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

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 **13th day of October 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 – September 8, 2026

   B) Approval of Accounts Payable Vouchers
      Accounts Payable September 9, 2026 - $82,534.09
      Accounts Payable September 11, 2026 - $550.00
      Accounts Payable September 15, 2026 - $279,458.53
      Accounts Payable September 22, 2026 - $54,466.25
      Accounts Payable September 29, 2026 - $9,754.17
      Accounts Payable October 8, 2026 - $255,849.90

4) **BOARD COMMISSION, COMMITTEE APPOINTMENTS:**
   No Items

5) **PRESENTATIONS:**
   No Items

6) PUBLIC HEARING ITEMS:

A) Public Hearing and Discussion Regarding an Ordinance Approving a Development Agreement with Kane County Water Conservancy District to Allow the Use of HDPE Water Pipe for the Stellar Vista Observatory Project.

7) ACTION ITEMS READY FOR VOTE:

A) Discussion and Consideration of an Ordinance Amending Kanab City Land Use Ordinance Chapter 4, Section 4-15, Clear View of Intersecting Street, to Modify Clear Sight Triangle Requirements.

B) Discussion and Consideration of Acceptance of the FEMA Assistance to Firefighters Grant (AFG) Award in the Amount of $741,282.85 and Authorization for City Staff to Solicit Competitive Bids for a New Aerial Fire Apparatus in Accordance with Federal Grant Requirements.

C) Discussion and Consideration of Declaring Public Works Equipment as Surplus and Authorizing the Trade-In and Replacement of a Backhoe, Loader, Mini Excavator, and Lift.

D) Discussion and Consideration of Approval of a Five-Year Maintenance Agreement with DBT Transportation Services for the Automated Weather Observing System (AWOS) at Kanab Municipal Airport in the Amount of $29,355.

8) ITEMS FOR DISCUSSION:

A) Discussion Regarding Zone of Recently Annexed Rural Agriculture Parcels, Rural Agriculture Parcels over 100 acres, and Parcels with Multiple Zoning Designations.

B) Discussion and Review of the 2023 Ranchos Sewer Preliminary Engineering Report (PER) and Potential Next Steps for the Ranchos Sewer Project.

C) Short Term Rental Ordinances Information Packet for Future Council Discussion

9) REVIEW AND DISCUSSION OF THE NOVEMBER 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
September 8th, 2026
Kanab City Offices
26 North 100 East
6:30 PM

Work Meeting

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

Councilmember Chamberlain – None**.**
Councilmember Banks – None.
Councilmember Corry – None.
Mayor Johnson – None.
Councilmember Heaton – The Police received an award from Best Friends Animal Sanctuary for no kill shelter. The Fire Department is fully staffed.
The 9/11 walk will be on 9/11 at 9:00 am. The Heritage board is working on another "Back When" series for October 5th.
Councilmember Shrope – None.

City Staff Business – The Rutan Fly In had over 400 people show up. The Recreation Department finished the pool season, and there will be a doggy pool party this Saturday. There will be a Zombie run on Halloween. The Planning Commission approved site plans for Mountain America Credit Union, Dollar General, and a modified plan for the Visitor Center for their sign. Ace Hardware asked for modified landscaping, but that could not be approved because it didn't meet our ordinances.

Business Meeting

1. **Call to Order and Roll Call** – Mayor Pro-Tem Heaton called the meeting to order. Julie Brown with Canyon Interfaith Council offered the invocation. Councilmember Shrope led the pledge of allegiance.

In attendance: Mayor Pro-Tem Heaton; Councilmember Corry, Councilmember Chamberlain and Councilmember Shrope; City Manager Kyler Ludwig; Land Use Coordinator Janae Chatterley; City Attorney Kent Burggraaf; and Recorder Celeste Cram.

Not in attendance – Mayor Johnson; Councilmember Banks.

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2. Public Comment Period –

Alan Seilhammer – He is excited to announce the 4th year of the Wreaths across America program. Kanab Cemetery is one over 5,500 participating locations operating in all 50 states and at overseas locations where America service people are interred. He wants to thank Danielle Ramsay, Kyler Ludwig, and Donnie Riddle.

A public information handout was uploaded to the public notice website regarding this public comment.

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

a) Approval of City Council Minutes:

Regular City Council Meeting – August 11th, 2026

b) Approval of Accounts Payable Vouchers

Accounts Payable August 11, 2026 - $131,884.36

Accounts Payable August 18, 2026 - $124,917.23

Accounts Payable August 26, 2026 - $80,846.29

Accounts Payable September 1, 2026 - $142,037.73

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

4. BOARD COMMISSION, COMMITTEE APPOINTMENTS:

a) Appointment of James Culbertson to the Kanab Library Board

Councilmember Chamberlain made a motion to approve the appointment of James Culbertson to the Kanab City Library Board for a term of 2 years. Councilmember Corry seconds. Unanimous vote, motion passed.

5. PRESENTATIONS:

a) Presentation by August Granath on Kanab's Participation in the Utah Blueprint Program and Economic Development Initiatives.

Mr. Granath stated that Kanab was designated as a priority community in 2025 under the Utah Blueprint Program; an initiative led by the Utah Governor's Office of Economic Opportunity (GovOps) and Utah State University Extension, to receive customized technical assistance and strategic planning. The presentation outlines the local economic profile, highlighting Kanab's high concentration of leisure and hospitality jobs (accounting for over 30% of local employment), a seasonal commercial tax base, housing affordability challenges, and a growing population. Through stakeholder focus groups, public surveys, and leadership interviews, the program identified key economic priorities, including diversifying the local job market, supporting downtown commercial vitality, expanding infrastructure, and balancing tourism growth with resident quality of life.

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To address these priorities, the Blueprint presentation establishes strategic goals and action steps focused on four main pillars: economic diversification, housing and community development, infrastructure readiness, and regional collaboration. Proposed initiatives include developing a light industrial park, enhancing business retention and expansion (BRE) outreach, revitalizing downtown streetscapes, and leveraging state/federal grant funding for water, transit, and recreation projects. The immediate next steps outline forming an implementation task force, assigning project leads to each priority action item, and presenting final recommendations to the City Council for formal adoption.

6. PUBLIC HEARING ITEMS:

a) Discussion and Consideration of a Plat Amendment for Parcel K-376-2, Lot 2 of the Reese's Minor Subdivision, Located Approximately at 1045 S. Highway 89A, to Divide Lot 2 into Two Separate Lots. (Originally item 7d as listed on the agenda.)

Mrs. Chatterley stated that Iron Rock Engineer applied to amend the plat for the Reese's Minor Subdivision effecting lot 2 parcel K-367-2, located approximately at 1045 S HWY 89A. The amendment is to split lot 2 creating a new .40-acre lot. Lot 2 recently went through a zone change request and was approved for zone R-15. The owner of record contained within the plat is Cortni Glover, a title report has been submitted to Kanab City. The applicant has paid the amended plat fee required. Any impact fees will be collected through the building permitting process.
The conditions of approval are as follows, sign-off from the City Surveyor, and the owner is responsible for securing the appropriate building and/or grading permits prior to any construction activity or infrastructure for the development.
This application was initiated by Iron Rock Engineering, the property included within the amended plat boundaries is zoned R-15. 3. The Future Land Use Map designation for these properties on the City's General Plan as Master Planned Development. The applicant is requesting to split the lot creating a new 0.40-acre lot. There is no application to vacate easements. 6. The proposed plat amendment meets the subdivision and zoning standards in the City's Ordinance listed above. And the Kanab City Planning Commission is the body responsible for making subdivision plat amendment recommendations to the City Council, upon application.

- Enter Public Hearing -
- Close Public Hearing -

Councilmember Corry made a motion to approve the plat amendment to lot 2 of the Reese's Minor Subdivision parcel K-367-2 based on the findings and conditions of approval as outlined in the staff report #PLAN26-007. Councilmember Shrope seconds.

Councilmember Chamberlain – Yes
Councilmember Banks – Absent
Councilmember Corry – Yes
Councilmember Heaton – Mayor Pro-Tem
Councilmember Shrope – Yes

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Motion passed.

7. ACTION ITEMS READY FOR VOTE:

a) Discussion and Consideration of an Ordinance Approving a Zone Change for Parcel K-7-8-Annex, Located Approximately at 664 E. Chinle Drive, from C-3 (Commercial) to R-1-10 (Single Family Residential, 10,000 Square-Foot Minimum Lot Size).

Councilmember Corry made a motion to appoint Arlon Chamberlain in as Mayor Pro-Tem for item 7a. Councilmember Shrope seconds. Unanimous vote.

Mrs. Chatterley stated that Applicant agent, Iron Rock Engineering has submitted an application for a zone change on behalf of the property owner Cloyd G Chamberlain for parcel K-7-8-Annex. The request is to rezone from C3 (Commercial) to R-1-10 (Single Family, residential minor subdivision.
E-mail, mail or phone public comments have not been received at the city offices. The subject property is approximately 1.98-acres. The parcel has an existing home. Surrounding zoning designations and the density designations are: C-2 to the North, RR-1 to the South, C-2 & RR-1 to the East, and C-2 to the West.

Councilmember Shrope made a motion to approve zone R-1-10 to Parcel K-7-8-Annex based on the findings and conditions outlined in Staff Report ZONE 26-012 and adopt ordinance 9-1-26 O. Councilmember Corry seconds.

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

b) Discussion and Consideration of an Ordinance Approving a Zone Change for Parcel K-228-3, Located Approximately at 364 E. 100 S., from R-8 (Single Family Residential, 8,000 Square-Foot Minimum Lot Size) to RM (Rural Multi-Family)

Councilmember Heaton resumed position as Mayor Pro-Tem.

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Mrs. Chatterley stated that Property Owner, Rafter H Homes LLC is requesting a zone change to rezone parcel K-228-3 from R-1-8 (Single Family Zone) to a RM (Multi-Family Residential). The property owner would like to change the use of the building to have the option of platting the two-family dwelling. The subject property is approximately 0.25-acres. The parcel has an existing two-family dwelling unit. The Public Hearing was to be held on September 1, 2026 but there was no quorum so the hearing was rescheduled to September 4, 2026. Public notices have been posted on the City and State websites.

Councilmember Shrope made a motion to approve the RM zone to Parcel K-228-3 based on the findings and conditions outlined in Staff Report PLANZONE 26-013 and adopt ordinance 9-2-26 O. Councilmember Chamberlain seconds.

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

c) Discussion and Consideration of a Full Boundary Adjustment for Parcels K-20-5 and K-20-4, Located Approximately at 190 W. Center Street, to Combine the Parcels into a Single Lot

Mrs. Chatterley stated that Mountain America Credit Union submitted an application for a full boundary adjustment. The property line adjustment is to join the two lots. Mountain America Credit Union plans to demo the current building and rebuild using both lots for the new building and drive-thru. The owner of record contained within the conveyance documents and title report is Mountain America Credit Union. The applicant has paid the full boundary fee required. Planning Commission meeting will be held on September 4, 2026. Staff will update City Council of the Planning Commission's recommendation at the City Council Meeting.
Councilmember Chamberlain asked if we had a proposed site plan for the building. Mrs. Chatterley showed the council the proposed site plan, and the council likes the proposed layout and landscaping.

Councilmember Corry made a motion to approve the full boundary adjustment as outlined in the record of survey for parcel K-20-4 and K-20-5 based on the findings and conditions of approval as outlined in the staff report #SUB26-002. Councilmember Shrope seconds.

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

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d) Discussion and Consideration of a Preliminary Plat for Phase 2 of the Catori Canyon Planned Development Overlay, located approximately at 250 South 600 West

Mrs. Chatterley stated that Kenny Seng, property owner, and their representative, Iron Rock Engineering have applied for a Preliminary Plat, for Phase 2 of the Catori Canyon Planned Development Overlay. The preliminary plat consists of 13 single family lots ranging from 1.20-acre to 5.42-acres. Kanab City Subdivision Ordinance Chapter 2 regulates the preliminary plat process. The application should include the scale drawing, utility service commitment letters, soils investigation report, drainage report, and the title report. The application and submitted documents are sent to the Development Committee to review for compliance with the ordinance. The application may be sent to the City Attorney, City Engineer, Public Works Department, or other interested parties who will review the documents and make recommendations.

Mayor Pro-Tem Heaton allowed Lou Pratt, a neighbor, to ask a question. He asked what determines the sizes of the lots. Mrs. Chatterley told Mr. Pratt that it can be found with the recorded development agreement at the Kane County Recorder's Office.

Councilmember Chamberlain made a motion to approve the Preliminary Plat, Phase 2 of the Catori Canyon Planned Development Overlay based on the findings and conditions of approval as outlined in the staff report for file #PLAN26-003, with the additional findings and conditions. Councilmember Corry seconds.

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

e) Discuss and Consider Emergency Approval of Pump System Repairs and Motor Replacements

Mr. Ludwig stated that Kanab City has experienced failures and operational issues with several pumps serving the City's municipal water wells due to recent lightning strikes and electrical/power-related problems. These well pumps are critical components of the City's water system and must be returned to reliable operation as soon as possible to maintain adequate water production and system reliability. City staff has evaluated the affected well pump systems and determined that repairs, including the replacement of several pump motors, wiring, and related components, are necessary. Due to the critical nature of the municipal water system and the potential impacts associated with extended well outages, staff is requesting authorization to proceed with the repairs on an emergency basis.

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Staff is actively working to receive quotes for the project. The intent is to allow staff to move forward promptly once the quotes are evaluated rather than delay necessary well repairs until a subsequent Council meeting.

The affected equipment consists of pumps and motors used in the operation of Kanab City's municipal water wells. Maintaining these wells in working condition is critical to ensuring adequate water production, system redundancy, and reliable service to City water customers.

Staff has identified multiple well pump systems that require immediate repair due to damage associated with lightning strikes and electrical or power-related issues. The necessary work may include troubleshooting, motor replacement, submersible wiring, related electrical components, labor, and other materials required to return the affected wells to service. Based on the scope of repairs currently identified, staff estimates that the total cost could be as much as $80,000. The City currently has $65,000 budgeted for well maintenance. If repair costs exceed the available well maintenance budget, staff anticipates using available Capital Projects funding to cover the remaining amount.

Councilmember Chamberlain made a motion to authorize City staff to proceed with the necessary emergency repairs and motor replacements for the affected municipal water wells, including contracting with qualified vendors, and to use available well maintenance and Capital Projects funding as needed to complete the work. Councilmember Shrope seconds. Unanimous vote, motion passed.

8. ITEMS FOR DISCUSSION:

a) Discussion on Future Parks and Recreation Priorities

Mr. Ludwig stated that over the past several years, the City has identified and discussed several park development projects intended to expand recreational opportunities, improve neighborhood access to parks, and meet the needs of a growing community. While some projects are currently underway, others remain in the planning or conceptual stages. With multiple projects competing for future funding and staff resources, Council direction is needed to help establish priorities and identify the community's highest recreation needs. This discussion is intended to provide an opportunity for the City Council to review the status of planned park projects and provide policy guidance regarding future implementation.

The City has several park projects that have been identified through previous planning efforts and Council discussions, including:

- Completion of the Jacob Hamblin Park Expansion.
- Expansion of Ranchos Park.
- Development of the Mesa Hills Neighborhood Park.
- Completion of the Kanab Dog Park.
- Development of a Pocket Park near Kanab Creek and 10th West.

As the City plans for future capital improvements, staff is seeking Council direction on which projects should be prioritized and what amenities or concepts should be emphasized. This discussion will help guide future budgeting, grant applications, and long-term park planning. Public engagement is a key component of successful park planning and design. Staff recommends forming a temporary Parks

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Advisory Committee to gather community input, review potential park concepts, and provide recommendations regarding park priorities and amenities.
The Council expressed strong support for maintaining a "pay-as-you-go" policy utilizing existing park impact fees to avoid taking on new debt or taxes. Additionally, council members emphasized finishing ongoing projects such as adding trees and shade to the dog park, before starting new initiatives.
Regarding specific developments, the Council identified Concept Sketch 5 for Jacob Hamlin Park as the preferred layout due to its inclusion of high demand pickle ball courts, three tennis courts, a mountain bike skills course, and picnic areas. The Council also supported prioritizing the undeveloped field on the west side of Ranchos Park to provide open turf space for the growing residential population. For the proposed pocket parks at Rocky Road and 10th West/Kanab Creek Drive, members concurred with moving forward in coordination with Public Works, noting that site designs must address proper bank leveling and include adequate off-street parking to avoid residential street congestion.

b) Review and Discussion of Q4 Financials

Mr. Ludwig stated that Attached are the Q4 financial reports for Fiscal Year 2025-2026. These reports provide the City Council with a year-end overview of revenues and expenditures compared to the adopted budget. The financial information presented is unaudited and should be considered preliminary until the annual audit is completed.

Staff has completed the fourth-quarter financial reporting for the fiscal year. The attached reports provide detail regarding revenues and expenditures for the City's various funds and departments. As with all year-end financial reporting, additional adjustments may occur as accounts are finalized and reviewed through the audit process. The City will undergo its annual financial audit this month. The audit will provide an independent review of the City's financial records and year-end financial statements. Final audited financial statements will be provided to the City Council following completion of the audit (typically December).

c) Update and discussion on the Little Tom's Canyon flood mitigation plans involving BLM and NRCS.

Mr. Ludwig provided an update on recent storm flooding caused by high-velocity runoff across nearly 400 acres in Little Tom's Canyon, which damaged riprap, deposited heavy silt in drainage ditches, and impacted nearby residential properties. To address upstream access on federal land, the City has submitted an application for emergency authorization through the Bureau of Land Management (BLM) to make channel modifications. Additionally, the City is applying for a Natural Resources Conservation Service (NRCS) emergency flood mitigation grant, which would cover 75% of project costs, leaving the City responsible for a 25% local match. Proposed engineering designs feature a detention basin paired with a concrete outlet structure acting as a "water speed bump" to reduce flow velocity and allow heavy silt to settle out before reaching residential neighborhoods such as La Estancia. While initial engineering estimates reached up to $1.7 million, staff is actively working to refine the design scope and significantly

lower costs. Mr. Ludwig clarified that while these canyon modifications will mitigate local neighborhood flooding, addressing downstream issues near Escobar's requires a separate $20 million Environmental Assessment (EA) project to install a large box culvert piping runoff directly to Kanab Creek. City staff is currently coordinating access agreements with the local HOA and expects to report back to the Council within two months with grant updates, BLM responses, and refined engineering plans.

9. REVIEW AND DISCUSSION OF THE SEPTEMBER 8, 2026 CITY COUNCIL MEETING AGENDA.

Annexation North of Kanab
Ranchos Sewer
RA Zoning
Short Term Rental Policies
Development Agreement Water Conservancy District

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

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Report Criteria:
Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
09/26	09/09/2026	39476	10685	ALSCO	51-2100	391.36
09/26	09/09/2026	39477	12333	AVFUEL CORPORATION	10-2100	35,098.68
09/26	09/09/2026	39478	13831	BOWMAN, TARA	51-2100	98.53
09/26	09/09/2026	39479	13753	BRADY INDUSTRIES	10-2100	608.58
09/26	09/09/2026	39480	1200	C. C. AUTO PARTS	10-2100	259.63
09/26	09/09/2026	39481	13417	CEDAR CITY VOLLEYBALL	41-2100	1,120.00
09/26	09/09/2026	39482	11432	CLARK, TRESSA	10-2100	151.00
09/26	09/09/2026	39483	13633	COLGROVE, JAYLYN	10-2100	434.04
09/26	09/09/2026	39484	13480	DEPT OF GOVERNMENT OPERATION	51-2100	8,491.57
09/26	09/09/2026	39485	3880	INTERMOUNTAIN FARMERS ASSOCIA	10-2100	7,000.00
09/26	09/09/2026	39486	3900	KANAB CITY CORPORATION	51-2100	18,386.89
09/26	09/09/2026	39487	9213	KANAB COAL & ROCK PRODUCTS	45-2100	1,621.10
09/26	09/09/2026	39488	11266	LB 413071	51-2100	2,339.89
09/26	09/09/2026	39489	13832	MCNAIR, DOUG	51-2100	72.73
09/26	09/09/2026	39490	5930	PUBLIC EMPLOYEES LONG TERM	02-2100	422.09
09/26	09/09/2026	39491	9865	QUALITY PRINTING CO.	10-2100	203.82
09/26	09/09/2026	39492	12748	STATON, RYLIE	51-2100	81.33
09/26	09/09/2026	39493	12285	STOTZ EQUIPMENT	10-2100	392.85
09/26	09/09/2026	39494	12183	TAYLOR MADE FENCING, LLC	45-2100	1,940.00
09/26	09/09/2026	39495	13759	TOMCO, SAM	10-2100	420.00
09/26	09/09/2026	39496	13764	TRAVIS R. CHRISTIANSEN & ASSOCIA	10-2100	3,000.00
Grand Totals:						82,534.09

Report Criteria:
Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
09/26	09/11/2026	39497	13834	HARTLE, LARAMIE	41-2100	210.00
09/26	09/11/2026	39498	13284	JEPSON, JUSTIN	41-2100	170.00
09/26	09/11/2026	39499	13833	SAULTER, STEVEN	41-2100	170.00
Grand Totals:						550.00

Report Criteria:
Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
09/26	09/15/2026	39500	13713	ADVANCED CONSTRUCTION AND DE	42-2100	46,967.96
09/26	09/15/2026	39501	1080	AMERIGAS PROPANE LP	41-2100	1,851.31
09/26	09/15/2026	39502	12333	AVFUEL CORPORATION	10-2100	34,389.86
09/26	09/15/2026	39503	12144	BANKCARD CENTER	10-2100	52,548.97
09/26	09/15/2026	39504	990	BLUE STAKES OF UTAH 811	51-2100	36.54
09/26	09/15/2026	39505	13646	BUCK THE SYSTEM LLC	10-2100	6,031.25
09/26	09/15/2026	39506	12768	BUGSY'S PEST CONTROL, LLC	10-2100	170.00
09/26	09/15/2026	39507	12429	CIVIL SCIENCE INFRASTRUCTURE, IN	52-2100	485.75
09/26	09/15/2026	39508	300	CROSBY HOME & FARM CENTER	10-2100	1,144.53
09/26	09/15/2026	39509	13208	FREEDOM MAILING SERVICES, INC.	51-2100	1,717.20
09/26	09/15/2026	39510	560	GARKANE ENERGY COOPERATIVE, I	10-2100	19,888.22
09/26	09/15/2026	39511	12981	Harrison, Luke	41-2100	180.00
09/26	09/15/2026	39512	13821	HUTCH'S AUTO PARTS, LLC	51-2100	352.93
09/26	09/15/2026	39513	12804	HYDRO SPECIALTIES COMPANY	51-2100	34,056.96
09/26	09/15/2026	39514	360	JENKINS OIL COMPANY	51-2100	9,316.08
09/26	09/15/2026	39515	2620	KANAB CUSTOM MEATS	10-2100	467.35
09/26	09/15/2026	39516	880	KANE CO. SPECIAL SERVICE DIST.	10-2100	32,438.78
09/26	09/15/2026	39517	12788	KANE CO. SPECIAL SERVICE DIST.	10-2100	4,863.80
09/26	09/15/2026	39518	11266	LB 413071	51-2100	143.70
09/26	09/15/2026	39519	13663	LITTLE'S EQUIPMENT RENTALS	10-2100	434.04
09/26	09/15/2026	39520	12945	OVERDRIVE, INC.	10-2100	2,218.94
09/26	09/15/2026	39521	9865	QUALITY PRINTING CO.	10-2100	31.45
09/26	09/15/2026	39522	1140	QUILL CORPORATION	10-2100	132.74
09/26	09/15/2026	39523	12975	ROBINSON, RICK	41-2100	220.00
09/26	09/15/2026	39524	12677	SG WATER STORE	10-2100	34.75
09/26	09/15/2026	39525	13340	ST. GEORGE CARQUEST	51-2100	552.32
09/26	09/15/2026	39526	12969	STERMER, SKEETER	41-2100	260.00
09/26	09/15/2026	39527	12966	STERMER, STETSON	41-2100	220.00
09/26	09/15/2026	39528	5110	UTAH STATE DIVISION OF FINANCE	15-2100	28,285.50
09/26	09/15/2026	39529	1635	WATERMAN WELDING	51-2100	17.60
Grand Totals:						279,458.53

Report Criteria:
Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
09/26	09/22/2026	39531	1080	AMERIGAS PROPANE LP	41-2100	369.58
09/26	09/22/2026	39532	13835	BOYS IN BLUE PEST CONTROL	10-2100	90.00
09/26	09/22/2026	39533	11692	BUGSY'S PEST CONTROL	10-2100	85.00
09/26	09/22/2026	39534	1670	CHEMTECH-FORD LABORATORIES	51-2100	275.00
09/26	09/22/2026	39535	12429	CIVIL SCIENCE INFRASTRUCTURE, IN	52-2100	35,657.25
09/26	09/22/2026	39536	12310	DUTTON, JAKE	51-2100	102.00
09/26	09/22/2026	39537	9010	GLAZIER'S MARKET	10-2100	463.28
09/26	09/22/2026	39538	12981	Harrison, Luke	41-2100	130.00
09/26	09/22/2026	39539	615	HONEY'S MARKETPLACE	10-2100	828.54
09/26	09/22/2026	39540	12022	KANAB HIGH SCHOOL VOLLEYBALL	10-2100	90.00
09/26	09/22/2026	39541	13497	KEYBANK	42-2100	9,746.55
09/26	09/22/2026	39542	13836	NEZ, TYLER	10-2100	25.00
09/26	09/22/2026	39543	12233	NICHOLAS & COMPANY	41-2100	5.75
09/26	09/22/2026	39544	5930	PUBLIC EMPLOYEES LONG TERM	02-2100	422.53
09/26	09/22/2026	39545	9865	QUALITY PRINTING CO.	10-2100	166.66
09/26	09/22/2026	39546	11843	RAMSAY SERVICE INC.	10-2100	132.01
09/26	09/22/2026	39547	12975	ROBINSON, RICK	41-2100	170.00
09/26	09/22/2026	39548	13819	SCHMUKER CONSTRUCTION LLC	45-2100	1,516.25
09/26	09/22/2026	39549	12677	SG WATER STORE	10-2100	20.85
09/26	09/22/2026	39550	13339	SIDDONS-MARTIN EMERGENCY GRO	10-2100	2,970.00
09/26	09/22/2026	39551	12969	STERMER, SKEETER	41-2100	210.00
09/26	09/22/2026	39552	12966	STERMER, STETSON	41-2100	170.00
09/26	09/22/2026	39553	13717	VANDENBERG, JAMIE	10-2100	820.00
Grand Totals:						54,466.25

Report Criteria:
Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
09/26	09/29/2026	39554	13753	BRADY INDUSTRIES	10-2100	201.28
09/26	09/29/2026	39555	13561	BREWER, MEGAN	41-2100	400.00
09/26	09/29/2026	39556	13225	BRODY CHEMICAL COMPANY INC.	41-2100	643.50
09/26	09/29/2026	39557	11692	BUGSY'S PEST CONTROL	10-2100	100.00
09/26	09/29/2026	39558	11152	FEDEX	10-2100	12.39
09/26	09/29/2026	39559	13837	FENUS, LAHKLYN	41-2100	400.00
09/26	09/29/2026	39560	4625	FROSTY'S CLEANING CO.	10-2100	1,065.20
09/26	09/29/2026	39561	4690	LITTLE'S DIESEL SERVICE	10-2100	3,575.32
09/26	09/29/2026	39562	10647	MOUNTAIN WEST COMPUTERS	10-2100	89.00
09/26	09/29/2026	39563	1650	UTAH RISK MANAGEMENT AGENCY	10-2100	3,247.48
09/26	09/29/2026	39564	3290	UTAH VALLEY UNIVERSITY	10-2100	20.00
Grand Totals:						9,754.17

Report Criteria:
Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/26	10/08/2026	39565	1080	AMERIGAS PROPANE LP	10-2100	760.68
10/26	10/08/2026	39566	12904	BADGER METER	51-2100	3,597.20
10/26	10/08/2026	39567	13840	BARLOW, SADIE	51-2100	95.33
10/26	10/08/2026	39568	13839	BRINKERHOFF, BRADY	51-2100	91.33
10/26	10/08/2026	39569	13091	BUEHNER, MASON	10-2100	433.00
10/26	10/08/2026	39570	1200	C. C. AUTO PARTS	10-2100	136.68
10/26	10/08/2026	39571	300	CROSBY HOME & FARM CENTER	51-2100	1,054.09
10/26	10/08/2026	39572	13820	FIRST RESPONDERS FIRST, LLC	10-2100	1,037.50
10/26	10/08/2026	39573	13841	GAGO, KOLBY	51-2100	18.15
10/26	10/08/2026	39574	12951	GARDNER BROTHERS DRILLING	51-2100	3,919.99
10/26	10/08/2026	39575	560	GARKANE ENERGY COOPERATIVE, I	10-2100	20,175.86
10/26	10/08/2026	39576	13616	HOYT, RIA	10-2100	175.00
10/26	10/08/2026	39577	13821	HUTCH'S AUTO PARTS, LLC	10-2100	377.57
10/26	10/08/2026	39578	3900	KANAB CITY CORPORATION	51-2100	9,425.89
10/26	10/08/2026	39579	9213	KANAB COAL & ROCK PRODUCTS	45-2100	644.96
10/26	10/08/2026	39580	13136	KANE COUNTY ATTORNEY'S OFFICE	10-2100	47.40
10/26	10/08/2026	39581	13497	KEYBANK	42-2100	10,085.00
10/26	10/08/2026	39582	4690	LITTLE'S DIESEL SERVICE	10-2100	402.44
10/26	10/08/2026	39583	13762	MES SERVICE COMPANY LLC	10-2100	1,561.00
10/26	10/08/2026	39584	10647	MOUNTAIN WEST COMPUTERS	10-2100	661.00
10/26	10/08/2026	39585	10577	PIERSON, BRETT	10-2100	373.00
10/26	10/08/2026	39586	11843	RAMSAY SERVICE INC.	10-2100	36.58
10/26	10/08/2026	39587	13838	RED DESERT SOD	45-2100	4,980.00
10/26	10/08/2026	39588	12406	RUSTIC MOUNTAIN	51-2100	5,121.11
10/26	10/08/2026	39589	1240	SCHOLZEN PRODUCTS	10-2100	35,477.14
10/26	10/08/2026	39590	11005	STRAIGHT STRIPE PAINTING, INC.	42-2100	152,012.00
10/26	10/08/2026	39591	13764	TRAVIS R. CHRISTIANSEN & ASSOCIA	10-2100	3,000.00
10/26	10/08/2026	39592	2340	UTAH PROSECUTION COUNCIL	10-2100	150.00
Grand Totals:						255,849.90

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

City Council
Arlon Chamberlain
Steve Shrope
Chris Heaton
Boyd Corry
Peter Banks

Kanab City Council Staff Report
File #PLANDA25-005

Date:	**October 7, 2026**
Meeting Date:	**October 13, 2026**
Agenda Item:	**PUBLIC HEARING to discuss, approve or deny a Development Agreement between Kane County Water Conservancy District and Kanab City to allow for an exception to the Design Standards for Construction to install HDPE water pipe.**
Subject Property Address:	**725 E Kane Plex Dr.**
Property Owner:	**Local Building Authority of Kane County Water Conservancy District**
Applicant Agent:	
General Plan Designation:	**Master Plan**
Parcel #:	**K-13-7-ANNEX**

Attachments:
Exhibit A: Development Agreement

Summary:

Property Owner, Kane County Water Conservancy District is requesting a development agreement for parcel K-13-7-ANNEX. The development agreement is to allow an exception to the Design Standards for Construction. The Design Standards for Construction require that a developer install C-900 pipe for city main water lines. The exception would allow the Kane County Water Conservancy District to install HDPE pipe for the main water line extension to the Stellar Vista Observatory (SVO) project.

The main water line extension is around 1700 feet of water pipe for a fire hydrant and bathrooms. There will be a phase 2 for the SVO project that will add a building for offices to be used for information and education.

Planning Commission Meeting:

Planning Commission met on October 6, 2026, staff went over the development agreement outlining the reason for the development, the exception the applicant is requesting, and concerns from some of the staff with the development agreement and that the engineers, public works and the applicant have not provided feedback on the proposed development agreement. Staff explained that Washington County has installed HDPE and have experienced issues with the of degradation due to the chlorinated water. It was explained that Kanab City does have chlorinated treatment in our water. It was also explained to PC that per ordinance we can only require a 1-year bond unless there is language added to the development agreement that a longer warranty period is required. PC did make a positive recommendation to City Council contingent upon a discussion and review with Public Works and City Engineers prior to the City

Council meeting; and that there is a requirement for a warranty bond for at least 5 years added to the development agreement.

Suggested Motion(s):

I make a motion to approve the Development Agreement for Parcel K-13-7-ANNEX as shown in exhibit A of the staff report and adopt ordinance 10-XX-26 O.

I make a motion to deny the Development Agreement for Parcel K-13-7-ANNEX as shown in exhibit A of the staff report.

I make a motion to approve the Development Agreement for Parcel K-13-7-ANNEX as shown in exhibit A of the staff report and adopt ordinance 10-XX-26 O with the following amendments .

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

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

City Council
Arlon Chamberlain
Steve Shrope
Chris Heaton
Boyd Corry
Peter Banks

Exhibit A: Development Agreement

Upon recording, return to:
Kanab City
26 N. 100 E.
Kanab, Utah 84741

Tax ID/Parcel(s): K-13-7-ANNEX; K-13-7-1-ANNEX; K-16-20A-ANNEX

KANE COUNTY WATER CONSERVANCY DISTRICT
WATER LINE DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter "Agreement") is entered into this 13th day of October 2026, by, between and among, the Kane County Water Conservancy District ("KCWCD" or "District"), a political subdivision of the State of Utah, and the Local Building Authority of Kane County Water Conservancy District ("Local Building Authority of KCWCD"), a Utah nonprofit corporation (hereinafter collectively the "Owner" or "Developer"); and Kanab City, a Utah municipal corporation (hereinafter "City") (collectively hereinafter referred to as the "Parties").

RECITALS

WITNESSETH:

WHEREAS, the Owner is the legal owner of the real property located in Kanab, Utah, more fully described in the attached Exhibit A (hereinafter "Property"), identified as Parcel(s) K-13-7-ANNEX, K-13-7-1-ANNEX, and K-16-20A-ANNEX in the records of the Kane County Recorder, and the Owner desires to develop the Property in accordance with the terms of this Agreement and with the Concept or Master Plan included as Exhibit B, both exhibits being incorporated herein by this reference;

WHEREAS, the KCWCD/District is a political subdivision of the State of Utah, established in 1992 under Utah Code, Title 17__, and maintains sole ownership in a Utah nonprofit corporation established as the Local Building Authority of KCWCD; it is statutorily authorized to acquire, own, and operate a water system, borrow money and issue bonds, and levy and collect taxes;

WHEREAS, the Local Building Authority of KCWCD is authorized to build, construct, improve, renovate, rehabilitate, own, hold, manage, lease from and to other parties, persons, or institutions, collect rents, and sell, mortgage, hypothecate, finance, and in every other way deal in buildings, structures, land (improved and unimproved) and appurtenances, buildings and structures thereon and fixtures therein and to obtain, facilitate and consummate all finances therefore;

WHEREAS, the members of the Board of Trustees of the District also serve as the members of the Board of Trustees for the Local Building Authority of KCWCD;

WHEREAS, there are three (3) distinct parcels of real property which make up the Property, which is commonly referred to as Jackson Flat Reservoir. Those parcels have the following Tax ID/parcel Nos.:

K-13-7-ANNEX (owner: Local Building Authority of KCWCD);
K-13-7-1-ANNEX (owner: KCWCD); and
K-16-20A-ANNEX (owner: KCWCD);

WHEREAS, the District, through its representative, has applied for and received a building permit to construct restrooms, a storage room, and a viewing plaza, which project has been referred to as the "Stellar Vista Observatory Phase 1" (hereinafter "Stellar Vista Observatory" or the "Project") on the north end of the Property (see Exhibit B);

WHEREAS, the project requires the construction and installation of approximately a 1,700 ft. water line from an existing connection on or near what is commonly referred to as the Connector Trail for the Sherry Bell Trail and Reservoir Road extending to the Project site, as depicted in Exhibit B;

WHEREAS, Kanab City Standard Specifications for Design & Construction, adopted in 2022 (hereinafter "Design Standards") require that Owner construct and install the water line using "Solid Wall PVC, AWWA C-900" (hereinafter referred to as "C-900" pipe) [*see* Design Standards, § 2.10(J)(3)(a)];

WHEREAS, for the purpose of saving on costs, Owner desires to use an alternative to the C-900 pipe requirement and the City desires to grant an exception as set forth in this Agreement;

WHEREAS, on October 6, 2026, the Kanab City Planning Commission met, held a duly noticed public meeting, and considered this Agreement, thereafter sending its recommendation to the City Council;

WHEREAS, on October 13, 2026, the Kanab City Council met, held a duly noticed public hearing, and considered this Agreement, during which time the Planning Commission's recommendation, City staff's input, and any public input received were considered;

WHEREAS, there are presently no applicable land use regulations or plans currently under review or reconsideration in relation to the Property, and there are no legal challenges to the validity of such regulations or plans pending;

WHEREAS, the Parties desire to enter into this Agreement to set forth their respective understandings and agreements with regard to the Property and the specific terms and conditions regarding its development;

WHEREAS, to allow development of the Property for the benefit of the Owner, to ensure City that the development will conform to applicable policies set forth in the General Plan and City Ordinances, and to address concerns of property owners in proximity to the Property, Owner and City are each willing to abide by the terms and conditions set forth herein;

WHEREAS, the Owner acknowledges and accepts that as a condition of the concessions being made by the City, as outlined in this Agreement, the Owner is giving up certain rights that are otherwise afforded those owners of real property within Kanab City;

WHEREAS, acting pursuant to its legislative authority under Utah Code § 10-20-101, et seq., the Kanab City adopted ordinances, and after (i) all required public notice and hearings and (ii) execution of this Agreement by Owner, the City Council, in exercising its legislative discretion and authority, has determined that entering into this Agreement furthers the purposes of the City's General Plan and intents expressed in through the City's ordinances; and

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

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, undertakings, agreements, and covenants herein contained, the validity and sufficiency of which and the consideration therefor are expressly acknowledged by each of the parties, the Parties agree as follows:

A. Recitals. The preceding recitals are herein adopted and incorporated by reference, as if fully set forth herein.

B. Definitions.

"HDPE" refers to high-density polyethylene pipe, which is a strong, flexible plastic tube used for water supply.

C. **Development Plan.** Except as otherwise permitted in this Agreement, the Property shall be developed in accordance with the Kanab City General Plan and the Kanab City Land Use and Subdivision Ordinances and Design Standards, any submitted and approved applications and plans, and the terms and conditions of this Agreement. A visual depiction of only an aspect of the Owner's development plan is depicted in Exhibit B, attached hereto and incorporated by reference. As part of the Owner's construction of the Project, the Owner shall construct and install a water line connecting the Project facilities to an existing water line, which construction and installation shall meet the approval of the Kanab City Public Works Director.

D. Duties of Owner and City. The Parties agree to the following as it relates to the water line construction and installation portion of the Project:

1. The Owner shall be permitted to use HDPE pipe in lieu of the required C-900 pipe required by Kanab City's Design Standards, only as it relates to this Project (i.e., the Stellar Vista Observatory Phase 1).

2. The water line shall be restricted to connecting to the water infrastructure anticipated by the approved permit and plans of the Project (i.e., one restroom facility and fire hydrants).

3. The KCWCD shall be responsible for constructing and installing the HDPE pipe and any associated costs.

4. If the HDPE pipe fails at any time and for any reason, the KCWCD shall be required to repair or replace the pipe and related water infrastructure at the City's discretion and direction. The KCWCD shall be responsible for the costs of repair and replacement of the pipe.

5. Owner shall cooperate with and allow Grantee to loop or modify the waterline or other aspects of the Water Infrastructure in the future, with reasonable coordination.

6. The Owner grants the City a public utility easement over, across, and through the Property of sufficient width, acceptable and approved by the Public Works Director, for the purpose of inspecting and maintaining the water infrastructure, and replacement of the water infrastructure, if it becomes necessary. This grant of easement shall also include ingress and egress for the purpose of accessing the water infrastructure.

7. Approval of the use of HDPE for this Project does not establish it as an exception from Kanab City's Design Standards, and the requirement to use C-900 pipe, for other developments or projects on the Property or elsewhere within Kanab City by the Owners or others.

8. Except as outlined in this Agreement, no other exceptions or deviations from Kanab City's ordinances are being approved. All other approvals and acceptance must be sought and received, as required by State law and Kanab City ordinances.

E. <u>Miscellaneous Provisions</u>

1. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. A facsimile, scanned, or valid digital signature shall also constitute an original signature of this Agreement (except where recordation may require otherwise). The Owner shall provide the City with a fully executed and recorded copy of the Agreement.

2. <u>Notices</u>. All notices and communications required by or pertaining to this Agreement shall be sent to the parties at the following addresses:

a. To Owner at:
ATTN: Executive Director

Kane County Water Conservancy District
725 E. Kane Plex Dr.
Kanab, Utah 84741
kanecowater@kcwcd.com

b. To City at:
City of Kanab
Attn: City Manager
26 N. 100 E.
Kanab, Utah 84741
citymanager@kanab.utah.gov

3. Authority to Execute Agreement. Each party hereto expressly warrants that it has the necessary authority to execute this Agreement on behalf of its governing board or board of directors, and that each signatory hereto has authority to execute this Agreement on behalf of the respective named party.

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

5. Severability. 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.

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

7. Headings and Interpretation. Paragraph headings contained herein are only for the convenience of the Parties. The substance and provisions hereof control without regard to the headings. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City. The Parties acknowledge that this Agreement has been negotiated and prepared

in an arms-length transaction and that all Parties have been deemed to have drafted this Agreement and this Agreement shall not be interpreted against any Party as the draftsman.

8. Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the Parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Owner; (ii) the development of the Property is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Owner shall have the full power and exclusive control of the Property subject to the obligations of Owner set forth in this Agreement.

9. The Parties agree to undertake such other acts and execute such other documents as may be reasonably necessary to affect the purpose and intent of this Agreement.

10. 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.

11. Term. The term of this Agreement shall commence upon October 13, 2026 ("Effective Date") and be perpetual restricted in length by law, in which case the Agreement shall endure the length of time permitted by law or fifty (50) years, whichever is longer. The covenants and obligations of the Owner shall run with the land and shall survive any termination of this Agreement.

12. 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.

13. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the Kanab City Council, taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.

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

F. Applicability of State Law and Kanab City Ordinances

1. This Agreement shall be governed by the laws in the State of Utah.

2. 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.

3. This Agreement does not exempt or override any procedure, process, necessary approvals, design standards, provisions 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.

4. The Owner shall be entitled to the application of the relevant local ordinances, laws, and fees in effect at the time a complete application is submitted, except as outlined or restricted herein.

5. The Owner shall cause the necessary application(s) with requisite supporting documentation and plans, preliminary and final if required, for administrative consideration and approval. For administrative applications, the City shall approve such application(s), site plan(s), plat(s), etc., if such items meet the standards and requirements outlined in applicable State Law and local ordinances.

6. 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.

G. Reserved Legislative Powers.

1. Nothing in this Agreement shall limit the future exercise of the police powers of the City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, fees, and regulations after the date of this Agreement. This Agreement is not intended to bind a future governing body of the City to a specific legislative decision.

2. Notwithstanding the retained power of the City to enact such legislation under its police power, such legislation shall not modify the Owner's rights as set forth herein, unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in Western Land Equities, Inc., v. City of Logan, 617 P.2d 388 (Utah, 1988), or successor case law or statute. Any such proposed change affecting

the Owner's rights shall be of general application to all development activity in the City. Unless the City declares an emergency, the Owner shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to development of the Property.

H. Default or Breach.

1. 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:

   a. A warranty, representation, or statement made or furnished by the Owner under this Agreement is intentionally false or misleading in any material respect when it was made; or
   b. A determination by the City made upon the basis of substantial evidence that the Owner has not complied in good faith with one (1) or more of the material terms or conditions of this Agreement; or
   c. 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.

2. 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 within 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.

3. 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.

I. Remedies

1. Defaults or Breach. Upon Default, as set forth in the preceding section above, the City may declare the Owner to be in breach of this Agreement, and the City: (i) may withhold approval of any or all building permits or certificates of occupancy applied for in the development of the Property, but not yet issued; and (ii) shall be under no obligation to approve

or to issue any additional building permits or certificates of occupancy for any building or project within the development or related to the Property until the breach has been corrected by Owner.

2. The Parties to this Agreement recognize that the City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event the Owner violates the rules, policies, regulations, or ordinances of the City or violates the terms of this Agreement, the City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty (30) days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Owner has used its reasonable best efforts to cure such violation within such thirty (30) days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under the law until such conditions have been rectified by the Owner. The City shall be free from any liability arising out of the exercise of its rights under this paragraph.

3. Any assertions of breach or default asserted by the Owner against the City shall be handled as a Land Use Appeal and addressed in accordance with the administrative appeal process outlined in Utah Code, Title 20, Part 11, and the Kanab City Land Use Ordinance, Chapter 3, as amended or superseded, and other applicable provisions of the Kanab City ordinances. All administrative processes and remedies must be exhausted prior to seeking judicial review of an appeal authority's final decision.

4. No Monetary Damages. The Parties acknowledge that the City would not have entered into this Agreement had such a decision increased the City's risk of exposure to monetary damage claims from the Owner for any breach thereof except as set forth herein. As such, the Parties agree that specific performance, as may be determined through the Kanab City administrative appeals process (the final decision of which is subject to review by a court of competent jurisdiction) is the only intended remedy for any breach of this Agreement. Accordingly, the Parties waive all other remedies in law or equity, including monetary damages (e.g., actual, future, and speculative damages, including economic, special, punitive, or other monetary damages), except as it relates to the obligations of a Party herein (e.g., the cost of repair/replacement of the HDPE pipe).

5. In the event of a dispute over or relating to the terms of this Agreement, or any Party's performance under this Agreement, the Parties in any action or proceeding brought in connection with such dispute or the enforcement of this Agreement shall cover their or its own costs, including reasonable attorney fees, whether incurred in litigation or otherwise.

6. The City and the KCWCD are governmental entities under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 et seq. (the "Immunity Act"). The Parties do not waive any defenses or limits of liability available under the Immunity Act and other applicable laws. The Parties maintain 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 an individual entity's privileges, immunities, and other rights granted by the Immunity Act and all other applicable laws.

7. If applicable, the Owner shall provide improvement completion assurances and improvement warranties for public landscaping improvements and public infrastructure improvements as authorized under Utah Code, Title 10, Chapter 20, and as outlined and required in Kanab City ordinances.

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

J. Binding Effect

1. This Agreement shall be recorded, putting future prospective purchasers on notice as to the terms and provisions contained herein, and shall bind and inure to the benefit of each party hereto and their successors and assigns in interest. This Agreement shall run with the property, binding all successors, heirs, and assigns to the property.

2. The Owner hereby waives any defenses, rights, or remedies that it might otherwise assert against the City in connection with: (i) the application of the rule against perpetuities to this Agreement; or (ii) any claim that the covenants in this Agreement recorded against the Owner's real property, parcel(s), and/or subdivided lot(s), and unit(s) are not covenants running with the land upon the Property. This waiver shall be binding upon and inure to the benefit of the successor and assigns of the Owner and the City.

3. If the Property is transferred ("Transfer") to a third party ("Transferee"), the Owner hereunder and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer (i) the Owner hereunder provides to the City a letter from the Transferee acknowledging the existence of this Agreement and the Transferee's agreement to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to the City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Owner under this Agreement, subject to the City's approval, and the persons and/or entities executing this Agreement as the Owner shall be released from any further obligations under this Agreement as to the transferred Property, once the appropriate documents are executed and recorded.

K. Hold Harmless.

1. The Owner agrees to and shall hold the City, its officers, agents, employees, consultants, special counsel, and representatives harmless from liability for damages, just compensation, restitution, or judicial or equitable relief that may arise from or are related to any activity connected with the development of the Property, including approval of the development and this Agreement; the direct or indirect operations of the Owner or its contractors,

subcontractors, agents, employees or other persons acting on its behalf which relates to the development of the Property; or which arises out of claims for personal injury, including health, and claims for property damage.

2. The agreements of the Owner shall not be applicable to any claim arising by reason of the negligence or intentional tort actions of the City.

3. The City shall give written notice of any claim, demand, action, or proceeding which is the subject of the Owner's hold harmless agreement as soon as practicable but not later than thirty (30) days after the assertion or commencement of the claim, demand, action, or proceeding. If any such notice is given, the Owner 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.

L. <u>Owner Acknowledgment</u>

1. The Owner affirmatively acknowledges that by entering into this Agreement, it is giving up some of the rights it has under the existing Kanab City Land Use ordinances, and possibly certain applicable state laws, and, if applicable, is specifically giving up the ability to develop the Property as would otherwise be permitted. The Owner acknowledges that it has been sufficiently advised of the rights it might otherwise have under federal, state, and/or local laws, which the Owner is giving up by entering into this Agreement.

2. The Owner acknowledges that it has been sufficiently advised orally and in writing by the City and Owner's own legal counsel (including by way of this written Agreement) of any and all rights "under clearly established state law" to which the Owner is entitled but conceding and giving up by entering into this Agreement, and will therefore be estopped from a future related claim, including claims brought under Utah law (e.g., claims of undisclosed or unknown right forfeited through this Agreement). [If a term of this written agreement could be interpreted or constructed to abridge the rights of the Owner, or seen in a light less favorable to the Owner, it should be considered as notice of a possible, if not an outright concession, or abridgment of the Developer's "clearly established" right(s).

3. The Owner further acknowledges that this Agreement is not a condition for the development of the Property; however, a development agreement may have been required pursuant to the Owner's request for a planned development, zone change, and/or exceptions to the City's ordinances to develop the Property as desired by the Owner. The Owner acknowledges there are other avenues for developing the Property without entering into this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on or before the day and year first above written.

[*Signatures on the following pages.*]

Owner:

KANE COUNTY WATER CONSERVANCY DISTRICT

_____
By: _____
Its: Chairman of the Board

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
:ss
COUNTY OF KANE)

On the ___ day of _____, 2026, personally appeared before me _____, who being by me duly sworn did say that he/she is the Chairman of the Board of the Kane County Water Conservancy District, and has the authority to sign for said Board/entity and is the signer of the above instrument, who duly acknowledged that he/she executed the same.

Given under my hand and seal this ____ day of _____, 2026.

_____
Notary Public
Commission expires: _____

Owner:

LOCAL BUILDING AUTHORITY OF KANE COUNTY WATER CONSERVANCY DISTRICT

_____
By: _____
Its: Chairman of the Board

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
:ss
COUNTY OF KANE)

On the ___ day of _____, 2026, personally appeared before me _____, who being by me duly sworn did say that he/she is the Chairman of the Board of Local Building Authority of Kane County Water Conservancy District, and has the authority to sign for said Board/entity and is the signer of the above instrument, who duly acknowledged that he/she executed the same.

Given under my hand and seal this ____ day of _____, 2026.

_____
Notary Public
Commission expires: _____

Kanab City
A Utah municipal corporation

Attest:

_____
COLTEN JOHNSON, Mayor

_____
CELESTE CRAM, City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss
COUNTY OF KANE)

On the ___ day of _____, 2026, personally appeared before me Colten Johnson, who being by me duly sworn did say that he is the Mayor of Kanab City and the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this ____ day of _____, 2026.

_____
Notary Public
Commission expires: _____

EXHIBIT A
Legal Description of the Property

K-13-7-ANNEX:

PARCEL 1: THE S/2NW/4SE/4: THE SW/4SE/4: THE SW/4: THE S/2NW/4: & THE NW/4NW/4 (SECT'L LOT 4): OF SEC 3 T44S R6W SLB&M. CONT 340.0 AC, M/L.
LESS: BEG AT THE SE COR OF SEC 4 T44S R6W SLB&M; TH S 89º40'00" E, 100.00 FT ALG THE SEC LINE; TH N 25.00 FT; TH N 75º28'07" W, 102.14 FT TO A FENCE COR; TH S 1º17'12" W, 50.06 FT TO THE PT OF BEG.
CONT 0.086 AC, M/L. (0102-816/818 - DEEDED TO WKCSSD #1)
LESS: BEG AT THE N 1/4 COR OF SEC 10 T44S R6W, SLB&M; TH N 89°04'59" W ALG THE SEC LINE A DISTANCE OF 48.15 FT TO A PT ON A NON TANGENT CURVE TO THE RIGHT OF WHICH THE RADIUS PT LIES S 83°00'27" E A RADIAL DISTANCE OF 267.00 FT, TH NE'LY ALG THE ARC OF SAID CURVE A DISTANCE OF 194.65 FT THROUGH A CENTRAL ANGLE OF 41°46'15"; TH N 48°45'48" E A DISTANCE OF 21.15 FT TO THE BEG OF A CURVE TO THE RIGHT HAVING A RADIUS OF 267.00 FT & A CENTRAL ANGLE OF 68°33'41", TH E'LY ALG THE ARC OF SAID CURVE A DISTANCE OF 319.50 FT; TH S 62°40'31" E A DISTANCE OF 155.40 FT, TO THE BEG OF A CURVE TO THE LEFT HAVING A RADIUS OF 983.00 FT & A CENTRAL ANGLE OF 26°36'59", TH E'LY ALG THE ARC OF SAID CURVE A DISTANCE OF 456.65 FT; TH S 89°17'30" E A DISTANCE OF 384.61 FT; TH S 00°55'22" W A DISTANCE OF 50.00 FT TO A PT ON THE N LINE OF SAID SEC 10; TH N 89°17'30" W ALG SAID LINE A DISTANCE OF 384.43 FT TO THE BEG OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,033.00 FT & A CENTRAL ANGLE OF 26°36'59", TH W'LY ALG THE ARC OF SAID CURVE A DISTANCE OF 479.87 FT; TH N 62°40'31" W A DISTANCE OF 155.40 FT TO THE BEG OF A CURVE TO THE LEFT HAVING A RADIUS OF 217.00 FT & A CENTRAL ANGLE OF 68°33'41"; TH W'LY ALG THE ARC OF SAID CURVE, A DISTANCE OF 259.67 FT; TH S 48°45'48" W A DISTANCE OF 21.15 FT TO THE BEG OF A CURVE TO THE LEFT HAVING A RADIUS OF 217.00 FT & A CENTRAL ANGLE OF 40°21'41", TH SW'LY ALG THE ARC OF SAID CURVE, A DISTANCE OF 152.86 FT TO A PT ON SAID SEC LINE; TH N 89°17'30" W ALG SAID LINE A DISTANCE OF 2.20 FT TO THE PT OF BEG.
CONT 1.71 AC, M/L. (0383-599/600)
LESS: COMM AT THE NW COR OF SEC 3 T44S R6W, SLB&M; TH S 01°01'30" W, ALG THE SEC LINE, A DISTANCE OF 1,460.34 FT; TH E, A DISTANCE OF 30.0 FT, TO THE PT OF BEG; TH N 54°54'03" E, A DISTANCE OF 149.60 FT; TH N 49°51'24" E, A DISTANCE OF 70.50 FT; TH N 63°16'38" E, A DISTANCE OF 28.00 FT; TH S 89°21'36" E, A DISTANCE OF 226.35 FT; TH S 51°05'06" E, A DISTANCE OF 65.50 FT; TH S 25°17'08" W, A DISTANCE OF 79.50 FT; TH S 37°07'02" W, A DISTANCE OF 427.00 FT; TH N 78°11'25" W, A DISTANCE OF 36.00 FT; TH N 46°00'33" W, A DISTANCE OF 31.50 FT; TH N 77°01'24" W, A DISTANCE OF 137.07 FT; TH N 01°01'30" E, A DISTANCE OF 252.00 FT TO THE PT OF BEG. (CONT 3.21 AC 0441-546)
LESS: COMM AT THE W 1/4 COR OF SEC 3 T44S R6W, SLB&M; TH S 89°21'32" E, ALG THE CENTER SEC LINE A DISTANCE OF 2,004.12 FT; TH N 00°00'00" E, A DISTANCE OF 150.65 FT TO THE PT OF BEG; TH N 66°21'10" W, A DISTANCE OF 66.04 FT; TH N

47°55'15" W, A DISTANCE OF 69.39 FT: TH N 38°53'04" W, A DISTANCE OF 19.91 FT; TH N 0°13'08" W, A DISTANCE OF 23.51 FT; TH N 25°35'39" E, A DISTANCE OF 66.97 FT: TH N 23°11'55" E, A DISTANCE OF 49.50 FT; TH N 10°00'29" W, A DISTANCE OF 34.53 FT; TH N 31°38'23" W, A DISTANCE OF 58.14 FT; TH N 47°14'09" W, A DISTANCE OF 37.12 FT; TH N 57°24'44" E, A DISTANCE OF 193.48 FT; TH N 89°21'20" E, A DISTANCE OF 211.50 FT, TO THE BEG OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS PT LIES N 64°20'03" E, A RADIAL DISTANCE OF 328.00 FT; TH SE'LY ALG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°30'25", A DISTANCE OF 71.60 FT; TH S 38°10'22" E, A DISTANCE OF 166.41 FT; TH S 30°42'47" W, A DISTANCE OF 126.00 FT; TH S 56°51'29" W, A DISTANCE OF 105.14 FT; TH S 72°36'24" W, A DISTANCE OF 43.49 FT; TH S 59°35'40" W, A DISTANCE OF 96.82 FT; TH S 44°26'37" W, A DISTANCE OF 36.42 FT; TH N 89°08'42" W, A DISTANCE OF 33.50 FT; TH N 71°46'45" W, A DISTANCE OF 40.01 FT TO THE PT OF BEG. (CONT 3.63 AC 0441-546)

PARCEL 2: COMM AT THE E 1/4 COR OF SEC 3 T44S R6W, SLB&M; TH N 89*20'12" W ALG THE CENTER SEC LINE A DISTANCE OF 1,306.86 FT TO THE PT OF BEG; TH S 00*55'22" W ALG THE 1/16 SEC LINE A DISTANCE OF 660.76 FT; TH N 89*20'51" W A DISTANCE OF 1,308.88 FT TO A PT ON THE CENTER SEC LINE OF SAID SEC 3; TH N 00*54'45" E ALG SAID LINE A DISTANCE OF 902.50 FT TO A PT ON A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS PT LIES N 24*26'42" E A RADIAL DISTANCE OF 270.0 FT; TH E'LY ALG THE ARC OF SAID CURVE A DISTANCE OF 249.74 FT THROUGH A CENTRAL ANGLE OF 52*59'50"; TH N 61*23'04" E A DISTANCE OF 907.30 FT TO THE BEG OF A NON TANGENT CURVE TO THE RIGHT, THE RADIUS PT OF WHICH BEARS S 28*21'16" E A RADIAL DISTANCE OF 350.0 FT, TH E'LY ALG THE ARC OF SAID CURVE, A DISTANCE OF 292.60 FT, THROUGH A CENTRAL ANGLE OF 47*53'55" TO A PT ON THE 1/16 SEC LINE; TH S 01*13'50" W ALG SAID LINE A DISTANCE OF 721.78 FT TO THE PT OF BEG. CONT 34.43 AC, M/L.
ALSO: COMM AT THE E 1/4 COR OF SEC 3 T44S R6W, SLB&M; TH N 89*20'12" W ALG THE CENTER SEC LINE A DISTANCE OF 1,306.86 FT TO THE PT OF BEG; TH S 89*20'12" E A DISTANCE OF 594.11 FT; TH S 34*18'10" E A DISTANCE OF 31.04 FT TO THE BEG OF A CURVE TO THE RIGHT HAVING A RADIUS OF 350.0 FT; TH S'LY ALG THE ARC OF SAID CURVE A DISTANCE OF 332.66 FT THROUGH A CENTRAL ANGLE OF 54*27'26"; TH S 20*09'16" W A DISTANCE OF 228.75 FT TO THE BEG OF A CURVE TO THE LEFT HAVING A RADIUS OF 270.0 FT; TH S'LY ALG THE ARC OF SAID CURVE A DISTANCE OF 188.72 FT THROUGH A CENTRAL ANGLE OF 40*02'48"; TH S 19*53'31" E A DISTANCE OF 476.04 FT TO THE BEG OF A CURVE TO THE RIGHT HAVING A RADIUS OF 350.0 FT; TH S'LY ALG THE ARC OF SAID CURVE A DISTANCE OF 464.35 FT THROUGH A CENTRAL ANGLE OF 76*00'53"; TH S 56*07'22" W A DISTANCE OF 539.58 FT TO THE BEG OF A CURVE TO THE LEFT HAVING A RADIUS OF 425.0 FT; TH S'LY ALG THE ARC OF SAID CURVE A DISTANCE OF 409.45 FT THROUGH A CENTRAL ANGLE OF 55*12'00" TO A PT ON THE 1/16 SEC LINE; TH N 00*55'22" E ALG SAID LINE A DISTANCE OF 2,254.37 FT TO THE PT OF BEG. CONT 27.77 AC, M/L.

PARCEL 3: BEG AT THE E 1/4 COR OF SEC 4 T44S R6W SLB&M, UTAH & RUN TH S 89*25'45" W 82.5 FT ALG THE 1/4 SEC LINE; TH N 0*15'58" W 658.37 FT; TH N 89*25'45" E 82.5 FT TO THE SEC LINE; TH S 0*15'58" E 658.37 FT TO THE PT OF BEG. CONT 1.25 AC, M/L. (SEC 4)
ALSO: COMM AT THE SE COR OF SEC 4 T44S R6W, SLB&M; TH N 00*59'30" E ALONG THE SEC LINE A DISTANCE OF 2,633.16 FT; TH W A DISTANCE OF 82.512 FT TO THE PT OF BEG; TH N 88*50'53" W A DISTANCE OF 14.77 FT; TH N A DISTANCE OF 210.81 FT; TH E A DISTANCE OF 18.55 FT; TH S 01*01'28" W A DISTANCE OF 211.14 FT TO THE PT OF BEG. CONT 0.08 AC, M/L. (SEC 4 & COUNTY) LEAVING 394.93 AC, M/L.

PARCEL 4: BEG AT THE SE COR OF SEC 4 T44S R6W SLB&M, & RUN; TH ALG THE E SEC LINE N 00°59'39" E 760.00 FT; TH N 89°26'30" W 250.00 FT; TH S 00°59'39" W 760.00 FT TO THE S SEC LINE; TH ALG SAID LINE S 89°26'30" E 250.00 FT TO THE PT OF BEG; CONT 4.36 AC (M/L). LEAVING 399.29 AC M/L

SUBJ TO A 15' POWERLINE EASEMENT, WITH 7.50 FT BEING ON BOTH SIDES OF THE FOLLOWING DESC'D CENTERLINE: COMM AT THE E 1/4 COR OF SEC 3 T44S R6W SLB&M; TH, ALG THE E-W 1/4 LINE, N89°21'28"W 1327.36 FT; TH N00°38'32"E 727.80 FT, TO THE PT OF BEG, & RUN; TH S07°15'36"W 68.84 FT; TH N89°21'53"W 74.91 FT, TO THE BEG OF A CURVE; TH, ALG THE CURVE TO THE LEFT, 112.15 FT, HAVING A RADIUS OF 275.00 FT, A CENTRAL ANGLE OF 23°21'56" & WHOSE LONG CHORD BEARS S78°57'09"W 111.37 FT; TH S67°16'12"W 115.36 FT; TH S59°53'16"W 372.59 FT; TH S61°14'46"W 419.31 FT, TO THE BEG OF A CURVE; TH, ALG THE CURVE TO THE RIGHT, 205.03 FT, HAVING A RADIUS OF 395.00 FT, A CENTRAL ANGLE OF 29°44'23" & WHOSE LONG CHORD BEARS S76°06'57"W 202.73 FT; TH N89°00'51"W 82.09 FT; TH S62°57'58"W 171.17 FT, TO THE PT OF ENDING. (0656-263/271)

Child Accounts 0177934

Child Parcels K-13-7A-ANNEX

Parent Accounts
073208
0147663
0073331

Parent Parcels 4-6-3-1
4-6-4-1
k-13-7-1-ANNEX
K-13-8-ANNEX

[Legal description continues on following page.]

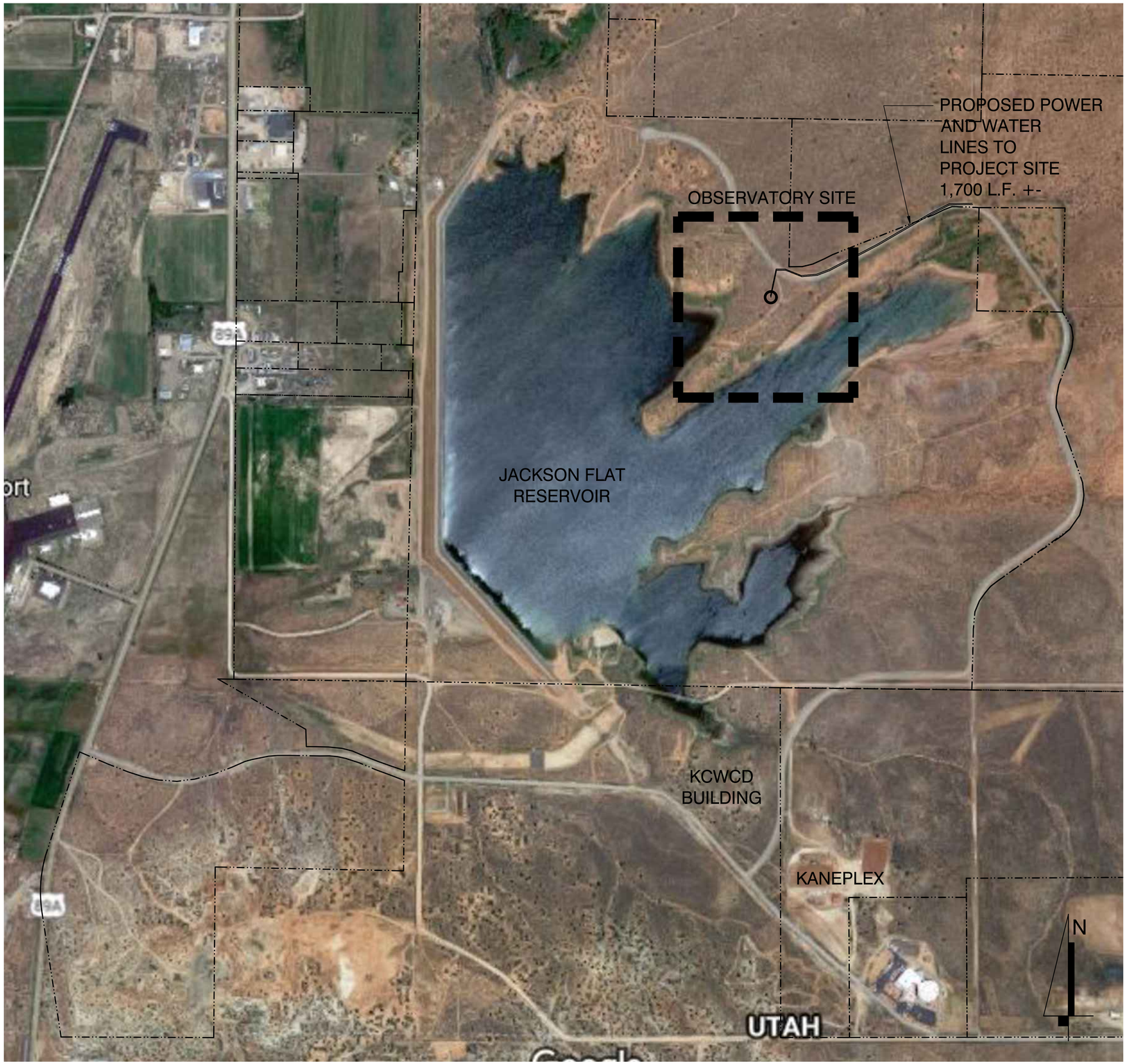
K-13-7-1-ANNEX:

PARCEL 1: THE S/2S/2NE/4NE/4 OF SEC 3 T44S R6W, SLB&M, CONT 10.0 AC,M/L.
PARCEL 2: BEG AT THE E 1/4 COR OF SEC 3 T44S R6W, SLB&M; & RUN TH W 460.35 FT ALG THE CENTER SEC LINE; TH N 1,320.0 FT TO THE N LINE OF THE SE/4NE/4; TH E 460.35 FT TO THE E LINE OF SAID SEC 3; TH S 1,320.0 FT TO THE PT OF BEG. CONT 13.95 AC, M/L.
PARCEL 3: BEG AT A PT 460.0 FT W FROM THE E 1/4 COR OF SEC 3 T44S R6W, SLB&M; & RUN TH W 859.65 FT TO THE W LINE OF THE SE/4NE/4; TH N 1,320.0 FT TO THE N LINE OF THE SE/4NE/4; TH E 859.65 FT; TH S 1,320.0 FT TO THE PT OF BEG. CONT 26.05 AC, M/L
LESS 10.0 AC,M/L, DEEDED TO KCWCD, LEAVING 16.05 AC, M/L.
PARCEL 4: THE SW/4NE/4; THE N/2NW/4SE/4, & THE E/2SE/4 OF SEC 3 T44S R6W, SLB&M, CONT 140.0 AC, M/L.
LESS 62.20 AC,M/L, DEEDED TO KCWCD.
LESS THE S 66.0 FT OF THE SE/4SE/4 DEEDED TO KANAB CITY (2 AC), LEAVING 75.80 AC,M/L.
Child Accounts 0174959
Child Parcels K-13-RD-ANNEX
Parent Accounts 0073141
0073174
0136971
0073166
Parent Parcels K-13-7-ANNEX
K-16-20-ANNEX
K-16-21-ANNEX
K-16-19-ANNEX PART OF

K-16-20A-ANNEX:

COMM AT THE E 1/4 COR OF SEC 3 T44S R6W, SLB&M; TH N 89*20'12" W ALONG THE CENTER SECTION LINE A DISTANCE OF 1,306.86 FT TO THE PT OF BEG; SAID PT BEING THE SW COR OF THE SE/4NE/4 SAID SEC 3; TH N 01*13'50" E ALONG THE 1/16TH SEC LINE A DISTANCE OF 721.78 FT; TH N 89*54'48" E A DISTANCE OF 600.61 FT; TH S 01*13'51" W A DISTANCE OF 729.64 FT TO A PT ON THE CENTER SECTION LINE; TH N 89*20'12" W ALONG SAID LINE A DISTANCE OF 600.47 FT TO THE PT OF BEG. CONT 10.0 AC, M/L.
Child Accounts
Child Parcels
Parent Accounts 0073174
Parent Parcels K-16-20-ANNEX

EXHIBIT B
Visual Depiction of Water Line Location



VICINITY SITE PLAN | SCALE: N.T.S. | 1

MESA DESIGN
ARCHITECTURE

SUITE 101
406 E 300 SOUTH
KANAB, UTAH 84741

435-899-9737 TELE
CONTACT@MESADESIGN.NET
WWW.MESADESIGN.NET

LICENSED ARCHITECT
Robert F. Kaczowka
No. 5205433
DATE: 01/14/2026
STATE OF UTAH

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 PLAN.

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

STELLAR VISTA OBSERVATORY

STELLAR VISTA
OBSERVATORY
KANAB UTAH

PHASE 1

SITE PLAN- VICINITY

REVISIONS

DATE: 08/22/2025

A1.1

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

City Council
Arlon Chamberlain
Chris Heaton
Boyd Corry
Peter Banks
Steve Shrope

Kanab City Council Staff Report

File Number PLANTEXT26-009

Date:	**October 7, 2026**
Meeting Date:	**October 13, 2026**
Agenda Item:	**PUBLIC HEARING Discuss, approve or deny a text amendments for Land Use Ordinances, Chapter 4 – Supplemental Regulations, Section 4-15 Clear Sight Triangle**

Attachments:

- **Exhibit A: Applicant Text Amendment Suggestions**
- **Exhibit B: Land Use Ordinance Chapter 4-15 REDLINE**

Summary:

Applicant, Ryan Cain from YESCO, representing Kane County has a proposed text amendment for Chapter 4 – Supplemental Regulations, Section 4-15 Clear Sight Triangle.

The proposed amendments include changes to reduce the sight view triangle to allow the commercial district to use the corner of their property but accomplish the intent and safety requirements of the clear sight triangle.

Planning Commission:

Staff discussed the application and reason for the petition for the text amendments. Discussions included the proposed language and reviewing other municipality's clear view sight triangle requirements. There was discussion on how to measure and address properties without curb but had public right of ways overlapping the property lines. Planning Commission made a positive recommendation to use the proposed language from the applicant changing the two points measured to 30-feet from curb and gave the staff the authority to clean up the language for properties without curb that also addresses property lines with overlapping rights of way.

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

KANAB
UTAH

City Council
Arlon Chamberlain
Chris Heaton
Boyd Corry
Peter Banks
Steve Shrope

Suggested Motions:

I make a motion to approve the proposed text amendments in Kanab City Land Use Ordinance−Chapter 4-15 identified in exhibit B of the staff report for PLANTEXT26-009 and adopt ordinance 10-XX-26 O.

I make a motion to approve the proposed text amendments in Kanab City Land Use Ordinance−Chapter 4-15 identified in exhibit B of the staff report for PLANTEXT26-009 and adopt ordinance 10-XX-26 O with the following amendments:

I move to send a negative recommendation to City Council.

I move to continue the discussion to the following meeting.

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

KANAB
UTAH

City Council
Arlon Chamberlain
Chris Heaton
Boyd Corry
Peter Banks
Steve Shrope

Exhibit A: Applicant Text Amendment Suggestions

Text Amendment to Land Use Ordinance 4-15

Current with Redlines:

Section 4-15 Clear View of Intersecting Street

At every intersection there shall be a triangular area (shown in Figure 1 of this section) deemed to be a clear sight triangle. ~~The clear sight triangle shall be determined by the intersecting centerlines and a diagonal line connecting the two points, one at each centerline. The length of each centerline shall be determined as follows: seventy five (75') feet from the intersection of such centerlines for a street with a local classification; one hundred (100') feet from the intersection of such centerlines for a street with a collector classification; and one hundred fifty (150') feet from the intersection of such centerlines for a street with an arterial classification.~~

Adopted January 22, 2008; Amended April 14, 2026

Kanab

Land Use Ordinance

Chapter 04 – Supplementary Regulations

In residential and commercial districts, a clear unobstructed vision at the corners of intersecting streets shall be maintained between the height of two (2) feet and seven (7) feet above the established elevation at the intersecting property lines nearest the corner.

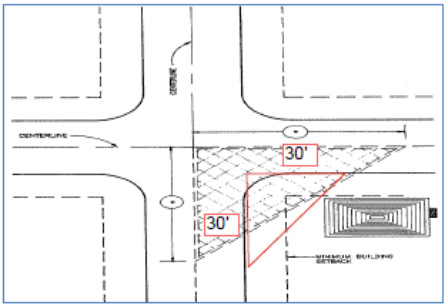


Figure 1 - Clear View of Intersecting Street

Office

435-628-0350 » Phone

4679 River Road,
St. George, UT 84790

SINCE 1920 YESCO

YESCO Custom Electric Signs℠

PROPOSED LANGUAGE

Section 4-15 Clear View of Intersecting Street

At every intersection there shall be a triangular area (shown in Figure 1 of this section) deemed to be a clear sight triangle. The clear view area is a triangular area formed by the perpendicular intersection of the curb face at the corner (or property lines on parcels without curb) and two points measuring 30 feet down each curb face.

Office

435-628-0350 » Phone

4679 River Road,
St. George, UT 84790

SINCE 1920 YESCO

EXAMPLES FROM OTHER NEIGHBORING CITIES

Cedar City Code:

SECTION 26-IV-3. Clear View of Intersecting Streets

In all zones which require a front yard, no obstruction which will obscure the view of automobile drivers shall be placed on any corner lot within a triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines.

Office

435-628-0350 » Phone

4679 River Road,
St. George, UT 84790

St George City Code:

9-13-7: GENERAL REGULATIONS:

A. *Signs Not To Constitute Traffic Hazard:* No sign or other advertising structure shall be erected at the intersection of any streets in such a manner as to obstruct free and clear vision; or at any location where by reason of the position, shape or color, it may interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device, or which makes use of the words "stop," "drive in," "danger" or any other words, phrases, symbols or characters in such a manner as to interfere with, mislead or confuse traffic. In general, no sign shall be placed within a triangular area with legs thirty feet (30') in length measured along the property lines at a corner.

Office

435-628-0350 » Phone

4679 River Road,
St. George, UT 84790

YESCO Custom Electric Signs℠

Kanab City Land Use Ordinance 4-15 Clear View of Intersecting Street

Reason:

The current ordinance as written creates undue hardship to corner properties in commercial zones where signs, landscaping, or other potential obstructions to clear viewing needs are set further back than is necessary to accomplish the intent and safety requirements of a clear view site triangle.

How does the proposal promote the objective of the ordinance:

The ordinance is intended to provide balance to the health, safety, convenience, order prosperity, and welfare of the present and future inhabitants of Kanab. This includes providing for successful commercial development while maintaining the safety of motorists and pedestrians. This proposal helps strike that balance where a commercial property may utilize that portion of their corner property for signage, landscaping or other, but not to the degree that it jeopardizes the safety of motorists and pedestrians passing through the intersections.

Office

435-628-0350 » Phone

4679 River Road,
St. George, UT 84790

SINCE 1920 YESCO

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

KANAB
UTAH

City Council
Arlon Chamberlain
Chris Heaton
Boyd Corry
Peter Banks
Steve Shrope

Exhibit B: Land Use Ordinance
Chapter 4-15 REDLINE

Kanab

Land Use Ordinance

Chapter 04 – Supplementary Regulations

Lots or parcels
- 4-1 Substandard Lots at Time of Ordinance Passage
- 4-2 Lot Standards
- 4-3 Cul-de-Sac Lot Frontage Requirements
- 4-4 Highway Corridor Setbacks
- 4-5 Every dwelling to be on a Lot – Exceptions
- 4-6 Yard Space for One Building Only
- 4-8 Sale or Lease of Required Space
- 4-9 Minimum Lot Size Required for Subdivision

Buildings, Dwellings, and Yard Setbacks
- 4-7 Residential Occupancy Standards
- 4-10 Area of Accessory Buildings – Guest Houses
- 4-11 Building Height Calculation
- 4-12 Exceptions to Building Height Limitations
- 4-13 Minimum Height of Main Buildings
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Miscellaneous development standards
- 4-15 Clear View of Intersecting Street
- 4-16 Maximum Height of Fences, Walls, and Hedges
- 4-17 Water and Sewer Requirements
- 4-18 Curbs, Gutters and Sidewalks
- 4-19 Effect of Official Map
- 4-20 Flag Lots - Special Provisions
- 4-21 Private Lanes - Special Provisions
- 4-22 Temporary Lodging
- 4-25 Domestic Farm Animals
- 4-26 Residential Zones Design Standards
- 4-27 American National Standard Manufactured Home Installations
- 4-29 Streets and Trails Connectivity
- 4-32 Outdoor Residential Lighting

Home Occupations, Group Homes, Leasing Property, R&D, and IADUs
- 4-23 Handicapped Residential Facilities
- 4-24 Elderly Residential Facilities
- 4-28 Home Occupations
- 4-30 Residential Facilities for Persons with Disability
- 4-31 Research and Development Activities
- 4-33 Short Term Leases of Residential Properties
- 4-34 Internal Accessory Dwelling Units
- 4-35 Archery Range

Adopted January 22, 2008; Amended April 14, 2026

Section 4-15 Clear View of Intersecting Street

At every intersection there shall be a triangular area (shown in Figure 1 of this section) deemed to be a clear sight triangle. ~~The clear sight triangle shall be determined by the intersecting centerlines and a diagonal line connecting the two points, one at each centerline. The length of each centerline shall be determined as follows: seventy-five (75') feet from the intersection of such centerlines for a street with a local classification; one hundred (100') feet from the intersection of such centerlines for a street with a collector classification; and one hundred fifty (150') feet from the intersection of such centerlines for a street with an arterial classification.~~

The clear view area is a triangular area formed by the perpendicular intersection of the curb face at the corner and two points measuring 30-feet down each curb face.

In areas where curb is not required or installed, the clear view triangular area shall be formed by the perpendicular property lines at the corner and two points measured thirty (30) feet along the applicable property lines.

Where a recorded easement or prescriptive easement for a public street, roadway, or right-of-way overlaps with or extends beyond the property line, the boundary of such easement nearest the subject property shall be used in place of the property line for purposes of establishing and measuring the clear view triangular area. The clear view triangle shall extend thirty (30) feet along the applicable easement boundaries from the point at which such boundaries intersect.

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In residential and commercial districts, a clear unobstructed vision at the corners of intersecting streets shall be maintained between the height of two (2) feet and seven (7) feet above the established elevation at the intersecting property lines nearest the corner.

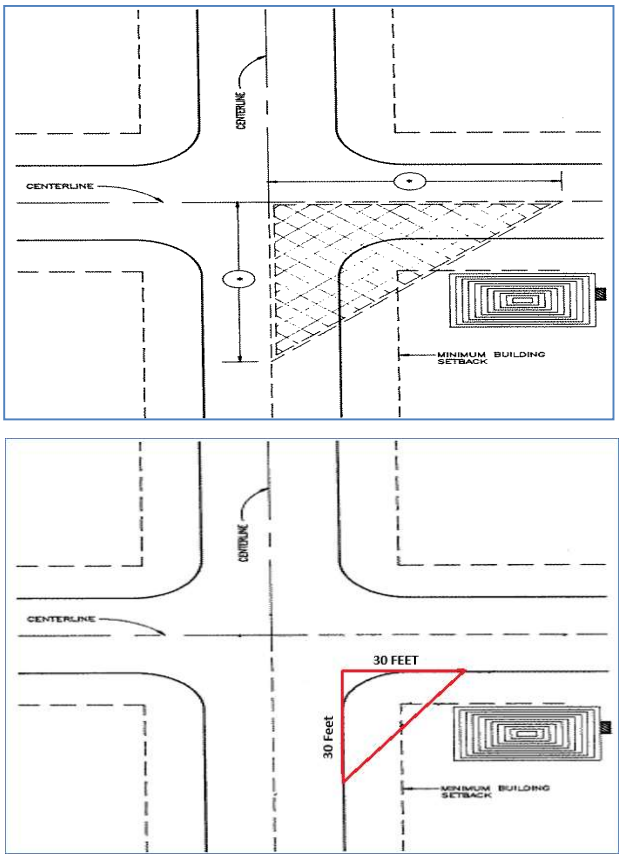


Figure 1 - Clear View of Intersecting Street

Mayor
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Boyd Corry
Peter Banks

KANAB
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City Manager
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City Attorney
Kent Burggraaf
City Recorder
Celeste Cram
City Treasurer
Danielle Ramsay

DATE: October 13, 2026
TO: Mayor and City Council
SUBJECT: AFG Ladder Truck Grant
PREPARED BY: Kyler Ludwig, City Manager

Background:

Kanab City has been awarded $741,282.85 through the Federal Emergency Management Agency (FEMA) Fiscal Year 2025 Assistance to Firefighters Grant (AFG) for the purchase of a new aerial fire apparatus. The grant requires a minimum local match of $37,064.15.

The grant will assist the Kanab City Fire Department in acquiring a new 100–110-foot aerial quint apparatus. The proposed apparatus will provide elevated firefighting and rescue capabilities, while also functioning as a traditional fire engine with pumping and water storage capabilities.

The City is continuing to pursue additional project funding through the Utah Permanent Community Impact Fund Board (CIB) to address the anticipated total cost of the apparatus (1.8 million).

Due to extended manufacturing and delivery timelines for specialized fire apparatus, which may exceed 24 months, staff recommends initiating the competitive procurement process while additional funding efforts continue.

Analysis:

The FEMA award represents a significant opportunity to offset the cost of acquiring a new aerial fire apparatus. The approved grant scope includes a 100–110-foot aerial ladder, a 1,500–2,000 GPM fire pump, onboard water storage, and additional firefighting and safety equipment.

Fire apparatus manufacturing lead times have increased substantially, with delivery potentially taking two years or longer following execution of a purchase agreement. Delaying the procurement process until all funding sources are finalized could further extend the time necessary to place the apparatus into service.

