

Mayor
Colten Johnson
City Council
Arlon Chamberlain
Steven Shrope
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 **10th day of February 2026**, 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 – January 20, 2026
 - B) Approval of Accounts Payable Vouchers
Accounts Payable January 22, 2026 \$759,177.00
Accounts Payable January 27, 2026 \$5,589.62
Accounts Payable February 4, 2026 \$99,592.62
- 4) BOARD COMMISSION, COMMITTEE APPOINTMENTS:**
No matters for consideration
- 5) PRESENTATIONS:**
 - A) Presentation from Kane County Center for the Arts: Update on Property Hold Agreement for Former Electric Plant Property.

– A Western Classic –

6) PUBLIC HEARING ITEMS: None at this time.

7) ACTION ITEMS READY FOR VOTE:

- A) Discussion of Proposed Amendments to Chapter 9 – Business Licenses to Update Special Event Regulations and Allow For-Profit Special Events
- B) Approval of Municipal Advisory Services Agreement with Zions Public Finance, Inc.
- C) Discussion and Consideration of Billing and Collection Agreement with Western Kane County Special Service District for Solid Waste and Communications Services

8) ITEMS FOR DISCUSSION:

- A) Presentation of the Fiscal Year 2026 Second Quarter Financial Report
- B) Review of Draft Personnel Policy (Anticipated for Consideration at the March Meeting)
- C) Update on State of Utah Rural Economic Blueprint Program Grant and Upcoming Planning Process

9) REVIEW AND DISCUSSION OF THE MARCH 10, 2026 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
January 20th, 2026
Kanab City Offices
26 North 100 East
6:30 PM

Work Meeting

1. Mayor and Council Business – Liaison Reports

Councilmember Chamberlain – Nothing to report.

Councilmember Banks – Absent

Councilmember Corry – Absent

Mayor Johnson – Girls Basketball has started. Softball and baseball will begin soon. The rec center continues to make progress.

Councilmember Heaton – The Police Department is making repairs to their building. The Fire Department is in the hiring process for a current opening in their department.

Councilmember Shrope – Nothing to report.

City Staff Business – Mr. Ludwig explained that Emily Bentley with the Museum is doing a love note campaign. This is an opportunity for community members to share why they love Kanab and to spread positivity. He further explained the process of submitting love notes to Kanab.

Business Meeting

Call to Order and Roll Call – Mayor Johnson called the meeting to order. Councilmember Shrope offered the invocation. Councilmember Chamberlain led the pledge of allegiance.

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

Not in attendance – Councilmember Corry and Councilmember Banks

1. Public Comment Period – None at this time.

2. Consent Items: (Consent contain routine, non-controversial items that require City Council action but need little or no City Council deliberation).

- 39 a. **Approval of City Council Minutes:**
40 **Regular City Council Meeting – December 16th, 2025**

- 41
42 b. **Approval of Accounts Payable Vouchers**
43 **Accounts Payable December 16, 2025 \$245,671.63**
44 **Accounts Payable December 23, 2025 \$432, 993.26**
45 **Accounts Payable January 6, 2026 \$55, 646.15**
46

47 Councilmember Heaton made a motion to approve the consent items as listed in the packet.
48 Councilmember Chamberlain seconds, unanimous vote. Motion passed.
49

50 **3. BOARD COMMISSION, COMMITTEE APPOINTMENTS:**
51

- 52 a. **Planning Commission – Andy Hill – 4 Years**

53 Councilmember Chamberlain made a motion to approve the appointment of Andy Hill to
54 Planning Commission for a 4 year term. Councilmember Chamberlain seconds, unanimous
55 vote. Motion passed.
56

57 **4. PRESENTATIONS:**
58

- 59 a. **Recognition of Public Service – Mr. Ludwig and Mayor recognized Councilmember**
60 **Colson for his years of service on City Council.**
61

- 62 b. **Administration of Oath of Office to newly elected Mayor and Councilmembers.**

- 63 i. **Colten Johnson – Mayor**
64 ii. **Chris Heaton – City Council**
65 iii. **Steven Shrope – City Council**
66

67 **5. PUBLIC HEARING ITEMS: None at this time.**
68

69 **6. ACTION ITEMS READY FOR VOTE:**
70

- 71 a. **Election of a Mayor Pro Tempore.**

72 Mr. Ludwig stated that in accordance with Kanab City's historical practice and state law, the City Council
73 selects a Mayor Pro Tem at the beginning of each calendar year. The Mayor Pro Tem presides over
74 meetings and fulfills the Mayor's duties in the event of the Mayor's absence, disability, or refusal to act,
75 as authorized under Utah Code §10-3b-302. On January 14, 2025, Council Member Chris Heaton was
76 elected to serve as Mayor Pro Tem.

77 The process for electing a Mayor Pro Tem is guided by statute and local tradition. Any sitting Council
78 Member may be nominated by a fellow Council Member. Once a nomination is seconded, a vote may be
79 held. A simple majority of the quorum is sufficient to confirm the appointment.
80

Councilmember Chamberlain made a motion to approve the appointment of Councilmember Heaton as Mayor Pro-Tem. Councilmember Shrope seconds, unanimous vote. Motion Passed.

b. Award of FY 2026 Airport Pavement Maintenance Project

Mr. Ludwig stated that Kanab City, in coordination with UDOT Aeronautics, solicited bids for the FY 2026 Pavement Maintenance Project at Kanab Municipal Airport (UDOT Project No. 269941). The project includes mobilization, routed and resealed crack sealing, emulsified asphalt seal coating, and pavement markings. The bid process was publicly advertised on November 27 and December 4, 2025, in the Southern Utah News and through Quest CDN. Nine contractors requested bid documents, and five submitted proposals. Bids were opened on December 18, 2025, at the Kanab City Offices.

Woolpert, the City's engineering consultant, reviewed and tabulated the bids and determined that Straight Stripe Painting, Inc. submitted the lowest responsive and responsible bid at \$180,490.00. Woolpert confirmed that Straight Stripe Painting, Inc. met all bid requirements and demonstrated appropriate qualifications and financial responsibility. UDOT Aeronautics has issued a formal concurrence of award acknowledging the bid and supporting the City's recommendation. UDOT has also outlined next steps, including submission of the executed contract, Notice to proceed, and coordination of a preconstruction meeting. UDOT funding participation is contingent upon adherence to approved plans and specifications.

Councilmember Heaton made a motion to award the FY 2026 Airport Pavement Maintenance Project to Straight Line Painting, Inc. in the amount of \$180,490.00, subject to UDOT Aeronautics concurrence and contract execution, and authorize staff to execute all necessary documents to complete the award and initiate the project. Councilmember Chamberlain seconds, unanimous vote. Motion passed.

c. Discussion and consideration of an ordinance amending Kanab City's General Ordinance Chapter 9 – Business Licenses. The purpose of the amendment is to update the regulations of special events and to allow for-profit events in city limits.

Mr. Ludwig stated that Kanab City has experienced increasing demand for both community-based and private special events. Historically, Section 9-06 of the Business Licenses and Regulations Ordinance permitted only nonprofit-sponsored events, with for-profit events reviewed on a case-by-case basis. This approach lacked clear standards and created inconsistencies in the permitting process. To address these issues, a comprehensive rewrite of Section 9-06 was proposed and presented at the City Council meeting on October 14, 2025. A public hearing was held during that meeting, where staff introduced a tiered permitting framework designed to improve clarity, consistency, and legal defensibility, while also encouraging public events within the city. During the public hearing, concerns were raised regarding the potential cost and insurance requirements for small-scale event organizers. Following Council discussion, a unanimous vote was taken to postpone further consideration of the ordinance.

The proposed update to the special events ordinance creates a more structured process for special event permitting. The ordinance introduces a tiered system based on the size and impact of events, with

smaller events subject to fewer requirements and larger events requiring more coordination and review. It clarifies definitions for different event types and outlines where and how events may be held within the city. The draft ordinance address insurance, neighborhood notification, fee waivers, enforcement, and appeals. Overall, the intent is to balance public access to spaces with the growing demand for organized events that support tourism, community engagement, and economic activity, while minimizing negative impacts on neighborhoods and city resources.

Council briefly discussed the amendments to the General Ordinance, Chapter 9 – Business Licenses. It was decided to further discuss the amendments at a future meeting when all councilmembers could be in attendance.

d. Authorize Staff to procure concrete curbing for Jacob Hamblin Park expansion project.

Mr. Ludwig stated Kanab City is continuing construction of the Jacob Hamblin Park Expansion. To date, the City has invested approximately \$354,000 in project costs, which include grading (\$120,000), water/stormwater infrastructure (\$120,000), and irrigation installation (\$40,000), and payments to Garkane Energy for power line relocation (\$74,000). This total does not include significant in-kind labor contributions from both Garkane Energy and City staff. City crews have acted as general contractor for the project and have self-performed much of the work to control costs and maintain flexibility in scheduling. With grading and irrigation substantially complete, the project is ready to move into the next construction phase.

The next major construction step is the installation of concrete curbing, which will define parking areas, roadways, and pedestrian features within the park. Due to the specialized nature of this work, staff recommends contracting this portion of the project through a competitive bidding process and is requesting authorization to solicit bids and proceed with awarding the contract to the lowest responsive and responsible bidder. City staff is working to trench and install conduit to support Garkane Energy's electrical improvements around the park perimeter. Additional project elements will follow in sequence, including hydro seeding anticipated in March or April (\$25,000), and asphalt paving planned for later in the spring once curbing and underground work are complete. Authorizing staff to both seek bids and award the low bid will allow the project to proceed without delay and maintain momentum into the spring construction season.

Project costs are included within the approved capital budget for the Jacob Hamblin Park Expansion. Expenditures to date and anticipated upcoming costs remain consistent with the overall project funding plan. Staff will continue to leverage in-house labor where feasible to reduce total project cost.

Councilmember Heaton made a motion to authorize staff to solicit bids for concrete curbing associated with the Jacob Hamblin Park expansion and to authorize staff to award to the lowest responsive bidder, provided the bid is within the approved project budget. Councilmember Shrope seconds, unanimous vote. Motion Passed.

165 **e. Declaration of Surplus Equipment and Authorization of Sealed Bid Sale.**

166 Mr. Ludwig stated that as part of the City's ongoing fleet and equipment management efforts, staff has
167 identified a list of vehicles and machinery that are no longer in operational use or have exceeded their
168 service life. Some of the items have previously been declared surplus, while others are being formally
169 surpluses as part of this process. To ensure transparency and provide a public opportunity to purchase
170 these items, staff recommends holding a sealed bid sale. The equipment is currently located on the west
171 side of the Public Works site and has been staged for public inspection.

172 The following items are proposed for surplus and sale through a sealed bid process:

- 173 • 1986 Chevrolet
- 174 • 1970s Dodge
- 175 • 2000 Ford F-350
- 176 • 2001 Dodge
- 177 • 2006 Ford F-250
- 178 • 2008 Ford F-250
- 179 • 2009 Ford F-250
- 180 • Ambulance
- 181 • Chicago Pneumatic Compressor
- 182 • Ford Dump Truck
- 183 • Ford Explorer
- 184 • Ford Ranger
- 185 • Generator
- 186 • Pow-R-Mole
- 187 • Pump Motor
- 188 • Sewer Pipe
- 189 • Volvo
- 190 • Wacker Roller

191 Some of these items are non-functional or may require repair. Photos and minimal descriptions are
192 attached.

193 While the exact revenue will depend on the results of the sealed bids, the process is expected to
194 generate some revenue for the City, while eliminating costs associated with storage and maintenance of
195 unused equipment. Revenues received will be returned to their respective funds.

196
197 Councilmember Chamberlain made a motion to authorize staff to surplus property, to proceed with a
198 sealed bid process and approve the sale of surplus items to the highest responsible bidders, with the
199 City reserving the right to reject any and all bids as deemed in the City's best interest. Councilmember
200 Heaton seconds, unanimous vote. Motion passed.

207 **7. ITEMS FOR DISCUSSION:**

208
209 *Mayor Johnson called for a recess at 7:05pm.*

210 *Meeting resumed at 7:07pm*

211
212 **a. Discussion Regarding Zoning and Potential Addition of Tavern/Brewery as a**
213 **Commercial Use (Land Use Ordinance, Chapter 20).**

214 In April 2023, the Kanab City Council discussed potential amendments to Chapter 20 of the Land Use
215 Ordinance regarding commercial zoning uses, including alcohol-related establishments. At that time, the
216 Council expressed a preference against allowing taverns or alcohol-focused businesses without
217 accompanying food service and did not include taverns within the commercial zone uses. The City has
218 now received a request from community members seeking to establish a brewery tap house that would
219 serve alcohol without full food service. The applicants are requesting Council consideration of whether
220 such a use could be allowed under a new or amended zoning designation.

221 The applicant has submitted a basic proposal for a tavern-style tap house, where alcohol service would
222 be the primary activity. The establishment would not operate as a full-service restaurant or nightclub,
223 and while some limited food or snack options may be available, no full kitchen is proposed. The
224 intended location is 183 S 100 E, within Kanab's downtown core, in an area that supports walkability and
225 proximity to other local businesses. The applicants have described the concept as a calm, community-
226 focused gathering space intended to complement existing commercial activity. As taverns are currently
227 prohibited in all commercial zones under the City's Land Use Ordinance, any consideration of this
228 proposal would require direction from the City Council regarding potential zoning amendments or the
229 creation of a new use category. While any zoning amendment or new land use designation would
230 ultimately require review and recommendation by the Planning Commission, staff is bringing this item
231 to the City Council first for preliminary discussion, given that the Council previously reviewed and
232 expressly prohibited tavern uses as part of the 2023 amendments to Chapter 20.

233
234 Adam Young explained a plan for a tavern-style business that him and a group of others are considering.

235
236 Council discussed the potential amendments to Chapter 20 of the Land Use Ordinance in detail.

237
238
239 **b. Discussion of Future Right-of-Way Needs for Highway 89A Corridor.**

240 Mr. Ludwig stated that the Utah Department of Transportation (UDOT) is actively working to preserve
241 the future right-of-way (ROW) along US-89A, from Kanab to the Arizona state line. This preservation
242 effort is part of UDOT's long-range transportation planning and is intended to accommodate future
243 roadway and multi-modal improvements in a rapidly developing area. In December 2025,
244 representatives from UDOT Region 4 met with the Mayor and City staff to discuss the corridor and
245 review existing local development standards. While Kanab City currently maintains a setback on the east
246 side of US-89A, UDOT is requesting additional coordination to establish a defined corridor width and
247 protect the ROW from development until acquisition occurs.

UDOT has submitted a request for input on two proposed cross-section options for US-89A, with key design elements including: • A minimum 125-foot right-of-way for a five-lane section • Optional expansion to 150 feet if multi-modal facilities (shared-use path and sidewalk) are included on both sides

UDOT is requesting Kanab City's feedback on the following items: 1. Preferred total ROW width for long-term preservation (e.g., 125' vs. 150') 2. Which side of the corridor should accommodate the shared-use path 3. Drainage preference: urban curb & gutter or rural swale design

UDOT intends to conduct a corridor survey in the coming weeks and has committed to covering the cost of surveying and deed preparation for willing property owners through its corridor preservation program. A formal ordinance to preserve the right-of-way will be brought to the Planning Commission for review. The item was scheduled for the January meeting but will now be considered in February due to a meeting cancellation.

Council discussed the right of way needs along the Highway 89A corridor at length.

c. Introduction of Draft Personnel Policy for Review.

Mr. Ludwig stated that the City Attorney and Human Resources Manager, have undertaken a comprehensive update of the City's personnel policies. The draft policies are based on the Lexipol system, which provides model personnel policies grounded in current state and federal law. These serve as a uniform and legally sound foundation for municipal operations. The draft document incorporates redlined changes where City-specific provisions were added or existing Lexipol language was modified to reflect Kanab's practices, structure, and organizational needs. These changes are intended to enhance clarity, improve policy consistency, and ensure alignment with applicable law and internal procedures.

The updated draft Personnel Policy Manual includes chapters addressing recruitment, employee conduct, evaluation, disciplinary procedures, benefits, leave policies, grievance procedures, ant retaliation, and workplace safety, among other topics. This agenda item is intended to present the draft to the Council for initial review and discussion. No formal adoption is requested at this meeting. Council members are encouraged to review the policies thoroughly ahead of future formal action. Staff will continue to refine the draft based on Council input, and may bring a final version for consideration and approval at an upcoming meeting. Prior to the February Council meeting we will be seeking feedback from staff and the governing body to make final corrections. The Mayor may vote on this item when it comes forward for adoption, as the policies relate to mayoral roles and responsibilities under the City's structure.

d. Presentation of State-Required Fraud Risk Assessment Report.

Mr. Ludwig stated that in accordance with guidelines established by the Utah State Auditor's Office, Kanab City is required to complete and present a Fraud Risk Assessment annually to the City Council. This initiative is part of a statewide effort to promote transparency, strengthen internal controls, and reduce the risk of fraud in local government operations. The assessment evaluates a range of financial practices and policies, including internal controls, separation of duties, staff qualifications, formal training, and the presence of critical governance tools such as ethical behavior policies, procurement guidelines, and fraud reporting mechanisms.

Kanab City has completed the annual Fraud Risk Assessment using the form provided by the Utah State Auditor's Office. The assessment looks at how well the City follows best practices to prevent fraud, including having strong internal controls, clear policies, and proper oversight. While the City cannot fully separate all financial duties due to its size, it has added checks and balances to reduce risk. Overall, the assessment shows Kanab is taking steps to reduce fraud risk and operate in a transparent and responsible way.

e. Training on open meetings law and ethics.

Mr. Burggraaf stated that each year, Kanab City conducts training in compliance with the Utah State Auditor's recommendations and state statute. This training ensures that elected officials understand their obligations under the Utah Open and Public Meetings Act and the Municipal Officers' and Employees' Ethics Act. As part of this training, City Council members are also required to complete and submit an annual Conflict of Interest Disclosure Form, affirming their commitment to ethical conduct and transparency in decision-making. In addition to this training the Council is required to perform the Introductory Training for Municipal Officials for cities & towns through training.auditor.utah.gov within 4 years of term appointment/election.

The combination of in-person ethics training, the Conflict-of-Interest Disclosure Form, and the State-required online module helps ensure that elected officials are well-informed of their legal and ethical responsibilities. This structured approach reinforces compliance with state law, promotes transparency, and reduces the risk of conflicts of interest in municipal decision making. The State Auditor's online training ensures that all council members understand foundational principles of public governance and is required to be completed within four years of appointment or election. Together, these efforts support good governance, reduce liability exposure, and contribute positively to the City's standing in the annual Fraud Risk Assessment process.

Mr. Burggraaf presented two videos that explained the Utah Open and Public Meetings Act and the Municipal's Officers' and Employees' Ethics Act.

Councilmember Shrope made a motion to enter into closed session to discuss pending or reasonably imminent litigation. Councilmember Heaton seconds, unanimous vote.

Councilmember Shrope - Yes

Councilmember Heaton – Yes

Councilmember Corry – Absent

Councilmember Banks – Absent

Councilmember Chamberlain – Yes

Motion passed.

f. Strategy session relating to pending or reasonably imminent litigation.

This item was discussed prior to entering into closed session.

**9. REVIEW AND DISCUSSION OF THE FEBRUARY 9, 2025 CITY COUNCIL MEETING
AGENDA.**

Personnel Policy

Special Events

Q2 Financial Reports

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

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AMERIGAS PROPANE LP								
1080	AMERIGAS PROPANE LP	3185306363	PROPANE - HERITAGE MUSEU	01/05/2026	209.11	209.11	01/22/2026	
1080	AMERIGAS PROPANE LP	3185542363	PROPANE - HERITAGE MUSEU	01/08/2026	64.98	64.98	01/22/2026	
1080	AMERIGAS PROPANE LP	3185542364	PROPANE - CITY LIBRARY	01/08/2026	240.45	240.45	01/22/2026	
1080	AMERIGAS PROPANE LP	806392483	PROPANE - FIRE DEPT.	01/17/2026	973.76	973.76	01/22/2026	
Total AMERIGAS PROPANE LP:					1,488.30	1,488.30		
BADGER METER								
12904	BADGER METER	80221497	PARTS - WATER DEPT.	12/24/2025	1,700.79	1,700.79	01/22/2026	
Total BADGER METER:					1,700.79	1,700.79		
BANKCARD CENTER								
12144	BANKCARD CENTER	0126BRENN	BRENNAN JONES	01/01/2026	1,054.83	1,054.83	01/22/2026	
12144	BANKCARD CENTER	0126BRENN	CREDIT CARD EXPENSES	01/01/2026	1,327.61	1,327.61	01/22/2026	
12144	BANKCARD CENTER	0126BRENN	CREDIT CARD EXPENSES	01/01/2026	315.47	315.47	01/22/2026	
12144	BANKCARD CENTER	0126BRENN	CREDIT CARD EXPENSES	01/01/2026	101.85	101.85	01/22/2026	
12144	BANKCARD CENTER	0126BRETT	BRETT PIERSON	01/01/2026	1,140.56	1,140.56	01/22/2026	
12144	BANKCARD CENTER	0126DONNIE	DONNIE RIDDLE	01/01/2026	556.77	556.77	01/22/2026	
12144	BANKCARD CENTER	0126DONNIE	CREDIT CARD EXPENSES	01/01/2026	757.91	757.91	01/22/2026	
12144	BANKCARD CENTER	0126DONNIE	CREDIT CARD EXPENSES	01/01/2026	2,131.33	2,131.33	01/22/2026	
12144	BANKCARD CENTER	0126EMILY	EMILY BENTLEY	01/01/2026	775.54	775.54	01/22/2026	
12144	BANKCARD CENTER	0126EMILY	CREDIT CARD EXPENSES	01/01/2026	25.00	25.00	01/22/2026	
12144	BANKCARD CENTER	0126FIRE	FIRE DEPT	01/01/2026	263.91	263.91	01/22/2026	
12144	BANKCARD CENTER	0126JAKE	JAKE DUTTON	01/01/2026	6,658.41	6,658.41	01/22/2026	
12144	BANKCARD CENTER	0126JAKE	CREDIT CARD EXPENSES	01/01/2026	778.23	778.23	01/22/2026	
12144	BANKCARD CENTER	0126JAKE	CREDIT CARD EXPENSES	01/01/2026	971.40	971.40	01/22/2026	
12144	BANKCARD CENTER	0126JAKE	CREDIT CARD EXPENSES	01/01/2026	831.66	831.66	01/22/2026	
12144	BANKCARD CENTER	0126JAKE	CREDIT CARD EXPENSES	01/01/2026	273.00	273.00	01/22/2026	
12144	BANKCARD CENTER	0126JAKE	CREDIT CARD EXPENSES	01/01/2026	85.25	85.25	01/22/2026	
12144	BANKCARD CENTER	0126JANAE	JANAE CHATTERLEY	01/01/2026	8.55	8.55	01/22/2026	
12144	BANKCARD CENTER	0126JANAE	CREDIT CARD EXPENSES	01/01/2026	85.02	85.02	01/22/2026	
12144	BANKCARD CENTER	0126JANAE	CREDIT CARD EXPENSES	01/01/2026	595.66	595.66	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	KANAB CITY CORP	01/01/2026	9,012.35	9,012.35	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	1,140.53	1,140.53	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	16.78	16.78	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	3,199.98	3,199.98	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	579.21	579.21	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	276.87	276.87	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	1,761.01	1,761.01	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	90.28	90.28	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	431.99	431.99	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	112.49	112.49	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	94.02	94.02	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	48.21	48.21	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	94.02	94.02	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	96.66	96.66	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	360.33	360.33	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	224.97	224.97	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	782.11	782.11	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	261.67	261.67	01/22/2026	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	308.95	308.95	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	348.49	348.49	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	155.64	155.64	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	122.09	122.09	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	2.00	2.00	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	19.47	19.47	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	699.91	699.91	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	91.96	91.96	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	34.84	34.84	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	31.03	31.03	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	58.15	58.15	01/22/2026	
12144	BANKCARD CENTER	0126KANAB	CREDIT CARD EXPENSES	01/01/2026	9.99	9.99	01/22/2026	
12144	BANKCARD CENTER	0126KENT	KENT BURGGRAAF	01/01/2026	931.48	931.48	01/22/2026	
12144	BANKCARD CENTER	0126KENT	CREDIT CARD EXPENSES	01/01/2026	266.46	266.46	01/22/2026	
12144	BANKCARD CENTER	0126KYLER	KYLER LUDWIG	01/01/2026	988.64	988.64	01/22/2026	
12144	BANKCARD CENTER	0126KYLER	CREDIT CARD EXPENSES	01/01/2026	1,896.69	1,896.69	01/22/2026	
12144	BANKCARD CENTER	0126KYLER	CREDIT CARD EXPENSES	01/01/2026	30.24	30.24	01/22/2026	
12144	BANKCARD CENTER	0126KYLER	CREDIT CARD EXPENSES	01/01/2026	556.47	556.47	01/22/2026	
12144	BANKCARD CENTER	0126LIBRARY	LIBRARY	01/01/2026	92.56	92.56	01/22/2026	
12144	BANKCARD CENTER	0126LIBRARY	CREDIT CARD EXPENSES	01/01/2026	14.99	14.99	01/22/2026	
12144	BANKCARD CENTER	0126LIBRARY	CREDIT CARD EXPENSES	01/01/2026	935.58	935.58	01/22/2026	
12144	BANKCARD CENTER	0126LIBRARY	CREDIT CARD EXPENSES	01/01/2026	495.20	495.20	01/22/2026	
12144	BANKCARD CENTER	0126P&Z	PLANNING & ZONING	01/01/2026	480.00	480.00	01/22/2026	
12144	BANKCARD CENTER	0126P&Z	CREDIT CARD EXPENSES	01/01/2026	158.88	158.88	01/22/2026	
12144	BANKCARD CENTER	0126POLICE	POLICE DEPT	01/01/2026	160.32	160.32	01/22/2026	
12144	BANKCARD CENTER	0126POLICE	CREDIT CARD EXPENSES	01/01/2026	36.27	36.27	01/22/2026	
12144	BANKCARD CENTER	0126POLICE2	POLICE DEPT 2	01/01/2026	469.79	469.79	01/22/2026	
12144	BANKCARD CENTER	0126PW	PUBLIC WORKS	01/01/2026	100.00	100.00	01/22/2026	
12144	BANKCARD CENTER	0126PW	CREDIT CARD EXPENSES	01/01/2026	150.00	150.00	01/22/2026	
12144	BANKCARD CENTER	0126PW	CREDIT CARD EXPENSES	01/01/2026	80.00	80.00	01/22/2026	
12144	BANKCARD CENTER	0126RICHARD	RICHARD RADDATZ	01/01/2026	53.85	53.85	01/22/2026	
12144	BANKCARD CENTER	0126STERLIN	STERLING GLOVER	01/01/2026	506.36	506.36	01/22/2026	
12144	BANKCARD CENTER	0126STERLIN	CREDIT CARD EXPENSES	01/01/2026	22.82	22.82	01/22/2026	
12144	BANKCARD CENTER	0126TOM	TOM CRAM	01/01/2026	11.47	11.47	01/22/2026	
12144	BANKCARD CENTER	0126TOM	CREDIT CARD EXPENSES	01/01/2026	126.99	126.99	01/22/2026	
12144	BANKCARD CENTER	0126TOM	CREDIT CARD EXPENSES	01/01/2026	1,204.36	1,204.36	01/22/2026	
12144	BANKCARD CENTER	0126TOM	CREDIT CARD EXPENSES	01/01/2026	22.49	22.49	01/22/2026	
Total BANKCARD CENTER:					48,995.87	48,995.87		
BLUE STAKES OF UTAH 811								
990	BLUE STAKES OF UTAH 811	UT202503622	BILLABLE E-MAIL NOTIFICATIO	12/31/2025	21.42	21.42	01/22/2026	
Total BLUE STAKES OF UTAH 811:					21.42	21.42		
BRADY INDUSTRIES								
13753	BRADY INDUSTRIES	11101791	KLEENLINE - PARKS	01/06/2026	1,043.08	1,043.08	01/22/2026	
13753	BRADY INDUSTRIES	11101797	PARKS SUPPLIES	01/06/2026	742.73	742.73	01/22/2026	
Total BRADY INDUSTRIES:					1,785.81	1,785.81		
C. C. AUTO PARTS								
1200	C. C. AUTO PARTS	STMT3126	PARTS - FIRE DEPT.	12/31/2025	57.73	57.73	01/22/2026	
1200	C. C. AUTO PARTS	STMT3126	PARTS - FIRE DEPT.	12/31/2025	682.64	682.64	01/22/2026	
1200	C. C. AUTO PARTS	STMT3126	PARTS - WATER DEPT.	12/31/2025	112.98	112.98	01/22/2026	
1200	C. C. AUTO PARTS	STMT3126	PARTS - AIRPORT	12/31/2025	12.99	12.99	01/22/2026	
1200	C. C. AUTO PARTS	STMT3126	PARTS - WATER DEPT.	12/31/2025	28.48	28.48	01/22/2026	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total C. C. AUTO PARTS:					894.82	894.82		
CASELLE								
1290	CASELLE	INV-15247	CONTRACT SUPPORT	01/05/2026	1,174.50	1,174.50	01/22/2026	
1290	CASELLE	INV-15247	CONTRACT SUPPORT	01/05/2026	1,174.50	1,174.50	01/22/2026	
Total CASELLE:					2,349.00	2,349.00		
CHARLTON, JACOB								
13748	CHARLTON, JACOB	STMT3126	REFUND WATER DEPOSIT	12/31/2025	20.11	20.11	01/22/2026	
Total CHARLTON, JACOB:					20.11	20.11		
CO BUILDING SYSTEMS INC.								
13754	CO BUILDING SYSTEMS INC.	STMT3126	25% DEPOSIT	01/22/2026	54,974.25	54,974.25	01/22/2026	
Total CO BUILDING SYSTEMS INC.:					54,974.25	54,974.25		
CROSBY HOME & FARM CENTER								
300	CROSBY HOME & FARM CENTE	STMT3126	PARKS - SUPPLIES	12/31/2025	43.85	43.85	01/22/2026	
300	CROSBY HOME & FARM CENTE	STMT3126	SUPPLIES - BUILDING DEPT	12/31/2025	22.99	22.99	01/22/2026	
300	CROSBY HOME & FARM CENTE	STMT3126	FIRE - SUPPLIES	12/31/2025	23.47	23.47	01/22/2026	
300	CROSBY HOME & FARM CENTE	STMT3126	SUPPLIES - LIBRARY	12/31/2025	42.88	42.88	01/22/2026	
300	CROSBY HOME & FARM CENTE	STMT3126	SUPPLIES - WATER DEPT.	12/31/2025	119.10	119.10	01/22/2026	
300	CROSBY HOME & FARM CENTE	STMT3126	BALL FIELD BATHROOMS	12/31/2025	345.09	345.09	01/22/2026	
300	CROSBY HOME & FARM CENTE	STMT3126	SUPPLIES - AIRPORT	12/31/2025	18.28	18.28	01/22/2026	
Total CROSBY HOME & FARM CENTER:					615.66	615.66		
DEPT OF GOVERNMENT OPERATIONS								
13480	DEPT OF GOVERNMENT OPER	F2606E00790	FUEL	01/02/2026	236.64	236.64	01/22/2026	
13480	DEPT OF GOVERNMENT OPER	F2606E00790	FUEL	01/02/2026	564.06	564.06	01/22/2026	
13480	DEPT OF GOVERNMENT OPER	F2606E00790	FUEL	01/02/2026	132.04	132.04	01/22/2026	
13480	DEPT OF GOVERNMENT OPER	F2606E00790	FUEL	01/02/2026	98.71	98.71	01/22/2026	
13480	DEPT OF GOVERNMENT OPER	F2606E00790	FUEL	01/02/2026	835.01	835.01	01/22/2026	
13480	DEPT OF GOVERNMENT OPER	F2606E00790	FUEL	01/02/2026	1,582.82	1,582.82	01/22/2026	
13480	DEPT OF GOVERNMENT OPER	F2606E00790	FUEL	01/02/2026	737.04	737.04	01/22/2026	
Total DEPT OF GOVERNMENT OPERATIONS:					4,186.32	4,186.32		
FREEDOM MAILING SERVICES, INC.								
13208	FREEDOM MAILING SERVICES,	52052	UTILITY BILLING	01/10/2026	1,608.16	1,608.16	01/22/2026	
Total FREEDOM MAILING SERVICES, INC.:					1,608.16	1,608.16		
GARKANE ENERGY COOPERATIVE, INC.								
560	GARKANE ENERGY COOPERAT	STMT3126	UTILITY BILLS	12/31/2025	2,192.12	2,192.12	01/22/2026	
560	GARKANE ENERGY COOPERAT	STMT3126	UTILITY BILLS	12/31/2025	1,615.96	1,615.96	01/22/2026	
560	GARKANE ENERGY COOPERAT	STMT3126	UTILITY BILLS	12/31/2025	96.30	96.30	01/22/2026	
560	GARKANE ENERGY COOPERAT	STMT3126	UTILITY BILLS	12/31/2025	925.80	925.80	01/22/2026	
560	GARKANE ENERGY COOPERAT	STMT3126	UTILITY BILLS	12/31/2025	391.19	391.19	01/22/2026	
560	GARKANE ENERGY COOPERAT	STMT3126	UTILITY BILLS	12/31/2025	286.71	286.71	01/22/2026	
560	GARKANE ENERGY COOPERAT	STMT3126	UTILITY BILLS	12/31/2025	208.58	208.58	01/22/2026	
560	GARKANE ENERGY COOPERAT	STMT3126	UTILITY BILLS	12/31/2025	1,885.72	1,885.72	01/22/2026	
560	GARKANE ENERGY COOPERAT	STMT3126	UTILITY BILLS	12/31/2025	198.43	198.43	01/22/2026	
560	GARKANE ENERGY COOPERAT	STMT3126	UTILITY BILLS	12/31/2025	288.08	288.08	01/22/2026	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
560	GARKANE ENERGY COOPERAT	STMT3126	UTILITY BILLS	12/31/2025	458.90	458.90	01/22/2026	
560	GARKANE ENERGY COOPERAT	STMT3126	UTILITY BILLS	12/31/2025	689.67	689.67	01/22/2026	
Total GARKANE ENERGY COOPERATIVE, INC.:					9,237.46	9,237.46		
HALWACHS, KATIE								
13751	HALWACHS, KATIE	STMT3126	REFUND WATER DEPOSIT	01/08/2026	12.37	12.37	01/22/2026	
Total HALWACHS, KATIE:					12.37	12.37		
HONEY'S MARKETPLACE								
615	HONEY'S MARKETPLACE	STMT3126	SUPPLIES - ADMIN	12/31/2025	272.34	272.34	01/22/2026	
615	HONEY'S MARKETPLACE	STMT3126	SUPPLIES - FIRE	12/31/2025	17.29	17.29	01/22/2026	
Total HONEY'S MARKETPLACE:					289.63	289.63		
JACKSON, ASHLEY								
13752	JACKSON, ASHLEY	STMT3126	REFUND WATER DEPOSIT	12/19/2025	86.77	86.77	01/22/2026	
Total JACKSON, ASHLEY:					86.77	86.77		
JM PIPING								
13366	JM PIPING	792102	INSTALL HYDRANT AT PARK	01/07/2026	100.00	100.00	01/22/2026	
Total JM PIPING:					100.00	100.00		
KANAB CITY CORPORATION								
3900	KANAB CITY CORPORATION	STMT3126	UTILITY PAYMENTS TO KANAB	01/01/2026	296.60	296.60	01/22/2026	
3900	KANAB CITY CORPORATION	STMT3126	UTILITY PAYMENTS TO KANAB	01/01/2026	126.46	126.46	01/22/2026	
3900	KANAB CITY CORPORATION	STMT3126	UTILITY PAYMENTS TO KANAB	01/01/2026	73.89	73.89	01/22/2026	
3900	KANAB CITY CORPORATION	STMT3126	UTILITY PAYMENTS TO KANAB	01/01/2026	361.66	361.66	01/22/2026	
3900	KANAB CITY CORPORATION	STMT3126	UTILITY PAYMENTS TO KANAB	01/01/2026	186.15	186.15	01/22/2026	
3900	KANAB CITY CORPORATION	STMT3126	UTILITY PAYMENTS TO KANAB	01/01/2026	102.27	102.27	01/22/2026	
3900	KANAB CITY CORPORATION	STMT3126	UTILITY PAYMENTS TO KANAB	01/01/2026	453.12	453.12	01/22/2026	
3900	KANAB CITY CORPORATION	STMT3126	UTILITY PAYMENTS TO KANAB	01/01/2026	143.02	143.02	01/22/2026	
3900	KANAB CITY CORPORATION	STMT3126	UTILITY PAYMENTS TO KANAB	01/01/2026	56.13	56.13	01/22/2026	
3900	KANAB CITY CORPORATION	STMT3126	UTILITY PAYMENTS TO KANAB	01/01/2026	56.13	56.13	01/22/2026	
Total KANAB CITY CORPORATION:					1,855.43	1,855.43		
KANE COUNTY EVENTS AND KANAB CENTER								
13598	KANE COUNTY EVENTS AND K	STMT3126	BALLOON SPONSORSHIP	01/01/2026	1,500.00	1,500.00	01/22/2026	
Total KANE COUNTY EVENTS AND KANAB CENTER:					1,500.00	1,500.00		
KANE COUNTY SHERIFF'S OFFICE								
9111	KANE COUNTY SHERIFF'S OFFI	STMT3126	1ST QTR TADK FORCE BILLING	01/01/2026	14,499.99	14,499.99	01/22/2026	
Total KANE COUNTY SHERIFF'S OFFICE:					14,499.99	14,499.99		
KENDRICK J. HAFEN, P.C								
12710	KENDRICK J. HAFEN, P.C	STMT3126	PROFESSIONAL SERVICES	12/31/2025	1,515.00	1,515.00	01/22/2026	
Total KENDRICK J. HAFEN, P.C:					1,515.00	1,515.00		
LITTLE'S EQUIPMENT RENTALS								
13663	LITTLE'S EQUIPMENT RENTALS	STMT3126	BOOM LIFT - PARKS	01/21/2026	2,508.88	2,508.88	01/22/2026	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total LITTLE'S EQUIPMENT RENTALS:					2,508.88	2,508.88		
MCCLENDON, DANIEL								
13750	MCCLENDON, DANIEL	STMT3126	REFUND WATER DEPOSIT	01/08/2026	12.37	12.37	01/22/2026	
Total MCCLENDON, DANIEL:					12.37	12.37		
MEGA-PRO								
580	MEGA-PRO	96637	GIRLS BB 3RD/4TH	01/15/2026	647.00	647.00	01/22/2026	
Total MEGA-PRO:					647.00	647.00		
MESQUITE ELECTRIC LLC								
11939	MESQUITE ELECTRIC LLC	AIP NO.3-49-0	UDOT STATE PROJECT #269922	10/24/2025	521,698.67	521,698.67	01/22/2026	
Total MESQUITE ELECTRIC LLC:					521,698.67	521,698.67		
MORETON & COMPANY								
978	MORETON & COMPANY	379412	OLD REPUBLIC INSURANCE - A	12/17/2025	8,362.00	8,362.00	01/22/2026	
Total MORETON & COMPANY:					8,362.00	8,362.00		
OVERDRIVE, INC.								
12945	OVERDRIVE, INC.	CD015062600	DEPOSIT FOR CONTENT PURC	01/01/2026	6,000.00	6,000.00	01/22/2026	
Total OVERDRIVE, INC.:					6,000.00	6,000.00		
PRO-VISION SOLUTIONS, LLC								
13697	PRO-VISION SOLUTIONS, LLC	INV2143562	BODYCAM 4 X 8	01/08/2026	3,044.00	3,044.00	01/22/2026	
Total PRO-VISION SOLUTIONS, LLC:					3,044.00	3,044.00		
RAMSAY SERVICE INC.								
11843	RAMSAY SERVICE INC.	321720	TIRES FOR WAYLON R.	12/03/2025	309.56	309.56	01/22/2026	
11843	RAMSAY SERVICE INC.	321775	FLAT REPAIR	12/05/2025	28.00	28.00	01/22/2026	
Total RAMSAY SERVICE INC.:					337.56	337.56		
SALDANA, LONDON								
13556	SALDANA, LONDON	STMT3126	REFUND WATER DEPOSIT	12/31/2025	37.87	37.87	01/22/2026	
Total SALDANA, LONDON:					37.87	37.87		
SEVIER OFFICE SUPPLY								
1260	SEVIER OFFICE SUPPLY	1066248-0	NAME PLATE - SAMUEL TOMCO	01/12/2026	16.95	16.95	01/22/2026	
1260	SEVIER OFFICE SUPPLY	1066248-0	NAME PLATE - COUNCIL	01/12/2026	16.95	16.95	01/22/2026	
Total SEVIER OFFICE SUPPLY:					33.90	33.90		
SG WATER STORE								
12677	SG WATER STORE	252346	WATER - CITY OFFICE	01/09/2026	34.75	34.75	01/22/2026	
Total SG WATER STORE:					34.75	34.75		
SIDDONS-MARTIN EMERGENCY GROUP								
13339	SIDDONS-MARTIN EMERGENC	321-00000517	AUX PUMP	12/10/2025	5,774.51	5,774.51	01/22/2026	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
13339	SIDDONS-MARTIN EMERGENC	321-00000517	PUMP TESTING	12/10/2025	495.00	495.00	01/22/2026	
13339	SIDDONS-MARTIN EMERGENC	321-00000517	PUMP TESTING	12/10/2025	3,890.00	3,890.00	01/22/2026	
Total SIDDONS-MARTIN EMERGENCY GROUP:					10,159.51	10,159.51		
SMITH, EMMA								
13479	SMITH, EMMA	STMT3126	REFUND WATER DEPOSIT	01/08/2026	16.66	.00	01/22/2026	
Total SMITH, EMMA:					16.66	.00		
SOUTHERN UTAH NEWS								
1300	SOUTHERN UTAH NEWS	1684	SMARTPHONE PHOTO CONTE	01/16/2026	265.00	265.00	01/22/2026	
Total SOUTHERN UTAH NEWS:					265.00	265.00		
ST. GEORGE CARQUEST								
13340	ST. GEORGE CARQUEST	STMT3126	WATER DEPT - SUPPLIES	12/09/2025	1,070.26	1,070.26	01/22/2026	
13340	ST. GEORGE CARQUEST	STMT3126	WATER DEPT - SUPPLIES	12/09/2025	174.90	174.90	01/22/2026	
Total ST. GEORGE CARQUEST:					1,245.16	1,245.16		
STEWART BROTHERS ELECTRIC								
9060	STEWART BROTHERS ELECTRI	101659	POOL	12/15/2025	1,195.50	1,195.50	01/22/2026	
9060	STEWART BROTHERS ELECTRI	101665	POOL	12/18/2025	1,122.60	1,122.60	01/22/2026	
9060	STEWART BROTHERS ELECTRI	1016666	POOL	01/05/2026	1,475.32	1,475.32	01/22/2026	
9060	STEWART BROTHERS ELECTRI	101667	POOL	12/18/2025	1,257.60	1,257.60	01/22/2026	
9060	STEWART BROTHERS ELECTRI	101682	POOL	12/22/2025	1,020.50	1,020.50	01/22/2026	
Total STEWART BROTHERS ELECTRIC:					6,071.52	6,071.52		
UTAH RISK MANAGEMENT								
4035	UTAH RISK MANAGEMENT	2026-0050	DEDUCTIBLE BILLING 2ND QUA	01/07/2026	5,000.00	5,000.00	01/22/2026	
Total UTAH RISK MANAGEMENT:					5,000.00	5,000.00		
UTAH STATE LIBRARY DIVISION								
710	UTAH STATE LIBRARY DIVISION	KA121825	1 YEAR SUBSCRIPTION	12/18/2025	648.90	648.90	01/22/2026	
Total UTAH STATE LIBRARY DIVISION:					648.90	648.90		
WATERMAN WELDING								
1635	WATERMAN WELDING	10566	REPAIR WATER TRUCK	11/17/2025	127.50	127.50	01/22/2026	
1635	WATERMAN WELDING	10674	CYLINDER RENT - WATER DEPT	01/01/2026	8.80	8.80	01/22/2026	
Total WATERMAN WELDING:					136.30	136.30		
ZIONS BANK								
11288	ZIONS BANK	STMT3126	LOAN #0001010000360899 - PRI	01/16/2026	39,367.59	39,367.59	01/22/2026	
11288	ZIONS BANK	STMT3126	LOAN #0001010000360899 - INT	01/16/2026	5,828.86	5,828.86	01/22/2026	
Total ZIONS BANK:					45,196.45	45,196.45		
Grand Totals:					759,193.66	759,177.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided

Dated: _____

Mayor: _____

City Council: _____

City Manager: _____

Report Criteria:
Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AMERIGAS PROPANE LP								
1080	AMERIGAS PROPANE LP	3185809959	PROPANE - HERITAGE MUSEU	01/16/2026	201.93	201.93	01/27/2026	
Total AMERIGAS PROPANE LP:					201.93	201.93		
AVFUEL CORPORATION								
12333	AVFUEL CORPORATION	023838816	BUCKET WHITE EPOXY	01/08/2026	359.65	359.65	01/27/2026	
Total AVFUEL CORPORATION:					359.65	359.65		
COLONIAL								
9760	COLONIAL	719045702014	INSURANCE FEE	02/01/2026	23.00	23.00	01/27/2026	
Total COLONIAL:					23.00	23.00		
GLAZIER'S MARKET								
9010	GLAZIER'S MARKET	STMT4126	SUPPLIES - LIBRARY	12/31/2025	32.85	32.85	01/27/2026	
9010	GLAZIER'S MARKET	STMT4126	ADMIN - SUPPLIES	12/31/2025	12.99	12.99	01/27/2026	
9010	GLAZIER'S MARKET	STMT4126	HERITAGE - SUPPLIES	12/31/2025	7.29	7.29	01/27/2026	
Total GLAZIER'S MARKET:					53.13	53.13		
HARRIS, TREVAN								
13749	HARRIS, TREVAN	STMT4126	REFUND WATER DEPOSIT	01/05/2026	16.66	16.66	01/27/2026	
Total HARRIS, TREVAN:					16.66	16.66		
LITTLE'S DIESEL SERVICE								
4690	LITTLE'S DIESEL SERVICE	358097	BATTERY	12/04/2025	361.24	361.24	01/27/2026	
Total LITTLE'S DIESEL SERVICE:					361.24	361.24		
M.D. AUTO AND DIESEL								
10411	M.D. AUTO AND DIESEL	33931	POLICE DEPT	01/14/2026	724.76	724.76	01/27/2026	
Total M.D. AUTO AND DIESEL:					724.76	724.76		
MARTINEZ, DOMINIQUE								
13755	MARTINEZ, DOMINIQUE	STMT4126	BASKETBALL REFEREE	01/27/2026	90.00	90.00	01/27/2026	
Total MARTINEZ, DOMINIQUE:					90.00	90.00		
MEGA-PRO								
580	MEGA-PRO	96830	GIRLS BB 3RD/4TH	01/07/2026	615.25	615.25	01/27/2026	
Total MEGA-PRO:					615.25	615.25		
MORETON & COMPANY								
978	MORETON & COMPANY	380642	2026-2029 POSITION SCHEDUL	01/26/2026	1,636.00	1,636.00	01/27/2026	
Total MORETON & COMPANY:					1,636.00	1,636.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
MOUNTAIN WEST COMPUTERS								
10647	MOUNTAIN WEST COMPUTERS	89141	SUPPLIES - JAKE	01/12/2026	1,403.00	1,403.00	01/27/2026	
Total MOUNTAIN WEST COMPUTERS:					1,403.00	1,403.00		
MW CLOUD SERVICES, LLC								
12166	MW CLOUD SERVICES, LLC	2414	GOOGLE G-SUITE	01/13/2026	105.00	105.00	01/27/2026	
Total MW CLOUD SERVICES, LLC:					105.00	105.00		
Grand Totals:					5,589.62	5,589.62		

Dated: _____

Mayor: _____

City Council: _____

City Manager: _____

Report Criteria:
Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
ALLSTAR MOUNDS								
13757	ALLSTAR MOUNDS	36419	MOUNDS - RECREATION	01/29/2026	3,948.00	3,948.00	02/04/2026	
Total ALLSTAR MOUNDS:					3,948.00	3,948.00		
ALSCO								
10685	ALSCO	STMT 1226	UNIFORMS & SUPPLIES - WATE	02/01/2026	140.00	140.00	02/04/2026	
10685	ALSCO	STMT 1226	SUPPLIES - ADMIN	02/01/2026	38.52	38.52	02/04/2026	
10685	ALSCO	STMT1226	SUPPLIES - POLICE	02/01/2026	177.84	177.84	02/04/2026	
Total ALSCO:					356.36	356.36		
AMERIGAS PROPANE LP								
1080	AMERIGAS PROPANE LP	3186049407	PROPANE - HERITAGE MUSEU	01/22/2026	114.17	114.17	02/04/2026	
1080	AMERIGAS PROPANE LP	3186325435	PROPANE - OFFICES	01/28/2026	676.85	676.85	02/04/2026	
Total AMERIGAS PROPANE LP:					791.02	791.02		
AVFUEL CORPORATION								
12333	AVFUEL CORPORATION	023920998	AVIATION FUEL - AIRPORT	01/22/2026	40.00	40.00	02/04/2026	
12333	AVFUEL CORPORATION	023921173	AVIATION FUEL - AIRPORT	01/22/2026	350.00	350.00	02/04/2026	
Total AVFUEL CORPORATION:					390.00	390.00		
BLOMQUIST HALE CONSULTING GROU, INC.								
12942	BLOMQUIST HALE CONSULTIN	FEB26-1542	EMPLOYEE ASSITANCE COVER	02/01/2026	285.00	285.00	02/04/2026	
Total BLOMQUIST HALE CONSULTING GROU, INC.:					285.00	285.00		
CEM AQUATICS								
11140	CEM AQUATICS	23968	CHEMICALS FOR CITY POOL	01/21/2026	2,419.92	2,419.92	02/04/2026	
Total CEM AQUATICS:					2,419.92	2,419.92		
CRESCENT MOON THEATER								
7260	CRESCENT MOON THEATER	STMT1226	REFUND WATER DEPOSIT	01/22/2026	21.61	21.61	02/04/2026	
Total CRESCENT MOON THEATER:					21.61	21.61		
GROW CHIROPRACTIC								
12757	GROW CHIROPRACTIC	STMT 1226	DRUG TEST FOR PARKS DEPT	01/30/2026	60.00	60.00	02/04/2026	
12757	GROW CHIROPRACTIC	STMT 1226	DRUG TEST - POLICE DEPT	01/30/2026	60.00	60.00	02/04/2026	
12757	GROW CHIROPRACTIC	STMT1226	DRUG TESTS FOR LIBRARY	01/30/2026	60.00	60.00	02/04/2026	
Total GROW CHIROPRACTIC:					180.00	180.00		
LITTLE'S DIESEL SERVICE								
4690	LITTLE'S DIESEL SERVICE	358208	FIRE DEPT	12/17/2025	4,275.19	4,275.19	02/04/2026	
Total LITTLE'S DIESEL SERVICE:					4,275.19	4,275.19		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
M.D. AUTO AND DIESEL								
10411	M.D. AUTO AND DIESEL	33894	F250 - WATER	01/07/2026	1,218.36	1,218.36	02/04/2026	
10411	M.D. AUTO AND DIESEL	33898	F250 - WATER	01/08/2026	1,218.36	1,218.36	02/04/2026	
Total M.D. AUTO AND DIESEL:					2,436.72	2,436.72		
MEGA-PRO								
580	MEGA-PRO	97069	BB ADD ON	01/21/2026	38.75	38.75	02/04/2026	
Total MEGA-PRO:					38.75	38.75		
MOUNTAIN WEST COMPUTERS								
10647	MOUNTAIN WEST COMPUTERS	89361	MONTHLY SERVICE CONTRAC	01/31/2026	40.68	40.68	02/04/2026	
10647	MOUNTAIN WEST COMPUTERS	89361	MONTHLY SERVICE CONTRAC	01/31/2026	255.32	255.32	02/04/2026	
10647	MOUNTAIN WEST COMPUTERS	89361	MONTHLY SERVICE CONTRAC	01/31/2026	238.78	238.78	02/04/2026	
10647	MOUNTAIN WEST COMPUTERS	89361	MONTHLY SERVICE CONTRAC	01/31/2026	76.36	76.36	02/04/2026	
10647	MOUNTAIN WEST COMPUTERS	89361	MONTHLY SERVICE CONTRAC	01/31/2026	27.50	27.50	02/04/2026	
10647	MOUNTAIN WEST COMPUTERS	89361	MONTHLY SERVICE CONTRAC	01/31/2026	22.36	22.36	02/04/2026	
Total MOUNTAIN WEST COMPUTERS:					661.00	661.00		
OVERDRIVE, INC.								
12945	OVERDRIVE, INC.	CD015065208	DEPOSIT FOR CONTENT PURC	07/01/2025	1,100.00	1,100.00	02/04/2026	
Total OVERDRIVE, INC.:					1,100.00	1,100.00		
QUALITY PRINTING CO.								
9865	QUALITY PRINTING CO.	10856	PET CARDS	01/07/2026	32.08	32.08	02/04/2026	
Total QUALITY PRINTING CO.:					32.08	32.08		
RAY BROTHERS, INC.								
3245	RAY BROTHERS, INC.	2592	FRAMING - POLICE STATION	01/14/2026	5,000.00	5,000.00	02/04/2026	
3245	RAY BROTHERS, INC.	2653	FRAMING - POLICE STATION	02/03/2026	19,013.44	19,013.44	02/04/2026	
Total RAY BROTHERS, INC.:					24,013.44	24,013.44		
RH BORDEN AND COMPANY LLC								
13139	RH BORDEN AND COMPANY LL	2129	ACOUSTIC ASSESSMENT, MAN	01/07/2026	39,216.84	39,216.84	02/04/2026	
Total RH BORDEN AND COMPANY LLC:					39,216.84	39,216.84		
SALT LAKE COMMUNITY COLLEGE								
8380	SALT LAKE COMMUNITY COLLE	B2005839	POST CADET MEALS	01/26/2026	118.50	118.50	02/04/2026	
Total SALT LAKE COMMUNITY COLLEGE:					118.50	118.50		
SG WATER STORE								
12677	SG WATER STORE	253700	WATER - CITY OFFICE	01/23/2026	34.75	34.75	02/04/2026	
Total SG WATER STORE:					34.75	34.75		
SIDDONS-MARTIN EMERGENCY GROUP								
13339	SIDDONS-MARTIN EMERGENC	700-SIV005434	DEPT SUPPLIES - FIRE	01/07/2026	3,040.00	3,040.00	02/04/2026	
Total SIDDONS-MARTIN EMERGENCY GROUP:					3,040.00	3,040.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
TOMCO, SAM								
13759	TOMCO, SAM	STMT1226	MEAL PER DIEM	02/03/2026	420.00	420.00	02/04/2026	
Total TOMCO, SAM:					420.00	420.00		
UTAH BARRICADE COMPANY								
12480	UTAH BARRICADE COMPANY	45291	SUPPLIES - STREETS	12/24/2025	2,766.24	2,766.24	02/04/2026	
Total UTAH BARRICADE COMPANY:					2,766.24	2,766.24		
UTAH PROSECUTION COUNCIL								
2340	UTAH PROSECUTION COUNCIL	STMT1226	USER FEE FOR 2026	01/01/2026	412.00	412.00	02/04/2026	
Total UTAH PROSECUTION COUNCIL:					412.00	412.00		
UTAH PUBLIC TREASURER								
2765	UTAH PUBLIC TREASURER	341	#8281	02/24/2026	1,000.00	1,000.00	02/04/2026	
2775	UTAH PUBLIC TREASURER	341	#4595	02/24/2026	2,000.00	2,000.00	02/04/2026	
9210	UTAH PUBLIC TREASURER	341	WATER/SEWER EQUIP REPLAC	02/24/2026	1,000.00	1,000.00	02/04/2026	
Total UTAH PUBLIC TREASURER:					4,000.00	4,000.00		
VAN HAGAN, KATHERINE								
12843	VAN HAGAN, KATHERINE	STMT1226	BUYBACK OF CEMETERY PLOT	02/02/2026	400.00	400.00	02/04/2026	
Total VAN HAGAN, KATHERINE:					400.00	400.00		
VAN HAGAN, THOMAS								
13758	VAN HAGAN, THOMAS	STMT1226	BUYBACK OF BURIAL PLOTS	02/02/2026	200.00	200.00	02/04/2026	
Total VAN HAGAN, THOMAS:					200.00	200.00		
WINTER EQUIPMENT COMPANY								
13756	WINTER EQUIPMENT COMPAN	IV66795	WESTERN RAZOR SYSTEM 9 F	01/15/2026	8,035.20	8,035.20	02/04/2026	
Total WINTER EQUIPMENT COMPANY:					8,035.20	8,035.20		
Grand Totals:					99,592.62	99,592.62		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided

Dated: _____

Mayor: _____

City Council: _____

City Manager: _____

Report Criteria:
Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

Mayor
Colten Johnson
City Council
Arlon Chamberlain
Steven Shrope
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: February 10, 2026
TO: Mayor and City Council
SUBJECT: Annual Update – Kane County Center for the Arts Real Estate Hold Agreement
PREPARED BY: Kyler Ludwig, City Manager

Background:

In February 2025, the Kanab City Council approved a Real Estate Hold Agreement with the Kane County Center for the Arts (KCCA), a local nonprofit organization. The agreement reserves a portion of the former Electric Plant property (approximately 1.5 acres) for the planning and potential development of a community Performing Arts Center. The Council-approved resolution supported KCCA's request to secure this property for a five-year period to explore design, fundraising, and long-term lease options. The project envisions a cultural campus that includes a 500-seat auditorium, art exhibit spaces, classrooms, a healing garden, and enhanced public amenities.

Under the agreement, the KCCA is required to provide annual updates to the City, including preliminary design work and fundraising progress.

Analysis:

Kanab City continues to move forward with improvements to Jacob Hamblin Park, including grading, access upgrades, and landscaping. The area designated for the proposed Performing Arts Center, near the former Electric Plant, will remain uncompleted and reserved while the Kane County Center for the Arts (KCCA) continues planning and design efforts. As part of the Real Estate Hold Agreement, the KCCA has submitted preliminary design documents outlining the concept for the facility. These include initial architectural drawings and renderings prepared by Mesa Design.

In support of ongoing collaboration, the City has also partnered with the KCCA to host their summer concert series, providing space and logistical support for community arts programming during the planning phase.

Although the Board is not in attendance, the City has received the necessary documentation to fulfill the agreement's annual update provision.

— A Western Classic —

Mayor

Colten Johnson

City Council

Arlon Chamberlain

Steven Shrope

Chris Heaton

Boyd Corry

Peter Banks

City Manager

Kyler Ludwig

City Attorney

Kent Burggraaf

City Recorder

Celeste Cram

City Treasurer

Danielle Ramsay

Legal:

No additional legal action is required at this time.

Financial:

There are no direct financial obligations for the City at this time.

Recommendations/Actions:

It is recommended that the City Council:

Acknowledge receipt of the annual update from the Kane County Center for the Arts as required under the 2025 Real Estate Hold Agreement

Attachments:

Real Estate Hold Agreement – Executed Copy

Resolution Approving Hold Agreement – February 2025

Performing Arts Center Proposal – KCCA (2024)

Preliminary Design Package – Mesa Design Studio

– A Western Classic –



EAST



SOUTHEAST



SOUTH



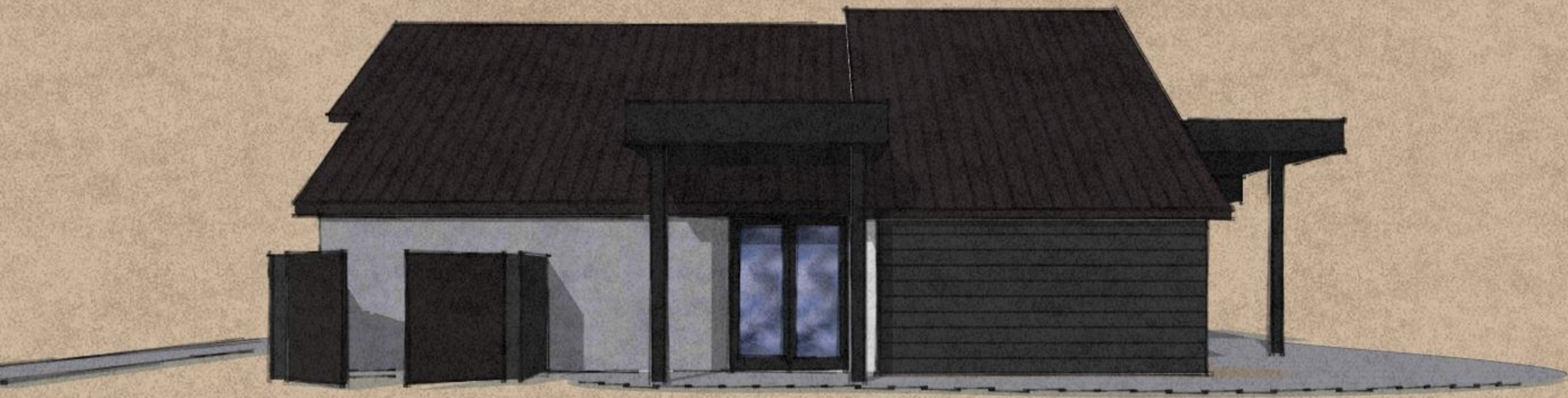
SOUTHWEST



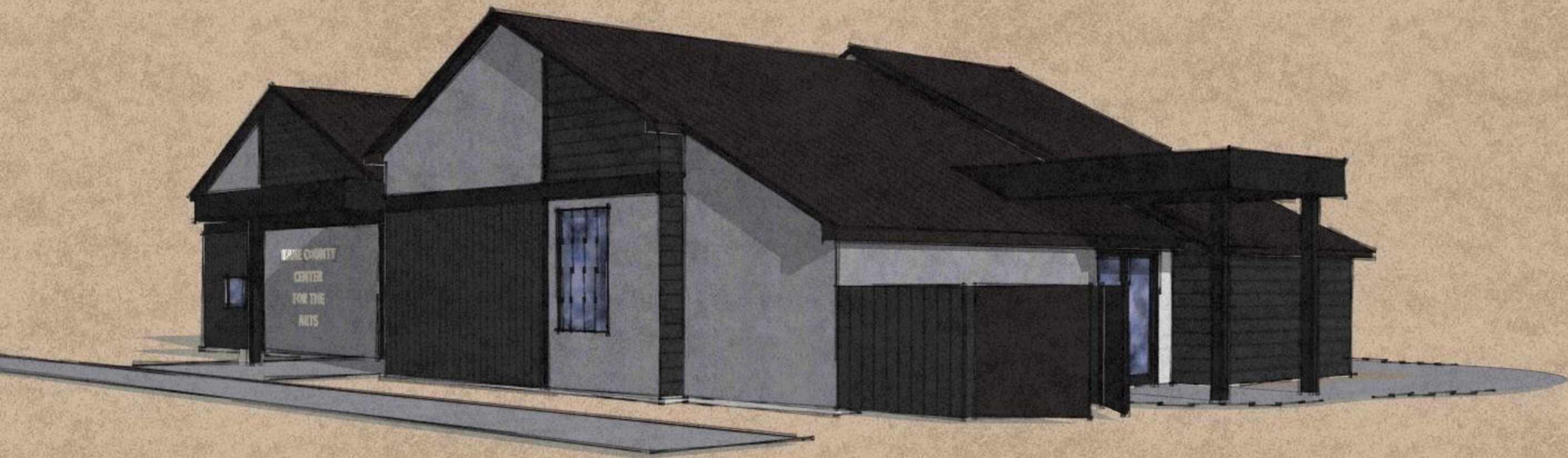
WEST



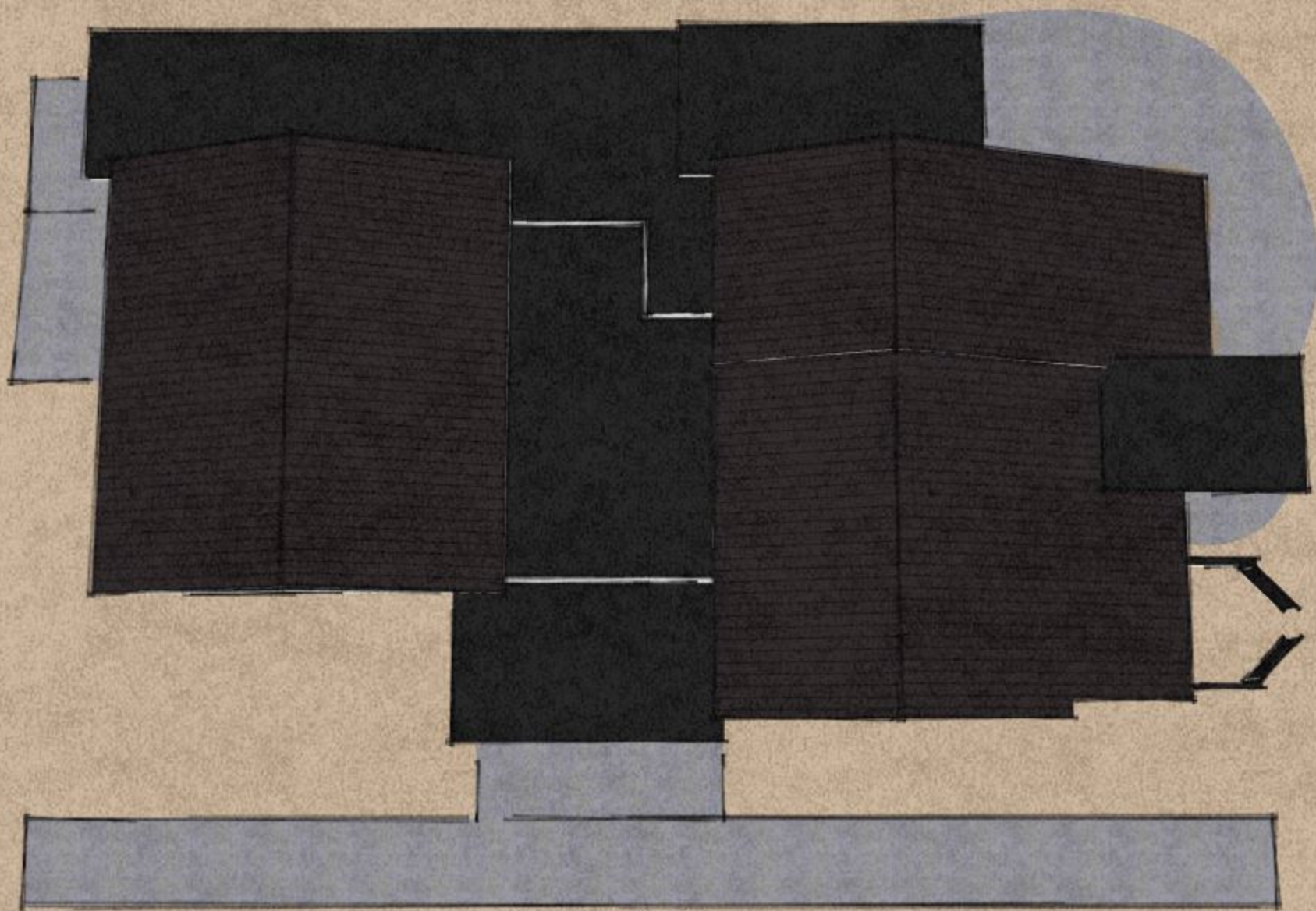
NORTHWEST



NORTH



NORTHEAST



ROOF AERIAL



PARCEL # K-C-3-1
KANAB CITY
6.40 ACRES

LEGAL
DESCRIPTION:
ALL OF BLOCK 3 PLAT "C"
OF THE OFFICIAL SURVEY
OF KANAB TOWNSITE.



