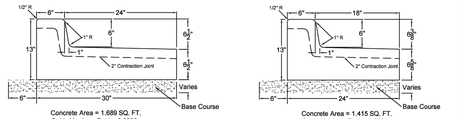


Concrete Area = 1.807 SQ. FT.
Cubic Yard per Foot = 0.0670

Type A - 30" ADA Access

Concrete Area = 1.479 SQ. FT.
Cubic Yard per Foot = 0.0548

Type A - 24" ADA Access



Concrete Area = 1.589 SQ. FT.
Cubic Yard per Foot = 0.0626

Type A - 30" Reverse Pan

Concrete Area = 1.415 SQ. FT.
Cubic Yard per Foot = 0.0524

Type A - 24" Reverse Pan

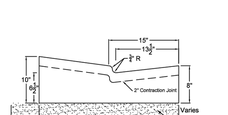
Backfill Behind Curb Before Paving Against Lip of Gutter

APWA AMERICAN PUBLIC WORKS ASSOCIATION

Type A Curb and Gutter

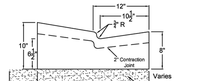
Plan **205.1**

Revised January 2025



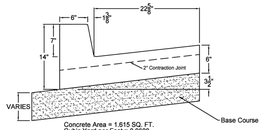
Concrete Area = 1.693 SQ. FT.
Cubic Yard per Foot = 0.0627

Type H - 30" Standard



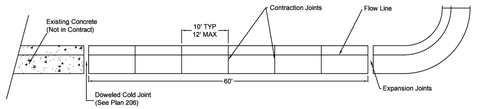
Concrete Area = 1.354 SQ. FT.
Cubic Yard per Foot = 0.0502

Type H - 24" Standard



Concrete Area = 1.615 SQ. FT.
Cubic Yard per Foot = 0.0600

Type HB30-7



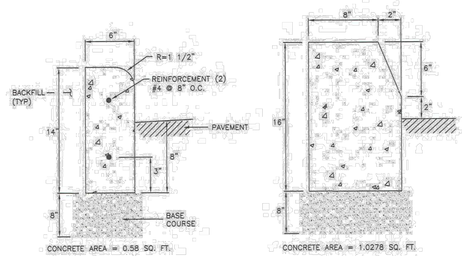
Backfill Behind Curb Before Paving Against Lip of Gutter

APWA AMERICAN PUBLIC WORKS ASSOCIATION

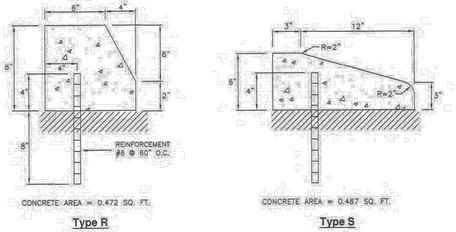
Type H Curb and Gutter

Plan **205.3**

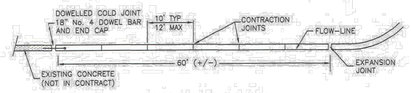
Revised January 2025



Type P **Type Q**



Type R **Type S**



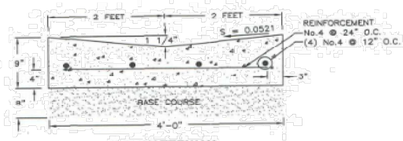
JOINT SPACING DETAIL

APWA Utah Chapter

Curbs

Plan **209**

November 2009



4'-0" WATERWAY

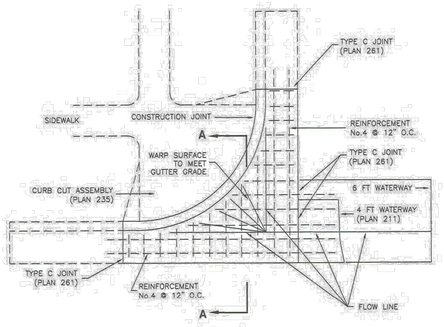
CONCRETE AREA = 2.583 SQ. FT.

APWA Utah Chapter

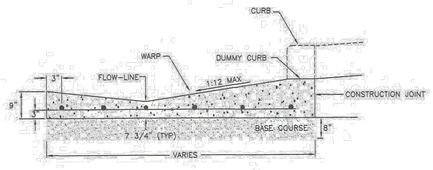
Waterway

Plan **211**

July 2011



PLAN



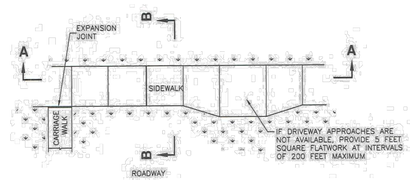
SECTION A-A

APWA Utah Chapter

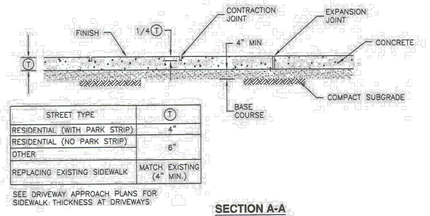
Waterway transition structure

Plan **213**

May 2005



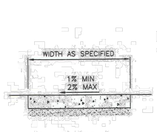
PLAN



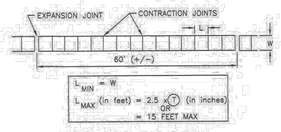
STREET TYPE	T
RESIDENTIAL (WITH PARK STRIP)	4"
RESIDENTIAL (NO PARK STRIP)	6"
OTHER	
REPLACING EXISTING SIDEWALK	MATCH EXISTING (4" MIN.)

SEE DRIVEWAY APPROACH PLANS FOR SIDEWALK THICKNESS AT DRIVEWAYS

SECTION A-A



SECTION B-B



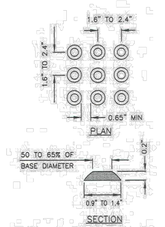
SIDEWALK JOINT DETAIL

APWA Utah Chapter

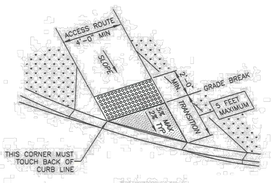
Sidewalk

Plan **231**

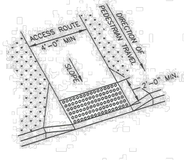
March 2009



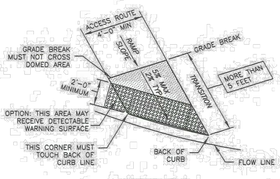
TRUNCATED DOME DETAIL



TRANSITION 1

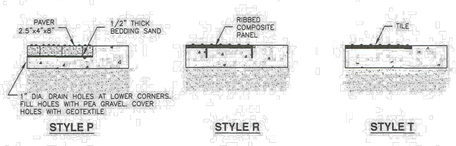


PERPENDICULAR ASSEMBLY



TRANSITION 2

NON-PERPENDICULAR ASSEMBLY



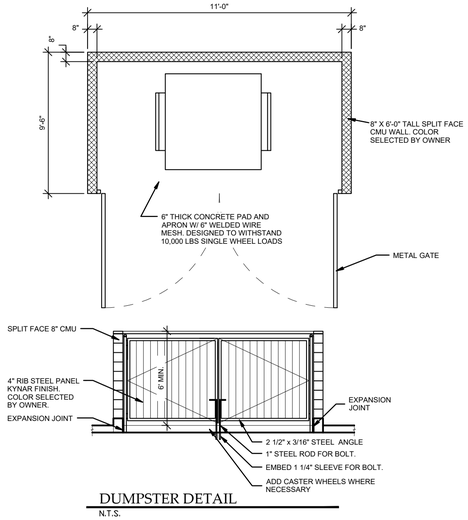
STYLE P **STYLE R** **STYLE T**

APWA Utah Chapter

Detectable warning surface

Plan **238**

July 2011



DUMPSTER DETAIL
N.T.S.

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KANAB, UT

STEVE E. SWENSON
CERTIFIED ENGINEER
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PROJECT NO:	25294
DATE:	JUNE, 2025
DESIGN BY:	CJC
CHECKED BY:	SAS
SHEET TITLE	

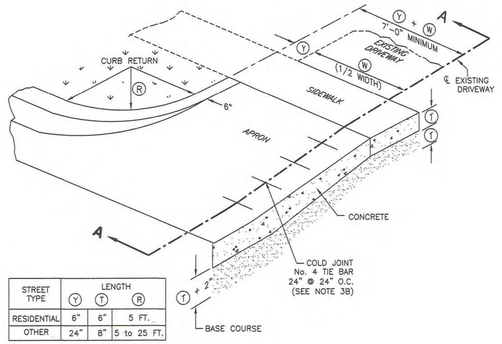
DETAILS

DT-501

10 OF 11

PRELIMINARY 90%

FILENAME: I:\Utah\Projects\active 2025\25294.00 - kanab city\jacob hamblin park expansion\700 - cad\sheet_files\25294-DT-000.dwg - PLOTTED:4/28/25 - DATE:6/11/2025 11:00 AM

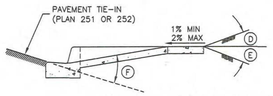


STREET TYPE	LENGTH Y	T	R
RESIDENTIAL	6"	6"	5 FT.
OTHER	24"	8"	5 to 25 FT.

OBLIQUE

STREET TYPE	BREAK OVER ANGLE (MAXIMUM) A	B	C
RESIDENTIAL	16%	12%	16%
OTHER	6%	8%	10%

SECTION A-A - APPROACH REQUIRING SERVICE TRUCK ACCESS



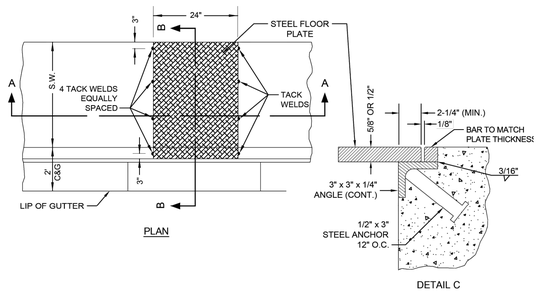
STREET TYPE	BREAK OVER ANGLE (MAXIMUM) D	E	F
RESIDENTIAL	16%	12%	16%
OTHER	6%	8%	10%

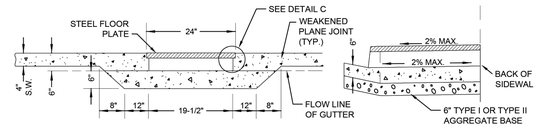
SECTION A-A - TYPICAL DRIVEWAY APPROACH

ADWA Utah Chapter

Open driveway approach

Plan **225**
December 2009





NOTES

1. IF WIDTH OF PLATE IS GREATER THAN 24", A SPECIAL DESIGN IS REQUIRED.
2. ALL EXPOSED METAL PARTS SHALL BE GALVANIZED, AND ALL GALVANIZING DAMAGED BY FABRICATION OR INSTALLATION SHALL RECEIVE TWO COATS OF ALUMINUM PAINT (GALVONOX OR EQUAL). EXPOSED METAL PARTS IN THE PEDESTRIAN ACCESS ROUTE SHALL BE FIRM, STABLE, AND SLIP-RESISTANT.
3. TACK WELDS BETWEEN SIDEWALK AND STEEL PLATE FLOOR WITHIN PEDESTRIAN ACCESS ROUTES SHALL HAVE NO VERTICAL SURFACE DISCONTINUITIES GREATER THAN 1/4", REGARDLESS OF CONSTRUCTION TOLERANCES.

SIDEWALK DRAIN
N.T.S.

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

CivilScience
1453 S. Dixie Drive, Ste. 150
St. George, UT 84770
435.986.0100

KANAB UTAH

PRELIMINARY NOT FOR CONSTRUCTION

JACOB HAMBLIN PARK EXPANSION

KANAB, UT

RIGHT OF REVIEW
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MARK	DATE	DESCRIPTION
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REVISIONS

PROJECT NO:	25294
DATE:	JUNE, 2025
DESIGN BY:	CJC
CHECKED BY:	SAS

SHEET TITLE

DETAILS

DT-502

11 OF 11

PRELIMINARY 90%

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JACOB HAMBLIN PARK EXPANSION

Streetscape Images

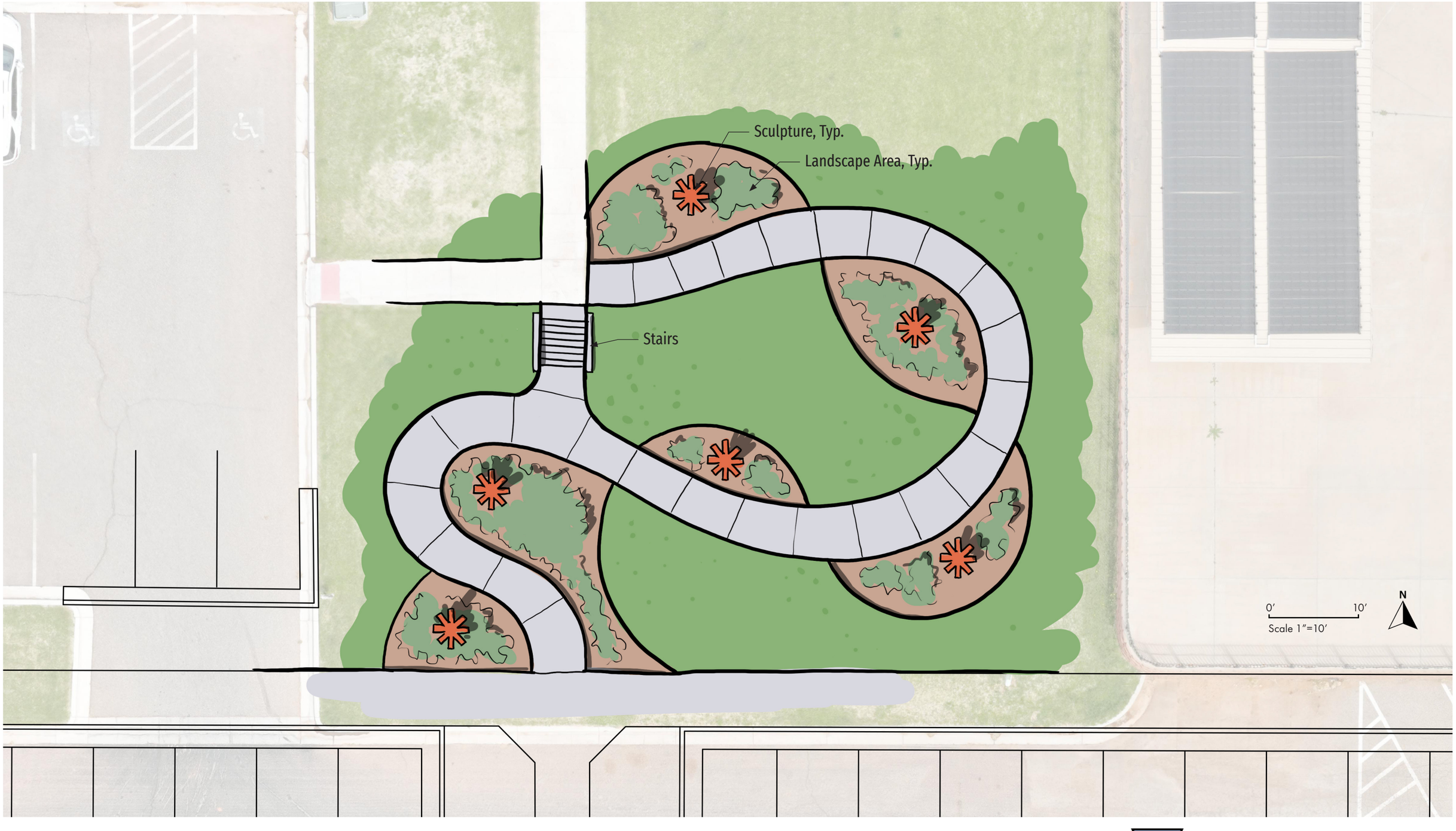
KANAB UTAH

DESIGNED AND PREPARED BY

CivilScience

JUNE 2025

For illustrative purposes only. This is a preliminary plan and subject to change.



CONNECTION TO NORTH PARK - ART GARDEN WALK

Jacob Hamblin Park Expansion

KANAB UTAH

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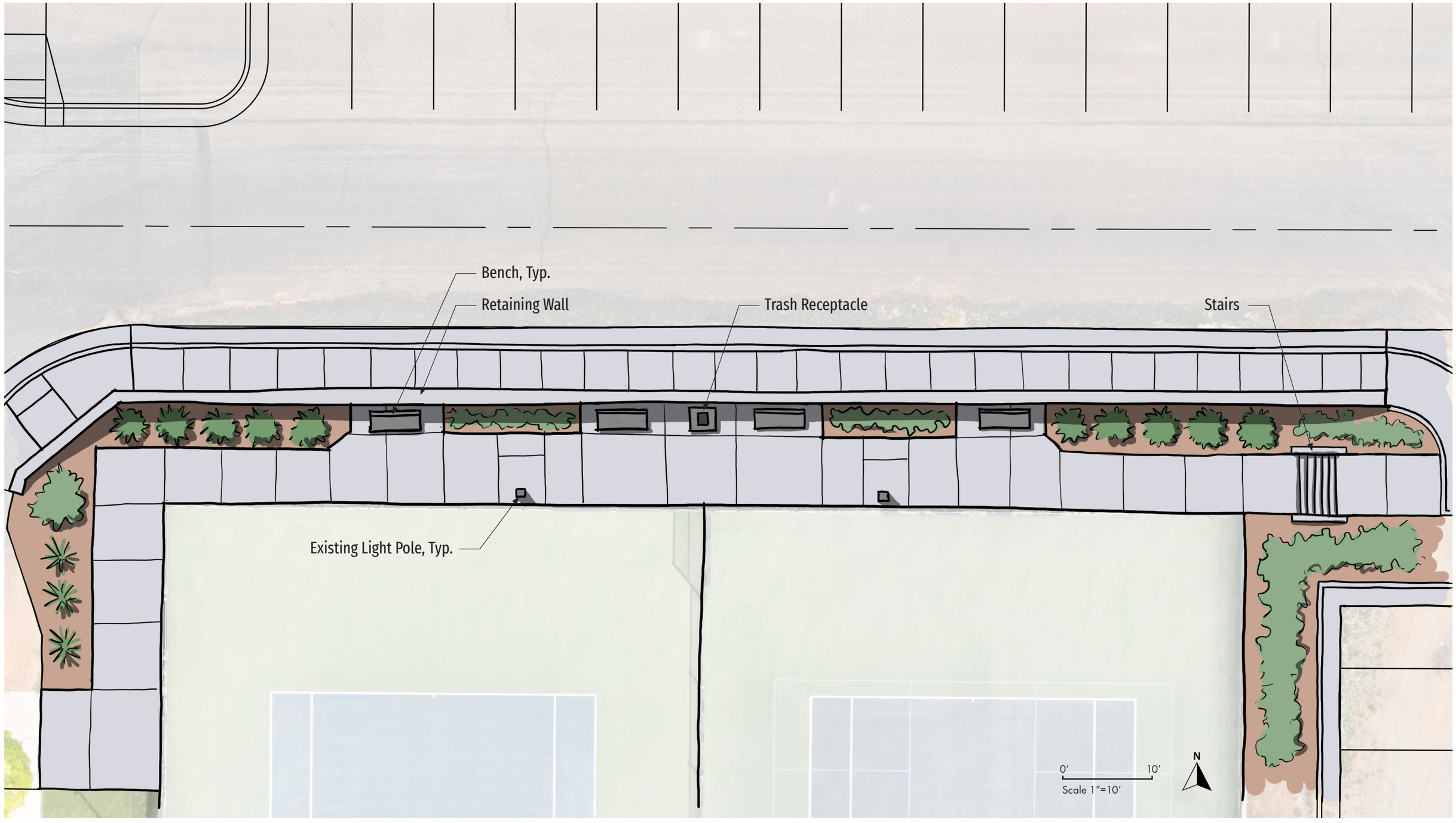

TENNIS SEATING AREA

Jacob Hamblin Park Expansion

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SHADE STRUCTURES

Jacob Hamblin Park Expansion

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ACCENT LIGHTING & LIGHT ART

Jacob Hamblin Park Expansion

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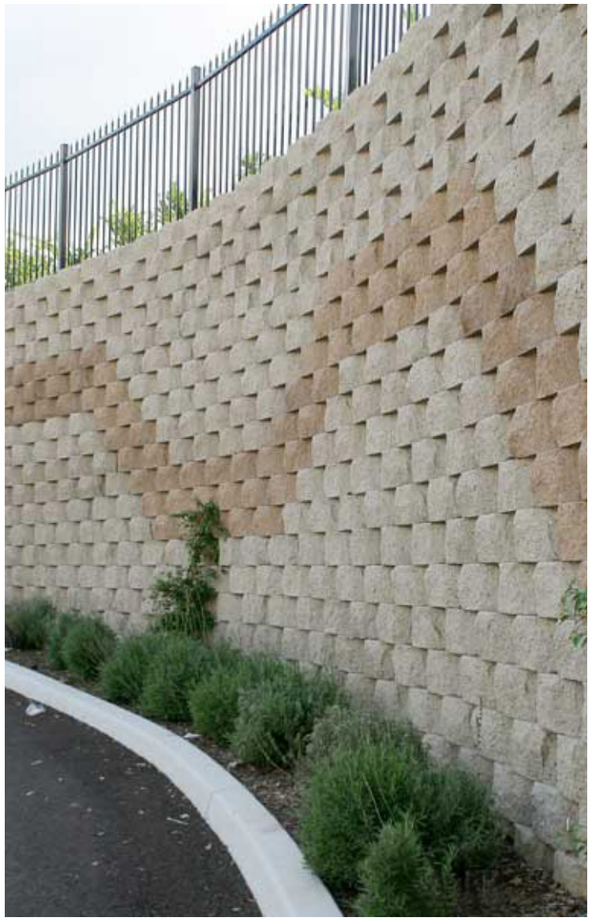

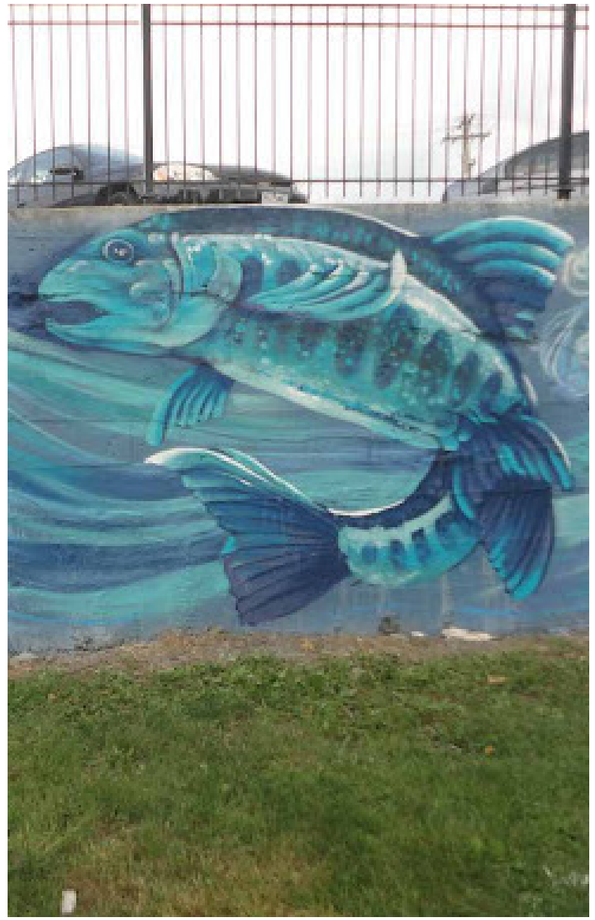

MURALS ON ROUGH BLOCK WALLS

Jacob Hamblin Park Expansion

KANAB UTAH

CivilScience

GUARDRAIL WITH ART PANELS

Jacob Hamblin Park Expansion

KANAB UTAH

CivilScience

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

KANAB
UTAH

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

DATE: August 12, 2025
TO: Mayor and City Council
SUBJECT: Well #5 and Sewer Rake
PREPARED BY: City Manager, Kyler Ludwig

Background:

Kanab City is moving forward with two critical infrastructure projects identified in the City's adopted Impact Fee Facilities Plans:

1. West Fork Well #5 – This project includes the installation of a submersible pump, pitless adapter, and well house. Electrical, SCADA, and access improvements are also included. These upgrades will enhance source capacity and provide redundancy in the City's water supply system, as outlined in the 2024 Water Impact Fee Facilities Plan.
2. Sewer Rake Project – As recommended in the 2024 Wastewater Impact Fee Facilities Plan, this project involves the procurement and installation of mechanical screening equipment at the wastewater treatment facility to improve solids handling and system efficiency.

Both projects are eligible for funding through impact fees and have been incorporated into the City's Capital Facilities and Budget Plans.

Analysis:

To reduce overall project costs and utilize City resources effectively, City staff will self-perform much of the work related to these projects. The Public Works Department has the technical capacity and experience to manage installation and coordination, while contractors will be engaged only for highly specialized tasks (e.g., SCADA integration, drilling of wells, etc.).
City staff seeks approval to proceed with the purchase of tools, parts, and equipment required for the projects within the budgeted amounts, rather than seeking separate Council approvals for each procurement.
Purchasing will follow the City's financial policy:

- Three bids will be obtained for each major purchase.

- Any purchase under $80,000 will proceed under staff purchasing authority. If a purchase exceeds thresholds requiring formal bidding (RFP/RFQ), it will be brought to the Council as required.

Legal:

Financial:

These projects are budgeted in the current fiscal year and are eligible for funding through existing impact fee balances. No additional appropriation is requested.

Recommendations/Actions: It is recommended the City Council:

It is recommended the City Council:

1. Authorize staff to proceed with purchasing tools, parts, and equipment necessary for the West Fork Well #5 and Sewer Rake projects, using the adopted budget as the funding cap.
2. Direct staff to follow procurement procedures as outlined in the City's financial policies, including the use of competitive bidding where required.

CITY OF KANAB

WASTEWATER IMPACT FEE FACILITIES PLAN

2024

KANAB
UTAH

CivilScience

RESOLUTION NO. 4-2-24 R

A RESOLUTION ADOPTING AN IMPACT FEE FACILITIES PLAN, AND WRITTEN ANALYSIS FOR WATER, WASTEWATER, STORMWATER, RECREATION, PUBLIC SAFETY, AND TRANSPORTATION

WHEREAS, the City of Kanab (the "City") is a political subdivision of the State of Utah, authorized and organized under the provisions of Utah law;

WHEREAS, the City of Kanab has previously enacted impact fees for water, wastewater, stormwater, recreation, public safety, and transportation;

WHEREAS, the City has legal authority, pursuant to Title 11, Chapter 36a Utah Code, Annotated, as amended ("Impact Fees Act" or "Act"), to impose development impact fees as a condition of development approval, which impact fees are used to defray capital infrastructure costs attributed to growth activity;

WHEREAS, on May 18, 2023, the City posted public notice of the intent to prepare or amend impact fee facilities plans and impact fee analysis for water, wastewater, stormwater, transportation, recreation, and public safety;

WHEREAS, the City desires to assess water, wastewater, stormwater, recreation, public safety, and transportation impact fees as a condition of development approval in order to appropriately assign capital infrastructure costs to development in an equitable and proportionate manner;

WHEREAS, the City Council has directed Civil Science, acting as City Engineer, to prepare an updated Impact Fee Facilities Plan and Impact Fee Analysis consistent and in compliance with the Impact Fees Act;

WHEREAS, Civil Science has completed the necessary impact fee facilities plans associated with water, wastewater, stormwater, recreation, public safety, and transportation, attached hereto in Exhibit A: Impact Fee Facilities Plan and Analyses;

WHEREAS, on April 12, 2024, the City gave reasonable notice of the public hearing to consider the Impact Fee Facilities Plans and Impact Fee Analyses;

WHERAS, copies of the Impact Fee Facilities Plans and Impact Fees Analyses were made available to the public on the City website, at the Kanab City Library, and in the City offices;

WHEREAS, the Kanab City Council met in a regular meeting on April 23, 2024, to convene a public hearing and to consider adopting the Impact Fee Facilities Plans and Impact Fee Analyses;

WHEREAS, on April 23, 2024, the City Council held a public hearing regarding the Impact Fee Facilities Plan and Impact Fee Analyses;

WHEREAS, on April 23, 2024, after considering the input of the public and stakeholders and relying on the professional advice and certification of Civil Science, the City adopted the findings, conclusions, and recommendations of the water, wastewater, stormwater, transportation, recreation, and public safety Impact Fee Facilities Plans and Written Analyses prepared by Civil Science.

WHEREAS, after careful consideration and review of the comments at the public hearing, the Council has determined that it is in the best interest of the health, safety, and welfare of the residents of Kanab City to adopt the findings and recommendations of the Impact Fee Facilities Plan and Written Analyses to address the impacts of development on water, wastewater, stormwater, recreation, public safety, and transportation;

NOW THEREFORE, BE IT ORDAINED by Kanab City Council as follows:

Section 1. Findings – The Governing Body finds and determines as follows:

1.1 All required notices have been given and made and public hearings conducted as required by the Impact Fees Act with respect to the Impact Fee Facilities Plans, the Impact Fee Analyses, and this Impact Fee Resolution.

1.2 Growth and development activities in Kanab City will create additional demands on City water, wastewater, stormwater, recreation, public safety, and transportation facilities. The persons responsible for growth and development activities should pay a proportionate share of the costs of services needed to serve the growth and development activities.

1.3 Impact fees are necessary to achieve an equitable allocation to the costs borne in the past and to be borne in the future, in comparison with the benefits already received and yet to be received.

1.4 In enacting and approving the Impact Fee Analyses and this Resolution, the City Council has taken into consideration, and in certain situations will consider on a case-by-case basis in the future, the future capital facilities needs of the City, the capital financial needs of the City that are the result of the City's future facilities' needs, the distribution of the burden of costs to different properties within the City based on the use of facilities of the City by such properties, the financial contribution of those properties and other properties similarly situated in the City at the time of computation of the required fee and prior to the enactment of this Resolution, all revenue sources available to the City, and the impact on future facilities that will be required by growth and new development activities in the City.

1.5 The provisions of this Resolution shall be liberally construed in order to carry out the purpose and intent of the City in establishing the impact fee program.

Section 2. Adoption

The Kanab City Council hereby approves and adopts the Impact Fee Facilities Plans and Written Analyses for water, wastewater, stormwater, recreation, public safety, and transportation. The Impact Fee Facilities Plans and Written Analyses are incorporated herein by reference and adopted as though fully set forth herein.

Section 3. Severability

If any section, part, or provision included herein or application thereof is held invalid or unenforceable, it shall not affect any other part or provision of this resolution of the application in different circumstances.

//

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Section 4. Authorized Modifications

City staff is authorized to make minor, non-substantive grammatical and structural changes to these plans and analyses, with the review and approval of the City Engineer (i.e., the individual professional certifying the plans and analyses).

City staff is authorized to add, modify, and change the adopted plans and analyses to add subtitle(s), parenthetical(s), or other references to properly identify the particular plan(s) as also including the appropriate specific master plan, facility plan, resource plan, etc., referenced and incorporated into the Kanab City General Plan.

PASSED AND RESOLVED this 23rd day of April, 2024.

KANAB CITY

MAYOR

ATTEST:

RECORDER

KANAB CITY CORPORATE SEAL

VOTING:

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

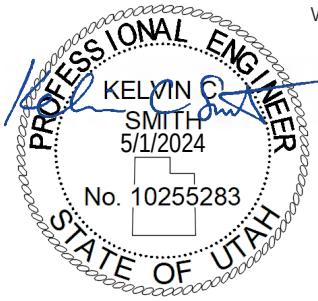
PREPARED BY

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

This Facilities Plan shall also be known and referenced as the "Kanab City Wastewater Plan," "Wastewater" Capital Facilities Plan, or any similar variation of those referenced names, as referenced and incorporated into the Kanab City General Plan, Chapter 8 and Appendix D, and amends or supplements any prior version of the same.



Kelvin C. Smith, P.E.
Project Engineer

Ryker Jensen
Project Analyst

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APPENDICES

Appendix A – Maps

Appendix B – Tables & Figures

Appendix C – Financial Analysis

Appendix D – Impact Fee Certification

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.

As part of this study, Kanab City's Wastewater Plan, as referenced in the Kanab City General Plan, Chapter 8 and Appendix D, is set forth herein, amending all prior versions thereof or otherwise supplementing those parts of related Capital Facilities Plans.

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
Lagoon Property Acquisition	2030	$1,250,000	$1,492,565	100%	$1,492,565
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		$15,681,198	$17,710,925		$7,169,065
				Increase in ERCs	1,852
				Maximum Allowable Impact Fee	**$3,871.97**

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 $3,871.97. 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	$ 3,871.97
1	0.79	2.56	$ 9,912.24
1.5	1.77	5.76	$ 22,302.55
2	3.14	10.24	$ 39,648.97
2.5	4.91	16.00	$ 61,951.52
3	7.07	23.04	$ 89,210.19
4	12.57	40.96	$ 158,595.89
6	28.27	92.16	$ 356,840.76

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

2. INTRODUCTION

2.1 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

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 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.

2.3 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.

3. USER ANALYSIS

3.1 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.

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%-4.4%. 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	4.4%
10-year Historic	2000	3510	0.6%
10-year Historic	2010	4312	2.1%
10-year Historic	2020	4683	0.8%
20-year Historic	1980-2000	-	2.5%
20-year Historic	1990-2010	-	1.3%
20-year Historic	2000-2020	-	1.5%
30-year Historic	1980-2010	-	2.4%
30-year Historic	1990-2020	-	1.2%
40-year Historic	1980-2020	-	2.0%

Table 1: Historic Population and Growth Rates

3.3 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.

3.4 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

4. WASTEWATER FLOW PROJECTIONS

4.1 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.

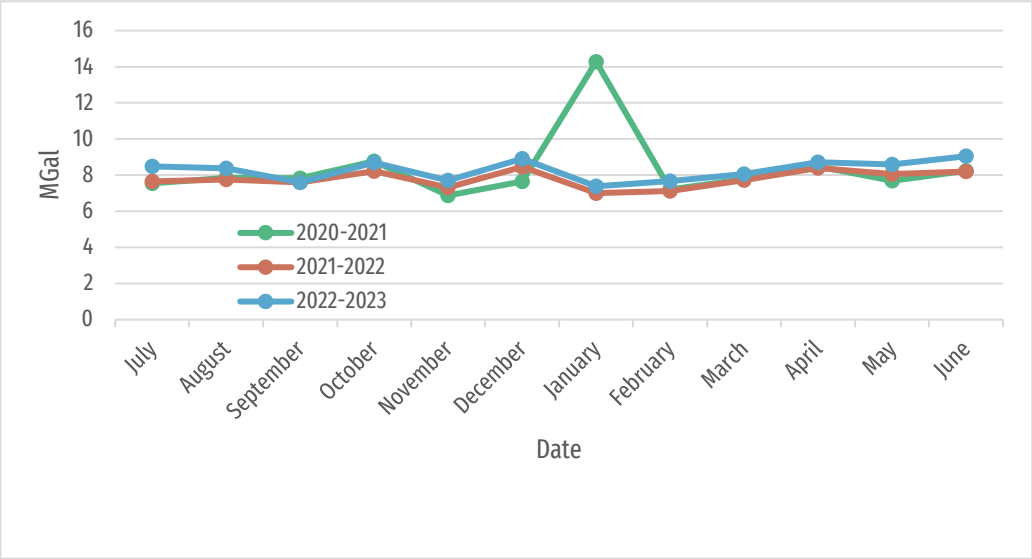


Figure 1: Sewer Lagoon Master Meter Readings

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

4.2 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

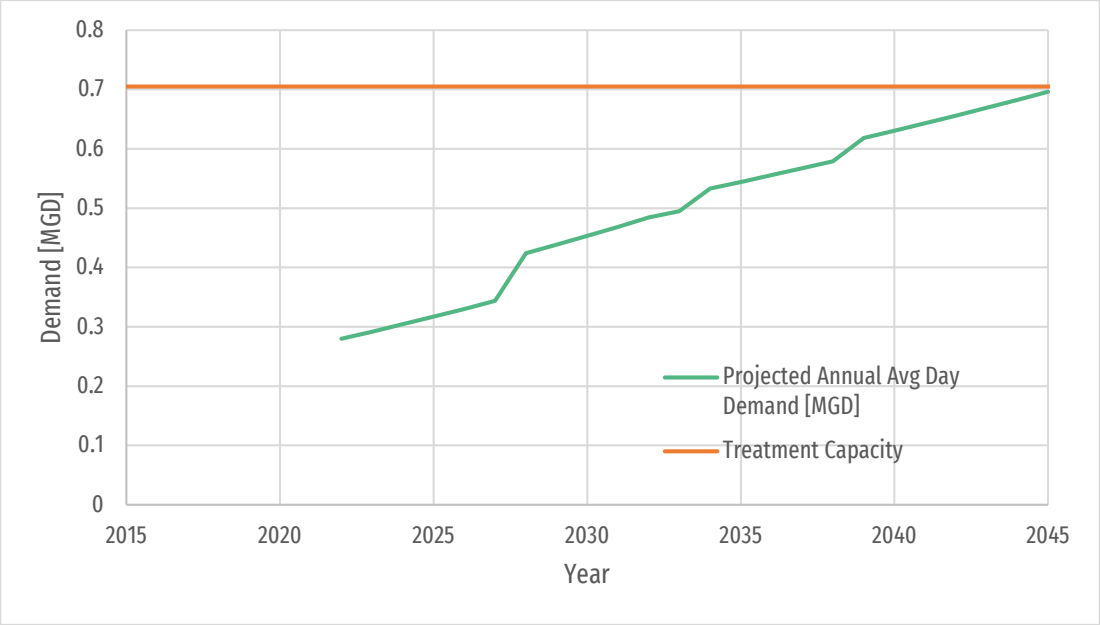


Figure 2: Projected Average Annual Wastewater Demand

5. EXISTING FACILITIES

5.1 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.

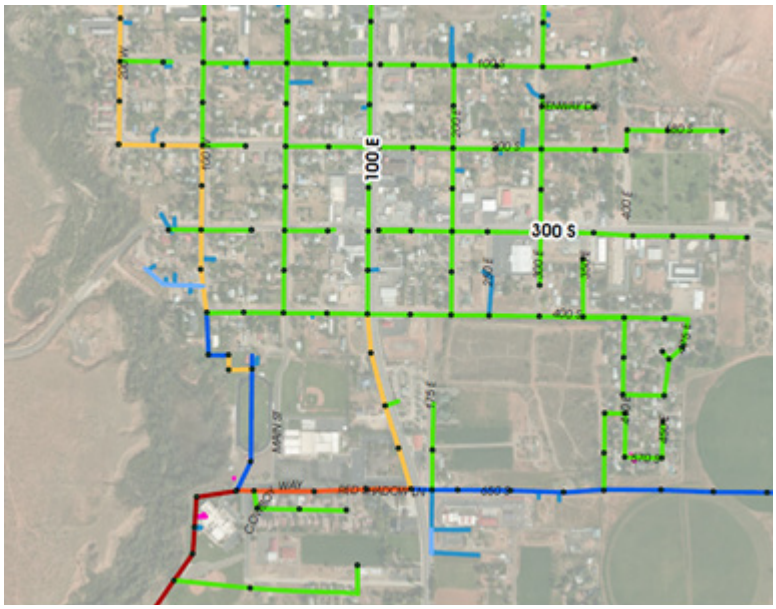


Figure 3: Clip of Existing Sewer Model

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

5.2 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.

5.3 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.

5.4 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. Additional treatment capacity is projected to be required when the Ranchos sewer projects are complete. We recommend Kanab be mindful of property needs related to sewer treatment and acquire property for future sewer lagoons via trade, agreement, or purchase.

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

6. SYSTEM MODEL

6.1 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.

6.2 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:

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

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

6.3 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.

6.4 Computer Model

The modeling software used to model the system is InfoSWMM by Innovyze, 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.

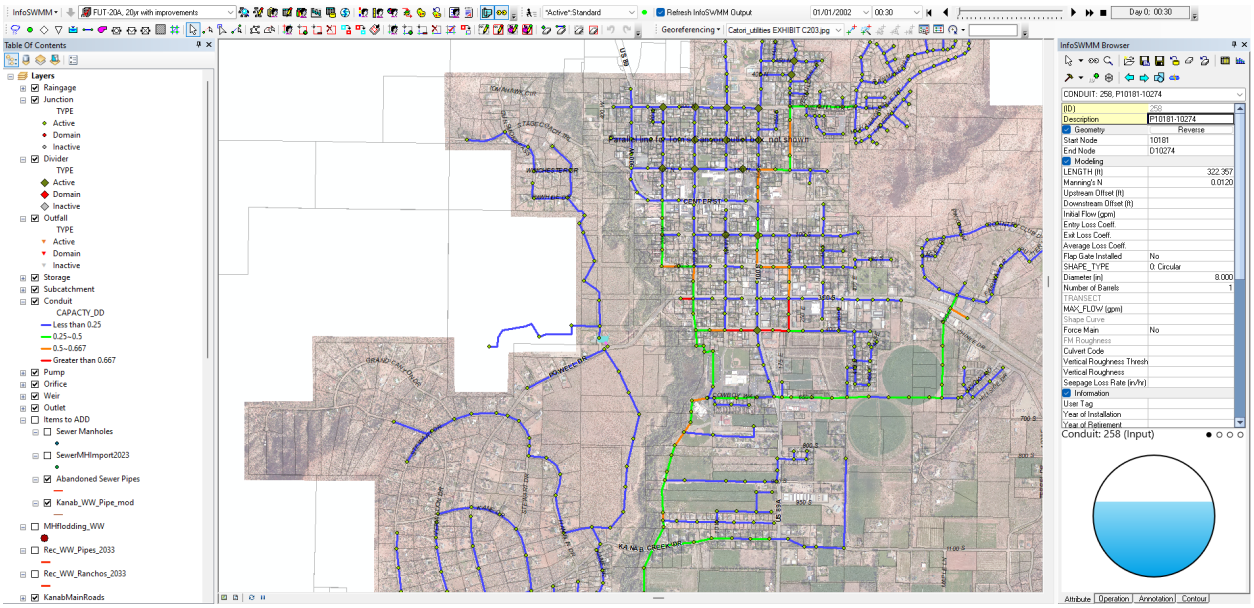


Figure 4: InfoSWMM Model Interface with Kanab Sewer Model

7. 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.
2030	Lagoon Property Acquisition	Begin to acquire approximately 50 acres for additional lagoon treatment capacity.
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 pash through the sewer rake.
2033	IFFPA 10 Yr	10-year update for Master Plans and Impact Fees.

Table 8: Recommendations Summary

8. FINANCIAL VIABILITY

8.1 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.

8.2 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
Lagoon Property Acquisition	2030	$1,492,565
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	**$17,710,925**

Table 9: Cost Estimate Summary

8.3 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
Lagoon Property Acquisition	2030	$1,250,000	$1,492,565	100%	$1,492,565
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	$15,681,198	$17,710,925		$7,169,065
				Increase in ERCs	1,852
				Maximum Allowable Impact Fee	**$3,871.97**

Table 10: Impact Fee Calculations

The maximum allowable impact fee for the water system is $3,871.97. 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	$ 3,871.97
1	0.79	2.56	$ 9,912.24
1.5	1.77	5.76	$ 22,302.55
2	3.14	10.24	$ 39,648.97
2.5	4.91	16.00	$ 61,951.52
3	7.07	23.04	$ 89,210.19
4	12.57	40.96	$ 158,595.89
6	28.27	92.16	$ 356,840.76

*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

8.4 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 $829,225.91. 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 $25.84.

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 $25.84 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
Apart. 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

8.5 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.