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FEMA requires recipients to comply with federal procurement standards in addition to the conditions of the grant award. The procurement process must provide for full and open competition and comply with applicable federal, state, and local purchasing requirements.

FEMA Region 8 has established specific requirements for vehicle acquisitions, including:

- A purchase contract identifying a specific calendar delivery date and a penalty of at least $100 per day for late delivery.
- Submission of the executed purchase contract to FEMA.
- Compliance with applicable NFPA apparatus standards.
- Completion of required procurement and delivery activities within the approved grant period of performance, unless an extension is approved by FEMA.

At this time, staff is requesting authorization to develop final apparatus specifications and solicit competitive bids. Following receipt and evaluation of bids, staff will return to the City Council with the proposed vendor, total purchase price, identified funding sources, and recommendation for contract award.

Legal:

The procurement process will be conducted in accordance with applicable federal grant requirements and Kanab City's purchasing policies.The final procurement documents and purchase agreement will be reviewed for applicable federal contractual provisions and grant compliance.

Financial:

FEMA AFG Federal Award	$741,282.85
Required Local Match	$37,064.15
Total Approved Grant Budget	$778,347.00

Recommendations/Actions:

It is recommended that the City Council:

1. Accept the FEMA Assistance to Firefighters Grant award in the amount of $741,282.85, including the required local match of $37,064.15.

2. Authorize City staff to prepare specifications and solicit competitive bids for a new aerial fire apparatus in accordance with applicable federal grant requirements.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/21/2026

Kyler Ludwig
CITY OF KANAB
26 N 100 E
KANAB, UT 84741

EMW-2025-FG-04210

Dear Kyler Ludwig,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2025 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of $741,282.85 in Federal funding. As a condition of this award, you are required to contribute non-Federal funds equal to or greater than $37,064.15 for a total approved budget of $778,347.00. Please see the FY 2025 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2025 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Associate Administrator (A)
FEMA Resilience

Cynthia Spishak

Acting Associate Administrator
Resilience

Summary Award Memo

Program: Fiscal Year 2025 Assistance to Firefighters Grant
Recipient: CITY OF KANAB
UEI-EFT: TY2WCRYTMAL6
Award number: EMW-2025-FG-04210

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2025 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	$0.00
Fringe benefits	$0.00
Travel	$0.00
Equipment	$778,347.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Indirect charges	$0.00
Federal	$741,282.85
Non-federal	$37,064.15
Total	$778,347.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2025 FG NOFO.

Approved request details:

Vehicle acquisition

Quint

DESCRIPTION

The Kanab City Fire Department requests a 100–110 foot aerial quint apparatus built to the current NFPA 1901 Standard for Automotive Fire Apparatus. The apparatus will be constructed on a fire apparatus chassis with a fully enclosed cab seating a minimum of four (up to six) personnel, with all seating positions equipped with seat belts and SCBA seat provisions. The unit will be powered by a diesel engine rated at a minimum of 500 horsepower paired with an automatic transmission. The aerial device will be a 100–110 foot ladder (straight, articulating, or platform configuration as bid) equipped with a pre-piped waterway rated at 1,000 GPM or greater at the tip, meeting NFPA tip-load requirements, with full instrumentation and controls at the turntable and a heavy-duty outrigger/stabilizer system. The apparatus will include an NFPA-rated fire pump of 1,500 to 2,000 GPM with pump test certification, and a poly water tank of 300 to 500 gallons meeting NFPA standards, with an optional Class A foam system available. The apparatus will be equipped with NFPA-compliant emergency warning lights and scene lighting, an onboard generator, full equipment compartmentation, and standard safety systems, including a backup camera. The final configuration will accommodate the Kanab City Fire Department's station dimensions, apron, and turning requirements, and will be specified to allow competitive bidding among qualified apparatus manufacturers.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	$778,347.00	$778,347.00	Equipment

Agreement Articles

Program: Fiscal Year 2025 Assistance to Firefighters Grant
Recipient: CITY OF KANAB
UEI-EFT: TY2WCRYTMAL6
Award number: EMW-2025-FG-04210

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Article 1	**Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications** I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed.
Article 2	**General Acknowledgements and Assurances** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.
Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	**Activities Conducted Abroad** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	**Best Practices for Collection and Use of Personally Identifiable Information** (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8	**CHIPS and Science Act of 2022, Public Law 117-167 CHIPS** (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.
Article 10	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11 **Communication and Cooperation with the Department of Homeland Security and Immigration Officials**

(1) The Department of Homeland Security will analyze whether the conditions in this section will be applied to any grant program in a way that is consistent with the specific statutes that apply to each grant program because the purpose of each grant program has a nexus to immigration activities, law enforcement, or national security, including preventing and responding to acts of terrorism and extremism, and DHS may tailor the conditions in this section to a specific grant program. DHS will clarify in the grant documents whether and how the terms in this section apply to each grant. (2) Where applicable, recipients and subrecipients of funds under an award must agree that they will comply with the following requirements related to coordination and cooperation with DHS and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. §§ 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) They will honor requests for cooperation with immigration detainers, including requests for information regarding criminal history, expected release date, actual release date, detention location, nationality, residence, and employment; and requests for short-term detention of not more than 48 hours of an alien pursuant to a valid detainer to allow DHS to assume custody. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. They will not prohibit voluntary cooperation with DHS under 8 U.S.C. § 1357(g). (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (3) By accepting the grant award, recipients are certifying that: They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration by establishing or maintaining programs providing direct financial support or public benefits to illegal immigrants. (a) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States. (4) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or

	contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (5) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.
Article 12	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
Article 13	**Debarment and Suspension** Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 14	**Drug-Free Workplace Regulations** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 15	**Duplicative Costs** Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

Article 16	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
Article 17	**Energy Policy and Conservation Act** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 18	**Equal Treatment of Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 19	**Anti-Discrimination** Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.
Article 20	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 21	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
Article 22	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

Article 23	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 24	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 25	**John S. McCain National Defense Authorization Act of Fiscal Year 2019** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
Article 26	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article 27	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
Article 28	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 29	**National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254** (1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of $50 million per year.”
Article 30	**Non-Supplanting Requirement** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 31	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 32	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 33	**Presidential Executive Orders** Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.
Article 34	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 35	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 36	**Reporting Recipient Integrity and Performance Matters** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
Article 37	**Reporting Subawards and Executive Compensation** For federal awards that total or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38 **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39	**SAFECOM** Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
Article 40	**Subrecipient Monitoring and Management** Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
Article 41	**System for Award Management and Universal Identifier Requirements** Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 42	**Termination of a Federal Agent** (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.
Article 43	**Terrorist Financing** Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44	**Trafficking Victims Protection Act of 2000 (TVPA)** Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.
Article 45	**Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56** Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.
Article 46	**Use of DHS Seal, Logo and Flags** Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 47	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48	**Environmental Planning and Historic Preservation (EHP) Review** DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.
Article 49	**Applicability of DHS Standard Terms and Conditions to Tribal Nations** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50	**Acceptance of Post Award Changes** In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.
Article 51	**Disposition of Equipment Acquired Under the Federal Award** When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).
Article 52	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53	**Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification** In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.
Article 54	**Award Performance Goals** FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.
Article 55	**Indirect Cost Rate** 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 56	**Incorporation of Information Bulletin No. 582** Information Bulletin No. 582 and any successor Information Bulletins are incorporated into the terms of this grant award.

Obligating document

1. Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMW-2025-FG-04210	N/A	876000237	AWARD	WX01671N2026T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
CITY OF KANAB 26 N 100 E KANAB, UT 84741	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
Kyler Ludwig	4358998437	Assistance to Firefighters Grant Program	1-866-274-0960

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period
09/21/2026	OTHER - FEMA GO	COST SHARING	09/28/2026 to 09/27/2028 **Budget Period** 09/28/2026 to 09/27/2028

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2026-FK-GB01 - P410-xxxx-4101-D	$0.00	$741,282.85	$741,282.85	37,064.15
		Totals	$0.00	$741,282.85	$741,282.85	$37,064.15

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~**16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) Cynthia Spishak, Acting Associate Administrator Resilience	DATE 09/21/2026

FEMA Region 8
2026 Assistance to Firefighters
Vehicle Grant Management

The following topics are critical to successful grant management of a vehicle award. All of these topics and more are covered in detail during the Post Award Orientation session.

Vehicle Acquisition Overview

- Vehicles purchased with AFG Program funds must comply with NFPA 1900 standards (Standard for Aircraft Rescue and Firefighting Vehicles, Wildland Fire Apparatus, and Automotive Fire) or equivalent (e.g., Standard for Automotive Ambulances).
- Leases, loan payments, or installment plans for vehicles are not eligible and will not be reimbursed.

REQUIRED- Penalty Clause: All contracts for any AFG funded vehicle **must contain a penalty clause**. Non-delivery by the contract's **specified date,** or other vendor nonperformance, will require a penalty that is no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient.

IMPORTANT - Contract: AFG Vehicle recipients **shall submit a copy** of their vehicle purchase contract as soon as possible to their Regional Fire Program Specialist.

The Contract must contain a penalty clause

- **That specifies a delivery date i.e. "Will be delivered on or before April 1, 2027"**
    - *X number of days from signing the contract in NOT acceptable*
    - *X number of days from chassis delivery is NOT acceptable*
    - *The specific calendar date must be within the current Period of Performance.*
- **Requires a penalty of at least $100 a day.**
    - For every calendar day that the vendor misses the specified date of delivery.
    - Many past Grantee's impose a larger penalty per day.

- If recipients do not submit a vehicle purchase contract, they will be unable to:
    - Advance federal funds for partial vehicle payment or chassis payment; or,
    - Submit an amendment requesting a Period of Performance extension for the project.

Scan document(s) into a PDF format and email them to the Regional Fire Programs Specialist for inclusion in the grant file. Submitting a vehicle purchase contract will assist in the programmatic monitoring of an award and help ensure programmatic compliance.

Performance Bond Strongly Recommended: Performance bonds are strongly recommended but not required by the AFG Program. This is for any organization that is going to advance its own funds to their vendor prior to receipt of the vehicle. The bond may be obtained through the vendor or bank. The concept behind this is to ensure the applicant's funds are not lost in the event of a vendor's failure to perform, e.g., not finishing or delivering the vehicle or going out of business.

Prepayment Bond <u>Required</u> when Federal Funds are used: AFG vehicle awardees are required to obtain a prepayment bond if the recipient plans to advance federal funds to their vendor. This is to safeguard the federal funds against loss if the vendor goes out of business or fails to deliver the vehicle. Prepayment bonds may be obtained through the vendor or bank. The cost of a Prepayment Bond is a reimbursable activity under an AFG Vehicle Acquisition Award.

Down Payment: A down payment for the purchase of a vehicle is allowable if required in the vehicle purchase contract, but FEMA will only allow up to 25 percent of the federal share to be drawn for this purpose. Any costs over-and-above the 25 percent limit, such as the cost of a chassis or any other fees or services, must be borne by the grantee or deferred until final payment is drawn.

- Federal funds may not be requested for any other payments to include, but not limited to: periodic or progress vehicle payments, or the acquisition of NFPA 1901 compliant equipment for the awarded vehicle if they are being supplied under the vehicle contract. **Purchases outside of the vehicle contract can be requested for payment**.

Final Payment: To expedite the acquisition process, and prior to the vehicle being received, inspected and accepted, the grantee may request the final vehicle payment as an advance payment request up to 30 calendar days prior to confirmed delivery. However, the grantee shall not disburse or satisfy the vehicle obligation until after the vehicle is received, inspected, and accepted by the grantee.

Formal Driver/Operator Training & Medical Exam- NFPA 1002 or equivalent Driver training program(s) must be in place prior to the delivery of the awarded vehicle(s) or the grantee will be considered to be in violation of the grant agreement. NFPA 1002 contains a provision for periodic medical exams.

NFPA 1901 Equipment - A department may purchase NFPA 1901 equipment applicable to the vehicle being purchased. This equipment may be purchased at any time during the grant period of performance.

Safety requirements – Old Vehicle Disposition: Many applicants have indicated in their application that their existing vehicle is unsafe and that they will completely remove the unsafe vehicle from service. This disposition will be documented in detail both in the Grant Documentation binder and the 2019 Closeout**.**

Unsafe Vehicles If applicants specify the vehicle(s) to be replaced are unsafe, they must certify that if awarded, the unsafe vehicle to be replaced will be permanently removed from emergency service response. Permanently removed from emergency service response means the recipient cannot use the vehicle being replaced for *any* emergency service response, nor can the recipient sell or otherwise transfer title to any individual or emergency service response organization that will use the unsafe vehicle for emergency service response. A recipient who certifies it will remove an unsafe vehicle from service but then sells/transfers the unsafe vehicle to another emergency service response organization, or otherwise does not remove the unsafe vehicle from emergency service response, is considered to be in violation of the grant agreement. Acceptable dispositions (donation or sale) of unsafe vehicles include, but are not limited to: a training facility (**NO** emergency response off the training grounds), farm use, construction or nursery use, sale to a non-emergency service response entity for refurbishment, scrap metal, salvage, or foreign donation.

Recipients may not use the vehicle(s) being awarded as collateral for any type of financial loan(s). Any grantee activity that encumbers or clouds the title of an awarded vehicle may result in actions:

- *By FEMA or other federal agencies to modify or revoke the award*
- *That may include federal actions to claim or seize awarded vehicle*

Timeframe Expectations from Award Date

To assist you with completing your vehicle purchase within the POP, we are providing a recommended timeline and best business practices. This timeline assumes 100% Cash on Delivery (COD) the most common payment method.

	Activities
0 – 30 days	Award received. Specifications updated Any local approvals for accepting award.
30 – 60 days	Specifications approved and requests for bids published or cooperative pricing sought.
75 – 90 days	Vendor selected.
90 days	Contract signed with included language: A specific delivery date (October 1, 2027) within the current Period of Performance. Include a Penalty Clause for late delivery of at least $100 per day. Contract sent to FEMA Regional Specialist.
90 – 180 days	If required: Operator Driver Training compliant to NFPA 1002/EVOC has been scheduled to be completed prior to delivery.
190 – 335 days	Purchase vehicle equipment that is NFPA 1900 compliant for their vehicle. You may NOT charge any AFG funds for equipment that is not NFPA 1900 or equivalent compliant. If outside the vendor contract payment for NFPA equipment requested.
335 – 364 days	Delivery confirmed, funds requested no more than 30 days prior to delivery, delivery, acceptance (shake down), vehicle outfitted and placed in service, unsafe vehicle disposed.
365 – 455 days	Complete and submit closeout report. Enter the VIN on the request inventory page, not a serial number. Separate paragraph in final performance report titled “disposition of unsafe vehicle”.

Important Vehicle Grant Dates for

Grant Number: EMW-2025- FG - _____

I formally acknowledge the grant on _____.

My period of performance (POP) started on _____and ends on _____

NFIRS/NERIS reporting is required for Fire Departments; our responsible person is _____.

My Post Award Orientation (PAO) session was conducted on: _____.

SAM needs to be renewed on: _____. The responsible person is _____.
Target date (POP + 90 days) for signed contract is: _____.
The Contract must contain a penalty clause of at least $100 a day and specifies a delivery date i.e. "Will be delivered on or before October 1, 2027"

- *X number of days from signing the contract in NOT acceptable*
- *X number of days from chassis delivery is NOT acceptable*
- *The specific calendar date for delivery must be within the current Period of Performance.*

Vehicle contract submitted to FEMA's Region 8 Staff on: _____.

REPORTS

Find Reports section by login, Manage Grant, reports. If the specific report link is not working then the report is not due.

My first performance report becomes due after: **December 30, 2026** and was completed January_____, 2026
My 2nd performance report becomes due after: **June 30, 2027** and was completed July _____, 2027

My first **SF-425** financial report becomes due after: **December 30, 2026** and was completed January _____, 2026
My 2nd **SF-425** financial report becomes due after: **June 30, 2027** and was completed July _____, 2027



Disposition of old vehicle: _____

Closeout Report is due at end of the POP on: _____

Please print all reports and place them into your grant documentation binder

U.S. Department of Homeland Security
Region 8
Denver Federal Center, Building 710
P.O. Box 25267
Denver, CO 80225-0267

FEMA

Region 8 AFG Welcome Guide

Dear AFG Recipient,

Congratulations on your award through the Assistance to Firefighters Grant Program. I am pleased to welcome you and your organization as a recipient, and I look forward to supporting you throughout the grant lifecycle.

My name is Brianna Young, and I will serve as your Region 8 contact for your AFG Award. In this role, I work with recipients to help ensure they have the information, resources, and guidance needed to successfully manage their awards and meet program requirements.

I am currently training to take over the AFG role from Ted Young, who many of you may have worked with. Ted is still a resource for you while I continue to learn so feel free to reach out to him as well if you have questions or concerns. However, I would really appreciate if you give this newbie a chance to learn.

As you begin managing your award, please take time to carefully review your award package, program guidance, terms and conditions, and reporting requirements. Staying familiar with these materials will help ensure your organization remains compliant and is positioned for a successful grant experience.

I encourage you to reach out with any questions as you move through the process. My goal is to be a helpful point of contact and to support clear communication throughout the period of performance.

Once again, congratulations on your award. I look forward to working with you and supporting your continued service to your community.

Sincerely,
Brianna Young
Region 8 Grants Division
(202) 679-5727
Brianna.Young@fema.dhs.gov

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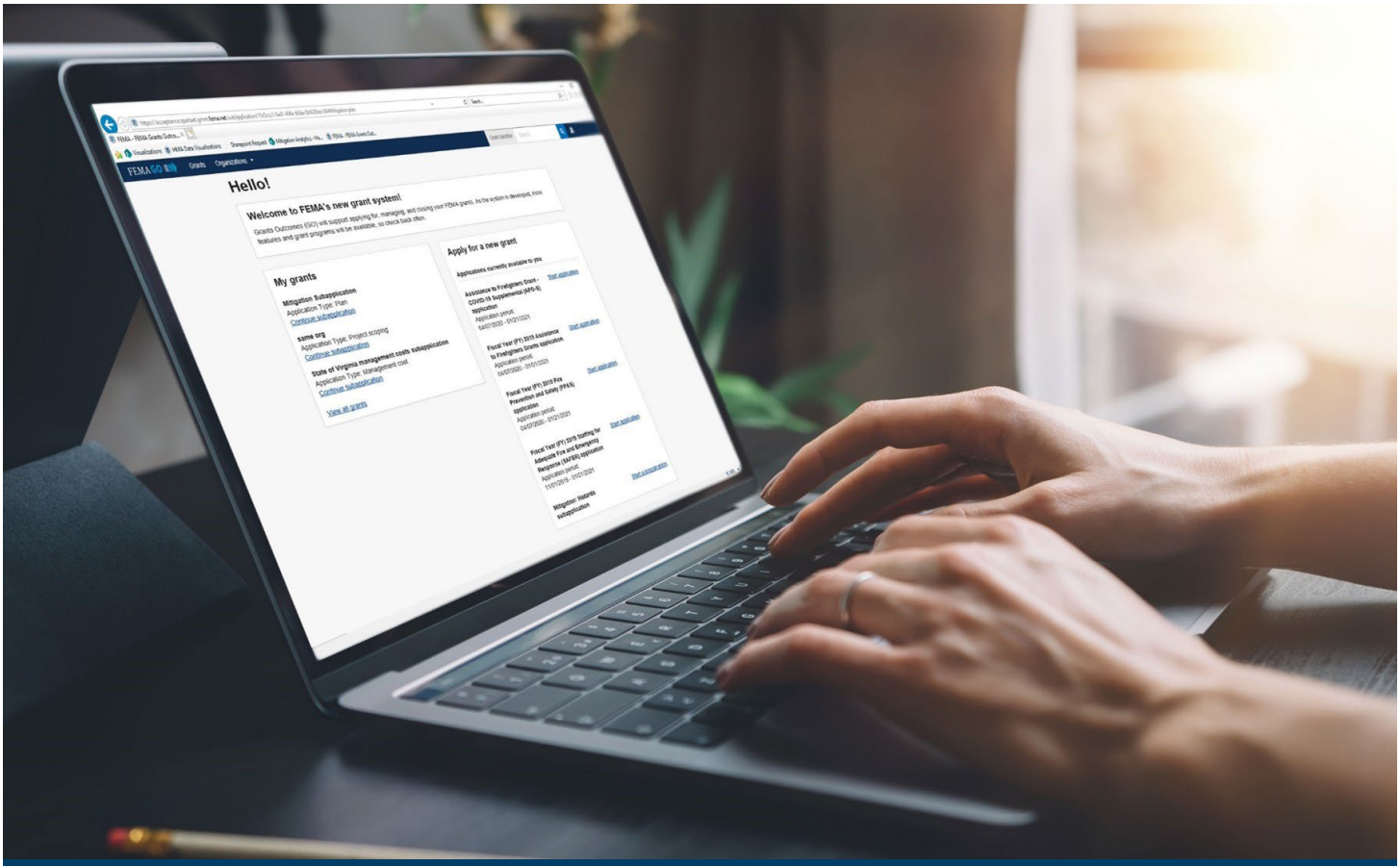
FEMA GO Award Acceptance Guidance 3
FY2025 Assistance to Firefighters Grant (AFG) Program Awards Reference Sheet 14
Grant File Guidance 18
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FEMA GO Award Acceptance Guidance

In the following pages you will be walked through how to accept your award. If you have any questions or issues please reach out to us as soon as possible.

Important Guidance on Award Acceptance:

- The Authorized Organization Representative (AOR) must carefully review the federal award package before accepting the award. The package includes instructions for administering the award as well as the terms and conditions.
- The individual who signs and submits an application must be assigned the role of Authorized Organization Representative (AOR) within the FEMA GO system. The AOR must be a duly authorized current employee, personnel, official, staff or leadership of the recipient and **provide an email address unique to the recipient at the time of application. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.**



FEMA GO Award Acceptance Guide

This Guide provides instructions for FEMA GO Grant Recipients to log-in, navigate the system, and complete the task for accepting or declining an award.

June 2025

FEMA

Prepared by: GPD Communications, Culture, Analytics, & Training Branch (CCAT)

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Objectives

By the end of this FEMA GO training, you will be able to:

- Log-in to FEMA GO; and
- Complete the Accept or Decline Award task.

Training Roles and Log-in

Training Roles

This training is for the following role:

Role	User
Authorized Organization Representative	AOR

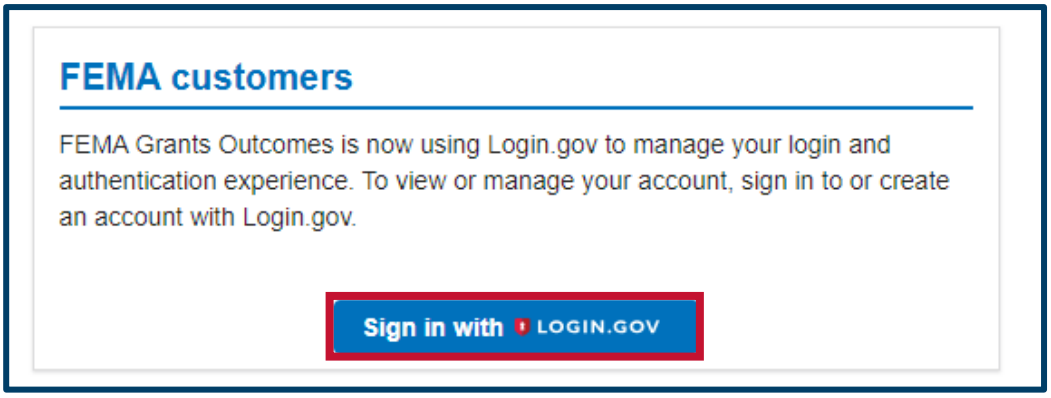
Grant Applicant/Recipient Log-in

Step 1:

Go to go.fema.gov.

Step 2:

Select **Sign in with LOGIN.GOV**. Once you are logged in via Login.gov, you will be redirected back to the FEMA GO web page.



Helpful Tip:
If you have not yet created an account with Login.gov, please follow the steps within the FEMA GO Startup Guide.

Accept or Decline Award Task

Navigate to the Task

Accept Award

Decline Award

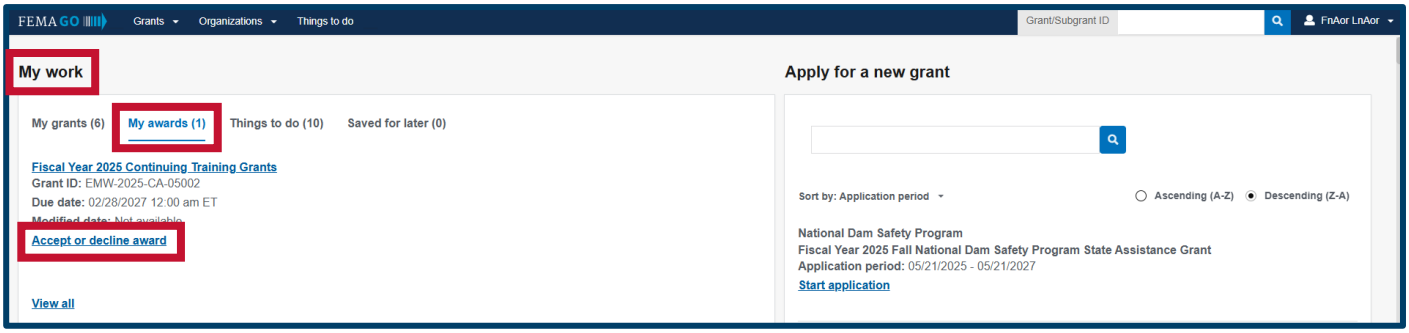
Navigate to the Task

Step 1:

Navigate to the **My work** section, then select the **My awards** tab.

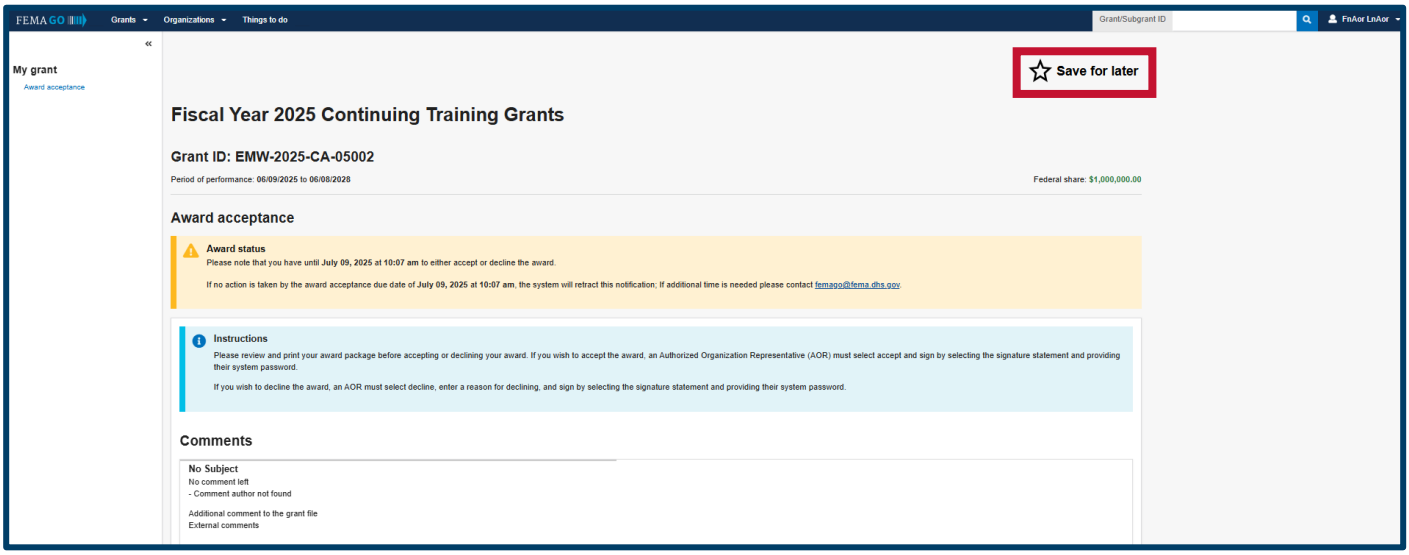
Step 2:

Locate the Grant ID that you want to accept or decline an award for. Then select the **Accept or decline award** link to view the award package and select a decision.



Step 3:

On the award acceptance page, review the **Award status** in the yellow banner and **Instructions** in the blue banner to ensure action is taken by the award acceptance due date.



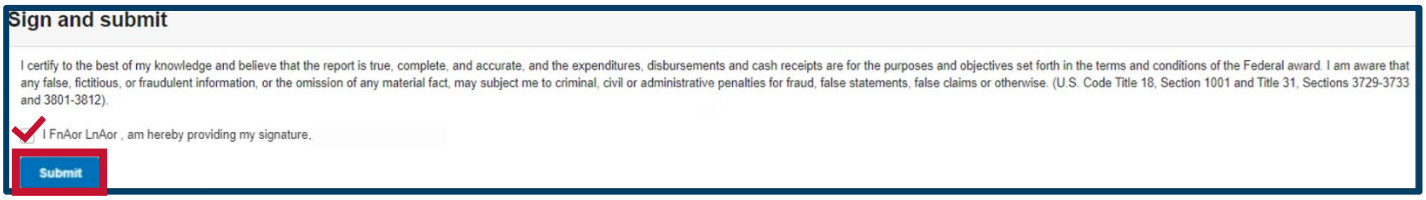
Helpful Tip:

If you need to navigate away from this page or wish to return to complete the task later, select the star option to save for later.

Accept Award

- Select the **award package link** to download and review the award package.
- To accept an award, select **Accept award** within the main body.
- You may enter optional comments in the text field to support your decision.
- **Select** the check box next to the **statement** to provide your signature.
- Select **Submit**.
- Once submitted, a green banner will appear stating that you have successfully accepted your award.

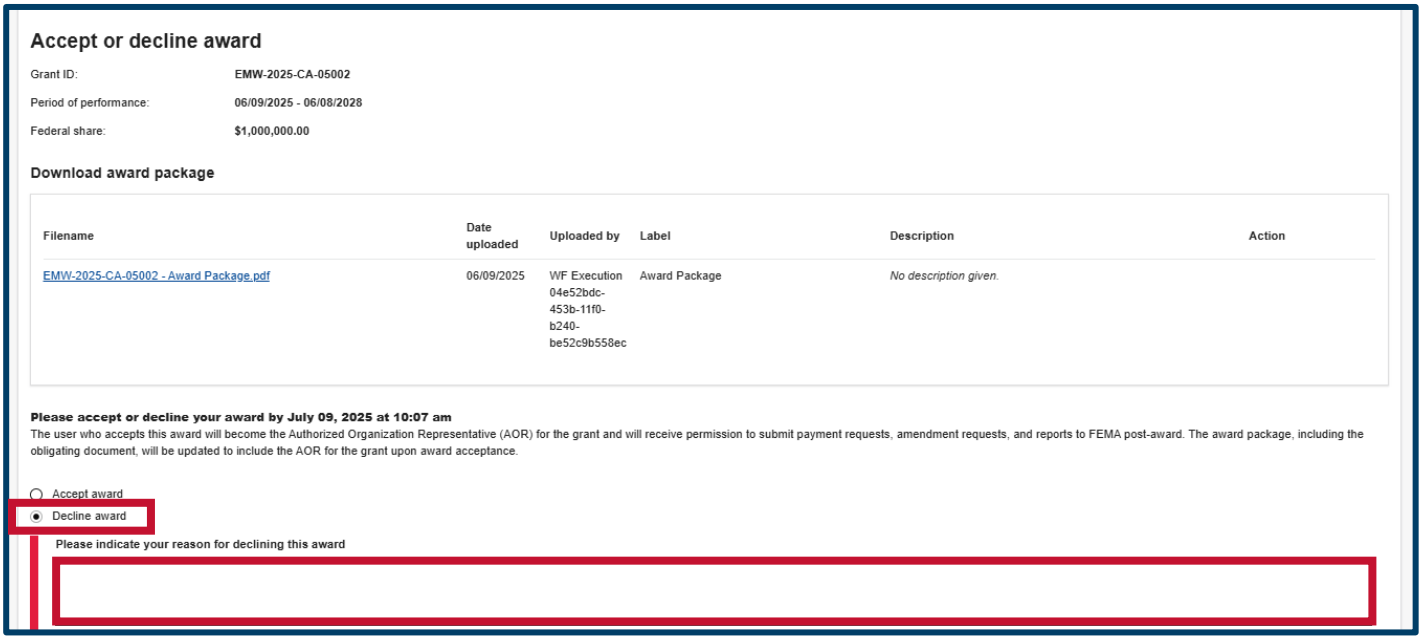


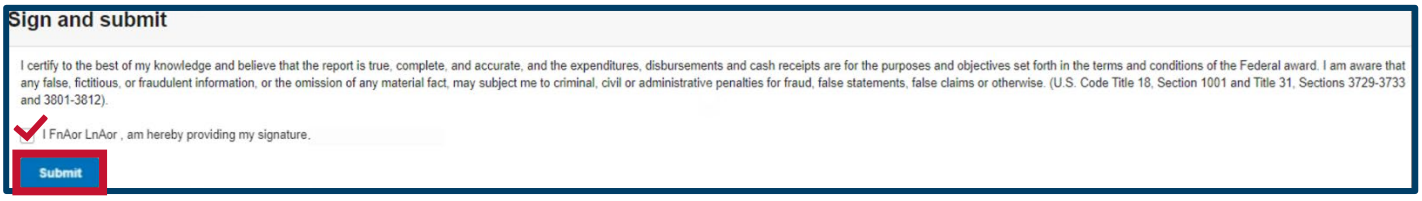




Decline Award

- Select the **award package link** to download and review the award package.
- To decline an award, select **Decline award** within the main body.
- If you select Decline award, you must enter the required reasoning for the declined decision in the text field.
- **Select** the check box next to the **statement** to provide your signature.
- Select **Submit**.
- Once submitted, a green banner will appear stating that you have successfully declined your award.







FEMA GO Help Desk Information

Please send any questions to:

FEMAGO@fema.dhs.gov

877-585-3242

Hours: Monday – Friday, 9 a.m. – 6 p.m. ET

FY2025 Assistance to Firefighters Grant (AFG) Program Awards Reference Sheet

FEMA Grants Outcomes (FEMAGO) Website
https://go.fema.gov/login?redirect=%2F

Assistance to Firefighters Grant Website
https://www.fema.gov/grants/preparedness/firefighters

Uniform Grant Guidance: All grant awards issued on or after December 26,2014, must comply with the grants management federal regulations outlined in 2 CFR Part 200. For more information visit: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200

1. **Period of Performance (POP) –** Check the Obligating document in your Award Package for your POP. All approved items must be purchased and in your possession by the end of the POP. Extensions to the POP are not guaranteed and require prior approval from FEMA. Requests for POP extension must be submitted at least 120 days prior to the end of the POP. Recipients are advised to coordinate with the FEMA Fire Program Specialist as needed when preparing an extension request.
2. **Award/Agreement Number –** The Award Number identifies your grant and is found on the first page of the Award Package. Providing this number during all communications including emails, voice mails, documentation of procurement, property records and financial tracking will expedite processing requests for assistance.
3. **Environmental Planning and Historic Preservation (EHP)** – Projects that potentially impact environmental or historical resources are subject to FEMA's Environmental Planning and Historic Preservation (EHP) process. All recipients must complete the FEMA EHP Screening Form, if applicable, and receive approval from FEMA prior to beginning work on any project with a possible EHP impact. If your project has been identified as requiring EHP screening there will be additional resources in this document.
4. **File Documentation/Maintenance –** Pursuant to 2 C.F.R. Part 200, including 2 C.F.R. § 200.302 – Financial Management, and the Record Retention and Access requirements at 2 C.F.R. §§ 200.333 – 200.337, the recipient organization must retain records and these records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. FEMA recommends that grant recipients maintain their records in a grant file, either electronic or hard copy, as this information is subject to review during monitoring and/or auditing. Some suggested grant files include an electronic grants management file, a 6-section file folder, or a 3-ring binder.

The following are examples of the types of source documentation and information which would be retained in a grant file:

- Grant application
- Grant award package
- NOFO and Frequently Asked Questions (FAQs)
- Important Grant Dates –provided in this User Guide
- Direct Deposit – 1199-A Form
- Current SAM registration and CAGE code
- Regional Grant – Memorandum of Understanding (MOU) (if applicable)
- Environmental and Historic Preservation (EHP) screening form and notice of approval or waiver – if required
- Correspondence (emails, letters, etc.) communications between recipient, FEMA and other entities as it relates to the grant award
- Programmatic performance and financial reporting (SF-425) forms and completed reports
- Payment requests (receipts, PAID invoices and copies of cancelled checks and/or or an electronic source document from an external financial institution demonstrating the outlay of funds
- Procurement information (e.g. recipient agency procurement policies, bid specifications, bid responses, vendors contacted, vendor responses, price/cost analysis, supporting records for the vendor selected for procurement, executed contracts, etc.)
- Monitoring reports and letters
- Audit records (as it relates to the grant award)
- Internal controls that provides reasonable assurance that the recipient is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award
- Amendment request records (requests for a grant extension, grant revision, excess funds, scope of work change, cost overrun, and cost underrun)
- Property Tracking – Inventory of grant funded equipment, maintenance and tracking of same
- NFIRS/NERIS Reporting – FDID Number
- Closeout report – Retain copy when the Closeout is submitted

5. **FEMA Formal Communications –** Formal communications regarding the grant are emailed to the recipient's primary point of contact.
6. **System for Award Management (SAM) –** FEMA will not process any payment requests or amendments if the SAM registration is inactive or if there is a discrepancy between the information contained within the SAM website, the information within the application and the information listed on the 1199-A Direct Deposit Form.
   The following information must be consistent throughout each document:
   - Organization's name
   - Address
   - DUNS (Data Universal Numbering System) number
   - EIN (Employer Identification Number)

- Banking information (type of account, routing number and account number)

SAM.gov users will be asked to create a Login.gov user account. The SAM.gov website includes information outlining the process to create a Login.gov account and contains frequently asked questions (FAQs). If the recipient's information changes during the course of this grant, the recipient will need to update the following:

- The recipient organization's SAM registration at www.sam.gov
- 1199-A Direct Deposit Form

SAM.gov help desk:
https://www.fsd.gov/fsd-gov/home.do
(866) 606-8220

7. **NIMS –** AFG Program applicants are not required to comply with NIMS toapply for AFG Program funding or to receive an AFG Program award. However, any applicant who receives an FY 2025 AFG Program award must achieve the level of NIMS compliance required by the Authority having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government) prior to the end of the grant's period of performance.
8. **National Emergency Response Information System (NERIS) –** Fire departments receiving funding must agree to report toNFIRS or NERIS during the performance period. If unable to report at the time of the award, recipients must establish reporting capacity within 24 months and report for at least 12 months once capable. FEMA may request proof of compliance, and noncompliance during the performance period may result in remedies under 2 C.F.R. §200.339. Nonaffiliated EMS organizations and SFTAs are exempt from NFIRS/NERIS reporting requirements.
9. **Scope of Work (SOW) –** The approved SOW consists of the awarded items in the Summary Award Memo of your Award Package. Check for change from application box directly below approved items (if applicable) for details and justifications about adjustments made to your application. You may not change your SOW without prior written approval from FEMA.
10. **Procurement** – Through audits conducted by the U.S. Department of Homeland Security's (DHS) Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some AFG recipients have not fully adhered to the proper procurement requirements when spending grant funds. Anything less than full compliance with federal procurement policies jeopardizes the integrity of the grant as well as the grant program. These requirements apply when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. All procurement activity must be conducted in accordance with Federal Procurement Standards.
11. **Payment Requests** – FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request, FEMA will review the request. If FEMA approves a payment, recipients will be notified by FEMA

GO and the payment will be delivered pursuant to the recipients SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient. Payments are typically reviewed within 30 days of receipt.

12. **Reporting Requirements –** Recipients are required to submit programmatic performance reports and financial reports through the FEMAGO system. Recipients not complying with these reporting requirements may have funds withheld.

- Recipients must submit the Federal Fincancial Report (FFR) semi-annually throughout the Period of Performance (POP) as detailed below:
    A. No later than July 30 (for the period Jan. 1 – June 30)
    B. No later than January 30 (for the period July 1 – Dec. 31)
    C. Within 120 days after the end of the Period of Performance
- Programmatic Performance Report (PPR) Due Dates
  A. No later than July 30 (for the period Jan. 1 – June 30)
  B. No later than January 30 (for the period July 1 – Dec. 31)

13. **Closeout Report –** Within 120 days after the end of the period of performance, or after an amendment has been issued to close out a federal award, recipients must submit the following:

- The final request for payment, if applicable.
- The final FFR.
- The final progress report detailing all accomplishments.
- A qualitative narrative summary of the impact of those accomplishments throughout the period of performance.
- Other documents required by this NOFO, terms and conditions of the federal award, or other DHS Component guidance.

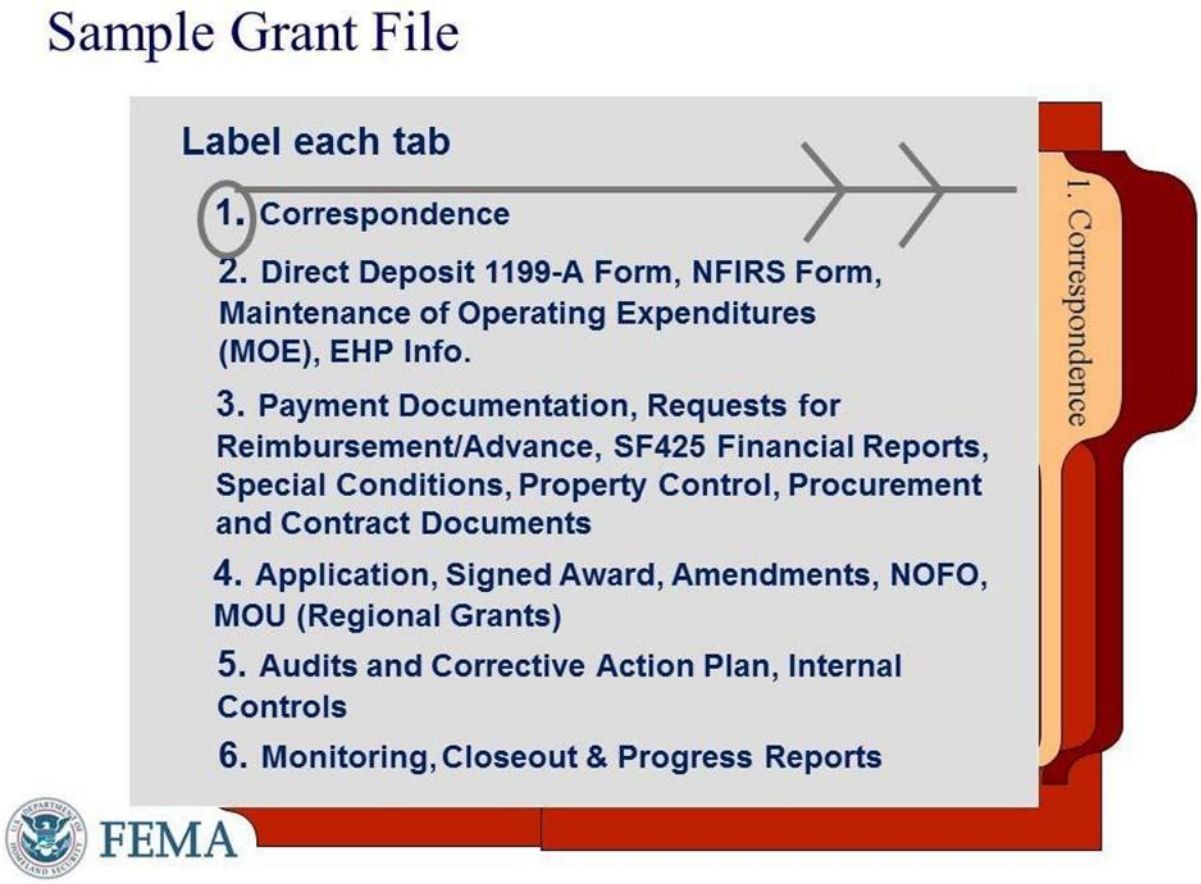
  After FEMA approves these reports, it will issue a closeout notice. The notice will indicate the period of performance as closed, list any remaining funds to be de-obligated, and address the record maintenance requirement.

14. **Monitoring** – Grant recipients may be monitored, programmatically and financially, by FEMA to ensure the approved budget and other related program criteria are being met and the recipient is compliance with all federal guidelines and policies. Monitoring is accomplished through desk reviews and on-site visits. It is also an opportunity for FEMA to provide technical assistance when needed by the recipient.

15. **Excess Funds** – Excess funds may remain after completing the original project described in the recipient's award. This may be due to cost savings from under-budget acquisition activities or competitive procurement processes. These excess funds are to generally be deobligated and may not be used for additional activities.
    FEMA may consider exceptions if urgent and compelling needs are identified that directly relate to a demonstrated event(s) impacting the health and safety of the department's firefighters, such as a presidentially declared disaster. Requests must be submitted at least 120 days prior to period of performance expiration.

Grant File Guidance

Below is a Sample Grant File with the types of source documentation which recipients should maintain in a grant file (electronic or hard copy) in addition to the FEMA Grants Outcome (FEMAGO) documentation which is the recipient's official grant file with FEMA. All grant-related records, correspondence, receipts, etc. must be retained for a period of three (3) years from the date of submission of the final SF-425 financial report. Exceptions to the 3-year retention period are for any litigation, claim, or audit which is started before the expiration of the 3-year period. In such cases, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.



Sample Grant File Content Descriptions

1. **Correspondence:** Grant application, Grant Award package, Welcome letter, EHP/Vehicle Reference Sheets, PAO session, SAM Registration doc's,emails, etc. Even if the recipient's agency has its own grants manuals or policies and procedures manuals, it is recommended that the recipient keep all administrative documents in the grant file.
2. **Copy of Signed 1199-A Direct Deposit Form:** Changes in banking information need to be provided to FEMA via the SAM.gov. The electronic version of the 1199-A is captured and updated in FEMA GO and verified typically within 48-72 hours.

3. **Maintenance of Operating Expenditures (MOE):** Copies of present and last year's budgets. Maintaining operating expenditures refers to the fact that these funds are meant to be supplementary – not to replace current funding. Therefore, in addition to the amount of federal grant dollars and recipient cost share/matching funds, the recipient must maintain an average of the last two year's spending levels on items for which the recipient received a grant during the grant period of performance.
4. **Payment Documentation:** Purchase orders, PAID invoices, receipts, cancelled check(s) or external source documentation from a financial institution showing the outlay of funds, payment history, manufacturer's certifications, attendance verification (Sign-in sheet-not roster), training certificates, etc. All records to support grant-related expenditures from FEMA.
5. **Property Control:** Identify items purchased with federal funds and maintain a control system for tracking the item(s), location of item(s), federal funding amount, date of purchase, condition of item(s), maintenance schedule, etc.
6. **Amendments:** Copies of requests with justification for budget/program revisions, as well as, period of performance extensions.
7. **NOFO-Notice of Funding Opportunity:** https://www.fema.gov/sites/default/files/documents/fema_rsl_hmd_fy25-afg-nofo_05292026.pdf
8. **Memorandum of Understanding (MOU) Regional Grants:** Copy of MOU with participating departments.
9. **Audit and Corrective Actions**: All audit-related documentation should be retained.
10. **Internal Controls-**a recipient must establish and maintain effective internal controls over the Federal award that provides reasonable assurance that the recipient is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award (see 2 C.F.R. § 200.303).
11. **Monitoring, Close-outs and Progress Reports**: All documentation should be retained that is submitted to FEMA during desk or site monitoring.

File Documentation

Keep copies of all records, correspondences, receipts etc., in this file. All grant related records shall be kept on file for three year after program office verification of successful completion.

	ITEM	STATUS
1	**FOA-Funding Opportunity Announcement**	www.fema.gov/firegrant
2	**Original Grant Application**	Print from your FEMAGO site Supporting documents used towards the development of your award
3	**Memorandum of Understanding (MOU) Regional Grants**	Copy of MOU with participating departments
4	**Grant Award Package**	Print from your FEMAGO site
5	**Important Grant Dates**	Provided by Fire Program Specialist
6	**Correspondence**	Welcome Letter EHP/Vehicle Reference Sheets PAO session
7	**Reports** **Programmatic & SF425**	Print each report from your FEMAGO site
8	**Procurement Procedures**	Local procurement policy Specifications Bids/quotes
9	**Copy of 1199 A Form Copy of signed direct deposit (form 1199A)**	Any changes in banking information needs to updated on your grant site- contact your Fire Program Specialist
10	**Federal Fund Request**	Print request from FEMAGO site
11	**Evidence of Expenditures** Does the project meet an NFPA standard? Training/Personnel	Purchase orders Invoices Receipts Cancelled checks Payment History Manufacturers certifications Attendance verification Certifications
12	**Amendment Requests** **Change in scope of work** **Change in period of performance**	Print from FEMAGO site
13	**Evidence of Maintenance of Operating Expenditures (MOE)**	Copies of present and last year's budgets. Maintaining operating expenditures refers to the fact that these funds are meant to be supplementary – not to replace funding you already had. Therefore, on top of the federal grant and your matching funds, you must maintain an average of the last two

		year's spending levels on items that you received a grant for during the grant period of performance.
14	**Property Tracking-** (you need to be able to identify items purchased with federal funds.)	Tracking tools Maintenance schedule Inventory audit
15	**Evidence of NFIRS reporting**	FDID Number
16	**Evidence of NIMS compliance**	Authority Having Jurisdiction
17	**Closeout Report**	Print copy of report submitted Approved report confirmation
18	**Other**	Environmental and Historical Preservation (EHP) Vehicle Contract

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: October 13, 2026
TO: Mayor and City Council
SUBJECT: Public Works Equipment Surplus and Purchase
PREPARED BY: Kyler Ludwig, City Manager

Background:

As part of Kanab City's ongoing equipment replacement program, Public Works staff has identified the need to replace several pieces of equipment used in daily operations, including a backhoe, wheel loader, mini excavator, and forklift. These pieces of equipment are essential for road maintenance, utility construction, material handling, and other Public Works activities.

The Fiscal Year 2027 budget includes $300,000 in account 51-95-90 for equipment replacement. Staff has obtained quotes from equipment vendors under state contract and evaluated available trade-in values to determine the most cost-effective approach to replacing the existing equipment.

Analysis:

Staff has received equipment quotes from RDO Equipment, Wheeler Machinery, and Dillon Toyota Lift for the proposed replacements.

The equipment under consideration includes:

- **Backhoe:** New 2026 John Deere 320P from RDO Equipment, quoted at $132,436.76, including applicable sales taxes.
- **Wheel Loader:** New 2026 John Deere 624P from RDO Equipment, with an equipment price of $267,557.33 and a proposed trade-in allowance of $140,500 for the City's existing Caterpillar 938M. The quoted balance after trade-in and taxes is $135,633.70.
- **Mini Excavator:** New 2026 Caterpillar 305 from Wheeler Machinery, priced at $93,000, with an $86,000 trade-in allowance for the City's existing Caterpillar 308. The quoted balance after trade-in is $7,000.
- **Forklift:** Used 2014 Toyota 8FG35U forklift from Dillon Toyota Lift, priced at $28,500, excluding applicable taxes.

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

Rather than immediately accepting the dealer trade-in allowances, staff would like to declare the existing equipment as surplus and provide local businesses and individuals an opportunity to purchase the equipment. Staff believes there may be an opportunity to obtain comparable or slightly greater value through a public surplus sale while allowing local contractors and residents an opportunity to purchase City equipment.

Staff proposes advertising the surplus equipment for sale, using the quoted dealer trade-in values as benchmarks for evaluating offers. If acceptable offers are not received, staff would retain the flexibility to utilize the dealer trade-in allowances.

Legal:

The purchase and disposal of equipment will be conducted in accordance with applicable procurement requirements and City policies governing surplus property.

Financial:

The City has budgeted $300,000 in account 51-95-90 for these equipment replacements.

If the City elects to sell the surplus equipment separately, the full purchase prices of the replacement equipment will be recorded as expenditures, with revenue from the sale of surplus equipment recorded separately.

As a result, gross expenditures may exceed the current equipment replacement appropriation, although the additional expenditures would be offset by revenue generated from the sale of surplus equipment.

Staff anticipates that the sale of the existing equipment, combined with the $300,000 already budgeted, will provide sufficient funding to complete the proposed replacements. Any necessary budget adjustments will be brought forward through the City's budget amendment process.

Recommendations/Actions:

It is recommended that the City Council:

1. Declare the existing Public Works equipment identified for replacement as surplus.
2. Authorize staff to proceed with the purchase of the replacement backhoe, wheel loader, mini excavator, and forklift, consistent with applicable procurement requirements and available funding.
3. Authorize staff to advertise the surplus equipment for sale, with the intent of obtaining values comparable to or greater than the proposed dealer trade-in allowances.
4. Authorize staff to utilize dealer trade-in allowances if satisfactory surplus sale offers are not received.

Investment Proposal (Quote)

RDO Equipment Co.
831 E Factory Dr
St. George UT, 84790
Phone: (701) 371-6692 - Fax:

Proposal for:
KANAB CITY CORPORATION
26 NORTH 100 EAST
KANAB, UT, 84741
KANE

Investment Proposal Date:	9/16/2026
Pricing Valid Until:	10/16/2026
Deal Number:	2079758
Customer Account#:	25340003
Sales Professional:	Daniel Hayden
Phone:	1 (435) 523-4227
Fax:	
Email:	dhayden@rdoequipment.com

Comments

Contract #011723-JDC
Member ID: 234577

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2026 JOHN DEERE 320P	$225,008.48
			Customer Discount 43% Off Deere List | Sourcewell Contract #011723-JDC	($100,945.94)
			Equipment Subtotal:	**$124,062.54**

Purchase Order Totals

Balance:	$124,062.54
UT STATE TAX:	$6,017.03
UT COUNTY TAX:	$434.22
UT CITY TAX:	$1,240.63
UT SPECIAL TAX:	$682.34
Sales Tax Total:	$8,374.22
Sub Total:	$132,436.76
Cash with Order:	$0.00
Balance Due:	**$132,436.76**

Equipment Options

Qty	Serial Number	Year / Make / Model	Description	List Price
1	TBD	2026 JOHN DEERE 320P	17C1T 320 P-Tier Backhoe Loader	$191,258.00
			0202 United States	$0.00
			0351 Translated Text Labels	$0.00
			0259 English	$0.00
			0608 Level 2 Cab	$2,506.00
			0651 Level 1 Performance Package	$1,784.00
			0950 Less Vision System	$0.00
			1210 Premium Package Radio	$538.00
			183N JDLink™	$0.00
			3009 Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	$0.00
			4006 John Deere 4.5L - FT4/Stage IV	$0.00
			8075 Diagnostic Oil Sampling Ports	$509.00
			5245 Galaxy 19.5L-24 12PR Rear & 12.5/80-18 10PR Front	$0.00
			6155 Dual Batteries with Disconnect and Jump Post	$320.00
			6752 Extendible Dipperstick	$9,344.00
			6577 1250 lb. (567 kg.) Front Counterweight	$2,011.00
			7002 Auxiliary Hydraulics with One & Two Way Flow (Hammer & Thumb/Swinger)	$5,515.00
			7028 Pilot Controls, Two Lever, with Pattern Selection	$3,111.00
			7037 Two-Function Loader Hydraulics, Single Lever	$0.00
			7808 24 in. (611 mm.) Severe-Duty Bucket, 6.9 cu. ft. (0.20 cu. m.)	$3,165.00
			7707 Multi-Brand Quick Coupler - 42 in. Thumb Ready	$2,060.00
			7859 92 in. (2.35 m.) General Purpose Bucket, 1.39 cu. yd. (1.06 cu. m.)	$5,594.00
			8027 THUMB - 42 IN. 4 TINE	$0.00

Dillon Toyota Lift
2640 W California Ave
Salt Lake City, UT 84104
Phone: 801-972-1930

To: Kanab City
26 N 100 E
Kanab, UT 84741-3501
Attn: Jake Dutton

Date: 10/9/2026 7:02 AM
Our Ref: 8FG35U (32323U)
Phone: (435) 644-2534

We respectfully submit this quotation for the following equipment (1 each):

2014 Toyota 8FG35U 8,000 lb Capacity Solid Pneumatic LP - stock 32323U engineered with the following specifications:

Description

Year: 2014
Hours: 551
Mast: 132" FV
Attachment: Sideshift
Tires: Solid Pneumatic
Fuel: LPG



Investment

2014 Toyota 8FG35U - stock 32323U as specified above:	$28,500.00	*Each*
Trade-In Amount:	-	
Net Price:	**$28,500.00**	*Each*

Financing and Maintenance

A broad range of competitive and flexible financing options are available. Financing requires credit approval. Terms and conditions are subject to change.

Term (mos.)	Finance Type	Monthly Pmt. *(plus applicable taxes)*	Usage Hours	*Initial Selected*
60	***Loan***	***$579.82***		
60	***$1 Option Lease***	***$579.81***		

Optional Equipment

*Optional equipment is **not included** in this quotation. Please indicate acceptance of any option by initializing the space provided.*

Item	Amount	*Initial Selected Option*

Dillon Toyota Lift
2640 W California Ave
Salt Lake City, UT 84104
Phone: 801-972-1930

Terms of Sale

Cash on Delivery, Customer Purchase Order or Financing. Credit Cards cannot be accepted as payment on Equipment purchases. Any Customer Purchase Order terms extending past COD must be pre-approved by DTL management. In the event of an extension of terms said terms will never exceed Net 10 days Invoice date. All financing is subject to prior credit and residual approval. All freight estimates above are subject to change prior to delivery. Prices are exclusive of any applicable taxes. Prices above are those in effect at time of quotation and are valid for 30 days from date of original quotation. Pricing is subject to change. Signature by purchaser will denote acceptance of order as specified above. Signature acknowledges any changes made after date of signature may result in additional costs. This contract between the parties may be amended only in writing on the DTL Lift Truck Order Amendment form signed by each of the parties hereto. Cancellations will not be accepted except upon terms that will indemnify Dillon Toyota Lift against all loss.

Warranty

Used Equipment Warranty 90-DAYS BASIC WARRANTY ON MAJOR COMPONENTS

On the major components identified below, DTL will, without charge, repair your part or provide you with a new one if such part is found to be defective within 90 days after the product is delivered to you.

The following are the major components covered on internal combustion and electric powered equipment, which includes industrial forklifts, telescopic reach lifts, narrow aisle and compact construction equipment:

- Engine or drive motor
- Fuel and power related components
- Transmission and clutch
- Drive axle and brakes
- Electrical and battery related components Refer to manufacturer warranty for details. There is no implied warranty or merchantability and fitness for a particular purpose in no event shall DTL be liable for incidental, special, or consequential damage.

Signature of Purchaser _____ Date _____

Sincerely,
Dillon Toyota Lift

Accepted:
Kanab City

Cash Price $ _____
Financed Payment $ _____ *Per Month* _____ *Months*

Signature:		Signature:	
Name:	Ryan Slack	Name:	
Title:	Account Manager	Title:	
E-mail:	rslack@dillontoyotalift.com	Date:	

Investment Proposal (Quote)

RDO Equipment Co.
831 E Factory Dr
St. George UT, 84790
Phone: (701) 371-6692 - Fax:

Proposal for:
KANAB CITY CORPORATION
26 NORTH 100 EAST
KANAB, UT, 84741
KANE

Investment Proposal Date:	8/17/2026
Pricing Valid Until:	9/17/2026
Deal Number:	2061024
Customer Account#:	25340003
Sales Professional:	Daniel Hayden
Phone:	1 (435) 523-4227
Fax:	
Email:	dhayden@rdoequipment.com

Comments

Contract #011723-JDC
Member ID: 234577

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	List Price Per Unit	Cash Price
1	TBD TBD	0	New 2026 JOHN DEERE 624P		$417,794.35
			Customer Discount 38% Off Deere List | Sourcewell Contract #011723-JDC		($163,291.32)
1	139691/FRKS Z168389	0	Attachment - New 2025 JOHN DEERE 624FORKS72VI	$0.02	$13,054.30

Equipment Subtotal: **$267,557.33**

Trade Information

Serial Number	Year / Make / Model	Payoff Information	Trade In Hours	Trade In Value
CAT0938MTP5K01471	0 CAT 938M	$0.00	1375	($140,500.00)

Total Trade in Value: **($140,500.00)**
Trade Balance Owed: **$0.00**
Net Difference: **($140,500.00)**

Purchase Order Totals

Balance:	$127,057.33
UT STATE TAX:	$6,162.28
UT COUNTY TAX:	$444.70
UT CITY TAX:	$1,270.57
UT SPECIAL TAX:	$698.82
Sales Tax Total:	$8,576.37
Sub Total:	$135,633.70
Cash with Order:	$0.00
Balance Due:	**$135,633.70**

Equipment Options

Qty	Serial Number	Year / Make / Model	Description	List Price
1	TBD	2026 JOHN DEERE 624P	6042DW 624 P-Tier Wheel Loader	$346,186.00
			0202 United States	$0.00
			0259 English	$0.00
			0351 Translated Text Labels	$0.00
			0402 Agriculture Material Handling	($1,455.00)
			0452 High Lift Z-BAR	$4,842.00
			0613 Level 3 Trim	$7,936.00
			0659 Level 4 Performance	$9,178.00
			8500 Cold Weather Package	$534.00
			8295 Heated And Powered Exterior Mirrors	$770.00
			8501 Debris Package	$3,529.00
			8522 Guards - Bottom	$2,200.00
			8502 Maintenance and Service Package	$639.00
			8213 Chrome Curved Stack	$721.00
			0956 Rear Camera (Secondary Display)	$0.00
			1100 Less Detection System	$0.00
			1210 Premium Package Radio	$406.00
			1301 Left Side Steps	$0.00
			183N JDLink™	$0.00
			1862 Level 2 Fleet Health	$0.00
			2205 SmartWeigh Ready + Trial	$930.00
			2261 8 IN (203mm) Touchscreen Display	$0.00
			2301 10.1 IN (257mm) Secondary Display - G5	$3,844.00
			4095 John Deere 6.8L - FT4/SV	$0.00
			6522 Standard Hitch w/ Pin & Rear Counterweight	$0.00
			7026 Joystick Controls	$0.00
			7054 Three Function Hydraulics	$2,413.00
			5114 Michelin XTLA - 20.5R25 L2 1-Star Radial Tires w/ 3 PC Rims	$23,382.00
			5554 Full Coverage Front & Rear Fenders w/ Mudflaps	$3,034.00
			7404 Hydraulic Coupler - Hi-Vis/ISO Pattern	$8,621.00
			7800 Less Bucket	$0.00
			7465 Less Cutting Edge, Segments, and Teeth	$0.00
			7500 Less Fork Frame	$0.00
			7700 Less Tines	$0.00
			BYT13751 3.5 Cu. Yd. Hi-Vis Coupler Bucket w/ Cutting Edge	$12,004.00
1	139691/FRKS	2025 JOHN DEERE 624FORKS72VI	None	

157718-01

Sep 24, 2026

KANAB CITY CORP

26 N 100 E
KANAB, UT84741

Attention: JAKE DUTTON

Dear Jake,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 938 QC Wheel Loaders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: BCP05299 **SERIAL NUMBER:** 0EZY03625 **YEAR:** 2026 **SMU:** 7.90

Thank you for your interest in Wheeler Machinery and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Colby Bryant | Sales Representative | Wheeler Machinery Co.
451 North Lund Highway, Cedar City, UT 84720
Office: 435.267.1210 | Mobile: 435.701.0341 cobryant@wheelercat.com | www.wheelercat.com

One (1) New Caterpillar Model: 938 QC Wheel Loaders with all standard equipment in addition to the additional specifications listed below:

MACHINE SPECIFICATIONS

938 14A WHEEL LOADER	579-7703	MIRRORS, HEAT, ELEC ADJUST	578-1409
CHASSIS AR-938	579-7707	SEAT, DELUXE, TILT AND TELE	593-8962
ELECTRICAL AR	579-7708	LIGHTS, STD, HALOGEN	590-8902
HYDRAULIC AR	579-7712	LIGHTS, ROADING, HALOGEN, RH	633-0624
POWER TRAIN AR	593-8992	STANDARD RADIO (12V)	590-8872
INSTALLATION AR	593-8999	PRODUCT LINK, CELLULAR PLE643	573-8455
ELECTRONICS AR-M	595-9693	FILM GP, WARNING, PL, ANSI	638-5475
LANE 2 ORDER	0P-9002	WINDSHIELD ACCESS STEPS, NONE	612-1012
PREP PACK, UNITED STATES	593-8900	TIRES,20.5R25 MX XHA2 * L3	366-6882
STANDARD LIFT, COUPLER READY	593-8941	FENDERS, STANDARD	593-8951
HYDRAULICS, 2V	593-8942	CTWT, STD,3064LBS, 5PCS	470-6570
HYDRAULICS, STANDARD	536-5284	TOOLBOX AUX, NONE	519-8081
STEERING WHEEL, STANDARD	579-7718	HYDRAULIC OIL, STANDARD	619-8439
JOYSTICK 2V, STEERING WHEEL	593-8915	SERIALIZED TECHNICAL MEDIA KIT	421-8926
DIFFERENTIAL, OPEN REAR	349-8014	LINES, AUX 3RD, NONE	536-5329
ENVIRONMENT, MEDIUM DEBRIS	579-7722	RIDE CONTROL	579-7697
WEATHER, COLD START 120V	579-7731	GUARD, POWERTRAIN, LOWER	349-8165
CAB, STANDARD	578-1363	PACK, DOMESTIC TRUCK	0P-0210
AIR CONDITIONING, R134A REF	579-7735	QUICK COUPLER,FUSION,HIGH VIS	536-5314
ENGINE	593-8993	JUMPER LINES, NONE	536-5339
PUSH START, PASSCODE SECURITY	579-7738	GENERAL PURPOSE BUCKET - BCP05299B	417-4929
CAMERA, REAR VIEW	579-7761		

SELL PRICE	$243,000.00
LESS GROSS TRADE ALLOWANCE	($125,000.00)
NET BALANCE DUE	**$118,000.00**
AFTER TAX BALANCE	**$118,000.00**

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
938M	CATERPILLAR (AA)	P5K01471	2021	$125,000.00

WARRANTY & COVERAGE

Standard Warranty: 12 Months / Unlimited Hours - Premier
48 Months / 4000 hours PHT EPP

F.O.B/TERMS:
CEDAR

157719-01

Sep 24, 2026

KANAB CITY CORP

26 N 100 E
KANAB, UT84741

Attention: JAKE DUTTON

Dear Jake,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 305 C3 TAQ Excavators with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: BCP05836 **SERIAL NUMBER:** 05G515027 **YEAR:** 2026 **SMU:** 2

Thank you for your interest in Wheeler Machinery and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Colby Bryant | Sales Representative | Wheeler Machinery Co.
451 North Lund Highway, Cedar City, UT 84720
Office: 435.267.1210 | Mobile: 435.701.0341 cobryant@wheelercat.com | www.wheelercat.com

One (1) New Caterpillar Model: 305 C3 TAQ Excavators with all standard equipment in addition to the additional specifications listed below:

MACHINE SPECIFICATIONS

305 07A CR MHE DCA4D	670-1441	WIRING GP-BTRY&	636-5780
COUPLER, PG, HYDR.D.LOCK, 5-6T	485-5301	EOU HOUSE SWING COVER, 5T	637-3272
THUMB, HYDRAULIC, 5-6T	575-0496	WIRING GP-FRONT	636-5798
MIRROR, CAB, RIGHT	428-7870	COVER GP	637-3273
BELT, SEAT, 3" RETRACTABLE	510-6085	PLUG GP	637-3274
BELT AS-SEAT	595-1981	LINES, BOOM	644-4331
STRAP, CABLE	3S-2093	CYL GP-SEAL &	575-7035
WATER JACKET HEATER, 120V	519-8302	CYL GP-SEAL &	575-7040
CAT KEY, WITH PASSCODE OPTION	522-6460	LINES GP-FRONT	588-2712
FILM-KEY SWITCH	218-0651	ENGINE,EPA TIER 4 FINAL	644-9539
SWITCH AS-START	467-8535	HOOD GP	576-7013
TRACK, 16", RUBBER BELT	527-7627	LINES GP-COOLANT	577-9928
FILM, INC. CANADA	552-5984	FAN GP-SUCTION	577-9929
SOFTWARE, PROPORTIONAL CONTROL	557-1709	COOLING GP	577-9930
SOFTWARE, STICK STEER CONTROL	557-1710	MTG GP-ENGINE	578-2349
SOFTWARE, 2 WAY CONTROL	557-1711	LINES GP-AIR	578-2356
SOFTWARE, CODED START	557-1713	CLEANER GP-AIR	578-2361
CAB, WITH HEAT AND A/C	576-7025	EXTENSION GP	591-1673
COUNTERWEIGHT, STANDARD	576-9149	LINES GP-FUEL	606-3439
ALARM, TRAVEL	579-8852	ENGINE AR	662-3172
LIGHTS, LED	579-8868	TANK, FUEL, PLUG	644-9545
LIGHTS, LED, REAR	579-8870	TANK GP-MTG& -A	576-9139
MONITOR NEXT GEN, CAMERA READY	579-8876	FENDER GP-LH	576-9144
CAMERA, REAR VIEW, CAB	579-8892	STICK, LONG, 1- AUX, ANGLE BLD	655-9581
LINES, STICK	584-3653	LINES AUXILIARY, LONG STICK	527-7608
LINKAGE BUCKET W/LIFTING EYE	584-4306	STICK AR-LONG	631-5711
CONTROL, QC, 3 LINE	584-4311	LINES GP-STICK	585-7714
LINES, QC, LNG STK, 3 LINE	586-0416	STICK GP-HOE	634-3313
INSTRUCTIONS, ANSI	595-7021	CONTROL AR	656-3890
HYDRAULIC OIL	595-9905	FILM GP	562-7774
BLADE, ANGLE, BOCE	597-0755	FILM GP	566-9891
305 07A CR MINI EXCAVATOR	631-5694	LINES GP-FRONT	572-2308
UNDERCARRIAGE AR	527-7584	LINES GP-PUMP-A	576-9120
HYDRAULIC AR	572-2300	PUMP GP-MTG&	576-9121
FILM GP-QR	624-4514	VALVE GP-MTG&	583-5947
CHASSIS AR	631-5696	LINES GP-SWING-D	583-8054
BOOM, SWING	631-5706	LINES GP-PILOT-A	588-1097
GUARD GP	469-1068	LINES GP-CONT&-A	645-5471
LINES GP-BOOM	585-8396	LANE 2 ORDER	0P-9002
BOOM GP	634-2192	INTEGRATED RADIO V2	639-4462
ENGINE, EPA T4F, EU STAGE V	636-5779	PRODUCT LINK, CELLULAR PLE643	628-8011
ELEK GP-A3000	579-8862	SERIALIZED TECHNICAL MEDIA KIT	421-8926
WIRING GP-ENGINE	579-8883	PACKING, LAST MILE PROGRAM	0P-4299
ELEK GP-A1000	599-4843	BUCKET, 24" - BCP05836B	464-9911
MOUNTING GP-WRG	601-4445		

SELL PRICE	$93,000.00
LESS GROSS TRADE ALLOWANCE	($86,000.00)
NET BALANCE DUE	**$7,000.00**
AFTER TAX BALANCE	**$7,000.00**

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
308	CATERPILLAR (AA)	GG803760	2021	$86,000.00

WARRANTY & COVERAGE

Standard Warranty: 2 Year / 2000 Hour Premier

F.O.B/TERMS:
CEDAR

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: October 13, 2026
TO: Mayor and City Council
SUBJECT: AWOS Maintenance Contract
PREPARED BY: Kyler Ludwig, City Manager

Background:

Kanab City maintains an Automated Weather Observing System (AWOS) at the Kanab Municipal Airport. The system provides important weather information to pilots and supports safe aviation operations at the airport.

Since 2021, the City has contracted with DBT Transportation Services for maintenance and technical support of the AWOS equipment. The existing five-year agreement began October 1, 2021, at an annual cost of $5,700, totaling $28,500 over the contract period.

The existing agreement has reached the end of its five-year term, and DBT Transportation Services has provided a new agreement to continue maintenance services for an additional five years, beginning October 1, 2026.

Analysis:

The proposed agreement continues the City's existing relationship with DBT Transportation Services and provides for periodic preventative maintenance and equipment restoration services associated with the airport's AWOS system.

The agreement identifies the AWOS equipment as a DBT AW20, Model IIIPT, with a triannual inspection frequency. The proposed agreement also includes equipment restoration services and establishes rates for additional service visits and unplanned outages.

The proposed annual maintenance cost represents an increase of $171 per year, or approximately 3%, compared to the previous agreement. Over the five-year term, the total increase is $855. While additional service fees have increased, the base maintenance agreement remains relatively consistent with the previous contract. Continuing with DBT provides continuity in maintenance services and technical support for the existing AWOS equipment.

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:
The proposed agreement has not been submitted for legal review. The contract should be reviewed for compliance with applicable City purchasing requirements and contractual provisions prior to execution.

Financial:

The City has a budget of $8,500 (10-62-68) for maintenance of the AWOS

Recommendations/Actions:

It is recommended that the City Council:

1. Authorize the City Manager to execute the five-year Aviation Support and Maintenance Services Agreement with DBT Transportation Services for maintenance of the Kanab Municipal Airport AWOS system, in the total amount of $29,355, subject to final legal review.

DBT
TRANSPORTATION SERVICES

AVIATION SUPPORT AND MAINTENANCE SERVICES
Order Summary

Contracted Party:	**Serviced Customer:** (physical address)
City of Kanab 76 North Main Kanab, UT 84741	Kanab Memorial Airport - KNB 2378 US-89A Kanab, UT 84741

The Effective Date of this Agreement is October 1, 2021.

The Term of this Agreement shall be for a period of 5 year(s) from the Effective Date.

Services (check as applicable)	
☒ Periodic/Pre-Season Maintenance	3 Trips
☒ Equipment Restoration	Unlimited
☐ NADIN DataLink Service	
☐ Other Data Services	

Equipment	**Manufacturer/Model**	**Equipment**	**Manufacturer/Model**
☐ VOR		☐ RWIS Runway	
☐ DME		☐ ATIS	
☐ LOC		☐ NDB	
☐ GS		☐ Control Tower	
☒ AWOS	AWI AWOS	☐ Markers	
☐ RVR		☐ Other	

Fees		Contract Total: $28,500.00
Annual Fee	$ 5,700.00	Invoiced Annually
Unplanned Outage Fee	$ 1500.00	per day (ex. lightning strike, bird strike)
Facility Visit Fee	$ 1500.00	per day (ex. flight check)
Holiday Fee	$ 500.00	Additional to Unplanned Outage Fee
Cancellation/Delay Fee	$ 500.00	per day

*Definitions of Terms and Conditions

Airport Manager: Jeff Turner
Email Address: kcma@kanab.net
Phone Number: 435-644-2534

Statement of Work and Additional Terms
Attachment 1: Aviation Support and Maintenance Services General Terms and Conditions, Rev.1 Attachment 2: Statement of Work

Pricing Year 1: 5,700.00
Pricing Year 2: 5,700.00
Pricing Year 3: 5,700.00

Year 4 Pricing: $5,700.00 Year 5 Pricing: $5,700.00

This Order Summary is part of the DBT Support and Maintenance Services Agreement ("Service Agreement") between DBT and Customer. The Service Agreement consists of this Summary and each listed attachment. By signing this Order Summary, the parties signify that they have read, understand, and agree to be bound by all the terms and conditions of the Service Agreement.

DBT Transportation Services		Kanab Memorial Airport - KNB
By:		By:
Title:	Chief Operating Officer	Title: AIRPORT MANAGER
Date:	August 10, 2021	Date: 12/13/21

DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

Contracted Party:	**Serviced Customer Location:**
Name: Kanab Municipal Airport	Name: Kanab Municipal Airport - KNB
Street: 2378 S Highway 89A	Street: 2912 E County Rd 400 S
City: Kanab	City: Kanab
State: UT	State: UT
Zip: 84741	Zip: 84741
Contact Name:	Contact Name: Jeff Turner
Contact Email:	Contact Email: ccram@kanab.utah.gov
Contact Phone:	Contact Phone: 435-644-2534 / 435-644-2299
Invoice Email: ccram@kanab.utah.gov	

The Effective Date of this Agreement starts on 10/1/26.

The Term of this Agreement shall be for a period of 5 year(s) from Effective Date.

SERVICES	
☑ Periodic/ Pre-Season Maintenance	
☑ Equipment Restoration	3
☐ Data Services – NADIN	Select
☐ Data Services - ALIS	
☐ Data Services - RCR	
☐ Other Data Services	

AIRPORT WEATHER EQUIPMENT	MANUFACTURER	MODEL	INSPECTION FREQUENCY	ANNUAL DATE
AWOS ☑	DBT AW20	IIIPT	Tri Annual	8/16/27
DME ☐	Select		Select	
GS ☐	Select		Select	
LOC ☐	Select		Select	
VOR ☐	Select		Select	

DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

WEATHER/NAVAID EQUIPMENT	MANUFACTURER	MODEL	FREQUENCY	ANNUAL DATE
Markers ☐	Select	Select	Select	
NDB ☐	Select		Select	
RVR ☐	Select		Select	
RWIS Runway/Road ☐	Select	Select	Select	

	AIRFIELD EQUIPMENT	FREQUENCY	NOTES
☐	Approach Lighting		
☐	Bolt Torquing		
☐	CCR PMA		
☐	Control Tower		
☐	Moventor Skiddometer		
☐	PAPI/VASI		

PRICING		BILLED
Annual Fee		
Pricing Year One	$ 5,871.00	Annually
Pricing Year Two	$ 5,871.00	Annually
Pricing Year Three	$ 5,871.00	Annually
Pricing Year Four	$ 5,871.00	Annually
Pricing Year Five	$ 5,871.00	Annually
Contract Total	$ 29,355.00	

FEE SCHEDULE	
Unplanned Outage Fee	$ 1780 per day (lightning strike, bird strike)
Facility Visit Fee	$ 1780 per day
Holiday Visit Fee	$ 700 additional per day
Cancellation/Delay Fee	$ 700 per day

DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

STATEMENT OF WORK, ADDITIONAL TERMS & ATTACHMENTS

- [ ] Airfield Lighting Statement of Work
- [x] AWOS & Navaid Statement of Work
- [x] Data Services Statement of Work
- [x] DBT Terms and Conditions
- [ ] RWIS Maintenance Statement of Work
- [ ] Additional Notes and Attachments

This Order Summary is part of the DBT Support and Maintenance Services Agreement ("Service Agreement") between DBT and Customer. The Service Agreement consists of this Summary and each listed attachment. By signing this Order Summary, the parties signify that they have read, understand, and agree to be bound by all the terms and conditions of the Service Agreement.

DBT Transportation Services	**Contracted Party**
By:	**By:**
Title: Director of Services	**Title:**
Date: 6/10/26	**Date:**

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: October 13, 2026
TO: Mayor and City Council
SUBJECT: RA and Multi-Zoned Properties
PREPARED BY: Kyler Ludwig, City Manager

Background:

At the August 11, 2026, City Council meeting, staff presented information regarding the City's Rural Agriculture (RA) zoning designations. The City's Land Use Ordinance establishes RA-2, RA-5, and RA-10 districts, corresponding to minimum lot sizes of 2, 5, and 10 acres. However, the City's zoning map identifies existing Rural Agriculture properties simply as RA without specifying the applicable minimum lot size.

During the previous discussion, the City Council expressed interest in focusing the review on properties that had been recently annexed into Kanab City rather than reviewing all approximately 200 RA-zoned properties.

Following that discussion, staff further evaluated the City's zoning map and identified an additional category of properties that may warrant consideration: properties currently assigned multiple zoning designations.

Analysis:

Staff has identified three categories of properties for potential review:

1. Recently Annexed RA Properties

Consistent with the Council's previous direction, staff recommends reviewing recently annexed properties currently designated RA to determine whether RA-2, RA-5, or RA-10 would be the most appropriate designation.

The attached property inventory identifies 21 recently annexed RA parcels, ranging from less than one acre to approximately 49 acres. Establishing specific designations would provide greater clarity regarding permitted residential density and future subdivision potential.

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2. Larger RA Properties
Staff has also identified 10 larger RA-zoned properties exceeding 100 acres, primarily located near Jackson Flat Reservoir, the City's southern boundaries, and other undeveloped areas.

These properties represent significant areas of potential future development. Their size, location, surrounding land uses, infrastructure availability, and the City's General Plan should be considered when determining appropriate minimum lot sizes.

3. Properties with Multiple Zoning Designations
In reviewing the City's zoning map, staff identified 17 parcels with multiple zoning designations. These include combinations of Rural Agriculture with commercial or industrial zoning, as well as properties containing multiple residential or commercial zoning districts.

Examples include properties designated M-1/RA, C-2/RA, C-1/RR-1, and other combinations. Staff recommends including these properties in the review because the issue extends beyond minimum lot size. Commercial and industrial zoning districts permit land uses that may be substantially different from those intended for Rural Agriculture areas.

Reviewing these properties would provide an opportunity to evaluate whether the existing designations remain appropriate and whether more clearly defined zoning boundaries or adjustments should be considered.

Legal:
Changes to existing zoning designations would require compliance with applicable land use amendment procedures, including Planning Commission review, required public notice, a public hearing, and final consideration by the City Council.

Financial:

No immediate financial impact is anticipated from this discussion. Staff time would be required to evaluate the properties and prepare potential zoning amendments.

Recommendations/Actions:

It is recommended that the City Council:

1. Review the attached property lists and provide recommendations regarding appropriate zoning designations for the identified properties, including recently annexed RA properties, larger RA properties, and properties with multiple zoning designations.
2. Direct staff to initiate the zone change process for the identified properties based on Council recommendations.