MESA DESIGN
ARCHITECTURE + FURNITURE

SUITE 101
406 E 300 S
KANAB, UTAH 84741

435-899-9737 TELE
CONTACT@MESADESIGN.NET

ALL DRAWINGS AND WRITTEN MATERIAL
APPEARING HEREIN CONSTITUTE ORIGINAL
AND UNPUBLISHED WORK OF ARCHITECT
ROBERT KACZOWKA AND ARE PROPERTY
OF ROBERT KACZOWKA AND MAY NOT BE
COPIED OR USED AS THE BASIS FOR ANY
NEW PLANNING WITHOUT CONSENT OF ARCHITECT.

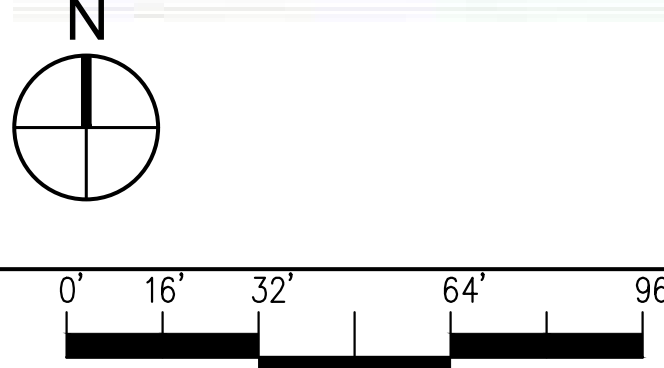
THE GENERAL CONTRACTOR IS TO
REVIEW PLANS AND VERIFY JOB CONDITIONS
AND REPORT ANY DISCREPANCIES
TO ARCHITECT PRIOR TO START OF WORK.

KANE COUNTY ARTS
BUILDING REMODEL
N 100 E
KANAB, UT 84741

SITE PLAN-
OVERALL

DATE: 7/22/2024

DRAFT
NOT FOR
CONSTRUCTION





SUITE 101
406 E 300 S
KANAB, UTAH 84741
435-899-9737 TELE
CONTACT@MESADESIGN.NET

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KANE COUNTY ARTS
BUILDING REMODEL
N 100 E
KANAB, UT 84741

DRAFT
NOT FOR
CONSTRUCTION

SITE PLAN-
AT BUILDING

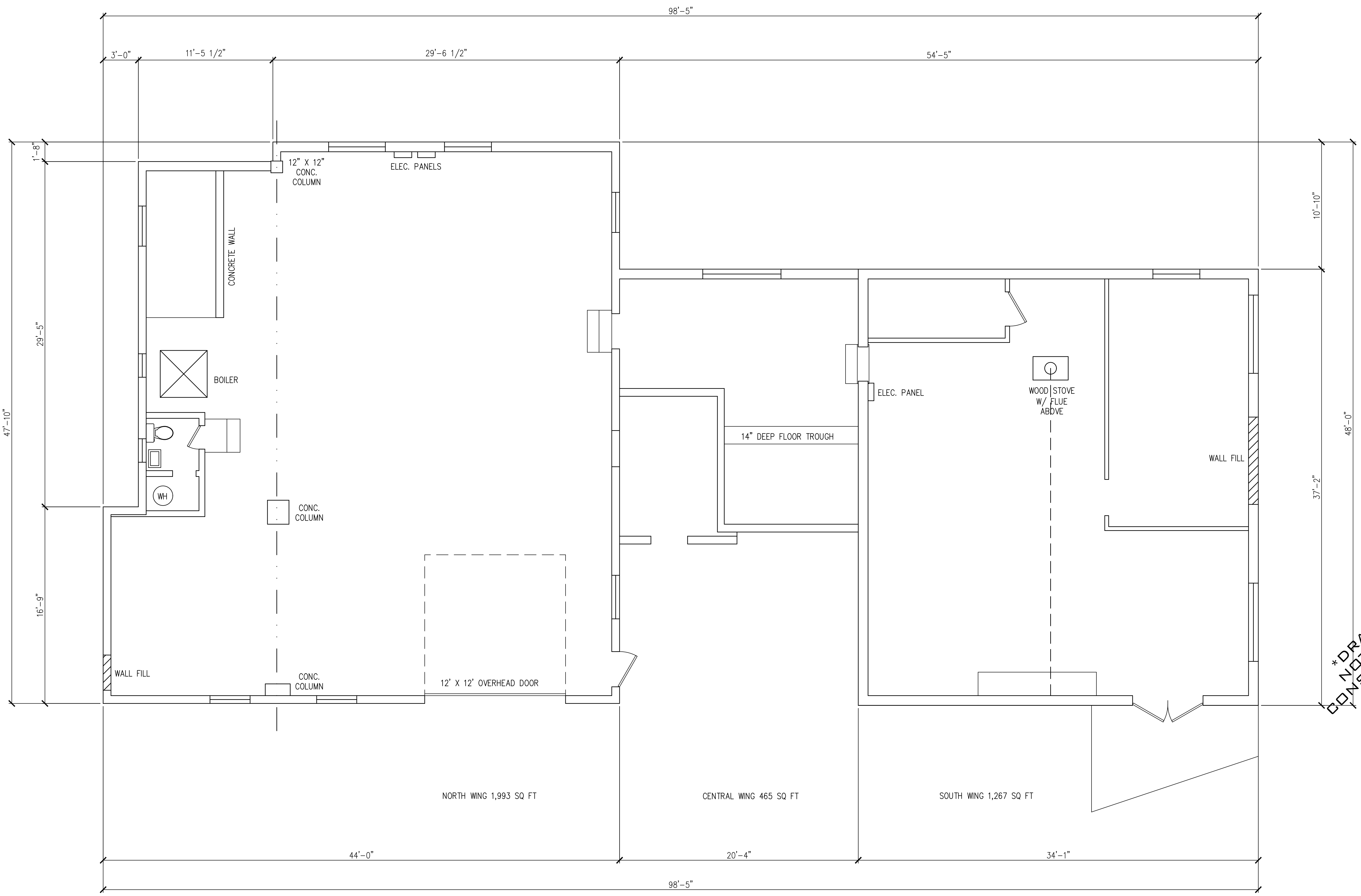
DATE: 7/22/2024

SITE PLAN

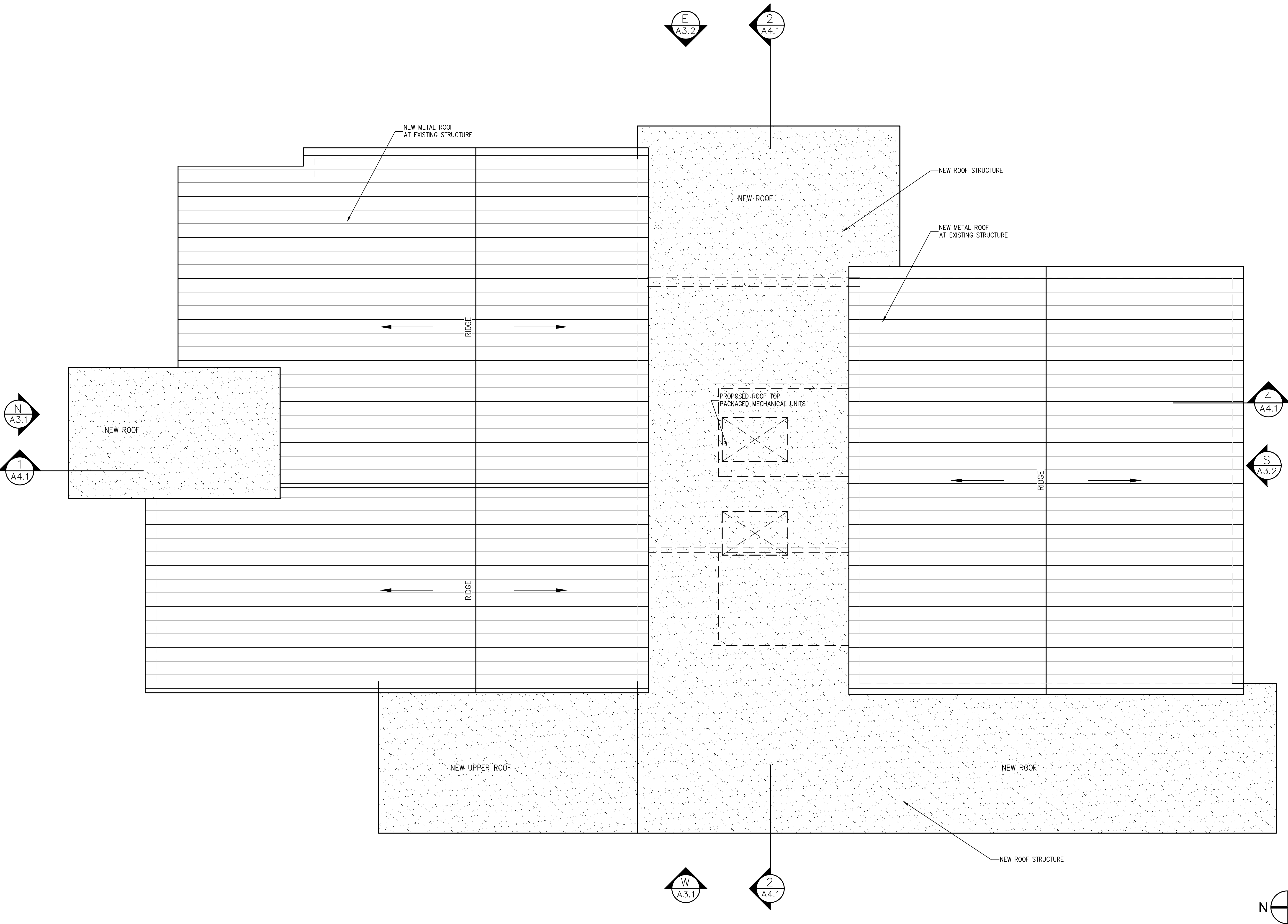
SCALE: 1/16"=1'-0"

1

A1.2

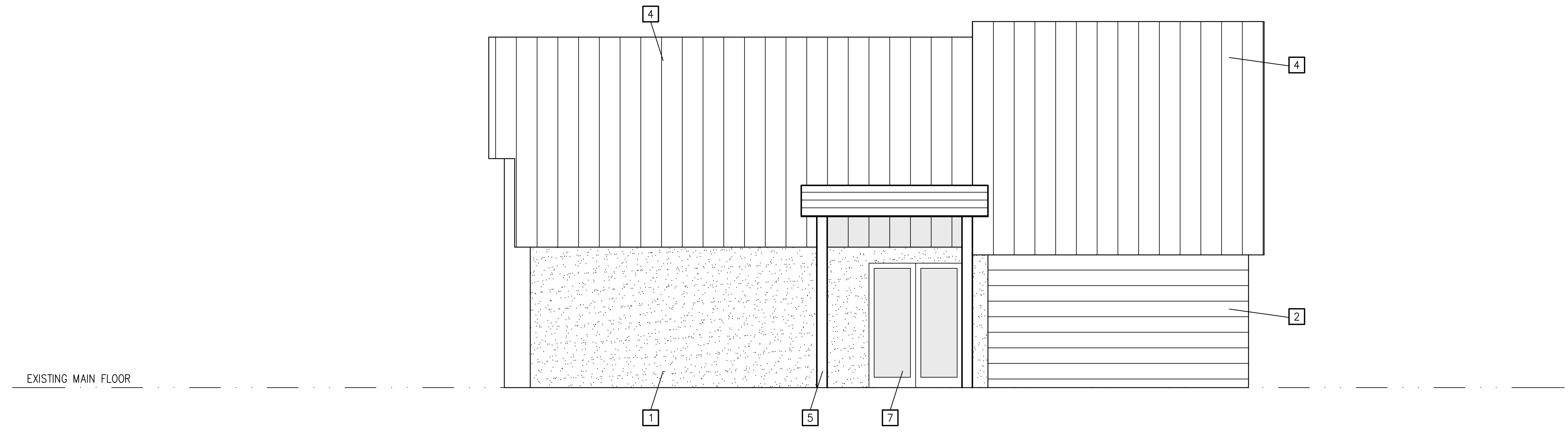


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NOT FOR
CONSTRUCTION



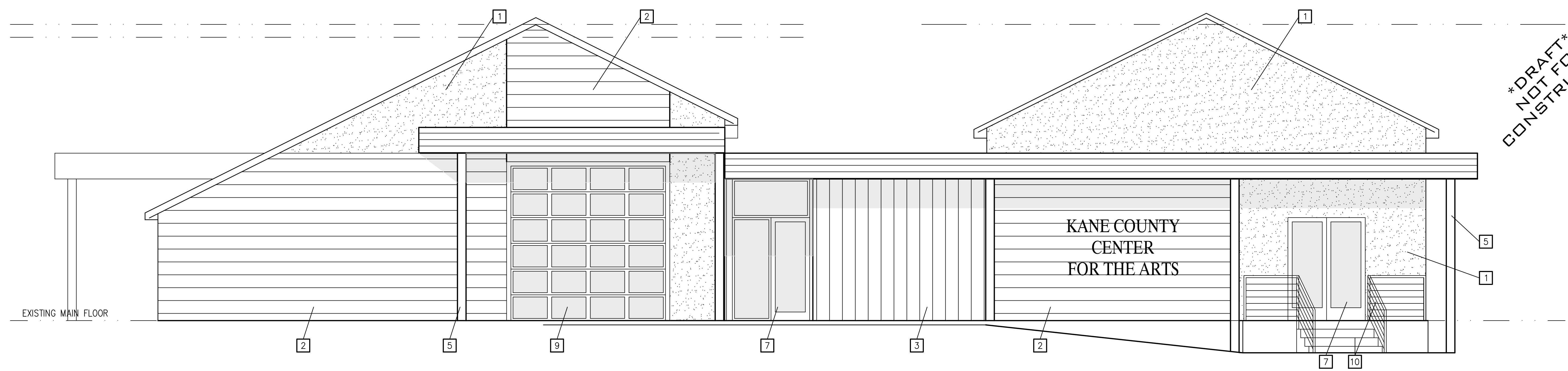
ELEVATION KEYNOTES

- 1 NEW STUCCO SYSTEM
- 2 NEW HORIZONTAL METAL SIDING
- 3 NEW VERTICAL METAL SIDING
- 4 NEW METAL ROOFING AND FACIA TRIM
- 5 NEW ROOF CANOPY ABOVE AND 8X8 STEEL COLUMNS
- 6 NEW WINDOW
- 7 NEW ALUMINUM STOREFRONT DOOR AND FRAME
- 8 METAL TRIM, 8" MIN
- 9 12' X 12' ALUMINUM OVERHEAD DOOR WITH DOUBLE GLAZED, LOW E GLAZING AND WALL MOUNTED OPENER
- 10 CONCRETE STAIR WITH METAL GUARDRAIL



NEW NORTH ELEVATION

SCALE: 1/4"=1'-0" N



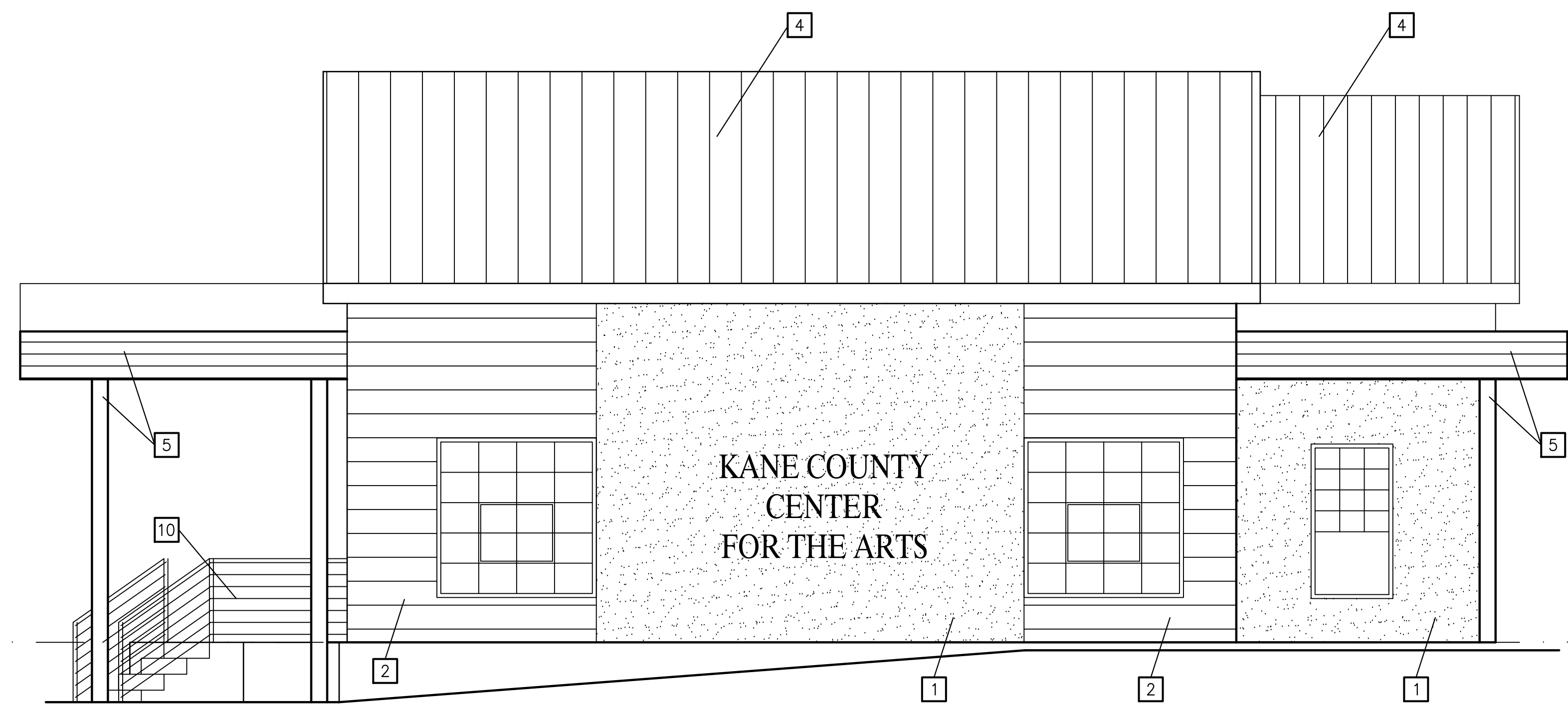
NEW WEST ELEVATION

SCALE: 1/4"=1'-0" W

DRAFT
NOT FOR
CONSTRUCTION

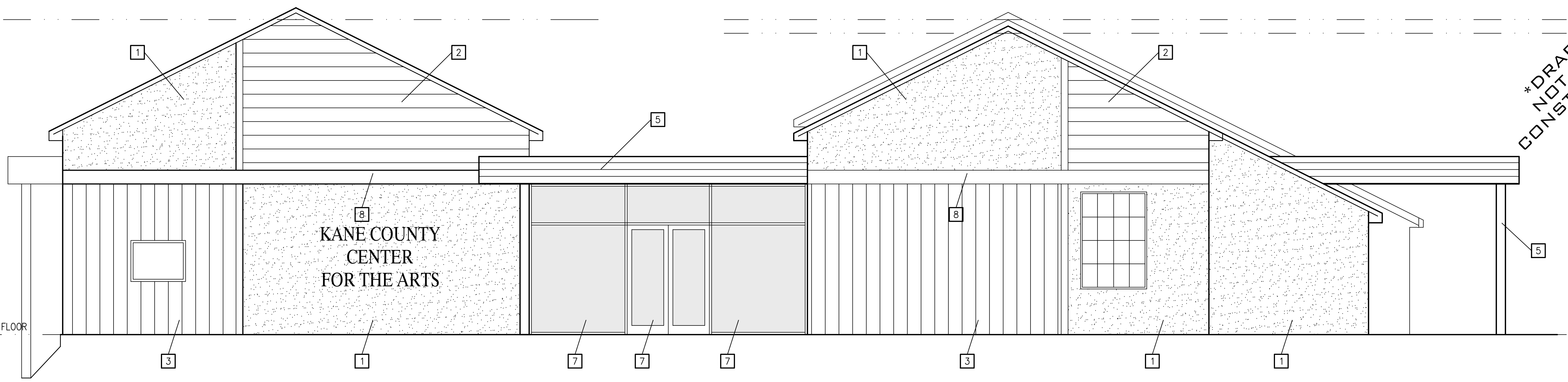
ELEVATION KEYNOTES

- 1 NEW STUCCO SYSTEM
- 2 NEW HORIZONTAL METAL SIDING
- 3 NEW VERTICAL METAL SIDING
- 4 NEW METAL ROOFING AND FACIA TRIM
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- 10 CONCRETE STAIR WITH METAL GUARDRAIL



NEW SOUTH ELEVATION

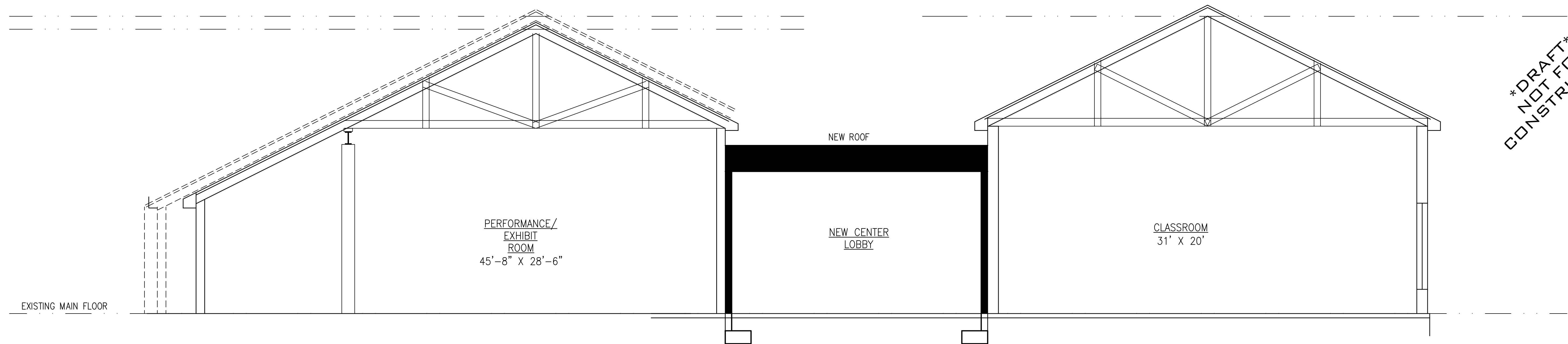
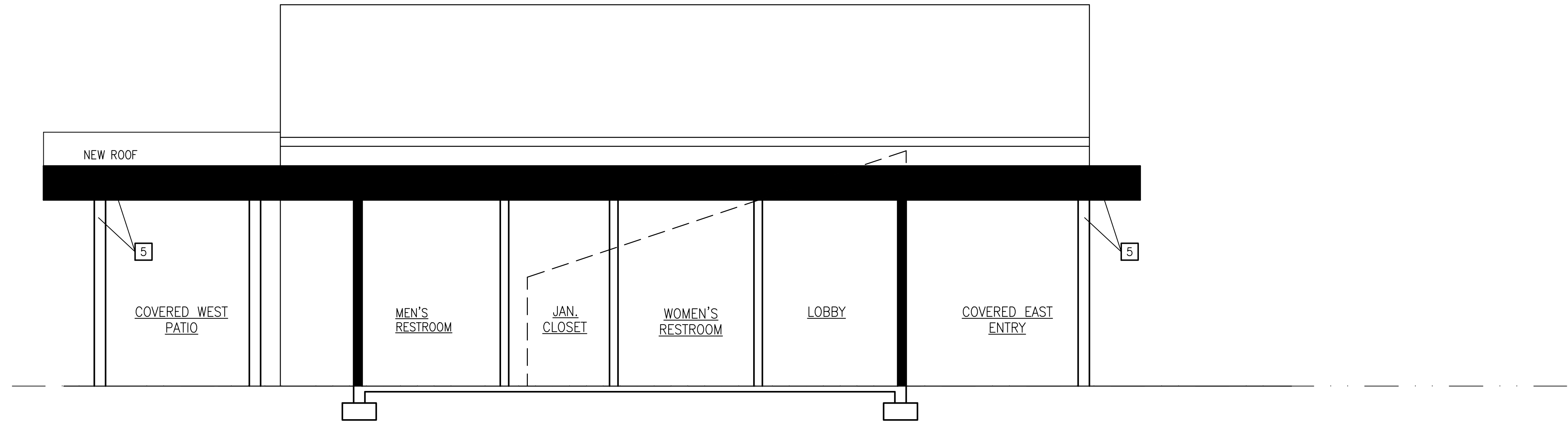
SCALE: 1/4"=1'-0" S



NEW EAST ELEVATION

SCALE: 1/4"=1'-0" E

DRAFT
NOT FOR
CONSTRUCTION



REAL ESTATE HOLD AGREEMENT

BETWEEN KANAB CITY AND THE KANE COUNTY CENTER FOR THE ARTS

THIS AGREEMENT RESERVING DEVELOPMENT RIGHTS ("Agreement") is made and entered into as of the ____ day of _____, 2025 (the "Effective Date"), by and between Kanab City, a municipal corporation and political subdivision of the State of Utah, having a business address at 26 N. 100 E., Kanab, Utah 84741 ("City" and "Owner"), and the Kane County Center for the Arts, a Utah nonprofit corporation, having a business address of 797 W. Willow Dr., Kanab, Utah 84741 ("KCCA" and "Developer") (collectively referred to as "Parties" and individually as "Party").

RECITALS

WHEREAS, the City owns certain real property encapsulating a full city block between 300 North and 405 North, and between Main Street and 100 East, identified as parcels K-C-3-1, K-10-Annex, and K-C-3-2 in the records of the Kane County Recorder, as well as the real property immediately adjacent to these roads (portions of which have been dedicated as public roads or become public roads by use, and portions that are undeveloped City property) (collectively considered "City Property");

WHEREAS, located towards the southeastern portion of the City Property is the location of the former Electric Plant, currently being used in a limited capacity for storage;

WHEREAS, the KCCA is interested in developing the former Electric Plant and approximately 1.5 acres of the City Property immediately adjacent to the former Electric Plant (identified as the "Electric Plant Property" or "Premises"), whose boundaries are yet to be defined, on terms as specified herein;

WHEREAS, the KCCA desires to develop a Performing Arts Center on the Electric Plant Property, which will include an art exhibit space, a 500-seat performing arts auditorium, classroom and meeting spaces, a parking lot, and an art walk/healing garden to serve the community and enhance cultural experiences in Kane County;

WHEREAS, the KCCA intends to honor local history by remodeling existing structures and constructing new facilities, ensuring accessibility, beauty, and cultural enrichment for residents and visitors; and

WHEREAS, the City is willing to hold the Electric Plant Property for a specified period to allow the KCCA to meet the necessary milestones outlined herein and prepare for a long-term lease agreement with the City;

WHEREAS, as a result of the Kanab City Council's consideration and determination, the City concludes that the terms, conditions, and adoption of this Agreement will promote the health, safety, prosperity, security, and general welfare of the inhabitants and taxpayers of the City.

THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The recitals are incorporated into this Agreement by reference.
2. **PURPOSE AND USE.** The Property shall be reserved and held for the KCCA, for the purpose of planning and developing a Performing Arts Center as envisioned by the KCCA.
 - (a) The anticipated Performing Arts Center will serve as a hub for community engagement through arts and education, featuring spaces for art exhibits, live performances, educational workshops, and public events.
 - (b) During the Hold Period, the KCCA shall not make any changes or improvements to the Property without the prior written consent of the City.
 - (c) Access to the Property for planning and design activities will be granted only with prior permission from the City Manager or his authorized agent.
 - (d) The City may continue to use and maintain the Property during the Hold Period, including making improvements thereto, as long as such usage and maintenance do not unreasonably interfere with the planning and development activities of the KCCA and the purpose of establishing a Performing Arts Center. [I.e., this Agreement is non-exclusive during the Hold Period.]
3. **TERM OF HOLD.** The "Hold" refers to the City's commitment to reserve the Electric Plant Property for the KCCA's planning and development activities related to the proposed Performing Arts Center. During this period, the City agrees not to sell, transfer, or otherwise encumber the Property in a manner that would interfere with the KCCA's ability to meet its obligations under this Agreement. The Hold Period shall be for five (5) years, commencing on the date of execution of this Agreement (the "Hold Period").
4. **OBLIGATIONS OF THE KCCA.** The KCCA agrees to meet the following milestones during the Hold Period:
 - (a) **Annual Updates.** The KCCA shall provide annual written updates to the City detailing progress, including funding status, design development, and any other relevant activities. Updates shall include plans for engaging local and national grant opportunities, collaborations with local entities, and detailed progress reports on fundraising and design efforts.
 - (b) **Preliminary Design.** A preliminary design for the Performing Arts Center shall be submitted to the City within two (2) years from the commencement of this Agreement. The design should include architectural concepts for all proposed spaces, including the auditorium, exhibit areas, classrooms, and outdoor features like the art walk and healing garden.
 - (c) **Coordination.** The KCCA shall coordinate with the City on the design of structures, improvements, and features. The Parties will work in good faith to determine the Property boundaries. The KCCA will provide the City with the opportunity to give meaningful input and make a good-faith effort to incorporate input from the City in the planning and designing process.
 - (d) **Final Concept.** A finalized concept and comprehensive plan for the Performing Arts Center, including architectural and engineered renderings, shall be submitted prior to the

expiration of the Hold Period. This plan must demonstrate alignment with community needs and include projected timelines for construction phases.

- (e) **Funding Milestone.** The KCCA shall secure one hundred percent (100%) of the funding required for Phase 1 and provide a financial plan showing the ability to cover operations and maintenance of the project before the City will consider entering into a long-term lease agreement. Funding may include grants, donations, and other non-City financial resources.

- 5. **CITY CONTRIBUTIONS.** The City may provide in-kind contributions to the project, such as assistance with site preparation or infrastructure support, subject to approval by the Kanab City Council. The City shall not be obligated to provide any financial support in the planning or development of the Performing Arts Center.
- 6. **CONDITION OF PROPERTY.** The Property and any structures thereon are provided "as is," and the City makes no representations or warranties regarding their condition. The KCCA accepts full responsibility for conducting any necessary inspections or assessments to determine the suitability of the Property for its intended use.
- 7. **Maintenance and Repair.** The City will keep and maintain the Property in good, reasonably clean, and sanitary condition during the Hold Period. The City shall not be required to repair or improve the Property beyond the current status, as of the Effective Date. The KCCA shall be responsible to make all repairs to the Property, fixtures, appliances, and equipment therein that may have been damaged by KCCA's misuse, waste, or neglect, or related to the planning and designing of the Performing Arts Center. The KCCA shall promptly notify the City in writing of any damage, defect, or destruction of the Premises.
- 8. **PROHIBITED ACTIVITIES.** The KCCA shall not make any alterations, improvements, or changes to the Property during the Hold Period without the City's approval and written authorization. Any significant alterations, development, or exclusive usage of the Property shall require an executed lease agreement.
- 9. **HOLD HARMLESS AND INDEMNIFICATION.** The KCCA agrees to indemnify, defend, and hold Kanab City, its officers, employees, and agents harmless from and against any and all claims, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising from or related to the KCCA's use of the Property, the performance of its obligations under this Agreement, or any act or omission of the KCCA, its employees, contractors, or agents.

The City shall give written notice of any claim, demand, action, or proceeding which is the subject of the KCCA's hold harmless and indemnification obligation as soon as practicable after the assertion or commencement of the claim, demand, action, or proceeding. If any such notice is given, the KCCA shall be entitled to participate in the defense of such claim. Each Party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

- 10. **DEFAULT OR BREACH.**

- (a) Upon the happening of one (1) or more of the following events or conditions the Owner or the City, as applicable, shall be in default or breach ("Default") under this Agreement:
 - i. A warranty, representation, or statement made or furnished by the KCCA under this Agreement is intentionally false or misleading in any material respect when it was made;
 - ii. A determination by the City made upon the basis of substantial evidence that the KCCA has not complied in good faith with one (1) or more of the material terms or conditions of this Agreement; or
 - iii. Any other event, condition, act, or omission, either by the City or the Owner, (i) violates the terms of, or (ii) materially interferes with the intent and objectives of this Agreement.
- (b) Upon the occurrence of Default, the non-defaulting party shall give the other party thirty (30) days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty (30) days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes action to begin curing such Default with such thirty (30) day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty (30) days or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the actions outlined in the Remedies provision included herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.
- (c) Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a Default.

11. REMEDIES.

- (a) The KCCA agrees not to initiate or support any legal action against the City arising from this Agreement.
- (b) Any dispute or allegation of default relating to this Agreement shall first be noticed and negotiated between the Parties.
- (c) If the dispute or alleged default persists, a Party may terminate the Agreement or request the matter be submitted to mediation. The Parties must agree before any medication settlement is binding. The Parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation.
- (d) The exclusive remedies under this Agreement shall be non-monetary and include termination of the Agreement or specific performance.

- (e) The Parties hereto agree to bear their own legal fees and costs arising out of or related to the negotiation and documentation of this Agreement. In the event of any litigation between the Parties arising out of or related to this Agreement, the prevailing Party shall not be entitled to an award of reasonable court costs, including reasonable attorney fees. In the event that a dispute over or relating to the terms of this Agreement is resolved short of a final contested decision by a court of competent jurisdiction, the Parties shall cover their or its own costs, including reasonable attorney fees, whether incurred in litigation or otherwise. The Parties agree that an advisory opinion rendered by a representative of the Utah Property Rights Ombudsman, while potentially helpful in reaching a resolution to a dispute between the Parties, shall not be considered grounds for awarding attorney fees, civil fines, or penalties, nor consequential damages.
- (f) This provision shall survive the termination of this Agreement.

- 12. **Governmental Immunity.** The City is a governmental entity under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 et seq. (the "Immunity Act"). The City does not waive any defenses or limits of liability available under the Immunity Act and other applicable laws. The KCCA agrees and stipulates to the City maintaining all privileges, immunities, and other rights granted by the Immunity Act and all other applicable laws. Nothing in this Agreement should be interpreted as a waiver of the City's privileges, immunities, and other rights granted by the Immunity Act and all other applicable laws.
- 13. **NON-MONETARY NATURE.** This Agreement does not create or confer any monetary value or financial obligations on the City. The Parties agree that this is a non-monetary agreement intended to provide a framework for collaboration.
- 14. **THIRD-PARTY RESTRICTION.** No third party shall be granted any rights, benefits, or involvement in this Agreement without the prior written consent of both the City and the KCCA.
- 15. **CITY USE OF PROPERTY.** The City retains the right to use the Property for any lawful purpose during the Hold Period, provided that such use does not unreasonably interfere with the KCCA's planning activities.
- 16. **LEASE AGREEMENT.** Upon successful completion of the milestones outlined in Section 4, the City anticipates entering into a long-term lease agreement with the KCCA. While State law does not allow the City to dictate and bind a future City Council to a legislative decision (i.e., approval of a lease agreement), the Parties shall negotiate the terms of the lease agreement in good faith. The anticipated lease terms shall include:
 - (a) An initial lease term of thirty (30) years, with options for five (5) year renewals.
 - (b) Permission for the KCCA to make structural, interior, and exterior improvements to the Property, subject to the terms of the lease.
 - (c) Responsibility for all costs and liabilities associated with the development of the Property and operation of the Performing Arts Center.
- 17. **TERMINATION.**

- (a) This Agreement shall automatically terminate if the KCCA fails to meet any of the milestones outlined in Section 4, unless automatic termination is waived in writing by the City.
- (b) The KCCA may terminate this Agreement at any time if it determines that the project is not feasible by providing written notice of termination to the City. Upon termination, the City may reclaim the Property for other development purposes.
- (c) In the event the KCCA fails to meet the milestones outlined in Section 4, or if the KCCA chooses to terminate this Agreement due to project infeasibility, the City may reclaim the Property for other development purposes.
- (d) The City reserves the right to terminate this Agreement at any time if it determines that the KCCA's actions, inactions, or progress are inconsistent with the terms and intent of this Agreement, or if the City identifies a more pressing public need for the Property. Termination by the City shall require written notice to the KCCA with a minimum thirty (30) days' notice prior to the effective termination date.

18. **NOTICES** All notices, demands, approvals, or communications required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, return receipt requested, or by electronic mail with confirmation of receipt, to the following addresses:

(a) **TO THE CITY:**

Kanab City
Attn: City Manager
26 North 100 East
Kanab, Utah 84741
Email: kludwig@kanab.utah.gov
Phone: (435) 644-2534

(b) **TO THE KCCA:**

Kane County Center for the Arts
Attn: _____

Email: _____
Phone: _____

Upon prior agreement or acknowledgment of the Parties, notice may be provided by electronic mail if receipt of the notice provided thereof is confirmed by the receiving party.

19. **ELECTRONIC TRANSMISSION AND COUNTERPARTS.** Electronic transmission of a signed copy of this Agreement, any addenda, and counteroffers, and the retransmission of a signed copy shall be the same as delivery of an original. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. **MISCELLANEOUS.**

- (a) Nothing in this Agreement shall be interpreted as granting the KCCA any exclusive right, privilege, or option to purchase the Property nor to possession, use, or any form of ownership in the assets and fixtures located at or within the Property, be they affixed or unaffixed.
- (b) This Agreement shall be governed by the laws of the State of Utah.
- (c) All provisions of State Law and the City ordinances shall be applicable to the development of the Property, except to the extent this Agreement is more restrictive or modifies the applicability of one or more City ordinances.
- (d) This Agreement does not exempt nor override any procedure, process, necessary approvals, design standards, provision of applicable State law, building code, fire code, or Kanab City ordinance (e.g., General, Land Use, and Subdivision) except where specifically outlined in this Agreement, and as permitted by law.
- (e) The Parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The Parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If the City's approval of the development of the Property is held invalid by a court of competent jurisdiction, this Agreement shall be null and void.
- (f) Time shall be of the essence with respect to the duties imposed on the Parties under this Agreement. Unless a time limit is specified for the performance of such duties each Party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.
- (g) The City and the KCCA agree that this Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements.
- (h) This Agreement may not be modified except in writing, signed by both parties.
- (i) This Agreement may not be assigned by the KCCA to another person, agency, or entity, in whole or in part, without the prior written consent of the City.
- (j) The Parties acknowledge that this Agreement has been negotiated and prepared in an arms-length transaction and that all Parties have been deemed to have drafted this Agreement and this Agreement shall not be interpreted against any Party as the draftsman.
- (k) The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions.

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

22. **Authority of Signers.** Each Party executing this Agreement represents and warrants his or her authority to do so and to bind the legal entity to which he or she represents.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above Effective Date.

KANAB CITY:

By: _____

Name: _____

Title: Mayor

KANE COUNTY CENTER FOR THE ARTS:

By: _____

Name: _____

Title: Authorized Representative

Mayor
Colten Johnson
City Council
Arlon Chamberlain
Steven Shrope
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: February 10, 2026
TO: Mayor and City Council
SUBJECT: Special Events Ordinance Update
PREPARED BY: Kyler Ludwig, City Manager

Background:

Kanab City has experienced increasing demand for both community-based and private special events. Historically, Section 9-06 of the Business Licenses and Regulations Ordinance permitted only nonprofit-sponsored events, with for-profit events reviewed on a case-by-case basis. This approach lacked clear standards and created inconsistencies in the permitting process.

To address these issues, a comprehensive rewrite of Section 9-06 was proposed and presented at the City Council meeting on October 14, 2025. A public hearing was held during that meeting, where staff introduced a tiered permitting framework designed to improve clarity, consistency, and legal defensibility, while also encouraging public events within the city.

During the public hearing, concerns were raised regarding the potential cost and insurance requirements for small-scale event organizers. Following Council discussion, a unanimous vote was taken to postpone further consideration of the ordinance.

Analysis:

The proposed update to the special events ordinance creates a more structured process for special event permitting. The ordinance introduces a tiered system based on the size and impact of events, with smaller events subject to fewer requirements and larger events requiring more coordination and review. It clarifies definitions for different event types and outlines where and how events may be held within the city.

The draft ordinance address insurance, neighborhood notification, fee waivers, enforcement, and appeals. Overall, the intent is to balance public access to spaces with the growing demand for organized events that support tourism, community engagement, and economic activity, while minimizing negative impacts on neighborhoods and city resources.

— A Western Classic —

Mayor

Colten Johnson

City Council

Arlon Chamberlain

Steven Shrope

Chris Heaton

Boyd Corry

Peter Banks

City Manager

Kyler Ludwig

City Attorney

Kent Burggraaf

City Recorder

Celeste Cram

City Treasurer

Danielle Ramsay

Legal:

Approved as to form

Financial:

Fees associated with special events are outlined in the City's Consolidated Fee Schedule and are intended to help recover the cost of processing and supporting events. Fee waivers may be granted for government entities by the City Manager, while waivers for nonprofits or private groups must be approved by the City Council.

Recommendations/Actions:

It is recommended that the City Council:

1. Review the revised draft of the ordinance amending Section 9-06 – Special Events.
2. Provide feedback on any remaining concerns or desired changes.
3. Consider a motion to adopt Ordinance No. 2-__-26-O amending the Kanab City General Ordinances.

Attachments:

Proposed Ordinance

Redline Changes Chapter 9

– A Western Classic –

Section 9: BUSINESS LICENSES AND REGULATIONS

- 9-01 General Business License Process
- 9-02 General Fees & Time Periods
- 9-03 Solicitors
- 9-04 Mass Gatherings
- 9-05 Special Sales Events and Promotions
- 9-06 Special Events
- 9-07 Seasonal Businesses
- 9-08 Alcoholic Beverage Control
- 9-09 Construction Permits
- 9-10 Offensive Businesses and Facilities
- 9-11 Short Term Rental Property

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9-01 General Business License Process

- 9-01-010 Penalty for No License
- 9-01-020 Business Definition
- 9-01-030 City License Officer's Powers and Duties
- 9-01-040 License Denial or Revocation
- 9-01-050 License - Application - Issuance
- 9-01-060 Content of License
- 9-01-070 No Transfer of License
- 9-01-080 Separate License for Branch Establishments
- 9-01-090 Hearing as to Classification
- 9-01-100 Exemptions
- 9-01-110 Qualifying for Exemptions
- 9-01-120 Civil Enforcement

9-01-010 Penalty for No License

It shall be a Class B Misdemeanor:

- (1) To engage in any activity or business regulated or licensed under the provisions of this Section without a valid license therefor; or
- (2) To otherwise violate any provision of this Section.

9-01-020 Business Definition

To engage in any activity or business means:

- (1) operating, keeping, conducting, or maintaining a vacation rental dwelling;
- (2) sale of tangible personal property at retail or wholesale;
- (3) manufacturing of goods; or
- (4) rendering of services to others for consideration (i.e., something of value), and includes (as examples, and not by way of limitation): retail merchants; persons engaged in trades and crafts; professionals, including doctors, lawyers, accountants, and dentists; contractors; banks; savings

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and loan associations; and real estate agents. The act of employees rendering services to employers shall not be included in such terms unless otherwise specifically prescribed.

9-01-030 City License Officer's Powers and Duties

(1) The City Recorder is the City License Officer. The City License Officer shall issue licenses in the name of the City to all persons qualified under the provisions of this Section, shall collect all license fees based upon the rate established by this Section, and shall remit all license fees collected to the City Treasurer. While the City License Officer may disclose business names and locations as public information, all other information furnished to or secured by the City License Officer under the authority of this Section shall be kept in strict confidence, shall not be subject to public inspection, and shall be kept in such a manner as to prevent disclosure to persons other than those charged with the administration of this Section except as otherwise provided by law. He or she shall enforce all provisions of this Section, and shall cause to be filed complaints against all persons violating any of the provisions of this Section. The City License Officer shall have the power, directly or through his or her appointed agents, to:

- A. Adopt forms - Adopt all forms and prescribe the information required therein as to all matters relevant for the issuance of a license hereunder.
- B. Investigation - Investigate and determine the eligibility of any applicant or licensee either at the time of issuance of a license or at any reasonable time after its issuance in such manner as may be reasonable and necessary for the proper administration and enforcement of this Section. The Chief of Police, the Fire Marshall, and their authorized officers and deputies are authorized and declared to be investigators for the City License Officer upon request of the latter.
- C. Inspection of Premises and Records - Inspect prospective or existing places of business to ensure compliance with building, zoning, safety, and health codes, and request production by the applicant or licensee

Section 9: BUSINESS LICENSES AND REGULATIONS

of documents which will verify the number of employees or other information relevant under this Section. The Officer shall utilize the investigators referred to in sub-paragraph B, above, for the purpose of the inspections provided for herein.

- D. Give Notice - Notify any applicant of the acceptance or rejection of his or her application and, in the event of rejection, upon request of the applicant, state in writing the reasons for such rejection; notify a licensee of any infraction of City zoning, building, fire or health codes disclosed by the inspection provided herein, together with notice of the revocation by the City License Officer of the license unless correction of the infraction is effected within five days after such notification.
- E. Request Enforcement - Request the City Attorney to file a complaint against any applicant or any licensee who conducts a business in violation of this Section.
- F. Good Standing of Applicant or Licensee - Determine that the applicant or licensee is not in default under the provisions of any City ordinance, or indebted or obligated in any manner to the City or the utilities operated by it; nor is the applicant in violation of any City zoning regulations by reason of the condition of business premises or the use to be made thereof.

(2) In the event the City License Officer has not fulfilled his or her duties in regards to issuing the license at the time the applicant or licensee pays for a license or renewal thereof, the City Treasurer may issue a receipt for the money paid but it shall not be construed as the approval of the City License Officer for the issuance of the License, nor shall it entitle or authorize the applicant to open or maintain any business until such times as the license itself has been issued to him.

9-01-040 License Denial or Revocation

The City may deny, suspend, or revoke a license if the applicant:

- (1) Has obtained a license by fraud or deceit;

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- (2) Has failed to pay personal property taxes or other required taxes or fees imposed by the City; or
- (3) Has violated the laws of the State of Utah, the United States Government, or the ordinances of the City governing operation of the business for which the applicant is applying for the license.

9-01-50 License - Application - Issuance

- (1) All applications for a business license, except as otherwise provided in this code, shall be made in writing to the City License Officer.
- (2) All licenses shall be approved and signed by the City License Officer or its designee. The City License Officer shall file all applications for license with accompanying statements and bonds, and shall keep an alphabetical list of licenses issued, stating the number, name, licensing time frame, place and kind of business, and the amount paid, with such remarks as may be considered necessary.
- (3) All business license issuances shall be subject to a fire inspection to ensure compliance with applicable fire codes and regulations.
 - A. Inspection Options:
 - i. The City may conduct a fire inspection, subject to a fee as outlined in the Kanab City Consolidated Fee Schedule.
 - ii. Applicants may elect to perform a self-inspection and certify their compliance with fire code requirements, using forms and guidelines provided by the City.
 - B. Regardless of the inspection method selected, the City reserves the right to conduct fire inspections at any time to verify compliance and ensure the safety and welfare of residents.

9-01-060 Content of License

Every license issued shall specify, by name, the person to whom it is issued and shall designate the particular place at which the business is to be carried on. No license granted or issued under any of the provisions of this Section shall be in any manner assignable or transferable, or authorize any other person than is therein mentioned and named to do business, or

Section 9: BUSINESS LICENSES AND REGULATIONS

authorize any other business than is therein mentioned or named to be done or transacted, or the business therein mentioned or named to be done or transacted at any place other than is therein mentioned or named, unless specifically authorized herein.

9-01-070 No Transfer of License

A business license issued hereunder shall not be transferable to a new owner of any licensed business, or to a new entity owning or operating such business, wherein the previous licensee is not the owner of a majority interest in the new entity. An existing license may be transferred from one location to another, where the business is operated at a fixed location, only after obtaining approval of the City License Officer, having a new license issued indicating the new location, and paying an additional fee in accordance with the Kanab City Consolidated Fee Schedule as well as a fee for a fire inspection of the new premises. The City License Officer shall not approve the transfer of a license to a new location operated by the same licensee where the basic type of business in which he shall engage is changed from his former business. Upon the termination of business, the expiration of a license year, or the revocation of a license, the previous license permit shall be destroyed.

9-01-080 Separate License for Branch Establishments

A separate license must be obtained for each branch established or each separate place of business in which the business activities of a licensee are carried on, except that warehouses and distributing plants from which no retail or public trade is conducted used in connection with or incidental to a business licensed under the provisions of this Section shall not be deemed to be separate places of business or branch establishments.

9-01-090 Hearing as To Classification

In the event the City License Officer determines that a business falls within a category that requires additional regulation, fees, or processing steps, an

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applicant may contest such classification by submitting a notice of appeal in accordance with the process and procedures outlined in Chapter 3 of the Kanab City Land Use Ordinance.

[*See also*, Kanab City Land Use Ordinance, Chapter 15-8, Classification of New and Unlisted Business Uses. If the adverse decision relates to a new or unlisted business in the land use table of the zone in which the applicant desires to operate a business, then the procedure outlined in Chapter 15-8 must be followed.]

9-01-100 Exemptions

Unless otherwise provided in this Section, the provisions of this Section shall not be construed to require a business license for:

- (1) an activity which is conducted, managed, or carried on wholly for charitable, religious, or other non-profit purposes from which profit is not derived, directly or indirectly by any person. Qualification under the federal tax laws for non-profit status shall be prima facie evidence that a person has the charitable, religious, or non-profit purposes described above.
- (2) Any person selling surplus household goods or furnishings at a private residence in the garage or yard, if such sales are held in accordance with the applicable requirements and frequency set in the municipal code.
- (3) Any individual who is under 18 years of age.

9-01-110 Qualifying for Exemptions

With respect to exemptions from business license requirements claimed because of charitable, religious or other nonprofit status, the person claiming the exemption shall have the burden of establishing that exemption.

9-01-120 Civil Enforcement

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Section 9: BUSINESS LICENSES AND REGULATIONS

Upon receipt of a report of the violation of this Section or of any other law or ordinance of the City, or of failure by a licensee or applicant to verify information or produce documents upon request, the City License Officer shall issue to the licensee a notice of the alleged violation, along with the manner in which the licensee can correct the violation if applicable. If the licensee refuses or is unable to correct the violation, or if the violation automatically revokes the license, the City License Officer shall also send a notice with a request that the licensee appear at a hearing at a date and time set forth in the notice, which date shall be not less than five (5) and not more than thirty (30) days after the date of the notice. In the event the City License Officer receives a sworn statement outlining specific facts showing the alleged violation is a threat to the safety, health, or welfare of any specific person or the public, the notice may also contain a provisional order to comply, in writing. The provisional order shall require compliance, or arrangements with the City Officer for such compliance, upon service of the order. The notice shall be personally served upon the person, his or her agent, or employee. In the event service cannot be obtained upon the person doing business, or his agent or employee, a copy of such notice shall be affixed to some structure on the premises, and a copy shall be deposited in the United States mail addressed to the address contained on the license application. Upon such hearing before the City Council, the City License Officer and the licensee shall have the right to call witnesses, present evidence, and make statements. If the City Council finds that a violation of the license ordinance, City ordinances, license conditions, or other laws has occurred, the City Council shall declare the business license suspended until compliance is made or revoked because of the violation. Within 30 days of a decision, the City Council shall put in writing its findings in support of its decision. Upon revocation of a license, the licensee shall summarily cease business and close the premises upon which the business was operated. The City Attorney shall institute a civil suit at the request of the City License Officer to enjoin the operation of any business being operated without the license required hereunder, and he or she shall also commence suit to collect the amount of any unpaid amount, the payment of which is required hereunder, if it cannot be collected by other means. This subsection does

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not preclude the City's option of pursuing criminal charges against the licensee.

9-02 General Fees & Time Periods

- 9-02-010 General Business License Fee
- 9-02-020 Fee Payments and Prorations
- 9-02-030 Late Penalties
- 9-02-040 Expiration of Licenses
- 9-02-050 Year-End Fee Adjustment
- 9-02-060 Rebate of Fee

9-02-010 General Business License Fee

Fees for business licenses and inspections are set in the Kanab City Consolidated Fee Schedule.

"Number of Employees" shall be the average number of employees engaging in the furtherance of the licensee's business from a base within the city during each regular working day of the preceding calendar year. In the computing of such number, a part-time or seasonal employee shall be counted as that fraction formed by using the total amount of hours regularly worked by the part-time employee in the year as the numerator and the number 2016 as the denominator. The fractional numbers for such part-time or seasonal employees shall be cumulated for the determination of the total number of employees. Any fractional balance after such accumulation shall be considered an additional employee.

9-02-020 Fee Payments and Prorations

All license fees shall be paid in advance at the office of the City Treasurer. Annual license fees shall be due and payable on the first day of April of each year. The license fee of any business commenced after the beginning of the license period shall be prorated for the balance of the year remaining.

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9-02-030 Late Penalties

Any license fee due on April 1st that is paid later than April 30th of any license year shall be considered to be late, and a late penalty shall be assessed for each renewal or application submitted after April 30th and before June 1st of a license year. A license renewal application due on April 1st of a license year, which is not submitted until after June 1st of that year, shall pay an additional late fee.

9-02-040 Expiration of Licenses

All licenses shall expire on March 31st of each year, except those issued pursuant to a specific indicated time period.

9-02-050 Year-End Fee Adjustment

If an applicant or licensee discovers by the end of any license year that the number of employees utilized by him or her at the beginning of that license year to determine the amount of license fee payable was an improper estimate, and the business did in fact during the year employ more or less persons than the number used as a basis for that fee, an amended application for that year shall be filed on or before April 30th of the following year setting forth the actual number of employees during the license year just completed, and the license fee for the coming year shall be adjusted in accordance with the amended application. The City License Officer shall have the right to verify through inspection of the business's payroll and personnel records the accuracy of any amended application. This Section shall also apply to businesses starting up after the commencement of the license year, but on a prorated basis.

9-02-060 Rebate of Fee

No rebate or refund of any license fee or part thereof shall be made by reason of the non-use of such license or by reason of a change of location

General Ordinances

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or type of business rendering the use of such license ineffective, except in the following instances:

- (1) When a license fee is collected in error;
- (2) When a licensee has been prevented from enjoying the full license term due to death or physical incapacity to engage in business;
- (3) When a licensee is rendered unable to conduct business because he has entered the armed services of the United States; or
- (4) When the licensed business is destroyed by fire or other casualty through no fault of the licensee. In the event of the applicability of an exception, the rebate shall be prorated according to the number of days remaining in the license year after the occurrence of the event relied upon for a rebate.

9-02-70 Fee Waivers

Fee waivers do not change the requirements for businesses to have a business license and to comply with other applicable federal, state, and local laws and regulations. Businesses are eligible for a fee waiver if all business activities fall under the following criteria:

- (1) The business is a producer of unprocessed food grown on the producer's property, located within Kanab City limits or within fifty (50) miles of the City's limits, and generating less than 5,200 dollars per year in gross revenues. Unprocessed food includes fruits, vegetables, herbs, mushrooms, and flowers. This section does not apply to any producer who sells products that have been processed or altered in any way.
- (2) Any person with a Cottage Food Establishment permitted by the State of Utah generating less than 5,200 dollars per year in gross revenues.
- (3) Home occupation businesses that do not create an additional offsite impact. Examples of offsite impact include regular deliveries, client meetings, signage, utilization of off-street parking, storage of materials, and employment of people not living in the home.

[The dollar amounts in this section may be updated or adjusted in accordance with State law or the City's Consolidated Fee Schedule.]

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9-03 Solicitors

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9-03-010 Purpose

Residents of the City have an inalienable interest in their personal safety, well-being, and privacy in their residences, as well as their ability to provide or receive information regarding matters of personal belief, political or charitable activities, and goods and services lawfully in commerce. The City has a substantial interest in protecting the well-being, tranquility, personal safety, and privacy of its citizens, which includes the ability to protect citizens from unwanted intrusions upon residential property. The City also

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has a substantial interest in protecting citizens from fraud or otherwise unfair consumer sales practices as well as criminal activity.

There must be a balance between these substantial interests of the City and its citizens, and the effect of the regulations in this Section on the rights of those who are regulated. Based on the collective experiences of City officials derived from regulating business activity, protecting persons and property from criminal conduct, responding to the inquiries of citizens regarding door-to-door Solicitation, the experience of its law enforcement officers and those affected by door-to-door canvassing and solicitation, as well as judicial decisions outlining the boundaries of constitutional protections afforded and denied persons seeking to engage in door-to-door Solicitation, the City adopts this Subsection to promote the City's substantial interests in:

- (1) respecting citizens' decisions regarding privacy in their residences;
- (2) protecting persons from criminal conduct;
- (3) providing equal opportunity to advocate for and against religious belief, political position, or charitable activities; and
- (4) permitting truthful and non-misleading door-to-door solicitation regarding lawful goods or services in intrastate or interstate commerce.

The City finds that the procedures, rules, and regulations set forth in this Section are narrowly tailored to preserve and protect the City's interests referred to herein, while at the same time balancing the rights of those regulated.

9-03-20 No Other City License or Approval Required

- (1) Registered solicitors and persons exempt from Registration need not apply for or obtain any other license, permit, or registration from the City to engage in door-to-door solicitation.
- (2) Any business licensed by the City under another City Ordinance that uses employees, independent contractors, or agents for door-to-door solicitation in an effort to provide any tangible or intangible benefit to the

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Business shall be required to have such solicitors obtain a Certificate, unless otherwise exempt from registration.

(3) Those responsible persons or entities associated with registered solicitors need not apply for, nor obtain, any other license, permit, or registration from the City, provided they do not establish a temporary or fixed place of business in the City.

(4) Nothing herein is intended to interfere with or supplant any other requirement of federal, state, or other local government law regarding any license, permit, or certificate that a registered solicitor is otherwise required to have or maintain.

9-03-030 Definitions

For the purposes of this Chapter, the following definitions shall apply:

(1) **Advocating** means speech or conduct intended to inform, promote, or support a religious belief, political position, or charitable activities.

(2) **Appeals Officer** means the City's Appeal Officer or designee of the City responsible for receiving the information from the City and Appellant regarding the denial or suspension of a Certificate and issuing a decision as required by this Section and pursuant to the process and procedure outlined in Kanab City's Land Use Ordinance, Chapter 3.

(3) **Appellant** means the person or entity appealing the denial or suspension of a Certificate, either personally as an Applicant or registered Solicitor, or on behalf of the Applicant or registered solicitor.

(4) **Applicant** means an individual who is at least sixteen (16) years of age and not a corporation, partnership, limited liability company, or other lawful entity, who applies for a Certificate permitting door-to-door solicitation.

(5) **Application Form** means a standardized form provided by the City to an Applicant to be completed and submitted as part of registration.

(6) **B.C.I.** means an original or copy, dated no older than 180 days prior to the date of the Application, of either: (1) a Utah Department of Public Safety Bureau of Criminal Identification verified criminal history report personal to the Applicant; or (2) verification by the Utah Department of Public

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Safety Bureau of Criminal Identification that no criminal history rising to the level of a Disqualifying Status exists for the Applicant.

(7) **Business** means a commercial enterprise licensed by the City as a person or Entity under this Section, having a fixed or temporary physical location within the City.

(8) **Certificate** means a temporary, annual, or renewal Certificate permitting door-to-door solicitation in the City applied for or issued pursuant to the terms of this Section.

(9) **Charitable Activities** mean advocating by persons or Entities that either are, or support, a charitable organization.

(10) **Charitable Organization** includes any person, joint venture, partnership, limited liability company, corporation, association, group, or other entity:

A. that is:

- i. a benevolent, educational, voluntary health, philanthropic, humane, patriotic, religious, social welfare or advocacy, public health, environmental or conservation, or civic organization;
- ii. for the benefit of a public safety, law enforcement, or firefighter fraternal association; or
- iii. established for any charitable purpose; and

B. that is tax exempt under applicable provisions of the Internal Revenue Code of 1986 as amended, and qualified to solicit and receive tax-deductible contributions from the public for charitable purposes.

Charitable organization includes a chapter, branch, area, office, or similar affiliate, or any person soliciting contributions within the state for a Charitable Organization that has its principal place of business outside the City or State of Utah.

(11) **Competent Individual** means a person claiming or appearing to be at least eighteen (18) years of age and of sufficiently sound mind and body to be able to engage in rational thought, conversation, and conduct.