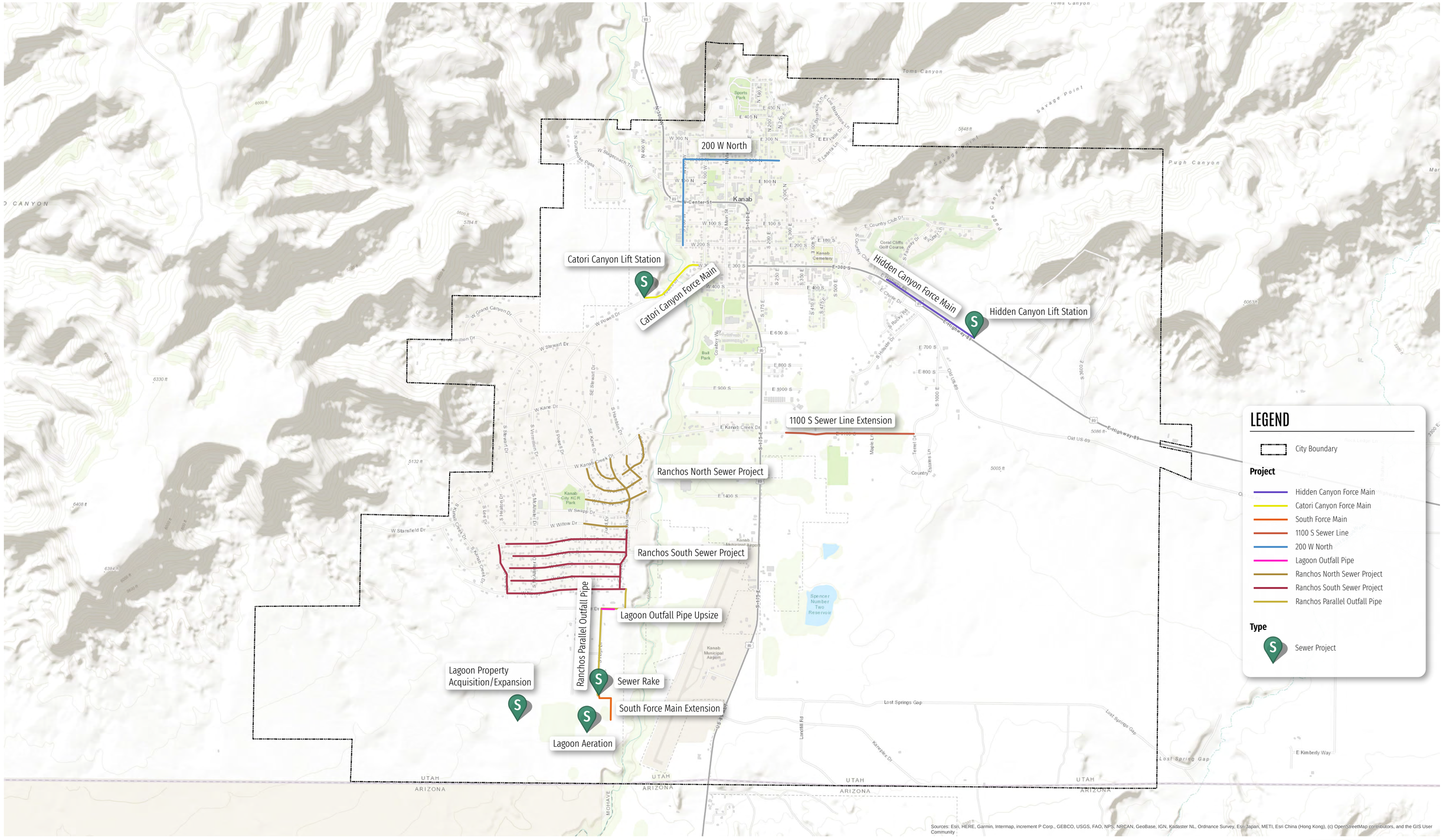
A system improvement implementation schedule for the next twenty years was included at the end of the cash flow analysis, this shows how the impact fee facilities plan improvement projects were incorporated into the cash flow analysis.

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

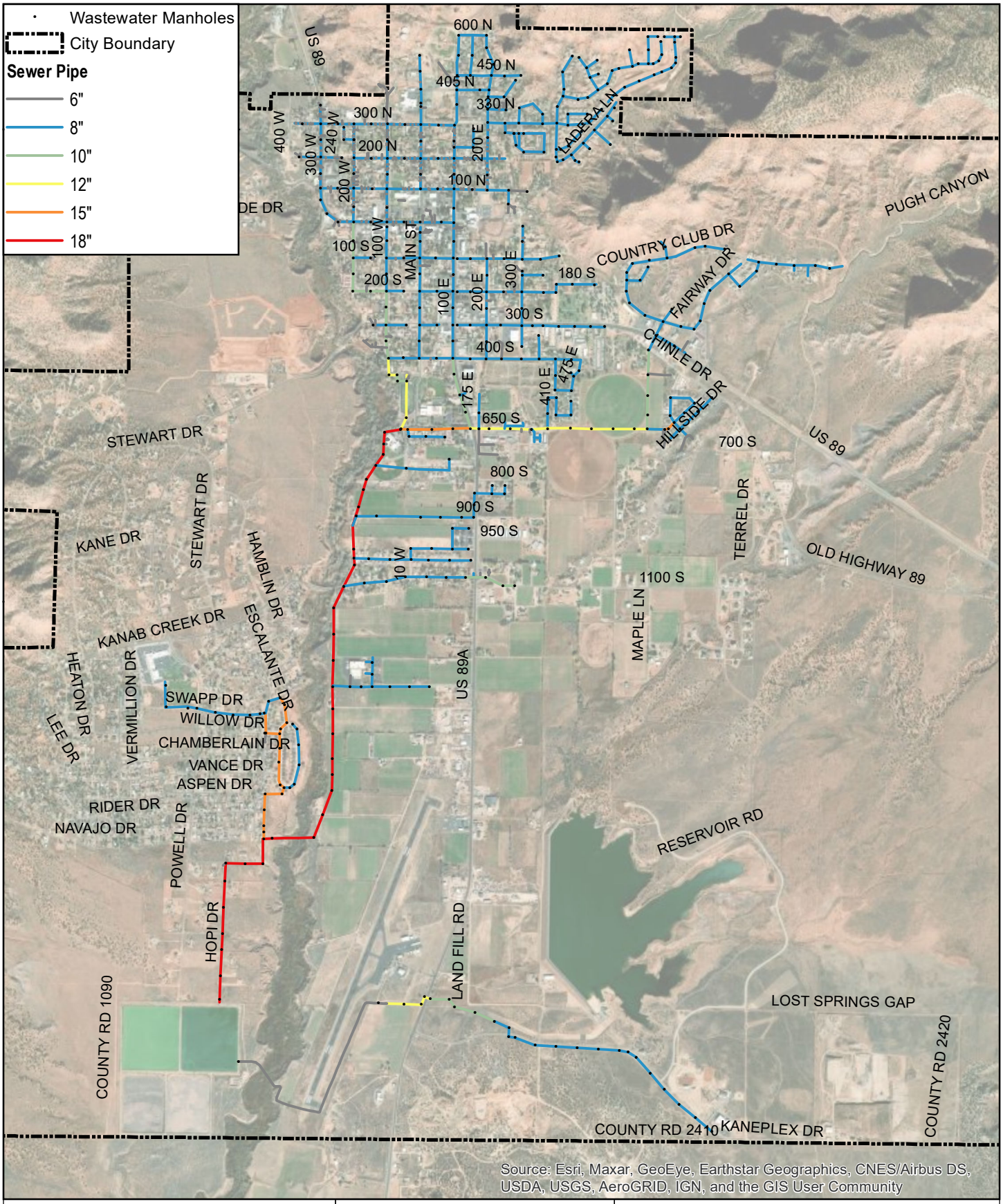


Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

PROPOSED SEWER PROJECTS MAP

CivilScience

KANAB UTAH



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

0 1,250 2,500 Feet

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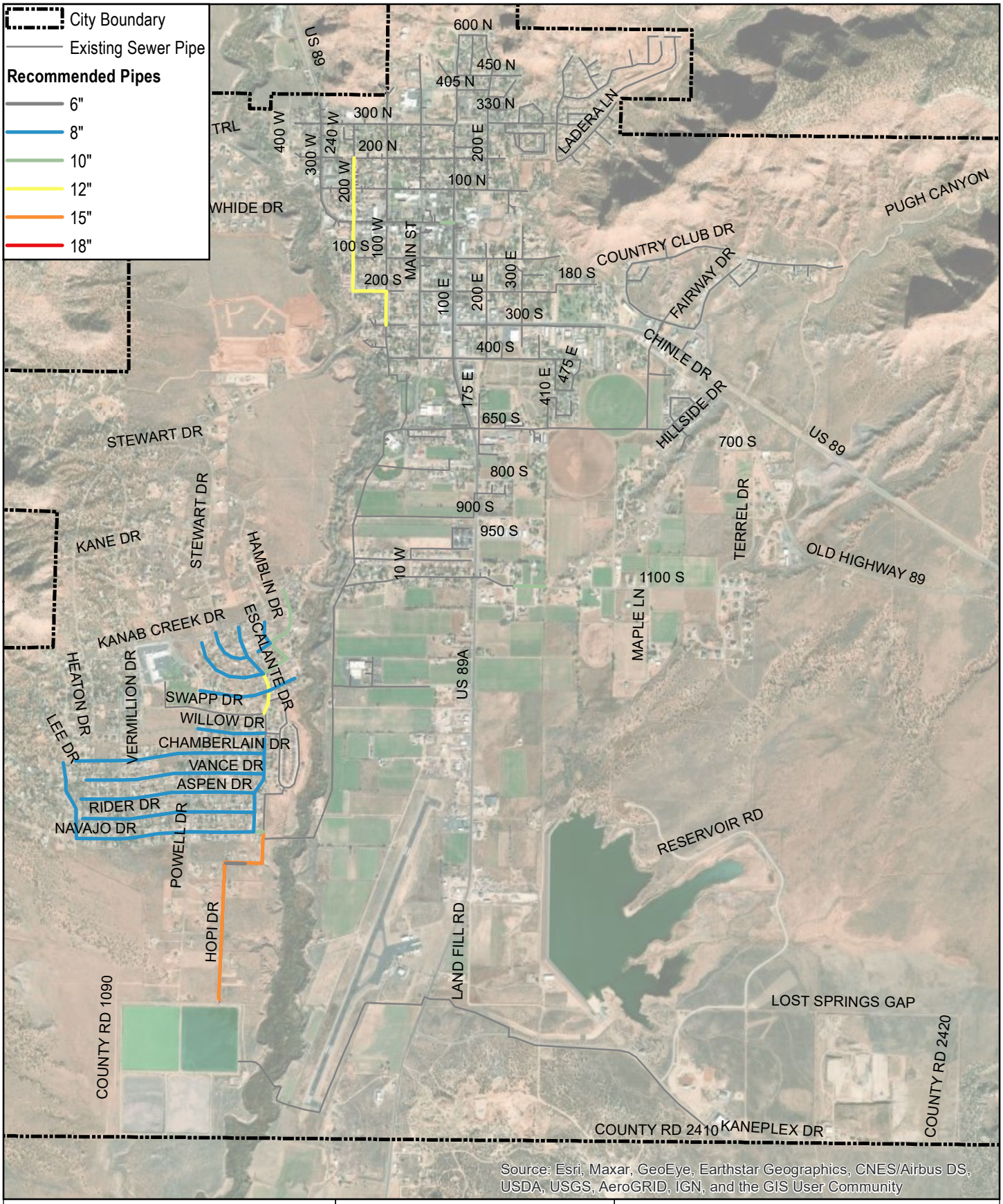
Civil Science

KANAB UTAH

KANAB CITY WASTEWATER MASTER PLAN UPDATE 2024

Existing Facilities

Map 2



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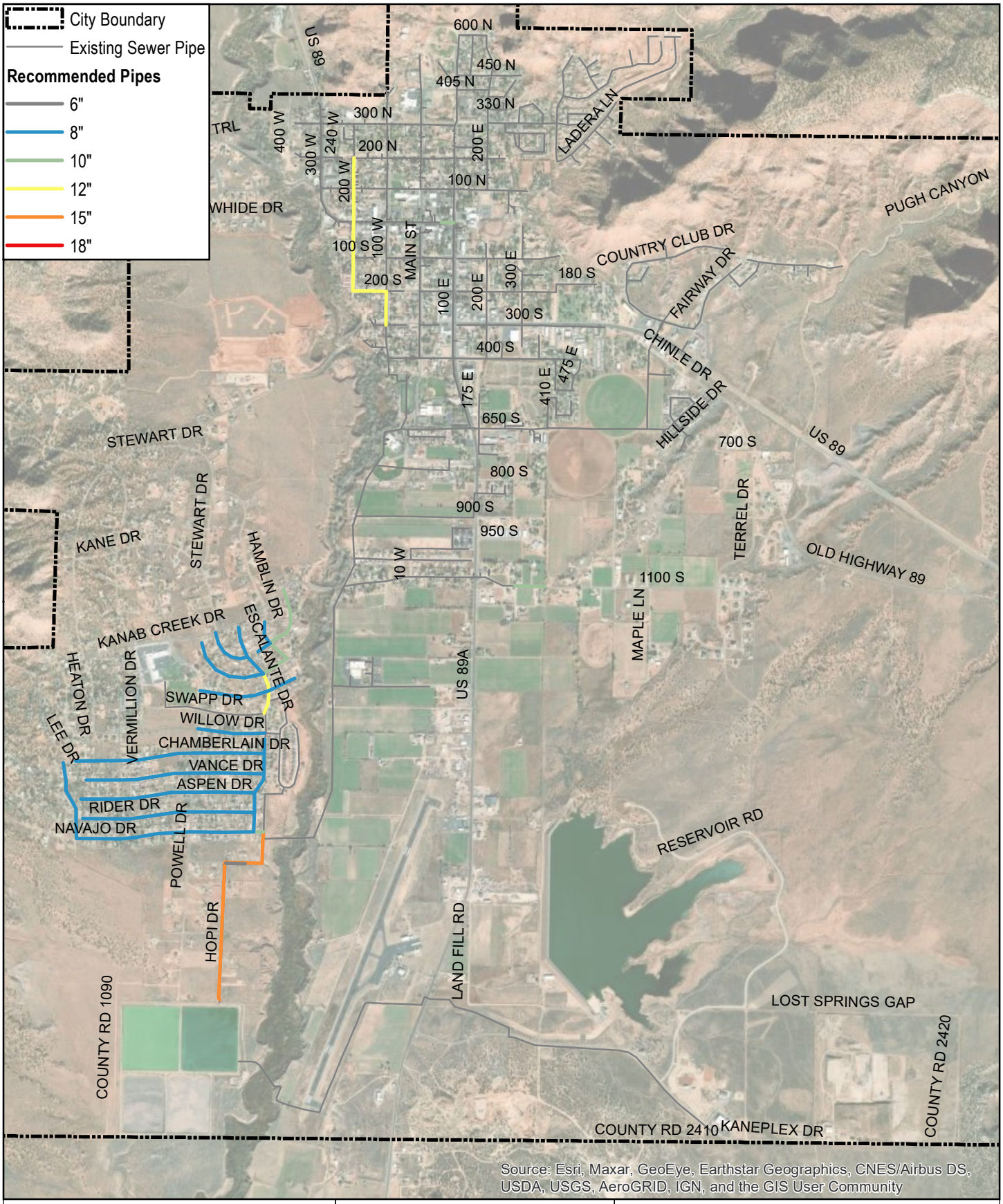
Civil Science

KANAB UTAH

KANAB CITY WASTEWATER MASTER PLAN UPDATE 2024

Proposed Improvements (2033)

Map 4



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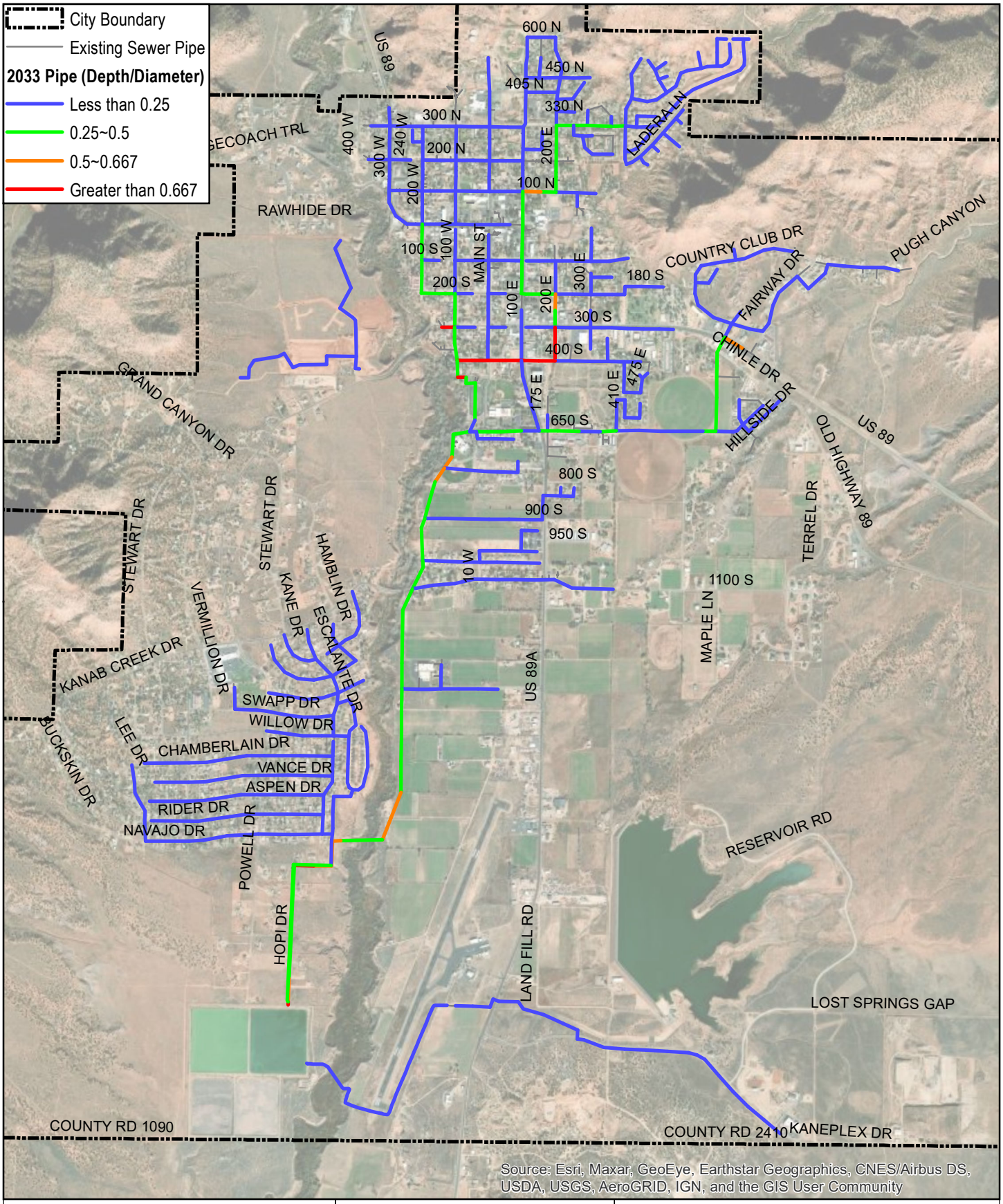
Civil Science

KANAB UTAH

KANAB CITY WASTEWATER MASTER PLAN UPDATE 2024

Proposed Improvements (2033)

Map 4



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

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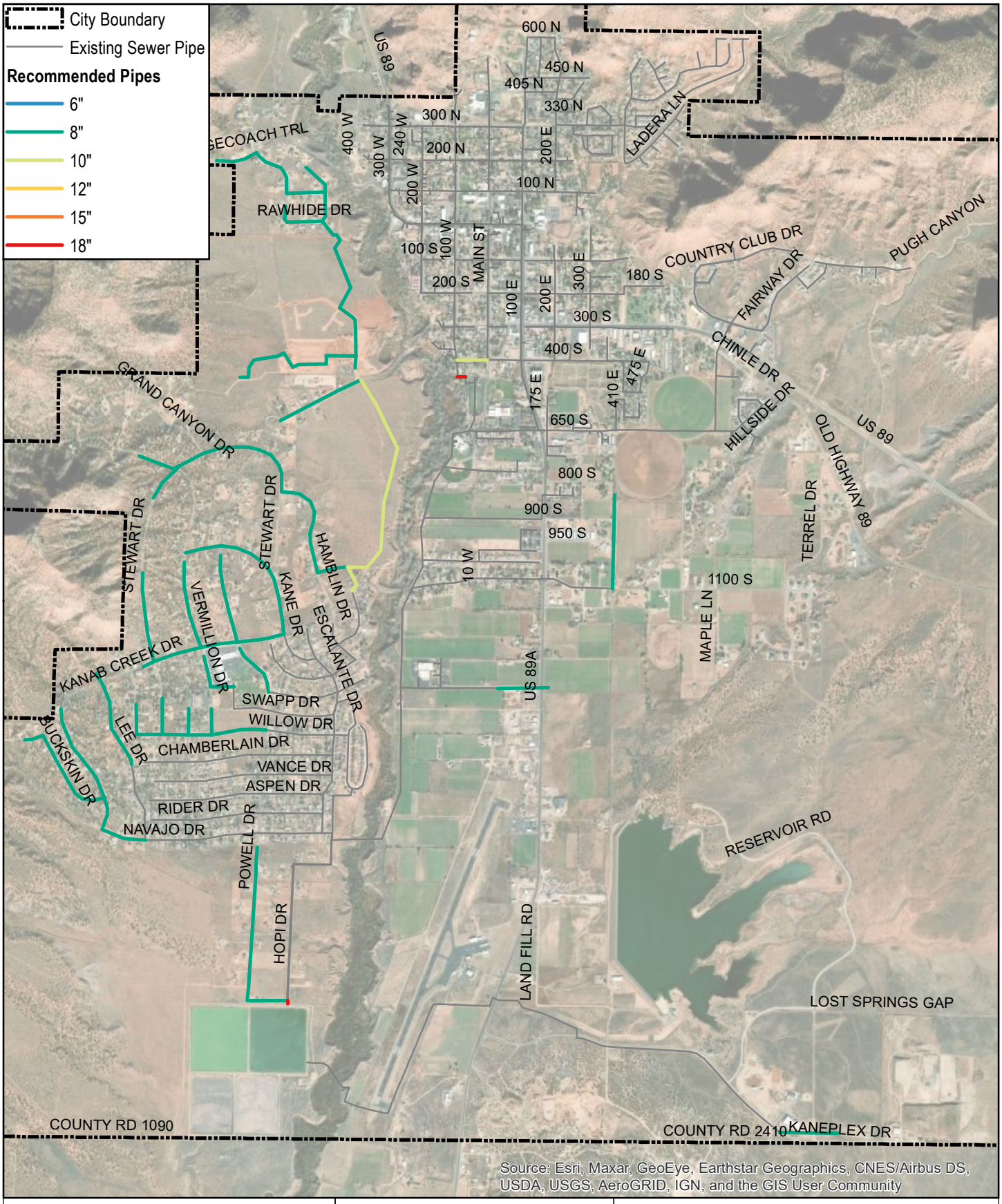
Civil Science

KANAB UTAH

KANAB CITY WASTEWATER MASTER PLAN UPDATE 2024

Proposed Conditions Analysis (2033)

Map 5



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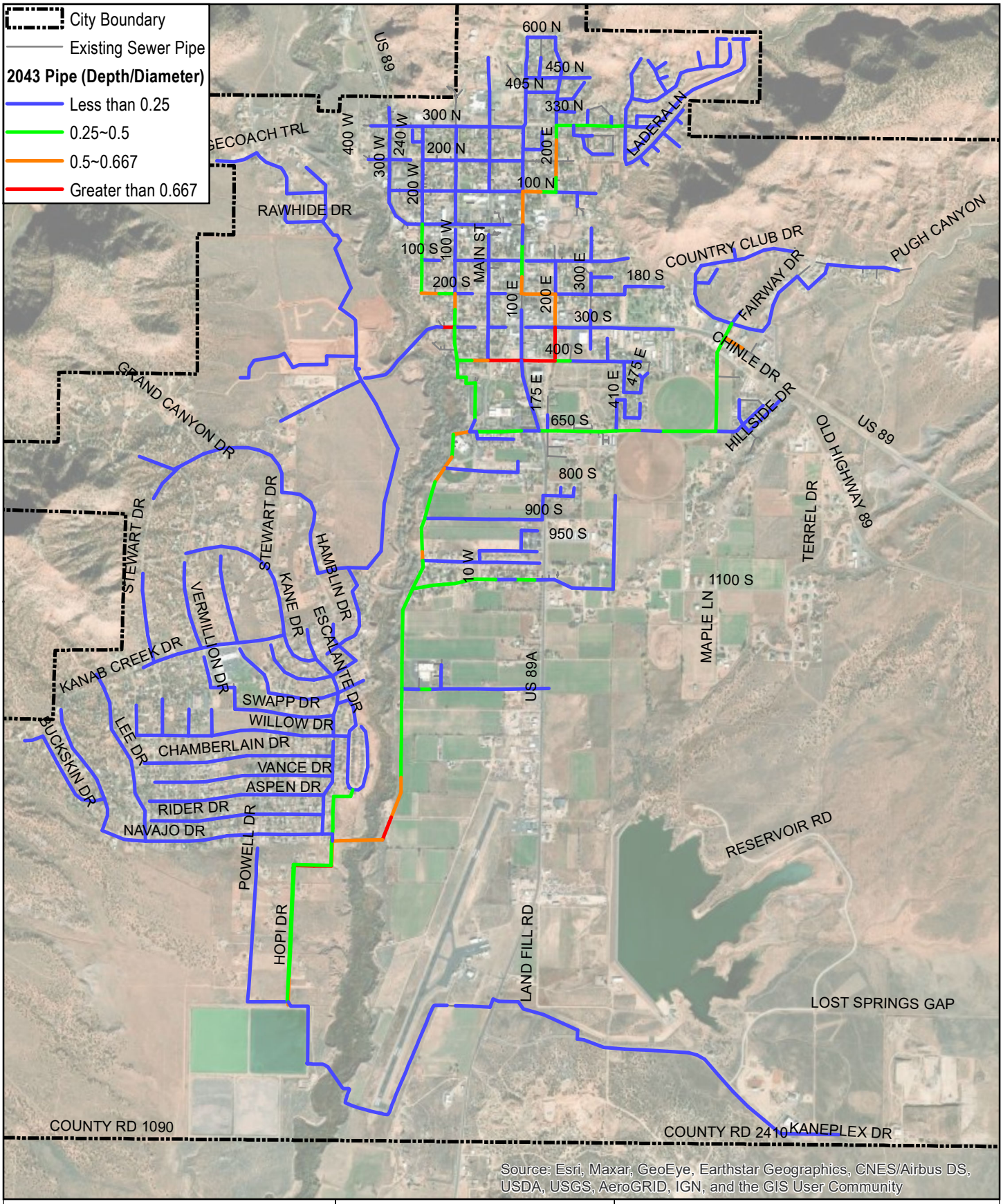
Civil Science

KANAB UTAH

KANAB CITY WASTEWATER MASTER PLAN UPDATE 2024

Proposed Conditions Analysis (2043)

Map 6



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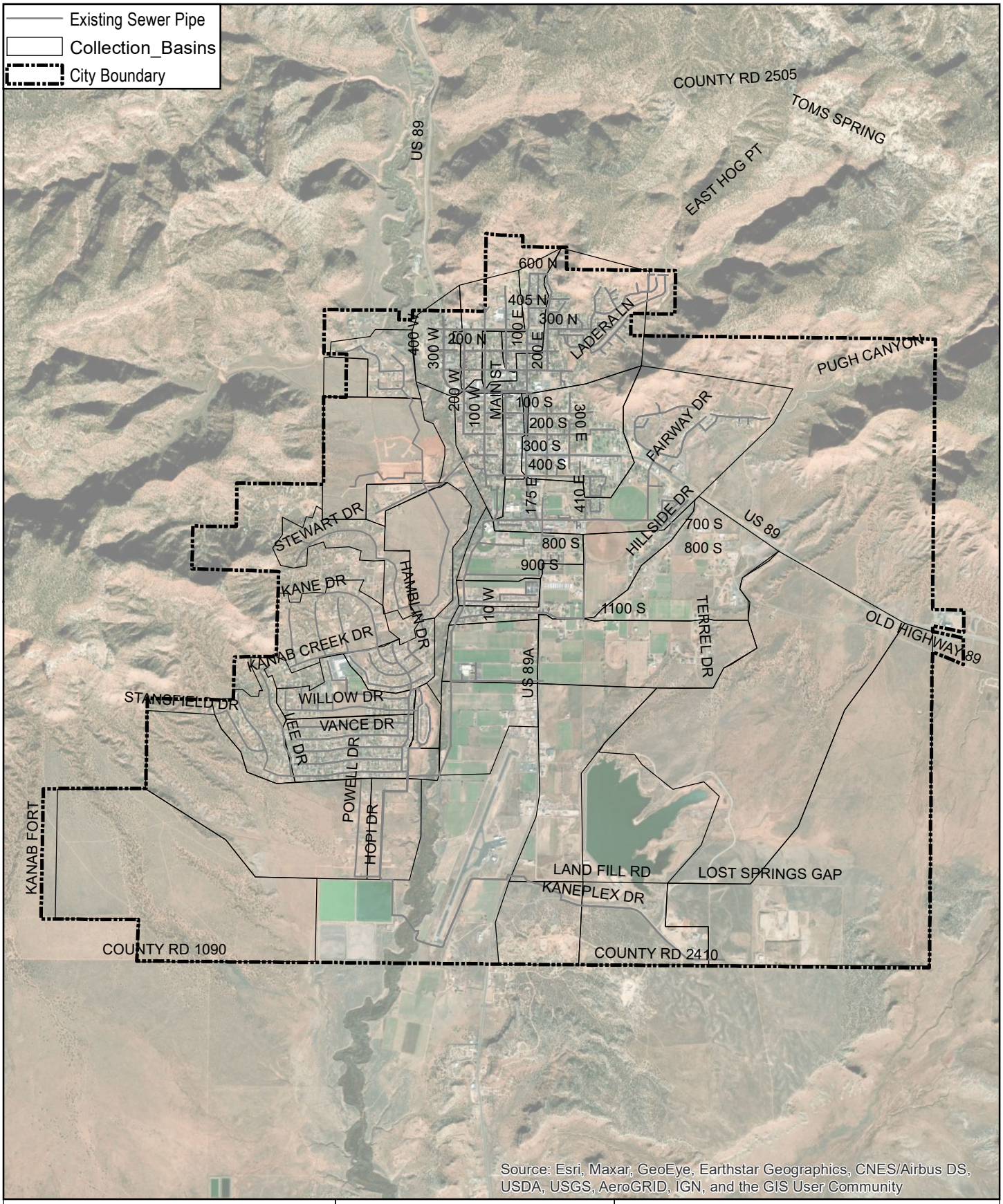
Civil Science

KANAB UTAH

KANAB CITY WASTEWATER MASTER PLAN UPDATE 2024

Proposed Conditions Analysis (2043)

Map 7



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Civil Science

KANAB UTAH

KANAB CITY WASTEWATER MASTER PLAN UPDATE 2024

Collection Basins

Map 8

APPENDIX B
TABLES & FIGURES

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 1 level	Pond 2 level	Pond 3 Level	Pond 4 Level
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

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**

Disclaimer:
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Notes:

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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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City of Kanab
Ranchos Sewer PER
February 22, 2024

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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City of Kanab
Ranchos Sewer PER
February 22, 2024

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**

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 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**

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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:

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Cashflow - Kanab Wastewater Impact Fee Analys

Proposed Impact Fee = $ 3,871.97 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	$ 425,917
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*	$ 437,533	$ 449,149	$ 2,017,296	$ 476,252
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	$ 576,583	$ 284,613	$ 451,853	$ 741,871
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*	$ 491,740	$ 507,228	$ 522,716	$ 1,335,830
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	$ 1,196,807	$ 1,704,035	$ 734,185	$ 1,086,533
Project Costs				
Project Cost	$ 36,804	$ -	$ 1,492,565	$ 3,918,255
Non-Impact Fee Eligible Cost	$ -	$ -	$ -	$ 2,934,773
Impact Fee Eligible Cost	$ 36,804	$ -	$ 1,492,565	$ 983,482
Project Name(s)	IFFPA 5yr		Lagoon Property Acquisition	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*	$ 553,692	$ 379,453	$ 387,197	$ 394,941
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	$ 1,456,974	$ 140,874	$ 528,071	$ 923,012
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 Pipe Expansion	1100 S Sewer 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*	$ 402,685	$ 410,429	$ 418,173	$ 429,789
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	$ 1,325,697	$ 1,736,126	$ 2,154,298	$ 2,584,087
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*	$ 437,533	$ 445,277	$ 453,020	$ 464,636
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	$ 3,021,620	$ 3,466,896	$ 3,919,917	$ 4,384,553
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: 5/1/2024

CITY OF KANAB

WATER IMPACT FEE FACILITIES PLAN

2024

KANAB
UTAH

CivilScience

RESOLUTION NO. 4-2-24 R

A RESOLUTION ADOPTING AN IMPACT FEE FACILITIES PLAN, AND WRITTEN ANALYSIS FOR WATER, WASTEWATER, STORMWATER, RECREATION, PUBLIC SAFETY, AND TRANSPORTATION

WHEREAS, the City of Kanab (the "City") is a political subdivision of the State of Utah, authorized and organized under the provisions of Utah law;

WHEREAS, the City of Kanab has previously enacted impact fees for water, wastewater, stormwater, recreation, public safety, and transportation;

WHEREAS, the City has legal authority, pursuant to Title 11, Chapter 36a Utah Code, Annotated, as amended ("Impact Fees Act" or "Act"), to impose development impact fees as a condition of development approval, which impact fees are used to defray capital infrastructure costs attributed to growth activity;

WHEREAS, on May 18, 2023, the City posted public notice of the intent to prepare or amend impact fee facilities plans and impact fee analysis for water, wastewater, stormwater, transportation, recreation, and public safety;

WHEREAS, the City desires to assess water, wastewater, stormwater, recreation, public safety, and transportation impact fees as a condition of development approval in order to appropriately assign capital infrastructure costs to development in an equitable and proportionate manner;

WHEREAS, the City Council has directed Civil Science, acting as City Engineer, to prepare an updated Impact Fee Facilities Plan and Impact Fee Analysis consistent and in compliance with the Impact Fees Act;

WHEREAS, Civil Science has completed the necessary impact fee facilities plans associated with water, wastewater, stormwater, recreation, public safety, and transportation, attached hereto in Exhibit A: Impact Fee Facilities Plan and Analyses;

WHEREAS, on April 12, 2024, the City gave reasonable notice of the public hearing to consider the Impact Fee Facilities Plans and Impact Fee Analyses;

WHERAS, copies of the Impact Fee Facilities Plans and Impact Fees Analyses were made available to the public on the City website, at the Kanab City Library, and in the City offices;

WHEREAS, the Kanab City Council met in a regular meeting on April 23, 2024, to convene a public hearing and to consider adopting the Impact Fee Facilities Plans and Impact Fee Analyses;

WHEREAS, on April 23, 2024, the City Council held a public hearing regarding the Impact Fee Facilities Plan and Impact Fee Analyses;

WHEREAS, on April 23, 2024, after considering the input of the public and stakeholders and relying on the professional advice and certification of Civil Science, the City adopted the findings, conclusions, and recommendations of the water, wastewater, stormwater, transportation, recreation, and public safety Impact Fee Facilities Plans and Written Analyses prepared by Civil Science.

WHEREAS, after careful consideration and review of the comments at the public hearing, the Council has determined that it is in the best interest of the health, safety, and welfare of the residents of Kanab City to adopt the findings and recommendations of the Impact Fee Facilities Plan and Written Analyses to address the impacts of development on water, wastewater, stormwater, recreation, public safety, and transportation;

NOW THEREFORE, BE IT ORDAINED by Kanab City Council as follows:

Section 1. Findings – The Governing Body finds and determines as follows:

1.1 All required notices have been given and made and public hearings conducted as required by the Impact Fees Act with respect to the Impact Fee Facilities Plans, the Impact Fee Analyses, and this Impact Fee Resolution.

1.2 Growth and development activities in Kanab City will create additional demands on City water, wastewater, stormwater, recreation, public safety, and transportation facilities. The persons responsible for growth and development activities should pay a proportionate share of the costs of services needed to serve the growth and development activities.

1.3 Impact fees are necessary to achieve an equitable allocation to the costs borne in the past and to be borne in the future, in comparison with the benefits already received and yet to be received.

1.4 In enacting and approving the Impact Fee Analyses and this Resolution, the City Council has taken into consideration, and in certain situations will consider on a case-by-case basis in the future, the future capital facilities needs of the City, the capital financial needs of the City that are the result of the City's future facilities' needs, the distribution of the burden of costs to different properties within the City based on the use of facilities of the City by such properties, the financial contribution of those properties and other properties similarly situated in the City at the time of computation of the required fee and prior to the enactment of this Resolution, all revenue sources available to the City, and the impact on future facilities that will be required by growth and new development activities in the City.

1.5 The provisions of this Resolution shall be liberally construed in order to carry out the purpose and intent of the City in establishing the impact fee program.

Section 2. Adoption

The Kanab City Council hereby approves and adopts the Impact Fee Facilities Plans and Written Analyses for water, wastewater, stormwater, recreation, public safety, and transportation. The Impact Fee Facilities Plans and Written Analyses are incorporated herein by reference and adopted as though fully set forth herein.

Section 3. Severability

If any section, part, or provision included herein or application thereof is held invalid or unenforceable, it shall not affect any other part or provision of this resolution of the application in different circumstances.

//

//

Section 4. Authorized Modifications

City staff is authorized to make minor, non-substantive grammatical and structural changes to these plans and analyses, with the review and approval of the City Engineer (i.e., the individual professional certifying the plans and analyses).

City staff is authorized to add, modify, and change the adopted plans and analyses to add subtitle(s), parenthetical(s), or other references to properly identify the particular plan(s) as also including the appropriate specific master plan, facility plan, resource plan, etc., referenced and incorporated into the Kanab City General Plan.

PASSED AND RESOLVED this 23rd day of April, 2024.

KANAB CITY

MAYOR

ATTEST:

RECORDER

KANAB CITY CORPORATE SEAL

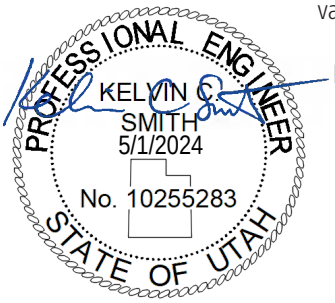
VOTING:

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

PREPARED BY

City Council	**Mayor:** Colten Johnson
Arlon Chamberlain	
Scott Colson	**City Manager:** Kyler Ludwig
Chris Heaton	**Public Works Director:** Jake Dutton
Boyd Corry	**Treasurer:** Danielle Ramsay
Peter Banks	

This Facilities Plan shall also be known and referenced as the "Kanab City Water Resources Plan," "Water" Capital Facilities Plan, or any similar variation of those referenced names, as referenced and incorporated into the Kanab City General Plan, Chapter 8 and Appendix D, and amends or supplements any prior version of the same.



Kelvin C. Smith, P.E.
Project Engineer

Ryker Jensen
Project Analyst

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APPENDICES

Appendix A – Maps

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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 water 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 water utility.

As part of this study, Kanab City's Water Resources Plan, as referenced in the Kanab City General Plan, Chapter 8 and Appendix D, is set forth herein, amending all prior versions thereof or otherwise supplementing those parts of related Capital Facilities Plans.

1.2 User Analysis

Table 1 shows historic annual growth rates of 0.6%-4.4%, 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 (2033-2042). 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 Water Usage

Seasonal shifts in water use are typical for desert climates. Summer months produce the highest demands on a water system, especially if it is also used for irrigation water, as is the case for most of Kanab.

A copy of Table 6 is shown above, presenting the scenario demands for the system analysis. The annual average day demand was calculated to be 318 gpd for a residential connection. The peak day demand for the highest monthly use was calculated to be 757 gpd for a residential connection. Commercial connections were calculated to be equivalent to 4.8 residential connections (ERC).

Demand Scenario	Per ERC	System Wide
Average Day Demand (gpd)	317.6	1,159,663
Peak Day Demand (gpd)	556.7	1,476,478
Peak Instantaneous (gpm)	1.1	3,977
Fire Flow (gpm)	1,500	

1.4 System Analysis

The following are some system statistics for the Kanab water utility:

- 1 Chlorine Treatment Facility with a sand trap
- 6,010,000 gallons of Storage in five tanks
- 18 active Wells
- 9,850 acre-feet of Water Rights annually
- 436 Fire Hydrants
- 13 Pressure Reducing Valves
- 84.8 miles of water mains

1.5 Summary of Recommended Improvements

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

Project Name	Project Description
24" to 12" Interconnection	Install a short 12" line, 53' long, to connect to the existing 24" line at the intersection of 300 S and 100 W.
700 E 12" Pipe Extension	Extend 12" pipeline by 1,452' beneath HWY 89 from the cemetery to 700 East.
Catori Canyon	Catori Canyon is a new subdivision just north of Powell Dr, just west of Kanab Creek. The developer will be responsible for installing culinary water.
Cave Lakes Springs	A series of springs in Cave Lakes Canyon will be developed to provide an alternate water supply for the city.
Chlorination Treatment Expansion	Replace the chlorine gas regulators and flow valve to expand treatment capcity. Includes SCADA and automation improvements.
Country Club Lane	A 10" line will be added beneath Country Club Lane, beginning at the Putter Ln Intersection and moving east to the end of Country Club lane. This is line is approx. 1,576' long.
Kanab East Hidden Canyon	A new water tank will be installed in Hidden Canyon. This will be connected to an existing pipeline near 700 E and U.S. 89. It will also be connected to an existing line with a PRV valve approximately 1.4 miles east of 100 E. The project also includes a booster pump to get water up to the tank.
Kane Dr. to 400 W Connection	Install a 1,261' 8" pipeline that connects Powell Dr. to Kane Creek Dr.
UDOT Shed Loop	Extend 8" pipeline installed for Chinle Dr project by 2,732', then turn north to run underneath HWY 89.
Ventana Resort	Ventana Resort is a new resort south of the reservoir. The developer will be responsible for installing culinary water.
Vermillion Dr. Interconnection	A 10" line will follow the corner of Vermillion Dr. Interconnection, approximately 3' long. It will be connected via 8" line to existing pipes at the east end. This increases pressure to a fire hydrant in the area that's not up to code.
Water Bond Payment	Paying the bond on the water improvements project of 2020. This project included excess capcity to the storage system. $14,500 per month for 40 years.
Water Fill Station	A water fill station will be installed at the city yard off Chinle Dr.
West Chinle Dr.	Install a 8" water line beneath Chinle Dr. The line is 2,066' long and runs east, and includes a PRV valve. It then turns north and runs beneath U.S. 89 to connect to the Hidden Canyon system.
West Fork Well #5	Equip West Fork Well #5 with submerssible pump, pitless adapter, and well house. Includes electrial, SCADA, and access improvements.
West Fork Well #6	Equip West Fork Well #6 with submerssible pump, pitless adapter, and well house. Includes electrial, SCADA, and access improvements. Well drilling and development are included with this project.
West Fork Well #7	Equip West Fork Well #7 with submerssible pump, pitless adapter, and well house. Includes electrial, SCADA, and access improvements. Well drilling and development are included with this project.
IFFPA 5 Yr	5 year update for Master Plans and Impact Fees.
IFFPA 10 Yr	10 year update for Master Plans and Impact Fees.

1.6 Financial Viability

The financials of the water utility show that it is in good health. However, future growth will require some improvements that must be funded by adjusting utility rates and/or impact fees. The maximum allowable impact fee was calculated above for an equivalent residential connection based on eligible projects above. A recommended impact fee schedule based on water meter size is presented below. The cash flow in Appendix C illustrates that if these rates and fees are established as presented, all recommended improvements can be constructed.

Impact Fees Based on Water Meter Size			
Meter Size [in]	Area [sq-in]	Factor	Impact Fee
5/8	0.31	1.00	$6,075.68
1	0.79	2.56	$15,553.74
1.5	1.77	5.76	$34,995.92
2	3.14	10.24	$62,214.96
2.5	4.91	16.00	$97,210.88
3	7.07	23.04	$139,983.67
4	12.57	40.96	$248,859.85
6	28.27	92.16	$559,934.67

2. INTRODUCTION

2.1 Purpose and Scope

The primary objective of this study is to update plans to guide the development of future water system improvements. This study includes an existing condition plan, a 10-year action plan, as well as a longer term 20-year action plan. The analysis supporting these action plans show the state of the system as it is now (existing capacity), and how much growth can be allowed while still meeting Utah State requirements, and still provide an adequate level of service to existing customers. It also evaluates future development projects for financial viability.