KANAB CITY ZONING MAP

Current Zoning and Annexation Boundary

December 2022

N

0 0.25 0.5 Miles

Legend

- City & Annexation
- BLM
- C1
- C1, RR-1
- C2
- C2, RA
- C3
- C3, M2
- Future
- KC
- M1
- M1, RA
- M2
- MH-KCR
- OPEN
- PD
- R-1-10
- R-1-20
- R-1-8
- R-1-8, R-1-15
- R-1-8, C2, RM
- R-2
- RA
- RM
- RR-1
- RR-1, M2
- SITLA
- Kanab Creek

CivilScience Engineers | Surveyors | Solutions

KANAB UTAH

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

PARCEL_ID	location / Address	ZONE	SUBDIV	ACC_NUMBER	ACRES	
K-13-8-ANNEX		M1, RA		0073331	62.47	
K-14-5-ANNEX		M1, RA		0061773	21.3	
K-16-1-ANNEX		M1, RA		0061971	49.15	
K-17-20-ANNEX		C2, RA		0061328	4.07	
K-18-1	70 S 200 W	C1, RR-1		0012818	3	
K-18-32-ANNEX		R-1-8, C2, RM		0073703	231.57	
K-19-10-ANNEX		C2, RA		0140411	10.29	
K-19-16-ANNEX		C2, RA		0061393	10.5	
K-19-17-ANNEX		C2, RA		0061369	11.24	
K-19-18-ANNEX		C2, RA		0061344	15.75	
K-19-8-ANNEX		R-1-20, R-1-8 & R-1-15		0140403	30.46	
K-21-4-ANNEX	2073 S HWY 89A	C3 / M2		0144181	5.31	
K-30-10-ANNEX		M1, RA		0061104	18.76	
K-312-1	950 S Highway 89A	C2, RA	Vermilion Lofts A Minor Subdivision	0182008	4.67	
K-312-2	975 S 10 West	C2, RA	Vermilion Lofts A Minor Subdivision	0182015	4.38	
K-312-3	Wave Dr.	C2, RA	Vermilion Lofts A Minor Subdivision	0189364	7.63	
K-52-1		C1, RR-1		0016470	4.77	

PARCEL_ID	location / Add	ZONE	SUBDIV	ACC_NUMBER	ACRES	Approximate Location
4-6-4-11-A		RA		0175596	0.756	Recent annexation
K-39-8-Annex		RA		0182628	0.89	Recent annexation
K-39-4-Annex		RA		0073265	4.33	Recent annexation
K-39-3-Annex		RA		0142383	4.8	Recent annexation
K-39-7-Annex		RA		0073307	4.94	Recent annexation
K-39-29-Annex		RA		0073414	6.5	Recent annexation
K-39-10-Annex		RA		0073448	13.5	Recent annexation
K-39-9-Annex		RA		0073257	13.96	Recent annexation
K-39-28-Annex		RA		0073406	15	Recent annexation
K-39-42-ANNEX		RA		0073349	18.3	Recent annexation
K-39-12-Annex		RA		0073489	19	Recent annexation
K-39-13-Annex		RA		0073497	21.04	Recent annexation
K-39-39-Annex		RA		0073208	23.6	Recent annexation
K-39-14-Annex		RA		0073422	24.15	Recent annexation
K-39-11-Annex		RA		0073513	25.11	Recent annexation
K-39-17-Annex	2686 S 250 W	RA		0073745	29.17	Recent annexation
K-39-2-Annex		RA		0073232	32.903	Recent annexation
K-39-20-Annex		RA		0131816	33.32	Recent annexation
K-39-43-ANNEX		RA		0061583	44.37	Recent annexation
K-39-42-ANNEX		RA		0061880	47.24	Recent annexation
K-39-15-Annex		RA		0073752	48.9	Recent annexation
K-13-4-ANNEX		RA		0061799	102.87	**This property has gone through a minor subdivision, it is no longer 102-acres**
K-13-7-1-ANNEX		RA		0147663	115.8	Parcel east of the Jackson Flat Reservoir
K-16-16-ANNEX		RA		0073117	160	Parcel east of the Jackson Flat Reservoir
K-16-17-ANNEX		RA		0073125	160	Parcel east of the Jackson Flat Reservoir
K-16-18-ANNEX		RA		0073133	160	Parcel east of the Jackson Flat Reservoir
K-16-16A-ANNEX		RA		0147788	160.21	Parcel east of the Jackson Flat Reservoir
K-18-5-ANNEX		RA		0073562	217.57	By sewer lagoon
K-16-2-ANNEX		RA		0061914	237.57	By the City's Eastern Border Front HWY 89 and Chinle splits the property
K-13-7-ANNEX		RA		0073141	394.93	Along Jackson Flat Reservoir service road
K-18-28A-ANNEX		RA		0147572	450.35	Northwest of sewer lagoon

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DATE: October 13, 2026
TO: Mayor and City Council
SUBJECT: Ranchos Sewer
PREPARED BY: Kyler Ludwig, City Manager

Background:

The Kanab Ranchos area has historically relied on individual septic systems for wastewater disposal. Over time, concerns have been raised regarding failing septic systems, limited soil absorption, smaller residential lots, and the long-term sustainability of continued septic use in portions of the neighborhood.

In October 2023, Civil Science completed a Preliminary Engineering Report (PER) evaluating the feasibility of extending municipal sewer infrastructure throughout the Ranchos. The study identified potential public health concerns, evaluated several sewer collection alternatives, and outlined a phased approach to providing sewer service to the area.

While the need for sewer infrastructure has been identified in previous planning efforts, implementing a system would represent a significant financial and infrastructure undertaking for the City and affected property owners.

Analysis:

The 2023 engineering report identified several factors supporting consideration of a municipal sewer system, including:

- Aging Septic Systems: Existing systems are experiencing failures, and replacement options may be limited due to lot sizes and soil conditions.
- Public Health: Continued septic failures could create sanitation concerns and potentially affect neighboring properties and groundwater.
- Future Development: Sewer infrastructure would provide additional opportunities for development and redevelopment within the Ranchos.
- Infrastructure Costs: Extending sewer service would require substantial investment in collection lines, connections, and potentially additional wastewater infrastructure.

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The engineering report evaluated several alternatives, including gravity sewer, low-pressure systems, and other collection methods. Each alternative presents different construction costs, ongoing maintenance requirements, and impacts on property owners.

The purpose of this discussion is to determine how the City Council would like to be involved in addressing the long-term sewer needs of the Ranchos.

Areas for Council discussion include:

1. Level of City Involvement: Does the Council view extending sewer to the Ranchos as a City infrastructure priority, or should improvements be driven primarily by property owner needs and future development?
2. Public Engagement: Does the Council want staff to begin discussions with Ranchos residents to better understand their concerns, interest in sewer service, and willingness to participate financially?
3. Funding and Financial Responsibility: What role should the City consider in funding sewer infrastructure, and how should potential costs be shared among the City, existing property owners, and future development?
4. Future Planning: Should staff continue evaluating project phasing, funding opportunities, and updated cost estimates, or should additional work be deferred until there is clearer community interest?

This discussion is intended to establish the Council's general direction before staff commits additional resources toward advancing the project.

Legal:

This item has not been submitted for legal review.

Financial:

There is no immediate financial impact associated with this discussion.

Recommendations/Actions:

It is recommended that the City Council:

- Discuss the need for municipal sewer infrastructure in the Kanab Ranchos.
- Provide direction regarding the level of City involvement in future planning, public outreach, and potential funding.

KANAB RANCHOS SEWER PROJECT

PRELIMINARY ENGINEERING REPORT

October 2023

Prepared for:

KANAB UTAH

Prepared by:

CivilScience
Engineers | Surveyors | Solutions
1453 S Dixie Drive, Ste 150
St. George, UT 84770
435 986 0100

PROFESSIONAL ENGINEER
KELVIN C. SMITH
10/27/2023
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STATE OF UTAH

Staff Member	Role
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1 PROJECT PLANNING

1.1 Location

Kanab City is on the southern border of Kane County and the State of Utah. The Kanab Ranchos Sewer system is located on the Southeast end of the city. Phase 1 stretches from W. Kanab Creek Dr. at the North end to W. Navajo Dr. in the South. It covers S Lee Dr. on the West side to Escalante Dr. in the East. The sewer will run under W Navajo Dr, W Rider Dr, W Aspen Dr, W Vance Dr, W Pipe Springs Dr, W Johnson Dr, Kane Dr and S Hamblin Dr. It also includes W Willow Dr for the segment between S Powell Dr and Escalante Dr. Later phases will include S Buckskin Dr, S Kanab Creek Dr, S Lee Dr, S Heaton Dr, S Stewart Dr, S McAllister Dr, S Vermillion Drive, S Powell Dr, S Stewart Dr. It also includes the Cedar Heights neighborhood with W Stagecoach Trail, N Dry Gulch Dr, W Winchester Dr and W Rawhide Dr.

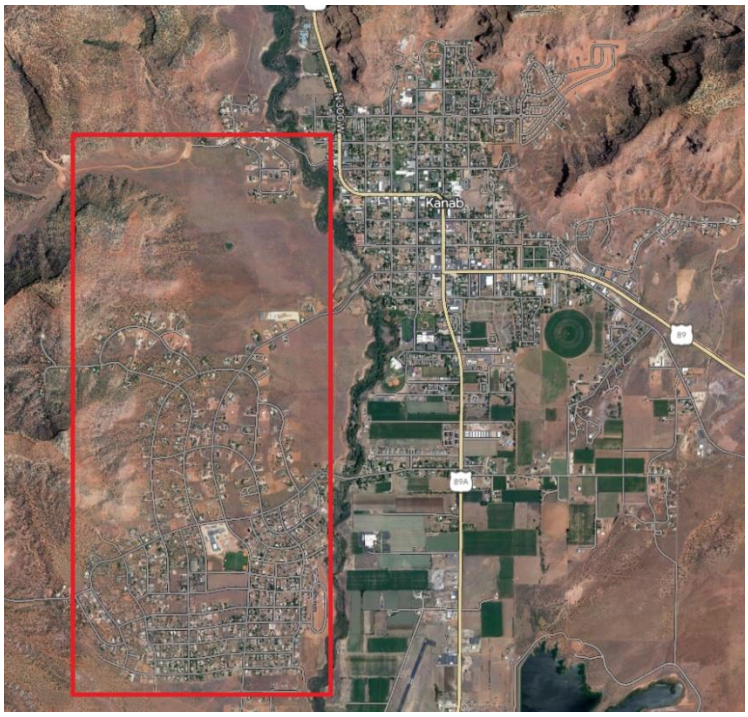


FIGURE 1: KANAB CITY VIA GOOGLE EARTH

1.2 Environmental Resources Present

There are no known environmental resources on the site of the proposed sewer system. Proposed pipeline improvements are within developed neighborhoods, streets, and establish right-of-way. Areas outside of established neighborhoods are anticipated to be constructed with future developments.

1.3 Population Trends

Past census figures and population trends from the Census Bureau are presented in Table 2 and were analyzed to create a projection of how the City's growth will occur. Census data and annual growth rates from 1970 to 2010, plus the historic 10-year, 20-year, 30-year, and 40-year average annual growth rates for the dates specified are included in the table. These historic rates serve as a comparison with projected growth rates.

TABLE 1: HOUSEHOLD FACTS

Housing Occupancy		
Total Housing Units	2209	100%
Occupied Housing Units	1815	82%
Vacant Housing Units	394	18%
Person Per Houshold	2.4	

It is projected that both residential and commercial development will continue to grow at a moderate rate for the duration of the 10-year and 20-year planning horizons. For this study, and to prepare future water demands, it is projected that 2%-3% growth will occur for the next 20 years; 3% annually for 10 years, then 2% annually for the next 10 years. If system capacity is reached earlier or later than projected, then future improvements to support growth may either come earlier or later as needed. This analysis assumes that the residential household size remains the same and that residential and commercial growth will occur at the same rate. Table 1 shows housing unit statistics and household size according to the latest federal census data.

TABLE 2: HISTORIC POPULATION & GROWTH RATES`

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

Calculating an Equivalent Residential Connection (ERC) provides a way to compare residential to non-residential connections. This means that a residential connection equals 1 ERC and that if a commercial connection is 3 ERCs then it uses 3 times more water than a residential connection. Commercial connections generally use more water than residential connections. Establishing an ERC value for commercial connections allows water usage to be evaluated fairly. Utah Division of Water Rights has water use and connection data available from 2018. Water use and connection numbers for the four types of water connections. ERC values per connection for each connection type and total ERC's for Kanab's water system are provided for data current to 2018 in Table 3.

TABLE 3: ERC CALCULATIONS FROM 2018 DWR DATA

Connection Type	Water Use [ac-ft]	%	Connections	ac-ft/conn	ERC/conn	ERC's
Residential	805.18	61.9%	1983	0.41	1.00	1983
Commercial	186.16	14.3%	137	1.36	3.35	458
Industrial	0.55	0.0%	1	0.55	1.35	1
Institutional	308.9	23.7%	86	3.59	8.85	761
					TOTAL	3203

Annual population, ERC, and growth rate projections for the 20-year planning horizon are available in Table 4. Population values for 2018 and earlier are from census data. ERC's calculated for 2018 are shown in the table and grow according to the 40-year historic growth rate of 2.9%.

1.4 Community Engagement

Kanab City Public Works has a history of engaging the community through public open house meetings and newsletters with utility bills. City Council members and other City leadership understand the need to replace the

existing individual septic systems with a community sewer collection system. Too often there are reported cases of septic systems overflowing or backing up, usually because of a lack of percolation. This project was identified in the 2018 Kanab Wastewater Impact Fee Facilities Plan & Analysis (IFFPA) as a key piece of infrastructure for the safety and growth of the city. The main avenue for public participation is through normal City Council meetings and through coming public open houses related to the 2023 update to the Kanab Wastewater IFFPA.

TABLE 4: GROWTH PROJECTIONS

YEAR	POPULATION	RESIDENTIAL ERCs	COMMERCIAL ERCs	TOTAL ERCs	GROWTH
2010	4,312	1,445	943	2,388	-
2011	4,312	1,445	943	2,388	0.0%
2012	4,376	1,466	957	2,423	1.5%
2013	4,300	1,441	941	2,381	-1.7%
2014	4,300	1,441	941	2,381	0.0%
2015	4,710	1,578	1,030	2,608	9.5%
2016	4,780	1,601	1,046	2,647	1.5%
2017	4,610	1,904	1,076	2,980	2.9%
2018	4,740	1,983	1,220	3,203	2.9%
2019	4,877	2,041	1,255	3,296	2.9%
2020	5,019	2,100	1,292	3,391	2.9%
2021	5,164	2,161	1,329	3,490	2.9%
2022	5,314	2,223	1,368	3,591	2.9%
2023	5,468	2,288	1,407	3,695	2.9%
2024	5,627	2,354	1,448	3,802	2.9%
2025	5,790	2,422	1,490	3,913	2.9%
2026	5,958	2,493	1,533	4,026	2.9%
2027	6,131	2,565	1,578	4,143	2.9%
2028	6,309	2,639	1,624	4,263	2.9%
2029	6,492	2,716	1,671	4,387	2.9%
2030	6,680	2,795	1,719	4,514	2.9%
2031	6,874	2,876	1,769	4,645	2.9%
2032	7,073	2,959	1,820	4,779	2.9%
2033	7,278	3,045	1,873	4,918	2.9%
2034	7,489	3,133	1,928	5,061	2.9%
2035	7,706	3,224	1,983	5,207	2.9%
2036	7,930	3,317	2,041	5,358	2.9%
2037	8,160	3,414	2,100	5,514	2.9%
2038	8,396	3,513	2,161	5,674	2.9%
2039	8,640	3,614	2,224	5,838	2.9%
2040	8,890	3,719	2,288	6,008	2.9%

2 EXISTING FACILITIES

2.1 Location Map

Maps showing existing facilities and the proposed improvements to Kanab's sewer system are provided in Appendix A. There are several existing sewer lines in use in the Ranchos neighborhood, including the sewer outfall line and the sewer treatment lagoons.

2.2 History

In the past years, there have been reports of septic systems backing up in Kanab. The 2018 Kanab Wastewater IFFPA identified a sewer collection system in the Ranchos area as a major project for the safety and health of the community and acts as the foundation of this PER. There are several existing sewer collection pipes in the area. The Creekside subdivision has a sewer trunk line that was extended to service the new Kanab Elementary School. Catori Canyon is a new subdivision that is being constructed north of Powell Dr and 400 E that will be serviced by a sewer collection system and sewer lift station. The sewer outfall for the Catori Canyon lift station will be near 200 E and 300 S. This PER accounts for all existing sewer facilities and tie-in scenarios to maintain a cohesive system that reduces capital and maintenance costs.

2.3 Condition of Existing Facilities

As of the 2018 Kanab IFFPA, the peak daily flow into the sewer treatment lagoons was 0.292 MGD (million gallons per day) as seen in Table 5. The treatment lagoons have a capacity of 0.705 MGD according to the Treatment Design Criteria in the Operations and Maintenance Manual. Table 6 shows these calculations. Treatment capacity is dependent upon infiltration area and evaporation. With an assumed 3% annual growth and with bringing the Ranchos area online with sewer, the 2018 Kanab IFFPA shows that the treatment capacity will be reached by approximately the year 2038.

TABLE 5: PEAK FLOW DEMAND SUMMARY

Year	Serviced ERCs	Average Daily Flow [gpm]	Peak Daily Flow [gpm]	Peak Daily Flow [MGD]
2018	1,951	200.7	803	0.289
2028	3,398	349.6	1,398	0.503
2038	4,743	488.0	1,952	0.703

With new developments and new homes on vacant lots being built in the Ranchos neighborhood, the condition and continued failure of septic systems could grow public health and safety concerns. There is currently no City contingency plan to address the growing septic concerns except to expand the public sewer collection system to include this part of the City.

TABLE 6: SEWER LAGOON TREATMENT DESIGN CRITERIA

Population and Flows

4800	people at	120 gpcd	0.576 mgd
350	motel units at	60 gpcd	0.021 mgd
	Industrial (5% of baseline)		0.030 mgd
	I&I	54 gpm	0.078 mgd
		Total Avg Daily Flow	**0.705 mgd**
			789.7 ac-ft/yr*

*This value was incorrectly converted at the time of original planning and construction

0.279 mgd - This is the measured annual average flow for 2016

Lagoon Design Calculations

Evaporation Rate	4.93 ft/yr
Precipitation	1.03 ft/yr
Net Loss due to Evap	3.90 ft/yr
Seepage Loss of 1/8' per day	3.80 ft/yr
Total Loss	**7.70 ft/yr**
Area based on flow	***102.6 ac***
Actual Area	***102.0 ac***

There is currently one sewer lift station that services the southeast portion of the city, which includes the Kane County Water Conservancy District (KCWCD) and the Sherrif's office. That lift station may service future development as well. The rest of the sewer collection system is a gravity PVC sewer network that crosses Kanab Creek with a utility bridge near Navajo Dr.

2.4 Financial Status of any Existing Facilities

The last payment for the 1998 Water & Sewer Revenue Bonds was made January 1, 2019. Kanab's current budget plans $137,000 in bond principal for the 2018 fiscal year and is expected to maintain that annual payment. Operating expenses and revenues from the 2018 audit were updated to the cash flow created for the 2018 report. Kanab City Water and Sewer share a financial statement. Based on past billing, water accounts for approximately 80% of the operating revenue, while sewer the other 20%. Table 7 shows the cash flow for the sewer utility from the 2018 Kanab Wastewater IFFPA.

The city currently charges $17.76 per month for sewer utility service and has an adopted wastewater impact fee of $2,004.06, which is 45% of the maximum allowable wastewater impact fee of $4,453.48.

TABLE 7: CASH FLOW FROM 2018 KANAB WASTEWATER IFFPA

Title	2015	2016	2017	2018
Revenue				
Total ERCs	1,461	1,546	1,880	1,969
New ERCs	-	85	334	89
Average User Rate	$ 11.15	$ 11.15	$ 12.56	$ 12.56
Charges for Services	$ 208,172	$ 206,847	$ 283,349	$ 296,823
Connection Fees	$ -	$ -	$ -	$ -
Other Revenues	$ 6,445	$ 8,302	$ 8,551	$ 8,808
Impact Fees Collected	$ -	$ -	$ -	$ -
Total Operating Revenue	$ 214,617	$ 215,149	$ 291,900	$ 305,631
Expenses				
Rent	$ 277	$ 124	$ 1,481	$ 646
Salaries & Wages	$ 68,173	$ 70,387	$ 74,219	$ 73,054
Employee Benefits	$ 29,944	$ 36,226	$ 38,119	$ 38,288
Office Expense	$ 7,484	$ 9,378	$ 14,241	$ 12,164
Insurance	$ 3,500	$ 3,995	$ 4,912	$ 4,260
Utilities	$ 10,902	$ 10,626	$ 14,305	$ 12,839
Travel & Training	$ 627	$ 1,190	$ 1,571	$ 1,422
System Repairs & Maintenance	$ 27,014	$ 15,573	$ 32,556	$ 25,799
Professional Services	$ 921	$ 1,103	$ 311	$ 802
Miscellaneous	$ 3,243	$ 2,741	$ 2,664	$ 2,969
Interest & Fiscal Charges	$ 1,408	$ 744	$ 650	$ 962
Current Liabilities	$ 28,893	$ 28,634	$ 30,837	$ 30,338
Total Operating Expenses	$ 182,386	$ 180,720	$ 215,866	$ 203,543
Accounts				
Net Cash	$ 32,231	$ 34,429	$ 76,034	$ 102,088
Operating Account Balance	$ 555,573	$ 526,291	$ 602,324	$ 704,412

2.5 Inflow and Infiltration Audit

There is no data available for inflow and infiltration into the sewer collection system. Based on master meter data from the sewer outfall line at the treatment lagoons, we assumed that there is minimal storm water inflow and ground water infiltration. Figure 2 shows the sewer master meter data available from the 2018 Kanab IFFPA

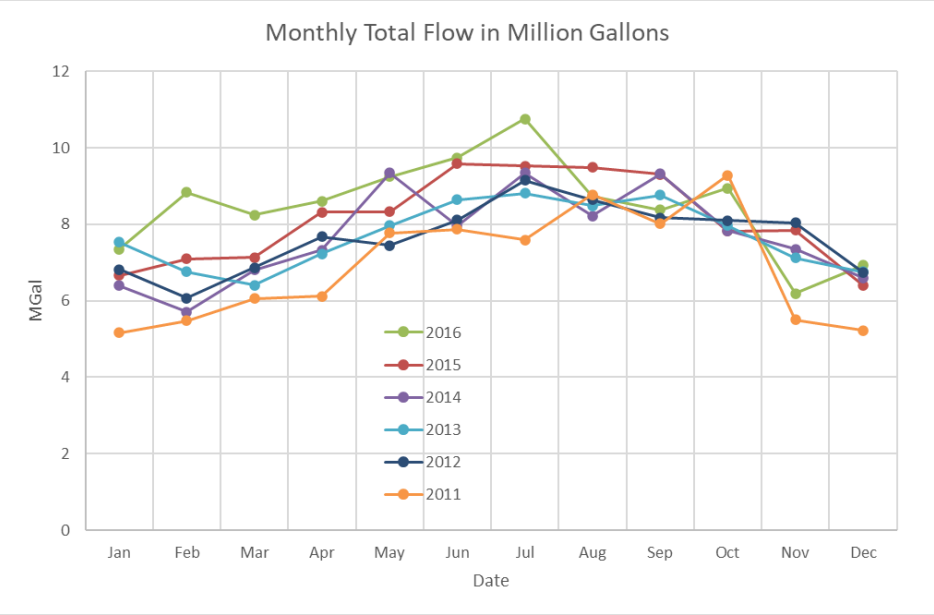


FIGURE 2: SEWER FLOW METER DATA SUMMARY

3 NEED FOR PROJECT

3.1 Health, Sanitation, and Security

With new developments and new homes on vacant lots being built in the Ranchos neighborhood, the condition and continued failure of septic systems will grow public health and safety concerns. In a worst-case scenario, the ground water could become saturated and leach into Kanab Creek to the east. Under current health department policy and best practices, these same septic systems would not be permitted because the lot sizes are not large enough to sustain proper infiltration. There is currently no City contingency plan to address the growing septic concerns except to expand the public sewer collection system to include this part of the City. Adding a sewer collection system to replace private septic systems adds to the security of handling public sanitation by conveying the harmful material away from residences. It transfers liability away from the individual property owners and to the city, which has the funds and trained resources to manage wastewater safety and securely.

3.2 Aging Infrastructure

As the residences in the Ranchos neighborhood get older, there appears to be a higher failure rate of septic fields. This causes the homeowner to spend money to clean their system or potentially spend more capital to replace the leach field. Failing septic systems put neighboring properties and the community at large in a health hazard. With lots under ¼ acre, the higher density area on the south section of the Ranchos is primed for cascading failed septic systems because the leach fields are too close to allow for adequate infiltration.

3.3 Reasonable Growth

The 2018 Kanab Wastewater IFFPA and this Preliminary Engineering Report (PER) have evaluated population growth and leveraged water use growth for the past few years and projected growth over the next 20 years. The general area west of Kanab Creek has a large potential for future growth. The built areas that are currently subdivided have about a 20% vacancy rate of lots. The undeveloped areas are shown in the general plan as lot density residential, which is assumed to average 1 lot per acre. Future modeling inputs for this PER account for the entire west side of the Kanab Creek to be built out and for future development areas to average between ½ acre and 1 acre lots. 1,100 users (plus an addition 233 users from Catori Canyon development) could be services by sewer collection pipes resulting from this project will contribute via user fees to the city's sewer utility enterprise fund and will add a large portion of the cost for the proposed projects. However, to cover all costs for the proposed projects, grant money, increasing user rates, and connection fees have been considered.

4 ALTERNATIVES CONSIDERED

Proposed alternatives are presented in a general order of more annual costs to maintain the system. All options, except one, feature a gravity network that can reasonably sewer most users by keeping sewer lines to existing right-of-way. Then each alternative explores options to sewer areas that are difficult to provide typical gravity sewer service generally because of topography. As an example, these alternatives are named as "Gravity + Low Pressure", where a short description of how to handle challenging areas is given. Most options investigate varying

forms of pressurized sewer systems to feasibly service all existing and future residents. Seven alternatives are presented in this PER. Sewer collection alternative seek to service Kanab residents that live west of Kanab Creek in a sanitary, safe, and cost-effective manner.

All materials for the project are to comply with American Iron and Steel requirements as per RUS Bulletin 1780-35.

4.1 Alternative 1: Gravity Sewer + No action

4.1.1. Description

This alternative consists of a multiphase construction plan to install gravity sewer pipe throughout the Ranchos area and stay within existing right-of-way. Locations that are challenging to sewer because of topography and a lack of existing public easement are left alone and will continue to be serviced with private septic systems. Phase 1 construction would include the more densely developed area on the southeast corner of the Ranchos, approximately bounded by Kanab Creek Dr, Lee Dr, Navajo Dr, and Escalante Dr.

4.1.2. Design Criteria

The design of this alternative is to provide only gravity sewer with existing and proposed public rights-of-way. 8" sewer mains at 0.5% were the minimum size and slope for design. In isolated special cases, larger pipes at reduced slope, such as a 0.4% slope 15" trunk line, are proposed to feasibility extend the proposed sewer collection system. A phased approach for construction would limit construction time and project costs for each phase. Phases 1 & 2 pipes are highlighted in red in Figure 3. Phases 1 & 2 would service the higher density area of southeast Ranchos. This area would have approximately 607 units serviced at the 20-year buildout.



FIGURE 3: PHASES 1 & 2 SEWER MAINS AND SERVICE AREA

All pipes would be designed for buildout so the flow capacity of the system would service the full study area. Approximately 136 lots would left with no action because there is no existing easement or right-of-way for sewer to gravity flow to collection lines.

There is one area where approximately 5 contiguous easements are required to sewer most of the area north of Kanab Creek Dr. This area is along lot lines affecting 5 lots northeast of the intersection of Kanab Creek Dr and Hamblin Dr. This would allow the greater part of the north Ranchos area, the undeveloped area along Kanab Creek between Kanab Creek Dr and Powell Dr, Catori Canyon, and most of Cedar Heights to be serviced by a gravity sewer system.

4.1.3. Map

A preliminary layout showing all phases of the sewer for this alternative is shown in Figure A-01 in Appendix A.

4.1.4. Environmental Impacts

No issues with farmland, endangered species, or historical and archaeological resources are identified with the proposed distribution sites. Migratory bird patterns will be considered for the construction schedule.

A map of the wetlands in Kanab is provided in the Appendix. There are several crossings of riverine wetlands as shown in the list below:

- Kanab Creek Dr, Stewart Dr, Vermillion Dr and Powell Dr in several locations
- Intersection of Navajo Dr and Lee Dr
- Grand Canyon Dr
- Hamblin Dr
- Heaton Dr
- Chamberlan Dr
- Hopi Dr
- McAllister Dr
- Willow Dr
- Judd Dr
- Escalante Dr

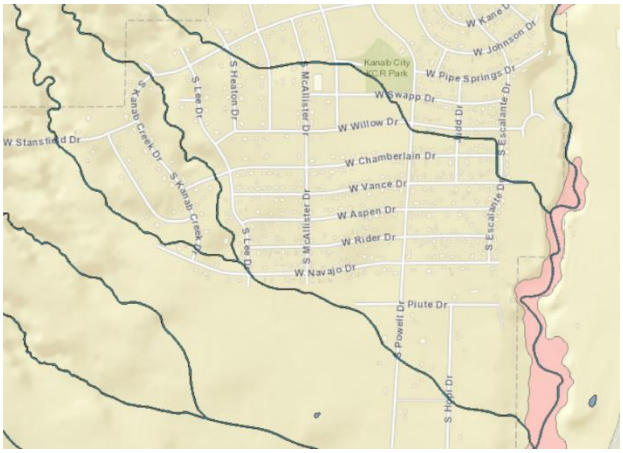


FIGURE 4: WETLANDS THROUGH THE RANCHOS

4.1.5. Land Requirements

Minimal land acquisition in the form of easements is required to service the greater portion of the area north of Kanab Creek Dr. If 25' easements are required to access and maintain the proposed sewer lines, the area totals approximately 0.77 acres across 5 properties. Areas through undeveloped land would be dedicated to the city at the time of development and sewer installation.

4.1.6. Potential Construction Problems

The alternative would most likely require a phase approach. Also, with the expected spread out construction area, occasional moving of staging areas and construction sites will require emphasis on traffic control.

4.1.7. Sustainability Considerations

These improvements will result in a connected sewer system network with lower public risk for safety and sanitation. Green infrastructure is not proposed with this alternative.

4.1.8. Cost Estimates

Construction costs are estimated to be $19,931,420 with non-construction costs estimated at $3,249,200. Annual O&M is estimated to be $10,400. See Appendix D for complete Cost Estimates and O&M Estimates.

4.2 Alternative 2: Gravity Sewer + Gravity Sewer

4.2.1. Description

This alternative consists of a multiphase construction plan to install gravity sewer pipe throughout the Ranchos area and acquire easements for proposed sewer pipe along property lines. Locations that are challenging to sewer by staying within the existing right-of-way will need a public easement. Phase 1 construction would include the more densely developed area on the southeast corner of the Ranchos, approximately bounded by Kanab Creek Dr, Lee Dr, Navajo Dr, and Escalante Dr.

4.2.2. Design Criteria

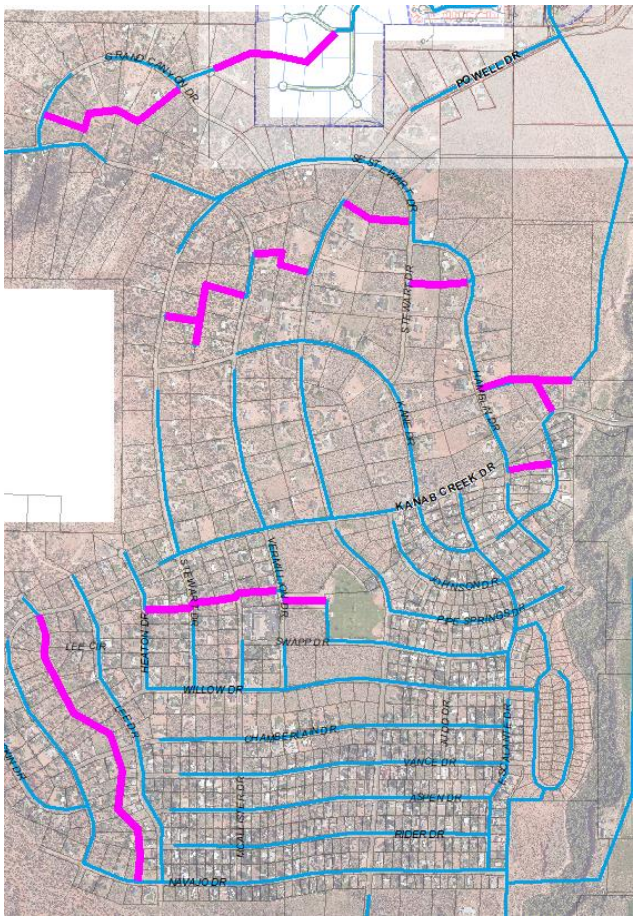


FIGURE 5: REQUIRED SEWER EASEMENTS FOR GRAVITY SEWER

The design of this alternative is to provide only gravity sewer to as many users as possible, even if sewer lines through low areas and along property lines is required. 8" sewer mains at 0.5% were the minimum size and slope for design. In isolated special cases, larger pipes at reduced slope, such as a 0.4% slope 15" trunk line, are proposed to feasibility extend the proposed sewer collection system. A phased approach for construction would limit construction time and project costs for each phase. Phases 1 & 2 would service the higher density area of southeast Ranchos. This area would have approximately 607 units serviced at the 20-year buildout.

All pipes would be designed for buildout so the flow capacity of the system would service the full study area. Approximately 136 lots require public sewer easements through or along property lines. Most of these easements are in the northern portion of the Ranchos, but there are some on the west side.

4.2.3. Map

A preliminary layout showing all phases of the sewer for this alternative is shown here in Figure 5 and in Figure A-02 in the Appendix

4.2.4. Environmental Impacts

No issues with farmland, endangered species, or historical and archaeological resources are identified with the proposed pipe alignments. Migratory bird patterns will be considered for the construction schedule.

A map of the wetlands in Kanab is provided in the Appendix. There are crossings plus several pipe alignments within riverine wetlands as shown in the list below:

- Kanab Creek Dr, Stewart Dr, Vermillion Dr and Powell Dr in several locations
- Intersection of Navajo Dr and Lee Dr
- Grand Canyon Dr
- Hamblin Dr
- Heaton Dr
- Chamberlan Dr
- Hopi Dr
- McAllister Dr
- Willow Dr
- Judd Dr
- Escalante Dr

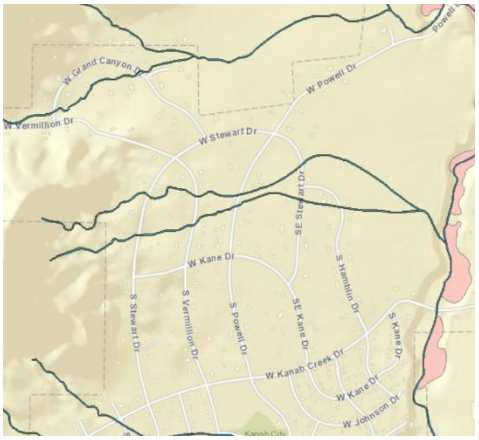


FIGURE 6: WETLANDS THROUGH NORTH RANCHOS

4.2.5. Land Requirements

Land acquisition in the form of easements is required to service the greater portion of the area north of Kanab Creek Dr. If 25' easements are required to access and maintain the proposed sewer lines, the area totals approximately 7.8 acres across 105 properties. Areas through undeveloped land would be dedicated to the city at the time of development and sewer installation.

4.2.6. Potential Construction Problems

There are 14 separate easement areas that would require narrow trench sewer construction. While the easement areas do not have buildings impeding access, there is a high risk of damaging private property and the need to repair to existing conditions. The alternative would most likely require a phase approach because of the expected spread out construction area, occasional moving of staging areas and construction sites will require emphasis on traffic control.

4.2.7. Sustainability Considerations

These improvements will result in a connected sewer system network with lower public risk for safety and sanitation. Green infrastructure is not proposed with this alternative. Additional power would not be required because no pumps are proposed with this alternative.

4.2.8. Cost Estimates

Construction costs are estimated to be $22,044,540 with non-construction costs estimated at $4,387,200. Annual O&M is estimated to be $14,400. See Appendix D for complete Cost Estimates and O&M Estimates.

4.3 Alternative 3: Gravity Sewer + EOne

4.3.1. Description

This alternative consists of a multiphase construction plan to install gravity sewer pipe throughout the Ranchos area and stay within existing right-of-way. Locations that are challenging to sewer because of topography and a lack of existing public easement are to be services by low pressure sewer system. EOne was the manufacturer

that provided their design, construction costs, and maintenance costs for this PER. Phase 1 construction would include the more densely developed area on the southeast corner of the Ranchos, approximately bounded by Kanab Creek Dr, Lee Dr, Navajo Dr, and Escalante Dr.

4.3.2. Design Criteria

The design of this alternative is to provide gravity sewer within existing right-of-way, then provide a low pressure sewer system for areas that are challenging to sewer with a gravity system. 8" sewer mains at 0.5% were the minimum size and slope for design. In isolated special cases, larger pipes at reduced slope, such as a 0.4% slope 15" trunk line, are proposed to feasibility extend the proposed sewer collection system. A phased approach for construction would limit construction time and project costs for each phase. Phases 1 & 2 would service the higher density area of southeast Ranchos. This area would have approximately 607 units serviced at the 20-year buildout.

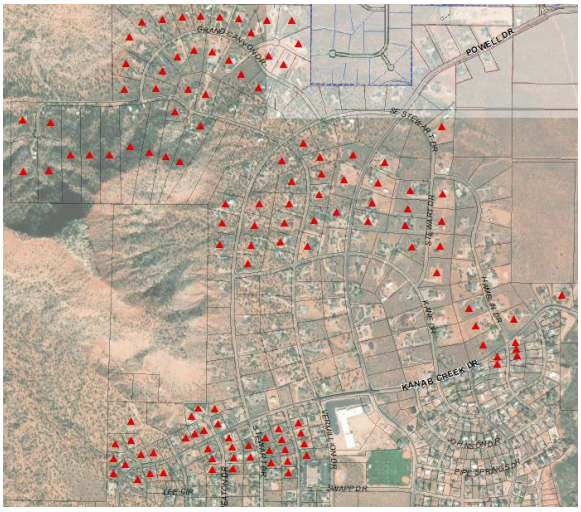


FIGURE 7: LOTS REQUIRING AN EONE SYSTEM

All pipes would be designed for buildout so the flow capacity of the system would service the full study area. Approximately 136 lots require an EOne low pressure system that consists of an alarm panel, electrical box, wet well, grinder pump, and sewer lateral kit with a check valve.

4.3.3. Map

A preliminary layout showing all phases of the sewer for this alternative and the lots requiring an EOne system are in Figure A-03 in the Appendix. Most of the lots requiring and EOne system are shown above in Figure 7.

4.3.4. Environmental Impacts

No issues with farmland, endangered species, or historical and archaeological resources are identified with the proposed pipe alignments. Migratory bird patterns will be considered for the construction schedule.

A map of the wetlands in Kanab is provided in the Appendix. There are crossings plus several pipe alignments within riverine wetlands as shown in the list below:

- Kanab Creek Dr, Stewart Dr, Vermillion Dr and Powell Dr in several locations
- Intersection of Navajo Dr and Lee Dr
- Grand Canyon Dr
- Hamblin Dr
- Heaton Dr
- Chamberlan Dr
- Hopi Dr
- McAllister Dr
- Willow Dr
- Judd Dr
- Escalante Dr

4.3.5. Land Requirements

Minimal land acquisition in the form of easements is required to service the greater portion of the area north of Kanab Creek Dr. If 25' easements are required to access and maintain the proposed sewer lines, the area totals approximately 0.77 acres across 5 properties. Areas through undeveloped land would be dedicated to the city at the time of development and sewer installation.

4.3.6. Potential Construction Problems

The alternative would most likely require a phase approach. Also, with the expected spread-out construction area, occasional moving of staging areas and construction sites will require emphasis on traffic control. Kanab may choose to install the EOne systems within an existing public utility easement along the property frontage or work with each homeowner to best locate the pump. Electricity will come from each residence. Typically, the homeowner will own and maintain the EOne wet well and pump, while the city will maintain from the check valve into the right-of-way.

4.3.7. Sustainability Considerations

These improvements will result in a connected sewer system network with lower public risk for safety and sanitation. Green infrastructure is not proposed with this alternative. Smaller sewer mains are required for the low-pressure pipes resulting in them being easier to install because they can be 4' deep versus a typical gravity sewer at about 9' deep.

4.3.8. Cost Estimates

Construction costs are estimated to be $23,866,180 with non-construction costs estimated at $3,890,500. Annual O&M is estimated to be $43,900. See Appendix D for complete Cost Estimates and O&M Estimates.

4.4 Alternative 4: Gravity Sewer + Vacuum Sewer

4.4.1. Description

This alternative consists of a multiphase construction plan to install gravity sewer pipe throughout the Ranchos area and stay within existing right-of-way. Locations that are challenging to sewer because of topography and a lack of existing public easement are to be services by a vacuum sewer system. Airvac was the manufacturer that provided their design, construction costs, and maintenance costs for this PER. Phase 1 & 2 construction would include the more densely developed area on the southeast corner of the Ranchos, approximately bounded by Kanab Creek Dr, Lee Dr, Navajo Dr, and Escalante Dr.

4.4.2. Design Criteria

The design of this alternative is to provide gravity sewer within existing right-of-way, then provide a vacuum sewer system for areas that are challenging to sewer with a gravity system. 8" sewer mains at 0.5% were the minimum size and slope for design. In isolated special cases, larger pipes at reduced slope, such as a 0.4% slope 15" trunk line, are proposed to feasibility extend the proposed sewer collection system. A phased approach

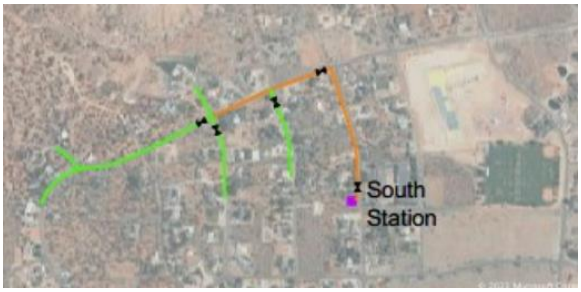


FIGURE 8: PORTION OF THE VACUUM SYSTEM

for construction would limit construction time and project costs for each phase. Phases 1 & 2 would service the higher density area of southeast Ranchos. This area would have approximately 607 units serviced at the 20-year buildout.

All pipes would be designed for buildout so the flow capacity of the system would service the full study area. Approximately 136 lots require vacuum system that create negative pressure with a vacuum station, valve pits, and vacuum sewer mains.

4.4.3. Map

A preliminary layout showing all phases of the sewer for this alternative and the lots requiring an Airvac vacuum system are in Figure A-04 in the Appendix.

4.4.4. Environmental Impacts

No issues with farmland, endangered species, or historical and archaeological resources are identified with the proposed pipe alignments. Migratory bird patterns will be considered for the construction schedule. A map of the wetlands in Kanab is provided in the Appendix. There are crossings plus several pipe alignments within riverine wetlands as shown in the list below:

- Kanab Creek Dr, Stewart Dr, Vermillion Dr and Powell Dr in several locations
- Intersection of Navajo Dr and Lee Dr
- Grand Canyon Dr
- Hamblin Dr
- Heaton Dr
- Chamberlan Dr
- Hopi Dr
- McAllister Dr
- Willow Dr
- Judd Dr
- Escalante Dr

4.4.5. Land Requirements

Minimal land acquisition in the form of easements is required to service the greater portion of the area north of Kanab Creek Dr. If 25' easements are required to access and maintain the proposed sewer lines, the area totals approximately 0.77 acres across 5 properties. Areas through undeveloped land would be dedicated to the city at the time of development and sewer installation. Airvac assumed that 2.5 homes would be services by one pit on average for planning and estimating purposes. The pits would be installed on private property within a public utility easement. There will also need to be two approximately 50'x50' pieces of property for the vacuum pump stations, located at approximately the intersections of Kane Dr and Stweart Dr, and McAllister Dr and Swapp Dr.

4.4.6. Potential Construction Problems

The alternative would most likely require a phase approach. Also, with the expected spread-out construction area, occasional moving of staging areas and construction sites will require emphasis on traffic control. Kanab

may choose to install the valve pits within an existing public utility easement along the property frontage or work with the homeowners to best locate valve pit. The valve pits are fully pneumatic and do not require electricity.

4.4.7. Sustainability Considerations

These improvements will result in a connected sewer system network with lower public risk for safety and sanitation. Green infrastructure is not proposed with this alternative. Smaller sewer mains are required for the vacuum pipes resulting in them being easier to install because they can be 4' deep versus a typical gravity sewer at about 9' deep.

4.4.8. Cost Estimates

Construction costs are estimated to be $23,388,160 with non-construction costs estimated at $3,812,600. Annual O&M is estimated to be $44,850. See Appendix D for complete Cost Estimates and O&M Estimates.

4.5 Alternative 5: Vacuum Sewer

4.5.1. Description

This alternative consists of a multiphase construction plan to install vacuum sewer pipe throughout the Ranchos area and stay within existing right-of-way. Airvac was the manufacturer that provided their design, construction costs, and maintenance costs for this PER. The first phase of construction would include the more densely developed area on the south side of the Ranchos, generally south of Kanab Creek Dr.

4.5.2. Design Criteria

The design of this alternative is to provide vacuum sewer within existing right-of-way. Existing sewer mains would remain in place.

A phased approach for construction would limit construction time and project costs for each phase. Phase 1 would service the higher density area south of Kanab Creek Dr. This area would have approximately 607 units serviced at the 20-year buildout.

All pipes would be designed for buildout so the flow capacity of the system would service the full study area. The vacuum system creates negative pressure with a vacuum station, valve pits, and vacuum sewer mains.

4.5.3. Map

A preliminary layout showing all phases of the sewer for this alternative are in Figure A-05 in the Appendix.

4.5.4. Environmental Impacts

No issues with farmland, endangered species, or historical and archaeological resources are identified with the proposed pipe alignments. Migratory bird patterns will be considered for the construction schedule. A map of the wetlands in Kanab is provided in the Appendix. There are crossings plus several pipe alignments within riverine wetlands as shown in the list below:

- Kanab Creek Dr, Stewart Dr, Vermillion Dr and Powell Dr in several locations
- Intersection of Navajo Dr and Lee Dr
- Grand Canyon Dr
- Hamblin Dr
- Heaton Dr
- Chamberlan Dr
- Hopi Dr
- McAllister Dr
- Willow Dr
- Judd Dr
- Escalante Dr

4.5.5. Land Requirements

Minimal land acquisition in the form of easements is required to service the greater portion of the area north of Kanab Creek Dr. If 25' easements are required to access and maintain the proposed sewer lines, the area totals approximately 0.77 acres across 5 properties. Areas through undeveloped land would be dedicated to the city at the time of development and sewer installation. Airvac assumed that 2.5 homes would be services by one pit on average for planning and estimating purposes. The pits would be installed on private property within a public utility easement. There will also need to be two approximately 50'x50' pieces of property for the vacuum pump stations, located at approximately the intersections of Kane Dr and Stweart Dr, and Navajo Dr and Escalante Dr.

4.5.6. Potential Construction Problems

The alternative lends itself well to a phase approach because of the two vacuum station locations. Also, with the expected spread-out construction area, occasional moving of staging areas and construction sites will require emphasis on traffic control. Kanab may choose to install the valve pits within an existing public utility easement along the property frontage or work with the homeowners to best locate valve pit. The valve pits are fully pneumatic and do not require electricity.

4.5.7. Sustainability Considerations

These improvements will result in a connected sewer system network with lower public risk for safety and sanitation. Green infrastructure is not proposed with this alternative. Smaller sewer mains are required for the vacuum pipes resulting in them being easier to install because they can be 4' deep versus a typical gravity sewer at about 9' deep.

4.5.8. Cost Estimates

Construction costs are estimated to be $17,152,860 with non-construction costs estimated at $2,796,300. Annual O&M is estimated to be $78,800. See Appendix D for complete Cost Estimates and O&M Estimates.

4.6 Alternative 6: Gravity Sewer + Lift Station

4.6.1. Description

This alternative consists of a multiphase construction plan to install gravity sewer pipe throughout the Ranchos area by staying within existing right-of-way. Locations that are challenging to sewer because of topography and lack existing public sewer easements are to be serviced by lift stations. Phases 1 & 2 of construction would

include the more densely developed area on the southeast corner of the Ranchos, approximately bounded by Kanab Creek Dr, Lee Dr, Navajo Dr, and Escalante Dr.

4.6.2. Design Criteria

The design of this alternative is to provide gravity sewer within existing right-of-way, then provide lift stations for areas that are challenging to sewer with a gravity system. 8" sewer mains at 0.5% were the minimum size and slope for design. In isolated special cases, larger pipes at reduced slope, such as a 0.4% slope 15" trunk line, are proposed to feasibility extend the proposed sewer collection system. A phased approach for construction would limit construction time and project costs for each phase. Phases 1 & 2 would service the higher density area of southeast Ranchos. This area would have approximately 607 units serviced at the 20-year buildout.

All pipes would be designed for buildout so the flow capacity of the system would service the full study area. Approximately 136 lots require be serviced by lift stations which include wet wells, pump building, electrical connection, and pumps.

4.6.3. Map

No preliminary layout was prepared for this alternative because it would be like Alternative 3 – Gravity Only.

4.6.4. Environmental Impacts

No issues with farmland, endangered species, or historical and archaeological resources are identified with the proposed pipe alignments. Migratory bird patterns will be considered for the construction schedule. A map of the wetlands in Kanab is provided in the Appendix. There are crossings plus several pipe alignments within riverine wetlands as shown in the list below:

- Kanab Creek Dr, Stewart Dr, Vermillion Dr and Powell Dr in several locations
- Intersection of Navajo Dr and Lee Dr
- Grand Canyon Dr
- Hamblin Dr
- Heaton Dr
- Chamberlan Dr
- Hopi Dr
- McAllister Dr
- Willow Dr
- Judd Dr
- Escalante Dr

4.6.5. Land Requirements

Land acquisition in the form of easements is required to service the greater portion of the area north of Kanab Creek Dr. If 25' easements are required to access and maintain the proposed sewer lines, the area totals approximately 7.8 acres across 105 properties. Areas through undeveloped land would be dedicated to the city at the time of development and sewer installation.

4.6.6. Potential Construction Problems

There are 14 separate easement areas that would require narrow trench sewer construction. While the easement areas do not have buildings impeding access, there is a high risk of damaging private property and the need to repair to existing conditions. The alternative would most likely require a phase approach because of the expected

spread-out construction area, occasional moving of staging areas and construction sites will require emphasis on traffic control.

4.6.7. Sustainability Considerations

These improvements will result in a connected sewer system network with lower public risk for safety and sanitation. This option would require high power usage because of the need for lift stations. Green infrastructure is not proposed with this alternative.

4.6.8. Cost Estimates

Construction costs are estimated to be $23,993,840 with non-construction costs estimated at $4,775,100. Annual O&M is estimated to be $30,400. See Appendix D for complete Cost Estimates and O&M Estimates.

4.7 No Action

4.7.1. Description

No changes would be made to the existing sewer scenario in Kanab. All existing septic systems would remain, and it would be up to individual residents to care for their systems. The treatment lagoon capacity would remain the same but would be able to service the rest of the city for longer without improvements.

4.7.2. Design Criteria

Design criteria are not available for this alternative.

4.7.3. Map

The existing sewer system is shown in Figure A-01 in the Appendix as thin black lines.

4.7.4. Environmental Impacts

The possibility of an increasing rate of septic failures poses a public health risk by having raw sewage exposed to the public. There is also the possibility that the groundwater may become contaminated by the high density of existing septic systems and leach harmful contaminants into Kanab Creek.

4.7.5. Land Requirements

There are no land requirements for this alternative.

4.7.6. Potential Construction Problems

There are no potential construction problems with this alternative.

4.7.7. Sustainability Considerations

No adjustments in efficiency, green infrastructure, or system layout would be made. The sustainability of the system would be adversely affected because of the lack of space for existing leach fields.

4.7.8. Cost Estimates

The city has little liability minimum cost obligations with this alternative.



FIGURE 9: VIEW OF KANAB LOOKING SOUTHEAST

5 SELECTION OF ALTERNATIVE

5.1 Life Cycle Cost Analysis

The life cycle cost analysis below summarizes all costs associated with each alternative. The net present value analyses were performed according to the PER outline provided by USDA using the assumptions shown in Table 8. The real discount rate of 0.5% was selected from the real discount rates table for a 30-year analysis from OMB Circular No. A-94 Appendix C. A 30-year analysis was the longest time frame available according to the previously referenced document.

TABLE 8: STORAGE NET PRESENT VALUE ANALYSIS

Alternative	No Action	Alt 1	Alt 2	Alt 3
Construction Cost	$ -	$19,758,900.00	$22,044,540.00	$23,866,180.00
Non-Construction Cost	$ -	$ 3,246,000.00	$ 4,387,200.00	$ 3,890,500.00
Total Capital Cost	$ -	$23,004,900.00	$26,431,740.00	$27,756,680.00
Planning Period [yr]	30	30	30	30
Real Discount Rate	0.5%	0.5%	0.5%	0.5%
Annual O&M	$ 5,000.00	$ 10,400.00	$ 14,400.00	$ 43,900.00
PW O&M	$ 138,970.27	$ 289,058.16	$ 400,234.38	$ 1,220,158.97
Salvage Value at Design Life	$ 25,000.00	$ 100,000.00	$ 100,000.00	$ 80,000.00
PW Salvage Value	$ 21,525.74	$ 86,102.97	$ 86,102.97	$ 68,882.38
Net Present Value	**$ 117,444.53**	**$23,207,855.19**	**$26,745,871.40**	**$28,907,956.59**

Alternative	Alt 4	Alt 5	Alt 6
Construction Cost	$23,388,160.00	$17,152,860.00	$23,993,840.00
Non-Construction Cost	$ 3,812,600.00	$ 2,796,300.00	$ 4,775,100.00
Total Capital Cost	$27,200,760.00	$19,949,160.00	$28,768,940.00
Planning Period [yr]	30	30	30
Real Discount Rate	0.5%	0.5%	0.5%
Annual O&M	$ 44,847.97	$ 78,798.07	$ 30,400.00
PW O&M	$ 1,246,506.81	$ 2,190,117.72	$ 844,939.24
Salvage Value at Design Life	$ 100,000.00	$ 150,000.00	$ 200,000.00
PW Salvage Value	$ 86,102.97	$ 129,154.46	$ 172,205.95
Net Present Value	**$28,361,163.83**	**$22,010,123.26**	**$29,441,673.29**

5.2 Non-Monetary Factors

The decision matrix below summarizes reliability, usability, environmental, and financial aspects of each alternative. Each criterion is scored from 0 to 10, where 0 is the worst option and 10 is the best option. They are weighted based on their contribution to the total score.

TABLE 9: STORAGE DECISION MATRIX

Criteria	Weight	Alt 1 - Gravity + No Action	Alt 2 - Gravity + Gravity	Alt 3 - Gravity + E-One	Alt 4 - Gravity + Vacuum	Alt 5 - Vacuum	Alt 6 - Gravity + Lift Station	No Action
Ease of Design and Construction	10%	9	2	6	5	8	5	10
Environmental Impact	10%	6	4	8	8	8	7	2
Reliability & Redundancy	20%	9	9	8	8	8	5	2
Capital Costs	15%	7	4	2	3	10	1	10
O&M Costs	25%	10	9	5	4	3	7	1
Impact to Land Owners	20%	8	1	6	6	7	5	1
Total Score		8.5	5.5	5.8	5.6	6.9	5.1	3.6

Based on this analysis, the recommended alternative for a new sewer system is Alternative 1 – Gravity + No action, where most of the system will be served by a gravity system and approximately 136 lots have no action taken and keep the existing septic systems. This is assumed to be acceptable because most of the "no action" lots are larger than 0.5 acres, with most being larger than 1.0 acre.

5.3 Selected Alternative

The No-Action storage alternative does not address any of the current deficiencies because of a lack of a sewer system. Installing a vacuum system to collect the full serviceable area would have the lowest capital costs and a low environmental impact, but the annual costs to maintain the system are much higher than any other alternative. Likewise, servicing the challenging areas with either pressurized system would increase capital and greatly increase operational costs, but will have a full collection system sized for buildout of the Ranchos and Cedar Heights.

It has been determined that a gravity system within existing right-of-way and no action to challenging area is the recommended alternative based on:

- Ease of use and system maintenance,
- Able to sewer higher density portions of the area,
- Providing reliable and stable sewer collection system,
- Low disturbance area confined to existing right-of-way, and
- Relatively low capital costs.

6 RECOMMENDED ALTERNATIVE

6.1 Preliminary Project Design

For this alternative to be feasible for Kanab, it would have to be constructed using a phased approach. Figure A-07 in Appendix A shows the proposed installation of phase 1 in the more densely developed area in the southeast portion of the Ranchos. This area has lots that average less than ¼ acres. Keeping these small lots on septic systems is not sustainable for long term sewer treatment.

Kanab's 2018 Wastewater Impact Fee Facilities Plan illustrated the scope of improvements that would be needed for a full sewer collection system. That plan was expanded and given more attention to detail the feasibility and constructability of a gravity sewer system. The limited existing pipe network is leveraged as much as possible to provide value and capacity for future connections. A total of approximately 14.7 miles of sewer main pipe of different sizes and about 280 manholes are planned for the preferred alternative. Figure A-01 in Appendix A shows the proposed layout of the full project.

6.2 Project Schedule

Project schedule depends on Kanab's abilities to fund the project. Improvements are necessary and design is expected to begin once funding is secured. Figure 10 shows the proposed project schedule for phase 1. Future phases will begin project funding applications and design several years after the completion of the first phase. Future phases are expected to follow a similar schedule for each phase.

Tasks / Milestones	Start	Finish
Funding Secured	6/1/2024	7/31/2024
Environmental Assesment	8/1/2024	11/30/2024
Engineering Design	10/1/2024	4/14/2025
Permits	3/15/2025	5/14/2025
Bid Period Services	5/14/2025	6/12/2025
Construction Period	6/12/2025	3/13/2026

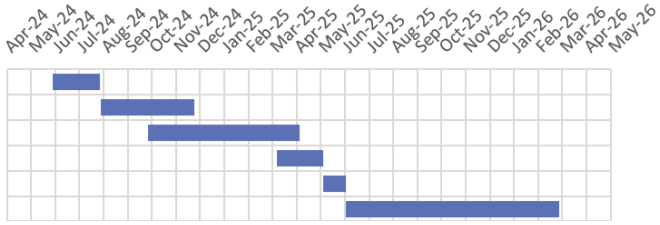


FIGURE 10: PROJECT SCHEDULE

This project schedule has the project on a 650 Day schedule. Construction on elements near Kanab Elementary should be completed during the summer months so there is a milder impact to school operations. Project schedule may be adjusted to accommodate changes required by the funding agency. Concurrent work of tasks will be done as much as possible to reduce the overall project time.

6.3 Permit Requirements

It is expected that permits for Utah Division of Environmental Quality to approve the plans and a stormwater pollution prevention plan (SWPPP) will be acquired.

6.4 Sustainability Considerations

No green infrastructure is proposed in the recommended improvements. The proposed sewer collection system provides capacity for buildout of the service area and eliminates the risk of septic system failure for each lot that

is transferred to the sewer collection pipes. This also nearly eliminates septic systems in the Ranchos and greatly reduces public health risks associated with sewage borne contaminates.

6.5 Total Project Cost Estimate

Phase 1 improvement construction costs are estimated to be $6,600,160 with non-construction costs estimated at $1,129,200. The total phase 1 project cost is estimated at $7,729.360. Preferred alternative improvement construction costs are estimated to be $19,758,900 with non-construction costs estimated at $3,246,000. The total project cost for the preferred alternative is estimated at **$23,004,900**. See cost estimates for Alternative 1 and Alternative 1 – Phase 1 in Appendix B for more details.

6.6 Annual Operating Budget & Income

According to the 2022 budget recorded with the State of Utah, Kanab City's Water & Sewer fund has an operating budget of approximately $1.7 Million.

Kanab City's Water & Sewer fund operates with revenues of approximately $2.0 Million including impact fees. It has operated with a positive net income in four of the last five years. Kanab anticipates that income will continue to increase as population and tourism will continue to drive water use higher. Water use per capita is still decreasing year by year according to the City's Water Conservation Plan.

6.7 Annual O&M Costs

Annual O&M is estimated to be $10,400. See Appendix B for complete Cost Estimates, O&M Estimates, net present value calculations.

6.8 Debt Repayments

According the 2018 Wastewater IFFPA, 21.7% of phase 1 improvements is eligible for impact fee funds based on a count of undeveloped lots at the time of the study. That percentage eligible is multiplied by the current adopted impact fee. The current adopted impact fee is $2,004.06, 45% of the maximum allowable wastewater impact fee of $4,453.48.

Table 10 below shows several funding options, both for phase 1 of Alternative 1 and for the full cost of Alternative 1. These options present assumptions for each scenario such as grant money, loan rate, loan duration, and two user rate options. Results shown below illustrate the impact of several of the presented parameters, such as future user rate if all users of the system pay for the increase in cost versus only the new users.

TABLE 10: POTENTIAL FUNDING OPTIONS

Scenario	Phase 1	Phase 1	Alt 1
Total Project Cost	**$ 7,729,360**	**$ 7,729,360**	**$ 23,004,900**
Impact Fee Eligible	21.7%	21.7%	21.7%
Impact Fee Eligible Cost*	$ 1,677,271.12	$ 1,677,271.12	$ 4,992,063.30
Grant Funds	$ 2,000,000	$ -	$ 2,000,000
Loan Principle	$ 4,052,089	$ 6,052,089	$ 16,012,837
Annual Interest Rate	2.00%	3.00%	4.25%
Loan Term [yr]	30	40	40
Annual Loan Payment	$180,925.45	$261,827.76	$839,367.10
Monthly Loan Payment	$15,077.12	$21,818.98	$69,947.26
Current Monthly User Rate	$17.76	$17.76	$17.76
Additional Connections	401	401	1062
Additional Monthly Revenue	$7,121.76	$7,121.76	$18,861.12
Additional Monthly User Cost	$9,628.45	$16,932.13	$57,781.74
Total Serviced ERCs	2684	2684	3345
Added Cost per Connection	$3.59	$6.31	$17.27
New User Rate†	$21.35	$24.07	$35.03
Additional Monthly User Cost	$9,628.45	$16,932.13	$57,781.74
New Serviced ERCs	401	401	1062
Added Cost per Connection	$24.01	$42.22	$54.41
New User Rate for New Users	**$41.77**	**$59.98**	**$72.17**

**This will only be sustainable if the impact fee is adopted at the maximum allowable.*

†New user rate is calculated to be for all users of the sewer system.

6.9 Reserves

Kanab has an existing cash balance of $2.35 Million according to the 2023 budget statement. Debt service reserve funds may be paid at 10% for the first 10 years, resulting in one annual payment as reserve. This arraignment is sometimes made based on the funding agency.

Annual O&M costs for each alternative are provided in Appendix B.

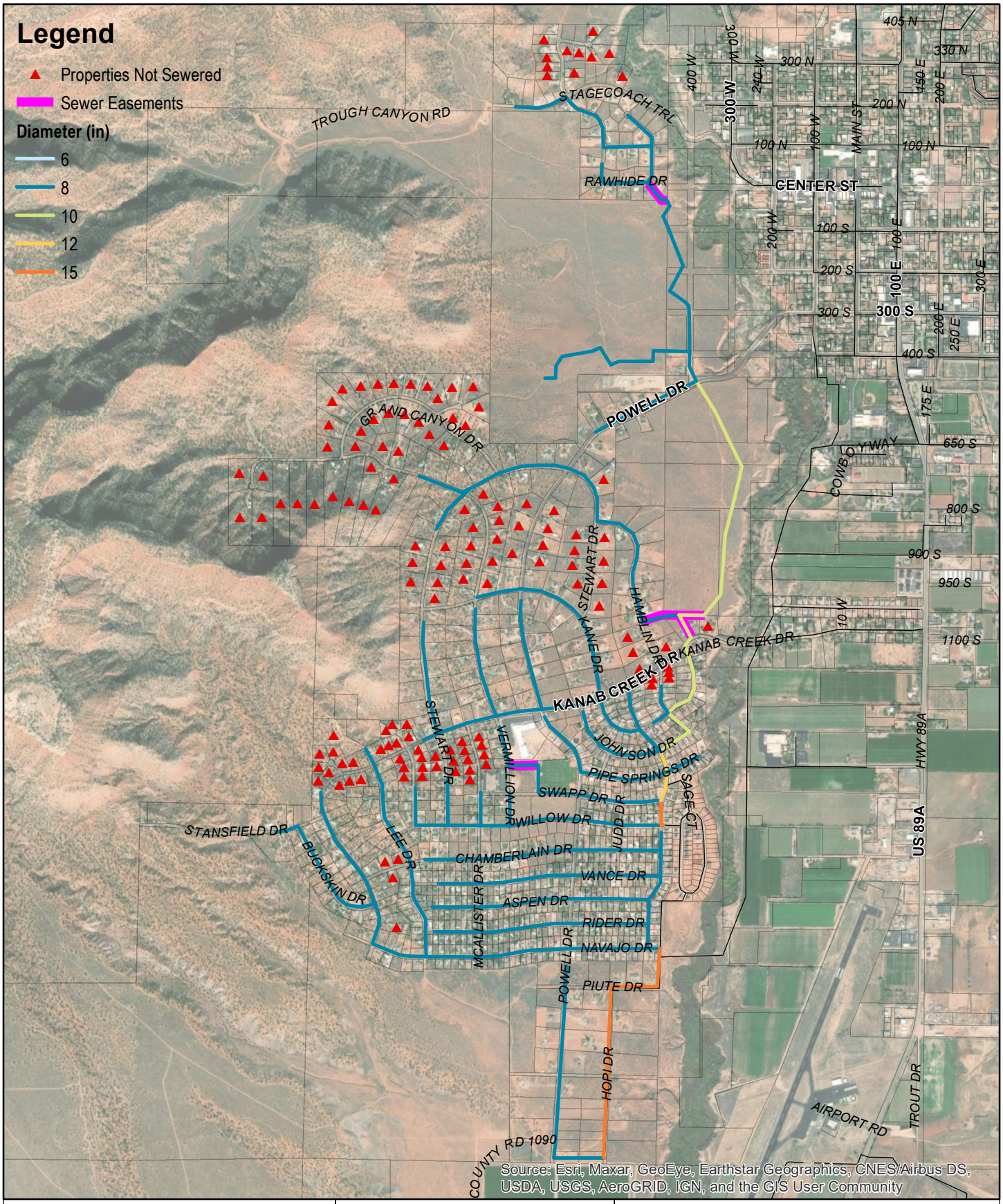
7 CONCLUSIONS

We recommend a phased construction of a gravity sewer system that is to sewer as many properties as possible while keeping infrastructure within right-of-way and minimizing the need for sewer easements. This option will leave approximately 136 existing lots without sewer service because of the existing topography. The recommended project will provide conveyance capacity to service Kanab sewer users for up to 30 years without extreme changes in land use and zoning.

The total project cost is estimated at **$23,004,900**. Total O&M is estimated to be **$10,400**. We estimate a 650-day project schedule for phase 1 that will service the more densely developed area of the Ranchos.

APPENDIX A

MAPS



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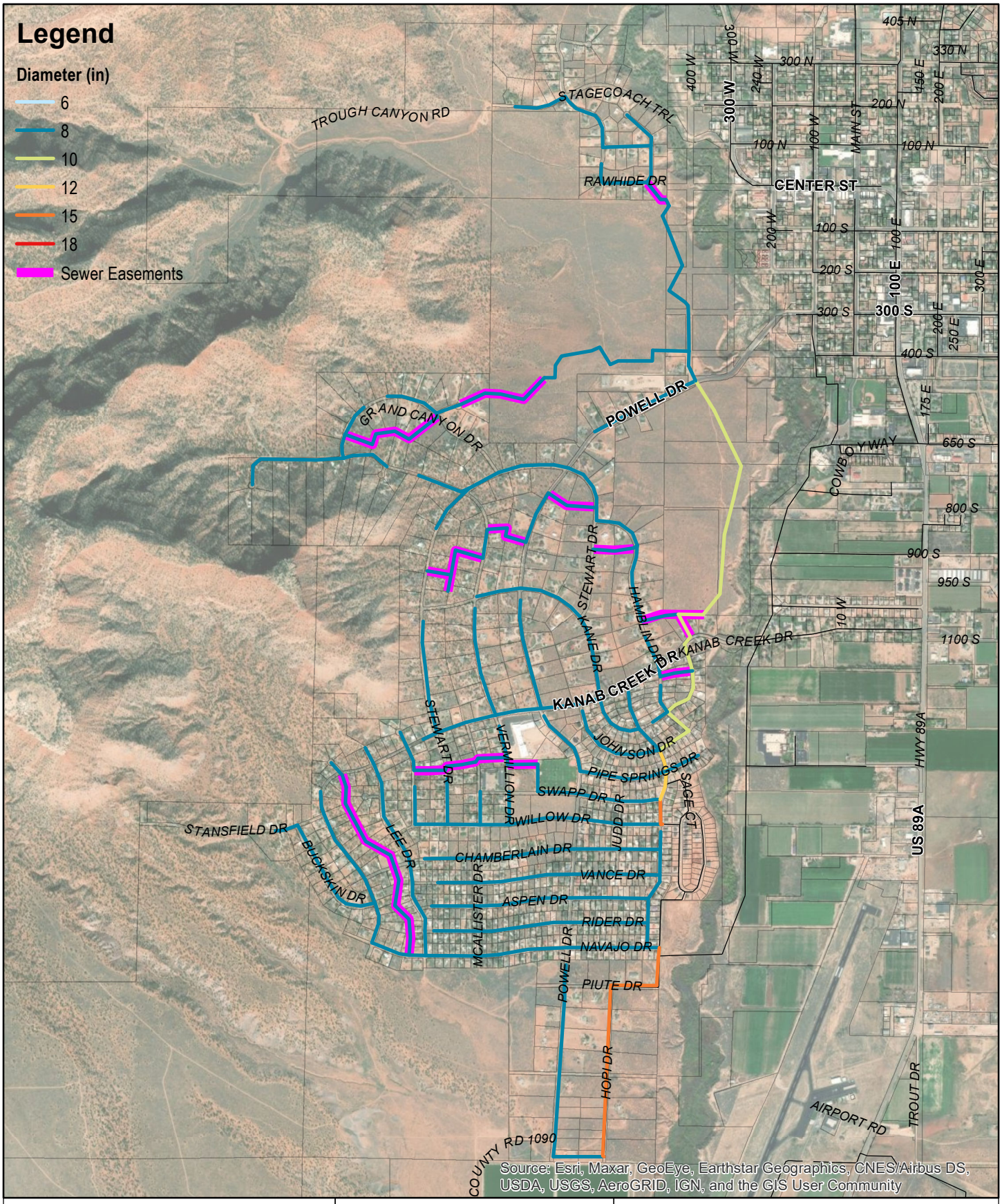
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KANAB UTAH

KANAB RANCHOS SEWER PRELIMINARY ENGINEERING REPORT

Alternative 1
Gravity + No Action

Figure A-01



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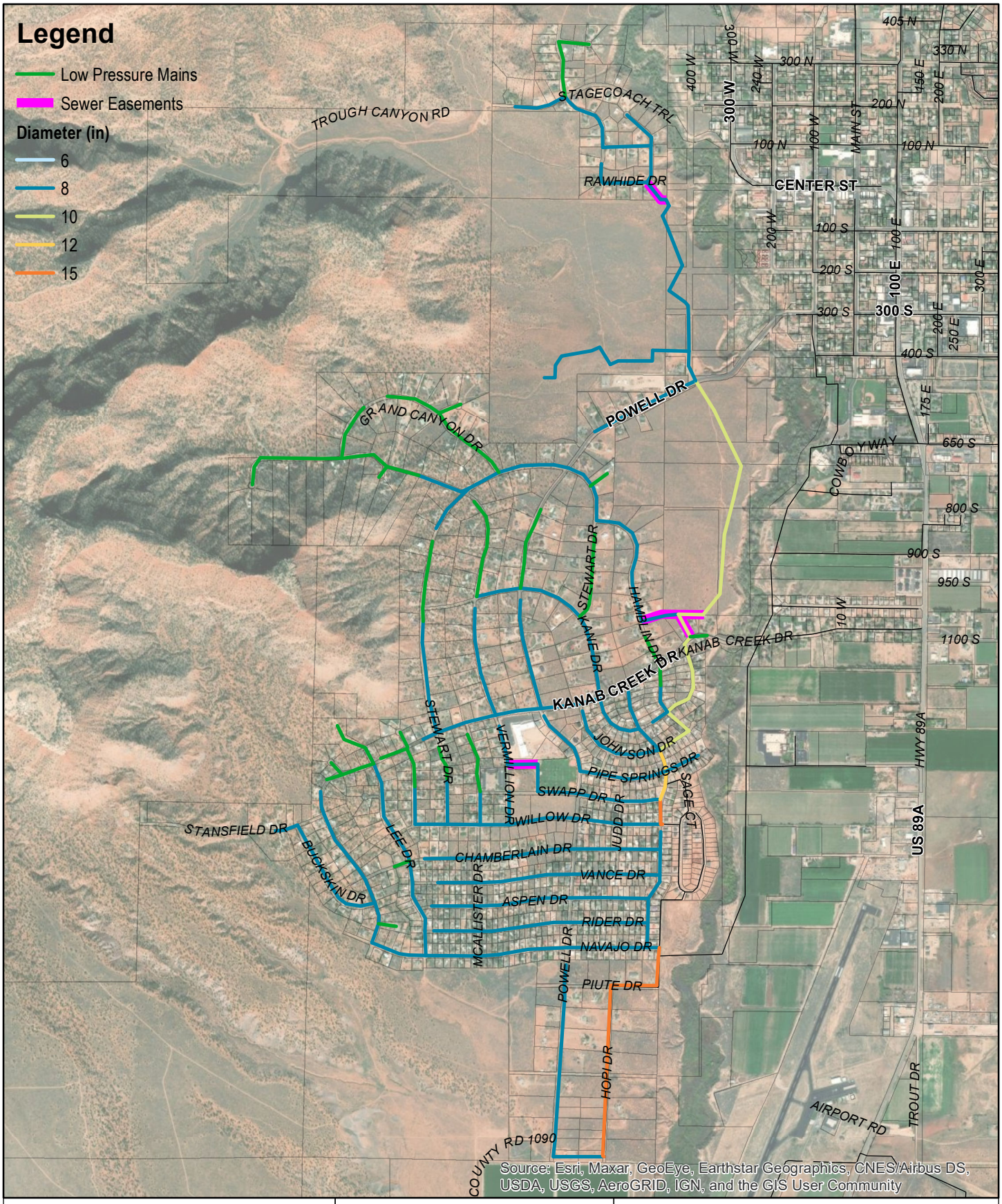
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KANAB RANCHOS SEWER PRELIMINARY ENGINEERING REPORT

Alternative 2
Gravity Only

Figure A-02



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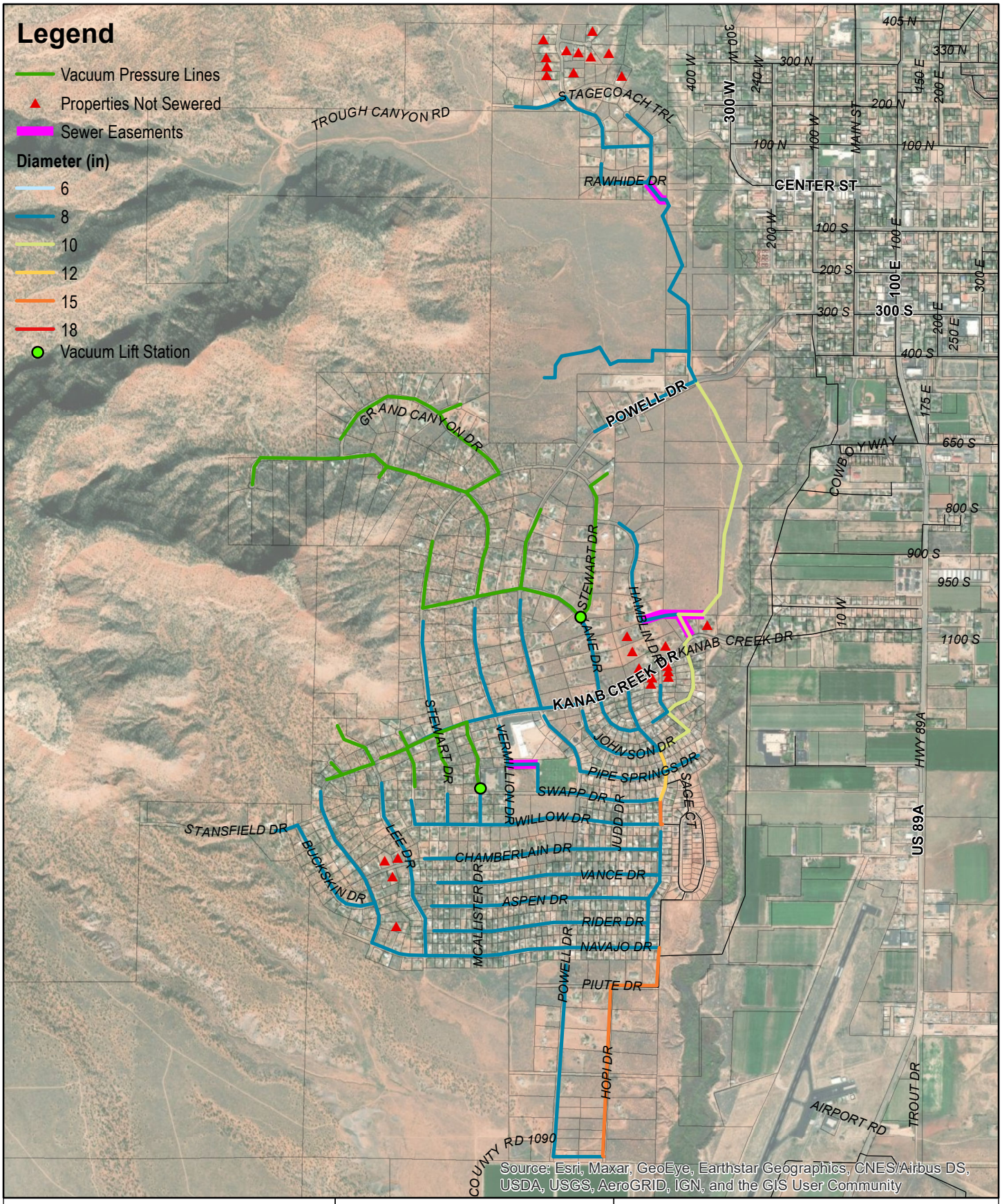
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KANAB UTAH

KANAB RANCHOS SEWER PRELIMINARY ENGINEERING REPORT

Alternative 3
Gravity + Eone

Figure A-03



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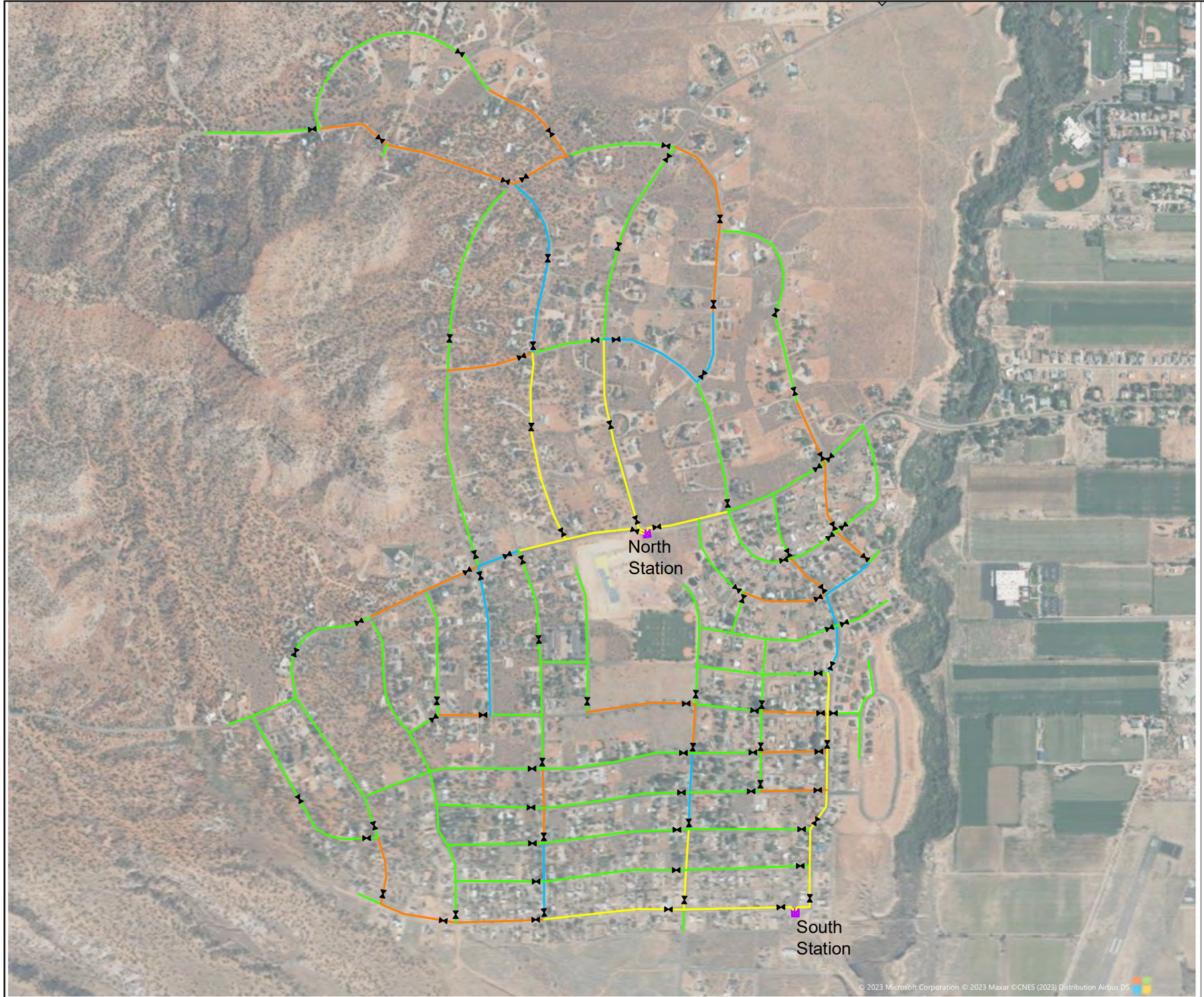
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KANAB UTAH

KANAB RANCHOS SEWER PRELIMINARY ENGINEERING REPORT

Alternative 4
Gravity + Vacuum

Figure A-04





500 250 0 500 1000

LEGEND

- 4" VACUUM SEWER MAIN
- 6" VACUUM SEWER MAIN
- 8" VACUUM SEWER MAIN
- 10" VACUUM SEWER MAIN
- DIVISION VALVE
- VACUUM STATION

AIRVAC HAS EXPENDED EFFORT IN THE PREPARATION OF THESE DOCUMENTS ON THE UNDERSTANDING THAT THEY WILL BE USED ONLY IF AIRVAC IS CHOSEN AS THE VACUUM SYSTEM SUPPLIER. THESE DOCUMENTS CONTAIN PROPRIETARY INFORMATION OF AIRVAC AND ANY USE OF THAT INFORMATION WITHOUT AIRVAC'S PRIOR WRITTEN CONSENT IS PROHIBITED.