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(12) **Completed Application** means a fully completed Application Form, a B.C.I, two copies of the original identification relied on by the Applicant to establish proof of identity, and the tendering of fees.

(13) **Criminally Convicted** means the final entry of a conviction, whether by a plea of no contest, guilty, entry of a judicial or jury finding of guilt, which has not been set aside on appeal or pursuant to a writ of habeas corpus. The criminal conviction is that offense of which the Applicant or registered solicitor was convicted, without regard to the reduced status of the charge after completion of conditions of probation or parole, and charges dismissed under a plea in abeyance or diversion agreement.

(14) **Disqualifying Status** means anything specifically defined in this Section as requiring the denial or suspension of a Certificate, and any of the following:

- A. The Applicant or registered solicitor has been Criminally convicted of: (i) felony homicide, (ii) physically abusing, sexually abusing, or exploiting a minor, (iii) the sale or distribution of controlled substances, or (iv) sexual assault of any kind;
- B. Criminal charges currently pending against the Applicant or registered solicitor for: (i) felony homicide, (ii) physically abusing, sexually abusing, or exploiting a minor, (iii) the sale or distribution of controlled substances, or (iv) sexual assault of any kind;
- C. The Applicant or registered solicitor has been criminally convicted of a felony within the last ten (10) years;
- D. The Applicant or registered solicitor has been incarcerated in a federal or state prison within the past five (5) years;
- E. The Applicant or registered solicitor has been criminally convicted of a misdemeanor within the past five (5) years involving a crime of: (i) moral turpitude, or (ii) violent or aggravated conduct involving persons or property;
- F. A Final Civil Judgment has been entered against the Applicant or registered solicitor within the last five (5) years indicating that: (i) the Applicant or registered solicitor had either engaged in fraud, or intentional misrepresentation, or (ii) that a debt of the Applicant or registered solicitor was non-dischargeable in bankruptcy pursuant to 11 U.S.C. 523(a)(2), (a)(4), (a)(6), or (a)(19);

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- G. The Applicant or registered solicitor is currently on parole or probation to any court, penal institution, or governmental entity, including being under house arrest or subject to a tracking device;
 - H. The Applicant or registered solicitor has an outstanding arrest warrant from any jurisdiction; or
 - I. The Applicant or registered solicitor is currently subject to a protective order based on physical or sexual abuse issued by a court of competent jurisdiction.
- (15) **Door-to-Door Solicitation** means the practice of engaging in or attempting to engage in conversation with any person at a residence, whether or not that person is a competent individual, while making or seeking to make or facilitate a home solicitation sale, or attempting to further the sale of goods and or services.
- (16) **Entity** includes a corporation, partnership, limited liability company, or other lawful entity, organization, society, or association.
- (17) **Fees** means the cost charged to the Applicant or Registered Solicitor for the issuance of a Certificate and/or Identification Badge, which shall not exceed the reasonable costs of processing the application and issuing the Certificate and/or Identification Badge.
- (18) **Final Civil Judgment** means a civil judgment that would be recognized under state law as a judgment to which collateral estoppel would apply.
- (19) **Goods** means one or more tangible items, wares, objects of merchandise, perishables of any kind, subscriptions, or manufactured products offered, provided, or sold.
- (20) **Home Solicitation Sale** means to make or attempt to make a sale of goods or services by a solicitor at a residence by means of door-to-door solicitation, regardless of
- A. the means of payment or consideration used for the purchase;
 - B. the time of delivery of the Goods or Services; or
 - C. the previous or present classification of the Solicitor as a solicitor, peddler, hawker, itinerant merchant, or similar designation.
- (21) **No Solicitation Sign** means a reasonably visible and legible sign that states No Soliciting, No Solicitors, No Salespersons, No Trespassing, or words of similar import.

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(22) **Political Position** means any actually held belief, or information for, against, or in conjunction with any political, social, environmental, or humanitarian belief or practice.

(23) **Registered Solicitor** means any person who has been issued a current Certificate by the City.

(24) **Registration** means the process used by the City Licensing Officer to accept a completed application and determine whether or not a Certificate will be denied, granted, or suspended.

(25) **Religious Belief** means any sincerely held belief, or information for, against, or in conjunction with, any theistic, agnostic, or atheistic assumption, presumption or position, or religious doctrine, dogma, or practice regardless of whether or not the belief or information is endorsed by any other person or public or private entity.

(26) **Residence** means any living unit contained within any building or structure that is occupied by any person as a dwelling consistent with the zoning laws of the City, together with the lot or other real property on which the living unit is located. This does not include the sidewalk, public street, or public rights of way.

(27) **Responsible Person or Entity** means that person or entity responsible for providing the following to an applicant, registered solicitor, and the competent individual in a residence to whom a sale of goods or services is made or attempted to be made by means of a home solicitation sale:

- A. maintaining a state sales tax number, a special events sales tax number, computing the sales taxes owing from any sale of goods or services, paying the sales taxes, and filing any required returns or reports;
- B. facilitating and responding to requests from consumers who desire to cancel the sale pursuant to applicable contractual rights or law; and
- C. refunding any monies paid or reversing credit card charges to those persons who timely rescind any sale pursuant to applicable contractual rights or law.

(28) **Sale of Goods or Services** means the conduct and agreement of a Solicitor and the Competent Individual in a Residence regarding a particular

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Good(s) or Service(s) that entitles the consumer to rescind the same within three days under any applicable federal, state, or local law.

(29) **Services** means those intangible goods or personal benefits offered, provided, or sold to a Competent Individual of a Residence.

(30) **Soliciting or Solicit or Solicitation** means any of the following activities:

- A. Seeking to obtain Sales or orders for the exchange of goods, wares, merchandise or perishables of any kind, for any kind of remuneration or consideration, regardless of whether advance payment is sought;
- B. Seeking to obtain prospective customers to apply for or to purchase insurance, subscriptions to publications, or publications;
- C. Seeking to obtain contributions of money or any other thing of value for the benefit of any person or entity;
- D. Seeking to obtain orders or prospective customers for goods or services;
- E. Seeking to engage an individual in conversation at a Residence for the purpose of promoting or facilitating the receipt of information regarding Religious Belief, Political Position, Charitable Conduct, or a Home Solicitation Sale; or
- F. Other activities falling within the commonly accepted definition of Soliciting, such as hawking or peddling.

(31) **Solicitor or Solicitors** means a person(s) engaged in Door-to-Door Solicitation.

(32) **Submitted in Writing** means the information for an appeal of a denial or suspension of a Certificate, submitted in any type of written statement to the City offices by certified, registered, priority, overnight, or delivery confirmation mail, facsimile, email, or hand delivery.

(33) **Substantiated Report** means an oral, written, or electronic report:

- A. That is submitted to and documented by the City by any of the following:
 - i. A Competent Individual who is willing to provide law enforcement or other City employees with publicly available identification of their name, address, and any other reliable means of contact;

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- ii. City law enforcement or Licensing Officer; or
- iii. Any other regularly established law enforcement agency at any level of government;
- B. That provides any of the following information regarding a Registered Solicitor:
 - i. Documented verification of a previously undisclosed Disqualifying Status of a Registered Solicitor;
 - ii. Probable cause that the Registered Solicitor has committed a Disqualifying Status which has not yet been determined to be a Disqualifying Status;
 - iii. Documented, eye-witness accounts that the Registered Solicitor has engaged in repeated patterns of behavior that demonstrate failure by the Registered Solicitor to adhere to the requirements of this Chapter; or
 - iv. Probable cause that continued licensing of the Registered Solicitor creates exigent circumstances that threaten the health, safety, or welfare of any individuals or entities within the City.

(34) **Waiver** means the written form provided to Applicant by the City wherein Applicant agrees that the City may obtain a name/date of birth BCI background check on the Applicant for licensing purposes under this Section, and which contains Applicant's notarized signature.

9-03-040 Exemptions from This Subsection

The following are exempt from registration under this Subsection:

- (1) Persons specifically invited to a residence by a competent individual prior to the time of the person's arrival at the residence;
- (2) Persons whose license, permit, certificate, or registration with the State of Utah permits them to engage in door-to-door solicitation to offer goods or services to an occupant of the residence, and such state permit that specifically articulates that requiring a City permit or license is unlawful;

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(3) Persons delivering goods to a residence pursuant to a previously made order, or persons providing services at a residence pursuant to a previously made request by a competent individual;

(4) Persons advocating or disseminating information for, against, or in conjunction with, any Religious Belief, or Political Position, regardless of whether Goods, Services, or any other consideration is offered or given, with or without any form of commitment, contribution, donation, pledge, or purchase; and

(5) Persons representing a Charitable Organization. The charitable exemption shall apply to students soliciting contributions to finance extracurricular social, athletic, artistic, scientific, or cultural programs, provided that the solicitation has been approved in writing by the school administration and that such student solicitors carry a current picture student identification from the educational institution for which they are soliciting.

Those Persons exempt from registration are not exempt from the duties and prohibitions outlined in Sections 9-03-160, 9-03-170, 9-03-180, and 9-03-190 while advocating or soliciting.

9-03-050 Solicitation Prohibited

Unless otherwise authorized, permitted, or exempted pursuant to the terms and provisions of this Subsection, the practice of being in and upon a private residence within the City by solicitors, for the purpose of home solicitation sales or to provide goods or services, is prohibited and is punishable as set forth in this Section.

9-03-060 Registration of Solicitors

Unless otherwise exempt under this Subsection, all persons desiring to engage in Door-to-Door Solicitation within the City, prior to doing so, shall submit a Completed Application to the Licensing Officer and obtain a Certificate.

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9-03-070 Application Form

The Licensing Officer shall provide a standard Application Form for use for the Registration of Solicitors. Upon request to the Licensing Officer, or as otherwise provided, any person or Entity may obtain in person, by mail, or facsimile, a copy of this Application Form. Each Application Form shall require disclosure and reporting by the Applicant of the following information, documentation, and fee:

- (1) **Review of Written Disclosures.** An affirmation that the Applicant has received and reviewed the disclosure information required by this Subsection.
- (2) **Contact Information.**
 - A. Applicant's true, correct, and legal name, including any former names or aliases used during the last ten (10) years;
 - B. Applicant's telephone number, home address, and mailing address, if different;
 - C. If different from the Applicant, the name, address, and telephone number of the Responsible Person or Entity; and
 - D. The address by which all notices to the Applicant required under this Subsection are to be sent.
- (3) **Proof of Identity.** An in-person verification by the Licensing Officer of the Applicant's true identity by use of any of the following, which bear a photograph of said Applicant:
 - A. A valid driver's license issued by any State;
 - B. A valid passport issued by the United States;
 - C. A valid identification card issued by any State; and
 - D. A valid identification issued by a branch of the United States military. Upon verification of identity, the original identification submitted to establish Proof of Identity shall be returned to the Applicant.
- (4) **Special Events Sales Tax Number.** The Applicant shall provide a special events sales tax number for either the Applicant or for the Responsible Person or Entity for which the Applicant will be soliciting.
- (5) **Marketing Information.**

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- A. The Goods or Services offered by the Applicant, including any commonly known, registered, or trademarked names; and
 - B. Whether the Applicant holds any other licenses, permits, registrations, or other qualifications required by federal or state law to promote, provide, or render advice regarding the offered Goods or Services.
- (6) **BCI Background Check.** The Applicant shall provide:
- A. An original or a copy of a BCI background check as defined in 9-03-030 (F); and
 - B. A signed copy of a Waiver whereby Applicant agrees to allow the City to obtain a name/date of birth BCI background check on Applicant for purposes of enforcement of this Subsection.
- (7) **Responses to Questions Regarding a Disqualifying Status.** The Applicant shall be required to affirm or deny each of the following statements on the Application Form:
- A. Has the Applicant been Criminally Convicted of: (i) felony homicide, (ii) physically abusing, sexually abusing, or exploiting a minor, (iii) the sale or distribution of controlled substances, or (iv) sexual assault of any kind?
 - B. Are any criminal charges currently pending against the Applicant for: (i) felony homicide, (ii) physically abusing, sexually abusing, or exploiting a minor, (iii) the sale or distribution of controlled substances, or (iv) sexual assault of any kind?
 - C. Has the Applicant been Criminally Convicted of a felony within the last ten (10) years?
 - D. Has the Applicant been incarcerated in a federal or state prison within the past five (5) years?
 - E. Has the Applicant been Criminally Convicted of a misdemeanor within the past five (5) years involving a crime of: (i) moral turpitude, or (ii) violent or aggravated conduct involving persons or property?
 - F. Has a Final Civil Judgment been entered against the Applicant within the last five (5) years indicating that: (i) the Applicant had either engaged in fraud, or intentional misrepresentation, or (ii)

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that a debt of the Applicant was non-dischargeable in bankruptcy pursuant to 11 U.S.C. ' 523(a)(2), (a)(4), (a)(6), or (a)(19)?

- G. Is the Applicant currently on parole or probation to any court, penal institution, or governmental entity, including being under house arrest or subject to a tracking device?
- H. Does the Applicant have an outstanding arrest warrant from any jurisdiction? or
- I. Is the Applicant currently subject to a protective order based on physical or sexual abuse issued by a court of competent jurisdiction?

(8) **Fee.** The Applicant shall pay in accordance with the Kanab City Consolidated Fee Schedule.

(9) **Execution of Application.** The Applicant shall execute the Application Form, stating upon oath or affirmation, under penalty of perjury, that based on the present knowledge and belief of the Applicant, the information provided is complete, truthful, and accurate.

9-03-080 Written Disclosures

The Application Form shall be accompanied by written disclosures notifying the Applicant of the following:

- (1) The Applicant's submission of the application authorizes the City to verify information submitted with the completed application, including:
 - A. the Applicant's address;
 - B. the Applicant's and/or responsible person or entity's state tax identification and special use tax numbers, if any; or
 - C. the validity of the Applicant's proof of identity.
- (2) The City may consult any publicly available sources for information on the Applicant, including but not limited to databases for any outstanding warrants, protective orders, or civil judgments;
- (3) Establishing proof of identity is required before registration is allowed;
- (4) Identification of the fee amount that must be submitted by Applicant with a completed application.

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- (5) The Applicant must submit a BCI background check with a completed application.
- (6) To the extent permitted by State and/or federal law, the Applicant's BCI background check shall remain a confidential, protected, private record not available for public inspection.
- (7) The City will maintain copies of the Applicant's Application Form, proof of identity, and identification badge. These copies will become public records available for inspection on demand at the City offices, whether or not a certificate is denied, granted, or renewed.
- (8) The criteria for disqualifying status, denial, or suspension of a certificate under the provisions of this Section.
- (9) That a request for a certificate will be granted or denied within one business day of the submission of a completed application.

9-03-090 When Registration Begins

The Licensing Officer shall not begin the registration process unless the Applicant has submitted a completed application. The original identification submitted to establish proof of identity shall be returned after the Licensing Officer verifies the Applicant's identity. A copy of the identification may be retained by the Licensing Officer. If an original B.C.I. background check is submitted by the Applicant, the Licensing Officer shall make a copy of the B.C.I. and return the original to the Applicant.

9-03-100 Issuance of Certificates

The Licensing Officer shall review the completed application submitted by the applicant and issue a certificate if the following requirements have been met:

- (1) applicant's submission of a completed application;
- (2) applicant's submission of the required fee;
- (3) applicant establishes proof of identity;
- (4) the applicant's representations on the application form do not affirmatively show a disqualifying status;
- (5) the B.C.I. does not affirmatively show a disqualifying status; and

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(6) the applicant has not previously been denied a certificate by the City, or had a certificate revoked for grounds that still constitute a disqualifying status under this Subsection.

9-03-110 Certificate Form and Identification Badge

(1) **Certificate Form.** Should the Licensing Officer determine that the applicant is entitled to a certificate, the Licensing Officer shall issue a certificate to the applicant. The certificate shall list the name of the registered solicitor and the responsible person or entity, if any, and the date on which the certificate expires. The certificate shall be dated and signed by the License Officer. The certificate shall be carried by the registered solicitor at all times while soliciting in the City.

(2) **Identification Badge.** The City shall issue each registered solicitor an identification badge that shall be worn prominently on his or her person while soliciting in the City. The identification badge shall bear the name of the City and shall contain: (a) the name of the registered solicitor; (b) the address and phone number of the registered solicitor, or the name, address, and phone number of the responsible person or entity is provided; (c) a recent photograph of the registered solicitor; and (d) the date on which the certificate expires.

9-03-120 Maintenance of Registry

The Licensing Officer shall maintain and make available for public inspection a copy or record of every completed application received and the certificate or written denial issued by the City. The applicant's BCI background check shall remain a confidential, protected, private record not available for public inspection. The Licensing Officer may furnish to the head of the City's law enforcement agency a listing of all applicants, those denied, and those issued a certificate.

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9-03-130 Non-Transferability of Certificates

Certificates shall be issued only in the name of the applicant and shall list the responsible party or entity, if any. The certificate shall be non-transferable. A registered solicitor desiring to facilitate or attempt to facilitate home solicitation sales with different: (a) goods or services; or (b) a responsible person or entity, from those designated in the originally submitted completed application, shall submit a written change request to the Licensing Officer. A new certificate based on the amended information shall be issued for the balance of time remaining on the solicitor's previous certificate before the amendment was filed. Before the new certificate is given to the registered solicitor, the registered solicitor shall obtain a revised identification badge from the City, after payment of the fee for the identification badge.

9-03-140 Denial, Suspension, or Revocation of a Certificate

- (1) **Suspension or Revocation.** The City shall either suspend or revoke a
(1) certificate if the information submitted by the applicant when seeking
(1) a certificate is found to be incomplete or incorrect, or if the applicant
(1) has violated any part of this Subsection.
- (2) **Notice of Denial or Suspension.** Upon determination of the Licensing Officer to deny an applicant's completed application or to suspend a registered solicitor's certificate, the City shall cause written notice to be sent to the applicant or registered solicitor by the method indicated in the completed application. The notice shall specify the grounds for the denial or suspension, the documentation or information the City relied on to make the decision, the availability of the documentation for review by the applicant upon one (1) business day's notice to the City, and the date upon which the denial or suspension of the certificate shall take effect. It shall further state that the applicant or registered solicitor shall have ten (10) calendar days from the date of mailing by the City of the notice of denial or suspension to appeal the same. The denial or suspension of the certificate shall be effective no sooner than two (2) calendar days from the date the notice is sent, unless that suspension is because of exigent circumstances outlined in Section 9-03-030 (GG) (2) (D), in which case, the suspension is effective immediately.

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The denial or suspension shall remain effective unless and until the order is rescinded, overturned on appeal, or determined by a court to be contrary to equity or law. Failure to appeal the suspension of a certificate automatically results in its revocation.

9-03-150 Appeal

An applicant or registered solicitor whose certificate has been denied or suspended shall have the right to appeal following the City's appeal process and procedures outlined in the Kanab City's Land Use Ordinance, Chapter 3, except for those timelines and procedures outlined herein. Any appeal must be submitted by either the applicant, the responsible person or entity, or legal counsel for either who: (a) documents the relationship with the applicant or responsible person or entity; or (b) is licensed or authorized by the State of Utah to do so, and makes the assertion of an agency relationship. The following procedures and requirements shall apply:

- (1) A notice of appeal must be submitted in writing to the City Recorder with a copy to the License Officer within ten (10) calendar days of the decision from which the appeal is taken. Such appeal shall describe in detail the nature of the appeal, the action complained of, and the grounds for appeal.
- (2) Upon request of the applicant or registered solicitor, within one business day, the City will make available any information upon which it relied in making the determination to either deny or suspend the Certificate.
- (3) The Appeals Officer shall review, de novo, all written information submitted by the applicant or registered solicitor to the Licensing Officer, any additional information relied upon by the Licensing Officer as the basis for denial, suspension, or revocation, and any additional information supplied by the City, applicant, or registered solicitor. Any additional information submitted by any party to the appeal to the Appeals Officer shall be simultaneously submitted to the opposing party. If desired, any party shall have three (3) business days to submit rebuttal documentation to the Appeals Officer regarding the additional information submitted by the opposing party.
- (4) The Appeals Officer will render a decision no later than fifteen (15) calendar days from the date the appeal was received by the City, unless an

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extension of time is agreed upon by the parties. Included in that decision shall be written findings regarding the decision. In the event that any party to the appeal submits rebuttal information as allowed in Section 9-03-150(C), the fifteen (15) calendar days shall be extended to include the additional three (3) days for rebuttal.

(5) The denial or suspension of the certificate shall be reversed by the Appeals Officer if, upon review of the written appeal and information submitted, the Appeals Officer finds that the Licensing Officer made a material mistake of law or fact in denying or suspending the applicant or registered solicitor's certificate.

(6) If the written appeal and information submitted indicate that the Licensing Officer properly denied or suspended the certificate of the applicant or registered solicitor, the denial or suspension of the Certificate shall be affirmed and constitute a determination that the suspended certificate is revoked.

(7) The decision of the Appeals Officer shall be delivered to the applicant or registered solicitor by the means designated in the completed Application, or as otherwise agreed upon when the Appeal was filed.

(8) After the ruling of the Appeals Officer, the applicant or solicitor is deemed to have exhausted all administrative remedies with the City.

(9) Nothing herein shall impede or interfere with the applicant's, solicitor's, or City's right to seek relief in a court of competent jurisdiction.

9-03-160 Deceptive Soliciting Practices Prohibited

(1) No Solicitor shall intentionally make any materially false or fraudulent statement in the course of Soliciting.

(2) A Solicitor shall immediately disclose to the consumer during face-to-face Solicitation: (i) the name of the Solicitor; (ii) the name and address of the entity with whom the Solicitor is associated; and (iii) the purpose of the Solicitor's contact with the person and/or Competent Individual. This requirement may be satisfied through the use of the Badge and an informational flyer.

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(3) No Solicitor shall use a fictitious name, an alias, or any name other than his or her true and correct name.

(4) No Solicitor shall represent directly or by implication that the granting of a Certificate of Registration implies any endorsement by the City of the Solicitor's Goods or Services or of the individual Solicitor.

9-03-170 "No Solicitation" Notice

(1) Any occupant of a Residence may give notice of a desire to refuse Solicitors by displaying a "No Solicitation" sign which shall be posted on or near the main entrance door or on or near the property line adjacent to the sidewalk leading to the Residence.

(2) The display of such sign or placard shall be deemed to constitute notice to any Solicitor that the inhabitant of the Residence does not desire to receive and/or does not invite Solicitors.

(3) It shall be the responsibility of the Solicitor to check each Residence for the presence of any such Notice.

(4) The provisions of this Section shall apply also to Solicitors who are exempt from Registration pursuant to the provisions of this Subsection.

9-03-180 Duties of Solicitors

(1) Every person soliciting or advocating shall check each residence for any "No Soliciting" sign or placard or any other notice or sign notifying a solicitor not to solicit on the premises, such as, but not limited to, "No Solicitation" signs. If such sign or placard is posted, such solicitor shall desist from any efforts to solicit at the residence or dwelling and shall immediately depart from such property. Possession of a certificate of registration does not in any way relieve any solicitor of this duty.

(2) It is a violation of this Subsection for any person soliciting or advocating to knock on the door, ring the doorbell, or in any other manner attempt to attract the attention of an occupant of a residence that bears a "No Solicitation" sign or similar sign or placard for the purpose of engaging

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in or attempting to engage in advocating, a home solicitation sale, door-to-door soliciting, or soliciting.

(3) It is a violation of this Subsection for any solicitor, through ruse, deception, or fraudulent concealment of a purpose to solicit, to take action calculated to secure an audience with an occupant at a residence.

(4) Any solicitor who is at any time asked by an occupant of a residence or dwelling to leave shall immediately and peacefully depart.

(5) The solicitor shall not intentionally or recklessly make any physical contact with, or touch another person without the person's consent;

(6) The solicitor shall not follow a person into a residence without their explicit consent;

(7) The solicitor shall not continue repeated soliciting after a person and/or competent individual has communicated clearly and unequivocally their lack of interest in the subject, goods, or services of the solicitor;

(8) The solicitor shall not use obscene language or gestures.

9-03-190 Time of Day Restrictions

It shall be unlawful for any person, whether licensed or not, to solicit at a residence before 9:00 a.m. or after 9:00 p.m. Mountain Time, unless the solicitor has express prior permission from the resident to do so.

9-03-200 Buyer's Right to Cancel

In any home solicitation sale, unless the buyer requests the solicitor to provide goods or services without delay in an emergency, the seller or solicitor shall present to the buyer and obtain the buyer's signature to a written statement that informs the buyer of the right to cancel within the third business day after signing an agreement to purchase. Such notice of "Buyer's right to cancel" shall be in the form required by §70C-5-103, Utah Code Annotated, 1953, or a current version thereof or any State or Federal law modifying or amending such provision.

9-04 Mass Gatherings

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- 9-04-010 Rules Governing Temporary Mass Gatherings
- 9-04-020 Fees for Exhibitions, Concerts and Performances

9-04-10 Rules Governing Temporary Mass Gatherings

(1) "Temporary Mass Gathering" means an actual or reasonably anticipated assembly of 500 or more people, which continues or can reasonably be expected to continue for two or more hours per day, at a site for a purpose different from the designed use and usual type of occupancy. A temporary mass gathering does not include an assembly of people at a location with permanent facilities designed for that specific assembly, unless the designed occupancy levels are exceeded.

(2) All mass gatherings taking place within the incorporated area of Kanab City shall comply with the Utah Department of Health, Temporary Mass Gathering Sanitation Rule as adopted by the Southwest Public Health Department.

(3) No permit or license to so gather shall be issued unless the gathering has been approved by the Southwest Public Health Department; nor shall any "Owner" or "Operator" (as defined by the existing Southwest Public Health Department rule governing temporary mass gatherings) permit a "Temporary Mass Gathering" as defined by such rule to take place within the City or any part thereof, unless the gathering is in compliance with the rules or rules adopted by the Southwest Public Health Department.

(4) A license pursuant to this section shall not be issued until arrangements are made to conduct such activity on private property, and until liability insurance acceptable to the City in accordance with internal policies to protect and indemnify Kanab City against any loss or liability arising from such activity.

9-04-020 Fees for Exhibitions, Concerts and Performances

Individuals or groups putting on performances, exhibitions, concerts or other entertainment activities for which a fee is charged, either to the public or to the hiring entity, shall pay a license fee in accordance with the Kanab City Consolidated Fee Schedule each 24-hour period during which they

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present a public performance, concert or exhibition. If the group to be entertained consists of more than 300 persons, based upon seating capacity, number of tickets sold, or any other reasonable criteria, the license fee shall set through the Kanab City Consolidated Fee Schedule for each 24-hour period in which exhibitions, concerts, or performances are presented. This license shall be required of all performers and groups engaging in business within the City of Kanab, including musical aggregations, circuses, carnivals, rodeos, fight promoters, racing promoters, displays and exhibitions, live shows and entertainers of any kind. No fee shall be required for the license issued to any person or group in this category which is non-profit or which is raising funds exclusively for religious or charitable purposes.

9-05 Special Sales Events and Promotions

- (1) **Definitions:** A Special Sales Event or Promotion, hereby referred to as a Sales Event, is a commercial activity conducted by businesses currently operating within Kanab City. They may be conducted on or off-premise, on the public sidewalk, or on private or publicly owned parking lots.
- (2) **Permit Required:** No person shall operate a Sales Event without the required permit.
- (3) **Application:** Application must be made at least 48 hours prior to the Sales. Application is submitted to the Kanab City Police Department, which grants the permit.
- (4) **Permit:** The license shall state the dates of the event sale. The Sales Event shall not extend for more than 3 consecutive working days nor more than 4 times a year.
- (5) **License Fee:** None.
- (6) **Sales Event:**
 - A. Must be conducted in a commercial zone.
 - B. If extension cords are utilized, they must be outdoor rated and placed in a manner to not create a hazard.
 - C. Must be operated in a manner so as not to block traffic into or out of adjacent businesses or structures. Trucks and trailers may be used for

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storage of merchandise or inventory but may not be entered by the customer.

- D. Are limited to the use of one sign of 15 square feet or less. No other means of advertising, such as flashing lights, loud speakers, or calling out, are permitted. Permanent signs on trucks or semi-truck trailers are not considered part of the signage.
- E. Before a license is issued, the applicant must: If the event is off-premise from the original business location, the applicant must provide written evidence that restroom facilities for employees will be provided by another business within 300 feet and provide evidence that the owner of the premises upon which the event will be conducted has given approval to do so.

9-06 Special Events

- 1) Purpose: The purpose of this ordinance is to regulate temporary special events in Kanab City in a way that promotes community spirit, cultural enrichment, tourism, and economic development while ensuring the protection of public health, safety, welfare, and property. Regulations herein apply neutrally with respect to content, focusing strictly on time, place, and manner restrictions. This ordinance aims to provide clear, fair processes for the review, approval, and management of events conducted on public or private property that affect or may affect the City's resources, services, or infrastructure.
- 2) Definitions: For the purposes of this chapter, the following words and phrases shall be defined as set forth in this section:
 - a) Applicant: The individual event organizer and the organization responsible for the event and the payment of fees.
 - b) Athletic/Recreation Event: An organized competitive or recreational event in which a group of people collectively engage in a sport or form of physical exercise, including, but not limited to, running, jogging, walking, bicycling, or skating, racing, or fighting held on any public or private property, including events occurring at a venue

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specifically designed for the purpose of that sport or activity such as baseball/softball, soccer, tennis, pickleball, rodeo, etc.

- c) Camping: The temporary occupation or use of public or private property for the purpose of sleeping, lodging, or residing overnight in tents, recreational vehicles (RVs), campers, trailers, or other temporary shelters in connection with a special event. Camping may include the use of amenities such as campfires, generators, or sanitation facilities, and must be explicitly approved as part of the special event permit. Camping is only allowed in designated areas and must comply with applicable fire, health, and safety regulations, as well as any limitations imposed by the City or property owner.
- d) City Event: An event of any variety that is planned, organized, and operated by the City, whether directly or by contract with a third-party operator.
- e) City Partner Event: An event coordinated by a third-party organization in collaboration with Kanab City where the City provides significant financial, in-kind, or logistical support; the event aligns with official City goals or initiatives; and the partnership is formalized through a memorandum of understanding (MOU), agreement, or Council resolution. While not solely produced by the City, these events are recognized as serving a public purpose and may qualify for modified fee, insurance, or resource requirements as determined by the City Council or City Manager.
- f) City Sponsored Event: A special event for which the City Council or its designee has formally agreed to provide financial, in-kind, or other support or remuneration in exchange for the City's name and logo to be added as a sponsor of the event in all print, video, or internet publications, advertising, or signs. The use of the City's name or logo without sponsorship is prohibited. [A contribution of financial, in-kind, or other support or remuneration alone does not indicate an event is a City Sponsored Event.]
- g) Completed Application: An application will be considered complete when all information and documents necessary for review and approval have been provided to the City, including all application fees

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paid, site layouts, security plans, venue, and vendor information, etc. An insurance certificate and a facility use agreement are not required prior to review by the Events Review Committee, but shall be required prior to any permit being issued.

- h) Entertainment or Performance Event: A special event organized for the purpose of providing live or recorded amusement, artistic display, or cultural expression to an audience. This includes but is not limited to concerts, plays, recitals, dance performances, comedy shows, talent showcases, film screenings, or other live stage productions. Events may occur indoors or outdoors, with or without amplified sound, and may involve the construction of temporary stages, seating, or lighting. Entertainment or performance events typically require coordination of public safety, crowd management, and sound control measures.
- i) Event Tiers
 - i) Tier 1: Small neighborhood or private events with minimal City impact, fewer than 249 attendees, and a duration of four (4) hours or less. These events typically do not require street closures or City services beyond a basic facility reservation. If additional City services are requested or required—such as street closures, traffic control, amplified sound beyond standard limits, or public safety staffing—the event shall be reclassified as a Tier 2 event.
 - ii) Tier 2: Medium-scale public events such as local markets, community concerts, or fairs expecting 250 to 500 attendees. These may include minor city services, require traffic plans, and involve vendors, entertainment, or sound amplification.
 - iii) Tier 3: Large regional events such as festivals, races, or major concerts expecting more than 500 attendees. These typically require significant city coordination, traffic control, public safety presence, and infrastructure support.
- j) Fee Waiver: A decision by the City Council or its designee to waive some or all application fees or facility use fees requested by applicants for a special event. The grant of a fee waiver alone does not act as a sponsorship for the event. The City Manager is

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authorized to approve full or partial fee waivers for other governmental entities, including but not limited to school districts, county departments, and interlocal partners operating within Kane County.

- k) **Filming Event:** Any organized activity involving the recording of still or moving images on public property, or in a manner that affects public spaces, services, or traffic, for commercial or promotional purposes. This includes productions for television, motion picture, advertising, digital media, or professional content creation that requires the use of streets, parks, sidewalks, or other city-managed areas, or that impacts normal public access or city operations. This definition does not include casual or non-commercial filming or photography for personal use, such as family videos, student projects without city impact, or incidental social media content not requiring city services, equipment, or closures.
- l) **Market or Vendor Event:** An organized event primarily intended to create a sales marketplace for vendors to offer goods, products, crafts, services, or food to the public. Such events may include displays, exhibitions, farmers' markets, artisan or craft fairs, outdoor sales, tent sales, or similar activities, and may also incorporate entertainment, demonstrations, or food services incidental to the primary sales activity. Market or Vendor Events may occur on public or private property and must comply with applicable health, safety, and licensing requirements.
- m) **Parade/Moving Event:** A special event that involves the organized movement of people, vehicles, animals, or other elements along public streets, sidewalks, trails, or other public rights-of-way in a planned, scheduled manner. Parade Events may include processions such as marches, motorcades, fun runs, or ceremonial walks, and typically require traffic control, public safety coordination, or temporary closure of public access areas.
- n) **Permittee:** The "applicant," as defined herein, becomes a "permittee" upon approval and issuance of a special event permit. As the permit holder, a permittee becomes the sole proprietor and responsible

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party for the event, including all fees, insurance provisions, and violations.

- o) Person: Any individual, natural human being, partnership, corporation, firm, company, association, society, or group.
- p) Private Social Events: Invitation-only gatherings such as weddings, family reunions, or corporate parties. Private events may vary in size and impact and are categorized by Tier based on anticipated attendance.
- q) Special Event: An event which impacts the City, or may impact the City, by involving the use of or having an impact on public property or facilities, including rights-of-way, or which requires city licensing, land use approval, or services beyond the scope of normal business and/or special liquor regulations, requires the temporary deviation from the City's adopted ordinances, or creates public impact through bringing a group of people together in one or more locations for a limited period of time for a particular activity, including:
 - (i) Any athletic event, entertainment event, carnival, circus, dance, musical event, rodeo event, fighting event, racing event, live shows, fairs, concerts, or outdoor sales event, whether held for profit, nonprofit, or charitable purposes, held on public property within the city, other than specific venue events;
 - (ii) Any gathering event at any public park, public square, or other city property which uses more services, amusement devices such as stages, inflatable devices, temporary structures, tables, lighting, or equipment, whether provided by the City or a third party, than normally provided to groups which reserve park facilities or other city-owned facilities;
 - (iii) Use or creation of amplified sound;
 - (iv) Events on private property which are not consistent with the allowed uses of the property's zoning designation;

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- (v) Any event which requires an event permit or license from the Utah Department of Alcohol and Beverage Services, as set forth in Utah Code Title 32B, Chapter 9;
 - (vi) Filming Events involving commercial or promotional photography, video production, or media creation on public property or in a manner that affects city operations, services, or access;
 - (vii) Parade Events involving organized movement of people, animals, or vehicles along public rights-of-way, such as parades, marches, motorcades, ceremonial walks, or races that require traffic control or impact public access
- r) Sponsor: A person, group, or business that has contracted to provide financial or logistical support to any special event. The sponsor agreement may provide for advertising rights, product promotion, logo promotion, exclusivity of rights, products, or logos.
- s) Substantial Change: Any change to a previously held special event or new permit application which adds or requires:
 - (i) Additional security;
 - (ii) Amplified sound;
 - (iii) Sale of alcohol;
 - (iv) Additional participants changing the event tier, or more than 150 participants;
 - (v) Additional road closures or other encroachments;
 - (vi) Inclusion of artificial lighting or other aspects that present the potential for nuisance or impact to neighboring property owners;
 - (vii) Change of venue requested by the applicant; or
 - (viii) Additional burden on city resources, staff time, or operational capacity, including demands on public safety, sanitation, parks, or administrative functions.

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- t) Vendors: A person engaging in business at a permitted special event, city event, or city-sponsored event.
- u) Venue: The location or locations at which a special event is held, which may include the ingress and egress route, protest zones, or other affiliated areas as approved in the special event permit.
- 3) Permit Required: It is unlawful for any person, corporation, partnership, association, or other entity, public or private, to hold a special event without first obtaining a special event permit. Permits must include:
 - a) Contact and organizer information
 - b) Site plan
 - c) Security and traffic plan
 - d) Proof of insurance
 - e) State sales tax ID if applicable
 - f) Description of activities
 - i) Summary
 - ii) Amplified sound
 - iii) Alcohol
 - iv) Estimated attendance
 - v) Parking plan
 - vi) Public safety plan
 - g) Requested City services
 - h) Tier classification
 - i) Written authorization from the property owner authorizing the event to occur
 - j) Dates and Hours of Operation
 - k) Event map and traffic plan
 - l) Proof of business license
 - m) Acknowledgement of ordinance, waiver of liability, and commitment to comply with this ordinance.
- 4) Application Submission:
 - a) A completed electronic application on the city form (unless is a hard copy city form is approved and submitted), including the payment of application fees and the submission of corrected or additional information as required, shall be submitted to the City at least forty-

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five (45) calendar days, but no more than three hundred sixty-five (365) days, before the event is scheduled to take place in order to allow sufficient time to process the application, to review the preparation and setup of the event, for any inspection to occur, and to allow timely appeal in the event the application is denied. Complete applications shall be processed as outlined in this section, from the date of application, so long as the application submitted is complete and timely.

- b) If an application is determined to be incomplete or if substantial changes are made to an existing application or event, the forty-five (45) day deadline shall not begin until the application is resubmitted and determined to be a complete application. Applicants are strongly encouraged to submit a complete application for a special event permit well in advance of the forty-five (45) day application deadline.
- c) Applications for events that submit the application less than forty-five (45) calendar days prior to the scheduled event shall not be accepted. Applications for Tier 1 events may be accepted with a minimum of fourteen (14) calendar days' notice and submission, provided that the event does not require additional city services.
- d) The City shall issue a written decision for approved permits, which may require a use agreement, or shall issue a letter of explanation for denied applications, on all complete special event permit applications no less than ten (10) business days prior to the event. The City will make reasonable efforts to issue a written decision on Tier 1 events accepted after the forty-five (45) day deadline no later than five (5) calendar days prior to the scheduled event.
- e) Once received, completed applications for an event permit shall be forwarded to the Events Review Committee (ERC). The events review committee shall be composed of City staff and officials with relevant expertise necessary to evaluate the impact and requirements of special event applications. The ERC typically includes representatives from the following areas: City Council, Risk Management, Legal, Police, Fire, Community Development, Parks, Facilities, and Streets. Participation may be adjusted based on the scope, size, location, and

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complexity of the event under review. The City reserves the right to designate alternate or additional staff as needed to ensure appropriate review.

- f) Special event permits that are approved or approved with conditions shall enter into a written use agreement for the event. The use agreement, once executed, shall serve as the permit and authorization to hold the event. The applicant shall sign the use agreement and return it to the City for execution. Upon the City Manager's signature on the agreement, the special event permit shall be considered approved, and the special event may be held once a sufficient certificate of insurance has been received by the City.
- 5) Insurance Requirements
 - a) Hold Harmless and Indemnification: All special event applicants shall sign a Hold Harmless and Indemnification Agreement holding Kanab City, its officers, employees, agents, and volunteers harmless from and against any and all claims, damages, injuries, liabilities, losses, costs, or expenses (including attorney's fees) arising out of or resulting from the permitted event. Submission of a special events permit application is an acknowledgement of this hold harmless provision. Failure of an applicant to sign a Hold Harmless and Indemnification Agreement shall not constitute a waiver of the applicant's requirement to hold harmless and indemnify the City, its officers, employees, agents, and volunteers from and against any and all claims, damages, injuries, liabilities, losses, costs, or expenses (including attorney's fees) arising out of or resulting from the permitted event.
 - b) Minimum Coverage Amounts:
 - i) All events using public property, requesting city services, or classified as Tier 2 or Tier 3 must maintain commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$4,000,000 general aggregate, or updated amounts as listed in the City's Consolidated Fee Schedule.

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- ii) Events involving fireworks, explosives, or pyrotechnics must maintain coverage of \$5,000,000 per occurrence and \$10,000,000 general aggregate, or updated amounts as listed in the City's Consolidated Fee Schedule.
- c) All insurance policies must:
 - i) Name Kanab City as an additional insured by way of a separate, signed endorsement.
 - ii) Be primary and non-contributory with respect to any insurance or self-insurance maintained by the City.
 - iii) Include a waiver of subrogation in favor of Kanab City.
 - iv) List the insured party exactly as named in the special event permit application.
- d) Notice of cancellation or material change: The policy or applicant must provide at least thirty (30) days' advance written notice to Kanab City of any cancellation, nonrenewal, or material modification. If such notice is not provided by the insurer, the applicant shall notify the City within 24 hours of receiving such notice.
- e) Excess or Umbrella Policies: If applicable, excess or umbrella insurance shall extend to Kanab City on the same terms as the primary policy, including additional insured status and waiver of subrogation.
- f) Self-Insured Retention (SIR): If the insurance policy includes a self-insured retention (SIR) greater than \$25,000, the applicant shall submit documentation demonstrating their financial capacity to satisfy the retention. Acceptable documentation may include audited financial statements, a letter of credit, or other evidence deemed acceptable by the City Manager or City Attorney.
- g) Responsibility for Compliance:
 - i) It is the sole responsibility of the applicant to obtain and submit valid, compliant insurance documentation.

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- ii) Approval of a permit does not waive or reduce insurance obligations, even if the City does not identify deficiencies during review.
- iii) The applicant remains fully liable for all claims and losses arising from noncompliance, including incomplete, inaccurate, expired, or nonconforming coverage.
- iv) The City shall not be deemed to have accepted or approved any noncompliant insurance, regardless of permit issuance.
- h) Tier 1 Events – Alternative Risk Requirements: Tier 1 events—defined as private or neighborhood events with fewer than 249 attendees and minimal city impact—are not required to carry commercial general liability insurance unless otherwise determined by the City Manager or Risk Management staff. However, the City shall require the following:
 - i) Signed Waiver of Liability: All Tier 1 applicants must sign a City-provided Waiver of Liability and Hold Harmless Agreement, acknowledging and accepting all responsibility for any injury, property damage, or loss arising from the event, and releasing Kanab City from liability to the fullest extent permitted by law.
 - ii) Tier 1 events are generally exempt from commercial insurance requirements. However, at the discretion of the City Manager or Risk Manager, insurance may be required if the event includes features that substantially increase risk (e.g., alcohol service, amplified sound, inflatables, or exclusive use of public facilities).
 - (1) The City reserves the right to increase, reduce, or adjust insurance requirements based on the nature, location, scope, or risk level of the event, and based on recommendations from legal counsel or the City's risk manager.
- i) Acknowledgement of requirements: All applicants shall sign a written Acknowledgment of Insurance and Liability Requirements provided by Kanab City, confirming they have read, understand, and agree to comply with all

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terms outlined in this section. The signed acknowledgment shall be submitted with the event application and retained in the City's records.

- 6) Application Fees:
 - a) Applicants shall be required to pay the following fees:
 - i) A nonrefundable special event application fee;
 - ii) A nonrefundable facility use deposit fee, representing ten percent (10%) of the required fee for the location sites, as well as any equipment.
 - b) Invoice and Payment: No permit shall be issued without the payment of all fees prior to the tenth business day before the scheduled event.
 - i) Prior to issuing the permit, the City shall deliver to the applicant, via email or other methods, an invoice detailing all costs, including the application fee, facility fees, and cost recovery fees. Cost recovery fees may be standard fees adopted in the City's Consolidated Fee Schedule, or particularized fees for special events requiring City services not addressed by the fees in the Consolidated Fee Schedule.
 - ii) Any facility use fees paid at the time of application shall be credited towards the overall fee total for the issuance of a special event permit. If the total amount exceeds the city cost recovery fees paid in advance, the applicant shall pay the unpaid portion of the invoice. If the amount is less than the application fees paid prior to issuance of the permit, then the remaining amount shall be returned to the applicant.
 - iii) In the event that force majeure prevents the event from occurring, the cost recovery fees may be refunded to the applicant or applied to a future event.
 - iv) Application fees and deposits are nonrefundable.
- 7) Fee Waivers and sponsorships: Fee waivers may be considered under the following conditions:
 - a) Public Entities: Kanab City Manager is authorized to approve full or partial fee waivers for public entities located within Kane County, including but not

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limited to school districts, local government departments, and interlocal partners.

- b) Non-Profit and For-Profit Applicants: All other fee waiver or sponsorship requests must be reviewed and approved by the Kanab City Council during a public meeting, or the City Council's designee. Council approval may consider the event's public benefit, impact on city resources, and alignment with city goals. Applicants should allow for up to 30 additional days for council consideration beyond standard application review timelines.
- 8) City Parks, Sites, and Facilities used for Special Events: In order to best accommodate larger gatherings, parking, and impacts on neighborhoods, special events may take place generally only within community parks or neighborhood parks and facilities identified in Table 1. City properties or specific event facilities (not listed herein) are generally not available for special events, but may require a special event permit if triggered by the allowed activity.
 - a) Athletic events shall not be limited to the park sites and facilities identified in Table 1 when occurring at a facility specifically designed and intended for the sport or activity of the event. Athletic events involving races that will utilize city roads and rights-of-way shall be allowed to do so outside of the park sites and facilities identified in Table 1, so long as the basecamp for the event is located within and complies with the park sites and facilities identified in Table 1.
 - b) Special events using city parks, sites, and facilities shall be subject to a maximum number of availability days per month to ensure appropriate access for the general public. The maximum number of days per month, regardless of days of the week, that a city park, site, or facility shall be eligible for reservation for special events shall be as identified in Table 1.
 - c) Issuance of a Special Event Permit does grant a right to exclusive use and access to public property to the applicant or an applicant's guests, participants, employees, agents, etc. (i.e., the public may still access public facilities and property, such as parks, schools, playgrounds, trails, etc.).

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Exclusive use and/or access may only be granted if health and/or public safety concerns require it. Exclusive access and use may require a separate agreement with the property owner or, as approved by the City Council or its designee; exclusive use/access may also require an additional fee.

- 9) Grounds for Denial: An application for a special event permit may be denied by the City if:
- a) The proposed special event violates a federal, state, or local law.
 - b) The proposed special event is not consistent with the intended nature and use of the requested park or facility as set forth in Table 1.
 - c) The proposed special event is scheduled at a place and time that could disrupt or interfere with an already approved special event or park/facility reservation.
 - d) The proposed location or building is not adequate to accommodate the proposed special event, such as parking, sanitation facilities, and health or safety codes, or the nature of the proposed special event is such that the City, or the applicant does not have sufficient resources available to ensure the health, safety, and welfare of special event participants or the general public.
 - e) The permit application contains a material falsehood or misrepresentation.
 - f) The applicant has failed to pay a debt to the City, including costs incurred during a prior special event.
 - g) Incomplete permit applications.
 - h) The applicant or any person on whose behalf the application for a permit was made has on prior occasions:
 - i) Damaged city property, if the application is for an event on city property;
 - ii) Made material misrepresentations regarding the nature or scope of an event or activity previously permitted;
 - iii) Has violated the terms of prior permits issued to or on behalf of the applicant; or
 - iv) Had violations of state or local laws at a prior event.
 - i) Unavailability of the site or facility identified for the event.

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- j) The proposed event presents a zoning conflict inconsistent with applicable land use regulations.
- 10) Appeal procedure: Applicants may appeal a denial or conditions of a permit through the City's standard appeals process as outlined in the Kanab City Land Use Ordinance, Chapter 3. Appeals must be submitted in writing within ten (10) calendar days of the decision.
 - a) In advance of filing a notice of appeal, the applicant(s) may, but is not required to, request the reconsideration of the application, providing additional information as may be deemed appropriate or upon request by the City. A decision on a request for reconsideration shall be issued within fourteen (14) calendar days, at which point the applicant will have ten (10) calendar days to appeal a denial or conditions of a permit.
- 11) Inspections: Authorized law enforcement officers, fire control officers, and other government personnel performing inspections pursuant to Kanab City Ordinance or federal or state law shall be permitted free access to the event to make inspections to ensure compliance with all city, state, and federal laws. All government personnel shall comply with the Fourth Amendment of the United States Constitution at all times during an inspection.
- 12) Neighborhood Notification: For events affecting nearby residents or businesses through closure, noise, or other impacts, organizers must:
 - a) Notify affected parties in advance using a flyer or letter approved by the City.
 - b) Provide a map of the notification area.
 - c) Recurring public events organized by Kanab City or Kane County are exempt from the neighborhood notification requirement, provided there are no changes to the areas impacted by the event. If the route, location, noise levels, or scope of the event change in a way that would affect additional properties, notification must be completed as required.
- 13) Sales tax collection by applicant or vendors: Unless exempted by Utah law, an applicant for a special event that includes vendor(s) sales or concessions shall either:

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- a) Provide proof that all vendors have a Utah State sales tax identification number and agree to be responsible for direct remittance of all sales tax proceeds from the event to the State; or
 - b) Provide proof that the applicant has a valid Utah State sales tax identification number and that it will require all vendors to execute a sales tax remittance agreement whereby the vendor delivers sales tax proceeds to the applicant for remittance to the State under the applicant's sales tax identification number.
- 14) Violation: Any admission to, finding of civil responsibility for, or finding of guilt for violations of federal, state, or local laws during the course of the event, by the permittee or attendees of the event, shall also be deemed a violation of this ordinance and subject to the penalties set forth in this section.
- a) A violation of any provision of this chapter shall be a class B misdemeanor and subject to the civil penalty set forth in the City's Consolidated Fee Schedule, as updated from time to time.
 - b) Events and/or permittees that are found to have violated the terms of this ordinance shall be barred from applying for another special event permit for the same or another event for a period of two (2) years (seven hundred thirty (730) calendar days from the date of the violation). Events and/or permittees that are barred a second time shall be permanently prohibited from applying for a special event permit.
- 15) Use Chart: In order to preserve the intended use, safety, and capacity of Kanab City parks, facilities, and public spaces, the following chart categorizes the types of events that may be permitted at each location.
- a) No special event, regardless of type, may be scheduled or approved for a location in a manner that exceeds the number of available days allocated to that location within a calendar month. For the purposes of this section, each day in which a special event is active at a location, including setup or breakdown days that limit regular public access or facility availability, shall count toward the monthly total.

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Table 1

Location	Maximum Tier Event	Athletic / Recreation	Market or Vendor	Entertainment or Performance	Community Event	Parade/Moving Event	Filming	Private Social Events	Camping	Fireworks	Available Days/Month
Jacob Hamblin Park	3	X	X	X	X	X	X	X		X	15
Kanab Municipal Pool	2	X		X	X		X	X			10
Jacob Hamblin Field	3	X	X	X	X	X	X	X	X		10
Jacob Hamblin Baseball	3	X			X		X	X	X	X	10
Skate Park	2	X	X	X	X		X	X			10

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Library	2	X	X	X	X		X	X			10
Garland Pavilion	2	X	X	X	X		X	X			10
Cemetery	2				X			X			10
Rancho Park	3	X	X	X	X	X	X	X	X		15
Kanab Museum	1			X	X		X	X			10
Heritage House	2	X	X	X	X		X	X			10
Kanab Airport	2				X				X		10
Dog Park / Connector Trail	1	X			X		X	X			10
City Owned Open Space	3	X	X	X	X	X	X	X	X		15
Kanab Center	3	X	X	X	X	X	X	X	X		31
Jackson Flat Reservoir	3	X	X	X	X	X	X	X	X	X	15
Old Elementary School Property	3	X	X	X	X	X	X	X	X		10
Kanab Elementary	3	X	X	X	X	X	X	X			10
Kanab Middle School	3	X	X	X	X	X	X	X	X		10
Kanab High School	3	X	X	X	X	X	X	X	X		10

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Main St.	3	X	X	X	X	X	X	X			5
405 N	3	X	X	X	X	X	X	X			31
100 E	3		X	X	X	X					5
Arterial Streets (UDOT Permit)	3	X			X	X	X				5
Major Collectors	2	X	X	X	X	X	X	X			5
Minor Collectors	2	X	X	X	X	X	X	X			5
Local Roads	1	X	X	X	X	X	X	X			10

9-07 Seasonal Businesses

- (1) **Definitions:** Seasonal Businesses are the following: Christmas Tree Sales, Firework Sales, Shaved Ice Stands, Nurseries, Florists and Produce Stands, and other seasonal uses.
- (2) **License required:** No person shall operate a Seasonal Business without a license.
- (3) **Application:** Application must be made at least 48 hours prior to the operation of the seasonal business.
- (4) **License:** The license shall state the period of operation, up to six months in any calendar year, which may be renewed yearly.
- (5) **License Fees:** The license fee shall be set in accordance with the Kanab City Consolidated Fee Schedule.

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(6) **Fireworks:** Any business selling Class (c) fireworks shall obtain a permit from the Fire Department, and must have commercial general liability insurance, including premises and operations liability and products and completed operations liability in the amount of one million dollars per occurrence and one million dollars for products and completed operations aggregate, or amounts as updated in the City's Consolidated Fee Schedule. If the business is seasonal, then it shall pay an additional fee in accordance with the Kanab City Consolidated Fee Schedule. If the business is not seasonal, but permanent, then it shall pay the regular fee plus the Fire Inspection fee.

(7) It is unlawful to operate a seasonal business on days other than those covered by the license.

(8) **Seasonal Sales:**

- A. Shaved Ice Stands and Firework Stands must be conducted from a structure consisting of at least three walls and a roof, and having no more than 1000 square feet of floor space.
- B. Must be conducted in a commercial zone.
- C. Must be serviced by an approved electrical hook-up if electricity is to be used in connection with said operation. Extension cords from other structures will not be approved. Electrical hook-ups must conform to the currently adopted Electrical Code and must be inspected and approved by the City Building Department prior to conducting any business from business premises.
- D. Must not obstruct pedestrian walkways. Seasonal businesses are not allowed in areas where curb and gutter do not exist.
- E. Must be operated in a manner so as not to block traffic into or out of adjacent businesses or structures.
- F. Are limited to the use of one sign of 15 square feet or less. No other means of advertising, such as flashing lights, loud speakers, or calling out, are permitted.
- G. Must meet all local and state health and safety requirements applicable to the type of business being carried on.
- H. Must remove the temporary structure within five days after the seasonal business license expires. If the structure is not removed

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within the specified period of time, the licensee will be guilty of a Class B Misdemeanor, and the City will be authorized to remove the structure and charge the licensee for the cost of removal plus storage expenses. Application for a Seasonal Business License shall constitute authority to so remove the structure and an agreement to reimburse the City for removal and storage fees.

- I. Before a license is issued, the applicant must:
 - i. Provide written evidence that restroom facilities for employees will be provided by another business within 300 feet of the seasonal structure;
 - ii. Provide written evidence that the owner of the premises upon which the portable structure is to be placed has given his consent for the placement of the structure and has approved the type of business to be conducted; and
 - iii. Provide a sales tax license number.

9-08 Alcoholic Beverage Control

- 9-08-010 Definitions
- 9-08-020 License Required
- 9-08-030 License Classifications
- 9-08-040 License Fee
- 9-08-050 Licensing Requirements
- 9-08-060 Inspection and Enforcement
- 9-08-070 Restrictions
- 9-08-080 Suspension and Revocation
- 9-08-090 Appeals
- 9-08-100 Implementation
- 9-08-110 Penalties

9-08-010 Definitions

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In addition to the definitions set forth in Utah Code §32B-1-102, 1953, as amended, or its successor statute, adopted and incorporated herein by this reference, the following definitions apply:

- (1) "Alcohol or alcoholic beverage" means "beer," "wine," and "liquor" collectively when referenced in this chapter, unless otherwise distinguished.
- (2) "Alcoholic Beverage Control Act" means Title 32B of the Utah Code Annotated, or its successor statute.
- (3) "Annual" means a calendar year.
- (4) "Enforcement officer" means any law enforcement officer or any other person designated by the City to enforce this chapter.
- (5) "Food" means an appetizer, entrée, or meal of substantive food customarily served to a patron at a dine-in restaurant.
- (6) "Local authority" means Kanab City.
- (7) "Licensing authority" means the city official designated by the city manager to issue a license under this chapter.

9-08-020 License Required

In accordance with Utah Code §11-10-1, no person may operate an association, restaurant, club, business, or similar establishment that allows a person to purchase, possess, or consume an alcoholic product on the premises of said association, restaurant, club, business, or similar establishment without a valid alcohol license as provided in this Subsection. In addition to the requirements of this Subsection, an association, restaurant, club, business, or similar establishment shall comply with the requirements of Utah Code, Title 32B, the "Alcoholic Beverage Control Act," and other applicable laws and regulations.

9-08-030 License Classifications

An applicant within the City may apply for the following six (6) classes of license, subject to availability as provided in this part:

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- (1) Class "A" retail licenses. This license is issued by the licensing authority, subject to compliance with this Subsection, and shall:
 - A. Entitle the licensee to sell beer on the premises licensed in original containers for consumption off-premise in accordance with the Utah Alcoholic Beverage Control Act.
 - B. This class of license is appropriate for grocery and convenience store-type establishments.
 - C. There is no limit on the number of this class of license that may be issued.
- (2) Class "B" retail licenses. This license is issued by the licensing authority, subject to compliance with this Subsection, and shall:
 - A. Entitle the licensee to sell a patron beer in original containers and/or wine served on-premise for consumption by a legal patron on-premise in conjunction with the sale of food in accordance with the Alcoholic Beverage Control Act.
 - B. This class of license is appropriate for dine-in restaurant establishments.
 - C. There is no limit on the number of this class of license that may be issued.
- (3) Class "C" retail license. This license is issued by the licensing authority, subject to compliance with this Subsection, and shall:
 - A. Entitle the licensee to sell draft beer for consumption on- or off-premises and to sell beer, wine, and/or alcohol in accordance with the Alcoholic Beverage Control Act.
 - B. This class of license is appropriate for restaurant establishments that make specialty beer (micro-brewery with food service).
 - C. There is a maximum limit of three (3) licenses for this class available for issuance.
- (4) Class "D" retail license. This license is issued by the licensing authority, subject to compliance with this Subsection, and shall:
 - A. Entitle the licensee to sell alcohol for consumption on-premises in accordance with the Alcoholic Beverage Control Act.
 - B. This class of license is appropriate for bars or clubs.

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- C. There is a maximum limit of three (3) licenses for this class available for issuance.
- (5) Class "E" retail or wholesale license. This license is issued by the licensing authority, subject to compliance with this Subsection, and shall:
 - A. Entitle the licensee to manufacture, warehouse, store, and sell an alcoholic beverage for off-premise consumption in accordance with the Alcoholic Beverage Control Act.
 - B. This class of license is appropriate for beer manufacturing and beer distribution facilities.
 - C. There is no limit on the number of this class of license that may be issued.
- (6) Class "F" temporary license. This license is issued by the licensing authority, subject to compliance with this Subsection, and shall:
 - A. Entitle the licensee to sell beer for on-premise consumption for a period of time not to exceed thirty (30) days. This class of license is non-renewable during a calendar year.
 - B. This class of license is appropriate for special events.
 - C. There is no limit on the number of this class of license that may be issued.

9-08-040 License Fee

In accordance with Utah Code §11-10-3, in addition to the general business license fee, an annual alcohol license fee is hereby imposed, as updated and adjusted from time to time in the Kanab City Consolidated Fee Schedule.

9-08-050 Licensing Requirements

The local authority shall only issue a license for the sale or distribution of alcohol based upon the license classifications authorized in this Section.

- (1) **State requirements.** Applicant complies with the provisions of Utah Code §11-10-2, as amended.

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(2) **License required.** It is unlawful for any person to engage in the business of selling an alcoholic beverage within the City without first obtaining the licenses required by this Subsection.

(3) **Administration.** The licensing authority shall administer this subsection under the direction of the city manager.

(4) **Application and fee.** Any person seeking a license to sell an alcoholic beverage shall submit a written application to the City License Officer as provided for in this Section, which shall be accompanied by the appropriate application/license fee required. The application/license fee is not refundable in the event that the application is denied. However, the applicant is given thirty (30) days after notice from the city of a deficiency to cure a denied or defective application without the requirement of repayment of the application/license fee.

(5) **Information required.** All applications for a license to sell an alcoholic beverage shall be made in writing upon the form provided by the City Recorder. The application shall state:

- A. The name of the person desiring a license to sell an alcoholic beverage.
- B. The name of the business.
- C. The location where business is to be conducted.
- D. The names of all partners holding more than a twenty percent (20%) interest in the business.
- E. The class of license sought.
- F. Other information specified on the application as determined by the city administrator, or any other information required by ordinance or statute.

(6) **Review and approval.** An application that complies with this Section shall be issued by the City Recorder after review and approval by the licensing authority. An application that does not meet the requirements of this Section shall be denied by the licensing authority.

(7) **License owner.** A license for the sale of alcohol is issued in the name of the business operator or owner rather than the name of the business. In the event of a change of the business operator or ownership, a new application and license are required, along with the application fee.

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(8) **Nontransferable.** Licenses issued under this Section are not transferable.

(9) **Renewal.** A license issued under this Subsection shall be renewed annually in conjunction with the renewal schedule for business licenses.

(10) **Display.** The holder of a license issued under this Subsection shall display in a conspicuous location the license issued by the licensing authority along with any license issued by the governing state agency for the sale of any alcoholic beverage.

(11) **Time limit on operation.** If a holder of a license issued under this Subsection fails to open or to conduct business within the jurisdiction of the local authority for a period of one (1) year after issuance of the license, then said license is void, and a new application and fee must be submitted and approved by the licensing authority.

9-08-060 Inspection and Enforcement

The licensing official or enforcement official may conduct an inspection regarding any license issued under this Subsection to ensure compliance with applicable law. The holder of a license issued under this chapter, by accepting said license, irrevocably consents to allow the inspection and search of the licensed premises by any licensing officer and/or the enforcement officer for any alcoholic beverage or for any other goods illegally possessed or kept, or for any evidence of any alleged alcohol-related crime under investigation by law enforcement. The licensee further consents to the seizure of alcohol that exceeds the classification limits set upon the license holder or alcohol-related property in violation of this Subsection.

9-08-070 Restrictions

The following restrictions in this section apply to all license classes and persons.

(1) **State law.** It is unlawful to sell alcohol in violation of the Utah Alcoholic Beverage Control Act, or its successor.

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- (2) **Compliance.** It is unlawful for an applicant or licensee to violate Utah Code Annotated §11-10-1, this Subsection, the municipal code, or any terms under which a license was issued.
- (3) **Limits on hours.** It is unlawful for a person or any class of licensee to sell or otherwise furnish a patron or other person with an alcoholic beverage during the hours from one o'clock (1:00) A.M. to six o'clock (6:00) A.M.
- (4) **Exceed license.** It is unlawful to sell an alcoholic beverage except in the manner for which he/she has been so licensed pursuant to the provisions of this Subsection.
- (5) **Licensed premises.** It is unlawful for any licensee to sell an alcoholic beverage anywhere within the City, except upon or within the premises licensed for such sale.
- (6) **Advertising and promotions limitations.** It is unlawful to advertise the sale of an alcoholic beverage, except in full compliance with the Alcoholic Beverage Control Act and regulations duly made thereunder by the state. It is unlawful for any licensee to give away or offer a free lunch, free food, or similar promotion in connection with the sale of an alcoholic beverage.
- (7) **Intoxicated person.** It is unlawful to sell an alcoholic beverage to a person who appears to be intoxicated by drugs or alcohol, or who is under the influence of any intoxicating beverage.
- (8) **Underage.** It is unlawful to sell an alcoholic beverage to any person under the age of 21, or allow a person under the age of 21 years to sell the same.
- (9) **Unlawful product.** It is unlawful for any licensee to purchase or acquire or allow to be kept upon the licensed premises any alcoholic beverage not lawfully acquired from a brewer or wholesaler licensed under the provisions of the Alcoholic Beverage Control Act, or as part of a duly approved micro-brewery. It is unlawful for any licensee to keep any liquor product on the licensed premises that exceeds the scope of the license class or violates the Alcoholic Beverage Control Act.
- (10) **Access.** It is unlawful for any serving area, door, or entryway to be locked or barricaded in any way so as to interfere with the free entrance to the licensed premises by any enforcement officer at any time while the premises is occupied or open to the public. However, licensee may maintain

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upon the premises a locked storeroom for the keeping of goods and supplies used in the business.