Kanab City operates with the purpose of sustainably provide water in sufficient quantity and quality to residents and enterprises within its service area in the near term and as future developments are undertaken. 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, establishing 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 water use data and projected future demands.
    - Field verify new critical elements of the water system (locations, elevations, etc.).
    - Convert elements into GIS and attribute.
    - Update water system GIS data and verify system attributes;
- Update modeling scenarios based on State Code to establish the City's needs:
    - Review the existing model in its current condition and make additions or improvements as needed.
    - Review the calibration of the model based on known meter usage and fire flow data.
    - Operate the model under existing, 10-year and 20-year development conditions.
    - Operate the model based on peak day demand conditions.
    - Operate the model based on peak day demand plus fire flow conditions.
    - Operate the model based on peak instantaneous demand conditions;
- 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 water system impact fee facilities plan draft for City Staff, Department Heads, and the City Council.
  - Publish a final written water system impact fee facilities plan & analysis (IFFPA) 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 multiple projects as recommended in the 2018 IFFPA, helping to fulfill the City's goals in water source protection and distribution. These projects include replacing the North and South Water Tanks for increased capacity, as well as updating the distribution system throughout much of the city.

Now that many 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 and codes for this study include the existing Kanab City General Plan, Utah Administrative Code R309 and R317, as well as all current zoning and development standards.

2.3 Miscellanous Resources

Resources for this plan include monthly City water meter data, Kanab City Staff, federal and state census information, Utah Division of Water Rights information, Utah Administrative Code minimum sizing requirements, the Impact Fees Act established under Utah State Code, and Kanab City Financial Statements.

Kanab Downtown

3. USER ANALYSIS

3.1 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. Plans will be laid out to improve the system to compensate for those deficiencies.

Figure 1: North and South Water Tanks, completed in 2022

3.2 Historic Growth Rates

To properly analyze the 10-year and 20-year planning horizons, projections must be made regarding population. Future estimated growth rates are based on average historical growth rates. Table 1 analyzes past census data provided for Kanab. 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%-4.4%. The average annual growth rate over that time sits at 3.0%. It is worth noting that the 40-year average has gone 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	4.4%
10-year Historic	2000	3510	0.6%
10-year Historic	2010	4312	2.1%
10-year Historic	2020	4683	0.8%
20-year Historic	1980-2000	-	2.5%
20-year Historic	1990-2010	-	1.3%
20-year Historic	2000-2020	-	1.5%
30-year Historic	1980-2010	-	2.4%
30-year Historic	1990-2020	-	1.2%
40-year Historic	1980-2020	-	2.0%

Table 1: Historic Population and Growth Rates

3.3 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.

3.4 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 water than residential connections. Establishing an ERC value for commercial connections allows water usage to be evaluated fairly. Table 2 shows an ERC value of 4.8 for non-residential connections in Kanab. Annual population, ERC, and growth rate projections for the 20-year planning horizon are available in Table 3. ERC calculation tables and water usage data are available in Appendix B.

Connection Type	ERC (2022)
Residential	1.0
Non-Residential	4.8

Table 2: ERC Values

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 3: Growth Projections

4. WATER USAGE

4.1 Historic Usage & Connections

Monthly water usage data from July 2020 to June 2023 was provided by Kanab City to analyze recent water demands. When broken down these show the expected trend seen in Figure 2 below, where water usage increases significantly during the warm summer months of May-September, while tapering off significantly during the cold winter months of November-March. Table 4 shows similar data, broken down by month to show percentage of the yearly average usage. Water demands for January for example were found to be 4% of the annual usage. Table 4 breaks this down further, showing that during the month of January water consumption was 48% of the average monthly usage. The lowest monthly demand occurs in December, when only 2% of the annual consumption was used. The peak monthly usage occurs in July, when 15% of the annual usage occurs representing 175% of the monthly average.

Month	% of Total	% of Average
January	4%	48%
February	3%	39%
March	4%	51%
April	8%	92%
May	12%	145%
June	13%	162%
July	15%	175%
August	13%	161%
September	12%	141%
October	8%	100%
November	5%	57%
December	2%	30%

Table 4: Monthly Water Usage

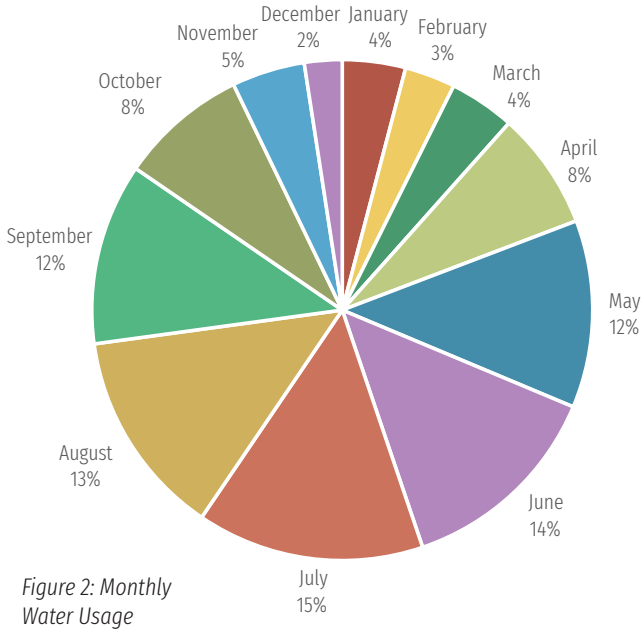


Figure 2: Monthly Water Usage

4.2 Equivalent Residential Connections

As stated earlier, establishing an ERC value for non-residential connections allows water usage to be evaluated fairly between residential and commercial connections. ERC values are calculated for different connection types in Kanab City. For this report, those connection types were simplified to residential and non-residential.

Type	Annual (1000 gal)	Connections	Daily Use per Connection	ERC (2022)
Residential	267,051	2304	317.6	1.0
Non-Residential	150,115	271	1517.6	4.8

Table 5: ERC Calculations

ERC values are calculated by evaluating daily use per connection for each connection type. The residential connection is defined as 1 ERC. The non-residential daily use per connection is then divided by the defined ERC daily use to achieve an ERC value. This analysis is shown in Table 5 for residential and non-residential connection types.

4.3 Water System Demands

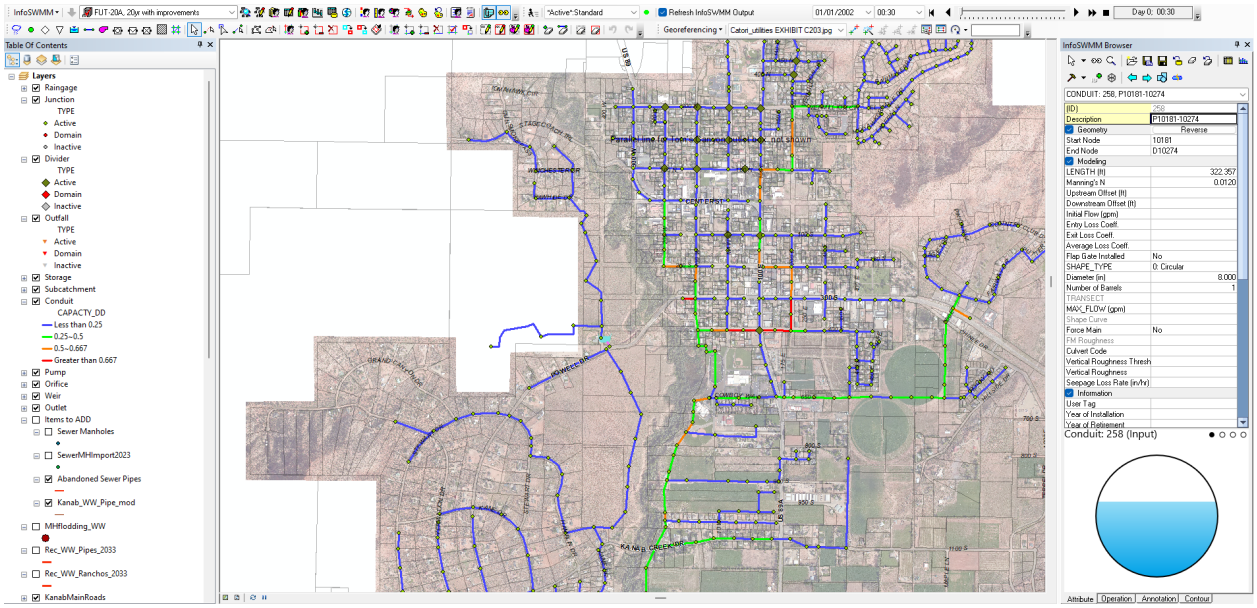
Utah Administrative Rules for Public Drinking Water Systems gives minimum sizing requirements for all areas of a water system typically based on one of several demand scenarios:

- Average Day Demand – based on annual average water demands.
- Peak Day Demand – based on meter data provided to the state for the highest water usage during a single day. Must maintain 40 psi at all points in the system.
- Peak Instantaneous Demand – based on highest demand seen annually. Must maintain 30 psi at all points in the system.
- Peak Day Demand with Fire Flow – peak day demand scenario plus fire flow demands. Must maintain 20 psi at all hydrant points in the system with the locally required flow of 1,500 gpm.

Table 6 shows the demands for the different scenarios. Typically, a water distribution system is designed for the peak day demand with fire flow scenario because that is the governing scenario. However, each facet of a water distribution network is designed according to Utah State Rules governing minimum sizes and will be stated for each facet in the system analysis section of the report.

Demand Scenario	Per ERC	System Wide
Average Day Demand (gpd)	317.6	1,159,663
Peak Day Demand (gpd)	556.7	1,476,478
Peak Instantaneous (gpm)	1.1	3,977
Fire Flow (gpm)	1,500	

Table 6: Water Demands



Screen Clip of Water Model

5. SYSTEM ANALYSIS

5.1 Water Rights

Existing Water Rights

An investigation into the water right holdings of Kanab City through records held by the Utah Division of Water Rights revealed that Kanab City or the City's Corporation owns enough water rights according to the calculated demands. The existing water rights owned by Kanab are listed in Table 8 below. The water rights are listed according to number and show the source and flow.

Water Right No.	Status	Source	Flow		
			cfs	gpm	ac-ft
85-772	CERT	Underground Water Well	3.48	1562.03	2519.44
85-946	APP	Underground Water Wells (17)	3.02	1355.56	2186.41
85-59	CERT	Underground Water Well	1.81	812.44	1310.40
85-956	CERT	Underground Water Well	1.5	673.29	1085.97
85-55	CERT	Underground Water Well	1	448.86	723.98
85-736	CERT	Underground Water Well	0.93	417.44	673.30
85-39	CERT	Underground Water Well	0.885	397.24	640.72
85-112	DIL	Cave Lakes Canyon Springs (23)	0.5	224.43	361.99
85-28	CERT	Underground Water Well	0.448	201.09	324.34
85-703	DIL	City Chicken Spring	0.033	14.81	23.89
		TOTAL	**13.61**	**6107.19**	**9850.44**

Table 7: Water Rights

Kanab has access to 9,850.4 acre-feet (ac-ft) of culinary water rights available annually. Utah Administrative Code requires that there be sufficient water rights to fulfill source capacity requirements. This means that the peak day demand of 556.7 gpd/ERC (converted to 2,332 ac-ft/yr.) is required.

Protected Water Rights

Projected water rights follow the same code requirements as above meeting the peak day demand of 556.7 gpd/ERC. In 2033 it is projected that 3,122 ac-ft/yr. of water rights will be required and that in 2043 a projected 3,805 ac-ft/yr. of water rights will be required. Figure 4 shows the amount of projected required water rights per year in relation to the existing water rights available to Kanab.

Recommended Water Right Improvements

It is recommended that all water rights have their status be updated to "Approved" or "Certified" with the State of Utah. This may require the City to prove reasonable use of the water rights. This will help the City with maintaining control of all its water rights for the foreseeable future.

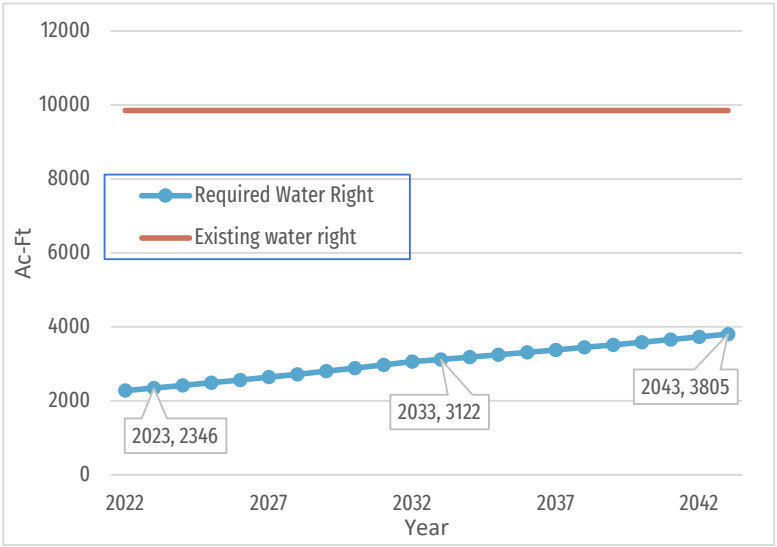


Figure 3: Projected Water Rights

5.2 Source Capacity

Existing Source Capacity

Utah Administrative Code R309-510-7 requires that "[culinary water] source capacity meet anticipated water demand on the day of the highest consumption (peak day demand) and provide one year's supply of water." The City is able to meet this requirement through the City's wells to the north near Highway 89. Table 8 shows that 1,412 gpm is the minimum required source capacity under existing conditions and that the City has a total pumping capacity of 4,045 gpm.

Existing Conditions (2023)								
3,761	ERUs x	557 gpd / ERU	x	1 day / 1440 min	=	1,454	gpm
Total Existing Pump Capacity					=	4,045	gpm

Table 8: Existing Capacity

Projected Source Capacity

Using the same calculations and being governed by the same codes, projected source capacities for every year within the 20-year planning horizon were calculated and are shown in Figure 4. Kanab has adequate source capacity for the outlook of this study with 1,935 gpm and 2,359 gpm being calculated for the 10-year and 20-year planning horizons, respectively.

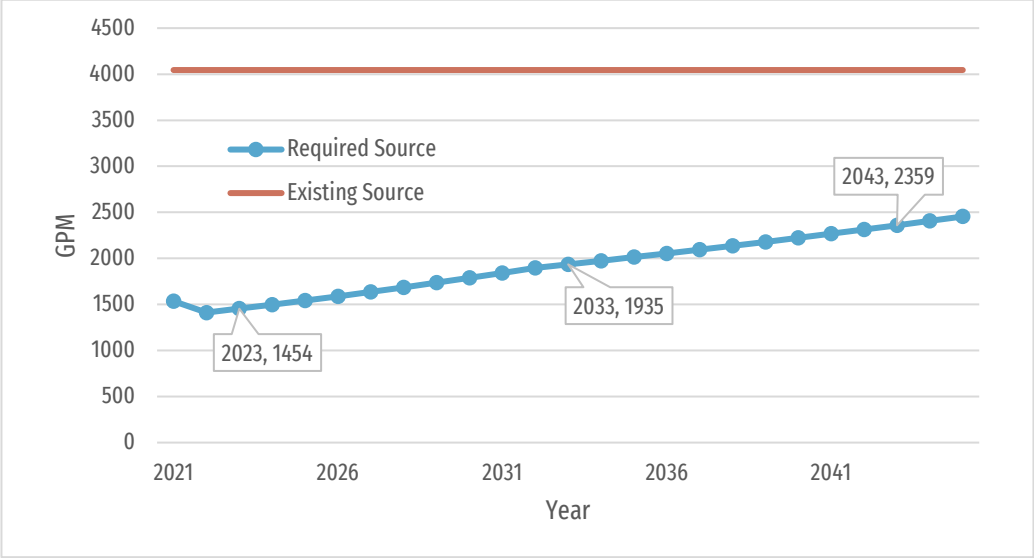


Figure 4: Projected Source Capacity

Recommended Source Capacity Improvements

Kanab City Staff has reported that the Standsfield Water Tank overflows at times because the well source pumps must be operated manually. Operation of the well pumps can be done automatically through a SCADA system interface once installed. Wells are currently in the process of integrating a SCADA system interface and controls, which should address this issue.

Another key consideration is the redevelopment of the Cave Lakes Springs System. These would provide a secondary water source, aside from the wells. This diversification would be a great improvement to the city's water source. The springs do not need power, providing an excellent alternative for emergency situations.

5.3 Storage Capacity

Existing Storage Capacity

Kanab City maintains an existing storage capacity of 6,010,000 gallons. The existing storage tanks and their respective volumes are included in Table 9. The Sand Trap Tank is located north of Kanab on the side of Highway 89. This tank filters out any sand from the wells, then feeds the other tanks in or near the city boundary. North Tank and South Tank sit next to each other and are hydraulically connected acting as one tank. The other two tanks are located on the western border of the City near the base of the high plateaus.

Utah Administrative Code breaks down storage requirements into three general areas: equalization storage for everyday day demands including irrigation needs, fire flow storage according to the local or state fire code, and emergency storage based on experience, risk, and dependability. A breakdown of these minimum storage requirements is included below in Table 10.

Name	Gallons
North Tank	2,000,000
South Tank	2,000,000
Vermillion Tank	1,000,000
Stansfield Tank	1,000,000
Sand Trap Tank	10,000
TOTAL	**6,010,000**

Table 9: Existing Storage Capacity

Existing Conditions (2023)						
Storage Provided for Residential Indoor and Irrigation Use						
2,373	ERCs x	318 gal / ERC		=	754,652 gal	
Storage Provided for Commercial Indoor and Irrigation Use						
1,388	ERCs x	318 gal / ERC		=	441,475 gal	
Fire Flow Storage						
1,500	gpm x	120	min	=	180,000 gal	
Emergency Storage & Peaking Buffer						
200%	of calculated storage			=	2,752,254 gal	
					4,128,381 gal	

Table 10: Storage Capacity Requirements

The storage capacity required for indoor and irrigation uses is calculated by multiplying the average day demand as shown in Table 5 by the number of ERCs for residential and commercial use. Residential and commercial uses were separated for comparison purposes. The local fire authority has required 1,500 gpm of fire flow for two hours to achieve the fire flow storage requirement. Emergency storage and peaking capacity was calculated by multiplying the previously calculated volume by a factor of 200% because of previously experienced high water use in the summer months. The total required storage was calculated to be over 4 million gallons (MGAL).

To further visualize Kanab's storage capacity, Figure 5 shows the data presented in Table 10 in terms of the total existing storage volume. The additional storage volume shown is the extra storage volume in the system after the required storage is counted.

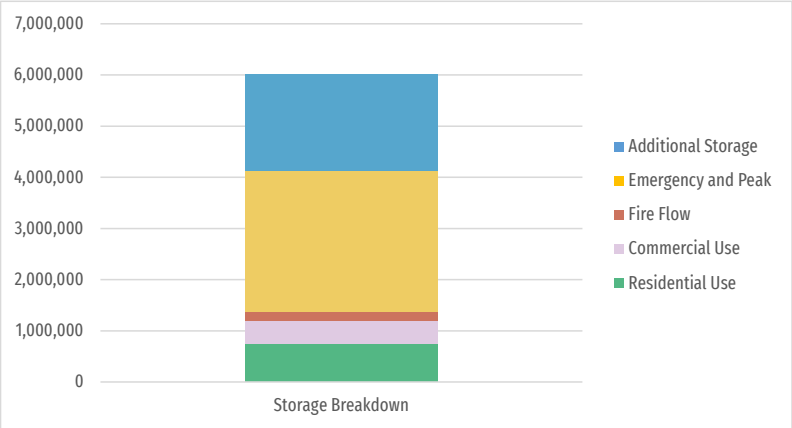


Figure 5: Storage Requirements Breakdown

Projected Storage Capacity

Following the same storage requirement calculations as shown previously, the projected required storage volumes were calculated. Table 11 below shows the projected storage requirements for 2043, the 20-year planning horizon.

The projected growth for Kanab in the 20-year planning horizon shows that over 6.4 million gallons will be required to service the City's water demands. However, when the additional capacity from the existing conditions is factored into future storage demands, Kanab should have over 8 million gallons of storage capacity in 20 years. The additional storage capacity is calculated as 49.4% of the calculated required storage . The level of service for storage capacity is approximately 1,639 gal/ERC.

Future Conditions (2043)						
Storage Provided for Residential Indoor and Irrigation Use						
3,774	ERCs x	318 gal / ERC		=	1,200,283 gal	
Storage Provided for Commercial Indoor and Irrigation Use						
2,208	ERCs x	318 gal / ERC		=	702,171 gal	
Fire Flow Storage						
1,500	gpm x	120	min	=	180,000 gal	
Emergency Storage						
200%	of calculated storage			=	4,164,907 gal	
					6,247,361 gal	

Table 11: Projected Storage Capacity Requirements

Recommended Storage Capacity Improvements

Kanab City can maintain the level of service of approximately 1,639 gal/ERC through impact fees generated by growth. It is recommended that when the storage level of service total gallons exceeds 1 million gallons (MG) above what the City currently has for storage capacity, that a new 1-million-gallon tank be constructed. It is projected that the first new 1 MG tank should be constructed in 2026 and 2032. The 2026 tank will be located near the east City boundary with a 12-inch pipeline connected to the nearest 12-inch water main. Probable locations for these tanks are included in Appendix A (Map 4 & 5).

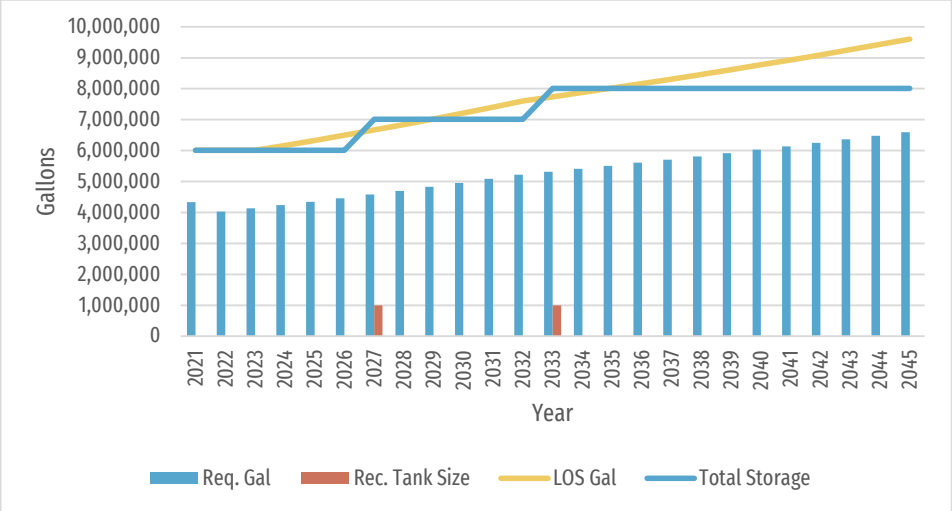


Figure 6: Storage Capacity Recommendations

Kanab Public Works staff has also reported that the Stansfield Tank over fills due to its lower base elevation and not being able to turn off the well's pumps automatically. As of writing this report, Public Works staff must travel to the pump vaults and manually turn off applicable well pumps. It is recommended that a full SCADA solution connecting the tanks, wells, master meters, and treatment systems is installed, so losses in time, materials, and treated culinary water are minimized. This project is currently underway.

Existing water tanks should be monitored and maintained to provide as long a design life as possible. Periodic maintenance may require investigations of the exterior and interior of the tanks.

5.4 Treatment Capacity

Existing Treatment Capacity

Utah Administrative Code R309 has rules for the protection of public health and optional rules to help the water provider avoid consumer complaints. Kanab City's water sources deliver high quality water that is treated through gas chlorination at the Sand Trap Tank. All sources of water must be treated, but it only needs to be treated as fast as the tanks deliver culinary water. Required treatment capacity follows the required storage capacity of the system.

The existing capacity (loading) of the existing chlorination system is 10 lb/day. Currently the City is using about 8lb/day to treat 3.5 million gallons per day (MGD). Assuming the same concentration of chlorine, the max treatment capacity of the existing system is 4.375 MGD.

Projected Treatment Capacity

The projected treatment capacity of the system matches the required storage capacity of the culinary water system. The projected treatment capacity of the system is shown in Figure 7, with the existing maximum treatment capacity shown as a horizontal line. It is projected that 5.31 MGD will be the required treatment capacity in 2033, and 6.36 MGD of treatment capacity in 2043. The existing treatment capacity is exceeded in 2026.

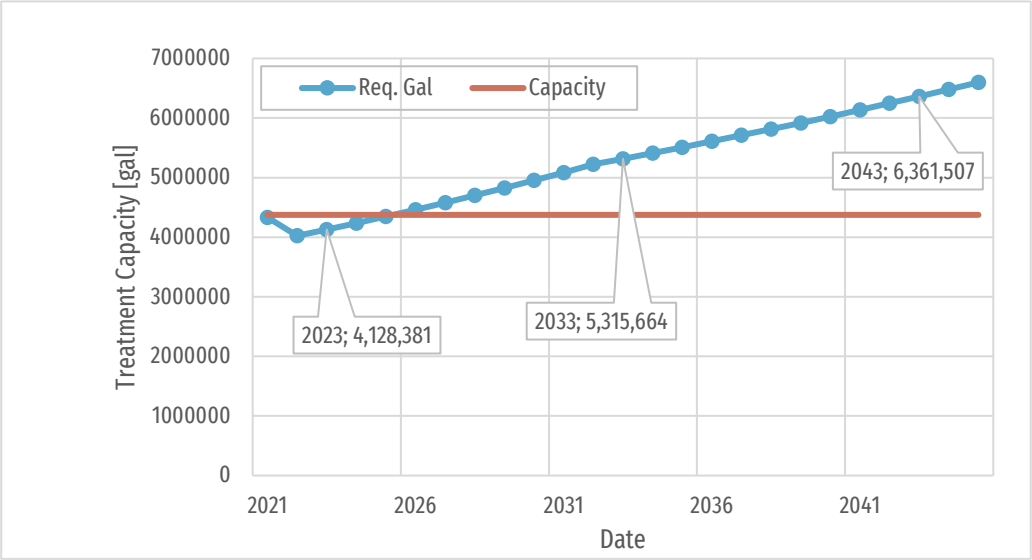


Figure 7: Projected Treatment Capacity

Recommended Treatment Capacity Improvements

It is recommended that the existing chlorine gas chlorination system be expanded to include more capacity. This may involve a parallel chlorine delivery system, or a new larger delivery system. It does not seem needful to add another chlorination location as a recommended improvement, but only to remodel or expand the existing system.

5.5 Distribution System

Network Hydraulic Model

Utah Administrative Code R309 requires that distribution systems be designed for three demands and pressure scenarios:

1. Peak day demand while maintaining 40 psi
2. Peak instantaneous demand while maintaining 30 psi
3. Peak day demand plus fire flow while maintaining 20 psi

Peak day demand is calculated by multiplying the total number of serviced ERCs by the peak day demand value in Table 7. Peak instantaneous indoor demand for a single pipeline is calculated using an equation in the State Code as follows:

$$Q = 10.8 \times N^{0.64}$$

Where Q is in GPM, N is the number of ERCs serviced by the system.

State Code also gives guidelines about calculating the peak instantaneous outdoor demand based on irrigated acres. Kanab resides in map zone 4 which yields a given value of 7.92 GPM/irrigated acre. Several assumptions were also made to calculate the total irrigated acreage in Kanab. While an irrigation company operates in the downtown portion of the City, their existence was not included into the reduction of water required in exchange for only counting the residential ERCs for The City. It was also assumed that each ERC had 0.1 irrigated acres. Table 12 shows the calculations for peak instantaneous demand under existing conditions. Projected demand calculations follow the same equations with ERCs according to growth.

Existing Conditions (2023)												
Peak Instantaneous Indoor Demand												
10.8 x (		3,761	ECRs)$^{0.64}$			2097.2	gpm					
Peak Instantaneous Outdoor Demand												
0.100	irr ac x	63.1%	Res ERC / ERC	x	7.92	gpm / irr ac	x	3,761	ERCs =		1,879.5	gpm
Total Peak Instantaneous Demand											**3,976.8**	**gpm**

Table 12: Peak Instantaneous Demand Calculations

An understanding of the distribution system is not complete without an understanding of the pressure zones within the system. Kanab's culinary water system has 2 pressure zones separated by 13 pressure reducing valves (PRVs). Locations for these valves can be found in Appendix A (Map 1). More information on the existing PRVs including settings can be found in Appendix B.

A hydraulic model was set up in InfoWater, an industry leading modeling system that is an add-on for ArcMap from Innovyze. The model was set up with GIS data for existing system network components such as pipes, valves, tanks, etc. and demands were placed on the system model.

The results from the model show that system design capacities and pressures are being met in almost all areas of the City. There is one isolated location that because of elevation, pipe size, and dead end lengths of pipe, does not meet pressure requirements under the design scenarios. In all cases, the fire flow scenario governed the recommendations to remedy system deficiencies.

Existing Distribution System

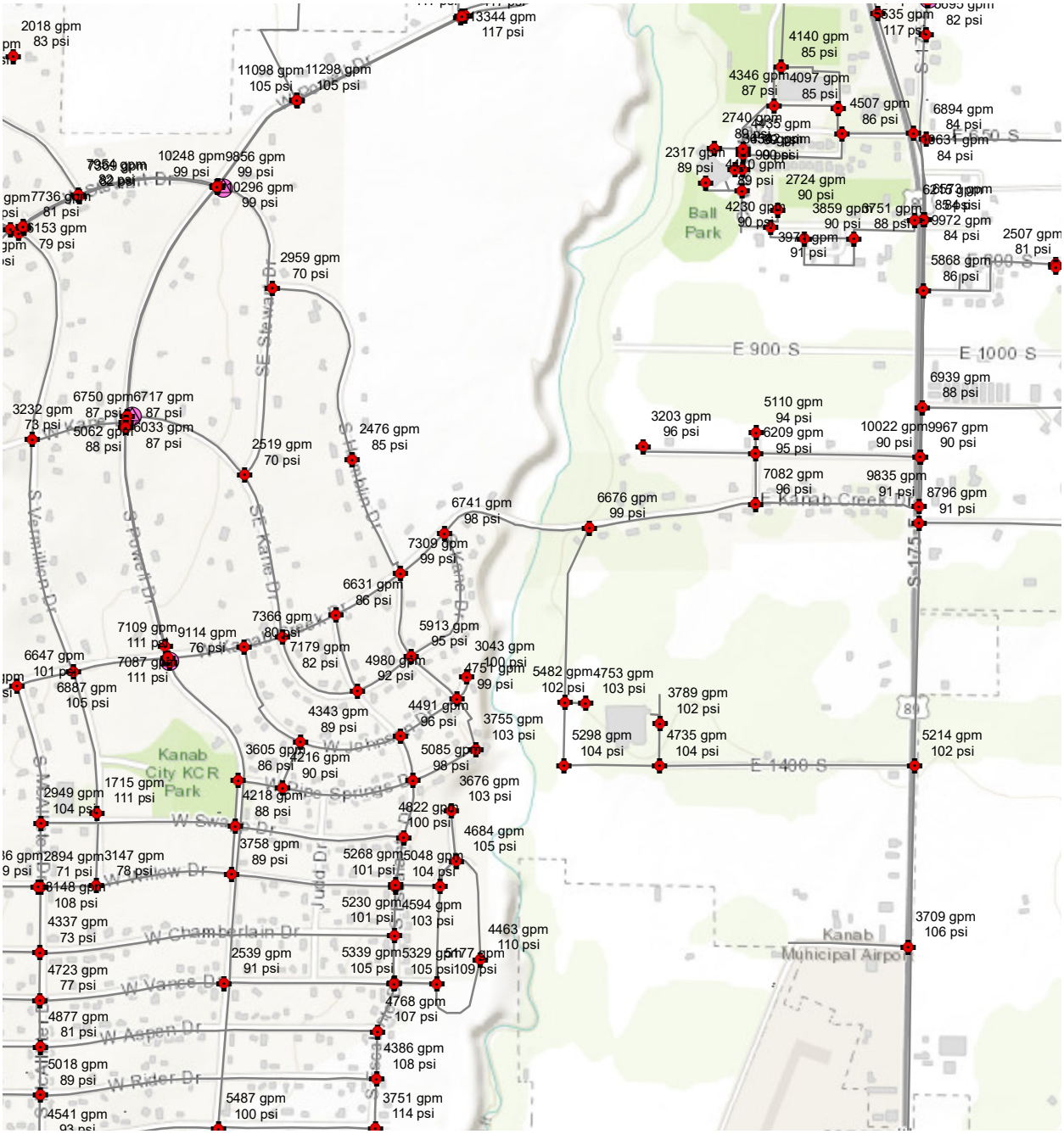
The distribution system provides good service to a vast majority of the service connections and fire hydrants. There is one hydrant location at the west end of Vermillion Drive that cannot meet state and local fire flow requirements. The existing pipe is an old 6" pipe. This pipe was installed before the current Utah State minimum water main sizing requirements were adopted. Appendix A contains maps showing the results of the model run under existing conditions in terms of fire flows at junctions and existing pipe network locations and diameters.

In addition to the hydraulic model, a hydrant inventory was done to analyze the appropriate spacing of fire hydrants in Kanab. Using the fire authority's guidance in accordance with Utah State fire suppression rules, fire hydrants are to be spaced in 500-foot intervals. A 250-foot radius buffer was created around each existing fire hydrant to show areas that are and are not within 250 feet of a fire hydrant. Much of the City has fire hydrants spaced 600-700 feet apart, particularly in the downtown and Ranchos neighborhoods. It is recommended that as development increases, or as needed, fire hydrants be added to the system to meet the 500-foot spacing requirement.

Projected Distribution System

Projected demands were calculated using the same equations and assumptions that were used for the existing system demands with the exception that future ERC values were used. Several new water main lines were added to the network to facilitate projected development growth and a recommended tank in a new higher pressure zone. A booster pump and several PRV's will be required to service and separate the projected higher pressure zone.

As development continues in Kanab, culinary water main lines will be needed to service those areas. Projected locations for new development were considered in isolated cases. Most of the increase from the projected water demands were spread out onto the existing system. Appendix A contains maps showing the model results for the 10-year projected network.



Clip of Fire Flow Analysis Model

6. SUMMARY OF RECOMMENDED IMPROVEMENTS

Based on sound engineering judgment, practices, and through the hydraulic modeling results, a summary of recommended improvements is presented in Table 13. Kanab City can maintain its high-quality culinary water system through preventative maintenance to protect water quality and quantity, infrastructure, and service to the citizens of Kanab.

Project Name	Project Description
24" to 12" Interconnection	Install a short 12" line, 53' long, to connect to the existing 24" line at the intersection of 300 S and 100 W.
700 E 12" Pipe Extension	Extend 12" pipeline by 1,452' beneath HWY 89 from the cemetery to 700 East.
Catori Canyon	Catori Canyon is a new subdivision just north of Powell Dr, just west of Kanab Creek. The developer will be responsible for installing culinary water.
Cave Lakes Springs	A series of springs in Cave Lakes Canyon will be developed to provide an alternate water supply for the city.
Chlorination Treatment Expansion	Replace the chlorine gas regulators and flow valve to expand treatment capcity. Includes SCADA and automation improvements.
Country Club Lane	A 10" line will be added beneath Country Club Lane, beginning at the Putter Ln Intersection and moving east to the end of Country Club lane. This is line is approx. 1,576' long.
Kanab East Hidden Canyon	A new water tank will be installed in Hidden Canyon. This will be connected to an existing pipeline near 700 E and U.S. 89. It will also be connected to an existing line with a PRV valve approximately 1.4 miles east of 100 E. The project also includes a booster pump to get water up to the tank.
Kane Dr. to 400 W Connection	Install a 1,261' 8" pipeline that connects Powell Dr. to Kane Creek Dr.
UDOT Shed Loop	Extend 8" pipeline installed for Chinle Dr project by 2,732', then turn north to run underneath HWY 89.
Ventana Resort	Ventana Resort is a new resort south of the reservoir. The developer will be responsible for installing culinary water.
Vermillion Dr. Interconnection	A 10" line will follow the corner of Vermillion Dr. Interconnection, approximately 3' long. It will be connected via 8" line to existing pipes at the east end. This increases pressure to a fire hydrant in the area that's not up to code.
Water Bond Payment	Paying the bond on the water improvements project of 2020. This project included excess capcity to the storage system. $14,500 per month for 40 years.
Water Fill Station	A water fill station will be installed at the city yard off Chinle Dr.
West Chinle Dr.	Install a 8" water line beneath Chinle Dr. The line is 2,066' long and runs east, and includes a PRV valve. It then turns north and runs beneath U.S. 89 to connect to the Hidden Canyon system.
West Fork Well #5	Equip West Fork Well #5 with submerssible pump, pitless adapter, and well house. Includes electrial, SCADA, and access improvements.
West Fork Well #6	Equip West Fork Well #6 with submerssible pump, pitless adapter, and well house. Includes electrial, SCADA, and access improvements. Well drilling and development are included with this project.
West Fork Well #7	Equip West Fork Well #7 with submerssible pump, pitless adapter, and well house. Includes electrial, SCADA, and access improvements. Well drilling and development are included with this project.
IFFPA 5 Yr	5 year update for Master Plans and Impact Fees.
IFFPA 10 Yr	10 year update for Master Plans and Impact Fees.

Table 13: Summary of Recommended Improvements

7. FINANCIAL VIABILITY

7.1 Cost Estimates

Civil Science has prepared cost estimates for each of the projects identified in Table 13. 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 2023 dollars.

7.2 Project Phasing

Recommended improvements were given a time frame in which the projects are expected to be implemented based on growth projections, localized growth, and available impact fee funds as shown in the cash flow. Table 14 shows the recommended improvements within a 10-year period with their projected year of construction and costs in 2023 dollars plus 3% inflation per year.

Project Name	Projected Year	Inflated Cost
Catori Canyon	2024	$256,140
West Fork Well #5	2024	$702,260
Water Project Bond Payment	2024	$1,740,000
Vermillion Dr. Interconnection	2025	$85,230
Water Fill Station	2025	$159,238
Ventana Resort	2025	$318,981
Chlorination Treatment Expansion	2025	$45,001
Cave Lakes Springs	2026	$2,077,524
24" to 12" Interconnection	2026	$36,064
West Fork Well #6	2026	$1,270,025
Kanab East Hidden Canyon	2027	$5,044,793
IFFPA 5 Yr	2028	$39,618
West Fork Well #7	2028	$1,206,320
Country Club Lane	2029	$363,511
West Chinle Dr.	2030	$555,366
700 E 12" Pipe Extension	2032	$419,042
Kane Dr. to 400 W Connection	2033	$240,359
UDOT Shed Loop	2033	$651,251
IFFPA 10 Yr	2033	$45,928
	Total	**$15,256,652**

Table 14: 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. 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 specified by the phasing projections. On the other hand, if growth is slower 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 water system and establish adjustments to the impact fees based on changes in situation and future projections.

Project Name	Projected Year	Inflation	3%	Impact Fee Eligible %	Impact Fee Eligible Cost
		2023 Cost	Inflated Cost		
Catori Canyon	2024	$256,140	$256,140	96%	$246,140
West Fork Well #5	2024	$702,260	$702,260	100%	$702,260
Water Project Bond Payment	2024	$1,740,000	$1,740,000	16%	$285,324
Vermillion Dr. Interconnection	2025	$82,748	$85,230	90%	$76,707
Water Fill Station	2025	$154,600	$159,238	100%	$159,238
Ventana Resort	2025	$309,690	$318,981	0%	$0
Chlorination Treatment Expansion	2025	$43,690	$45,001	100%	$45,001
Cave Lakes Springs	2026	$1,958,266	$2,077,524	20%	$415,505
24" to 12" Interconnection	2026	$33,994	$36,064	100%	$36,064
West Fork Well #6	2026	$1,197,120	$1,270,025	100%	$1,270,025
Kanab East Hidden Canyon	2027	$4,616,700	$5,044,793	16%	$803,712
IFFPA 5 Yr	2028	$35,200	$39,618	100%	$39,618
West Fork Well #7	2028	$1,071,800	$1,206,320	100%	$1,206,320
Country Club Lane	2029	$313,568	$363,511	100%	$363,511
West Chinle Dr.	2030	$465,110	$555,366	100%	$555,366
700 E 12" Pipe Extension	2032	$330,796	$419,042	100%	$419,042
Kane Dr. to 400 W Connection	2033	$184,215	$240,359	100%	$240,359
UDOT Shed Loop	2033	$499,130	$651,251	100%	$651,251
IFFPA 10 Yr	2033	$35,200	$45,928	100%	$45,928
Total		$14,030,227	$15,256,652	-	$7,561,371
				Increase in ERCs	1,245
				Maximum Allowable Impact Fee	**$6,075.68**

Table 15: Impact Fee Calculations

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 calculations are presented in Table 15. Impact fee eligible costs are based on inflated costs and impact fee eligibility.

The maximum allowable impact fee for the water system is **$6,075.68.** 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 16 presents the proposed impact fee based on meter sizes and factors based on cross-sectional area.

Impact Fees Based on Water Meter Size			
Meter Size [in]	Area [sq-in]	Factor	Impact Fee
5/8	0.31	1.00	$6,075.68
1	0.79	2.56	$15,553.74
1.5	1.77	5.76	$34,995.92
2	3.14	10.24	$62,214.96
2.5	4.91	16.00	$97,210.88
3	7.07	23.04	$139,983.67
4	12.57	40.96	$248,859.85
6	28.27	92.16	$559,934.67

Table 16: Proposed Impact Fee Schedule

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

As required by the Utah Impact Fees Act, an Impact Fee Certification is included in Appendix D. It states that this analysis was done according to 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 (adequate pressure, flow, 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 residents. At the time of this study Kanab had applied for grant funds in relation to the Cave Lakes Springs project but has not heard back.

7.4 User Rate Analysis

Kanab currently has a tiered water rate structure with a base rate. Base rates are charged to all connections in the system to fund fixed costs associated with operating the water system. Overage rates, or variable rates, are usually set to encourage water conservation and should cover variable costs associated with operating the water system. Table 17 shows the breakdown of the existing rate structure with possible water utility bills for selected usages.

The scope of this study also included an analysis of the user rate to determine an average rate for the water system. Table 18 shows this analysis based on the estimated 2023 costs

Existing Water Rate			
		Base	$ 40.00
Low Gal	High Gal	$/1,000gal	
0	7,000	$	-
7,001	10,000	$	1.20
10,001	15,000	$	1.30
15,001	20,000	$	1.55
20,001	25,000	$	1.60
25,001	30,000	$	1.65
30,001	35,000	$	1.70
35,001	40,000	$	1.75
40,001	45,000	$	1.80
45,001	50,000	$	1.85
50,001	55,000	$	2.00
55,001	60,000	$	2.05
60,001	Up	$	2.25

Bill for Select Useages		
Gallons	Bill	
9,659	$	43.60
12,500	$	46.85
20,000	$	57.85
30,000	$	74.10
50,000	$	109.60
75,000	$	163.60

Table 17: Existing Water Rate Structure

User Rate Analysis	Fixed %	Variable %	Fixed	Variable
Rent	100%	0%	$ 47,338.21	$ -
Salaries & Wages	80%	20%	$ 315,410.15	$ 78,852.54
Employee Benefits	80%	20%	$ 117,909.61	$ 29,477.40
Office Expense	80%	20%	$ 66,999.31	$ 16,749.83
Insurance	100%	0%	$ 34,239.06	$ -
Utilities	50%	50%	$ 38,158.45	$ 38,158.45
Travel & Training	100%	0%	$ 3,609.61	$ -
System Repairs & Maintenance	25%	75%	$ 65,984.37	$ 197,953.12
Professional Services	80%	20%	$ 11,395.93	$ 2,848.98
Miscellaneous	100%	0%	$ 25,931.79	$ -
Interest & Fiscal Charges	80%	20%	$ 49,160.58	$ 12,290.14
Payment to KCWCD	50%	50%	$ 25,000.00	$ 25,000.00
Current Liabilities	50%	50%	$ 127,607.60	$ 127,607.60
		Totals	$ 928,744.68	$ 528,938.07
		Meters times Cost Factors	2,675	
		Monthly Rates	**$ 28.94**	**$ 16.48**
		Total Average Monthly Rate	**$45.42**	

Table 18: User Rate Analysis

established in the cash flow and the latest value for the number of billed connections. Each expense category is assigned a percentage to fixed costs or variable costs-based engineering judgement and experience. Totals for fixed and variable costs are then divided by the meter replacement factor to achieve a monthly base rate and average overage rate. The meter replacement factor was calculated by determining Kanab's cost to procure and install each size of water meter. These factors were multiplied by the quantity of meters of each size to figure the proportional amount of the base rate a typical 5/8" water meter should pay. Table 19 shows a summary of the number of meters per size the calculations for the replacement factors. The calculated base rate is **$28.94** with an average overage rate of **$16.48**, which totals to an average monthly rate of **$45.42**. This analysis does not consider new debt the City may choose to accept to fund projects. Kanab received $1,967,967 in total water service billings for the fiscal year 2022.