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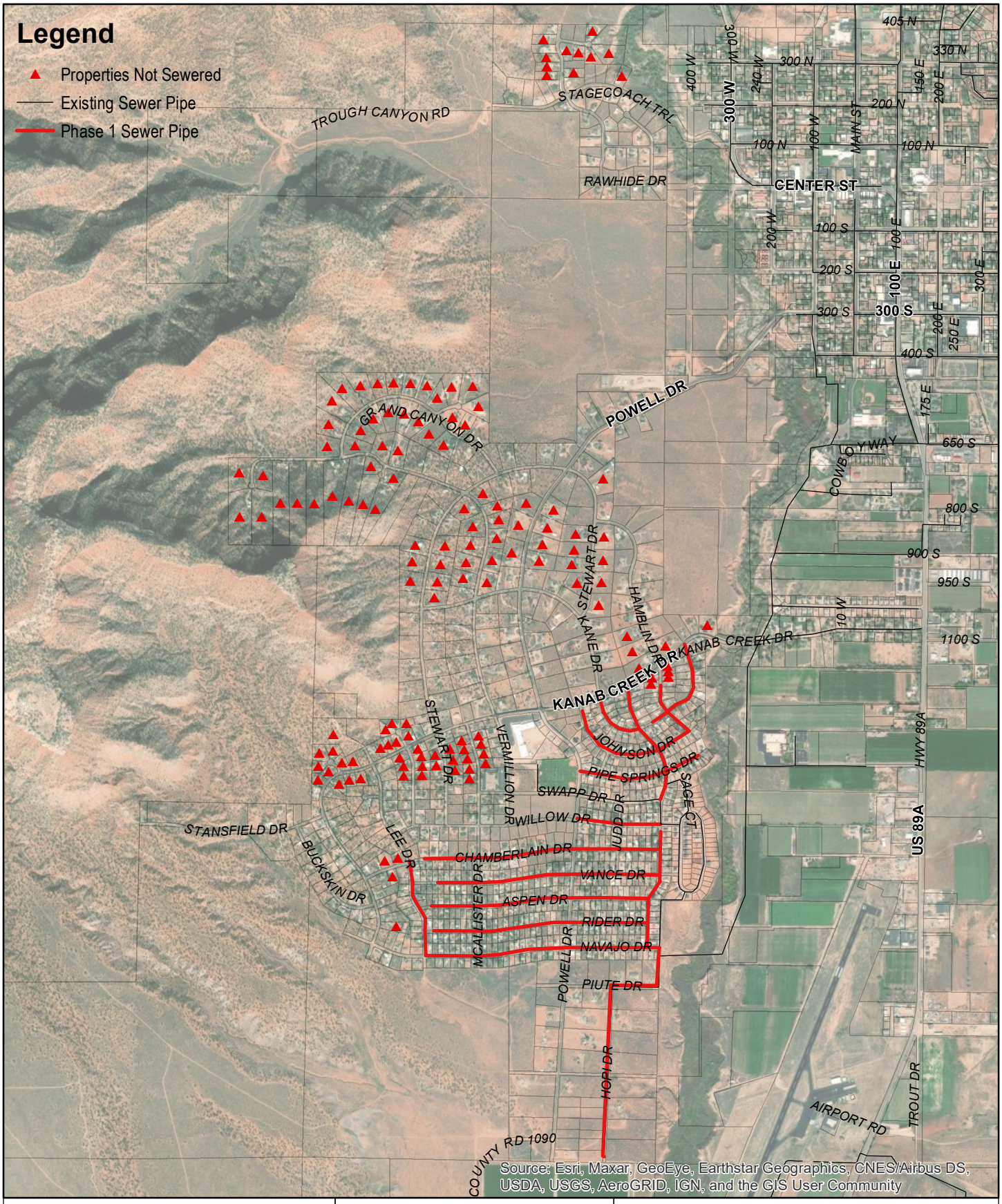
NO.	REVISIONS	DATE

TITLE: KANAB, UTAH
PRELIMINARY VACUUM COLLECTION SYSTEM LAYOUT

CLIENT: CIVIL SCIENCE

DRAWN BY	DATE	SCALE	DRAWING NO.
C. JONES	27 JUN 2023	SEE SCALE	Figure A-05

DESIGNED BY: C. JONES



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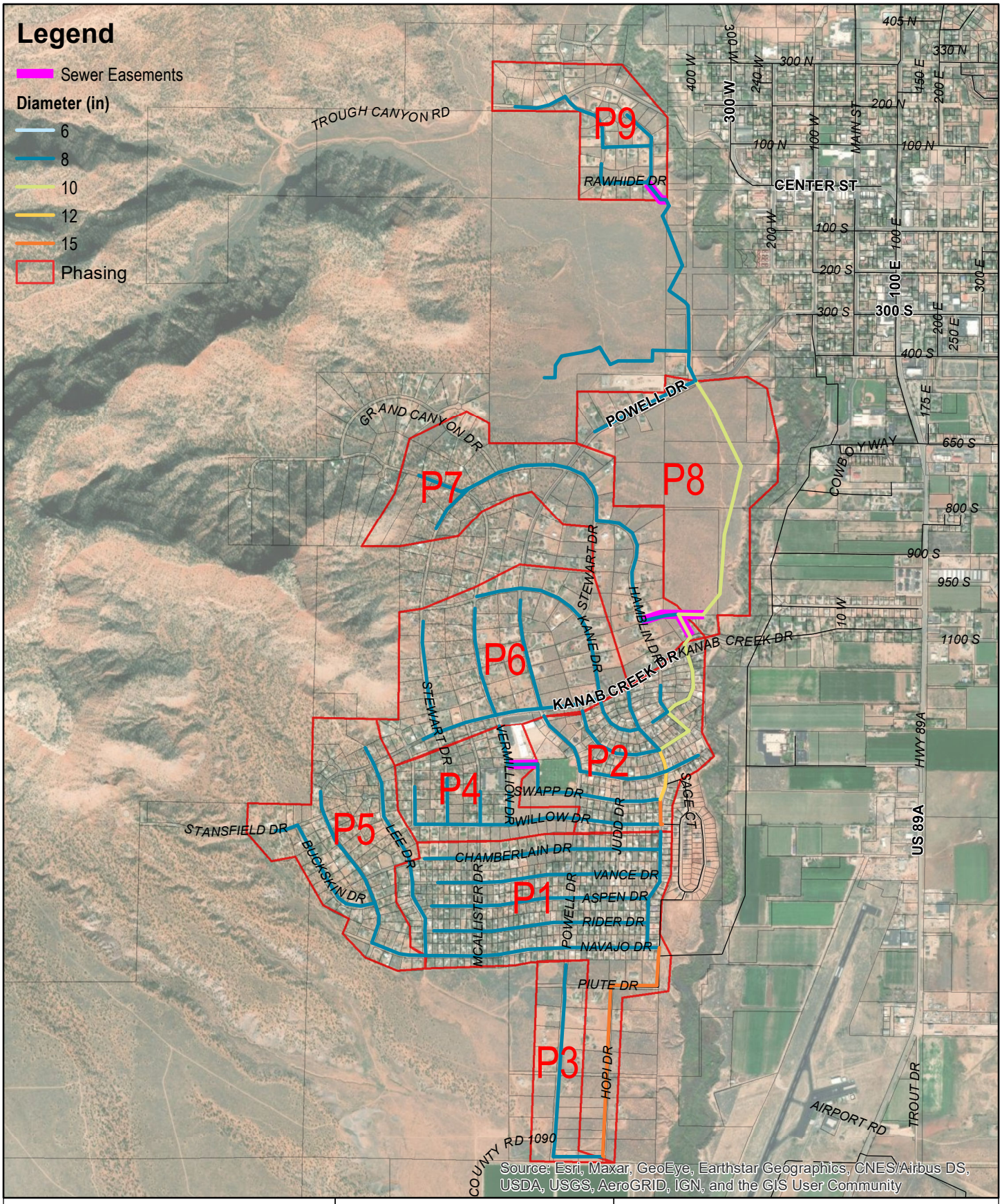
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KANAB UTAH

KANAB RANCHOS SEWER PRELIMINARY ENGINEERING REPORT

Alternative 1 - Phase 1
Gravity + No Action

Figure A-07



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KANAB UTAH

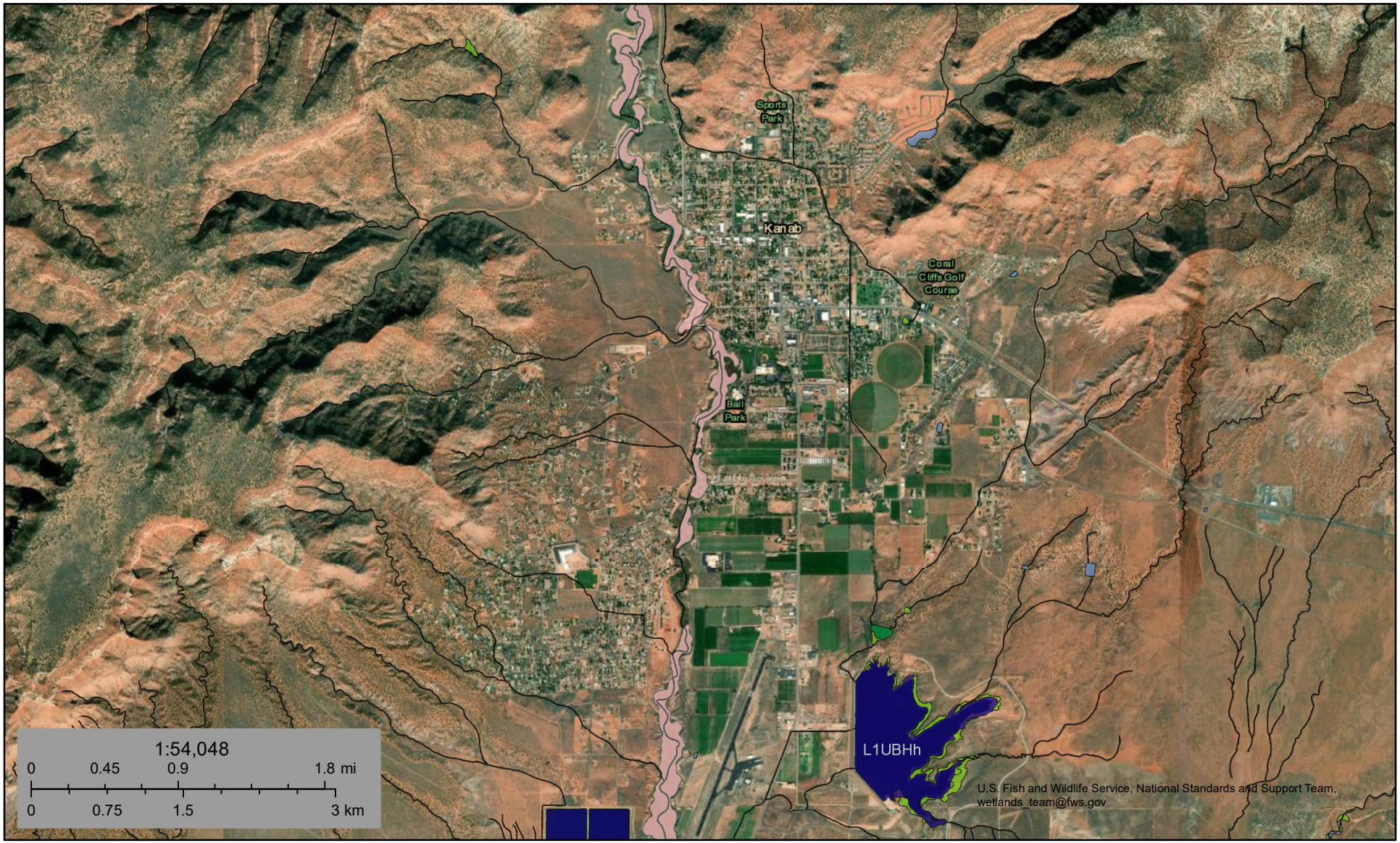
KANAB RANCHOS SEWER PRELIMINARY ENGINEERING REPORT

Preferred Alternative 1
Phasing Plan

Figure A-08

U.S. Fish and Wildlife Service
National Wetlands Inventory

Kanab Wetlands Areas



August 3, 2023

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Figure A-06

APPENDIX B

FINANCIALS

City of Kanab
Ranchos Sewer PER
October 27, 2023

ALTERNATIVE 1 - ENGINEER'S OPINION OF COST

This alternative features gravity sewer without any pressurized sewer mains and has "no action" with about 136 properties that will remain on septic systems. There are several sewer easements that would be required for this alternative.

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	10%	LS	$ 1,509,700.00	$ 1,509,700.00
2	Traffic Control	1	LS	$ 103,000.00	$ 103,000.00
3	Temporary Controls & Permitting	1	LS	$ 136,000.00	$ 136,000.00
4	Selective Site Demolition	1	LS	$ 170,000.00	$ 170,000.00
5	Restore Surface Improvements	1	LS	$ 34,000.00	$ 34,000.00
6	4" PVC SDR35 Sewer Lateral	1,062	EA	$ 1,100.00	$ 1,168,200.00
7	8" PVC SDR35 Sewer Main	68,820	LF	$ 90.00	$ 6,193,800.00
8	10" PVC SDR35 Sewer Main	6,919	LF	$ 110.00	$ 761,090.00
9	12" PVC SDR35 Sewer Main	787	LF	$ 130.00	$ 102,310.00
10	15" PVC SDR35 Sewer Main	3,870	LF	$ 160.00	$ 619,200.00
10	48" Sewer Manhole w/ Concrete Collar	212	EA	$ 6,500.00	$ 1,378,000.00
11	60" Sewer Manhole w/ Concrete Collar	78	EA	$ 7,500.00	$ 585,000.00
12	Connect to Existing Manhole	4	EA	$ 5,000.00	$ 20,000.00
13	Pavement T-Patch with Base	765,260	SF	$ 5.00	$ 3,826,300.00
14	Sewer Rake	1	LS	$ 250,000.00	$ 250,000.00
15	Chemical Injection Treatment	1	LS	$ 75,000.00	$ 75,000.00
16	Lagoon Aeration	1	LS	$ 250,000.00	$ 250,000.00
			Subtotal		$ 17,181,600.00
			Contingency	15%	$ 2,577,300.00
				Construction Total	**$ 19,758,900.00**
PROFESSIONAL SERVICES & INCIDENTALS					
1	Design Survey	0.9%	LS	$ 177,900.00	$ 177,900.00
2	Engineering Design	6.5%	LS	$ 1,284,400.00	$ 1,284,400.00
3	Right-of-Way & Easement Documents	0.1%	LS	$ 19,800.00	$ 19,800.00
4	Funding Administration	0.5%	HR	$ 98,800.00	$ 98,800.00
5	Bid Phase Services	0.4%	HR	$ 79,100.00	$ 79,100.00
6	Construction Phase Services	8.0%	HR	$ 1,586,000.00	$ 1,586,000.00
			Subtotal	16.4%	$ 3,246,000.00
				PROJECT TOTAL	**$ 23,004,900.00**

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

Notes:

1 - Quantities shown in the EOC are purely estimates based off a 30% engineering design. Quantities may be refined as design progresses.

2 - Unit costs are our best estimates based on similar projects. These costs are not guarantees. A number of factors may affect these costs when ultimately priced by a contractor.

3 - The EOC does not include fees that may be charged by the Owner such as impact fees, building permit fees, review fees, etc.

4 - LS = Lump Sum; EA = Each; SF = Square Feet; SY = Square Yard; AC = Acre; LF = Linear Feet; CY = Cubic Yard; TON = Ton; GAL = Gallon; DAY = Day; HR = Hour; EST = Estimate

City of Kanab
Ranchos Sewer PER
October 27, 2023

ALTERNATIVE 1, PHASE 1
ENGINEER'S OPINION OF COST

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

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

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Notes:

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2 - Unit costs are our best estimates based on similar projects. These costs are not guarantees. A number of factors may affect these costs when ultimately priced by a contractor.

3 - The EOC does not include fees that may be charged by the Owner such as impact fees, building permit fees, review fees, etc.

4 - LS = Lump Sum; EA = Each; SF = Square Feet; SY = Square Yard; AC = Acre; LF = Linear Feet; CY = Cubic Yard; TON = Ton; GAL = Gallon; DAY = Day; HR = Hour; EST = Estimate

City of Kanab
Ranchos Sewer PER
October 27, 2023

ALTERNATIVE 1, PHASE 2
ENGINEER'S OPINION OF COST

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

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

Disclaimer:

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Notes:

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City of Kanab
Ranchos Sewer PER
October 27, 2023

ALTERNATIVE 1, PHASE 3
ENGINEER'S OPINION OF COST

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

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	9%	LS	$ 58,500.00	$ 58,500.00
2	Traffic Control	1	LS	$ 5,000.00	$ 5,000.00
3	Temporary Controls & Permitting	1	LS	$ 5,500.00	$ 5,500.00
4	Selective Site Demolition	1	LS	$ 7,000.00	$ 7,000.00
5	Restore Surface Improvements	1	LS	$ 1,400.00	$ 1,400.00
6	4" PVC SDR35 Sewer Lateral	22	EA	$ 1,100.00	$ 24,200.00
7	8" PVC SDR35 Sewer Main	3,675	LF	$ 90.00	$ 330,750.00
8	10" PVC SDR35 Sewer Main	0	LF	$ 110.00	$ -
9	12" PVC SDR35 Sewer Main	0	LF	$ 130.00	$ -
10	15" PVC SDR35 Sewer Main	0	LF	$ 160.00	$ -
11	48" Sewer Manhole w/ Concrete Collar	12	EA	$ 6,500.00	$ 78,000.00
12	60" Sewer Manhole w/ Concrete Collar	0	EA	$ 7,500.00	$ -
13	Connect to Existing Manhole	0	EA	$ 5,000.00	$ -
14	Pavement T-Patch with Base	36,750	SF	$ 5.00	$ 183,750.00
			Subtotal		$ 694,100.00
			Contingency	15%	$ 104,200.00
				Construction Total	**$ 798,300.00**
PROFESSIONAL SERVICES & INCIDENTALS					
1	Design Survey	0.8%	LS	$ 6,400.00	$ 6,400.00
2	Engineering Design	6.0%	LS	$ 47,900.00	$ 47,900.00
3	Right-of-Way & Easement Documents	0.1%	LS	$ 800.00	$ 800.00
4	Funding Administration	0.5%	HR	$ 4,000.00	$ 4,000.00
5	Bid Phase Services	0.4%	HR	$ 3,200.00	$ 3,200.00
6	Construction Phase Services	8.0%	HR	$ 63,900.00	$ 63,900.00
			Subtotal	15.8%	$ 126,200.00
				PROJECT TOTAL	**$ 924,500.00**

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City of Kanab
Ranchos Sewer PER
October 27, 2023

ALTERNATIVE 1, PHASE 4
ENGINEER'S OPINION OF COST

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

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	9%	LS	$ 93,100.00	$ 93,100.00
2	Traffic Control	1	LS	$ 7,500.00	$ 7,500.00
3	Temporary Controls & Permitting	1	LS	$ 8,500.00	$ 8,500.00
4	Selective Site Demolition	1	LS	$ 11,000.00	$ 11,000.00
5	Restore Surface Improvements	1	LS	$ 2,200.00	$ 2,200.00
6	4" PVC SDR35 Sewer Lateral	58	EA	$ 1,100.00	$ 63,800.00
7	8" PVC SDR35 Sewer Main	5,731	LF	$ 90.00	$ 515,790.00
8	10" PVC SDR35 Sewer Main	0	LF	$ 110.00	$ -
9	12" PVC SDR35 Sewer Main	0	LF	$ 130.00	$ -
10	15" PVC SDR35 Sewer Main	0	LF	$ 160.00	$ -
11	48" Sewer Manhole w/ Concrete Collar	18	EA	$ 6,500.00	$ 117,000.00
12	60" Sewer Manhole w/ Concrete Collar	0	EA	$ 7,500.00	$ -
13	Connect to Existing Manhole	0	EA	$ 5,000.00	$ -
14	Pavement T-Patch with Base	57,310	SF	$ 5.00	$ 286,550.00
			Subtotal		$ 1,105,440.00
			Contingency	15%	$ 165,900.00
				Construction Total	**$ 1,271,340.00**
PROFESSIONAL SERVICES & INCIDENTALS					
1	Design Survey	0.8%	LS	$ 10,200.00	$ 10,200.00
2	Engineering Design	6.0%	LS	$ 76,300.00	$ 76,300.00
3	Right-of-Way & Easement Documents	0.1%	LS	$ 1,300.00	$ 1,300.00
4	Funding Administration	0.5%	HR	$ 6,400.00	$ 6,400.00
5	Bid Phase Services	0.4%	HR	$ 5,100.00	$ 5,100.00
6	Construction Phase Services	8.0%	HR	$ 101,800.00	$ 101,800.00
			Subtotal	15.8%	$ 201,100.00
				PROJECT TOTAL	**$ 1,472,440.00**

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City of Kanab
Ranchos Sewer PER
October 27, 2023

ALTERNATIVE 1, PHASE 5
ENGINEER'S OPINION OF COST

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

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	9%	LS	$ 122,400.00	$ 122,400.00
2	Traffic Control	1	LS	$ 10,000.00	$ 10,000.00
3	Temporary Controls & Permitting	1	LS	$ 11,500.00	$ 11,500.00
4	Selective Site Demolition	1	LS	$ 14,500.00	$ 14,500.00
5	Restore Surface Improvements	1	LS	$ 3,000.00	$ 3,000.00
6	4" PVC SDR35 Sewer Lateral	90	EA	$ 1,100.00	$ 99,000.00
7	8" PVC SDR35 Sewer Main	7,450	LF	$ 90.00	$ 670,500.00
8	10" PVC SDR35 Sewer Main	0	LF	$ 110.00	$ -
9	12" PVC SDR35 Sewer Main	0	LF	$ 130.00	$ -
10	15" PVC SDR35 Sewer Main	0	LF	$ 160.00	$ -
11	48" Sewer Manhole w/ Concrete Collar	23	EA	$ 6,500.00	$ 149,500.00
12	60" Sewer Manhole w/ Concrete Collar	0	EA	$ 7,500.00	$ -
13	Connect to Existing Manhole	0	EA	$ 5,000.00	$ -
14	Pavement T-Patch with Base	74,500	SF	$ 5.00	$ 372,500.00
			Subtotal		$ 1,452,900.00
			Contingency	15%	$ 218,000.00
				Construction Total	**$ 1,670,900.00**
PROFESSIONAL SERVICES & INCIDENTALS					
1	Design Survey	0.8%	LS	$ 13,400.00	$ 13,400.00
2	Engineering Design	6.0%	LS	$ 100,300.00	$ 100,300.00
3	Right-of-Way & Easement Documents	0.1%	LS	$ 1,700.00	$ 1,700.00
4	Funding Administration	0.5%	HR	$ 8,400.00	$ 8,400.00
5	Bid Phase Services	0.4%	HR	$ 6,700.00	$ 6,700.00
6	Construction Phase Services	8.0%	HR	$ 133,700.00	$ 133,700.00
			Subtotal	15.8%	$ 264,200.00
				PROJECT TOTAL	**$ 1,935,100.00**

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City of Kanab
Ranchos Sewer PER
October 27, 2023

ALTERNATIVE 1, PHASE 6
ENGINEER'S OPINION OF COST

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

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	9%	LS	$ 171,000.00	$ 171,000.00
2	Traffic Control	1	LS	$ 14,000.00	$ 14,000.00
3	Temporary Controls & Permitting	1	LS	$ 16,000.00	$ 16,000.00
4	Selective Site Demolition	1	LS	$ 20,000.00	$ 20,000.00
5	Restore Surface Improvements	1	LS	$ 4,000.00	$ 4,000.00
6	4" PVC SDR35 Sewer Lateral	72	EA	$ 1,100.00	$ 79,200.00
7	8" PVC SDR35 Sewer Main	10,746	LF	$ 90.00	$ 967,140.00
8	10" PVC SDR35 Sewer Main	0	LF	$ 110.00	$ -
9	12" PVC SDR35 Sewer Main	0	LF	$ 130.00	$ -
10	15" PVC SDR35 Sewer Main	0	LF	$ 160.00	$ -
11	48" Sewer Manhole w/ Concrete Collar	34	EA	$ 6,500.00	$ 221,000.00
12	60" Sewer Manhole w/ Concrete Collar	0	EA	$ 7,500.00	$ -
13	Connect to Existing Manhole	0	EA	$ 5,000.00	$ -
14	Pavement T-Patch with Base	107,460	SF	$ 5.00	$ 537,300.00
			Subtotal		$ 2,029,640.00
			Contingency	15%	$ 304,500.00
				Construction Total	**$ 2,334,140.00**
PROFESSIONAL SERVICES & INCIDENTALS					
1	Design Survey	0.8%	LS	$ 18,700.00	$ 18,700.00
2	Engineering Design	6.0%	LS	$ 140,100.00	$ 140,100.00
3	Right-of-Way & Easement Documents	0.1%	LS	$ 2,400.00	$ 2,400.00
4	Funding Administration	0.5%	HR	$ 11,700.00	$ 11,700.00
5	Bid Phase Services	0.4%	HR	$ 9,400.00	$ 9,400.00
6	Construction Phase Services	8.0%	HR	$ 186,800.00	$ 186,800.00
			Subtotal	15.8%	$ 369,100.00
				PROJECT TOTAL	**$ 2,703,240.00**

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City of Kanab
Ranchos Sewer PER
October 27, 2023

ALTERNATIVE 1, PHASE 7
ENGINEER'S OPINION OF COST

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

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	9%	LS	$ 117,700.00	$ 117,700.00
2	Traffic Control	1	LS	$ 10,000.00	$ 10,000.00
3	Temporary Controls & Permitting	1	LS	$ 11,000.00	$ 11,000.00
4	Selective Site Demolition	1	LS	$ 14,000.00	$ 14,000.00
5	Restore Surface Improvements	1	LS	$ 2,500.00	$ 2,500.00
6	4" PVC SDR35 Sewer Lateral	39	EA	$ 1,100.00	$ 42,900.00
7	8" PVC SDR35 Sewer Main	6,721	LF	$ 90.00	$ 604,890.00
8	10" PVC SDR35 Sewer Main	526	LF	$ 110.00	$ 57,860.00
9	12" PVC SDR35 Sewer Main	0	LF	$ 130.00	$ -
10	15" PVC SDR35 Sewer Main	0	LF	$ 160.00	$ -
11	48" Sewer Manhole w/ Concrete Collar	21	EA	$ 6,500.00	$ 136,500.00
12	60" Sewer Manhole w/ Concrete Collar	5	EA	$ 7,500.00	$ 37,500.00
13	Connect to Existing Manhole	0	EA	$ 5,000.00	$ -
14	Pavement T-Patch with Base	72,470	SF	$ 5.00	$ 362,350.00
			Subtotal		$ 1,397,200.00
			Contingency	15%	$ 209,600.00
				Construction Total	**$ 1,606,800.00**
PROFESSIONAL SERVICES & INCIDENTALS					
1	Design Survey	0.8%	LS	$ 12,900.00	$ 12,900.00
2	Engineering Design	6.0%	LS	$ 96,500.00	$ 96,500.00
3	Right-of-Way & Easement Documents	0.1%	LS	$ 1,700.00	$ 1,700.00
4	Funding Administration	0.5%	HR	$ 8,100.00	$ 8,100.00
5	Bid Phase Services	0.4%	HR	$ 6,500.00	$ 6,500.00
6	Construction Phase Services	8.0%	HR	$ 128,600.00	$ 128,600.00
			Subtotal	15.8%	$ 254,300.00
				PROJECT TOTAL	**$ 1,861,100.00**

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City of Kanab
Ranchos Sewer PER
October 27, 2023

ALTERNATIVE 1, PHASE 8
ENGINEER'S OPINION OF COST

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

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	9%	LS	$ 115,900.00	$ 115,900.00
2	Traffic Control	1	LS	$ 10,000.00	$ 10,000.00
3	Temporary Controls & Permitting	1	LS	$ 11,000.00	$ 11,000.00
4	Selective Site Demolition	1	LS	$ 14,000.00	$ 14,000.00
5	Restore Surface Improvements	1	LS	$ 2,500.00	$ 2,500.00
6	4" PVC SDR35 Sewer Lateral	9	EA	$ 1,100.00	$ 9,900.00
7	8" PVC SDR35 Sewer Main	1,707	LF	$ 90.00	$ 153,630.00
8	10" PVC SDR35 Sewer Main	4,196	LF	$ 110.00	$ 461,560.00
9	12" PVC SDR35 Sewer Main	0	LF	$ 130.00	$ -
10	15" PVC SDR35 Sewer Main	0	LF	$ 160.00	$ -
11	48" Sewer Manhole w/ Concrete Collar	6	EA	$ 6,500.00	$ 39,000.00
12	60" Sewer Manhole w/ Concrete Collar	35	EA	$ 7,500.00	$ 262,500.00
13	Connect to Existing Manhole	0	EA	$ 5,000.00	$ -
14	Pavement T-Patch with Base	59,030	SF	$ 5.00	$ 295,150.00
			Subtotal		$ 1,375,140.00
			Contingency	15%	$ 206,300.00
				Construction Total	**$ 1,581,440.00**
PROFESSIONAL SERVICES & INCIDENTALS					
1	Design Survey	0.8%	LS	$ 12,700.00	$ 12,700.00
2	Engineering Design	6.0%	LS	$ 94,900.00	$ 94,900.00
3	Right-of-Way & Easement Documents	0.1%	LS	$ 1,600.00	$ 1,600.00
4	Funding Administration	0.5%	HR	$ 8,000.00	$ 8,000.00
5	Bid Phase Services	0.4%	HR	$ 6,400.00	$ 6,400.00
6	Construction Phase Services	8.0%	HR	$ 126,600.00	$ 126,600.00
			Subtotal	15.8%	$ 250,200.00
				PROJECT TOTAL	**$ 1,831,640.00**

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City of Kanab
Ranchos Sewer PER
October 27, 2023

ALTERNATIVE 1, PHASE 9
ENGINEER'S OPINION OF COST

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

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	9%	LS	$ 86,100.00	$ 86,100.00
2	Traffic Control	1	LS	$ 7,000.00	$ 7,000.00
3	Temporary Controls & Permitting	1	LS	$ 8,000.00	$ 8,000.00
4	Selective Site Demolition	1	LS	$ 10,000.00	$ 10,000.00
5	Restore Surface Improvements	1	LS	$ 2,000.00	$ 2,000.00
6	4" PVC SDR35 Sewer Lateral	51	EA	$ 1,100.00	$ 56,100.00
7	8" PVC SDR35 Sewer Main	5,267	LF	$ 90.00	$ 474,030.00
8	10" PVC SDR35 Sewer Main	0	LF	$ 110.00	$ -
9	12" PVC SDR35 Sewer Main	0	LF	$ 130.00	$ -
10	15" PVC SDR35 Sewer Main	0	LF	$ 160.00	$ -
11	48" Sewer Manhole w/ Concrete Collar	17	EA	$ 6,500.00	$ 110,500.00
12	60" Sewer Manhole w/ Concrete Collar	0	EA	$ 7,500.00	$ -
13	Connect to Existing Manhole	1	EA	$ 5,000.00	$ 5,000.00
14	Pavement T-Patch with Base	52,670	SF	$ 5.00	$ 263,350.00
			Subtotal		$ 1,022,080.00
			Contingency	15%	$ 153,400.00
				Construction Total	**$ 1,175,480.00**
PROFESSIONAL SERVICES & INCIDENTALS					
1	Design Survey	0.8%	LS	$ 9,500.00	$ 9,500.00
2	Engineering Design	6.0%	LS	$ 70,600.00	$ 70,600.00
3	Right-of-Way & Easement Documents	0.1%	LS	$ 1,200.00	$ 1,200.00
4	Funding Administration	0.5%	HR	$ 5,900.00	$ 5,900.00
5	Bid Phase Services	0.4%	HR	$ 4,800.00	$ 4,800.00
6	Construction Phase Services	8.0%	HR	$ 94,100.00	$ 94,100.00
			Subtotal	15.8%	$ 186,100.00
				PROJECT TOTAL	**$ 1,361,580.00**

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City of Kanab
Ranchos Sewer PER
October 27, 2023

ALTERNATIVE 2 - ENGINEER'S OPINION OF COST

This alternative features gravity sewer without any pressurized sewer mains. There are many sewer easements that would be required for this alternative. Several lots would not be serviced.

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	10%	LS	$ 1,690,400.00	$ 1,690,400.00
2	Traffic Control	1	LS	$ 114,000.00	$ 114,000.00
3	Temporary Controls & Permitting	1	LS	$ 150,000.00	$ 150,000.00
4	Selective Site Demolition	1	LS	$ 191,000.00	$ 191,000.00
5	Restore Surface Improvements	1	LS	$ 38,000.00	$ 38,000.00
6	4" PVC SDR35 Sewer Lateral	1100	EA	$ 1,100.00	$ 1,210,000.00
7	8" PVC SDR35 Sewer Main	83,906	LF	$ 90.00	$ 7,551,540.00
8	10" PVC SDR35 Sewer Main	6,919	LF	$ 110.00	$ 761,090.00
9	12" PVC SDR35 Sewer Main	787	LF	$ 130.00	$ 102,310.00
10	15" PVC SDR35 Sewer Main	3,870	LF	$ 160.00	$ 619,200.00
11	48" Sewer Manhole w/ Concrete Collar	259	EA	$ 6,500.00	$ 1,683,500.00
12	60" Sewer Manhole w/ Concrete Collar	78	EA	$ 7,500.00	$ 585,000.00
13	Connect to Existing Manhole	4	EA	$ 5,000.00	$ 20,000.00
14	Pavement T-Patch with Base	775,620	SF	$ 5.00	$ 3,878,100.00
15	Sewer Rake	1	LS	$ 250,000.00	$ 250,000.00
16	Chemical Injection Treatment	1	LS	$ 75,000.00	$ 75,000.00
17	Lagoon Aeration	1	LS	$ 250,000.00	$ 250,000.00
			Subtotal		$ 19,169,140.00
			Contingency	15%	$ 2,875,400.00
				Construction Total	**$ 22,044,540.00**
PROFESSIONAL SERVICES & INCIDENTALS					
1	Design Survey	0.8%	LS	$ 176,400.00	$ 176,400.00
2	Engineering Design	6.5%	LS	$ 1,432,900.00	$ 1,432,900.00
3	Right-of-Way & Easement Documents	0.7%	LS	$ 154,400.00	$ 154,400.00
4	Property/Easement Acquisition	3.0%	HR	$ 661,400.00	$ 661,400.00
5	Funding Administration	0.5%	HR	$ 110,300.00	$ 110,300.00
5	Bid Phase Services	0.4%	HR	$ 88,200.00	$ 88,200.00
6	Construction Phase Services	8.0%	HR	$ 1,763,600.00	$ 1,763,600.00
			Subtotal	19.9%	$ 4,387,200.00
				PROJECT TOTAL	**$ 26,431,740.00**

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City of Kanab
Ranchos Sewer PER
October 27, 2023

ALTERNATIVE 3 - ENGINEER'S OPINION OF COST

This alternative features gravity sewer with low pressure mains in the City ROW and pumps for each house not able to gravity sewer.

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	10%	LS	$ 1,501,700.00	$ 1,501,700.00
2	Traffic Control	1	LS	$ 114,000.00	$ 114,000.00
3	Temporary Controls & Permitting	1	LS	$ 152,000.00	$ 152,000.00
4	Selective Site Demolition	1	LS	$ 190,000.00	$ 190,000.00
5	Restore Surface Improvements	1	LS	$ 38,000.00	$ 38,000.00
6	4" PVC SDR35 Sewer Lateral	964	EA	$ 1,100.00	$ 1,060,400.00
6	8" PVC SDR35 Sewer Main	62,574	LF	$ 90.00	$ 5,631,660.00
7	10" PVC SDR35 Sewer Main	6,919	LF	$ 110.00	$ 761,090.00
8	12" PVC SDR35 Sewer Main	787	LF	$ 130.00	$ 102,310.00
9	15" PVC SDR35 Sewer Main	3,870	LF	$ 160.00	$ 619,200.00
10	48" Sewer Manhole w/ Concrete Collar	193	EA	$ 6,500.00	$ 1,254,500.00
11	60" Sewer Manhole w/ Concrete Collar	78	EA	$ 7,500.00	$ 585,000.00
12	Connect to Existing Manhole	4	EA	$ 5,000.00	$ 20,000.00
13	Pavement T-Patch with Base	897,800	SF	$ 5.00	$ 4,489,000.00
14	4" PVC Sewer Force Main	19,500	LF	$ 70.00	$ 1,365,000.00
15	E-One Residential System - Lateral	136	EA	$ 990.00	$ 134,640.00
16	E-One Residential System - On site	136	EA	$ 15,880.00	$ 2,159,680.00
17	Sewer Rake	1	LS	$ 250,000.00	$ 250,000.00
18	Chemical Injection Treatment	1	LS	$ 75,000.00	$ 75,000.00
19	Lagoon Aeration	1	LS	$ 250,000.00	$ 250,000.00
			Subtotal		$ 20,753,180.00
			Contingency	15%	$ 3,113,000.00
				Construction Total	**$ 23,866,180.00**
PROFESSIONAL SERVICES & INCIDENTALS					
1	Design Survey	0.8%	LS	$ 191,000.00	$ 191,000.00
2	Engineering Design	6.5%	LS	$ 1,551,400.00	$ 1,551,400.00
3	Right-of-Way & Easement Documents	0.1%	LS	$ 23,900.00	$ 23,900.00
4	Funding Administration	0.5%	HR	$ 119,400.00	$ 119,400.00
5	Bid Phase Services	0.4%	HR	$ 95,500.00	$ 95,500.00
6	Construction Phase Services	8.0%	HR	$ 1,909,300.00	$ 1,909,300.00
			Subtotal	16.3%	$ 3,890,500.00
				PROJECT TOTAL	**$ 27,756,680.00**

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5 - E-One system items include valves, pumps, vaults, electrical, and lateral pipe to have the system function as intended. See the documents from DelcoWestern for more information.

City of Kanab
Ranchos Sewer PER
October 27, 2023

ALTERNATIVE 4 - ENGINEER'S OPINION OF COST

This alternative features gravity sewer with vacuum pressure mains in the City ROW and two vacuum pumps for areas not able to gravity sewer.

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	10%	LS	$ 1,517,700.00	$ 1,517,700.00
2	Traffic Control	1	LS	$ 117,000.00	$ 117,000.00
3	Temporary Controls & Permitting	1	LS	$ 157,000.00	$ 157,000.00
4	Selective Site Demolition	1	LS	$ 196,000.00	$ 196,000.00
5	Restore Surface Improvements	1	LS	$ 39,000.00	$ 39,000.00
6	4" PVC SDR35 Sewer Lateral	964	EA	$ 1,100.00	$ 1,060,400.00
6	8" PVC SDR35 Sewer Main	62,574	LF	$ 90.00	$ 5,631,660.00
7	10" PVC SDR35 Sewer Main	6,919	LF	$ 110.00	$ 761,090.00
8	12" PVC SDR35 Sewer Main	787	LF	$ 130.00	$ 102,310.00
9	15" PVC SDR35 Sewer Main	3,870	LF	$ 160.00	$ 619,200.00
10	48" Sewer Manhole w/ Concrete Collar	193	EA	$ 6,500.00	$ 1,254,500.00
11	60" Sewer Manhole w/ Concrete Collar	78	EA	$ 7,500.00	$ 585,000.00
12	Connect to Existing Manhole	4	EA	$ 5,000.00	$ 20,000.00
13	Pavement T-Patch with Base	926,800	SF	$ 5.00	$ 4,634,000.00
14	Vacuum Sewer North 68 Conn - Airvac Supplied	1	LS	$ 586,500.00	$ 586,500.00
15	Vacuum Sewer North 68 Conn - Contractor Furnish & Install	1	LS	$ 1,232,900.00	$ 1,232,900.00
16	Vacuum Sewer South 30 Conn - Airvac Supplied	1	LS	$ 444,600.00	$ 444,600.00
17	Vacuum Sewer South 30 Conn - Contractor Furnish & Install	1	LS	$ 803,600.00	$ 803,600.00
18	Sewer Rake	1	LS	$ 250,000.00	$ 250,000.00
19	Chemical Injection Treatment	1	LS	$ 75,000.00	$ 75,000.00
20	Lagoon Aeration	1	LS	$ 250,000.00	$ 250,000.00
			Subtotal		$ 20,337,460.00
			Contingency	15%	$ 3,050,700.00
				Construction Total	**$ 23,388,160.00**
PROFESSIONAL SERVICES & INCIDENTALS					
1	Design Survey	0.8%	LS	$ 187,200.00	$ 187,200.00
2	Engineering Design	6.5%	LS	$ 1,520,300.00	$ 1,520,300.00
3	Right-of-Way & Easement Documents	0.1%	LS	$ 23,400.00	$ 23,400.00
4	Funding Administration	0.5%	HR	$ 117,000.00	$ 117,000.00
5	Bid Phase Services	0.4%	HR	$ 93,600.00	$ 93,600.00
6	Construction Phase Services	8.0%	HR	$ 1,871,100.00	$ 1,871,100.00
			Subtotal	16.3%	$ 3,812,600.00
				PROJECT TOTAL	**$ 27,200,760.00**

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5 - Vacuum Sewer estimates are furnished by Airvac and are based on their design of the system. It includes all pipe, valves, pumps, and pump stations for the system to function as intended. This option misses approximately 30 homes near Hamlin Dr. and Kanab Creek Dr. See the documents from Airvac for more information.

City of Kanab
Ranchos Sewer PER
October 27, 2023

ALTERNATIVE 5 - ENGINEER'S OPINION OF COST

This alternative features a vacuum pressure system with mains in the City ROW and two vacuum pumps. No gravity sewer is proposed with this option except what is existing.

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	10%	LS	$ 515,400.00	$ 515,400.00
2	Traffic Control	1	LS	$ 117,000.00	$ 117,000.00
3	Temporary Controls & Permitting	1	LS	$ 157,000.00	$ 157,000.00
4	Selective Site Demolition	1	LS	$ 196,000.00	$ 196,000.00
5	Restore Surface Improvements	1	LS	$ 39,000.00	$ 39,000.00
6	Connect to Existing Manhole	1	EA	$ 5,000.00	$ 5,000.00
7	Pavement T-Patch with Base	928,000	SF	$ 5.00	$ 4,640,000.00
8	Vacuum Sewer North 490 Conn - Airvac Supplied	1	LS	$ 1,441,080.00	$ 1,441,080.00
9	Vacuum Sewer North 490 Conn - Contractor Furnish & Install	1	LS	$ 2,394,380.00	$ 2,394,380.00
10	Vacuum Sewer South 212 Conn - Airvac Supplied	1	LS	$ 1,682,120.00	$ 1,682,120.00
11	Vacuum Sewer South 212 Conn - Contractor Furnish & Install	1	LS	$ 3,018,480.00	$ 3,018,480.00
12	Connect to Existing Sewer	1	LS	$ 135,000.00	$ 135,000.00
13	Sewer Rake	1	LS	$ 250,000.00	$ 250,000.00
14	Chemical Injection Treatment	1	LS	$ 75,000.00	$ 75,000.00
15	Lagoon Aeration	1	LS	$ 250,000.00	$ 250,000.00
			Subtotal		$ 14,915,460.00
			Contingency	15%	$ 2,237,400.00
				Construction Total	**$ 17,152,860.00**
PROFESSIONAL SERVICES & INCIDENTALS					
1	Design Survey	0.8%	LS	$ 137,300.00	$ 137,300.00
2	Engineering Design	6.5%	LS	$ 1,115,000.00	$ 1,115,000.00
3	Right-of-Way & Easement Documents	0.1%	LS	$ 17,200.00	$ 17,200.00
4	Funding Administration	0.5%	HR	$ 85,800.00	$ 85,800.00
5	Bid Phase Services	0.4%	HR	$ 68,700.00	$ 68,700.00
6	Construction Phase Services	8.0%	HR	$ 1,372,300.00	$ 1,372,300.00
			Subtotal	16.3%	$ 2,796,300.00
				PROJECT TOTAL	**$ 19,949,160.00**

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5 - Vacuum Sewer estimates are furnished by Airvac and are based on their design of the system. It includes all pipe, valves, pumps, and pump stations for the system to function as intended. This option misses approximately 30 homes near Hamlin Dr. and Kanab Creek Dr. See the documents from Airvac for more information.

City of Kanab
Ranchos Sewer PER
October 27, 2023

ALTERNATIVE 6 - ENGINEER'S OPINION OF COST

This alternative features gravity sewer with lift stations and pressurized sewer mains to sewer houses not able to gravity sewer.

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	AMOUNT
CONSTRUCTION					
1	Mobilization & Demobilization	10%	LS	$ 1,844,500.00	$ 1,844,500.00
2	Traffic Control	1	LS	$ 100,000.00	$ 100,000.00
3	Temporary Controls & Permitting	1	LS	$ 134,000.00	$ 134,000.00
4	Selective Site Demolition	1	LS	$ 167,000.00	$ 167,000.00
5	Restore Surface Improvements	1	LS	$ 33,000.00	$ 33,000.00
6	4" PVC SDR35 Sewer Lateral	1,100	EA	$ 1,100.00	$ 1,210,000.00
6	8" PVC SDR35 Sewer Main	83,906	LF	$ 90.00	$ 7,551,540.00
7	10" PVC SDR35 Sewer Main	6,919	LF	$ 110.00	$ 761,090.00
8	12" PVC SDR35 Sewer Main	787	LF	$ 130.00	$ 102,310.00
9	15" PVC SDR35 Sewer Main	3,870	LF	$ 160.00	$ 619,200.00
10	48" Sewer Manhole w/ Concrete Collar	259	EA	$ 6,500.00	$ 1,683,500.00
11	60" Sewer Manhole w/ Concrete Collar	78	EA	$ 7,500.00	$ 585,000.00
12	Connect to Existing Manhole	4	EA	$ 400,000.00	$ 1,600,000.00
13	Connect to Existing Manhole	4	EA	$ 5,000.00	$ 20,000.00
14	Pavement T-Patch with Base	775,620	SF	$ 5.00	$ 3,878,100.00
15	Sewer Rake	1	LS	$ 250,000.00	$ 250,000.00
16	Chemical Injection Treatment	1	LS	$ 75,000.00	$ 75,000.00
17	Lagoon Aeration	1	LS	$ 250,000.00	$ 250,000.00
			Subtotal		$ 20,864,240.00
			Contingency	15%	$ 3,129,600.00
				Construction Total	**$ 23,993,840.00**
PROFESSIONAL SERVICES & INCIDENTALS					
1	Design Survey	0.8%	LS	$ 192,000.00	$ 192,000.00
2	Engineering Design	6.5%	LS	$ 1,559,600.00	$ 1,559,600.00
3	Right-of-Way & Easement Documents	0.7%	LS	$ 168,000.00	$ 168,000.00
4	Property/Easement Acquisition	3.0%	HR	$ 719,900.00	$ 719,900.00
5	Funding Administration	0.5%	HR	$ 120,000.00	$ 120,000.00
5	Bid Phase Services	0.4%	HR	$ 96,000.00	$ 96,000.00
6	Construction Phase Services	8.0%	HR	$ 1,919,600.00	$ 1,919,600.00
			Subtotal	19.9%	$ 4,775,100.00
				PROJECT TOTAL	**$ 28,768,940.00**

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Cost Summary

Criteria	Construction	Professional Services	Overall	O&M Costs
2018 Master Plan Phase 1	*$ 5,965,637*	*$ 1,037,502*	*$ 7,003,139*	*$ 8,400*
Alt 1 - Gravity + No Action	**$ 19,758,900**	**$ 3,246,000**	**$ 23,004,900**	**$ 10,400**
Alt 1 - Phase 1	*$ 6,600,160*	*$ 1,129,200*	*$ 7,729,360*	*$ 5,000*
Alt 1 - Phase 2	*$ 2,720,300*	*$ 465,600*	*$ 3,185,900*	*$ 3,400*
Alt 1 - Phase 3	*$ 798,300*	*$ 126,200*	*$ 924,500*	*$ 2,000*
Alt 1 - Phase 4	*$ 1,271,340*	*$ 201,100*	*$ 1,472,440*	-
Alt 1 - Phase 5	*$ 1,670,900*	*$ 264,200*	*$ 1,935,100*	-
Alt 1 - Phase 6	*$ 2,334,140*	*$ 369,100*	*$ 2,703,240*	-
Alt 1 - Phase 7	*$ 1,606,800*	*$ 254,300*	*$ 1,861,100*	-
Alt 1 - Phase 8	*$ 1,581,440*	*$ 250,200*	*$ 1,831,640*	-
Alt 1 - Phase 9	*$ 1,175,480*	*$ 186,100*	*$ 1,361,580*	-
Alt 2 - Gravity + Gravity	$ 22,044,540	$ 4,387,200	$ 26,431,740	$ 14,400
Alt 3 - Gravity + E-One	$ 23,866,180	$ 3,890,500	$ 27,756,680	$ 43,900
Alt 4 - Gravity + Vacuum	$ 23,388,160	$ 3,812,600	$ 27,200,760	$ 44,848
Alt 5 - Vacuum	$ 17,152,860	$ 2,796,300	$ 19,949,160	$ 78,798
Alt 6 - Gravity + Lift Station	$ 23,993,840	$ 4,775,100	$ 28,768,940	$ 30,400

Scenario	Phase 1	Phase 1	Alt 1	Alt 2
Total Project Cost	**$ 7,729,360**	**$ 7,729,360**	**$ 23,004,900**	**$ 26,431,740**
Impact Fee Eligible	21.7%	21.7%	21.7%	21.7%
Impact Fee Eligible Cost*	$ 1,677,271.12	$ 1,677,271.12	$ 4,992,063.30	$ 5,735,687.58
Grant Funds	$ 2,000,000	$ -	$ 2,000,000	$ 2,000,000
Loan Principle	$ 4,052,089	$ 6,052,089	$ 16,012,837	$ 18,696,052
Annual Interest Rate	2.00%	3.00%	4.25%	4.25%
Loan Term [yr]	30	40	40	40
Annual Loan Payment	$180,925.45	$261,827.76	$839,367.10	$980,016.94
Monthly Loan Payment	$15,077.12	$21,818.98	$69,947.26	$81,668.08
Current Monthly User Rate	$17.76	$17.76	$17.76	$17.76
Additional Connections	401	401	1062	1100
Additional Monthly Revenue	$7,121.76	$7,121.76	$18,861.12	$19,536.00
Additional Monthly User Cost	$9,628.45	$16,932.13	$57,781.74	$70,137.75
Total Serviced ERCs	2684	2684	3345	3383
Added Cost per Connection	$3.59	$6.31	$17.27	$20.73
New User Rate†	$21.35	$24.07	$35.03	$38.49
Additional Monthly User Cost	$9,628.45	$16,932.13	$57,781.74	
New Serviced ERCs	401	401	1062	
Added Cost per Connection	$24.01	$42.22	$54.41	
New User Rate for New Users	**$41.77**	**$59.98**	**$72.17**	

**This will only be sustainable if the impact fee is adopted at the maximum allowable.*

†New user rate is calculated to be for all users of the sewer system.

Connection Fee	$3,466,243.64
	$8,644.00

APPENDIX C

EONE – LOW PRESSURE SEWER DOCUMENTS

DELCOWESTERN SINCE 1978

2559 South 1935 West
Salt Lake City, UT 84119-2023
(801) 972-0900 (801) 972-1171 fax
www.delcowestern.com

Quote #: 12271

Date: Mar 6, 2023

Quoted to: COD-EOne

Civil Science - Kanab
Kelvin: 435-688-0403
Kanab, UT
CS-Kelvin-City

Qty	Item #	Description	Unit Price	Extension
		Address: Kanab, UT - Rancho Project - Per Each Lot - Equipment ONLY		
1	6400011	1-1/4" SS Curb Stop	242.00	242.00
1	6400002	Curb Box	127.00	127.00
		Installation by Others		
1		Delivery and Freight NOT Included		
	Kapono	Order entered by Kapono Isaacs		

Subtotal:	369.00
Sales Tax:	26.75
Total:	**395.75**

UNLESS OTHERWISE STATED, IN WRITING, SALES TAXES ARE NOT INCLUDED

This quotation is for listed items only. Accuracy and completeness are not guaranteed.

Prices may be subject to manufacturer price changes and can change without notice.

DELCOWESTERN SINCE 1978

2559 South 1935 West
Salt Lake City, UT 84119-2023
(801) 972-0900 (801) 972-1171 fax
www.delcowestern.com

Quote #: 12270

Date: Mar 6, 2023

Quoted to: COD-EOne

Civil Science - Kanab
Kelvin: 435-688-0403
Kanab, UT
CS-Kelvin-071

Qty	Item #	Description	Unit Price	Extension
		Address: Kanab, UT - Rancho Project - Per Each Lot - Equipment ONLY		
1	6007193	E-One Model DH071-93 Tank	2,745.00	2,745.00
1	6210001	DHC Extreme Series 240V Pump Core Assembly (New) SN:	3,561.00	3,561.00
1	6340001	Panel - 240V Simplex Protect Plus SN:	814.00	814.00
1	6400003	1-1/4" Compression Fitting - INCLUDED for the Tank		
1	6410050	50' Cable	258.00	258.00
10	6400100	1-1/4" SDR-11 HDPE Pipe Green Stripe	2.20	22.00
		Installation by Others		
		Tank Lead Time up to 4-6 Weeks - Verify when Ordering		
		Core Lead Time up to 4-6 Weeks - Verify when Ordering		
1		Start Up, Delivery and Freight NOT Included		
	Kapono	Order entered by Kapono Isaacs		

Subtotal:	7,400.00
Sales Tax:	536.50
Total:	**7.936.50**

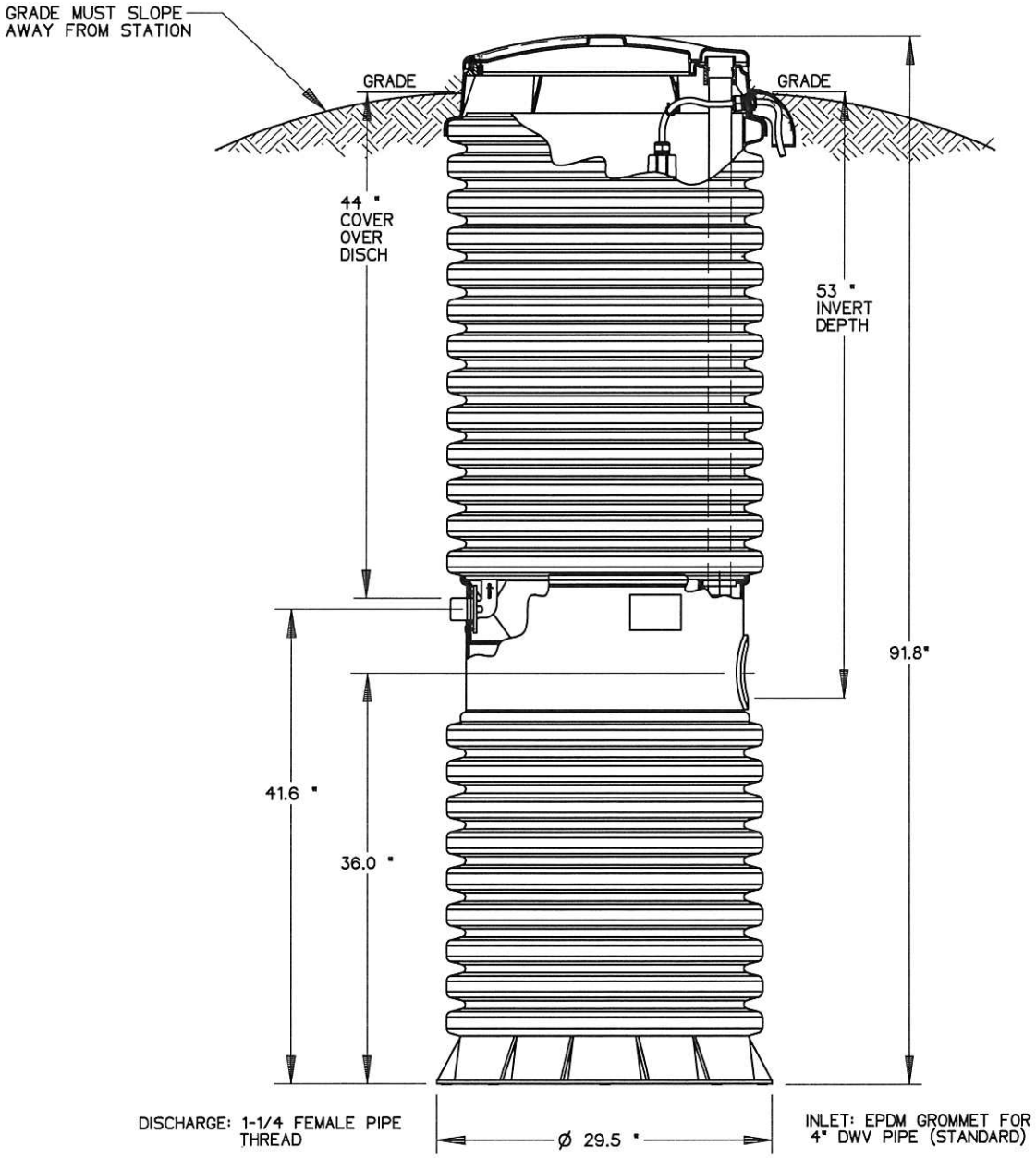
UNLESS OTHERWISE STATED, IN WRITING, SALES TAXES ARE NOT INCLUDED

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OPTIONS : ☐ DH071-93 (HARD WIRED LEVEL CONTROLS)

☐ DR071-93 (WIRELESS LEVEL CONTROLS)



CONCRETE BALLAST MAY BE REQUIRED
SEE INSTALLATION INSTRUCTIONS
FOR DETAILS

NOTE: DIMENSIONS ARE FOR REF ONLY

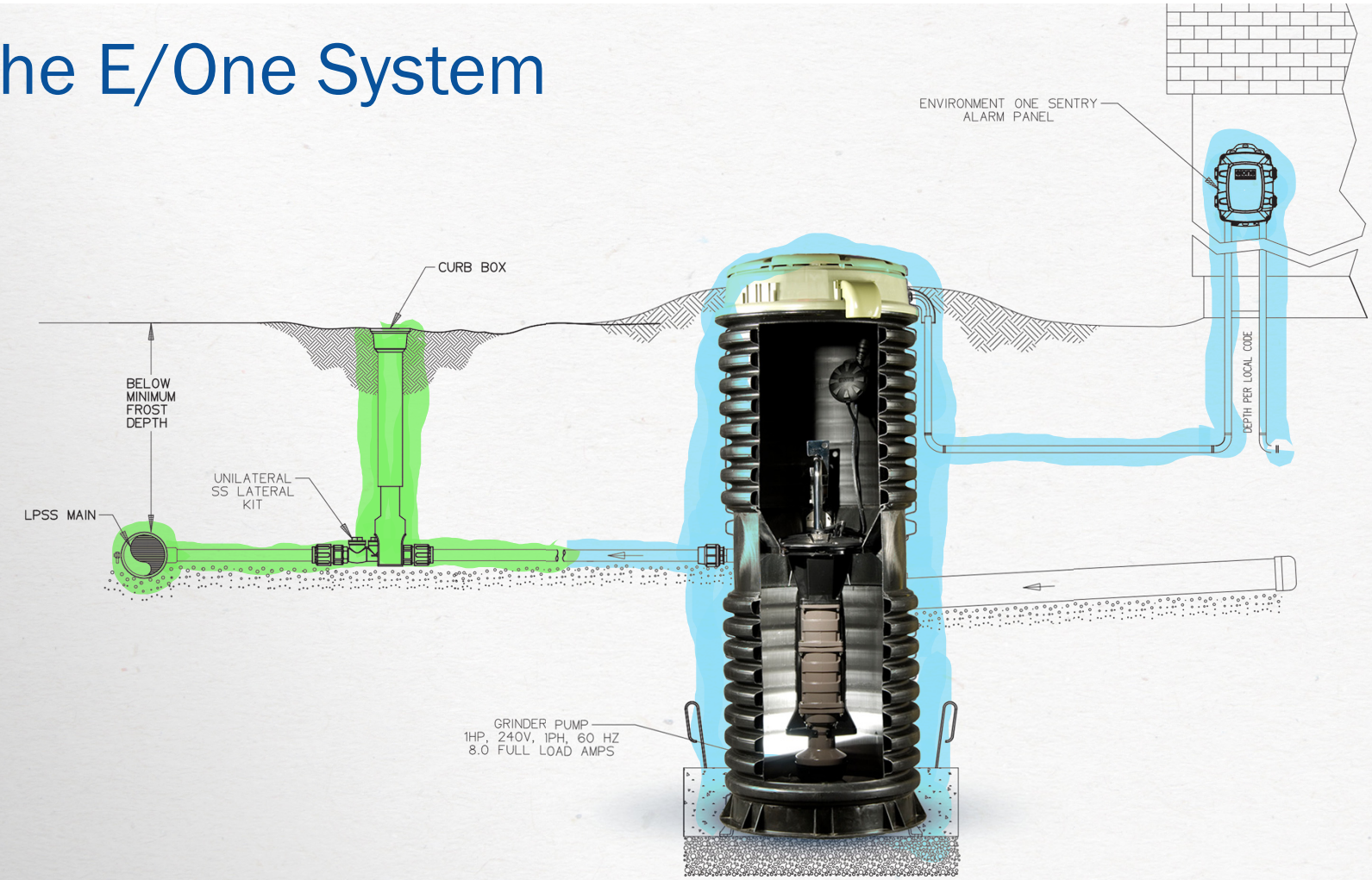
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SEWER SYSTEMS

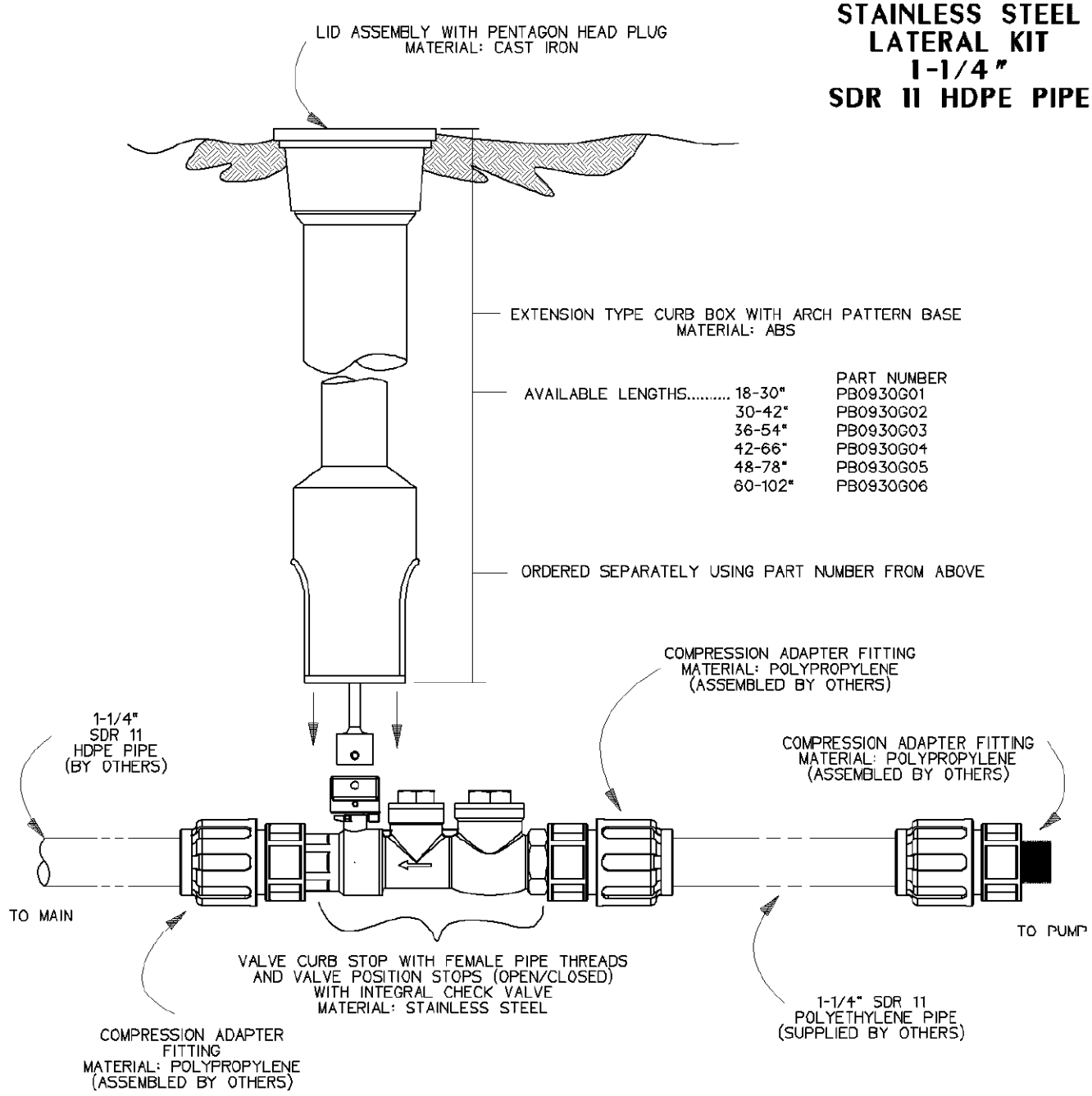
MODEL DH071-93 / DR071-93

NA0050P06

The E/One System



STAINLESS STEEL LATERAL KIT 1-1/4" SDR 11 HDPE PIPE



NOTES:

1. SS CURB STOP/CHECK VALVE AND FITTINGS ARE PROVIDED SEPARATELY, TO BE ASSEMBLED BY OTHERS
2. TO ASSEMBLE, APPLY A DOUBLE LAYER OF TEFLON TAPE, AND A LAYER OF PIPE DOPE (SUPPLIED BY OTHERS) TO THE THREADS ON THE PLASTIC FITTINGS AND INSTALL PER THE MANUFACTURER'S INSTRUCTIONS
   *FOR SS FITTING INTO SS THREAD, USE PIPE DOPE OR TEFLON TAPE, NOT BOTH
3. ASSEMBLY IS TO BE PRESSURE TESTED (BY OTHERS)
4. ASSEMBLY IS TO BE USED WITH SDR11 HDPE PIPE
5. TO ORDER SS LATERAL KIT, USE PART NUMBER NC0193G01
6. CURB BOX IS TO BE ORDERED SEPARATELY, SEE ABOVE

KIT PARTS ARE NOT ASSEMBLED

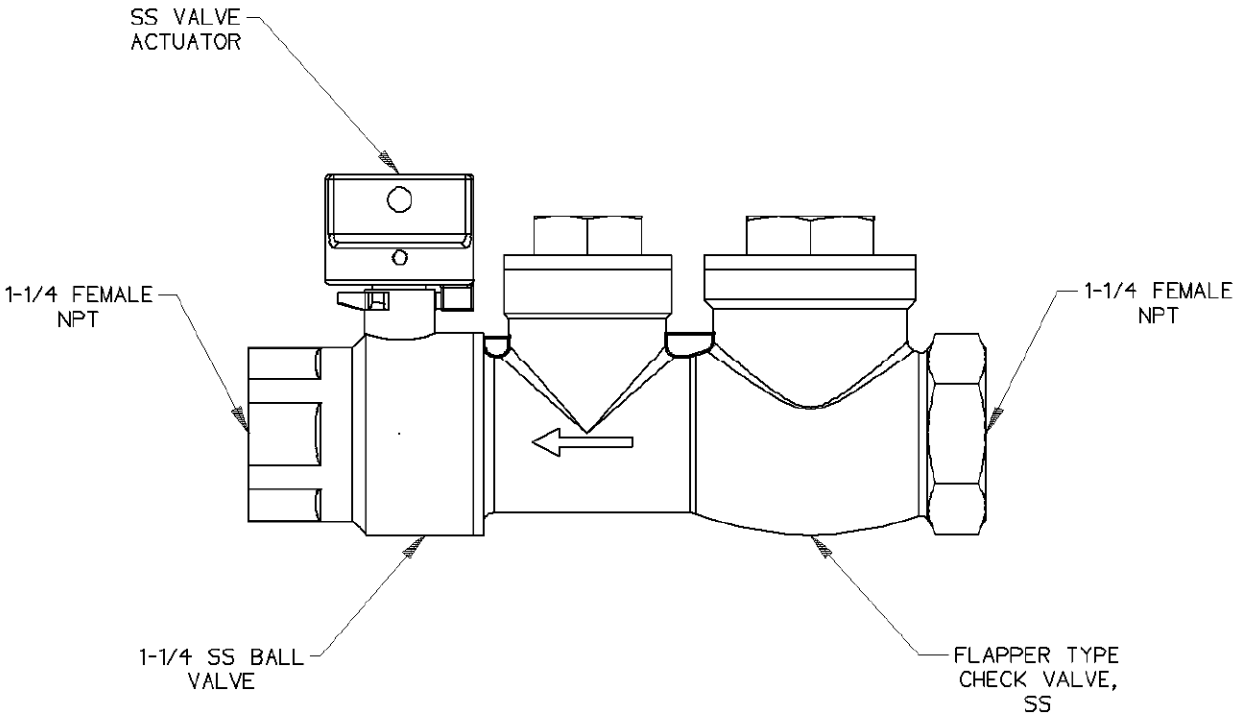
SGS	DN	11/02/11	B	3/16
DR BY	CHK'D	DATE	ISSUE	SCALE

SEWER SYSTEMS

STAINLESS STEEL LATERAL KIT
1-1/4" SDR 11 HDPE PIPE

NA0330P02

STAINLESS STEEL LATERAL ASSEMBLY NO FITTINGS



PART IS A BALL VALVE CURB STOP WITH FEMALE PIPE THREADS, VALVE POSITION STOPS (OPEN/CLOSED), AND INTEGRAL CHECK VALVE
MATERIAL: STAINLESS STEEL

PRESSURE RATING: 235 PSI

TO ORDER SS LATERAL, NO FITTINGS
USE PART NUMBER NB0184P01

NOTES:

1. FOR SS FITTING INTO SS THREAD, USE PIPE DOPE OR TEFLON TAPE, NOT BOTH
2. FOR PLASTIC FITTINGS INTO SS THREAD, USE BOTH PIPE DOPE AND 2 LAYERS OF TEFLON TAPE

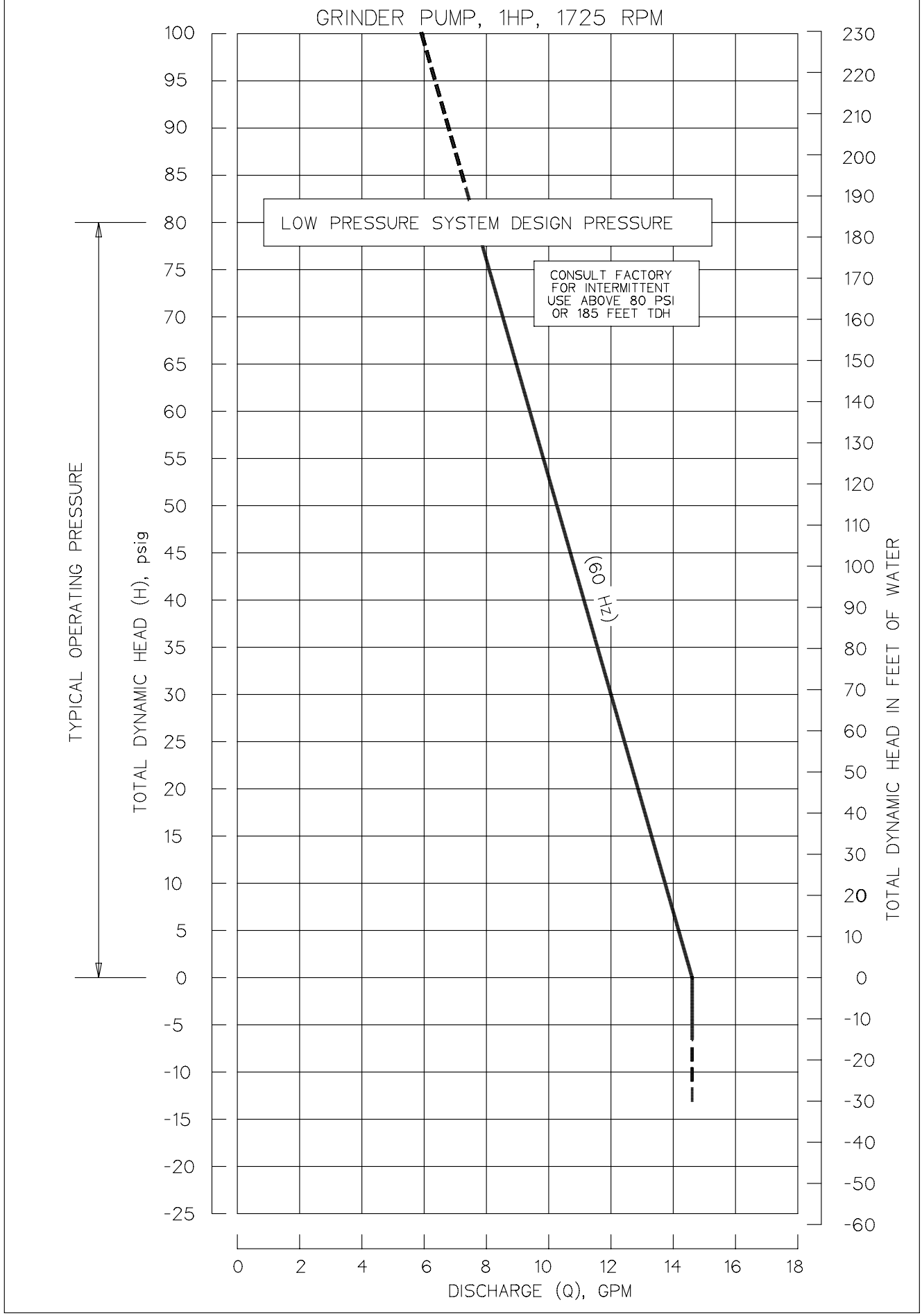
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DR BY	CHK'D	DATE	ISSUE	SCALE

SEWER SYSTEMS

STAINLESS STEEL LATERAL ASSEMBLY
NO FITTINGS

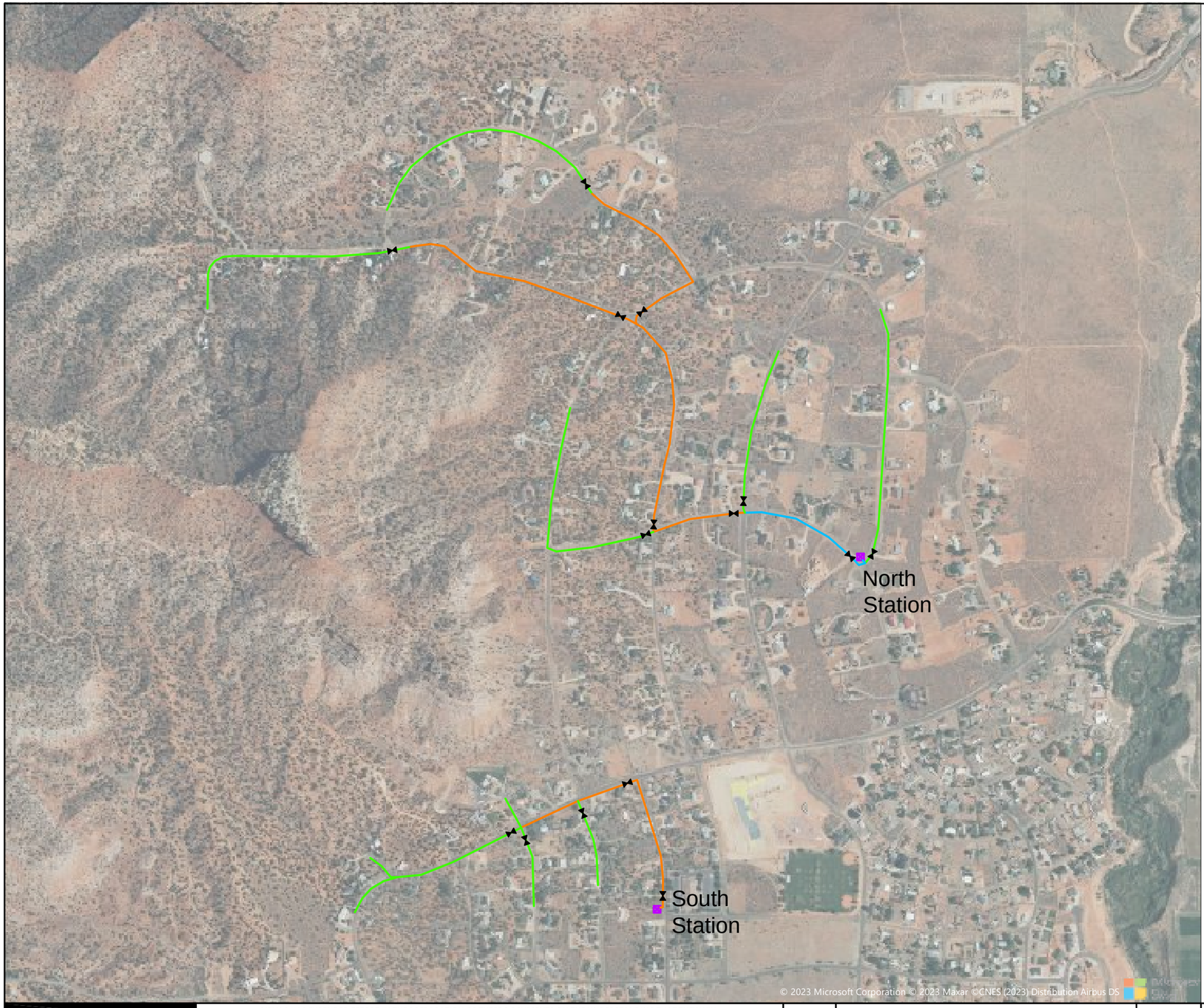
NA0330P05

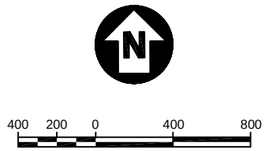
E|ONE SPD PUMP PERFORMANCE CURVE



APPENDIX D

AIRVAC – VACUUM SEWER DOCUMENTS





LEGEND

- 4" VACUUM SEWER MAIN
- 6" VACUUM SEWER MAIN
- 8" VACUUM SEWER MAIN
- DIVISION VALVE
- VACUUM STATION

AIRVAC HAS EXPENDED EFFORT IN THE PREPARATION OF THESE DOCUMENTS ON THE UNDERSTANDING THAT THEY WILL BE USED ONLY IF AIRVAC IS CHOSEN AS THE VACUUM SYSTEM SUPPLIER. THESE DOCUMENTS CONTAIN PROPRIETARY INFORMATION OF AIRVAC AND ANY USE OF THAT INFORMATION WITHOUT AIRVAC'S PRIOR WRITTEN CONSENT IS PROHIBITED.

Airvac

Vacuum Technology Systems

Airvac® - Brand of Aqseptence Group, Inc. 4217 N. Old U.S. 31, Rochester, Indiana 46975 U.S.A. Phone (574) 223-3980 Fax (574) 231-7424

Airvac Estimate #23112

NO.	REVISIONS	DATE

TITLE: KANAB, UTAH
PRELIMINARY VACUUM COLLECTION SYSTEM LAYOUT

CLIENT: CIVIL SCIENCE

DRAWN BY	DATE	SCALE	DRAWING NO.
C. MOORE	12 APR 2023	SEE SCALE	

DESIGNED BY: C. MOORE

Airvac

ESTIMATED CONSTRUCTION COSTS
68 Connections

NORTH STATION, KANAB RANCHOS, UT
Estimate #2023-112
April 12, 2023
Prepared for: Civil Science

SUMMARY			
Responsible Party	**Vacuum Mains & Pits**	**Vacuum Station**	**Total**
AIRVAC EQUIPMENT SUPPLY	**$236,500**	**$350,000**	**$586,500**
CONTRACTOR - FURNISH & INSTALL (F&I)	**$647,900**	**$585,000**	**$1,232,900**
TOTAL	**$884,400**	**$935,000**	**$1,819,400**

AIRVAC EQUIPMENT SUPPLY

50	ea	Airvac 6.0' - 2 pc Valve Pit		@	$4,400	/ea	$220,000
50	ea	Air Terminals		@	$330	/ea	$16,500
1	ea	Airvac Skid model	w/ COBRA Pumps	@	$350,000	LS	$350,000
					Sub-Total		**$586,500**

CONTRACTOR - FURNISH & INSTALL (F&I)

1,100	lf	8" Vacuum Main - F&I		@	$42	/lf	$46,200
5,900	lf	6" Vacuum Main - F&I		@	$36	/lf	$212,400
9,100	lf	4" Vacuum Main - F&I		@	$30	/lf	$273,000
1,000	lf	3" Service Lateral - F&I		@	$16	/lf	$16,000
1	ea	8" Isolation Valve - F&I		@	$1,800	/ea	$1,800
4	ea	6" Isolation Valve - F&I		@	$1,500	/ea	$6,000
5	ea	4" Isolation Valve - F&I		@	$1,200	/ea	$6,000
50	ea	Airvac valve pit - Install		@	$1,730	/ea	$86,500
1	LS	Site Work		@	$20,000	LS	$20,000
1	LS	Vac Sta - Basement vault		@	$115,000	LS	$115,000
1	LS	Prefab building	***(Airvac could also supply this)***	@	$350,000	LS	$350,000
1	LS	Vac Sta - Equip Install		@	$15,000	LS	$15,000
1	LS	Vac Sta - Mechanical/Electrical		@	$15,000	LS	$15,000
1	LS	Vac Sta - Odor control		@	$20,000	LS	$20,000
1	LS	Generator	***(Airvac could also supply this)***	@	$50,000	LS	$50,000
					Sub-Total		**$1,232,900**

This is not a firm quote but rather is an estimate of the magnitude of the major construction costs and does not include some other incidental items such as road borings, force main, etc. Passing time, market conditions and design variables will affect the costs shown. We encourage you to thoroughly review the Airvac Pricing Report for details.

Airvac

OPERATION AND MAINTENANCE
68 Connections

NORTH STATION, KANAB RANCHOS, UT
Estimate #2023-112
April 12, 2023
Prepared for: Civil Science

ESTIMATED ANNUAL O&M - YEAR 1

1. NORMAL & RECOMMENDED PREVENTIVE MAINTENANCE

Vacuum Station							
Check station	2.50	hrs/wk	x	52	wks	=	130.0 hrs/yr
Change charts	0.25	hrs/wk	x	52	wks	=	13.0 hrs/yr
Change vacuum pump oil & filter-R5 pumps only	0.00	hrs/yr/pump	x	2	pumps	=	0.0 hrs/yr
Clean sight glass	1.00	hrs/mo	x	12	mo	=	12.0 hrs/yr
Vacuum mains							
Exercise division valves	0.50	hrs/yr/div valve	x	10	Div valve	=	5.0 hrs/yr
Vacuum valves							
Annual inspection-valves & controllers	0.50	hr/yr/valve	x	50	valves	=	25.0 hrs/yr
					sub-total		185.0 hrs/yr

2. EMERGENCY MAINTENANCE ALLOWANCE (service calls-based on historical data)

Vacuum station (typically electrical related)	4.0	man-hr/SC	x	1	SC/yr	=	4.0 hrs/yr
Vacuum mains (line breaks - rare)	16.0	man-hr/SC	x	1	SC/yr	=	16.0 hrs/yr
Vacuum valves (typically a controller issue)	2.5	man-hr/SC	x	2	SC/yr *	=	5.0 hrs/yr
					sub-total		25.0 hr/yr
					Total		210.0 hr/yr
						x	$25 /hr
					Total annual labor		$5,250 /yr
					Round to:		$5,300 /yr

* *1-2 service call/yr/50 valves*

3. POWER

Vacuum pumps -modulated	48,424	kwhr/yr *	x	$0.08	/kwhr	=	$3,874 /yr
Sewage pumps	18,380	kwhr/yr *	x	$0.08	/kwhr	=	$1,470 /yr
Ventilation/lighting/etc	5,000	kwhr/yr	x	$0.08	/kwhr	=	$400 /yr
Flat fee	12	/mo	x	$100	/mo	=	$1,200 /yr
					Total annual power		$6,944 /yr
					Round to:		$6,900 /yr

* *based on pump horsepower & estimated annual run times of the pumps*

Note: Vacuum pump power consumption assumes pumps are modulated. W/out modulation add: $2,086 /yr

SUMMARY - TOTAL ESTIMATED ANNUAL O&M

Labor - Normal, recommended PM & Emergency maintenance		$5,300
Power	*VPs modulated*	$6,900
		$12,200
	Number of Connections	68
	Cost/Connection	$179 /yr/conn

Airvac

EQUIPMENT RENEWAL & REPLACEMENT- FUTURE

NORTH STATION, KANAB RANCHOS, UT

68 Connections

Estimate #2023-112

April 12, 2023

Prepared for: Civil Science

EQUIPMENT RENEWAL & REPLACEMENT - FUTURE EXPENSES

(costs shown are current year costs)

1. EQUIPMENT REPLACEMENT - Vacuum station

	Current cost		Quantity		Total	Expected life
Vacuum pumps	$24,800 /pump	x	2 pumps	=	$49,600	15 yrs
Sewage pumps	$9,700 /pump	x	2 pumps	=	$19,400	15 yrs

2. EQUIPMENT RENEWAL/REPAIR - Vacuum Station

	Renewal/repair cost in current $$		Quantity		Total	Estimated frequency
Collection tank	$21,100	x	1 ea	=	$21,100	30 yrs
Control panel	$13,500	x	1 ea	=	$13,500	20 yrs
Misc equipment	$2,000	x	LS	=	$2,000	15 yrs

3. EQUIPMENT REBUILD - Vacuum valves & controller

	Rebuild cost in current $$		Quantity		Total	Rebuild frequency
Vacuum valves	$72.50 /valve *	x	50 valves	=	$3,625	15 yrs
Controllers	$57.50 /controller *	x	50 controllers	=	$2,875	10 yrs
In-sump breather	$26.25 /breather **	x	50 breathers	=	$1,313	10 yrs

* *Includes 0.5 hr of labor@ $25/hr*

** *Includes 0.5 hr of labor@ $25/hr*

*** *Includes 0.25 hr of labor@ $25/hr*

Airvac

VACUUM STATION CALCULATIONS

Standard AIRVAC skid

68 Connections

NORTH STATION, KANAB RANCHOS, UT

Estimate #2023-112

April 12, 2023

Prepared for: Civil Science

DESIGN FLOWS					
Number of Connections	*Residential*		68		
Growth factor		x	1.00		
Per capita flow		x	75	gpd	
Persons/connection		x	3.50		
Peak factor		x	3.50		
Peak flow		=	43	gpm	
Other peak flow		+	0	gpm	
Total peak flow			**43**	**gpm**	**Qmax**
Average flow			12	gpm	Qa
Minimum flow			6	gpm	Qmin

SEWAGE PUMPS				
Sewage pump capacity	**45**	**gpm**	**Qdp (SELECTED DISCHARGE PUMP)**	
Estimated TDH	50	ft		
Pump efficiency	60%			
Motor efficiency	85%			
Estimate BHP	1.11	hp		
Selected HP	**7.5**	**hp**		

COLLECTION TANK				
Operating volume	78	gal	Vo	
Tank volume required	1,000	gal		
Selected tank volume	**1,500**	**gal**	**Vct**	

VACUUM PUMPS					
Longest Line	7,300	lf			
"A" factor	8				
Volume of pipe	17,940	gal	Vp		
VP capacity required-based on Flow & A/L	46	cfm	Based on flow & longest line	*larger value governs*	*357 cfm*
VP capacity required-based on Pipe volume	357	cfm	Based on pipe volume		
Selected vacuum pumps **2**	**383**	**acfm**	**Qvp (SELECTED VACUUM PUMP)**		
	22.8	**hp**			
Vacuum Pumps "ON"	16.0	" Hg	operating range		
Vacuum Pumps "OFF"	20.0	" Hg			
System pump down time	**2.80**	min	**"t"**		
	@ site elevation		*4,956 ft & with selected VP operating range*		

Airvac

ESTIMATED CONSTRUCTION COSTS

36 Connections

SOUTH STATION, KANAB RANCHOS, UT

Estimate #2023-112

April 12, 2023

Prepared for: Civil Science

SUMMARY			
Responsible Party	**Vacuum Mains & Pits**	**Vacuum Station**	**Total**
AIRVAC EQUIPMENT SUPPLY	**$94,600**	**$350,000**	**$444,600**
CONTRACTOR - FURNISH & INSTALL (F&I)	**$218,600**	**$585,000**	**$803,600**
TOTAL	**$313,200**	**$935,000**	**$1,248,200**

AIRVAC EQUIPMENT SUPPLY

20	ea	Airvac 6.0' - 2 pc Valve Pit		@	$4,400	/ea	$88,000
20	ea	Air Terminals		@	$330	/ea	$6,600
1	ea	Airvac Skid model	w/ COBRA Pumps	@	$350,000	LS	$350,000
					Sub-Total		**$444,600**

CONTRACTOR - FURNISH & INSTALL (F&I)

2,000	lf	6" Vacuum Main - F&I		@	$36	/lf	$72,000
3,300	lf	4" Vacuum Main - F&I		@	$30	/lf	$99,000
400	lf	3" Service Lateral - F&I		@	$16	/lf	$6,400
2	ea	6" Isolation Valve - F&I		@	$1,500	/ea	$3,000
3	ea	4" Isolation Valve - F&I		@	$1,200	/ea	$3,600
20	ea	Airvac valve pit - Install		@	$1,730	/ea	$34,600
1	LS	Site Work		@	$20,000	LS	$20,000
1	LS	Vac Sta - Basement vault		@	$115,000	LS	$115,000
1	LS	Prefab building	***(Airvac could also supply this)***	@	$350,000	LS	$350,000
1	LS	Vac Sta - Equip Install		@	$15,000	LS	$15,000
1	LS	Vac Sta - Mechanical/Electrical		@	$15,000	LS	$15,000
1	LS	Vac Sta - Odor control		@	$20,000	LS	$20,000
1	LS	Generator	***(Airvac could also supply this)***	@	$50,000	LS	$50,000
					Sub-Total		**$803,600**

This is not a firm quote but rather is an estimate of the magnitude of the major construction costs and does not include some other incidental items such as road borings, force main, etc. Passing time, market conditions and design variables will affect the costs shown. We encourage you to thoroughly review the Airvac Pricing Report for details.