(11) **Lookouts and warning devices.** It is unlawful for any person commonly known as a "A Lookout" to be stationed or maintained to give warning of the approach of any enforcement officer. It is unlawful to maintain or operate any device that is used or capable of being used to give a warning to persons of the approach of an enforcement officer.

(12) **Respondent superior.** The licensee shall be responsible under this Subsection for all of the activities of his employees and hereunder, the licensee unconditionally guarantees to the City that neither he/she nor his/her employees will violate the terms of this Subsection, and for breach of such guarantee, the license may be revoked. It is unlawful for the owner or any licensee to:

- A. Fail to maintain full control of the conduct of the business upon the licensed premises.
- B. Fail to inform employees of the requirements of law relating to the sale of alcohol in the state of Utah.
- C. Fail to maintain control of employees.

(13) **Adverse action.** It is unlawful for any person to sell an alcoholic beverage after the revocation or suspension of any license issued to said person.

(14) **Set-backs.** It is unlawful to operate a business where an alcoholic beverage is sold at retail for off-premise consumption within the set-back distance of a "community location" as defined in Utah Code §32B-1-102, according to the specified set-back distances for each class of license set forth in Utah Code §32B-1-202, or otherwise in state law, unless the establishment pre-existed this Subsection.

(15) **Restricted activities.** It is unlawful to sell or provide an alcoholic beverage at:

- A. A dance or dance hall that is not classified or defined as a club.
- B. On public property.
 - i. Exception: Upon the approval and issuance of a special event permit and proper licensure from the City pursuant to this Section, and the Department of Alcoholic Beverage

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Services, Alcoholic Beverage Services Commission, or other state agency, as required, the permittee may sell or provide alcoholic beverages on public property, subject to the conditions of the permit.

- ii. The exception of this subsection does not apply to city parks or within city buildings (i.e., they are considered restricted locations at which it is unlawful to sell or provide alcoholic beverages, notwithstanding the approval of a special event permit).

- C. A sexually-oriented business.
- D. A theater or cinema.

9-08-080 Suspension and Revocation

In accordance with Utah Code Annotated §11-10-1(4), an enforcement officer may suspend or revoke a license issued under this Subsection as follows:

(1) **Suspension.** If a licensee has been issued a warning or citation for a violation of this Subsection and a second violation occurs within a one (1) year period, then the enforcement officer may suspend a license for up to thirty (30) days. In lieu of a suspension, the enforcement officer may issue a civil penalty not to exceed \$1,000.00 for a violation of this Subsection, or a different fine amount as adjusted from time to time by the City's Consolidated Fee Schedule.

(2) **Revocation.** An enforcement officer may revoke a license issued under this Subsection if a license has another violation of this Subsection where a suspension has been made within a one (1) year period prior to the violation. Any revocation made under this Subsection shall continue for a period of one (1) year, after which an applicant may resubmit an application under this Subsection.

(3) **Educational requirement.** An enforcement officer may issue a suspension to any licensee for a violation of educational requirements set forth in Utah Code §32B-1-701, et seq. In lieu of suspension, and based upon the facts and circumstances, the enforcement officer may impose a fine of up

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to \$250.00 for a violation of this part, or a different fine amount as adjusted from time to time by the City's Consolidated Fee Schedule.

(4) **Operational requirements.** It is cause for immediate revocation or suspension for a licensee who violates the operational requirements set forth in Title 32B of the Utah Code Annotated, depending upon the severity of a violation(s).

9-08-090 Appeals

Any person adversely affected by the decision of the City's licensing authority or enforcement official, which decision was made within their role of administering or interpreting one or more provisions of this Section, may, within the time period provided by this ordinance, appeal that decision to the appeal authority by alleging that there is an error in any order, requirement, decision, or determination made by the licensing authority or enforcement official in the administration or interpretation of this ordinance. The standard of review shall be limited to an examination of the underlying administrative record to determine only whether or not the decision issued by the licensing authority or enforcement official was arbitrary, capricious, or illegal.

All appeals shall be made as follows:

(1) **Time for written appeal.** Any person may appeal a decision made under this Subsection to the City's appeal authority by filing a written appeal (i.e., "Notice of Appeal") with the City Clerk within ten (10) calendar days of any final adverse decision. The person filing the Notice of Appeal shall pay the appeal fee in accordance with the Kanab City Consolidated Fee Schedule.

(2) **Appeal authority.** The appeal authority shall be the same appeal officer designated, retained, or individually designated by the City for the purpose of hearing appeals, in accordance with Chapter 3, Kanab City Land Use Ordinance, unless otherwise designated by resolution or ordinance.

(3) The appeal authority shall:

- A. Hear and decide all appeals under this chapter.
- B. Act in a quasi-judicial manner and serve as the final arbiter of issues involving the interpretation or application of applicable law.

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C. Exercise other powers and duties prescribed by law or assignment.

D. Include as part of its decision written findings.

(4) **Appeal Process and Procedure.** The appeal process and procedure shall follow the provisions outlined in Chapter 3 of the Kanab City Land Use Ordinance, except as modified herein or where provisions of that Ordinance only apply to land use issues.

(5) **Appeal generally.** No person may challenge in district court any decision of the City or its enforcement officer(s) until that person has complied with the appeal procedure of this Subsection and has exhausted all administrative remedies pertaining to such appeal. No adversely affected party shall present a theory of relief in district court that was not first presented to the appeal authority. Adversely affected parties are precluded from pursuing duplicate or successive appeals before the appeal authority as a condition of the adversely affected party's duty to exhaust administrative remedies.

9-08-100 Implementation

The City Manager or his/her designee may establish forms and rules of procedure consistent with this Subsection for the effective implementation of this Subsection.

9-08-110 Penalties

The following penalties apply and are not mutually exclusive:

(1) **Civil.** Each violation of this Subsection constitutes a civil fine not to exceed \$1,000. Each day a violation continues constitutes a separate offense. The City may seek any civil remedy provided by law, including abatement and injunctive relief for a violation of this Subsection or for situations that constitute a public nuisance relating to alcoholic beverages.

(2) **Criminal.** Each violation of this Subsection is a class B misdemeanor.

9-09 Construction Permits

- 9-09-010 Violations

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- 9-09-020 Permits and Inspections
- 9-09-030 Building Official
- 9-09-040 Review of building inspection

9-09-010 Violations

It shall be unlawful for any person, firm, or corporation, whether as owner, lessee, sublessee, or occupant, to erect, construct, enlarge, alter, repair, move, improve, remove, demolish, equip, use, occupy, or maintain any building or premises, or cause or permit the same to be done, contrary to or in violation of any of the construction or fire codes adopted by State law or any order issued by the building official pursuant thereto.

A violation of this Subsection, if not otherwise noted herein or within State law, shall be a class B misdemeanor. In addition to criminal penalties, a violator may also be subject to civil penalties for each violation of this Subsection, not to exceed \$1,000. Each day a violation continues constitutes a separate offense. The City may seek any civil remedy provided by law, including abatement and injunctive relief for a violation of this Subsection. The civil fine amounts may be updated or adjusted by the City's Consolidated Fee Schedule.

9-09-020 Permits and Inspections

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any building or structure, cause or allow the same to be done, without first obtaining a separate building permit for each such building or structure from the building official in the manner and according to the applicable conditions prescribed by State law regarding Construction and Fire codes.

9-09-030 Building Official

There is hereby created the position of building official, who shall also be known as the municipal building inspector.

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9-09-040 Review of building inspection

(1) In accordance with Utah Code Section §15A-1-210, the City provides for review of an inspection conducted by the city's building inspector for a single-family residential building permit.

(2) Upon request by a person seeking a single-family residential building permit, a chief executive officer of the municipality or county issuing the single-family residential building permit, or the chief executive officer's designee, shall, with reasonable diligence, review an inspection described in Subsection (1) to determine whether the inspection constitutes a fair administration of the State Construction Code.

(3) A review described in this section:

- A. is separate and unrelated to an appeal under the International Residential Code;
- B. may not be used to review a matter that may be brought by appeal under the International Residential Code;
- C. may not result in the waiver or modification of an International Residential Code requirement or standard;
- D. may not conflict with an appeal, or the result of an appeal, under the International Residential Code; and
- E. does not prohibit a person from bringing an appeal under the International Residential Code.

(4) A person who seeks a review described in this section may not be prohibited by preclusion, estoppel, or otherwise from raising an issue or bringing a claim in an appeal under the International Residential Code on the grounds that the person raised the issue or brought the claim in the review described in this section.

(5) As used in this section, "International Residential Code" means the International Residential Code as adopted under the State Construction Code.

9-10 Offensive Businesses and Facilities

- Section 9-10-010 Commencement of Offensive Business
- Section 9-10-020 Issuance of Permits

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Section 9-10-010 Commencement of Offensive Business

(1) No person shall commence or change the location of any offensive business or establishment in or within one mile of the limits of this municipality without first filing an application for a permit to do so with the recorder/clerk.

(2) Offensive businesses, within the meaning of this part, shall include but not be limited to, packing houses, dairies, tanneries, canneries, renderies, junk or salvage yards, bone factories, slaughterhouses, butcher shops, soap factories, foundries, breweries, distilleries, livery stables, blacksmith shops, or any other enterprise or establishment which creates excessive odors, fumes, smoke gases, or noises.

(3) The application for a permit shall specify the location at which the business or establishment is to be operated and maintained or the new location to which it is to be moved. The application shall describe the type of activity which will be conducted and describe the manner in which the business or establishment shall eliminate, control, or modify the emission by the business of the undesirable odors, fumes, noises, and other noisome features and the manner in which it shall be screened from public view, if its appearance is offensive.

Section 9-10-020 Issuance of Permits

(1) The recorder/clerk shall cause a study to be made of the proposed business or relocation of any offensive business or establishment by the board of health and personnel engaged in the inspection of buildings and other facilities. A report and recommendation shall be made to the governing body. The governing body, after review, may grant the applicant an opportunity to be heard and present additional facts. Thereafter the governing body may:

- A. Deny the application.
- B. Recommend a modification thereof.
- C. Grant a limited permit to enter into the business or make the change of location subject to the requirement that the business

General Ordinances

Section 9: BUSINESS LICENSES AND REGULATIONS

or facility conform to standards established by the governing body with reference to controlling the offensive features of the business.

(2) In the event a permit is granted, it shall be subject to revocation either upon failure of the operator or owner to conduct his business in the manner specified by the governing body at the time of the granting of the permit, or because a change of circumstances makes the continued operation or maintenance of the business or facility a public nuisance.

(3) The governing body shall have the power to revoke or modify the permission to operate and maintain the business in such a manner as it deems necessary for the public good.

9-11 Short-Term Rental Property

It is unlawful for any person to keep, conduct, operate, or maintain a "short-term rental property" as defined in section 4 of the Kanab Land Use Ordinance within the City without a business license. The following requirements are in addition to the requirements of this section, and apply to both residential and commercial short-term rental properties:

(1) License Not Transferable: A short-term residential rental property business license is not transferable between persons or structures. When an owner has more than one short-term rental, each dwelling unit must have its own business license. Any person holding such license shall give written notice within thirty (30) days to the business license official after having transferred or otherwise disposed of legal or equitable control of any short-term residential rental dwelling unit licensed under this article.

(2) Transient Room Tax: All short-term residential rental properties shall be subject to the collection of the municipality transient room tax as allowed under Utah code.

(3) The business license number shall be included, in plain view, on any booking website and at each property.

(4) Local Property Manager Required: All short-term residential rental properties shall designate a local property manager who resides within one (1) hour travel time of the property. The local property manager shall be

Section 9: BUSINESS LICENSES AND REGULATIONS

available twenty-four (24) hours per day to respond to questions or concerns. Each short-term residential rental property shall have a clearly visible sign within the unit containing the following information: the name and phone number of the local property manager; and the maximum occupancy of the unit (*See Kanab City Land Use Ordinance, Chapter 4-6, for occupancy limits*).

(5) Owner and Property Manager Responsible: The owner and property manager shall be jointly and severally liable for any violations of this article. Any short-term rental that is found in violation of this section or any other requirement of this ordinance may be subject to revocation of the short-term residential rental properties business license, as well as any other remedies outlined in this Business License section.

ORDINANCE NO. 10- -25 O

**AN ORDINANCE AMENDING KANAB CITY GENERAL ORDINANCE CHAPTER 9,
BUSINESS LICENSES AND REGULATIONS**

WHEREAS, the City Council has found a need for clarification, modification, and certain additions to Section 9, Business Licenses and Regulations.

WHEREAS, the Kanab City Planning Commission held a public hearing during its regularly scheduled meeting on October 7th, 2025, to consider, among other things, amending the Kanab City General Ordinance Chapter 9, Business Licenses and Regulations.

WHEREAS, the Kanab City Council met during its regularly scheduled meeting on October 14th, 2025, to consider, among other things, amending the Kanab City General Ordinances, Section 9, Business Licenses and Regulations.

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

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

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

This ordinance shall be effective upon the required posting.

PASSED AND ORDERED POSTED this ____ day of October, 2025.

KANAB CITY

ATTEST:

MAYOR

RECORDER

VOTING:

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

POSTED the ____ day of _____, 2025, as certified by the Recorder: _____.
RECORDER

Mayor
Colten Johnson
City Council
Arlon Chamberlain
Steven Shrope
Chris Heaton
Boyd Corry
Peter Banks



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

DATE: February 10, 2026
TO: Mayor and City Council
SUBJECT: Zions Bank Municipal Advisory Services Agreement
PREPARED BY: Kyler Ludwig, City Manager

Background:

Zions Public Finance, Inc., a subsidiary of Zions Bancorporation, has served as a trusted financial partner to Kanab City for numerous major infrastructure and capital projects, including the Downtown Revitalization Project, the City Pool, Wildland Fire Truck acquisition, and the new Police Station. Zions also provides services to Kane County, Kane School District, Kane County Hospital, and is engaged with both Public Infrastructure Districts (PIDs) in the City.

To formalize this ongoing relationship and ensure compliance with federal regulations, the City is proposing to enter into a five-year Municipal Advisory Services Agreement with Zions Public Finance, Inc.

Analysis:

The proposed agreement outlines a broad scope of municipal advisory services to be provided by Zions Public Finance, Inc. These services include guidance on debt issuance for instruments such as General Obligation Bonds, Revenue Bonds, and Lease Revenue Bonds; assistance in structuring financing terms; support in selecting bond professionals; and preparation of official statements. Zions will also provide ongoing market monitoring, refunding analysis, and compliance assistance.

The agreement includes a structured fee schedule based on the type of financing. The City will pay Zions \$2.50 per \$1,000 of proceeds for General Obligation Bonds, \$3.50 per \$1,000 for Lease Revenue Bonds, and \$5.00 per \$1,000 for Special Assessment Bonds. Each bond issuance carries a minimum fee of \$15,000. Additional fees apply for continuing disclosure filings and other optional studies, depending on the scope of services requested.

Zions is a registered municipal advisor with both the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB), and the agreement includes all required disclosures of potential conflicts of interest in accordance with federal regulations.

— A Western Classic —

Mayor

Colten Johnson

City Council

Arlon Chamberlain

Steven Shrope

Chris Heaton

Boyd Corry

Peter Banks

City Manager

Kyler Ludwig

City Attorney

Kent Burggraaf

City Recorder

Celeste Cram

City Treasurer

Danielle Ramsay

Notably, the agreement explicitly excludes Zions from providing advisory services related to any direct commercial banking transactions it may have with the City.

Legal:

Approved as to form

Financial:

Fees are transaction-based and vary by bond type.

Recommendations/Actions:

It is recommended that the City Council:

MOTION:

Authorize the Mayor to enter into a Municipal Advisory Services Agreement with Zions Public Finance, Inc. as presented, for a term of five years.

Attachments:

Municipal Advisory Services Agreement (Zions Public Finance, Inc.)



— A Western Classic —



ZIONS PUBLIC FINANCE, INC.

Agreement for Municipal Advisory Services

THIS AGREEMENT, is being entered into as of the ____ day of _____, 2026 by and between KANAB CITY, hereinafter "CLIENT" and ZIONS PUBLIC FINANCE, Inc., a wholly-owned subsidiary of Zions Bancorporation, N.A., hereinafter "Zions".

WITNESSETH

WHEREAS, CLIENT desires to receive professional municipal advisory services from an independent Municipal Advisor; and

WHEREAS, Zions, as a registered "municipal advisor" with both the Securities Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB"), is qualified and capable to provide such services to CLIENT; and

WHEREAS, CLIENT desires to enter into this Agreement with Zions to obtain its financial advisory services relating to CLIENT's financings, with the exception of those financings specifically excluded under Section 2 below, or otherwise specified as excluded in **Exhibit A** hereof.

NOW, THEREFORE, CLIENT and Zions agree as follows:

1. Zions acknowledges that, under this Agreement and in accordance with the rules and regulations adopted by the SEC and MSRB, it owes certain duties to CLIENT and agrees to act in accordance with these rules and regulations, as applicable. Zions agrees to provide the following services to CLIENT, as requested:

(a) Render financial advice and assistance on fiscal matters pertaining to debt policies and procedures, the level and trend of fund balances, debt ratios, funding options, and the issuance and sale of CLIENT's securities, including notes, bonds, leases, loans and other forms of securities or financings.

(b) Provide written advice and recommendations concerning financing structures including length of amortization, ratings and insurance, maturity schedules, interest rates, call provisions, premiums and discounts, security provisions, coverage covenants, and other terms of existing or proposed debt.

(c) Assist in the selection of other financing team members including, but not limited to, bond counsel, disclosure counsel, underwriter(s), trustees, paying agents, bond registrars, escrow agents, escrow verification agents, rating agencies, bond insurers, arbitrage rebate consultants and any other parties engaged in providing services for the financing in question.

(d) Work cooperatively with CLIENT's other financing professionals to the end that securities may be legally and successfully sold and issued. All other financing professionals will be paid by CLIENT.

(e) Advise and assist in selecting the most advantageous method of sale.

(f) If a negotiated sale is deemed most advantageous to CLIENT, Zions will assist in soliciting and analyzing underwriter proposals, and selecting the underwriter(s). Zions will also provide advice regarding the underwriter's compensation and the appropriateness of the yields, coupons, and other terms proposed by the underwriter(s).

(g) If a competitive sale is selected, Zions will coordinate with the provider of the electronic platform and provide all information necessary to offer the securities using this method. Zions will verify the calculation of the winning bidder and restructure the maturities to provide CLIENT with its desired payment structure.

(h) Attend meetings as requested by CLIENT to discuss and formulate plans about proposed financings. This may include public hearings and meetings of CLIENT's governing body.

(i) Assist CLIENT in its preparation of financing documents, data, and other information as may be required by any state or federal agency, rating agencies, bond insurers and underwriters.

(j) Assist with the review of an Official Statement, private offering memorandum, or other offering documents (each an "Offering Document") for each financing transaction, setting forth financial and other information about CLIENT and the bonds or other debt instrument being offered for sale.

(k) Participate in a "Due Diligence" meeting of CLIENT prior to the finalization and distribution of any Offering Document in an effort to assist the CLIENT with disclosing full and complete disclosure of all information which could be considered "material" to any purchaser of bonds. CLIENT understands that as a condition of marketing the bonds, it will be necessary to authorize and direct its appropriate officers to execute a certificate and/or other closing documents, confirming the truth and accuracy of all information contained in the preliminary and final Offering Document. Except as otherwise provided herein, Zions is not responsible for certifying as to the accuracy or completeness of any preliminary or final Offering Document, other than with respect to any information about Zions provided by Zions for inclusion in such documents.

(l) Deliver the Offering Document, together with the Notice of Sale, to underwriters or potential purchasers of CLIENT's bonds.

(m) Submit information concerning the proposed financing(s) to selected rating agencies in an effort to obtain favorable ratings on CLIENT's financings. If requested, Zions will organize, assist in the preparation of, and participate in CLIENT's presentations made to rating agencies, bond insurers, or investors in New York City, San Francisco, or other locations. The actual fees and related expenses of any such presentation are to be paid by CLIENT.

- (n) Coordinate the closing of the debt issue, including the transfer of funds and the delivery of the securities to the underwriter(s) or purchaser(s).
- (o) Assist with post-closing compliance issues such as private use and tax-exemption issues, audits by regulators or federal agencies, arbitrage compliance, etc.
- (p) Monitor market conditions to identify refunding opportunities for interest savings. Analyze purported savings in refunding proposals made by other market participants.
- (q) Any additional services listed on **Exhibit A** hereof.

The CLIENT acknowledges and agrees that most tasks requested by the CLIENT will not require all services described above and, as such, the specific scope of services for such tasks shall be limited to just those services requested by the Client to be completed.

2. Zions hereby confirms that it is registered as a “municipal advisor” with the SEC and MSRB. Zions will not provide municipal advisory services to CLIENT under this Agreement with respect to any commercial banking transaction between CLIENT and Zions.
3. CLIENT agrees that in consideration for the foregoing services to be performed by Zions, CLIENT shall:
 - (a) cooperate with Zions and provide all information which is reasonably required to enable Zions to fulfill its duties to CLIENT hereunder.
 - (b) pass such ordinances and resolutions and perform such reasonable acts as may be necessary to assure compliance with all applicable laws, ordinances and constitutional provisions pertaining to the issuance of its securities and other related services.
 - (c) furnish Zions with certified copies of all minutes from meetings and proceedings taken, affidavits of publications, etc., in connection with any of the securities issued by CLIENT.
 - (d) pay Zions for services herein outlined and other services incidental hereto in accordance with **Schedule 1** hereof.

MSRB Rule G-42 requires that Zions make a reasonable inquiry as to the facts that are relevant to CLIENT’s determination whether to proceed with a course of action or that form the basis for any advice provided by Zions to CLIENT. The rule also requires that Zions undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Zions is also required under the rule to use reasonable diligence to know the essential facts about CLIENT and the authority of each person acting on CLIENT’s behalf.

CLIENT agrees to cooperate, and to cause its agents to cooperate, with Zions in carrying out these regulatory duties, including providing to Zions accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, CLIENT agrees that, to the extent CLIENT seeks to have Zions provide advice with regard to any recommendation made by a third party, CLIENT will provide to Zions written direction to

do so as well as any information it has received from such third party relating to its recommendation.

CLIENT hereby acknowledges and agrees with the Disclosure Statement attached hereto as **Exhibit B**.

4. It is understood that the execution of this Agreement secures the services of Zions as CLIENT's Municipal Advisor for a period of five (5) years. Either party may cancel and terminate this Agreement on any anniversary date of this Agreement, for any reason, upon 30 days' prior written notice to the other party of such termination.

5. The information used in developing forecast assumptions will be derived from published information and other sources that Zions considers appropriate. However, Zions does not assume responsibility for the accuracy of such material. Forecasts are subject to many uncertainties; therefore, Zions does not represent that any projections of growth will be representative of the results that actually will occur.

6. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Zions or any of its associated persons, Zions and its associated persons shall have no liability to CLIENT for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from CLIENT's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Zions to CLIENT. No recourse shall be had against Zions for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of CLIENT arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any issue or product or otherwise relating to the tax treatment of any issue or product or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by CLIENT of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Zions's duties to CLIENT under SEC and MSRB rules.

7. Zions' services consist solely in providing financial advisory services to municipalities as a municipal advisor and consultant. Zions does not render any legal, accounting or actuarial advice.

8. This Agreement shall be interpreted under the laws of and enforced in the courts of the State of Utah.

9. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Agreement or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as

provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Agreement. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

10. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

11. This Agreement and the attached Exhibits and Schedules constitute the entire agreement between Zions and the CLIENT and supersedes any prior agreement between Zions and the CLIENT with respect to municipal advisory services provided hereunder, except as is set forth in an Addendum, if any, which is made a part of this Agreement and which is signed by both Zions and the CLIENT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

KANAB CITY

By _____
[Officer]

ZIONS PUBLIC FINANCE, Inc.
A wholly-owned subsidiary of
ZIONS BANCORPORATION, N.A.

By _____
Vice President

Principal Approval

By _____
Senior Vice President

Exhibit A
Additional Services

1. Provide advice concerning bond elections, including tax impact calculations, voter information pamphlets, election strategy, and information for media packets, and any other services mutually agreed upon by Zions and CLIENT.
2. Prepare studies regarding general plans, capital facility plans, impact fees, utility rates, tax increment studies, economic development studies, feasibilities studies, public infrastructure districts, business license fees, grants, and other studies as requested by the CLIENT.
3. Prepare, draft and review an Offering Document.
4. Perform the administrative functions of billing, collecting for special assessment areas. This includes keeping the accounting records and preparing periodic reports on the status of the assessments, reserve funds and payment histories of each property owner. Zions will also coordinate with CLIENT's foreclosure trustee if needed.
5. Assist in gathering, preparing and submitting information to the MSRB's EMMA repository all information necessary to comply with the CLIENT's continuing disclosure obligations. Zions will also monitor and help provide compliance with all material event notices that must be filed to comply with SEC regulation 15c2-12.

Exhibit B
Zions Public Finance, Inc.
Disclosure Statement of
Municipal Advisor

REGULATORY DISCLOSURES: MSRB RULE G-42

The Municipal Securities Rulemaking Board (MSRB) Rule G-42 requires all Municipal Advisors to disclose to their clients, in writing, any actual or potential material conflicts of interest, including with respect to certain specifically identified categories in Rule G-42, if applicable. Zions Public Finance, Inc. (hereinafter “Zions”) makes the disclosures set forth below with respect to material actual or potential conflicts of interest in connection with our Agreement for Municipal Advisory Services (the “Agreement”) dated _____ with CLIENT, together with an explanation of how Zions addresses, or intends to manage or mitigate each conflict.

Mitigation of Conflicts of Interest

With respect to each actual or potential conflict disclosed below, (i) for its municipal entity CLIENT, Zions mitigates such conflicts through adherence to SEC and MSRB rules, including compliance with our fiduciary duty and duty of fair dealing to the CLIENT, which includes a duty of loyalty in performing all municipal advisory activities for CLIENT and (ii) for its obligated person CLIENT, Zions mitigates such conflicts through adherence to SEC and MSRB rules, including compliance with our duty of care and duty of fair dealing, in performing all municipal advisory activities for CLIENT. Because Zions is part of a much larger banking organization, our profitability is not dependent on maximizing short-term revenues generated from our municipal advisory activities, but instead is dependent on long-term profitability built on a foundation of integrity, quality service, and compliance with SEC and MSRB rules.

Compensation Based Conflicts

Zions may receive compensation from CLIENT for services rendered which may be contingent upon the successful closing of a transaction, and/or where our compensation may be based in whole or in part on the size of the transaction. In other situations, our compensation may be based upon an hourly rate or rates. In still other situations, our compensation may be based upon an annual retainer or a fixed fee for a given project. While these forms of compensation are typical in the municipal securities market, each of these methods of compensation may present a potential conflict of interest regarding our ability to provide unbiased advice to enter into such transaction.

For example, fees that are (i) dependent upon the size of and successful closing of a transaction could create an incentive for Zions to recommend unnecessary, oversized, or disadvantageous financings in order to increase our compensation; (ii) based upon an hourly rate could create an incentive for Zions to recommend alternatives that result in greater hours worked; and (iii) based upon an annual retainer or fixed fee could incentivize Zions to recommend less time-consuming alternatives or fail to do a more thorough analysis of alternatives. In each case, Zions represents that the potential conflict of interest relating to compensation will not impair our ability to render unbiased and competent advice, to fulfill our duties as described above to the CLIENT, and to comply with SEC and MSRB rules.

Relationship Based Conflicts

Zions has numerous municipal advisory relationships with various governmental entities that may from time to time have interests that could have a direct or indirect impact on CLIENT's interests. For example, Zions' other municipal advisory clients may from time to time, and depending on specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Zions could potentially face a conflict of interest arising from these competing client interests. In addition to the general mitigations described above, Zions will mitigate any such potential conflict through full written disclosure to CLIENT in a timely manner.

In addition to serving as municipal advisor to CLIENT, Zions may, from time to time, serve as a municipal advisor to a conduit borrower. In such event, CLIENT and the conduit borrower may have conflicting interests with regard to fees, terms of the issuance, and other matters. In addition to the general mitigations described above, Zions will mitigate any such potential conflict through full written disclosure to both the conduit borrower and CLIENT in a timely manner.

Affiliate Based Conflicts

As a part of ZIONS BANCORPORATION, N.A., a nationally-chartered banking association, Zions has many affiliated businesses that have provided, or desire to provide, services to governmental entities, including CLIENT.

These affiliates include:

- Zions Bank Corporate Trust, a service department of ZIONS BANCORPORATION, N.A, and related to Zions ("Corporate Trust"), offers corporate trustee and custodial services to municipal issuers and obligated persons. If a client engages in these services, it is done directly with Corporate Trust under a separate agreement.
- Zions Capital Advisor Institutional Liquidity Management ("ZCA"), an affiliate and SEC registered investment advisor provides discretionary money management to institutional clients for a fee. If the client engages ZCA for these services, it will be dealing directly with ZCA under its own agreement and disclosures.
- Zions Bank Capital Markets, an affiliated bank dealer, provides underwriting and dealer services to institutional clients including municipal issuers. Additionally, the dealer may take positions or underwrite securities for other municipal issuers.
- Zions Bank, a division of ZIONS BANCORPORATION, N.A, provides traditional banking services to municipal clients through their branch locations and treasury departments. Any products or services offered are subject to the terms and conditions of the bank agreement for the engagement.

Corporate Trust is the only affiliate that may be expected to provide services that are directly related to the Municipal Advisory activities to be provided by Zions within the scope of services under the Agreement. Corporate Trust acts as a Paying Agent, Registrar, Trustee, and Escrow Agent to municipal clients on municipal financings. Corporate Trust's desire to do business with CLIENT could create an

incentive for Zions to recommend a course of action that increases the level of CLIENT's business activity with this affiliate. In addition to the general mitigations described above, in the event that Zions makes a recommendation to CLIENT that could influence the level of business with Corporate Trust, Zions will consider alternatives to such recommendations which will be disclosed to CLIENT along with the potential impact such recommendations and alternatives would have on CLIENT and the affiliate.

As further described below, Zions Bank, an affiliate of Zions, may from time to time make bank loans to or purchase leases or securities from CLIENT, which such loans and purchases are expressly excluded from the scope of the Agreement.

After reviewing our list of existing affiliate relationships and upcoming transactions, we cannot identify any existing material conflicts of interest that would prevent us from serving as municipal advisor to CLIENT or that are not mitigated by compliance with SEC and MSRB rules. If Zions becomes aware of any additional potential or actual material conflicts of interest after this initial disclosure, Zions will disclose the detailed information, in writing, to CLIENT in a timely manner.

Legal or Disciplinary Events

As registered municipal advisors with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, our legal, disciplinary and judicial events are required to be disclosed on our Forms MA and MA-I filed with the SEC, in 'Item 9 Disclosure Information' of Form MA, 'Item 6 Disclosure Information' of Form MA-I, and if applicable, the corresponding disclosure reporting page(s) ("DRP"). Zions Public Finance, Inc. has updated the firm's Form MA for a recent SEC event related to the use of off-channel communication related municipal advisory activities. To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access the firm or individual advisors filed Forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed, at:

Zions Public Finance, Inc:
<https://www.sec.gov/edgar/browse/?CIK=1628261>

If any material legal or disciplinary event is required to be disclosed on Form MA or any Form MA-I, Zions will provide such disclosure to you, allowing you to evaluate such legal or disciplinary event.

Contract Exemption for Bank Transactions

In our proposed Municipal Advisory Agreement, there is a provision that specifically excludes from the Agreement commercial banking transactions between Zions and the CLIENT ("Bank Transactions").

If a municipal entity CLIENT determines that it would like one of Zions' affiliates to directly engage in a Bank Transaction, and provided that Zions has not previously provided any advice to municipal entity CLIENT on the Bank Transaction, Zions will deliver to municipal entity CLIENT an additional disclosure document.

REGULATORY DISCLOSURES: MSRB RULE G-10

Rule G-10 requires municipal advisors to provide certain notices to clients within specified timeframes.

Zions hereby provides, and no less than once each calendar year hereafter during the course of the municipal advisory relationship will provide, in writing (which may be electronic) to the client, the following items of information:

- (i) Zions Public Finance, Inc. is registered as a “municipal advisor” with the SEC and the MSRB, as required by section 15B of the Securities Exchange Act and the rules adopted by the MSRB;
- (ii) the website address for the MSRB is www.msrb.org; and
- (iii) the MSRB has made available on its website a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Schedule 1

For Services outlined in Section 1(a) through 1(p) of the Agreement

For General Obligation Bonds, the City will pay Zions a fee equal to \$2.50 per \$1,000 of proceeds delivered.

For Revenue Bonds, the City will pay Zions a fee equal to \$3.00 per \$1,000 of proceeds delivered.

For Lease Revenue Bonds, the City will pay Zions a fee equal to \$3.50 per \$1,000 of proceeds delivered.

For Tax Increment Bonds, the City will pay Zions a fee equal to \$4.00 per \$1,000 of proceeds delivered.

For Special Assessment Bonds, the City will pay Zions a fee equal to \$5.00 per \$1,000 of proceeds delivered.

*For each bond issue a “minimum” of \$15,000 would be charged.

FEE Schedule for Exhibit A

For Studies Services

If the City desires that Zions prepare a study as outlined in Section 1(r) above, the City will pay Zions an additional, mutually-agreed upon fee after the scope of the study has been determined.

Fee Schedule for Optional Services

For POS and OS Services outlined in Section 1(s) of the Agreement

If the City desires that Zions draft the preliminary official statement and final official statement, the City will pay Zions an additional fee of \$5,000 for each issue.

For Special Assessment Administration Services outlined in Section 1(t) of the Agreement

If the City desires that Zions administer the billing, collecting and accounting functions related to Special Assessment Areas, the City will pay Zions an additional, mutually-agreed upon fee after the scope of these services has been determined.

For Continuing Disclosure Services outlined in Section 1(u) of the Agreement

If the City desires that Zions prepare and file its continuing disclosure reports required by SEC Regulation 15c2-12, the City will pay Zions an additional, fee based on the following schedule:

Filing Fees¹:	Fee for Annual Financial Information Filing
Base Fee for all General Obligation Bonds Issued	<u>\$2,500.00</u>
Additional Bonds Issued:	
Lease Revenue Annual Appropriation Bonds (includes all lease revenue bonds issued).....	500.00
Revenue Bonds (includes all enterprise revenue bonds issued).....	1,500.00
Tax Increment Bonds (includes all tax increment bonds issued).....	1,500.00
Excise Tax Revenue Bonds (includes all excise revenue bonds issued).....	1,500.00
Other (includes all other bonds issued).....	500.00
Material Event Notice Filing Fees:	
Fee for Late Filing (submitted after [Insert date]).....	750.00
Fee for Material Event Filing.....	500.00

Annually, operating and financial information and audited financial statements will be submitted to the Electronic Municipal Market Access (“EMMA”) by [insert date]. If the information is not filed within the specified timeframe, a Material Event Notice will be filed indicating the “late filing.”

When applicable, Zions Public Finance, Inc. would charge a filing fee for services rendered in the event of a Material Event Notice. A “Material Event” in which disclosure is required may consist of the following:

- (a) The Issuer shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner but not more than ten (10) Business Days after the event:
 - (i) Principal and interest payment delinquencies;
 - (ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (iii) Unscheduled draws on credit enhancements reflecting financial difficulties;
 - (iv) Substitution of credit or liquidity providers, or their failure to perform;

¹ Zions reserves the right to increase the annual information filing fee (singularly or collectively for all types of bond issues) by not more than 2% per year for cost inflation factors. Zions will notify the issuer of these increases at each billing period.

- (v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;
 - (vi) Defeasances;
 - (vii) Tender offers;
 - (viii) Bankruptcy, insolvency, receivership or similar proceedings; or
 - (ix) Rating changes; or
 - (x) Default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.
- (b) The Issuer shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the Listed Event, if material:
- (i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;
 - (ii) Appointment of a successor or additional trustee or the change of the name of a trustee;
 - (iii) Non-payment related defaults;
 - (iv) Modifications to the rights of the owners of the Bonds;
 - (v) Bond calls; or
 - (vi) Release, substitution or sale of property securing repayment of the Bonds; or
 - (vii) Incurrence of a Financial Obligation of the City or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders.

Mayor
Colten Johnson
City Council
Arlon Chamberlain
Steven Shrope
Chris Heaton
Boyd Corry
Peter Banks



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

DATE: February 10, 2026
TO: Mayor and City Council
SUBJECT: WKCSSD Agreement
PREPARED BY: Kyler Ludwig, City Manager

Background:

Kanab City has historically assisted the Western Kane County Special Service District (WKCSSD) by including District utility fees (specifically solid waste and broadcast communication) on monthly City utility bills for residential accounts. To improve transparency, define roles, and formalize this collaboration, City staff met with District representatives to draft a written agreement outlining billing and collection procedures, compensation, and administrative responsibilities.

Analysis:

The proposed agreement outlines the responsibilities of both parties. The District will continue to provide solid waste and communication services, maintain related infrastructure, and set applicable service rates. The City's role will be limited to billing and collecting District fees for residential accounts that already receive standard City utilities, such as water. Commercial accounts will remain the responsibility of the District unless a separate agreement is made.

The City will include District fees on monthly utility bills for qualifying accounts and remit the full amount collected to the District. In return, the District will pay the City a 4.5% collection fee based on the gross amount collected for each fund (solid waste and communications tracked separately). This payment will be due within 15 days of the City's monthly remittance.

Before any changes to District rates appear on City bills, the District must provide at least 60 days' written notice, including the updated rates and the date they take effect. The City is not responsible for unpaid charges and may retain any late fees it collects according to its own utility billing policies.

District fees will not be billed when a property is vacant or inactive and not receiving any City utilities. The District will manage any opt-out or waiver processes, particularly for communications services, and the City will refer customers or follow agreed procedures.

— A Western Classic —

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The agreement allows the City and District to share customer and billing data as needed for accurate billing.

Legal:

Approved as to form

Financial:

The City will receive a 4.5% collection fee on all District charges that are billed and successfully collected. The City bears no financial liability for unpaid District fees, as compensation is based solely on actual collections. This arrangement is consistent with the current fee structure already in place.

Recommendations/Actions:

It is recommended that the City Council:

1. Authorize staff to finalize and execute the agreement with the Western Kane County Special Service District as outlined.
2. Direct staff to implement billing procedures and record-sharing practices in accordance with the agreement.

Attachments:

Proposed Agreement

— A Western Classic —

Mayor
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City Council
Arlon Chamberlain
Steven Shrope
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: February 10, 2026
TO: Mayor and City Council
SUBJECT: FY 2026 Q2 Financial Report
PREPARED BY: Kyler Ludwig, City Manager

Background:

This report provides an unaudited mid-year overview of Kanab City's General Fund and other key municipal accounts for FY 2025–26, covering the period from July 1 through December 31, 2025 (Q2). These figures offer a snapshot of the City's financial position and are subject to change pending the year-end audit.

Analysis:

At the midpoint of Fiscal Year 2026, Kanab City's General Fund revenues stand at approximately 52.5% of the total annual budget. Overall, General Fund revenues are down 8.4% compared to the same period in the prior year. Sales tax collections have declined between 6% and 12%, continuing the trend of softening retail and service activity observed in the previous quarter. In contrast, property tax collections have increased by nearly \$100,000 year-over-year, reflecting improved compliance.

Building permit revenue has declined significantly (down approximately 74% from the prior year) resulting in a shortfall of nearly \$200,000. This decrease aligns with reduced development activity, and similar trends are reflected in impact fee collections. Interest income has decreased by about \$80,000 compared to the prior year, largely due to declining market interest rates. Some revenues, particularly service-related fees, are not yet reflected in the Q2 financial report due to timing (fire department service fees paid by the Special Service District ~\$300,000, will be posted in the third quarter and the Q2 hospital bill of ~\$125,000 will also be shown in the next month.

On the expenditure side, General Fund spending through Q2 has increased by approximately \$200,000 over the same period last year, representing a 6% year-over-year increase; Much of this increase is from the full allocation of \$900,000 in scheduled interfund transfers. A new transfer of \$170,000 to the Wildland Fire Fund was completed during the quarter, which will support the acquisition of future fire apparatus in coordination with impact fee and grant funding.

— A Western Classic —

Mayor**Colten Johnson****City Council****Arlon Chamberlain****Steven Shrope****Chris Heaton****Boyd Corry****Peter Banks****City Manager****Kyler Ludwig****City Attorney****Kent Burggraaf****City Recorder****Celeste Cram****City Treasurer****Danielle Ramsay**

Utility fund performance remains stable, with revenues from water, sewer, and stormwater services slightly ahead of prior year levels and in line with budget expectations. Capital costs have risen modestly due to scheduled vehicle purchases and infrastructure projects. While no immediate financial concerns have been identified, staff will continue to monitor revenue performance.

Legal:

Approved as to form

Financial:

No budget amendments are proposed at this time.

Recommendations/Actions:

It is recommended that the City Council:

Receive and file the Q2 FY 2025–26 Financial Report for informational purposes

Attachments:

FY 2026 Q2 Budget Summary Report (Unaudited)

— A Western Classic —

Report Criteria:

Includes all accounts

Includes grand totals

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
GENERAL FUND					
10-2311	UNEARNED REVENUE-ASSESSED	710,339.00-	.00	1,963,777.00-	.00
TAXES					
10-31-10	PROPERTY TAXES	564,304.03	920,000.00	668,238.35	975,000.00
10-31-11	PRIOR YEARS PROPERTY TAXES	8,498.47	40,000.00	12,623.34	40,000.00
10-31-15	PROPERTY TAX - FEES IN LIEU	33,124.34	56,000.00	39,849.22	50,000.00
10-31-30	SALES TAXES	836,183.85	1,590,000.00	785,191.27	1,600,000.00
10-31-31	SALES TAXES (RESORT)	749,275.83	1,350,000.00	652,643.86	1,350,000.00
10-31-32	Municipal Transient Room Tax	199,535.62	320,000.00	208,411.99	330,000.00
10-31-33	Municipal Energy Tax	165,776.55	325,000.00	167,262.20	320,000.00
10-31-70	MOBILE PHONE SVC. REVENUE TAX	22,796.21	40,000.00	17,980.28	40,000.00
10-31-80	FRANCHISE TAXES	.00	2,000.00	.00	2,000.00
Total TAXES:		2,579,494.90	4,643,000.00	2,552,200.51	4,707,000.00
LICENSES AND PERMITS					
10-32-10	BUSINESS LICENSES	6,533.80	45,000.00	8,118.38	50,000.00
10-32-21	BUILDING PERMITS	276,070.96	375,000.00	71,213.66	300,000.00
10-32-22	ENGINEERING REVIEW FEE	5,250.00	13,500.00	18,175.00	20,000.00
10-32-25	DOG LICENSES & POUND FEES	255.00	2,500.00	460.00	3,000.00
Total LICENSES AND PERMITS:		288,109.76	436,000.00	97,967.04	373,000.00
INTERGOVERNMENTAL REVENUES					
10-33-31	STATE - AIRPORT	.00	.00	.00	.00
10-33-33	COUNTY GRANT - POLICE OVERTIME	.00	.00	.00	.00
10-33-38	COLOR COUNTRY GRANT - TRAILS	.00	.00	.00	.00
10-33-39	STATE GRANT - TRAILS CONST.	.00	.00	.00	.00
10-33-40	STATE GRANT - UDOT SIDEWALK	.00	.00	.00	.00
10-33-41	STATE GRANT-FIRESTATION SDWALK	.00	.00	.00	.00
10-33-42	ST GRANT (HERIT COMM & OMS)	.00	15,000.00	16,515.00	.00
10-33-43	STATE GRANT - C.E.R.T.	.00	.00	.00	.00
10-33-44	STATE GRANT - FIRE DEPT.	.00	9,750.00	.00	.00
10-33-45	STATE GRANT - UT ARTS COUNCIL	.00	.00	.00	.00
10-33-46	STATE GRANT - CDBG MESA HILLS	.00	.00	.00	.00
10-33-47	ST GRANT - UT STATE LIBRARY	1,134.82	6,300.00	1,550.01	.00
10-33-48	STATE GRANT - COMM. FORESTRY	.00	.00	.00	.00
10-33-49	STATE GRANT - POLICE DEPT	8,218.63	8,200.00	.00	.00
10-33-53	FEDERAL GRANT - BLM TRAILS	.00	.00	.00	.00
10-33-54	FEDERAL GRANT	.00	.00	.00	.00
10-33-55	FEDERAL GRANT - FAA AIRPORT	.00	.00	.00	.00
10-33-56	CLASS "C" ROAD FUND ALLOTMENT	.00	.00	.00	.00
10-33-58	STATE LIQUOR FUND	15,659.96	15,000.00	.00	15,000.00
10-33-59	STATE AVIATION FUEL TAX	128.49	500.00	1,401.43	500.00
10-33-67	STATE LOAN - CIB (TEA 21 PJCT)	.00	.00	.00	.00
Total INTERGOVERNMENTAL REVENUES:		25,141.90	54,750.00	19,466.44	15,500.00
CHARGES FOR SERVICES					
10-34-09	LIBRARY DONATIONS	188.00	2,500.00	269.00	1,000.00
10-34-11	FIRE DEPARTMENT FEES RECEIVED	240,627.00	490,000.00	123,600.00	800,000.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
10-34-13	ZONING & SUBDIVISION FEES	42,548.75	63,000.00	34,557.99	40,000.00
10-34-14	CEMETERY LOT SALES	5,600.00	7,500.00	13,625.00	10,000.00
10-34-15	CEMETERY OPEN & CLOSE	22,750.00	25,000.00	4,250.00	10,000.00
10-34-16	CEMETERY UPKEEP FEES	.00	.00	.00	.00
10-34-17	PAPER SERVICE	.00	.00	.00	.00
10-34-18	CEMETERY MONUMENT SALES	1,580.00	.00	450.00	.00
10-34-30	SPEC. SVC. DIST. BILLING FEES	13,351.60	20,000.00	10,137.60	20,000.00
10-34-41	FIRE INSPECTIONS	1,275.00	6,000.00	1,250.00	1,000.00
10-34-80	PARK FUND	2,635.00	6,000.00	1,470.00	5,000.00
Total CHARGES FOR SERVICES:		330,555.35	620,000.00	189,609.59	887,000.00
FINES & FORFEITURES					
10-35-10	DISTRICT COUR FINES	.00	.00	.00	.00
10-35-11	J.P. COURT FINES	25,076.49	45,000.00	15,325.11	30,000.00
10-35-15	LIBRARY FINES & FEES	1,931.95	15,000.00	1,676.58	15,000.00
Total FINES & FORFEITURES:		27,008.44	60,000.00	17,001.69	45,000.00
MISCELLANEOUS					
10-36-10	INTEREST INCOME	270,366.82	500,000.00	193,635.32	300,000.00
10-36-11	INT. EARNED- CLASS C ROAD FUND	.00	.00	.00	.00
10-36-20	RENTS & LEASES - BLDGS & GRNDS	21,349.00	30,000.00	30,730.42	.00
10-36-50	AIRPORT FUEL SALES	82,108.45	150,000.00	126,460.16	.00
10-36-52	AIRPORT FEES	.00	.00	.00	.00
10-36-53	HERITAGE MUSEUM DONATIONS	720.37	.00	923.00	.00
10-36-54	CREDIT CARD CASH BACK	2,879.10	5,000.00	7,202.37	.00
10-36-55	HERITAGE BATHROOM DONATIONS	.00	.00	.00	.00
10-36-70	BANK ACCOUNT TRANSFER ACCT.	4,000.00	.00	82,449.03	.00
10-36-80	DONATIONS	.00	.00	.00	.00
10-36-89	Glazier home Rental	.00	.00	.00	.00
10-36-90	SUNDRY REVENUE	8,257.94	20,000.00	13,927.08	30,000.00
10-36-91	ARPA	.00	.00	.00	.00
10-36-95	ON-LINE CONVENIENCE FEES	2,880.00	4,500.00	2,904.00	5,000.00
Total MISCELLANEOUS:		392,561.68	709,500.00	458,231.38	335,000.00
CONTRIBUTIONS & TRANSFERS					
10-38-06	WATER & SEWER FUND LOAN	.00	.00	.00	.00
10-38-10	TRANSFERS FROM OTHER FUNDS	.00	20,000.00	.00	.00
10-38-11	TRANFSERS FROM EQUIP. REPLACE	.00	.00	.00	.00
10-38-12	TRANSFERS FROM PERPETUAL CARE	.00	.00	.00	.00
10-38-70	CONTRIBUTIONS - SWIMMING POOL	.00	.00	.00	.00
10-38-72	CONTRIBUTIONS - VARIETY ARTS	1,400.00	2,500.00	1,721.00	.00
10-38-73	CONTRIBUTIONS - JUNIPER ROOM	.00	.00	.00	.00
10-38-74	CONTRIBUTIONS - HERITAGE HOUSE	2,469.81	7,000.00	4,050.00	.00
10-38-76	CONTRIBUTIONS - LIBRARY FRIEND	32.00	.00	.00	.00
10-38-78	CONTRIBUTIONS - ANIMAL POUND	.00	.00	.00	.00
10-38-79	CONTRIBUTIONS - PARK	.00	.00	.00	.00
10-38-80	FIRE DEPT CONTRIBUTIONS	.00	.00	.00	.00
10-38-84	TRANSFER FROM RECREATION FUND	.00	.00	.00	.00
10-38-86	TRANSFERS FROM IMPACT FEE FD	.00	.00	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
10-38-90	BEG FD BAL TO APPROP - GEN FD	.00	.00	.00	.00
10-38-92	BEG FD BAL TO APPROP - CLASS C	.00	.00	.00	.00
10-38-93	BEG FD BAL TO APPROP - EQUIP R	.00	.00	.00	.00
Total CONTRIBUTIONS & TRANSFERS:		3,901.81	29,500.00	5,771.00	.00

ADMINISTRATIVE

10-41-11	SALARIES	66,510.25	125,000.00	63,582.95	130,000.00
10-41-13	EMPLOYEE BENEFITS	35,959.17	72,000.00	36,804.11	80,000.00
10-41-15	SALARY (COUNCILMEMBERS)	10,908.00	36,500.00	18,108.00	36,500.00
10-41-21	SUBSCRIPTION & MEMBERSHIPS	625.00	2,500.00	50.00	2,500.00
10-41-23	TRAVEL & TRAINING	1,610.85	6,000.00	3,045.03	7,500.00
10-41-24	OFFICE EXPENSE & SUPPLIES	35,035.68	75,000.00	41,602.66	70,000.00
10-41-25	AUTO EXPENSE	.00	2,500.00	6,471.63	2,500.00
10-41-27	Utilities	4,860.51	8,500.00	4,651.95	14,000.00
10-41-31	ATTORNEY SERVICES - URMMA	.00	15,000.00	.00	15,000.00
10-41-32	AUDIT FEES	32,000.00	35,000.00	33,000.00	35,000.00
10-41-33	ENGINEERING FEES	.00	10,000.00	.00	10,000.00
10-41-35	COMPUTER MAINTENANCE CONTRAC	1,432.68	16,000.00	1,193.90	15,000.00
10-41-50	INSURANCE & SURETY BONDS	6,931.19	15,000.00	10,871.13	15,000.00
10-41-54	DONATIONS	.00	.00	.00	.00
10-41-55	SPECIAL EVENTS - DONATIONS	.00	.00	.00	.00
10-41-59	MANPOWER STUDY	.00	.00	.00	.00
10-41-60	ELECTION EXPENSE	.00	.00	8,579.56	5,000.00
10-41-61	COUNCIL EXPENSES	1,319.11	5,000.00	.00	10,000.00
10-41-64	SUNDRY (CAFETERIA PLAN)	.00	.00	.00	.00
10-41-65	SICK LEAVE REIMBURSEMENT FUND	.00	.00	.00	.00
10-41-69	EQUIP. REPLACEMNT FUND DEPOSIT	.00	.00	.00	.00
10-41-70	CAPITAL OUTLAY	.00	.00	.00	.00
10-41-99	Cares Act	.00	.00	.00	.00
Total ADMINISTRATIVE:		197,192.44	424,000.00	227,960.92	448,000.00

JUDICIAL

10-42-11	SALARIES	.00	.00	.00	.00
10-42-13	EMPLOYEE BENEFITS	.00	.00	.00	.00
10-42-23	TRAVEL & TRAINING	.00	.00	.00	.00
10-42-24	OFFICE EXPENSE & SUPPLIES	.00	.00	.00	.00
10-42-27	UTILITIES	.00	.00	.00	.00
10-42-29	RENT EXPENSE	.00	.00	.00	.00
10-42-35	COMPUTER MAINTENANCE CONTRAC	.00	.00	.00	.00
10-42-62	WITNESS & JURY FEES	.00	.00	.00	.00
10-42-63	PUBLIC DEFENDER FEES	6,000.00	20,000.00	13,000.00	20,000.00
10-42-70	CAPITAL OUTLAY	.00	.00	.00	.00
10-42-80	Prisoner Transport	.00	.00	.00	.00
10-42-99	JUDICIAL DEPARTMENT	.00	.00	.00	.00
Total JUDICIAL:		6,000.00	20,000.00	13,000.00	20,000.00