Meter sizes and Installed Quantities				
Meter Size [in]	Quantity	Repacement Cost	Replacement Factor	Base Rates
0.625	2,383	$ 500.00	1.00	28.94
1	61	$ 549.64	1.10	31.81
1.5	15	$ 1,012.96	2.03	58.63
2	49	$ 1,324.24	2.65	76.64
2.5	0	$ 2,391.88	4.78	138.43
3	8	$ 2,928.04	5.86	169.46
4	1	$ 3,474.52	6.95	201.09
6	1	$ 5,252.56	10.51	304.00

Table 19: Meter Sizes and Installed Quantities

Proposed Rate Structure 1			
	Base	$	28.94
Low Gal	High Gal	$/1,000gal	
0	5,000	$	1.00
5,001	10,000	$	1.10
10,001	15,000	$	1.20
15,001	20,000	$	1.30
20,001	25,000	$	1.45
25,001	30,000	$	1.60
30,001	35,000	$	1.75
35,001	40,000	$	1.90
40,001	45,000	$	2.10
45,001	50,000	$	2.30
50,001	55,000	$	2.50
55,001	60,000	$	2.70
60,001	70,000	$	2.95
70,001	80,000	$	3.20
80,001	90,000	$	3.45
90,001	100,000	$	3.70
100,001	Up	$	3.95
Bill for Select Useages			
	Gallons		Bill
	9,659	$	39.00
	12,500	$	42.44
	20,000	$	51.94
	30,000	$	67.19
	50,000	$	107.44
	75,000	$	164.19
*	100,000	$	406.96
*	300,000	$	1,196.96

*Applies base rate for a 3" meter

Table 20: Proposed Rate Structure

Proposed Rate Structure 2			
	Base	$	29.00
Low Gal	High Gal	$/1,000gal	
0	10,000	$	1.10
10,001	20,000	$	1.15
20,001	30,000	$	1.25
30,001	40,000	$	1.40
40,001	50,000	$	1.60
50,001	60,000	$	1.85
60,001	70000	$	2.15
70,001	80000	$	2.50
80,001	90000	$	2.90
90,001	100000	$	3.35
100,001	Up	$	3.85
Bill for Select Useages			
	Gallons		Bill
	9,659	$	39.56
	12,500	$	43.65
	20,000	$	51.50
	30,000	$	64.00
	50,000	$	94.00
	75,000	$	123.25
*	100,000	$	361.96
*	300,000	$	1,131.96

*Applies base rate for a 3" meter

Proposed Rate Structure 3			
	Base	$	28.00
Low Gal	High Gal	$/1,000gal	
0	10,000	$	1.15
10,001	20,000	$	1.20
20,001	30,000	$	1.30
30,001	40,000	$	1.40
40,001	50,000	$	1.60
50,001	60,000	$	1.80
60,001	70000	$	2.10
70,001	80000	$	2.40
80,001	90000	$	2.80
90,001	100000	$	3.20
100,001	Up	$	3.70
Bill for Select Useages			
	Gallons		Bill
	9,659	$	39.04
	12,500	$	43.20
	20,000	$	51.50
	30,000	$	64.50
	50,000	$	94.50
	75,000	$	123.00
*	100,000	$	358.96
*	300,000	$	1,098.96

*Applies base rate for a 3" meter

Table 21: Proposed Alternate Rate Structure

Table 19 summarizes the quantities for each meter, replacements costs and replacement factors. For example, a 2" water meter will cost 2.65 times more than a 5/8" meter to replace and will therefore need to pay 2.65 times more in their base rate. Another key change to proposed rates is that no water will be included in the base rate. This results in residential low water users will have lower water utility bills. Several proposed user rate structures are given in Table 20 and 21. All proposed rate structures were requested to have a key change in the base rate so meters can be replaced and paid for within 10 years by each user. So, users with larger meters will need to pay more to cover the meter replacement costs. Meter replacement costs were estimated with input from City Staff, meter replacement quote from a supplier, and manpower to replacement each meter size.

Proposed Rate Structure 1 shows increases in the cost per thousand gallons for every 5,000 gallons up to 100,000 gallons. This proposed rate structure will result in lower water utility bills for low residential water users and high water utility bills for high water users with larger sized meters.

Proposed Rate Structure 2 and 3 reduce the number of tiers in the rate structure and adjust the overage rates, bringing the average bill closer to, but still below, the calculated average. Neither of these proposed rate structures include any water use in the base rate.

Several proposed user rate structures are given below in Table 19 and Table 20. Proposed Rate Structure 1 closely matches the existing rate structure but increases each of the tiered overage rates by $0.15. This brings the average rate closer to the target rate of 56.63.

Proposed Rate Structure 2 and 3 reduce the number of tiers in the rate structure and adjust the overage rates, bringing the average bill closer to the calculated average. Neither of these proposed rate structures include any water use in the base rate.

7.5 Cash Flow Analysis

A water 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 fiscal years 2020-2022 Kanab City audits. 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 printout is given 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 seeks to quantify all the expenses incurred by the wastewater utility. 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 for the utility.

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

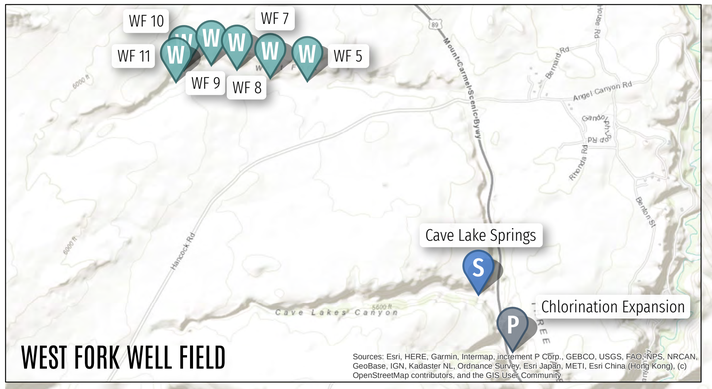
Included at the end of the cash flow analysis is a system improvement implementation schedule for the next twenty years which shows how the impact fee facilities plan improvement projects were incorporated into the cash flow analysis.

Other Financing Options

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



Catori Canyon
24" to 12" Interconnection
400 W PRV
Vermillion Dr. Interconnection
Kane Dr to 400 W Connection
Hidden Canyon Booster Station
700 East 12" Pipe Extension
Country Club Lane
Hidden Canyon Tank
Kanab East Hidden Canyon
Hidden Canyon PRV
Water Fill Station
West Chinle Dr.
W Chinley PRV
UDOT Shed Loop
Ventana Resort
Kanab
Toms Canyon
Savage Point
Pugh Canyon
UTAH
ARIZONA
MOHAVE

LEGEND

City Boundary

Type

- PRV
- Well
- Tank
- Booster Station
- Spring
- Water Project

Project

- 700 East 12" Pipe Extension
- Catori Canyon
- Country Club Lane
- Kanab East Hidden Canyon
- Kane Dr to 400 W Connection
- UDOT Shed Loop
- Ventana Resort
- Vermillion Dr. Interconnection
- West Chinle Dr.
- 24" to 12" Interconnection

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

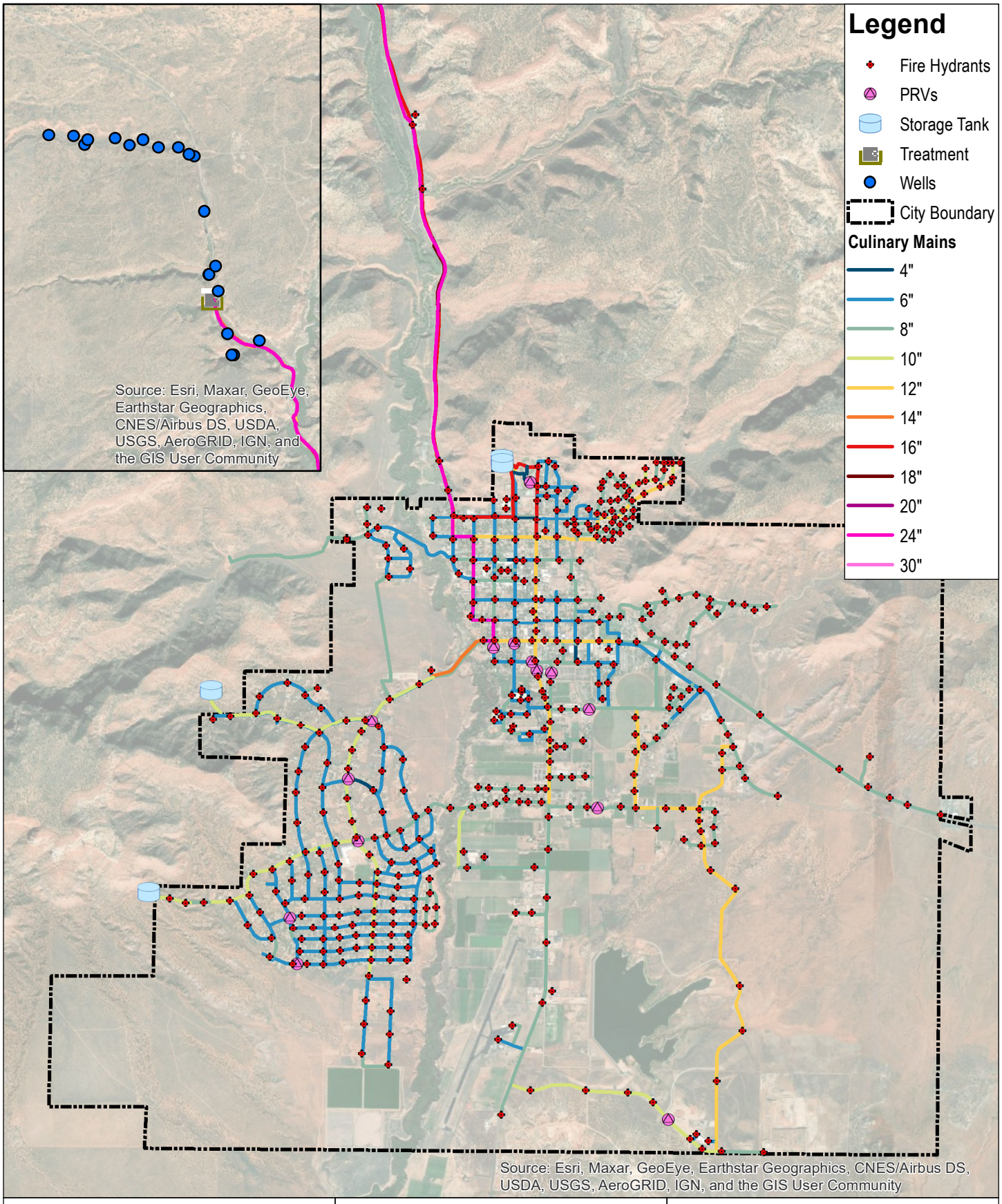
PROPOSED WATER PROJECTS MAP

N

0 0.25 0.5 Miles

CivilScience

KANAB UTAH



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1:48,000

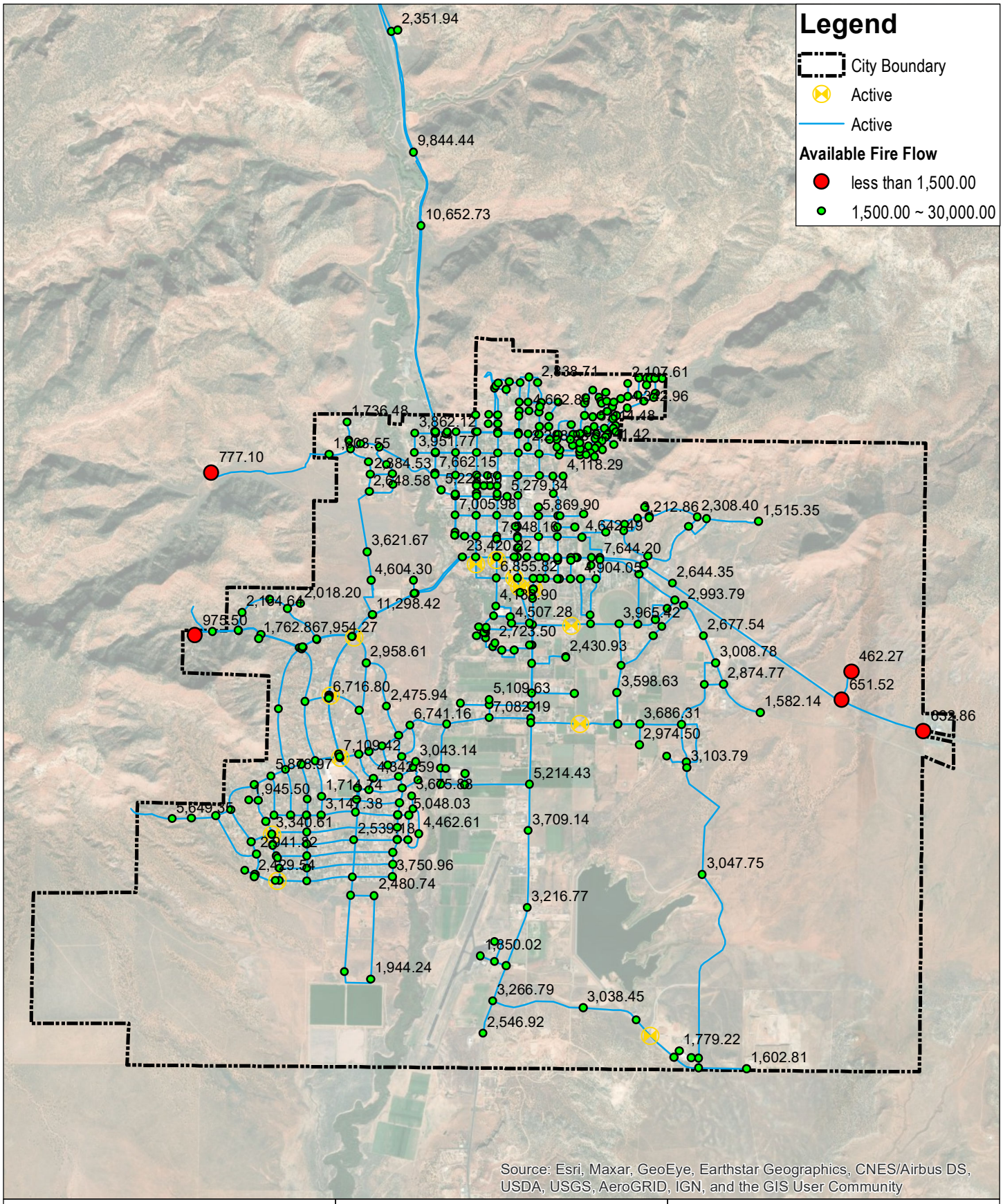
Civil Science

KANAB UTAH

KANAB CITY WATER MASTER PLAN UPDATE 2024

Existing Culinary Water System

Map 2



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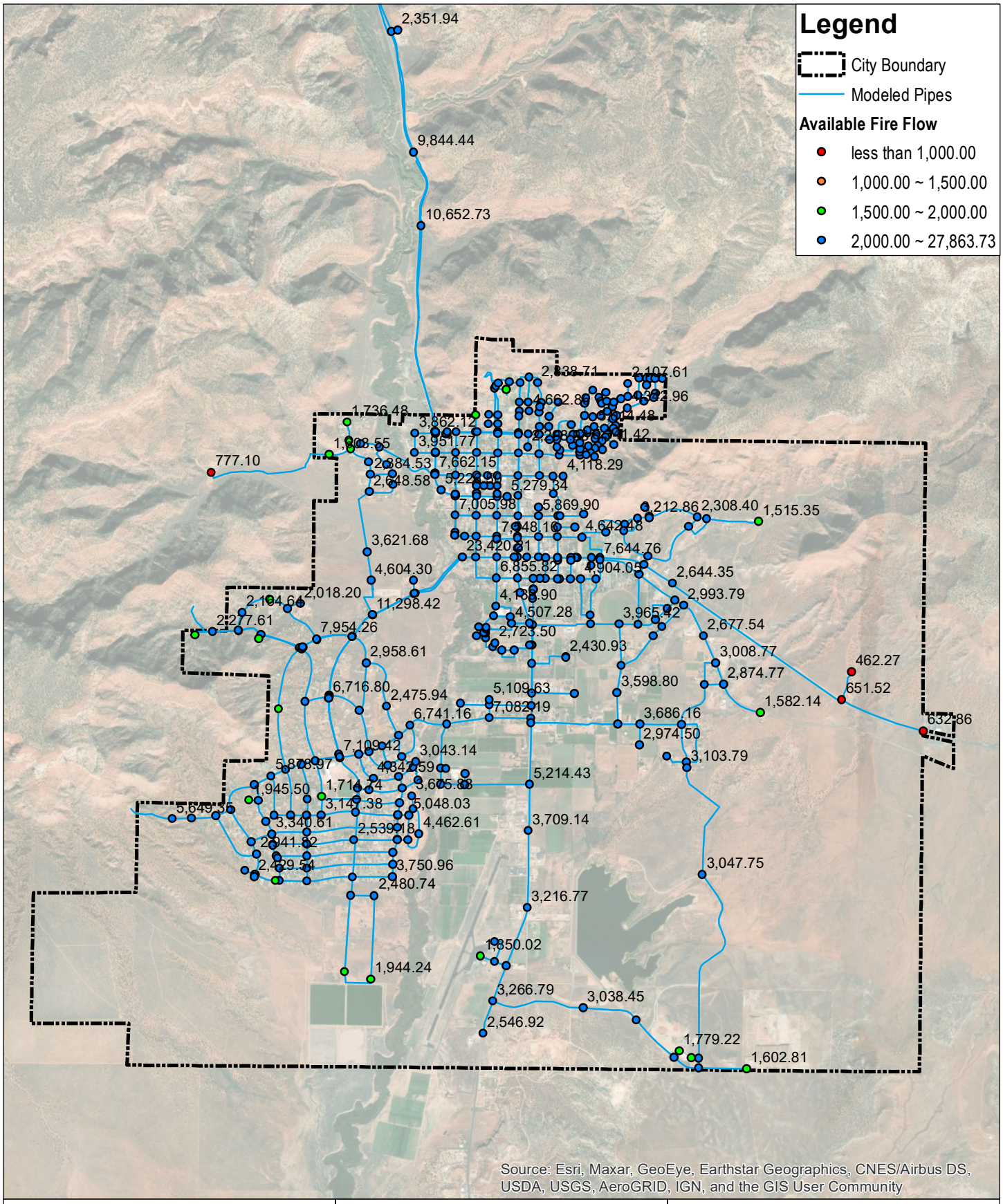
Civil Science

KANAB UTAH

KANAB CITY WATER MASTER PLAN UPDATE 2024

Existing Available Fire Flow at 20 psi

Map 3



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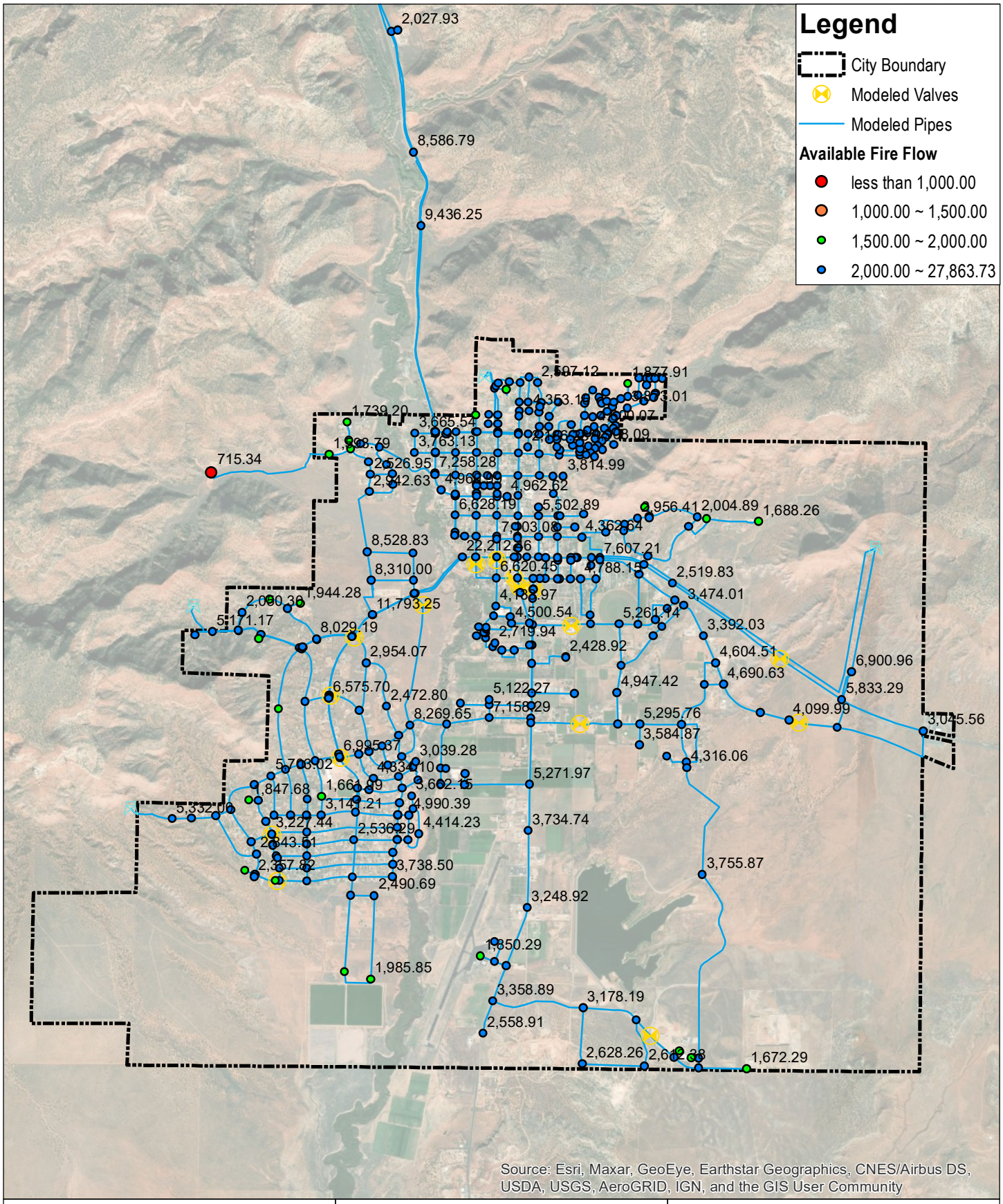
Civil Science

KANAB UTAH

KANAB CITY WATER MASTER PLAN UPDATE 2024

2024 Available Fire Flow at 20 psi

Map 4



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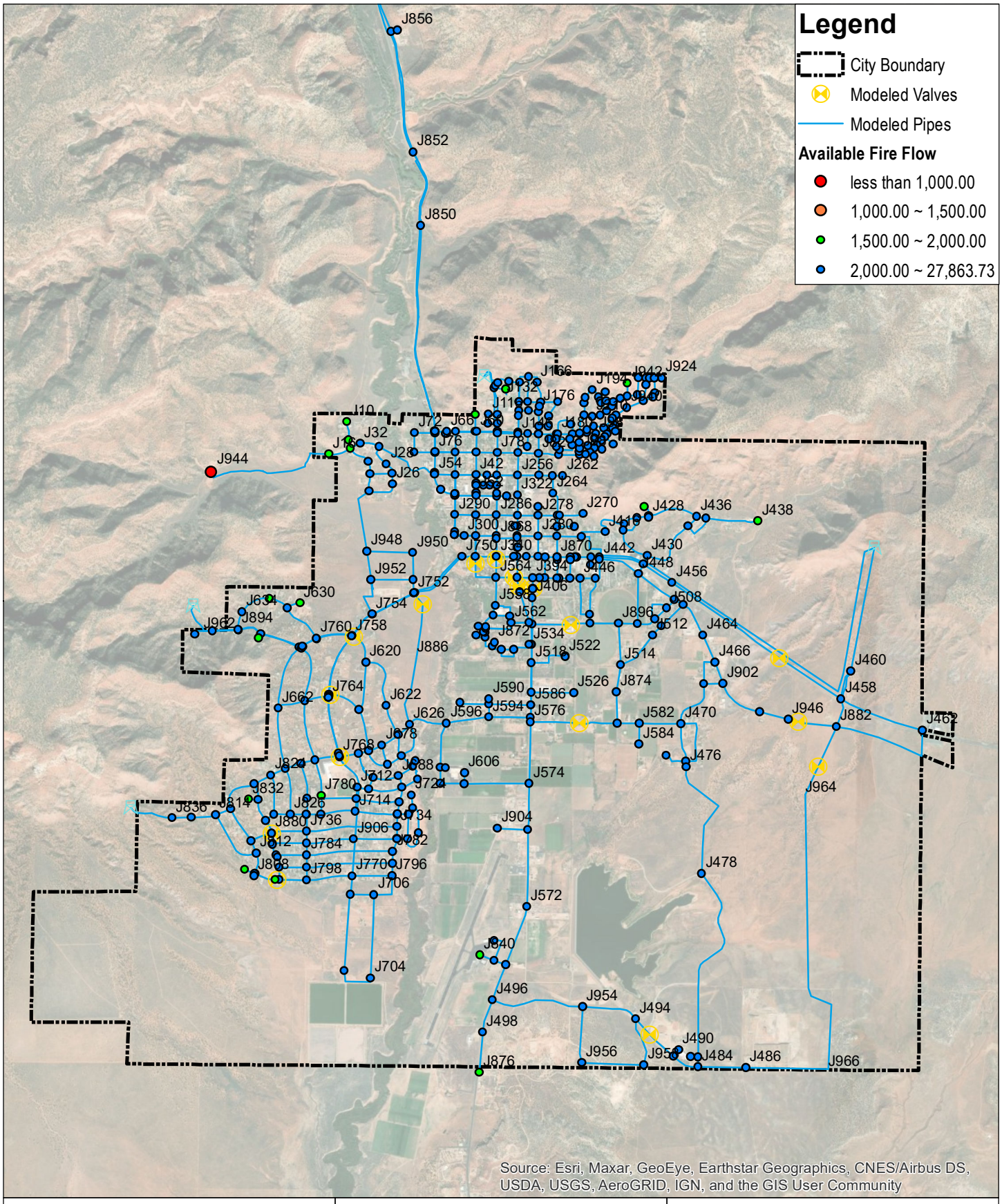
Civil Science

KANAB UTAH

KANAB CITY WATER MASTER PLAN UPDATE 2024

2033 Available Fire Flow at 20 psi

Map 5



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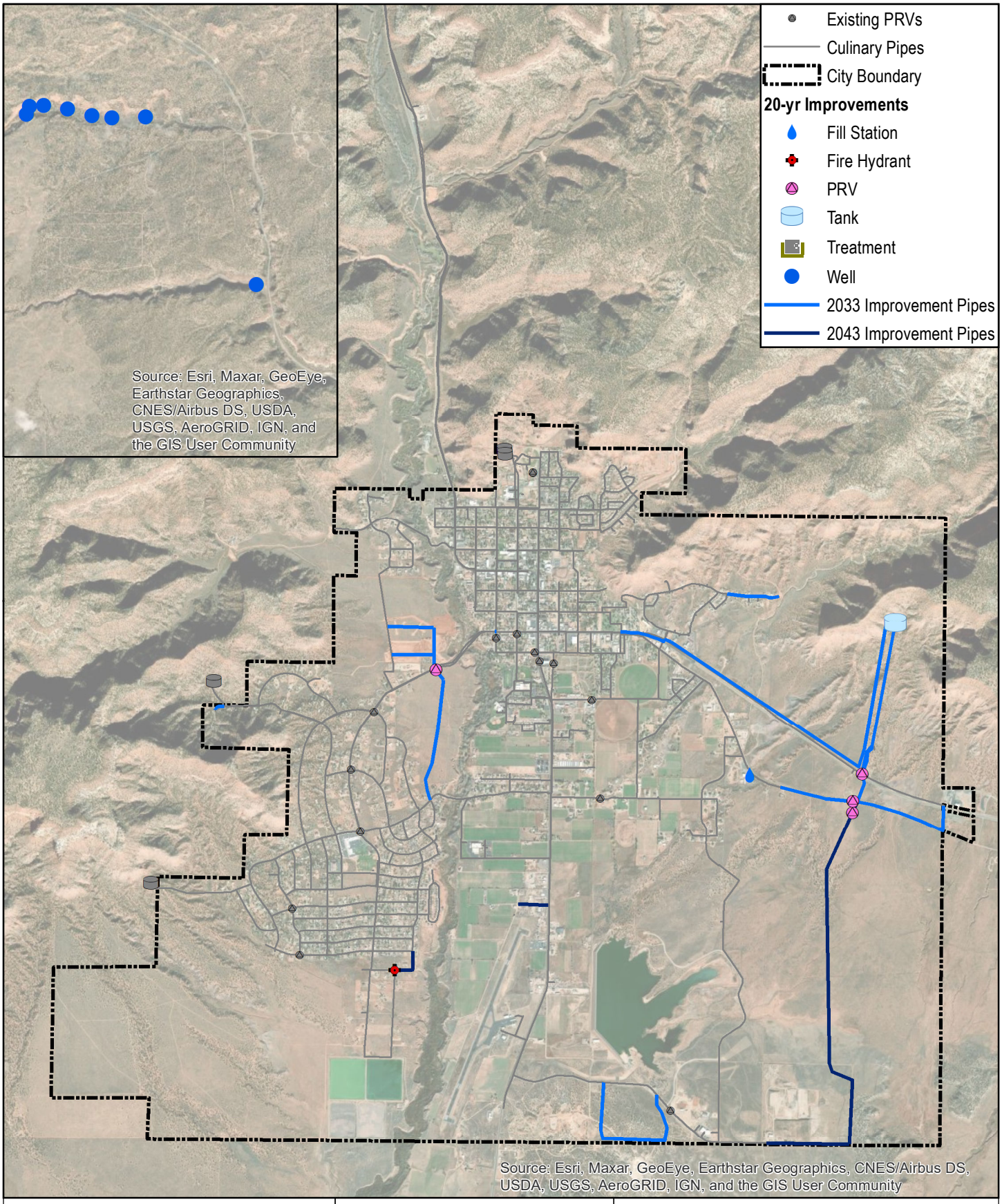
Civil Science

KANAB UTAH

KANAB CITY WATER MASTER PLAN UPDATE 2024

2043 Available Fire Flow at 20 psi

Map 6



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Civil Science

KANAB UTAH

KANAB CITY WATER MASTER PLAN UPDATE 2024

Overall Improvements

Map 7

APPENDIX B
TABLES & FIGURES

Model Calibration Check at Selected Locations

*Data was collected when Ranchos Tanks were 19' full and Downtown Tanks at 28'.

*Data collected on January 21, 2018.

*No fire flow was discharged during data collection

*Model values are based on peak day demand (summer demand)

Hydrant Location	Measured Pressure [psi]	Simulated Pressure [psi]
800E Fairway	90 STATIC : 80	83.1
650S 100 E	85 " " : 75	83.8
Airport - new terminal	115 " " : 110	115.2
Navajo & Powell	100 " " : 92	98.4
Stewart & Powell	105 " " : 95	102.2
405N Main	90 " " : 75	77.3
270N Gunsmoke	95 " " : 94	89.2

Ranchos 18' Down town 26'

West Sewer Lagoons 100 static; 70 residual
Landfill hydrant 90 static; 60 residual

Residential Water Meter Data

	MULTIPLE UNITS	RANCHOS	RESIDENTIAL	Total
Jul-2020	541	8746	29083	38370
Aug-2020	450	10185	32410	43045
Sep-2020	439	9176	28175	37790
Oct-2020	396	6651	21703	28750
Nov-2020	284	2750	12035	15069
Dec-2020	227	2362	7849	10438
Jan-2021	216	1842	6538	8596
Feb-2021	168	1778	6330	8276
Mar-2021	205	2733	8926	11864
Apr-2021	234	5792	17751	23777
May-2021	316	7764	25094	33174
Jun-2021	348	9179	29392	38919
Jul-2021	472	9192	30840	40504
Aug-2021	398	7786	27223	35407
Sep-2021	358	7379	24185	31922
Oct-2021	263	3602	14386	18251
Nov-2021	191	2738	10028	12957
Dec-2021	205	1732	6551	8488
Jan-2022	232	2095	7253	9580
Feb-2022	207	1941	6926	9074
Mar-2022	228	2146	8023	10397
Apr-2022	235	4347	15328	19910
May-2022	313	7586	24479	32378
Jun-2022	359	8718	29463	38540
Jul-2022	436	8786	30128	39350

Aug-2022	490	7094	24746	32330
Sep-2022	372	5951	20499	26822
Oct-2022	342	4511	15510	20363
Nov-2022	235	2126	9169	11530
Dec-2022	46	289	1371	1706
Jan-2023	238	1676	7071	8985
Feb-2023	390	1878	6398	8666
Mar-2023	404	1699	6916	9019
Apr-2023	411	3112	11306	14829
May-2023	601	6398	23545	30544
Jun-2023	710	6488	24335	31533

Commercial Water Meter Data

DATE	CITY OWNED	GOVERNMENT	CHURCHES	FIREMAN	FARMS	INDUSTRIAL	SCHOOLS	LARGE COMMERCIAL	SMALL COMMERCIAL	TOTAL
Jul-2020	6648	1537	711	266	71	10	5883	184	7596	22906
Aug-2020	5562	1388	774	295	75	23	5991	213	6681	21002
Sep-2020	5427	1469	702	182	55	9	5295	338	6475	19952
Oct-2020	3166	1302	415	155	57	12	3890	208	6591	15796
Nov-2020	55	1614	72	102	50	20	162	161	5253	7489
Dec-2020	22	816	22	51	52	39	95	122	3118	4337
Jan-2021	22	904	5	47	51	25	52	103	2861	4070
Feb-2021	21	773	6	39	48	11	57	116	2642	3713
Mar-2021	3754	856	25	62	51	14	682	197	3934	9575
Apr-2021	2359	1355	484	122	84	16	2660	240	6426	13746
May-2021	3580	1495	627	153	59	15	4616	209	6468	17222
Jun-2021	4861	1488	707	208	113	22	4136	257	8090	19882
Jul-2021	4135	1752	749	211	83	25	5084	214	7662	19915
Aug-2021	3341	1580	623	155	81	20	4605	174	6338	16917
Sep-2021	3004	1394	477	160	66	19	3881	192	6413	15606
Oct-2021	1252	1174	104	85	52	19	955	184	5456	9281
Nov-2021	45	1168	19	93	51	20	237	163	4521	6317
Dec-2021	26	877	9	32	26	16	91	120	2826	4023
Jan-2022	29	872	28	40	43	12	138	100	3055	4317
Feb-2022	1028	806	14	45	37	12	453	108	3300	5803
Mar-2022	1204	859	22	55	59	18	736	179	4223	7355
Apr-2022	3361	1074	261	97	35	16	3528	200	5699	14271
May-2022	4798	1474	521	197	69	18	4868	212	7458	19615

Jun-2022	4585	1480	756	286	45	21	5264	202	8268	20907
Jul-2022	5093	1583	851	248	97	19	5616	212	8064	21783
Aug-2022	3605	1508	740	221	77	21	5177	185	7200	18734
Sep-2022	2934	1287	709	178	66	17	3252	183	6623	15249
Oct-2022	1844	1084	421	129	46	16	2338	171	5807	11856
Nov-2022	204	890	65	54	24	12	329	160	4072	5810
Dec-2022	854	1	6	16	6	0	56	0	1317	2256
Jan-2023	10234	516	36	39	34	9	127	78	3244	14317
Feb-2023	427	520	71	36	63	11	76	106	3646	4956
Mar-2023	36	556	30	38	40	11	176	169	4174	5230
Apr-2023	1601	814	331	78	42	13	721	212	5632	9444
May-2023	3069	1333	979	194	33	16	3802	214	8297	17937
Jun-2023	3630	1332	845	189	59	14	4647	227	7813	18756

Annual Meter Data Summary

	Residential	Non-Residential	Total
July 2020-June 2021	298068	159690	457758
July 2021-June 2022	267408	144327	411735
July 2022-June 2023	235677	146328	382005

APPENDIX C
FINANCIAL ANALYSIS

OWNER Kenny Seng
PROJECT Catori Canyon

ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	10%	LS	$ 15,200.00	$ 15,200.00
2	Project Record Documents	1%	LS	$ 1,500.00	$ 1,500.00
3	Traffic and Temporary Controls	4%	LS	$ 6,100.00	$ 6,100.00
4	Materials and Sampling	3%	LS	$ 4,600.00	$ 4,600.00
5	Construction Layout & Staking	2%	LS	$ 3,000.00	$ 3,000.00
Water					
1	12" PVC Water	2042	LF	$ 50.00	$ 102,100.00
2	8" Gate Valve	4	EA	$ 2,500.00	$ 10,000.00
3	12" Gate Valve	7	EA	$ 3,500.00	$ 24,500.00
Transportation					
1	Pavement Asphalt T Patch	640	SF	$ 6.00	$ 3,840.00
Earthwork					
2	Restore Surface Improvements	1	SF	$ 12,000.00	$ 12,000.00
			Subtotal		**$ 182,840.00**
		Professional Services & Incidentals		15%	$ 27,500.00
			Contingency	25%	$ 45,800.00
			Subtotal		**$ 73,300.00**
				PROJECT TOTAL	**$ 256,140.00**

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

Kanab West Fork Well #5
Well Equipping

ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	10%	LS	$ 49,400.00	$ 49,400.00
2	Temporary Controls	1	LS	$ 5,000.00	$ 5,000.00
3	Quality Control & Testing	1	LS	$ 5,000.00	$ 5,000.00
4	Selective Site Demolition	1	LS	$ 5,000.00	$ 5,000.00
5	Earthwork & Import Base Course	1	LS	$ 3,000.00	$ 3,000.00
6	8" Base Course Roadway	35	CY	$ 60.00	$ 2,100.00
7	4" Concrete Flatwork w/ Base	68	SF	$ 40.00	$ 2,720.00
8	CMU Well House Building (20'-8"x11'-4")	1	LS	$ 275,000.00	$ 275,000.00
9	4" Ductile Iron Pipe	10	LF	$ 140.00	$ 1,400.00
10	4" PVC DR18 C900 Water Main	65	LF	$ 80.00	$ 5,200.00
11	4" PVC DR18 C900 Waste Line	71	LF	$ 80.00	$ 5,680.00
12	Water Main Connection and Tie-in	1	LS	$ 5,000.00	$ 5,000.00
13	4" Sch. 40 PVC Drain Pipe	62	LF	$ 40.00	$ 2,480.00
14	4" Rotork Quarter Turn Actuator 3-Way Assembly	1	EA	$ 15,000.00	$ 15,000.00
15	3" Check Valve	1	EA	$ 5,000.00	$ 5,000.00
16	3" Flow Meter	1	EA	$ 7,000.00	$ 7,000.00
17	Misc. Well Piping	1	LS	$ 25,000.00	$ 25,000.00
18	Submersible Pump	1	EA	$ 8,000.00	$ 8,000.00
19	Pitless Adapter	1	EA	$ 3,000.00	$ 3,000.00
20	Column Piping	274	LF	$ 80.00	$ 21,920.00
21	18" HDPE Storm Drain Pipe	40	LF	$ 70.00	$ 2,800.00
22	12" Thick Rip-Rap (D50 = 6")	20	CY	$ 80.00	$ 1,600.00
23	Scada Improvements (RTU, VFD, Conn.)	1	LS	$ 80,000.00	$ 80,000.00
24	Electrical Improvements	1	LS	$ 7,500.00	$ 7,500.00
			Subtotal		$ 543,800.00
			Contingency	20%	$ 108,760.00
				Construction Total	**$ 652,560.00**
PROFESSIONAL SERVICES & INCIDENTALS					
1	Land Surveying Services		EST	$ 3,300.00	$ 3,300.00
2	Engineering Design	3.4%	EST	$ 23,900.00	$ 23,900.00
3	Bid Phase Services		EST	$ 10,000.00	$ 10,000.00
4	Construction Phase Services		EST	$ 10,000.00	$ 10,000.00
5	Construction Staking		EST	$ 2,500.00	$ 2,500.00
			Subtotal		$ 49,700.00
				PROJECT TOTAL	**$ 702,260.00**

Disclaimer:

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Notes:

1 - Quantities shown in the EOC are purely estimates based off construction drawings.

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.

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OWNER Kanab City
PROJECT Vermillion Dr. Interconnection

ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	10%	LS	$ 4,900.00	$ 4,900.00
2	Project Record Documents	1%	LS	$ 500.00	$ 500.00
3	Traffic and Temporary Controls	4%	LS	$ 2,000.00	$ 2,000.00
4	Materials and Sampling	3%	LS	$ 1,500.00	$ 1,500.00
5	Construction Layout & Staking	2%	LS	$ 1,000.00	$ 1,000.00
Water					
1	8" PVC Water	10	LF	$ 35.00	$ 350.00
2	10" PVC Water	326	LF	$ 45.00	$ 14,670.00
3	8" Gate Valve	2	EA	$ 2,500.00	$ 5,000.00
4	10" Gate Valve	1	EA	$ 3,000.00	$ 3,000.00
Transportation					
1	Pavement Asphalt T Patch	2688	SF	$ 6.00	$ 16,128.00
Earthwork					
1	Restore Surface Improvements	1	LS	$ 10,000.00	$ 10,000.00
			Subtotal		**$ 59,048.00**
		Professional Services & Incidentals		15%	$ 8,900.00
			Contingency	25%	$ 14,800.00
			Subtotal		**$ 23,700.00**
				PROJECT TOTAL	**$ 82,748.00**

Disclaimer:
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Notes:

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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 Water Fill Station

ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	10%	LS	$ 9,200.00	$ 9,200.00
2	Project Record Documents	1%	LS	$ 900.00	$ 900.00
3	Traffic and Temporary Controls	4%	LS	$ 3,700.00	$ 3,700.00
4	Materials and Sampling	3%	LS	$ 2,800.00	$ 2,800.00
5	Construction Layout & Staking	2%	LS	$ 1,800.00	$ 1,800.00
Water					
13	Water Fill Station	1	LS	$ 92,000.00	$ 92,000.00
			Subtotal		**$ 110,400.00**
		Professional Services & Incidentals		15%	$ 16,600.00
			Contingency	25%	$ 27,600.00
			Subtotal		**$ 44,200.00**
				PROJECT TOTAL	**$ 154,600.00**

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:

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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.