Airvac

SOUTH STATION, KANAB RANCHOS, UT
Estimate #2023-112
April 12, 2023
Prepared for: Civil Science

OPERATION AND MAINTENANCE
36 Connections

ESTIMATED ANNUAL O&M - YEAR 1

1. NORMAL & RECOMMENDED PREVENTIVE MAINTENANCE

Vacuum Station							
Check station	2.50	hrs/wk	x	52	wks	=	130.0 hrs/yr
Change charts	0.25	hrs/wk	x	52	wks	=	13.0 hrs/yr
Change vacuum pump oil & filter-R5 pumps only	0.00	hrs/yr/pump	x	2	pumps	=	0.0 hrs/yr
Clean sight glass	1.00	hrs/mo	x	12	mo	=	12.0 hrs/yr
Vacuum mains							
Exercise division valves	0.50	hrs/yr/div valve	x	5	Div valve	=	2.5 hrs/yr
Vacuum valves							
Annual inspection-valves & controllers	0.50	hr/yr/valve	x	20	valves	=	10.0 hrs/yr
					sub-total		167.5 hrs/yr

2. EMERGENCY MAINTENANCE ALLOWANCE (service calls-based on historical data)

Vacuum station (typically electrical related)	4.0	man-hr/SC	x	1	SC/yr	=	4.0 hrs/yr
Vacuum mains (line breaks - rare)	16.0	man-hr/SC	x	1	SC/yr	=	16.0 hrs/yr
Vacuum valves (typically a controller issue)	2.5	man-hr/SC	x	2	SC/yr *	=	5.0 hrs/yr
					sub-total		25.0 hr/yr
					Total		192.5 hr/yr
						x	$25 /hr
					Total annual labor		$4,813 /yr
					Round to:		$4,800 /yr

* *1-2 service call/yr/50 valves*

3. POWER

Vacuum pumps -modulated	15,738	kwhr/yr *	x	$0.08	/kwhr	=	$1,259 /yr
Sewage pumps	18,380	kwhr/yr *	x	$0.08	/kwhr	=	$1,470 /yr
Ventilation/lighting/etc	5,000	kwhr/yr	x	$0.08	/kwhr	=	$400 /yr
Flat fee	12	/mo	x	$100	/mo	=	$1,200 /yr
					Total annual power		$4,329 /yr
					Round to:		$4,300 /yr

* *based on pump horsepower & estimated annual run times of the pumps*

Note: Vacuum pump power consumption assumes pumps are modulated. W/out modulation add: $678 /yr

SUMMARY - TOTAL ESTIMATED ANNUAL O&M

Labor - Normal, recommended PM & Emergency maintenance		$4,800
Power	*VPs modulated*	$4,300
		$9,100
	Number of Connections	36
	Cost/Connection	$253 /yr/conn

Airvac

EQUIPMENT RENEWAL & REPLACEMENT- FUTURE

SOUTH STATION, KANAB RANCHOS, UT

36 Connections

Estimate #2023-112

April 12, 2023

Prepared for: Civil Science

EQUIPMENT RENEWAL & REPLACEMENT - FUTURE EXPENSES

(costs shown are current year costs)

1. EQUIPMENT REPLACEMENT - Vacuum station

	Current cost		Quantity		Total	Expected life
Vacuum pumps	$24,800 /pump	x	2 pumps	=	$49,600	15 yrs
Sewage pumps	$9,700 /pump	x	2 pumps	=	$19,400	15 yrs

2. EQUIPMENT RENEWAL/REPAIR - Vacuum Station

	Renewal/repair cost in current $$		Quantity		Total	Estimated frequency
Collection tank	$21,100	x	1 ea	=	$21,100	30 yrs
Control panel	$13,500	x	1 ea	=	$13,500	20 yrs
Misc equipment	$2,000	x	LS	=	$2,000	15 yrs

3. EQUIPMENT REBUILD - Vacuum valves & controller

	Rebuild cost in current $$		Quantity		Total	Rebuild frequency
Vacuum valves	$72.50 /valve *	x	20 valves	=	$1,450	15 yrs
Controllers	$57.50 /controller *	x	20 controllers	=	$1,150	10 yrs
In-sump breather	$26.25 /breather **	x	20 breathers	=	$525	10 yrs

* *Includes 0.5 hr of labor@ $25/hr*

** *Includes 0.5 hr of labor@ $25/hr*

*** *Includes 0.25 hr of labor@ $25/hr*

Airvac

VACUUM STATION CALCULATIONS

Standard AIRVAC skid

36 Connections

SOUTH STATION, KANAB RANCHOS, UT

Estimate #2023-112

April 12, 2023

Prepared for: Civil Science

DESIGN FLOWS					
Number of Connections	*Residential*		36		
Growth factor		x	1.00		
Per capita flow		x	75	gpd	
Persons/connection		x	3.50		
Peak factor		x	3.50		
Peak flow		=	23	gpm	
Other peak flow		+	0	gpm	
Total peak flow			**23**	**gpm**	**Qmax**
Average flow			7	gpm	Qa
Minimum flow			3.5	gpm	Qmin
SEWAGE PUMPS					
Sewage pump capacity			**25**	**gpm**	**Qdp (SELECTED DISCHARGE PUMP)**
Estimated TDH			50	ft	
Pump efficiency			60%		
Motor efficiency			85%		
Estimate BHP			0.62	hp	
Selected HP			**7.5**	**hp**	
COLLECTION TANK					
Operating volume			45	gal	Vo
Tank volume required			1,000	gal	
Selected tank volume			**1,500**	**gal**	**Vct**
VACUUM PUMPS					
Longest Line			3,500	lf	
"A" factor			6		
Volume of pipe			5,320	gal	Vp
VP capacity required-based on Flow & A/L			18	cfm	Based on flow & longest line } *larger value governs* *133 cfm*
VP capacity required-based on Pipe volume			133	cfm	Based on pipe volume }
Selected vacuum pumps	**2**		**383**	**acfm**	**Qvp (SELECTED VACUUM PUMP)**
			22.8	**hp**	
Vacuum Pumps "ON"			16.0	" Hg	} operating range
Vacuum Pumps "OFF"			20.0	" Hg	}
System pump down time			**1.04**	min	**"t"**
			@ site elevation		*4,956 ft & with selected VP operating range*

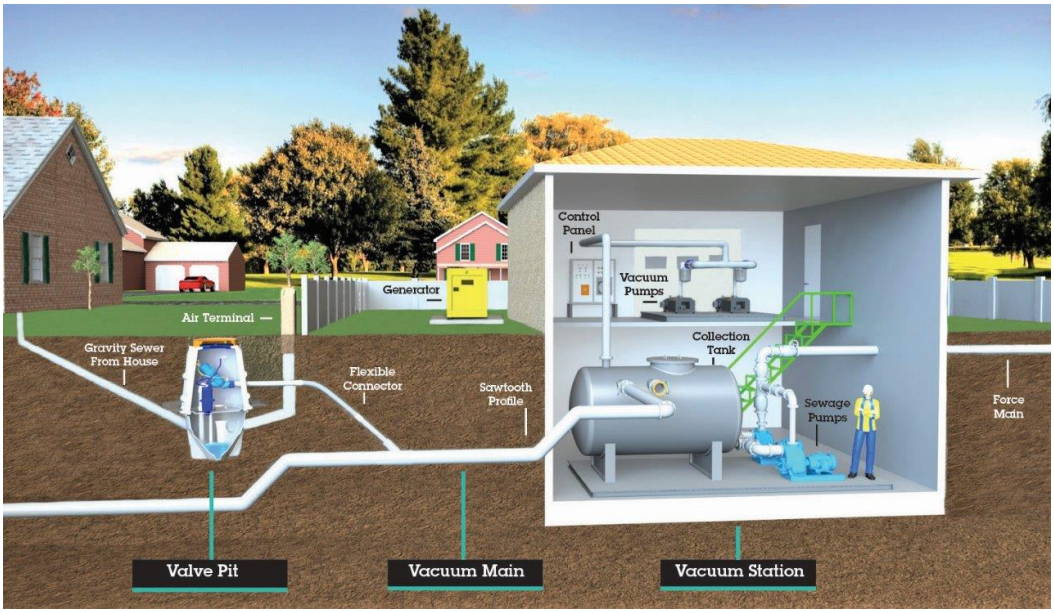
Kanab, UT

Dear Mr Smith,
Thank you for inquiring about Airvac and vacuum sewers. Below you will find information on how an Airvac system works, an interactive map with a small sampling of Airvac reference projects, and a short summary about your project specifics. For additional information please contact Sawyer Stevens whose contact information is shown to the right.

Vacuum Sewer System Information

How the Airvac Vacuum Sewer Systems Work

Infographic of the System



Click image to enlarge

References

Municipal Vacuum Sewer Projects

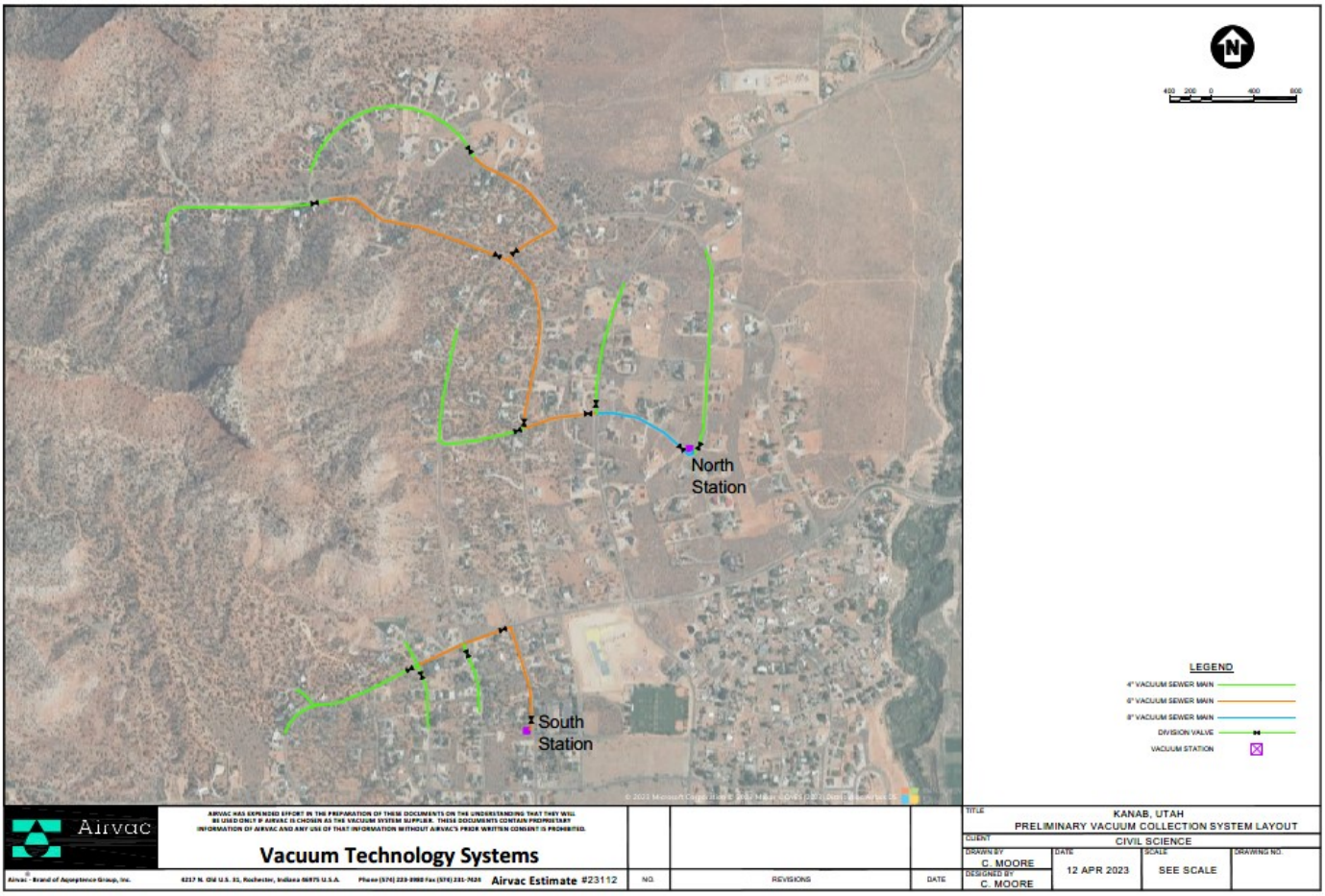
The interactive map below represents just a small sample of the 330+ Airvac systems that have been installed in 30 states in the U.S. since the early 1970's. In addition to the U.S. installations, Airvac also has 600+ systems in operation in 38 foreign countries.
Click on the map below to read an editorial, watch a case study video, or just view general information about a select project.

Watch a Case Study Video
Read an Editorial
Gerneral Project Information

Mapview: ◯ International ◯ U.S.

Your Project

Kanab, UT Estimate Information



Kanab Details

Connections	104
Design Peak Flow (gpm) North Station	43
Design Peak Flow (gpm) South Station	23

Vacuum System Details

# of Valve Pits	70
# of Isolation Valves	15
Total Length of 4" Vacuum Main (LF)	12,400
Total Length of 6" Vacuum Main (LF)	7,900

Total Length of 8" Vacuum Main (LF)	1,100
Vacuum Station Details North Station	1,500 gal. tank, 2-22.5 hp vacuum pumps, 2-7.5 hp sewage pumps
Vacuum Station Details South Station	1,500 gal. tank, 2-22.5 hp vacuum pumps, 2-7.5 hp sewage pumps

Kanab, UT Estimate
PDF, 2.28 MB. 12.04.2023

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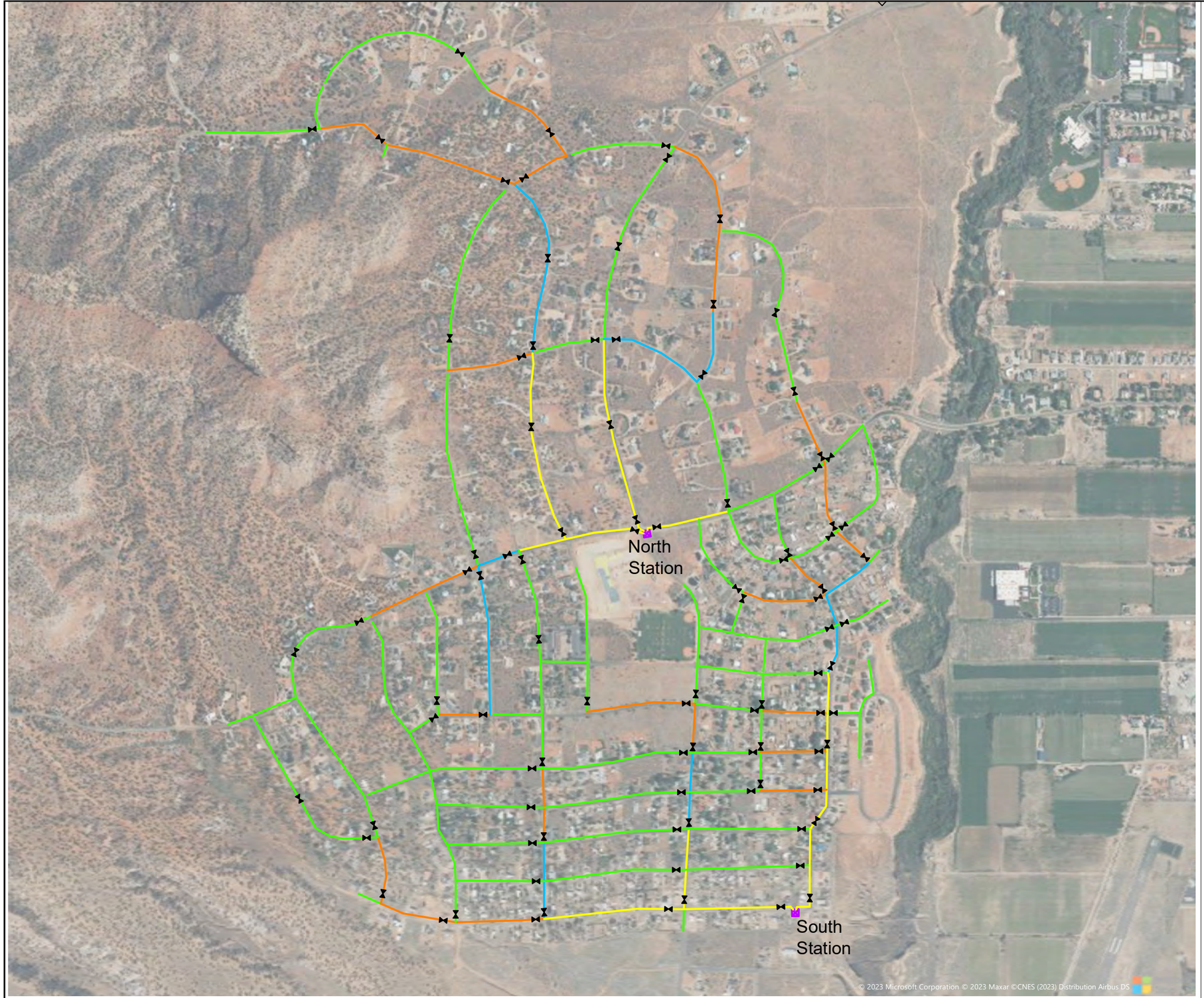
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Rep Information

Matt Wiest
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500 250 0 500 1000

LEGEND

- 4" VACUUM SEWER MAIN
- 6" VACUUM SEWER MAIN
- 8" VACUUM SEWER MAIN
- 10" VACUUM SEWER MAIN
- DIVISION VALVE
- VACUUM STATION

AIRVAC HAS EXPENDED EFFORT IN THE PREPARATION OF THESE DOCUMENTS ON THE UNDERSTANDING THAT THEY WILL BE USED ONLY IF AIRVAC IS CHOSEN AS THE VACUUM SYSTEM SUPPLIER. THESE DOCUMENTS CONTAIN PROPRIETARY INFORMATION OF AIRVAC AND ANY USE OF THAT INFORMATION WITHOUT AIRVAC'S PRIOR WRITTEN CONSENT IS PROHIBITED.

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Airvac Estimate #23112

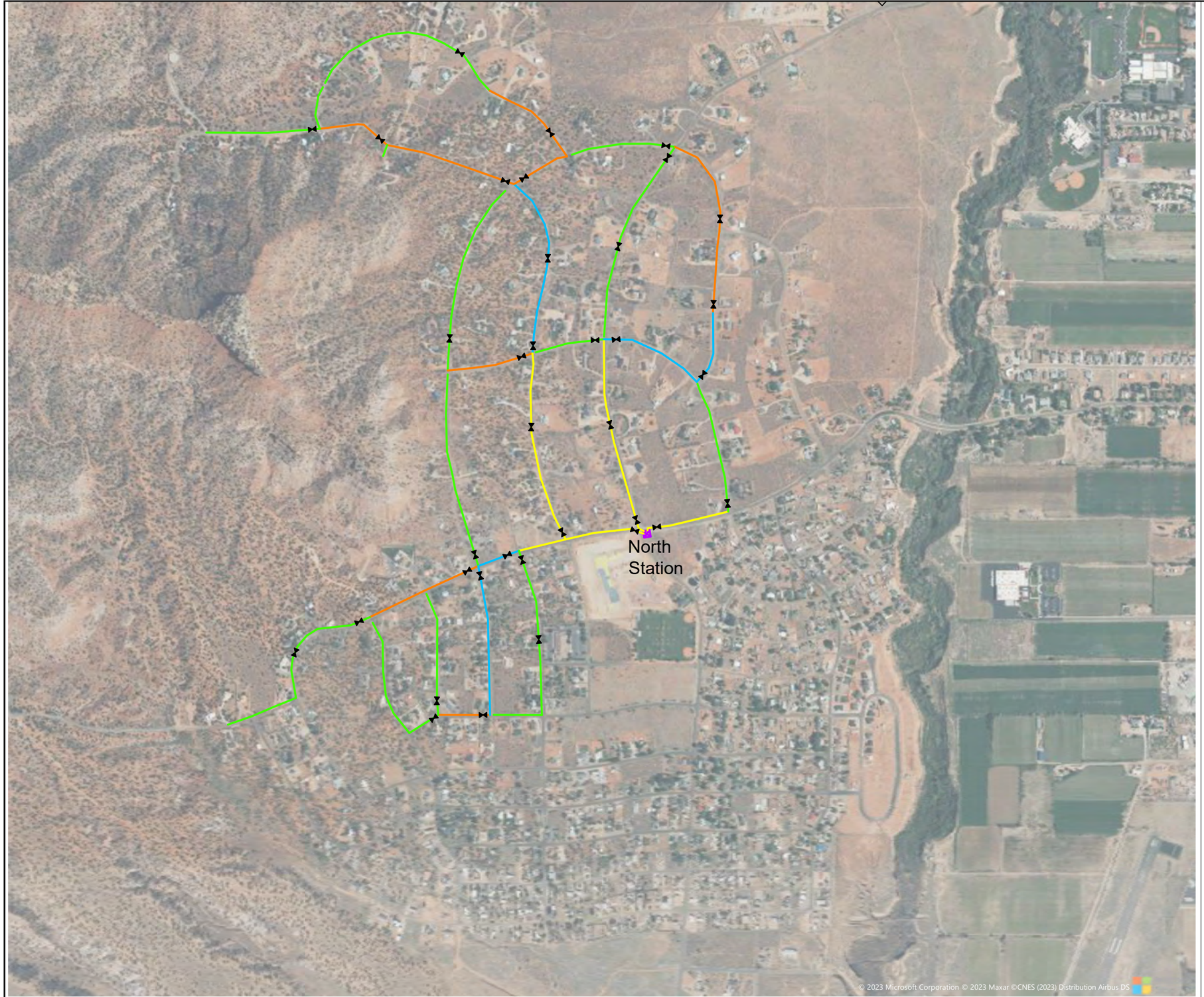
NO.	REVISIONS	DATE

TITLE: KANAB, UTAH
PRELIMINARY VACUUM COLLECTION SYSTEM LAYOUT

CLIENT: CIVIL SCIENCE

DRAWN BY	DATE	SCALE	DRAWING NO.
C. JONES	27 JUN 2023	SEE SCALE	

DESIGNED BY: C. JONES





500 250 0 500 1000

LEGEND

- 4" VACUUM SEWER MAIN
- 6" VACUUM SEWER MAIN
- 8" VACUUM SEWER MAIN
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Airvac Estimate #23112

NO.	REVISIONS	DATE

TITLE	KANAB, UTAH LAYOUT - NORTH STATION
CLIENT	CIVIL SCIENCE
DRAWN BY	C. JONES
DESIGNED BY	C. JONES
DATE	27 JUN 2023
SCALE	SEE SCALE
DRAWING NO.	

Airvac

ESTIMATED CONSTRUCTION COSTS
491 Connections

KANAB RANCHOS (NORTH STATION), KANE COUNTY, UT
Estimate #2023-112
July 24, 2023
Prepared for: Civil Science

SUMMARY			
Responsible Party	**Vacuum Mains & Pits**	**Vacuum Station**	**Total**
AIRVAC EQUIPMENT SUPPLY	**$941,080**	**$500,000**	**$1,441,080**
CONTRACTOR - FURNISH & INSTALL (F&I)	**$1,809,380**	**$585,000**	**$2,394,380**
TOTAL	**$2,750,460**	**$1,085,000**	**$3,835,460**

AIRVAC EQUIPMENT SUPPLY

196	ea	Airvac 6.0' - 2 pc Valve Pit		@	$4,400	/ea	$862,400
196	ea	Air Terminals		@	$330	/ea	$64,680
1	ea	Single Buffer Tank		@	$14,000	/ea	$14,000
1	ea	Airvac Skid model	w/ COBRA Pumps	@	$500,000	LS	$500,000
					Sub-Total		**$1,441,080**

CONTRACTOR - FURNISH & INSTALL (F&I)

5,740	lf	10" Vacuum Main - F&I		@	$48	/lf	$275,520
5,300	lf	8" Vacuum Main - F&I		@	$42	/lf	$222,600
7,760	lf	6" Vacuum Main - F&I		@	$36	/lf	$279,360
19,000	lf	4" Vacuum Main - F&I		@	$30	/lf	$570,000
3,920	lf	3" Service Lateral - F&I		@	$16	/lf	$62,720
6	ea	10" Isolation Valve - F&I		@	$2,100	/lf	$12,600
6	ea	8" Isolation Valve - F&I		@	$1,800	/ea	$10,800
9	ea	6" Isolation Valve - F&I		@	$1,500	/ea	$13,500
15	ea	4" Isolation Valve - F&I		@	$1,200	/ea	$18,000
196	ea	Airvac valve pit - Install		@	$1,730	/ea	$339,080
1	ea	Single Buffer Tank - Furnish tank & install		@	$5,200	/ea	$5,200
1	LS	Site Work		@	$20,000	LS	$20,000
1	LS	Vac Sta - Basement vault		@	$115,000	LS	$115,000
1	LS	Prefab building	***(Airvac could also supply this)***	@	$350,000	LS	$350,000
1	LS	Vac Sta - Equip Install		@	$15,000	LS	$15,000
1	LS	Vac Sta - Mechanical/Electrical		@	$15,000	LS	$15,000
1	LS	Vac Sta - Odor control		@	$20,000	LS	$20,000
1	LS	Generator	***(Airvac could also supply this)***	@	$50,000	LS	$50,000
					Sub-Total		**$2,394,380**

This is not a firm quote but rather is an estimate of the magnitude of the major construction costs and does not include some other incidental items such as road borings, force main, etc. Passing time, market conditions and design variables will affect the costs shown. We encourage you to thoroughly review the Airvac Pricing Report for details.

Airvac

OPERATION AND MAINTENANCE
491 Connections

KANAB RANCHOS (NORTH STATION), KANE COUNTY, UT
Estimate #2023-112
July 24, 2023
Prepared for: Civil Science

ESTIMATED ANNUAL O&M - YEAR 1

1. NORMAL & RECOMMENDED PREVENTIVE MAINTENANCE

Vacuum Station								
Check station	2.50	hrs/wk	x	52	wks	=	130.0	hrs/yr
Change charts	0.25	hrs/wk	x	52	wks	=	13.0	hrs/yr
Change vacuum pump oil & filter-R5 pumps only	0.00	hrs/yr/pump	x	5	pumps	=	0.0	hrs/yr
Clean sight glass	1.00	hrs/mo	x	12	mo	=	12.0	hrs/yr
Vacuum mains								
Exercise division valves	0.50	hrs/yr/div valve	x	36	Div valve	=	18.0	hrs/yr
Vacuum valves								
Annual inspection-valves & controllers	0.50	hr/yr/valve	x	197	valves	=	98.5	hrs/yr
					sub-total		271.5	hrs/yr

2. EMERGENCY MAINTENANCE ALLOWANCE (service calls-based on historical data)

Vacuum station (typically electrical related)	4.0	man-hr/SC	x	1	SC/yr	=	4.0	hrs/yr
Vacuum mains (line breaks - rare)	16.0	man-hr/SC	x	2	SC/yr	=	32.0	hrs/yr
Vacuum valves (typically a controller issue)	2.5	man-hr/SC	x	8	SC/yr *	=	20.0	hrs/yr
					sub-total		56.0	hr/yr
					Total		327.5	hr/yr
						x	$25	/hr
					Total annual labor		$8,188	/yr
					Round to:		$8,200	/yr

* *1-2 service call/yr/50 valves*

3. POWER

Vacuum pumps -modulated	85,550	kwhr/yr *	x	$0.08	/kwhr	=	$6,844	/yr
Sewage pumps	24,506	kwhr/yr *	x	$0.08	/kwhr	=	$1,960	/yr
Ventilation/lighting/etc	5,000	kwhr/yr	x	$0.08	/kwhr	=	$400	/yr
Flat fee	12	/mo	x	$100	/mo	=	$1,200	/yr
					Total annual power		$10,405	/yr
					Round to:		$10,400	/yr

* *based on pump horsepower & estimated annual run times of the pumps*

Note: Vacuum pump power consumption assumes pumps are modulated. W/out modulation add: $3,685 /yr

SUMMARY - TOTAL ESTIMATED ANNUAL O&M

Labor - Normal, recommended PM & Emergency maintenance		$8,200
Power	*VPs modulated*	$10,400
		$18,600
	Number of Connections	491
	Cost/Connection	$38 /yr/conn

Airvac

EQUIPMENT RENEWAL & REPLACEMENT- FUTURE

KANAB RANCHOS (NORTH STATION), KANE COUN

491 Connections

Estimate #2023-112

July 24, 2023

Prepared for: Civil Science

EQUIPMENT RENEWAL & REPLACEMENT - FUTURE EXPENSES

(costs shown are current year costs)

1. EQUIPMENT REPLACEMENT - Vacuum station

	Current cost		Quantity		Total	Expected life
Vacuum pumps	$24,800 /pump	x	5 pumps	=	$124,000	15 yrs
Sewage pumps	$10,200 /pump	x	2 pumps	=	$20,400	15 yrs

2. EQUIPMENT RENEWAL/REPAIR - Vacuum Station

	Renewal/repair cost in current $$		Quantity		Total	Estimated frequency
Collection tank	$28,100	x	1 ea	=	$28,100	30 yrs
Control panel	$18,600	x	1 ea	=	$18,600	20 yrs
Misc equipment	$2,000	x	LS	=	$2,000	15 yrs

3. EQUIPMENT REBUILD - Vacuum valves & controller

	Rebuild cost in current $$		Quantity		Total	Rebuild frequency
Vacuum valves	$72.50 /valve *	x	197 valves	=	$14,283	15 yrs
Controllers	$57.50 /controller *	x	197 controllers	=	$11,328	10 yrs
In-sump breather	$26.25 /breather **	x	197 breathers	=	$5,171	10 yrs

* *Includes 0.5 hr of labor@ $25/hr*

** *Includes 0.5 hr of labor@ $25/hr*

*** *Includes 0.25 hr of labor@ $25/hr*

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VACUUM STATION CALCULATIONS

Standard AIRVAC skid

491 Connections

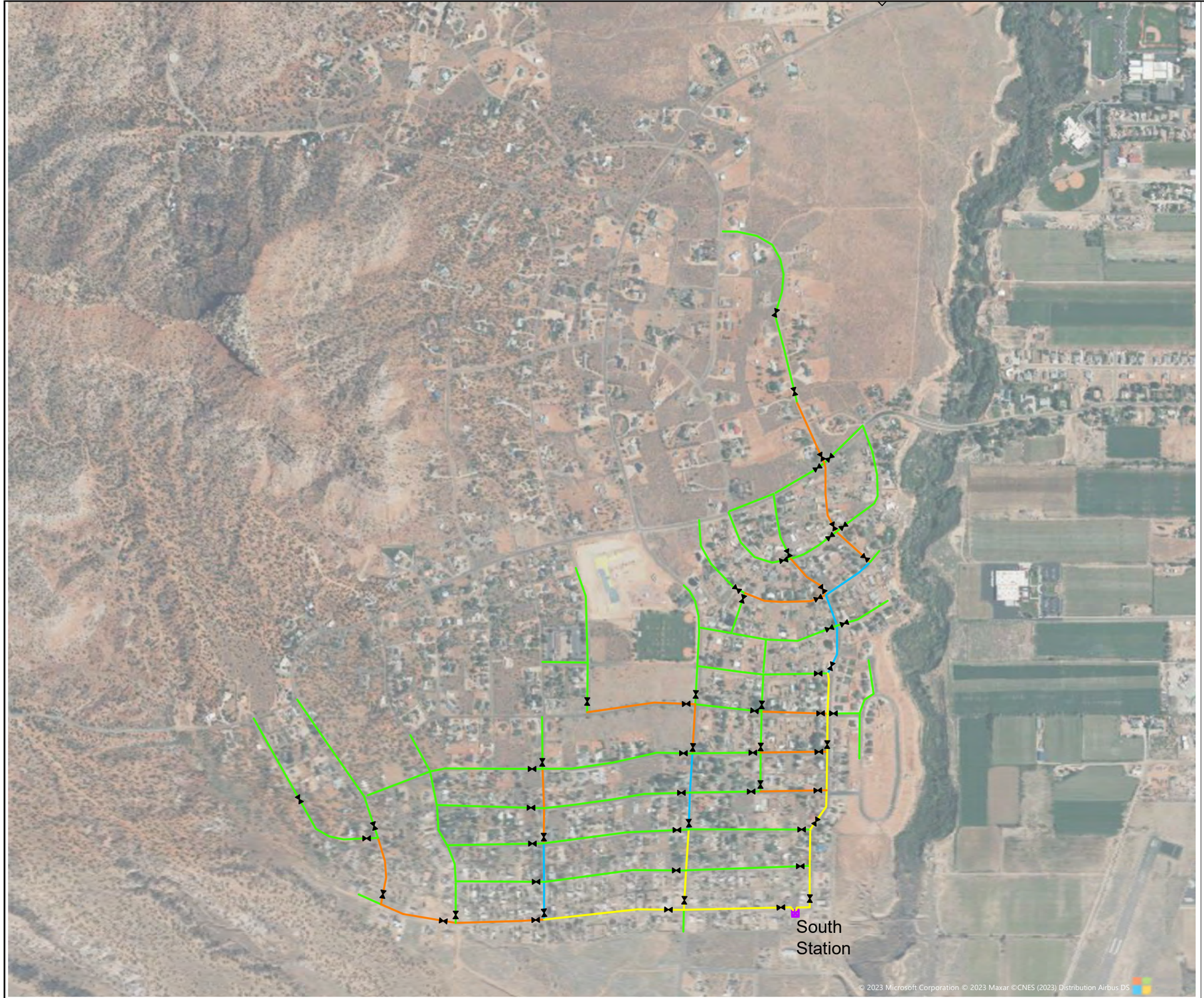
KANAB RANCHOS (NORTH STATION), KANE COUNTY, UT

Estimate #2023-112

July 24, 2023

Prepared for: Civil Science

DESIGN FLOWS					
Number of Connections	*Residential*		490		
Growth factor		x	1.00		
Per capita flow		x	75	gpd	
Persons/connection		x	3.50		
Peak factor		x	3.50		
Peak flow		=	313	gpm	
Other peak flow		+	12	gpm	
Total peak flow			**325**	**gpm**	**Qmax**
Average flow			93	gpm	Qa
Minimum flow			46.5	gpm	Qmin
SEWAGE PUMPS					
Sewage pump capacity			**325**	**gpm**	**Qdp (SELECTED DISCHARGE PUMP)**
Estimated TDH			50	ft	
Pump efficiency			60%		
Motor efficiency			85%		
Estimate BHP			8.05	hp	
Selected HP			**10**	**hp**	
COLLECTION TANK					
Operating volume			598	gal	Vo
Tank volume required			2,200	gal	***< OTHER PEAK FLOW from above taken into consideration for tank size***
Selected tank volume			**3,000**	**gal**	**Vct**
VACUUM PUMPS					
Longest Line			7,860	lf	
"A" factor			8		
Volume of pipe			60,890	gal	Vp
VP capacity required-based on Flow & A/L			347	cfm	Based on flow & longest line } ***larger value governs*** ***1,147 cfm***
VP capacity required-based on Pipe volume			1,147	cfm	Based on pipe volume }
Selected vacuum pumps	**5**		**383**	**acfm**	**Qvp (SELECTED VACUUM PUMP)**
			22.8	**hp**	
Vacuum Pumps "ON"			16.0	" Hg	} operating range
Vacuum Pumps "OFF"			20.0	" Hg	}
System pump down time			**2.25**	min	**"t"**
			@ site elevation		*4,942 ft & with selected VP operating range*



N

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LEGEND

- 4" VACUUM SEWER MAIN
- 6" VACUUM SEWER MAIN
- 8" VACUUM SEWER MAIN
- 10" VACUUM SEWER MAIN
- DIVISION VALVE
- VACUUM STATION

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Airvac Estimate #23112

NO.	REVISIONS	DATE

TITLE	KANAB, UTAH LAYOUT - SOUTH STATION
CLIENT	CIVIL SCIENCE
DRAWN BY	C. JONES
DESIGNED BY	C. JONES
DATE	27 JUN 2023
SCALE	SEE SCALE
DRAWING NO.	

Airvac

ESTIMATED CONSTRUCTION COSTS
612 Connections

KANAB RANCHOS (SOUTH STATION), KANE COUNTY, UT
Estimate #2023-112
July 24, 2023
Prepared for: Civil Science

SUMMARY			
Responsible Party	**Vacuum Mains & Pits**	**Vacuum Station**	**Total**
AIRVAC EQUIPMENT SUPPLY	**$1,182,120**	**$500,000**	**$1,682,120**
CONTRACTOR - FURNISH & INSTALL (F&I)	**$2,433,480**	**$585,000**	**$3,018,480**
TOTAL	**$3,615,600**	**$1,085,000**	**$4,700,600**

AIRVAC EQUIPMENT SUPPLY

244	ea	Airvac 6.0' - 2 pc Valve Pit		@	$4,400	/ea	$1,073,600
244	ea	Air Terminals		@	$330	/ea	$80,520
2	ea	Single Buffer Tank		@	$14,000	/ea	$28,000
1	ea	Airvac Skid model	w/ COBRA Pumps	@	$500,000	LS	$500,000
					Sub-Total		**$1,682,120**

CONTRACTOR - FURNISH & INSTALL (F&I)

5,570	lf	10" Vacuum Main - F&I		@	$48	/lf	$267,360
2,760	lf	8" Vacuum Main - F&I		@	$42	/lf	$115,920
9,350	lf	6" Vacuum Main - F&I		@	$36	/lf	$336,600
37,320	lf	4" Vacuum Main - F&I		@	$30	/lf	$1,119,600
4,880	lf	3" Service Lateral - F&I		@	$16	/lf	$78,080
6	ea	10" Isolation Valve - F&I		@	$2,100	/lf	$12,600
3	ea	8" Isolation Valve - F&I		@	$1,800	/ea	$5,400
14	ea	6" Isolation Valve - F&I		@	$1,500	/ea	$21,000
37	ea	4" Isolation Valve - F&I		@	$1,200	/ea	$44,400
244	ea	Airvac valve pit - Install		@	$1,730	/ea	$422,120
2	ea	Single Buffer Tank - Furnish tank & install		@	$5,200	/ea	$10,400
1	LS	Site Work		@	$20,000	LS	$20,000
1	LS	Vac Sta - Basement vault		@	$115,000	LS	$115,000
1	LS	Prefab building	***(Airvac could also supply this)***	@	$350,000	LS	$350,000
1	LS	Vac Sta - Equip Install		@	$15,000	LS	$15,000
1	LS	Vac Sta - Mechanical/Electrical		@	$15,000	LS	$15,000
1	LS	Vac Sta - Odor control		@	$20,000	LS	$20,000
1	LS	Generator	***(Airvac could also supply this)***	@	$50,000	LS	$50,000
					Sub-Total		**$3,018,480**

This is not a firm quote but rather is an estimate of the magnitude of the major construction costs and does not include some other incidental items such as road borings, force main, etc. Passing time, market conditions and design variables will affect the costs shown. We encourage you to thoroughly review the Airvac Pricing Report for details.

Airvac

OPERATION AND MAINTENANCE
612 Connections

KANAB RANCHOS (SOUTH STATION), KANE COUNTY, UT
Estimate #2023-112
July 24, 2023
Prepared for: Civil Science

ESTIMATED ANNUAL O&M - YEAR 1

1. NORMAL & RECOMMENDED PREVENTIVE MAINTENANCE

Vacuum Station								
Check station	2.50	hrs/wk	x	52	wks	=	130.0	hrs/yr
Change charts	0.25	hrs/wk	x	52	wks	=	13.0	hrs/yr
Change vacuum pump oil & filter-R5 pumps only	0.00	hrs/yr/pump	x	5	pumps	=	0.0	hrs/yr
Clean sight glass	1.00	hrs/mo	x	12	mo	=	12.0	hrs/yr
Vacuum mains								
Exercise division valves	0.50	hrs/yr/div valve	x	60	Div valve	=	30.0	hrs/yr
Vacuum valves								
Annual inspection-valves & controllers	0.50	hr/yr/valve	x	246	valves	=	123.0	hrs/yr
					sub-total		308.0	hrs/yr

2. EMERGENCY MAINTENANCE ALLOWANCE (service calls-based on historical data)

Vacuum station (typically electrical related)	4.0	man-hr/SC	x	2	SC/yr	=	8.0	hrs/yr
Vacuum mains (line breaks - rare)	16.0	man-hr/SC	x	2	SC/yr	=	32.0	hrs/yr
Vacuum valves (typically a controller issue)	2.5	man-hr/SC	x	10	SC/yr *	=	25.0	hrs/yr
					sub-total		65.0	hr/yr
					Total		373.0	hr/yr
						x	$25	/hr
					Total annual labor		$9,325	/yr
					Round to:		$9,300	/yr

* *1-2 service call/yr/50 valves*

3. POWER

Vacuum pumps -modulated	96,847	kwhr/yr *	x	$0.08	/kwhr	=	$7,748	/yr
Sewage pumps	36,759	kwhr/yr *	x	$0.08	/kwhr	=	$2,941	/yr
Ventilation/lighting/etc	5,000	kwhr/yr	x	$0.08	/kwhr	=	$400	/yr
Flat fee	12	/mo	x	$100	/mo	=	$1,200	/yr
					Total annual power		$12,289	/yr
					Round to:		$12,300	/yr

* *based on pump horsepower & estimated annual run times of the pumps*

Note: Vacuum pump power consumption assumes pumps are modulated. W/out modulation add: $4,172 /yr

SUMMARY - TOTAL ESTIMATED ANNUAL O&M

Labor - Normal, recommended PM & Emergency maintenance		$9,300
Power	*VPs modulated*	$12,300
		$21,600
	Number of Connections	612
	Cost/Connection	$35 /yr/conn

Airvac

EQUIPMENT RENEWAL & REPLACEMENT- FUTURE

KANAB RANCHOS (SOUTH STATION), KANE COUN

612 Connections

Estimate #2023-112

July 24, 2023

Prepared for: Civil Science

EQUIPMENT RENEWAL & REPLACEMENT - FUTURE EXPENSES

(costs shown are current year costs)

1. EQUIPMENT REPLACEMENT - Vacuum station

	Current cost		Quantity		Total	Expected life
Vacuum pumps	$24,800 /pump	x	5 pumps	=	$124,000	15 yrs
Sewage pumps	$10,900 /pump	x	2 pumps	=	$21,800	15 yrs

2. EQUIPMENT RENEWAL/REPAIR - Vacuum Station

	Renewal/repair cost in current $$		Quantity		Total	Estimated frequency
Collection tank	$28,100	x	1 ea	=	$28,100	30 yrs
Control panel	$18,600	x	1 ea	=	$18,600	20 yrs
Misc equipment	$2,000	x	LS	=	$2,000	15 yrs

3. EQUIPMENT REBUILD - Vacuum valves & controller

	Rebuild cost in current $$		Quantity		Total	Rebuild frequency
Vacuum valves	$72.50 /valve *	x	246 valves	=	$17,835	15 yrs
Controllers	$57.50 /controller *	x	246 controllers	=	$14,145	10 yrs
In-sump breather	$26.25 /breather **	x	246 breathers	=	$6,458	10 yrs

* *Includes 0.5 hr of labor@ $25/hr*

** *Includes 0.5 hr of labor@ $25/hr*

*** *Includes 0.25 hr of labor@ $25/hr*

Airvac

VACUUM STATION CALCULATIONS

Standard AIRVAC skid
612 Connections

KANAB RANCHOS (SOUTH STATION), KANE COUNTY, UT
Estimate #2023-112
July 24, 2023
Prepared for: Civil Science

DESIGN FLOWS					
Number of Connections	*Residential*		610		
Growth factor		x	1.00		
Per capita flow		x	75	gpd	
Persons/connection		x	3.50		
Peak factor		x	3.50		
Peak flow		=	389	gpm	
Other peak flow		+	24	gpm	
Total peak flow			**413**	**gpm**	**Qmax**
Average flow			118	gpm	Qa
Minimum flow			59	gpm	Qmin
SEWAGE PUMPS					
Sewage pump capacity			**415**	**gpm**	**Qdp (SELECTED DISCHARGE PUMP)**
Estimated TDH			50	ft	
Pump efficiency			60%		
Motor efficiency			85%		
Estimate BHP			10.27	hp	
Selected HP			**15**	**hp**	
COLLECTION TANK					
Operating volume			759	gal	Vo
Tank volume required			2,700	gal	***< OTHER PEAK FLOW from above taken into consideration for tank size***
Selected tank volume			**3,000**	**gal**	**Vct**
VACUUM PUMPS					
Longest Line			7,521	lf	
"A" factor			8		
Volume of pipe			69,050	gal	Vp
VP capacity required-based on Flow & A/L			441	cfm	Based on flow & longest line } ***larger value governs*** ***1,287 cfm***
VP capacity required-based on Pipe volume			1,287	cfm	Based on pipe volume }
Selected vacuum pumps	**5**		**383**	**acfm**	**Qvp (SELECTED VACUUM PUMP)**
			22.8	**hp**	
Vacuum Pumps "ON"			16.0	" Hg	} operating range
Vacuum Pumps "OFF"			20.0	" Hg	}
System pump down time			**2.52**	min	**"t"**
			@ site elevation		*4,856 ft & with selected VP operating range*

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: October 13, 2026
TO: Mayor and City Council
SUBJECT: Short Term Rentals
PREPARED BY: Kyler Ludwig, City Manager

Background:

In preparation for future City Council discussions regarding short-term rental regulations, staff has compiled information from several municipalities throughout Utah and Arizona. The attached packet includes a comparison of municipal regulations, copies of ordinances, and Kanab City's existing requirements.

The purpose of this agenda item is to provide the Council with background information and an opportunity to review how other communities approach short-term rental regulation before more detailed discussions, anticipated in November.

Analysis:

The attached materials demonstrate that municipalities have taken a variety of approaches to regulating short-term rentals based on their individual community needs and priorities.
The comparison identifies several common regulatory considerations, including:

- Zoning Restrictions: Where short-term rentals are permitted or prohibited.
- Concentration Limits: Restrictions on the number or percentage of short-term rentals within residential areas.
- Licensing Requirements: Business licenses, permits, and operational standards.
- Property Management: Local contact requirements and response times for complaints or emergencies.
- Neighborhood Impacts: Occupancy limitations, parking requirements, and neighbor notification.
- Enforcement: Penalties and procedures for addressing violations.

Some communities have adopted restrictive approaches, while others permit short-term rentals more broadly with operational requirements.

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

This information is being provided for Council review and consideration. Staff anticipates returning to the Council in November for a more detailed discussion regarding Kanab's existing regulations, potential concerns, and whether any changes should be considered.

Legal:

This item has not been submitted for legal review.

Financial:

There is no immediate financial impact associated with this discussion.

Recommendations/Actions:

It is recommended that the City Council:

Receive and review the attached short-term rental regulatory information in preparation for future discussions anticipated in November.

“STR”: Short-Term Rental.

Municipality	Zone Requirements	Notification requirements	Maximum units	Manager Requirements	Business and/or Vacation rental license	Occupancy Limit	Owner Occupancy	Penalties	Misc. Notes
Beaver, UT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	In progress of creating an “STR” Ordinance
Colorado City, AZ	Not Specified	Must Notify Adjacent Residential neighbors.	Not specified	24-hour available emergency contact, able to be on site within one hour.	Transaction Tax license (AZ Specific), STR Permit	Not Specified	Not Specified	500-3,500 (or nightly rate, whichever is higher) a day, depending on number of violations	Requires Liability Insurance. Must Have sign with STR info and manager contact info.
Escalante, UT	Allowed in all zones.	Not Specified	7% of total residences within standard residential zones calculated yearly. Owners can only own one Single-family dwelling STR within a	24-hour contact, must live within 15 minutes of the property.	Business License required	“Limited to two guests per bedroom, plus two guests” Maximum of 10 total	Not Specified	Civil fines may apply, but set rates are not stated.	

"STR": Short-Term Rental.

			residential zone.						
Hurricane, UT	Allowed within R1-15, R1-10, R1-8 residential zones. Not permitted in rural Ag zones.	Not Specified	Owners can only own one Single-family dwelling STR within a residential zone.	Available 24-hours a day. Must be a licensed property management company located within city limits, or the owner that resides in city limits.	Business license required.	Maximum of 10, unless approved sprinkler system is used, to which a greater occupancy may be approved.	Not Specified.	750$ a day property was rented without a license	***New STRs are prohibited within residential zones, all current STRs may continue operation. Resort-zoned locations unaffected*** Required to keep an accurate register of all guests, containing identifying information. Requires that the whole house is used as the STR, cannot rent out portions of the home (single family dwellings).
Kanab City, UT	Not Specified	Not Specified	Cannot have more than 2 units per	Manager located within 1-hour of property,	Business license required.	Maximum of 10.	Owner residing changes definition	Not specified.	Cannot rent an ADU/guesthouse as an STR if an IADU is already

"STR": Short-Term Rental.

			property in single family zones.	must be available 24-hours a day.			to Bed and Breakfast.		being rented short term.
Moab, UT	New Short-term rentals are prohibited.	Not specified	Not Specified	Not Specified	Business license required.	Not Specified	Not Specified.	750.00$ a day.	Properties acting as STRs prior to the moratorium in 2019 can still act as STRs.
Page, AZ	No restrictions within residential zones or mixed use zones. Conditional use within "Central business district" and prohibited within commercial zones C-1 & C-2.	Must notify all adjacent single family residential property.	Not Specified	Must be available 24-hours a day.	"Vacation rental license" required.	Not specified.	Not Specified.	1,000$ per violation	Storage quarters and employee quarters are prohibited from use as rentals in any form.
Panguitch, UT	Not Specified, view max units.	Must notify, and get signatures, from property owners located within 300ft	No cap on Commercial zones. Residents may own not more than two STRs. Non-	Able to respond within one-hour.	Requires a CUP within residential and ag zones. Business license required.	Not Specified.	Not Specified.	Class C and up to 750$ fine.	Requires a sign placed directly in front of the STR with the name and contact info for the STR company and manager.

"STR": Short-Term Rental.

		of the proposed STR.	Residents may not own more than one STR. STRs within a residence have no restriction. Adjacent STRs must get City Council approval						Mobile homes can be used as STRs within commercial zones.
Parowan, UT	STRs are allowed in every zone but HS-1 (Highway services) and I&M (Industrial & Manufacturing)	Not specified.	No more than 10% of "total housing units" may operate as STRs. Further	"Local Contact Person" within 1-hour travel time.	Business license required	Not more than 1 guest per 150sqft of livable space.	Owner Occupied do not count towards the 10% cap.	First offense 250$ Second offense 500$ Subsequent violations 1000$	Must verify if STRs are allowed per HOA/CC&Rs if applicable.
Springdale, UT	STRs are prohibited in residential zones.	Not Specified	Not Specified	Not Specified	Not Specified	Not Specified	Not Specified	1,000$ per day for a short term rental in a residential zone.	
St. George, UT	STRs are permitted in	Not Specified	Not Specified	Local property	Business license required.	Not Specified	Not Specified	Not Specified.	Cannot use an ADU or short

"STR": Short-Term Rental.

	residential zones, but only if the parcel is 2 acres or larger, contiguous to and fronts a major collector or arterial street (66' or more) and is separated by at least 500' from the next STR property.			manager, must be available 24 hours a day.					term rental as an STR. Unlike every other listed municipality, an owner only needs one license for all owned STRs.
Tropic, UT	Not specified.	Property owners within 300' must be mailed the contact info of the STR's responsible person, with the exception that the property is owner occupied.	Not Specified	Management must be available at all times, and reside within 15 minutes of the property.	Business license required. A completed "Acknowledgement vacation rental form" Required. Vacation rental permit Required.	Not more than two people per sleeping room. If a basement is designed for more than 2 individuals, it must have an egress that exits directly to the	Not Specified	Not Specified.	A privacy fence is required, unless both adjacent property owners agree not to install one.

“STR”: Short-Term Rental.

						exterior of the STR.			

Bed and Breakfast Inn - A building of residential design, in which the property owner personally resides on premises, in which no fewer than one (1) but not more than (5) rooms are rented out by the day, for not more than four (4) guests per room, not to exceed fifteen (15) consecutive days per quest, offering overnight lodging and meal services to overnight guests.

Research and Development (R and D) includes work directed toward innovation, introduction, and improvement of products and processes. Research and Development activities are permitted to operate as an ancillary use to listed allowable permitted and conditional uses, as defined by this ordinance.



Section 4-32 Outdoor Residential Lighting

Down Lighting: To protect the views of the night sky, and to keep light from unreasonably interfering with another's property enjoyment, all outside lighting shall be "down lighting" so that lighting does not trespass to adjoining properties. All exterior lighting should provide for the illumination of buildings and grounds for safety purposes, but in an aesthetic manner. All exterior lighting shall be shielded, hooded, or directed so that no direct light is allowed to directly trespass onto adjacent properties.
*The above restrictions do not apply to street lights or public parking lots, or holiday lighting.

See Chapter 22 for Outdoor Lighting Ordinance for additional requirements.

4-33 Short-Term Leases of Residential Properties.

A. Purpose: The purpose of this section is to promote the health, safety, and general welfare of the residents of Kanab City by establishing zoning regulations for short-term leases of residential property to ensure:
   1. Protection of neighborhoods and the community, including compatibility with existing residences.
   2. The peace and quiet of residential neighborhoods, and preservation of property values.
   3. Promotion of tourism, and the generation of revenue for community members.

B. Definition:
   1. Short-Term Rental Property, also referred to as a Vacation Rental Property, is property which is used by any person or entity, for temporary transient lodging use where the term of tenancy of the property is for less than thirty (30) consecutive days, for direct or indirect compensation. For this section, compensation means money, rent, or other consideration given in return for occupancy, or use of the property.

C. Short-Term Residential Rental Properties (also known as Vacation Rental Properties) in residential zones cannot operate until they have met the following terms:
   1. Must obtain a business license in accordance with Section 9 of the Kanab City General Ordinances.
   2. Any new structure built for the purpose of human occupancy must meet the underlying setback requirements for the residential home under its relative zone.
   3. Any previously built accessory building converted for the purpose of human occupancy must meet the underlying setback requirements for the residential home under its relative zone.
   4. Living space cannot be shared by more than one private renter (no separate bookings for any space that has common/shared living areas).
   5. There shall be no more than two (2) rentals per property in Single-Family Zones.
   6. There must be an additional off-street parking space beyond the number of vehicles already normally parked at the property for every increment of four guests allowed to book.
   7. Owners are responsible for posting at the rental a list of rules as provided by the City Office.

D. Exception to the requirements of this section:
   1. A single-family owner-occupied dwelling that is part of a Home Exchange where the owners are trading rights or money to use each other's home for a short-term period. The exchange is only for a dwelling that is usually owner-occupied, and the total number of home rentals or exchanges shall not exceed six home exchanges per year, unless a Conditional Use Permit is approved for more than six rental periods per year.

E. A Guesthouse may not be rented out at the same time an IADU is rented.

4-34 Internal Accessory Dwelling Units

A. Purpose: To add to the long-term rental stock in Kanab City, in compliance with Utah Code § 10-9a-530, and related provisions, and to promote the health, safety, and general welfare of the residents of Kanab City, internal accessory dwelling units are established as a permitted use in any area zoned primarily for residential use, in accordance with the restrictions and requirements outlined in this section.

B. Definition:
   1. "Internal accessory dwelling unit" (IADU), as defined in Utah Code § 10-9a-530, means an accessory dwelling unit created:
      a. within a primary dwelling unit;

into compliance with this Chapter; provided, that the Owner may sell, transfer or lease the establishment if the Owner furnishes the buyer, transferee or lessee with a true copy of the Notice of Violation or order, and provides to the Zoning Administrator a signed and notarized statement from the buyer, transferee or lessee acknowledging receipt of such Notice of Violation or order and fully accepting responsibility without condition for making the corrections required to bring the establishment into compliance with the provisions of this Chapter.

B. Bed and Breakfast Inn

1. A Bed and Breakfast Inn is a conditional use within certain zones as provided hereafter in this ordinance and must comply with the following requirements:
2. The owner of the premises must reside therein.
3. There must be a minimum of one guest room and not more than five guest rooms. No more than four guests may occupy any room. No guest may stay more than fifteen consecutive days.
4. One off-street parking stall must be provided per guest room with two off-street parking stalls provided per premise owner.
5. No cooking facility may be present in any guest room. No cooking may occur in any guest room. Meal services may be offered only to overnight guests.
6. Other than a sign permitted for a Bed and Breakfast Inn, established by a conditional use permit, a Bed and Breakfast may have no advertising of any type.
7. Any permit granted is revocable upon notice and hearing if the use of the property creates traffic, noise, health, safety, parking, or other problems in the area.
8. A site plan that complies with Chapter 9 must be submitted.
9. Any hearing for the establishment of a Bed and Breakfast Inn conditional use permit shall be advertised as required by this ordinance.

C. Temporary Lodging used during construction

A recreational vehicle may be placed upon any lot during the actual period of construction of a principal dwelling or commercial building on the premises subject to the following limitations:

1. A recreational vehicle shall be permitted to remain upon premises for a maximum of 180 days during the construction of a residential structure. Approval may be granted by the Kanab Land Use Coordinator or assigned agent with the following conditions;
   a. Must be connected to approved sewer system, electric, and city water.

11.4.1 Establishment of Zoning Districts

For the purpose of this title, the territory of the city to which this title applies is divided into zoning districts, as follows:

Rural residential district (R-R-1)

Rural residential district (R-R-5)

Single-family residential district (R-1-10)

Single-family residential district (R-1-20)

Multiple residential district (MR-1, MR-2, MR-3)

Mobile home district (M-H)

Central commercial district (C-G)

Highway commercial district (C-H)

Manufacturing and distribution district (M-D)

Neighborhood commercial district (N-C)

Main Street overlay district (M-S)

Agricultural overlay district (A-O)

Central development district (C-D)

HISTORY

Ord. 41, 9-27-1994; amd. 2000 Code

Ord. 12-4-2001-A, 12-4-2001

Ord. 6-14-2005-A, 6-14-2005

CHAPTER 112: SHORT-TERM RENTALS AND VACATION RENTALS

Section

112.01 Purpose

112.02 Definitions

112.03 Permit required; penalties

112.04 Emergency point of contact requirements; penalties

112.05 Compliance with the law; prohibited uses

112.06 Neighbor notification required

112.07 Advertisement requirements

112.08 Posting on the property required

112.09 Insurance required

112.10 Background checks required

112.11 Permit suspensions

112.12 Appeals

112.13 Judicial relief

112.99 Enhanced penalties

§ 112.01 PURPOSE.

This chapter is adopted to protect the health, safety, and welfare of the community of the town's residents and visitors by enacting reasonable regulations for short-term rentals and vacation rentals. The inclusion of a specific regulation or reference to the Town Code in this chapter does not imply the exclusion of any other applicable law. It shall be unlawful to provide, offer or operate a short-term rental or vacation rental with the corporate limits of the town without obtaining a permit as provided in this chapter and without complying with any and all applicable laws, regulations and this code. These regulations are in addition to other codes of the town.

(Ord. 2023-04, passed 2-13-2023)

§ 112.02 DEFINITIONS.

In this chapter, unless the context or definitions in A.R.S. § 9-500.39 indicate otherwise, the following terms or phrases are defined as follows.

ADVERTISEMENT. Any method of soliciting the use of property for vacation rental purposes.

APPLICANT. The owner or owner's designee who applies with the town for a permit or renewal of a permit.

DAYS. Calendar days unless stated otherwise.

DESIGNEE AND AGENT. Interchangeable for purposes of this chapter; any person or persons with the charge, care, or control of any property, dwelling unit, or portion thereof. ***DESIGNEE*** includes the ***EMERGENCY POINT OF CONTACT.***

EMERGENCY POINT OF CONTACT. The owner or individual designated by the owner to:

(1) Serve as the local 24-hour emergency point of contact for the vacation rental; and

(2) Respond to complaints and emergencies relating to the vacation rental in a timely manner as required by this chapter.

GUEST. A person who makes use of transient short-term rental. For purposes of this chapter, any person who makes payment for the use of a short-term rental, any person identified on the rental agreement for a short-term rental, any person who sleeps or plans to sleep overnight in a short-term rental, and any person present in a short-term rental after 10:00 p.m. local time, are each presumed to be a ***GUEST*** of that short-term rental.

HEARING OFFICER. A town judicial officer or another person appointed by the Town Manager to hear appeals regarding permit suspensions, provided that no administrative employee of the town shall serve as a ***HEARING OFFICER***.

NEIGHBOR NOTIFICATION. The written notice provided by the owner to each single-family residential property adjacent

to the vacation rental property, directly across from the vacation rental property, and diagonally across the street of the vacation rental property that includes the valid permit number issued by the town, the physical address of the vacation rental, and the name, address, and 24-hour telephone number of the emergency point of contact.

NON-RESIDENTIAL USE. Any use that is not permitted in a residential zoning district pursuant to a town zoning ordinance. Non-residential use also includes noise as defined in § 130.06(A), an unruly gathering and any use for which entrants pay an entrance fee.

ONLINE LODGING MARKETPLACE. The same meaning prescribed in A.R.S. § 42-5076.

OWNER. Any person who, alone or with others, has title or interest in a property, dwelling unit, or portion thereof, with or without accompanying actual possession thereof, and includes any person who as agent, executor, administrator, trustee, or guardian has charge, care, or control of any property, dwelling unit, or portion thereof.

PERMIT. A permit issued by the town to operate a vacation rental in accordance with this chapter.

PERSON. An individual, public entity, firm, corporation, partnership, limited liability company, trust, association, or any other business entity or juridical person, whether operating on a for-profit or non-profit basis.

REVOCATION. The cancellation of a permit that was wrongfully issued or issued in reliance on false or incorrect information.

SHORT-TERM RENTAL AND VACATION RENTAL. Interchangeable for purposes of this chapter; any individually or collectively owned single-family or one-to-four-family house or dwelling unit, or any unit or group of units in a condominium or cooperative, that is also a transient public lodging establishment or owner-occupied residential home offered for transient use. ***VACATION RENTAL*** does not include:

(1) Accommodations or property that is classified for property taxation under A.R.S. § 42-12001; or

(2) Any unit that is used for any non-residential use, including a special event that would otherwise require a permit, retail, restaurant, banquet space, or other similar use.

SUSPENSION. Any order temporarily prohibiting the use of a permit authorized under this chapter of the Town Code.

TIMELY MANNER. Responding to complaints and emergencies in person, by phone, by text or by email within:

(1) Sixty minutes after the initiation of contact with the owner or owner's representative for a compliant or incident that has been reported to the Police Department or for which police officers have been dispatched or on the scene; or

(2) Twenty-four hours after the initiation of contact with owner or owner's representative for a compliant or incident for which the Police Department has not been dispatched at the time that such contact is initiated.

TRANSACTION PRIVILEGE TAX LICENSE. The license issued by the State of Arizona pursuant to A.R.S. Title 42.

TRANSIENT. As prescribed in A.R.S. § 42-5070.

(Ord. 2023-04, passed 2-13-2023)

§ 112.03 PERMIT REQUIRED; PENALTIES.

(A) *Permit required.* Prior to use of a property as a vacation rental, the owner shall obtain an annual vacation rental permit from the town. Renting, or offering for rent, a vacation rental without complying with the permit requirement in this section is prohibited.

(B) *Permit applications.* The owner of a proposed vacation rental shall submit to the town a permit application on a form furnished by the town. The permit application shall be signed by the applicant and shall contain the following minimum information, which shall be made publicly available:

(1) The physical address of the residential property proposed to be used as a vacation rental.

(2) The name, address, and telephone number of the owner for which the vacation rental registration certificate is to be issued. If the property owner is an entity, the legal name of the entity and its statutory agent.

(3) The name, address, and telephone number of each designee of the owner, if any.

(4) The full name, address, and 24-hour telephone number of the individual who will serve as the emergency point of contact.

(5) Proof of a valid transaction privilege tax license.

(6) Acknowledgment by the owner of an agreement to comply with all applicable laws, regulations, and ordinances, including the requirement that the owner and each designee shall not be a registered sex offender, been convicted of any felony act that resulted in death or serious physical injury, or been convicted of any felony use of a deadly weapon within the past five years.

(7) Attestation of compliance with the notification required in this chapter.

(8) Evidence of liability insurance appropriate to cover the vacation rental in the aggregate of at least $500,000 or evidence that each vacation rental transaction will be provided through a platform that provides equal or greater primary liability insurance coverage for the vacation rental.

(9) Evidence the vacation rental is registered with Mohave County Assessor's Office in accordance with A.R.S. § 33-1902.

(10) If the applicant is an individual, proof of lawful presence in the United States in accordance with A.R.S. §§ 1-502 and 41-1080.

(C) *Permit fee.* Every application, including any renewal application, for a vacation rental permit

under this chapter shall be accompanied by a non-refundable fee established by Town Council resolution.

(D) *Issuance; reasons for denial.* The town shall issue or deny the permit within seven business days after receipt of a complete application, except that the town may deny issuance of a permit for any of the following reasons:

(1) The applicant failed to provide the information required under division (B);

(2) The applicant failed to pay the permit fee required under division (C);

(3) The applicant provided false information;

(4) The owner or designee of the owner:

(a) Is a registered sex offender;

(b) Has been convicted of any felony act that resulted in death or serious physical injury;

(c) Has been convicted of any felony use of a deadly weapon within five years of submitting the application; or

(5) At the time of application, the owner has a suspended permit for the same vacation rental or any of the following applies:

(a) One violation at the vacation rental that resulted in or constituted any of the offenses described in § 112.99; or

(b) Three violations of this chapter at the vacation rental within a 12-month period, not including an aesthetic, solid waste disposal or vehicle parking violation that is not also a serious threat to public health and safety.

(E) *Notice of denial; appeal.* The Town Manager or designee shall give notice of the denial of an

application to the applicant by emailing the notice to applicant at the email address listed on the application. The notice of the denial shall inform the applicant of the right to appeal the denial as provided for in § 112.12.

(F) *Maintaining accurate information; violations.* All applicants and persons holding permits issued pursuant to this chapter shall give prior written notice to the Town Manager or designee of any change in information submitted in connection with an application for a permit or renewal of a permit. The notice shall be provided to the Town Manager not less than ten days prior to the effective date of the change. Any information required for an application under this section is deemed to be material for purposes of this section. A violation of this division is a civil offense.

(G) *Term of permit; renewal application.* All permits issued under this chapter shall be valid for a period of one year from the date of their issuance unless suspended or revoked. Except where the town has received a new application along with the requisite fees, it shall be unlawful for any person to operate a vacation rental after the expiration date recorded upon the face of the vacation rental permit.

(H) *Operating without a permit; penalties.* A vacation rental that fails to apply for a permit or license within 30 days of the permit application being made available by the town shall immediately cease operations. In addition to any other penalty pursuant to the Town Code, the town may impose a civil penalty of up to $1,000 per month against the owner if the owner or owner's designee fails to apply for permit within 30 days of receiving the written notice of violation from the town. Representations or advertisements including online listings that reference the property, house or dwelling unit location within the town is prima facie evidence that a vacation rental is operating in the town.

(I) *Non-transferable.* No permit shall be transferable either as to location or as to person.

(J) *Implementation.* The Town Manager or designee shall develop the necessary forms and/or database necessary to implement this section.

(Ord. 2023-04, passed 2-12-2023)

§ 112.04 EMERGENCY POINT OF CONTACT REQUIREMENTS; PENALTIES.

(A) *Emergency responses; violations.* When requested by a police officer, the owner or emergency point of contact whose name appears on the permit application must be on the vacation rental premises, or be available over the phone or text, within 60 minutes of the request.

(B) *Non-emergency responses; violations.* The owner or emergency point of contact shall respond to all other complaints relating to the vacation rental in person, over the phone, by email, or by text within 24 hours of the request.

(C) *Maintaining accurate emergency information.* All applicants and persons holding permits issued pursuant to this chapter shall give prior written notice to the Town Manager or designee of any change to the contact information provided to the town for the emergency point of contact. The notice shall be provided to the Town Manager not less than ten days prior to the effective date of the change.

(D) *Violations.* In addition to any other penalty pursuant to the Town Code, a violation of this section shall be a civil offense.

(E) *Penalties.* In addition to any other penalty pursuant to the Town Code, an owner shall be subject to civil penalties of up to $1,000 for every 30 days the owner fails to provide notice to the town as required under this section. Before imposing the initial civil penalty, the town shall provide 30 days' notice to the owner by mailing a notice of violation to the owner's mailing address that was provided to the town. The notice of the violation shall inform the applicant of the right to appeal the denial as provided for in § 112.12. Notwithstanding the date of the notice of violation, the date for calculating the penalties shall be the first day the vacation rental is occupied following the owner's failure to provide the notice to the town regarding the change.

(Ord. 2023-04, passed 2-13-2023)

§ 112.05 COMPLIANCE WITH THE LAW; PROHIBITED USES.

(A) A vacation rental shall comply with the federal, state, and local laws, including laws relating to public health and safety, sanitation, solid waste, hazardous waste, tax privilege licensing, property tax registration, traffic control, pollution control, noise, property maintenance, and nuisance abatement.

(B) No person or entity shall operate a vacation rental in violation of this chapter or other law. In addition, the use of a vacation rental property for any of the following uses or purposes is strictly prohibited:

(1) Any non-residential use;

(2) Holding a special event that requires a permit or license pursuant to a city or town ordinance or state law or rule;

(3) Operating a retail business, restaurant, event center, banquet hall or similar use;

(4) Housing sex offenders;

(5) Operating or maintaining a sober living home;

(6) Selling liquor, illegal drugs, or pornography;

(7) Operating a nude or topless dancing;

(8) Obscenity;

(9) Adult-oriented business; or

(10) Any other use prohibited by A.R.S. § 9-500.39 or the Town Code.

(C) A vacation rental lacking a valid transaction privilege tax license issued by the State of Arizona shall not be rented or offered for rent.

(D) No person or entity may receive payment or accept a fee, directly or indirectly, for facilitating the rental of a vacation rental operating in violation of this code or other law.

(E) In addition to any other penalty pursuant to the Town Code, any person who causes, allows, facilitates, aides, or abets any violation of this chapter shall be subject to a civil offense.

(F) The failure of any designee to comply with this chapter shall not relieve the owner of liability under this chapter.

(Ord. 2023-04, passed 2-13-2023)

§ 112.06 NEIGHBOR NOTIFICATION REQUIRED.

(A) *Neighbor notification.* Prior to offering a vacation rental for rent for the first time, the owner or designee shall provide neighbor notification to each single-family residential property adjacent to the vacation rental property, directly across from the vacation rental property, and diagonally across the street of the vacation rental property. The neighbor notification shall be provided in writing in the form required by the town and shall include the following minimum information:

(1) The permit number issued by the town;

(2) The physical address of the vacation rental; and

(3) The name, physical address, email address, and 24-hour telephone number of the emergency point of contact.

(B) *Additional neighbor notification required.* Any change to the information provided under division (A) shall require additional neighbor notification by the owner or designee not later than five days prior to each change. The additional notification shall be provided in the manner required by division (A).

(C) *Attestation.* Prior to offering a vacation rental for rent for the first time, the owner or designee shall provide to the town an attestation of compliance with the neighbor notification required by this section.

(D) *Violations.* In addition to any other penalty pursuant to the Town Code, a violation of this section shall be a civil offense.

(Ord. 2023-04, passed 2-13-2023)

§ 112.07 ADVERTISEMENT REQUIREMENTS.

(A) *Required disclosure.* To protect the peace, health, safety, and general welfare of the town's residents and visitors, the owner or owner's designee shall be responsible for displaying the permit number issued by the town on each advertisement for such vacation rental.

(B) *Violations.* In addition to any other penalty pursuant to the Town Code, a violation of this section shall be a civil offense. Each advertisement in violation of this section shall constitute a separate violation.

(Ord. 2023-03, passed 2-13-2023)

§ 112.08 POSTING ON THE PROPERTY REQUIRED.

(A) *Posting at the vacation rental.* The owner of the vacation rental must display the name, phone number, and email address of the designee/emergency point of contact in a conspicuous place within 20 feet of the primary entrance and street facing of the vacation rental to read as follows: name or address of property, name of designee/emergency contact, contact information, max occupancy, max parking allowed. Signs must be a minimum of six square feet and maximum of eight square feet.

(B) *Failure to comply.* In addition to any other penalty pursuant to the Town Code, a violation of this section shall be a civil offense. Each day a vacation rental does not display the information required by this section shall constitute a separate violation.

(Ord. 2023-03, passed 2-13-2023)

§ 112.09 INSURANCE REQUIRED.

(A) *Required insurance.* Prior to offering or renting a vacation rental for rent for the first time, liability insurance appropriate to cover the vacation rental in the aggregate of at least $500,000 shall be provided by the owner or the online marketplace platform.

(B) *Proof of insurance.* Proof of the required liability insurance coverage shall be provided to the town no later than ten days prior to offering the vacation rental for rent for the first time.

(C) *Violation.* In addition to any other penalty pursuant to the Town Code, a violation of this section shall be a civil offense. Each day a vacation rental lacks the insurance required by this section shall constitute a separate violation.

(Ord. 2023-04, passed 2-13-2023)

§ 112.10 BACKGROUND CHECKS REQUIRED.

(A) No sex offender shall be permitted to rent or occupy the vacation rental. Owners who allow a sex offender at the vacation rental shall be found in violation of this section.

(B) Within 24 hours of every booking, a sex offender background check on each guest shall be conducted by the owner or by the online lodging marketplace on which the vacation rental is advertised. The owner shall demonstrate compliance with this requirement by retaining a full copy of each background check for a minimum of 12 months after the booking date and providing the copy to the town upon a request by a police officer.

(C) In addition to any other penalty pursuant to the Town Code, any person who violates this section shall be subject to a civil offense.

(D) The requirements of this section are waived if an online lodging marketplace performs a sex offender background check of the booking guest.

(E) The failure of an online lodging marketplace to conduct a background check shall not relieve the owner of liability under this section.

(Ord. 2023-04, passed 2-13-2023)

§ 112.11 PERMIT SUSPENSIONS.

(A) *Permit suspensions.* The town may initiate an administrative process to suspend a vacation rental permit for a period of up to 12 months for any of the following:

(1) Three verified violations of this chapter within a 12-month period, not including any such violation based on an aesthetic, solid waste disposal or vehicle parking violation that is not also a serious threat to public health and safety.

(2) One verified violation that results in or constitutes any of the following:

(a) A felony offense committed at or in the vicinity of a vacation rental by the owner of the vacation rental or by the owner's designee;

(b) A serious physical injury or wrongful death at or related to a vacation rental resulting from the knowing, intentional or reckless conduct of the owner of the vacation rental or the owner's designee;

(c) The owner of the vacation rental or the owner's designee knowingly or intentionally housing a sex offender, allowing offenses related to adult-oriented businesses, sexual offenses, or prostitution, or operating or maintaining a sober living home; or

(d) The owner of the vacation rental or the owner's designee knowingly or intentionally allowing the use of a vacation rental for a special event that would otherwise require a permit or license pursuant to the Town Code or a state law or rule or for a retail, restaurant, banquet space or other similar use.

(B) *Appeals.* A decision to suspend a permit may be appealed by the owner as set forth in § 112.12.

(Ord. 2023-04, passed 2-13-2023)

§ 112.12 APPEALS.

(A) A decision to suspend a permit, or to impose a penalty pursuant to § 112.11, shall be subject to appeal as set forth below.

(1) An appeal may be filed only by the owner, or by that owner's representative, and only within ten days of the decision from which relief is sought. An appeal shall be in writing and shall include a statement fully setting forth the grounds for appeal.

(2) The Town Manager shall appoint a Hearing Officer to hear suspension appeals pursuant to this chapter. That Hearing Officer shall set the time and place for a suspension appeal hearing and shall preside over any such hearing in a fair and orderly manner.

(3) The town may be represented at a suspension appeal hearing by any member of the town staff, or by legal counsel, or both. The owner may self-represent or be represented by the owner's representative, or by legal counsel. Either party may present evidence through documents, witness testimony, or other materials.

(4) The formal rules of evidence will not apply to a suspension appeal heard pursuant to this

section; the burden of proof shall be upon the town, and the standard shall be a preponderance of evidence.

(5) The Hearing Officer shall issue a written decision on any suspension appeal heard pursuant to this division, and such decision shall be final.

(B) An appeal under this section does not operate as a stay of the permit suspension.

(C) This section is not applicable to judicial actions brought pursuant to § 112.13 or to penalties including fines imposed by a court.

(Ord. 2023-04, passed 2-13-2023)

§ 112.13 JUDICIAL RELIEF.

(A) Notwithstanding § 112.11, any attempted or completed felony act, arising from the occupancy or use of a vacation rental that results in a death, or actual or attempted serious physical injury, shall be grounds for judicial relief in the form of a suspension of the property's use as a vacation rental for a period that shall not exceed 12 months.

(B) The Town Attorney may initiate proceedings in the town court or other court of competent jurisdiction to enforce this section.

(Ord. 2023-04, passed 2-13-2023)

§ 112.99 ENHANCED PENALTIES.

(A) The remedies in this chapter are cumulative and the town may proceed under one or more such remedies.

(B) In addition to any other penalty pursuant to the Town Code, and notwithstanding any other law, the town may impose a civil penalty of the following amounts against an owner if the owner or owner’s designee causes, allows, facilitates, aides, or abets a verified violation of any provision of this chapter or fails to perform any act or duty required by this chapter, related to the same vacation rental property within the same 12-month period:

(1) Up to $500 or up to an amount equal to one night's rent for the vacation rental as advertised, whichever is greater,

for the first violation.

(2) Up to $1,000 or up to an amount equal to two nights' rent for the vacation rental as advertised, whichever is greater, for the second violation.

(3) Up to $3,500 or up to an amount equal to three nights' rent for the vacation rental as advertised, whichever is greater, for a third and any subsequent violation.

(C) If multiple violations arise out of the same response to an incident at a vacation rental, those violations are considered one violation for the purpose of assessing civil penalties.

(D) In addition to any other penalty pursuant to the code, any property that operates as a vacation rental and fails to apply for a vacation rental permit in accordance with this chapter within 30 days of the application process being made available by the town, must cease operations immediately. In addition to any fines imposed pursuant to this section, the town may impose a civil penalty of up to $1,000 per month against the owner if the owner or owner's designee fails to apply within 30 days of receiving written notice of the failure to comply with this chapter.

(Ord. 2023-04, passed 2-13-2023)

10.16 Vacation Rental
10.16.010 Definitions - Vacation Rental
10.16.020 Requirements For Application
10.16.030 Other Provisions
10.16.040 Prohibited Activities
10.16.050 Management Standards
10.16.060 Inspection
10.16.070 Discovery Of An Immediate Health Hazard And Or Nuisance
10.16.080 Violations And Penalties
10.16.090 Code Enforcement And Revocation
10.16.100 Licenses
10.16.110 Limit On Total Number Of Vacation Rentals
10.16.120 Effective Date Of License
10.16.130 Fees
10.16.140 Term Of License
10.16.150 Operating A Vacation Rental Without A License

10.16.010 Definitions - Vacation Rental

The following words and phrases shall have the definitions and meanings set forth below. If any words or phrases are defined elsewhere in this code, and there is a contradiction as to their meaning, the definitions set forth in this section shall control the Vacation Rental Ordinance.

APPLICATION: The application for a Vacation Rental License, shall be a form, approved by the City Recorder.

CITY: Escalante City, Utah.

COMPLETE APPLICATION: an Application that has satisfied all of the submittal requirements set forth in this Vacation Rental Ordinance and otherwise complies with all of the criteria required for the issuance of a Vacation Rental License.

FLOOR PLAN: a level-by-level plan of the Rental Property with labeling of all enclosed spaces within the structure and dimensions, including without limitation, all sleeping areas.

GARFIELD COUNTY: Garfield County, Utah.

OWNER(S): the record titled owner(s) of the residence for which a Vacation Rental License is sought or has been issued. The Owner(s) may be a person, or any form of business entity recognized by the State of Utah. If the Owner(s) is a form of business entity, the business entity shall maintain current registration with the Utah Department of Commerce

PARKING: There shall be one parking space for each guest room which shall be constructed according to Escalante City standards.

PROPERTY or **VACATION RENTAL PROPERTY**: All such residences or dwelling units used for Vacation Rental purposes.

PROPERTY MANAGEMENT COMPANY: The Owner's agent for renting the Property, if any.

RECORDER: The Escalante City Recorder or deputy Recorder.

SIGNAGE: One (1) Premises identification sign, not to exceed eight (8) square feet in sign area.

SLEEPING AREA: The number of guests per Vacation Rental shall be limited to two (2) guests per bedroom plus two (2) guests and to a maximum of no more than ten (10) guests per vacation rental at any time.