CITY ATTORNEY

10-43-11	SALARIES	24,978.80	50,000.00	30,087.35	53,000.00
10-43-12	PART TIME SALARIES	5,178.94	15,000.00	6,226.14	22,000.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
10-43-13	EMPLOYEE BENEFITS	11,860.55	30,000.00	12,446.10	32,000.00
10-43-23	TRAVEL & TRAINING	2,439.70	4,000.00	2,026.35	5,000.00
10-43-24	OFFICE EXPENSE & SUPPLIES	2,103.14	10,000.00	2,286.46	10,000.00
10-43-27	UTILITIES	.00	.00	.00	.00
10-43-29	RENT EXPENSE	.00	.00	.00	.00
10-43-31	ATTORNEY SERVICES	.00	.00	.00	.00
10-43-70	PLANNING EXP. - LAND USE ORD.	.00	.00	.00	.00
10-43-99	CITY ATTORNEY DEPARTMENT	.00	.00	.00	.00
Total CITY ATTORNEY:		46,561.13	109,000.00	53,072.40	122,000.00
GENERAL GOVERNMENT BUILDINGS					
10-44-99	GOVERNMENT BUILDINGS DEPART.	.00	.00	.00	.00
Total GENERAL GOVERNMENT BUILDINGS:		.00	.00	.00	.00
PLANNING COMM & BOARD OF ADJ.					
10-45-12	SALARIES (ZONING ADMIN.) PART	39,698.00	75,000.00	41,928.44	70,000.00
10-45-13	EMPLOYEE BENEFITS	22,605.20	45,000.00	21,829.19	48,000.00
10-45-14	CONTRACT SERVICES - PLANNER	316.25	500.00	.00	5,000.00
10-45-23	TRAVEL & TRAINING	491.56	5,000.00	19.95	5,500.00
10-45-24	OFFICE EXPENSE & SUPPLIES	9,667.46	10,500.00	3,191.43	15,000.00
10-45-33	ENGINEERING FEES	42,238.40	70,000.00	5,234.07	50,000.00
10-45-34	ENGR. FEES - CAP. FACILITIES	.00	.00	.00	.00
10-45-63	PLANNING EXP. - BLM BUILDING	.00	.00	.00	.00
10-45-64	PLANNING EXP. - GIS PARCELING	.00	.00	.00	.00
10-45-65	PLANNING EXP- GIS MAPPING	.00	.00	.00	.00
10-45-66	PLANNING EXP. - DANNY MASON	.00	.00	.00	.00
10-45-67	PLANNING EXP. - SENSITIVE LAND	.00	.00	.00	.00
10-45-68	PLANNING EXP. -SUBDIVISION ORD	.00	.00	.00	.00
10-45-69	PLANNING EXP- UPGRADE GEN PLAN	.00	.00	.00	.00
10-45-99	PLANNING COMMISSION DEPARTMEN	.00	.00	.00	.00
Total PLANNING COMM & BOARD OF ADJ.:		115,016.87	206,000.00	72,203.08	193,500.00
GENERAL GOVERNMENT BUILDINGS					
10-46-20	MAINTENANCE (BUILDINGS)	10,880.78	15,000.00	3,898.50	25,000.00
10-46-22	KANAB CITY BUILDING AUTHORITY	1,177.31	3,000.00	1,479.72	3,000.00
10-46-25	MULTI-PURPOSE ROOM MAINT	.00	11,000.00	.00	.00
10-46-29	RENTS & LEASES (BUILDINGS)	.00	.00	.00	.00
Total GENERAL GOVERNMENT BUILDINGS:		12,058.09	29,000.00	5,378.22	28,000.00
Grant Expenditures					
10-47-10	Library Grant Expenditure	.00	.00	.00	.00
Total Grant Expenditures:		.00	.00	.00	.00
POLICE DEPARTMENT					
10-54-11	SALARIES	361,114.69	770,000.00	359,490.45	815,000.00
10-54-13	EMPLOYEE BENEFITS	237,285.12	525,000.00	237,343.68	558,000.00
10-54-14	LIQUOR LAW	.00	.00	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
10-54-15	WAGES - DRUG TASK FORCE OFFICE	.00	.00	.00	.00
10-54-16	WAGES (RESERVE OFFICERS)	.00	5,000.00	1,520.00	3,000.00
10-54-17	WAGES (Overtime)	6,355.71	12,000.00	4,680.74	10,000.00
10-54-19	WAGES (CROSSING GUARD)	.00	7,500.00	6,556.50	7,500.00
10-54-21	SUBSCRIPTION & MEMBERSHIPS	110.00	3,000.00	2,124.28	3,000.00
10-54-23	TRAVEL & TRAINING	12,681.31	25,000.00	12,138.30	12,000.00
10-54-24	OFFICE EXPENSE & SUPPLIES	23,018.67	37,000.00	23,299.55	25,000.00
10-54-25	AUTO EXPENSE	11,343.59	30,000.00	10,748.21	30,000.00
10-54-27	UTILITIES	3,771.41	12,000.00	3,699.95	12,000.00
10-54-29	RENT EXPENSE (OFFICE)	.00	.00	.00	.00
10-54-35	COMPUTER MAINTENANCE CONTRAC	458.16	6,000.00	22,664.80	25,000.00
10-54-37	JAIL DAYS	.00	.00	.00	.00
10-54-45	DEPARTMENT SUPPLIES	30,917.41	80,000.00	45,355.03	50,000.00
10-54-51	INSURANCE (LINE OF DUTY)	.00	.00	.00	.00
10-54-52	INSURANCE (OFF DUTY AUTO)	9,455.45	10,000.00	13,477.06	12,000.00
10-54-55	TASK FORCE OFFICE EXPENSES	28,999.98	58,000.00	14,499.99	58,000.00
10-54-65	SUNDRY (JAIL EXPENSES)	.00	.00	.00	.00
10-54-66	Animal Control Salary	.00	.00	.00	.00
10-54-67	ANIMAL CONTROL	2,936.25	8,000.00	3,267.12	5,000.00
10-54-68	ANIMAL CONTROL - MADDIE FUND	.00	.00	.00	.00
10-54-69	Animal Control Employee Benfit	.00	.00	.00	.00
10-54-70	OPERATING LEASE PAYMENT	.00	.00	.00	.00
10-54-74	CAPITAL OUTLAY	.00	25,000.00	1,644.12	.00
10-54-75	CAPITAL OUTLAY (ANIMAL POUND)	.00	.00	.00	.00
10-54-76	CAPITAL OUTLAY - COMP. UPDATE	.00	.00	.00	.00
10-54-99	Police Department Vehicles	.00	25,000.00	.00	75,000.00
Total POLICE DEPARTMENT:		728,447.75	1,638,500.00	762,509.78	1,700,500.00
FIRE DEPARTMENT					
10-58-11	SALARIES	378,556.28	725,000.00	393,326.80	750,000.00
10-58-12	FIRE OVERTIME	26,561.98	70,000.00	37,615.91	75,000.00
10-58-13	EMPLOYEE BENEFITS	237,922.32	470,000.00	247,379.07	500,000.00
10-58-20	MAINTENANCE (RESCUE TRUCK)	22.88	.00	.00	.00
10-58-23	TRAVEL & TRAINING	6,508.19	11,000.00	2,877.15	11,000.00
10-58-24	OFFICE EXPENSE & SUPPLIES	9,812.71	14,000.00	9,770.09	15,000.00
10-58-25	AUTO EXPENSE	28,133.36	32,000.00	18,235.60	53,000.00
10-58-26	EQUIP. SUPPLIES & MAINTENANCE	31,267.89	60,000.00	28,102.79	53,000.00
10-58-27	UTILITIES	6,882.80	17,500.00	6,132.77	20,000.00
10-58-35	COMPUTER MAINTENANCE	552.00	3,000.00	678.21	4,000.00
10-58-38	VOLUNTEER SERVICES	5,892.17	15,000.00	3,023.74	10,000.00
10-58-50	INSURANCE & SURITY BONDS	16,992.45	17,000.00	19,822.40	16,000.00
10-58-64	SUNDRY (FIRE STATION REPAIR)	2,945.56	.00	3,092.84	.00
10-58-70	CAPITAL OUTLAY	.00	.00	.00	.00
10-58-99	FIRE DEPARTMENT Vehicles	.00	.00	.00	.00
Total FIRE DEPARTMENT:		752,050.59	1,434,500.00	770,057.37	1,507,000.00
FIRE DEPARTMENT					
10-59-11	SALARIES	76,116.30	170,000.00	71,928.39	185,000.00
10-59-13	EMPLOYEE BENEFITS	42,804.85	90,000.00	33,527.11	95,000.00
10-59-23	TRAVEL & TRAINING	3,826.06	10,000.00	1,727.70	10,000.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
10-59-24	OFFICE EXPENSE & SUPPLIES	2,070.31	5,000.00	1,321.88	5,000.00
10-59-25	AUTO EXPENSE	544.93	5,000.00	5,083.91	2,000.00
10-59-26	EQUIP. SUPPLIES & MAINTENANCE	.00	3,000.00	18.99	3,000.00
10-59-27	UTILITIES	.00	.00	.00	.00
10-59-29	RENT EXPENSE	.00	.00	.00	.00
10-59-33	PROFESSIONAL FEES - PLAN CHECK	22,902.59	100,000.00	34,646.03	70,000.00
10-59-64	SUNDRY (PAYMENTS TO STATE)	1,561.73	5,000.00	262.87	5,000.00
10-59-70	CAPITAL OUTLAY	.00	32,000.00	.00	.00
10-59-99	BUILDING INSPECTION DEPT.	.00	.00	.00	.00
Total FIRE DEPARTMENT:		149,826.77	420,000.00	148,516.88	375,000.00
STREETS					
10-60-11	SALARIES	32,167.20	85,000.00	32,891.16	91,000.00
10-60-12	SALARIES (PART TIME)	.00	.00	.00	.00
10-60-13	EMPLOYEE BENEFITS	21,623.91	57,000.00	21,833.06	61,000.00
10-60-23	TRAVEL & TRAINING	.00	5,000.00	.00	2,000.00
10-60-24	OFFICE EXPENSE & SUPPLIES	4,541.03	6,000.00	396.00	6,000.00
10-60-25	AUTO EXPENSE	7,815.35	10,000.00	.00	10,000.00
10-60-26	EQUIP. SUPPLIES & MAINTENANCE	21,508.90	40,000.00	4,105.51	25,000.00
10-60-33	ENGINEERING FEES	.00	8,000.00	3,688.00	.00
10-60-41	SAFE SIDEWALK GRANT EXP.	.00	.00	.00	.00
10-60-42	CLASS "C" ROADS (SIDEWALK REP)	.00	.00	.00	.00
10-60-44	CLASS "C" ROADS (PROJECTS)	39,976.44	.00	17,334.35	.00
10-60-46	TRANS TO DEBT SVC. - YARD	.00	.00	.00	.00
10-60-65	SUNDRY (STREET LIGHT UTILITY)	10,749.68	.00	.00	.00
10-60-70	CAPITAL OUTLAY (EQUIPMENT)	.00	.00	.00	.00
10-60-71	CAPITAL OUTLAY (SIDEWALK PJCT)	.00	.00	2,407.00	.00
10-60-72	CAPITAL OUTLAY (TRAFFIC LIGHT)	.00	.00	.00	.00
10-60-73	CAPITAL OUTLAY (FLOOD CONT)	.00	.00	.00	.00
10-60-74	CAPITAL OUTLAY (CHIP SEAL)	.00	.00	.00	.00
10-60-75	CAPITAL OUTLAY (TEA 21 PROJECT)	.00	.00	.00	.00
10-60-76	CAPITAL OUTLAY	.00	.00	.00	.00
10-60-77	CAPITAL OUTLAY - KANAB CREEK B	.00	.00	.00	.00
10-60-95	TRANSFERS TO KCR BRIDGE REPLAC	.00	.00	.00	.00
10-60-96	TRANSFER CLASS C TO DEBT SVC	.00	.00	.00	.00
10-60-99	HIGHWAYS & STREETS DEPT.	.00	.00	.00	.00
Total STREETS:		58,429.63	211,000.00	82,655.08	195,000.00
GOLF COURSE					
10-61-27	UTILITIES	.00	.00	.00	.00
Total GOLF COURSE:		.00	.00	.00	.00
AIRPORT					
10-62-11	SALARIES	44,654.99	110,000.00	63,832.27	115,000.00
10-62-12	SALARIES (PART TIME)	.00	.00	.00	.00
10-62-13	EMPLOYEE BENEFITS	22,053.90	63,000.00	43,222.79	70,000.00
10-62-14	FUEL SALES COMMISSIONS PAID	.00	5,000.00	.00	5,000.00
10-62-23	TRAVEL & TRAINING	.00	.00	1,256.17	5,000.00
10-62-24	OFFICE EXPENSE & SUPPLIES	572.73	5,500.00	3,954.38	5,500.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
10-62-26	EQUIP. SUPPLIES & MAINTENANCE	20,046.23	30,000.00	10,644.42	25,000.00
10-62-27	UTILITIES	6,986.19	16,000.00	6,779.07	18,000.00
10-62-50	INSURANCE & SURITY BOND	11,048.48	12,000.00	3,239.76	12,000.00
10-62-65	SUNDRY (FUEL PURCHASES)	84,306.50	150,000.00	119,738.68	.00
10-62-68	MAINTENANCE (AWOS)	5,700.00	9,000.00	.00	8,500.00
10-62-69	CAPITAL OUTLAY (SEAL COAT PJCT	.00	.00	.00	.00
10-62-70	CAPITAL OUTLAY	.00	.00	.00	.00
10-62-71	CAPITAL OUTLAY-(AIRPORT LIGHT	.00	.00	.00	.00
10-62-99	AIRPORT DEPARTMENT	.00	.00	.00	.00
Total AIRPORT:		195,369.02	400,500.00	252,667.54	264,000.00
PARKS					
10-64-11	SALARIES	111,002.00	203,000.00	97,682.60	216,000.00
10-64-12	SALARIES (PART TIME)	.00	30,000.00	18,784.51	30,000.00
10-64-13	EMPLOYEE BENEFITS	72,895.56	148,000.00	66,000.97	157,000.00
10-64-14	RECREATION DIRECTOR	.00	.00	.00	.00
10-64-23	TRAVEL & TRAINING	720.00	5,000.00	280.00	5,000.00
10-64-25	AUTO EXPENSE	7,228.05	20,000.00	8,528.65	15,000.00
10-64-26	EQUIP. SUPPLIES & MAINTENANCE	52,920.59	80,000.00	43,696.65	80,000.00
10-64-27	UTILITIES	65,404.12	100,000.00	67,544.04	100,000.00
10-64-30	TRASH REMOVAL	2,300.00	6,000.00	2,610.00	6,000.00
10-64-60	(SUNDRY - (REC. MASTER PLAN)	.00	.00	.00	.00
10-64-63	SUNDRY (TRAILS)	.00	.00	.00	.00
10-64-64	SUNDRY (SUMMER RECREATION)	.00	.00	.00	.00
10-64-65	SUNDRY - MAINT. CONT.	.00	.00	.00	.00
10-64-66	SUNDRY (4TH JULY EXPENSES)	3,608.73	25,000.00	15,000.00	25,000.00
10-64-67	SUNDRY (FIREWORKS)	.00	.00	.00	.00
10-64-70	CAPITAL OUTLAY	50,676.32	51,000.00	16,159.74	30,000.00
10-64-73	CAPITAL OUTLAY -J HAMBLIN PARK	.00	.00	.00	.00
10-64-74	CAPITAL OUTLAY-HAMBLIN (CITY)	.00	.00	.00	.00
10-64-81	YOUTH RECREATION	.00	.00	.00	.00
10-64-99	PARKS GENERAL	2,455.53	2,500.00	.00	.00
Total PARKS:		369,210.90	670,500.00	336,287.16	664,000.00
CEMETERY					
10-65-11	SALARIES	.00	.00	.00	.00
10-65-12	SALARIES (PART TIME)	.00	.00	.00	.00
10-65-13	EMPLOYEE BENEFITS	.00	.00	.00	.00
10-65-23	TRAVEL & TRAINING	.00	3,000.00	.00	3,000.00
10-65-25	AUTO EXPENSE	.00	.00	.00	.00
10-65-26	EQUIP. SUPPLIES & MAINTENANCE	700.00	10,000.00	1,388.25	10,000.00
10-65-27	UTILITIES	.00	.00	367.93	.00
10-65-30	CEMETERY MONUMENTS	.00	.00	.00	.00
10-65-40	CHEMICALS (CEMETERY)	.00	.00	.00	.00
10-65-65	Maint Contract	.00	.00	.00	.00
10-65-70	CAPITAL OUTLAY	.00	.00	.00	.00
10-65-80	LOT BUY BACKS	600.00	5,000.00	300.00	5,000.00
10-65-99	CEMETERY GENERAL	67.66	.00	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
Total CEMETERY:		1,367.66	18,000.00	2,056.18	18,000.00
LIBRARY					
10-66-11	SALARIES	29,616.40	58,000.00	31,127.46	62,000.00
10-66-12	SALARIES (PART TIME)	26,603.63	55,000.00	27,716.60	60,000.00
10-66-13	EMPLOYEE BENEFITS	20,193.35	50,000.00	15,203.95	53,000.00
10-66-23	TRAVEL & TRAINING	361.80	1,500.00	60.00	1,000.00
10-66-24	OFFICE EXPENSE & SUPPLIES	4,429.44	7,500.00	707.53	7,500.00
10-66-26	EQUIP. SUPPLIES & MAINTENANCE	6,512.41	13,000.00	5,750.41	13,000.00
10-66-27	UTILITIES	5,793.87	13,000.00	9,065.84	14,000.00
10-66-34	CONTRACT SERVICES	.00	.00	.00	.00
10-66-35	COMPUTER MAINTENANCE CONTRAC	1,531.92	4,000.00	1,276.60	4,000.00
10-66-41	MAGAZINES & NEWSPAPERS	105.07	1,500.00	241.49	1,000.00
10-66-42	BOOKS	12,204.49	25,000.00	5,885.14	25,000.00
10-66-69	STATE LIBRARY GRANT EXPENDITUR	.00	10,000.00	.00	10,000.00
10-66-70	Program Development	367.14	7,500.00	1,356.29	7,500.00
10-66-99	LIBRARY DEPARTMENT	.00	.00	.00	.00
Total LIBRARY:		107,719.52	246,000.00	98,391.31	258,000.00
HERITAGE HOUSE					
10-67-12	SALARIES (PART TIME)	37,722.98	80,000.00	40,980.50	80,000.00
10-67-13	EMPLOYEE BENEFITS	2,987.94	6,500.00	4,085.13	7,500.00
10-67-14	LABOR	.00	.00	.00	.00
10-67-23	TRAVEL & TRAINING	1,398.80	2,200.00	1,107.55	2,500.00
10-67-26	EQUIP. SUPPLIES & MAINTENANCE	7,041.10	19,500.00	6,745.74	19,500.00
10-67-27	UTILITIES	5,197.02	14,000.00	5,370.04	14,000.00
10-67-34	CONTRACT SERVICES	.00	.00	.00	.00
10-67-58	HERITAGE MUSEUM EXPENSES	3,106.34	5,000.00	2,332.63	.00
10-67-60	HERITAGE HOUSE EXPENSES	.00	.00	.00	.00
10-67-63	HERITAGE DEVELOPMENT GRANT EXP	.00	.00	.00	.00
10-67-70	CAPITAL OUTLAY MUSEUM	.00	25,000.00	.00	5,000.00
10-67-99	CAPITAL OUTLAY HOUSE	533.00	5,000.00	.00	5,000.00
Total HERITAGE HOUSE:		57,987.18	157,200.00	60,621.59	133,500.00
COMMUNITY DEVELOPMENT					
10-68-60	MISC-WELCOM SIGN & POWER LINE	.00	.00	.00	.00
10-68-61	ARTS BOARD EXPENSES	3,886.25	10,000.00	7,376.69	10,000.00
10-68-65	SUNDRY (TREE COMMITTEE)	.00	.00	.00	5,000.00
10-68-66	SUNDRY (BEAUTIFICATION COMM)	.00	5,000.00	.00	5,000.00
10-68-67	MESA HILLS CDBG EXPENDITURES	.00	.00	.00	.00
10-68-68	SUNDRY (VOLUNTEER CENTER)	.00	.00	.00	.00
10-68-69	HOMLAND SECURITY	.00	.00	.00	.00
10-68-70	STORY TELLING GUILD	.00	.00	.00	.00
10-68-71	STORY TELLERS GUILD GRANTS	.00	.00	.00	.00
Total COMMUNITY DEVELOPMENT:		3,886.25	15,000.00	7,376.69	20,000.00
ECONOMIC DEVELOPMENT					
10-69-23	TRAVEL	.00	.00	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
10-69-24	OFFICE EXPENSE & SUPPLIES	.00	.00	.00	.00
10-69-51	Special Events	3,909.64	20,000.00	13,891.27	20,000.00
10-69-52	DocUtah	.00	.00	.00	.00
10-69-53	Business of Art	.00	.00	.00	.00
10-69-54	C.E.B.A.	.00	10,000.00	.00	10,000.00
10-69-60	AMAZING EARTH FEST	.00	.00	.00	.00
10-69-64	SUNDRY (WEB PAGE DEVELOPMENT)	3,588.10	.00	.00	.00
10-69-65	SPECIAL EVENTS	.00	.00	.00	.00
10-69-66	ECONOMIC DEV. - DIRECTOR	.00	.00	.00	.00
10-69-67	ECONOMIC DEV. - Council	.00	25,000.00	9,255.40	25,000.00
10-69-68	ECONOMIC DEV. - Mayor	.00	10,000.00	52.99	10,000.00
10-69-99	ECON DEVELOP GENERAL	.00	.00	.00	.00
Total ECONOMIC DEVELOPMENT:		7,497.74	65,000.00	23,199.66	65,000.00
TRANSFERS					
10-70-11	TRANSFER TO CAPITAL PJCTS FUND	250,000.00	275,000.00	275,000.00	275,000.00
10-70-12	TRANSFER TO CAPITAL PJCTS FUND	.00	.00	.00	.00
10-70-21	TRANSFER TO DEBT SVC-FIRE TRK	.00	.00	.00	.00
10-70-23	TRANSFER TO DEBT SVC-P.W. BLDG	.00	.00	.00	.00
10-70-24	TRANSFER TO IMPACT FEE - PAYBK	.00	.00	.00	.00
10-70-25	TRANSFER TO CP KCR BRIDGE REP	.00	.00	.00	.00
10-70-31	Trans to W/S Fund - Payback	.00	.00	.00	.00
10-70-37	TRANSFER TO FIRE CAPITAL	.00	.00	170,000.00	170,000.00
10-70-45	TRANS TO DEBT SV-CLASS C TEA21	.00	.00	.00	.00
10-70-46	TRANSFER TO EXIST CAPIT REPAIR	.00	25,000.00	25,000.00	25,000.00
10-70-49	TRANSFER TO IMPACT FEE FUND	.00	165,000.00	.00	.00
10-70-50	Transfer to Recreation Fund	50,000.00	50,000.00	.00	.00
10-70-51	TRANS TO AIRPORT CAPITAL	20,000.00	20,000.00	.00	.00
10-70-52	TRANS TO TRANSPORTATION FUND	300,000.00	300,000.00	300,000.00	300,000.00
10-70-92	TRANSFER TO DEBT SVC	170,000.00	170,000.00	130,000.00	130,000.00
Total TRANSFERS:		790,000.00	1,005,000.00	900,000.00	900,000.00
TRANSFERS					
10-71-12	TRANSFER TO RECREATION FUND	.00	.00	.00	.00
Total TRANSFERS:		.00	.00	.00	.00
BUILDING INSPECTION Revenue Total:		3,646,773.84	6,552,750.00	3,340,247.65	6,362,500.00
BUILDING INSPECTION Expenditure Total:		3,598,621.54	7,069,200.00	3,815,953.86	6,911,500.00
Total BUILDING INSPECTION:		758,491.30	516,450.00-	1,488,070.79	549,000.00-

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
DEBT SERVICE FUND					
TAXES					
15-31-13	PROP TAX - G.O. BOND RETIREMNT	.00	.00	.00	.00
Total TAXES:		.00	.00	.00	.00
CHARGES FOR SERVICES					
15-34-50	RENT & LEASE-AIRPORT T HANGERS	.00	.00	.00	.00
15-34-51	RENT & LEASE-AIRPORT HANGER	.00	.00	.00	.00
Total CHARGES FOR SERVICES:		.00	.00	.00	.00
MISCELLANEOUS					
15-36-15	INTEREST EARNED - KCR GUARANTY	.00	.00	.00	.00
15-36-21	TRAN FROM GF-TEA21 LOAN PMT	.00	.00	.00	.00
15-36-30	TRANSFER FROM G.F - FIRE TRUCK	.00	.00	.00	.00
15-36-33	TRANSFER FROM REC - SWIM POOL	80,000.00	80,000.00	122,000.00	122,000.00
15-36-34	TRANSFER FROM IMP. FEES - REC	.00	.00	.00	.00
15-36-35	TRANS FROM G.F. - P.U. BLDG.	170,000.00	170,000.00	130,000.00	130,000.00
15-36-36	TRANS. FROM W&S - P.U. BLDG.	.00	.00	.00	.00
15-36-52	TRAN STORMWATER	.00	.00	.00	.00
15-36-71	Trans. CP - Kanab Creek Bridge	.00	.00	.00	.00
15-36-90	DEBT PROCEEDS	.00	.00	.00	.00
Total MISCELLANEOUS:		250,000.00	250,000.00	252,000.00	252,000.00
LEASE PURCHASE EXPENSE					
15-71-82	LEASE PURCHASE - POLICE CARS	.00	.00	.00	.00
Total LEASE PURCHASE EXPENSE:		.00	.00	.00	.00
BOND INTERST EXPENSE					
15-73-79	PAYING AGENT FEES	.00	.00	.00	.00
15-73-80	CIB LOAN - DWNTOWN PJCT	7,900.33	10,000.00	7,600.51	10,000.00
15-73-81	SWIMMING POOL BOND - INT.	10,711.50	27,000.00	9,823.50	27,000.00
15-73-87	FIRE TRUCK LEASE PURCHASE-INT.	.00	.00	.00	.00
15-73-88	FIRE STATION BOND PMT. - INT.	.00	.00	.00	.00
15-73-89	PUBLIC WORKS BLDG. LOAN	.00	.00	.00	.00
15-73-91	STORM WATER/CIB 2013 - INT	.00	.00	.00	.00
15-73-92	2020 SALES TAX REF BONDS INT	.00	.00	.00	.00
Total BOND INTERST EXPENSE:		18,611.83	37,000.00	17,424.01	37,000.00
BOND PRINCIPAL EXPENSE					
15-74-70	CIB - Kanab Creek Bridge	.00	.00	.00	.00
15-74-80	CIB LOAN - DWNTOWN PJCT	20,000.00	20,000.00	21,000.00	20,000.00
15-74-81	SWIMMING POOL BOND - PRIN	.00	96,000.00	.00	95,000.00
15-74-87	FIRE TRUCK LEASE PURCHASE-PRIN	.00	.00	.00	.00
15-74-88	FIRE STATION BOND PMT. - PRIN.	.00	.00	.00	.00
15-74-89	PUBLIC WORKS BLDG. LOAN	.00	.00	.00	.00
15-74-91	STORM WATER/CIB 2013 - PRIN	.00	.00	.00	.00
15-74-92	2020 SALES TAX REF BONDS PRINC	.00	.00	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
15-74-93	POLICE BUILDING - PRINCIPAL	.00	65,000.00	.00	65,000.00
15-74-94	POLICE BUILDING - INTEREST	.00	32,000.00	.00	35,000.00
15-74-99	BOND ISSUANCE COSTS	.00	.00	.00	.00
Total BOND PRINCIPAL EXPENSE:		20,000.00	213,000.00	21,000.00	215,000.00
CAPITAL PROJECT EXPENDITURES					
15-75-90	TRANSFER TO YEAR END FUND BAL.	.00	.00	.00	.00
Total CAPITAL PROJECT EXPENDITURES:		.00	.00	.00	.00
DEBT SERVICE FUND Revenue Total:		250,000.00	250,000.00	252,000.00	252,000.00
DEBT SERVICE FUND Expenditure Total:		38,611.83	250,000.00	38,424.01	252,000.00
Total DEBT SERVICE FUND:		211,388.17	.00	213,575.99	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
Wildland Fire					
MISCELLANEOUS					
37-30-10	Wildland Revenue	15,691.41	25,000.00	19,148.62	60,000.00
37-30-15	TRANSFER FROM GENERAL FUND	.00	.00	170,000.00	170,000.00
Total MISCELLANEOUS:		15,691.41	25,000.00	189,148.62	230,000.00
MISCELLANEOUS					
37-36-10	Intrest Earned	3,818.97	6,000.00	3,713.08	5,000.00
37-36-90	Debt Proceeds	.00	.00	.00	.00
Total MISCELLANEOUS:		3,818.97	6,000.00	3,713.08	5,000.00
Expense					
37-60-10	Equipment, Supplies & Maint	.00	.00	.00	.00
37-60-11	Salaries	.00	20,000.00	.00	20,000.00
37-60-13	Employee Benefits	.00	2,000.00	.00	2,000.00
37-60-20	Wildland Fire Expense	15,862.75	17,000.00	2,180.12	10,000.00
37-60-90	Capital Outlay	.00	.00	.00	.00
37-60-95	Capital Outlay	.00	.00	.00	.00
Total Expense:		15,862.75	39,000.00	2,180.12	32,000.00
Expense					
37-73-80	PRICIPAL PAYMENTS - FIRE TRUCK	.00	38,500.00	.00	38,000.00
37-73-81	INTEREST PAYMENTS - FIRE TRUCK	.00	7,000.00	.00	8,000.00
Total Expense:		.00	45,500.00	.00	46,000.00
Wildland Fire Revenue Total:		19,510.38	31,000.00	192,861.70	235,000.00
Wildland Fire Expenditure Total:		15,862.75	84,500.00	2,180.12	78,000.00
Total Wildland Fire:		3,647.63	53,500.00-	190,681.58	157,000.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
Public Safety Fitness CIP					
38-1100	CASH ALLOCATION	11,607.15	.00	.00	.00
Revenue					
38-30-10	Other Fund Transfers	.00	.00	.00	.00
Total Revenue:		.00	.00	.00	.00
Expense					
38-54-75	Capital Outlay	.00	11,607.15	.00	.00
Total Expense:		.00	11,607.15	.00	.00
Public Safety Fitness CIP Revenue Total:		.00	.00	.00	.00
Public Safety Fitness CIP Expenditure Total:		.00	11,607.15	.00	.00
Total Public Safety Fitness CIP:		11,607.15-	11,607.15-	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
STORM WATER CIP					
39-1100	CASH ALLOCATION	1,019,035.56	.00	1,389,755.77	.00
39-1120	PTIF-STORM WA	.00	.00	.00	.00
Revenue					
39-30-10	General Fund Transfer	300,000.00	300,000.00	300,000.00	300,000.00
39-30-15	CIB Loan & Grant	.00	.00	.00	.00
39-30-49	IMPACT FEES TRANSPORTATION	.00	.00	.00	250,000.00
Total Revenue:		300,000.00	300,000.00	300,000.00	550,000.00
Revenue					
39-33-56	B&C Roads	198,660.12	550,000.00	221,413.70	400,000.00
39-33-57	County Sales Tax Roads	74,811.61	140,000.00	69,074.65	150,000.00
Total Revenue:		273,471.73	690,000.00	290,488.35	550,000.00
Revenue Misc					
39-36-01	GRANT REVENUE	.00	.00	.00	.00
39-36-10	INTEREST EARNED	.00	.00	.00	.00
39-36-50	DEBT PROCEEDS	.00	.00	.00	.00
Total Revenue Misc:		.00	.00	.00	.00
Expenditures					
39-60-10	200 N Storm Cap. Improv.	.00	.00	.00	.00
39-60-20	Tom's Canyon Detention exp	.00	.00	.00	.00
39-60-30	Engineering fees	.00	.00	.00	.00
39-60-42	CLASS "C" ROADS (SIDEWALK)	1,209.97	10,000.00	.00	50,000.00
39-60-44	CLASS "C" ROADS (PROJECTS)	449,670.62	700,000.00	366,777.25	500,000.00
39-60-65	STREET LIGHT UTILITY	.00	40,000.00	10,420.01	40,000.00
39-60-71	CAPITAL OUTLAY (SIDEWALK)	.00	10,000.00	.00	50,000.00
39-60-74	CAPITAL OUTLAY (CHIP SEAL)	34,660.07	75,000.00	.00	100,000.00
39-60-76	CAPITAL OUTLAY	.00	100,000.00	38,103.00	300,000.00
39-60-90	TRANSFERS OUT	.00	.00	.00	.00
Total Expenditures:		485,540.66	935,000.00	415,300.26	1,040,000.00
STORM WATER CIP Revenue Total:		573,471.73	990,000.00	590,488.35	1,100,000.00
STORM WATER CIP Expenditure Total:		485,540.66	935,000.00	415,300.26	1,040,000.00
Total STORM WATER CIP:		931,104.49-	55,000.00	1,214,567.68-	60,000.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
AIRPORT IMPROVEMENT CAP. PJCTS					
Revenue Misc					
40-30-10	FIRE STATION REMODEL	.00	.00	.00	.00
Total Revenue Misc:		.00	.00	.00	.00
TRANSFERS					
40-70-25	TRANSFERS TO OTHER FUNDS	.00	.00	.00	.00
Total TRANSFERS:		.00	.00	.00	.00
CAPITAL PROJECT EXPENDITURES					
40-75-30	Airport Terminal Construction	.00	.00	.00	.00
40-75-50	Project Management Expense	.00	.00	.00	.00
40-75-70	MISC. EXPENSES	.00	.00	.00	.00
Total CAPITAL PROJECT EXPENDITURES:		.00	.00	.00	.00
AIRPORT IMPROVEMENT CAP. PJCTS Revenue Total:		.00	.00	.00	.00
AIRPORT IMPROVEMENT CAP. PJCTS Expenditure Total:		.00	.00	.00	.00
Total AIRPORT IMPROVEMENT CAP. PJCTS:		.00	.00	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
RECREATION - CAPITAL PROJECTS					
REVENUE					
41-30-11	TRANSFERS FROM GENERAL FUND	12,283.75-	.00	15,968.05-	.00
41-30-20	KANE COUNTY GRANT - TRAV CNL	.00	.00	50,000.00	.00
41-30-30	RAP Tax	77,756.08	145,000.00	66,419.33	150,000.00
41-30-36	BASKETBALL	7,836.50	9,500.00	8,768.00	10,000.00
41-30-37	CANYONEERING	615.00	500.00	.00	.00
41-30-40	KANAB YOUTH FOOTBALL	6,538.50	8,000.00	7,189.00	8,000.00
41-30-41	Baseball Fees	.00	22,000.00	233.50	17,500.00
41-30-42	Softball Fees	75.00	15,000.00	.00	15,000.00
41-30-43	CHEER	.00	.00	.00	.00
41-30-44	CO-ED ADULT SOFTBALL	.00	.00	.00	.00
41-30-45	10-K REG FEES/DONATIONS	.00	2,000.00	.00	3,500.00
41-30-46	CROSS COUNTRY	700.00	500.00	1,080.00	500.00
41-30-50	Soccer	3,090.00	3,000.00	5,600.00	4,500.00
41-30-55	Volleyball	3,190.00	3,500.00	2,980.00	3,000.00
41-30-56	YOGA	2,425.00	5,500.00	7,909.00	5,000.00
41-30-57	MISC EQUIPMENT REVENUE	.00	.00	.00	.00
41-30-60	Tennis Fees	.00	2,000.00	.00	2,500.00
41-30-62	MOUNTAIN BIKING	.00	.00	.00	.00
41-30-63	CONCESSIONS - HOT FOOD	.00	.00	.00	.00
41-30-64	Outdoor Rec	50,000.00	50,000.00	.00	.00
41-30-65	CONCESSIONS	.00	250.00	300.00	.00
41-30-66	DONATIONS/EVENTS	30,000.00	30,000.00	30,000.00	30,000.00
41-30-67	Track & Field Fees	.00	.00	.00	.00
41-30-70	PROPERTY TAX - RECREATION	375,000.00	375,000.00	398,631.00	390,000.00
41-30-71	MISC RECREATION REV	.00	.00	210.00	.00
Total REVENUE:		544,942.33	671,750.00	563,351.78	639,500.00
REVENUE					
41-34-01	Pool Lessons	2,000.00	4,500.00	.00	2,500.00
41-34-02	Pool Concessions	15,604.65	20,000.00	15,296.50	20,000.00
41-34-05	Pool Admissions	18,947.90	50,000.00	21,704.30	50,000.00
41-34-06	Pool Rentals	2,225.00	.00	25.00	.00
41-34-07	SWIM TEAM FEES	130.00	8,000.00	65.00	8,000.00
Total REVENUE:		38,907.55	82,500.00	37,090.80	80,500.00
MISCELLANEOUS					
41-36-05	INTEREST EARNED	.00	.00	.00	.00
41-36-10	INTEREST EARNED - REC. TAX	522.66	.00	457.34	.00
41-36-11	INTEREST EARNED - SKATE PARK	.00	.00	.00	.00
41-36-13	INTEREST EARNED-SWIM POOL LOAN	.00	.00	.00	.00
41-36-15	INTEREST EARNED -CIB POOL LOAN	.00	.00	.00	.00
41-36-16	INT EARNED (10-K)	.00	.00	.00	.00
41-36-17	INT EARNED JHM	.00	.00	.00	.00
41-36-20	DONATIONS	.00	.00	.00	.00
41-36-21	DONATIONS - STONE BENCHES	.00	.00	.00	.00
41-36-30	Skate Park Donations	.00	.00	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
Total MISCELLANEOUS:		522.66	.00	457.34	.00
MISCELLANEOUS					
41-37-70	PROP TAX	.00	.00	.00	.00
Total MISCELLANEOUS:		.00	.00	.00	.00
CONTRIBUTIONA & TRANSFERS					
41-38-90	TRANSFERS FROM GENERAL FUND	50,000.00	50,000.00	.00	.00
41-38-91	TRANSFER FROM CLASS C ROADS	.00	.00	.00	.00
41-38-95	TRANSFERS FROM YEAR END BALANC	.00	.00	.00	.00
41-38-97	FUND BALANCE TO APPROPRIATE	.00	.00	.00	.00
Total CONTRIBUTIONA & TRANSFERS:		50,000.00	50,000.00	.00	.00
RECREATION EXPENDITURES					
41-41-11	SALARIES	38,996.85	75,000.00	38,077.17	80,000.00
41-41-12	SALARIES (PART TIME)	30,463.53	60,000.00	30,270.15	64,000.00
41-41-13	EMPLOYEE BENEFITS	27,388.21	60,000.00	26,976.39	64,000.00
41-41-23	TRAVEL & TRAINING	92.72	.00	564.12	1,000.00
41-41-24	OFFICE EXPENSE & SUPPLIES	6,052.43	20,000.00	14,643.99	20,000.00
41-41-25	AUTO EXPENSE	.00	.00	.00	.00
41-41-26	EQUIP. SUPPLIES & MAINTENANCE	220.09	2,000.00	.00	1,000.00
41-41-27	UTILITIES	3,812.01	.00	547.69	.00
41-41-37	CANYONEERING	.00	.00	.00	.00
41-41-44	Adult Co-Ed Softball Expense	.00	.00	297.72	.00
41-41-45	Softball Expense	.00	.00	.00	.00
41-41-46	CROSS COUNTRY EXPENSE	527.66	4,500.00	432.03	500.00
41-41-50	INSURENACE & BONDS	.00	.00	.00	.00
41-41-51	VOLLEYBALL EXPENSE	2,645.17	3,000.00	2,761.32	3,000.00
41-41-52	YOGA EXPENSE	1,415.90	5,500.00	4,696.79	5,000.00
41-41-53	Cheerleading	.00	.00	.00	.00
41-41-54	RECREATION CENTER EXPENSES	.00	.00	.00	.00
41-41-55	Basketball Expense	1,415.30	6,000.00	5,763.48	6,000.00
41-41-56	Baseball Expense	.00	18,000.00	406.41	18,000.00
41-41-57	Soccer Expense	144.97	3,000.00	2,893.20	3,000.00
41-41-58	Tennis Expense	1,644.33	3,500.00	1,513.92	3,500.00
41-41-59	Football Expense	12,389.71	13,500.00	10,361.25	13,500.00
41-41-60	Heatstroker Baseball	.00	3,000.00	.00	.00
41-41-61	Heatstroker Softball	.00	10,000.00	.00	10,000.00
41-41-62	YOUTH WRESTLING	.00	.00	.00	.00
41-41-63	POOL OPERATIONS	.00	.00	.00	.00
41-41-64	Outdoor Rec	.00	.00	.00	.00
41-41-65	MISC EQUIPMENT EXPENSE	.00	10,000.00	.00	.00
41-41-66	SPECIAL EVENTS	.00	.00	.00	.00
41-41-67	TRACK & FIELD EXPENSE	.00	.00	.00	.00
41-41-70	CAPITAL OUTLAY	47,468.58	140,000.00	58,667.77	150,000.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
Total RECREATION EXPENDITURES:		174,677.46	437,000.00	198,873.40	442,500.00
RECREATION EXPENDITURES					
41-47-30	10-K EXPENSES	.00	2,500.00	.00	3,500.00
Total RECREATION EXPENDITURES:		.00	2,500.00	.00	3,500.00
Swimming Pool					
41-50-11	Salaries	14,189.56	.00	485.23	.00
41-50-12	Lifeguards	21,420.41	80,000.00	47,509.00	90,000.00
41-50-13	Employee Costs	3,555.23	7,000.00	4,816.78	10,000.00
41-50-23	Travel/Training	.00	1,500.00	.00	.00
41-50-26	Equipment/Supplies/Maint	2,750.52	30,000.00	16,376.43	30,000.00
41-50-27	Utilities	20,281.89	50,000.00	22,396.07	50,000.00
41-50-28	SWIM TEAM EXPENSES	.00	4,000.00	.00	5,500.00
41-50-30	Chemicals	13,544.62	35,000.00	19,726.32	40,000.00
41-50-40	Concessions	6,278.33	12,000.00	5,140.37	15,000.00
41-50-50	Insurance	2,842.88	3,500.00	4,219.84	4,000.00
Total Swimming Pool:		84,863.44	223,000.00	120,670.04	244,500.00
Parks Maintenance					
41-60-11	Salaries	.00	.00	.00	.00
41-60-12	Part-time Salaries	.00	.00	.00	.00
41-60-13	Employee Benefits	.00	.00	.00	.00
41-60-23	Travel/Training	.00	.00	.00	.00
41-60-25	Auto	.00	.00	.00	.00
41-60-26	Equip/Supplies/Maint	.00	.00	.00	.00
41-60-27	Utilities	.00	.00	.00	.00
41-60-30	Trash Pick Up	.00	.00	.00	.00
41-60-65	Maint Contract	.00	.00	.00	.00
41-60-66	Landscape Maint. Cont.	.00	.00	.00	.00
41-60-67	Fireworks	.00	.00	.00	.00
Total Parks Maintenance:		.00	.00	.00	.00
CAPITAL PROJECT EXPENDITURES					
41-75-07	LEGAL SERVICES	.00	.00	.00	.00
41-75-08	ARCHITECTURAL SERVICES	.00	.00	.00	.00
41-75-09	ENGINEERING SERVICES	.00	10,000.00	.00	.00
41-75-10	CONTINGENCIES	.00	.00	.00	.00
41-75-11	MISC. SERVICES	.00	.00	.00	.00
41-75-20	CONSTRUCTION - SWIMMING POOL	.00	.00	.00	.00
41-75-21	CONSTRUCTION - LITTLE LEAGUE	18,671.67	25,000.00	5,732.41	.00
41-75-22	CONSTRUCTION - PLAYGROUNDS	.00	.00	.00	.00
41-75-23	CONSTRUCTION - OLD MID SCHOOL	.00	.00	.00	.00
41-75-24	CONSTRUCTION - GOLF COURSE	.00	.00	.00	.00
41-75-25	CONSTRUCTION - SOFTBALL FIELDS	.00	.00	.00	.00
41-75-26	CONSTRUCTION - SKATE PARK	.00	.00	.00	.00
41-75-27	CONSTRUCTION - PARKS	87,893.41	100,000.00	.00	.00
41-75-28	CONSTRUCTIION - REC CENTER	.00	.00	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
41-75-29	CONSTRUCTION - EAGLE PJCTS.	.00	.00	.00	.00
41-75-50	TRANSFER TO YR. END FUND BAL.	.00	.00	.00	.00
41-75-51	TRANSFER TO GENERAL FUND	.00	.00	.00	.00
41-75-90	TRANS TO SKATE PARK	.00	.00	.00	.00
41-75-95	TRANSFERS TO DEBT SERVICE FUND	80,000.00	80,000.00	122,000.00	122,000.00
41-75-99	TOTAL EXPENSES	.00	.00	.00	.00
Total CAPITAL PROJECT EXPENDITURES:		186,565.08	215,000.00	127,732.41	122,000.00
CAPITAL PROJECT EXPENDITURES					
41-80-35	Professional Fees	.00	.00	.00	.00
Total CAPITAL PROJECT EXPENDITURES:		.00	.00	.00	.00
RECREATION - CAPITAL PROJECTS Revenue Total:					
		634,372.54	804,250.00	600,899.92	720,000.00
RECREATION - CAPITAL PROJECTS Expenditure Total:					
		446,105.98	877,500.00	447,275.85	812,500.00
Total RECREATION - CAPITAL PROJECTS:		188,266.56	73,250.00-	153,624.07	92,500.00-

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
AIRPORT CAPITAL IMPROVMENT					
REVENUE					
42-30-10	TRANSFERS FROM GENERAL FUND	20,000.00	20,000.00	.00	.00
42-30-35	MISCELLANEOUS	.00	.00	.00	.00
42-30-40	DONATIONS	.00	.00	.00	.00
Total REVENUE:		20,000.00	20,000.00	.00	.00
INTERGOVERNMENTAL REVENUES					
42-33-11	STATE GRANT - AIRPORT FENCING	3,402.71	20,000.00	38,874.70	450,000.00
42-33-30	FEDERAL GRANT - AIRPORT FENCE	30,388.12	310,000.00	1,649,245.32	2,500,000.00
42-33-40	MISCELLANEOUS GRANTS	20,000.00	.00	.00	.00
Total INTERGOVERNMENTAL REVENUES:		53,790.83	330,000.00	1,688,120.02	2,950,000.00
MISCELLANEOUS					
42-36-10	INTEREST EARNED	.00	.00	.00	.00
42-36-20	RENTS & LEASES	.00	.00	.00	30,000.00
42-36-50	FUEL SALES	.00	.00	.00	200,000.00
Total MISCELLANEOUS:		.00	.00	.00	230,000.00
CONTRIBUTIONS & TRANSFERS					
42-38-65	TRANSFERS FROM GENERAL FUND	.00	.00	.00	.00
Total CONTRIBUTIONS & TRANSFERS:		.00	.00	.00	.00
CAPITAL PROJECT EXPENDITURES					
42-75-30	ENGINEERING FEES Master Plan	36,187.87	500,000.00	1,381,266.41	3,100,000.00
42-75-65	FUEL PURCHASE	.00	.00	.00	150,000.00
42-75-70	ADMINISTRATION	.00	.00	.00	.00
42-75-71	ARCHITECTURAL FEES	.00	.00	.00	.00
42-75-72	AIRPORT CONSTRUCTION EXP.	.00	.00	.00	.00
42-75-73	LEGAL FEES	.00	.00	.00	.00
42-75-79	CONSTRUCTION - A.W.O.S.	.00	.00	.00	.00
42-75-80	CONSTRUCTION - RUNWAY REHAB	.00	.00	.00	.00
42-75-90	LAND PURCHASES	.00	.00	.00	.00
42-75-99	TOTAL TRANSFERS AND EXPENSES	.00	.00	.00	.00
Total CAPITAL PROJECT EXPENDITURES:		36,187.87	500,000.00	1,381,266.41	3,250,000.00
AIRPORT CAPITAL IMPROVMENT Revenue Total:		73,790.83	350,000.00	1,688,120.02	3,180,000.00
AIRPORT CAPITAL IMPROVMENT Expenditure Total:		36,187.87	500,000.00	1,381,266.41	3,250,000.00
Total AIRPORT CAPITAL IMPROVMENT:		37,602.96	150,000.00-	306,853.61	70,000.00-

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
RECREATION - CAPITAL PROJECTS					
CONTRIBUTIONS & TRANSFERS					
43-38-90	FUND BALANCE TO APPROPRIATE	.00	.00	.00	.00
Total CONTRIBUTIONS & TRANSFERS:		.00	.00	.00	.00
CAPITAL PROJECT EXPENDITURES					
43-75-10	Recreation Capital Expense	.00	.00	.00	.00
Total CAPITAL PROJECT EXPENDITURES:		.00	.00	.00	.00
RECREATION - CAPITAL PROJECTS Revenue Total:		.00	.00	.00	.00
RECREATION - CAPITAL PROJECTS Expenditure Total:		.00	.00	.00	.00
Total RECREATION - CAPITAL PROJECTS:		.00	.00	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
Heritage House Bathrooms – Cap					
REVENUE					
44-30-71	Transfer from General Fund	.00	.00	.00	.00
44-30-72	Kane County Contribution	.00	.00	.00	.00
44-30-73	INTEREST INCOME	.00	.00	.00	.00
44-30-77	Heritage Council	.00	.00	.00	.00
44-30-78	Grants	.00	.00	.00	.00
44-30-79	Donations	.00	.00	.00	.00
Total REVENUE:		.00	.00	.00	.00
REVENUE					
44-38-80	TRANSFER FROM GENERAL FUND	.00	.00	.00	.00
Total REVENUE:		.00	.00	.00	.00
CAPITAL PROJECT EXPENDITURES					
44-75-71	ARCHITECTS FEES	.00	.00	.00	.00
44-75-72	LEGEL FEES	.00	.00	.00	.00
44-75-73	CONSTRUCTION EXPENSES - BLDG.	.00	456.00	.00	.00
44-75-74	CONSTRUCTION EXPENSES - ROADS	.00	.00	.00	.00
44-75-75	PROFESSIONAL FEES	.00	.00	.00	.00
44-75-77	EQUIPMENT	.00	.00	.00	.00
44-75-79	MISC. EXPENSES	.00	.00	.00	.00
44-75-90	TRANSFER TO YEAR END FUND BAL.	.00	.00	.00	.00
Total CAPITAL PROJECT EXPENDITURES:		.00	456.00	.00	.00
Heritage House Bathrooms – Cap Revenue Total:					
		.00	.00	.00	.00
Heritage House Bathrooms – Cap Expenditure Total:					
		.00	456.00	.00	.00
Total Heritage House Bathrooms – Cap:					
		.00	456.00-	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
Capital Projects					
REVENUE					
45-30-10	Property Tax	25,000.00	.00	.00	.00
45-30-72	TRANS FROM GEN FUND	250,000.00	275,000.00	275,000.00	275,000.00
45-30-74	DONATIONS - MISCELLANEOUS	.00	.00	.00	.00
45-30-75	LIB-NEW BLDG. FURNISHINGS	.00	.00	.00	.00
45-30-76	LIB-NEW BLDG. FURNISHINGS	.00	.00	.00	.00
45-30-77	TRANS FROM IMPACT FEES	.00	150,000.00	.00	600,000.00
45-30-79	RECIPTS - SALE OF OLD FIRE ST.	.00	.00	.00	.00
Total REVENUE:		275,000.00	425,000.00	275,000.00	875,000.00
INTERGOVERNMENTAL REVENUES					
45-33-10	GRANT - C.D.B.G.	.00	.00	.00	.00
45-33-40	GRANTS - STATE LIBRARY	.00	.00	.00	.00
45-33-41	GRANTS - STATE OF UTAH	.00	.00	.00	.00
45-33-42	GRANT - R.C.&D.	.00	.00	.00	.00
45-33-43	GRANTS FEDERAL	583,587.00	583,587.00	.00	.00
Total INTERGOVERNMENTAL REVENUES:		583,587.00	583,587.00	.00	.00
FINES & FORFEITURES					
45-35-80	MISC. REVENUE	.00	.00	.00	.00
Total FINES & FORFEITURES:		.00	.00	.00	.00
MISCELLANEOUS					
45-36-10	INTEREST EARNED	21,548.53	40,000.00	19,119.96	30,000.00
45-36-70	BOND RECEIPTS	.00	.00	.00	.00
45-36-75	TRANSFER G.F. - 1% SALES TAX	.00	.00	.00	.00
45-36-90	GRANTS - COLOR COUNTRY R.C.&D.	.00	.00	.00	.00
Total MISCELLANEOUS:		21,548.53	40,000.00	19,119.96	30,000.00
CAPITAL PROJECT EXPENDITURES					
45-75-31	New City Office	.00	.00	.00	.00
45-75-35	IFFP Plan	.00	.00	.00	.00
45-75-49	Police Department	.00	.00	.00	.00
45-75-70	Fire Capital	.00	.00	.00	.00
45-75-71	Ranchos Park	.00	200,000.00	578,206.00	1,000,000.00
45-75-72	ENGINEERING EXPENSES	.00	.00	.00	.00
45-75-73	Airport	.00	700,000.00	.00	700,000.00
45-75-74	Pool	.00	60,000.00	.00	.00
45-75-75	Heritage House	.00	.00	.00	.00
45-75-77	R.C.&D. EQUIP. & SUPPLIES	.00	.00	.00	.00
45-75-78	LIBRARY	.00	.00	.00	.00
45-75-79	Skate Park	.00	.00	.00	.00
45-75-85	IFFP Plan	.00	.00	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
	Total CAPITAL PROJECT EXPENDITURES:	.00	960,000.00	578,206.00	1,700,000.00
	Capital Projects Revenue Total:	880,135.53	1,048,587.00	294,119.96	905,000.00
	Capital Projects Expenditure Total:	.00	960,000.00	578,206.00	1,700,000.00
	Total Capital Projects:	880,135.53	88,587.00	284,086.04-	795,000.00-

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
Revenue					
MISCELLANEOUS					
46-30-10	Property Tax	25,000.00	.00	.00	.00
Total MISCELLANEOUS:		25,000.00	.00	.00	.00
MISCELLANEOUS					
46-36-10	INTEREST EARNED	.00	.00	.00	.00
Total MISCELLANEOUS:		.00	.00	.00	.00
MISCELLANEOUS					
46-38-80	TRANSFER FROM GENERAL FUND	.00	25,000.00	25,000.00	25,000.00
Total MISCELLANEOUS:		.00	25,000.00	25,000.00	25,000.00
CAPITAL PROJECT EXPENDITURES					
46-75-70	MISC. EXPENSES	.00	.00	.00	.00
46-75-71	ENGINEERING & ARCHITECT FEES	.00	.00	.00	.00
46-75-80	Transfer to Debt Service	.00	.00	.00	.00
46-75-85	Transfer to General Fund	.00	.00	.00	.00
46-75-90	TRANSFER TO YEAR END FUND BAL.	.00	.00	.00	.00
46-75-99	BRIDGE REPLACEMENT GENERAL	.00	.00	.00	.00
Total CAPITAL PROJECT EXPENDITURES:		.00	.00	.00	.00
Revenue Revenue Total:		25,000.00	25,000.00	25,000.00	25,000.00
Revenue Expenditure Total:		.00	.00	.00	.00
Total Revenue:		25,000.00	25,000.00	25,000.00	25,000.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
JH Park Expansion					
MISCELLANEOUS					
47-33-50	GARDNER FOUNDATION	.00	.00	.00	.00
Total MISCELLANEOUS:		.00	.00	.00	.00
MISCELLANEOUS					
47-36-10	INTEREST EARNED	.00	.00	.00	.00
Total MISCELLANEOUS:		.00	.00	.00	.00
MISCELLANEOUS					
47-38-80	TRANS FROM GEN FUND	.00	.00	.00	.00
Total MISCELLANEOUS:		.00	.00	.00	.00
CAPITAL PROJECT EXPENDITURES					
47-75-75	CONSTRUCTION EXPENSES	.00	14,486.00	.00	.00
Total CAPITAL PROJECT EXPENDITURES:		.00	14,486.00	.00	.00
JH Park Expansion Revenue Total:		.00	.00	.00	.00
JH Park Expansion Expenditure Total:		.00	14,486.00	.00	.00
Total JH Park Expansion:		.00	14,486.00-	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
IMPACT FEES FUND					
MISCELLANEOUS					
49-30-72	TRANSFERS FROM GENERAL FUND	.00	.00	.00	.00
Total MISCELLANEOUS:		.00	.00	.00	.00
FEES					
49-32-12	IMPACT FEES - PUBLIC SAFETY	88,033.78	130,000.00	152,232.88	100,000.00
49-32-14	IMPACT FEES - TRANSPORTATION	220,953.78	280,000.00	147,303.57	250,000.00
49-32-16	IMPACT FEES - PARKS & REC	106,079.47	150,000.00	102,601.98	120,000.00
49-32-17	IMPACT FEES - Sewer	87,165.77	.00	20,908.68	.00
49-32-18	IMPACT FEES - STORM WATER	140,963.21	.00	61,146.76	.00
49-32-40	IMPACT FEE- Water	151,256.61	.00	51,995.62	.00
Total FEES:		794,452.62	560,000.00	536,189.49	470,000.00
MISCELLANEOUS					
49-36-10	INTEREST EARNED - IMPACT FEES	14,620.70	30,000.00	12,793.60	.00
Total MISCELLANEOUS:		14,620.70	30,000.00	12,793.60	.00
MISCELLANEOUS					
49-38-80	TRANSFER FROM GF - REPAY	.00	.00	.00	.00
49-38-90	FUND BALANCE TO APPROPRIATE	.00	.00	.00	.00
Total MISCELLANEOUS:		.00	.00	.00	.00
LEASE EXPENSE					
49-71-10	TRANSFERS TO GENERAL FUND:	.00	.00	.00	.00
49-71-11	TRANSFER TO GF - PUBLIC SAFETY	.00	25,000.00	.00	500,000.00
49-71-12	TRANSFER TO RECREATION FUND	.00	.00	.00	.00
49-71-13	TRANSFER TO GF - STREETS	.00	.00	.00	500,000.00
49-71-14	TRANSFER TO G.F. - STORM WATER	.00	.00	.00	.00
49-71-45	TRANSFER TO CAP PROJECT FUND	.00	150,000.00	.00	600,000.00
Total LEASE EXPENSE:		.00	175,000.00	.00	1,600,000.00
CAPITAL PROJECT EXPENDITURES					
49-75-70	CAPITAL EXP. (CAP. FAC. REPT)	.00	.00	.00	.00
49-75-71	Public Safety Capital Expend	.00	.00	.00	.00
49-75-72	TRANSFER DEBT SVC FD - FIRE DP	.00	.00	.00	.00
49-75-73	TRANS TO G.F.(FLOOD CONTROL)	.00	.00	.00	.00
49-75-74	TRANSFER DEBT SVC FD - STREETS	.00	.00	.00	.00
49-75-76	TRANSFER DEBT SVC FD - PARKS	.00	.00	.00	.00
49-75-77	TRANSFER TO CAP PROJ FUND	.00	.00	.00	.00
49-75-80	Transfer to CIPF	.00	.00	.00	.00
49-75-90	TRANSFERS TO YEAR END FUND BAL	.00	.00	.00	.00
Total CAPITAL PROJECT EXPENDITURES:		.00	.00	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
TRANSFERS	Revenue Total:	809,073.32	590,000.00	548,983.09	470,000.00
TRANSFERS	Expenditure Total:	.00	175,000.00	.00	1,600,000.00
Total TRANSFERS:		809,073.32	415,000.00	548,983.09	1,130,000.00-

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
WATER & SEWER UTILITY FUND					
MISCELLANEOUS					
51-36-01	GRANT REVENUE	.00	.00	.00	.00
Total MISCELLANEOUS:		.00	.00	.00	.00
OPERATING REVENUE					
51-37-10	METERED WATER SALES	1,013,018.40	1,800,000.00	1,033,929.44	1,800,000.00
51-37-30	Sewer Sales	265,404.62	500,000.00	280,175.72	500,000.00
51-37-41	IMPACT FEES - WATER CONNECTION	3,341.62	200,000.00	14,500.00-	180,000.00
51-37-42	TIME & MATERIALS - WATER CONN.	15,075.59	35,000.00	157,174.95	50,000.00
51-37-45	RE-CONNECT FEES	1,950.00	4,500.00	100.00	.00
51-37-50	CONNECTION FEES - SEWER	.00	.00	.00	.00
51-37-52	TIME & MATERIALS - SEWER CONN.	2,500.00	12,000.00	.00	30,000.00
51-37-53	PENALTY & FORFEIT	17,587.10	65,000.00	47,800.18	40,000.00
51-37-54	IMPACT FEES - SEWER CONNECTION	.00	110,000.00	.00	100,000.00
51-37-80	SALE OF MATERIALS & SUPPLIES	.00	.00	.00	.00
51-37-90	SUNDRY REVENUE	.00	.00	.00	.00
51-37-95	ON LINE CONVENIENCE FEES	.00	.00	.00	.00
Total OPERATING REVENUE:		1,318,877.33	2,726,500.00	1,504,680.29	2,700,000.00
NON-OPERATING REVENUE					
51-39-10	INTEREST EARNED	.00	.00	.00	.00
51-39-11	INT. EARNED- EQUIP. REPLACE	16,207.51	30,000.00	18,974.86	25,000.00
51-39-17	INT EARNED- 98 REFIN. ACCOUNTS	3,173.08	5,000.00	2,776.56	5,000.00
51-39-19	INT. EARNED- 88 WTR RES. R&R	.00	.00	.00	.00
51-39-20	INT. EARNED- 88 WATER RES DEBT	23,754.92	40,000.00	20,786.37	30,000.00
51-39-35	TRANS FROM G.F. - P.U. BLDG.	.00	.00	.00	.00
51-39-50	INT. EARNED- 88 WTR RESRS RES.	.00	.00	.00	.00
51-39-60	INT. EARNED- W & S SYSTEM RES.	14,545.29	25,000.00	12,727.64	20,000.00
51-39-61	INT. EARNED - PTIF ESCROW ACT	.00	.00	.00	.00
51-39-62	CAPITAL CONTRIBUTION	.00	.00	.00	.00
51-39-67	FUND BAL. TO APP. - IMP. FEES	.00	.00	.00	.00
51-39-69	WATER CONS. DIST. (REIMBURSE)	.00	.00	.00	.00
51-39-70	SUNDRY NON-OPERATING REVENUE	.00	.00	.00	.00
51-39-73	STATE GRANT - UDOT WATER LINE	.00	.00	.00	.00
51-39-75	STATE GRANT - CIB (MESA HILLS)	.00	.00	.00	.00
51-39-76	STATE GRANT - RDFG MESA HILLS	.00	.00	.00	.00
51-39-78	FED. GRANT - H.L. SECURITY	.00	.00	.00	.00
51-39-80	LEASE PURCHASE - PW MAINT BLDG	.00	.00	.00	.00
51-39-90	BEG FD BAL TO APPROPRIATE	.00	.00	.00	.00
Total NON-OPERATING REVENUE:		57,680.80	100,000.00	55,265.43	80,000.00
CAPITAL PROJECT EXPENDITURES					
51-63-30	TRANSFERS IN	.00	.00	.00	.00
Total CAPITAL PROJECT EXPENDITURES:		.00	.00	.00	.00
UTILITY - ADMINISTRATIVE					
51-80-11	SALARIES	181,094.86	350,000.00	188,173.81	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
51-80-12	SALARIES (PART TIME)	.00	.00	.00	.00
51-80-13	EMPLOYEE BENEFITS	96,447.49	210,000.00	96,398.80	.00
51-80-15	SALARY (MAYOR & COUNCILMEM)	.00	.00	.00	.00
51-80-20	MAINTENANCE (COMPUTER CONTRAT)	7,169.00	18,000.00	7,047.00	15,000.00
51-80-21	SUBSCRIPTION & MEMBERSHIPS	461.00	3,500.00	2,799.00	3,500.00
51-80-23	TRAVEL & TRAINING	3,287.49	15,000.00	8,028.31	15,000.00
51-80-24	OFFICE EXPENSE & SUPPLIES	9,918.70	25,000.00	10,805.05	35,000.00
51-80-25	AUTO EXPENSE	.00	10,000.00	.00	10,000.00
51-80-27	UTILITIES	1,369.53	50,000.00	4,044.08	5,000.00
51-80-29	RENTS & LEASES	.00	.00	.00	.00
51-80-33	ENGINEER SERVICES	11,182.00	30,000.00	.00	30,000.00
51-80-35	PROFESSIONAL & TECHNICAL SVCS	12,109.11	15,000.00	1,678.10	8,000.00
51-80-47	DEPARTMENT SUPPLIES	2,712.70	30,000.00	3,200.00	10,000.00
51-80-50	INSURANCE & SURITY BONDS	30,981.47	35,000.00	32,968.28	35,000.00
51-80-55	DEPRECIATION	.00	300,000.00	.00	300,000.00
51-80-57	UTILITY BILLING EXPENSE	9,381.63	20,000.00	10,053.39	25,000.00
51-80-65	SICK LEAVE REIMBURSEMENT FUND	.00	.00	.00	.00
51-80-70	CAPITAL OUTLAY	.00	.00	.00	.00
Total UTILITY - ADMINISTRATIVE:		366,114.98	1,111,500.00	365,195.82	491,500.00
POWER AND PUMPING					
51-81-20	MAINTENANCE (WELLS)	.00	65,000.00	7.76	65,000.00
51-81-24	OFFICE EXPENSE & SUPPLIES	.00	.00	.00	.00
51-81-27	UTILITIES	54,075.45	90,000.00	58,012.61	90,000.00
51-81-33	ENGR & PROFESSIONAL FEES	14,814.25	15,000.00	290.00	20,000.00
51-81-47	DEPARTMENT SUPPLIES	228.95	.00	3,094.00	.00
51-81-49	PIPES & PARTS	11.74	50,000.00	.00	50,000.00
51-81-65	WELL DEVELOPMENT	.00	.00	.00	.00
51-81-70	CAPITOL OUTLAY	4,567.25	100,000.00	.00	500,000.00
Total POWER AND PUMPING:		73,697.64	320,000.00	61,404.37	725,000.00
TRANSMISSION & DISTRIBUTION					
51-82-25	AUTO EXPENSE	8,179.15	40,000.00	1,196.21	40,000.00
51-82-26	EQUIPMENT SUPPLIES & MAINTENAN	71,948.83	200,000.00	49,324.17	200,000.00
51-82-29	RENTS & LEASES (RADIO TRANS.)	.00	5,000.00	.00	.00
51-82-40	CHEMICALS	2,341.02	5,000.00	1,698.60	5,000.00
51-82-49	PIPE & PARTS	31,228.14	95,000.00	67,664.08	90,000.00
51-82-65	SUNDRY (WATER DAMAGE CLAIMS)	.00	.00	1,860.00	.00
51-82-70	CAPITAL OUTLAY	.00	.00	.00	.00
51-82-71	CAPITAL OUTLAY - MESA HILLS	.00	.00	.00	.00
51-82-72	New BLM Improvements	.00	.00	.00	.00
Total TRANSMISSION & DISTRIBUTION:		113,697.14	345,000.00	121,743.06	335,000.00
SEWER PLANT					
51-83-11	SALARIES	82,795.61	185,000.00	94,800.53	200,000.00
51-83-12	SALARIES (PART TIME)	.00	.00	.00	.00
51-83-13	EMPLOYEE BENEFITS	51,941.86	120,000.00	58,144.72	150,000.00
51-83-26	EQUIPMENT SUPPLIES & MAINTENAN	2,982.02	50,000.00	2,029.49	50,000.00
51-83-27	UTILITIES	.00	.00	1,015.62	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
51-83-34	CONTRACT SVCS. (SEWER LINE CL)	.00	30,000.00	.00	30,000.00
51-83-35	PROFESSIONSL & TECHNICAL SVCS	995.00	5,000.00	133.00	.00
51-83-40	CHEMICALS	.00	10,000.00	.00	10,000.00
51-83-65	SUNDRY (SEWER DAMAGE CLAIMS)	.00	.00	6,011.32	.00
51-83-70	CAPITAL OUTLAY	.00	.00	.00	700,000.00
Total SEWER PLANT:		138,714.49	400,000.00	162,134.68	1,140,000.00
NON-OPERATING EXPENDITURES					
51-95-21	BOND INT (88 WTR RES. RL4190)	87,000.00	200,000.00	72,500.00	200,000.00
51-95-22	BOND INT (92 WTR RES RL4500)	.00	.00	.00	.00
51-95-23	BOND INT (97 WTR RES RL5180)	.00	.00	.00	.00
51-95-24	BOND INT (98 WTR TAXABL ZION)	.00	.00	.00	.00
51-95-25	INTEREST EXP. PW. BLDG.	.00	.00	.00	.00
51-95-31	BOND PRIN (88 WTR RES RL4190)	.00	.00	.00	.00
51-95-32	BOND PRIN (92 WTR RES RL4500)	.00	.00	.00	.00
51-95-33	BOND PRIN (98 WTR RESRL5180)	.00	.00	.00	.00
51-95-34	BOND PRIN (98 WTR TAXABL ZION)	.00	.00	.00	.00
51-95-40	Payment to WKWCWD	50,000.00	50,000.00	50,000.00	50,000.00
51-95-51	BOND ESCROW EXPENSES	.00	.00	.00	.00
51-95-55	WATER CONS DIST WATER LINE PMT	.00	.00	.00	.00
51-95-56	WELL DEVELOPMENT (WEST FORK)	.00	.00	.00	.00
51-95-58	KCR WATER TANK PJCT. 98-ENGR.	.00	.00	.00	.00
51-95-60	TRANSFERS TO DEBT SVC. FUND	.00	.00	.00	.00
51-95-63	TRANS. GEN. FD - ALLOWABLE IF	.00	.00	.00	.00
51-95-64	TRANSFERS TO GENERAL FUND	.00	.00	.00	.00
51-95-66	TRANSFERS TO W&S IMP. FEE RES.	.00	.00	.00	.00
51-95-67	TRANSFER TO FUND BALANCE	.00	.00	.00	.00
51-95-68	UNCOLLECTABLE ACCOUNTS	.00	.00	.00	.00
51-95-69	MISC. NON-OPERATING EXP.	.00	.00	.00	.00
51-95-71	CAPITAL OUTLAY - UDOT WTR LINE	.00	.00	.00	.00
51-95-72	CAPITAL EXP. - WATER SYSTEM	.00	.00	.00	.00
51-95-74	CAPITAL EXP. - SEWER SYSTEM	.00	.00	.00	.00
51-95-75	CAPITAL EXP. - NEW YARD CONST.	.00	.00	.00	.00
51-95-86	CAPITAL OUTLAY - EQUIPMENT	.00	.00	.00	.00
51-95-88	IFFP PLAN	.00	.00	.00	.00
51-95-90	CAPITAL OUTLAY	126,476.00	200,000.00	291,683.00	200,000.00
Total NON-OPERATING EXPENDITURES:		263,476.00	450,000.00	414,183.00	450,000.00
WATER & SEWER UTILITY FUND Revenue Total:		1,376,558.13	2,826,500.00	1,559,945.72	2,780,000.00
WATER & SEWER UTILITY FUND Expenditure Total:		955,700.25	2,626,500.00	1,124,660.93	3,141,500.00
Total WATER & SEWER UTILITY FUND:		420,857.88	200,000.00	435,284.79	361,500.00-

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
WATER & SEWER UTILITY FUND					
NON-OPERATING REVENUE					
52-36-33	TRANSFER FROM IMPACT FEES	.00	.00	.00	.00
52-36-34	TRANSFERS IN	.00	.00	.00	.00
Total NON-OPERATING REVENUE:		.00	.00	.00	.00
NON-OPERATING REVENUE					
52-37-10	Storm Water Fees	295,325.79	600,000.00	301,662.28	580,000.00
52-37-15	Time & Materials- Stormwater	.00	.00	.00	.00
52-37-20	Sale of Materials and Supplies	.00	.00	.00	.00
52-37-25	Sundry Revenue	.00	.00	.00	.00
52-37-41	STORM WATER IMPACT FEES	1,943.18	170,000.00	.00	160,000.00
Total NON-OPERATING REVENUE:		297,268.97	770,000.00	301,662.28	740,000.00
NON-OPERATING REVENUE					
52-39-10	Intrest Earned	5,025.50	10,000.00	4,397.50	.00
Total NON-OPERATING REVENUE:		5,025.50	10,000.00	4,397.50	.00
NON-OPERATING EXPENDITURES					
52-80-11	Salaries	82,795.63	185,000.00	94,800.45	195,000.00
52-80-13	Benefits	52,007.38	130,000.00	58,217.85	140,000.00
52-80-23	Travel & Training	.00	10,000.00	.00	10,000.00
52-80-24	Office Expense & Supplies	.00	.00	.00	.00
52-80-25	Auto Expense	.00	5,000.00	.00	5,000.00
52-80-33	Engineer Services	22,445.25	100,000.00	24,095.00	100,000.00
52-80-47	Department Supplies	33,784.97	60,000.00	169.32	50,000.00
52-80-50	Insurance & Surity Bonds	.00	20,000.00	.00	20,000.00
52-80-55	Depreciation	.00	95,000.00	.00	95,000.00
52-80-65	Utility Billing Expense	.00	15,000.00	.00	15,000.00
52-80-75	Capital Outlay	81,796.34	200,000.00	.00	500,000.00
52-80-92	TRANSFER TO DEBT SVC	.00	.00	.00	.00
Total NON-OPERATING EXPENDITURES:		272,829.57	820,000.00	177,282.62	1,130,000.00
WATER & SEWER UTILITY FUND Revenue Total:					
		302,294.47	780,000.00	306,059.78	740,000.00
WATER & SEWER UTILITY FUND Expenditure Total:					
		272,829.57	820,000.00	177,282.62	1,130,000.00
Total WATER & SEWER UTILITY FUND:					
		29,464.90	40,000.00-	128,777.16	390,000.00-

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
ELECTRIC UTILITY FUND					
NON-OPERATING EXPENDITURES					
53-95-33	LOAN PRINCIPAL EXPENSE - UAMPS	.00	.00	.00	.00
53-95-79	CAPTIAL OUTLAY (NATURAL GAS)	.00	.00	.00	.00
Total NON-OPERATING EXPENDITURES:		.00	.00	.00	.00
ELECTRIC UTILITY FUND Expenditure Total:					
		.00	.00	.00	.00
Total ELECTRIC UTILITY FUND:		.00	.00	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
CEMETERY PERPETUAL CARE FUND					
REVENUE					
70-30-05	CEMETERY PERPETUAL CARE PMTS	8,500.00	11,000.00	13,625.00	15,000.00
70-30-10	INT. EARNED- PERPETUAL CARE	6,565.92	12,000.00	5,776.71	10,000.00
Total REVENUE:		15,065.92	23,000.00	19,401.71	25,000.00
LICENSES AND PERMITS					
70-32-10	TRANSFER FROM GENERAL FUND	.00	.00	.00	.00
70-32-90	FUND BALANCE TO APPROPRIATE	.00	.00	.00	.00
Total LICENSES AND PERMITS:		.00	.00	.00	.00
EXPENDITURES					
70-40-10	PERPETUAL CARE EXPENSES	.00	.00	.00	.00
70-40-42	BAD DEBT EXPENSE	.00	.00	.00	.00
70-40-50	TRANSFERS TO GF (CEM CAP PJCT)	.00	.00	.00	.00
70-40-70	TRANSFER TO OTHER FUNDS	.00	.00	.00	.00
70-40-71	CAPITAL OUTLAY	.00	50,000.00	.00	250,000.00
70-40-90	FUND BALANCE TO APPROPRIATE	.00	.00	.00	.00
70-40-99	TOTAL PERPEUTAL CARE EXPENSES	.00	.00	.00	.00
Total EXPENDITURES:		.00	50,000.00	.00	250,000.00
EXPENDITURES					
70-95-67	TRANSFER TO FUND BALANCE	.00	.00	.00	.00
Total EXPENDITURES:		.00	.00	.00	.00
CEMETERY PERPETUAL CARE FUND Revenue Total:		15,065.92	23,000.00	19,401.71	25,000.00
CEMETERY PERPETUAL CARE FUND Expenditure Total:		.00	50,000.00	.00	250,000.00
Total CEMETERY PERPETUAL CARE FUND:		15,065.92	27,000.00-	19,401.71	225,000.00-

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
GENERAL LONG TERM DEBT ACC GRP					
95-2550	STORM DRAIN CIB LOAN	.00	.00	.00	.00
Total GENERAL LONG TERM DEBT ACC GRP:		.00	.00	.00	.00
Grand Totals:		2,436,282.53	103,162.15-	2,011,599.07	3,371,000.00-

Mayor
Colten Johnson
City Council
Arlon Chamberlain
Steven Shrope
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: February 10, 2026
TO: Mayor and City Council
SUBJECT: Personnel Policies Draft
PREPARED BY: Kyler Ludwig, City Manager

Background:

The City Attorney and Human Resources Manager, have undertaken a comprehensive update of the City's personnel policies. The draft policies are based on the Lexipol system, which provides model personnel policies grounded in current state and federal law. These serve as a uniform and legally sound foundation for municipal operations.