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OWNER Kenny Seng
PROJECT Ventana Resort

ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	10%	LS	$ 18,400.00	$ 18,400.00
2	Project Record Documents	1%	LS	$ 1,800.00	$ 1,800.00
3	Traffic and Temporary Controls	4%	LS	$ 7,400.00	$ 7,400.00
4	Materials and Sampling	3%	LS	$ 5,500.00	$ 5,500.00
5	Construction Layout & Staking	2%	LS	$ 3,700.00	$ 3,700.00
Water					
1	8" PVC Water	5054	LF	$ 35.00	$ 176,890.00
2	6" Gate Valve	5	EA	$ 1,500.00	$ 7,500.00
			Subtotal		**$ 221,190.00**
	Professional Services & Incidentals			15%	$ 33,200.00
	Contingency			25%	$ 55,300.00
			Subtotal		**$ 88,500.00**
				PROJECT TOTAL	**$ 309,690.00**

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OWNER Kanab City
PROJECT Chlorination Treatment Expansion

ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	5%	LS	$ 1,400.00	$ 1,400.00
2	Project Record Documents	1%	LS	$ 300.00	$ 300.00
3	Traffic and Temporary Controls	2%	LS	$ 600.00	$ 600.00
4	Materials and Sampling	4%	LS	$ 1,100.00	$ 1,100.00
Water					
1	20lb Pressure Regulator	2	EA	$ 2,110.00	$ 4,220.00
2	Gas Flow Regulator	1	EA	$ 6,570.00	$ 6,570.00
3	SCADA Scales	2	EA	$ 1,500.00	$ 3,000.00
4	SCADA RTU Unit	1	EA	$ 14,000.00	$ 14,000.00
			Subtotal		**$ 31,190.00**
			Professional Services & Incidentals	15%	$ 4,700.00
			Contingency	25%	$ 7,800.00
			Subtotal		**$ 12,500.00**
				PROJECT TOTAL	**$ 43,690.00**

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KANAB CITY
CAVE LAKE SPRINGS REDEVELOPMENT
February 13, 2024

ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	5%	LS	$ 65,400.00	$ 65,400.00
2	Project Sign & Record Documents	1	LS	$ 5,000.00	$ 5,000.00
3	Traffic Control & Site Security	1	LS	$ 7,500.00	$ 7,500.00
4	Temporary Controls	1	LS	$ 10,000.00	$ 10,000.00
5	Environmental Controls	1	LS	$ 10,000.00	$ 10,000.00
6	4" PVC Waterline	620	LF	$ 45.00	$ 27,900.00
7	6" PVC Waterline	10000	LF	$ 55.00	$ 550,000.00
8	6" Gate Valve	6	EA	$ 3,000.00	$ 18,000.00
10	Big Spring	1	LS	$ 69,615.56	$ 69,615.56
11	Cave Spring	1	LS	$ 157,324.81	$ 157,324.81
13	Boiling Spring	1	LS	$ 71,100.93	$ 71,100.93
14	Spring 1	1	LS	$ 71,311.48	$ 71,311.48
15	Spring 2	1	LS	$ 78,282.59	$ 78,282.59
17	Head Spring	1	LS	$ 152,395.37	$ 152,395.37
18	New Spring	1	LS	$ 79,484.26	$ 79,484.26
19	Twin Springs	1	LS	$ 127,760.93	$ 127,760.93
20	Slab Spring	1	LS	$ 70,141.11	$ 70,141.11
19	48" Manhole Box	1	LS	$ 8,000.00	$ 8,000.00
			Subtotal		$ 1,579,217.04
			Contingency	20%	$ 315,843.41
				Project Total	**$ 1,895,060.44**
PROFESSIONAL SERVICES & INCIDENTALS					
			Subtotal		$ 255,200.00
				PROJECT TOTAL	**$ 2,150,260.44**

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OWNER Kanab City
PROJECT 24" to 12" Interconnection

ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	10%	LS	$ 2,000.00	$ 2,000.00
2	Project Record Documents	1%	LS	$ 200.00	$ 200.00
3	Traffic and Temporary Controls	4%	LS	$ 800.00	$ 800.00
4	Materials and Sampling	3%	LS	$ 600.00	$ 600.00
5	Construction Layout & Staking	2%	LS	$ 400.00	$ 400.00
Water					
1	12" PVC Water	53	LF	$ 50.00	$ 2,650.00
Transportation					
1	Pavement Asphalt T Patch	424	SF	$ 6.00	$ 2,544.00
Earthwork					
1	Restore Surface Improvements	1	LS	$ 15,000.00	$ 15,000.00
			Subtotal		**$ 24,194.00**
		Professional Services & Incidentals		15%	$ 3,700.00
			Contingency	25%	$ 6,100.00
			Subtotal		**$ 9,800.00**
				PROJECT TOTAL	**$ 33,994.00**

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Kanab West Fork Well #6
Well Equipping

ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	10%	LS	$ 86,000.00	$ 86,000.00
2	Temporary Controls	1	LS	$ 5,000.00	$ 5,000.00
3	Quality Control & Testing	1	LS	$ 5,000.00	$ 5,000.00
4	Selective Site Demolition	1	LS	$ 5,000.00	$ 5,000.00
5	Earthwork & Import Base Course	1	LS	$ 3,000.00	$ 3,000.00
6	8" Base Course Roadway	1025	CY	$ 60.00	$ 61,500.00
7	CMU Well House Building (20'-8"x11'-4")	1	LS	$ 280,000.00	$ 280,000.00
8	4" PVC DR18 C900 Water Main	2070	LF	$ 80.00	$ 165,600.00
9	Water Main Connection & Misc. Well Piping	1	LS	$ 40,000.00	$ 40,000.00
10	4" Rotork Quarter Turn Actuator 3-Way Assembly + Check Valve & Meter	1	LS	$ 30,000.00	$ 30,000.00
11	Submersible Pump, Pitless Adapter & Column Piping	1	LS	$ 40,000.00	$ 40,000.00
12	Well Drilling & Development	1	LS	$ 135,000.00	$ 135,000.00
13	Scada Improvements (RTU, VFD, Conn.)	1	LS	$ 80,000.00	$ 80,000.00
14	Electrical Improvements	1	LS	$ 10,000.00	$ 10,000.00
			Subtotal		$ 946,100.00
			Contingency	20%	$ 189,220.00
				Construction Total	**$ 1,135,320.00**
PROFESSIONAL SERVICES & INCIDENTALS					
1	Land Surveying Services		EST	$ 3,300.00	$ 3,300.00
2	Engineering Design	3.0%	EST	$ 36,000.00	$ 36,000.00
3	Bid Phase Services		EST	$ 10,000.00	$ 10,000.00
4	Construction Phase Services		EST	$ 10,000.00	$ 10,000.00
5	Construction Staking		EST	$ 2,500.00	$ 2,500.00
			Subtotal		$ 61,800.00
				PROJECT TOTAL	**$ 1,197,120.00**

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OWNER Kanab City
PROJECT Kanab East Hidden Canyon

ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	10%	LS	$ 274,800.00	$ 274,800.00
2	Project Record Documents	1%	LS	$ 27,500.00	$ 27,500.00
3	Traffic and Temporary Controls	4%	LS	$ 109,900.00	$ 109,900.00
4	Materials and Sampling	3%	LS	$ 82,400.00	$ 82,400.00
5	Construction Layout & Staking	2%	LS	$ 55,000.00	$ 55,000.00
Water					
1	8" PVC Water	0	LF	$ 35.00	$ -
1	12" PVC Water	16354	LF	$ 50.00	$ 817,700.00
2	8" Gate Valve	6	EA	$ 2,500.00	$ 15,000.00
3	12" Gate Valve	55	EA	$ 3,500.00	$ 192,500.00
4	PRV Valve	1	EA	$ 40,000.00	$ 40,000.00
5	Water Tank	1	EA	$ 1,600,000.00	$ 1,600,000.00
Transportation					
1	Pavement Asphalt T Patch	8800	SF	$ 6.00	$ 52,800.00
Earthwork					
1	Restore Surface Improvements	1	SF	$ 30,000.00	$ 30,000.00
			Subtotal		**$ 3,297,600.00**
		Professional Services & Incidentals		15%	$ 494,700.00
			Contingency	25%	$ 824,400.00
			Subtotal		**$ 1,319,100.00**
				PROJECT TOTAL	**$ 4,616,700.00**

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Kanab West Fork Well #7
Well Equipping

ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	10%	LS	$ 76,800.00	$ 76,800.00
2	Temporary Controls	1	LS	$ 5,000.00	$ 5,000.00
3	Quality Control & Testing	1	LS	$ 5,000.00	$ 5,000.00
4	Selective Site Demolition	1	LS	$ 5,000.00	$ 5,000.00
5	Earthwork & Import Base Course	1	LS	$ 3,000.00	$ 3,000.00
6	8" Base Course Roadway	620	CY	$ 60.00	$ 37,200.00
7	CMU Well House Building (20'-8"x11'-4")	1	LS	$ 280,000.00	$ 280,000.00
8	4" PVC DR18 C900 Water Main	1250	LF	$ 80.00	$ 100,000.00
9	Water Main Connection & Misc. Well Piping	1	LS	$ 40,000.00	$ 40,000.00
10	4" Rotork Quarter Turn Actuator 3-Way Assembly + Check Valve & Meter	1	LS	$ 30,000.00	$ 30,000.00
11	Submersible Pump, Pitless Adapter & Column Piping	1	LS	$ 35,000.00	$ 35,000.00
12	Well Drilling & Development	1	LS	$ 138,000.00	$ 138,000.00
13	Scada Improvements (RTU, VFD, Conn.)	1	LS	$ 80,000.00	$ 80,000.00
14	Electrical Improvements	1	LS	$ 10,000.00	$ 10,000.00
			Subtotal		$ 845,000.00
			Contingency	20%	$ 169,000.00
				Construction Total	**$ 1,014,000.00**
PROFESSIONAL SERVICES & INCIDENTALS					
1	Land Surveying Services		EST	$ 3,300.00	$ 3,300.00
2	Engineering Design	3.0%	EST	$ 32,000.00	$ 32,000.00
3	Bid Phase Services		EST	$ 10,000.00	$ 10,000.00
4	Construction Phase Services		EST	$ 10,000.00	$ 10,000.00
5	Construction Staking		EST	$ 2,500.00	$ 2,500.00
			Subtotal		$ 57,800.00
				PROJECT TOTAL	**$ 1,071,800.00**

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OWNER Kanab City
PROJECT Country Club Lane

ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	10%	LS	$ 18,700.00	$ 18,700.00
2	Project Record Documents	1%	LS	$ 1,900.00	$ 1,900.00
3	Traffic and Temporary Controls	4%	LS	$ 7,500.00	$ 7,500.00
4	Materials and Sampling	3%	LS	$ 5,600.00	$ 5,600.00
5	Construction Layout & Staking	2%	LS	$ 3,700.00	$ 3,700.00
Water					
1	10" PVC Water	1576	LF	$ 45.00	$ 70,920.00
2	10" Gate Valve	5	EA	$ 3,000.00	$ 15,000.00
Transportation					
1	Pavement Asphalt T Patch	12608	SF	$ 6.00	$ 75,648.00
Earthwork					
1	Restore Surface Improvements	1	SF	$ 25,000.00	$ 25,000.00
			Subtotal		**$ 223,968.00**
	Professional Services & Incidentals			15%	$ 33,600.00
	Contingency			25%	$ 56,000.00
			Subtotal		**$ 89,600.00**
				PROJECT TOTAL	**$ 313,568.00**

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OWNER Kanab City
PROJECT West Chinle Dr.

ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	10%	LS	$ 27,700.00	$ 27,700.00
2	Project Record Documents	1%	LS	$ 2,800.00	$ 2,800.00
3	Traffic and Temporary Controls	4%	LS	$ 11,100.00	$ 11,100.00
4	Materials and Sampling	3%	LS	$ 8,300.00	$ 8,300.00
5	Construction Layout & Staking	2%	LS	$ 5,500.00	$ 5,500.00
Water					
1	8" PVC Water	2370	LF	$ 35.00	$ 82,950.00
2	8" Gate Valve	8	EA	$ 2,500.00	$ 20,000.00
3	PRV Valve	1	EA	$ 40,000.00	$ 40,000.00
Transportation					
2	Pavement Asphalt T Patch	18960	SF	$ 6.00	$ 113,760.00
Earthwork					
1	Restore Surface Improvements	1	LS	$ 20,000.00	$ 20,000.00
			Subtotal		**$ 332,110.00**
		Professional Services & Incidentals		15%	$ 49,900.00
			Contingency	25%	$ 83,100.00
			Subtotal		**$ 133,000.00**
				PROJECT TOTAL	**$ 465,110.00**

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OWNER Kanab City
PROJECT 700 E 12" Pipe Extension

ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	10%	LS	$ 19,700.00	$ 19,700.00
2	Project Record Documents	1%	LS	$ 2,000.00	$ 2,000.00
3	Traffic and Temporary Controls	4%	LS	$ 7,900.00	$ 7,900.00
4	Materials and Sampling	3%	LS	$ 5,900.00	$ 5,900.00
5	Construction Layout & Staking	2%	LS	$ 3,900.00	$ 3,900.00
Water					
1	12" PVC Water	1452	LF	$ 50.00	$ 72,600.00
2	12" Gate Valve	5	EA	$ 3,500.00	$ 17,500.00
Transportation					
1	Pavement Asphalt T Patch	11616	SF	$ 6.00	$ 69,696.00
Earthwork					
1	Restore Surface Improvements	1	LS	$ 35,000.00	$ 35,000.00
			Subtotal		**$ 236,196.00**
		Professional Services & Incidentals		15%	$ 35,500.00
			Contingency	25%	$ 59,100.00
			Subtotal		**$ 94,600.00**
				PROJECT TOTAL	**$ 330,796.00**

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OWNER Kanab City
PROJECT Kane Dr to 400 W Interconnection

ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	10%	LS	$ 11,000.00	$ 11,000.00
2	Project Record Documents	1%	LS	$ 1,100.00	$ 1,100.00
3	Traffic and Temporary Controls	4%	LS	$ 4,400.00	$ 4,400.00
4	Materials and Sampling	3%	LS	$ 3,300.00	$ 3,300.00
5	Construction Layout & Staking	2%	LS	$ 2,200.00	$ 2,200.00
Water					
1	8" PVC Water	1261	LF	$ 35.00	$ 44,135.00
2	8" Gate Valve	5	EA	$ 2,500.00	$ 12,500.00
3	PRV Valve	1	EA	$ 40,000.00	$ 40,000.00
Transportation					
1	3" Asphalt Pavement	480	SF	$ 6.00	$ 2,880.00
Earthwork					
1	Restore Surface Improvements	1	LS	$ 10,000.00	$ 10,000.00
			Subtotal		**$ 131,515.00**
		Professional Services & Incidentals		15%	$ 19,800.00
			Contingency	25%	$ 32,900.00
			Subtotal		**$ 52,700.00**
				PROJECT TOTAL	**$ 184,215.00**

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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.

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OWNER Kanab City
PROJECT UDOT Shed Loop

ENGINEER'S OPINION OF COST

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	10%	LS	$ 29,700.00	$ 29,700.00
2	Project Record Documents	1%	LS	$ 3,000.00	$ 3,000.00
3	Traffic and Temporary Controls	4%	LS	$ 11,900.00	$ 11,900.00
4	Materials and Sampling	3%	LS	$ 8,900.00	$ 8,900.00
5	Construction Layout & Staking	2%	LS	$ 5,900.00	$ 5,900.00
Water					
1	8" PVC Water	3498	LF	$ 35.00	$ 122,430.00
2	8" Gate Valve	12	EA	$ 2,500.00	$ 30,000.00
Transportation					
1	Pavement Asphalt T Patch	21600	SF	$ 6.00	$ 129,600.00
Earthwork					
1	Restore Surface Improvements	1	LS	$ 15,000.00	$ 15,000.00
			Subtotal		**$ 356,430.00**
			Professional Services & Incidentals	15%	$ 53,500.00
			Contingency	25%	$ 89,200.00
			Subtotal		**$ 142,700.00**
				PROJECT TOTAL	**$ 499,130.00**

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Cashflow - Kanab Water Impact Fee Analysis

Proposed Impact Fee = $ 6,075.68 Interest Rate

Title	2020	2021	2022	2023
Revenue				
Total ERCs	3550.8	3973.1	3651.9	3761.4
New ERCs	-	422	(321)	110
Average User Rate (Per ERC)	$ 32.22	$ 26.78	$ 29.32	$ 43.60
Charges for Services	$ 1,372,716	$ 1,277,020	$ 1,284,934	$ 1,967,967
Connection Fees	$ 60,199	$ 59,484	$ 46,568	$ 47,965
Other Revenues	$ 22,930	$ 34,820	$ 32,670	$ 33,651
Impact Fees Collected	$ 51,051	$ 272,302	$ 243,262	$ 668,325
Total Operating Revenue	$ 1,455,846	$ 1,371,324	$ 1,364,173	$ 2,049,583
Expenses				
Rent	$ 7,166	$ 1,910	$ 44,621	$ 45,959
Salaries & Wages	$ 336,262	$ 387,033	$ 371,630	$ 382,779
Employee Benefits	$ 213,375	$ 164,254	$ 138,926	$ 143,094
Office Expense	$ 55,381	$ 42,474	$ 78,942	$ 81,310
Insurance	$ 20,450	$ 20,004	$ 32,274	$ 33,242
Utilities	$ 60,783	$ 59,817	$ 71,936	$ 74,094
Travel & Training	$ 1,828	$ 3,198	$ 3,402	$ 3,504
System Repairs & Maintenance	$ 189,027	$ 281,217	$ 248,786	$ 256,250
Professional Services	$ 40,334	$ 21,731	$ 13,427	$ 13,830
Miscellaneous	$ 10,579	$ 9,481	$ 24,443	$ 25,176
Interest & Fiscal Charges	$ 428	$ 116,038	$ 57,923	$ 59,661
Payment to KCWCD	$ 50,000	$ 50,000	$ 50,000	$ 50,000
Current Liabilities	$ 821,033	$ 5,592,246	$ 240,565	$ 247,782
Total Operating Expenses	$ 1,806,646	$ 6,749,402	$ 1,376,876	$ 1,416,682
Accounts				
Net Cash	$ (350,801)	$ (5,378,078)	$ (12,703)	$ 632,901
Operating Account Balance	$ 2,885,726	$ (2,492,352)	$ (2,505,055)	$ (1,872,154)
Impact Fee Balance	$ 51,051	$ 323,353	$ 711,061	$ 711,410
Project Costs				
Project Cost	$ -	$ -	$ -	$ -
Non-Impact Fee Eligible Cost	$ -	$ -	$ -	$ -
Impact Fee Eligible Cost	$ -	$ -	$ -	$ 191,543
Project Name(s)				

3%

Title	2024	2025	2026	2027
Revenue				
Total ERCs	3874.2	3990.5	4110.2	4233.5
New ERCs	113	116	120	123
Average User Rate (Per ERC)	$ 43.60	$ 43.60	$ 43.60	$ 43.60
Charges for Services	$ 2,027,006	$ 2,087,817	$ 2,150,451	$ 2,214,965
Connection Fees	$ 49,404	$ 50,886	$ 52,413	$ 53,985
Other Revenues	$ 34,660	$ 35,700	$ 36,771	$ 37,874
Impact Fees Collected	$ 686,552	$ 704,779	$ 729,082	$ 747,309
Total Operating Revenue	$ 2,111,070	$ 2,174,403	$ 2,239,635	$ 2,306,824
Expenses				
Rent	$ 47,338	$ 48,758	$ 50,221	$ 51,728
Salaries & Wages	$ 394,263	$ 406,091	$ 418,273	$ 430,821
Employee Benefits	$ 147,387	$ 151,809	$ 156,363	$ 161,054
Office Expense	$ 83,749	$ 86,262	$ 88,849	$ 91,515
Insurance	$ 34,239	$ 35,266	$ 36,324	$ 37,414
Utilities	$ 76,317	$ 78,606	$ 80,965	$ 83,394
Travel & Training	$ 3,610	$ 3,718	$ 3,829	$ 3,944
System Repairs & Maintenance	$ 263,937	$ 271,856	$ 280,011	$ 288,412
Professional Services	$ 14,245	$ 14,672	$ 15,112	$ 15,566
Miscellaneous	$ 25,932	$ 26,710	$ 27,511	$ 28,336
Interest & Fiscal Charges	$ 61,451	$ 63,294	$ 65,193	$ 67,149
Payment to KCWCD	$ 50,000	$ 50,000	$ 50,000	$ 50,000
Current Liabilities	$ 255,215	$ 262,872	$ 270,758	$ 278,881
Total Operating Expenses	$ 1,457,683	$ 1,499,913	$ 1,543,411	$ 1,588,213
Accounts				
Net Cash	$ 653,388	$ 674,489	$ 696,224	$ 718,611
Operating Account Balance	$ (2,683,443)	$ (2,336,457)	$ (3,302,253)	$ (6,824,723)
Impact Fee Balance	$ 164,238	$ 588,071	$ (404,442)	$ (460,845)
Project Costs				
Project Cost	$ 2,698,400	$ 608,450	$ 3,383,613	$ 5,044,793
Non-Impact Fee Eligible Cost	$ 1,464,676	$ 327,504	$ 1,662,020	$ 4,241,081
Impact Fee Eligible Cost	$ 1,233,724	$ 280,946	$ 1,721,594	$ 803,712
Project Name(s)	Catori Canyon, Ongoing Bond Payment (every month), WF Well #5	Vermillion Dr. Interconnection, Water Fill Station, Ventana Resort	Cave Lake Springs, WF Well #6, 24" to 12" Interconnection	Kanab East Hidden Canyon

Title	2028	2029	2030	2031
Revenue				
Total ERCs	4360.5	4491.3	4626.1	4764.8
New ERCs	127	131	135	139
Average User Rate (Per ERC)	$ 43.60	$ 43.60	$ 43.60	$ 43.60
Charges for Services	$ 2,281,414	$ 2,349,856	$ 2,420,352	$ 2,492,962
Connection Fees	$ 55,605	$ 57,273	$ 58,991	$ 60,761
Other Revenues	$ 39,010	$ 40,180	$ 41,386	$ 42,627
Impact Fees Collected	$ 771,611	$ 795,914	$ 820,217	$ 844,520
Total Operating Revenue	$ 2,376,028	$ 2,447,309	$ 2,520,728	$ 2,596,350
Expenses				
Rent	$ 53,280	$ 54,878	$ 56,524	$ 58,220
Salaries & Wages	$ 443,746	$ 457,059	$ 470,770	$ 484,893
Employee Benefits	$ 165,885	$ 170,862	$ 175,988	$ 181,267
Office Expense	$ 94,260	$ 97,088	$ 100,001	$ 103,001
Insurance	$ 38,536	$ 39,692	$ 40,883	$ 42,110
Utilities	$ 85,895	$ 88,472	$ 91,126	$ 93,860
Travel & Training	$ 4,063	$ 4,185	$ 4,310	$ 4,439
System Repairs & Maintenance	$ 297,064	$ 305,976	$ 315,155	$ 324,610
Professional Services	$ 16,033	$ 16,514	$ 17,009	$ 17,519
Miscellaneous	$ 29,186	$ 30,062	$ 30,964	$ 31,893
Interest & Fiscal Charges	$ 69,163	$ 71,238	$ 73,375	$ 75,577
Payment to KCWCD	$ 50,000	$ 50,000	$ 50,000	$ 50,000
Current Liabilities	$ 287,247	$ 295,864	$ 304,740	$ 313,883
Total Operating Expenses	$ 1,634,359	$ 1,681,890	$ 1,730,847	$ 1,781,272
Accounts				
Net Cash	$ 741,669	$ 765,419	$ 789,882	$ 815,078
Operating Account Balance	$ (6,083,054)	$ (5,317,635)	$ (4,527,754)	$ (3,712,676)
Impact Fee Balance	$ (935,171)	$ (502,769)	$ (237,917)	$ 606,602
Project Costs				
Project Cost	$ 1,245,938	$ 363,511	$ 555,366	$ -
Non-Impact Fee Eligible Cost	$ -	$ -	$ -	$ -
Impact Fee Eligible Cost	$ 1,245,938	$ 363,511	$ 555,366	$ -
Project Name(s)	IFFPA 5 Yr, WF Well #7	Country Club Lane	West Chinle Dr	

Title	2032	2033	2034	2035
Revenue				
Total ERCs	4907.8	5005.9	5106.1	5208.2
New ERCs	143	98	100	102
Average User Rate (Per ERC)	$ 43.60	$ 43.60	$ 43.60	$ 43.60
Charges for Services	$ 2,567,751	$ 2,619,106	$ 2,671,488	$ 2,724,918
Connection Fees	$ 62,583	$ 64,461	$ 66,395	$ 68,387
Other Revenues	$ 43,906	$ 45,223	$ 46,580	$ 47,978
Impact Fees Collected	$ 868,822	$ 595,417	$ 607,568	$ 619,719
Total Operating Revenue	$ 2,674,241	$ 2,728,791	$ 2,784,463	$ 2,841,282
Expenses				
Rent	$ 59,967	$ 61,766	$ 63,619	$ 65,527
Salaries & Wages	$ 499,440	$ 514,423	$ 529,856	$ 545,752
Employee Benefits	$ 186,705	$ 192,307	$ 198,076	$ 204,018
Office Expense	$ 106,091	$ 109,274	$ 112,552	$ 115,928
Insurance	$ 43,373	$ 44,674	$ 46,014	$ 47,395
Utilities	$ 96,676	$ 99,576	$ 102,564	$ 105,640
Travel & Training	$ 4,573	$ 4,710	$ 4,851	$ 4,997
System Repairs & Maintenance	$ 334,348	$ 344,379	$ 354,710	$ 365,351
Professional Services	$ 18,045	$ 18,586	$ 19,144	$ 19,718
Miscellaneous	$ 32,850	$ 33,835	$ 34,850	$ 35,896
Interest & Fiscal Charges	$ 77,844	$ 80,179	$ 82,585	$ 85,062
Payment to KCWCD	$ 50,000	$ 50,000	$ 50,000	$ 50,000
Current Liabilities	$ 323,299	$ 332,998	$ 342,988	$ 353,278
Total Operating Expenses	$ 1,833,210	$ 1,886,707	$ 1,941,808	$ 1,998,562
Accounts				
Net Cash	$ 841,030	$ 842,084	$ 842,655	$ 842,720
Operating Account Balance	$ (2,871,645)	$ (2,029,561)	$ (1,186,906)	$ (344,186)
Impact Fee Balance	$ 1,056,382	$ 714,260	$ 1,321,828	$ 1,941,548
Project Costs				
Project Cost	$ 419,042	$ 937,538	$ -	$ -
Non-Impact Fee Eligible Cost	$ -	$ -	$ -	$ -
Impact Fee Eligible Cost	$ 419,042	$ 937,538	$ -	$ -
Project Name(s)	700 E 12" Pipe Extension	Kane Dr. to 400 W Connection, UDOT Shed Loop, IFFPA 10 Yr		

Title	2036	2037	2038	2039
Revenue				
Total ERCs	5312.3	5418.6	5527.0	5637.5
New ERCs	104	106	108	111
Average User Rate (Per ERC)	$ 43.60	$ 43.60	$ 43.60	$ 43.60
Charges for Services	$ 2,779,416	$ 2,835,005	$ 2,891,705	$ 2,949,539
Connection Fees	$ 70,438	$ 72,551	$ 74,728	$ 76,970
Other Revenues	$ 49,417	$ 50,899	$ 52,426	$ 53,999
Impact Fees Collected	$ 631,871	$ 644,022	$ 656,173	$ 674,400
Total Operating Revenue	$ 2,899,271	$ 2,958,455	$ 3,018,859	$ 3,080,508
Expenses				
Rent	$ 67,493	$ 69,518	$ 71,603	$ 73,751
Salaries & Wages	$ 562,124	$ 578,988	$ 596,358	$ 614,248
Employee Benefits	$ 210,139	$ 216,443	$ 222,936	$ 229,624
Office Expense	$ 119,406	$ 122,988	$ 126,678	$ 130,478
Insurance	$ 48,817	$ 50,281	$ 51,790	$ 53,343
Utilities	$ 108,810	$ 112,074	$ 115,436	$ 118,899
Travel & Training	$ 5,146	$ 5,301	$ 5,460	$ 5,624
System Repairs & Maintenance	$ 376,312	$ 387,601	$ 399,229	$ 411,206
Professional Services	$ 20,310	$ 20,919	$ 21,547	$ 22,193
Miscellaneous	$ 36,973	$ 38,082	$ 39,224	$ 40,401
Interest & Fiscal Charges	$ 87,614	$ 90,242	$ 92,950	$ 95,738
Payment to KCWCD	$ 50,000	$ 50,000	$ 50,000	$ 50,000
Current Liabilities	$ 363,876	$ 374,792	$ 386,036	$ 397,617
Total Operating Expenses	$ 2,057,019	$ 2,117,230	$ 2,179,246	$ 2,243,124
Accounts				
Net Cash	$ 842,252	$ 841,226	$ 839,613	$ 837,384
Operating Account Balance	$ 498,066	$ 1,339,292	$ 2,178,905	$ 3,016,289
Impact Fee Balance	$ 2,573,418	$ 3,217,440	$ 3,873,614	$ 4,548,014
Project Costs				
Project Cost	$ -	$ -	$ -	$ -
Non-Impact Fee Eligible Cost	$ -	$ -	$ -	$ -
Impact Fee Eligible Cost	$ -	$ -	$ -	$ -
Project Name(s)				

Title	2040	2041	2042	2043
Revenue				
Total ERCs	5750.2	5865.3	5982.6	6102.2
New ERCs	113	115	117	120
Average User Rate (Per ERC)	$ 43.60	$ 43.60	$ 43.60	$ 43.60
Charges for Services	$ 3,008,530	$ 3,068,700	$ 3,130,074	$ 3,192,676
Connection Fees	$ 79,279	$ 81,657	$ 84,107	$ 86,630
Other Revenues	$ 55,619	$ 57,288	$ 59,006	$ 60,777
Impact Fees Collected	$ 686,552	$ 698,703	$ 710,855	$ 729,082
Total Operating Revenue	$ 3,143,428	$ 3,207,645	$ 3,273,188	$ 3,340,082
Expenses				
Rent	$ 75,964	$ 78,243	$ 80,590	$ 83,008
Salaries & Wages	$ 632,676	$ 651,656	$ 671,206	$ 691,342
Employee Benefits	$ 236,513	$ 243,608	$ 250,917	$ 258,444
Office Expense	$ 134,393	$ 138,425	$ 142,577	$ 146,855
Insurance	$ 54,944	$ 56,592	$ 58,290	$ 60,038
Utilities	$ 122,466	$ 126,140	$ 129,924	$ 133,822
Travel & Training	$ 5,792	$ 5,966	$ 6,145	$ 6,329
System Repairs & Maintenance	$ 423,542	$ 436,248	$ 449,336	$ 462,816
Professional Services	$ 22,859	$ 23,545	$ 24,251	$ 24,979
Miscellaneous	$ 41,613	$ 42,861	$ 44,147	$ 45,472
Interest & Fiscal Charges	$ 98,610	$ 101,569	$ 104,616	$ 107,754
Payment to KCWCD	$ 50,000	$ 50,000	$ 50,000	$ 50,000
Current Liabilities	$ 409,545	$ 421,832	$ 434,487	$ 447,521
Total Operating Expenses	$ 2,308,918	$ 2,376,685	$ 2,446,486	$ 2,518,380
Accounts				
Net Cash	$ 834,510	$ 830,960	$ 826,702	$ 821,702
Operating Account Balance	$ 3,850,799	$ 4,681,759	$ 5,508,461	$ 6,330,163
Impact Fee Balance	$ 5,234,566	$ 5,933,269	$ 6,644,124	$ 7,373,205
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: 5/1/2024

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

KANAB
UTAH

DATE: August 12, 2025
TO: Mayor and City Council
SUBJECT: Basketball and Tennis Court Resurface Project
PREPARED BY: City Manager, Kyler Ludwig

Background:

Kanab City has been working with the Kane County Recreation and Transportation District to secure funding for the resurfacing of the City's public tennis and basketball courts. In July 2025, the District awarded the City a $50,000 grant for this project.

The City also applied for additional funding through the State of Utah's Outdoor Recreation Grant Program to do improvements at Jacob Hamblin Park, but the application was not successful.

Staff solicited and received three competitive bids from qualified court resurfacing contractors:

Vendor	Tennis Court Bid	Basketball Court Bid	Total Bid
Parkin Construction	$34,500	$17,250	$51,750
Precise Pickleball Courts	$38,880	$18,500	$57,380
Pickle Court Surfacing	$55,545	$25,200 + $2,500 (travel)	$90,229.44 (incl. tax)

Analysis:

After reviewing the bids, staff recommends awarding the project to Parkin Construction, whose proposal offers the most cost-effective and complete solution while meeting project specifications. Parkin has provided detailed scope items including:

- Power washing and cleaning
- Crack repair
- Resurfacing with two coats of sanded acrylic colorcoat
- USTA-compliant striping
- Full site cleanup

The Parkin proposal represents the best value and aligns with available grant funding.

Legal:

Financial:

Total Project Cost: $51,750
Grant Funding: $50,000 (from Kane County Recreation and Transportation District)
City Contribution (RAP tax): $1,750
The Jacob Hamblin Park expansion expenditures will be used to show a match on the project.

Recommendations/Actions: It is recommended the City Council:

It is recommended the City Council:

Approve the bid from Parkin Construction for the resurfacing of the tennis and basketball courts in the amount of $51,750, and authorize staff to execute the necessary agreement.

PARKIN CONSTRUCTION CO. INC.

TENNIS COURT CONSTRUCTION

February 13, 2025

Kanab City

PROPOSAL: RESURFACE Tennis Courts

ITEM:

1. Wash entire Tennis Court area with 3500 PSI power washer
2. Clean and repair cracks as required. NOTE-NON STRUCTURAL hair line cracks may appear after repairs.
3. Patch low areas holding more than 1/8" of water
4. Apply one coat of sanded acrylic resurfacer
5. Apply two coats sanded Decco Colorcoat Concentrate
6. Court colors to be standard colors chosen by owner
7. Paint white lines to meet USTA specifications
8. Total job site clean up

TOTAL INSTA LLED PRICE …….$34,500.00

Submitted by:_____Date _____

Accepted by:_____ Date _____

PARKIN CONSTRUCTION CO. INC.
1380 WEST MILLBRIDGE LANE
WEST BOUNTIFUL, UTAH 84087
801-450-4763
E-MAIL: pkscott2@msn.com

K. Scott Parkin

MEMBER AMERICAN SPORTS BUILDERS ASSOCIATION

PARKIN CONSTRUCTION CO. INC.
TENNIS COURT CONSTRUCTION

February 13, 2025

Kanab City

PROPOSAL: RESURFACE Basketball Courts

ITEM:

1. Wash entire Tennis Court area with 3500 PSI power washer
2. Clean and repair cracks as required. NOTE- NON STRUCTURAL hair line cracking may appear after repairs.
3. Patch low areas holding more than 1/8" of water
4. Apply one coat of sanded acrylic resurfacer
5. Apply two coats sanded Decco Colorcoat Concentrate
6. Court colors to be standard colors chosen by owner
7. Paint white playing lines
8. Total job site clean up

TOTAL INSTALLED PRICE $17,250.00

Submitted by:_____**Date** _____

Accepted by:_____ **Date** _____

PARKIN CONSTRUCTION CO. INC.
1380 WEST MILLBRIDGE LANE
WEST BOUNTIFUL, UTAH 84087
801-450-4763
E-MAIL: pkscott2@msn.com

PRECISE PICKLEBALL COURTS
3239 E 3050 S
Saint George, UT 84790-1398
USA
precisepickleballcourts@gmail.com

Estimate

ADDRESS
Donnie kanas city Donnie kanas city Kanab

ESTIMATE #	DATE	
1176	08/05/2025	

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
resurface	Scrape basketball court, wash court, grind/fill any necessary cracks, two coats of acrylic color and repaint basketball lines, out of bounds lines, center line	1	18,500.00	18,500.00
resurface	Scrape tennis court, wash court, Grind/fill and necessary cracks, two coats of acrylic color and repaint tennis lines	2	19,440.00	38,880.00

Cracks will come back as hairline cracks, depending on how much the concrete expands and contracts

TOTAL **$57,380.00**

One year warranty for product defects

Accepted By

Accepted Date

Pickle Court Surfacing

1388 N Jerry Gertsch Ln
Midway, UT 84049 US
(435) 222-4268
picklecourtsurfacing@gmail.com
http://www.picklecourtsurfacing.com

Estimate

ADDRESS
Kanab
UT

ESTIMATE 10152
DATE 08/05/2025

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Base Court Size and Price	Base square foot price of surfacing court before add-ons. 2 tennis courts with surfacing and lines. 115'x115'	13,225	4.20	55,545.00T
	Base Court Size and Price	Base square foot price of surfacing court before add-ons. 1 basketball court surfacing and lines. 100'60'	6,000	4.20	25,200.00T
	Travel and overnight costs	$250 per night. Estimating it will take 7 days. Will reimburse if under 10 days per estimate.	10	250.00	2,500.00

SUBTOTAL	83,245.00
TAX	6,984.44
TOTAL	**$90,229.44**

Accepted By

Accepted Date

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

KANAB
UTAH

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

DATE: August 12, 2025
TO: Mayor and City Council
SUBJECT: Public Infrastructure District (PID) Review
PREPARED BY: City Manager, Kyler Ludwig

Background:

Public Infrastructure Districts are independent limited-purpose government entities authorized under Utah Code §17D-4 to finance public infrastructure through the issuance of bonds. PIDs are formed with 100% consent from property owners and registered voters in the proposed district and must be approved by the City.

PIDs can issue:

- Limited tax bonds (repaid by a new property tax up to 15 mills)
- Special assessment bonds (repaid through per-lot assessments, often paid off by the developer before resale)

Key Characteristics:

- PIDs are *not* a financial liability of the City.
- Debt does *not* appear on the City's balance sheet.
- Bonds are repaid by property owners within the district.
- Boards are appointed initially by the City and transition to elected members over time.

Kanab has approved one PID in the Ventana Resort. The PID was used to help secure attainable housing within the development.

Analysis:

A letter of intent has been received by Hidden Canyon PID. The City's District Advisory Committee (DAC) is still reviewing the application, and is requesting more information.

The **Hidden Canyon PID** proposes using **special assessment bonds**, which differ from property tax-based bonds:

Special Assessments:

- Tied to the *benefit* each property receives.
- Repaid annually or prepaid upon property sale (as proposed).
- Recorded as a lien on the property until paid.
- Developer in this case intends to prepay the assessment before selling to end users (e.g., homeowners), avoiding long-term pass-through to residents.
- The City has no obligation to enforce collections or backstop debt.
- Current proposal is approximately $33,000,000 in debt.

This financing mechanism is particularly useful when a developer wishes to front-load infrastructure investment without impacting the city budget or creating recurring property taxes for residents.

If the developer is denied a PID they will still have access to similar financing tools through a newly created Infrastructure Financing District (IFD). The DAC has requested additional details from the applicant prior to making a recommendation to the City Council.

Legal:

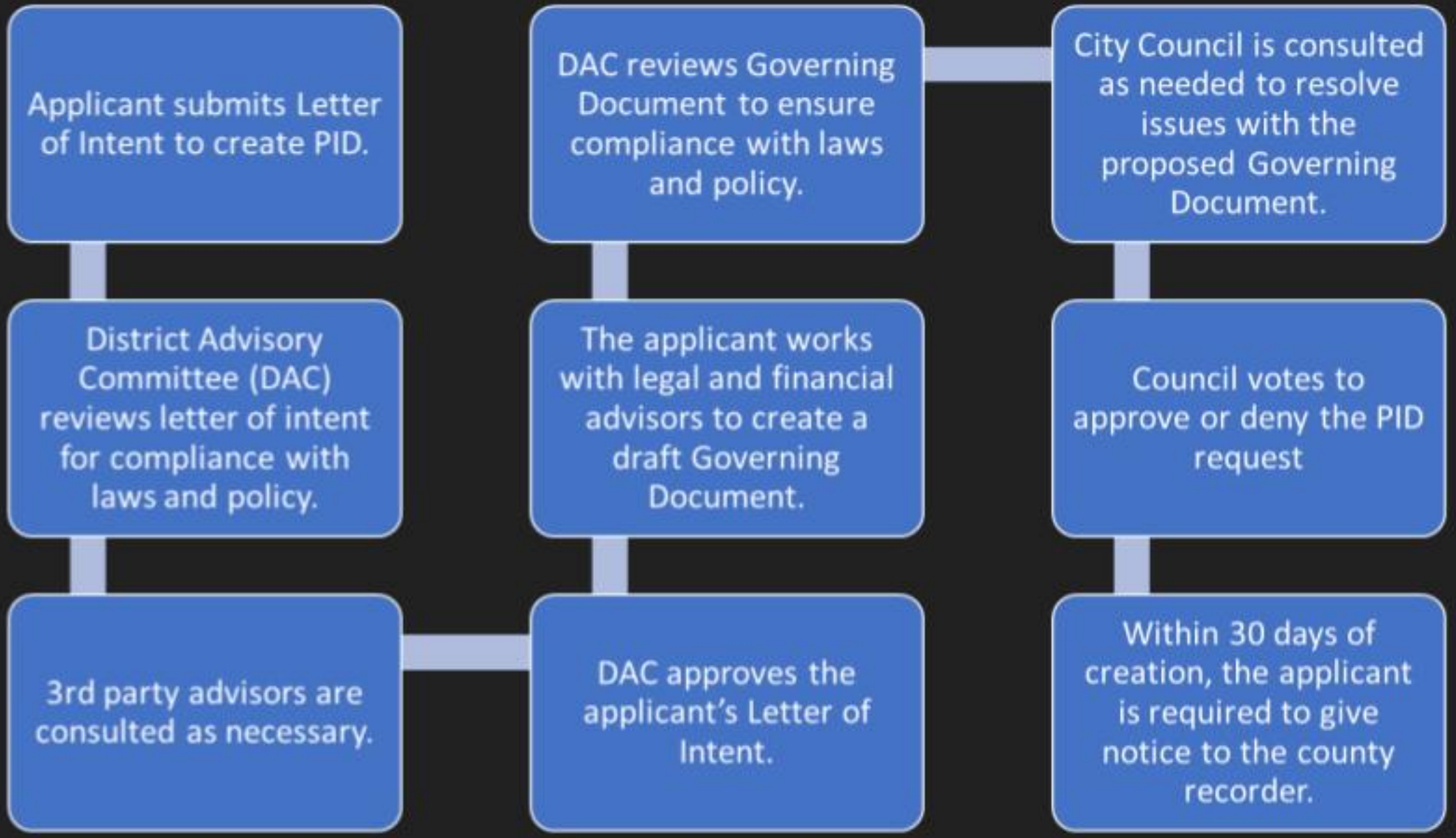
Financial:

The initial fee for a letter of intent has been paid.

Recommendations/Actions:

This report is informational only. No Council action is required at this time. Please review this summary to prepare for the formal presentation at the upcoming meeting.

Application Processes Kanab PID



July 18, 2025

Kanab City
Attn: District Advisory Committee
26 North 100 East
Kanab, UT 84741

Re: Letter of Intent to Create a Public Infrastructure District to Facilitate Construction of Public Infrastructure in Relation to the Hidden Canyon Development.

INTRODUCTION

In accordance with the Public Infrastructure Act and the Local District Act (the "District Acts"), JJJ Development, Inc. (the "Applicant") submits the following letter of intent ("LOI") to Kanab City (the "City") for consideration of creation of a Public Infrastructure District (the "PID") to facilitate the construction of the Hidden Canyon development (the "Development"). It is the Applicant's understanding, in accordance with the City's PID policy and the District Acts, that this letter considers the following:

- This LOI represents an initial step in the creation of the PID, and that a positive recommendation from City staff represents an option for the applicant to submit governing documents that present district formation and operation in greater detail.
- A positive recommendation to move forward with governing documents does not represent a commitment by the City to approve the eventual formation of the PID.
- The City and applicant will consider this process as iterative and will work towards a solution that meets the City's and Applicant's needs.

OVERVIEW

This letter of intent is to be used by City staff (as determined by City Administration) to make a preliminary determination about the appropriateness of the proposed PID and must be submitted prior to, or in conjunction with, submittal of a draft Governing Document. The information in this letter may be utilized to advise the Mayor, City Council, and other policymakers about district matters. This letter represents the Applicant's request to be considered for a PID for funding public infrastructure needs.

It is the Applicant's understanding that the formation and use of the Public Infrastructure District tool is in accordance with the following key components of the District Acts and in accordance with prior discussions with the City:

- The City has the approving powers for PIDs, and will work with the Applicant in determining an appropriate use of funds, debt limit, and tax implications.
- The purpose of the PID tool is to provide for public infrastructure and increased amenities for commercial and residential developments.
- The PID tool is being considered to bridge a funding gap that otherwise would not permit the Development to move forward as planned unless development plans are altered.

- The PID contemplates financing with special assessments on the properties within the boundaries of the proposed district and does *not* contemplate the use of a property tax mill levy. It is the intention of the Developer to pay off any special assessment obligation associated with the PID at or prior to transfer of ownership to the end user (e.g., homeowners).
- The special assessment only affects property within the boundaries of the proposed district, and all property owners must approve the formation of the district.
- In accordance with the Hidden Canyon Development Agreement and System Improvements Reimbursement Agreement, the applicant has previously indicated its intent to petition the City to form a PID to help fund a portion of the public improvements necessary for the Development.
- All proceeds from the PID will be used for publicly owned infrastructure.
- The PID will allow for the issuance of bonds that are not the liability of the City. There is no impact to the City's credit rating, no recourse, and no requirement to backstop the bonds with additional revenue sources.