USE WITH CRITERIA: The land use approval process contained in the City's Municipal Code; provided, however, if there are any conflicts, contradictions, or differences between the process and requirements set out in the Municipal Code and the process and requirements set out in this Vacation Rental Ordinance, the terms and conditions in the Vacation Rental Ordinance shall control.

VALID OBJECTION: An objection based on:

A. The Owner's objective failure to file a Complete Application; or

B. The Owner's failure to meet any of the required criteria for the issuance of a Vacation Rental License.

VACATION RENTAL: The rental of a pre-existing single-family residence which is periodically provided to the vacationing public in its entirety for compensation. The length of stay shall be less than thirty (30) days to a single person.

HISTORY
Adopted by Ord. 2019-01 on 2/5/2019
Amended by Ord. 2019-08 on 8/20/2019
Amended by Ord. 2021-03 on 6/15/2021

10.16.020 Requirements For Application

Vacation Rentals shall be allowed in all zones.

The following information and documentation shall accompany the application and be provided to the City Recorder:

A. Completed Application

B. Proof of Ownership

C. Site Plan, including the parking area

D. Vacation Rental Inspection Checklist

E. Proof of valid insurance

F. Proof of valid liability insurance for the following:

    1. Owner

    2. Property management company/or any other entity

    3. Contact person

G. Floor plan

H. Zone designation and street address

I. Copies of currently valid State Sales Tax Certificate in the name of the Owner(s) or the

Property Management Company

J. The name, address, and contact information including a 24-hour contact phone number for the person at the Property Management Company managing the Property; or, if there is no Property Management Company, the name, address and contact information, including a 24-hour contact phone number, of a person living with 15 minutes of the property(s), who may be the Owner or Owner's Agent, and who can be contacted in the event of an emergency.

K. A signed acknowledgement on the application, that the Owner(s), Property Management Company, and/or Owner's agent, if any, have read all of the City's regulations pertaining to the operation of a Vacation Rental

L. The Owner(s) shall sign the application certifying the accuracy of the information submitted and agreeing to comply with all regulations. If there is a Property Management Company or other agent of the Owner managing the Vacation Rental, the agent or an authorized officer of the Property Management Company, or both, shall also sign the application certifying the accuracy of the information submitted and agreeing to comply with all regulations.

HISTORY
Adopted by Ord. 2019-01 on 2/5/2019

10.16.030 Other Provisions

A. Vacation Rental must comply with all applicable local and state building, health, fire, safety and maintenance codes;

B. Vacation Rental shall have Smoke Detectors, Carbon Monoxide Detectors and a Fire Extinguisher;

C. Vacation Rental shall have a clearly visible and legible notice within the unit, on or adjacent to the front door, containing the following information:

1. The name of the Property Management Company, agent, and/or Property Owner(s), living within 15 minutes of the property the contact person's telephone number who may be reached on a 24-hour basis;
2. The maximum number of occupants permitted by the license;
3. The maximum number of vehicles permitted on the property and that all vehicles must be parked on or in front of the Property;
4. A detailed fire escape plan;
5. The location of the Fire Extinguisher;

D. The number and location of all on-site parking spaces and the parking rules.

E. The trash pick-up day and notification of all rules and regulations regarding trash removal, including without limitation, when trash may be left out and that animal-proof containers shall be used for all trash;

F. Exterior Sign containing Street Address.

1. All signs shall be flat wall or free standing signs.
2. No sign shall be revolving.
3. No sign shall be internally lighted.

HISTORY
Adopted by Ord. 2019-01 on 2/5/2019
Amended by Ord. 2021-03 on 6/15/2021

10.16.040 Prohibited Activities

A. Occupancy beyond the specified number allowed in the License,

B. Parking of vehicles not in compliance.

C. Outdoor sleeping of individual(s), which exceeds the occupancy permitted.

    1. Use of Recreational Coach.

D. Create noises that by reason of time, nature, intensity or duration are out of character with noises customarily heard in the surrounding residential neighborhood.

E. Disturb the peace of surrounding residential property residents by engaging in shouting, fighting, playing of loud music, racing of cars or recreational vehicles on streets, engaging in outside recreational activities after 10 p.m., or other similar activities.

F. Interfere with the privacy of surrounding residents or trespass onto surrounding residential properties.

G. Allow pets or animals to create noise, roam the streets, trespass on neighboring properties, or create a mess that is not cleaned up by the owner or custodian of the pet or animal.

H. Engage in any disorderly or illegal conduct, including illegal consumption of drugs and/or alcohol.

HISTORY
Adopted by Ord. 2019-01 on 2/5/2019
Amended by Ord. 2024-17 on 8/6/2024

10.16.050 Management Standards

The short-term rental property authorized by this ordinance must be managed properly. As a condition of holding a valid Vacation Rental License, the licensee agrees to provide or arrange to provide for adequate maintenance. The minimum services required, and management regulations include:

A. Structural maintenance to preserve substantial code compliance as described herein.

B. Routine upkeep, including painting and repair to a level that is consistent with the level of maintenance of adjoining or nearby properties.

C. Trash collection which insures that trash containers are not left at the curb for any period in excess of twenty-four (24) hours and the property must be kept free of all accumulated garbage, refuse, and weeds. All large boxes must be collapsed, and trash bagged and placed in the appropriate receptacles.

D. There shall be no architectural modifications to the exterior that changes the residential character or appearance of a dwelling; and

E. All modifications shall be in accordance with the adopted City building code.

HISTORY
Adopted by Ord. 2019-01 on 2/5/2019

10.16.060 Inspection

If the City has reasonable grounds to believe that prohibited activities are occurring at the Property, the City may require an inspection of the Property without advanced notice to the Owner(s), Property Management Company, agent, or local contact person of the Owner(s).

HISTORY
Adopted by Ord. 2019-01 on 2/5/2019

10.16.070 Discovery Of An Immediate Health Hazard And Or Nuisance

Upon the discovery of an immediate health hazard to renters, the City Council can suspend the Vacation Rental License until the hazard is remedied and the property has been inspected. Anything offensive to the sensibilities of reasonable persons, or any act or activity creating a hazard which threatens the health and welfare of inhabitants of the city, or any activity which by its perpetuation can reasonably be said to have a detrimental effect on the property of a person or persons within the city otherwise, the act, conduct or offense prohibited or required shall be within the boundaries of this City. (ECC 4.20, Noises Disturbances)

HISTORY
Adopted by Ord. 2019-01 on 2/5/2019

10.16.080 Violations And Penalties

Any persons, firm or corporations (as principal, agent, employee or otherwise) violating, causing, or permitting violation of the provisions of this Ordinance shall be guilty of a class B misdemeanor, and punishable as provided by law. Such person, firm, or corporation intentionally violating this Ordinance shall be deemed to be guilty of a separate offense for each day during which any portion of any violation of this Ordinance is permitted or continued by such person, firm, or corporation.

HISTORY
Adopted by Ord. 2019-01 on 2/5/2019

10.16.090 Code Enforcement And Revocation

Code Enforcement comprised of three (3) departments: Escalante City Council, Garfield County Building Department and Garfield County Sheriff's Office; all play an important role in providing a safe and healthy community. Written notification is required for violations regarding zoning, parking, occupancy, nuisances, etc. and shall be addressed to the Escalante City Council; written notification should include:

A. Address of violation

B. Detailed description of violation

C. Photographs, diagrams, etc. (desirable, but not required)

D. Complainant name and phone number (all information is kept strictly confidential and is only used to contact complainant for additional details).

Upon receipt of a complaint a general investigation will be within 48 hours. Notification regarding violations of noise, trespassing, illegal conduct including drugs and/or alcohol shall be made to the Garfield County Sheriff's office.

Any business license shall be revoked by the Escalante City Council upon violation of any requirements of this chapter, or upon failure to comply with any of the conditions or limitations of the license, unless such violation is corrected within three (3) days of receipt of written notice thereof. A Vacation Rental business license permit may be revoked for three (3) repeated violations of the requirements of this chapter, notwithstanding compliance to the violation notice.

HISTORY
Adopted by Ord. 2019-01 on 2/5/2019

10.16.100 Licenses

To operate as a Vacation Rental, the Property Owner or Owner's Agent shall file an Application with the City Recorder. An Owner's failure to meet the requirements of ECC 3.04, prior to renting shall be subject to the penalties as referred to in ECC 3.04.150.

Upon the approval of the Vacation Rental Application the Vacation Rental must be operational within ninety (90) days or the application will be void.

Upon receiving a Business License the Vacation Rental must be operational or the Business License will be revoked.

HISTORY
Adopted by Ord. 2019-01 on 2/5/2019
Amended by Ord. 2019-08 on 8/20/2019
Amended by Ord. 2021-03 on 6/15/2021

10.16.110 Limit On Total Number Of Vacation Rentals

The total number of Vacation Rental Business licenses issued within the City of Escalante shall be limited in accordance with the following:

A. Excluding commercial/residential district (R/C), the total number of Vacation Rental Business Licenses issued to permitted single family zones shall be limited in accordance with the following:

    1. Seven percent (7%) of total residences within the residential zones.

B. The total number of licenses available each year shall be recalculated February 1st based on an estimated number of residences within the residential zones.

C. If a complete application meeting all other requirements for licensure is received after the maximum number of licenses has been issued, the application shall be placed on a waiting list in the order of the date of receipt of a completed application. No fees will be due until a license becomes available.

D. In the event of a sale or other transfer of any property containing a dwelling licensed as a vacation rental, the purchaser or transferee of the property shall be required to apply for a new license within sixty (60) days of the date of purchase or transfer. In the event that the purchaser or transferee fails to apply for a new license within said sixty (60) days, the license will be forfeited, and the owner(s) must re-apply for any available license or be placed on the

waiting list.

E. The owner(s) of a single-family dwelling in a residential zone which has a vacation rental business license shall not obtain another business license to operate another vacation rental within a residential zone. For purposes of this paragraph, “owner(s)” means any individual, corporation, partnership, limited liability company, trust or other entity which has a legal or equitable ownership interest in the single family dwelling, or any individual who has an ownership interest in any corporation, partnership, limited liability company, trust or other entity which has a legal or equitable ownership interest in the single family dwelling.

HISTORY
Adopted by Ord. 2019-01 on 2/5/2019

10.16.120 Effective Date Of License

The License shall be issued by the City Recorder, provided that:

A. The City Recorder has reviewed the application, and if necessary has interviewed the applicant/owner and set requirements as stipulated by this ordinance for issuing the license, and;

B. The City Recorder has reviewed all Valid Objections, and:

C. The Applicant/owner has addressed and corrected any violations, listed in the objection, as stipulated by this ordinance, or

D. The City Recorder finds that the objection is not valid as stipulated by this ordinance.

E. All conditions of the license approval, by the City Recorder, have been completed by the applicant or owner.

HISTORY
Adopted by Ord. 2019-01 on 2/5/2019

10.16.130 Fees

The application fee and annual renewal fee shall be set by resolution and will be used to offset the cost to the City to process, administer, and monitor the operation of Vacation Rentals.

HISTORY
Adopted by Ord. 2019-01 on 2/5/2019

10.16.140 Term Of License

The License shall be valid for up to one year and may be renewed annually beginning January 1st of each year. The License may be renewed upon the payment of the annual renewal fee unless there is a substantial change to the information contained in the application.

The Owner shall amend the Application at any time there is a change in circumstances that would require an update to the information submitted by the Owner or Property Manager. By way of example, and not limitation, a change in circumstance would be: a change of ownership of the Property, any modification to the physical premises, including any changes to the Floor Plan, Site Plan, any change of the Property Management Company; or any change in the 24-hour contact information.

HISTORY

Adopted by Ord. 2019-01 on 2/5/2019

10.16.150 Operating A Vacation Rental Without A License

Any Person violating the provisions of this Chapter by operating a Vacation Rental without a valid License shall be in violation, which may result in the imposition of a civil fine, which fine is set by resolution of the City Council.

HISTORY
Adopted by Ord. 2019-01 on 2/5/2019

CHAPTER 41. - ACCESSORY DWELLING UNITS

Sec. 10-41-1. - Purpose.

The purpose of this chapter is to establish use and development regulations for accessory dwelling units (ADU). These regulations are intended to ensure that limited use of ADUs allowed in a residential zone do not disturb the single-family residential character of a neighborhood.

(Ord. 2018-04, 4-5-2018; Ord. No. 2022-10, 5-19-2022; Ord. No. 2022-62, 2-16-2023)

Sec. 10-41-2. - Scope.

The requirements of this chapter shall apply to all ADUs in single-family zones. Such requirements shall not be construed to prohibit or limit other applicable provisions of this title, this Code, and other laws.

(Ord. 2018-04, 4-5-2018; Ord. No. 2022-10, 5-19-2022; Ord. No. 2022-62, 2-16-2023)

Sec. 10-41-3. - Permitted use.

Only one ADU is allowed as a permitted use as listed in sections 10-13-3 and 10-14-3, except where a second ADU is allowed as a conditional use pursuant to chapter 7 of this title. ADUs shall be subject to the development standards of this chapter. Relevant definitions may be found in chapter 3 of this title.

(Ord. 2018-04, 4-5-2018; Ord. No. 2022-10, 5-19-2022; Ord. No. 2022-62, 2-16-2023)

Sec. 10-41-4. - Development standards; permitted use.

The development standards set forth in this section shall apply to any ADU allowed as a permitted use.

A. *Definition; setbacks and size.* An ADU is an accessory use to the main residential dwelling unit. Setbacks and size and lot coverage limitations established for accessory buildings in each zone shall apply, except that an ADU shall meet the same setbacks for primary units on the street side yard.

B. *Egress and life safety requirements.* The dwelling unit must meet egress and life safety requirements of the International Residential Building Code.

C. *Ownership.* The owner or a member of the family of the property owner shall reside on the property as their primary residence as a condition for an ADU to be rented. For long-term occupancy, the property owner may live in the ADU or the primary building. Only the ADU

may be used as a short-term rental pursuant to chapter 51 of this title.

D. *Limit.* Generally, only one ADU may be established on one residential property. However, two accessory dwelling units may be allowed by a conditional use permit pursuant to chapter 7 of this title.

E. *Entrance.* An ADU may have its own outside entrance.

F. *Landscaping.* Landscaping shall be provided and maintained to minimize impact on neighboring properties, to retain residential character, and to provide a visual buffer for onsite parking in relation to adjacent properties and the street. Landscaping may include, but shall not be limited to, planting trees in the park strip.

G. *Secondary use.* An ADU shall be clearly incidental and secondary to the primary use of the dwelling for residential purposes.

H. *Maximum size.* An ADU, if it is detached, must meet the size limitations for the zone or have been granted a conditional use permit.

I. *Residential hosting.* One ADU may be used per residential lot for residential hosting pursuant to chapter 51 of this title.

(Ord. 2018-04, 4-5-2018; Ord. No. 2022-10, 5-19-2022; Ord. No. 2022-62, 2-16-2023)

Sec. 10-41-5. - Compliance with development standards.

A. Residential properties with ADUs found to be in violation of the development standards set forth in section 10-42-4 of this title shall be subject to all applicable remedies set forth in chapter 9 of this title to ensure compliance.

B. In order to ensure ADUs meet the development standards, a permit must be issued by the City for any use of the unit described in section 3-9-2 or chapter 51 of this title.

(Ord. 2018-04, 4-5-2018; Ord. No. 2022-10, 5-19-2022; Ord. No. 2022-62, 2-16-2023)

Sec. 10-14-1. - Purpose.

See section 10-11-2 of this title.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

Sec. 10-14-2. - Scope.

The provisions of this chapter shall apply to any real property located in a residential agriculture zone as shown on the official zoning map. No building, structure or real property shall be used and no building or structure shall be hereafter erected, structurally or substantially altered, or enlarged except as set forth in this chapter. Such requirements shall not be construed to prohibit or limit other applicable provisions of this title, this Code, or other laws.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

Sec. 10-14-3. - Uses allowed.

A. *Permitted and conditional uses.* Permitted and conditional uses allowed within residential agriculture zones shall be as set forth in table 10-14-1 of this section. Permitted and conditional uses are indicated by a "P" or "C," respectively, in the appropriate column. Uses not permitted are indicated by "N." Any use not shown on table 10-14-1 of this section shall be prohibited unless the Zoning Administrator determines the use is substantially the same as a permitted or conditional use as provided in section 10-7-18 of this title. If the proposed use is determined to be a new or unlisted business use, the applicant may petition the City Council for review and possible approval pursuant to the procedures outlined in section 10-7-18.

TABLE 10-14-1
PERMITTED AND CONDITIONAL USES ALLOWED IN
RESIDENTIAL AGRICULTURE ZONES

Use	Zones	
	RA-1	RA-.5
AGRICULTURAL USES:		
Accessory building	P	P
Agricultural business	P	N

Agricultural industry	N	N
Agriculture	P	P
Agriculture residential	P	P
Agritourism	N	N
Animal specialties	P	P
Animals and fowl for recreation and family food production	P	P [3]
Stable, private	P	P
Stable, public	P	N
RESIDENTIAL USES:		
Assisted living facility	P	P
Boarding house	N	N
Building, accessory	P	P
Dwelling, earth sheltered	P	P
Dwelling, multiple-family	N	N
Dwelling, single-family	P	P
Dwelling, single-family with single accessory dwelling unit	P	P
Dwelling, two-family	N	N
Home based business [2]	P	P
Manufactured home	P	P

Manufactured/mobile home park	N	N
Manufactured/mobile home subdivision	N	N
Protective housing facility	P	P
Rehabilitation/treatment facility	N	N
Residential facility for elderly persons [1]	P	P
Residential facility for persons with a disability [1]	P	P
Residential facility for troubled youth	C	C
Residential hosting facility [6]	P	P
Transitional housing facility	N	N
PUBLIC AND CIVIC USES:		
Airport	N	N
Auditorium or stadium	N	N
Bus terminal	N	N
Cemetery	P	P
Church or place of worship	P	P
Club or service organization	N	N
College or university	N	N
Convalescent care facility	N	N
Correctional facility	N	N

Cultural service	P	P
Golf course	P	P
Government service	N	N
Hospital	N	N
Operations center	N	N
Park	P	P
Post office	N	N
Protective service	P	P
Reception center	C	C
School, elementary, middle, or high	N	N
School, vocational	N	N
Utility, minor	N	N
Utility, major	N	N
Utility substation	N	N
COMMERCIAL USES:		
Agricultural sales and service	N	N
Animal hospital	P	P
Bail bond service	N	N
Bank or financial institution	N	N

Business equipment rental, services, and supplies	N	N
Car wash	N	N
Club, private	N	N
Child care center	N	N
Construction sales and service	N	N
Convenience store	N	N
Farm stand [5]	P	P
Funeral home	N	N
Garden center	N	N
Gasoline service station	N	N
Gas and fuel, storage and sales	N	N
Hostel	N	N
Hotel	N	N
Kennel, commercial	N	N
Laundry or dry cleaning, limited	N	N
Licensed family child care [2]	P	P
Liquor store	N	N
Media service	N	N
Medical or dental laboratory	N	N

Medical service	N	N
Motel	N	N
Office, general	N	N
Parking garage, public	N	N
Parking lot, public	N	N
Pawnshop	N	N
Personal care service, home based [2]	P	P
Personal instruction service, home based [2]	P	P
Printing and copying, limited	N	N
Printing, general	N	N
Produce stand	P	P
Recreation and entertainment, indoor	N	N
Recreation and entertainment, outdoor	N	N
Recreational vehicle park	N	N
Repair service	N	N
Research service	N	N
Residential certificate child care facility [2]	P	P
Restaurant, fast food	N	N
Restaurant, general	N	N

Retail, general	N	N
Secondhand store	N	N
Shopping center	N	N
Short-term rental [4]	N	N
Tattoo establishment	N	N
Tavern	N	N
Transportation service	N	N
Vehicle and equipment rental or sale	N	N
Vehicle and equipment repair, general	N	N
Vehicle repair, limited	N	N
Veterinary service	N	N
Warehouse, self-service storage	N	N
Wireless telecommunication facility	See section 10-50-5, table 10-50-1 of this title	
INDUSTRIAL USES:		
Automobile wrecking yard	N	N
Freight terminal	N	N
Heavy industry	N	N
Junk or salvage yard	N	N

Laundry services	N	N
Manufacturing, general	N	N
Manufacturing, limited	N	N
Mineral extraction	N	N
Wholesale and warehousing, general	N	N
Wholesale and warehousing, limited	N	N
OTHER USES:		
Takeoff and landing of aircraft	N	N

Notes:

1. See chapter 46 of this title.
2. See chapter 42 of this title.
3. See section 10-37-15 of this title for permitted animals and fowl.
4. Existing whole home vacation rentals in residential zones are a nonconforming use pursuant to Ordinance No. 2023-20. See licensing and operations requirements in title 10, chapter 51 of this Code.
5. Farm stands selling commercially packaged handicrafts or commercially processed or packaged food stuffs require approval of a conditional use permit pursuant to chapter 7, section 10-7-9.
6. See chapter 51 of this title.

B. *Accessory uses.* Permitted and conditional uses set forth in table 10-14-1 of this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.

1. Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this title.
2. No accessory use, building, or structure shall be allowed on a lot unless a permitted or

conditional use has been established.

3. Accessory uses in residential agriculture zones shall include, but not be limited to, the following:

   Garage sales, subject to applicable standards of chapter 48, temporary uses, of this title.

   Garages and off street parking areas, subject to applicable standards of chapter 34, off street parking and loading, of this title.

   Hobby activities when conducted by an occupant of the premises solely for personal enjoyment, amusement, or recreation and which does not conflict with any other City ordinance.

   Home based businesses, subject to applicable standards of chapter 42, home based businesses, of this title.

   Household pets.

   Nurseries and greenhouses.

   Playhouses, patios, porches, gazebos, and incidental storage buildings.

   Swimming pools and hot tubs for use by residents and their guests.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003; Ord. 2009-01, 2-5-2009; Ord. 2016-11, 11-17-2016; Ord. 2017-03, 1-19-2017; Ord. 2018-04, 4-5-2018; Ord. No. 2022-61, 2-2-2023; Ord. No. 2023-20, 12-7-2023; Ord. No. 2024-06, 6-6-2024; Ord. No. 2024-12, 8-15-2024; Ord. No. 2025-08, 5-15-2025; Ord. No. 2025-15, 7-3-2025; Ord. No. 2025-20, 10-16-2025; Ord. No. 2025-17, 2-5-2026)

Sec. 10-13-1. - Purpose.

See section 10-11-2 of this title.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

Sec. 10-13-2. - Scope.

The provisions of this chapter shall apply to any real property located in a residential zone as shown on the official zoning map. No building, structure or real property shall be used and no building or structure shall be hereafter erected, structurally or substantially altered, or enlarged except as set forth in this chapter. Such requirements shall not be construed to prohibit or limit other applicable provisions of this title, this Code, or other laws.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

Sec. 10-13-3. - Uses allowed.

A. *Permitted and conditional uses.* Permitted and conditional uses allowed within residential zones shall be as set forth in table 10-13-1 of this section. Permitted and conditional uses are indicated by a "P" or "C", respectively, in the appropriate column. Uses not permitted are indicated by "N." Any use not shown on table 10-13-1 of this section shall be prohibited unless the Zoning Administrator determines the use is substantially the same as a permitted or conditional use as provided in section 10-7-18 of this title. If the proposed use is determined to be a new or unlisted business use, the applicant may petition the City Council for review and possible approval pursuant to the procedures outlined in section 10-7-18.

TABLE 10-13-1

PERMITTED AND CONDITIONAL USES ALLOWED IN RESIDENTIAL ZONES

Use	Zones								
	R1-15	R1-10	R1-8	R1-6	R1-4	RM-1	RM-2	RM-3	MH/ RV
AGRICULTURAL USES:									
Accessory building	P	P	P	P	N	P	P	P	P
Agricultural business	N	N	N	N	N	N	N	N	N

Agricultural industry	N	N	N	N	N	N	N	N	N
Agriculture	N	N	N	N	N	N	N	N	N
Agriculture residential	P	P	P	P	P	P	P	P	P
Agritourism	N	N	N	N	N	N	N	N	N
Animal specialties	P	P	N	N	N	N	N	N	N
Animals and fowl for recreation and family food production	P [3] /C	P [3] /C	P [3]	P [3]	N	N	N	N	N
Stable, private	N	N	N	N	N	N	N	N	N
Stable, public	N	N	N	N	N	N	N	N	N
RESIDENTIAL USES:									
Assisted living facility	C	C	C	C	C	N	N	N	N
Boarding house	N	N	N	N	N	N	N	N	N
Building, accessory	P	P	P	P	N	P	P	P	P
Dwelling, earth sheltered	P	P	P	P	P	P	P	P	N
Dwelling, multiple-family	N	N	N	N	N	P	P	P	N
Dwelling, single-family	P	P	P	P	P	P	P	P	P

Dwelling, single-family with single accessory dwelling unit	P	P	P	P	N	N	N	N	N
Dwelling, two-family	N	N	N	N	N	P	P	P	N
Home based business [2]	P	P	P	P	P	P	P	P	P
Manufactured home	P	P	P	P	P	N	N	N	P
Manufactured/mobile home park	N	N	N	N	N	N	N	N	P
Manufactured/mobile home subdivision	N	N	N	N	N	N	N	N	P
Protective housing facility	N	N	N	N	N	N	N	N	N
Rehabilitation/ treatment facility	N	N	N	N	N	N	N	N	N
Residential facility for elderly persons [1]	P	P	P	P	P	P	P	P	P
Residential facility for persons with a disability [1]	P	P	P	P	P	P	P	P	P
Residential facility for troubled youth	N	N	N	N	N	N	N	N	N
Residential hosting facility [6]	P	P	P	P	N	N	N	N	N

Transitional housing facility	N	N	N	N	N	N	N	N	N
PUBLIC AND CIVIC USES:									
Airport	N	N	N	N	N	N	N	N	N
Auditorium or stadium	N	N	N	N	N	N	N	N	N
Bus terminal	N	N	N	N	N	N	N	N	N
Cemetery	P	P	P	P	P	P	P	P	P
Church or place of worship	P	P	P	P	P	P	P	P	P
Club or service organization	N	N	N	N	N	N	N	N	N
College or university	N	N	N	N	N	N	N	N	N
Convalescent care facility	N	N	N	N	N	N	N	N	N
Correctional facility	N	N	N	N	N	N	N	N	N
Cultural service	N	N	N	N	N	N	N	N	N
Golf course	P	P	P	P	N	P	P	P	P
Government service	N	N	N	N	N	N	N	N	N
Hospital	N	N	N	N	N	N	N	N	N
Operations center	N	N	N	N	N	N	N	N	N

Park	P	P	P	P	P	P	P	P	P
Post office	N	N	N	N	N	N	N	N	N
Protective service	P	P	P	P	P	P	P	P	P
Reception center	N	N	N	N	N	N	N	N	N
School, elementary, middle, or high	P	P	P	P	P	P	P	P	P
School, vocational	N	N	N	N	N	N	N	N	N
Utility, major	N	N	N	N	N	N	N	N	N
Utility, minor [7]	P	P	P	P	P	P	P	P	P
Utility substation	N	N	N	N	N	N	N	N	N
COMMERCIAL USES:									
Agricultural sales and service	N	N	N	N	N	N	N	N	N
Animal hospital	N	N	N	N	N	N	N	N	N
Bail bond service	N	N	N	N	N	N	N	N	N
Bank or financial institution	N	N	N	N	N	N	N	N	N
Business equipment rental, services, and supplies	N	N	N	N	N	N	N	N	N
Car wash	N	N	N	N	N	N	N	N	N

Child care center	N	N	N	N	N	N	N	N	N
Club, private	N	N	N	N	N	N	N	N	N
Construction sales and service	N	N	N	N	N	N	N	N	N
Convenience store	N	N	N	N	N	N	N	N	N
Farm stand	N	N	N	N	N	N	N	N	N
Funeral home	N	N	N	N	N	N	N	N	N
Garden center	N	N	N	N	N	N	N	N	N
Gasoline service station	N	N	N	N	N	N	N	N	N
Gas and fuel, storage and sales	N	N	N	N	N	N	N	N	N
Hostel	N	N	N	N	N	N	N	N	N
Hotel	N	N	N	N	N	N	N	N	N
Kennel, commercial	N	N	N	N	N	N	N	N	N
Laundry or dry cleaning, limited	N	N	N	N	N	N	N	N	N
Licensed family child care [2]	P	P	P	P	P	P	P	P	P
Liquor store	N	N	N	N	N	N	N	N	N
Media service	N	N	N	N	N	N	N	N	N

Medical or dental laboratory	N	N	N	N	N	N	N	N	N
Medical service	N	N	N	N	N	N	N	N	N
Motel	N	N	N	N	N	N	N	N	N
Office, general	N	N	N	N	N	N	N	N	N
Parking garage, public	N	N	N	N	N	N	N	N	N
Parking lot, public	N	N	N	N	N	N	N	N	N
Pawnshop	N	N	N	N	N	N	N	N	N
Personal care service, home based [2]	P	P	P	P	P	P	P	P	P
Personal instruction service, home based [2]	P	P	P	P	P	P	P	P	P
Printing and copying, limited	N	N	N	N	N	N	N	N	N
Printing, general	N	N	N	N	N	N	N	N	N
Produce stand	N	N	N	N	N	N	N	N	N
Recreation and entertainment, indoor	N	N	N	N	N	N	N	N	N
Recreation and entertainment, outdoor	N	N	N	N	N	N	N	N	N
Recreational vehicle park	N	N	N	N	N	N	N	N	P

Repair service	N	N	N	N	N	N	N	N	N
Research service	N	N	N	N	N	N	N	N	N
Residential certificate child care [2]	P	P	P	P	P	P	P	P	P
Restaurant, fast food	N	N	N	N	N	N	N	N	N
Restaurant, general	N	N	N	N	N	N	N	N	N
Retail, general	N	N	N	N	N	N	N	N	N
Secondhand store	N	N	N	N	N	N	N	N	N
Shopping center	N	N	N	N	N	N	N	N	N
Short term rental [(4 & 5)]	P	P	P	N	N	N	N	N	N
Tattoo establishment	N	N	N	N	N	N	N	N	N
Tavern	N	N	N	N	N	N	N	N	N
Transportation service	N	N	N	N	N	N	N	N	N
Vehicle and equipment rental or sale	N	N	N	N	N	N	N	N	N
Vehicle and equipment repair, general	N	N	N	N	N	N	N	N	N
Vehicle repair, limited	N	N	N	N	N	N	N	N	N
Veterinary service	N	N	N	N	N	N	N	N	N

Warehouse, self-service storage	N	N	N	N	N	N	N	N	N
Wireless telecommunication facility	See section 10-50-5, table 10-50-1 of this title								
INDUSTRIAL USES:									
Automobile wrecking yard	N	N	N	N	N	N	N	N	N
Freight terminal	N	N	N	N	N	N	N	N	N
Heavy industry	N	N	N	N	N	N	N	N	N
Junk or salvage yard	N	N	N	N	N	N	N	N	N
Laundry services	N	N	N	N	N	N	N	N	N
Manufacturing, general	N	N	N	N	N	N	N	N	N
Manufacturing, limited	N	N	N	N	N	N	N	N	N
Mineral extraction	N	N	N	N	N	N	N	N	N
Wholesale and warehousing, general	N	N	N	N	N	N	N	N	N
Wholesale and warehousing, limited	N	N	N	N	N	N	N	N	N
OTHER USES:									
Takeoff and landing of aircraft	N	N	N	N	N	N	N	N	N

Notes:

1. See chapter 46 of this title.
2. See chapter 42 of this title.
3. See section 10-37-15 of this title for permitted animals and fowl.
4. See licensing and operations requirements in title 3 of this Code.
5. Existing whole home vacation rentals in residential zones are a nonconforming use pursuant to Ordinance No. 2023-20. See licensing and operations requirements in title 10, chapter 51 of this Code.
6. See chapter 51 of this title.
7. See chapter 45 of this title.

B. *Accessory uses.* Permitted and conditional uses set forth in table 10-13-1 of this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.

1. Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this title.
2. No accessory use, building, or structure shall be allowed on a lot unless a permitted or conditional use has been established.
3. Accessory uses in residential zones shall include, but not be limited to, the following:

   Garage sales, subject to applicable standards of chapter 48, temporary uses, of this title.

   Garages and off street parking areas, subject to applicable standards of chapter 34, off street parking and loading, of this title.

   Hobby activities when conducted by an occupant of the premises solely for personal enjoyment, amusement, or recreation and which does not conflict with any other City ordinance.

   Home based businesses, subject to applicable standards of chapter 42, home based businesses, of this title.

   Household pets, as defined in section 10-3-4.

   Nurseries and greenhouses, when used for family food production.

   Playhouses, patios, porches, gazebos, and incidental storage buildings.

Swimming pools and hot tubs for use by residents and their guests.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003; Ord. 2009-01, 2-5-2009; Ord. 2016-11, 11-17-2016; Ord. 2017-03, 1-19-2017; Ord. 2018-04, 4-5-2018; Ord. No. 2023-20, 12-7-2023; Ord. No. 2024-06, 6-6-2024; Ord. No. 2024-12, 8-15-2024; Ord. No. 2024-07, 1-2-2025; Ord. No. 2025-15, 7-3-2025; Ord. No. 2025-20, 10-16-2025; Ord. No. 2025-17, 2-5-2026)

CHAPTER 10. - TRANSIENT LODGING FACILITIES

Sec. 3-10-1. - Definitions.

As used throughout this chapter, the following terms or phrases shall have the following meanings:

Boarding house means a building with not more than five guestrooms, where, for compensation, meals are provided for not more than 15 persons.

Hostel means an establishment in which people are lodged for a single night or less than a week at a time, but excluding bed and breakfast, home; bed and breakfast inn; hotel; or motel.

Hotel means an establishment with or without fixed cooking facilities in individual rooms offering transient lodging accommodations to the general public, and which may provide additional services such as restaurants and meeting rooms.

Motel means any building or group of buildings containing sleeping rooms, with or without fixed cooking facilities, designed for temporary occupancy by tourists or transients.

Short term or vacation rental means a detached single-family dwelling unit used as a transient lodging facility.

Time period unit (timeshare) means a multi-unit project in which an annually recurring part or parts of a calendar year specified in the condominium declaration or other document as a period for which a physical unit is separately owned. Separate ownership is represented by shares in a corporation, a partnership interest, or any other individually owned transferable property right or interest.

Transient lodging facility means any establishment that receives payment in any form in exchange for the use of any unit for one to 30 days, including any hotel, motel, time period unit, hostel, boarding house, or vacation rental property.

(Ord. 2015-2, 2-19-2015; Ord. No. 2025-20, 10-16-2025)

Sec. 3-10-2. - Management.

Each boarding house, hostel, hotel, or motel must maintain an office on the premises in the charge and under the immediate supervision of a manager or attendant at all times. Such office shall remain continuously open and staffed whenever there are guests registered or present and whenever the facility is open to receive guests.

(Ord. 2015-2, 2-19-2015; Ord. No. 2025-20, 10-16-2025)

Sec. 3-10-3. - Disclosure of available rooms.

Each transient lodging facility shall disclose to the business license officer the current number of rooms available and/or held out for public accommodation, or, in the case of vacation rentals, the total number of people the dwelling can safely accommodate:

A. At the time of initial licensure or license renewal; and
B. Within 72 hours of any change in the number of such available rooms or accommodation of guests.

(Ord. 2015-2, 2-19-2015)

Sec. 3-10-4. - Display of license; guest register.

A. A current, valid business license shall be posted in a conspicuous place in each transient lodging facility.
B. A register of all guests shall be kept at all times on the transient lodging facility premises except vacation rentals. The guest register shall contain in ink the following information about each guest for which the transient lodging facility affords accommodations:
    1. Name and permanent address.
    2. Dates of arrival at the transient lodging facility and departure from the transient lodging facility.
    3. License plate number, state of licensure, make, type and color of all motor vehicles.
    4. Verification of a form of picture identification, including, but not limited to, driver's license, passport, or state issued identification card showing current name, address, and age of person registering and indicating which type of identification was verified and the identification number shown on said identification.
C. The guest register required by this section shall be kept current and shall be immediately available at all times for inspection upon the demand of police officers or City officials.
D. Vacation rental business license owners must keep an accurate register of all guests containing all the above information that can be provided upon the demand of police or emergency services personnel or City officials.

(Ord. 2015-2, 2-19-2015)

Sec. 3-10-5. - Occupancy.

It shall be unlawful for any transient lodging facility unit to be occupied by a greater number of persons than that which it is designed or furnished to accommodate.

(Ord. 2015-2, 2-19-2015)

Sec. 3-10-6. - Responsibility for minors.

No transient lodging facilities unit shall be rented, leased, or registered to any person under the age of 18 years. Each person to whom a lodging unit is rented, leased, or registered shall be responsible for any minors occupying such unit and shall remain on the transient lodging facility premises at all times while there are minors occupying such unit.

(Ord. 2015-2, 2-19-2015)

Sec. 3-10-7. - Length of stay.

No person shall occupy any unit or combination of units at any one transient lodging facility for longer than 30 consecutive days, and no transient lodging facility shall permit any person to occupy any unit or combination of units on the facility premises for longer than 30 consecutive days. This section shall not apply to federal, state, or municipal law enforcement or emergency personnel, or to transient lodging facilities renting, leasing, or registering units to such personnel. Vacation rental properties may be occupied for longer than 30 days but must still comply with all vacation rental regulations.

(Ord. 2015-2, 2-19-2015)

Sec. 3-10-8. - Sanitary facilities.

A. Each lodging unit held out for public accommodation must comply with the minimum rules established by the state department of health.
B. It shall be unlawful to rent, lease, or otherwise hold out for public accommodation any transient lodging facility unit which does not have:
    1. A complete operable bathroom, including flush toilet, sink, and bath or shower in working order; and
    2. For each guest, an adequate daily supply of at least the following sanitary supplies:
        a. Hot and cold running water.
        b. Soap.
        c. Towels.
        d. Toilet paper.
        e. Clean linen.
C. Each transient lodging facility shall be cleaned after the departure of each guest and before the arrival of any subsequent guest.

(Ord. 2015-2, 2-19-2015)

Sec. 3-10-9. - Inspections.

Each transient lodging facility shall comply and cooperate with any fire, land use, Code enforcement, building, health, or other inspection conducted by municipal officials, with or without notice.

(Ord. 2015-2, 2-19-2015)

Sec. 3-10-10. - Duty to report.

Any owner, manager, or attendant of any facility covered by this section shall report promptly to the proper authorities any violations of a municipal ordinance or any violation of law which he or she has reason to believe was or is being committed on the premises.

(Ord. 2015-2, 2-19-2015)

Sec. 3-10-11. - Short term vacation rentals.

Regulations and restrictions imposed by this section are in recognition of the premise that a vacation rental provides lodging for a transient population that may or may not honor neighborhood mores or exhibit neighborly consideration to the same extent as permanent residents. Separation requirements listed in subsection B of this section and total license limits listed in subsection C of this section are based on a desire to maintain the overall residential character of neighborhoods and the purpose of single-family residential zones to promote safe locations for residential uses.

A. *Business license required.* No transient lodging facility shall be occupied or used as a short-term vacation rental until such time that the owner has obtained a business license issued in accordance with the provisions of this section. A current, valid business license shall be posted in a conspicuous place in each transient lodging facility.

B. *Conditions for issuance of a business license for a short-term vacation rental.* Business conditions shall be subject to the terms within this title and title 10, chapter 51 of this Code.

(Ord. 2016-04, 3-17-2016; Ord. 2016-07, 7-21-2016; Ord. 2017-01, 1-5-2017; Ord. 2017-13, 8-17-2017; Ord. No. 2021-06, 7-1-2021; Ord. No. 2022-62, 2-16-2023)

Sec. 3-10-12. - Penalty; suspension or revocation of license.

In addition to the denial, suspension, revocation or refusal to renew a license as outlined in sections 3-1-9 and 10-51-17 of this Code, any licensee who shall operate a transient lodging facility in violation of

this chapter, and/or any person designated by the licensee as the manager or person in charge of daily operation of said facility who shall permit or allow said facility to operate in violation of this chapter, shall be guilty of an infraction and shall be punished for each offense by a fine as provided in section 1-4-1 of this Code.

(Ord. 2015-2, 2-19-2015; Ord. No. 2026-14, 6-4-2026)

CHAPTER 51. - TRANSIENT LODGING FACILITIES

Footnotes:
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***Editor's note—** Ord. No. 2022-62, adopted February 16, 2023, repealed ch. 51, §§ 10-51-1—10-51-5, and enacted a new ch. 51 as set out herein and later amended. Former ch. 51 pertained to bed and breakfast and residential hosting facilities and derived from Ord. 2015-12, adopted December 17, 2015; Ord. 2017-14, adopted August 17, 2017; Ord. 2018-04, adopted April 5, 2018; and Ord. No. 2022-10, adopted May 19, 2022.*

Sec. 10-51-1. - Purpose.

The purpose of this chapter is to establish use and development regulations for transient lodging facilities to ensure their compatibility with adjoining uses, particularly when located in a residential zone.

(Ord. No. 2022-62, 2-16-2023)

Sec. 10-51-2. - Definitions.

Terms and phrases used in this chapter are found in chapter 3 of this title.

(Ord. No. 2022-62, 2-16-2023)

Sec. 10-51-3. - Management.

A. Each boarding house, hostel, hotel, or motel must maintain a management office on the premises at all times that is under the immediate supervision of a manager or attendant. The management office shall remain continuously open and staffed whenever guests are registered or present or when the facility is open to receive guests.
B. Residential hosting facilities shall be managed by the resident owner and meet accessory dwelling unit standards in title 10, chapter 41 of this Code.

(Ord. No. 2022-62, 2-16-2023; Ord. No. 2024-14, 11-21-2024; Ord. No. 2025-20, 10-16-2025)

Sec. 10-51-4. - Disclosure of available rooms.

Each transient lodging facility shall disclose to the business license officer the current number of rooms available and/or held out for public accommodation, or, in the case of short-term rentals, the total number of people the dwelling can safely accommodate:

1. At the time of initial licensure or license renewal; and
2. Within 72 hours of any change in the number of such available rooms or accommodation

of guests.

(Ord. No. 2022-62, 2-16-2023)

Sec. 10-51-5. - Display of license; guest register.

A. Business license required. No transient lodging facility shall be occupied or used until such time that the owner has obtained a business license in accordance with this section's provisions. A current, valid business license shall be posted in a conspicuous place in each transient lodging facility.

B. A register of all guests shall be kept at all times on the transient lodging facility premises, except for short-term rentals. The guest register shall contain in ink the following information about each guest for which the transient lodging facility affords accommodations:

1. Name and permanent address.
2. Dates of arrival at the transient lodging facility and departure from the transient lodging facility.
3. License plate number, state of licensure, make, type, and color of all motor vehicles.
4. Verification of a form of picture identification, including, but not limited to, driver's license, passport, or state issued identification card showing current name, address, and age of person registering and indicating which type of identification was verified and the identification number shown on said identification.

C. The guest register required by this section shall be kept current and shall be immediately available at all times for inspection upon the demand of police officers or City officials.

(Ord. No. 2022-62, 2-16-2023; Ord. No. 2024-14, 11-21-2024)

Sec. 10-51-6. - Occupancy.

It shall be unlawful for any transient lodging facility unit to be occupied by a greater number of persons than that which it is designed or furnished to accommodate.

(Ord. No. 2022-62, 2-16-2023)

Sec. 10-51-7. - Responsibility for minors.

No transient lodging facilities unit shall be rented, leased, or registered to any person under the age of 18 years. Each person to whom a lodging unit is rented, leased, or registered shall be responsible for any minors occupying such unit and shall remain on the transient lodging facility premises at all times while there are minors occupying such unit.

(Ord. No. 2022-62, 2-16-2023)

Sec. 10-51-8. - Length of stay.

No person shall occupy any unit or combination of units at any one transient lodging facility for longer than 30 consecutive days, and no transient lodging facility shall permit any person to occupy any unit or combination of units on the facility premises for longer than 30 consecutive days. This section shall not apply to federal, state, or municipal law enforcement or emergency personnel, or to transient lodging facilities renting, leasing, or registering units to such personnel. Short-term rental properties within residential and recreation resort zones may be occupied for longer than 30 days but must still comply with all short-term rental regulations.

(Ord. No. 2022-62, 2-16-2023)

Sec. 10-51-9. - Sanitary facilities.

A. Each unit within a transient lodging facility held out for public accommodation must comply with the minimum rules established by the state department of health.
B. It shall be unlawful to rent, lease, or otherwise hold out for public accommodation any transient lodging facility unit that does not have:
    1. A complete operable bathroom, including flush toilet, sink, and bath or shower in working order; and
    2. For each guest, an adequate daily supply of at least the following sanitary supplies:
        a. Hot and cold running water;
        b. Soap;
        c. Towels;
        d. Toilet paper; and
        e. Clean linen.
C. Each transient lodging facility shall be cleaned after the departure of each guest and before the arrival of any subsequent guest.

(Ord. No. 2022-62, 2-16-2023)

Sec. 10-51-10. - Inspections.

Each transient lodging facility shall comply and cooperate with any fire, land use, code enforcement, building, health, or other inspection conducted by municipal officials, with or without notice. Each short-term rental unit shall be inspected by the Fire Marshal or their representative each year prior to the

renewal of the business license for the short-term rental.

(Ord. No. 2022-62, 2-16-2023)

Sec. 10-51-11. - Duty to report.

Any owner, manager, or attendant of any facility covered by this section shall report promptly to the proper authorities any violations of a municipal ordinance or any violation of law which he or she has reason to believe was or is being committed on the premises.

(Ord. No. 2022-62, 2-16-2023)

Sec. 10-51-12. - General development and maintenance standards.

A. *Maintenance standards.* Any property that contains a dwelling which is licensed as transient lodging facilities shall conform to the following standards:
    1. Structures shall be properly maintained, painted and kept in good repair, and grounds and landscaped areas shall be properly maintained and watered in order that the use in no way detracts from the general appearance of the area;
    2. For short-term rentals, the use of a dwelling as a short-term rental shall not in any way change the appearance of the dwelling or property for residential purposes; and
    3. Each sleeping room must meet current international residential codes for egress and be equipped with smoke and CO2 detectors. A fire exiting route plan and maximum occupancy number must be posted in each sleeping room.
B. *Prevention of noise, nuisance, or trespass at short-term rentals.* The owner of any short-term rental shall be responsible to ensure that guests or occupants do not:
    1. Create noises that by reason of time, nature, intensity, or duration are out of character with noises customarily heard in the surrounding residential neighborhood.
    2. Disturb the peace of surrounding residential property residents by engaging in shouting, fighting, playing of loud music, racing of cars or recreational vehicles on streets, engaging in outside recreational activities after 10:00 p.m., or other similar activities.
    3. Interfere with the privacy of surrounding residents or trespass onto surrounding properties.
    4. Allow pets or animals to create noise, roam the streets, trespass on neighboring properties, or create a mess that is not cleaned up by the owner or custodian of the pet or animal.
    5.

Engage in any disorderly or illegal conduct, including illegal consumption of drugs and alcohol.

C. *Required posting.* The following information must be posted in a clear, concise, and unambiguous manner and in a conspicuous location inside any dwelling licensed as a short-term rental:

1. A copy of the short-term rental business license.
2. The name, address, and phone number of the owner or property manager.
3. The location of all fire extinguishers.
4. A list of all rules applicable for short-term rentals.
5. The maximum occupancy of the short-term rental and the maximum number of vehicles allowed.

D. *Miscellaneous rules and regulations.* The following rules and regulations shall apply to any property for which a transient lodging facilities license has been issued:

1. Outdoor pools, hot tubs, or spas shall not be used between the hours of 11:00 p.m. and 6:00 a.m.
2. Maximum occupancy in any dwelling licensed as a short-term rental shall be ten persons at any one time. If, however, the property has a fire sprinkler system or other fire suppression system acceptable to the Hurricane Valley Fire District, a greater occupancy may be approved. Maximum occupancy of the dwelling must be included in the regulations sign.
3. The owner of any property containing a dwelling licensed as a short-term rental shall cause to be displayed in a City approved location on the exterior of the property an approved sign containing the name and 24-hour per day, 365-day per year telephone number of the owner or other party designated by the owner as property manager who will be responsible for receiving and resolving complaints regarding activities on the property and the conduct of its occupants and guests. The sign shall not exceed 12 inches by 18 inches and shall be the only sign other than an address permitted on a short-term rental property.
4. The owner or property manager shall provide information on current occupants to police, emergency, or City personnel as requested. The owner or other person designated as the property manager shall respond to complaints and concerns within one hour of any phone call or other notification. Failure of the owner or property manager to respond in a timely manner may result in a violation and possible fines to the business license holder and property owner.
5. The requirements of this section shall be in effect throughout the time a short-term rental license is in effect on the property, regardless of whether the property is occupied by the

owner, nonpaying guests of the owner, or paying guests of the owner. The City finds that, given the practical difficulty of determining whether or not the occupants are paying guests, enforcement of the requirements contained in this section shall be based on whether the property is licensed as a short-term rental.

6. An inspection of a short-term rental property for compliance with these regulations shall be performed prior to the issuance of a business license and shall be required each year before renewal of the business license. Additional inspections may be performed with 24-hour notice to the license holder/property manager if deemed necessary by the City.
7. The owner of any dwelling licensed as a short-term rental shall be required to collect and remit on a timely basis transient lodging taxes pursuant to Utah law.

(Ord. No. 2022-62, 2-16-2023)

Sec. 10-51-13. - Whole home vacation rentals and other short-term rental standards.

A. *Purpose.* Regulations and restrictions imposed by this section are in recognition of the premise that short-term rentals provide lodging for a transient population that may or may not honor neighborhood mores or exhibit neighborly consideration to the same extent as permanent residents. The requirements listed in subsections D, E, and F of this section are based on a desire to maintain the overall residential character of neighborhoods and the purpose of single-family residential zones to promote safe locations for residential uses.

B. *Business license required.* No dwelling in any permitted zone shall be occupied or used as short-term rental until such time that the owner has obtained a business license issued in accordance with the provisions of this section.

C. *Conditions for issuance of a business license for a short-term rental.* Where a new short-term rental business is permitted, issuance of a short-term rental business license by the business license officer shall be subject to the following:

1. A complete application for a short-term rental business license shall have been submitted in accordance with section 3-1-5, and which shall also include:
    a. The name, address, and phone number of the owner or other person designated by the owner as the property manager who shall be responsible for ensuring compliance with the rules and regulations specified in this section, and
    b. A valid state tax number for remittance of transient lodging taxes.
2. The dwelling unit for which the business license is sought shall be located in a permitted zone according to this title, have been built to meet building and fire codes for transient occupancy, and have been issued a certificate of occupancy.
3. Portions of a single-family dwelling may not be used as a short-term rental unless located

within a recreation resort zone or appropriately licensed as a residential hosting facility in accordance with the regulations for that use. A whole home vacation rental and a residential hosting facility located in a residential zone may not be located in the same single-family dwelling.

4. In permitted single-family zones, the owner of a single-family dwelling for which a short-term rental business license is sought shall not hold a business license to operate another short-term rental within the City limits. For purposes of this subsection, "owner" means any individual, corporation, partnership, limited liability company, trust or other entity which has a legal or equitable ownership interest in the single-family dwelling, or any individual who has an ownership or beneficial interest in any corporation, partnership, limited liability company, trust, or other entity which has a legal or equitable ownership interest in the single-family dwelling.

D. *Prohibition of additional whole home vacation rental licenses within single-family zones as described in title 10, chapters 13 and 14 of this Code.*

1. From the effective date of this ordinance, no new or additional whole home vacation rentals shall be permitted or licensed within any single-family zones as described in title 10, chapters 13 and 14 of this Code.
2. Whole home vacation rentals with current, valid business licenses shall be permitted to continue to operate and to receive annual renewals of the business licenses, subject to the requirements and conditions of this section and all City, state, and federal rules, regulations, laws, and statutes.
3. In the event of a sale or other transfer of property for which the owner holds a current, valid business license to operate a whole home vacation rental, the purchaser or transferee of the property shall apply for a new license within 45 days of the date of purchase or transfer. Except as provided in subsection (5) below, if the purchaser or transferee fails to submit a complete business license application within 45 days of the date of purchase or transfer, or if the applicant fails to complete the licensing process within six months after submitting the application, the purchaser or transferee shall not be issued a whole home vacation rental business license.
4. Except as provided in subsection (6) below, the revocation or non-renewal of a whole home vacation rental business license pursuant to this Code shall terminate any rights of the license holder and property owner to operate a whole home vacation rental at the property.
5.

If a whole home vacation rental business license is terminated due to the non-renewal of the license, the license holder shall have the one-time option to reinstate the terminated license if all of the following conditions are met:

a. Payment of a penalty of $2,500.00;

b. Payment of $750.00 for each day that the property was rented out as a short-term rental without a valid business license after the license was terminated;

c. Submittal of a complete application, including all associated fees within 45 days after the license was terminated; and

d. Completion of the licensing application process within six months after the license was terminated.

6. The one-time reinstatement options outlined in subsection (5) above shall not be available to whole home vacation rentals with one or more documented code enforcement violations of this chapter.

E. *Parking regulations.* The following parking regulations apply to property licensed as a whole home vacation rental:

1. No tenant, guest, or other person visiting a whole home vacation rental shall park on a public street beyond the frontage of the rental property.
2. Off-street parking shall be provided on the same lot as the dwelling that is licensed as a whole home vacation rental.
3. Off-street parking shall be provided at one vehicle per bedroom. Tandem spaces on a driveway may be used.
4. No off-street parking space may be located in front of the living area of the dwelling unless there is a circular driveway.
5. The number of vehicles permitted for the occupants of a whole home vacation rental shall be restricted to the number of off-street parking spaces provided by the owner.
6. No tenant, guest, or other person visiting a whole home vacation rental shall park or allow to be parked recreational vehicles or trailers of any kind on the public street.
7. Owner shall supply a parking plan that complies with this section with the business license application.

F. *Transferee probation period and local management.*

1. *Transferee probation.* A new whole home vacation rental business license issued to a purchaser or transferee of a property pursuant to subsection (D)(3) of this section shall be subject to a six-month probation period, with the probation period beginning on the date the new license is issued. In the event of two or more violations of this chapter committed

by an owner or guest, or any combination of the two, the City Planning Director shall revoke the license by issuing a written notice of revocation to the owner. The revocation of the license by the City Planning Director is an administrative decision that may be appealed to the City Appeals Board as set forth in section 10-6-5.

2. *Local management.* To ensure the proper and timely management of whole home vacation rentals, whole home vacation rental business licenses issued to a purchaser or transferee of a property pursuant to subsection (D)(3) of this section shall be managed by either:
   a. A property management company licensed by Hurricane City with a staffed office within city limits; or
   b. An owner who is a resident of Hurricane City.

(Ord. No. 2022-62, 2-16-2023; Ord. No. 2023-20, 12-7-2023; Ord. No. 2026-14, 6-4-2026)

Sec. 10-51-14. - Residential hosting facilities.

A. *Conformity with standards and business license required.* No residential hosting facility shall be established unless:
   1. The facility can meet the development standards of this chapter;
   2. A business license has been issued in accordance with the regulations in title 3 of this Code;
   3. Operation of a residential hosting facility without a current City business license is considered a violation and each day of operation shall be considered a separate offense.

B. *Development standards; residential hosting facilities*. The development standards set forth in this section shall apply to all residential hosting facilities.
   1. *Location.* A residential hosting facility shall be located in a single-family residential structure deemed suitable for habitation.
   2. *Number of accessory dwelling units (ADU)*. Only one ADU may be used as a residential hosting facility on any one lot, as those terms are defined in title 10, chapter 3 and chapter 41 of this Code.
   3. *Accessory dwelling units*. The use of an ADU for a residential hosting facility shall be governed by this chapter, chapter 10-41, and other applicable chapters.
   4. *Guestrooms.* Rentable guestrooms shall be limited to not more than four bedrooms in the entirety of one ADU. The total number of occupants, including an owner, owner's family, and guests occupying the home at one time shall be no more than ten. Maximum occupancy must be posted in each rentable guestroom.
   5. *Number of bookings*. No more than one booking is allowed and no more than one party

may occupy any residential hosting facility at any one time.

6. *Current codes.* Guestrooms must meet current international residential codes for egress and be provided with smoke and CO2 detectors. A fire exiting route plan must be posted in each sleeping guestroom.
7. *Meals.* If meals are offered, meals shall be served only to overnight guests.
8. *Landscaping.* Landscaping shall be provided and maintained to minimize impact on neighboring properties, to retain the residential character, and to provide a visual buffer for on-site parking in relation to adjacent properties and the street.
9. *Parking.* The following parking regulations apply to residential hosting facilities:
    a. Two off-street parking spaces shall be provided for the owner.
    b. One space shall be provided per guestroom.
    c. Off-street parking shall be provided on the same lot as the residential hosting facility.
    d. Tandem parking is permitted for one space only. Spaces that are located directly in front of the garage doors may not be counted as off-street parking.
    e. Off-street parking may not be provided within the front yard setback other than the existing driveway.
    f. No tenant, guest, or other person visiting a whole home vacation rental shall park on a public street beyond the frontage of the rental property.
    g. The number of vehicles permitted for the occupants of a residential hosting facility shall be restricted to the number of off-street parking spaces provided by the owner.
    h. No tenant, guest, or other person visiting a residential hosting facility shall park or allow to be parked recreational vehicles or trailers of any kind on the public street.
    i. Owner shall supply a parking plan that complies with this section with the business license application.
9. *Signs.* Only one sign not larger than one foot by two foot in size may be used to advertise a residential hosting facility. The sign may not be illuminated unless by a single down facing low wattage fixture.
10. *Street standards.* A residential hosting facility shall be located on a street that meets fire code requirements.
11. *Structural modifications.* A valid building permit is required before any structural modifications or additions may be made to a building to be used pursuant to this chapter. A business license to operate a residential hosting facility shall not be issued for a property that was modified or added to without a valid building permit. A previously-issued business license shall be subject to revocation pursuant to title 3 of this Code upon

evidence that the structure was modified or added to without a valid building permit. Provided, however, that a business license may be issued or maintained for a structure that was modified or constructed without a building permit if all applicable fines are paid and the Building Official is provided with adequate evidence to the satisfaction of the Official that the modification or construction was done in compliance with the building code and fire code.

12. *Other regulations.* A residential hosting facility is subject to all other applicable sections of this Code, including, but not limited to, building and fire codes, transient lodging facility regulations, and transient room tax requirements.

(Ord. No. 2022-62, 2-16-2023; Ord. No. 2026-14, 6-4-2026)

Sec. 10-51-15. - Recreation resort units.

Recreation resort short-term rental units shall be subject to the provision of this chapter.

(Ord. No. 2022-62, 2-16-2023)

Sec. 10-51-16. - Reserved.

Editor's note— Ord. No. 2025-20, adopted October 16, 2025, repealed § 10-51-16 which pertained to development standards for bed and breakfast inns and derived from Ord. No. 2022-62, adopted February 16, 2023.

Sec. 10-51-17. - Penalty; suspension or revocation of license.

A. Enforcement provisions.

1. Any owner of any dwelling within the City who allows or permits occupation of said dwelling as a short-term rental without having first obtained a business license in accordance with the provisions of this section shall be in violation of this section and shall be subject to a civil citation with a penalty of $750.00 per day as set forth in section 1-4-5 of this Code. A violator of this paragraph shall also be guilty of an infraction, which shall be punishable by a fine of up to $750.00 for each such violation.
2. Any owner of any dwelling within the City, who, having first obtained a business license for use or occupation of said dwelling as a short-term rental, thereafter operates or permits the operation of said short-term rental in violation of the terms and provisions of this section shall be subject to a civil citation with a penalty of $750.00 per day as set forth in section 1-4-5 of this Code. A violator of this paragraph shall also be guilty of an infraction and shall be punished by a fine of up to $750.00 for each such violation.

3. Any person who occupies a short-term rental as a guest and who violates any local ordinance or state law shall be subject to arrest, issuance of a citation, or other civil or criminal process in accordance with all state, federal or local statutes, rules, or ordinances.
4. Violation of any provision of this section regulating short-term rentals shall constitute a separate offense for each day said violation occurs or continues.
5. In the event of three or more violations of this section committed by an owner or guest, or any combination of the two, within any 12-month period, the City Planning Director is authorized to revoke the short-term business license by issuing a written notice of revocation to the owner. The revocation of a short-term business license by the City Planning Director is an administrative decision that may be appealed to the City Appeals Board as set forth in section 10-6-5.
6. In the event of a license being revoked for violations of this chapter, the owner of the property in question shall not be issued a new short-term rental business license for a period of one year, provided that a new license is otherwise permitted and available.

B. In addition to the denial, suspension, revocation, or refusal to renew a license as outlined in this chapter, any licensee who shall operate a transient lodging facility in violation of this chapter, and/or any person designated by the licensee as the manager or person in charge of daily operation of said facility who shall permit or allow said facility to operate in violation of this chapter, shall be guilty of an infraction and shall be punished for each offense by a fine as provided in section 1-4-1 of this Code.

(Ord. No. 2022-62, 2-16-2023; Ord. No. 2023-20, 12-7-2023)

Chapter 17.70
ACCESSORY DWELLING UNITS

Sections:

17.70.010 Purpose.
17.70.020 Types of ADUs.
17.70.030 Type 1 ADUs: External accessory dwelling units with optional owner-occupied primary dwelling.
17.70.040 Type 2 ADUs: Internal accessory dwelling unit with optional owner-occupied primary dwelling.
17.70.050 Type 3 ADUs: Internal accessory dwelling units with required owner-occupied primary dwelling.
17.70.060 Enforcement – Revocation of permit.

Prior legislation: Ords. 18-20, 18-01, 12-05. Formerly 17.69.010 – 17.69.040.

Editor's note: Ord. No. 10-13, adopted September 14, 2010, repealed Chapter 17.70, 17.70.010 – 17.70.090, which pertained to bed and breakfast facilities and derived from Ord. No. 90-06; Ord. No. 95-01; Ord. No. 99-12; Ord. No. 00-02, 2000 and Ord. No. 06-13, 2006. Ord. No. 18-20, adopted November 13, 2018, renumbered Chapter 17.69 as Chapter 17.70.

17.70.010 Purpose.

A. Accessory dwelling units are encouraged as dwellings for persons to increase affordable housing opportunities in the RA-1 residential-agricultural zone, R-1 single-household residential zone, R-2 single-household and two-household residential zone, R-3 multi-household residential zone, and R-4 manufactured housing residential zone.

B. Type 1 and Type 2 ADU rental/leasing occupancy shall be restricted to active employment households as defined by Chapter 17.06, Definitions. (Ord. 21-16 § 2, 2021)

17.70.020 Types of ADUs.

There are three types of ADUs permitted in Moab, Type 1, Type 2, and Type 3, defined under Chapter 17.06. It is the intent of the City Council that Type 1 and Type 2 ADUs be used for active employment households defined under Chapter 17.06; and Type 3 ADUs be permitted to the extent required by State statute. The intent is not for ADUs to be used as second homes. (Ord. 21-16 § 2, 2021)

17.70.030 Type 1 ADUs: External accessory dwelling units with optional owner-occupied primary dwelling.

A. *Permitted Use.* Type 1 ADUs shall be considered a permitted use in the RA-1 residential-agricultural zone, R-1 single-household residential zone, R-2 single-household and two-household residential zone, R-3 multi-household residential zone, and R-4 manufactured housing residential zone.

B. *Type 1 ADU Requirements.* The following requirements apply to all Type 1 ADUs:

1. The setbacks for an accessory dwelling shall be what is allowed in the zoning district within which the EADU is located. The side setback can be reduced to five feet if the EADU does not exceed a building height of twenty feet. The rear setback can be reduced to five feet if the EADU does not exceed a building height of twenty feet.

2. A minimum separation between an EADU and any adjacent structures must be ten feet, even if that structure is on an adjoining lot. The Building Official may waive or modify this requirement if adequate fire separation can be achieved by other means.

3. Where pre-existing structures meet the development standards of this chapter for an EADU, the original structure may be designated as the accessory dwelling if a new main structure is constructed on site.

4. An EADU shall not be constructed prior to the main dwelling structure, except in cases where new home construction has been permitted. An EADU may be permitted prior to construction of the main dwelling for purposes of living on site during the construction of the main dwelling.

5. An EADU may be constructed above a detached garage and consist of the same floor area; provided, that it shall not protrude beyond any ground floor wall and shall not consist of more than one story above the ground floor. The overall structure shall not exceed thirty feet if all zone required setbacks are met. If the accessory structure complies with accessory structure setbacks and encroaches into the underlying zone side and rear setbacks, the maximum height shall be twenty feet.

6. Any request for accessory dwelling units within residential zones shall be reviewed for compliance with the standards in this chapter and approved by City staff. A letter of compliance shall be issued to the applicant by the Zoning Administrator prior to issuance of a building permit.

7. One EADU is allowed if the main structure on the parcel is a duplex. One of the three resulting units must be owner-occupied.

8. The maximum size for accessory living quarters shall be no more than one thousand two hundred square feet. Lots larger than twenty thousand square feet in size may increase the maximum to one thousand five hundred square feet. There is no minimum size for ADUs. All ADUs must meet minimum building code requirements.

9. One on-site parking space shall be provided in addition to the underlying parking requirement. The parking space may be provided in tandem if the existing driveway length exceeds thirty-five feet as measured from the property line.

10. *Accessory Dwellings per Lot.* One Type 1 EADU may be permitted on parcels up to twenty thousand square feet. Parcels that are greater than twenty thousand square feet may apply for a maximum of two ADUs.

11. *Property to Remain Undivided.* Properties with EADUs shall remain recorded as one lot. The accessory dwelling shall not be sold separately.

12. Accessory dwellings are intended for long-term rental of thirty days or more, to the same individual, and may not be used for nightly rentals.

13. *Deed Restriction.* A deed restriction must be filed with the County Recorder which states:

> 1) A permit for an accessory dwelling was issued to _____, the current owner of this property on _____. The owner shall strictly adhere to the prohibition of the use of the accessory dwelling as nightly or short-term rental. The lease period for a Type 1 ADU shall be a minimum of three (3) months.
>
> 2) A permit for a Type 1 ADU, was issued to _____, the current owner of this property on_____. The owner, occupant, and structure shall strictly adhere to the International Residential Code and Moab Municipal Code requirements and regulations for this Type of Accessory Dwelling Unit.

Modified deed restriction language may be proposed by the City. (Ord. 21-16 § 2, 2021)

17.70.040 Type 2 ADUs: Internal accessory dwelling unit with optional owner-occupied primary dwelling.

A. *Permitted Use.* Type 2 ADUs shall be considered a permitted use in the RA-1 residential-agricultural zone, R-1 single-household residential zone, R-2 single-household and two-household residential zone, R-3 multi-household residential zone, and R-4 manufactured housing residential zone.

B. *Type 2 ADU Requirements.* The following requirements apply to all Type 2 ADUs:

1. Type 2 ADUs must include the code required bedroom window egress;

2. Type 2 ADUs require one additional on-site parking space; the parking space may be provided in tandem if the existing driveway length exceeds thirty-five feet as measured from the property line;

3. Type 2 ADUs require standard zoning approval on building permit applications, accompanied with a letter of zoning compliance, prior to building permit issuance;

4. Type 2 ADUs are not allowed if the main dwelling is served by a failing septic tank;

5. Type 2 ADUs cannot be rented for a period less than three months;

6. Type 2 ADUs shall be constructed as two-family dwellings, as referenced and required by International Residential Code;

7. Type 2 ADUs are not allowed for lots containing a duplex;

8. There is no maximum size for Type 2 ADUs;

9. No more than one Type 2 ADU may be located within a single-household dwelling;

10. Properties with Type 2 ADUs shall remain recorded as one lot. The Type 2 ADU shall not be sold separately from the main home;

11. Accessory dwellings are intended for long-term rental of thirty days or more, to the same individual, and may not be used for nightly rentals;

12. *Deed Restriction.* A deed restriction must be filed with the County Recorder which states:

> 1) A permit for an accessory dwelling was issued to _____, the current owner of this property on _____. The owner shall strictly adhere to the prohibition of the use of the accessory dwelling as nightly or short-term rental. The lease period for a Type 1 ADU shall be a minimum of three (3) months.

Modified deed restriction language may be proposed by the City.

> 2) A permit for a Type 2 ADU, was issued to _____, the current owner of this property on_____. The owner, occupant, and structure shall strictly adhere to the International Residential Code and Moab Municipal Code requirements and regulations for this Type of Accessory Dwelling Unit.

Modified deed restriction language may be proposed by the City. (Ord. 21-16 § 2, 2021)

17.70.050 Type 3 ADUs: Internal accessory dwelling units with required owner-occupied primary dwelling.

A. *Permitted Use.* Type 3 ADUs shall be considered a permitted use in the RA-1 residential-agricultural zone, R-1 single-household residential zone, R-2 single-household and two-household residential zone, R-3 multi-household residential zone, and R-4 manufactured housing residential zone.

B. *Type 3 ADU Requirements.* The following requirements apply to all Type 3 ADUs:

1. Type 3 ADUs must include the code required bedroom window egress;

2. Type 3 ADUs require one additional on-site parking space; the parking space may be provided in tandem if the existing driveway length exceeds thirty-five feet as measured from the property line;

3. Type 3 ADUs require standard zoning approval on building permit applications, accompanied with a letter of zoning compliance, prior to building permit issuance;

4. Type 3 ADUs are not allowed if the main dwelling is served by a failing septic tank;

5. Type 3 ADUs cannot be rented for a period less than three months;

6. Type 3 ADUs may be constructed with the appropriate International Residential Code regulations determined by State statute for “ADUs”;

7. Type 3 ADUs are not allowed for lots containing a duplex;

8. There is no maximum size for Type 3 ADUs;

9. No more than one Type 3 ADU may be located within a single-household dwelling;

10. Properties with a Type 3 ADU shall remain recorded as one lot. The Type 3 ADU shall not be sold separately from the main home;

11. Accessory dwellings are intended for long-term rental of thirty days or more, to the same individual, and may not be used for nightly rentals;

12. *Deed Restriction.* A deed restriction must be filed with the County Recorder which states:

> 1) A permit for an accessory dwelling was issued to _____, the current owner of this property on _____. The owner shall strictly adhere to the prohibition of the use of the accessory dwelling as nightly or short-term rental.

Modified deed restriction language may be proposed by the City.

2) A permit for a Type 3 ADU, was issued to _____, the current owner of this property on_____. The owner, occupant, and structure shall strictly adhere to the International Residential Code and Moab Municipal Code requirements and regulations for this Type of Accessory Dwelling Unit.

Modified deed restriction language may be proposed by the City. (Ord. 21-16 § 2, 2021)

17.70.060 Enforcement – Revocation of permit.

In addition to any other legal or equitable remedies available to a municipality, a municipality may hold a lien against a property that contains an internal accessory dwelling unit if the owner of the property violates any of the provisions of this section.

A. *Process for Revocation.* If the owner of the property violates any of the provisions of this chapter, the City may revoke the accessory dwelling permit for noncompliance. In addition to any other legal or equitable remedies, Moab City may hold a lien against a property that contains an internal accessory dwelling unit if, as follows:

1. The City provides a written notice of violation;

2. The City holds a hearing and determines that the violation has occurred, if the owner files a timely written objection;

3. The owner fails to cure the violation within the time period prescribed in the written notice of violation;

4. The City provides a written notice of lien with the County Recorder of the county in which the property is located. The written notice of violation shall:

   a. Describe the specific violation;

   b. Provide the owner of the accessory dwelling unit a reasonable opportunity to cure the violation no less than fourteen days after the day on which the City sends notice of violation, if the violation results from the owner renting or offering to rent the internal accessory dwelling unit for a period of less than thirty consecutive days or no less than thirty days after the day on which the City sends the written notice of violation, for any other violation;

   c. State that if the owner of the property fails to cure the violation within the relevant time period, the City may hold a lien against the property in an amount of up to one hundred dollars for each day of violation after the day on which the opportunity to cure the violation expires;

   d. Notify the owner of the property that:

      i. The owner may file a written objection to the violation within fourteen days after the day on which the written notice of violation is postmarked or posted on the property; and

ii. Of the name and address of the municipal office where the owner may file the written objection;

e. Be mailed to the property's owner of record, and any other individuals designated to receive notice in the owner's license or permit records, and be posted on the property;

f. The written notice of lien shall:

i. State that the property is subject to a lien, specify the lien amount, in an amount of up to one hundred dollars for each day of violation after the day on which the opportunity to cure the violation expires;

ii. Be mailed to the property's owner of record and any other individual designated to receive notice in the owner's license or permit record; and

iii. Be posted on the property.

5. If an owner of property files a written objection in accordance with this section the City shall:

a. Hold a hearing in accordance with Chapter 52-4 Utah Code, Open and Public Meetings Act, to conduct a review and determine whether the specific violation described in the written notice of violation under this section has occurred; and

b. Notify the owner in writing of the date, time, and location of the hearing. The hearing notice shall be sent no less than fourteen days before the day on which the hearing is held;

6. If an owner of property files a written objection the City may not record a lien until the City holds a hearing and determines that the specific violation has occurred;

7. If the City determines at the hearing that the specific violation has occurred, the City may impose a lien in an amount of up to one hundred dollars for each day of violation after the day on which the opportunity to cure the violation expires, regardless of whether the hearing is held after the day on which the opportunity to cure the violation has expired;

8. If an owner cures a violation within the time period prescribed in the written notice of violation, the City may not hold a lien against the property, or impose any penalty or fee on the owner, in relation to the specific violation described in the written notice of violation;

9. A municipality that issues a permit or license to an owner of a primary dwelling to rent an internal accessory dwelling unit, or a building permit to an owner of a primary dwelling to create an internal accessory dwelling unit, may record a notice in the office of the Grand County Recorder. The notice shall include:

a. A description of the primary dwelling;

b. A statement that the primary dwelling contains an internal accessory dwelling unit; and

c. A statement that the internal accessory dwelling unit may only be used in accordance with the municipality's land use regulations;

d. The municipality shall, upon recording the notice described, deliver a copy of the notice to the owner of the internal accessory dwelling unit. (Ord. 21-16 § 2, 2021)

The Moab Municipal Code is current through Ordinance 26-15, passed July 28, 2026.

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City Website: moabcity.org
City Telephone: (435) 259-5121

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Chapter 17.71
GUEST APARTMENTS

Sections:

17.71.010 Guest apartment defined.
17.71.020 Existing guest apartments in R-3 and R-4 zones.
17.71.030 Guest apartments and short-term boarding houses not a permitted use.
17.71.040 Enforcement.

17.71.010 Guest apartment defined.

“Guest apartment” means a structure whose original purpose was that of a multiple-household dwelling unit of two or more household units such as a two-household dwelling, triplex, four-plex or other apartment-type complex and currently rented on a short-term basis (less than thirty days). (Ord. 19-13 § 21 (part), 2019; Ord. 91-08 (part), 1991)

17.71.020 Existing guest apartments in R-3 and R-4 zones.

This chapter shall not apply to multiple-household dwellings of apartment houses that have converted to guest apartments in the R-3 and R-4 zones and have a current business license prior to the effective date of the ordinance codified in this chapter. (Ord. 19-13 § 21 (part), 2019; Ord. 91-08 (part), 1991)

17.71.030 Guest apartments and short-term boarding houses not a permitted use.

No license shall be issued for guest apartments, and the future conversion of apartments to guest apartments shall not be a permitted use in any residential zone. Short-term boarding and rooming houses shall not be a permitted use in residential zones. (Ord. 91-08 (part), 1991)

17.71.040 Enforcement.

All violations of this chapter are classified as Class B Misdemeanors, punishable by a fine not to exceed one thousand dollars or by imprisonment in the county jail for a period not to exceed six months, or by both such fine and imprisonment. Each day of violation or noncompliance shall constitute a separate offense and may be prosecuted accordingly. (Ord. 91-08 (part), 1991)

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3.50.180 Civil code violation penalties (maximum fines noted).

Building code violation	$500.00/infraction
Illegal use of vehicle as dwelling	$650.00/day/infraction
Nuisances – generally	$500.00/day/infraction
Solid waste	$500.00/infraction and all costs associated with legal fees and cleanup
Weed abatement	$500.00/day/infraction
Unlawful parking, idling, or camping	$120.00/infraction or 24-hour period
Illegal stormwater system dumping	$1,000.00/day/Class B misdemeanor
Grease trap – installation and/or maintenance compliance	$1,000.00/day/Class B misdemeanor
Violation – building code	$1,000.00/day/Class B misdemeanor
Signs – prohibited signs	$250.00/infraction
Illegal subdivision	$650.00/infraction
Debris abatement	$500.00/infraction
Chickens – prohibited uses	$250.00/infraction
Construction without permit, investigation fee	Double permit fee
Storage of junk and debris	$650.00/day/infraction
Mobile home parks – failure to maintain common areas, landscaping, and/or improvements	City and its contractors may complete this work and charge all costs (plus 10% administration) to property owner including, but not limited to, labor costs and attorney's fees
Land use violations	$650.00/day/infraction
Noise	$650.00/day/infraction
Residential area regulations	$650.00/day/infraction
Zoning violations generally	$1,000.00/violation/Class B misdemeanor

Business license – noncompliance	200% of license fee/violation
Business license – home occupation noncompliance	$50.00/violation
Illegal short-term rental	$750.00/day/infraction
Signs – prohibited signs	$250.00/infraction
Burning prohibited	$500.00/day/infraction
Nuisance – abate	City and its contractors may abate the nuisance and charge all costs (plus 10% administration) to property owner including, but not limited to, labor costs and attorney's fees
Miscellaneous fines and/or penalties	As directed in specific code sections (to be used until code revision is completed and adopted)
Water shortage violation at Stage 3 – Warning	$250.00/infraction up to $750.00
Water shortage violation at Stage 4 – Critical	$750.00/infraction up to $2,250.00
Water shortage violation at Stage 5 – Emergency	$1,000.00/infraction up to $3,000.00

(Ord. 26-06 Att. A, 2026; Ord. 25-18, 2025; Ord. 24-04 Att. A, 2024; Ord. 23-11 Att. A, 2023; Ord. 22-06 Att. A, 2022; Ord. 20-07 Att. A (part), 2020; Ord. 19-24 Att. A (part), 2019)

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Chapter 5.67
NIGHTLY RENTAL LICENSES

Sections:

5.67.010 Definitions.
5.67.020 Licenses – Required.
5.67.025 License fee.
5.67.030 Application.
5.67.040 Renewal – Term.
5.67.050 Grounds for denial.
5.67.060 Appeal of denial.
5.67.065 Assignment prohibited, application upon transfer.
5.67.070 License revocation, grounds.
5.67.080 Revocation procedure, right to cure.
5.67.090 Penalties.
5.67.100 General operating standards.

5.67.010 Definitions.

For purposes of this chapter:

A. "Agent" means any legally authorized entity acting on behalf of a property owner, including but not limited to a property manager, a property management company, an executor of the owner's estate, or other legal fiduciary.

B. "Nightly rental," also called "short-term rental," means:

1. The use, occupancy, rent or lease, for direct or indirect remuneration, of a structure or any portion thereof, constructed for single household or multi-household occupancy, or of any other residential property, or residential property within a commercial building, for a term of thirty consecutive days or less.

2. The commercial use, by any person, of residential property, or residential property within a commercial building, for hostel, hotel, inn, lodging, motel, resort or other transient lodging uses, where the term of occupancy, possession or tenancy of the property is for a term of thirty consecutive days or less.

3. For the purposes of this section, "remuneration" means compensation, money, rent, or other bargained-for consideration given in return for occupancy, possession or use of real property.

4. For purposes of this section, "nightly rentals" shall include bed and breakfasts. (Ord. 19-11 § 1 (part), 2019; Ord. 19-08 § 1 (part), 2019; Ord. 18-15 § 2, 2018)

5.67.020 Licenses – Required.

A. No person shall operate or engage in any nightly rental activity within the City of Moab without first obtaining and maintaining a valid nightly rental business license as required by Chapter 5.04.

B. Each owner of property within the City of Moab that is being used as a nightly rental must obtain a nightly rental license. An owner may allow his or her agent to apply for and obtain the nightly rental license; however, the license shall be in the property owner's name, and filed under the property owner's name in the City license records.

C. An individual owner who owns multiple nightly rental properties must obtain a separate license for each nightly rental property, and may list up to four nightly rental property locations on one license application. A nightly rental business license fee will be assessed for each property location. Sales tax for each location must be reported and remitted to the Utah State Tax Commission as per current state regulations and requirements. Property managers and property management companies may not include multiple nightly rental properties in one license.

D. If an owner of a nightly rental is using a D.B.A., that D.B.A. must be registered with the Utah Department of Commerce.

E. The owner shall be the licensee, but the property manager or local representative, if applicable, shall be deemed the responsible party for purposes of operating standards and management standards. (Ord. 19-11 § 1 (part), 2019; Ord. 19-08 § 1 (part), 2019; Ord. 18-15 § 2, 2018)

5.67.025 License fee.

From time to time, the City Council may establish license fees for nightly rentals operating within the City limits. Fees shall be based on the total number of bedrooms in each nightly rental. (Ord. 19-11 § 1 (part), 2019; Ord. 19-08 § 1 (part), 2019; Ord. 18-15 § 2, 2018)

5.67.030 Application.

A. The application for a nightly rental license shall include all of the items outlined in Section 5.04.030. Sales tax registration, reporting and remittance for each location must be in accordance with current Utah State Tax Commission regulations and requirements.

B. The applicant must show that the facility meets minimum performance standards as specified below in general operating standards.

C. An inspection by the Building Inspector, Fire Chief and Health Department shall be required prior to issuance of a license and as often as necessary for enforcement of this chapter. The plans and the property itself must be

approved by the Building Inspector, Fire Chief and Health Department prior to issuance of a license. (Ord. 19-11 § 1 (part), 2019; Ord. 19-08 § 1 (part), 2019; Ord. 18-15 § 2, 2018)

5.67.040 Renewal – Term.

The license for a nightly rental property shall be renewed annually on July 1st, if all the conditions required at the time of the initial approval remain unchanged. (Ord. 19-11 § 1 (part), 2019; Ord. 19-08 § 1 (part), 2019; Ord. 18-15 § 2, 2018)

5.67.050 Grounds for denial.

An application for a nightly rental license may be denied for any of the grounds listed in Section 5.04.040, or for a failure to fulfill any of the application requirements. (Ord. 19-11 § 1 (part), 2019; Ord. 19-08 § 1 (part), 2019; Ord. 18-15 § 2, 2018)

5.67.060 Appeal of denial.

An appeal of a denial of a nightly rental business license shall follow the appeals procedure specified in Section 5.04.050. (Ord. 19-11 § 1 (part), 2019; Ord. 19-08 § 1 (part), 2019; Ord. 18-15 § 2, 2018)

5.67.065 Assignment prohibited, application upon transfer.

A. No license issued under this chapter may be assigned or transferred to any person or entity not named therein; nor shall any license be assigned or transferred to another nightly rental property, whether owned by the named licensee or by another person or business entity.

B. Upon the sale, conveyance, or transfer of a nightly rental property, the new owner or transferee shall, within ten business days of completion of the conveyance or sale, apply for a new nightly rental license, if he/she intends to operate a nightly rental on the premises. (Ord. 19-11 § 1 (part), 2019; Ord. 19-08 § 1 (part), 2019; Ord. 18-15 § 2, 2018)

5.67.070 License revocation, grounds.

A nightly rental license may be revoked for any of the grounds listed in Section 5.04.080, or for a violation of any of the operating standards or management standards set forth below. (Ord. 19-11 § 1 (part), 2019; Ord. 19-08 § 1 (part), 2019; Ord. 18-15 § 2, 2018)

5.67.080 Revocation procedure, right to cure.

The revocation procedure and appeal process shall follow the procedures outlined in Section 5.04.090. (Ord. 19-11 § 1 (part), 2019; Ord. 19-08 § 1 (part), 2019; Ord. 18-15 § 2, 2018)

5.67.090 Penalties.

A. Any owner and/or property manager of a dwelling within the City of Moab who allows or permits occupation of said dwelling as a nightly rental, as defined herein, without having first obtained a business license in accordance with the provisions of this chapter shall be guilty of a Class A misdemeanor. The fine for a Class A misdemeanor shall be imposed for each day that the violation continued or continues to be committed.