The draft document incorporates redlined changes where City-specific provisions were added or existing Lexipol language was modified to reflect Kanab's practices, structure, and organizational needs. These changes are intended to enhance clarity, improve policy consistency, and ensure alignment with applicable law and internal procedures.

Analysis:

The updated draft Personnel Policy Manual includes chapters addressing recruitment, employee conduct, evaluation, disciplinary procedures, benefits, leave policies, grievance procedures, anti-retaliation, and workplace safety, among other topics.

This agenda item is intended to present the draft to the Council for initial review and discussion. No formal adoption is requested at this meeting. Council members are encouraged to review the policies thoroughly ahead of future formal action. Staff will continue to refine the draft based on Council input, and may bring a final version for consideration and approval at an upcoming meeting. Prior to the February Council meeting we will be seeking feedback from staff and the governing body to make final corrections.

The Mayor may vote on this item when it comes forward for adoption, as the policies relate to mayoral roles and responsibilities under the City's structure.

Legal:

The base policies are created by Lexipol and reviewed for legal compliance.

The draft policies have been reviewed by the City Attorney for legal sufficiency and compliance

— A Western Classic —

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City Recorder

Celeste Cram

City Treasurer

Danielle Ramsay

with state and federal employment law.

Financial:

Recommendations/Actions:

It is recommended the City Council:

- Receive the draft Personnel Policy Manual for review.
- Provide feedback or questions to staff.
- Communicate with staff any questions or concerns prior to the February meeting.

Attachments:

— A Western Classic —

Chapter 1 - Role and Authority

Draft

Policy Manual

100.1 PURPOSE AND SCOPE

The manual of the City is hereby established and shall be referred to as the Policy Manual or the manual. The manual is a statement of the current policies, procedures, rules, and guidelines of this city. All employees are to conform to the provisions of this manual.

All prior and existing manuals, orders, and regulations that are in conflict with this manual are rescinded, except to the extent that portions of existing manuals, orders, and other regulations that have not been included herein shall remain in effect where they do not conflict with the provisions of this manual.

Any policy, rule, or procedure established by or within an individual department shall be subordinate to the provisions of this policy--i.e., where such a policy, rule, or procedure conflict or contradict this policy, this policy shall govern and superseded the conflicting provision(s).

This policy manual is subordinate to the Kanab City ordinances, as passed and adopted by the Kanab City Council.

100.2 POLICY

Except where otherwise expressly stated, the provisions of this manual shall be considered as guidelines. It is recognized that circumstances may arise that warrant departure from these guidelines. It is the intent of this manual to be viewed from an objective standard, taking into consideration the sound discretion entrusted to employees of this city under the circumstances reasonably available at the time. [Notwithstanding the foregoing, noncompliance with this policy manual may lead to employee discipline.]

100.2.1 DISCLAIMER

The provisions contained in the Policy Manual are not intended to create an employment contract nor any employment rights or entitlements. The policies contained within this manual are for the internal use of the City and shall not be construed to create a higher standard or duty of care for civil or criminal liability against the City, its officials, or its employees. Violations of any provision of any policy contained within this manual shall only form the basis for administrative action, training, or discipline. The City reserves the right to revise any policy content, in whole or in part.

100.3 AUTHORITY

The Kanab City Council shall be considered the ultimate authority for the content and adoption of the provisions of this manual. ~~and~~ The City Manager shall ensure compliance with all applicable federal, state, and local laws, rules, and ordinances. The City Manager or the authorized designee is authorized to issue directives, which shall modify those provisions of the manual to which they pertain, as deemed reasonably appropriate. Directives from the City Manager or the authorized designee shall remain in effect until such time as they may be permanently incorporated into the manual, subject to the approval of the Kanab City Council. The City Manager shall promptly

Policy Manual

[present any new or modified provisions of this policy manual to the Kanab City Council for their consideration.](#)

100.4 DEFINITIONS

The following words and terms shall have these assigned meanings throughout the Policy Manual, unless it is apparent from the content that they have a different meaning:

Elected official - Any individual who serves in the City government based upon selection by a public vote, as well as any individual who is appointed or otherwise selected to fill such a position that has been vacated prior to the conclusion of the elected individual's term.

Employee - Any person employed by the City, including:

- Full- and part-time employees.
- Appointed personnel. This does not include persons appointed to fill an elected official vacancy.

Manual - The City Policy Manual.

May - Indicates a permissive, discretionary, or conditional action.

Shall or **will** - Indicates a mandatory action.

Should - Indicates a generally required or expected action, absent a rational basis for failing to conform.

Supervisor - A person in a position of authority that may include responsibility for hiring, transfer, suspension, promotion, discharge, assignment, reward, or discipline of other city employees, directing the work of other employees, or having the authority to adjust grievances. The supervisory exercise of authority may not be merely routine or clerical in nature but requires the use of independent judgment.

The term "supervisor" may also include any person (e.g., lead or senior worker) given responsibility for the direction of the work of others without regard to a formal job title, rank, or compensation.

100.5 ISSUING THE POLICY MANUAL

An electronic version of the Policy Manual will be made available to all employees on the city [website network](#) for viewing and printing. No changes shall be made to the manual without authorization from the City Manager or the authorized designee, [or as ultimately approved and adopted by the Kanab City Council.](#)

Each employee shall acknowledge having access to and having the opportunity to review the Policy Manual and any directives issued by the City Manager or the authorized designee. Employees shall seek clarification as needed from an appropriate supervisor for any provisions that they do not fully understand.

Policy Manual

100.6 PERIODIC REVIEW OF THE POLICY MANUAL

The City Manager will ensure that the Policy Manual is periodically reviewed and updated as necessary.

100.7 REVISIONS

All revisions to the Policy Manual will be provided to each employee on or before the date the policy becomes effective. Each employee will be required to acknowledge having reviewed the revisions and shall seek clarification from an appropriate supervisor as needed.

Employees are responsible for keeping abreast of all Policy Manual revisions.

All city employees suggesting revision of the contents of the Policy Manual shall forward their written suggestions to their supervisors, who will consider the recommendations and forward them to the City Manager as appropriate.

Draft

Standards of Conduct for Elected Officials

101.1 PURPOSE AND SCOPE

This policy establishes standards of conduct expected of all elected officials. The standards contained in this policy are not intended to be an exhaustive list of requirements and prohibitions, but they do identify many of the important matters concerning conduct.

101.1.1 DEFINITIONS

Definitions related to this policy include:

Conflict of interest - Any actual, perceived, or potential conflict in which it reasonably appears that an elected official's action, inaction, or decisions are or may be influenced by a personal or business relationship. It includes conflicts defined and prohibited by state law.

101.2 POLICY

Elected officials of the City are expected to conduct themselves with the utmost professional integrity and objectivity. The service of every elected official of the City shall be based on conduct that reasonably conforms to the guidelines in this policy.

101.3 UNLAWFUL DIRECTIVES

Elected officials should not knowingly direct action or inaction that, if carried out, would result in a violation of any law or city policy. Elected officials should not make new commands that conflict with any previous command without making reasonable clarification that the new command is intended to countermand the earlier command.

[Unless given authority and assigned by the Kanab City Council, an elected official shall not give direction or act on behalf of the City independently.](#)

101.4 GENERAL STANDARDS

Elected officials should conduct themselves in accordance with the federal and state constitutions and all applicable laws, ordinances, and rules.

Elected officials should familiarize themselves with policies and procedures applicable to their conduct and the conduct of all employees under their supervision.

101.5 ETHICS

Elected officials should avoid engaging in the following conduct:

- (a) Using one's status as an elected official of the City in any way that could reasonably be perceived as an attempt to gain influence or authority for non-city business or activity.
- (b) The wrong or unlawful exercise of authority for a malicious purpose, personal gain, willful deceit, or any other improper purpose.
- (c) Acceptance of fees, gifts, money, tangible or intangible personal property, or any service, gratuity, favor, entertainment, hospitality, loan, promise, or any other thing

Standards of Conduct for Elected Officials

of value from any person, business, or organization that is doing business with, or seeking to do business with, the City, or contrary to the rules of this city and/or laws of the state.

- (d) Offer or acceptance of a bribe or gratuity.
- (e) Misappropriation or misuse of public funds, property, personnel, or services.
- (f) Any other failure to abide by the standards of ethical conduct.

[Elected officials shall comply with the Utah Municipal Officers' and Employees' Ethics Act. See Utah Code, Title 10, Chapter 3, Part 13.](#)

101.6 DISCRIMINATION, OPPRESSION, OR FAVORITISM

Elected officials should not discriminate against, oppress, or provide favoritism to any person based on a classification or status protected by law.

101.7 UNAUTHORIZED ACCESS, DISCLOSURE, OR USE

Elected officials should avoid:

- (a) Unauthorized or inappropriate release of confidential or protected information, materials, data, forms, or reports obtained as a result of the elected official's position with this city.
- (b) The use of any information, photograph, video, or other recording obtained or accessed as a result of the elected official's position with this city for personal or financial gain.
- (c) Using city resources in association with any portion of an independent civil action. These resources include but are not limited to personnel, vehicles, equipment, and non-subpoenaed records.
- (d) Loaning, selling, allowing unauthorized use, giving away, or appropriating any city badge, uniform, identification card, or property for personal use, personal gain, or any other improper or unauthorized use or purpose.
- (e) Using city resources for campaign or other political purposes.

101.8 CONFLICTS OF INTEREST

Elected officials shall follow all laws regarding actual and perceived conflicts of interest and should avoid the appearance of actual or perceived conflicts of interest.

Elected officials should avoid directly supervising any employee who is a relative or with whom they are involved in a personal or business relationship. Elected officials should also avoid participating in, contributing to, or recommending promotions, assignments, performance evaluations, transfers, or other personnel decisions affecting an employee who is a relative or with whom they are involved in a personal or business relationship.

[See Utah Code, Title 10, Chapter 3, Part 13, Utah Municipal Officers' and Employees' Ethics Act.](#)

Standards of Conduct for Elected Officials

101.9 ETHICAL COMPLIANCE DOCUMENTATION

Elected officials should ensure that all required documentation pertaining to ethics, conflicts of interest, or any other matter related to conduct are timely completed and submitted to the appropriate authorities.

An annual conflict of interest form must be completed on or after January 1 of each year, and turned in to the City Recorder to be posted on the City's website, and to be maintained in the elected official's personnel file. See Utah Code Sec. 10-3-1313 and 20A-11-1604(6).

101.10 OUTSIDE EMPLOYMENT

Elected officials may maintain~~ing any~~ outside employment or accept~~ing~~ any appointment; however, outside employment may ~~that~~ creates an actual or perceived conflict of interest or ~~that~~ may inhibit~~s~~ their ability to competently complete the requirements of the office to which they have been elected. All laws related to the maintenance of outside employment for elected officials should be observed, including the proper and timely disclosure of actual conflicts of interest.

Standards of Conduct for All Employees

102.1 PURPOSE AND SCOPE

This policy establishes standards of conduct that are consistent with the values and mission of the City and are expected of all employees. The standards contained in this policy are not intended to be an exhaustive list of requirements and prohibitions, but they do identify many of the important matters concerning conduct. In addition to the provisions of this policy, employees are subject to all other provisions contained in this manual, as well as any additional guidance on conduct that may be disseminated by this city or an employee's supervisor.

102.1.1 DEFINITIONS

Definitions related to this policy include:

Conflict of interest - Any actual, perceived, or potential conflict in which it reasonably appears that an employee's action, inaction, or decisions are or may be influenced by a personal or business relationship. It includes conflicts defined and prohibited by state law.

102.2 POLICY

The continued employment or appointment of every employee of the City shall be based on conduct that reasonably conforms to the guidelines set forth herein. Failure to meet the guidelines set forth in this policy, whether during work hours or non-work hours, may be cause for disciplinary action.

102.3 GENERAL STANDARDS

Employees shall conduct themselves in accordance with the federal and state constitutions and all applicable laws, ordinances, and rules enacted or established pursuant to legal authority.

Employees shall familiarize themselves with policies and procedures and are responsible for compliance with each. Employees should seek clarification and guidance from supervisors in the event of any perceived ambiguity or uncertainty.

Discipline may be initiated for any good cause. It is not mandatory that a specific policy or rule violation be cited to sustain discipline. This policy is not intended to cover every possible type of misconduct.

102.4 CAUSES FOR DISCIPLINE

The following are illustrative of causes for disciplinary action. This list is not intended to cover every possible type of misconduct and does not preclude the recommendation of disciplinary action for violation of other rules, standards, or ethics, and specific action or inaction that is detrimental to the city's ability to effectively serve the public.

Standards of Conduct for All Employees

102.4.1 LAWS, RULES, AND ORDERS

- (a) Violation of, or ordering or instructing a subordinate to violate, any policy, procedure, rule, order, directive, or requirement, or failure to follow instructions contained in city manuals.
- (b) Disobedience of any lawful direction or order.
- (c) Violation of federal, state, local, or administrative laws, rules, or regulations.

102.4.2 ETHICS

- (a) Using or disclosing one's status as an employee of the City in any way that could reasonably be perceived as an attempt to gain influence or authority for non-city business or activity.
- (b) The wrongful or unlawful exercise of authority on the part of any employee for malicious purpose, personal gain, willful deceit, or any other improper purpose.
- (c) The receipt or acceptance of a reward, fee, or gift from any person for service incident to the performance of the employee's work with the City.
- (d) Acceptance of fees, gifts, or money contrary to the rules of this city and/or laws of the state.
- (e) Offer or acceptance of a bribe or gratuity.
- (f) Any other failure to abide by the standards of ethical conduct.

102.4.3 DISCRIMINATION, OPPRESSION, OR FAVORITISM

Unless required by law or policy, discriminating against, oppressing, or providing favoritism to any person because of actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, economic status, cultural group, veteran status, marital status, and any other classification or status protected by law, or intentionally denying or impeding another in the exercise or enjoyment of any right, privilege, power, or immunity, knowing the conduct is unlawful.

102.4.4 RELATIONSHIPS

- (a) Unwelcome solicitation of a personal or sexual relationship during work hours or through the use of one's official capacity.
- (b) Engaging in sexual activity during work hours, including but not limited to sexual intercourse, excessive displays of public affection, or other sexual contact.
- (c) Establishing or maintaining an inappropriate personal or financial relationship as a direct result of any official business.
- (d) Associating with or joining a criminal gang, organized crime, and/or criminal syndicate when the employee knows or reasonably should know of the criminal nature of the organization.

Standards of Conduct for All Employees

102.4.5 ATTENDANCE

- (a) Leaving the job to which the employee is assigned during work hours without reasonable excuse and proper permission and approval.
- (b) Unexcused or unauthorized absence or tardiness.
- (c) Excessive absenteeism or abuse of leave privileges.
- (d) Failure to report to work or to the place of assignment at the time specified and fully prepared to work without reasonable excuse.

102.4.6 UNAUTHORIZED ACCESS, DISCLOSURE, OR USE

- (a) Unauthorized and inappropriate intentional release of confidential or protected information, materials, data, forms, or reports obtained as a result of the employee's position with this city.
- (b) The use of any information, photograph, video, or other recording obtained or accessed as a result of employment or appointment to this city for personal or financial gain or without the express authorization of the City Manager or the authorized designee.
- (c) Loaning, selling, allowing unauthorized use, giving away, or appropriating any city badge, uniform, identification card, or property for personal use, personal gain, or any other improper or unauthorized use or purpose.
- (d) Using city resources in association with any portion of an independent civil action. These resources include but are not limited to personnel, vehicles, equipment, and non-subpoenaed records.

102.4.7 EFFICIENCY

- (a) Neglect of duty.
- (b) Unsatisfactory work performance, including but not limited to failure, incompetence, inefficiency, or delay in performing and/or carrying out proper orders, work assignments, or the instructions of supervisors without a reasonable and bona fide excuse.
- (c) Concealing, attempting to conceal, removing, or destroying defective or incompetent work.
- (d) Unauthorized sleeping during work hours or assignments.
- (e) Failure to notify the City within 72 24 hours of any change in residence address or contact numbers.
- (f) Failure to notify a supervisor of changes in relevant personal information (e.g., information associated with benefits determination) in a timely fashion.

102.4.8 PERFORMANCE

- (a) Failure to disclose or misrepresenting material facts or making any false or misleading statement on any application, examination form, or other official document, report, or form, or during the course of any work-related investigation.

Standards of Conduct for All Employees

- (b) The falsification of any work-related records, making misleading entries or statements with the intent to deceive, or the willful and unauthorized removal, [distribution](#), alteration, destruction, and/or mutilation of any city record, public record, book, paper, or document.
- (c) Failure to participate in investigations, or giving false or misleading statements, or misrepresenting or omitting material information to a supervisor or other person in a position of authority, in connection with any investigation or in the reporting of any city-related business.
- (d) Being untruthful or knowingly making false, misleading, or malicious statements that are reasonably calculated to harm the reputation, authority, or official standing of this city or its employees.
- (e) Disparaging remarks or conduct concerning duly constituted authority to the extent that such conduct disrupts the efficiency of this city or subverts the good order, efficiency, and discipline of this city or that would tend to discredit any of its employees.
- (f) Unlawful gambling or unlawful betting at any time or any place. Legal gambling or betting under any of the following conditions:
 - 1. While on city premises.
 - 2. At any work site, during work hours, or while using any city equipment or system.
- (g) Improper political activity, including:
 - 1. Unauthorized attendance during work hours at official legislative or political sessions.
 - 2. Solicitations, speeches, or distribution of campaign literature for or against any political candidate or position during work hours or on city property except as expressly authorized by city policy, an employment agreement or contract, or the City Manager or the authorized designee.
- (h) Engaging in political activities during work hours except as expressly authorized by city policy, any employment agreement or contract, or the City Manager or the authorized designee.
- (i) Any act that brings discredit to this city.

102.4.9 CONDUCT

- (a) Failure to promptly and fully report [to a supervisor and City Manager](#) activities on the employee's part or the part of any other employee where such activities resulted in contact with any law enforcement agency or that may result in criminal prosecution or discipline under this policy.
- (b) Unauthorized or unlawful fighting, or threatening or attempting to inflict unlawful bodily harm on another.
- (c) Engaging in horseplay that reasonably could result in injury or property damage.
- (d) Discourteous, disrespectful, or discriminatory treatment of any member of the public or any employee of the City.

Standards of Conduct for All Employees

- (e) Use of obscene, indecent, profane, or derogatory language during work hours or in uniform.
- (f) Criminal, dishonest, or disgraceful conduct that adversely affects the employee's relationship with the City.
- (g) Unauthorized possession of, loss of, or damage to city property or the property of others, or endangering it through carelessness or maliciousness.
- (h) Attempted or actual theft of city property; misappropriation or misuse of public funds, property, personnel, or the services or property of others; unauthorized removal or possession of city property or the property of another person.
- (i) Activity that is incompatible with an employee's conditions of employment or appointment as established by law or that violates a provision of any employment agreement or contract, including fraud in securing the appointment or hire.
- (j) Initiating any civil action for recovery of any damages or injuries incurred in the course and scope of employment or appointment without first notifying the City Manager or the authorized designee of such action.
- (k) Any other conduct that any employee knows or reasonably should know is unbecoming an employee of this city, is contrary to good order, efficiency, or morale, or tends to reflect unfavorably upon the City, or its employees.

102.4.10 SAFETY

- (a) Failure to observe or violating city safety standards or safe working practices.
- (b) Failure to maintain current licenses or certifications required for the assignment or position (e.g., driver's license, first aid, [EMT](#), [AEMT](#), [POST](#)).
- (c) Failure to maintain good physical condition sufficient to adequately and safely perform the work assigned, if applicable.
- (d) Unsafe firearm or other weapon handling, including loading or unloading firearms in an unsafe manner.
- (e) Carrying, while on the premises of the work site, any firearm or other weapon that is not authorized by law or the member's appointing authority.
- (f) Unsafe or improper driving habits or actions in the course of employment or appointment.
- (g) Any personal action contributing to a preventable traffic accident.
- (h) Concealing or knowingly failing to report any on-the-job or work-related accident or injury as soon as practicable but within 24 hours.

102.4.11 INTOXICANTS

- (a) Reporting for work or being at work while intoxicated or when the employee's ability to work is impaired due to the use of alcohol, medication, or drugs, whether legal, prescribed, or illegal.
- (b) Possession or use of alcohol during work hours.

Standards of Conduct for All Employees

- (c) Unauthorized possession, use of, or attempting to bring a controlled substance, illegal drug, or non-prescribed medication to work.

102.4.12 ADDITIONAL CAUSES FOR DISCIPLINE

- (a) [Personal or gross negligence on or off duty, which prevents or substantially hampers job performance.](#)
- (b) [Sexual harassment.](#)
- (c) [Creating or contributing to unsanitary conditions.](#)
- (d) [Unauthorized use or operation of tools, machinery, or equipment.](#)
- (e) [Inappropriate use of City computers, including but not limited to use of email, internet, and cell phones.](#)
- (f) [Unauthorized access to computer programs, software, data, and drives.](#)
- (g) [Unauthorized access to City facilities for which the employee does not have permission or a related job duty, or allowing another individual unauthorized access to City facilities.](#)

Chapter 6 - Personnel

DRAFT

Recruitment and Selection

600.1 PURPOSE AND SCOPE

This policy provides a framework for employee recruiting efforts and identifying job-related standards for the selection process. This policy supplements other city rules governing employment practices.

600.2 POLICY

In accordance with applicable federal, state, and local law, the City provides equal opportunities for applicants and employees, regardless of actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law. The City does not show partiality or grant any special status to any applicant, employee, or group of employees unless otherwise required by law.

The City will recruit and hire only those individuals who demonstrate a commitment to service and who possess the traits and characteristics that reflect personal integrity and high ethical standards.

600.3 RECRUITMENT

The City Manager should employ a comprehensive recruitment and selection strategy to recruit and select employees from a qualified and diverse pool of candidates.

The strategy should include:

- (a) ~~Identification of racially and culturally diverse target markets.~~
- (b) ~~Use of marketing strategies to target diverse applicant pools.~~
- (c) Expanded use of technology and maintenance of a strong internet presence. This may include an interactive city website and the use of city-managed social networking sites, if resources permit.
- (d) Expanded outreach through partnerships with media, community groups, local colleges, universities, and the military.
- (e) Posting and outreach within the City for internal candidates, when applicable and/or required.
- (f) Use of local, state, or national professional organizations (e.g., [Utah League of Cities and Towns](#), National League of Cities, National Association of Counties, American Society for Public Administration).

The City should avoid advertising, recruiting, and screening practices that tend to stereotype, focus on homogeneous applicant pools, or screen applicants in a discriminatory manner.

The City strives to facilitate and expedite the interview and selection process, and should periodically inform candidates of their status in the recruiting process.

Recruitment and Selection

600.4 SELECTION PROCESS

The City should actively strive to identify a qualified ~~diverse~~ group of candidates who have in some manner distinguished themselves as being outstanding prospects. Minimally, the City should employ a comprehensive screening, background investigation, and selection process that assesses the candidates' aptitude for the position and includes review and verification of the following:

- (a) A comprehensive application for employment (including previous employment, references, current and prior addresses, education, and military record)
- (b) Driving record (if applicable to the position)
- (c) Reference checks
- (d) Employment eligibility, including U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form I-9 and acceptable identity and employment authorization documents. This required documentation should not be requested until a candidate is hired. This does not prohibit obtaining documents required for other purposes
- (e) Information obtained from public internet sites
- (f) Financial history consistent with the Fair Credit Reporting Act (FCRA) (15 USC § 1681 et seq.), when a position warrants this consideration
- (g) Local, state, and federal criminal history record checks
- (h) Medical and/or psychological examination, as applicable and legally permissible (may only be given after a conditional offer of employment)
- (i) Review board or selection committee assessment

600.4.1 VETERAN PREFERENCE

The City will provide any veteran preference required by law. See e.g., Utah Code § 71A-2-101 et. seq.

600.5 BACKGROUND INVESTIGATION

Every candidate shall undergo a background investigation to verify the candidate's application information and ability to perform duties relevant to the position.

600.5.1 NOTICES

Background investigators should ensure that investigations are conducted and notices provided in accordance with the requirements of the FCRA and applicable state law (15 USC § 1681d).

600.5.2 REVIEW OF SOCIAL MEDIA SITES

Due to the potential for accessing unsubstantiated, private, or protected information, the City should not require candidates to provide passwords, account information, or access to password-protected social media accounts.

Recruitment and Selection

The City should consider utilizing the services of an appropriately trained and experienced third party to conduct open source, internet-based searches and/or review information from social media sites to ensure that:

- (a) The legal rights of candidates are protected.
- (b) Material and information to be considered are verified, accurate, and validated.
- (c) The City fully complies with applicable privacy protections and local, state, and federal law.

Regardless of whether a third party is used, the City Manager or the authorized designee should ensure that potentially impermissible information is not available to any person involved in the candidate selection process.

600.5.3 RECORDS RETENTION

The background report and all supporting documentation should be maintained in accordance with the established records retention schedule.

600.5.4 DOCUMENTING AND REPORTING

The background investigator should summarize the results of the background investigation in a report that includes sufficient information to allow the reviewing authority to decide whether to extend a conditional offer of employment. The report should not include any information that is prohibited from use, including that from social media sites, in making employment decisions. The report and all supporting documentation should be included in the candidate's background investigation file.

600.6 EMPLOYMENT STANDARDS

All candidates shall meet any minimum standards required by state and local law. Candidates will be evaluated based on merit, ability, competence, and experience, in accordance with the high standards of integrity and ethics valued by the City and the community.

Validated, job-related, and nondiscriminatory employment standards should be established and maintained for each job classification and should minimally identify the training, abilities, knowledge, and skills required to perform the position's essential duties in a satisfactory manner. Each standard should include performance indicators for candidate evaluation.

600.7 JOB DESCRIPTIONS

The City Manager or the authorized designee should maintain a current job description for each position in the City.

600.8 PROBATIONARY PERIODS

All new full-time employees who are hired with intention of becoming regular full-time employees, are required to serve at least six months in probationary status.

An unpaid leave of absence shall not be considered part of any probationary period.

Recruitment and Selection

The City Manager or the authorized designee should coordinate with supervisors to identify ~~positions subject to probationary periods and~~ procedures for probationary employees, including:

- (a) Appraising performance during probation.
- (b) Assessing the level of performance required to complete probation.
- (c) Extending probation.
- (d) Documenting successful or unsuccessful completion of probation.

Promotion:

Any promotion to a position with significant differences in job responsibility shall be subject to a probationary period of six months. During the probationary period, the employee's abilities and performance will be evaluated by the supervisor.

600.9 ANTI-NEPOTISM

The City shall comply with state and federal law as it relates to its employment practices, including Title 52, Chapter 3 of Utah Code, and any amendment thereto. Unless the law is changed or impacted by controlling case law, or unless an exception applies, the those making hiring or appointment decisions shall comply with the following:

- (a) A public officer may not employ, appoint, or vote for or recommend the appointment of an appointee when the appointee will be directly supervised by a relative or household member;
- (b) A public officer may not directly supervise an appointee who is a relative or household member of the public officer;
- (c) An appointee may not accept or retain employment if accepting or retaining employment will place the appointee under the direct supervision of a relative or household member.

"Appointee" means an employee whose salary, wages, pay, or compensation is paid from public funds.

"Household member" means a person who resides in the same residence as the public officer.

"Public officer" means a person who holds a position that is compensated by public funds.

"Relative" means a father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, uncle, aunt, nephew, niece, grandson, granddaughter, first cousin, mother-in law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

Performance Evaluations

601.1 PURPOSE AND SCOPE

This policy provides guidelines for the City performance evaluation system.

601.2 POLICY

The City shall use a performance evaluation system to measure, document, and recognize work performance. The performance evaluation will serve as an objective guide for the recognition of good work and the development of a process for improvement.

The City evaluates employees in a nondiscriminatory manner based upon job-related factors specific to the employee's position, without regard to actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law.

601.3 TYPES OF EVALUATIONS

The City shall use the following types of evaluations:

Regular - An evaluation completed at regular intervals by the employee's immediate supervisor, ~~minimally,~~ which may be annual, quarterly, on the anniversary of the date of hire, the end of a probation period, or the last promotion. The City Manager or authorized designee shall determine the interval(s) for regular evaluations.

When an employee transfers to a different assignment in the middle of an evaluation period and less than six months has transpired since the transfer, the evaluation should be completed by the current supervisor with input from the previous supervisor.

Special - An evaluation that may be completed at any time the supervisor and City Manager or the authorized designee determine an evaluation is necessary to address less than standard performance. The evaluation may include a plan for follow-up action (e.g., performance improvement plan (PIP), remedial training, retraining).

601.3.1 EVALUATION CRITERIA

When completing an evaluation, the supervisor will utilized the metric or process determined appropriate by the City Manager to ~~identify the rating category that~~ best describes the employee's performance. The evaluation process may or may not include ~~definition of each~~ rating categories ~~y is~~ as follows:

Outstanding - Performance is well beyond that required for the position. It is exceptional performance, definitely superior or extraordinary.

Exceeds standards - Performance is better than demonstrated by a competent employee. It is performance superior to what is required, but is not of such nature to warrant a rating of outstanding.

Performance Evaluations

Meets standards - Performance of a competent employee. It is satisfactory performance that meets the standards required of the position.

Needs improvement - Performance is less than the standards required of the position. A needs improvement rating shall be thoroughly discussed with the employee.

Unsatisfactory - Performance is inferior to the standards required of the position. It is inadequate or undesirable performance that cannot be allowed to continue.

Supervisor comments may be included in the evaluation to document the employee's strengths, weaknesses, and requirements for improvement. Any job dimension rating marked as unsatisfactory or outstanding shall be substantiated with supervisor comments.

601.3.2 PERFORMANCE IMPROVEMENT PLAN

Employees who receive an unsatisfactory rating may be subject to a PIP. The PIP shall delineate areas that need improvement, any improvement measures, and a timetable in which to demonstrate improvement. The issuing supervisor shall meet with the employee to review the employee's performance and the status of the PIP at least monthly.

601.4 EVALUATION PROCESS

Supervisors should meet with the employees they supervise at the beginning of the evaluation period to discuss expectations and establish performance standards. Each supervisor should discuss the tasks of the position, standards of expected performance, and the evaluation criteria with each employee.

Performance evaluations cover a specific period and should be based upon documented performance dimensions that are applicable to the duties and authorities granted to the employee during that period. Evaluations should be completed by each employee's immediate supervisor. Other supervisors directly familiar with the employee's performance during the [evaluation](#) [rating](#) period should be consulted by the evaluating supervisor for input.

Assessment of an employee's job performance is an ongoing process. Continued coaching and feedback provides supervisors and employees with opportunities to correct performance issues as they arise and to acknowledge good work. Periodic discussions with the employee during the course of the evaluation period are encouraged. Supervisors should document all discussions in the prescribed manner.

Non-probationary employees demonstrating substandard performance shall be notified in writing as soon as possible in order to have an opportunity to remediate the issues. [If possible, s](#) Such notification should occur at the earliest opportunity, with the goal being a minimum of 90 days' written notice prior to the end of the evaluation period.

All supervisors shall receive training on performance evaluations within one year of a supervisory appointment.

Performance Evaluations

601.5 EVALUATION FREQUENCY

Supervisors shall evaluate all employees they supervise at least once every year or at other intervals as directed by the City Manager or authorized designee. ~~on the anniversary of the employee's date of appointment or hire.~~

Those employees who are required to successfully complete a probationary period should be evaluated at least monthly.

601.6 EVALUATION INTERVIEW

When the supervisor has completed an evaluation, a private discussion of the evaluation should be scheduled with the employee. The supervisor should discuss the evaluation criteria ratings and respond to any questions the employee may have. The supervisor should provide relevant counseling regarding advancement, specialty positions, and training opportunities. Any performance areas in need of improvement and goals for reaching the expected level of performance should be identified and discussed. If the employee has reasonable objections to any of the process or determinations made by their supervisor ratings, the supervisor may make appropriate adjustments to the evaluation. The reason for such adjustments shall be documented.

Employees may write comments in an identified section of the evaluation. The supervisor and employee will sign and date the evaluation.

601.6.1 DISCRIMINATORY HARASSMENT FORM

At the time of each employee's ~~annual~~ evaluation, the supervisor shall provide access to and require the employee to read the City Discriminatory Harassment Policy, if the employee was unable to attend a harassment training provided during the evaluation period. The supervisor shall give the employee a form to be completed and returned that acknowledges the following:

- (a) The employee understands the policy.
- (b) The employee has had all questions regarding the policy sufficiently addressed.
- (c) The employee knows how to report alleged harassment and discrimination policy violations.
- (d) Whether the employee has been the subject of, or witness to, any unreported conduct that may violate the policy.

The completed form should be returned to the supervisor (or other authorized individual if the employee is uncomfortable returning the form to the presenting supervisor) within one week. If the employee has expressed any questions or concerns, the receiving supervisor or other authorized individual shall ensure that appropriate follow-up action is taken.

601.7 APPEAL

An employee who disagrees with an evaluation may provide a formal written response that will be attached to the evaluation, or may request an appeal.

Performance Evaluations

To request an appeal, the employee shall forward a written memorandum within three days to the City Manager or the authorized designee. The memorandum shall identify the specific basis for the appeal and include any relevant information for the reviewer to consider.

601.8 CHAIN OF REVIEW

The signed performance evaluation and any employee attachment should be forwarded to the City Manager or the authorized designee. The City Manager or the authorized designee shall review the evaluation for fairness, impartiality, uniformity, and consistency, and shall consider any written response or appeal made by the employee.

The City Manager or the authorized designee should evaluate the supervisor on the quality of [information ratings](#) given.

601.9 RETENTION AND DISTRIBUTION

The original performance evaluation and any original correspondence related to an appeal shall be maintained in accordance with the Personnel Records Policy.

A copy of the evaluation and any documentation of a related appeal shall be provided to the employee.

Discriminatory Harassment

602.1 PURPOSE AND SCOPE

The purpose of this policy is to prevent city employees from being subjected to discriminatory harassment, including sexual harassment and retaliation. Nothing in this policy is intended to create a legal or employment right or duty that is not created by law.

602.2 POLICY

The City is an equal opportunity employer and is committed to creating and maintaining a work environment that is free of all forms of discriminatory harassment, including sexual harassment and retaliation. The City will not tolerate discrimination against an employee in hiring, promotion, discharge, compensation, fringe benefits, and other privileges of employment. The City will take preventive and corrective action to address any behavior that violates this policy or the rights and privileges it is designed to protect.

The nondiscrimination policies of the City may be more comprehensive than state or federal law. Conduct that violates this policy may not violate state or federal law but still could subject an employee to discipline.

602.3 DEFINITIONS

Definitions related to this policy include:

602.3.1 DISCRIMINATION

The City prohibits all forms of discrimination, including any employment-related action by an employee that adversely affects an applicant or employee and is based on actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law ([i.e., protected class or status](#)).

Discriminatory harassment, including sexual harassment, is verbal or physical conduct that demeans or shows hostility or aversion toward an individual based upon that individual's protected class. It has the effect of interfering with an individual's work performance or creating a hostile or abusive work environment.

Conduct that may, under certain circumstances, constitute discriminatory harassment can include making derogatory comments; making crude and offensive statements or remarks; making slurs or off-color jokes; stereotyping; engaging in threatening acts; making indecent gestures, pictures, cartoons, posters, or material; making inappropriate physical contact; or using written material or city equipment and/or systems to transmit or receive offensive material, statements, or pictures. Such conduct is contrary to city policy and to a work environment that is free of discrimination.

Discriminatory Harassment

602.3.2 RETALIATION

Retaliation is treating a person differently or engaging in acts of reprisal or intimidation against the person because the person has engaged in protected activity, filed a charge of discrimination, participated in an investigation, or opposed a discriminatory practice. Retaliation will not be tolerated.

602.3.3 SEXUAL HARASSMENT

The City prohibits all forms of discrimination and discriminatory harassment, including sexual harassment. It is unlawful to harass an applicant or an employee because of that person's sex.

Sexual harassment includes but is not limited to unwelcome sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature when:

- (a) Submission to such conduct is made either explicitly or implicitly as a term or condition of employment, position, or compensation.
- (b) Submission to, or rejection of, such conduct is used as the basis for any employment decisions affecting the employee.
- (c) Such conduct has the purpose or effect of substantially interfering with an employee's work performance or creating an intimidating, hostile, or offensive work environment.

602.3.4 ADDITIONAL CONSIDERATIONS

Discrimination and discriminatory harassment do not include actions that are in accordance with established rules, principles, or standards, including:

- (a) Acts or omission of acts based solely upon bona fide occupational qualifications under the Equal Employment Opportunity Commission and any related state agency guidelines.
- (b) Bona fide requests or demands by a supervisor that an employee improve work quality or output, that the employee report to the job site on time, that the employee comply with City or department rules or regulations, or any other appropriate work-related communication between supervisor and employee.

Discriminatory harassment or conduct, as defined herein, does not include an employee's failure to use an individual's preferred pronouns when (1) the preferred pronouns are not known by the employee, or (2) the preferred pronouns are known but do not align with an individual's gender at birth, and the employee's usage of the non-preferred pronouns is not done in a menacing or harassing manner.

Notwithstanding anything to the contrary herein, the City is committed to the usage and application of "protected class" or "protected status" as used, defined, and required by Utah law, federal law, and controlling court decisions, which may not always completely align with the definition and application outlined in this policy.

602.4 RESPONSIBILITIES

This policy applies to all city employees, who shall follow the intent of these guidelines in a manner that reflects city policy, professional standards, and the best interest of the City and its mission.

Discriminatory Harassment

Employees are encouraged to promptly report any discriminatory, retaliatory, or harassing conduct or known violations of this policy to a supervisor. Any employee who is not comfortable with reporting violations of this policy to an immediate supervisor may make the report to a higher-ranking supervisor or manager. Complaints may also be filed with the City Manager. [If a complaint involves actions or conduct by the City Manager, an employee may report the violations to the Human Resource Director or the City Attorney.](#)

Any employee who believes, in good faith, that the employee has been discriminated against, harassed, or subjected to retaliation, or who has observed harassment, discrimination, or retaliation, is encouraged to promptly report such conduct in accordance with the procedures set forth in this policy. [When possible, reports or complaints of discrimination, harassment, or retaliation shall be submitted in writing; and any oral report shall be followed up by a written submission within a reasonable time.](#)

Supervisors and managers receiving information regarding alleged violations of this policy shall determine if there is any basis for the allegation and shall proceed with a resolution as stated below.

602.4.1 QUESTIONS OR CLARIFICATION

Employees with questions regarding what constitutes discrimination, sexual harassment, or retaliation are encouraged to contact a supervisor, a manager, or the City Manager for further information, direction, or clarification.

602.4.2 SUPERVISOR RESPONSIBILITIES

The responsibilities of supervisors and managers shall include but are not limited to:

- (a) Continually monitoring the work environment and striving to ensure that it is free from all types of unlawful discrimination, including harassment or retaliation.
- (b) Taking prompt, appropriate action within their work units to avoid and minimize the incidence of any form of discrimination, harassment, or retaliation.
- (c) Ensuring that their subordinates understand their responsibilities under this policy.
- (d) Ensuring that employees who make complaints or who oppose any unlawful employment practices are protected from retaliation and that such matters are kept confidential to the extent possible.
- (e) Making a timely determination regarding the substance of any allegation based upon all available facts.
- (f) Notifying the City Manager in writing of the circumstances surrounding any reported allegations or observed acts of discrimination, harassment, or retaliation no later than the next business day.

602.4.3 SUPERVISOR'S ROLE

Supervisors and managers shall be aware of the following:

- (a) Behavior of supervisors and managers should represent the values of the City and professional standards.

Discriminatory Harassment

- (b) False or mistaken accusations of discrimination, harassment, or retaliation can have negative effects on the careers of innocent employees.

Nothing in this section shall be construed to prevent supervisors or managers from discharging supervisory or management responsibilities, such as determining assignments, evaluating or counseling employees, or issuing discipline in a manner that is consistent with established procedures.

602.5 INVESTIGATION OF COMPLAINTS

Various methods of resolution exist. During the pendency of any such investigation, the supervisor of the involved employee should take prompt and reasonable steps to mitigate or eliminate any continuing abusive or hostile work environment. All complaints of discrimination, retaliation, or harassment should be fully documented and promptly and thoroughly investigated.

602.5.1 SUPERVISORY RESOLUTION

Employees who believe they are experiencing discrimination, harassment, or retaliation should be encouraged to inform the individual that the behavior is unwelcome, offensive, unprofessional, or inappropriate. However, if the employee feels uncomfortable or threatened or has difficulty expressing the employee's concern, or if this does not resolve the concern, assistance should be sought from a supervisor or manager who is a rank higher than the alleged transgressor, [or from the Human Resource Director or City Attorney for claims involving the City Manager.](#)

602.5.2 FORMAL INVESTIGATION

If the complaint cannot be satisfactorily resolved through the supervisory resolution process, a formal investigation will be conducted.

The person assigned to investigate the complaint will have full authority to investigate all aspects of the complaint. Investigative authority includes access to records and the cooperation of any employees involved. No influence will be used to suppress any complaint and no employee will be subject to retaliation or reprisal for filing a complaint, encouraging others to file a complaint, or for offering testimony or evidence in any investigation.

Formal investigation of the complaint will be confidential [and the records treated as protected](#) to the extent possible and will include but is not limited to details of the specific incident, frequency and dates of occurrences, and names of any witnesses. Witnesses will be advised regarding the prohibition against retaliation, and that a disciplinary process, up to and including termination, may result if retaliation occurs.

Employees who believe they have been discriminated against, harassed, or retaliated against because of their protected status are encouraged to file a complaint with their immediate supervisor but may also file a complaint directly with the City Manager.

602.5.3 ALTERNATIVE COMPLAINT PROCESS

No provision of this policy shall be construed to prevent any employee from seeking legal redress outside the City. Employees who believe that they have been harassed, discriminated, or retaliated

Discriminatory Harassment

against are entitled to bring complaints of employment discrimination to federal, state, and/or local agencies responsible for investigating such allegations. Specific time limitations apply to the filing of such charges. Employees are advised that proceeding with complaints under the provisions of this policy does not in any way affect those filing requirements.

602.6 DOCUMENTATION OF COMPLAINTS

All complaints or allegations shall be thoroughly documented on the appropriate forms, [or in other written format](#), and in a manner designated by the City Manager. The outcome of all reports shall be:

- (a) Approved by the City Manager.
- (b) Maintained in accordance with the established records retention schedule.

602.6.1 NOTIFICATION OF DISPOSITION

The complainant and/or victim will be notified in writing of the disposition of the investigation and the actions taken to remedy or address the circumstances giving rise to the complaint.

602.7 TRAINING

All new employees shall be provided with a copy of this policy as part of their orientation. The policy shall be reviewed with each new employee. The employee shall certify by signing the prescribed form that the employee has been advised of this policy, is aware of and understands its contents, and agrees to abide by its provisions during the employee's term with the City.

All employees shall receive annual training on the requirements of this policy and shall certify by signing the prescribed form that they have reviewed the policy, understand its contents, and agree that they will continue to abide by its provisions.

Grievances

603.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the city grievance system. The grievance system is intended to facilitate communication and to promptly and equitably address employee grievances in the workplace.

603.1.1 GRIEVANCE DEFINED

A grievance is a difference of opinion or dispute regarding the meaning, interpretation, or application of any of the following:

- Current employment agreements
- This Policy Manual
- Rules and regulations governing personnel practices or working conditions
- Workplace issues that do not amount to misconduct such as fraud, waste, abuse of authority, gross mismanagement, or any inappropriate conduct or practices, including violations that may pose a threat to the health, safety, or well-being of members

Specifically outside the category of grievances are complaints related to allegations of discrimination or harassment subject to the Discriminatory Harassment Policy. Also outside the category of grievances are personnel complaints regarding any allegation of misconduct or improper job performance against any city employee that, if true, would constitute a violation of city policy or federal, state, or local law.

603.2 POLICY

It is the policy of the City to provide a just and equitable system for the prompt handling of employee grievances without discrimination, coercion, restraint, or retaliation against any employee who submits or is otherwise involved in a grievance.

603.3 PROCESS

Grievances may be brought by an individual employee or by an employee group representative. Employees may have representation during the grievance process.

Except as otherwise required under current employment agreements, if an employee wishes to initiate a grievance as defined above, that employee shall:

- (a) Attempt to resolve the issue through informal discussion with the employee's immediate supervisor. If the grievance involves the employee's immediate supervisor, the employee may request a meeting with the City Manager .
- (b) If after a reasonable amount of time, generally seven days, the grievance cannot be settled by the immediate supervisor, the employee may request an interview with the head of the City Manager .
- (c) ~~If a successful resolution is not found with the head of the , the employee may request a meeting with the .~~

Grievances

- (d) If the employee and the City Manager are unable to arrive at a mutual solution, the employee shall proceed as follows:
 1. Submit a written statement of the grievance to the City Manager and provide a copy to the employee's immediate supervisor.
 2. Include the following information in the written statement:
 - (a) The basis for the grievance.
 - (b) The allegation of any specific wrongful act and the harm done.
 - (c) The specific policies, rules, or regulations at issue.
 - (d) The remedy or goal being sought by the grievance.
- (e) The supervisor shall provide the employee with a signed acknowledgment of the grievance that shall include the date and time of receipt.
- (f) The City Manager should review the grievance, [investigate the claims, if reasonably necessary and appropriate](#), and respond to the employee within 14 calendar days.
 1. The response will be in writing, and will affirm or deny the allegations.
 2. The response shall include any remedies, if appropriate.
 3. The decision of the City Manager is considered final.
- (g) [If the grievance involves the City Manager and cannot be resolved through the employee's immediate supervisor, then the written statement of grievance may be submitted to the Mayor and City Council. In addressing the grievance, the City Council shall schedule a hearing with the employee and the City Manager within fifteen \(15\) working days after the receipt of the written statement of grievance. The scheduled hearing shall be noticed as required by law; however, the City Council may enter into a closed session to discuss character, professional competence, or other subjects properly noticed and allowed by law. The City Council shall render a written decision to the employee within ten \(10\) working days after the conclusion of the hearing. The City Council shall render its findings and decision to all concerned parties, in writing, which decision shall be final.](#)

[All employees shall fully cooperate in any investigation of a grievance, harassment, discrimination, or retaliation. Disciplinary action may be taken against any employee that obstructs or does not fully cooperate with any such investigation.](#)

603.4 GRIEVANCE RECORDS

At the conclusion of the grievance process, all documents pertaining to the process shall be forwarded to the City Manager or the authorized designee for inclusion in a secure file for all written grievances. [Records of grievances and all documents related to the grievance process shall be considered protected under Government Records Access and Management Act \(pursuant to Utah Code, Title 63G, Chapter 2\).](#)

Grievances

603.5 POLICY OR TRAINING IMPLICATIONS

If an employee who participates in the grievance review process identifies any issue that may warrant an immediate revision to this Policy Manual, a procedural change, or an immediate training need, the employee should promptly notify the City Manager in the memorandum.

603.6 GRIEVANCE AUDITS

The City Manager should designate an employee to perform an annual audit of all grievances filed the previous calendar year to evaluate whether any change in policy, procedure, or training may be appropriate to avoid future grievances. The evaluation should be documented in a [protected and](#) confidential memorandum to the City Manager without including any identifying information about any individual grievance.

DRAFT

Anti-Retaliation

604.1 PURPOSE AND SCOPE

This policy prohibits retaliation against employees who identify workplace issues, such as fraud, waste, abuse of authority, gross mismanagement, or any inappropriate conduct or practices, including violations that may pose a threat to the health, safety, or well-being of employees.

This policy does not prohibit actions taken for nondiscriminatory or non-retaliatory reasons, such as discipline for cause.

These guidelines are intended to supplement and not limit employees' access to other applicable remedies. Nothing in this policy shall diminish the rights or remedies of an employee pursuant to any applicable federal law, provision of the U.S. Constitution, state and local law, ordinance, or current employment agreement.

604.2 POLICY

The City has a zero tolerance for retaliation and is committed to taking reasonable steps to protect from retaliation employees who, in good faith, engage in permitted behavior or who report or participate in the reporting or investigation of workplace issues. All complaints of retaliation will be taken seriously and will be promptly and appropriately investigated.

604.3 RETALIATION PROHIBITED

No employee may retaliate against any person for engaging in lawful or otherwise permitted behavior; for opposing a practice believed to be unlawful, unethical, discriminatory, or retaliatory; for reporting or making a complaint under this policy; or for participating in any investigation related to a complaint under this or any other policy.

Retaliation includes any adverse action or conduct, including but not limited to:

- Refusing to hire or denying a promotion.
- Extending the probationary period.
- Unjustified reassignment of duties or change of work schedule.
- Real or implied threats or other forms of intimidation to dissuade the reporting of wrongdoing or filing of a complaint, or as a consequence of having reported or participated in protected activity.
- Taking unwarranted disciplinary action.
- Spreading rumors about the person filing the complaint or about the alleged wrongdoing.
- Shunning or unreasonably avoiding a person because the person has engaged in protected activity.

Anti-Retaliation

604.4 COMPLAINTS OF RETALIATION

Any employee who feels retaliated against in violation of this policy should promptly report the matter to any supervisor, or the City Manager or the authorized designee.

Employees shall act in good faith, not engage in unwarranted reporting of trivial or minor deviations or transgressions, and make reasonable efforts to verify facts before making any complaint in order to avoid baseless allegations. Employees shall not report or state an intention to report information or an allegation knowing it to be false or with willful or reckless disregard for the truth or falsity of the information, or otherwise act in bad faith.

Investigations are generally more effective when the identity of the reporting employee is known, thereby allowing investigators to obtain additional information from the reporting employee. However, complaints may be made anonymously. All reasonable efforts shall be made to protect the reporting employee's identity. However, confidential information may be disclosed to the extent required by law or to the degree necessary to conduct an adequate investigation and make a determination regarding a complaint. In some situations, the investigative process may not be complete unless the source of the information and a statement by the employee are part of the investigative process.

604.5 SUPERVISOR RESPONSIBILITIES

The responsibilities of supervisors include but are not limited to:

- (a) Ensuring complaints of retaliation are investigated.
- (b) Receiving all complaints in a fair and impartial manner.
- (c) Documenting the complaint and any steps taken to resolve the problem.
- (d) Acknowledging receipt of the complaint, notifying the City Manager or the authorized designee, and explaining to the employee how the complaint will be handled.
- (e) Taking appropriate and reasonable steps to mitigate any further violations of this policy.
- (f) Monitoring the work environment to ensure that any employee making a complaint is not subjected to further retaliation.
- (g) Periodic follow-up with the complainant to ensure that retaliation is not continuing.
- (h) Not interfering with or denying the right of an employee to make any complaint.
- (i) Taking reasonable steps to accommodate requests for assignment or schedule changes made by an employee who may be the target of retaliation if it would likely mitigate the potential for further violations of this policy.

604.6 COMPLAINT PROCESS

The City Manager should communicate to all supervisors the prohibition against retaliation.

Supervisors shall treat all complaints as serious matters and shall ensure that prompt actions take place, including but not limited to:

Anti-Retaliation

- (a) Communicating to all employees the prohibition against retaliation.
- (b) The timely review of complaint investigations.
- (c) Remediation of any inappropriate conduct or condition and instituting measures to eliminate or minimize the likelihood of recurrence.
- (d) The timely communication of the outcome to the complainant.

[The complaint process for claims of retaliation shall follow the same procedure for grievance claims. See section 603, *Grievances*.](#)

604.7 WHISTLE-BLOWING

Employees who believe they have been the subject of retaliation for engaging in protected behaviors should promptly report it to a supervisor. Supervisors should refer the complaint to the City Manager or the authorized designee for investigation.

604.8 RECORDS RETENTION AND RELEASE

The City Recorder shall ensure that documentation of investigations is maintained in accordance with the established records retention schedules.

604.9 TRAINING

This policy should be reviewed with each new employee.

All employees should receive periodic refresher training on the requirements of this policy.

Drug-and Alcohol- Free Workplace

605.1 PURPOSE AND SCOPE

The purpose of this policy is to establish clear and uniform guidelines regarding drugs and alcohol in the workplace (41 USC § 8103).

605.2 POLICY

It is the policy of the City to provide a drug- and alcohol-free workplace for all employees.

605.3 GENERAL GUIDELINES

Alcohol and drug use in the workplace or on city time can endanger the health and safety of city employees and the public.

Employees who have consumed an amount of an alcoholic beverage or taken any medication, or combination thereof, that would tend to adversely affect their mental or physical abilities shall not report for work. Affected employees shall notify an appropriate supervisor as soon as they are aware of an inability to report to work. If the employee is unable to make the notification, every effort should be made to have a representative contact the supervisor in a timely manner. If the employee is adversely affected while at work, the employee shall be immediately removed and released from work (see the Work Restrictions section in this policy).

605.3.1 USE OF MEDICATIONS

Employees should not use any medications that will impair their ability to safely and completely perform their work. Any employee who is medically required or has a need to take any such medication shall report that need to an immediate supervisor prior to commencing any work.

605.3.2 MEDICAL CANNABIS

Possession, use, or being under the influence of medical cannabis during work hours is prohibited and may lead to disciplinary action.

605.4 EMPLOYEE RESPONSIBILITIES

Employees shall report for work in an appropriate mental and physical condition. Employees are prohibited from purchasing, manufacturing, distributing, dispensing, possessing, or using controlled substances or alcohol on city premises or on city time (41 USC § 8103). The lawful possession or use of prescribed medications or over-the-counter remedies is excluded from this prohibition.

Employees shall notify a supervisor immediately if they observe behavior or other evidence that they believe demonstrates that a fellow employee is impaired during work hours due to drug or alcohol use.

Employees are required to notify their immediate supervisors of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction (41 USC § 8103).

Drug-and Alcohol- Free Workplace

605.5 EMPLOYEE ASSISTANCE PROGRAM

There may be available a voluntary employee assistance program to assist those who wish to seek help for alcohol and drug problems (41 USC § 8103). Insurance coverage that provides treatment for drug and alcohol abuse also may be available. Employees should contact the City Manager or the authorized designee, their insurance providers, or the employee assistance program for additional information. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to performance problems.

605.6 WORK RESTRICTIONS

If an employee informs a supervisor of having consumed any alcohol, drug, or medication that could interfere with a safe and efficient job performance, the employee may be required to obtain clearance from a physician before continuing to work.

If the supervisor reasonably believes, based on objective facts, that an employee is impaired by the consumption of alcohol or other drugs, the supervisor shall prevent the employee from continuing work and shall ensure that the employee is safely transported away from the workplace.

605.7 SCREENING TESTS

A supervisor **shall may** require an employee to submit to a screening under any of the following circumstances:

- (a) The supervisor reasonably believes, based upon objective facts, that the employee is under the influence of alcohol or drugs that are impairing the employee's ability to perform work safely and efficiently.
- (b) The employee uses property owned or approved by the City in a manner that results in injury, death, or substantial property damage.
- (c) The employee drives a motor vehicle in the performance of the employee's work and becomes involved in an incident that results in bodily injury, death, or **substantial** damage to property.

If a screening is required, such testing will occur as soon as possible, but not later than twelve hours after an accident has occurred or a supervisor's request.

Employees required to hold a Commercial Drivers License (CDL) and drive commercial vehicles as a condition of employment may be tested as required by federal and/or state law.

Any drug or alcohol testing shall occur during or immediately after the regular work period of current employees, and shall be deemed work time for purposes of compensation and benefits for current employees.

The City shall pay all costs of testing and transportation associated with a test required by the City.

Drug and alcohol testing will be conducted in compliance with federal, state, and local laws, including but not limited to Utah Code Ann. § 34-41-101 et seq., and any amendments or successor statutes.

Drug-and Alcohol- Free Workplace

605.7.1 SUPERVISOR RESPONSIBILITIES

The supervisor shall prepare a written record documenting the specific facts that led to the decision to require the test, and shall inform the employee in writing of the following:

- (a) The test will be given to detect either alcohol or drugs, or both.
- (b) The result of the test is not admissible in any criminal proceeding against the employee.
- (c) The employee may refuse the test, but refusal may result in dismissal or other disciplinary action.

605.7.2 DISCIPLINE

An employee may be subject to disciplinary action if the employee

- (a) Fails or refuses to submit to a screening test.
- (b) After taking a screening test that indicates the presence of a controlled substance, fails to provide proof, within 72 hours after being requested, of having taken the controlled substance as directed, pursuant to a current and lawful prescription issued in the employee's name.

605.8 COMPLIANCE WITH THE DRUG-FREE WORKPLACE ACT

No later than 30 days following notice of any drug statute conviction for a violation occurring in the workplace involving an employee, the City will take appropriate disciplinary action, up to and including dismissal, and/or requiring the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program (41 USC § 8104).

605.9 PRE-EMPLOYMENT TESTING

All prospective employees shall be tested for drug or alcohol usage prior to being placed for employment. All job applicants shall be informed of the policy at the pre-employment interviews. A copy of this policy shall be available for review by all job applicants. All prospective employees shall be required, prior to being hired by the City, to sign the acknowledgment form, agreeing to abide by the terms of this policy. The City will exclude from employment any job applicant or prospective employee who refuses to abide by the terms of this policy. Any prospective employee whose pre-employment drug and alcohol test results in a confirmed positive and who does not have a medically sufficient explanation (as reasonably determined by the City Manager), may reapply for employment with the City after six months from the date of such test. If the City hires a prospective employee, he or she must have first successfully passed the above-referenced pre-employment drug and alcohol test, and thereafter he or she will be subject to all the procedures and requirements for drug and alcohol testing as set forth in this policy.

In addition, any employee who has taken an extended leave of absence of six months or longer must be retested under this section before returning to work.

Drug-and Alcohol- Free Workplace

605.10 RANDOM TESTING

[The City reserves the right to implement a random drug and alcohol testing program consistent with applicable federal, state, and local law, for purposes of maintaining safety and as a deterrent to drug and alcohol abuse.](#)

605.11 CONFIDENTIALITY

The City recognizes the confidentiality and privacy due to its employees. Disclosure of any information relating to substance abuse treatment, except on a need-to-know basis, shall only be with the express written consent of the employee involved or pursuant to lawful process.

The written results of any screening tests and all documents generated by the employee assistance program are considered confidential medical records and shall be maintained in the employee's confidential medical file in accordance with the Personnel Records Policy.

DRAFT

Communicable Diseases

606.1 PURPOSE AND SCOPE

This policy provides general guidelines to assist in minimizing the risk of employees contracting and/or spreading communicable diseases.

606.1.1 DEFINITIONS

Definitions related to this policy include:

Communicable disease - A human disease caused by microorganisms that are present in and transmissible through human blood, bodily fluid, or tissue, or by breathing or coughing. These diseases commonly include but are not limited to hepatitis B virus (HBV), HIV, and tuberculosis.

Exposure - When an eye, the mouth, a mucous membrane, or non-intact skin comes into contact with blood or other potentially infectious materials, or when these substances are injected or infused under the skin; when an individual is exposed to a person who has a disease that can be passed through the air by talking, sneezing, or coughing (e.g., tuberculosis), or the individual is in an area that was occupied by such a person. Exposure only includes those instances that occur due to an employee's position with the City. (See the exposure control plan for further details to assist in identifying whether an exposure has occurred.)

606.2 POLICY

The City is committed to providing a safe work environment for its employees. Employees should be aware that they are ultimately responsible for their own health and safety.

606.3 EXPOSURE CONTROL OFFICER

The City Manager should assign a person as the Exposure Control Officer (ECO). The ECO is responsible for the development of an exposure control plan that includes:

- (a) Exposure prevention and decontamination procedures.
- (b) Procedures for when and how to obtain medical attention in the event of an exposure or suspected exposure.
- (c) The provision that city employees will have no-cost access to personal protective equipment (PPE) (e.g., gloves, face masks, eye protection, pocket masks) that is appropriate for each employee's position and risk of exposure.
- (d) Identification of exposure risks and reasonable efforts to reduce additional exposure.
- (e) Compliance with all relevant laws or regulations related to communicable diseases which may include the following:
 - 1. Responding to requests and notifications regarding exposures covered under the Ryan White law (42 USC § 300ff-133; 42 USC § 300ff-136)
 - 2. Bloodborne pathogen precautions, including exposure determination, if required (29 CFR 1910.1030)

Communicable Diseases

The ECO should also act as the liaison with the state occupational health and safety authority and may request voluntary compliance inspections. The ECO should periodically review and update the exposure control plan and review implementation of the plan.

606.4 EXPOSURE PREVENTION AND MITIGATION

606.4.1 GENERAL PRECAUTIONS

All employees are expected to use good judgment and follow training and procedures related to mitigating the risks associated with communicable disease. This includes but is not limited to (29 CFR 1910.1030:

- (a) Stocking disposable gloves, antiseptic hand cleanser, CPR masks, or other specialized equipment in the work area or city vehicles, as applicable.
- (b) Wearing city-approved disposable gloves when contact with blood, other potentially infectious materials, mucous membranes, and non-intact skin can be reasonably anticipated.
- (c) Washing hands immediately or as soon as feasible after removal of gloves or other PPE.
- (d) Treating all human blood and bodily fluids/tissue as if it is known to be infectious for a communicable disease.
- (e) Using an appropriate barrier device when providing CPR.
- (f) Using a face mask or shield if it is reasonable to anticipate an exposure to an airborne transmissible disease.
- (g) Decontaminating non-disposable equipment (e.g., clothing, shoes, work equipment) as soon as possible if the equipment is a potential source of exposure.
 - 1. Clothing that has been contaminated by blood or other potentially infectious materials should be removed immediately or as soon as feasible and stored/decontaminated appropriately.
- (h) Handling all sharps and items that cut or puncture (e.g., needles, broken glass, razors, knives) cautiously and using puncture-resistant containers for their storage and/or transportation.
- (i) Avoiding eating, drinking, smoking, applying cosmetics or lip balm, or handling contact lenses where there is a reasonable likelihood of exposure.
- (j) Disposing of biohazardous waste appropriately or labeling biohazardous material properly when it is stored.