BENEFITS OF DISTRICT IN THIS DEVELOPMENT

The PID will allow for more efficient funding than otherwise available to provide for public infrastructure for the Development. Infrastructure costs have significantly increased in past years due to notable macroeconomic conditions, thereby resulting in development costs that question overall feasibility of all aspects of the Development. Accordingly, the use of the PID will help the Development (approximately 257 acres of vacant land in east Kanab just off Highway 89 to be developed into a desirable mixed-use master planned community) to be financially viable. The PID helps alleviate these constraints and thereby promotes timely buildout of the Development in alignment with the City's desires for the Development as defined in the Hidden Canyon Development Agreement. The Development is planned to include an upscale residential senior community; high-scale residential apartments; and commercial and retail space; which is expected to contribute to the overall infrastructure and improvements of the City for future growth and promote economic development including additional employment opportunities, property and sales tax benefits, in addition to much needed housing supply.

COMPLIANCE WITH CITY'S PID POLICY

The Applicant acknowledges that the City has adopted a PID Policy Statement that sets forth the requirements for the LOI. Specifically, Section 1 of the PID Policy Statement establishes the required contents for an LOI. This section addresses each of those requirements in turn.

1. **Description of District**

   The proposed PID is anticipated to be located on approximately 257 acres of unimproved real property located in east Kanab adjacent to Highway 89 on two existing parcels (Tax ID#s: K-14-15-Annex & K-15-1-Annex

2. **Description of Proposed Development**

The Applicant intends to construct 705 total residential units including 356 single family lots (55 and over homes), 269 multi-family units, 80 hotel rooms. Additionally, the Applicant intends to construct approximately 90,000 square feet of commercial storage.

3. **Summary of Needed Infrastructure, Services and Facilities**

a. Currently Expected Development Scenario.

The Applicant anticipates developing residential, commercial, retail, and open space within the boundaries of the PID. It is expected that, where applicable, the City and the landowners will enter into development agreements regarding the phasing, type, number, and intensity of uses within the boundaries. By doing so, the City and the landowners can work together to plan development of this area in a manner that is mutually beneficial.

b. Required Local and Regional Infrastructure and Facilities.

Development within the District requires substantial local and regional infrastructure. Specifically, the needed infrastructure to support these intended uses will include: sewer, water, water storage, electrical, public roads, internet.

The Applicant anticipates that all public improvements will be designed and constructed in accordance with the standards and specifications of the City and other controlling public entities having proper jurisdiction.

c. Regional and Local Infrastructure the Proposed District is to Provide.

The Applicant is requesting that the PID fund a portion of the required local and regional infrastructure (the scope and cost of which is set forth in greater detail in the attached Exhibit B).

d. Estimated Construction Costs for the Proposed District Improvements.

Estimated costs for the infrastructure improvements within the Development are constantly changing. As of the date of this LOI, estimated costs of infrastructure improvements are approximately $33 Million Dollars as more fully described in Exhibit B.

e. General Description of Phasing of Construction Based on Development Projections.

The development is intended to be built out in 16 phases over the course of roughly 10 years. Phasing of the project is more particularly shown in Exhibit C.

f. *Anticipated Maximum or Fixed Maximum Mill Levy Required to Meet Debt Service of the District.*

While the City's PID policy allows for PID applicants to request up to 10 mills, the Applicant *does not* anticipate requesting a mill levy for the proposed PID. The PID contemplates financing with special assessments on the properties within the boundaries of the proposed district. It is the intention of the Developer to pay off any special assessment obligation associated with the PID at transfer of ownership to the end user (e.g., homeowners).

g. *Analysis of proposed mill levies in light of outstanding debt and mill levies of other taxing entities affecting the area.*

Not applicable. No PID mill levy is being requested.

h. *Sample plan of finance depicting the possible sources and uses of funds for the District.*

See Exhibit D

i. *A summary overview of the differences between the proposed development with a Public Infrastructure District in place and the plan without a Public Infrastructure District.*

The PID enables access to public capital markets allowing the applicant to access low interest financing to fund the substantial upfront costs of public infrastructure improvements, which, in turn, reduces the construction timeline and enables the provision of enhanced community amenities not otherwise available. For example, rather than the Applicant having to wait to collect revenue upon sale of developed land to put in additional infrastructure, it will be able to provide all infrastructure up front, which in turn, reduces the impact to the community and its surrounding neighbors (i.e. no piecemeal construction improvements). The absence of PID financing would likely elongate the construction timeline or possibly render the project as contemplated infeasible. The PID, therefore, helps provide the timely delivery of a desirable mixed use community which is aligned with the currently approved development agreement for the Hidden Canyon project.

4. **Proposed timeline for District creation.**

Subject to the City's schedule, the applicant desires to create the Public Infrastructure District by August 31, 2025.

5. **Acknowledgement of property owner and registered voter consent requirements.**

All of the property owners within the boundaries of the proposed District are included in this LOI. By so signing, the property owners within the boundaries of the District consent to the submission of this LOI and further acknowledge that they must each sign a formal consent prior to a hearing for the governing documents that they consent to the issuance of debt in an amount sufficient for the proposed plan of financing for the District.

6. **Disclosure of any conflicts of interest between the applicant and the officers and employees of the City.**

   The applicant is presently unaware of any conflicts of interest existing between the Applicant and any employees or officers of the City.

7. **Copies of signed engagement letters.**

   The Applicant has engaged their own legal counsel and technical/financial consultants in the preparation of this LOI and other items related to the District. The Applicant also understands that the City may require review of this LOI and the governing documents through third parties. Accordingly, the Applicant agrees to pay for the City's costs in having such documents, related to this LOI and the District, reviewed by third parties.

Kindest Regards,
JJJ Development, Inc.

Jim Guthrie, Principal

EXHIBIT A

District Boundaries

Hidden Canyon Public Infrastructure District

The PID Boundary is anticipated the encompass the following two existing parcels.

Parcel Number K-14-15-ANNEX

ALL OF SECT'L LOTS 7 & 8; THE S/2SE/4NE/4; & THE E/2SE/4 OF SEC 26 T43S R6W SLB&M, CONT 180.37 AC, M/L.
ALSO: BEG AT THE SW COR OF SECT'L LOT 6 SEC 26 T43S R6W SLB&M & RUN TH E 1,320.0 FT, M/L, ALG THE LOT LINE TO THE SE COR OF SAID LOT 6; TH N 1,320.0 FT, M/L, ALG THE LOT LINE TO THE NE COR OF SAID LOT 6; TH SW'LY 1,866.76 FT, M/L, TO THE PT OF BEG. CONT 20 AC, M/L.

Parcel Number K-15-1-ANNEX

PARCEL 1: THAT PORTION OF THE E/2W/2NE/4 OF SEC 35 T43S R6W SLB&M LYING N'LY OF US HWY 89. CONT 36.0 AC, M/L.
PARCEL 2: THAT PORTION OF THE E 400.0 FT OF THE W/2W/2NE/4 OF SEC 35 T43S R6W SLB&M LYING N'LY US HWY 89. CONT 21.0 AC, M/L

EXHIBIT B

Estimated Construction Costs for the Proposed Improvements

Estimate of Probable Costs	
Grading	$11,181,620.08
Water	$6,502,497.43
Sewer	$3,263,676.50
Street Improvements	$8,291,173.01
Power	$2,852,376.40
Storm Drain	$1,112,808.63
	$33,204,152.05

Exhibit C

Preliminary Site Plan

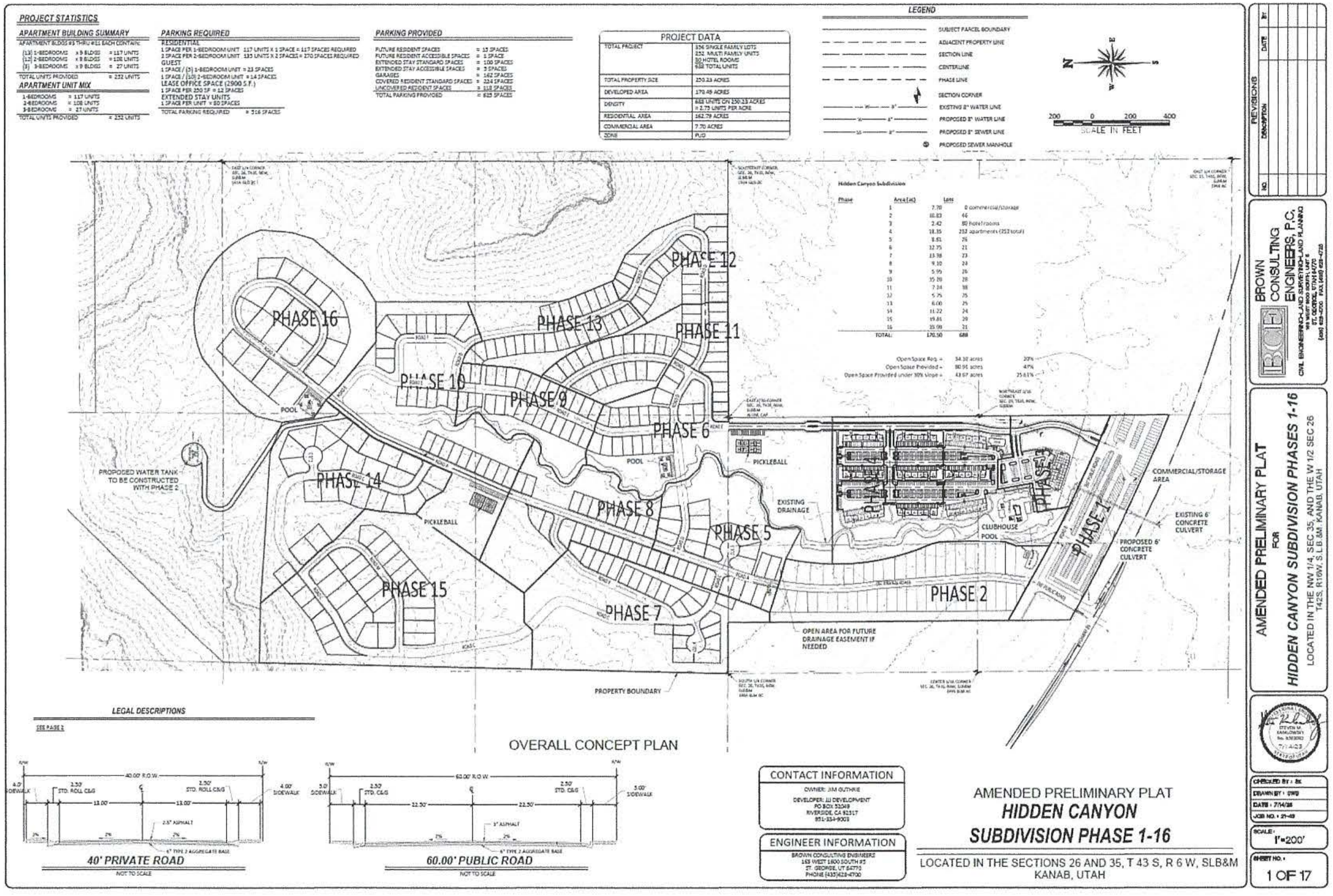


Exhibit D

Sample Plan of Finance

SOURCES AND USES OF FUNDS

HIDDEN CANYON PUBLIC INFRASTRUCTURE DISTRICT
KANE COUNTY, UTAH
ASSESSMENT LIEN REVENUE BONDS, SERIES 2025
$28.700M Par Amount
Non-Rated, 12/1/2054 Final Maturity

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Dated Date	6/01/2025
Delivery Date	6/01/2025

Sources:

Bond Proceeds:	
Par Amount	28,700,000.00
	28,700,000.00

Uses:

Project Fund Deposits:		
Project Fund		20,183,000.00
Other Fund Deposits:		
Capitalized Interest Fund	5,381,250.00	
Debt Service Reserve	2,261,750.00	
		7,643,000.00
Cost of Issuance:		
Cost of Issuance		874,000.00
		28,700,000.00
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NET DEBT SERVICE

HIDDEN CANYON PUBLIC INFRASTRUCTURE DISTRICT
KANE COUNTY, UTAH
ASSESSMENT LIEN REVENUE BONDS, SERIES 2025
$28.700M Par Amount
Non-Rated, 12/1/2054 Final Maturity

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Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve	Capitalized Interest Fund	Net Debt Service
12/01/2025		896,875.00	896,875.00		896,875	
12/01/2026		1,793,750.00	1,793,750.00		1,793,750	
12/01/2027		1,793,750.00	1,793,750.00		1,793,750	
12/01/2028		1,793,750.00	1,793,750.00		896,875	896,875.00
12/01/2029	468,000	1,793,750.00	2,261,750.00			2,261,750.00
12/01/2030	497,000	1,764,500.00	2,261,500.00			2,261,500.00
12/01/2031	528,000	1,733,437.50	2,261,437.50			2,261,437.50
12/01/2032	561,000	1,700,437.50	2,261,437.50			2,261,437.50
12/01/2033	596,000	1,665,375.00	2,261,375.00			2,261,375.00
12/01/2034	633,000	1,628,125.00	2,261,125.00			2,261,125.00
12/01/2035	673,000	1,588,562.50	2,261,562.50			2,261,562.50
12/01/2036	715,000	1,546,500.00	2,261,500.00			2,261,500.00
12/01/2037	759,000	1,501,812.50	2,260,812.50			2,260,812.50
12/01/2038	807,000	1,454,375.00	2,261,375.00			2,261,375.00
12/01/2039	857,000	1,403,937.50	2,260,937.50			2,260,937.50
12/01/2040	911,000	1,350,375.00	2,261,375.00			2,261,375.00
12/01/2041	968,000	1,293,437.50	2,261,437.50			2,261,437.50
12/01/2042	1,028,000	1,232,937.50	2,260,937.50			2,260,937.50
12/01/2043	1,092,000	1,168,687.50	2,260,687.50			2,260,687.50
12/01/2044	1,161,000	1,100,437.50	2,261,437.50			2,261,437.50
12/01/2045	1,233,000	1,027,875.00	2,260,875.00			2,260,875.00
12/01/2046	1,310,000	950,812.50	2,260,812.50			2,260,812.50
12/01/2047	1,392,000	868,937.50	2,260,937.50			2,260,937.50
12/01/2048	1,479,000	781,937.50	2,260,937.50			2,260,937.50
12/01/2049	1,572,000	689,500.00	2,261,500.00			2,261,500.00
12/01/2050	1,670,000	591,250.00	2,261,250.00			2,261,250.00
12/01/2051	1,774,000	486,875.00	2,260,875.00			2,260,875.00
12/01/2052	1,885,000	376,000.00	2,261,000.00			2,261,000.00
12/01/2053	2,003,000	258,187.50	2,261,187.50			2,261,187.50
12/01/2054	2,128,000	133,000.00	2,261,000.00	2,261,750		-750.00
	28,700,000	36,369,187.50	65,069,187.50	2,261,750	5,381,250	57,426,187.50
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City Recorder
Celeste Cram
City Treasurer
Danielle Ramsay

August 5, 2025
JJJ Development, Inc.
Follow-up to Letter of Intent – Hidden Canyon Public Infrastructure District

Dear Jim Guthrie,

The District Advisory Committee (DAC) has completed its initial review of your July 18, 2025 Letter of Intent (LOI) for the creation of a Public Infrastructure District (PID) in support of the Hidden Canyon Development. To assist the DAC in preparing a thorough and informed recommendation to the Kanab City Council, we are requesting additional information and clarification in the following areas:

Detailed Cost Estimates
In Exhibit B of your LOI, you provided an estimate of probable costs for the proposed infrastructure. To better determine which costs may be tax-exempt and eligible for PID financing, we request:

- A more detailed breakdown of all cost categories listed in Exhibit B.
- Specific information on what is included in the grading costs and power costs.
- An indication of which items you believe qualify for tax-exempt financing under applicable statutes.

Developer Past Performance
To evaluate capacity and historical performance, please provide:

- Examples of similar projects completed by JJJ Development, including:
  - Location and scope.
  - Types of infrastructure constructed.
  - Financing structure used (including any public-private partnerships or special district financing).
  - Timeline from inception to completion.

Revenue Projections
To better understand the financial viability and absorption of the project, please provide:

- Projected sales and absorption rates by product type (e.g., single-family, multi-family, commercial, hotel).
- Detailed revenue estimates with pricing assumptions.
- Third-party or available market data supporting these projections.

Public Benefit Analysis
The DAC would like more clarity on how the PID will provide tangible public benefits. Please provide a comparison between the project with PID financing and the project without PID financing, addressing:

- Changes in timing and phasing of the development.
- Differences in infrastructure scope and quality.
- Amenities or enhancements enabled by PID funding.

The DAC's goal is to provide the City Council with a recommendation that is thorough, transparent, and supported by complete and accurate information. We value your cooperation in this process and look forward to collaborating with you to move the Hidden Canyon Development forward in a way that serves the interests of both the project and the Kanab community.

Sincerely,
Kyler Ludwig
Kanab City Manager
On behalf of the District Advisory Committee

RESOLUTION NO. 9-2-22 R

A RESOLUTION APPROVING A POLICY REGARDING THE PROCESS AND CRITERIA THE CITY WILL UTILIZE IN CONSIDERATION OF APPLICATIONS FOR THE CREATION OF PUBLIC INFRASTRUCTURE DISTRICTS

WHEREAS, Title 17B and Title 17D, Chapter 4 of the Utah Code allow for the creation of Public Infrastructure Districts (PIDs) by the City upon the consent of the property owners and registered voters within the boundaries of the PID; and

WHEREAS, the City anticipates receiving petitions and requests for the creation of one or more PIDs within the City and desires to establish a process and criteria for the evaluation of such petitions and requests; and

WHEREAS, the City staff has worked with its municipal advisor, Zions Public Finance, Inc., to develop a PID policy as contained in Exhibit "A"; and

NOW, THEREFORE, BE IT RESOLVED by the Kanab City Council, adopting and approving the Kanab City Policy Statement: Establishing Public Infrastructure Districts attached hereto.

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

This Resolution shall be effective upon passage.

PASSED AND RESOLVED this _____ day of _____, 2022.

KANAB CITY

_____
MAYOR

ATTEST:

_____
RECORDER

VOTING:

Michael East	Yea ____ Nay ____
Celeste Meyeres	Yea ____ Nay ____
Arlon Chamberlain	Yea ____ Nay ____
Scott Colson	Yea ____ Nay ____
Chris Heaton	Yea ____ Nay ____

EXHIBIT “A”

KANAB CITY POLICY STATEMENT:
ESTABLISHING PUBLIC INFRASTRUCTURE DISTRICTS

This policy statement addresses the criteria under which Kanab City will consider applications for proposed Public Infrastructure Districts (the "District"). Compliance with these criteria shall not obligate the City to approve formation of the District. The Governing Document will be subject to approval by the City in both form and substance. The criteria are intended to serve as guidelines for the review of letters of intent and Governing Documents.

The purpose of the Public Infrastructure District (PID) tool is to fund infrastructure. Initial, upfront costs of development can be significant, and the PID tool partially alleviates these costs. In addition, the relative cost savings associated with the funding is intended to help expedite development, create more desirable properties with notable amenities, and permit for development where typical market conditions may not permit construction. Ultimate PID costs are paid for by the end user, and PID financing is not a financial obligation of the jurisdictional entity. Consequently, Kanab City Corporation is not responsible for debt payments associated with any approved Public Infrastructure District.

Proposed Public Infrastructure Districts (PIDs) will be evaluated on the criteria to follow, with consideration for their ability to further the above intentions of Kanab City. This policy statement is divided into three sections:

1. **Process for applying including fees charged**
2. **The City's decision-making criteria**
3. **Governing Document requirements**

I. Process and Fees

Any proposed Public Infrastructure District will be considered in relation to the best interests of the City. Such interests include using the most appropriate financing mechanism for the type and magnitude of the improvements to be financed and appropriate governance mechanism. If through the review process, a Public Infrastructure District is determined to be the most appropriate mechanism, the process, the criteria, and requirements provided herein will apply, unless otherwise waived by the City.

A. Letter of intent to form a Public Infrastructure District

The applicant shall submit a letter of intent containing the following information in summary form. This letter will be used by staff to make a preliminary determination about the appropriateness of a District and must be submitted prior to submittal of a draft Governing Document. A positive staff response to the Letter of Intent does not assure approval of the Governing Document.

Letter of Intent contents:

1. Description of District area including size, location, area context (significant natural and man-made features, major public improvements, adjacent development), development history, and proposed development;

2. Description of proposed development within the boundaries of the proposed District including general distribution of land uses and densities and phasing of development;

3. Summary of needed infrastructure, services, and facilities:

    a. Currently expected development scenario;

    b. Required local and regional infrastructure and facilities for such development;

    c. Regional and local infrastructure the proposed District is to provide;

    d. Estimated construction costs for the proposed District improvements;

    e. General description of phasing of construction based on development projections;

    f. Anticipated maximum or fixed maximum mill levy required to meet debt service of the District;

    g. Analysis of proposed mill levies in light of outstanding debt and mill levies of other taxing entities affecting the area; and

    h. A sample plan of finance depicting the possible sources and uses of funds for the District.

    i. A summary overview of the differences between the proposed development *with* a Public Infrastructure District in place and the plan *without* a Public Infrastructure District. This will identify key components of the proposed development that are made feasible by the approval of a district.

4. Proposed timeline for District creation.

5. Acknowledgement that consent must be signed prior to the hearing date for the governing document by all property owners and registered voters, if any, within the proposed District boundaries approving of the creation of the proposed District and consenting to the issuance of debt in an amount sufficient for the proposed plan of financing.

6. Disclosure of any conflicts of interest between the applicant and the officers and employees of the City.

7. Copies of signed engagement letters between the applicant and applicable consultants and legal counsel retained by the City and/or the proposed District whereby applicant agrees to pay fees related to the review of the application and governing document.

B. Review Process

1. The District Advisory Committee ("DAC") is a City committee that advises the Mayor, City Council and other policy-makers about district issues. The DAC includes representatives of the departments of [Community Development, Legal, Administration, and Public Works] as well as other agencies as needed.

   The DAC will review the letter of intent utilizing these criteria to determine whether or not to direct the applicant to proceed with preparation of a draft Governing Document for submittal. Conceptual approval does not assure approval of the governing document.

C. Governing Document

1. If the concept for the District as contained in the letter of intent is approved, the City staff will work jointly with applicant and legal and financial advisors to submit a draft Governing Document to the City DAC.

2. The draft Governing Document will be reviewed by the DAC for compliance with the criteria and requirements contained herein. The DAC will discuss with appropriate policy-makers issues that arise during this drafting period to have such issues resolved.

3. The final Governing Document will be forwarded to City Council for action through the standard City and statutory processes.

D. Fees

No request to create a Public Infrastructure District shall proceed until the fees set forth herein are provided for. All checks are to be made payable to Kanab City and sent to the City Manager's Office. Payment of fees does not obligate Kanab City to approve Letters of Intent, Governing Documents, of formation of the District.

1. Letter of Intent: A Letter of Intent is to be submitted to the City Manager's Office and a $2,000 fee shall be paid at the time of submittal of the Letter to cover the cost of staff review.

2. If the applicant proceeds to the submittal of a Governing Document an application fee of $5,000 shall be submitted concurrent with the draft Governing Document.

3. Other Expenses: In the event the costs of review exceed the application fee, the applicant for a District shall pay all reasonable consultant, legal, financial advisor, and other fees and expenses incurred by the City in the process of reviewing the draft Governing Document prior to adoption and other such fees and expenses as may be necessary to interface with such District. All such fees and expenses shall be paid within 30 days of receipt of an invoice for these additional fees and expenses.

II. Criteria for Evaluating Proposed Public Infrastructure Districts

A. Public Benefit

Formation of a District bestows certain benefits on the District's proponents and is expected to provide public benefit consistent with the Creating Entities policy goals. Components of public benefit to be considered may include:

1. Resulting development that is in conformance with the Kanab City General Plan and all applicable supplements;

2. Provision of and/or contribution to needed regional and sub-regional infrastructure;

3. Open access to public trails and public lands;

4. Mixed-use development that includes a variety of housing types and prices, a range of employment opportunities, retail and consumer services, and civic amenities; and

5. High quality site and building design, including street connectivity, durable construction materials, and pedestrian-friendly design.

B. Evaluation Criteria

These criteria provide thresholds for consideration. Compliance with some or all of these criteria is desired; however, alternative approaches may be considered.

1. Districts should not include land that is already included within the boundaries of another public infrastructure district without express provision in an adopted Governing Document. In such cases, the relationship with the existing districts must be addressed in the Governing Document.

2. A District planning to levy more than 10 mills of tax in the District for repayment of limited tax bonds will not be considered without sufficient justification as to why additional mills

are necessary and reasonable for the development.

3. There must be a demonstrated public benefit directly resulting from the creation of the District and its undertakings as described in the Governing Document.

C. Evaluation of Applicant

The following criteria relating to the applicant and the development will be considered:

1. Historical performance of the applicant (within and outside of the City);

2. The current proposed plan of finance of the District;

3. The current development plan's relationship to the master plans of the City; and

4. The regional, economic development, or overall benefits to the City from the proposed plan of finance.

III. Governing Document Requirements

In addition to statutory requirements, a Governing Document memorializes the understandings between the District and the City, as well as the considerations that compelled the City to authorize the formation of the District. The Governing Document for the proposed District shall contain and will be reviewed for compliance with the following policies and requirements.

A. District Description

1. Description of District area including size, location, area context (significant natural and man-made features, major public improvements, adjacent development), development history within the proposed district boundaries, and proposed development scenario (land uses by type and intensity and general urban design character).

2. Description of the public benefit resulting from the creation of the District and its undertakings.

3. Itemization and description of all needed infrastructure (both regional and local) and facilities in the District's area.

4. Explanation of the relationship, if any, between the District and any other public infrastructure districts with overlapping boundaries. If more than one district is proposed to be created within an inclusion area, describe how ultimate district boundaries will be determined.

5. Estimated construction costs of such infrastructure.

6. General description of phasing of construction based on development projections and phasing.

7. Provide the following financial plan information:

a. Proforma financial overview of total costs and total revenues from all revenue sources;

b. An example plan of finance showing a proposal of how the proposed financing might take place, recognizing that the actual financing terms and structure will be approved by the board of trustees of the District (the "Board") within the parameters of this Governing Document;

c. Comparison of the mill levies of similar taxing entities in the area;

d. Proposed operating budgets for the District's first three years of existence; and

e. Any other forms of public financing and assistance being sought, including assessment areas.

8. Description of the ultimate ownership and provision for the ongoing operating and maintenance costs for infrastructure.

9. Description of any proposed divisions and an inclusion/exclusion process as appropriate.

10. Proposed governance plan, including Board structure and to transition from appointed Board to elected Board.

B. Requirements and Expectations

1. The planned ownership of the Improvements, including any relationship with an existing statutory district must be addressed in the Governing Document.

2. All debt issued by the District for which a tax is pledged to pay the debt service shall meet the requirements of all applicable statutes.

3. Land, easements or improvements to be conveyed or dedicated to the City and any other local government entity shall be conveyed in accordance with the related standards at no cost to the City.

4. All public infrastructure within the District which will be connected to and owned by another public entity shall be subject to all design and inspection requirements and other standards of such public entity.

5. The District shall not pledge as security any land, assets or funds to be transferred to the City.

6. The District shall be subject to City zoning, subdivision, building codes, and all other applicable City ordinances and regulations. Approval of the Governing Document shall not bind the City to approve other matters which the District or developer may request.

7. The District shall pay all fees and expenses as provided in the Governing Document.

8. The District may not double tax, whether by mill levy, assessment, impact fees, or any combination thereof, any end user for the costs of Improvements.

C. Disclosure and Reporting Requirements

Disclosure of the existence of the District to property owners and potential property owners within the District is important and the following actions to be taken by each District shall be included in the Governing Document.

1. Within 30 days after the formation of the District, the Board shall record a notice with the county recorder:

    a. Containing a description of the boundaries of the District;

    b. Stating that a copy of the Governing Document is on file at the office of the City;

    c. Stating that the District may finance and repay infrastructure and other improvements through the levy of a property tax;

    d. Stating the maximum rate that the District may levy; and

    e. If applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion.

2. Applicant, homebuilders, commercial developers, and commercial lessors, as applicable, shall be required to disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

    a. All of the information required under (1)(b) above;

    b. A disclosure outlining the impact of any applicable property tax, in substantially the following form:

    "Under the maximum property tax rate of the District, a primary residence valued at $[insert average anticipated residential property value] would have an **additional annual property tax of $_____**for the duration of the District's Bonds. A business property valued at $[insert average anticipated commercial property value] would have an **additional annual property tax of $_____**for the duration of the District's Bonds."

    c. Such disclosures shall be contained on a separate colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

3. At least annually following the formation of the District, the District shall notify (by mail, e-mail, or posting to the District's website) property owners in the District of the existence of the District and of the next scheduled meeting of the Board of the District. Such meeting shall occur at least 30 days and not more than 60 days following the date of the notice. Such notification shall include names and contact information of the Board of Directors and

officers, the address, telephone and fax numbers, and e-mail address of the District, and shall include reference to the existence of a District file maintained by the City as described below.

4. The District shall provide the following information to the City Manager's Office on an annual basis, and the District shall create and maintain a file for public review of the following information.

    a. Annual District budget;

    b. Annual financial report or audit of the District, as applicable under relevant statutory provisions;

    c. Total debt authorized and total debt issued and presently planned debt issuances;

    d. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;

    e. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;

    f. List of current interlocal agreements, if changed (to be delivered to the City upon request);

    g. List of all current contracts for services or construction (to be delivered to the City upon request);

    h. Official statements of current outstanding bonded indebtedness, if not previously received by the City;

    i. Current approved Governing Document, if changed; and

    j. District Office contact information.

5. The following shall be considered significant changes to the Governing Document, thereby requiring approval by the City:

    a. Exclusion or inclusion of property without Governing Document and Statute required approvals;

    b. Change in the maximum mill levy;

    c. Consolidation with any other district; and

    d. Change in the dissolution date.

Submittal Instructions

All letters of intent, draft Governing Documents, annual financial information, and additional documents and requested information should be submitted to the City Manager's Office:

City of Kanab

26 North 100 East

Kanab City, Utah 84741

435-644-2534

Effective 5/1/2024

Part 13
Infrastructure Financing District

17B-2a-1301 Definitions.

As used in this part:

(1) "Assessment bond" means the same as that term is defined in Section 11-42-102.

(2) "Board" means the board of trustees of an infrastructure financing district.

(3) "Designated expansion area" means an area that is:

(a) outside and contiguous to the original district boundary; and

(b) designated and described in a governing document as an area that may be subject to future annexation to the infrastructure financing district.

(4) "Governing document" means a document described in Section 17B-2a-1303.

(5) "Original district boundary" means the boundary of an infrastructure financing district as described in the approved final local entity plat, as defined in Section 67-1a-6.5.

(6)

(a) "Public infrastructure and improvements" means infrastructure, improvements, facilities, or buildings that:

(i) benefit the public; and

(ii)

(A) are or will be owned by a public entity or a utility; or

(B) are publicly maintained or operated by a public entity.

(b) "Public infrastructure and improvements" includes facilities, lines, or systems that provide:

(i) sewer, storm drainage, natural gas, electricity, energy storage, renewable energy, microgrids, or telecommunications service;

(ii) streets, roads, curb, gutter, sidewalk, solid waste facilities, parking facilities, or public transportation facilities; and

(iii) green space, parks, trails, recreational amenities, or other similar facilities.

(c) "Public infrastructure and improvements" does not include any infrastructure, improvements, facilities, or buildings owned or to be owned by a private person, including a homeowner association.

(7) "Residential district" means an infrastructure financing district that contains or is projected to contain owner-occupied residential units within the boundary of the infrastructure financing district.

Enacted by Chapter 388, 2024 General Session

17B-2a-1302 Provisions applicable to infrastructure financing district -- Exceptions -- Conflicting provisions -- Contract for administrative services.

(1) An infrastructure financing district is governed by and has the powers stated in:

(a) this part; and

(b) Chapter 1, Provisions Applicable to All Special Districts, except as provided in Subsection (1)(b).

(2)

(a) Notwithstanding Subsection 17B-1-103(2)(f), an infrastructure financing district may issue bonds only as provided in Title 11, Chapter 42, Assessment Area Act, subject to Subsection (2)(b), and Title 11, Chapter 42a, Commercial Property Assessed Clean Energy Act.

(b) To the extent that the provisions of Title 11, Chapter 42, Assessment Area Act, apply to the use of funds from an assessment or an assessment bond for infrastructure operation and maintenance costs or for the cost of conducting economic promotion activities, those provisions do not apply to an infrastructure financing district.
(c) Before a county or municipality's final inspection required for the issuance of a certificate of occupancy for a residential unit that is subject to an assessment levied by an infrastructure financing district under Title 11, Chapter 42, Assessment Area Act, the infrastructure financing district shall ensure that the assessment allocable to that unit is paid in full and that any assessment lien on that unit is satisfied and released.
(3) Notwithstanding Subsection 17B-1-103(2)(h), an infrastructure financing district may not exercise the power of eminent domain.
(4) This part applies only to an infrastructure financing district.
(5) If there is a conflict between a provision in Chapter 1, Provisions Applicable to All Special Districts, and a provision in this part, the provision in this part governs.
(6) An infrastructure financing district may contract with another governmental entity for the other governmental entity to provide administrative services to the infrastructure financing district.

Enacted by Chapter 388, 2024 General Session

17B-2a-1303 Governing document.
(1) The sponsors of a petition filed under Subsection 17B-1-203(1)(d) to create an infrastructure financing district may include with the petition a governing document.
(2) A governing document may contain provisions for the governance of the infrastructure financing district, consistent with this part, including:
(a) for a residential district, milestones or events that will guide the board in considering modifications to division boundaries to ensure that each division has as nearly as possible the same number of registered voters;
(b) a provision allowing a property owner within the infrastructure financing district to make recommendations, in proportion to the amount of the owner's property in relation to all property within the infrastructure financing district, for individuals to serve as appointed board members; and
(c) any other provisions or information that petition sponsors or the board considers necessary or advisable for the governance of the infrastructure financing district.
(3) A governing document shall:
(a) include a description of infrastructure that the infrastructure financing district will provide funding for;
(b) include, for a residential district, a provision for a transition from an appointed board position, whether at large or for a division, to an elected board position, based upon milestones or events that the governing document identifies;
(c) if applicable, include a copy of a development agreement that has been executed relating to infrastructure to be developed within the boundary of the infrastructure financing district and for which the infrastructure financing district anticipates providing funding; and
(d) if applicable, describe a designated expansion area.
(4)
(a) An area may not be designated as a designated expansion area unless the area is contiguous to the original district boundary.

(b) An area may not be annexed to an infrastructure financing district unless the area is within the designated expansion area that is described in a governing document that is included and submitted with the petition to create the infrastructure financing district.

Enacted by Chapter 388, 2024 General Session

17B-2a-1304 Board of trustees -- Conflict of interest -- Compensation.

(1) A board member with a personal investment described in Section 67-16-9 is not in violation of Section 67-16-9 if:
  (a) before beginning service as a board member, the board member complies with the disclosure requirements of Section 67-16-7, as though that section applied to the board member's ownership of a personal investment described in Section 67-16-9; and
  (b) during the board member's service, the board member complies with:
    (i) the disclosure requirements of Section 67-16-7, as provided in Subsection (1)(a), upon any significant change in the board member's personal investment; and
    (ii) applicable requirements of this part and the governing document.
(2) An infrastructure financing district may not compensate a board member for the member's service on the board unless the board member is a resident within the boundary of the infrastructure financing district.

Enacted by Chapter 388, 2024 General Session

17B-2a-1305 Relationship with other local entities.

(1) The applicability of local land use regulations under Title 10, Chapter 9a, Municipal Land Use, Development, and Management Act, or Title 17, Chapter 27a, County Land Use, Development, and Management Act, is not affected by:
  (a) the creation or operation of an infrastructure financing district; or
  (b) the infrastructure financing district's provision of funding for the development of infrastructure within the infrastructure financing district boundary.
(2) The boundary of an infrastructure financing district is not affected by:
  (a) a municipality's annexation of an unincorporated area of a county; or
  (b) the adjustment of a boundary shared by more than one municipality.
(3) A debt, obligation, or other financial burden of an infrastructure financing district, including any liability of or claim or judgment against an infrastructure financing district:
  (a) is borne solely by the infrastructure financing district; and
  (b) is not the debt, obligation, or other financial burden of any other political subdivision of the state or of the state.
(4)
  (a) Nothing in this part affects the requirement for infrastructure for which an infrastructure financing district provides funding to comply with all applicable standards and design, inspection, and other requirements of the county, municipality, special district, or special service district that will own and operate the infrastructure after the infrastructure is completed.
  (b) Upon the completion of infrastructure for which an infrastructure financing district has provided funding, the infrastructure shall be conveyed:
    (i) to the county, municipality, special district, or special service district that will operate the infrastructure; and
    (ii) at no cost to the county, municipality, special district, or special service district.

Enacted by Chapter 388, 2024 General Session

17B-2a-1306 Contesting an infrastructure financing district action.

(1) As used in this section:

(a) "Contestable action" means:

(i) the creation of an infrastructure financing district or any part of the process to create an infrastructure financing district;

(ii) a property tax levied by an infrastructure financing district or any part of the process to levy the tax; or

(iii) a fee imposed by an infrastructure financing district or any part of the process to impose the fee.

(b) "Effective date" means:

(i) with respect to the creation of an infrastructure financing district, the date of the lieutenant governor's issuance of a certificate of creation under Section 67-1a-6.5;

(ii) with respect to a property tax levied by an infrastructure financing district, the date of the board's adoption of a resolution levying the tax; and

(iii) for a fee imposed by an infrastructure financing district, the date of the board's adoption of a resolution imposing the fee.

(2)

(a) A person may file a court action to contest the legality or validity of a contestable action.

(b) A court action under Subsection (2)(a) is the exclusive remedy for a person to contest the legality or validity of a contestable action.

(3) A person may not bring an action under Subsection (2) or serve a summons relating to the action more than 30 days after the effective date of the contestable action.

(4) After the expiration of the 30-day period stated in Subsection (3):

(a) a contestable action becomes incontestable against any person who has not brought an action and served a summons within the time specified in Subsection (3); and

(b) a person may not bring an action to:

(i) enjoin an infrastructure financing district from levying and collecting a property tax or imposing and collecting a fee that the infrastructure financing district levies or imposes; or

(ii) attack or question in any way the legality or validity of a contestable action.

(5)

(a) This section does not affect a claim for a misuse of funds against the infrastructure financing district or an officer or employee of the infrastructure financing district.

(b) A person may not seek relief for a claimed misuse of funds described in Subsection (5)(a) except for injunctive relief.

(c) The limitation under Subsection (5)(b) does not affect the filing or prosecution of criminal charges for the misuse of infrastructure financing district funds.

Enacted by Chapter 388, 2024 General Session

17B-2a-1307 Reporting requirements.

(1) An infrastructure financing district shall submit an annual report, as provided in this section, to:

(a) the state auditor;

(b) the clerk or recorder of each municipality in which the infrastructure financing district is located; and

(c) the clerk of the county in which the infrastructure financing district is located, if all or part of the infrastructure financing district is located in an unincorporated area of the county.

(2) A report required under Subsection (1) shall:

(a) be filed no later than May 31 of each year; and

(b) report, for the preceding calendar year:

(i) if applicable, the amount of property tax revenue the infrastructure financing district received;

(ii) the amount of money the infrastructure financing district received from assessments levied in an assessment area designated under Title 11, Chapter 42, Assessment Area Act;

(iii) the outstanding principal of any assessment bonds issued or other debt incurred by the infrastructure financing district;

(iv) the amount spent for site improvement or site preparation costs, the installation of public infrastructure and improvements, and administrative costs;

(v) any boundary change of the infrastructure financing district; and

(vi) the number of residential housing units constructed within the infrastructure financing district.

Enacted by Chapter 388, 2024 General Session

Effective 5/5/2021

Chapter 4
Public Infrastructure District Act

Part 1
General Provisions

17D-4-101 Title.

This chapter is known as the "Public Infrastructure District Act."

Renumbered and Amended by Chapter 314, 2021 General Session

17D-4-102 Definitions.

As used in this chapter:

(1) "Board" means the board of trustees of a public infrastructure district.

(2) "Capital city" means a city of the first class that is the capital of the state that has a convention center within the boundary of the city.

(3) "Convention center" means a government facility:

(a) owned by the county in which the convention center is located;

(b) primarily used for hosting conventions, exhibitions, trade shows, or similar events; and

(c) is located within the boundaries of a city of the first class in a county of the first class.

(4) "Convention center public infrastructure district" means a public infrastructure district created to finance public infrastructure and improvements associated with and benefiting a convention center area and surrounding area, including the costs to finance any public or privately owned improvements, including:

(a) convention center-related improvements;

(b) arena improvements; and

(c) a convention revitalization project, as that term is defined in Section 63N-3-602.

(5) "Convention center public infrastructure district in a capital city" means a convention center public infrastructure district created to finance public infrastructure and improvements for a convention center in a capital city, including:

(a) the costs to finance any public improvements that serve the convention center;

(b) privately owned improvements if the improvements are an allowed use of funds under Section 63N-3-1403; and

(c) a convention center revitalization project, as that term is defined in Section 63N-3-602.

(6) "Creating entity" means the county, municipality, basic special district, or development authority that approves the creation of a public infrastructure district.

(7) "Development authority" means:

(a) the Utah Inland Port Authority created in Section 11-58-201;

(b) the Point of the Mountain State Land Authority created in Section 11-59-201;

(c) the Utah Fairpark Area Investment and Restoration District created in Section 11-70-201; or

(d) the military installation development authority created in Section 63H-1-201.

(8) "District applicant" means the person proposing the creation of a public infrastructure district.

(9) "Division" means a division of a public infrastructure district:

(a) that is relatively equal in number of eligible voters or potential eligible voters to all other divisions within the public infrastructure district, taking into account existing or potential

developments which, when completed, would increase or decrease the population within the public infrastructure district; and

(b) which a member of the board represents.

(10) "Governing document" means the document governing a public infrastructure district to which the creating entity agrees before the creation of the public infrastructure district, as amended from time to time, and subject to the limitations of Title 17B, Chapter 1, Provisions Applicable to All Special Districts, and this chapter.

(11)

(a) "Limited tax bond" means a bond:

(i) that is directly payable from and secured by ad valorem property taxes that are levied:

(A) by a public infrastructure district that issues the bond; and

(B) on taxable property within the district;

(ii) that is a general obligation of the public infrastructure district; and

(iii) for which the ad valorem property tax levy for repayment of the bond does not exceed the property tax levy rate limit established under Section 17D-4-303 for any fiscal year, except as provided in Subsection 17D-4-301(13).

(b) "Limited tax bond" does not include:

(i) a short-term bond;

(ii) a tax and revenue anticipation bond; or

(iii) a special assessment bond.

(12)

(a) "Municipal advisor" means a person that:

(i) advises a political subdivision on matters related to the issuance of bonds by governmental entities, including the pricing, sales, and marketing of bonds and the procuring of bond ratings, credit enhancement, and insurance with respect to bonds;

(ii) is qualified to provide the advice described in Subsection (12)(a)(i);

(iii) is not an officer or employee of the political subdivision receiving advice;

(iv) has not been engaged to provide underwriting services in connection with a transaction in which the person will provide advice to the political subdivision; and

(v) has experience doing business related to the issuance of bonds in the state.

(b) "Municipal advisor" may include:

(i) an individual who meets the description in Subsection (12)(a); or

(ii) a firm of individuals who collectively meet the description in Subsection (12)(a).

(13)

(a) "Participation agreement" means an executed agreement between a local government entity and project participant, as those terms are defined in Section 63N-3-1401.

(b) "Participation agreement" includes an agreement under Title 63N, Chapter 3, Part 14, Capital City Revitalization Zone.