B. Any other violation of this chapter may be punishable, at the election of the City, as a Class A misdemeanor, as defined under the Utah Code, or by civil action to enjoin or abate the violation. The fine for a Class A misdemeanor shall be imposed for each day that the violation continued or continues to be committed. Proof of a violation of this section shall be sufficient to obtain an injunction. In the event of civil enforcement, the City may recover its reasonable attorney fees and court costs against the violator. (Ord. 19-11 § 1 (part), 2019; Ord. 19-08 § 1 (part), 2019; Ord. 18-15 § 2, 2018)

5.67.100 General operating standards.

Nightly rentals may be allowed where the applicant can show evidence of compliance with the standards and procedures outlined below, and where there is minimal impact on adjacent properties and neighborhoods.

A. No license shall be granted for a nightly rental operation unless allowed as a land use in the underlying zoning district(s) in which it operates.

B. The nightly rental must meet all applicable building, health and fire codes for the intended use.

C. A maximum stay at a nightly rental by an individual or particular group shall not exceed thirty consecutive days.

D. Maximum occupancy of any nightly rental shall be ten persons at any one time. If, however, the property has a fire sprinkler system or other fire suppression system acceptable to the Moab Fire Chief, and the owner obtains written approval from the Fire Chief, a greater maximum occupancy may be approved by the City Treasurer.

E. Each sleeping room must be equipped with smoke and CO (carbon monoxide) detectors.

F. All nightly rental owners or property managers must collect and pay the applicable State transient room tax, State sales tax, City resort communities sales tax, City municipal transient rooms tax, and pay the City business license fee.

G. Water and sewer impact fees for nightly rentals shall be calculated pursuant to Chapter 13.25.

H. Water and sewer rates for nightly rentals shall be calculated according to the rate formulas contained in Chapter 13.24.

I. The owner or property manager shall provide information on current or past occupants to police, emergency, or City personnel as requested. The owner or property manager shall respond to complaints and concerns within one hour of any phone call or other notification. Failure of the owner or property manager to respond in a timely manner may result in a violation and possible fines to the owner and/or property manager, or revocation of the nightly rental license. (Ord. 19-11 § 1 (part), 2019; Ord. 19-08 § 1 (part), 2019; Ord. 18-15 § 2, 2018)

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17.71.030 Guest apartments and short-term boarding houses not a permitted use.

No license shall be issued for guest apartments, and the future conversion of apartments to guest apartments shall not be a permitted use in any residential zone. Short-term boarding and rooming houses shall not be a permitted use in residential zones. (Ord. 91-08 (part), 1991)

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17.09.700 Residential short-term rentals prohibited.

Except for accommodations for qualifying participants under Sections 17.06.020 and 17.24.020(A) and bed and breakfast facilities and guest apartments that comply with Chapter 17.70 or 17.71, the short-term rental of dwellings is prohibited in the following zones: A-2, C-1, C-3, C-5, FW, I-1, R&D-1, R-2, R-3, R-4, RA-1, and all other zones where short-term rentals are not listed as a permitted use:

A. For the purposes of this section, “short-term rental” shall be defined as:

1. The use, occupancy, rent or lease, for direct or indirect remuneration, of a structure or any portion thereof constructed for single-household or multihousehold occupancy or of any other residential property for an effective term of thirty consecutive calendar days or less;

2. The commercial use, by any person, of residential property for boarding house, hostel, hotel, inn, lodging, motel, resort or other transient lodging uses where the term of occupancy, possession or tenancy of the property by the person entitled to such occupancy, possession or tenancy for a term of thirty consecutive days or less.

B. For the purposes of this section, “remuneration” means compensation, money, rent, or other bargained for consideration given in return for occupancy, possession, or use of real property. (Ord. 24-03 § 1(3), 2024)

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§ 152.046 ACCESSORY BUILDINGS, STRUCTURES AND USES.

(A) *Purpose.* The purpose of this section is to identify and regulate accessory buildings, structures and uses in all zoning districts that are incidental and customarily subordinate to principal uses.

(B) *Establishment of accessory buildings, structures and uses.*

(1) All principal uses allowed in a zoning district shall be allowed to include the accessory buildings, uses, structures, and activities typically associated with the use as described in the principal uses definition provided in §§ 152.035 through 152.037, unless otherwise specifically prohibited within this section.

(2) Accessory buildings, uses or structures not specifically defined within this code, shall be subject to §§152.026(C)(7) and 152.027(C)(7).

(3) No accessory building, structure, use or conditional use, shall be erected or permitted on any lot or parcel until the principal building or use has been established or erected; unless both are being established and erected simultaneously.

(C) *General development standards for accessory buildings, structures and uses.*

(1) Unless otherwise expressly stated, accessory buildings, structures and uses are subject to the same lot and building regulations as principal uses and buildings.

(2) Accessory structures and uses should be similar in color to the principal structure.

(3) Accessory buildings and structures, except for accessory dwelling units defined in §152.046(F)(1), shall not be used for living or sleeping quarters.

(4) If the principal building or use is destroyed, removed or ceases to exist, the utilization of the accessory building or use shall no longer be allowed.

(5) In the case of any conflict between the accessory building, use or structure standards of this section and any other requirement of this code, the more restrictive standards shall control.

(D) *Location standards for accessory buildings, structures and uses.*

(1) Accessory uses and structures must be operated and maintained under the same ownership and located on the same lot as the principal use to which they are accessory, unless otherwise expressly stated.

(2) Accessory buildings, uses or structures shall not be erected in any right-of-way, easement, or required street side or front yard setback.

(3) No accessory building or structure shall be located within six feet if fire rated, and ten feet if not fire rated of the site's principal building. If attached by any part of a common wall or covered roof to the principal building, said accessory building or structure shall be deemed a part of the principal building and shall conform to the development standards of the principal building.

(4) Accessory structures may be attached or detached from the principal building in accordance with all applicable building and fire codes.

(5) The accessory building, structure or use shall have a setback of at least three feet if fire rated and five feet if not fire rated from every side and rear property line, except that the setback shall be the same as required for the zoning district where the principal building is located when the accessory building or structure exceeds 15 feet in height.

(a) *Exceptions.* The following structures are exempt from the setback requirements:

1. Movable structures, for single-family residential lots, such as children's play equipment, trash enclosures, tool sheds, and pet shelters may be placed within a required rear or side yard setback without limitation on location, provided in no event shall the roof of said structures be designed to allow water to drain onto adjacent property.

(6) In the RE-1A and RE-2A zoning districts, the accessory building, use or structure shall have a setback of at least three feet if fire rated and five feet if not fire rated from the side and rear property lines, or the front setback if allowed to locate in the required front yard.

(E) *Size standards for accessory buildings and structures.*

(1) The maximum gross floor area of any accessory building or structure shall not exceed that of the principal building. This provision shall not apply in the RE-1A and RE-2A, Commercial or Industrial Zoning Districts.

(2) The sum area of all principal and accessory buildings/structures shall not exceed the maximum lot coverage requirements established by this code.

(F) *Additional standards for specific accessory buildings, structures and uses.*

(1) *Accessory dwelling unit detached (ADU).*

(a) No more than one detached ADU may be located on any residential lot.

(b) A detached ADU shall be permitted in any residential zoning district where the lot has a minimum of 6,000 square

feet or more in area, the lot coverage maximum is not exceeded by all structures, all required setbacks are met, and the minimum distance from other structures is adhered to due to the fire rating of structures. For attached dwelling units see Duplexes and Multi-family development standards. The ADU exterior design shall be compatible with the principal building, as approved by the Director or designee.

(c) Mobile and manufactured homes and recreational vehicles shall not be used as accessory ADUs.

(d) The ADU and the principal residence shall share the same utility meters.

(e) At least one additional off-street parking space shall be provided for each ADU.

(2) *Watchman's quarters (WQ).* In order to provide increased security within the industrial zoning districts a watchman's quarters (WQ) may be provided as an accessory use under the following conditions:

(a) WQs shall only be permitted within the BP, SC and IP zoning districts subject to approval of a conditional use permit. Before granting a CUP, the Council shall determine there is a direct link to the principal use and there is a bona fide need for the increased residential presence. Additional conditions of approval beyond those listed in this section may be required to ensure compatibility with adjacent uses;

(b) The WQs must clearly be accessory to the principal use, which must also be active at the time of CUP application and approval;

(c) Only one WQ per lot shall be permitted;

(d) WQs shall be attached and an integral part of the principal building and may not exceed 40% of the total building floor area, with a maximum quarter's size of 1,000 square feet;

(e) WQs shall meet fire code, residential building code and any other applicable codes or regulations;

(f) A WQ shall consist of separate sleeping, kitchen, and bathroom facilities, and shall not be considered an accessory dwelling unit;

(g) There shall be no payment of rent by the occupant of the quarters;

(h) The WQs and principal building shall share utility meters;

(i) At least one additional off-street parking space shall be provided for a WQ; and

(j) If principal building or use is destroyed or ceases to exist, use of the WQ shall also cease.

(3) *Store/stay quarters (SSQ).*

(a) SSQ shall only be permitted for individual storage spaces located within an indoor storage (boat, RV) facility in the C-2 and SC zoning districts subject to approval of a conditional use permit.

(b) A SSQ conditional use permit shall only be issued to the owner of the storage facility.

(c) SSQs shall only be used by the storage facility owner, family member, or a registered lessee.

(d) SSQs shall not be occupied more than 120 days per calendar year.

(e) SSQ shall not exceed 25% of the storage unit's gross floor area, with a maximum SSQ size of 800 square feet.

(f) SSQs shall not at any time be used as a vacation rental, or any other type of rental.

(g) SSQs shall meet fire and building codes and any other applicable codes or regulations.

(h) Owner shall sign an acknowledgement that the use is in a non-residential zoning district, in which there may be noise and traffic commonly associated with service type commercial uses.

(i) Any additional parking needs shall be provided off-street.

(j) There shall be no outdoor yard, patio, deck, or living space.

(k) The exterior of all SSQs, buildings and individual units shall be clearly marked with a city-provided address to city specifications.

(4) *Employee/contractor quarters (ECQ).*

(a) ECQs shall only be permitted as an accessory use in Service Commercial (SC) and Industrial Park (IP) Districts subject to the approval of a conditional use permit.

(b) ECQs shall be provided by the employer only and operated in direct connection with the principal use, which must be active at the time of CUP application and approval. ECQs shall not be converted to any other use without prior approval of an amendment to the CUP.

(c) ECQs shall not ever be used as a vacation or any other type of rental.

(d) ECQs shall meet fire and building codes and any other applicable codes or regulations.

(e) The minimum floor area used for sleeping purposes shall be 50 square feet for each occupant.

(f) At least one additional parking space per unit or three beds, whichever is more, shall be provided.

(g) ECQ shall be occupied for less than six months per calendar year.

(h) If the principal use is destroyed, removed or ceases to exist, the use of the ECQ shall also cease.

(5) *Cargo containers.*

(a) Please note: this section does not prevent the use of cargo containers for construction. Refer to the building code for allowed building materials.

(b) Cargo containers are permitted as an accessory use in Community Commercial (C-2), Service Commercial (SC), Industrial Park (IP) and Airport Property subject to the following conditions:

1. A building permit shall be obtained prior to installing a cargo container as a permanent accessory use. Temporary placement and use of cargo containers by licensed contractors for transport and temporary storage in conformance with permitted uses does not require a building permit.

2. Cargo containers shall be located on the side or rear of the principal building and must meet all development standards for the applicable zoning district and all applicable fire and building codes.

3. Cargo containers may not occupy any required off-street parking spaces except for temporary use during permitted construction activities.

4. Cargo containers may not be stacked, except when used for cargo purposes in the IP District.

5. Cargo containers shall not be connected to any utilities, without approval from the city.

6. Cargo containers shall be painted in an earth tone color, shall not be used for advertisement, and shall be screened from public view with landscaping or an opaque screen wall/fence, as determined by the Director.

7. Containers designed for storage that appear to be cargo containers, but don't meet the specifications for commercial shipping, packing or transportation of freight, shall comply with the requirements of this section.

(6) *Domesticated animals.*

(a) Permitted in any zone: The keeping, in connection with each permitted dwelling, of not more than three pets, such as dogs, cats, and similar household pets, exclusive of animals under the age of six months, and exclusive of birds, fish and other pets which are always kept within a fully enclosed building or accessory building and which do not create odor or sound beyond the property boundaries.

(b) The keeping of large livestock is allowed in the RE-2A and RE-1A zoning districts. Large livestock shall be limited to four animals per acre. Any shelter, stables, stalls, corrals, or pens for the animals shall adhere to the same development standards as required for the principal use in the applicable zoning district.

(c) Chicken hens and pullet are allowed in all residential zoning districts subject to any applicable health, sanitation, and nuisance laws. Roosters shall only be allowed in the RE-2A and RE-1A zoning districts. Chickens shall be kept within enclosed coops, pens, or cages that comply with all applicable accessory provisions of § 152.046. All lots under 10,000 square feet shall be limited to no more than five chickens per lot. Water used to clean coops, pens, or cages shall not be allowed to flow onto adjacent properties.

(d) Places where animals are kept shall be maintained so that flies, insects, vermin, rodents, odors, ponded water, the accumulation of manure, garbage, refuse or other noxious material does not disturb the peace, comfort, or health of any person.

(e) No person shall keep or maintain any poisonous reptile, or dangerous, carnivorous, wild exotic animal without having approval from the Arizona Game and Fish Department and meeting all county and city animal control regulations.

(7) *Home occupations (HO).* A HO shall be considered a permitted accessory use in all residential zoning districts provided they don't change the character of the surrounding residential area by generating more traffic, noise, odors, visual impacts, or storage of materials than would normally be expected in a residential neighborhood, and it complies with the following guidelines:

(a) All HOs shall be clearly incidental and subordinate to the principal use of the property as a residential home. A city business registration shall be maintained annually for the HO use.

(b) Each dwelling unit shall be limited to one permitted HO. Any additional HOs shall require a conditional use permit.

(c) All HOs shall be conducted entirely from within the principal residence or enclosed and approved accessory buildings, except for HOs that require the use of accessory structures as allowed within the subject zoning district (i.e. the use of swimming pools for swimming lessons, play structures for day care, or horse corrals for horseback riding lessons) as long as they do not create any type of nuisance for neighboring properties.

(d) Areas devoted to the HO use shall maintain a residential character and appearance.

(e) There shall be no employees of the HO other than persons residing in the dwelling unit where the HO is

conducted.

(f) There shall be no external evidence of the HO such as increased traffic, noise, dust, odors, fumes, vibration, electrical interference or fluctuation or other nuisances discernible beyond the property lines than would normally be experienced in a residential neighborhood.

(g) A HO shall not be conducted in a way that is perceptible beyond the property lines between the hours of 8:00 p.m. and 6:00 a.m., to include any loading/unloading of vehicles on the property or nearby street or alley that causes noise to adjoining residents.

(h) There shall be no use of show windows, business display or advertising visible from the exterior of the building, except as is specifically permitted in § 152.058, that indicates the premises are being used in part for any purpose other than a dwelling.

(i) The HO shall not result in excess generation of solid waste or use of utilities and public facilities in amounts greater than normal for residential use.

(j) Any parking incidental to the HO shall be provided only in the residential driveway, subject to compliance with the off-street parking requirements of § 152.056.

(k) The HO shall not park or store more than two vehicles having a gross vehicle weight over 10,000 pounds on the lot or adjacent streets at any time. However, in the RE-2A and RE-1A zoning districts, the parking and storage of up to two vehicles, directly related to the HO, with a gross vehicle weight of more than 10,000 pounds shall be allowed within a fully screened side or rear yard.

(l) Storage of goods and materials necessary for the HO shall be fully enclosed within a building or structure.

(m) The following are examples of uses which would be acceptable as a HOs provided they comply with the above regulations:

1. Home offices with little or no client visits to the home;

2. Catering for off-site consumption;

3. Personal services such as a beauty shop, barbershop, and seamstress;

4. Artists, sculptors, jewelry makers, and composers not selling their artistic product to the general public on the premises;

5. Fine arts lessons (music, art, crafts, dance), tutoring and swimming lessons;

6. Tax preparation;

7. Online businesses, computer programing and software development; and

8. Day care (maximum of four persons).

(n) A HO shall not include, but shall not be limited to, the following uses:

1. Medical offices, clinics, and laboratories, except for psychologists, speech therapists, acupuncturists, and other professionals with one-on-one counseling, therapy, or treatment that do not exceed six clients within 24 hours;

2. Motor vehicle sales, repair, painting, storage, restoration or conversion, engine repair or similar uses conducted outside and/or on vehicles not registered to a person currently residing at the home;

3. Veterinarian office or animal care kennels or boarding facilities. Except in the RE-2A and RE-1A zoning districts such uses may be permitted by conditional use permit;

4. Welding or machine shop;

5. Restaurants; or

6. Body piercing and/or tattoo studio.

(o) Complaints by local residents may be cause for termination of the home occupation.

1. All complaints or violation of the above conditions shall be registered with the City Code Compliance Officer and reviewed by the Director.

2. The burden of proof shall be upon the HO owner to prove that the standards of this section are being met, especially regarding possible nuisances and traffic.

3. If appropriate measures cannot be undertaken to mitigate the complaint or violations, the Director may determine that a particular type or intensity of use is unsuitable to be a HO and require termination of the use. Appeals of the Director's decision can be made to the Board of Adjustment.

(8) *Outdoor display and sales.*

(a) Outdoor display and/or sale of merchandise may be allowed as an accessory use for all commercial, mixed-use

and industrial uses, provided that the display meets the following guidelines and regulations:

1. Outdoor display and/or sale areas shall be clearly defined on a site plan and approved by the Director and may be subject to appropriate conditions by the Director to ensure compliance with the provisions herein.

2. *Exceptions.* A permanent outdoor retail display area which is an integral part of a business, including but not limited to, garden centers and auto, boat, and RV dealership display lots shall obtain site plan approval with all applicable development/improvements.

(b) Shall be a fixed location that does not encroach upon or disrupt the normal function of the site or its circulation, or the required driveways, landscaped areas, parking lots, sidewalks, loading zones, or fire lanes. Displays shall not obstruct any entrance to a building or traffic safety sight areas or otherwise create hazards for pedestrian or vehicular traffic.

(c) Display/sale of goods shall not be in any public right-of-way.

(d) Shall directly relate to a business occupying the same site, and shall display only goods of the primary business, unless associated with a non-profit organization.

(e) Shall be limited to the business hours of operation and be portable and removed from public view at the close of each business day, unless otherwise permitted through the site plan review process.

(f) No merchandise shall be affixed to the exterior of a building or displayed to impede or interfere with the reasonable use of the store front windows for display purposes.

(g) Shall be managed so that display structures and goods are always maintained in a clean and neat condition, and in good repair.

(h) All signage shall adhere to § 152.058.

(9) *Outdoor storage.* Outdoor storage associated with a commercial on-site primary use is permitted subject to the following conditions; however, the provisions of this section shall not apply to outdoor storage associated with industrial or agricultural uses:

(a) Storage areas must be fully screened from view by an opaque fence or concrete/masonry block wall no less than six feet, but no more than eight feet in height. A landscaped earthen berm may be used instead of or in combination with a required fence or wall;

(b) The storage area screen fence/wall shall incorporate exterior colors and/or finishes to match the primary building;

(c) Stored materials shall not exceed the height of the lowest screen fence/wall, except as provided elsewhere in this chapter;

(d) Storage area gates must be opaque;

(e) Storage areas shall be paved with concrete, asphalt, pavers, or gravel;

(f) Storage areas shall not be located within a required off-street parking or loading area; and

(g) No storage of any items may occur within the front or street side yard building setback.

(10) *Outdoor musical entertainment.* Outdoor musical entertainment is permitted in non-residential zones subject to the following:

(a) A business or property desirous of providing outdoor musical entertainment shall be required to obtain a conditional use permit, which for this use is only applicable to the specific business/property identified and shall not be transferable. A new conditional use permit shall be obtained if the business/property is sold, leased, or conveyed by the permittee; or if the permittee moves to a new location, where a new CUP would then be required.

(b) Outdoor musical entertainment conditional use permits shall be subject to an annual review, based on the initial approval date, to ensure the use is conducted in accordance with all terms, conditions and restrictions of this chapter, the approved CUP or any other applicable laws. If the use is found to be in compliance, the CUP is allowed to continue. Any use found to be in violation of the terms, conditions, or restrictions of this chapter, the CUP or any other applicable laws shall be subject to revocation and scheduled for a formal public hearing in accordance with §§ 152.058 through 152.096. Following the formal public hearing process, the City Council may elect to renew, renew with additional stipulations, or revoke the CUP.

(c) Amplified outdoor musical entertainment, live or recorded, shall not be permitted within 600 feet of a single-family residentially zoned property and all stages and amplification devices shall also be pointed to direct sound away from any residential uses.

(d) Outdoor musical entertainment will not be permitted within public rights-of-way.

(e) Outdoor musical entertainment will be limited to the hours of 8:00 a.m. to 11:00 p.m.

(f) No retail or wholesale over-the-counter sale of goods or products are permitted to be sold in conjunction with the entertainment, other than the products or service being provided by the permitted business, unless accompanied by an Arizona Transaction Privilege Tax License.

(g) Outdoor exhibitions or shows will not use any flammable or explosive items, fireworks, electronic light displays, or laser-operated device, without first being permitted in advance for such use by the City Fire Department.

(h) Outdoor musical entertainment shall be restricted to music or singing which is not excessive or disturbing to the community as prescribed by § 130.10.

(i) If the sound is of sufficient volume and duration that it would cause discomfort or annoyance to a reasonable person of normal sensitivities, such volume and/or durations shall be prohibited.

(11) *Outdoor vehicle parking and storage.* The intent of outdoor vehicle parking and storage standards is to protect the health, safety, and welfare and ensure neighborliness and aesthetic quality for the local residents and business owners in accordance with the following standards:

(a) *Non-Residential Districts.* The on-site outdoor storage of any personal vehicles, commercial vehicles, a boat and trailer, recreation vehicle, motor home, truck tractor, semi-trailer, trailer or equipment of a similar nature when it is not associated with the business of the property shall be prohibited in the front setback area. Storage of such personal vehicles is permissible in an interior side or rear yard when screened by an opaque six foot tall fence, wall or landscape barrier.

(b) *Residential Districts.*

1. No person shall store any vehicle not owned or leased by that person or a member of that person's family, or household, on any residentially zoned property.

2. In all residential districts, it shall be prohibited for any person to park or store any personal vehicle having a gross vehicle weight rating (GVWR) exceeding 14,000 pounds, except:

a. Temporary parking, not to exceed 72 hours, is permitted for the purpose of delivery or the loading/unloading of household or permitted home occupation related goods;

b. There shall be no GVWR limit for any personal vehicle parked in the side, street side, or rear yard setback area when screened by an opaque six foot tall fence, wall, and/or landscape barrier;

c. Parking and storage of recreational vehicles shall be subject to §152.046(F)(14); and

d. Parking in residential districts shall also be subject to §152.056(J).

3. In all residential districts, parking, but not storage in excess of 72 hours, of a commercial vehicle shall be limited to one commercial vehicle with a maximum GVWR of 14,000 pounds in the front yard setback area.

(12) *Vehicle service.* No person shall dismantle, repair, restore or otherwise perform any work on any vehicle, machine, motor, or similar device not owned or leased by that person or a member of that person's family, or household, on any property in a residential district. In addition, any work performed beyond basic maintenance (tune-ups, sendee of fluids, replacement of minor parts) shall be:

(a) Incidental to a permitted use and wholly within a wholly enclosed garage or carport, except lots located in Blocks 55-80 and 92-93, but not including Block 75A, shall be permitted on a paved surface; or

(b) Completely within a paved concrete, asphalt, pavers, or gravel area wholly enclosed from the view of surrounding properties and rights-of-way by a solid structural barrier, either an enclosed building or a six foot high wall or fence of ornamental block, brick, wood, or any combination thereof.

(13) *Inoperable or unregistered vehicles.* Any personal, commercial and/or personal recreational vehicles, motor homes, utility trailers, camp trailers, boats and similar equipment which is inoperable and/or unregistered shall be parked or stored consistent with the following standards:

(a) Parking of operable vehicles, trailers, and vessels with registration expired three months or less is permissible under a carport, in a garage, or in an interior paved concrete, asphalt, pavers, or gravel side yard or rear yard area when screened by an opaque six-foot-tall fence, wall or landscape barrier. No parking of inoperable or unregistered vehicles shall be allowed in the required front or street side yard setback.

(b) Inoperable vehicles, trailers, and vessels and/or those vehicles, trailers, and vessels with registration expired for a period greater than three months shall be stored in a garage or an interior paved concrete, asphalt, pavers, or gravel side yard or rear yard area when screened by an opaque six-foot-tall fence, wall or landscape barrier. No parking of inoperable or unregistered vehicles shall be allowed in the required front or street side yard setback.

(14) *Recreational vehicle parking and storage.* The parking and/or storage of recreational vehicles, campers, travel trailers, motor homes, boats and personal recreational vehicles and trailers is permitted on any residential lot, subject to the following:

(a) Such equipment shall adhere to the provisions of §§152.046(F)(11) and 152.056(J).

(b) Parking or storing in a required front or street side yard setback shall be prohibited unless all of the following conditions exist:

1. The vehicle does not exceed a gross vehicle weight rating (GVWR) of 14,000 pounds;

2. The vehicle is parked on the designated driveway that provides direct access to the garage from the street or on

an improved area having an asphalt, concrete, rock, gravel or other similar all-weather surface which is intended for the parking of vehicles;

3. The vehicle does not extend over a sidewalk or street;

4. The vehicle is fully operable and legally registered; and

5. No more than two such vehicles or trailers are parked or stored in the combined front or street side yard setbacks.

(c) There shall be no GVWR limit for any such equipment parked or stored in the side, street side, or rear yard setbacks when screened by an opaque six-foot-tall fence, wall, and/or landscape barrier as approved by the Director. Such equipment shall be parked or stored to maintain a minimum three-foot clearance on at least one side yard for emergency access.

(d) Temporary parking of recreational vchicles/trailers or recreational vehicles that exceed a gross vehicle weight of 14,000 pounds in a required front or side yard setback or driveway is permitted for loading/unloading or repairs for no more than 72 hours within any seven consecutive days. The Director may authorize a longer period if an emergency exists, up to a maximum of five days.

(e) Such equipment shall be prohibited for human occupancy as a permanent residence. Temporary occupancy is allowed for periods of no more than 72 hours within any seven consecutive days. Any temporary occupancy that exceeds this allowed period shall be required to obtain a temporary occupancy permit from the Planning and Zoning Department and shall be limited to four weeks per any 12-month period. See § 152.047 for additional provisions and exceptions.

(f) Such equipment shall not be used for storage of goods, materials, or equipment other than those items considered to be a part of the recreational vehicle or essential for its use as a recreational vehicle.

(15) *Alternative energy systems (AESs).*

(a) AESs, other than utility-scale (major) electrical generating facilities, may be administratively approved as an accessory use within any zoning district, subject to approval of a building permit and meeting any applicable federal, state, county or city regulations.

(b) AESs may be located on a parcel in a manner consistent with all development standards or accessory structure regulations in the respective zoning district in which the parcel is located.

(c) As part of the building permit review process, the Chief Building Official may require that design plans and an engineering report (e.g. mechanical/electrical/structural), prepared and certified by an Arizona licensed professional engineer, be included as a part of the building permit submittal package.

(d) Any part of the AES that creates or generates any nuisance beyond the subject property, including but not limited to any noxious fumes, heat, glare, reflection, flickering, strobing, and/or interference with electronic equipment of any household devices, such as television, radio, computer, internet and/or cell phone reception is prohibited.

(Ord. 648-18, passed 11-28-2018; Ord. 703-23, passed 3-22-2023)

CHAPTER 113: SHORT-TERM RENTAL REGULATIONS

Section

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§ 113.01 PURPOSE.

This chapter is necessary to protect the health, safety and welfare of the public.

(Ord. 753-26, passed 6-24-2026)

§ 113.02 VACATION RENTAL LICENSE REQUIRED; INVALID LICENSE; PENALTIES.

(A) Effective September 1, 2026, no person shall operate a vacation rental or short-term rental as defined in § 152.045(BB) in the city without first having obtained a current vacation rental license from the city and paying the applicable fees. A separate current vacation rental license is required for each house or rental dwelling unit where a vacation rental or short-term rental is operated.

(B) No person shall operate a vacation rental or short-term rental in the city with an expired, suspended or revoked vacation rental license.

(C) Representations or advertisements including online listings that reference the property, house or dwelling unit location within the city is prima facie evidence that a vacation rental or short-term rental is operating in the city.

(D) A violation of this section is a civil offense and shall be punished by a fine of not less than $1,000 per violation. The court shall not suspend any part of any fine required by this section.

(Ord. 753-26, passed 6-24-2026)

§ 113.03 LICENSE FEES.

(A) Every application, including any renewal application, for a short-term rental license under this chapter shall be accompanied by payment of a nonrefundable fee prescribed in the city's then-current consolidated fee schedule.

(B) If the applicant failed to apply for a vacation rental license upon receiving written notice from the city of the requirement to do so, the applicant shall pay an additional $1,000 penalty for every 30-day period the applicant failed to

apply. Any penalty shall be non-refundable. For purposes of this section, written notice includes, but is not limited to, a notice sent by electronic means, United States mail or hand delivered to the physical location of the vacation rental or short-term rental or the address on file with the County Assessor for the property. Written notice is deemed served on the date it is sent by electronic means, hand delivered or, if mailed, on the date it is deposited in the United States mail.

(C) The amount of any license fee and any penalty imposed by the provisions of this chapter shall be deemed a debt to the city. An action may be commenced in the name of the city in any court of competent jurisdiction for the amount of any delinquent license fee and penalties.

(Ord. 753-26, passed 6-24-2026)

§ 113.04 TERM OF LEASE; TRANSFER.

(A) A vacation rental license issued under this chapter shall be valid for a period of one year from the date of issuance unless suspended or revoked.

(B) No license shall be transferable either as to location or as to person.

(Ord. 753-26, passed 6-24-2026)

§ 113.05 APPLICATION FOR LICENSE.

(A) An applicant for a vacation rental license including for a renewal application shall file an application on a form prescribed by the City Manager or designee and contain the following information:

(1) The physical address of the house or dwelling unit to be used as a vacation rental or short-term rental.

(2) The name, address, email and telephone number of the owner of the vacation rental or short-term rental. If the owner is a fictitious person, the name, address, email and phone number of the owner's statutory agent.

(3) The name, address, email and telephone number of the owner's designee, if any. The owner shall certify that the owner's designee is authorized to act upon the owner's behalf.

(4) The name, address, email and 24-hour telephone number of the individual who will serve as the emergency point of contact for the vacation rental or short-term rental. An individual pursuant to this division must be a real person and cannot be a fictitious person.

(5) Agreement by the owner and each designee to comply with all applicable laws, regulations, and ordinances.

(6) The owner and each owner's designee shall attest that they are not registered sex offenders, have not been convicted of any felony act that resulted in death or serious physical injury, and have not been convicted of any felony use of a deadly weapon within the past five years.

(7) Proof of a valid transaction privilege tax license.

(8) If the applicant is an individual, proof of lawful presence in the United States in accordance with A.R.S. §§ 1-502 and 41-1080 unless exempted by A.R.S. § 41-1080(B).

(Ord. 753-26, passed 6-24-2026)

§ 113.06 LICENSE ISSUANCE; DENIAL.

(A) The city shall issue a vacation rental license within seven business days after receipt of a complete application unless grounds for denial exist as follows:

(1) Failure to provide the information required by this chapter;

(2) Failure to pay the required license fee(s) including any penalties;

(3) At the time of application, the owner has a revoked or suspended license for the same vacation rental or short-term rental or any of the following applies: (a) one violation at the short-term rental that resulted in or constituted any of the offenses described in § 113.09; or (b) three violations of this chapter at a short-term rental within the city within a 12-month period, not including an aesthetic, solid waste disposal or vehicle parking violation that is not also a serious threat to public health and safety;

(4) The applicant has provided false information;

(5) The owner or designee of the owner: (i) is a registered sex offender; (ii) has been convicted of any felony act that resulted in death or serious physical injury; (iii) or has been convicted of any felony use of a deadly weapon within five years of submitting the application; and

(6) Any grounds for revocation or suspension of a vacation rental license exist for the specific license application.

(B) The City Manager or designee shall give notice of any denial of an application, and the right of appeal from the denial, as provided for in this chapter.

(Ord. 753-26, passed 6-24-2026)

§ 113.07 LICENSE REVOCATION.

The City Manager or designee shall immediately revoke a license if any grounds for denial exist for a vacation rental license that already has been issued.

(Ord. 753-26, passed 6-24-2026)

§ 113.08 REAPPLICATION AFTER DENIAL OR REVOCATION.

No person who has had a vacation rental license denied or revoked pursuant to this chapter may apply for another vacation rental license for one year at that same property after the decision affecting the applicant's license has become final. At the time of sustaining a denial, the hearing officer may reduce in whole or in part the one-year period described above in this section, if the denial was based on a good faith failure to provide complete information pursuant to § 113.06(A)(1) or failure to pay the required license fee(s) and any penalties provided that the applicant has paid all required fees and penalties by the time of the denial hearing.

(Ord. 753-26, passed 6-24-2026)

§ 113.09 LICENSE SUSPENSION; TERM OF SUSPENSION.

(A) The City Manager or designee shall initiate suspension proceedings against a vacation rental license for any of the following:

(1) Three verified violations within a 12-month period, not including any such violation based on an aesthetic, solid waste disposal or vehicle parking violation that is not also a serious threat to public health and safety.

(2) One verified violation that results in or constitutes any of the following:

(a) A felony offense committed at or in the vicinity of a vacation rental or short-term rental by the owner of the vacation rental or short-term rental or by the owner's designee;

(b) A serious physical injury or wrongful death at or related to a vacation rental or short-term rental resulting from the knowing, intentional or reckless conduct of the owner of the vacation rental or short-term rental or the owner's designee;

(c) An owner of the vacation rental or short-term rental or the owner's designee knowingly or intentionally housing a sex offender, allowing offenses related to adult-oriented businesses, sexual offenses, or prostitution, or operating or maintaining a sober living home; or

(d) An owner of the vacation rental or short-term rental or the owner's designee knowingly or intentionally allowing the use of a vacation rental or short-term rental for a special event that would otherwise require a permit or license pursuant to this code or a state law or rule or for a retail, restaurant, banquet space or other similar use.

(B) The City Manager or designee shall give notice of any suspension, and the right of appeal from the suspension, as provided for in this chapter.

(C) Any final suspension shall be for a period of one year except that a hearing officer may reduce the suspension period to a period of six months upon a finding that the owner of the vacation rental or short-term rental has taken substantial and significant steps to prevent the reoccurrence of the actions that led to the suspension.

(Ord. 753-26, passed 6-24-2026)

§ 113.10 INFORMATION UPDATES.

All applicants and persons holding licenses issued pursuant to this chapter shall give written notice to the City Manager or designee of any material changes in information submitted in connection with an application or application for renewal of a license. Any information required for an application pursuant to § 113.05 is deemed to be material for purposes of this chapter. This information shall be provided to the City Manager or designee by the licensee or the affected person, as applicable, within ten business days of any such change.

(Ord. 753-26, passed 6-24-2026)

§ 113.11 APPEALS.

(A) Any person aggrieved by any decision with respect to the denial of or a refusal to issue a short-term rental license or the suspension of a short-term rental license may appeal the decision by filing a written notice of appeal requesting a hearing with the City Manager no later than 15 days from the date of the decision letter. The notice of appeal shall be on a form approved by the city.

(B) This section is not applicable to any penalty or fines imposed by a court.

(C) An appeal under this section does not operate as a stay of the license suspension.

(D) If the owner or owner's designee timely requests a hearing, the city shall schedule a hearing date before a civil hearing officer within 30 days of receipt of the request and give written notice to the owner or owner's designee of the scheduled date.

(1) The hearing shall be held during regular city business hours.

(2) All proceedings before the hearing officer shall be informal and without a jury, except that testimony shall be given under oath or affirmation. The rules of evidence do not apply, except for statutory provisions relating to privileged communications, and the hearing officer may permit any evidence deemed relevant to the issues at hand to be admitted. No prehearing discovery shall be permitted, except under extraordinary circumstances as determined by the hearing officer. The city is required to prove violations of this chapter by a preponderance of the evidence.

(3) The hearing officer is authorized to make such orders as may be necessary or appropriate to fairly and efficiently determine the truth and decide the case at hand.

(4) The hearing may be continued one time by the hearing officer upon the written request of either party for good cause.

(5) (a) The owner and the city shall each be given an opportunity to present their respective cases. The city shall present its case first and each presentation may include:

1. Sworn testimony;
2. Submission of evidence;
3. Presentation of witnesses;
4. Cross-examination;
5. Opening and closing statements.

(b) The owner and city shall each be limited to two hours for testimony, presentation, cross-examination and statements unless the hearing officer, for good cause shown, extends the time.

(6) The hearing officer shall render a written decision within 15 days of the close of the hearing.

(7) If the owner or owner's designee fails to appear at the scheduled hearing, the hearing officer shall enter an order in favor of the city.

(8) The hearing officer's order shall be mailed to the owner or owner's designee by certified, return receipt requested mail.

(9) The hearing shall be recorded by an electronic recording device.

(E) Any final suspension shall be for a period of one year, except that a hearing officer may reduce the suspension period to a period of six months upon a finding that the owner has made reasonable attempts to prevent nuisance activities and violations from occurring at the short-term rental.

(Ord. 753-26, passed 6-24-2026)

§ 113.12 CITY USE OF LICENSE INFORMATION.

Unless otherwise provided for by law, the city may use any information obtained from licensing applications including contact information pursuant to this article for any lawful purpose including, but not limited to, communicating or providing information regarding compliance with laws, public health and safety regulations, general city updates and reminders to keep required information updated with the city.

(Ord. 753-26, passed 6-24-2026)

§ 113.13 COMPLIANCE WITH LAWS.

(A) A vacation rental or short-term rental must at all times comply with all federal, state, and local laws, rules and regulations including but not limited to public health, safety, sanitation, solid waste, hazardous waste, tax privilege licensing, traffic control, pollution control, noise, property maintenance, and nuisance abatement.

(B) To protect the health, safety, and general welfare of all short-term rental occupants, short-term rentals must meet the minimum standards for habitable structures set forth in this code or any other city law, rule or regulation. The city may require inspection if it has probable cause to believe that the short-term rental is not compliant with the city's fire, building, or zoning requirements.

(C) No person including an owner or operator shall operate a vacation rental or short-term rental in violation of this section.

(Ord. 753-26, passed 6-24-2026)

§ 113.14 NON-RESIDENTIAL USAGE BY VACATION RENTALS OR SHORT-TERM RENTALS PROHIBITED.

(A) No vacation rental or short-term rental may be used for any non-residential use or purpose including but not limited to any of the following:

(1) Any commercial, industrial, manufacturing, or other non-residential purpose; or

(2) Operating a retail business, restaurant, event center, banquet center or similar use; or

(3) Housing sex offenders; or

(4) Operating or maintaining a structured sober living home; or

(5) Selling liquor, controlled substances or pornography; or

(6) Operating any adult-oriented business including nude and topless dancing; or

(7) Any use that constitutes a substantial disturbance of the quiet enjoyment, and peace, health, safety or general welfare of private or public property through a nuisance party or unruly gathering, including, but not limited to, excessive noise or traffic, obstruction of public streets by crowds or vehicles, the service of alcohol to minors, fights, disturbances of the peace, litter, spirituous liquor served to, or in the possession of, or consumed by any minor, or where illegal drugs are in the possession of, or consumed by, any person.

(B) The owner of a vacation rental or short-term rental or the owner's designee shall not knowingly or intentionally allow the use of a vacation rental or short-term rental for a special event that would otherwise require a permit or license pursuant to any city regulation or a state law or rule.

(C) No person including, but not limited to, an owner, owner's designee, tenant, guest, business, vendor or operator shall operate a vacation rental or short-term rental in violation of this section.

(D) Representations or advertisements including online listings that advertise one of the prohibited activities pursuant to this section that reference a vacation rental or short-term rental property, house or dwelling unit location within the city is prima facie evidence that a vacation rental or short-term rental is operating in violation of this section.

(Ord. 753-26, passed 6-24-2026)

§ 113.15 FAILURE TO RESPOND TO AN EMERGENCY; PENALTIES.

(A) In the event of an emergency, any person designated as an emergency contact pursuant to §113.05 upon the request of public safety personnel shall respond in-person within one hour to the physical location of the vacation rental or short-term rental for which they are a designated emergency contact.

(B) For the purpose of this section "in the event of an emergency" means any time police, fire or other public safety personnel respond to a vacation rental or short-term rental for a call for service including responding to a nuisance party or unlawful gathering.

(C) It shall be a civil offense for any person designated as an emergency contact upon request by public safety personnel pursuant to division (A) of this section to either fail to respond to the physical location of the vacation rental or short-term rental for which they are a designated emergency contact or fail to arrive within one hour to the physical location of the vacation rental or short-term rental for which they are a designated emergency contact. Failure to respond shall be punished by a minimum fine of $500 and failure to arrive within one hour shall be punished by a minimum fine of $250.

(D) It shall be a civil offense for the owner of a vacation rental or short-term rental to intentionally, knowingly or recklessly have the owner's emergency contact fail to comply with the requirements of division (A). A violation of this division shall be punished by a minimum fine of $500. Evidence such as failure of an owner to keep contact information current may be considered when determining whether the owner acted intentionally, knowingly or recklessly.

(Ord. 753-26, passed 6-24-2026)

§ 113.16 INSURANCE REQUIRED; FAILURE TO MAINTAIN INSURANCE; PENALTY.

(A) Unless provided by an online lodging market place that provides primary liability insurance coverage of at least $500,000 for the vacation rental or short-term rental, every owner of a vacation rental or short-term rental shall maintain liability insurance to cover each vacation rental or short-term rental in the aggregate of a least $500,000.

(B) Within 30 days of obtaining a vacation rental license issued pursuant to this chapter, the owner or owner's designee shall provide evidence to the city of liability insurance to cover the vacation rental or short-term rental in the aggregate of at least $500,000 or evidence that each vacation rental or short-rental transaction will be provided through an online lodging market place that provides equal or greater primary liability insurance coverage for the vacation rental or short-term rental.

(C) The owner or owner's designee of vacation rental or short-term rental shall provide proof of compliance with division (A) above upon demand by the city.

(D) It shall be unlawful for the owner or operator of a vacation rental or short-term rental to fail to comply the

requirements of this section.

(E) A violation of this section is a civil offense and shall be punished by a minimum fine of $500. Upon a showing that the owner or operator has obtained the required insurance, the court may reduce the fine pursuant to this section to $100.

(Ord. 753-26, passed 6-24-2026)

§ 113.17 ADVERTISING LICENSE NUMBER REQUIRED; PENALTY.

(A) It shall be unlawful for the owner, operator or owner's designee of a vacation rental or short-term rental to fail to display or list a city vacation rental license number on each advertisement for a vacation rental or short-term rental located within the city.

(B) A violation of this section is a civil offense aud shall be punished by a minimum fine of $500. Upon a showing that the owner, operator or owner's designee has come into compliance with this section, the court may reduce the fine pursuant to this section to $100.

(Ord. 753-26, passed 6-24-2026)

§ 113.18 ADDITIONAL HEALTH AND PUBLIC SAFETY REGULATIONS.

(A) The health and public safety regulations in this section are for the primary purpose of protecting the health and safety of the public as vacation rentals and short-term rentals create unique public health and safety issues.

(B) No person owning or operating a vacation rental or short-term rental shall leave trash or garbage within public view, except in proper collection containers for the purpose of collection in accordance with Chapter 50 of this code of ordinances.

(C) Any person owning or operating a vacation rental or short-term rental shall ensure that every vacation rental or short-term rental has working smoke alarms, which may require the installation and maintenance of several detection units and maintained annually as required under National Fire Protection Association (NFPA) 72.

(D) The owner or owner's designee of a vacation rental or short-term rental shall provide and prominently display a map of the floor plan of the property showing the following information: safe routes of egress in the event of a fire or other emergency; the location of fire detection and suppression equipment; and any additional information relevant to such emergency preparedness measures. Such maps shall include the full property address, emergency information (911), and owner/emergency contact information.

(E) The owner or owner's designee of a vacation rental or short-term rental shall have the property cleaned between stays.

(F) The owner of a vacation rental or short-term rental that includes a swimming pool or other applicable aquatic structure that is accessible to the renters, shall comply with all applicable regulations and requirements. Owners of vacation rentals or short-term rentals shall have six months from the effective date of this chapter to come into compliance with this section.

(G) The following notice must be completed in 14-point or larger bold font, on a laminated or otherwise similarly shielded paper, and prominently displayed on the inside of the front door and the primary door to the backyard or a conspicuous location near each such door. The notice shall include information regarding the location of any fire or life safety equipment such as fire extinguishers, and shall include the city waste disposal regulations found in Chapter 50 of this code of ordinances.

NOTICE

USE OF THIS PROPERTY FOR ANY OF THE FOLLOWING PURPOSES IS PROHIBITED;

VIOLATORS MAY BE SUBJECT TO SUBSTANTIAL PENALTIES:

1. Any commercial, industrial, manufacturing, or other non-residential purpose; or
2. Operating a retail business, restaurant, event center, banquet center or similar use; or
3. Housing sex offenders; or
4. Operating or maintaining a structured sober living home; or
5. Selling liquor, controlled substances or pornography; or
6. Operating any adult-oriented business including nude and topless dancing; or
7. Any uses prohibited under A.R.S. § 9-500.39, or federal, state or local law; or
8. Any use that disturbs neighboring properties' peace and enjoyment including, but not limited to, excessive noise, impeding traffic, obstruction of public streets by crowds or vehicles, use or possession of illegal drugs, drinking in public areas, the service of alcohol to minors or consumption of alcohol by minors, fighting, disturbing the peace, and/or littering.
9. None of the following may occur where such acts may reasonably be viewed by the public whether at ground level or from a reasonable vantage point of a nearby property, such as a deck or balcony:

a. Urination or defecation;

b. Nudity; or

c. Sexual acts.

UNLESS THE CITY EXPRESSLY PERMITS SUCH A USE IN WRITING, USE OF THIS PROPERTY FOR ANY OF THE FOLLOWING PURPOSES IS PROHIBITED; VIOLATORS MAY BE SUBJECT TO SUBSTANTIAL PENALTIES:

Use for any nonresidential use, including:

1. For a special event that would otherwise require a permit or license pursuant to city ordinance, or a state law or rule; or

2. Operating a retail business, restaurant, event center, banquet space, or similar use.

Your local contact person's name is _____ and can be reached by phone 24 hours a day, seven days a week, at__-__-__.

City of Page Vacation Rental License #_____.

Arizona TPT License #_____.

(Ord. 753-26, passed 6-24-2026)

§ 113.19 VERIFIED VIOLATION PENALTIES.

(A) In addition to any other penalty pursuant to this code, and notwithstanding any other law, the following civil penalties shall be imposed by the city upon the owner of a vacation rental or short- term rental related to the same vacation rental or short-term rental property within the same 12-month period:

(1) Up to $500 or up to an amount equal to one night's rent for the vacation rental or short-term rental as advertised, whichever is greater, for a first verified violation.

(2) Up to $1,000 or up to an amount equal to two nights' rent for the vacation rental or short-term rental as advertised, whichever is greater, for the second verified violation.

(3) Up to $3,500 or up to an amount equal to three nights' rent for the vacation rental or short-term rental as advertised, whichever is greater, for a third verified violation and any subsequent violation.

(B) If multiple violations arise out of the same response to an incident at a vacation rental or short-term rental, those violations are considered one violation for the purpose of assessing the civil penalties provided in this section.

(C) Unless an appeal is filed in a timely manner pursuant to §113.11, a civil penalty assessed pursuant to this section shall be due within 30 days of the initial notice sent to the owner by the city. For purposes of this section, written notice includes, but is not limited to, a notice sent by electronic means, United States mail or hand delivered.

(Ord. 753-26, passed 6-24-2026)

§ 113.20 NEIGHBOR NOTIFICATION.

(A) Prior to offering a vacation rental or short-term rental for rent for the first time, the owner or owner's designee is required to notify all single-family residential properties adjacent to, directly and diagonally across the street from the property, or in a multi-family residential building, to all units on the same building floor. After providing such notification, the owner or owner's designee shall attest compliance on a form prescribed by the City Manager or designee and contain the following information:

(1) The vacation rental license number required by this chapter;

(2) The address of each property notified;

(3) How the notification was provided; and

(4) The name and contact information of the person attesting to compliance.

(B) The notification required by division (A) above is also required anytime the contact information for the vacation rental or short-term rental changes. Notification pursuant to this section shall occur within 15 business days.

(C) The notice required by this section shall be in writing and include the following information: the vacation rental license number issued pursuant to this chapter, the physical address of the vacation rental or short-term rental, and the name, address, and 24-hour telephone number of the emergency point of contact. For purposes of this section, written notice includes notice sent by electronic means, United States mail or hand delivered.

(D) Vacation rentals or short-term rentals that are lawfully operating prior to the effective date of this section must comply with this section within 30 days of obtaining a vacation rental license required by this chapter.

(E) It shall be unlawful to operate a vacation rental or short-term rental without complying with the notification requirements in this section.

(F) A violation of this section is a civil offense and shall be punished by a minimum fine of $500. Upon a showing that the owner or owner's designee has come into compliance with this section, the court may reduce the fine pursuant to this section to $100.

(G) For purposes of this section, adjacent shall mean the condition of being near to or close to but not necessarily having a common dividing line, i.e., two properties which are separated only by a street or alley shall be considered as adjacent to one another.

(Ord. 753-26, passed 6-24-2026)

"*Accessory building*" means a detached subordinate building, the use of which is appropriate, subordinate, and customarily incidental to that of the main building or to the main use of the land and which is located on the same lot or parcel with the main building or use.

"*Accessory uses*" means a use on the same lot with, and of a nature customarily incidental and subordinate to, the principal use of the lot.

"*Bed and breakfast inn*" means an establishment which provides overnight accommodations and a breakfast meal for consideration.

CHAPTER 17.45 BED AND BREAKFAST INNS; SHORT TERM RENTALS RENTALS

17.45.010 Effect Of Chapter
17.45.020 Conditions Of A Bed And Breakfast
17.45.030 Awareness Of Neighbors
17.45.040 Application Of Bed And Breakfast In Commercial Zones
17.45.050 Regulation Of Short Term Rentals

HISTORY
Amended by Ord. 2017-6 on 6/27/2017
Amended by Ord. 2017-7 on 7/11/2017
Amended by Ord. 2021-1 on 3/23/2021
Amended by Ord. 2022-1 on 2/8/2022
Amended by Ord. 2025-3 Amends Short Term Rentals on 10/14/2025

17.45.010 Effect Of Chapter

Bed and breakfast inns and short term rentals are allowed as a conditional use in commercial, residential and agricultural zones. In order to qualify as a "bed and breakfast inn" or an "short term rental" an establishment must meet all of the conditions set forth in this chapter.

(Ord. 1994-6 § 1 (part); Ord. 1994-3 § 2 (part))

17.45.020 Conditions Of A Bed And Breakfast

A. The establishment may be housed in an existing or in a new structure suitable to the purpose of a bed and breakfast inn. The structure must comply with the Uniform Fire, Plumbing, Electrical, Building and Health Codes and all other applicable state and local ordinances and regulations.

B. The establishment must not have more than six guest rooms for rent.

C. The owner and/or manager must reside on the premises.

D. Off-street parking must be provided as follows: Two spaces for the owner and/or manager, and one space per guest room.

E. There may be no more than one sign denoting the name and nature of the establishment. The sign may not be larger than nine square feet; it must be made of wood, stone and/or brick, and it may be artificially illuminated only by external, low-intensity, screened lamps. Business signs shall be attached to and parallel with the building.

F. The bed and breakfast establishment must be on a street that meets Panguitch City standards and fire code width requirements.

G. Entrances to all guest rooms must be on the interior of the structure. Secondary, exterior entrances to guest rooms shall be permitted only for access to patios, verandas or balconies. Sufficient exits will be provided to meet fire, health and safety codes.

H. The architectural style and physical size of the structure shall be in harmony with the character of the applicable zone and the community as determined by the Panguitch City planning commission. The structure must not exceed the height restrictions which apply in the zone in which it is located.

I. The site must be planned and landscaped so as to minimize the impact on neighboring properties and in order to retain the character of the neighborhood and zone.

J. No cooking facilities shall be allowed in any guest room.

K. The owner/manager shall comply with the permit requirements for conditional uses contained in Chapter 7 of the Panguitch City Uniform Zoning Ordinance.

L. The owner/manager shall obtain a Panguitch City business license, and shall collect the current sales, room and food and beverage tax applicable in Panguitch City, Garfield County, State of Utah.

(Ord. 1994-6 § 1 (part); Ord. 1994-3 § 2 (part))

17.45.030 Awareness Of Neighbors

All applications for establishment of bed and breakfast inns and short term rentals must be accompanied by a document containing the signatures of neighboring property owners located within 300 feet in each direction from the exterior boundaries of the property involved, indicating such neighbors are aware of the proposed bed and breakfast inn or short term rental.

(Ord. 1994-6 § 1 (part); Ord. 1994-3 § 2 (part))

17.45.040 Application Of Bed And Breakfast In Commercial Zones

The provisions of sections 17.45.020(E), (K) and section 17.45.030, shall not apply to bed and breakfast inns located in commercial zones in Panguitch City. All signs relating to bed and breakfast inns located in commercial zones shall only be required to comply with the general requirements for signs in Chapter 17.80 of the Panguitch Municipal Code.

(Ord. 1994-6 § 2 (part))

17.45.050 Regulation Of Short Term Rentals

Definitions. "*Short Term Rentals*" or STR shall be defined as temporary lodging in a single family dwelling for less than thirty (30) consecutive days. Property that is occupied, possessed or used by any person or entity for transient lodging where the term of occupancy, possession, of use is offered for twenty-nine(29) consecutive calendar days or less, for direct of indirect compensation or other consideration.

"Panguitch City Residency:" A resident is a person who has a fixed primary residence or domicile within Panguitch City boundary and has lived in the city for at least one hundred eighty-three(183) consecutive days or six months. The address of a primary residence must be documented by producing one of the following documents dated within the past 60 days:

- Valid driver's license
- Valid Utah photo identification card
- Voter registration documentation
- Primary residence tax notice

REQUIREMENTS

A. *Permits*. A business license is required for all Short Term Rentals. A Conditional Use Permit shall be required for all Short Term Rentals within residential and agriculture zones. A

Conditional Use Permit is not required in commercial zones. A separate business license and conditional use permit is required for each Short Term Rental property owned or being managed within Panguitch City. Panguitch City reserves the right to revoke a conditional use permit and if:

1. A licensee engages in a pattern of unlawful activity or violates state or local laws.
2. The owner of any Short Term Rental does not remit all Transient Room Taxes and appropriate Sales and Use Taxes by the end of the year.

B. *Building inspection required.* An inspection of the property must be performed by the Building Inspector prior to City Council approval of the conditional use permit and business license. Additional inspections may be performed with 24-hour notice to the owner/property manager if deemed necessary by the Building Inspector. All Short Term Rental properties must comply with Panguitch City Municipal Code 17.24.020.

C. *Taxes.* The Short Term Rental owner shall be required to collect and remit all Transient Room Taxes and Sales and Use Tax by the end of each year. The City shall suspend all permits and license for any Short Term Rentals more than one year past due on applicable taxes until applicable taxes have been paid.

D. *Authorized agent.* The Short Term Rental owner may designate an agent and/or manager. The owner shall not be relieved from any responsibility or liability for noncompliance. The owner or manager will be:

1. available while Short Term Rental is occupied to respond to complaints regarding condition, operation or conduct of occupants.
2. responsible to ensure occupants do not create unreasonable noise or disturbances.
3. be available within one hour to respond to complaints or disturbances caused by occupants or guest of the Short Term Rental.

E. *Parking*. Parking shall be provided at one vehicle per bedroom. A maximum of three standard size cars may be parked on the Panguitch City right-of-way. Any additional parking must be provided on the premises. Oversized vehicles such as motorhomes and trailers will not be allowed in Panguitch City right-of-ways. Autos parked on Panguitch City right(s)-of-way must not restrict traffic flow or infringe on other property right-of-ways. Off street parking shall be provided on the same lot as the licensed STR.

F. *Maintenance Standards*. Each dwelling shall:

1. be properly maintained, painted and kept in good repair. The grounds and landscaping shall be properly maintained. (See Chapter 8.28)
2. each sleeping location must meet International Building Code requirements for emergency exits.
3. have at least on operable fire extinguisher.
4. one operable smoke detector in each bedroom, in the major living areas and on each floor.
5. an operable carbon monoxide detector on each floor.
6. trash stored out of public view, except in proper containers for the purpose of trash collection on scheduled collection days.

7. Short Term Rental with more than five sleeping rooms, or the ability to sleep more than ten occupants shall receive written approval from the Panguitch City Building Inspector prior to occupancy.

G. *Camping*. No camping in camp trailers or motorhomes on Short Term Rental properties will be allowed. Tent camping will be allowed as long as the occupants do not go over short term rental property occupancy limit.

H. *Fencing*. Fencing must meet ordinance requirements. (See Chapter 17.16.150) Privacy fencing may be required as condition of a conditional use permit if:

1. adjacent landowners recommend fencing and the Planning and Zoning Committee approves the request.
2. written trespass complaints are received. (The Planning and Zoning Committee may recommend to the City Council a suspension of the conditional use permit.)

I. *Signage*. All Short Term Rentals shall display signage with the following requirements:

1. one unlit sign that is a minimum of eight square feet and does not exceed 15 square feet. The sign must contain the following information:
    a. the name of the Short Term Rental company.
    b. the phone number of the property owner or manager responsible for resolving complaints.
2. the sign shall be placed directly in front of the Short Term Rental and within the property boundary.
3. Historical Main Street District(Main Street from Center to 100 North) sign exceptions may be made with recommendations from the planning commission and granted by the City Council.

J. *Complaints*.

1. The 1st complaint received by Panguitch City will result in a letter being sent to the property owner.
2. The 2nd complaint shall result in a second letter sent to the property owner and the conditional use permit will be in jeopardy of being revoked.
3. A 3rd complaint will result in a request from Panguitch City to the property owner to attend a City Council meeting to discuss the possibility of the conditional use permit being revoked.

K. *Pets*.(See Chapter 6.08)

1. Owners or keepers of any dogs on Vacation Rental properties shall not allow the dog(s) to run at large. Any dog running at large is declared to be declared a nuisance and a menace to the public health and safety of the citizens, and the dog shall be seized and impounded. The owner/keeper of any dog running at large shall be fined $100.00 and shall be assessed an impound fee of $25.00 per day, per dog.
2. It shall be unlawful to allow pets to create noise, roam the streets, trespass on neighboring properties, or create a mess that is not cleaned up by the owner.

L. *Noise, Nuisance or Trespass*. The owner of any dwelling licensed as a Short Term Rental shall be responsible for ensuring that guests or occupants of the vacation rental do not:

1. create noise that by reason of time, nature, intensity or duration are out of character with noises customarily heard in the surrounding residential neighborhood.
2. disturb the peace of surrounding residential property owners by engaging in shouting, fighting, playing of loud music, discharging of fireworks, racing of cars or recreational vehicles on streets, engaging in outside recreational activities after 11 pm or other similar activities. (See Chapter 9.10)
3. interfere with the privacy of surrounding residents or trespass onto surrounding residential properties.
4. engage in any disorderly or illegal conduct, including illegal consumption of alcohol or drugs.

M. *Required Posting*. The following information must be available in a folder or binder located conspicuous location:

1. a copy of the Short Term Rentals business license.
2. the name, address and phone number of the owner or property manager.
3. the location of all fire extinguishers and emergency exits.
4. a list of all Short Term Rental rules.
5. the maximum occupancy of the dwelling unit and the maximum number of vehicles allowed.
6. trash pick-up day and regulations pertaining to leaving or storing trash.
7. a map showing property boundaries and parking spaces.

N. *Sale or Transfer or Property*. In the event of a sale or transfer of a licensed Short Term Rental, the owner shall be required to acquire a new conditional use permit and business license. (See Chapter 5.04.090)

O. *Enforcement Provisions.* Any owner of a Short Term Rental operates a Short Term Rental without obtaining a conditional use permit and business license shall

1. receive a request to come into compliance
2. failure to respond within 30 days shall receive a formal notice from the City Attorney
3. upon failure to respond to the second notice within fourteen days the owner may be guilty of a class c misdemeanor punishable by a fine or up to $750, imprisonment for up to 90 days or a combination for each violation. Each day the violation continues or

occurs is a separate offense.

P. *Violation*. A violation of this section is a class B misdemeanor, punishable by up to six months in jail or a fine not to exceed $1000.00. In the event of a violation, the City Council may proceed with revocation of the conditional use permit and/ or business license.

Q. *Appeals*. Any person or entity aggrieved by a decision in the enforcement or administration of this section shall have the right to appeal such decision to the City Council. A written request for an appeal must be filled with the Planning and Zoning administrator within fourteen days of the decision being made.

R. *Miscellaneous Rules and Regulation.*

1. The owner or property manager shall provide information of current occupants to police, emergency, or city personnel as requested.
2. The owner or property manager shall respond to complaints and concerns within one hour. Failure to respond in a timely manner may result in a violation.
3. The requirement of this section shall apply while the short term rental license is in effect, regardless of whether the property is occupied by the owner, non paying guests or paying guests.
4. No trailers or motorhomes will be permitted as Short Term Rentals except in commercial zones.

S. *Renewal*. At the time of renewal, all Short Term Rental owners will be required to sign a safety inspection compliance form yearly before a business license will be issued.

LIMITATIONS

A. *Grandfathered Short Term Rentals*. As of February 8th, 2022 all established STRs with a valid business license may continue their current rental. If the business changes ownership it will be required to follow the current ordinance requirements.

B. *Commercial Zones*. There will be no limit on the number of Short Term Rentals within commercial zones.

C. *Residents*. Residents may not fully or partially own more than two Short Term Rentals within residential or agriculture zones.

D. *Non-Residents*. Non-Residents may not fully or partially own more than one Short Term Rental within all residential or agriculture zones.

E. *Adjacent Properties.* Two or more adjacent Short Term Rentals require prior City Council approval.

F. *STR within Residence*. Short Term Rental units located within a permanent residence are allowed regardless of the location.

HISTORY
Amended by Ord. 2016-06 on 8/9/2016
Amended by Ord. 2017-7 on 7/11/2017
Amended by Ord. 2021-1 on 3/23/2021
Amended by Ord. 2022-1 on 2/8/2022

CHAPTER 17.20 ZONING DISTRICTS ESTABLISHED

17.20.010 Establishment Of Districts
17.20.020 Listing Of Ordinance And Map
17.20.030 Rules For Locating Boundaries

17.20.010 Establishment Of Districts

A. In order to accomplish the purpose of this title, Panguitch City is divided into five district as follows:

1. Residential District R-1.
2. Agricultural District A-1.
3. Agricultural District A-2.
4. Commercial District C-1.
5. Commercial District C-2.
6. Mobilehome District M-H.
7. Industrial District I-1.

B. Within such zones the number of and size of buildings, and other structures, the percentage of lot occupied, the size of years, courts and other open spaces, the density of population, and location and use of buildings, structures and land for trade, industry, residences or other purposes are regulated and restricted as set forth in this title.

(Prior code § 16-1)

17.20.020 Listing Of Ordinance And Map

This title and zoning map shall be filed in the custody of the city clerk and may be examined by the public subject to reasonable regulations established by the city council.

(Prior code § 16-2)

17.20.030 Rules For Locating Boundaries

Where uncertainty exists as to the boundaries of districts as shown on Panguitch City maps, the following shall apply:

A. Boundaries indicated as approximately following the centerlines of streets, highways, or alleys shall be construed to follow such centerlines and in the event of change in the centerline shall be construed as moving with the centerlines.

B. Boundaries indicated as approximately following the right-of-way lines of streets, highways or alleys shall be construed to following such right-of-way lines, and in the event of a change of the centerline shall be construed as moving with the centerline.

C. Boundaries indicated as approximately following platted lot lines shall be construed to follow such lot lines.

D. Boundaries indicated as parallel to or extensions of features indicated in subsections A

through D shall be so construed. Distances not specifically indicated on the official map shall be determined by the scale of the map.

E. In any case any further uncertainty exists, the board of adjustment shall determine the location of such zoning boundaries.

F. Boundaries of each of the said zones are established as described herein or as shown on the map entitled zoning map which map is on file with the city clerk and all boundaries shown thereon are made by this reference as a much a part of this title as if fully described and detailed in this title.

G. It shall be the responsibility of individual property owners to determine the location of the individual property lines.

(Prior code § 16-3)

15.66 Short Term Rentals - Effective Date April 1, 2026
15.66.010 Purpose
15.66.020 Definitions
15.66.030 Permitted Zones And Restrictions On Use
15.66.040 Licensing And Registration
15.66.050 Operational Requirements
15.66.060 Limitations On New STRs
15.66.070 Inspection Or Self-Certification
15.66.080 Grandfathering And Legal Nonconforming Use
15.66.090 Enforcement
15.66.100 Appeals

HISTORY
Adopted by Ord. 2025-16 on 10/9/2025

15.66.010 Purpose

To allow short-term rentals in a manner that maintains the rural character of the community, protects the residential housing supply, and ensures accountability. This provision is adopted to preserve the character of the community, promote responsible property stewardship, and ensure that short-term rental operators remain accountable to local standards and values.

HISTORY
Adopted by Ord. 2025-16 on 10/9/2025

15.66.020 Definitions

1. Short-Term Rental (STR): A permanent dwelling or portion thereof rented for 29 consecutive days or less by the same renter.

2. Hosted STR: Owner resides on site during rental.

3. Un-hosted STR: Owner does not reside on site during rental.

4. Primary Residence: The dwelling where a person resides for at least 183 days per calendar year, as evidenced by utility bills, tax documents, voter registration, or driver's license address.

5. Operator or STR Operator: The person who owns, manages, or is otherwise responsible for the day-to-day operation of a short-term rental.

6. Guest: Any person who rents or occupies a short-term rental on a temporary basis.

7. Local Contact Person: An individual designated by the STR operator who is available 24 hours a day, 7 days a week, and capable of physically responding to the rental property within 60 minutes to resolve complaints or emergencies.

8. Booking Platform: Any website or app (such as Airbnb, VRBO, or Booking.com) that enables STR advertising, reservation, or payment processing.

9. Nuisance Behavior: Any behavior by STR guests or operators including, but not limited to, behavior that violates local laws, including excessive noise, illegal parking, improper trash disposal, public intoxication, or disturbance of peace.

HISTORY
Adopted by Ord. 2025-16 on 10/9/2025

15.66.030 Permitted Zones And Restrictions On Use

Short-term rentals (STRs) are allowed by permit in the following zones, subject to the type of rental and compliance with all requirements of this ordinance:

1. **Permitted Zones:**

    a. A-1 (Agricultural)

    b. RE (Rural Estates)

    c. R-1 (Single Family Residential)

    d. R-1A (Residential-Agricultural)

    e. R-2 (Medium-Density Residential)

    f. R-3 (High Density Residential)

    g. Commercial Zones (GC-1, DC-1)

2. **Prohibited Zones:**

    a. HS-1 (Highway Services)

    b. I&M (Industrial & Manufacturing)

3. STRs are not allowed in mobile homes, tents, RVs, or other non-permanent residences, regardless of zone.

HISTORY
Adopted by Ord. 2025-16 on 10/9/2025

15.66.040 Licensing And Registration

1. STR operators must obtain:

    a. A short-term rental city business license, renewed annually and subject to verification of insurance, tax compliance, and updated contact information.

    b. State and local transient room tax accounts. All required taxes must be collected and remitted as required by the Utah State Tax Commission, with Parowan City indicated as the physical location of the STR to ensure proper remittance of transient room taxes.

2. Licenses are non-transferable and may be revoked for violations.

HISTORY
Adopted by Ord. 2025-16 on 10/9/2025

15.66.050 Operational Requirements

1. Good Neighbor Policy. A "Good Neighbor Policy" shall be posted inside each STR and shall

inform guests of the requirements of this section.

2. Local Contact Person. A Local Contact Person must be available at all times to respond to complaints within sixty (60) minutes.

3. Trash and Property Maintenance. Operators shall provide adequate trash service and prevent overflow or accumulation of waste. Nuisance standards shall be enforced.

4. Occupancy. No more than one (1) guest per 150 square feet of livable space is permitted.

5. Parking and Signage.

a. Two (2) standard off-street parking spaces are required for all STRs, plus one (1) additional off-street space for every four (4) guests above eight (8).

b. Discreet signage is allowed, not to exceed two (2) square feet.

6. Noise and Nuisance Behavior.

a. No amplified sound is permitted between 10:00 p.m. and 7:00 a.m. STRs must comply with City noise ordinances.

b. Large events or parties that substantially increase the number of guests or exceed parking capacity are prohibited without prior City approval.

c. Violations of noise or nuisance provisions shall be grounds for license revocation.

HISTORY
Adopted by Ord. 2025-16 on 10/9/2025

15.66.060 Limitations On New STRs

1. City-wide Cap: No More than ten percent (10%) of total housing units may operate as STRs citywide. If the cap is reached, the City Council shall, by resolution, direct City Staff on how to administer new permits as existing STRs discontinue or as housing growth occurs.

2. Owner-occupied (hosted) STRs shall not count toward the 10% cap.

3. If located within a platted subdivision, the applicant must verify whether HOA approval is required under active CCRs. Written HOA approval must be submitted before a permit is issued.

HISTORY
Adopted by Ord. 2025-16 on 10/9/2025

15.66.070 Inspection Or Self-Certification

1. A safety inspection and approved checklist are required before license issuance and every other year thereafter.

2. On-site inspections shall verify the presence of smoke detectors, fire extinguishers, carbon monoxide detectors, emergency exit information, and other safety items as required by the City.

HISTORY
Adopted by Ord. 2025-16 on 10/9/2025

15.66.080 Grandfathering And Legal Nonconforming Use

1. Existing STRs with **active business licenses** prior to the effective date of this ordinance may continue operation but must meet all operational requirements herein.

2. STRs without an active business license as of the effective date shall not be considered legal nonconforming uses and must obtain a permit as a new STR.

HISTORY
Adopted by Ord. 2025-16 on 10/9/2025

15.66.090 Enforcement

1. Violations may result in:

    a. Fines: $250 for the first offense, $500 for the second and $1,000 for subsequent violations.

    b. Revocation: Two (2) violations within twelve (12) months shall trigger license review for possible revocation.

2. The City may contract with a compliance monitoring service as allowed by Utah Code §10-08-85.4 to assist with enforcement.

HISTORY
Adopted by Ord. 2025-16 on 10/9/2025

15.66.100 Appeals

License denials or revocations may be appealed to the Planning Commission within thirty (30) days of the decision.

HISTORY
Adopted by Ord. 2025-16 on 10/9/2025

With all my deepest respects

and sincere wishes, I remain,

Cordially yours,

. . .

HORI TATSUO

Hori Tatsuo (1904–1963) wrote his prose novels and stories in an elegant style matching his poetic temperament. He was a sophisticated admirer of the works of such French masters as Proust and Radiguet. In addition, Rilke's poetry and prose were a particular inspiration, as were the classics of Japan's Heian period (794–1185). Not surprisingly, because Hori often was sick with a recurring lung ailment, many of his works deal with themes of love and death. His most celebrated effort, *The Wind Has Risen* (*Kaze tachinu*), written between 1936 and 1938, beautifully captures the lyricism of his writing.

THE WIND HAS RISEN (*KAZE TACHINU*)

Translated by Francis B. Tenny

Le vent se lève! . . . il faut tenter de vivre! (The wind has risen; we must try to live)

—Paul Valéry, Le Cimetière marin (The Graveyard by the Sea)

Prologue

Day after summer day I lay in the lush meadow of pampas grass under the shade of a white birch while you stood nearby, absorbed in your painting. When evening came and you finished your work, you came to my side. Our hands on each other's shoulders, we gazed at the far horizon overlaid with towering clumps of clouds edged in red. Turning finally from the darkening horizon, we felt something quickening there in the opposite direction.

One of those near-autumn afternoons, with your painting propped on its easel, we sprawled and nibbled fruit in the shade of that birch. Clouds like drifting sand slipped smoothly through the sky. Suddenly came a breeze from nowhere. Through the leaves overhead we could see deep blue patches, swelling and shrinking. We heard a plop onto the grass, like something toppling, the painting and the easel failing to the ground. You started up to set it right, but I held you back, not to lose the moment. You did not leave. You let me do it.

The wind has risen. Now we must try to live.[1]

The line of poetry that sprang from my lips I repeated to myself, my hand resting on the shoulder you leaned against me. You pulled yourself away at last and stood up. Blades of grass clung to the still-wet canvas. You set the painting on the easel, and at some pains you removed the grass with your palette knife. “Oh! If father could only see this place . . .”

You spoke, turning toward me with a doubtful smile.

“Father will be here in two or three days.”

You spoke suddenly one morning as we strolled in the woods. I said nothing but showed my displeasure. You looked at me there and spoke again, huskily.

“Well, then we won’t be able to take these walks, will we?”

“Any walk at all. If we think we want to walk, we can walk.”

Still disgruntled, I felt your anxious glance over my head, but it seemed rather that something stirring in the treetops above had drawn your attention.

“Father never leaves me.”

I looked back at you in irritation.

“Are you saying we have to separate?”

“It can’t be helped.”

You managed a smile and seemed to close the subject. The color of your face, the color even of your lips, turned pale!

"Why have you changed so much? You seemed to trust me in everything. . . ." I mused on wearily, letting you walk ahead through the bare roots twisting across the narrow mountain path. I followed as best I could. The trees were thick all about and the air became chilly. Little marshy places encroached here and there. A thought flashed suddenly through my head. Because you were so meek with me, whom you had chanced to meet only this summer, wouldn't you have entrusted yourself completely to one like your father, especially your father, who forever controlled everything about you? . . . "Setsuko! if you're like that, I love you even more. When my prospects in life are firmly established, I must go and ask for your hand. Until then it's good that you remain as you are with your father. . . ." Saying this to myself, I took your hand quickly as if to get your agreement. You left your hand in mine. Hand in hand we stopped at a marshy place. The sun's light shone through countless branches, through crosshatched holes in the shrubbery below and down at last to the bottommost undergrowth of ferns in the marsh where we silently stared, our hearts aching, at the barely perceptible trembling from a gentle breeze in the dappled sunlight that filtered through the trees.

One evening two or three days later I found you in the dining room eating dinner with your father. You sat stiffly with your back turned to me. The bearing you assumed almost unconsciously at your father's side struck me as that of a young lady I had never seen before.

“If I had called out that name,” I muttered to myself, “she, with such composure, would never have looked my way. Quite as if I had not called her . . .”

That evening when I came in from a pointless little lonely walk, I hung around the deserted hotel garden. The air was fragrant with golden-rayed lilies. I stared blankly at the two or three lighted windows. A light fog had come in. As if in fear of the fog, the lights in the windows, one by one, went out. The hotel seemed completely dark when with a little squeak one window was gently opened. A young woman in a rose-color nightgown leaned over the windowsill. It was you.

Only after you two had left could I regain that happy ambience that so resembled the sadness that wrung my heart day after day.

I shut myself in the hotel from morning till night. I turned to the work that I had so long abandoned because of you. I became serenely and surprisingly absorbed in my work. The seasons changed. At last, on the day before I was to leave, I went for a long-neglected walk.

Autumn had changed the woods into disorder beyond recognition. Through trees largely bare of leaves loomed the terrace of a deserted villa. The damp smell of fungus mingled with the smell of fallen leaves. How strange and unexpected was this change of seasons, I thought; how much time had slipped by without notice since you had gone. In the bottom of my heart I was convinced that our parting had been a fleeting moment ago. So much time had lapsed; did that bespeak some totally different meaning for me? . . . The thoughts were rather vague until soon I was able to confirm them.

Some ten minutes later my feet carried me into a lush grassy meadow that opened out suddenly where the woods ended, offering a broad view to the distant horizon. I lay down in the shade of a white birch, its leaves already yellow. Here was the very place I lay on those summer days while I watched you paint. On those days the horizon was almost always blocked by towering clouds; it appeared now over a series of contours set on top of the white tips of the grasses waving in the wind and reaching to distant mountains, unknown to me.

With all my force I stared to memorize the shapes of the distant mountains. Gradually I became convinced that here I had at last discovered what lay hidden within me, what nature had done for me.

Spring

March came. On my usual random stroll one afternoon I called at Setsuko's house. As I entered the gate I saw Setsuko's father through the shrubbery to one side. He wore a workman's big straw hat, and with clippers in hand he was trimming the trees. Recognizing him, I picked my way like a child through the branches. When I reached his side, I exchanged two or three words of greeting and watched curiously what he was doing. . . . I was completely absorbed in the shrubbery, where I saw white things shining here and there on the twigs. Buds they were. . . .

"She's been rather better recently." Father turned suddenly toward

me and spoke of Setsuko, who had just become my betrothed.

"If the weather gets a little better, maybe I should send her somewhere for a change of air, don't you think?"

"That might be a good thing, but . . ." I mumbled to myself with an air of indifference at one of the buds glistening before my eyes.

"Recently I looked into the question of a good place somewhere," Father continued, ignoring me. "Setsuko says she doesn't know how the F Sanitarium would be, but I hear you may know the sanitarium director?"

"Yes," I answered vacantly, pulling down a white bud I had been staring at.

"Well, could someone go there alone?"

"Everyone goes there alone, it seems."

"She probably couldn't go there, could she?"

Something appeared to be bothering Father, but he did not look toward me as he shoved the clippers abruptly into the branch I was staring at. As I watched, I could endure it no longer. I spoke at last the words that Father must have been waiting to hear.

"Well, then I'll go with her. The work I'm doing now is pretty well finished up. . . ."

As I spoke, I let go of the branch with the bud that I had just grasped. Father's face suddenly brightened.

"If you would do that, it would be absolutely the best thing. But it would be inexcusable to do that to you."

“No, on the contrary. I should be able to do my work there in the mountains. . . .”

We talked about the mountain district where the sanitarium was located. Before we knew it, our conversation dropped to Father’s tree pruning. Our sympathy for each other was enhanced by such discursive talk. . . .

“Is Setsuko up, I wonder?” I asked casually after a bit.

“Yes. I think she’s up. Go ahead. Don’t worry about me. That way, . . .” he said, pointing at the garden gate with the hand holding the clippers. I pushed through the shrubbery and, with some difficulty, pushed open the ivy-tangled gate. From the garden I went toward the annex housing the sickroom that until recently had served as a studio.

Setsuko seemed to know that I had come to the house, but she did not expect me to enter from the garden. She wore a brightly colored jacket over her nightgown. She was lying on a couch, her hands toying with an unfamiliar hat, a hat with a narrow ribbon on it.

As I came through the French doors and saw her, she noticed me. Automatically she started to rise but then fell back and lay there, turning her face to me, watching and smiling a bit sheepishly.

“Are you up?” I called out from the door as I dropped my shoes unceremoniously.

“I thought I would get up, but I got tired right away.”

She spoke, but with a feeble gesture betraying her fatigue and without another word, she tossed the hat she had been toying with

off handedly at the dressing table beside her. The hat fell short of the table and onto the floor. I approached, bent over to pick it up, and my head almost collided with her toes. Taking the hat in my hands, I toyed with it as she had done.

"What were you doing with the hat?" I asked.

"Dad bought it for me yesterday, but I don't know when I'll be able to wear it. . . . Funny of Father, wasn't it?"

"That's your father's diagnosis? He's really a good father, isn't he? . . . Try it on, won't you?" Half in jest I made as if to put it on her head.

"Don't do that. . . ."

As she spoke she rose up halfway, trying in her annoyance to ward it off. With a weak smile of apology and as if she had just thought of it, she started to smooth her disheveled hair with her conspicuously emaciated hands. These gestures, so natural and casual to a young woman, gave me a breathless sense of sensual charm as if she were caressing me. Without thinking, I had to look away.

I put the hat that I held in my hands onto the dressing table, but I had to keep my eyes averted in silence as if I had thought of something.

"Are you angry?" she asked, looking at me anxiously.

"No," I said and looked back at her without continuing the conversation, but then I added abruptly, "Although your father said so, do you really want to go to a sanitarium?"

“Well, even if I do, I don’t know when I will get any better. If I can get better quickly, I’ll go anywhere. But . . .”

“What’s that? What are you trying to say?”

“It’s nothing.”

“Even if it’s nothing, can’t you try to say it? . . . You won’t say it in any case. Shall I say it? How about it if I can go with you?”

“That’s not it,” she said quickly, interrupting me.

Despite this, I continued talking in a rather anxious tone, becoming more serious than at first. “. . . No, you say it’s all right if I don’t come, but I’ll come along anyway. It’s how I feel. It’s that I’m worried. . . . Since before we met, I’ve dreamed of a life together with a sweet girl like you somewhere in the lonely mountains. Didn’t I confide my dream to you long ago? When we talked about the mountain hut and I asked whether we could live there together in the mountains, didn’t you laugh innocently? . . . Now with the talk of your going to a sanitarium, I thought your heart was unwittingly moved by that very idea. . . . Isn’t that so?”

She smiled broadly as she listened in silence.

“I don’t remember anything about that,” she said flatly. Then staring at me with a sympathetic glance, she added, “Sometimes you think of the most outrageous things.”

For a few minutes the two of us gazed quietly out through the French doors in wonderment at the grass that had now become green and at the shimmering waves of heat.

April came. Setsuko's illness seemed to enter a period of remission. The slower her recovery was, the more we thought that every impatiently awaited step confirmed the certainty of its indescribable promise.

One afternoon when I went there, her father was out and Setsuko was alone in her sickroom. She seemed to be in great spirits that day. She had changed the nightgown she almost always wore for a seldom-worn green blouse. When I saw her like that, I thought about enticing her out to the garden. There was a very light breeze, gentle in feeling. She laughed without much confidence, but she consented to my proposal. Placing her hand on my shoulder, she went timidly and unsteadily through the French doors and onto the lawn. Proceeding along the hedge and dodging among the branches of various exotic species we could not tell apart, we pushed our way toward a tangle of luxuriant shrubbery. Here and there on the branches, little white and yellow and pale purple buds were about to burst open. I stopped in front of one of the bushes that I happened to remember that she had identified for me—last fall, I think it was.

"This is a lilac, isn't it?" I said, half in question as I turned toward her.

"No, I don't think that's a lilac," she answered apologetically, placing her hand lightly on my shoulder.

"What? You misled me then, did you?"

"No, I didn't lie. I got it from someone who said it was. . . . But it's not a very nice flower."

"What? You confess to such a thing now when the flowers are

about to blossom? How about that one? . . .”

I pointed at the neighboring bush. “What do you call this one?”

“Isn’t that Scotch broom?” she responded. We moved over in front of it. “This is true Scotch broom. There are two kinds, aren’t there, with yellow and white buds? This is the white one. They say it’s rare. . . . Father’s proud of it.”

During this silly quibble Setsuko leaned against me, keeping her hand on my shoulder. She seemed more abstracted than tired. We stood silently for a bit, almost as if we could even briefly detain our life like this, like the fragrance of this beautiful flower. The gentle breeze blew intermittently, a breath of air checked in squeezing through the hedge. It barely rippled the leaves of the shrubbery in front of us. It blew past us, rooted firmly as we were.

Suddenly she buried her face in the hand resting on my shoulder. Her heart was beating faster than normal, I noticed.

“Are you tired?” I asked tenderly.

“No,” she replied in a weak voice. I felt more of her gentle weight on my shoulder.

“I’m so weak. It’s such a shame for you.” She whispered, but I felt more than heard the words.

“Why don’t you understand that what you call your frailty instead makes me love you all the more?” I spoke impatiently from the bottom of my heart. She appeared on the face of it not to hear me at all. She stood fixed, without moving, then turned away and lifted her head, slowly pulling her hand off my shoulder. “Why do I feel so

weak these days? Still, I tend not to think of how sick I really am at times. . . .” She murmured in a low voice almost to herself. Silence strung out her words in anxiety. Suddenly she raised her head to look at me, then looked down again and said in a low hollow voice, “Somehow, suddenly, I want to live. . . .”

Then she added in a tiny, hardly audible voice, “Thanks to you. . . .”