606.4.2 IMMUNIZATIONS

Employees who could be exposed to HBV due to their positions may receive the HBV vaccine and any routine booster at no cost (29 CFR 1910.1030). Additional immunizations may also be required or provided. [When an employee elects to not have the appropriate vaccination\(s\) that is recommended or otherwise required, the employee shall be required to sign an appropriate waiver](#)

Communicable Diseases

[form, thereby releasing the City from any liability with regard to their contracting the applicable disease and all costs associated with their contraction of the applicable disease.](#)

606.5 POST EXPOSURE

606.5.1 INITIAL POST-EXPOSURE STEPS

Employees who experience an exposure or suspected exposure shall (29 CFR 1910.1030):

- (a) Begin decontamination procedures immediately (e.g., wash hands and any other skin with soap and water, flush mucous membranes with water).
- (b) Obtain medical attention as appropriate.
- (c) Notify a supervisor as soon as practical.

606.5.2 REPORTING REQUIREMENTS

Supervisors should investigate every exposure or suspected exposure that occurs as soon as possible following the incident. Supervisors should document the following information (29 CFR 1910.1030):

- (a) Identification of the employee exposed
- (b) Date and time of incident
- (c) Location of incident
- (d) Potentially infectious materials involved and the source of exposure (e.g., identification of the person who may have been the source)
- (e) Work being done during exposure
- (f) How the incident occurred or was caused
- (g) PPE in use at the time of the incident
- (h) Actions taken post-event (e.g., clean-up, notifications)

Supervisors should advise their employees that disclosing the identity and/or infectious status of a source to the public or to anyone who is not involved in the follow-up process is prohibited. Supervisors should complete the incident documentation in conjunction with other reporting requirements that may apply (see the Work-Related Illness and Injury Reporting and Illness and Injury Prevention policies).

606.5.3 MEDICAL CONSULTATION, EVALUATION, AND TREATMENT

City employees have the opportunity to have a confidential medical evaluation immediately after an exposure and follow-up evaluations as necessary.

The ECO should request a written opinion/evaluation from the treating medical professional that contains only the following information (29 CFR 1910.1030):

- (a) Whether the employee has been informed of the results of the evaluation.

Communicable Diseases

- (b) Whether the employee has been notified of any medical conditions resulting from exposure to blood or other potentially infectious materials that require further evaluation or treatment.

No other information should be requested or accepted by the ECO.

606.5.4 COUNSELING

The City should provide the employee, and the employee's family if necessary, the opportunity for counseling and consultation regarding the exposure.

606.5.5 SOURCE TESTING

Testing a person for communicable diseases when that person was the source of an exposure should be done when it is desired by the exposed employee or when it is otherwise appropriate. Source testing is the responsibility of the ECO. If the ECO is unavailable to seek timely testing of the source, it is the responsibility of the exposed employee's supervisor to ensure testing is sought.

Source testing may be achieved by:

- (a) Obtaining consent from the individual.
- (b) Requesting assistance from local health authorities to obtain testing.
- (c) Acquiring a court order in accordance with state law.

Since there is the potential for overlap between the different manners in which source testing may occur, the ECO is responsible for coordinating the testing to prevent unnecessary or duplicate testing.

The ECO should seek the consent of the individual for testing and consult the City Manager to discuss other options when no statute exists for compelling the source of an exposure to undergo testing if the individual refuses.

606.6 CONFIDENTIALITY OF REPORTS

Medical information shall remain in confidential files and not be disclosed to anyone without the employee's written consent (except as required by law). Test results from persons who may have been the source of an exposure are to be kept confidential as well (29 CFR 1910.1030).

606.7 TRAINING

Training regarding communicable diseases should be provided to employees commensurate with the requirements of their position. The training (29 CFR 1910.1030):

- (a) Should be provided at the time of initial assignment to tasks where an occupational exposure may take place and at least annually after the initial training.
- (b) Should be provided whenever the employee is assigned new tasks or procedures affecting potential exposure to communicable disease.
- (c) Should provide guidance on what constitutes an exposure, what steps can be taken to avoid an exposure, and what steps should be taken if a suspected exposure occurs.

Smoking and Tobacco Use

607.1 PURPOSE AND SCOPE

This policy establishes limitations on smoking and the use of tobacco products by employees and others during work hours or while in city facilities or vehicles.

For the purpose of this policy, smoking and tobacco use includes but is not limited to any tobacco product, such as cigarettes, cigars, pipe tobacco, snuff, tobacco pouches, and chewing tobacco, as well as any device that is intended to simulate smoking, such as an electronic cigarette or personal vaporizer.

607.2 POLICY

The City recognizes that smoking and tobacco use is a health risk and can be offensive to others. All forms of smoking and tobacco use also present an unprofessional image for the City and its employees. Therefore, all forms of smoking and tobacco use are prohibited by employees and visitors in all city facilities, buildings, and vehicles, and as is further outlined in this policy.

607.3 SMOKING AND TOBACCO USE

Smoking and tobacco use by employees are prohibited any time employees are in public view representing the City.

It is the responsibility of employees to ensure that no person under their supervision or control smokes or uses any tobacco product inside city facilities and vehicles.

No employee shall smoke or vape near any entrance, window, or other location where other persons may be subject to breathing smoke or vapor.

[If an employee smokes or uses any tobacco product inside city facilities and/or vehicles, they may be subject to disciplinary action.](#)

607.4 POSTING

Signs or other notices should be posted at appropriate locations to notify employees and the public where smoking and tobacco use is prohibited.

Meal Periods and Breaks

608.1 PURPOSE AND SCOPE

This policy provides general guidance regarding meal periods and breaks for employees.

608.2 POLICY

It is the policy of the City to provide meal periods and breaks to employees in accordance with the law and any employment agreements.

608.3 MEAL PERIODS

Employees shall take meal periods at times approved by their supervisors. The time spent for meal periods shall not exceed the authorized time allowed.

Emergency response employees shall remain on-duty subject to call during meal periods. All other employees are not on-duty during meal periods unless directed otherwise by a supervisor.

608.4 BREAKS

Breaks should be taken near the midpoint of each four-hour work period. Only one break should be taken during each four hours of work. No breaks should be taken during the first or last hour of an employee's shift unless approved by a supervisor.

Emergency response employees shall remain on-duty subject to call during breaks. All other employees are not on-duty during breaks unless directed otherwise by a supervisor.

Lactation Breaks

609.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance regarding reasonable accommodations for lactating employees.

609.2 POLICY

It is the policy of the City to provide, in compliance with federal law, reasonable accommodations for lactating employees. This includes break time and appropriate facilities to accommodate any employee desiring to express breast milk for a nursing child for up to one year after the child's birth (29 USC § 218d; 42 USC § 2000gg-1; 29 CFR 1636.3).

609.3 LACTATION BREAK TIME

A rest period should be permitted each time the employee requires a lactation break (29 USC § 218d; 42 USC § 2000gg-1; 29 CFR 1636.3). In general, lactation breaks that cumulatively total 30 minutes or less during any four-hour work period or major portion of a four-hour work period would be considered reasonable. However, individual circumstances may require more or less time.

Lactation breaks, if feasible, should be taken at the same time as the employee's regularly scheduled rest or meal periods. While a reasonable effort will be made to provide additional time beyond authorized breaks, any such time exceeding regularly scheduled and paid break time will be unpaid.

Employees desiring to take a lactation break shall notify a supervisor prior to taking such a break. Such breaks may be reasonably delayed if they would seriously disrupt city operations.

Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

609.4 PRIVATE LOCATION

The City will make reasonable efforts to accommodate employees with the use of an appropriate room or other location to express milk in private. Such room or place should be in proximity to the employee's work area and shall be other than a bathroom or toilet stall. The location must be shielded from view, free from intrusion from coworkers and the public, and otherwise satisfy the requirements of federal law (29 USC § 218d; 42 USC § 2000gg-1; 29 CFR 1636.3).

Employees occupying such private areas shall either secure the door or otherwise make it clear to others that the area is occupied with a need for privacy. All other employees should avoid interrupting an employee during an authorized break, except to announce an emergency or other urgent circumstance.

Authorized lactation breaks for employees assigned to the field may be taken at the nearest appropriate private area.

Lactation Breaks

609.5 STORAGE OF EXPRESSED MILK

Any employee storing expressed milk in any authorized refrigerated area shall clearly label it as such and shall remove it when the employee's workday ends.

DRAFT

Payroll Records

610.1 PURPOSE AND SCOPE

This policy provides the guidelines for completing and submitting payroll records of city employees who are eligible for the payment of wages.

610.2 POLICY

The City maintains timely and accurate payroll records.

610.3 RESPONSIBILITIES

Employees are responsible for the accurate completion and timely submission of their payroll records for the payment of wages.

Supervisors are responsible for approving the payroll records of employees under their supervision.

610.4 TIME REQUIREMENTS

Employees who are eligible for the payment of wages are paid on a scheduled, periodic basis, generally on the same day or date each period, with certain exceptions, such as holidays. Payroll records shall be completed and submitted as established by the city payroll procedures.

610.5 RECORDS

The City shall maintain accurate and timely payroll records as required by 29 CFR 516.2 for a minimum of three years (29 CFR 516.5).

Overtime Compensation

611.1 PURPOSE AND SCOPE

This policy establishes guidelines and procedures regarding overtime for employees, in conformance with the Fair Labor Standards Act (FLSA) (29 USC § 201 et seq.).

611.2 POLICY

The City will compensate nonexempt employees who work authorized overtime either by payment of wages or by the accrual of compensatory time (29 CFR 553.22). Employees who are salary exempt from FLSA are not compensated for overtime worked.

Department heads may require employees to work overtime as necessary. As much notice as possible will be provided when the need for overtime work arises. However, advance notice may not always be feasible.

611.3 COMPENSATION

Payment of wages to nonexempt employees for overtime, or accrual of compensatory time in lieu of compensation for overtime worked, shall be at the rate of not less than one and one-half hours for each hour of employment for which overtime compensation is required (29 USC § 207(o)(1)).

Nonexempt employees are generally entitled to overtime pay or accrual of compensatory time for work over 40 hours in a given workweek (29 USC § 207). Nonexempt employees working a shift schedule (e.g., first responders) should consult with the Human Resources Department for information about hours of work for which overtime pay or compensatory time is required.

Short periods of overtime worked at the end of the normal workday (e.g., less than one hour in duration) may be handled informally by an agreement between the supervisor and the employee. In such cases, the supervisor shall document the overtime worked and schedule a subsequent adjustment of work time within the same work period that the overtime was worked, rather than submit a request for overtime compensation (29 USC § 207(o)).

Exempt employees may be eligible for administrative leave, which may be granted at the discretion of the exempt employee's immediate supervisor.

As required by law, overtime is based on actual "hours worked". Time off for lunch breaks, vacation leave, funeral leave, holiday leave, jury leave, sick leave, compensation time, or any leave of absence is not considered "hours worked" for purposes of calculating overtime.

No employee may accumulate more than 80 hours of unused compensatory time. Hours of compensatory time earned in excess of 80 hours accumulated shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

Upon termination of employment, an employee with accrued unused compensatory time shall be paid at a rate of compensation equal to (a) the average regular rate received by such employee

Overtime Compensation

[during the last three \(3\) years of the employee's employment, or \(b\) the final regular rate received by such employee, whichever is higher.](#)

611.4 REQUESTS FOR OVERTIME COMPENSATION

611.4.1 EMPLOYEE RESPONSIBILITIES

Generally, no employee is authorized to work overtime without the prior approval of a supervisor. If circumstances do not permit prior approval, approval shall be sought as soon as practicable during the overtime shift and in no case later than the end of the shift in which the overtime is worked.

Nonexempt employees shall:

- (a) Obtain supervisory approval, verbal or written.
- (b) Record the actual time worked in an overtime status using the city-approved form or method. Informal notations on reports, logs, or other forms not approved for overtime recording are not acceptable.
- (c) Submit the request for overtime compensation pursuant to city payroll procedures.

611.4.2 SUPERVISOR RESPONSIBILITIES

Supervisors shall:

- (a) Prior to authorizing an employee to work overtime, evaluate the need for the overtime.
 1. Supervisors should not authorize any request to work overtime if the overtime would not be an appropriate use of city resources.
- (b) Upon receipt of a request for overtime compensation, confirm that the overtime was authorized and then verify the actual time worked.
 1. Supervisors identifying any unauthorized overtime or discrepancy shall initiate an internal investigation.
- (c) After verifying and approving the overtime amount, promptly forward the request for compensation to the employee's department director for final approval.
 1. After the head of the department has authorized compensation, the request shall be submitted to the City Manager or the authorized designee as soon as practicable.

[Supervisors should adjust an employee's schedule as needed to avoid unnecessary overtime.](#)

Supervisors may not authorize or approve their own overtime.

611.5 VARIATION IN TIME REPORTED

When two or more employees are assigned to the same activity and the amount of time for which overtime compensation is requested varies among the employees, the City Manager, authorized designee, or other approving supervisor may require each employee to include the reason for the variation on the overtime compensation request.

Overtime Compensation

611.6 REQUESTING USE OF COMPENSATORY TIME

Employees who have accrued compensatory time shall be allowed to use that time for time off within a reasonable period after making a request, if the request does not unduly disrupt city operations (29 USC § 207(o)). Requests to use compensatory time will be submitted to the employee's supervisor at least 24 hours in advance of its intended use. Supervisors may make exceptions in unusual or extraordinary circumstances.

Supervisors shall not unreasonably deny employee requests to use compensatory time (29 CFR 553.25).

Compensatory time must be used by the end of the fiscal year in which it was earned. In limited circumstances, due to scheduling or business necessity, the City Manager may approve the carryover of a maximum of 80 hours of accrued compensatory time.

If an employee has any accumulated Compensatory time it must be used prior to any Vacation time.

611.7 ON CALL COMPENSATION

On-call time is not considered "hours worked". It is generally characterized by a readiness to respond to a call, text, or other notice to report to an emergency situation. Employees on-call are expected to report as directed within 20 minutes of notification. Employees are not paid regular time for time spent carrying a cell phone. However, employees are paid regular time/compensation (including the potential for over-time or compensatory time, if applicable) for actual time spent responding to calls, or for when they have returned to the work site. Time spent responding to calls (traveling to and from the work site) also counts as hours regular hours worked.

Employees designated by their supervisor as on-call will be paid an additional on-call compensation at the current budget approved rate. On-call designation must be recorded on the employee's time record and approved by their supervisor.

Work-Related Illness and Injury Reporting

612.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance regarding timely reporting of work-related conditions such as a physical injury or an occupational illness.

612.1.1 DEFINITIONS

Definitions related to this policy include:

Work-related condition - Any significant medical or mental condition suspected to have been caused by an employee's service to the City. Any condition that would reasonably require some form of treatment should be considered significant.

612.2 POLICY

The City will address work-related conditions and will comply with applicable state workers' compensation requirements.

612.3 RESPONSIBILITIES

612.3.1 EMPLOYEE RESPONSIBILITIES

Employees shall report work-related conditions as soon as practicable, but within 24 hours, to a supervisor, and seek medical care when appropriate.

612.3.2 SUPERVISOR RESPONSIBILITIES

A supervisor learning of any work-related condition should:

- (a) Ensure the employee receives medical care as appropriate.
- (b) Determine whether the Illness and Injury Prevention Policy applies and take additional action as required.
- (c) Review the report for accuracy and determine whether the work-related condition is required to be reported to the state or workers' compensation entity and whether any additional action should be taken.
- (d) Forward the report to the City Manager or the authorized designee to be maintained in the employee's confidential medical file.

612.4 OTHER ILLNESS OR INJURY

Work-related conditions that do not qualify for workers' compensation reporting shall be documented on the designated report of injury form, which shall be signed by a supervisor. A copy of the completed form shall be forwarded to the City Manager or the authorized designee.

Unless the injury is extremely minor, the affected employee shall sign the form indicating no desire for medical treatment. Signing the form does not preclude the employee's ability to later seek medical attention.

Work-Related Illness and Injury Reporting

612.5 SETTLEMENT OFFERS

When an employee experiences a work-related condition that is caused by another person and is subsequently contacted by that person, that person's agent, an insurance company, or an attorney and offered a settlement, the employee shall take no action other than to submit a written report of this contact to a supervisor as soon as possible.

612.5.1 NO SETTLEMENT WITHOUT PRIOR APPROVAL

No less than 10 days prior to accepting and finalizing the settlement of any third-party claim arising out of or related to a work-related condition, the employee shall provide the City Manager or the authorized designee with written notice of the proposed terms of such settlement. In no case shall the employee accept a settlement without first providing written notice to the City Manager or the authorized designee. The purpose of such notice is to permit the City to determine whether the offered settlement will affect any claim the City may have regarding payment for damage to equipment or reimbursement for wages against the person who caused the work-related condition, and to protect the city's right of subrogation, while ensuring that the employee's right to receive compensation is not affected.

DRAFT

Temporary Modified-Duty Assignments

613.1 PURPOSE AND SCOPE

This policy establishes procedures for providing temporary modified-duty assignments. This policy is not intended to affect the rights or benefits of employees under federal or state law, city rules, or applicable employment agreements. For example, nothing in this policy affects the obligation of the City to engage in a good faith, interactive process to consider reasonable accommodations for any employee with a temporary or permanent disability or limitation that is protected under federal or state law.

613.2 POLICY

Subject to operational and business considerations, the City may identify temporary modified-duty assignments for employees who have an injury or medical condition resulting in temporary work limitations or restrictions. A temporary assignment allows the employee to work, while providing the City with a productive employee during the temporary period.

613.3 GENERAL CONSIDERATIONS

Priority consideration for temporary modified-duty assignments will be given to employees with work-related injuries or illnesses that are temporary in nature. Employees having disabilities covered under the Americans with Disabilities Act (ADA) or state law shall be treated equally, without regard to any preference for a work-related injury.

No position should be created or maintained as a temporary modified-duty assignment.

Temporary modified-duty assignments are a management prerogative and not an employee right. The availability of temporary modified-duty assignments will be determined on a case-by-case basis, consistent with the operational and business needs of the City. Temporary modified-duty assignments are subject to continuous reassessment, with consideration given to operational and business needs and the employee's ability to perform in a modified-duty assignment.

The City Manager or the authorized designee may restrict employees working in temporary modified-duty assignments from wearing a uniform, operating a city vehicle, or engaging in outside employment.

Temporary modified-duty assignments should generally not exceed a cumulative total of 1,040 hours in any one-year period.

Employees who refuse a temporary modified-duty assignment offer are permitted to use available approved leave, if eligible.

613.4 PROCESS

Employees may request a temporary modified-duty assignment for short-term injuries or illnesses.

Temporary Modified-Duty Assignments

Employees seeking a temporary modified-duty assignment should submit a written request to their immediate supervisors or the authorized designees. The request should, as applicable, include a certification from the treating medical professional containing:

- (a) An assessment of the nature and probable duration of the illness or injury.
- (b) The prognosis for recovery.
- (c) The nature and scope of limitations and/or work restrictions.
- (d) A statement regarding any required workplace accommodations, mobility aids, or medical devices.
- (e) A statement that the employee can safely perform the duties of the temporary modified-duty assignment.

Supervisors will make a recommendation to the City Manager or the authorized designee regarding temporary modified-duty assignments that may be available based on the needs of the City and the limitations of the employee.

Requests for a temporary modified-duty assignment of 20 hours or less per week may be approved and facilitated by the supervisor, with notice to the City Manager or the authorized designee.

613.5 ACCOUNTABILITY

Written notification of assignments, work schedules, and any restrictions should be provided to employees assigned to temporary modified-duty assignments and their supervisors. Those assignments and schedules may be adjusted to accommodate city operations and the employee's medical appointments, as mutually agreed upon by the employee and the employee's supervisor.

613.5.1 EMPLOYEE RESPONSIBILITIES

The responsibilities of employees assigned to temporary modified duty include but are not limited to:

- (a) Communicating and coordinating any required medical and physical therapy appointments in advance with their supervisors.
- (b) Promptly notifying their supervisors of any change in restrictions or limitations after each appointment with their treating medical professionals.
- (c) Communicating a status update to their supervisors no less than once every 30 days while assigned to temporary modified duty.
- (d) Submitting a written status report to the City Manager or the authorized designee that contains a status update and anticipated date of return to full duty when a temporary modified-duty assignment extends beyond 60 days.

613.5.2 SUPERVISOR RESPONSIBILITIES

The employee's immediate supervisor should monitor and manage the work schedule of those assigned to temporary modified duty.

The responsibilities of supervisors include but are not limited to:

Temporary Modified-Duty Assignments

- (a) Periodically apprising the City Manager or the authorized designee of the status and performance of employees assigned to temporary modified duty.
- (b) Notifying the City Manager or the authorized designee and ensuring that the required documentation facilitating the employee's return to full duty is received from the employee.
- (c) Ensuring that employees returning to full duty have completed any required training and certification.

613.6 MEDICAL EXAMINATIONS

Prior to returning to full-duty status, employees shall be required to provide certification from their treating medical professionals stating that they are medically cleared to perform the essential functions of their jobs without restrictions or limitations.

The City may require a fitness-for-duty examination prior to returning an employee to full-duty status.

613.7 PREGNANCY

If an employee is temporarily unable to perform regular duties due to a pregnancy, childbirth, or a related medical condition, the employee will be treated the same as any other temporarily disabled employee (42 USC § 2000e(k)). A pregnant employee shall not be involuntarily transferred to a temporary modified-duty assignment.

If notified by an employee or the employee's representative regarding a limitation related to pregnancy, childbirth, or related medical conditions, the City should make reasonable efforts to provide an accommodation for the employee in accordance with federal law and any applicable state law. The accommodation should be provided without unnecessary delay, as appropriate (42 USC § 2000gg-1; 29 CFR 1636.3; 29 CFR 1636.4).

Nothing in this policy limits a pregnant employee's right to a temporary modified-duty assignment if required under state law.

613.7.1 NOTIFICATION

Pregnant employees should notify their immediate supervisors as soon as practicable and provide a statement from their medical providers identifying any pregnancy-related job restrictions or limitations. If at any point during the pregnancy it becomes necessary for the employee to take a leave of absence, such leave shall be granted in accordance with the city's personnel rules and regulations regarding family and medical care leave.

613.8 PROBATIONARY EMPLOYEES

Probationary employees who are assigned to a temporary modified-duty assignment may have their probation extended by a period of time equal to their assignment to temporary modified duty.

Temporary Modified-Duty Assignments

613.9 MAINTENANCE OF CERTIFICATION AND TRAINING

Employees assigned to temporary modified duty shall maintain all certification, training, and qualifications appropriate to both their regular and temporary duties, provided that the certification, training, or qualifications are not in conflict with any medical limitations or restrictions. Employees who are assigned to temporary modified duty shall inform their supervisors of any inability to maintain any certification, training, or qualifications.

DRAFT

Speech, Expression, and Social Networking

614.1 PURPOSE AND SCOPE

This policy is intended to address issues associated with the use of social networking sites, and provides guidelines for the regulation and balancing of employee speech and expression with the needs of the City.

This policy applies to all forms of communication, including but not limited to film, video, print media, public or private speech, and use of all internet services, including the web, email, file transfer, remote computer access, news services, social networking, social media, instant messaging, blogs, forums, video, and other file-sharing sites.

Nothing in this policy is intended to prohibit or infringe upon any communication, speech, or expression that is protected under law. This includes speech and expression protected under state or federal constitutions as well as labor or other applicable laws. For example, this policy does not limit an employee from speaking as a private citizen, including acting as an authorized member of an employee group, about matters of public concern, such as misconduct or corruption.

Employees are encouraged to consult with their supervisors regarding any questions arising from the application or potential application of this policy.

614.2 POLICY

Employees of public entities occupy a trusted position in the community, and thus, their statements have the potential to contravene the policies and performance of the City. Due to the nature of the work and influence associated with local government employees, it is necessary that city personnel be subject to certain reasonable limitations on their speech and expression. To achieve its mission and efficiently provide service to the public, the City will carefully balance the individual employee's rights against the needs and interests of the City when exercising a reasonable degree of control over its employees' speech and expression.

614.3 PROHIBITED SPEECH, EXPRESSION, AND CONDUCT

Employees should demonstrate sound judgment in speech, expression, and conduct that relates to or affects the City. In order to meet the safety, performance, and public-trust needs of the City, the following are prohibited unless the speech is otherwise protected (e.g., an employee is speaking as a private citizen, including acting as an authorized member of an employee group, on a matter of public concern):

- (a) Speech or expression that is disruptive to the work environment, undermines authority, and is destructive to close working relationships.
- (b) Speech or expression made pursuant to an official duty that tends to compromise or damage the mission, function, reputation, or professionalism of the City or its employees.
- (c) Knowingly or recklessly false speech or expression that, while not made pursuant to an official duty, is significantly linked to, or related to, the City and tends to compromise

Speech, Expression, and Social Networking

or damage the mission, function, reputation, or professionalism of the City or its employees. Examples may include:

1. Making a false accusation of wrongdoing without exercising reasonable caution to verify the truth of the matter.
 2. Intentionally misrepresenting on social media actions taken by the City that would damage the city's reputation.
- (d) Speech or expression of any form that could reasonably be foreseen as having a negative impact on the safety of city employees. Use or disclosure, through whatever means, of any information, photograph, video, or other recording obtained or accessible as a result of employment or appointment with the City for financial or personal gain, or any disclosure of such materials without the express authorization of the City Manager or the authorized designee.
- (e) Posting, transmitting, or disseminating any photographs, video or audio recordings, likenesses or images of city logos, emblems, uniforms, badges, patches, marked vehicles, equipment, or other material that specifically identifies the City on any personal or social networking or other website or web page, without the express authorization of the City Manager or the authorized designee.

Employees must take reasonable and prompt action to remove any content, including content posted by others, that is in violation of this policy from any web page or website maintained by the employee (e.g., social or personal website).

614.3.1 UNAUTHORIZED ENDORSEMENTS AND ADVERTISEMENTS

While employees are not restricted from engaging in the following activities as private citizens or as authorized members of employee groups, employees may not represent the City or identify themselves in any way that could be reasonably perceived as representing the City in order to do any of the following, unless specifically authorized by the City Manager or the authorized designee:

- (a) Endorse, support, oppose, or contradict any political campaign or initiative.
- (b) Endorse, support, oppose, or contradict any social issue, cause, or religion.
- (c) Endorse, support, or oppose any product, service, company, or other commercial entity.
- (d) Appear in any commercial, social, or nonprofit publication; in any motion picture, film, video, or public broadcast; or on any website.

Additionally, when it can reasonably be construed that an employee, acting in an individual capacity or through an outside group or organization, including as an authorized member of an employee group, is affiliated with this city, the employee shall give a specific disclaiming statement that any such speech or expression is not representative of the City.

Employees retain their rights to vote as they choose, to support candidates of their choice, and to express their opinions as private citizens, including as authorized members of employee groups on political subjects and candidates at all times during non-work hours. However, employees may not use their official authority or influence to interfere with or affect the result of elections or

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nominations for office. Employees are also prohibited from directly or indirectly using their official authority to coerce, command, or advise another employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes (5 USC § 1502).

614.4 PRIVACY EXPECTATION

Employees forfeit any expectation of privacy with regard to emails, texts, or anything published or maintained through file-sharing software or any internet site (e.g., Facebook, Twitter, LinkedIn) that is accessed, transmitted, received, or reviewed on any city technology system (see the Information Technology Use Policy for additional guidance).

However, the City may not require an employee to disclose a personal username or password or to open a personal social website, except when legally permitted and relevant to the investigation of allegations of work-related misconduct.

614.5 CONSIDERATIONS

In determining whether to grant authorization of any speech or conduct that is prohibited under this policy, the factors that the City Manager or the authorized designee should consider include:

- (a) Whether the speech or conduct would negatively affect the efficiency of delivering public services.
- (b) Whether the speech or conduct would be contrary to the good order of the City or the efficiency or morale of its employees.
- (c) Whether the speech or conduct would reflect unfavorably upon the City.
- (d) Whether the speech or conduct would negatively affect the appearance of impartiality in the performance of the employee's duties.
- (e) Whether similar speech or conduct has been previously authorized.
- (f) Whether the speech or conduct may be protected and outweighs any interest of the City.

614.6 TRAINING

Subject to available resources, the City should provide training regarding the limitations on speech, expression, and use of social networking to all employees.

Illness and Injury Prevention

615.1 PURPOSE AND SCOPE

The purpose of this policy is to establish an ongoing and effective plan to reduce the incidence of illness and injury for employees of the City.

This policy specifically applies to illness and injury that results in lost time or that requires medical treatment beyond first aid. Although this policy provides the essential guidelines for a plan that reduces illness and injury, each department within the City may set its own related policies or procedures that do not conflict with this policy.

615.2 POLICY

The City is committed to providing a safe environment for its employees and to minimizing the incidence of work-related illness and injuries. The City should establish and maintain an illness and injury prevention plan and provide tools, training, and safeguards designed to reduce the potential for accidents, injuries, and illness. It is the intent of the City to comply with all laws and regulations related to occupational safety.

615.3 ILLNESS AND INJURY PREVENTION PLAN

The City Manager or the authorized designee is responsible for developing an illness and injury prevention plan that should include:

- (a) Workplace safety and health training programs.
- (b) Review of city workplace safety policies and procedures of each department.
- (c) Regularly scheduled safety meetings.
- (d) Posted or distributed safety information.
- (e) A system for employees to anonymously inform management about workplace hazards.
- (f) Establishment of a safety and health committee that will:
 - 1. Meet regularly ([e.g., monthly or quarterly](#)).
 - 2. Include representation from each department, [or departments deemed appropriate](#).
 - 3. Prepare a written record of safety and health committee meetings.
 - 4. Review the results of periodic scheduled inspections.
 - 5. Review investigations of accidents and exposures.
 - 6. Make suggestions to supervisors for the prevention of future incidents.
 - 7. Review investigations of alleged hazardous conditions.
 - 8. Submit recommendations to assist in the evaluation of employee safety suggestions.

Illness and Injury Prevention

9. Assess the effectiveness of efforts made by the City to meet applicable standards.
- (g) Establishing a process to ensure illnesses and injuries are reported as required under state law.

615.4 MANAGER/ADMINISTRATOR RESPONSIBILITIES

The responsibilities of the City Manager or the authorized designee include but are not limited to:

- (a) Managing and implementing a plan to reduce the incidence of employee illness and injury.
- (b) Ensuring that a system of communication is in place that facilitates a continuous flow of safety and health information between supervisors and employees. This system shall include:
 1. New employee orientation that includes a discussion of safety and health policies and procedures.
 2. Regular employee review of the illness and injury prevention plan.
- (c) Ensuring that all safety and health policies and procedures are clearly communicated and understood by all employees.
- (d) Taking reasonable steps to ensure that all employees comply with safety rules in order to maintain a safe work environment. This includes but is not limited to:
 1. Informing employees of the illness and injury prevention guidelines.
 2. Recognizing employees who perform safe work practices.
 3. Ensuring that the employee evaluation process includes employee safety performance.
 4. Ensuring compliance with any applicable safety standards related to:
 - (a) Communicable diseases
 - (b) Personal Protective Equipment (PPE) (see the Personal Protective Equipment Policy)
 - (c) Emergency Action Plan
 - (d) Walking-working surfaces
- (e) Making available a form to document inspections, unsafe conditions or unsafe work practices, and actions taken to correct unsafe conditions and work practices.
- (f) Making available a form to document individual incidents or accidents.
- (g) Making available a form to document the safety and health training of each employee. This form will include the employee's name or other identifier, training dates, type of training, and training providers.
- (h) Conducting and documenting a regular review of the illness and injury prevention plan.

Illness and Injury Prevention

615.5 SUPERVISOR RESPONSIBILITIES

Supervisor responsibilities include but are not limited to:

- (a) Ensuring employee compliance with illness and injury prevention guidelines and answering questions from employees about this policy.
- (b) Training, counseling, instructing, or making informal verbal admonishments any time safety performance is deficient. Supervisors may also initiate discipline when it is reasonable and appropriate.
- (c) Establishing and maintaining communication with employees on health and safety issues. This is essential for an injury-free, productive workplace.
- (d) Completing required forms and reports relating to illness and injury prevention and submitting such forms and reports to the City Manager.
- (e) Notifying the City Manager or the authorized designee when:
 - 1. New substances, processes, procedures, or equipment that present potential new hazards are introduced into the work environment.
 - 2. New, previously unidentified hazards are recognized.
 - 3. Work-related illnesses and injuries occur.
 - 4. New and/or permanent or intermittent employees are hired or reassigned to processes, operations, or tasks for which a hazard evaluation has not been previously conducted.
 - 5. Workplace conditions warrant an inspection.

615.6 HAZARDS

All employees should report and/or take reasonable steps to correct unsafe or unhealthy work conditions, practices, or procedures in a timely manner. Employees should make their reports to a supervisor (as a general rule, their own supervisors).

Supervisors should make reasonable efforts to correct unsafe or unhealthy work conditions in a timely manner, based on the severity of the hazard. These hazards should be corrected when observed or discovered, when it is reasonable to do so. When a hazard exists that cannot be immediately abated without endangering employees or property, supervisors should protect or remove all exposed employees from the area or item, except those necessary to correct the existing condition.

Employees who are necessary to correct the hazardous condition shall be provided with the necessary protection.

All significant actions taken and dates they are completed shall be documented on the appropriate form. This form should be forwarded to the City Manager or the authorized designee.

The City Manager or the authorized designee will take appropriate action to ensure the illness and injury prevention plan addresses potential hazards upon such notification.

Illness and Injury Prevention

615.7 INSPECTIONS

Safety inspections are crucial to a safe work environment. These inspections identify and evaluate workplace hazards and permit mitigation of those hazards. A hazard assessment checklist should be used for documentation and to ensure a thorough assessment of the work environment.

The City Manager or the authorized designee should ensure that the appropriate documentation is completed for each inspection.

615.7.1 EQUIPMENT

Employees are charged with daily inspections of their assigned equipment or work environment, as applicable, prior to beginning their workday. Employees should complete the appropriate form if an unsafe condition cannot be immediately corrected. Employees should forward this form to their supervisors.

615.8 INVESTIGATIONS

Any employee sustaining any work-related illness or injury, as well as any employee who is involved in any work-related accident or hazardous substance exposure, shall report such event as soon as practicable to a supervisor. Employees observing or learning of a potentially hazardous condition are to promptly report the condition to their immediate supervisors.

A supervisor receiving such a report should personally investigate the incident or ensure that an investigation is conducted. Investigative procedures for workplace accidents and hazardous substance exposures should include:

- (a) A visit to the accident scene as soon as possible.
- (b) An interview of the injured employee and witnesses.
- (c) An examination of the workplace for factors associated with the accident/exposure.
- (d) Determination of the cause of the accident/exposure.
- (e) Corrective action to prevent the accident/exposure from reoccurring.
- (f) Documentation of the findings and corrective actions taken.

Additionally, the supervisor should proceed with the steps to report a work-related injury, as required under the Work-Related Illness and Injury Reporting Policy, in conjunction with this investigation to avoid duplication and ensure timely reporting.

615.9 TRAINING

Employees, including supervisors, should be provided with training on general and job-specific workplace safety and health practices. Training should be provided:

- (a) To supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed.
- (b) To all employees with respect to hazards specific to each employee's job assignment.
- (c) To all employees given new job assignments for which training has not previously been provided.

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- (d) Whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard.
- (e) Whenever the City is made aware of a new or previously unrecognized hazard.

615.9.1 TRAINING TOPICS

Training topics should include, as applicable:

- (a) Reporting unsafe conditions, work practices, and injuries, and informing a supervisor when additional instruction is needed.
- (b) Use of appropriate clothing, including gloves and footwear.
- (c) Use of respiratory equipment.
- (d) Availability of toilet, hand-washing, and drinking-water facilities.
- (e) Provisions for medical services and first aid.
- (f) Handling of bloodborne pathogens and other biological hazards.
- (g) Prevention of heat and cold stress.
- (h) Identification and handling of hazardous materials, including chemical hazards to which employees could be exposed, and review of resources for identifying and mitigating hazards (e.g., hazard labels, Safety Data Sheets (SDS)).
- (i) Mitigation of physical hazards.
- (j) Identification and mitigation of ergonomic hazards, including working on ladders or in a stooped posture for prolonged periods.
- (k) Back exercises/stretchers and proper lifting techniques.
- (l) Avoidance of slips and falls.
- (m) Good housekeeping and fire prevention.
- (n) [Defensive driving](#).
- (o) Other job-specific safety concerns.

615.10 RECORDS

Records and training documentation relating to illness and injury prevention will be maintained in accordance with the established records retention schedule.

Workplace Violence

616.1 PURPOSE AND SCOPE

The purpose of this policy is to make clear that the City does not tolerate any direct or implied threats of violence or violent behavior in the workplace or any act or behavior that is or can be perceived as threatening, hostile, and/or violent.

616.2 POLICY

It is the policy of the City to provide and maintain a safe work environment for its employees, volunteers, and members of the public.

In responding to any violent behavior in the workplace, the City is committed to providing protection to all involved parties, including protection from future physical and/or mental harm and the protection of the legal rights of victims, witnesses, and those instigating the harm.

616.3 PROHIBITED BEHAVIOR

No employee shall engage in, encourage, or promote violent behavior toward any person while conducting city business or on city property.

No employee engaged in city business shall carry or possess weapons or explosives **unless either:**

- (a) Permitted by city policy.
- (b) State or local law prohibits the City from restricting the possession of the weapon or explosive.
- (c) [Their job duties require the carrying or possession of a weapon or explosive.](#)

[Utah Code, Title 53, Chapter 5a, permits the lawful open or concealed carrying of a firearm under certain circumstances. Employees are required to be familiar with State law and those circumstances in which they may or may not lawfully open or conceal carry a firearm, as it relates to their workplace and job duties.](#)

616.4 REPORTING AND INVESTIGATING

616.4.1 EMPLOYEE RESPONSIBILITY

Employees who experience, observe, or have knowledge of prohibited behaviors and actions in the workplace have a responsibility to report the situation as soon as practicable to a supervisor, a manager, or a human resources representative and to the local police department, if a threat has been made or a crime has occurred.

616.4.2 SUPERVISOR AND MANAGER/ADMINISTRATOR RESPONSIBILITIES

Upon receipt of a report of potential or actual workplace violence, supervisors shall gather as much information as possible to assess and determine the severity and potential of the situation.

Workplace Violence

If the report is found to be credible, the City Manager or the authorized designee shall be notified as soon as practicable and appropriate action taken.

Local law enforcement personnel shall be notified immediately of all threatening or violent behavior.

616.4.3 INVESTIGATION

The City Manager or the authorized designee will promptly, impartially, and with as much confidentiality as practicable coordinate the investigation of all reports of violent behavior.

City employees are required to cooperate in any investigation. A timely resolution of each report should be reached and communicated to all parties involved as quickly as possible.

616.4.4 REPORTING NON-WORK-RELATED THREATENING OR VIOLENT BEHAVIOR

City employees who are victims of domestic violence or other threatening behavior outside of the workplace, or who believe they are potential victims of such behavior and fear it may enter the workplace, are encouraged to report the situation as soon as possible to their supervisors.

Supervisors receiving any such report shall contact the City Manager or the authorized designee as soon as practicable so that any appropriate safety measures or plans may be developed.

616.5 RETALIATION PROHIBITED

Any form of retaliation against an employee for making a report concerning violent behavior in the workplace is prohibited.

Any employee who becomes aware of any retaliation or threatened retaliation shall immediately notify a supervisor.

616.6 RESTRAINING ORDERS

Employees who obtain a restraining order listing their workplace, person, or the City property as a protected area must provide a copy of the restraining order to their immediate supervisor or the City Manager or the authorized designee. The City needs this information in order to provide a safe workplace.

616.7 FOLLOW-UP ACTION

Any employee reported to have exhibited violent or potentially violent behavior will be afforded all rights provided by law and applicable employment agreements before the City takes any disciplinary action.

Actions that may be taken when an employee has been found to have violated this policy include but are not limited to the following:

- Mandatory participation in counseling
- Placing the employee on paid administrative leave pending investigation into an alleged threat or act
- Corrective/disciplinary action up to and including termination

Workplace Violence

- Criminal arrest and prosecution
- Special procedures, such as job relocation or initiation of a court order

If, upon investigation, it is determined that an allegation is false or was made maliciously, the employee who provided the false information will be subject to disciplinary action, up to and including termination, as well as possible criminal arrest and prosecution.

616.8 LEGAL ACTION

The City Manager or the authorized designee, in consultation with legal counsel, will determine if a temporary restraining order or injunction should be sought on behalf of the City to reduce future or threatened violent behavior in the workplace.

616.9 CORRECTIVE ACTIONS

At the completion of the investigation and a review of the incident, or in the case of a threat of violence, non-disciplinary corrective actions should be implemented or requested to ensure overall workplace safety. These actions may include but are not limited to:

- Placing the involved employee on administrative leave pending further review and determination of permanent action.
- Administrative leave would be unpaid in the case of a volunteer.
- Reassigning the employee to a different work location.
- Referring the employee to conflict resolution training sessions.
- Referring the employee to the employee assistance program (EAP).
- Modifying workstation designs and office traffic flow patterns.
- Requiring the employee to attend a fitness-for-duty evaluation.
- Developing specific workplace violence procedures for incident response, prevention, and corrective actions.

616.10 WORKPLACE VIOLENCE PREVENTION

All city employees are responsible for assisting in the prevention of violence in the workplace.

The City will provide appropriate training to employees regarding workplace violence.

In the event a violent incident occurs in the workplace, the City Manager or the authorized designee is responsible for ensuring that all responsibilities have been met and actions carried out, as detailed in this policy, and shall review the results of any investigation and ensure appropriate action is taken. Information gathered during an investigation should be used for the continuous improvement of policies and procedures to prevent workplace violence.

Outside Employment

617.1 PURPOSE AND SCOPE

This policy provides guidelines for city employees who seek to engage in authorized outside employment.

617.1.1 DEFINITIONS

Definitions related to this policy include:

Outside employment - Duties or services performed by employees of the City for another employer, organization, or individual when wages, compensation, or other consideration for such duties or services is received. Outside employment also includes duties or services performed by those employees who are self-employed and receive compensation or other consideration for services, products, or benefits rendered.

617.2 POLICY

City employees shall obtain written approval from the City Manager or the authorized designee prior to engaging in any outside employment. Approval of outside employment shall be at the discretion of the City Manager or the authorized designee in accordance with the provisions of this policy. Failure to obtain prior written approval for outside employment, or engaging in outside employment that is prohibited by this policy, may lead to disciplinary action.

617.3 OUTSIDE EMPLOYMENT

617.3.1 REQUEST AND APPROVAL

Employees must submit a written [or electronic](#) request to engage in outside employment to their immediate supervisors. The request will then be forwarded to the City Manager or the authorized designee for consideration.

If approved, the employee will be provided with a written [or electronic](#) notification of approval. [Approval of the employee's outside employment may or may not be subject to conditions or require an employment agreement.](#) ~~Unless otherwise indicated in writing, approval for outside employment will be valid through the end of the calendar year in which the request is approved. Employees seeking to continue outside employment must submit a new request at the start of each calendar year.~~

[It is necessary that an employee give priority to employment with Kanab City.](#)

[An employee may not use sick leave for the purpose of engaging in outside employment.](#)

617.3.2 DENIAL

Any employee whose request for outside employment has been denied should be provided with a written [or electronic](#) notification of the reason at the time of the denial.

Outside Employment

617.3.3 REVOCATION

Any employee whose approval for outside employment is revoked or suspended should be provided with a written [or electronic](#) notification of the reason for revocation or suspension.

Approval for outside employment may be revoked or suspended:

- (a) When a supervisor determines the employee's performance is failing to meet standards and the outside employment may be related to the deficient performance.
 - 1. Approval for the outside employment may be re-established when the employee's performance has reached a satisfactory level and with a supervisor's authorization.
- (b) When an employee's conduct or outside employment conflicts with city policy or any law.
- (c) When the outside employment creates an actual or apparent conflict of interest with the City.
- (d) [When the employee is found to be in violation of a condition of employment agreement upon which the approval for outside employment was granted.](#)

617.3.4 APPEAL

If an employee's request for outside employment is denied or if previous approval is revoked or suspended, the employee may file a written notice of appeal with the City Manager or the authorized designee within 10 days of receiving notice of the denial, revocation, or suspension. [The appeal shall be submitted to the City's Appeal Hearing Officer shall follow the procedure outlined in Kanab City Land Use Ordinance, Chapter 3, as updated and amended.](#)

A revocation or suspension will only be implemented after the employee has completed the appeal process.

If the employee's appeal is denied, the employee may file a grievance as provided in the Grievances Policy.

617.4 REQUIREMENTS

617.4.1 PROHIBITED OUTSIDE EMPLOYMENT

The City reserves the right to deny any request for outside employment that involves:

- (a) The use of city time, facilities, equipment, or supplies.
- (b) The use of any city badge, uniform, or influence for private gain or advantage.
- (c) The employee's receipt or acceptance of any money or other consideration for the performance of duties or services required or expected of the employee in the normal course of employment or appointment.
- (d) The performance of duties or services that may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other employee of the City.
- (e) Demands upon the employee's time that would render the employee's work performance for the City deficient or substandard.

Outside Employment

- (f) Activities that may conflict with any other policy or rule of the City.

617.4.2 LOCAL GOVERNMENT RESOURCES

Except as permitted elsewhere (e.g., the "Authorized Persona Use of Public Property" policy), employees are prohibited from using any city equipment or resources in the course of, or for the benefit of, any outside employment. This shall include the prohibition against employees using their position with the City to gain access to official records or databases.

617.4.3 CHANGES IN OUTSIDE EMPLOYMENT STATUS

Employees who terminate their outside employment shall promptly submit written or electronic notification of such termination to their immediate supervisor. Any subsequent request for renewal or continued outside employment must thereafter be processed and approved through the procedures set forth in this policy.

Employees shall also promptly notify ~~submit in writing to~~ their immediate supervisor any material changes in outside employment, including any change in the number of hours, type of work, or the demands of any approved outside employment. Employees who are uncertain whether a change in outside employment is material are advised to report the change.

617.4.4 LEAVE OR RESTRICTED DUTY STATUS

Employees who are placed on leave or other restricted duty status shall inform their immediate supervisors in writing or electronically within five days as to whether they intend to continue their outside employment while on such leave or restricted status. The immediate supervisor shall review the duties of the outside employment, along with any related orders (e.g., administrative, medical), and make a recommendation to the City Manager or the authorized designee regarding whether such employment should continue.

In the event that the City Manager or the authorized designee determines that the outside employment should be discontinued, or if the employee fails to promptly notify an immediate supervisor of the employee's intention regarding outside employment, a notice revoking approval of the outside employment will be forwarded to the employee and a copy attached to the original outside employment request.

Criteria for revoking approval due to leave or restricted duty status include but are not limited to:

- (a) The outside employment is medically detrimental to the total recovery of the employee.
- (b) The outside employment requires performance of the same or similar physical ability as would be required in the employee's city job.
- (c) The employee fails to give timely notice of intent regarding outside employment to an immediate supervisor.

When the employee returns to full duty with the City, a written or electronic request may be submitted to the City Manager or the authorized designee to approve the outside employment request.

Personal Appearance Standards

618.1 PURPOSE AND SCOPE

This policy provides guidelines for the personal appearance of city employees.

Dress code requirements for uniformed and non-uniformed employees are addressed in the Dress Code Policy.

618.2 POLICY

City employees shall maintain their personal hygiene and appearance to project a professional image that is appropriate for public service and for the department in which they work. Personal appearance standards are primarily based on safety requirements, appearance conformity, and the social norms of the community served, while considering matters important to city employees.

618.3 GROOMING

The following appearance standards shall apply to all employees unless the employee's supervisor has granted an exception.

618.3.1 PERSONAL HYGIENE

All employees must maintain proper personal hygiene. Examples of improper personal hygiene include but are not limited to dirty fingernails, bad breath, body odor, and dirty or unkempt hair.

Employees should adhere to the following general guidelines in their personal appearance when presenting to work. Employees may be subject to additional personal hygiene standards set forth in supplemental policies established by each department.

- (a) Hair shall be neatly trimmed or arranged.
- (b) Facial hair (e.g., beards, sideburns, mustaches, eyebrows) must be clean and well-groomed. Facial hair for certain employees may be prohibited if it creates a safety hazard (i.e., facial hair for employees who regularly wear certain types of respirators).
- (c) Fingernails should be clean and neatly trimmed to a length that does not present a safety concern.

618.4 APPEARANCE

618.4.1 JEWELRY

For the purpose of this policy, jewelry refers to rings, earrings, necklaces, bracelets, wristwatches, and tie tacks or tie bars. Jewelry shall present a professional image and may not create a safety concern for the employee or others. Jewelry that depicts racial, sexual, discriminatory, gang-related, or obscene language is not allowed.

618.4.2 TATTOOS

At no time while an employee is representing the City in any official capacity shall any offensive tattoo or body art be visible. Examples of offensive tattoos include but are not limited to those

Personal Appearance Standards

that exhibit or advocate discrimination; those that exhibit gang, supremacist, or extremist group affiliation; and those that depict or promote drug use, sexually explicit acts, or other obscene material.

618.4.3 BODY PIERCING OR ALTERATION

Body piercing (other than earlobes) or alteration to any area of the body that is visible while representing the City in any official capacity, that is a deviation from normal anatomical features, and that is not medically required, is prohibited. Such body alteration includes but is not limited to:

- (a) Tongue splitting or piercing.
- (b) The complete or transdermal implantation of any material other than hair replacement (i.e., foreign objects inserted under the skin to create a design or pattern).
- (c) Abnormal shaping of the ears, eyes, nose, or teeth (i.e., enlarged or stretched out holes in the earlobes).
- (d) Branding, scarification, or burning to create a design or pattern.

618.4.4 DENTAL ORNAMENTATION

Dental ornamentation that is for decorative purposes and that is not medically required is prohibited while representing the City in any official capacity. Such ornamentation includes but is not limited to:

- (a) Objects that are bonded to front teeth.
- (b) Gold, platinum, or other veneers or caps used for decorative purposes.

618.4.5 GLASSES AND CONTACT LENSES

Eyeglasses and sunglasses shall present a professional image. Contact lenses with designs that change the normal appearance of the eye and that are not medically required are prohibited during work hours and while representing the City in any official capacity.

618.4.6 COSMETICS AND FRAGRANCES

Cosmetics shall present a professional image. Use of cologne, perfume, aftershave lotion, and other items used for body fragrance shall be kept to a minimum.

618.5 EXEMPTIONS

City employees may request exemptions from portions of this policy when application would affect a disability, a religious practice or belief, or other protected characteristics. Requests for exemptions should be addressed to the City Manager or the authorized designee. The City Manager should be advised any time a request for accommodation is denied.

Dress Code

619.1 PURPOSE AND SCOPE

This policy provides dress code guidelines for city employees.

Other related topics are addressed in the Local Government-Owned and Personal Property and Personal Appearance Standards policies.

619.2 POLICY

It is the policy of the City that uniformed employees are readily identifiable to the public through the proper use and wearing of city uniforms and that the appearance of all employees is suitable and appropriate for their position.

619.3 WORK ATTIRE FOR NON-UNIFORMED EMPLOYEES

Non-uniformed employees shall dress in a manner appropriate for their position and any department-specific standards. The following guidelines apply to all non-uniformed employees:

- (a) Clothing shall fit properly, be clean and free of stains, and not be damaged or excessively worn.
- (b) Employees assigned primarily to an office environment, including management, administrative, and support positions, shall wear business-appropriate attire.
- (c) Variations from this policy are allowed at the discretion of the employee's immediate supervisor or the head of the department based upon the employee's assigned job duties.
- (d) No item of civilian attire that would adversely affect the reputation of the City or employee morale may be worn during work hours.
- (e) The following items shall not be worn during work hours or when representing the City in any official capacity:
 - 1. Clothing that reveals cleavage, the back, chest, stomach, or buttocks
 - 2. T-shirt alone or exposed undergarments
 - 3. Swimsuits, tank tops, tube tops, or halter tops
 - 4. Sweatshirts, sweatpants, or similar exercise clothing
 - 5. Spandex-type pants or transparent clothing
 - 6. ~~Denim pants of any color~~ Clothing with holes or tears
 - 7. Short shorts
 - 8. Clothing, buttons, or pins displaying racial, sexual, discriminatory, gang-related, or obscene language

Dress Code

619.4 UNIFORMS

The City will provide uniforms for all employees who are required to wear them in the manner, quantity, and frequency agreed upon in the respective employee group's employment agreement, if applicable. The City may provide other employees with uniforms at the direction of the City Manager.

The City Manager or the authorized designee shall maintain and update uniform and equipment specifications, which should be consulted by employees as needed. Uniforms shall be worn as described therein and as specified in this policy and any supplemental department policies.

The following shall apply to those employees assigned to wear city-issued uniforms:

- (a) Uniforms and equipment shall be maintained in a serviceable condition and shall be ready at all times for immediate use. Uniforms shall be neat, clean, and appear professionally pressed, as necessary for the position.
- (b) Uniforms shall be worn in compliance with any applicable city specifications.
- (c) Uniforms are only to be worn during work hours, at official city functions or events, while in transit to or from work, or when authorized by the City Manager or the authorized designee.
- (d) Employees are not to purchase or drink alcoholic beverages while wearing any part of city-issued uniforms.
- (e) Supervisors shall monitor employee compliance with this policy through periodic inspections of employees within their department who wear a city-issued uniform.

All uniforms and equipment issued to city employees shall be returned to the City upon termination or resignation, [unless otherwise authorized](#).

619.5 UNAUTHORIZED UNIFORMS, EQUIPMENT, AND ACCESSORIES

City employees may not wear any uniform item, accessory, or attachment unless specifically authorized by the City Manager, [supervisor](#), or the authorized designee.

Employees may not use or carry any safety item, tool, or other piece of equipment unless specifically authorized by the City Manager, [supervisor](#), or the authorized designee.

Family and Medical Leave

620.1 PURPOSE AND SCOPE

The purpose of this policy is to provide general guidance for managing unpaid leave for eligible employees for qualified medical and family reasons, including (29 USC § 2612):

- The birth, adoption, or foster care placement of a child.
- To care for an immediate family member (spouse, child, or parent) with a serious health condition.
- When an employee is unable to work because of the employee's own serious health condition.
- To care for a spouse, son, daughter, parent, or next of kin who is a service member of the United States Armed Forces and who has a serious injury or illness incurred in the line of duty.

This policy does not address all possible situations and circumstances that may arise when an employee requests leave for family or medical reasons. As these leave situations arise, supervisors should consult with the City Manager or authorized designee to obtain specific guidance regarding leave rights and obligations.

Nothing in this policy supersedes any provision of any employment agreement, civil service or other local rule, or any law that provides greater family or medical leave rights.

620.1.1 DEFINITIONS

Definitions related to this policy include:

Child - A child under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability (29 USC § 2611; 29 CFR 825.102; 29 CFR 825.122). An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, or foster child; stepchild; or a child for whom the employee is standing in loco parentis (in place of a parent).

FMLA - The federal Family and Medical Leave Act (29 USC § 2601 et seq.).

Qualified health care professional - A physician, surgeon, doctor of osteopathy, podiatrist, dentist, psychologist, optometrist, nurse practitioner, nurse midwife, clinical social worker, or physician assistant duly licensed and authorized to practice medicine; chiropractors for some purposes; any health care provider from whom the city benefits plan will accept certification of the existence of a serious health condition to substantiate a claim for benefits (29 CFR 825.125).

Spouse - The person with whom an employee has entered into a marriage defined or recognized by the location in which the marriage was entered into (29 USC § 2611(13); 29 CFR 825.102; 29 CFR 825.122).

Family and Medical Leave

620.2 POLICY

It is the policy of the City to manage unpaid leave for eligible employees for qualified medical and family reasons in compliance with federal law and any applicable employment agreement.

620.3 ELIGIBLE EMPLOYEES

Employees are eligible for FMLA after working for the City for at least one year and completing 1,250 hours over the 12 months prior to the commencement of the leave (29 USC § 2611; 29 CFR 825.110). Employees may not be eligible for leave if there are fewer than 50 other employees within 75 miles of the employee's work site.

620.4 TYPE AND DURATION OF LEAVE

Generally, eligible employees are entitled under FMLA to 12 workweeks of unpaid leave during a 12-month period (29 USC § 2612; 29 CFR 825.100). Up to 26 weeks of unpaid leave during a single 12-month period may be available to care for certain injured military service members. The 12-month period is measured backward from the date leave is taken and continuously with each additional leave day taken.

620.4.1 SERIOUS HEALTH CONDITIONS

Eligible employees may take up to 12 weeks of leave to care for a spouse, child, or parent with a serious health condition or when the employee is unable to work because of the employee's own serious health condition (29 USC § 2612(a)(1); 29 CFR 825.200).

If both spouses are employed by the City, the combined number of workweeks to care for a sick parent is limited to 12 workweeks during any 12-month period (29 USC § 2612(f); 29 CFR 825.201).

Generally, a serious health condition is an illness, injury, impairment, or physical or mental condition that involves (29 USC § 2611; 29 CFR 825.113):

- An overnight stay in a hospital, hospice, or residential medical care facility (29 CFR 825.114).
- Continuing treatment by a qualified health care professional due to a serious health condition of more than three full consecutive calendar days (29 CFR 825.115(a)).
- Any period of incapacity due to pregnancy complications or prenatal care (29 CFR 825.115(b)).
- A chronic condition that requires treatment (29 CFR 825.115(c)).
- A permanent condition for which treatment may not be effective (such as Alzheimer's or the terminal stages of a disease) (29 CFR 825.115(d)).
- Any period of absence to receive multiple treatments, including any recovery period, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days without medical intervention or treatment (such as cancer chemotherapy or physical therapy for arthritis) (29 CFR 825.115(e)).

Family and Medical Leave

620.4.2 BIRTH OR PLACEMENT OF A CHILD

Eligible employees may take up to 12 weeks of leave for the birth, adoption, or foster care placement of a child of the employee (29 USC § 2612; 29 CFR 825.200). The leave must be concluded within one year of the birth or placement of the child (29 CFR 825.120; 29 CFR 825.121).

If both parents are employed by the City, the combined number of workweeks of leave is limited to 12 workweeks during any 12-month period (29 USC § 2612(f); 29 CFR 825.120; 29 CFR 825.121).

620.4.3 MILITARY EXIGENCY LEAVE

Eligible employees may take service member leave of up to 12 weeks for qualifying exigencies occurring because a spouse, child, or parent is on covered active duty or has been notified of an impending order to active duty (29 USC § 2612(a)(1)(E); 29 CFR 825.200). This type of leave is available to a family member of a person in the National Guard, Reserves, or members of the regular Armed Forces deployed to a foreign country. Qualifying exigencies include (29 CFR 825.126):

- Addressing issues that arise from a short notice (seven or less days) deployment.
- Attending military events related to the active duty or call to duty.
- Attending family support or assistance programs.
- Making child care or educational arrangements or attending school activities arising from active duty or a call to active duty.
- Making financial and legal arrangements.
- Spending time with a military member who is on short-term rest-and-recuperation leave during a period of deployment.
- Attending post-deployment activities.
- Addressing issues that arise from the death of a military member, such as making funeral arrangements.
- Caring for a military member's parent who is incapable of self-care, such as providing care on an immediate-need basis or arranging for alternative care.

620.4.4 MILITARY CAREGIVER LEAVE

Eligible employees may take up to 26 weeks of leave in a single 12-month period to care for a spouse, son, daughter, parent, or next of kin who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces, provided that such injury or illness may render the family member medically unfit to perform work (29 USC § 2612; 29 CFR 825.200).

Military caregiver leave is also available to family members of covered veterans who were members of the Armed Forces, including the National Guard or Reserves, at any point in the five years preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy (29 USC § 2612; 29 CFR 825.127).

Family and Medical Leave

During the single 12-month period, employees are entitled to no more than a combined total of 26 weeks of FMLA leave. In any case in which both spouses are employed by the City, the combined number of workweeks of leave is limited to 26 workweeks during any 12-month period (29 USC § 2612(f); 29 CFR 825.127).

Service member FMLA leave runs concurrent with other leave entitlements provided under federal, state, and local law. Where FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

620.4.5 INTERMITTENT LEAVE

An employee may take leave for the employee's own serious health condition, for the serious health condition of the employee's spouse, child, or parent, or to care for a covered service member with a serious injury or illness, intermittently or on a reduced schedule if medically necessary, and if that medical need can best be accommodated by an intermittent schedule as defined in federal law (29 USC § 2612(b); 29 CFR 825.202; 29 CFR 825.124).

Leave due to a military exigency may be taken on an intermittent or reduced leave schedule (29 CFR 825.202).

Intermittent leave for the birth, adoption, or foster care placement of a child is only available if granted at the discretion of the City Manager, unless the employee has a serious health condition in connection with the birth or if the newborn child has a serious health condition (29 CFR 825.120; 29 CFR 825.121).

Intermittent leave for any employee shall be tracked and calculated.

620.4.6 PREGNANCY DISABILITY LEAVE

Pregnant employees who are disabled by pregnancy may be entitled to a disability leave in addition to any FMLA leave. The duration of leave is dependent on the circumstances. The City Manager shall defer to a pregnant employee's qualified health care professional in assessing the employee's ability to work.

620.5 EMPLOYMENT BENEFITS WHILE ON LEAVE

While on leave, employees will continue to be covered by any group health insurance to the same extent that coverage is provided while the employee is on the job (29 USC § 2614(c); 29 CFR 825.209). However, employees will not continue to be covered under non-health benefit plans.

Employees are responsible for any health plan employee contributions while on leave (29 CFR 825.210). Employee contribution rates are subject to any change in rates that occurs while the employee is on leave. If an employee fails to return to work after the leave entitlement has been exhausted or expires, the City may recover its share of health plan premiums for the entire leave period unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member that would entitle the employee to leave, or because of circumstances beyond the employee's control (29 CFR

Family and Medical Leave

825.213). The City may recover premiums through deduction from any sums (e.g., unpaid wages, vacation pay).

Employees may not earn additional time off while on unpaid leave.

620.6 SUBSTITUTION OF PAID ACCRUED LEAVES

Subject to applicable employment agreements and civil service rules, employees are required to exhaust all applicable paid accrued leave before taking unpaid leave. Paid accrued leave includes vacation leave, sick leave, personal leave, and compensatory time earned in lieu of overtime, pursuant to the Fair Labor Standards Act, during FMLA leave. Employees may not use paid accrued leave to extend FMLA leave beyond 12 workweeks per year.

620.7 USE OF FMLA LEAVE

If an employee takes a leave of absence for any reason that is FMLA qualifying, the City may designate that non-FMLA leave as running concurrently with the employee's 12-week FMLA leave entitlement.

620.8 PROCEDURES

The following procedures will apply for all employees requesting leave under FMLA:

- (a) When a leave is requested for a medical or other FMLA-related treatment appointment, the employee must make a reasonable effort to schedule the appointment at a time that minimizes disruption to city operations (29 USC § 2612; 29 CFR 825.302).
- (b) An employee who wishes to take FMLA leave must provide the employee's supervisor with 30 days' advanced notice when the leave is foreseeable or as soon as practicable if the need for leave is not foreseeable (29 USC § 2612; 29 CFR 825.302; 29 CFR 825.303).
- (c) At the time of the request, the employee must complete an FMLA request form.