(14)

(a) "Public infrastructure and improvements" means:

(i) infrastructure, utilities, improvements, facilities, buildings, or remediation that:

(A) benefit the public and are owned by a public entity or a public or private utility;

(B) benefit the public and are publicly maintained or operated by a public entity; or

(C) are privately owned and are expressly permitted to be acquired or financed by the public infrastructure district's governing document or an agreement between the public infrastructure district and the public infrastructure district's creating entity;

(ii) publicly or privately owned roads, rights-of-way, trails, parking, or parking structures; and

(iii)

(A) for a convention center public infrastructure district, infrastructure, utilities, improvements, facilities, buildings, or remediation that:
(I) benefit the public and are owned by a public entity or a utility;
(II) benefit the public and are publicly maintained or operated by a public entity;
(III) are privately owned and provide a substantial benefit, as determined by the board of a convention center public infrastructure district, to:
(Aa) the development and operation of a convention center public infrastructure district; or
(Bb) the residents or property owners within the boundaries of a convention center public infrastructure district or within the boundaries of a convention center reinvestment zone to which the convention center public infrastructure district is either within or adjacent; or
(B) if the infrastructure and improvements are outside of the boundaries of a convention center public infrastructure district, benefit a convention center public infrastructure district to which the convention center public infrastructure district project area is either within or adjacent.
(b) "Public infrastructure and improvements" also means:
(i) the same as that term is defined in Section 11-58-102, for a public infrastructure district created by the Utah Inland Port Authority created in Section 11-58-201;
(ii) the same as that term is defined in Section 11-70-101, for a public infrastructure district created by the Utah Fairpark Area Investment and Restoration District created in Section 11-70-201;
(iii) the same as that term is defined in Section 63H-1-102, for a public infrastructure district created by the military installation development authority created in Section 63H-1-201;
(iv) for any public infrastructure district created by a development authority, any infrastructure, utilities, improvements, facilities, buildings, or remediation that are privately owned and benefit the public; and
(v) for a public infrastructure district to which tax increment revenue is pledged or distributed, any publicly or privately owned infrastructure, utilities, improvements, facilities, buildings, or remediation that is a permitted use of the tax increment revenue.
(15)
(a) "Tax increment revenue" means the difference between the tax revenue generated from or within a specific area and the revenue that would be generated if a base taxable value were used.
(b) "Tax increment revenue" includes any concept substantially the same as the definition in Subsection (15)(a), regardless of the name of the concept.

Amended by Chapter 29, 2025 General Session
Amended by Chapter 347, 2025 General Session

17D-4-103 Provisions applicable to public infrastructure districts.
(1) A public infrastructure district:
(a) is a body corporate and politic with perpetual succession;
(b) is a quasi-municipal corporation;
(c) is a political subdivision of the state;
(d) is separate and distinct from, and independent of, any other public entity or political subdivision of the state; and
(e) may sue and be sued.
(2) Each public infrastructure district is governed by and has the powers stated in:

(a) this chapter; and
(b) Title 17B, Chapter 1, Provisions Applicable to All Special Districts.
(3) This chapter applies only to a public infrastructure district.
(4) Except as modified or exempted by this chapter, a public infrastructure district is:
(a) to the same extent as if the public infrastructure district were a special district, subject to the provisions in:
(i) Title 17B, Chapter 1, Provisions Applicable to All Special Districts; and
(ii) Title 20A, Election Code; and
(b) subject to the provisions in Title 11, Chapter 42a, Commercial Property Assessed Clean Energy Act.
(5) If there is a conflict between a provision in Title 17B, Chapter 1, Provisions Applicable to All Special Districts, and a provision in this chapter, the provision in this chapter supersedes the conflicting provision in Title 17B, Chapter 1, Provisions Applicable to All Special Districts.
(6) The annexation of an unincorporated area by a municipality or the adjustment of a boundary shared by more than one municipality does not affect the boundaries of a public infrastructure district.

Amended by Chapter 347, 2025 General Session

17D-4-104 Conditions where property owner consent is not required.

Any provision of this chapter requiring the consent or signatures of 100% of surface property owners within an applicable area, the consent of any public entity, utility provider, or owners' association that is a property owner within an applicable area is not required if the public entity, utility provider, or owners' association ownership interest within the applicable area is limited to:
(1) an easement;
(2) a right-of-way; or
(3) a public improvement, utility improvement, or related improvement.

Enacted by Chapter 347, 2025 General Session

Part 2
Creation, Governance, and Powers of a Public Infrastructure District

17D-4-201 Creation -- Annexation or withdrawal of property.

(1)
(a) Except as provided in Subsection (1)(b), Subsection (2), and in addition to the provisions regarding creation of a special district in Title 17B, Chapter 1, Provisions Applicable to All Special Districts, a public infrastructure district may not be created unless a petition is filed with the creating entity that contains the signatures of 100% of surface property owners within the applicable area consenting to the creation of the public infrastructure district.
(b)
(i) As used in this Subsection (1)(b):
(A) "Military land" means the same as that term is defined in Section 63H-1-102.
(B) "Project area" means the same as that term is defined in Section 63H-1-102.
(ii) Notwithstanding Title 17B, Chapter 1, Part 2, Creation of a Special District, and any other provision of this chapter, a development authority may adopt a resolution creating a public

infrastructure district if all owners of surface property proposed to be included within the public infrastructure district consent in writing to the creation of the public infrastructure district.

(iii) For purposes of Subsection (1)(b)(ii), if the surface property proposed to be included within the public infrastructure district includes military land that is within a project area, the owner of the military land within the project area is the lessee of the military land.

(iv) A public infrastructure district created under Subsection (1)(b)(ii) may be created as a subsidiary of the development authority that adopts the resolution creating the public infrastructure district.

(2)

(a) The following do not apply to the creation of a public infrastructure district:

(i) Section 17B-1-203;

(ii) Section 17B-1-204;

(iii) Subsection 17B-1-208(2);

(iv) Section 17B-1-212; or

(v) Section 17B-1-214.

(b) The protest period described in Section 17B-1-213 may be waived in whole or in part with the consent of 100% of the surface property owners within the applicable area approving the creation of the public infrastructure district.

(c) If the protest period is waived under Subsection (2)(b), a resolution approving the creation of the public infrastructure district may be adopted in accordance with Subsection 17B-1-213(5).

(d) A petition meeting the requirements of Subsection (1) may be certified under Section 17B-1-209.

(e) Notwithstanding Subsection 17B-1-215(1)(b), the district applicant shall file the items required by Subsection 17B-1-215(1)(a) with the lieutenant governor within 30 days of the day on which a resolution creating a public infrastructure district is adopted.

(3) Notwithstanding Title 17B, Chapter 1, Part 4, Annexation, an area outside of the boundaries of a public infrastructure district may be annexed into the public infrastructure district if the following requirements are met:

(a)

(i) adoption of resolutions of the board and the creating entity, each approving of the annexation; or

(ii) adoption of a resolution of the board to annex the area, provided that the governing document or creation resolution for the public infrastructure district authorizes the board to annex an area outside of the boundaries of the public infrastructure district without future consent of the creating entity; and

(b) a petition is filed with the public infrastructure district that contains the signatures of 100% of surface property owners within the area proposed to be annexed, demonstrating the surface property owners' consent to the annexation into the public infrastructure district.

(4)

(a) Notwithstanding Title 17B, Chapter 1, Part 5, Withdrawal, property may be withdrawn from a public infrastructure district if the following requirements are met:

(i)

(A) adoption of resolutions of the board and the creating entity, each approving of the withdrawal; or

(B) adoption of a resolution of the board to withdraw the property, provided that the governing document or creation resolution for the public infrastructure district authorizes the board

to withdraw property from the public infrastructure district without further consent from the creating entity; and

(ii) a petition is filed with the public infrastructure district that contains the signatures of 100% of surface property owners within the area proposed to be withdrawn, demonstrating that the surface property owners consent to the withdrawal from the public infrastructure district.

(b) If any bonds that the public infrastructure district issues are allocable to the area to be withdrawn remain unpaid at the time of the proposed withdrawal, the property remains subject to any taxes, fees, or assessments that the public infrastructure district imposes until the bonds or any associated refunding bonds are paid.

(c) Upon meeting the requirements of Subsection (3) or (4)(a), the board shall:

(i) within 30 days of the day on which a resolution is adopted or a petition is filed under Subsection (3) or (4)(a), file with the lieutenant governor:

(A) a copy of a notice of impending boundary action, as defined in Section 67-1a-6.5, that meets the requirements of Subsection 67-1a-6.5(3); and

(B) a copy of an approved final local entity plat, as defined in Section 67-1a-6.5; and

(ii) comply with the requirements of Section 17B-1-512, except:

(A) Subsections 17B-1-512(1)(b) and (c) do not apply; and

(B) the time periods described in this section govern.

(5) A creating entity may impose limitations on the powers of a public infrastructure district through the governing document.

(6)

(a) A public infrastructure district is separate and distinct from the creating entity.

(b)

(i) Except as provided in Subsection (6)(b)(ii), any financial burden of a public infrastructure district:

(A) is borne solely by the public infrastructure district; and

(B) is not borne by the creating entity, by the state, or by any municipality, county, or other political subdivision.

(ii) Notwithstanding Subsection (6)(b)(i) and Section 17B-1-216, the governing document may require:

(A) the district applicant to bear the initial costs of the public infrastructure district; and

(B) the public infrastructure district to reimburse the district applicant for the initial costs the creating entity bears.

(iii) Nothing in this Subsection (6) precludes a public infrastructure district from qualifying directly for an impact fee offset, credit, or refund under Title 11, Chapter 36a, Impact Fees Act, regarding any qualifying system improvements financed by the public infrastructure district.

(c) Any liability, judgment, or claim against a public infrastructure district:

(i) is the sole responsibility of the public infrastructure district; and

(ii) does not constitute a liability, judgment, or claim against the creating entity, the state, or any municipality, county, or other political subdivision.

(d)

(i)

(A) The public infrastructure district solely bears the responsibility of any collection, enforcement, or foreclosure proceeding with regard to any fee or assessment the public infrastructure district imposes.

(B) The creating entity does not bear the responsibility described in Subsection (6)(d)(i)(A).

(ii) A public infrastructure district, and not the creating entity, shall undertake the enforcement responsibility described in, as applicable, Subsection (6)(d)(i) in accordance with Title 11, Chapter 42, Assessment Area Act.

(7) A creating entity may establish criteria in determining whether to approve or disapprove of the creation of a public infrastructure district, including:

(a) historical performance of the district applicant;

(b) compliance with the creating entity's master plan;

(c) credit worthiness of the district applicant;

(d) plan of finance of the public infrastructure district; and

(e) proposed development within the public infrastructure district.

(8)

(a) The creation of a public infrastructure district is subject to the sole discretion of the creating entity responsible for approving or rejecting the creation of the public infrastructure district.

(b) The proposed creating entity bears no liability for rejecting the proposed creation of a public infrastructure district.

Amended by Chapter 347, 2025 General Session

17D-4-202 Public infrastructure district board -- Governing document.

(1)

(a) The legislative body or board of the creating entity shall appoint the initial members of the board of a public infrastructure district, in accordance with the governing document.

(b) A governing document approved by the legislative body or board of the creating entity may provide for the board of a public infrastructure district to, upon a vacancy on the board, appoint an individual to the board so long as the individual meets the requirements to serve on a public infrastructure district board described in this section.

(c) For public infrastructure districts not described in Subsection (1)(b), and except as provided in Subsection (1)(d):

(i) if there is a vacancy on the board of a public infrastructure district, or a board member provides notice to the legislative body or board of the creating entity of the board member's intention to resign from the board, the legislative body or board of the creating entity shall appoint a replacement board member within 45 days from the day on which the vacancy first occurs or the board member provides notice of the board member's intent to resign; and

(ii) if a legislative body or board of the creating entity fails to fill a vacancy on the board within the time period described in Subsection (1)(c)(i), the board of the public infrastructure district may appoint an individual who is eligible to serve on the board according to the requirements of this section to fill the board vacancy.

(d) If a public infrastructure district board position has transitioned from appointment to election, as described in Subsection (4), and an elected board position becomes vacant, the provisions of Section 20A-1-512 apply to fill the vacancy.

(2)

(a) Unless otherwise limited in the governing document and except as provided in Subsection (2)(b), the initial term of each member of the board is four years.

(b) Notwithstanding Subsection (2)(a), approximately half of the members of the initial board shall serve a six-year term so that, after the expiration of the initial term, the term of approximately half the board members expires every two years.

(c) A board may elect that a majority of the board serve an initial term of six years.

(d) After the initial term, the term of each member of the board is four years.

(e) A member of the board who is appointed shall continue to serve on the board of the public infrastructure district until a replacement board member is appointed.

(3)

(a) Notwithstanding Subsection 17B-1-302(1)(b), a board member is not required to be a resident within the boundaries of the public infrastructure district if:

(i) all of the surface property owners consent to the waiver of the residency requirement;

(ii) there are no residents within the boundaries of the public infrastructure district;

(iii) no qualified candidate timely files to be considered for appointment to the board; or

(iv) no qualified individual files a declaration of candidacy for a board position in accordance with Subsection 17B-1-306(5).

(b) Except under the circumstances described in Subsection (3)(a)(iii) or (iv), the residency requirement in Subsection 17B-1-302(1)(b) is applicable to any board member elected for a division or board position that has transitioned from an appointed to an elected board member in accordance with this section.

(c) An individual who is not a resident within the boundaries of the public infrastructure district may not serve as a board member unless the individual is:

(i) an owner of land or an agent or officer of the owner of land within the boundaries of the public infrastructure district; and

(ii) a registered voter at the individual's primary residence.

(d) If the creating entity determines that a public infrastructure district is not anticipated to have permanent residents within the public infrastructure district's boundaries, or is anticipated to be primarily composed of non-residential property or non-primary residential property, a governing document may allow the creating entity to continue to appoint a property owner, or the agent of a property owner, to the public infrastructure district board.

(e) A governing document may allow for a property owner to recommend a property owner or a property owner's agent for appointment to the public infrastructure district board in numbers proportional to the property owner's ownership of land, or value of land, within a public infrastructure district.

(4)

(a) A governing document may provide for a transition from legislative body appointment under Subsection (1) to a method of election by registered voters based upon milestones or events that the governing document identifies, including a milestone for each division or individual board position providing that when the milestone is reached:

(i) for a division, the registered voters of the division elect a member of the board in place of an appointed member at the next municipal general election for the board position; or

(ii) for an at large board position established in the governing document, the registered voters of the public infrastructure district elect a member of the board in place of an appointed member at the next municipal general election for the board position.

(b) Regardless of whether a board member is elected under Subsection (4)(a), the position of each remaining board member shall continue to be appointed under Subsection (1) until the member's respective division or board position surpasses the density milestone described in the governing document.

(5)

(a) Subject to Subsection (5)(c), the board may, in the board's discretion but no more frequently than every four years, reestablish the boundaries of each division so that each division that has reached a milestone specified in the governing document, as described in Subsection (4)(a), has, as nearly as possible, the same number of eligible voters.

(b) In reestablishing division boundaries under Subsection (5)(a), the board shall consider existing or potential developments within the divisions that, when completed, would increase or decrease the number of eligible voters within the division.
(c) The governing document may prohibit the board from reestablishing, without the consent of the creating entity, the division boundaries as described in Subsection (5)(a).
(6) A public infrastructure district may not compensate a board member for the member's service on the board under Section 17B-1-307 unless the board member is a resident within the boundaries of the public infrastructure district.
(7) A governing document shall:
(a) include a boundary description and a map of the public infrastructure district;
(b) state the number of board members;
(c) describe any divisions of the public infrastructure district;
(d) establish any applicable property tax levy rate limit for the public infrastructure district;
(e) establish any applicable limitation on the principal amount of indebtedness for the public infrastructure district; and
(f) include other information that the public infrastructure district or the creating entity determines to be necessary or advisable.
(8)
(a) Except as provided in Subsection (8)(b), the board and the governing body of the creating entity may amend a governing document by each adopting a resolution that approves the amended governing document.
(b) Notwithstanding Subsection (8)(a), any amendment to increase a property tax levy rate limitation requires the consent of 100% of surface property owners within the boundaries of the public infrastructure district.
(9) A board member is not in violation of Section 67-16-9 if the board member:
(a) discloses a business relationship in accordance with Sections 67-16-7 and 67-16-8 and files the disclosure with the creating entity:
(i) before any appointment or election; and
(ii) upon any significant change in the business relationship; and
(b) conducts the affairs of the public infrastructure district in accordance with this title and any parameters described in the governing document.
(10) Notwithstanding any other provision of this section, the governing document governs the number, appointment, and terms of board members of a public infrastructure district created by the development authority.

Amended by Chapter 347, 2025 General Session

17D-4-202.1 Convention center public infrastructure -- District board -- Petition and process requirements -- Governing document.
(1) As used is this section:
(a) "City" means a municipality of the first class located in a county of the first class in which a convention center is located.
(b) "County" means a county in which a convention center is located.
(c) "Lessee" means a lessee of property within the proposed convention center public infrastructure district that leases the property from the city or county for a term of at least 10 years.
(d)
(i) "Petitioner" means:

(A) a surface property owner, a property owner, or lessee of property within a proposed convention center public infrastructure district's boundaries that initiates the formation of a convention center public infrastructure district; or

(B) a surface property owner under this chapter, and Title 17B, Chapter 1, Provisions Applicable to All Special Districts, in relation to a convention center public infrastructure district.

(ii) "Petitioner" does not include a city, county, or other public entity.

(2) A convention center public infrastructure district shall be created in a city upon the submission of a petition in accordance with this part and shall have all the powers of a public infrastructure district under this chapter.

(3) A convention center public infrastructure district may only be created within a city in which a convention center is located.

(4) The petition described in Subsection (2) shall:

(a) include the governing document; and

(b) for a petition to a city which has previously authorized revitalization taxes described in Section 63N-3-1403, include as part of the governing document approval and authorization of an interlocal agreement pledging and securing the revitalization taxes for debt of the proposed convention center public infrastructure district.

(5)

(a) The process for creating a convention center public infrastructure district or a convention center public infrastructure district in a capital city shall be initiated by the submission of a petition and a governing document to the city, except that:

(i) the city recorder shall certify the petition within 14 days from the day the petitioner submits the petition to the city recorder;

(ii) if the city recorder fails to certify the petition within the time described in Subsection (5)(a)(i), the petition shall be considered certified; and

(iii) within 30 days from the day that the petitioner submits the petition to the city recorder, or if the city and the petitioner have come to an agreement as described in Subsection (5)(b), the city shall adopt a resolution to approve:

(A) the governing document the petitioner submitted with the petition; and

(B) the creation of a convention center public infrastructure district or a convention center public infrastructure district in a capital city.

(b) Notwithstanding Subsection (5)(a), the city and petitioner may negotiate the finalized terms of the petition, including the terms of an interlocal agreement, within a time period agreed upon by the city and petitioner.

(6)

(a) The boundaries of a convention center public infrastructure district shall be limited to an area within a one-half-mile radius of a convention center.

(b) If a parcel is intersected by the radius described in Subsection (6)(a), the entire parcel may be included in the district.

(7) A convention center public infrastructure district shall be subject to the following provisions regarding taxation and financing:

(a) a convention center public infrastructure district may levy an administrative tax of up to 0.0005 per dollar of taxable value on taxable property within the district; and

(b) the administrative tax shall be used exclusively for administrative expenses and may not be used for capital costs or debt payment.

(8) A convention center public infrastructure district shall be governed by the governing document submitted and approved as described in this section.

(9) The convention center public infrastructure board shall consist of five members as follows:
(a) three members shall be representatives of the petitioner and selected by the petitioner;
(b) one member may be a representative of the city and selected by the mayor of the city; and
(c) one member may be a representative of the county and selected by the mayor of the county.
(10) If a city or county mayor chooses not to select a member of the board as described in Subsection (9)(b) or (c), elects in writing to permanently abdicate the board seat, or chooses to vacate a member at any time, the petitioner shall select a member for the replacement who shall not be a representative of the city or county in which the convention center is located.
(11)
(a) A convention center public infrastructure district shall enter into an interlocal agreement with the relevant county that provides that, for any revenue that is transferred to the convention center public infrastructure district from a convention center reinvestment zone created pursuant to Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act, the mayor of the county shall have approval authority for the expenditure of any revenue related to a convention center revitalization project, as that term is defined in Section 63N-3-602.
(b) The approval authority described in Subsection (11)(a) does not include approval authority over:
(i) any bonds or debt or related terms issued by the convention center public infrastructure district; or
(ii) revenue subject to a participation agreement entered into pursuant to Title 63N, Chapter 3, Part 14, Capital City Revitalization Zone.

Enacted by Chapter 29, 2025 General Session

17D-4-203 Public infrastructure district powers.
(1) A public infrastructure district has all of the authority conferred upon a special district under Section 17B-1-103.
(2) A public infrastructure district may:
(a) issue negotiable bonds to pay:
(i) all or part of the costs of acquiring, acquiring an interest in, improving, or extending any of the improvements, facilities, or property allowed under Section 11-14-103;
(ii) capital costs of improvements in an energy assessment area, as defined in Section 11-42a-102, and other related costs, against the funds that the public infrastructure district will receive because of an assessment in an energy assessment area;
(iii) public improvements related to the provision of housing;
(iv) capital costs related to public transportation;
(v) for a public infrastructure district that is within or adjacent to a housing and transit reinvestment zone described in Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act, any and all costs to finance any public or privately owned improvements, which, in the discretion of the board of the public infrastructure district, promote the objectives described in Section 63N-3-603.1;
(vi) the cost of acquiring or financing public infrastructure and improvements;
(vii) for a public infrastructure district that is a subsidiary of or created by the Utah Inland Port Authority, the costs associated with a remediation project, as defined in Section 11-58-102;
(viii) for a convention center public infrastructure district that is within or adjacent to a convention center reinvestment zone as defined in Section 63N-3-602, any or all of the costs to finance any public or privately owned improvements, including convention center-related improvements and arena improvements, which, in the discretion of the board of a

convention center public infrastructure district, promote the objectives of the convention center reinvestment zone, as described in Section 63N-3-603.1;

(ix) for a convention center public infrastructure district, the costs of financing a convention revitalization project, as the term is defined in Section 63N-3-602;

(x) for a convention center public infrastructure district in a capital city that is within or adjacent to a convention center reinvestment zone in a capital city, as defined in Section 63N-3-602, any or all of the costs to financing any publicly owned improvements, including the cost of financing a convention center revitalization project in a capital city, as defined in Section 63N-3-602, convention center-related improvements, and publicly or privately owned improvements that directly serve the convention center, which, in the discretion of the board of the convention center public infrastructure district in a capital city, promote the objectives of the convention center reinvestment zone in a capital city, as described in Section 63N-3-603.1; and

(xi) for a convention center public infrastructure district in a capital city that is within a capital city revitalization zone project area, as defined in Section 63N-3-1401, any allowed uses of funds or revenue provided for under Section 59-12-402.5, including eligible expenses consistent with the terms of the participation agreement, except that a convention center public infrastructure district in a capital city may not issue negotiable bonds serviced by the revitalization tax under Section 59-12-402.5 for privately owned improvements for more than the maximum dollar amount described in the participation agreement.

(b) enter into an interlocal agreement in accordance with Title 11, Chapter 13, Interlocal Cooperation Act, provided that the interlocal agreement may not expand the powers of the public infrastructure district, within the limitations of Title 11, Chapter 13, Interlocal Cooperation Act, without the consent of the creating entity;

(c) notwithstanding any other provision in code, acquire completed or partially completed improvements, including related design and consulting services and related work product, for fair market value as reasonably determined by:

(i) the board;

(ii) the creating entity, if required in the governing document; or

(iii) a surveyor or engineer that a public infrastructure district employs or engages to perform the necessary engineering services for and to supervise the construction or installation of the improvements;

(d) contract with the creating entity for the creating entity to provide administrative services on behalf of the public infrastructure district, when agreed to by both parties, in order to achieve cost savings and economic efficiencies, at the discretion of the creating entity;

(e) for a public infrastructure district created by a development authority, or for a public infrastructure district created by a municipality and located in an urban renewal project area that includes some or all of an inactive industrial site:

(i)

(A) operate and maintain public infrastructure and improvements the district acquires or finances; and

(B) use fees, assessments, or taxes to pay for the operation and maintenance of those public infrastructure and improvements; and

(ii) issue bonds under Title 11, Chapter 42, Assessment Area Act; and

(f) for a public infrastructure district that is a subsidiary of or created by the Utah Inland Port Authority, pay for costs associated with a remediation project, as defined in Section 11-58-102, of the Utah Inland Port Authority.

(3) A public infrastructure district created by the Utah Fairpark Area Investment and Restoration District, created in Section 11-70-201, may:
(a) pay for the cost of the development and construction of a qualified stadium, as defined in Section 11-70-101; and
(b) pay for the cost of public infrastructure and improvements.

Amended by Chapter 498, 2025 General Session

17D-4-204 Relation to other local entities.
(1) Notwithstanding the creation of a public infrastructure district, the creating entity and any other public entity, as applicable, retains all of the entity's authority over all zoning, planning, design specifications and approvals, and permitting within the public infrastructure district.
(2) The inclusion of property within the boundaries of a public infrastructure district does not preclude the inclusion of the property within any other special district.
(3)
(a) All infrastructure that is connected to another public entity's system:
(i) belongs to that public entity, regardless of inclusion within the boundaries of a public infrastructure district, unless the public infrastructure district and the public entity otherwise agree; and
(ii) shall comply with the design, inspection requirements, and other standards of the public entity.
(b) A public infrastructure district shall convey or transfer the infrastructure described in Subsection (3)(a) free of liens or financial encumbrances to the public entity at no cost to the public entity.
(4)
(a) No public entity or private person shall receive funds from any portion of a public infrastructure district's property tax revenue without a resolution of the public infrastructure district's board authorizing the public entity or private person to receive the funds.
(b) Subsection (4)(a) does not apply to the county's expenses related to collecting property tax in accordance with Title 59, Chapter 2, Part 12, Property Tax Act.
(c) Subsection (4)(a) applies notwithstanding any provision in:
(i) Title 17C, Limited Purpose Local Government Entities - Community Reinvestment Agency Act;
(ii) Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act;
(iii) a statute governing a development authority created under Utah Constitution, Article XI; or
(iv) a provision of code related to the collection, distribution, or sharing of tax increment revenue, incremental property tax increases, or actions related to the collection, distribution, or sharing of tax increment revenue or incremental property tax increases.

Amended by Chapter 347, 2025 General Session

17D-4-205 Transparency.
A public infrastructure district shall file annual reports with the creating entity regarding the public infrastructure district's actions as provided in the governing document.

Renumbered and Amended by Chapter 314, 2021 General Session

Part 3
Bond Issuance, Fee Collection, and Property Tax Levy Authority for a Public Infrastructure District

17D-4-301 Public infrastructure district bonds.

(1)

(a) Subject to Subsection (1)(b), a public infrastructure district may issue negotiable bonds or other debt instruments for the purposes described in Section 17D-4-203, as provided in, as applicable:

(i) Title 11, Chapter 14, Local Government Bonding Act;

(ii) Title 11, Chapter 27, Utah Refunding Bond Act;

(iii) Title 11, Chapter 42, Assessment Area Act;

(iv) Title 11, Chapter 42a, Commercial Property Assessed Clean Energy Act; and

(v) this section.

(b) A public infrastructure district created by a bonding political subdivision, as defined in Section 63C-25-101, may not issue bonds under this part unless the board first:

(i) adopts a parameters resolution for the bonds that sets forth:

(A) the maximum:

(I) amount of bonds;

(II) term; and

(III) interest rate; and

(B) the expected security for the bonds; and

(ii) submits the parameters resolution for review and recommendation to the State Finance Review Commission created in Section 63C-25-201.

(2) A public infrastructure district bond shall mature within 40 years of the date of issuance.

(3)

(a) A public infrastructure district may issue a limited tax bond, in the same manner as a general obligation bond:

(i)

(A) with the consent of 100% of surface property owners within the boundaries of the public infrastructure district; and

(B) with the consent of a majority of the registered voters, if any, within the boundaries of the proposed public infrastructure district as of the day on which the board finds that the consent of a majority of registered voters has been obtained; or

(ii) upon approval of a majority of the registered voters within the boundaries of the public infrastructure district voting in an election held for that purpose under Title 11, Chapter 14, Local Government Bonding Act.

(b) A limited tax bond described in Subsection (3)(a):

(i) is not subject to the limitation on a general obligation bond described in Subsection 17B-1-1102(4); and

(ii) is subject to a limitation, if any, on the principal amount of indebtedness as described in the governing document.

(c) Unless limited tax bonds are initially purchased exclusively by one or more qualified institutional buyers as defined in Rule 144A, 17 C.F.R. Sec. 230.144A, or an investment grade rating is obtained for the limited tax bonds by one or more nationally recognized rating agencies, the public infrastructure district may only issue limited tax bonds in denominations

of not less than $500,000, and in integral multiples above $500,000 of not less than $1,000 each.

(d)

(i) Without any further election or consent of property owners or registered voters, a public infrastructure district may convert a limited tax bond described in Subsection (3)(a) to a general obligation bond if the principal amount of the related limited tax bond together with the principal amount of other related outstanding general obligation bonds of the public infrastructure district does not exceed 15% of the fair market value of taxable property in the public infrastructure district securing the general obligation bonds, determined by:

(A) an appraisal from an appraiser who is a member of the Appraisal Institute that is addressed to the public infrastructure district or a financial institution; or

(B) the most recent market value of the property from the assessor of the county in which the property is located.

(ii) The consent to the issuance of a limited tax bond described in Subsection (3)(a) is sufficient to meet any statutory or constitutional election requirement necessary for the issuance of the limited tax bond and any general obligation bond to be issued in place of the limited tax bond upon meeting the requirements of this Subsection (3)(d).

(e) A public infrastructure district that levies a property tax for payment of debt service on a limited tax bond issued under this section is not required to comply with the notice and hearing requirements of Section 59-2-919 unless the rate exceeds the rate established in:

(i) Section 17D-4-303, except as provided in Subsection (13);

(ii) the governing document; or

(iii) the documents relating to the issuance of the limited tax bond.

(4)

(a) For a public infrastructure district seeking the consent described in Subsection (3)(a)(i)(B), a public infrastructure district may:

(i) post a class A notice under Section 63G-30-102 for at least 30 days; and

(ii) mail a request for consent to each registered voter within the boundaries of the public infrastructure district according to voter registration records.

(b) The request for consent described in Subsection (4)(a)(ii) shall include:

(i) the purpose for the issuance of the bonds;

(ii) the maximum principal amount of the bonds to be issued;

(iii) the maximum tax rate proposed to be pledged for the repayment of the bonds;

(iv) the words "For the issuance of bonds" and "Against the issuance of bonds," with appropriate boxes in which the voter may indicate the voter's choice; and

(v) a return address and phone number where additional information may be obtained from the public infrastructure district.

(c) Any registered voter who does not return the request for consent within 30 days of the day they are mailed to the voter is considered:

(i) non-participatory in the request for consent; and

(ii) shall not be included in a calculation to determine the percentage of registered voters who consent to the issuance of bonds.

(d) If a majority of the registered voters who return the request for consent under this Subsection (4) indicate "For the issuance of bonds," or if no registered voters return the request for consent within the time frame described in Subsection (4)(c), the requirement described in Subsection (3)(a)(i)(B) is met.

(e) Nothing in this Subsection (4):

(i) prevents a public infrastructure district from obtaining the consent of registered voters for the issuance of a bond through another method; or

(ii) shall be interpreted to affect or otherwise interfere with any consents of registered voters obtained before the effective date of this bill.

(5) Nothing in this section shall be interpreted to:

(a) prevent a public infrastructure district from withdrawing property from the public infrastructure district's boundaries where the property owners or registered voters associated with that property do not consent to the issuance of bonds or vote against the issuance of bonds; or

(b) require a public infrastructure district to withdraw property from the public infrastructure district's boundaries where the property owners or registered voters associated with that property do not consent to the issuance of bonds or vote against the issuance of bonds.

(6)

(a) Beginning on the effective date of this bill, once consent or approval is obtained under Subsection (3)(a), the consent or approval is valid for a period of 10 years from the day on which the board:

(i) adopts a resolution or ordinance finding that the consent or approval is obtained; and

(ii) publishes a notice of the resolution or ordinance described in Subsection (6)(a)(i) as a class A notice under Section 63G-30-102 for at least 30 days.

(b) The tolling provisions of Section 11-14-301 apply during the 10-year period described in Subsection (6)(a).

(c) After a public infrastructure district obtains consent or approval under Subsection (3)(a), the public infrastructure district does not require any additional consent to or approval of the issuance of bonds, and the subsequent annexation of property to, or withdrawal of property from, the public infrastructure district does not impact:

(i) the validity of already obtained consent or approval;

(ii) the 10-year period described in Subsection (6)(a); or

(iii) any bond issued, or to be issued, pursuant to the consent or approval that was obtained under Subsection (3)(a).

(d) Subsection (6)(a) does not invalidate or alter any consent or approval, or finding of consent or approval, that occurred before the effective date of this bill.

(7)

(a) Except as provided in Subsection (7)(b), there is no limitation on the duration of revenues that a public infrastructure district may receive to cover any shortfall in the payment of principal of and interest on a bond that the public infrastructure district issues.

(b) A public infrastructure governing document or bond documents may limit the duration of time described in Subsection (7)(a).

(8) Section 11-42-106 governs any action to challenge an assessment imposed by a public infrastructure district or any proceeding to designate an assessment area conducted by a public infrastructure district.

(9) A public infrastructure district is not a municipal corporation for purposes of the debt limitation of Utah Constitution, Article XIV, Section 4.

(10) Notwithstanding any other provision, the board may directly or by resolution delegate to one or more officers of the public infrastructure district the authority to:

(a) in accordance and within the parameters set forth in a resolution adopted in accordance with Section 11-14-302, approve the final interest rate, price, principal amount, maturity, redemption features, and other terms of the bond;

(b) approve and execute any document or contract relating to the issuance of a bond; and

(c) approve any contract related to the acquisition and construction of the improvements, facilities, or property to be financed with a bond.

(11)

(a) Subject to Subsection (11)(b), before a public infrastructure district may issue a limited tax bond or assessment bond, the public infrastructure district shall engage a municipal advisor who, in connection with the issuance of bonds, shall deliver a certificate stating that:

(i) the municipal advisor qualifies to serve as a municipal advisor, as defined in Section 17D-4-102, including the basis for the municipal advisor's qualifications;

(ii) the structure of the limited tax bond or assessment bond the public infrastructure district is about to issue is a reasonable structure, as of the date of the issuance of the limited tax bond or assessment bond, as applicable; and

(iii) the interest rate of the limited tax bond or assessment bond the public infrastructure district is about to offer is a reasonable market rate, as of the date of the issuance of the limited tax bond or assessment bond, as applicable.

(b) The provisions of this Subsection (11) do not apply to a public infrastructure district created by a development authority.

(12)

(a) Any person may contest the legality of the issuance of a public infrastructure district bond or any provisions for the security and payment of the bond for a period of 30 days after:

(i) posting the resolution authorizing the bond as a class A notice under Section 63G-30-102; or

(ii) posting a notice of bond containing substantially the items required under Subsection 11-14-316(2) as a class A notice under Section 63G-30-102.

(b) After the 30-day period described in Subsection (12)(a), no person may bring a lawsuit or other proceeding contesting the regularity, formality, or legality of the bond for any reason.

(13)

(a) In the event of any statutory change in the methodology of assessment or collection of property taxes in a manner that reduces the amounts which are devoted or pledged to the repayment of limited tax bonds, a public infrastructure district may charge a rate sufficient to receive the amount of property taxes or assessment the public infrastructure district would have received before the statutory change in order to pay the debt service on outstanding limited tax bonds.

(b) The rate increase described in Subsection (13)(a) may exceed the limit described in Section 17D-4-303.

(c) The public infrastructure district may charge the rate increase described in Subsection (13)(a) until the bonds, including any associated refunding bonds, or other securities, together with applicable interest, are fully met and discharged.

(14) No later than 60 days after the closing of any bonds by a public infrastructure district created by a bonding political subdivision, as defined in Section 63C-25-101, the public infrastructure district shall report the bond issuance, including the amount of the bonds, terms, interest rate, and security, to:

(a) the Executive Appropriations Committee; and

(b) the State Finance Review Commission created in Section 63C-25-201.

Amended by Chapter 347, 2025 General Session

17D-4-302 Fees.

(1) In addition to any fees authorized by Title 17B, Chapter 1, Provisions Applicable to All Special Districts, a public infrastructure district may charge a fee for an administrative service

that the public infrastructure district provides, to pay some or all of the public infrastructure district's:

(a) costs of acquiring, improving, or extending improvements, facilities, or property; or

(b) costs associated with the enforcement of a legal remedy.

(2) The board of a public infrastructure district shall establish fees by a fee schedule in ordinance or resolution.

Amended by Chapter 347, 2025 General Session

17D-4-303 Limits on public infrastructure district property tax levy -- Notice requirements.

(1) The property tax levy of a public infrastructure district, for all purposes, including payment of debt service on limited tax bonds, may not exceed .015 per dollar of taxable value of taxable property in the district.

(2) The limitation described in Subsection (1) does not apply to the levy by the public infrastructure district to pay principal of and interest on a general obligation bond that the public infrastructure district issues.

(3)

(a) Within 30 days after the day on which the lieutenant governor issues a certificate of incorporation for the public infrastructure district under Section 67-1a-6.5, the board shall record a notice with the recorder of the county in which property within the public infrastructure district is located.

(b) The notice described in Subsection (3)(a) shall:

(i) contain a description of the boundaries of the public infrastructure district;

(ii) state that a copy of the governing document is on file at the office of the creating entity;

(iii) state that the public infrastructure district may finance and repay infrastructure and other improvements through the levy of a property tax; and

(iv) state the maximum rate that the public infrastructure district may levy.

(c) The effective date of the public infrastructure district for purposes of assessing property tax is the day on which the notice is recorded in the office of the recorder of each county in which the public infrastructure district is located, as described in Section 59-2-305.5.

(4) If the board fails to record a notice as described in Subsection (3):

(a) the public infrastructure district is still created as of the day the lieutenant governor issues a certificate of incorporation for the public infrastructure district;

(b) any bonds issued by the public infrastructure district are still valid; and

(c) the public infrastructure district may not levy a tax or levy or collect a fee until the board records the notice described in Subsection (3).

Amended by Chapter 347, 2025 General Session

17D-4-304 Property tax penalty for nonpayment.

In the event of nonpayment of any tax, fee, or charge that a public infrastructure district imposes, the public infrastructure district may impose a property tax penalty at an annual rate of .07, in addition to any other lawful penalty for nonpayment of property tax.

Renumbered and Amended by Chapter 314, 2021 General Session

17D-4-305 Action to contest tax, fee, or proceeding -- Requirements -- Exclusive remedy -- Bonds, taxes, and fees incontestable.

(1) A person who contests a tax or fee imposed by a public infrastructure district or any proceeding to create a public infrastructure district, levy a tax, or impose a fee may bring a civil action against the public infrastructure district or the creating entity to:
  (a) set aside the proceeding; or
  (b) enjoin the levy, imposition, or collection of a tax or fee.
(2) The person bringing an action described in Subsection (1):
  (a) notwithstanding Title 78B, Chapter 3a, Venue for Civil Actions, shall bring the action in the county in which the public infrastructure district is located if the person brings the action in the district court; and
  (b) may not bring the action against or serve a summons relating to the action on the public infrastructure district more than 30 days after the day on which:
    (i) the creation of the public infrastructure district is effective, if the challenge is to the creation of the public infrastructure district;
    (ii) the board of the public infrastructure district adopts a resolution or ordinance establishing a tax or fee, if the challenge is to a tax or fee; or
    (iii) the board of the public infrastructure district adopts a resolution or ordinance annexing property to, or withdrawing property from, the public infrastructure district, if the challenge is to an annexation or withdrawal.
(3) An action under Subsection (1) is the exclusive remedy of a person who:
  (a) claims an error or irregularity in a tax or fee or in any proceeding to create a public infrastructure district, levy a tax, or impose a fee; or
  (b) challenges a bondholder's right to repayment.
(4) After the expiration of the 30-day period described in Subsection (2)(b):
  (a) a bond issued or to be issued with respect to a public infrastructure district and any tax levied or fee imposed becomes incontestable against any person who has not brought an action and served a summons in accordance with this section;
  (b) a person may not bring a suit to:
    (i) enjoin the issuance or payment of a bond or the levy, imposition, collection, or enforcement of a tax or fee; or
    (ii) attack or question in any way the legality of a bond, tax, or fee; and
  (c) a court may not inquire into the matters described in Subsection (4)(b).
(5)
  (a) This section does not insulate a public infrastructure district from a claim of misuse of funds after the expiration of the 30-day period described in Subsection (2)(b).
  (b)
    (i) Except as provided in Subsection (5)(b)(ii), an action in the nature of mandamus is the sole form of relief available to a party challenging the misuse of funds.
    (ii) The limitation in Subsection (5)(b)(i) does not prohibit the filing of criminal charges against or the prosecution of a party for the misuse of funds.
(6) If there is a conflict between a provision in Section 17D-4-301 and a provision in this section, the provision in Section 17D-4-301 supersedes the conflicting provision in this section.

Amended by Chapter 347, 2025 General Session

Public Infrastructure Districts

Introduction to Senate Bill 228

Codified as Title 17D, Chapter 4

This bill grants cities and counties (Creating Entity) the power to create Public Infrastructure Districts (PIDs) to finance public infrastructure for new development and redevelopment

PIDs can issue debt repayable from property taxes or assessments on the property owners within its boundaries

PIDs can be an effective tool to the interests of both municipalities and property owners when potentially competing interests are balanced

Economic Development Tools

- Historically, there have been two key economic development financing tools used by cities and counties:
  - ✓ Tax Increment Financing (TIF)
  - ✓ Assessment Areas & Bonds
- Public Infrastructure Districts are intended to compliment these tools as well as address some of their shortcomings

PID Features

- Governed under the Local district Act, Title 17B
- Independent political subdivision
  - PID debt is not a liability or a balance sheet item of the Creating Entity
  - Defaults by PID taxpayers not enforced by municipality
- Governed by own board
- Creates new tax revenue stream rather than reallocation of existing taxes

PID Creation and Powers

PID Creation

- At the discretion of the Creating Entity
- Requires consent of 100% of property owners and voters within the PID boundaries
- Costs of Creating Entity counsel in evaluating PID to be paid by the property owner

PID Powers

- Broad powers to finance public infrastructure of many types, generally including any improvement that will be owned by a state or local government, including the PID
- Powers may be limited by the Creating Entity in the governing document entered into at creation

PID Governance

- PIDs are governed by a board with members initially appointed by the Creating Entity
- Initial board comprised of property owners or their designated representatives
- Board will transition to an elected board as electors reside in the PID, as provided in the Governing Document
- Board authority constrained by the limitations established in the Governing Document

Potential Uses of PIDs

- Incentivize commercial development
- Facilitate master planned communities
- Incentivize multi-family and/or low-income housing
- Enhanced infrastructure, such as increased capacity
- Backbone and regional infrastructure

Medical School Campus PID – Provo, Utah

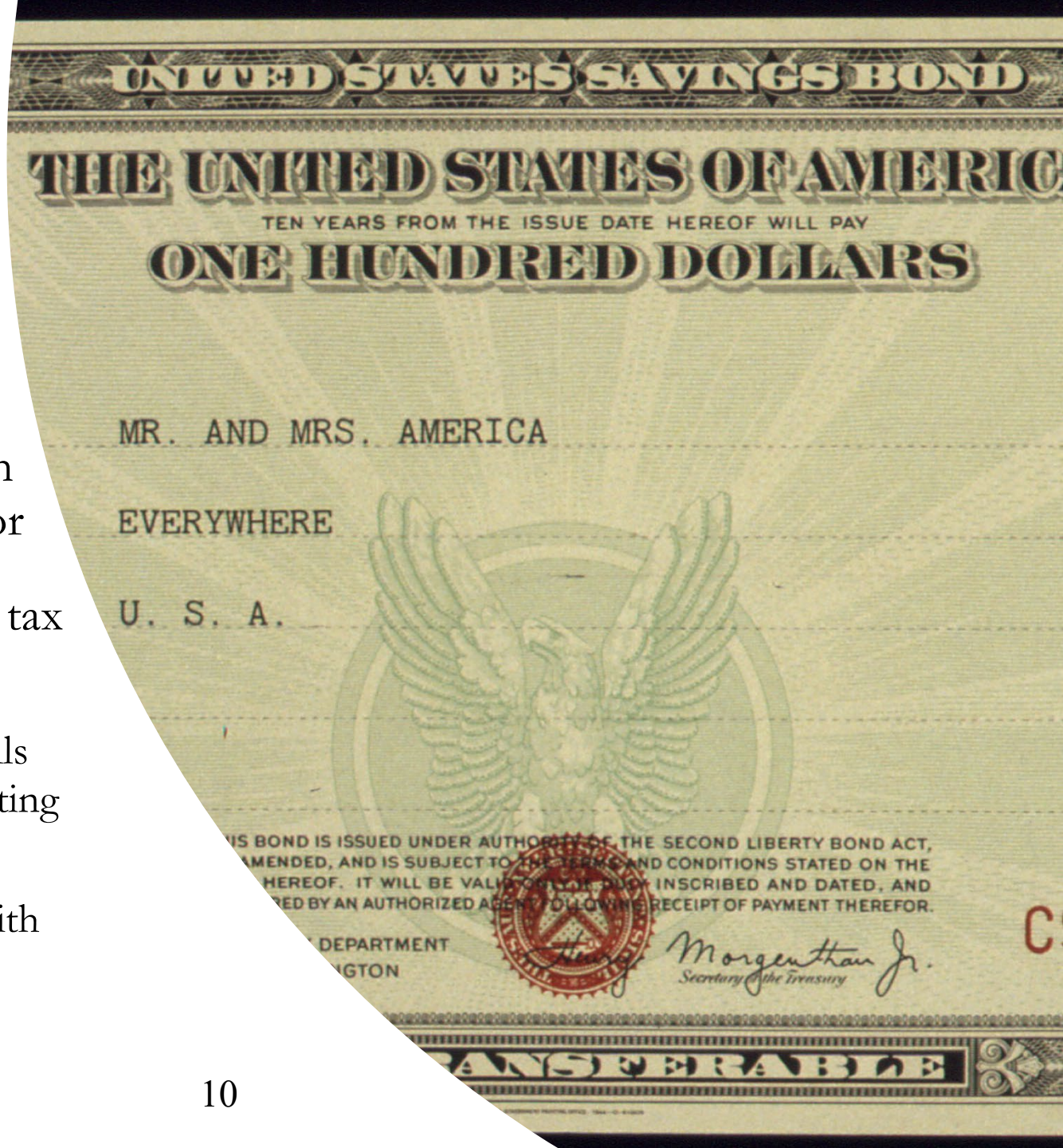
- Provo City and Noorda College had been working together for years to bring new medical school to the City
- Noorda purchased a portion of the East Bay Golf Course from the City to construct the campus, but infrastructure costs were very high ($37,500,000) because it was the site of a former landfill
- Provo City and Noorda worked together to form the Medical School Campus PID
- The PID was able to issue $42,754,000 in 30-year tax-exempt limited tax bonds

- PIDs may issue:
  - ✓ Special Assessment Bonds
  - ✓ General Obligation Bonds
  - ✓ Limited Tax Bonds
- In addition, TIF revenues may be pledged to repay PID Bonds

Bonds, PID Bonds

Limited Tax Bonds

- ✓ Fixed rate bonds, generally for 30-year term
- ✓ Not subject to a fair market value ratio prior to issuance
- ✓ Repaid from a limited ad valorem property tax
  - ✓ Tax payment pegged to taxable value of property
  - ✓ Statutorily, this rate may not to exceed 15 mills
  - ✓ A lower limit may be established by the Creating Entity in the Governing Document or in the bond documents
  - ✓ New revenue source, no need to negotiate with school district, RDA, etc.