Requests for medical leave shall be accompanied by a qualified health care professional statement, including the date on which the serious health condition began and the estimated date of return to work (29 USC § 2613; 29 CFR 825.302).

Once the leave is requested or designated by the City, the supervisor should forward the request and any medical certifications to the City Manager or the authorized designee and ensure the employee is provided the necessary forms and FMLA information and required notices within five business days (29 CFR 825.300).

Employees are required to provide medical certification of a qualified health care professional or military documentation, if requested (29 CFR 825.305; 29 CFR 825.308; 29 CFR 825.309; 29 CFR 825.310).

Employees shall be required to periodically report on their status and intent to return to work (29 USC § 2614; 29 CFR 825.311). This may assist in avoiding a delay in reinstatement when the employee is ready to return to work.

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Employees returning from a medical leave for the employee's own serious health condition will be required to present medical verification from a qualified health care professional of the employee's ability to return to work and a list of any restrictions that need to be accommodated (29 USC § 2614; 29 CFR 825.100; 29 CFR 825.312).

620.9 REINSTATEMENT FOLLOWING LEAVE

Generally, employees returning from FMLA leave within the qualified period will be restored to their original job or to an equivalent job with equivalent pay and benefits (but not seniority), unless the employee would not otherwise have been employed at the time reinstatement is requested (e.g., in the case of a layoff) (29 USC § 2614; 29 CFR 825.214; 29 CFR 825.216).

If the same position is no longer available, such as in a layoff, the employee will be entitled to a position that is comparable in pay, job content, and promotional opportunities and geographic location, if such a comparable position exists.

If upon return from leave an employee is unable to perform the essential functions of the job because of a physical or mental disability, the supervisor should work with the City Manager or the authorized designee to engage in an interactive process with the employee to identify a potential reasonable accommodation.

After exhausting paid FMLA leave, non-paid leave will continue until the conclusion of the protected 12- or 26-week time limit. Following the protected leave, the City Manager or the authorized designee in consultation with the legal counsel will determine whether non-FMLA leave should apply.

620.10 RESPONSIBILITY

The responsibilities of the City Manager or the authorized designee include but are not limited to (29 CFR 825.108; 29 CFR 825.110; 29 CFR 825.112; 29 CFR 825.300; 29 CFR 825.301):

- (a) Attempting to determine whether an employee absence of four or more days may qualify as FMLA leave.
- (b) Determining if an employee is eligible for FMLA leave.
- (c) Determining if leave is for an FMLA-qualifying reason.
- (d) Granting or denying a request for FMLA leave and providing designation notice to the employee within five business days of designation.
- (e) Providing eligibility notice to the employee within five business days of the request for FMLA leave or when acquiring knowledge that an employee's leave may be for FMLA.
 1. If the employee is not eligible for FMLA leave, the notice must state at least one reason why the employee is not eligible.
- (f) Providing a written rights and responsibilities notice each time the eligibility notice is provided to an employee.

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The City Manager or the authorized designee should work with legal counsel regarding questions relating to leave or reinstatement from leave under this policy.

620.10.1 STATE FAMILY AND MEDICAL LEAVE CONSIDERATIONS

The City will comply with the requirements of any applicable state-specific laws providing for family and medical leave. The City Manager or the authorized designee is also responsible for establishing a process for implementing applicable family and medical leave requirements, including consideration of whether an employee is eligible for paid family or medical leave under state law, if applicable.

620.11 RECORDS

The City will maintain leave-related records as required by 29 CFR 825.500 for at least three years and in compliance with the city's established records retention schedule.

Records and documents related to doctor certifications and other medical information created for purposes of complying with FMLA and this policy shall be maintained as confidential medical records in separate files from employee personnel files.

620.12 NOTICE TO EMPLOYEES

The City Manager or the authorized designee should ensure that a notice explaining the FMLA's provisions and procedures is prominently posted in conspicuous places in the City where it can be readily seen by all employees and applicants for employment. Electronic posting is sufficient as long as the other posting requirements have been met as provided by 29 CFR 825.300 (29 CFR 825.300).

Sick Leave

621.1 PURPOSE AND SCOPE

This policy provides general guidance regarding the use and processing of sick leave. Additional terms for the use of sick leave for eligible employees may be covered in another applicable city policy or employment agreement.

This policy is not intended to cover all types of sick leave. For example, employees may be entitled to additional paid or unpaid leave for certain family and medical reasons as addressed in the Family and Medical Leave Policy.

621.2 POLICY

It is the policy of the city to provide eligible employees with a sick leave benefit.

621.3 USE OF SICK LEAVE

Sick leave is intended to be used for qualified absences. Sick leave is not considered vacation. Abuse of sick leave may result in discipline, denial of sick leave benefits, or both.

Employees on sick leave shall not engage in other employment or self-employment or participate in any sport, hobby, recreational activity, or other activity that may impede recovery from the injury or illness (see the Outside Employment Policy).

Qualified appointments, [related to illness, health care, or dental care](#), should be scheduled during an employee's non-working hours when it is reasonable to do so.

[Sick leave is to be used for illness or qualified appointments only for employees or employees' dependents.](#)

[For good cause, and after all other forms of leave have been used, the City Manager may allow an employee to go into the negative for sick leave hours. An employee shall be limited to going into the negative by eighty \(80\) hours.](#)

621.3.1 NOTIFICATION

All employees should notify the appropriate supervisor as soon as they ~~become~~ **are** aware that they will not be able to report to work, and no less than one hour before the start of their scheduled shifts. If, due to an emergency, an employee is unable to contact the supervisor, every effort should be made to have a representative for the employee contact the supervisor.

When the necessity to be absent from work is foreseeable, such as planned medical appointments or treatments, the employee shall, whenever possible and practicable, provide the City with no less than 10 days' notice of impending absence.

Upon return to work, employees are responsible for ensuring their time off was appropriately accounted for, and for completing and submitting the required documentation [time entry](#) describing the type of time off used and the specific amount of time taken.

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621.4 EXTENDED ABSENCE

Employees absent from work for more than ~~five~~ **three** consecutive days may be required to furnish a statement from a health care provider or verification supporting the need to be absent and/or the ability to return to work. Employees on an extended absence shall, if possible, contact their supervisor at specified intervals to provide an update on their absence and expected date of return.

Nothing in this section precludes a supervisor from requiring, with cause, a health care provider's statement for an absence of ~~five~~ **three** or fewer days. Cause for requiring a health care provider's statement may include, but is not limited to, circumstances in which there is excessive or repetitive use of sick leave by an employee within a short period of time.

621.5 SUPERVISOR RESPONSIBILITIES

The responsibilities of supervisors include but are not limited to:

- (a) Monitoring and regularly reviewing the attendance of employees to ensure that the use of sick leave and absences is consistent with this policy.
- (b) Attempting to determine whether an absence of four or more days may qualify as family medical leave and consulting with legal counsel or the City Manager as appropriate.
- (c) Addressing absences and sick leave use in the employee's performance evaluation when excessive or unusual use has:
 1. Negatively affected the employee's performance or ability to complete assigned tasks.
 2. Negatively affected city operations.
- (d) When appropriate, counseling employees regarding excessive absences and/or inappropriate use of sick leave.
- (e) Referring eligible employees to an available employee assistance program when appropriate.

621.6 ACCRUAL AND ACCUMULATION

Regular full-time employee shall accrue sick leave at a rate of one (1) working day for each month worked, or twelve (12) working days a year. Accrual of sick leave shall be limited to a total of 1,040 hours. Sick leave shall start to accrue at the beginning of a semi-monthly pay period and shall not be credited for less than a semi-monthly pay period. Sick leave shall not accrue during any period when an employee is in a leave-without-pay status; however, employees on leave with pay shall continue to accrue sick leave. An eligible employee may begin to utilize accrued sick leave after having completed at least one full month of satisfactory employment.

Any sick leave in excess of 1,040 hours will be forfeited by the employee on the individual employee's work anniversary date each year.

For employees who work for the city for less than four (4) years, accrued and unused sick leave is not compensated or transferable. For employees who work for the city for four (4) or more

Sick Leave

years, upon retirement or termination of city employment, twenty-five percent (25%) of accrued sick leave hours is compensable/paid out, with the remaining accrued and unused sick leave not being compensated or transferable.

For employees hired before January 1, 2026, the City's prior "Accrued Sick Leave Reimbursement Policy" shall apply on limited grounds, specifically as it relates to the number of sick leave hours that can be accumulated and as to the disposition of those hours upon either pre-retirement termination of employment or retirement, as defined therein, in lieu of those same provisions in this current section (621.6 Accrual and Accumulation) of this policy. [See Section V(C)(4) of the Kanab City Employment Policies and Procedures, adopted February 11, 2020.] Notwithstanding the foregoing, employees hired before January 1, 2026, may file a written election with the City's Human Resource Director within ninety (90) days of the adoption of this policy, electing to be subject to this current policy in its entirety.

Sick leave hours are not transferable.

DRAFT

Travel Reimbursement Policy

622.1 PURPOSE AND SCOPE

The purpose of this policy is to set guidelines for submission and reimbursement of city travel-related expenses. This policy applies to all employees and elected officials who incur travel expenses on behalf of the City.

622.1.1 DEFINITIONS

Definitions related to this policy include:

Travel expenses - Eligible expenses for travel, lodging, meals, and registration fees associated with participation in approved training programs, conventions, seminars, memorials, and other events that relate to an employee's or elected official's responsibilities, training, and/or education, or that serve a direct city purpose.

622.2 POLICY

It is the policy of the City to reimburse employees and elected officials for reasonable and necessary work-related travel expenses.

622.3 COORDINATOR

The City Manager should designate an employee to develop and maintain procedures related to this policy. Procedures should include:

- (a) Detailed processes for submitting pre-approvals and travel reimbursement requests.
- (b) Reviewing and maintaining necessary forms and documentation.
- (c) Periodic audits to review compliance with this policy.

622.4 EXPENSE GUIDELINES

622.4.1 TRANSPORTATION

All travel should be by the most cost-effective means possible, considering distance, location, and type. The following forms of travel should be considered:

- (a) City vehicle
 - 1. When using a city vehicle, the fuel, tolls, and reasonable parking expenses (e.g., valet should not be used unless there is no other option) will be reimbursed.
- (b) Private vehicle
 - 1. When using a private vehicle, reimbursement will be at the current IRS mileage rate.
- (c) Rental vehicle, train, and air
 - 1. Employees or elected officials should obtain approval from the City Manager or the authorized designee before booking a rental vehicle, train fare, or airfare.

Travel Reimbursement Policy

2. Full reimbursement may not be approved if the employee or elected official does not obtain advance approval and/or does not purchase the most economical fare.

622.4.2 ACCOMMODATIONS

If travel requires the employee or elected official to stay overnight, the employee or elected official should arrange lodging and request approval from the City Manager or the authorized designee before departure.

Lodging should be at or near the event at standard rates. Employees or elected officials should make all reasonable efforts to get the best rates possible, including researching whether government rates are available and whether tax-exempt certificates are accepted or assignments of rights to refund are provided. Employees or elected officials are expected to take reasonable steps to provide or obtain the forms for tax exemption, when applicable, and submit the forms to the City in a timely manner.

622.4.3 MEALS

Employees or elected officials traveling on city business may choose meal cost reimbursement according to the terms and conditions as established by the City. [Per diem rates shall follow those specified by the IRS. Employees shall utilize a City credit card to pay for meals, in lieu of seeking meal per diems, when possible and authorized by the City Manager or authorized designee.](#)

622.4.4 PROHIBITED EXPENSES

Expenses not eligible for reimbursement include but are not limited to:

- (a) Expenses for any non-employee or non-elected official.
- (b) Non-business-related telephone calls.
- (c) Entertainment expenses unless pre-approved by the City Manager or the authorized designee.
- (d) Alcoholic beverages.
- (e) Outside meals if the conference/event lodging reservation includes a meal package.
- (f) Any travel-related expense that is covered by another source.

622.5 APPROVALS

All travel should be pre-approved by the City Manager or the authorized designee. Once travel has been completed, the employee or elected official should submit requests for travel expense reimbursement:

- (a) To the City Manager or the authorized designee for review and approval as soon as practicable, but no later than 14 days after completion of travel.
- (b) On a city form. The form should contain a statement that the expenses were incurred by the traveler as necessary for the performance of official duties and shall be verified by a written declaration that all information is true and correct.

Travel Reimbursement Policy

- (c) With an attached receipt or other documentation of the expense.

Upon receipt of a request for reimbursement, the City Manager or the authorized designee should review and process the request as appropriate. If additional information is needed to process the request, the employee should be given an opportunity to provide the information. If a request for reimbursement is denied, the reason for the denial should be provided in writing, and the employee should have an opportunity to respond.

If an employee fails to follow the required processes and obtain appropriate approvals, reimbursement of travel expenses may be denied.

DRAFT

Petty Cash Management

623.1 PURPOSE AND SCOPE

This policy provides for the establishment and administration of a city petty cash fund.

623.2 POLICY

The City will establish, administer, and maintain a petty cash fund according to this policy.

623.2.1 DEFINITIONS

Definitions related to this policy include:

Custodian - The individual designated by the City Manager, or the authorized designee, as having custody of and responsibility for maintaining the petty cash fund.

Petty cash fund - A reserve of money established to make small purchases when payment by purchase order or voucher is not practical.

623.3 RESPONSIBILITIES

623.3.1 CITY MANAGER RESPONSIBILITIES

The City Manager, or the authorized designee, is responsible for establishing and maintaining procedures for the operation of a petty cash fund consistent with state and local law. The procedures should include but are not limited to:

- (a) Designation of a petty cash custodian.
- (b) Initial and replenishment fund amounts. The petty cash fund should not exceed the amount established by the City.
- (c) Maximum dollar amount for purchases.
- (d) A sample petty cash voucher for use by employees to request cash from the custodian. The petty cash vouchers should be sequentially numbered and include space for the following information:
 - 1. The date of the disbursement
 - 2. The amount disbursed or reimbursed
 - 3. The budget expense account
 - 4. The vendor name
 - 5. The signature of the employee receiving petty cash
- (e) A petty cash ledger for use by the custodian. The ledger may be maintained electronically or by hand and should require the following information for all transactions:
 - 1. The name of the employee receiving cash
 - 2. The amount disbursed to the employee

Petty Cash Management

3. The reason for the disbursement
 4. The amount of any cash returned
 5. The amount of any cash received to replenish the account
 6. A copy of any purchase receipt
- (f) A requirement that the custodian provide a full accounting and reconciliation of all fund transactions to the City Manager, which the City Manager should then review and approve according to the petty cash procedures before authorizing replenishment of the petty cash fund.
 - (g) A requirement that the petty cash fund be audited by the City Manager's authorized designee at least quarterly and that the results of the audit are provided to the City Manager.
 - (h) Creation of disciplinary guidelines for situations where the custodian has violated this policy or applicable procedures, or where an employee is found to have provided false information for the purpose of obtaining petty cash funds, including referral to law enforcement when the facts indicate that a crime may have occurred.
 - (i) Designation of a physical location for the petty cash fund. The fund should be secured in the following manner:
 1. A lockbox with a key or combination lock.
 2. The lockbox should then be stored in a safe, securable drawer, cabinet, or locker.
 3. The safe, securable drawer, cabinet, or locker should be in a securable room or office with restricted access.

623.3.2 PETTY CASH CUSTODIAN RESPONSIBILITIES

The custodian's responsibilities should include but are not limited to:

- (a) Maintaining the fund according to this policy, petty cash procedures, and state and local laws.
- (b) Remaining familiar with applicable state and local laws relating to petty cash funds and proposing related updates to procedures as necessary.
- (c) Requesting replenishment funds from the City Manager, or the authorized designee, when the funds in the account fall below the established replenishment amount or requesting funds needed to bring the fund back to the maximum allowable amount.
- (d) Receiving funds for replenishment only from funds approved and allocated from the city accounts or from returned, unused funds properly issued to employees.
- (e) Maintaining the petty cash ledger according to this policy and the petty cash procedures.
- (f) When someone other than the custodian will be handling the petty cash fund, accounting for all petty cash and vouchers before transferring petty cash responsibilities to the alternate custodian.

Petty Cash Management

623.4 PETTY CASH VOUCHERS

The City Manager should maintain an appropriate stock of petty cash vouchers and provide them to the custodian as requested.

DRAFT

Conflict of Interest

624.1 PURPOSE AND SCOPE

The purpose of this policy is to assist employees in recognizing and avoiding potential conflicts of interest, thereby ensuring effective and ethical operating practices on the part of the City.

624.1.1 DEFINITIONS

Definitions related to this policy include:

Business relationship - A situation when an employee serves as an employee, independent contractor, compensated consultant, owner, board member, shareholder, or investor in an outside business, company, partnership, corporation, venture, or other transaction where the employee's annual interest, compensation, investment, or obligation is greater than \$250. This includes business relationships as defined by state law.

Conflict of interest - Any actual, perceived, or potential conflict of interest in which it reasonably appears that an employee's action, inaction, or decisions are or may be influenced by an employee's personal or business relationship. This includes conflicts defined and prohibited by state law.

624.2 POLICY

Employees of the City are expected to conduct themselves with the utmost professional integrity and objectivity. Employees will guard against actual or perceived conflicts of interest to ensure the fair and equitable treatment of city employees and the public, and thereby maintain the trust of the public and city employees.

[Employees and municipal officers \(elected and appointed\) shall comply with the Municipal Officers' and Employees' Ethics Act. See Utah Code, Title 10, Chapter 3, Part 13. If a conflicting provision exists between this policy and the applicable provisions in state law, including definitions, the state law provisions shall supersede this policy.](#)

624.3 RESTRICTED DUTIES AND ASSIGNMENTS

The City prohibits the following types of personal or business relationships among employees:

- (a) Employees are prohibited from directly supervising, occupying a position in the line of supervision, or being directly supervised by any other employee who is a relative or with whom they are involved in a personal or business relationship.
 1. If circumstances require that such a supervisor/subordinate relationship exist temporarily, the supervisor should make every reasonable effort to defer matters pertaining to the involved employee to an uninvolved supervisor.
 2. When personnel and circumstances permit, the City will attempt to make every reasonable effort to avoid placing such employees in supervisor/subordinate situations. The City, however, reserves the right to transfer or reassign any employee to another position within the same classification to avoid conflicts with any provision of this policy.

Conflict of Interest

- (b) Employees are prohibited from participating in, contributing to, or recommending promotions, assignments, performance evaluations, transfers, or other personnel decisions affecting an employee who is a relative or with whom they are involved in a personal or business relationship.
- (c) Whenever possible, trainers should not be assigned to train relatives. Trainers are prohibited from entering or maintaining personal or business relationships with any employee they are assigned to train until such time as the training has been successfully completed and the employee is off probation.

624.3.1 EMPLOYEE RESPONSIBILITY

Employees shall follow all laws regarding actual or perceived conflicts of interest and should avoid situations that create the appearance of an actual or perceived conflict of interest. Employees should take reasonable steps to address a perception of a conflict of interest when such a perception is reasonably foreseeable and avoidable (e.g., deferring a decision to an uninvolved employee).

Whenever any employee is placed in circumstances that would require the employee to take enforcement action or to provide official information or services to any relative or individual with whom the employee is involved in a personal or business relationship, that employee shall promptly notify an uninvolved immediate supervisor.

In the event that no uninvolved supervisor is immediately available, the employee shall promptly notify the City Manager to have another uninvolved employee either relieve the involved employee or, minimally, remain present to witness the action.

624.3.2 SUPERVISOR RESPONSIBILITY

Upon being notified of or otherwise becoming aware of any circumstance that could result in or constitute an actual or potential violation of this policy, a supervisor should take all reasonable steps to promptly mitigate or avoid such violations whenever possible.

Supervisors should also promptly notify the City Manager of such actual or potential violations.

Fitness and Wellness

625.1 PURPOSE AND SCOPE

The purpose of the Fitness and Wellness Program is to encourage, motivate, and challenge employees to take an active interest in their physical performance capability and to promote general employee health and well-being.

625.2 POLICY

The City has established a voluntary fitness and wellness program that is available to all city employees and employees' spouses and dependents. The program may be managed or offered by a third party benefit provider.

625.3 FITNESS AND WELLNESS COORDINATOR

The City Manager or the authorized designee should appoint a fitness and wellness coordinator, unless the program is managed through a third party benefit provider. The fitness and wellness coordinator should be responsible for:

- (a) Establishing program components.
- (b) Administering the program.
- (c) Managing the delivery of education and services.
- (d) Communicating fitness and wellness opportunities to employees.
- (e) Maintaining records of program successes and participation rates. Names of participants should not be included.
- (f) Managing the program within the established budget.

625.4 TRAINING

Training documentation related to the fitness and wellness coordinator position should be maintained in the employee's training file.

Unless their job duties and description dictate otherwise, employees assume the risk of their participation in any wellness programs, including physical exercises, training, or related activities.

625.5 FITNESS FACILITIES

Before using a city facility or equipment for physical fitness or exercise, a city employee, their spouse, or dependent(s) intending to use the facility/equipment, must sign a city *Employee Exercise Facility Use Agreement and Waiver* form. All users of a city facility or equipment are required to abide by the rules, procedures, and guidelines for using the same.

Personal Firearms

626.1 PURPOSE AND SCOPE

The purpose of this policy is to promote the safety of all employees by providing guidance on the possession of firearms in the workplace.

This policy does not apply to duty firearms authorized by the City for use by employees while performing official duties.

626.2 POLICY

The City will make reasonable efforts to reduce risk to employees and the public by placing limitations on firearms being brought onto city property, or carried by employees during work hours or while representing the City in any capacity.

626.3 PROHIBITIONS

Employees are not prohibited from possessing a concealed firearm while on or in city property or vehicles, during work hours, and while representing the City in any capacity except as provided in this policy and otherwise restricted by state law. Firearms shall not be left unattended nor unsecured on or in city property. While possessing a concealed firearm is not prohibited, carrying or using a firearm is not made part of an employee's job description or duties, except for those serving as a certified member of law enforcement.

Employees who decide to possess a concealed firearm are strongly encouraged to seek proper and reasonably adequate training. Employees are advised that use or possession of a concealed firearm may subject the employee to individual personal liability.

626.4 FIREARMS IN VEHICLES

~~Employees are prohibited from keeping a firearm in the employee's personal vehicle parked on property except as expressly permitted by state law.~~

If state law permits an employee to keep a firearm in the employee's personal vehicle parked on city property, the firearm shall be safely secured consistent with the requirements of state law.

Personnel Investigations

627.1 PURPOSE AND SCOPE

This policy provides guidelines for the reporting, investigation, and disposition of complaints regarding the conduct of employees of the City. This policy shall not apply to any questioning, counseling, instruction, informal verbal admonishment, or other routine or unplanned contact of an employee in the normal course of employment, by a supervisor or any other employee.

627.2 POLICY

The City takes seriously all complaints regarding the service provided by the City and the conduct of its employees.

The City will accept and address all complaints of misconduct in accordance with this policy and applicable federal, state, and local law, ~~and municipal and/or county rules~~, and the requirements of any applicable employment agreements.

It is also the policy of the City to ensure that the community can report misconduct without concern for reprisal or retaliation.

627.3 PERSONNEL COMPLAINTS

Personnel complaints include any allegation of misconduct or improper job performance that, if true, would constitute a violation of city policy or federal, state, or local law or rule. Personnel complaints may be generated internally or by the public.

Inquiries about conduct or performance that, if true, would not violate city policy or federal, state, or local law, or rule may be handled informally by a supervisor and shall not be considered a personnel complaint. Such inquiries generally include clarification regarding policy, procedures, or questions regarding specific interactions with the public.

627.3.1 COMPLAINT CLASSIFICATIONS

Personnel complaints shall be classified into one of the following categories:

Informal - A matter in which the Department Head or the City Manager is satisfied that appropriate action has been taken by a supervisor of the employee.

Formal - A matter in which a supervisor determines that further action is warranted. Such complaints may be investigated by the Human Resources Department or referred to the Department Head or the City Manager, depending on the seriousness and complexity of the investigation.

Incomplete - A matter in which the complaining party either refuses to cooperate or becomes unavailable after diligent follow-up investigation. At the discretion of the assigned supervisor or the Human Resources Department, such matters may be further investigated depending on the seriousness of the complaint and the availability of sufficient information.

Personnel Investigations

627.3.2 SOURCES OF COMPLAINTS

The following applies to the source of complaints:

- (a) Individuals from the public may make complaints in any form, including in writing, by email, in person, or by telephone.
- (b) Any city employee becoming aware of alleged misconduct shall immediately notify a supervisor.
- (c) Supervisors shall initiate a complaint based upon observed misconduct or receipt from any source alleging misconduct that, if true, could result in disciplinary action.
- (d) Anonymous and third-party complaints should be accepted and investigated to the extent that sufficient information is provided.
- (e) Tort claims and lawsuits may generate a personnel complaint.

627.4 AVAILABILITY AND ACCEPTANCE OF COMPLAINTS

627.4.1 COMPLAINT FORMS

Personnel complaint forms will be provided upon request. Complaints may also be submitted in other oral, written, or electronic format. ~~maintained in a clearly visible location in the public area of at least one facility and be accessible through the website.~~

Personnel complaint forms in languages other than English may also be provided, as determined necessary or practicable.

627.4.2 ACCEPTANCE

All complaints will be courteously accepted by any city employee and promptly given to the appropriate supervisor. Although written complaints are preferred, a complaint may also be filed orally, either in person or by telephone. Such complaints will be directed to a supervisor. If a supervisor is not immediately available to take an oral complaint, the receiving employee shall obtain contact information sufficient for the supervisor to contact the complainant. The supervisor, upon contact with the complainant, shall complete and submit a complaint form as appropriate.

Although not required, complainants should be encouraged to file complaints in person so that proper identification, signatures, photographs, or physical evidence may be obtained as necessary.

627.5 DOCUMENTATION

Supervisors shall ensure that all formal and informal complaints are documented on a complaint form. The supervisor shall ensure that the nature of the complaint is defined as clearly as possible.

Each department should establish procedures to ensure that all complaints and inquiries are documented (either electronically or on a written log) to record and track complaints. The documentation shall include the nature of the complaint and the actions taken to address the complaint. ~~On an annual basis, the should audit the log and send an audit report to the or the authorized designee.~~

Personnel Investigations

627.6 ADMINISTRATIVE INVESTIGATIONS

Allegations of misconduct will be administratively investigated as follows.

627.6.1 SUPERVISOR RESPONSIBILITIES

In general, the primary responsibility for the investigation of a personnel complaint shall rest with the employee's immediate supervisor, unless the supervisor is the complainant, or the supervisor is the ultimate decision-maker regarding disciplinary action or has any personal involvement regarding the alleged misconduct. The Department Head should consult with the Human Resources Department and the City Manager, as appropriate, to determine whether a claim should be investigated by another supervisor, the Human Resources Department, or by an outside investigator.

A supervisor who becomes aware of alleged misconduct shall take reasonable steps to prevent aggravation of the situation.

The responsibilities of supervisors include but are not limited to:

- (a) Ensuring that upon receiving or initiating any formal complaint, a complaint form is completed.
 - 1. The original complaint form will be directed to the accused employee's immediate supervisor, who will take appropriate action and/or determine who will have responsibility for the investigation.
 - 2. In circumstances where the integrity of the investigation could be jeopardized by reducing the complaint to writing or where the confidentiality of a complainant is at issue, a supervisor shall orally report the matter to the Department Head or the City Manager, who will initiate appropriate action.
- (b) Responding to all complainants in a courteous and professional manner.
- (c) Resolving those personnel complaints that can be resolved immediately.
 - 1. Follow-up contact with the complainant should be made within one business day of the City receiving the complaint, [or as soon thereafter as reasonable possible](#).
 - 2. If the matter is resolved and no further action is required, the supervisor will note the resolution on the complaint form and forward the form to the Department Head.
- (d) Ensuring that upon receipt of a complaint involving allegations of a potentially serious nature, the Department Head and the City Manager are notified as soon as practicable.
- (e) Promptly contacting the Department Head and the Human Resources Department for direction regarding the supervisor's role in addressing a complaint that relates to harassment or discrimination.
- (f) Forwarding unresolved personnel complaints to the Department Head, who will determine whether to contact the complainant or assign the complaint for investigation.
- (g) Investigating a complaint as follows:

Personnel Investigations

1. Making reasonable efforts to obtain names, addresses, email addresses, and telephone numbers of witnesses.
2. When appropriate, ensuring immediate medical attention is provided.
- (h) Ensuring that the procedural rights of the accused employee are followed.
- (i) Ensuring interviews of the complainant are generally conducted during reasonable hours.

627.6.2 ADMINISTRATIVE INVESTIGATION PROCEDURES

The following procedures should be followed with regard to any accused employee subject to investigation by the city:

- (a) Interviews of an accused employee should be conducted during reasonable hours and preferably when the employee is working. If the employee is off work, they shall be compensated as appropriate.
- (b) Unless waived by the employee, interviews of an accused employee should be at the City or other reasonable and appropriate place.
- (c) The person conducting the investigation should make an effort to limit interviews of an accused employee to no more than two ~~interviewers should ask questions of an accused employee.~~
- (d) Before any interview, an employee should be informed of the nature of the investigation.
- (e) All interviews should be for a reasonable period, and the employee's personal needs should be accommodated.
- (f) No employee should be subjected to offensive or threatening language, nor shall any promises, rewards, or other inducements be used to obtain answers.
- (g) Any employee refusing to answer questions directly related to the investigation may be ordered to answer questions administratively and may be subject to discipline for failing to do so.
 1. An employee should be given an order to answer questions in an administrative investigation that might incriminate the employee in a criminal matter **only after** the employee has been given a **proper advisement**. Administrative investigators should consider the impact that compelling a statement from the employee may have on any related criminal investigation and should take reasonable steps to avoid creating any foreseeable conflicts between the two related investigations. This may include conferring with the person in charge of the criminal investigation (e.g., discussion of processes, timing, implications).
 2. No information or evidence administratively coerced from an employee may be provided to anyone involved in conducting the criminal investigation or to any prosecutor.
- (h) The interviewer ~~may~~ **should** record all interviews of employees and witnesses. The employee may also record the interview. If the employee has been previously

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interviewed, [and that interview was recorded, then](#) a copy of that recorded interview should be provided to the employee prior to any subsequent interview.

- (i) All employees subjected to interviews that could result in discipline have the right to have an uninvolved representative present during the interview. However, to maintain the integrity of each individual's statement, involved employees shall not consult or meet with a representative or attorney collectively or in groups prior to being interviewed.
- (j) All employees shall provide complete and truthful responses to questions posed during interviews.
- (k) No employee may be compelled to submit to a polygraph examination, nor shall any refusal to submit to such examination be mentioned in any investigation.

627.6.3 ADMINISTRATIVE INVESTIGATION FORMAT

Formal investigations of personnel complaints shall be thorough, complete, and essentially follow this format:

Introduction - Include the identity of the employees, the identity of the assigned investigators, the initial date, and source of the complaint.

Synopsis - Provide a brief summary of the facts giving rise to the investigation.

Summary - List the allegations separately, including applicable policy sections, with a summary of the evidence relevant to each allegation. A separate recommended finding should be provided for each allegation.

Evidence - Each allegation should be set forth with the details of the evidence applicable to each allegation provided, including comprehensive summaries of employee and witness statements.

Conclusion - A recommendation regarding further action or disposition should be provided.

Exhibits - A separate list of exhibits (e.g., recordings, photos, documents) should be attached to the report.

627.6.4 DISPOSITIONS

Each personnel complaint shall be classified with one of the following dispositions:

Unfounded - When the investigation discloses that the alleged acts did not occur or did not involve city employees. Complaints that are determined to be frivolous will fall within the classification of unfounded.

Exonerated - When the investigation discloses that the alleged act occurred but that the act was justified, lawful, and/or proper.

Not sustained - When the investigation discloses that there is insufficient evidence to sustain the complaint or fully exonerate the employee.

Sustained - When the investigation discloses sufficient evidence to establish that the act occurred and that it constituted misconduct.

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If an investigation discloses misconduct or improper job performance that was not alleged in the original complaint, the supervisor shall take appropriate action with regard to any additional allegations.

627.6.5 COMPLETION OF INVESTIGATIONS

Every supervisor or investigator assigned to investigate a personnel complaint or other alleged misconduct shall proceed with due diligence in an effort to complete the investigation within a reasonable period from the date of discovery by an individual authorized to initiate an investigation.

627.6.6 NOTICE TO COMPLAINANT OF INVESTIGATION STATUS

The employee conducting the investigation should provide the complainant with periodic updates on the status of the investigation, as appropriate. If an outside investigator has been retained to conduct the investigation, a representative from the Human Resources Department should facilitate the updates.

627.7 ADMINISTRATIVE SEARCHES

Assigned lockers, storage spaces, and other areas, including desks, offices, and vehicles, may be searched as part of an administrative investigation upon a reasonable suspicion of misconduct.

Such areas may also be searched any time by a supervisor for non-investigative purposes, such as obtaining a needed report, radio, or other document or equipment.

627.8 ADMINISTRATIVE LEAVE

When a complaint of misconduct is of a serious nature, or when circumstances indicate that allowing the accused to continue to work would adversely affect the mission of the City, the City Manager, the Department Head, or the authorized designee may temporarily assign an accused employee to administrative leave after consultation with the Human Resources Department. Any employee placed on administrative leave:

- (a) May be required to relinquish any city badge, identification, and any other city equipment.
- (b) Shall be required to continue to comply with all policies and lawful orders of a supervisor.
- (c) May be temporarily reassigned to a different position, during the investigation. The employee may be required to remain available for contact at all times during work hours and will report as ordered.

627.9 CRIMINAL INVESTIGATION

Where an employee is accused of potential criminal conduct, the Department Head may refer the matter to the appropriate authority.

The City Manager shall be notified as soon as practicable when an employee is accused of criminal conduct.

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627.10 POST-ADMINISTRATIVE INVESTIGATION PROCEDURES

Upon completion of a formal investigation, the investigation report should be forwarded to the City Manager through the supervisory chain of command, as appropriate. The City Manager may accept or modify any classification or recommendation for disciplinary action.

627.10.1 DISCIPLINARY RECOMMENDATIONS

The employee conducting the investigation should forward the investigation report to the appropriate position tasked with recommending discipline (e.g., Department Head, Human Resources Department representative, mid-level supervisor), who shall review the entire investigative file, the employee's personnel file, and any other relevant materials and make recommendations regarding the disposition of any allegations and the amount of discipline, if any, to be imposed.

Before forwarding recommendations to the City Manager, the employee making the recommendation may return the entire investigation to the assigned investigator for further investigation or action.

If an outside investigator has been retained to conduct the investigation, a representative from the Human Resources Department should facilitate the receipt and forwarding of the investigation report to the appropriate position for a disciplinary recommendation.

627.10.2 RESPONSIBILITIES OF CITY MANAGER OR THE CITY MANAGER'S DESIGNEE

Upon receipt of any written recommendation for disciplinary action, the City Manager, [or the City Manager's designee](#), shall review the recommendation and all accompanying materials. The City Manager, [or the City Manager's designee](#), may modify any recommendation and/or may return the file to the investigator for further investigation or action.

Once the City Manager is satisfied that no further investigation or action is required by staff, the City Manager shall determine the amount of discipline, if any, that should be imposed. If disciplinary action is proposed, the City Manager shall provide the employee with a written notice and the following:

- (a) Access to all materials considered by the City Manager in recommending the proposed discipline.
- (b) An opportunity to respond orally or in writing to the City Manager within five business days of receiving the notice.
 - 1. Upon a showing of good cause by the employee, the City Manager may grant a reasonable extension of time for the employee to respond.
 - 2. If the employee elects to respond orally, the presentation ~~may~~ **shall** be recorded by the City. Upon request, the employee shall be provided with a copy of the recording.

Once the employee has completed their response, or if the employee has elected to waive any such response, the City Manager shall consider all information received regarding the recommended discipline. The City Manager shall render a timely written decision to the employee

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and specify the grounds and reasons for discipline and the effective date of the discipline. Once the City Manager has issued a written decision, the discipline shall become effective.

627.10.3 NOTICE OF FINAL DISPOSITION TO THE COMPLAINANT

The City Manager should ensure that the complainant is notified of the disposition (i.e., sustained, not sustained, exonerated, unfounded) of the complaint consistent with any applicable state laws.

627.11 PRE-DISCIPLINE EMPLOYEE RESPONSE

The pre-discipline process is intended to provide the accused employee with an opportunity to present a written or oral response to the City Manager, or the City Manager's designee, after having had an opportunity to review the supporting materials and prior to imposition of any recommended discipline. The employee shall consider the following:

- (a) The response is not intended to be an adversarial or formal hearing.
- (b) Although the employee may be represented by an uninvolved representative or legal counsel, the response is not designed to accommodate the presentation of testimony or witnesses.
- (c) The employee may suggest that further investigation could be conducted, or the employee may offer any additional information or mitigating factors for the City Manager to consider.
- (d) If the City Manager elects to conduct further investigation, the employee shall be provided with the results prior to the imposition of any discipline.
- (e) The employee may thereafter have the opportunity to further respond orally or in writing to the City Manager on the limited issues of information raised in any subsequent materials.

627.12 RESIGNATIONS/RETIREMENTS PRIOR TO DISCIPLINE

If an employee tenders a written resignation or notice of retirement before the imposition of discipline, it shall be noted in the file. The tender of a resignation or retirement by itself ~~may~~ **shall not** serve as grounds for the termination of any pending investigation or discipline. However, for more serious allegations of misconduct, or when circumstances otherwise warrant, the pending investigation and discipline shall not be terminated, notwithstanding the tender of resignation or retirement.

627.13 POST-DISCIPLINE APPEAL RIGHTS

Non-probationary employees have the right to appeal a suspension without pay, punitive transfer, demotion, reduction in pay or step, or termination from employment. The employee has the right to appeal using the procedures established by any applicable employment agreements, if any, and/or in compliance with city ordinance and personnel rules, through the city appeal officer.

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627.14 PROBATIONARY EMPLOYEES

At-will and probationary employees may be disciplined and/or released from employment without adherence to any of the procedures set out in this policy, and without notice or cause at any time. These individuals are not entitled to any rights under this policy. However, any of these individuals released for misconduct should be afforded an opportunity solely to clear their names through a liberty interest hearing, which shall be limited to a single appearance before the City Manager, Department Head, or the authorized designee.

In cases where an individual on probation has been absent for more than a week or when additional time to review the individual is considered to be appropriate, the probationary period may be extended at the discretion of the Department Head.

In circumstances in which an employee is within the probation period for a position to which they were promoted from another position: If, in the sole discretion of the City Manager, Department Head, or the authorized designee, the City Manager, Department Head, or the authorized designee determines that the employee's performance is unsatisfactory, the City Manager, Department Head, or the authorized designee shall notify the employee in writing of his/her failure to complete the probationary period and the employee will be reinstated, if available, to their previous position, or if unavailable, reassigned to another position for which they are qualified. However, if the cause for rejection during the promotional probationary period was sufficient grounds for termination from both positions, the employee may be terminated in accordance with the city's formal disciplinary procedures.

627.15 FRINGE BENEFITS

If the discipline issued is termination ~~dismissal~~, the employee shall be provided written notice as to the status of their fringe and retirement benefits after termination ~~dismissal~~.

627.16 RETENTION OF PERSONNEL INVESTIGATION FILES

All personnel complaints shall be maintained in accordance with the established records retention schedule and as described in the Personnel Records Policy.

Military Leave

628.1 PURPOSE AND SCOPE

This policy provides general guidance regarding leave to perform military service as a member of the Reserves or National Guard, or for active duty in the U.S. Armed Forces as provided in the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) (38 USC § 4301 et seq.).

This policy does not address every situation or circumstance that may arise when an employee is performing military service or ordered to active duty. As military leave situations arise, supervisors should consult with the Human Resources Department or legal counsel to obtain specific guidance regarding military leave rights.

628.2 POLICY

The City supports employees who may be called or who volunteer to serve in the military. The City will comply with USERRA and state and local laws relating to military leave.

628.3 MILITARY LEAVE

Generally, employees on military leave are entitled to the same rights and benefits that are provided to employees having similar seniority, status, and pay who are on furlough or leave of absence (38 USC § 4316).

628.3.1 LENGTH OF LEAVE

Employees are entitled to a military leave of absence for up to a maximum of five years. Military leave is available for both voluntary and mandatory service (38 USC § 4303; 38 USC § 4312).

There are exceptions to the five-year cumulative total, including inactive duty training (drills), annual training, involuntary recall, or retention in support of war, national emergency, certain operational missions, or training or retraining requirements (38 USC § 4312).

628.4 PROCEDURES AND RESPONSIBILITIES

Employees who require military leave shall provide as much advance written or verbal notice of the pending service as reasonably possible (38 USC § 4312).

Additionally, the employee should:

- (a) Provide copies of official orders or other official documentation, if available.
- (b) Select the benefit options desired during absence, if applicable.
- (c) Retain copies of all submitted documents.

628.5 COORDINATION WITH CONTRACTS, PRACTICES, AND OTHER RULES

Wherever USERRA has more generous protections and benefits than state or local law, any applicable employment agreement, or local policy or practice, the City will apply the more beneficial right or benefit (38 USC § 4302).

Military Leave

628.6 LEAVE ACCRUALS

Employees are not required to use accrued leave while on military leave. However, employees may choose to use accrued annual leave or earned compensatory time, at their discretion (38 USC § 4316).

Employees will not accrue sick days or paid time-off days during any period of military leave without pay. However, upon return, military leave time will be included in determining leave accruals. For example, if vacation accrual increases from two weeks to three weeks upon completion of five years of service, then a person who works for two years, serves two years on active duty, and then returns, would be entitled to three weeks of vacation one year after reemployment.

628.7 HEALTH CARE BENEFITS

Employees on military leave may elect to purchase continuing health care coverage for a period of time that is the lesser of:

- (a) The 24-month period beginning on the first day of the employee's absence for military leave.
- (b) The period beginning on the first day of the employee's absence for military leave and ending on the date that they fail to return from service or apply for reemployment.

If the duration of an employee's military service is less than 31 days, the employee may purchase continuing health care coverage under the city's health plan for no more than the regular employee share. If the military service is 31 days or more, the City will charge the employee for no more than 102% of the full premium of the health care plan (38 USC § 4317).

628.8 RETURN FROM DUTY

Employees returning from a military leave of absence must report to work as follows (38 USC § 4312; 20 CFR 1002.118):

- (a) For periods of service less than 31 days, employees must report back to work no later than the beginning of the first shift that begins on the first full day that follows the end of the employee's service period, plus a reasonable time to travel to the employee's residence, plus eight hours. If reporting within this period is impossible or unreasonable through no fault of the employee, the employee must return as soon as possible after expiration of the eight-hour period.
- (b) For periods of service of more than 30 days but less than 181 days, employees must apply for reemployment verbally or in writing no later than 14 days after completing service, or, if impossible or unreasonable to do so through no fault of the employee, no later than the next first full calendar day when it is possible to do so.
- (c) For periods of service of more than 180 days, employees must apply for reemployment verbally or in writing no later than 90 days after completion of service.

Employees who are recovering from an illness or injury incurred in or aggravated during military service must report to the City or apply for reemployment as provided in this policy at the end of

Military Leave

the period necessary to recover from such illness or injury. The recovery period may not exceed two years, except when circumstances beyond the employee's control exist.

An employee who fails to report or apply for reemployment in a timely manner will be subject to the city's rules of conduct and established policies covering absence from scheduled work.

628.9 REEMPLOYMENT RIGHTS

An employee returning from a temporary military duty leave of absence is generally entitled to reinstatement to the position and benefits they would have attained if not absent for military duty or, in some cases, a comparable job (38 USC § 4312).

628.9.1 FORMER POSITION

An employee returning from regular active military leave is entitled to reinstatement in the position that they would have attained had the employee not taken leave. If the leave exceeded 90 days, the employee is also entitled to a position of like seniority, status, and pay (38 USC § 4313).

If an employee returning from military leave is not able to perform the essential duties of the position the employee would have attained, the City will make reasonable efforts to help the employee become qualified (20 CFR 1002.198). If the employee remains unable to perform the essential duties of the position after the city's reasonable efforts, the employee is entitled to their previously held position at the time of departure or, in the case the leave exceeded 90 days, a position of like seniority, status, and pay. Where an employee remains unqualified for both of these positions after reasonable efforts by the City, the employee is entitled to the nearest approximation to these positions (38 USC § 4313).

When a returning employee cannot become qualified because of a disability incurred in or aggravated during uniformed service, the City, after making reasonable accommodations, must find a position of equivalent seniority, status, and pay for which the employee is qualified, or the nearest equivalent (38 USC § 4313; 20 CFR 1002.198).

628.9.2 COMPENSATION AND BENEFITS

Upon return from regular active military duty, an employee is entitled to seniority and seniority-based rights and benefits, including but not limited to:

- (a) Receiving credit for the time spent in uniformed service under honorable conditions for purposes of seniority, retirement, promotion, and merit salary increases (20 CFR 1002.210).
- (b) Receiving credit for time spent on military leave for purposes of calculating eligibility for leave under the Family and Medical Leave Act (20 CFR 1002.210).
- (c) Returning to the level in the salary range that they would have attained had the employee not left on military leave (20 CFR 1002.236).
- (d) Receiving the same contribution to retirement benefits upon reemployment that the City would have contributed had they not taken leave (20 CFR 1002.261).

Military Leave

- (e) Being treated as not having a break in service for purposes of participation, vesting, and accrual of pension benefits (38 USC § 4316; 38 USC § 4318).
- (f) Reenrolling in city health benefits without any waiting period.
- (g) Restoring benefits that were elected by the employee and their dependents at the time military service began, as well as to any other benefits that began during the leave for which the employee would reasonably have become eligible.

628.9.3 EMPLOYEE REEMPLOYMENT RESPONSIBILITIES

An employee returning from regular active military leave is entitled to reinstatement rights only if the employee (38 USC § 4312):

- (a) Has given advance written or verbal notice of such service, unless precluded by military necessity.
- (b) Has served in the uniformed service for no more than five years cumulatively while employed at the City, except as provided in 38 USC § 4312(c).
- (c) Has been issued a discharge under honorable conditions.
- (d) Reports to the City or applies for reemployment in a timely manner as provided in this policy.
 - 1. In the case that the military leave exceeds 30 days, submits documentation showing (20 CFR 1002.121; 20 CFR 1002.123):
 - (a) The application for reemployment is timely.
 - (b) The employee has not exceeded the cumulative five-year limit of service in the uniformed services, except as provided in 38 USC § 4312(c).
 - (c) The employee's separation or dismissal from service was not disqualifying.

628.9.4 CITY REEMPLOYMENT RESPONSIBILITIES

The City shall promptly reinstate employees entitled to reinstatement but no later than 14 days after a request for reinstatement. In the case of unusual circumstances, the City shall reinstate employees as soon as practicable (20 CFR 1002.181).

The City is not required to reemploy a person after military leave if any of the following conditions exist (38 USC § 4312):

- (a) The city's circumstances have so changed as to make such reemployment impossible or unreasonable.
- (b) Such reemployment would impose an undue hardship upon the City.
- (c) The person held a nonrecurrent job for a brief period of time and had no reasonable expectation that such employment would continue.

Supervisors should consult with the Human Resources Department or legal counsel before determining whether any of these conditions exist.

Military Leave

628.10 RETENTION

An employee who is reinstated after returning from military leave may not be discharged, except for cause (38 USC § 4316; 20 CFR 1002.247):

- (a) For 180 days after the date of reemployment if the most recent period of military service was more than 30 days and less than 181 days.
- (b) For one year after the date of reemployment if the most recent period of military service was more than 180 days.

628.11 DISCRIMINATION AND RETALIATION PROHIBITED

Discrimination or retaliation against any employee for participation in military service is prohibited, whether the employee volunteers or is ordered to active military service (38 USC § 4311).

628.12 STATE AND LOCAL MILITARY LEAVE CONSIDERATIONS

Eligible employees may be entitled to additional benefits related to military leave under state and local requirements (e.g., compensation, drills, temporary military leave for training).

The City will comply with the requirements of any applicable state or local laws that provide for military leave benefits.

Employees should consult with their supervisor and the Human Resources Department for additional information regarding applicable leave benefits.

Holidays, Vacation, and Other Leave

629.1 VACATION/ANNUAL LEAVE

629.1.1 ACCRUAL RATE

Unless defined in an employment contract, each regular full-time employee will be entitled to annual leave based upon the following schedule:

<u>0 thru 5 years</u>	<u>12 days</u>
<u>6 thru 10 years</u>	<u>15 days</u>
<u>11 thru retirement</u>	<u>18 day</u>

629.1.2 USE ENCOURAGED

Annual leave is intended to benefit the employee, and employees are encouraged to take annual leave in the year in which it is earned.

629.1.3 SCHEDULING

Vacations will be scheduled with the Department Head so as to meet the operating requirements of the City and, insofar as possible, the preference of employees. Seniority, within the various departments, shall apply in case of conflict of requested leave schedules.

If an employee has any accumulated Compensatory time it must be used prior to any Vacation time/Annual Leave.

629.1.4 ELIGIBLE EMPLOYMENT

Eligible employment for annual leave may be with more than one department and must be continuous. Annual leave shall not accrue during any period when an employee is on leave-without-pay status. However, employees on leave-with-pay status will continue to accrue annual leave. Annual leave shall start to accrue at the beginning of a semi-monthly pay period and shall not be credited for less than a semi-monthly pay period.

629.1.5 MEASURING LEAVE TAKEN

Holidays shall not constitute a day of annual leave. When an authorized holiday falls within the time period of an employee's annual leave(s) the employee will be entitled to one additional day beyond the specified annual leave period, accounting for the intervening holiday.

629.1.6 ACCUMULATION

- (a) An employee will begin to accumulate annual leave immediately upon employment. Upon completion of the employees first month of work, said employee will have accumulated one day of annual leave.

Holidays, Vacation, and Other Leave

- (b) Any annual leave in excess of thirty (30) working days (240 hours) will be forfeited by the employee on the individual employee's work anniversary date each year.
- (c) No employee will be granted annual leave for a period in excess of two weeks at any one time except by prior arrangement with their Department Head and City Manager.
- (d) Employees requesting annual leave from two to five days must do so at least one week in advance. Employees requesting annual leave for a period longer than five working days must do so at least two weeks in advance.
- (e) Each department head shall be required to maintain records of annual leave used by each employee, ensuring the used annual leave is properly entered by the employee in the time keeping system.

629.1.7 TERMINATION

Upon termination of employment with the City, an employee's accrued and unused annual leave will be paid in a lump sum payment on the pay day following the last day worked, unless otherwise arranged.

629.1.8 USE PRIOR TO ACCRUAL PROHIBITED

No annual leave will be granted prior to having been earned.

629.2 HOLIDAYS

629.2.1 LIST OF HOLIDAYS

The following days have been designated by the City to be paid holidays for all regular full-time employees:

<u>January 1st</u>	<u>New Year's Day</u>
<u>January (3rd Monday)</u>	<u>M. Luther King Day</u>
<u>February (3rd Monday)</u>	<u>Presidents Day</u>
<u>May (last Monday)</u>	<u>Memorial Day</u>
<u>June 19th</u>	<u>Juneteenth</u>
<u>July 4th</u>	<u>Independence Day</u>
<u>July 24th</u>	<u>Pioneer Day</u>
<u>September (1st Monday)</u>	<u>Labor Day</u>
<u>October (2nd Monday)</u>	<u>Columbus Day</u>
<u>November 11th</u>	<u>Veterans Day</u>
<u>November (4th Thursday)</u>	<u>Thanksgiving Day</u>
<u>November (4th Friday)</u>	<u>In lieu of Arbor Day</u>
<u>December 25th</u>	<u>Christmas Day</u>

629.2.2 OBSERVED DAYS

When a holiday falls on a Saturday, it shall be observed on the preceding workday. When it falls on a Sunday, it shall be observed on the following workday.

Holidays, Vacation, and Other Leave

629.2.3 EXCHANGE DAYS

Employees who for one reason or another are required to work on one of these holidays will be given compensatory time off at the rate of one hour off for every hour worked. However, public safety employees scheduled to work holidays will be paid their normal salary plus one day's rate of pay, unless the holiday is overtime.

629.3 FUNERAL LEAVE

Leave may be granted to employees to attend the funeral of an immediate family member. Such leave shall not be charged against accrued annual or sick leave. The amount of time granted will be three (3) work days. If the Department Head feels the circumstances warrant additional leave time, reasonable additional leave may be granted with the approval of the City Manager. The City Manager shall, in all cases, determine whether the leave is with or without pay.

"Immediate Family" shall mean: Wife, husband, children, parents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, brothers, or sisters of the employee.

629.4 COURT LEAVE

Kanab City supports employees' compliance with summons, subpoenas, court orders, or other authoritative directions to appear in court or to comply with court/judicial process. When leave is necessary for a court appearance or to otherwise comply with court/judicial process, an employee may be granted court leave with pay or without pay, depending on the circumstances.

Court leave with pay: An employee who, in obedience to a summons, subpoena, court order, or direction by proper authority, appears as a potential juror, juror, or witness in their capacity as a City employee, for the Federal Government, the State of Utah, or a political subdivision thereof, shall be entitled to the difference between his/her regular compensation and the compensation or fees received (in excess of traveling expenses) as a witness or juror. For simplicity, if the employee turns over the compensation and fees received, then they shall be entitled to their full regular compensation.

Court leave without pay or annual leave: Time absent by reason of subpoena in private litigation or by some party other than the Federal Government, State Governments, or political Subdivision thereof, to testify not in an official capacity, but as an individual, shall be taken as annual leave or leave without pay.

Employees shall provide as much advance notice to their supervisor as reasonably possible of their obligation to appear in response to a summons, subpoena, or court order.

629.5 TIME OFF TO VOTE

The City encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their non working hours, the City will grant up to one hour of paid time off for employees to vote.

Holidays, Vacation, and Other Leave

629.6 UNAUTHORIZED LEAVE

Any absence from duty for one (1) hour a day or more that is not covered by an authorized grant-of-leave shall be recorded as leave without pay and may be the basis for disciplinary action and for a deduction of pay and/or benefits.

DRAFT

Mayor
Colten Johnson
City Council
Arlon Chamberlain
Steven Shrope
Chris Heaton
Boyd Corry
Peter Banks



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

DATE: February 10, 2026
TO: Mayor and City Council
SUBJECT: Rural Economic Blueprint Program
PREPARED BY: Kyler Ludwig, City Manager

Background:

In January, Kanab was notified of a grant award through the Rural Economic Blueprint Program, facilitated by the Governor's Office of Economic Opportunity (GOEO). Kanab is one of eight communities selected statewide to participate. The program is scheduled to begin in April 2026 and is designed to be collaborative and community-driven, with technical support provided by GOEO throughout the process.

We hope this planning process will position Kanab to more effectively compete for state economic development grants in the future.

Analysis:

The planning process will start with an assessment phase, which includes interviews with local stakeholders, forming a 15-member steering committee, conducting a community survey, and completing a SWOT analysis (Strengths, Weaknesses, Opportunities, and Threats). GOEO staff will also create a community profile using local input and economic data. The steering committee will help guide the process and review each step.

After the plan is adopted, Kanab will begin the implementation phase with ongoing help from GOEO. This support will help the City move forward on projects and apply for funding.

Legal:

No legal agreement is required at this time. Staff will coordinate with the City Attorney as needed during the plan development or implementation phases.

Financial:

There is no cost to the City to participate outside of staff time. However, some projects identified in the blueprint may require future investment. Funding opportunities may be available through

— A Western Classic —

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City Recorder

Celeste Cram

City Treasurer

Danielle Ramsay

the Rural Opportunity Program and other state or federal sources.

Recommendations/Actions:

Staff recommends that the City Council begin compiling a list of 15 individuals to serve on the Economic Blueprint Steering Committee. Council members are also encouraged to recommend other individuals or stakeholder groups who should be considered for one-on-one interviews.

Attachments:

Rural Economic Blueprint Program Description (GOEO)

New Community Onboarding Guide

— A Western Classic —



**Governor's Office of
Economic Opportunity**

**CENTER FOR RURAL
DEVELOPMENT**

Plan Here. Build Here.

Rural Economic Blueprint Program

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Background

IProud, independent, and a strong sense of identity — this is what makes rural Utah special.

Utah’s rural communities have motivated stakeholders who want to help their communities prosper and have great ideas to do so. However, these communities don’t always have the capacity to turn ideas into action. Local government staff wear many hats and lack the time and expertise to collect, document, and prioritize economic development strategies.

The Governor’s Office of Economic Opportunity (GOEO) leadership visited all of Utah’s 24 rural counties in 2024. During this tour, communities requested support for economic development planning. As a result, GOEO created a new resource to address this need — The Rural Economic Blueprint Program.

In his State of the State address on Jan. 23, 2025, Gov. Cox expressed that Utah needs to “Build Here” in order to face the challenges of the moment. Many communities are ready to put their shovels into the dirt. However, others need to draw up blueprints before they can start to build.

For these communities, it’s time to Plan Here.



Executive Summary

Objective:

- Facilitate a planning process in rural communities to reinvigorate economic development activities.

Outcome:

- Communities are empowered by their new blueprint and take action to make their vision a reality with the ongoing support of their regional GOEO outreach manager.
- Communities are better positioned to take advantage of GOEO Rural Opportunity Program funds.

Benefit:

- The planning process encourages community leaders to discuss local priorities and explore how their goals align with regional and state initiatives.
- Each participating community will have a list of actionable and prioritized projects that it can work on.

Deliverables:

A Rural Economic Blueprint Program strategic economic development plan that contains the following:

- Economic Data
- SWOT Analysis
- Strategic goals and projects
- List of possible project funding sources

Timeline:

- Produce blueprints for nine communities by the end of 2025.

Eligibility:

- The community must be a rural county or municipality.
- The community must have a local champion for economic development.
- The community must demonstrate a need for economic development planning support.
- The community must be enthusiastic about engaging in a planning process.

GOEO Project Team:

- Jim Grover | Managing Director, Economic Growth
- Colette Cox | Director of the Center for Rural Development & Community Outreach
- James Dixon | Director of Community Grants
- Beka Call | Grants & Data Manager
- August Granath | Technical Outreach Manager
- Forest Turner | Outreach Manager
- Lori Haslem | Outreach Manager
- Sherry Stevens | Outreach Manager
- Debra McKee | Outreach Manager
- Olivia Midgley | Data Manager

How do we draw up an economic blueprint for a rural community?

It starts with listening — hearing directly from the community, understanding daily life, and identifying what’s working and what needs to change.

Then we bring data into the picture, talk through what an ideal economic future could look like, and brainstorm ideas to get there.

From that list, we focus on the ideas with the greatest potential for success, build a game plan to secure resources, and partner with local leaders to put the plan into action.



Blueprint Process

1

Application and Selection Process

2

Initial Assessment

- One on one interviews with economic development stakeholders
- Form steering committee
- Gather community input
- Group roundtable discussion and SWOT analysis
- Development of customized community profile

3

Strategic Planning

- Review initial assessment
- Develop vision, targeted industries, key goals, strategic initiatives, activities, and metrics with steering committee
- Write Blueprint

4

Review and Adoption of Blueprint by Elected Body

5

Blueprint Implementation with Ongoing Support from Regional GOEO Outreach Manager



Blueprint Process

1

In the first phase, regional GOEO Outreach Managers (OMs) will invite rural communities to apply to the program. The application will be simple and concise, but require communities to demonstrate clear need and interest in the program. Applications will be reviewed by a committee of GOEO team members that will select communities to participate in the program.

2

In the second phase, the initial assessment, the GOEO Technical Outreach Manager (TOM) will perform one on one interviews with key economic development stakeholders as recommended by the community's OM. The objective of these interviews will be to introduce the stakeholders to the planning process, create rapport with the TOM, and gather an understanding of that individual's perspective on their community. Interviews will cover a checklist of information to gauge awareness and engagement with existing resources. This will identify opportunities for training and capacity building.

The TOM will gather input from the general public and the business community at large in order to ensure that all perspectives are included in the planning process. Finally, the TOM will go over the existing community profile with the community member and ask what information feels useful or what feels lacking. During these conversations, the TOM will identify additional contacts to interview. From this group of contacts, a steering committee will be formed for the planning process.



Blueprint Process



A sample participant list for the steering committee could include:

- Local economic development champion
- County commission representative
- City council representative
- Local government executive leadership
- Chamber of Commerce leader
- Association of Government (AOG) staff
- Planning and zoning staff
- Workforce development representative
- Representative from local business
- Representative from the public

An initial in-person meeting with the steering committee will be scheduled. During this meeting, a Strengths, Weaknesses, Opportunities, and Threats (SWOT) style planning exercise will be performed to gather the steering committee's understanding of the strategic position of their community. After engaging with the community, the TOM will perform qualitative/quantitative analysis based on the initial conversations, and existing community profiles with the support of the data manager. Upon completion, the initial assessment will be sent to the steering committee for review.

Separately, during phase two, the TOM will develop a reference list of economic development projects that rural communities have executed across the state with resources from the Rural Opportunity Program. These will serve as a list of possibilities that communities can consider when developing their prioritized project list.

Blueprint Process

3

In the third phase, the TOM will conduct a strategic planning process to identify key goals, targeted industries, activities, and metrics for the community based on the initial assessment. The process will include an open brainstorm, a group analysis of the ideas, and conclude with a prioritization exercise.

This process will be framed through the lens of the Coordinated Action Plan for Economic Vision 2030 by utilizing the 6 I's of economic development: Infrastructure, Innovation, Intellectual capital, Interest, Investment, and International. Additionally, it will attempt to align the local blueprint with regional Comprehensive Economic Development Strategy (CEDS) plans and state targeted industries.

4

In the fourth phase, the TOM will reflect the assessment and strategic plan back to the steering committee and request revisions. Finally, the blueprint will be presented to the elected body of the community and seek final adoption.

5

The fifth phase will launch the implementation of the blueprint and will be facilitated with ongoing support from GOEO.





**Governor's Office of
Economic Opportunity**

CENTER FOR RURAL
DEVELOPMENT

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**Governor's Office of
Economic Opportunity**

CENTER FOR RURAL
DEVELOPMENT

Plan Here. Build Here.

Rural Economic Blueprint Program

New Community Onboarding

Agenda – New Community Onboarding

- Program Overview
- Blueprint Process
- Deliverables
- Team Roles
- First Steps

Program Overview

- **Demonstrated Need**

- Rural communities requested economic development planning support during GOEO's tour of all 24 rural counties in 2024.

- **Solution – Rural Economic Blueprint Program**

- Develop an in house economic development planning program for rural communities across the state.
Program design was developed during the first quarter of 2025 and rolled out during the rest of the year.

- **What This Program Is and Is Not**

- **Is** a free service provided by GOEO.
- **Is** a community driven process.
- **Is** a focused and efficient process.
- **Is not** going to require a monetary contribution.
- **Is not** prescriptive. We aren't here to tell you what to do.
- **Is not** exhaustive. We won't be able to cover everything.

Blueprint Process

1

Application and Selection Process

Initial Assessment

- Form steering committee
- One on one interviews with economic development stakeholders
- Gather community input via survey
- Review pre-existing plans and relevant research
- Compile economic data on the community
- Conduct a SWOT analysis
- Steering committee reviews and revises Initial Assessment

2

Strategic Planning

- Develop vision for an ideal future economy
- Identify goals, strategies, and projects for the community
- Steering committee reviews and revises Strategic Plan

3

4

Review and adoption of Blueprint by legislative body

5

Blueprint implementation with ongoing support from regional Outreach Manager



Deliverables

- **Economic Data Snapshot**
- **SWOT Analysis**
- **Future Vision for the Local Economy**
- **Goals, Strategies, and Projects for Economic Development**

Team Roles

- Center for Rural Development Director – Colette Cox
- Technical Outreach Manager – August Granath
- Outreach Manager
- Local Economic Development Champion
- Steering Committee Members
- Legislative Body

First Steps

- Send list of relevant contacts to Technical Outreach Manager for initial interviews
- Schedule interviews with Technical Outreach Manager
- Send relevant past plans or research to Technical Outreach Manager for review
- Work with Technical Outreach Manager to create a Steering Committee
- Schedule an initial meeting of the Steering Committee