Limited Tax Bonds, *continued*

- In the event the proceeds of the limited tax are insufficient to meet annual debt service as it comes due:
  - ✓ Not an event of default
  - ✓ Bondholder has no statutory remedy to require additional taxes or fees of the PID
  - ✓ No statutory recourse to the property or the property owner
- Because of these unique features, the statute limits sale of limited tax bonds to qualified institutional buyers or to be sold in denominations of $500,000

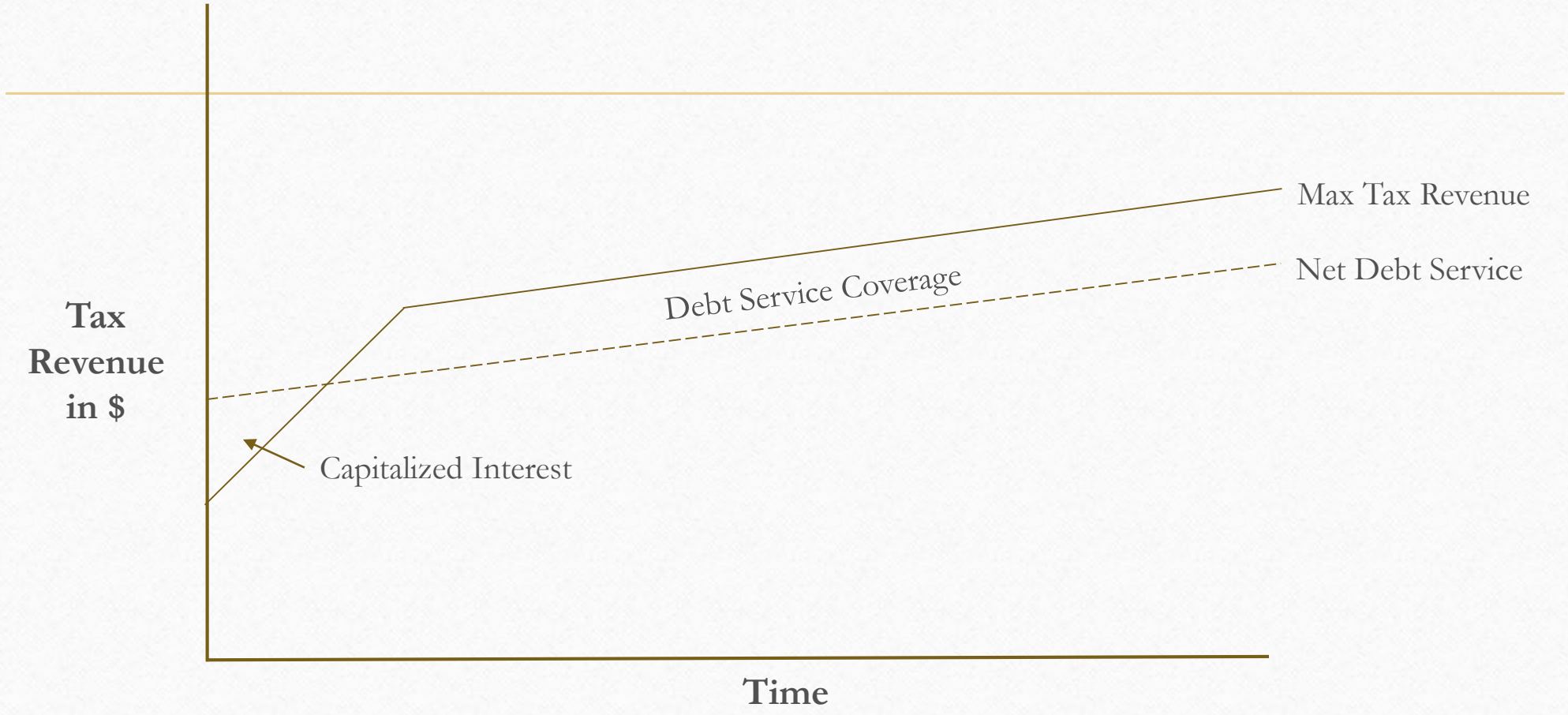
Sample Property Tax Mill Levy – 12.5 Mill Base

The property tax calculation for a residential owner is:
Market Value x Taxable Value (@55%, primary home exemption) x Mill Rate (1/1,000th) = Annual Taxes

Generally, property taxes are deductible from federal income taxes.

Mill Rate	Market Value	Taxable Value with primary home exemption	Mill Rate	Annual Taxes
Base Overlapping Mills	$400,000	$220,000	12.5	$2,750
+ 7 PID mills	$400,000	$220,000	19.5	$4,290
+ 10 PID mills	$400,000	$220,000	22.5	$4,950
+ 15 PID mills	$400,000	$220,000	27.5	$6,050

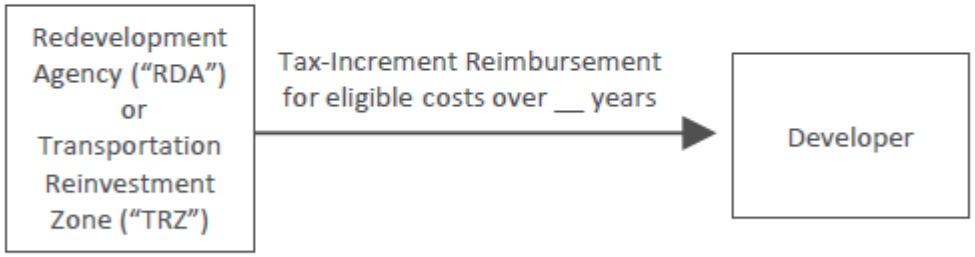
Limited Tax Bonds – Debt Service Coverage



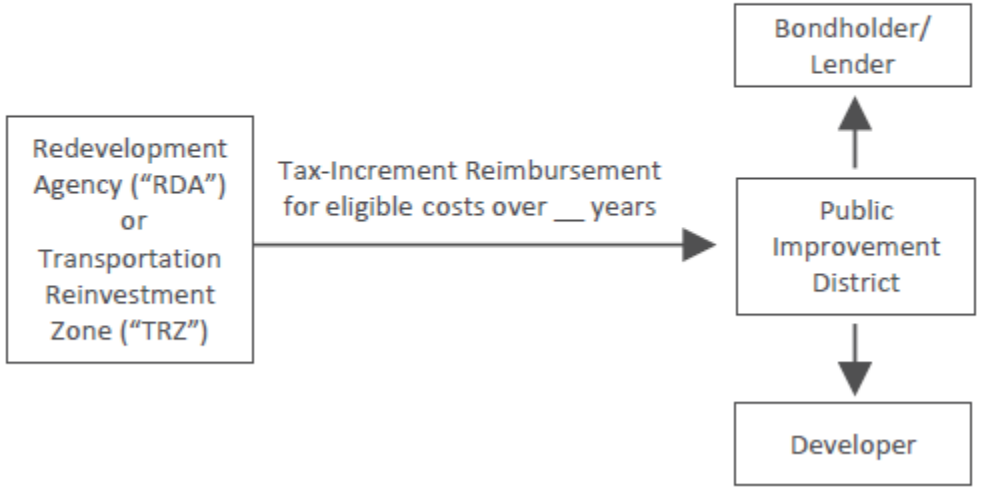
PID Interaction with Tax Increment Finance

- PIDs can act as the counterparty to RDA revenues, thereby creating a tax-exempt borrower to capitalize the increment without having 3rd party debt on RDA balance sheet
- PIDs bring additional revenues to the project from benefitted property owners whereas TIF involves reallocating tax revenue from other entities

Current/Traditional Plan



Public Infrastructure District involvement in Tax-Increment Finance



Considerations for the Creating Entity in Drafting the Governing Document

- The statute only establishes the outer limits of what a PID can do, greater limitations or requirements may be imposed by the Creating Entity
- Engage bond counsel to ensure proper legal and tax analysis over negotiations to ensure:
  - ✓ eligibility for tax-exempt financing
  - ✓ that the PID will constitute a "separate political subdivision" for tax purposes
- Creating Entity will want to adopt standard policies for evaluating all PID requests in light of its objectives

Considerations for the Creating Entity in Drafting the Governing Document, *continued*

- Consider what types of infrastructure the Creating Entity wants to allow the PID to finance
- Establish a mill rate limit appropriate to accomplish financing of approved improvements
- Establish Standards for:
  - ✓ Any general obligation bonding
  - ✓ Procurement
  - ✓ Transition to elected Board
  - ✓ PID lifespan and dissolution
  - ✓ Notice to future property owners

Questions?

THANK YOU

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LEADERS IN

INFRASTRUCTURE

FINANCE

D.A. DAVIDSON & CO.
SPECIAL DISTRICT GROUP

D|A DAVIDSON

FROM BLUEPRINT TO BOTTOM LINE

INTRO TO PUBLIC INFRASTRUCTURE DISTRICT (PID) FINANCING

D|A DAVIDSON
FIXED INCOME CAPITAL MARKETS

CONTENTS OVERVIEW

SECTION 1: OVERVIEW OF PIDs

SECTION 2: CASE STUDIES

SECTION 1

OVERVIEW OF PIDs

WHAT IS A PUBLIC INFRASTRUCTURE DISTRICT (PID)?

DEFINITION:

- A PID is a quasi-governmental entity with the power to impose taxes, assessments, or fees on future users of infrastructure to repay debt issued to finance that infrastructure

- PIDs are economic development tools that can be used by local governments and property owners to assist in creating first-class development projects that bring long-term benefits to the community

- PID financing can only be used for public infrastructure, such as:

  - Streets improvements
  - Traffic and safety controls
  - Water improvements
  - Sanitation improvements
  - Storm water drainage improvements
  - Parks and recreation improvements
  - Other civic amenities

WHAT IS A PUBLIC INFRASTRUCTURE DISTRICT (PID)?

FORMATION AND GOVERNANCE:

- PIDs were authorized by the enactment of Utah S.B. 228 in 2019
- PIDs are governed by a Board with members initially appointed by the municipality with such members being landowners or designated representatives of land owners. The appointed Board then transitions to an elected board after new electors reside or own property in the PID
- The formation process for a new PID requires the approval of a Governing Document by the municipality in which the PID is located
- Governing Document policy considerations:
  - Establish policy and procedures for PID approval
  - Limited debt service mill levy cap (up to 15 mills)
  - Establish maximum principal amount of bonds/debt which may be issued by the PID
  - Property Tax Imposition terms
  - Establish reporting requirements

WHAT IS A PUBLIC INFRASTRUCTURE DISTRICT (PID)?

FUNCTION & PURPOSE:

- Fund New Growth Without Impacting the Municipality Balance Sheet – PIDs were created as a financing mechanism to fund public infrastructure to entice needed development growth without impacting the municipality's balance sheet.
- Finance Better Infrastructure – Efficiently financing infrastructure enables the Developer to construct infrastructure above and beyond the standard requirements, which in turn enhances the community feel through better softscapes, larger roads & sidewalks, parks and trails, and much more.
- Optimize Development – Developer does not need to wait to collect revenue from selling developed land in order to put in additional infrastructure. Instead, they are able to build enhanced infrastructure upfront, which prevents fragmented construction improvements negatively impacting the community as future growth and development occurs.
- Solution to Municipality's Infrastructure Needs – PIDs serve as self-financing economic development tools that allow Municipalities to efficiently address public infrastructure challenges or shortfalls without impacting their balance sheet.
- Growth Pays for Growth – As opposed to the municipality imposing an increased tax on all residents, the main users of the infrastructure pay for it.

PID TYPES: **LIMITED TAX BONDS**

PIDs are an economic development tool that can be used by local governments and property owners to assist in creating first-class development projects that bring long-term benefits to the community.

KEY FEATURES

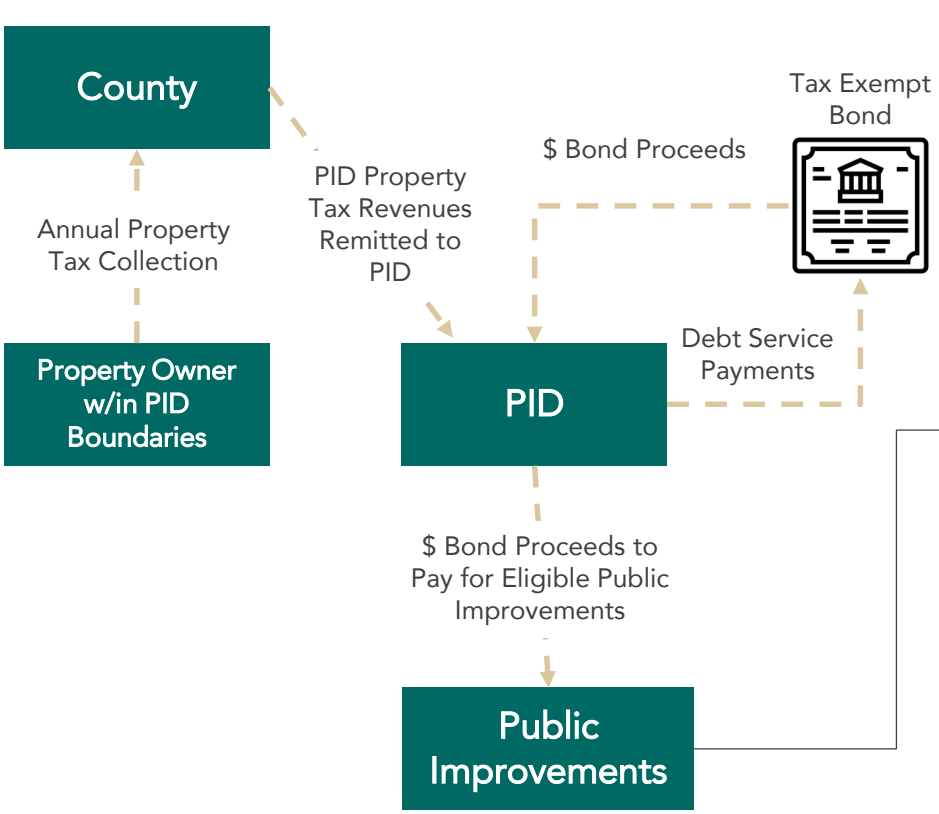
- A PID Limited Tax Bond is a local government financing tool which imposes an additional property tax levy on future users of infrastructure to repay debt issued to finance that infrastructure
- Limited to a max mill rate adopted in a governing document by the creating entity (e.g. city, county), and can remain outstanding for a max of 40 years
- Bondholders take the risk of a slowdown or change to the project's development plans

NON-RECOURSE

- In the event the project revenues are insufficient to meet debt service payments, the bondholder has no statutory remedy to require additional taxes or fees, nor statutory recourse to the property or its owners
- As with any property tax, if property owners have delinquent taxes for 5 years, the County Treasurer has the power to foreclose on and cause a sale of the property
- Payment for these bonds are not secured by a deed of trust, mortgage or other lien on the property within the Development or the assets of the district other than the lien on the pledged revenue

PID TYPES: **LIMITED TAX BONDS**

Similar to other taxing entities, the County collects and remits the associated tax collections to the PID. The PID then uses those tax proceeds to pay debt service on the bonds.



Amenities PIDs Traditionally Fund

- Street improvements
- Traffic and safety controls
- Water Improvements
- Sanitation Improvements
- Storm water drainage improvements
- Parks, trails, and recreation improvements

Additional Amenities PIDs Can Fund

- Public safety buildings (e.g., fire station)
- Bypass roads/highway interchanges
- Community recreation centers
- Enhanced eco-friendly systems

**Note: Possible amenities may vary depending on the proceeds the bond generates in addition to the goals, priorities, and negotiated terms of the project. Bond proceeds, interest rates, etc. may also vary by structure and available pledged revenues*

PID TYPES: **SPECIAL ASSESSMENT BONDS**

Special Assessment Bonds generally produce more proceeds when the underlying value of the lots within the district are of high value.

KEY FEATURES

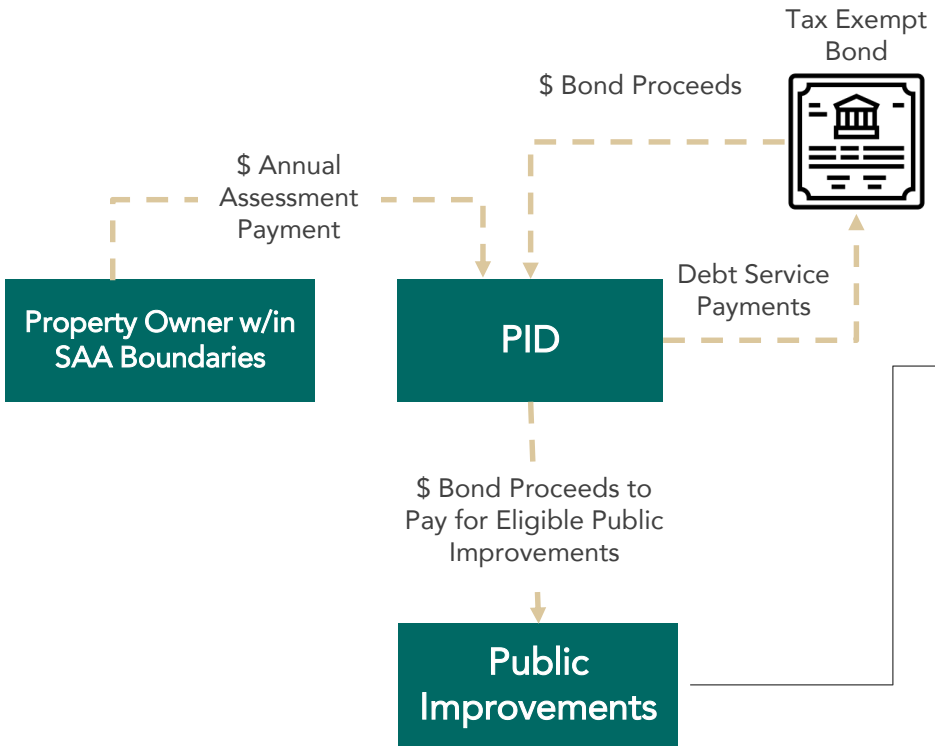
- PID Special Assessment Bonds are repaid by annual assessment collections, which are calculated based on the relative benefit of the financed improvements to each parcel in an assessment area
- The maximum bond amount is limited to no more than 33% of the appraised value of the assessed property on a finished lot basis
- Max 20 year maturity
- In Utah, special assessment bonds have been typically structured to be pre-paid by the developer upon lot sale

1ST LIEN RECOURSE

- A special assessment represents a statutory lien on the benefited land ahead of any private lien or mortgage
- Like other governmental assessments, failure to pay the annual assessment on a parcel can result in foreclosure by bondholders

PID TYPES: **SPECIAL ASSESSMENT BONDS**

Under a special assessment bond structure, the annual assessment revenues are administered and collected by the PID, and are then used to make debt service payments on the bonds.



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Utah PIDs Formed to Date

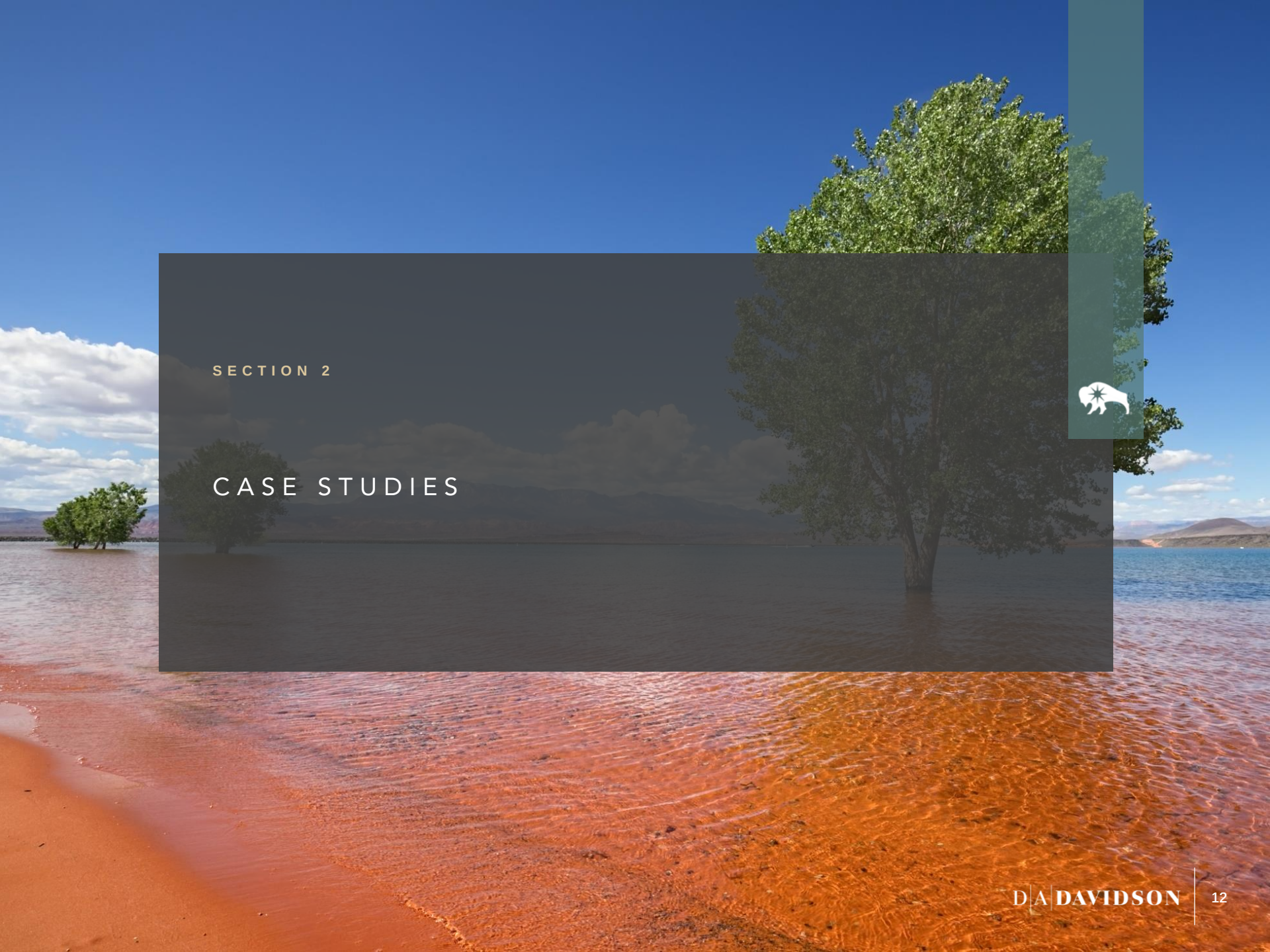
PID(s) Name	Location	PID(s) Name	Location
Medical School Campus PID	Provo	Sand Hollow Mesa PID No. 1	Hurricane
Red Bridge PID No. 1	Payson	Sand Hollow Mesa PID No. 1	Hurricane
Red Bridge PID No. 2	Payson	Sand Hollow Mesa PID No. 1	Hurricane
Red Bridge PID No. 3	Payson	Bench Lake PID	Hurricane
ROAM PID No. 1	Morgan County	Downtown East Streetcar Sewer PID	South Salt Lake
ROAM PID No. 2	Morgan County	MIDA Mountain Village PID*	Wasatch County
Black Desert PID	Ivins	MIDA Golf and Equestrian Center PID*	Wasatch County
Coral Junction PID No. 1	Hurricane	Wasatch Peaks Ranch PID No. 1	Morgan County
Gateway at Sand Hollow PID No. 1	Hurricane	Utah Inland Port Authority Crossroads PID*	Utah Inland Port
Gateway at Sand Hollow PID No. 2	Hurricane	The Lake View Business Park PID	Grantsville
Gateway at Sand Hollow PID No. 3	Hurricane	Jordanelle Ridge PID No. 1	Heber City
Pine View PID No. 1	Toquerville	Jordanelle Ridge PID No. 2	Heber City
Pine View PID No. 2	Toquerville	Jordanelle Ridge PID No. 3	Heber City
Pine View PID No. 3	Toquerville	Jordanelle Ridge PID No. 4	Heber City
Pine View PID No. 4	Toquerville	Jordanelle Ridge PID No. 5	Heber City
Pine View PID No. 5	Toquerville	Presidents Park PID	Grantsville
Pine View PID No. 6	Toquerville		
Jepson Canyon PID No. 1	Apple Valley		
Jepson Canyon PID No. 2	Apple Valley		
Jepson Canyon PID No. 3	Apple Valley		
Olympia PID No. 1	Herriman		
Olympia PID No. 2	Herriman		
Olympia PID No. 3	Herriman		
Olympia PID No. 4	Herriman		
Olympia PID No. 5	Herriman		
Olympia PID No. 6	Herriman		
Olympia PID No. 7	Herriman		

Total Number of PIDs in Utah:	**43**

*The Military Installation Development Authority and the Utah Inland Port Authority have legal authority to form PIDs; PID approval not subject to City or County action

Key Observations

- Since the passage of the PID Act in 2019, 43 PIDs have been created across the State of Utah to finance various development projects
- Municipalities are utilizing PIDs to incentivize wanted communities and provide solutions for needed infrastructure
- PIDs continue to gain traction as more Municipalities determine their appropriate use in addressing unique infrastructure needs



SECTION 2

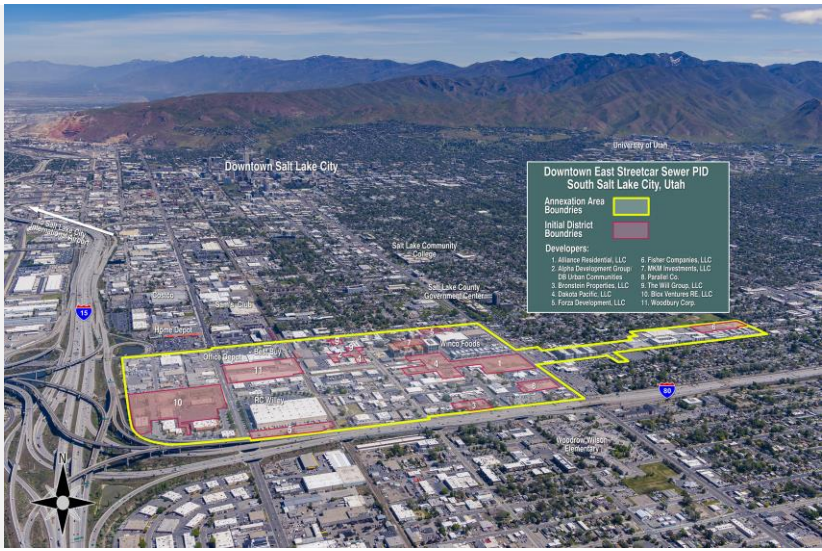
CASE STUDIES

CASE STUDY:
DOWNTOWN EAST STREETCAR SEWER PID

COMMUNITY:	East Streetcar Neighborhood
SITE:	City of South Salt Lake

USES: (approx)	- 3,522 multifamily housing units
	- 337,779 ft.^{2} commercial
	  - 32,779 ft.^{2} ground-floor retail
	  - 193,000 ft.^{2} office building
	  - 112,000 ft.^{2} storage space

FEATURES:	Provided financing for improvements to the City's main wastewater lift station and upsizing existing City sewer lines



KEY TAKEAWAYS

- Provided solution to capacity expansion challenges faced by the City seeking to improve and redevelop segments of the City of South Salt Lake
- No impact to City's balance sheet and no recourse to the City

ANTICIPATED BOND STRUCTURE

- Non-rated senior bond and subordinate bond
- Sized to 1.30x (Senior) and 1.00x (Sub) coverage ratio
- Exemplifies an ultra-efficient way to finance public infrastructure costs

CASE STUDY: MEDICAL SCHOOL CAMPUS PID

COMMUNITY:	Rocky Mountain University of Health Professions
SITE:	Provo
USES: (approx)	Private Medical School - Academic Building - Student Center - Research/Surgical Research Building - Office Building Student Housing - 685 Student/Multifamily Units - 2 Parking Structures

KEY TAKEAWAYS

- Proceeds used for the remediation of soil, groundwater, and gas contamination resulting from the land's prior use as a landfill and other public infrastructure expenses
- Financing jumpstarted the development of a needed medical school in the City of Provo that will help tackle an ongoing shortage of physicians in the State of Utah
- No impact to the City's balance sheet and no recourse to the City

TAX EXEMPT BOND STRUCTURE

- Non-rated senior bond and subordinate bond
- Sized to 1.30x (Senior) and 1.00x (Sub) coverage ratio
- The 2051 maturity priced to yield 5.50%, exemplifies an ultra-efficient way to finance public infrastructure costs

CASE STUDY: RED BRIDGE PID NOS. 1-2

COMMUNITY:	Red Bridge Station
SITE:	Payson City
USES: (approx)	- 1,212 residential units - 157,200 ft^2 commercial - 100,000 ft^2 industrial - 150,613 ft^2 manufacturing
FEATURES:	25 acres of open space, future MTEC campus, and future UTA station

KEY TAKEAWAYS

- Provided solution to water and sewer challenges on the west side of Payson
- City gained a transit-oriented, master-planned development which will increase access to the region through the construction of commuter rail and bus rapid transit stations
- No impact to the City's balance sheet and no recourse to the City

TAX EXEMPT BOND STRUCTURE

- Non-rated senior bond and subordinate bond
- Sized to 1.54x (Senior) and 1.00x (Sub) coverage ratio
- The 2051 maturity priced to yield 4.375%, exemplifies an ultra-efficient way to finance public infrastructure costs

CASE STUDY: GATEWAY AT SAND HOLLOW PID NO. 1

COMMUNITY:	Gateway at Sand Hollow
SITE:	Hurricane
USES: (approx)	- 3,217 residential units - 1,238 recreation resort condos - 690,000 ft^2 commercial
FEATURES:	Two City Parks, Recreational Resorts, RV Park, hotel, restaurants, gas stations, marine retail, boat and recreational vehicle storage; 8 mins from Sand Hollow State Park, 40 mins from Zion National Park

KEY TAKEAWAYS

- Used to fund public improvements connecting the development to existing infrastructure including roads, public utilities, parks, and storm water improvements
- Supplemented City's need to finance regional infrastructure to open the area up for further development
- Master-planned resort destination generates increased revenues for the City without impacting current residents
- No impact to the City's balance sheet and no recourse to the City

TAX EXEMPT BOND STRUCTURE

- Non-rated "cash flow" bonds
- Sized on 2% annual inflation; payable annually from pledged revenue on deposit to the Bond Fund
- The 2051 maturity priced to yield 5.50%, exemplifies an ultra-efficient way to maximize proceeds to finance public infrastructure costs

CASE STUDY: BLACK DESESRT PID

COMMUNITY:	Black Desert Resort at Entrada
SITE:	Ivins City
USES: (approx)	Hotel & Conference Center - 299 hotel condo units - 148 hotel rooms - 46,000 ft^2 restaurant & retail Residential Village - 751 condo units - 32 SFD Homes
FEATURES:	19-Hole Golf Course, desert boardwalk, pedestrian bridge

KEY TAKEAWAYS

- Used to fund underground parking structure that aligned with City's overall aesthetic goals and development vision
- City gains increased tax revenues from second home and resort communities
- Destination resort boosts local economy through increased tourism in the area
- No impact on City's balance sheet and no recourse to the City

TAX EXEMPT BOND STRUCTURE

- Non-rated senior bond and subordinate bond
- Sized to 1.75x (Senior) and 1.00x (Sub) coverage ratio
- The 2051 maturity priced to yield 3.85%, exemplifies an ultra-efficient way to finance public infrastructure costs

CASE STUDY: CORAL JUNCTION PID

COMMUNITY:	Coral Junction
SITE:	Hurricane City
USES: (approx)	- 63,545 sf in-line retail space - 12,710 sf drive-through retail space - 35,250 sf office space - 150-room full service hotel - 120-room extended stay hotel - 107-room limited service hotel - 171-pad RV Resort
FEATURES:	RV Resort planned to include amenities such as: resort pool, rock feature, outdoor kitchen pavilions, sports courts, clubhouse with group meeting space, fitness center, map room, and amphitheater.

KEY TAKEAWAYS

- Combination of limited tax and special assessment bonds used to finance much needed retail and commercial infrastructure off I-15 and State Route 9
- Proceeds used to fund improvements such as: grading, road, sewer, water, and power to support a commercial and recreational vehicle resort development
- Destination resort boosts local economy through increased tourism in the area
- No impact on City's balance sheet and no recourse to the City

TAX EXEMPT BOND STRUCTURE

- Non-rated limited tax (LT) and special assessment (SA) bonds
- Sized to 1.30x coverage on LT and 1.00x on SA
- 6:1 value-to-lien on special assessment bonds
- 2053 LT Maturity priced to yield 6.50%
- 2041 SA Maturity priced to yield 5.50%

D.A. DAVIDSON SPECIAL DISTRICT GROUP
THANK YOU

Ordinances related to Dog Boarding or Kenneling

- Definitions in General Ordinance

"Additional- Dog Household" means a residence that is allowed up to four dogs (including foster dogs) under the applicable license.

"Private Kennel" means any residential property where more than two dogs, or more than four dogs if the residence has an Additional-Dog Permit, or more than three cats, are raised, kept, or housed; or any residential premises wherein any person engages in the business of breeding, buying, letting for hire, training for a fee, or selling dogs or cats. A "private kennel" shall not include any residential property upon which a Community Cat program is in place in accordance with the provisions of the Utah Community Cat Act, and Community Cats shall be specifically excluded from the three cat limitation as stated herein.

"Public Kennel" means any commercial premises where any dogs or cats are raised, kept, housed, or boarded; or any commercial premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee or selling dogs or cats. A "public kennel" shall not include any commercial premises upon which a Community Cat program is in place in accordance with the provisions of the Utah Community Cat Act.

- Definitions in Land Use Ordinances

Kennel - Any premises where three (3) or more dogs or four (4) or more cats older than four (4) months old are kept.

Kennels, Private - Any kennel where three or more household pets are owned and kept by the owner on his/her private property.

Kennels, Public - Any kennel where household pets are boarded commercially.

- Chapter 17 Single Family Zone – Permitted and Conditional Use Chart

Section 17-2 Permitted and Conditional Uses

LAND USE CHART RESIDENTIAL	ZONES			
	R-20	R-15	R-10	R-8
Bed and breakfast	C	C	C	C
Cemetery	C	C	C	C
Child day care or nursery	C	C	C	C
Church	C	C	C	C
Golf course	C	C	C	C
Guest house	P	P	P	P
Home occupation – light[3]	P	P	P	P
Home occupation – heavy[4]	C	C	C	C
Horticulture and gardening[1]	P	P	P	P
Household pets	P	P	P	P
Park or playground	C	C	C	C
Public buildings	C	C	C	C
Public utilities, essential services	C	C	C	C
School	C	C	C	C
Shed / garage[2]	P	P	P	P
Single family dwelling unit	P	P	P	P
Two family dwellings	P	P	P	P

[1] For personal use

[2] Refer to Section 17-5-2

[3] Home Occupation, light does not include dangerous or objectionable objects. See definitions in Section 1-6 and additional regulations in Section 4-28.

[4] Home Occupation, heavy potentially includes dangerous or objectionable objects. See definitions in Section 1-6 and additional regulations in Section 4-28.

- Chapter 16 Agriculture and Rural Residential Zones – Permitted and Conditional Use Chart

LAND USES AGRICULTURAL / RURAL RESIDENTIAL	ZONES	
	RA	RR-1
Accessory structures[1]	P	P
Agricultural products retail sales	P	-
Bed and Breakfast[8]	P	P
Church	C	C
Guest house	P	P
Home Occupation - light[6]	P	P
Home Occupation - heavy[7]	C	C
Household pets	P	P
Manufactured / modular home	P	P
Nursery or greenhouse including retail sales[2]	P	P
Park or playground	P	P
Poultry coops for public food production	C	-
Private kennels[5]	C	C
Private stable, corral, chicken coop or pen[3]	P	P
Public buildings	P	P
Public riding stables	C	-
Public utilities	P	P
Raising crops, horticulture, gardening[4]	P	P
Stabling of livestock	P	-
Single family dwelling unit	P	P
School	P	P
Zip Lines	C	-

[1] Refer to Section 16-5-2
[2] This excludes any building or structure used for retail, separate from the greenhouse growing facility.
[3] Animals and fowl for recreation or for family food production for the primary use of persons residing on the premises.
[4] Tilling of the soil, the raising of crops, horticulture, and gardening for personal use.
[5] A Private Kennel Permit may be approved in the R-R-1 (Rural Residential Zone) (a) if the parcel is two acres or larger; and (b) if adjacent to no less than one (1) two-acre parcel; and (c) meets all city regulations, ordinances and conditions as part of the approval.
[6] Home Occupation, light does not include dangerous or objectionable objects. See definitions in Section 1-6 and additional regulations in Section 4-28.
[7] Home Occupation, heavy potentially includes dangerous or objectionable objects.
See definitions in Section 1-6 and additional regulations in Section 4-28.
[8] Regulations in Section 4-22 shall apply to all Bed and Breakfast establishments

- General Ordinances Section 13 – Police and Public Offenses

Section 13-200.02.170 Allowable Number of Dogs

A. Except as otherwise provided in this Section, no more than two (2) dogs which are three (3) months of age or older shall be kept at any property at any time.

B. Additional—Dog Households, public and private kennels, or any similar facilities that keep more animals than allowed by this section, are permitted within the City and exempt from this section only if licensed by the City and lawfully located pursuant to City Zoning Regulations.

C. Additional-Dog-Household Permit:

1. A person may receive an Additional-Dog-Household Permit by meeting the following requirements:

a) All dogs within the household must meet the licensing requirements of Section 13-200.02.010;

b) All dogs within the household must be spayed or neutered;

c) The residence must have a fully fenced yard of at least 450 square feet capable of containing all dogs;

d) Dogs may not be chained or tethered to a fixed location outdoors at anytime; and

e) An applicant must submit an application provided by the City agreeing to the terms of this provision, and must include as part of the application images of the required fence and fenced property.

f) If the applicant does not own the property, the property owner must co-sign the application.

2. Additional -Dog -Household Permits will be revoked for any of the following reasons:

a) Two convictions within 12 months under Section 13-200.01.060 for excessive noise;

b) Two convictions within 12 months under Section 13-200.01.070 for animals at large;

c) One conviction under Section 13-200.01.050 for cruelty to animals;

d) One conviction under Section 13-200.01.020 for failure to maintain premises in a neat and sanitary condition;

e) One conviction for other serious dog-related offenses (greater than a Class C misdemeanor); or

f) Failure to maintain the requirements of this section

3. Additional- Dog- Household Permits are not transferable between applicants nor properties.

Section 13-200.04 Kennels

Section 13-200.04.020 Permit Required

A. Permit required. No person may operate or maintain a kennel without first obtaining a permit from Kanab City.

B. Application. All applications for permits to operate or maintain a kennel shall be submitted in writing upon printed forms provided for

such purposes by the City. The application shall first be referred to the City animal control officer. Upon approval, the City shall issue the permit upon payment of the fee herein provided.

C. Before the permit can be issued the following conditions concerning the location of the kennel must be met.

1. A private kennel shall be located in a Residential Agricultural (RA) District, with a conditional use permit and shall not exceed more than three (3) dogs per acre. The location where the dogs or cats are kept, raised, or housed must be 200 feet away from any neighboring house, and must be 150 feet from any road.

2. A public kennel shall be located in a permitted commercial district, with a conditional use permit.

D. The following minimum standards shall be complied with to obtain and maintain a kennel permit.

1. Enclosure must be provided which shall allow adequate protection against weather extremes. Floors of buildings, runs and walls shall be of an appropriate material as required by the specific breed of animal and also to permit proper cleaning and disinfecting.

2. Adequate ventilation shall be maintained and an appropriate temperature provided as required by the specific breed of animal housed therein.

3. Each animal shall have sufficient space to stand up, lie down and turn around without touching the sides or tops of cages.

4. Runs shall provide an adequate exercise area and protection from the weather.

5. All animal quarters and runs are to be kept clean, dry and in a sanitary condition.

6. The food shall be free of contamination, palatable and of sufficient nutritive value as to meet the normal daily requirements for the condition and size of the animal.

7. Fresh water is to be available at all times. Water vessels shall be mounted or secured in a manner that prevents tipping and be of the removable type.

E. Holders of existing kennel permits which do not meet the distance requirements required in this Section shall be exempt from the distance requirements for their existing animals. As animals die, are sold, given away, or are otherwise removed from the property, they may not be replaced unless all of the conditions of this Section are met. The City shall have the power to revoke the kennel permit in the event that the permit holder is convicted of any other violation of the provisions of this title.

Section 13-200.04.030 Fees

Any person conducting, operating or maintaining a kennel shall pay to the City for the privilege of conducting, operating, or maintaining such kennel an annual permit fee, which shall be in an amount established by City Council resolution.

Section 13-200.04.050 Inspection

It shall be the duty of the animal control officer or police officer to periodically inspect all registered kennels, to see that the provisions of this Section pertaining to the sanitation and care of such places are being observed.

Section 13-200.04. 060 Definitions - Exception for Puppies-Kittens

A. Kennel as defined in §13-200.01.010 shall be applicable to this Section.

B. This Section shall not apply to the birth of puppies or kittens in a situation which is not an intentional commercial breeding business so long as the total number of dogs or cats is reduced to the allowable number per the definition of Kennel.