I spoke the words unexpectedly that summer two years ago when first we met. After that, I liked to hum them silently to myself.

The wind has risen. Now we must try to live.

The verse that I had forgotten came suddenly back to us now. It brought day after day of happiness, taking precedence over life, making us more lively than life itself, even to the point of pain.

We prepared to go at month’s end to the sanitarium at the foot of Mount Yatsugatake. I was slightly acquainted with the director of the sanitarium, and taking advantage of one of his periodic visits to Tokyo, I got him to examine Setsuko before we left for the sanitarium.

The sanitarium director came one day to Setsuko’s house in the suburbs. After that first examination, he left hurriedly, saying to the invalid and her family, “It’s not so serious. A year or two of patience in the mountains is what it will take.” I went to the station to see him

off. I wanted to hear a more precise report of her condition.

"Don't tell this to the patient. I presume her father will want me to say more about it, though." With that introduction the sanitarium director, looking morose, described Setsuko's condition in some detail. Then, peering at me as I listened in silence, he added as if in sympathy, "Your facial color is very poor, isn't it? You ought to have a physical examination."

When I returned from the station and entered the sickroom, Father was going over the preparations and date for the departure to the sanitarium with her as she lay in bed. With a rather gloomy expression he included me in the discussion. "But . . ." he said, standing up as if he had just thought of something he had to do. "Since you're so much better, it'll be all right to go for just the summer." Speaking doubtfully, he left the sickroom.

The two of us, left behind, remained completely silent. It was a springlike evening. I had felt a headache coming on, and because it was becoming worse, I stood up unobtrusively and walked to the glass doors. I opened one of the doors halfway and leaned against it. I gazed out blankly into the shrubbery faintly shrouded in mist, not even knowing what I was thinking and yet thinking, "What a sweet smell. I wonder what flower that is."

"What are you doing?"

The husky voice of the sick one sounded behind me. It wakened me suddenly from my paralyzed condition. I turned toward her and spoke in a forced manner, as if I were thinking of something else.

"I'm thinking about you, about the mountains, and then about the

life we will live there together." I spoke in fits and starts. As I talked on, I came to feel I really had been thinking those things just now. Yes. I did seem to have been thinking these things. "Yes, if we go there, some things will surely happen. . . . But that thing called life, it's better just to leave everything to it, just as you always do. . . . Surely there we may be granted what we desire, even beyond our imagination. . . ." While I thought this way in my heart, I was almost unconsciously taken by the idea that all this was a trivial notion, a mere nothing.

Although it was still faintly light in the garden, I noticed that the room had become quite dark.

"Shall I turn on the light?" I said suddenly, pulling myself together.

"No, please leave it off." Her voice was hoarser than before.

We stayed a bit in silence.

"I can't breathe; the smell of flowers is so strong."

"I'll close this up?"

Matching her sorrowful mood, I grasped the door handle and pulled the door shut.

"You," she said. Her voice sounded empty. "You've been crying?"

I turned toward her in surprise.

"No, I'm not crying. . . . Look at me."

From her bed she made no move to look my way. It was hard to confirm in the darkness, but she seemed to be staring at something. I

followed her gaze in apprehension, but there was nothing there.

"I know. The sanitarium director said something about my condition."

I wanted to answer right away, but no words came out. In silence I stared again into the darkening garden as I closed the door.

Soon I heard a deep sigh behind me.

"Look," she said at last. Her voice trembled a bit, but it was more composed than before. "Don't worry about it. . . .

Let's live as best we can. . . ."

I turned to look. She touched the corner of an eye with her fingertip, and I watched as she held it there.

One light cloudy morning in late April, her father saw us off at the station. We climbed into a second-class compartment of the train bound for the mountains, as happy as if we were on our honeymoon. The train slipped quietly out of the station. Behind us we left Father, standing there as casually as he could but stooped over and suddenly looking old.

When we had left the platform completely behind, we closed the window, and with a sudden expression of loneliness we sat down in a corner of the empty compartment. Our knees touched as if to warm each other's heart. . . .

Our train climbed through countless mountains, ran along deep ravines, and passed extended tablelands of vineyards that opened out suddenly. We continued our persistent and seemingly endless climb into the mountains. Before we knew it, the black clouds that had completely shut in the lowering sky began to scatter. They hung heavily over us. The air became chilly. I turned up the collar of my coat and stared uneasily at Setsuko, who was wrapped in a shawl with her eyes closed. Her face looked more excited than tired. She opened her eyes now and then to gaze vacantly my way. We would smile at first as our eyes met. Exchanging uneasy glances, we both would look away. She would close her eyes.

"It's gotten cold. I wonder if it will snow."

"Would it snow in April?"

"You can't rule out snow in a place like this."

Although it was only about three o'clock, he noticed that it already was dark outside the train window. Here and there amid the coal black fir trees were countless larches, bereft of needles. We must be passing over the lower slopes of Mount Yatsugatake, we thought, but we could see neither shape nor shadow of the mountain that must be in front of us.

The train stopped at a tiny mountainside station little different from a freight shed. We were met at the station by an elderly attendant wearing a jacket with the emblem of the highland sanitarium.

With Setsuko leaning on my arm, we walked to a little old car waiting in front of the station. I felt Setsuko stagger on my arm, but I pretended not to notice.

"You're tired, aren't you?"

"No, not very."

Several local people got off the train with us. They seemed to be whispering about us, but when we got into the car, they faded away in the village, blending indistinguishably into the crowd.

Our car passed a row of miserable little houses in the village and then came out on a rough slope that opened to what we assumed to be the invisible ridge of Mount Yatsugatake. There before us loomed a large building with a red roof and several wings backed up against the forest.

"That's it," I muttered as I leaned into the lurching of the car.

Setsuko raised her head, and with a somewhat worried look she gazed blankly at the buildings.

Upon our arrival at the sanitarium, we were taken to room no. 1 in the second-floor ward at the back of the hospital nearest the forest. After a simple examination, she was ordered to go right to bed. The sickroom had a linoleum floor and a bed, a table, and a chair, all painted white. . . . All there was in addition were some trunks that the porter had just brought in. The two of us were now alone, but I was a little uneasy and did not go to the cramped little room next door that was provided for her attendant. I looked blankly around the room that seemed so bare and then went back and forth to the

window to have a look at the sky. The wind was driving the heavy black clouds. Sharp noises crackled now and then from the woods. I stepped out onto the balcony and felt the cold. The balcony extended, without any partitions, past all the sickrooms. Not a soul was on it. I walked along heedlessly, looking into one room after the next. Through the half-open window of the fourth room I saw a patient in bed, so I hurried back.

The lamp had just been lit. We turned to eat the supper that the nurse had brought. This was the first meal the two of us had eaten alone together, and we felt a bit forlorn. While we ate, it became completely dark outside. We thought how quiet it had suddenly become. Before we knew it, the snow began to fall.

I stood up and closed the half-open window to a crack. I pressed my nose against the glass, and my breath fogged the window as I stared at the falling snow. Turning back and facing Setsuko, I asked "Well, what do you think . . . ?"

She looked up from her bed, appealing to me and putting her finger over her mouth as if telling me not to talk.

The sanitarium stood where the wide, uninterrupted, red ocher lower slope of Mount Yatsugatake began to level off. The building faced south with wings extending in parallel. Two or three small mountain villages perched tilting on the slope that extended downward until completely enveloped in black pine forest. There the slope disappeared into the invisible valley.

From the south-facing balconies one could look across the tilted

villages and the broad sweep of red brown cultivated fields. On a clear day to the south and west and above the surrounding forests of pine, the southern Alps and two or three spur ridges appeared and disappeared amid clouds boiling up from below.

When I awoke in my little next-door room the morning after our arrival at the sanitarium, I could see through my little window a clear blue sky and many white peaks like cockscombs, looking as if they had sprung unexpectedly out of thin air right before my eyes. The spring sunlight was bathed in mist rising from snow that had fallen unseen on the balcony and the roofs during my sleep.

Feeling I had overslept, I jumped up hurriedly and ran into the sickroom next door. Setsuko was awake, wrapped in a blanket, her face flushed.

"Good morning," I said cheerily, feeling my own face equally flushed. "Did you sleep well?"

"Yes," she nodded. "I took some sleeping medicine last night. It gave me a headache."

As if to say that was nothing to be concerned about, I threw open the window and the glass doors that led to the balcony. It was so dazzling bright I could barely see at first, but when my eyes became accustomed, I saw a light mist rising from the snow-covered balcony and from the roofs, the fields, and even the trees.

"I had a funny dream. . . ." She spoke to my back.

I realized she was straining to make some difficult confession. She always spoke hoarsely like that on such occasions.

I turned toward her. Now it was my turn to put my finger over my mouth as a signal not to talk. . . .

Shortly the head nurse came bustling in with a kindly manner. Every morning she visited the patients one by one in their sickrooms.

"Did you sleep well last night?" she asked in a cheerful voice.

The patient said nothing but nodded meekly.

Life in a mountain sanitarium like this has a special human quality of its own, stemming first from the average person's belief that this is no more than a dead end. . . . I first became dimly conscious of this human quality, previously unknown to me, when shortly after our arrival the sanitarium director called me to his consultation room and showed me Setsuko's X-ray.

He led me to the window and held up the film to the light for me to see. He explained the picture point by point. On the right side of her chest, several ribs could be distinctly seen. But on the left they were almost invisible. Instead there was a large infected spot like a strange dark flower.

"The infection has spread farther than I expected. . . . I didn't think it would be as bad as this. . . . She may be about the second worst case we have in the hospital. . . ."

The director's words were like a croaking in my ears. I felt I had lost the power of thought. The image of the strange dark flower I had just seen, unrelated to his words, jumped out vividly on the threshold of my consciousness. I left the consultation room. Nurses

passing me in white uniforms, the naked bodies of patients sunbathing here and there on the balconies, the bustle in the ward, the twitter of birds, all rushed past without connection. I went into the farthest ward and slowed my steps mechanically to climb the stairs leading to our second-floor sickroom, when from a sickroom just before the stairway I heard a continuous hacking cough, strange and gruesome like nothing I had ever heard before. “Oh, there’s a sick person in here, too,” I thought as I stared blankly at the no. 17 on the door.

Thus began our extraordinary life of love.

When Setsuko entered the hospital, she was ordered to rest and she remained in bed. Before she entered the hospital, she had always wanted to get up whenever she felt better. Now she seemed more sickly by comparison, although I did not think the illness itself had worsened. The doctors always appeared to treat her as an invalid who was expected to recover soon.

“We’re getting a hold on that illness all right,” the director kept joking.

The season, which had seemed a bit delayed, now reversed itself and raced ahead. It was as if spring and summer had rushed in almost simultaneously. We were awakened each morning by the singing of bush warblers and cuckoos. All through the day, the fresh green of the surrounding forest invaded the sanitarium from all sides and colored the sickrooms an invigorating green. It seemed in those days that white clouds came boiling out of the mountains in the morning

and returned to their mountain sources in the evening.

When I recall those first days that we were together and I was scarcely ever away from her bedside, one day resembles another. There was a consistent sameness to the charms of one day after the next, so that I cannot now distinguish what came before and what came after.

Yet now I feel that while we lived through day after day of repeated similarity, we somehow escaped completely from time. Every trivial detail of our daily life during those days free of time still holds a unique and distinctive charm. The warmish but fragrant being before me, her rather rapid breathing, the limp hand holding mine, her smile, and the simple conversation we sometimes exchanged—if I lay all those things aside, there is a sameness to those days that leaves nothing in memory. —That's really all there was to the essence of our life. The fact that we were so satisfied in this modest existence came, I am sure, because we two were together.

To mention the one and only event of those days, she would occasionally develop a fever that, little by little, wasted away her body. On those days we tried to savor the charm of the unchanging daily schedule a little more carefully and a little more slowly, as if we were secretly stealing the taste of forbidden fruit. We could cherish our joy to the fullest in a life that tasted somehow of death.

One of these evenings we gazed spellbound, I from the balcony, Setsuko from her bed, at the uncertain grayness vividly tinged with red that crept over the neighboring mountains, the hills, the forests, the highland fields, all bathed alike by the setting sun sinking

behind the opposing range. I recall birds flying up occasionally, drawing parabolas above the trees. I thought how impossible it was for us, with our overflowing happiness beyond the moment, to grasp a scene like this, no matter how familiar, created on the instant of an early summer evening. Much later, whenever this beautiful evening came back to me, the dream brought memories, a perfect vision of our happiness.

"What are you thinking about?" Setsuko's voice sounded from behind my back.

"I'm thinking about how, long after this, we will remember how beautiful was our life here."

"Yes. That may be true," she replied, as if happy to agree with me. Then again without speaking, we gazed on that scene. Absorbed in my gaze, I sensed to my surprise a vague and incoherent pain, a feeling that I was not myself. At that moment I fancied I heard the sound of deep breathing behind me. I thought that maybe the sound was my own. Trying to confirm as much, I turned to her.

"Like this. . . ." She spoke in a hoarse voice, as she turned to look at me. Seeming to hesitate after starting to speak, she added quickly in a new and different tone of resignation, "It'll be all right if we can just go on living like this."

"What a thing to say!"

I exclaimed in my irritation.

"I'm sorry." With this brief answer, she looked away.

I was gradually becoming irritated, but with a feeling that I did not

understand. I turned to look again at the mountains, but the strange momentary beauty had already faded from the scene.

That evening when I was starting for bed in the neighboring room, she called me.

"Excuse me for that, won't you?"

"That's all right."

"I wanted to say something else that time, but then I said it that way."

"What did you want to say?"

"Once you said right out that you thought true beauty lay only in the eyes of one about to die. I remembered that then. To think like that about the beauty of such a time. . . ." As she spoke, she stared at me, complaining or appealing for something.

My heart was stricken at these words, and I had to look down. Suddenly a thought crossed my mind. The uncertain feeling of irritation became clear to me at last. "Yes. Why didn't I think of that? It was not I that thought nature was so beautiful. It was both of us. Let's say that Setsuko's spirit saw the dream through my eyes and my fashion. Without knowing that Setsuko was dreaming of her final moments, I chose to think of our long life together. . . ."

She continued staring at me in the same way until, after pondering these things, I finally raised my eyes. Avoiding her glance, I leaned over and kissed her on the brow. I was heartily ashamed.

Midsummer came at last. It was more intense here than in the plains. In the forest in back, cicadas shrilled ceaselessly morning to night, as if on fire. The odor of resin was wafted through open windows. By evening many patients had their beds moved onto the balconies to breathe a little more comfortably in the outdoors. Seeing these patients, we realized for the first time how their numbers had grown. Yet we continued our life as two together without regard to others.

These days Setsuko had lost her appetite completely because of the heat, and often she could not sleep at night. To protect her afternoon nap I took extra care against footsteps in the hall and against wasps and horseflies coming in through the window. I also was worried about my own heavy breathing from the heat.

Watching over the sick one at her bedside and holding my breath as I watched, I myself was close to sleep. I was keenly and painfully aware of the changes in her breathing, speeding up and slackening as she slept. My heart was beating with hers. From time to time, she was attacked by spells of difficult breathing. Her hands would twitch, and she would clutch at her throat. I wondered whether she was having a dream, but as I debated whether to wake her, the spell passed and she relaxed. I was relieved, and her now quiet breathing gave me a sense of pleasure. When she awoke, I kissed her hair gently. She looked toward me with a tired glance.

"Are you there?"

"Yes, but I'm a little drowsy, too."

That night when I could not sleep, I found myself imitating that gesture of clutching my throat. It had become a habit. When I

noticed it, I too felt a real difficulty in breathing. To me, though, that was a rather agreeable feeling.

"The color of your face isn't very good these days." She looked at me steadily as she spoke.

"Haven't you rubbed something on it?"

"It's nothing," I said in a satisfied manner. "Don't I always look like this?"

"You ought to go take a walk or something and not stay too much at a sick person's bedside, don't you think?"

"How can I take a walk when it's so hot? . . . Evening is evening, but then it's all dark. . . . But then I'm always coming and going in the hospital every day."

To avoid pursuing this conversation, I would go out every day into the corridors, meet people, and talk with other patients. I chatted with people about the cluster of young patients on the balcony who watched the drifting clouds and compared them to animals on a racetrack in the sky, and about the tall, weird, severely mentally disturbed patient coming and going aimlessly in the hall, clinging to the arm of the attendant nurse. I always avoided mentioning the patient whom I had never seen but whose gruesome cough made me shudder whenever I heard it as I passed room no. 17. I thought he might be the most severely ill patient in the sanitarium.

Although it was near the end of August, the sleepless nights continued. One of those nights when we could not sleep (it was long past the 9 p.m. bedtime), some hubbub erupted in the opposite ward

on the floor below. There were mingled sounds of footsteps tripping along the corridors, the subdued, quiet voices of nurses, and the clink of utensils. I listened for a while in apprehension. When I thought the noises had subsided, a low murmuring sounded here and there simultaneously through the wards, finally ending in the room directly below us.

I realized that some kind of storm was raging throughout the sanitarium. Straining my ears, I went to check the sick one in the next room, where she might be sleepless, too, in the dark. She had not rolled over and was lying still. Stifling my breath, I waited quietly for the storm to subside.

Finally after midnight, it did seem to subside, and I dozed off for a bit unexpectedly, but suddenly I was awakened by two or three violent, nervous coughs that the sick one next door had been forcibly suppressing. The coughing stopped right away, but I didn't like it, so I went into the next room. The sick one, alone and frightened in the total darkness, her eyes wide open, looked toward me. I went to her quickly without speaking.

"I'm all right."

She smiled and spoke in a low voice that I could hardly hear. Without a word, I sat down on the edge of the bed.

"Stay here, please."

She spoke in a faint voice, unlike her usual tone. There we two stayed until dawn without a wink of sleep.

Two or three days later, summer suddenly faded away.

In September a series of rainstorms came and went, and in between it drizzled without a break. The rain seemed to rot the leaves before turning them yellow. Day after day the windows were closed and the sanitarium rooms remained dark. The doors rattled in the wind. Monotonous and heavy noises were wrenched out from the woods. On windless days we listened all day long to the rain falling on the balcony roofs. Early one morning when the rain was like mist, I looked vacantly out of the window into the dawning light on the long narrow courtyard facing the balcony. I saw a nurse coming toward me, picking all she could reach of the cosmos and asters blooming in profusion there in the rain. I recognized her as the attendant to room no. 17. "Oh, that patient whose wretched cough I heard all the time may have died." I thought of that as I stared at the nurse, who was sopping wet from the rain but who continued excitedly picking flowers. I felt a sudden wrenching in my heart. "Wasn't he the most severely ill one here? If he dies, who will be next? I wish the sanitarium director hadn't said that. . . ."

I held my face pressed heedlessly against the window pane even after the nurse disappeared with her flowers under the balcony.

"What are you looking at?" she asked me from her bed.

"There was a nurse picking flowers there in the rain. I wonder who it was?"

I murmured that to myself and stepped away from the window.

All through this day I simply could not look directly at the sick one's face. Deliberately I feigned ignorance even as I saw through

everything, but at times I felt her eyes staring at me. That pained me even more. We began to share a kind of inseparable, mutual anxiety and fear. I thought it insufferable that the two of us were each thinking a little differently, and while I tried to forget the event as quickly as possible, I could keep nothing else in my head. In the end, the dream the sick one had on the snowy night when first we arrived at the sanitarium, the unfortunate dream that first I did not want to hear but finally overcome, I had to hear from her—the dream I had forgotten till now—abruptly it hit me again. . . . In that uncanny dream the sick one had become a corpse lying in a coffin. People were carrying the coffin across some unknown fields and in and out of some woods. The dead woman in the coffin was watching intently the withered wintry fields and the black fir trees and was listening to the lonesome sound of the wind blowing overhead. . . . When she awoke from that dream, she felt keenly that her ears were cold and were full of the soughing of the firs.

While the misty rain continued for some days, the seasons changed again. In the sanitarium the patients, who had noticeably grown to a large number, now began to depart by ones and twos, and only the seriously ill remained, those who would have to spend the winter here. The sanitarium reverted to the loneliness that preceded summer. The death of the patient in room no. 17 suddenly made this conspicuous.

One morning at the end of September, I was gazing casually into the woods from a window on the north side of the hall when I had a strange feeling that someone was out there in the mist, going in and out of the woods. I asked the nurses, but they appeared to know

nothing. I forgot about it then, but the next morning two or three workmen appeared and disappeared in the mist as they began to cut down a chestnut-like tree on the side of the hill.

That day I happened to find out about the events of the day before, with which none of the patients seemed acquainted. It was reported that the weird, mentally disturbed patient had hanged himself in the woods. That big man that I had seen so many times going up and down the hall on the arm of his nurse had suddenly disappeared yesterday, it was noticed.

"So it was that man's turn?" I had become very nervous after the death of the patient in room no. 17, but to my surprise, I was relieved at this unexpected death less than a week later. Even though this gloomy death left me with an eerie feeling, it would be correct to say that I hardly felt it at all.

"You could say this isn't as bad as the death of that fellow the other day, because that one had no intention of dying," I told myself cheerily.

Starting from that odd space where the workmen had cut down two or three chestnut trees in the forest, the men continued leveling the side of the hill. They pushed the soil down the steeper slope north of the ward into a small open space where they began to grade the gentle slope. They were making a flower bed.

"There's a letter from Father."

I handed Setsuko the letter, one from the packet of mail the nurse had given me. She took it lying in bed, and with a girlish sparkle in her eyes, she read it through.

“Oh, Father says he’s coming.”

Father had written that he would drop by the sanitarium quite soon, stopping off on his return from a trip.

It was a clear October day but with a rather strong wind. Recently Setsuko had lost her appetite from constantly lying in bed, and she had become noticeably emaciated. Now she started trying to eat, and occasionally she would get up or sit up in bed. A sweet smile of remembrance would now and then cross her face. I recognized the likeness to the girlish smile she always showed her father. That was her way, I had to admit.

One afternoon a few days later her father arrived.

His face looked somewhat older than before, but more noticeable was the stoop in his back. He rather dreaded the atmosphere of the hospital, it appeared. He came into the room and sat down beside the sick one’s bed where I habitually sat. Because she had been too active for the last few days, she had developed a fever the night before, and the doctor, frustrating her expectations, had ordered her to remain quiet since the morning.

Although he had been convinced that the sick one was recovering, when Father saw how she kept to her bed, he appeared uneasy. As if looking for the reason, he carefully studied the room, watched every move by the nurses, and went out onto the balcony to look around. He seemed to be satisfied with these observations. When he noticed that the sick one’s cheeks had become rosy from the fever and not from excitement, he remarked, “The color of her face is really good.” He repeated it again as if to convince himself that his daughter was

somehow better.

I left the sickroom on the pretext of being busy, leaving the two of them alone together. When I came back a little while later, the sick one was sitting up in bed. Spread out on the quilt were a box of cakes and other packages her father had brought. They seemed to be things she had liked as a child and that her father thought she would still like. When she saw me, she blushed like a child caught in some mischief. She picked up the things and lay back in bed.

I was rather embarrassed, and I moved away from the two of them and sat down in a chair by the window. The two resumed their interrupted discussion in lower voices. It was mostly devoted to people and affairs unfamiliar to me. She seemed moved by some of them in ways I could not know.

I contrasted the two in their happy conversation as if I were looking at a picture. I saw her girlish sparkle revive in the expression on her face and the modulation of her voice that she displayed to her father in this conversation. Her happy childlike manner led me to dream of her life as a girl, before I knew her.

A little later when we two were alone, I went up to her and whispered in a teasing way.

“You’re a rosy lass today, a stranger to me.”

“I don’t know.” She covered her face with her hands like a little girl.

Father stayed for two days.

Before he left, he had me show him around the sanitarium. His purpose was for the two of us to talk. The day was completely clear without a cloud in the sky. Even when I pointed out the reddish slopes of Mount Yatsugatake, completely clear that day, he only glanced at them and continued his fervent conversation.

"This place doesn't seem to be helping her, does it? It's already been more than half a year, and I would have thought she might be a little better."

"Well, the weather was bad everywhere this summer, wasn't it? They say that winter is the best time in a mountain sanitarium like this. . . ."

"Maybe we should just be patient till winter, but it's not easy to wait until then. . . ."

"But I expect to be here this winter." I fretted about how to make Father understand what happiness this mountain isolation brought to us, but when I thought of the sacrifice Father was making for us, I could not speak about it, and our conversation continued at cross-purposes. "Well, since we came to the mountains for a purpose, shouldn't you leave her here?"

"Yes, but can you stay with her until winter?"

"Yes, of course."

"That's really inexcusable to do to you. . . . Are you able to work?"

"No . . ."

"Don't you have to do a little work without concern only for a

sick one?"

"Yes, a little, from now on," I stammered.

"I've had to abandon my work for a long time. I'll have to start it up again soon. . . ." My emotions were brimming as I thought about this. We remained silent for a while and stopped to linger on top of a hill. We gazed at the countless clouds of a mackerel sky spreading rapidly in from the west.

Then we walked through a forest where all the leaves had turned yellow and so returned to the hospital from the rear. Two or three workmen were still leveling the slope that day. I said casually as we passed, "I hear you're making a flower bed here."

I went to see Father off at the station in the evening, and when I returned, I found the sick one in bed, lying on her side and choking with violent coughs. She had never before coughed so violently. I waited until the outburst had subsided a bit and asked her:

"How are you?"

"It's nothing. . . . It'll stop right away." That's all she said. Then, "water, please."

I poured some water from the pitcher into a glass and held it up to her mouth. She took a sip, then rested quietly for a bit until she was attacked by another more violent outburst. I almost jumped on her bed, but I could do nothing for her writhing body except to ask:

"Shall I call the nurse?"

". . ."

When the spasm had subsided but her body was still twisted in pain, she covered her face with her hands and nodded.

I went to call the nurse. I followed the nurse, who, ignoring me, raced ahead into the room. With the nurse supporting her by both hands, the sick one regained a somewhat happier attitude. She opened her eyes vacantly. The coughing spell seemed to have ended for the moment.

The nurse gradually released her hands.

"It's stopped. . . . Stay like that, please," the nurse said, beginning to straighten the mussed-up blankets. "I'll get you an injection."

As the nurse went out, she whispered in my ear as I stood tensely at the door, not knowing what else to do. "A little bloody phlegm came up with the coughs."

I returned to the bedside.

She had her eyes wide open, but I had to think she was asleep. With one hand I pushed up a loose curl of hair on her pale forehead and gently stroked her brow, moist with cold sweat. The hint of a smile flitted across her lips, as if she felt my warm presence.

Days of absolute quiet followed.

The yellow window blind of the sickroom was pulled all the way down; the room was dark. The nurses walked on tiptoe. I remained constantly by her bed. I alone watched over her through the night. Now and then the sick one would look my way and start to speak. Immediately I put my finger to my mouth to signal to her not to talk.

The silence plunged us each into the depths of our own thoughts. Each clearly felt pain at the other one's thoughts. I sensed acutely that in this event she had sacrificed herself for me and that as I brooded on how she changed before my eyes, she seemed to regret how as an invalid she had destroyed in a moment with her own rashness what we two had so carefully nurtured.

My heart was torn at how she so sweetly seemed to blame only her own rashness without making it into a sacrifice. While the sick one had to make appropriate compensation even to the point of sacrifice, this had, we believed, brought us the most sublime happiness, a joy in life that I savored together with the sick one, even here at what might become her deathbed. Would it really satisfy us, though? What we thought was our happiness, wasn't it more a passing fancy, a thing of the moment, than it was the happiness we believed it to be?

Tired as I was with night nursing at the side of the dozing invalid, I felt an unease, a hesitant thought that something there and then was threatening our happiness.

The crisis passed in only a week.

One morning the nurse threw back the blinds and opened the window partway. Brilliant autumn sunshine streamed through the window.

"I feel good," the sick one said with renewed vigor from her bed.

With my newspaper spread out next to her pillow, I thought how events that shocked people seemed in their aftereffects to be quite remote affairs. I glanced at her and spoke in unthinking jest.

“When your father comes again, it would be better not to get too excited.”

She accepted my jest openly, showing her feelings with a blush. “I’ll keep it cool next time Dad comes.”

“If you can.”

While we joked together, consoling each other’s feelings, we, like children, pushed all responsibility onto her father.

Without seeming to will it at all, we came lightly through the crisis, which had so recently assailed us in spirit and in body, as if we were cheered that the events of the last week were no more than an aberration. At least, it seemed so to us. . . .

One evening as I was reading by her side, I suddenly slammed the book shut, went to the window, and stood there, thinking deeply. Then I returned to her side. I picked up the book and started reading again.

“What’s up?” she asked, looking up at me.

“It’s nothing,” I replied casually, buried briefly in my book. Then I broke the silence.

“I haven’t done much of anything since we came, and I was thinking I ought to start working.”

“That’s right. You ought to do your work. Father was worried about that, too.” She spoke with a serious look on her face. “You shouldn’t think only of me. . . .”

“No, I’d like to think much more about you. . . .” A vague idea for

a novel suddenly popped into my head, and pursuing it, I spoke as if to myself. “I’m thinking of writing a novel about you. I can’t think of any other topic right now. This happiness that we share together—the joy of life that flows from what everyone thinks is a dead end—our life that nobody knows, I want to give it shape, make it more certain. Do you understand?”

“I understand.” She seemed to follow my thinking as if it were her own, and she quickly agreed with me. She laughed with a wry smile.

“If you are writing about me, do it as you like,” she replied with indifference.

I, however, took her words seriously.

“Well then, I’ll write it as I like it. . . . But I’ll need lots of help from you.”

“What can I do?”

“While I’m working, I’d like to have you happy from your head to your toes. If you aren’t, . . .”

Rather than thinking abstractly to myself, I wanted us to think together. I walked around and around in the sickroom, oppressed with thoughts boiling up one after another in a strange feeling of excess activity at work in my brain.

“You’ll lose your energy if you hang around too much with an invalid. . . . Shouldn’t you go out for a walk?”

“Yes, if I’m going to work,” I said in high spirits, my eyes shining, “I’ll go for a walk.”

I came out of the woods. In front of my eyes the lower slopes of Mount Yatsugatake spread endlessly beyond the forest on the far side of the wide valley. In the foreground backed up to the forest lay the small village with its farm fields sloping outward, and there I could see clearly the tiny shape of the sanitarium building, its red roofs spread out in wings.

From early morning I roamed from one woods to another, letting my thoughts leave my feet to wander as they would. Then at a moment when the tiny shapes of the sanitarium unexpectedly came into my view, appearing close by in the clear autumn air, I had a feeling of suddenly awakening from whatever possessed me. Now for the first time I felt myself drawn apart from the strangeness of that life we lived together so casually day after day, surrounded by all those sick people in the sanitarium. Thus, as the desire to create that had been seething inside me was stimulated, I began to convert our strange everyday life into an extraordinarily sad but serene story. . . . "Setsuko, I can't believe that two people have ever shared such mutual love. There hasn't been a you before. Or a me, . . ."

Our dreams at times rushed by the affairs around us, and at times they stalled as if in permanent pause. When I was far from her, I talked incessantly with her and listened to her answers. Like life itself, our story seemed endless. Before we knew it, the story took on a life of its own, developing on its own without regard to me, leaving me to stagnate there in place. As if wishing for the outcome, the story itself had accomplished the sad death of the invalid heroine. . . . The girl, with a premonition of the end of life, exerts

her declining energies to be cheery, to live with nobility. Held up on the arm of her lover, the girl grieves for the grief of the one she will leave behind. The girl who went happily into death, the image of that girl soars clearly as if sketched against the void. . . . "The man, trying to make their love more pure, escorts the sick one to a mountain sanitarium, but when death threatens, the man comes to doubt whether the happiness that they tried to attain and may even have attained to the fullest is really enough to satisfy them. Yet the woman, grateful to the man who has been attending her faithfully to the end in the agony of her death, goes contented to that death. So the man, aided by the nobility of the dying one, comes in the end to believe in their small happiness. . . ."

The end of the story seemed to lie in wait to trap me there. Suddenly the image of the girl about to die struck me with unanticipated intensity. I was attacked by indescribable fear and shame as if I were being awakened from a dream. To shake off the dream, I stood up brusquely from the beech-tree root I had been sitting on.

The sun had climbed high. The mountains, the forest, the village, the fields—everything—lay placid on that peaceful autumn day. In the tiny far-off buildings of the sanitarium, all were unmistakably following their daily routine. The image of the lonely Setsuko awaiting me alone in dejection, left behind as always amid all those unknown people, hit me unbearably, and I hurried down the mountain path.

Threading through the woods in back, I returned to the sanitarium. Detouring around by the balcony, I approached the farthest

sickroom. Setsuko lay in bed without noticing me but fiddling with her hair as usual and staring sorrowfully into space. Dropping the idea of tapping on the window glass with my fingers, I gazed at her. She seemed lost in reverie, looking as if she could at last endure the threat against her, or perhaps unaware that she appeared that way. . . . Feeling a wrench in my heart, I stared at the unfamiliar figure of this woman, when suddenly her face brightened. Raising her head, she smiled. She had seen me.

I entered from the balcony and came to her side.

"What are you thinking about?"

"Nothing." She spoke in a voice hardly hers.

When I remained silent and a little depressed, she returned to her normal self and spoke in an intimate voice.

"Where did you go? You were gone a long time, weren't you?" she asked.

"Over there." I spoke casually and pointed at the forest that could be seen in the distance beyond the balcony.

"Oh, you went that far? Did you get any work done?"

"Well, . . ." I replied grumpily and lapsed back into silence. Then suddenly I blurted out:

"You, are you satisfied with this life?" I asked her in a shrill, nervous voice.

She seemed to flinch at my crazy question. She stared back at me, nodding as if to verify the question.

“Why do you ask such a question?” she said, dubiously.

“I wondered whether a life like this wasn’t some whim of mine. No matter how important I took it, but for you. . . .”

“Don’t talk like that,” she interrupted me suddenly. “It’s a whim of yours to talk that way.”

My dissatisfaction at her words was apparent. She watched my downcast appearance uneasily for a while, and then when she could stand it no longer, she spoke at last.

“You don’t understand that I’m so contented here? Even when I’m feeling my worst, I haven’t for a moment thought of wanting to return home. If you weren’t here with me, how would it be for me, really? . . . A little while ago when you weren’t here, I pretended to endure it, thinking at first that the later you came back, the greater would be my happiness on your return, but when the time had passed that I thought you would return and you had not come back, I finally became uneasy. I felt this room where we had been together so constantly had become unfamiliar, and I wanted to escape from this frightening place. Then when I thought about what you had said, I regained my composure. When did you say it to me? —Long afterward when we think back on our life here, how beautiful it will seem. . . .”

She spoke in a hoarse voice that trailed off. She stared at me, her mouth twisted into something not quite a smile.

My heart was unbearably full to hear those words, but I was afraid to let her see my feelings and I stepped quietly out onto the balcony. It was like those early summer evenings that so perfectly epitomized

our happiness, and yet it was tinged with the totally different light of an autumn morning, a colder, deeper light. I gazed intently at the wide vista. It was like our happiness at that time, and I felt myself filled with unfamiliar feelings that wrung my heart more and yet more. . . .

Winter

OCTOBER 20, 1935

In the afternoon I left the sick one as usual and went out from the sanitarium. Weaving through the fields where farmers worked busily at the harvest, I passed over a wooded hill and descended into the deserted little village in the hollow. I crossed the hanging bridge over the mountain stream and climbed a low hill on the opposite bank, wooded with chestnut trees. There on the upper slope I sat down. How many hours I was absorbed there, serene and cheery, conceiving the story I was about to write. I remember at times being startled by loud noises echoing through the valley, the sounds of children below shaking the trees to make the chestnuts fall.

Everything I could see and hear around me proclaimed the ripening fruit of our life, and I felt myself stimulated to reap those fruits quickly. I loved that thought.

The sun started to set, and I saw the village in the valley sink into

the shadow of the wooded hill. I stood up slowly, started down the mountain, crossed the bridge again, and walked silently through the little village to the droning of waterwheels here and there. Then, thinking of the sick one waiting dejectedly for my return, I quickened my pace toward the sanitarium, proceeding along the edge of the larch forest at the foot of Mount Yatsugatake.

OCTOBER 23

Near dawn I was awakened in surprise by a strange sound from close by. I pricked up my ears, but the sanitarium was deathly quiet. I was wide awake and could not go back to sleep.

I stared blankly out through the little moth-encrusted window glass at two or three faintly gleaming morning stars. Feeling how lonely the daybreak was, I got up, and not knowing what to do, I walked barefoot into the darkened sickroom next door. As I approached the bed, I bent over and looked at Setsuko's sleeping face. At that moment she opened her eyes wide and looked up at me.

"What are you doing?" she asked suspiciously.

Nothing, I said with a wink, bending over quietly, and feeling I could not endure it, I pressed my face down against hers.

"My, it's cold," she said, closing her eyes and turning her head slightly. There was a fragrance to her hair. We felt our mutual breathing as we pressed our cheeks together.

"Oh, a chestnut dropped," she whispered, peering at me through

half-closed eyes.

"Was that a chestnut? . . . That's what woke me up."

I spoke in a rather excited voice. I left her and walked over to the window that was gradually becoming light. I leaned against the window. A warm teardrop oozed from an eye and ran down my cheek as I stared at the muddy red color of the unmoving clouds above the mountain. I could hear sounds coming from the fields.

"You'll catch a cold doing that," she said in a weak voice from the bed. I turned toward her, wanting to make some lighthearted reply. When I met her eyes staring at me anxiously, though, I couldn't speak the words. I left the window and returned in silence to my room.

A few moments later, the sick one was struck by a violent spell of unstoppable coughing, as she was every morning. I crawled back into bed and listened with a feeling of inexpressible concern.

OCTOBER 27

Today again I spent the afternoon in the mountains and the forest.

One topic would not leave me throughout the day. A genuine marriage engagement—how much happiness could two people share in too short a lifetime? The image of a young man and a young woman, their heads bowed quietly before a fate that was hard to contest but standing together and sharing the warmth of their heads and their bodies; the image of us as a couple, desolate yet not

without some happiness, I could clearly see that before me. Now if I tried, what could I really depict?

In the evening as always, I returned quickly past the sloping margin of all-yellow larches along the broad base of the mountain. Then at the edge of the woods behind the sanitarium, I saw in the distance the tall figure of a young woman, her hair glowing in the light of the setting sun. I stopped for a moment. It looked like Setsuko. Staring at the solitary figure there and wondering if it could be Setsuko, I speeded up my steps. As I neared, I saw it was indeed Setsuko. "What's happened?" I asked, breathless, as I rushed up to her.

"I was waiting for you here," she said, laughing and blushing slightly.

"Is it OK to be so rash?" I asked, glancing sideways at her face.

"It doesn't matter just this once. I felt so good today." She spoke as vivaciously as possible and looked toward the mountain I had come from. "I could see you coming all the way."

I stood next to her and gazed speechless in the same direction.

She spoke again in the same cheery manner. "Coming this far, you get a good view of Mount Yatsugatake."

"Yes," I replied off handedly. I stood by her shoulder and gazed with her at the mountain. I was strangely confused. "This is the first time I've looked at that mountain with you, and yet by myself, I feel I've looked at it so many times."

"That's not how it should be, is it?"

“No. You’re right. I see that now. We looked at that mountain together long ago from the other side. No, in the summer when we looked for it, the mountain was always hidden by clouds, and we could see almost nothing. But in the autumn when I went there alone to see it, the mountain was always visible on the horizon from the opposite side. I didn’t know what the distant mountain was, but surely this was it. That seems to be the right direction. . . . Do you remember that luxuriant meadow of pampas grass?”

“Yes.”

“It’s really strange—to have been living with you at the foot of that mountain without ever noticing it.” Two years ago on the last day in the autumn when I first stared at those mountains far away, visible sharply above the horizon from that luxuriant field of pampas grass, I felt a happiness that was almost sad. I remembered vividly and with such yearning the image of myself dreaming of when we could live together.

We fell into silence. We looked at the ranges of mountains and watched as flocks of birds flew silently across the sky. We lingered there, our shoulders touching, feeling our love as we did on those first days. Our shadows crept across the grass, lengthening gradually.

A light wind came up and the forest behind us rustled with the sudden breeze. “Let’s head on in,” I said to her as if it had just occurred to me.

We went into the forest of falling leaves. I stopped from time to time to let her walk ahead. It wrung my heart to remember how that

summer two years ago I let her walk two or three steps ahead through the woods so that I could see her better.

NOVEMBER 2

At night a single lamp stood near us. Under the light and accustomed to the silence of saying nothing, I wrote diligently at the story of our happiness in a life together. Setsuko lay in her darkened bed shaded from the lamp, so quiet that one would not have known that she was there. When I looked up from time to time, she would be staring at me as if she had been staring for a long time. “I like to be by your side like this,” her glance filled with love seemed anxious to tell me. Oh, how that helped, made me believe in the happiness we possessed, and gave clear form to my efforts.

NOVEMBER 10

Winter came. The sky widened; the mountains came closer. Snowy clouds lay motionless across the upper slopes. Were they driven down from the mountains by this morning’s snow, those unfamiliar birds crowding the balcony? When the snow clouds melted away, the upper slopes remained pale white for a day. The summits were now permanently and conspicuously covered with snow.

I remembered how years ago I had longed in my frequent dreams to live in a lonely mountain area with a sweet girl, far from the world

and sharing a life of heartfelt love. Since I was small I could envisage in those endless dreams a life of imperishable sweetness, a life without the least harm amid a fearsome and rigorous nature. For that reason, this now had to be it, in this true winter, in these lonely mountains.

> —Near dawn I rose quietly while the sick girl slept briefly, and in high spirits I slipped out of the mountain hut into the snow. The mountains were bathed the color of rose in the dawning light. I went to a neighboring farmhouse for goat's milk, and while returning, I became thoroughly chilled. I put more wood on the fire. Soon the fire began to flame up with a crackling sound; the noise awakened the girl and I waved a benumbed hand. Thus do I write of our happy life in the mountains. . . .

This morning I recalled these dreams of some years ago. I saw in my mind's eye the winter scenery like a wood-block print of some improbable place. I rearranged the placement of furniture in the log cabin, consulting myself about how to do it. Then the background fragmented and faded away. All that remained from my dreams was the reality of the mountains covered lightly in snow, the bare trees, the cold air. . . .

After finishing my meal by myself, I slid my chair over to the window and sat there absorbed in my recollections. I turned suddenly to look at Setsuko, who was staring blankly at the mountains, sitting up in bed and looking tired after finishing

breakfast. With greater than usual pity I stared at her haggard face and straggly hair.

"I wonder whether it was my dreams that brought you here?" I had a feeling close to regret but did not put my thoughts into words. That is, I thought to myself, "Even if that were so, I have been so absorbed in my work recently. While I have been by your side, I haven't been thinking of you here and now. As I work, though, I really am thinking about you more and more, and I'd like you to know that as well as I do. So in good spirits I am spending my time more on my little dreams than on you. . . ."

Whether she read in my glance what I wanted to say, she looked up at me seriously, not smiling, from her bed. From then on, our custom became more and more to fasten our gaze upon each other's eyes.

NOVEMBER 17

I thought I could finish my notes in two or three more days. If I wrote about our life together like this, there might be no end to it. Anyway, in order to finish it, I would have to give it some kind of conclusion, but as of now I did not want to assign any ending to our continuing life. No, I would not have it end. The best thing would be to stop with our present life in its current aspect.

In its current aspect? . . . I remember reading in some story the words, "The more you remember happiness, the fewer the impediments there are to happiness." How does what we two now

have differ from the happiness we previously shared? It resembles that happiness, but it differs, too. How much more painful and heart wrenching it is. Couldn't I find a more appropriate ending to our story of happiness if I pursued the truth in what is not fully revealed on the surface of our life? I don't feel there is anything hostile to our happiness concealed in that side of our life which, for some reason I do not understand, I cannot yet make fully clear.

I had an unsettled feeling about that, and turning out the light, I started to walk past the sleeping invalid. I stopped to stare at the pale white face in the darkness. Her sunken eyes seemed to twitch occasionally, but I did not find that to be at all threatening. Was it no more than my unspoken unease that made me feel that way?

NOVEMBER 20

I read over carefully the notes I had already written. I thought they might to some extent fulfill my intentions.

Actually, as I read over the notes, I found to my surprise and distress that they failed to carry the full flavor of the story's main theme: our happiness together. My thinking had somehow diverged from the topic of my story.

> The two of us at the center of this story, savoring that modest joy in life that had been granted to us, had come to believe that joy in itself had made our mutual happiness unique. In that

respect, at least, it bound our hearts together, we thought. Had we aimed too high? Did I underrate our craving for life? For that reason, could these bonds of the heart be torn loose? . . .

"Poor Setsuko," I thought, without straightening up the notes spread out on my desk. "In silence she saw through my will to life, that I pretended not to recognize, and she did not appear to share the feeling. That torments me. Why couldn't I have concealed it from her? Am I that weak?"

I turned to look at the sick one, her eyes half closed in the shadows on the bed. I felt stifled. I left the lighted area and walked slowly toward the balcony. The night showed a small crescent moon. Moonlight set out dimly the outlines of the cloud-covered mountains, the hills, and the woods. Almost all else melted into the dull blue darkness that spread over everything. What I saw was not those things. Vividly revived in my heart were the mountains and hills and woods that lingered in my memory with nothing lost, the mountains and hills and woods that the two of us had seen in sorrowing sympathy that early spring evening with the feeling that our happiness would last until the end. In this way, the momentary scene that we had become part of had been revived so many times that it had entered into our very existence. As the scene changed with the seasons, its current appearance had become almost invisible to us. . . .

"The fact that we enjoyed that moment of happiness, doesn't that in itself give value to our life together like this?" I asked myself.

Light footsteps resounded behind me. No doubt they were Setsuko's. I remained rooted to the spot, not turning around. She said nothing but stood there a little apart from me. I felt her to be so near I could sense her breathing. Now and then a cold breeze swept silently over the balcony. Somewhere in the distance the wind tore at the bare trees.

"What are you thinking?" she said at last.

I did not answer right away. Then suddenly I turned to her and laughed uncertainly.

"You understand, don't you?" I asked.

She looked at me cautiously, fearing a trap. Seeing her like that, I spoke. "Aren't we thinking about my work, after all?" I said slowly. "I can't think of a good ending, no matter what. I don't want to have it end with us living our lives in vain. Don't you feel that way, too?"

She smiled at me. There was a sense of unease to her smile, however. "But then, I might not know what you have written," she said weakly.

"Maybe so," I said, again smiling doubtfully. "Maybe I should have you read it one of these days. But then the first part isn't ready for anyone to read yet."

We went back to the middle of the room. I sat down again next to the lamp and picked up my notes that were spread out there. She stood behind me, put her hand gently on my shoulder, and looked down at me over my shoulder. I turned to her abruptly.

"You should lie down again," I said in a dry voice.

“Yes,” she replied openly. Taking her hand hesitantly from my shoulder, she returned to her bed.

“I just can’t sleep,” she said to herself in bed two or three minutes later.

“Well, shall I turn off the light? I don’t need it.” As I spoke, I turned off the light, rose from my chair, and approached the bed. I sat on the edge of the bed and took her hand. The two of us stayed quietly like that in the darkness for some time.

The wind had become quite strong. The sounds came ripping from here and there in the woods. The wind blew against the sanitarium and rattled the windows now and again, at last making even our own window creak. She held onto my hand as if in fear. With her eyes closed, she seemed to be concentrating on something working inside her. She loosened the grip of her hand. She seemed to have gone to sleep.

“Now it’s my turn,” I whispered to myself as if to lull myself to sleep, though I was as sleepless as she was. I went into the total darkness of my own room.

NOVEMBER 26

These days I was waking up around dawn. Often I would get up quietly and gaze steadily at the sleeping face of the sick one. Although the edge of the bed and the water bottle gradually turned yellow, her face remained pale. “How pitiful she is.” Instinctively I

repeated this stock phrase.

When I awoke near dawn this morning, I gazed for a long time at her sleeping face, and then I tiptoed out of the room and went into the bare, leafless woods behind the sanitarium. On each tree two or three dead leaves held on against the wind. As I came out of that empty forest, even as I watched, the sun near the summit of Mount Yatsugatake began to illuminate in red the clumps of clouds hanging low and motionless over the mountains ranging from south to west. The light of the dawn had not yet reached the ground. Shut in by mountains, the barren winter woods and the fields and moors appeared to be totally forsaken.

I stopped occasionally at the edge of the forest, stamped my feet without noticing the cold, and then walked around a bit. Thinking hesitantly to myself of I know not what, I happened to look up and notice that the sky had become completely shut in by dark clouds that had lost their morning glow. Anticipating that the beautiful morning glow I had earlier noted might be reaching the ground and suddenly feeling rather cheap, I hastened back to the sanitarium.

Setsuko was awake. When she saw me returning, she glanced up languidly. She was even paler than before, when she had been sleeping. I approached the bed, patted her hair, and started to kiss her on the brow, but she shook her head feebly. I looked at her sadly without asking why. She looked blankly into space, as if she were asking in sympathy more about my sadness than about me.

I was the only one to know nothing about it. After the morning medical examination was finished, I was called out into the corridor by the chief nurse. I learned for the first time that Setsuko this morning had coughed up a small amount of blood. Setsuko had not told me about it. It was not a dangerous amount of blood, but as a precaution they would assign a practical nurse for a while, the sanitarium director had said. . . . I had no choice but to agree.

I moved to a neighboring vacant sickroom for the interval. I am writing my diary alone in a room totally unfamiliar to me but resembling in all respects the room we had lived in together. Although I have been sitting here for several hours, the room still seems empty. It seems like nobody is here; even the light from the lamp is cold.

NOVEMBER 28

I left aside the notes I had almost finished, scarcely touching them where they lay on my desk. To finish them, I needed to live apart for a bit, I told the sick one.

In my current feeling of unease, however, how could I find my way by myself to that state of mutual happiness I had written of?

Each morning I go into her room every two or three hours and sit down for a spell at her bedside. Usually I say nothing, because it is bad for her to talk. When the nurse is not there, we hold hands in

silence, avoiding each other's eyes as much as we can.

When by chance our eyes do meet, she smiles at me with the kind of embarrassment she used to show when we first met. Then she looks away into space, and showing not the least displeasure at the situation she has been placed in, she settles back and goes to sleep. She asked me once if my work was progressing. I shook my head. She looked at me with sympathy but did not ask again. One day is like another, serene and uneventful.

She refuses even to have me send a letter to her father.

At night I sit facing my desk until late, doing nothing. The light from the balcony fades from the window until I am enveloped in darkness. It is like the feeling I have in my heart. I take a look, and the sick one is still awake, perhaps thinking of me. . . .

DECEMBER 1

Recently it seems that there has been an increase in the number of moths attracted to my lamp.

At night these moths come flying from somewhere and crash into the windowpane. Injuring themselves in the attack, they pursue life relentlessly in desperately seeking to open a hole in the glass. I was annoyed by them, and I turned out the light and went to bed. The wild beating of wings continued for a bit, then gradually subsided, and settled firmly somewhere. The next morning I was sure to find under the window the dead body of a moth looking like a dead leaf.

Tonight again a moth flew into the room and raced madly around the lamp in front of me. Soon it fell onto my papers with a flapping sound. It lay there without moving. Then, as if finally remembering it was alive, it suddenly flew away. It appeared not to know what it was doing and soon it fell again, flapping onto my papers.

Out of a strange fear I did not try to remove it, but affecting nonchalance, I left it for dead on my papers.

DECEMBER 5

Evening. The two of us were alone. The practical nurse had gone to eat dinner. The winter sun had already dropped behind the western mountains. The slanting rays of sunshine crept into the slowly chilling room and suddenly brightened it. At the sick one's bedside I leaned my legs against the heater and bent over the book I had in my hand. The sick one spoke suddenly.

"Oh, Father," she called out weakly.

Startled, I looked up at her. I saw that her eyes were shining. Pretending nonchalantly not to have caught her feeble words, I asked, "Did you say something just now?"

She made no answer at first, but her eyes gleamed even more brightly. "On the lower left side of that mountain there's a sunny place, isn't there?" she said at last, decisively, and pointed with her finger from the bed. Then as if trying to force out something that was difficult to say, she placed her fingertip to her mouth and added,

“There’s an exact silhouette of my dad’s profile; just now you can see it, don’t you see it now?”

The low mountain seemed to be the one she was speaking of. I recognized it right away by her pointing, but all I could make out were the folds of the mountains set out by the slanting rays of the sun.

“It’s gone. Only the forehead remains. . . .”

And then at last I could see something that looked like her father’s forehead there in the folds of the mountain. It did suggest her father’s massive head. “Through the silhouette she’s searching for her father in the depths of her heart, isn’t she? With all her strength she feels for her father, she calls for her father. . . .”

In a moment darkness covered the mountains completely. All the shadows disappeared.

“Do you want to go home?” I blurted out the first words that came to mind.

I looked uneasily into her eyes. She stared back almost coldly and then suddenly averted her eyes.

“Yes, sort of, I’d like to go home.” she said in a hoarse, almost inaudible voice.

Biting my lips, I got up quietly from the bed and went toward the window. Behind me she spoke in a slightly shaky voice. “Forgive me. Just now, for a moment . . . I’ll get over the feeling right away.”

I stood at the window with my arms folded, saying nothing. Darkness had set in at the base of the mountains. A dim light

lingered on the summits. Suddenly I was seized by a choking fear. I turned abruptly to the sick one. She had both hands over her face. I was filled with an uneasy feeling that something was slipping from us. I raced back to the bed and pulled her hands off her face. She did not resist.

The high forehead, the eyes shining peacefully, the clenched mouth completely unchanged—more than ever beyond reproach. . . . I had to think my fright at nothing was rather childish. I felt my strength suddenly drain away, and dropping to my knees I buried my face in the edge of the bed. I stayed like that, pressing my face down tightly. I felt the sick one's hand lightly stroking my hair. . . .

The interior of the room grew dark.

In the Valley of the Shadow of Death

DECEMBER 1, 1936, IN K——VILLAGE

The village, which I had not seen for about three and a half years, lay buried in snow.[2] Snow had been piling up for a week, and only this morning had it finally stopped. A young village woman whom I had asked to help with the cooking and her younger brother loaded my baggage onto a small boy's sled and pulled it to the mountain hut where I would be spending the winter. Walking along behind the sled, I kept slipping and sliding over and over again. The snow,

shaded in the valley, was frozen hard.

The hut I had rented was a little north of the village, and here and there in the small valley foreigners had long since built villas. Mine had to be the most remote. Hadn't the foreigners who came to spend the summer here given this place the name "Happy Valley"? Where was there a Valley of Happiness in this lonely, deserted place? I looked past one forsaken villa after another, all buried in snow, as I trudged up the valley lagging behind the other two. Exactly the opposite name sprang to my lips. Hesitating to say the words, I retracted the thought, but then changing my mind, I spoke out. "The Valley of the Shadow of Death." Well, that name was appropriate for this valley, at least for someone like me who was going to live a lonely widower's life here in the midst of winter. As I was thinking over these things, we finally reached the last cottage, which I had rented. The house was thatched with bark; it had an excuse for a small veranda attached, and the surrounding snow was covered with strange footprints. While the girl was opening up the shuttered house, I learned from the little boy that these footprints were rabbit, those were squirrel, these were pheasant, and so on.

Standing on the veranda that was half buried in snow, I looked around. When I looked down the shaded valley we had just come up, it seemed like a nice, snug little corner of a valley. The figure of the little boy riding his sled alone back down through the valley appeared and disappeared among the leafless trees. I watched until the charming figure had finally disappeared into the barren woods below. When I had finished looking around the valley and I thought things had been arranged inside the hut, I went in. The walls were

covered with cedar bark; the ceiling was more rustic than you can imagine, but it was not a bad feeling at all. I went right up to the second floor, and the beds, chairs, and everything were fitted for two people. Just for us—you and me. Saying that, it was truly the mountain hut that I had dreamed about of old, where you and I could live a secluded life together.

Evening. When dinner preparations were finished, I sent the girl back to the village. Alone then, I pulled a big table up to the hearth and laid out there my writing things and everything for eating. I happened to notice hanging over my head a calendar set to September. I stood up to tear off the old pages and mark today's date. I opened my notebook after just one year.

DECEMBER 2

Blizzard winds blow incessantly from mountain regions to the north. Yesterday Mount Asama could be seen so clearly that you felt you could hold it in your hands. This morning it is totally covered in snow clouds; a violent storm is raging there. Tangles of snow swirl into the mountain village, dancing ceaselessly even when the sun occasionally breaks through. The cloud front edged suddenly over the valley, but blue sky can be seen clearly over the mountain ranges to the south beyond the valley. A fierce snowstorm obscures the entire valley for a spell. No sooner did you see it, though, than the sun was out again.

I went to the window and looked out at the ever-changing scene in the valley, and then I returned to the fireside. Thus I spent a restless day.

Around noon the girl from the village arrived in the snow. She was wearing only Japanese *tabi* socks on her feet and was carrying a *furoshiki*-cloth-wrapped bundle on her back. Her face and hands looked frozen, but to me she looked all right, rather meek and taciturn. As I did yesterday, I sent her home as soon as the meals were prepared. Then as if another day were over, I stayed close to the fireside, doing nothing but watch the firewood crackle and burn by itself, fanned by the wind.

So it became night. When I had finished my cold meal alone, I felt a bit more at peace. The snow appeared to have stopped without piling up much, but now the wind began to blow. The fire died down, and as its noise subsided, the wind could be heard now and then tearing at the bare branches of the nearby trees in the valley outside.

About an hour later, feeling a little dizzy, as I was unaccustomed to the fire, I went out of the hut into the open air. I walked around for a little in the total darkness, but when my face got cold, I headed back to the hut. At that moment I noticed for the first time in the light leaking out from inside that a fine snow was swirling ceaselessly all around me. I went in, dried off my dampened body, and went to the fire. As I did so, something recurred to my memory, and I forgot to keep drying myself. It was last year just about this time late one night when the snow was swirling around the mountain sanitarium. How many times I had stood at the sanitarium doorway,

waiting impatiently for the arrival of your father, whom I had summoned by telegram. He arrived at last about midnight. When you spotted your father, something almost like a smile flitted across your lips. Father looked at your emaciated face but said nothing. Then he looked anxiously toward me. I pretended not to notice and continued unconsciously looking only at you. Suddenly I thought you were mumbling something, and I went to your side and heard you say to me in a weak almost inaudible voice, "There's snow on your hair." . . . Now, crouching alone by the fire, I am moved by the sudden memory. Without thinking, I put my hand to my hair. It happens to be wet and cold. I hadn't noticed that before I touched it. . . .

DECEMBER 5

The next few days the weather was indescribably fine. In the morning, sunlight flooded the veranda; there was no wind and it was warm. In the mornings I took a small table and chair onto the veranda, and I ate my breakfast looking at the valley all covered in snow. To be here alone like this was truly more than I deserved, I thought as I ate my breakfast. Suddenly I saw at the base of a leafless shrub before me a pheasant. Then there were two, rustling around and foraging for food in the snow.

"Hey. Come here. The pheasants have come."

I imagined you were in the hut. I lowered my voice as I spoke, holding my breath while I stared at the pheasants. I worried lest your

careless footsteps make a noise. . . .

At that moment the snow slid off a roof somewhere with a sudden burst that echoed through the valley. Surprised by the crash, I was startled, too, by the two pheasants flying up from my feet. At that instant I felt your presence beside me, so palpably that it hurt. You stood by my side, as was your custom, and silently watched me with your big eyes.

In the afternoon I went down from the hut and walked around the snow-covered village for the first time. I had known this town only from summer into fall. Now, with everything covered with snow, the forest, the roads, the boarded-up villas, everything that should seem familiar awoke no memories of how they were before. Walking along the road I used to like to walk on, the road with the waterwheel on it, I found that a small Catholic church had been built without my knowing it. The beautiful plain wooden structure, with already-blackened wooden siding under a snow-covered peaked roof, was a striking sight. The whole neighborhood was unfamiliar to my memory. I waded into the deep snow in the woods where I often took you walking. There I saw a silver fir tree that I thought I remembered. As I approached staring at the tree, I heard the shrill cry of a bird from its midst. While I stood there, a completely unfamiliar bluish green bird flew up in fright, its wings flapping, but it immediately landed on another branch to challenge me with its shrill cries. Reluctantly, I walked away.

Next to the meeting hall in the wintry woods I heard a cuckoo calling twice. It seemed far away, and then again it seemed very close, making me look into the middle of a leafless thicket, up into the bare branches overhead, and at the sky above, but the call was not repeated.

I thought that maybe I had misheard the noise after all. Instead, though, the leafless thicket, the bare branches, the sky above, flashed back vividly in my memory to their summer aspect.

I was there, although I knew that nothing remained for me, that all had been lost from what I held in this village that summer three years ago.

DECEMBER 10

These days, for some reason, no vivid memories of you have recurred. To be alone as I am is almost unbearable. In the morning the firewood that I have laid in the hearth simply will not burn. At last I become impatient and stir the wood violently. Only then do I feel you, urgently attentive there beside me. Recovering my spirits, I stack the wood again.

In the afternoon I think I will go out for a walk again in the village. I stroll down the valley, and because the snow has been melting, the road is very bad. My shoes become heavy with mud, and

it is hard to walk. I must turn back for home in midcourse. The snow has frozen hard in the valley now, and although I am unexpectedly relieved, it takes my breath away to climb back up to the house. There, to cheer my feelings of depression, I quote to myself from the haze of my memory the verse from Psalms: "Yea, though I walk through the valley of the shadow of death, I will fear no evil; for thou art with me." The verse leaves me with an empty feeling.

DECEMBER 12

In the evening as I passed in front of the little church on the waterwheel road, a caretaker was diligently spreading coal cinders over the slushy walk. Standing next to the man, I asked nonchalantly if the church was open all winter.

"We'll close for the year in another two or three days," the man replied, briefly stopping in his scattering of ash. "Last year we were open all winter, but this year the priest is going to Matsumoto."

"Are there church members here in the winter?" I asked bluntly.

"Hardly any, . . . but the priest says mass by himself every day."

While we were standing there talking, the priest, whom I took to be German, returned from wherever he had gone. Caught by the affable priest, I had to ask him something, even though his Japanese was rather inadequate. Although there may have been some misunderstanding, I ended up being encouraged to come to mass the

next day, a Sunday.

DECEMBER 13, SUNDAY

About 9 a.m. I went to the church, expecting nothing. In front of the altar with its small lighted candles the priest had started saying mass along with a single deacon. I myself, neither a believer nor anything and not knowing what to do except not to make any noise, sat down on a straw seat in the rear. When my eyes became accustomed to the darkness, I saw a middle-aged woman dressed in black and crouching in the shadow of a column in the very front row of the church, which I had taken to be empty of believers. As I noticed that she continued to kneel there, I suddenly felt the piercing cold of the church interior.

The mass lasted for nearly an hour. As it was ending, I saw the woman take out a handkerchief and hold it to her face. I did not understand why she did that. The mass finally ended and the priest, without turning toward the parishioners, withdrew to a small room at the side. The woman remained unmoving. I alone left the church.

It was a light cloudy day. The snow was melting in the village as I walked around with no particular objective but with a continuing feeling of dissatisfaction. I wandered into the field with the white birch conspicuous at the center, where I had often accompanied you when you went to paint. In fond memory I reached out to touch the tree, its base still buried in leftover snow, and I stood there until my

fingers began to freeze. However, I could scarcely revive the memory of your appearance at that time. Finally I wandered off, indescribably lonely as I walked through the bare-branched trees straight up the valley and back to my cabin.

Panting breathlessly, I sat down on the floor boards of the veranda. Suddenly in my fretful state I felt you close to me. Pretending not to notice, I rested my chin on my hands. You were livelier than ever before—indeed, so lively that I thought I could feel your hand on my shoulder.

"Dinner is ready."

The young woman from the village had been awaiting my return there in the cabin, and she called me to my dinner. Returning to reality and feeling that I would have liked to be left to myself a little longer, I entered the house with an unusually gloomy expression. Without saying a word to the girl, I sat down alone as usual to my meal.

Near evening and still feeling irritated, I sent the girl home. A little later I regretted my actions and I went casually out onto the veranda. Then, just as before (but this time without you) I gazed down the snow-covered valley, where I noticed someone coming slowly up the valley through the trees in my direction, looking this way and that. I wondered where the man was going as I continued to stare, and it was the priest looking for my cabin.

Yesterday evening I visited the church, as I had promised the priest. The church would close tomorrow and he would be leaving at once for Matsumoto, the priest told me while from time to time giving instructions to the caretaker, who was packing things up. He had hoped to gain a convert in this village, and he kept reflecting on how much he regretted leaving the place. I recalled immediately the middle-aged, German-looking woman I had seen yesterday in the church. I started to ask the priest about her, but he seemed to misunderstand, and I sensed that maybe he was talking about me.

Our strange conversation was running at cross-purposes, and it stumbled to a stop. We sat there in silence beside the overly hot fire and looked out the window at the little tatters of clouds flying past in the bright windy but wintry sky.

"Such a beautiful sky you wouldn't see except on such a cold and windy day," the priest said casually.

"Yes, truly, without a cold day and a wind like this," I parroted him, feeling his casually spoken words oddly touch my heart.

After being with the priest for about an hour, I started for home, where I received a small package. Rilke's "Requiem," which I had ordered long ago, was among two or three volumes that had arrived after being forwarded around with several address tags attached.

That evening when I was ready for bed, I settled down by the hearth, and as I listened to the sound of the wind, I began to read Rilke's "Requiem."

DECEMBER 17

Still snowing. Since morning it has continued with hardly a break. Before my eyes as I watched, the valley has become all white again. We are in the depths of winter. All day today I have stayed by the hearth, going occasionally to the window to look carelessly at the snow-filled valley, then returning to the hearth to continue reading "Requiem." I felt so strongly how it resembled the regret in my timid heart that I had not stopped seeking you, that even now I could not leave you quietly in your death.

> I have my dead, and I have let them go,
> and was amazed to see them so contented,
> so soon at home in being dead, so cheerful,
> so unlike their reputation. Only you
> return; brush past me, loiter, try to knock
> against something, so that the sound reveals
> your presence. Oh don't take from me what I
> am slowly learning. I am sure you have gone astray
> if you are moved to homesickness for anything
> in this dimension. We transform these things;
> they aren't real, they are only the reflections
> upon the polished surface of our being.[3]

DECEMBER 18

Because the snow had finally stopped, I now went deep, deep into the woods behind, where I had never been before. I proceeded pleasurably through one grove after another, bathed occasionally by a splash of falling snow dropping with a sudden thud from a tree somewhere. There was, of course, no trace of any person's steps, although here and there were the tracks of a rabbit jumping around. The trail of a pheasant crossed my path in a straight line.

Wherever I went, the woods were without end, while snow clouds spread widely overhead. I despaired of going farther, therefore, and I turned back. I seemed to have lost my way, and I could not find my tracks. As I walked rapidly and helplessly through the snow, I came out anyway in an area of woods that seemed promising for my cabin. I sensed behind me surely the footsteps of another. The sound was almost inaudible.

Without turning to took back, I hurried down through the woods. I said to myself with a heart-wrenching feeling the last lines of the "Requiem," which I had finished reading yesterday.

> Do not return. If you can bear to, stay
> dead with the dead. The dead have their own tasks.
> But help me, if you can without distraction,
> as what is farthest sometimes helps: in me.[4]

DECEMBER 24

Evening. I was invited to the village girl's home for a lonely Christmas. In winter this mountain village is empty of people, but because it is crowded with foreigners in the summer, even in ordinary village homes they seem to enjoy imitating that life.

About 9 o'clock I returned home from the village through the shadowy valley lit by the snow. Passing through the last of the bare trees, I noticed a lone, dim gleam of light from somewhere falling on a snow-covered thicket by the side of the road. I wondered why a light would be shining here, but as I looked around the narrow valley of scattered villas, I saw that only one house was lighted. I recognized it as surely mine up there at the head of the valley. "I live up there all by myself, don't I?" I thought as I walked up the valley. "I hadn't noticed that the light from my cabin could be seen through the woods this far down the valley. Look," I said to myself, "all the scattered points of light in the snow-covered valley are from the light of my cabin."

When I finally reached the cabin, I stood on the veranda and looked again to see how much the light of my cabin illuminated the whole valley. On looking, I saw that the light reached only a little way beyond the cabin. As you got farther from the cabin, the little light gradually dimmed and merged into the snowlight of the valley.

"When looked at here, that light that you can see so well from

down there is nothing more than this," I said to myself glumly. As I continued to stare vacantly at the shadows from this light, a thought suddenly occurred to me. "This light and shadow, isn't it just like my life? The lights surrounding my life are no more than this, I thought, but like the light reflected from my hut, aren't there many more lights to my life, too? Without my being aware of it, haven't they led me to survive? . . ."

This unexpected thought rooted me there on the veranda in the light of the snow.

DECEMBER 30

It was truly a quiet evening. This night, too, I let these thoughts drift as they would through my heart.

"If I'm not happier than most, I'm not unhappier, either. Whatever is this thing called happiness we used to fret so much about? Now when I think I am forgetting, I can forget completely. For me now, though, I may be close to the state of happiness. Whatever you call them, my feelings are a little sadder—yet they are not without some pleasure. The fact that I can live so casually like this may be because I live alone, not mixing with the world. That I can do this with humility, though, is all thanks to you. Still, Setsuko, I haven't once thought I was living alone like this for your sake. I think only that I am following my own will, doing what I like. Or if by chance I am doing it for you after all, the more I think I am doing it for myself,

doesn't that mean I am accustomed to a love that is more than I deserve? Aren't you giving me your love without seeking anything from me?"

As I thought along like this, I stood up as if something had occurred to me, and I went out onto the veranda. I stood there on the veranda as always. I could hear the wind howling incessantly from far away, apparently from the opposite direction to the valley. I continued standing there, my ears bent to the distant wind as if I had come out here on the veranda deliberately to listen to it. The whole valley spread out before me was visible at first as one expanse of faintly lit snow. But as I watched unconsciously and my eyes became accustomed, lines and shapes appeared slowly one by one, perhaps supplied unwittingly by my own memory. I had become so familiar with it—what people call the "Valley of Happiness"—that because I had become accustomed to living there, I, too, thought it right to call it by this name. Just here—it's so quiet—although on the opposite side of the valley, the wind is howling. Behind the cabin I hear an occasional small grating noise, but that may be the rubbing together of bare tree branches caused by the wind from afar. Leftover gusts of wind are blowing a few leaves around, making a weak rustling noise at my feet.

INAGAKI TARUHO

Inagaki Taruho (1900–1977) was a protégé of the novelist Sato

10-22-9: - ACCESSORY DWELLING UNITS:

A. *Accessory dwelling units defined:* An accessory dwelling unit (ADU) is a second dwelling unit on an owner-occupied single-family property that is clearly incidental and accessory to the primary structure on the property.

B. *Classes of ADUs:* ADUs can be either internal or external.

1. An internal ADU is a separate dwelling unit located entirely within the footprint of a single-family dwelling on a residentially zoned property. Internal ADUs must meet the standards in U.C.A. § 10-9a-530. To be considered an internal ADU, the dwelling unit must have a kitchen, bathroom, and sleeping area situated together in a logical configuration that is separated from the rest of the primary dwelling in such a manner that is clearly intended for the possible use as a separate dwelling unit. The mere presence of a wet bar or entertainment kitchen in a primary dwelling does not, in and of itself, create an internal ADU.
2. An external ADU is a dwelling in a separate structure on the same residentially zoned property as a single-family dwelling, and which is detached from the single-family dwelling. To be considered an external ADU, the dwelling unit must have a kitchen, bathroom, and sleeping area in the separate structure configured in such a manner that is clearly intended for the possible use as a separate dwelling unit. The mere presence of a wet bar or entertainment kitchen in an accessory structure does not, in and of itself, create an external ADU.

C. *Allowed zones:*

1. Internal ADUs are allowed in all residential zones.
2. External ADUs are only allowed in the VR zone and VR subzones.

D. *General standards:* All ADUs must conform to the following standards:

1. The ADU must contain complete cooking and bathroom facilities that are separate from the facilities located in the main residence.
   a. The cooking facility in the ADU must contain:
      (1) A sink and water faucet,
      (2) Capacity for food refrigeration, and
      (3) A permanent, built-in stove top, range, or other similar device for cooking food.
   b. The bathroom facility in the ADU must contain:
      (1) A sink and water faucet,
      (2) A toilet, and
      (3) A shower or bathtub.

2. ADUs must meet all applicable Fire and Building Codes.
3. It must be visually apparent that the lot where the ADU is located is developed as a single-family residence with an accessory dwelling and the ADU must maintain the single-family appearance and character of the neighborhood. ADUs should be compatible in design and appearance with the main residence on the property.
4. Only one ADU per property is permitted.
5. ADUs shall not be used for transient lodging.
6. The total number of residents that reside in accessory dwelling unit may not exceed the number allowed for "family," as defined in section 10-2-2.
7. If a garage or carport is converted to an ADU, the property owner must replace any parking spaces contained in the garage or carport which are required by code with an equal number of parking spaces elsewhere on the property in a manner that complies with all land use standards.
8. An ADU shall not be permitted within a mobile home.
9. A property owner may not install power or culinary water utility meters that serve only the ADU. The ADU must be served by the same power and culinary water utility meters as the primary dwelling on the property.
10. An ADU is not allowed to be sold separately or subdivided from the primary dwelling on the property.

E. *Specific standards:*

1. *Internal ADUs:* The following standards apply to internal ADUs only:
    a. The ADU must be rented for periods of 30 consecutive days or more. The owner of an internal ADU may not enter into a new lease or rental agreement for the ADU until at least 30 days have passed since the date the ADU was first occupied under the previous lease or rental agreement.
    b. One off-street parking space must be provided for the ADU, In addition to parking required for the primary dwelling on the property.
    c. The lot where the ADU is located must be at least 6,000 square feet in size.
2. *External ADUs:* The following standards apply to external ADUs only:
    a. The ADU must be rented for periods of 90 consecutive days or more.
        (1) The owner of an external ADU may not enter into a new lease or rental agreement for the ADU until at least 90 days have passed since the date the ADU was first occupied under the previous lease or rental agreement, except as allowed by section 10-22-9(E)(2)(a)(2).

(2) The owner of an external ADU may enter into a new lease or rental agreement for the ADU when the current tenant breaks the lease, as long as at least 30 days have passed since the date the ADU was first occupied under the previous lease or rental agreement.

b. The structure containing the ADU shall be limited in area to the greater of 1) 50% of the building area of the primary dwelling on the property up to a maximum of 1,500 square feet, or 2) 1,000 square feet.

(1) For the purpose of compliance with this standard the area of the structure containing the ADU shall be measured in the same manner as any other structure in the residential zones, except that the area of a basement in an external ADU structure shall be included in the area of the ADU.

(2) The residential size bonus allowed by Chapter 10-15H does not apply to structures containing an external ADU.

c. The property containing the ADU must be at least 0.5 acres in area.

d. The property where the ADU is located must contain enough parking spaces to store all vehicles associated with both the primary dwelling and the ADU on site, while also meeting all land use standards (setbacks, landscape, etc.).

F. *Permit required:* Prior to renting or offering to rent an ADU, a property owner must obtain an accessory dwelling unit permit from the Town.

1. The ADU permit is reviewed and approved by the DCD.
2. The DCD shall issue the ADU permit, only after finding all of the standards in this section and all other applicable land use standards have been met.
3. The Town shall record a notice of the permit with the Washington County Recorder, as detailed in U.C.A. § 10-9a-530(6).

G. Failure to comply with any regulation in this section 10-22-9 may result in enforcement actions taken against the property owner, potentially including civil fines and penalties. In addition to other remedies available to the Town, the Town may hold a lien against a property that contains an ADU if the property owner violates any standards for operation of an ADU. The amount, notice, and procedure for the lien shall be in accordance with state law.

(Ord. No. 2021-11, 9-8-2021; Ord. No. 2025-09, § 3, 8-13-2025)

10-7A-2: - PERMITTED, ACCESSORY, AND CONDITIONAL USES ESTABLISHED:

A use that is indicated as permitted ("P") is allowed in the applicable zone if the use is consistent with all laws and ordinances applicable to the use. An accessory use ("A") is allowed in the applicable zone only if the use is accessory to a primary, allowable use and is consistent with all laws and ordinances applicable to the accessory use. A conditional use ("C") is allowed in the applicable zone only with a conditional use permit for the use and if the use is consistent with all laws and ordinances applicable to the use. An overlay zone use ("OZ") is allowed in the applicable zone only when an overlay zone is first applied to the underlying zone. A nonpermitted use ("N") is prohibited in the applicable zone. A use that is not listed in the table below is prohibited unless it is allowed in accordance with subsection 3. below.

Use	FR	VR	AG	CC	VC	PU
Residential uses:						
Accessory buildings such as garages, carports, bathhouses, greenhouses, gardening sheds and similar structures which are customarily used in conjunction with, and incidental to, a permitted principal use or structure	A	A	A	A	A	A
Accessory dwelling units, external	N	P	N	N	N	N
Accessory dwelling units, internal	P	P	N	N	N	N
Elderly residential facilities, subject to the requirements of chapter 22 of this title	P	P	N	P	P	N
Guesthouses, only one per lot or parcel of land	A	A	N	A	A	N
Home occupations where public comes to the premises on an appointment only basis	P	P	P	P	P	N
Keeping of household pets, but not four or more dogs or other domesticated animals of similar size	P	P	P	P	P	P

Kennels, noncommercial, subject to the standards in this chapter)	P	P	P	P	P	N
Multiple-family dwellings or apartments	N	N	N	P	P	N
Open space, public or private	P	P	P	P	P	P
Parks, public or private	P	P	P	P	P	P
Residential facilities for persons with a disability, subject to the requirements of chapter 22 of this title	P	P	N	P	P	N
Single-family dwelling, detached only, for the use of a caretaker, watchman or similar employee of a permitted use	N	N	N	N	N	A
Single-family dwellings, detached	P	P	N	P	P	N
Single-family dwellings or dwelling groups, detached (owner or employee occupied, one per five acres of land area, in support of agricultural operations on the property)	N	N	P	N	N	N
Swimming pools	A	A	A	A	A	P
Two-family dwellings, duplex	N	P	N	P	P	N
Utilities, lines and rights-of-way only	P	P	P	P	P	P
Agricultural uses:						
Agricultural related business, including:	N	N	P	N	N	N
a. Indoor-outdoor retail market facilities specializing in produce grown on site;						

b. Processing facilities associated with the agricultural use of the land located a minimum of 100 feet from a VR or FR Zone boundary and 30 feet from SR-9;						
c. Warehouses associated with the agricultural use of the land or similar storage facilities located a minimum of 100 feet from a VR or FR Zone boundary and 30 feet from SR-9.						
Agriculture	P	P	P	P	P	P
Keeping and raising of farm animals	N	P	P	N	N	N
Keeping of nondomesticated animals not defined as "farm animals"	N	N	N	N	N	N
Commercial and public uses:						
Administrative, professional or medical offices	N	N	N	P	P	N
Ambulance and fire protection services	N	N	N	P	P	P
Art galleries	N	N	N	P	P	N
Artist studios	P	P	N	P	P	N
Automotive service stations, subject to the standards of this chapter	N	N	N	P	P	N
Bakeries, retail	N	N	N	P	P	N
Banks and financial institutions	N	N	N	P	P	N
Barber and beauty shops	N	N	N	P	P	N

Bicycle shops	N	N	N	P	P	N
Blueprint and photocopy services	N	N	N	P	P	N
Cemeteries	N	N	N	N	N	P
Churches	N	N	N	P	P	N
Clinics, dental or medical	N	N	N	P	P	P
Clubs, lounges, and bars	N	N	N	P	P	N
Convenience stores	N	N	N	P	N	N
Daycare and nursery schools, subject to the standards in subsection 10-7A-4(B) of this chapter	N	N	N	P	P	N
Delicatessens	N	N	N	P	P	N
Educational institutions; public, quasi-public or private	N	N	N	P	P	P
"Established uses" as provided for in section 10-21-1 of this title	N	N	N	P	P	N
Florist shops	N	N	N	P	P	N
Food markets and grocery stores	N	N	N	P	P	N
General retail stores	N	N	N	P	P	N
Guiding and tour services to areas inside Town limits, subject to the standards in this chapter	N	N	N	P	P	N
Guiding, tour, and transportation services to areas outside Town limits	N	N	N	P	P	N

Laundries, self-service	N	N	N	P	P	N
Libraries and museums, public or private	N	N	N	P	P	P
Liquor stores	N	N	N	P	P	N
Manufacturing, small scale assembly and production, subject to the standards in this chapter	N	N	N	P	P	N
Microbreweries	N	N	N	P	P	N
Mobile business (see standards in section 10-22-11 of this title)	N	N	P	P	P	N
Nursery and garden supplies	N	N	N	P	P	N
Pharmacies, in conjunction and associated with a dental or medical clinic	N	N	N	P	P	P
Pharmacies, standalone	N	N	N	P	P	N
Postal services	N	N	N	P	P	P
Public assembly	N	N	N	P	P	P
Public or quasi-public cultural activities and nature exhibits	N	N	N	P	P	P
Public parking areas and facilities	N	N	N	P	P	P
Public services facilities and government offices	N	N	N	P	P	P
Recreational facilities, commercial, subject to the standards in this chapter	N	N	N	P	P	P
Rental of nonmotorized recreational equipment	N	N	N	P	P	N

Rental of power equipment	N	N	N	P	N	N
Restaurants	N	N	P	P	P	N
Rock shops	N	N	N	P	P	N
Theaters, subject to the standards in this chapter	N	N	N	P	P	P
Transient lodging facilities, Type 1	N	N	N	OZ [1]	OZ [1]	N
Transient lodging facilities, Type 2	N	N	N	OZ [1]	OZ [1]	N
Transportation services, subject to the standards in this chapter	N	N	N	P	P	P
Travel agencies	N	N	N	P	P	N
Vehicle holding area	N	P [1]	N	P	P	P
Miscellaneous uses:						
Wireless communication facilities	See section 10-27-5 of this title					

Note:

1. Only when the Transient Lodging Overlay Zone is first applied to the property.
2. Only on public parking lots existing on July 11, 2018 which are currently operating as non-conforming uses.

(Ord. No. 2022-09, § 3, 6-22-2022; Ord. No. 2023-07, § 1, 8-9-2023; Ord. No. 2025-13, 8-13-2025; Ord. No. 2026-06, § 2, 3-11-2026)

10-9A-14: - SPECIAL REGULATIONS AND REQUIREMENTS:

A. *Commercial residential use:* It is unlawful for a person to receive money or other consideration in exchange for the rental of any dwelling in the FR zone for a term of 90 days or less. A rental or other arrangement is unlawful under this subsection if it has the purpose or effect of renting any dwelling in any FR zone for a term of 90 days or less in exchange for money or other consideration.

B. *Minimum impact construction:* All construction shall minimize the scarring and disturbance of the land through all phases of construction. No more than an area extending 30 feet from each exterior wall or structure may be disturbed unless approved on a grading plan or approved as trenching for irrigation or utility lines as shown on the approved landscape plan. The DCD or Planning Commission may allow a limited additional allowance in cases of hardship. The property owner shall revegetate all disturbed areas with indigenous noninvasive plants.

C. *Natural hazard:* No permanent structure may be permitted or constructed if the construction would put real or personal property or individuals at unreasonable risk of harm or injury from natural, geologic, or topographic hazards including but not limited to landslides, floods, or excessive soil erosion. In addition to compliance with provisions of the state building code governing standards to meet the maximum foreseeable risk of such hazards, a person who develops, improves, manages, or owns such property shall safeguard the property and the general public from unreasonable risk of harm or injury from such natural hazards.

D. *Utilities:* All utilities, including, but not limited to, water, sewer, electrical, telephone, fiber, and cable TV, shall be placed underground.

E. *Mechanical devices; screening:* Air conditioners, heating, cooling and ventilating equipment, propane tanks, swimming pool pumps and heaters, and all other mechanical devices, must be screened from the surrounding properties and streets or lanes, and must be operated so that the noise does not exceed the applicable sound control levels under the Town ordinances. Facilities for the operation of alternate energy systems must be designed and constructed according to the standards in chapter 15E of this title.

F. *Motor vehicles and accessories:* Required setbacks may not be used for the parking or storage of any motor vehicle or vehicle accessory such as camper shells, trailers, recreational vehicles, boats, motorcycles or other wheeled accessory or conveyance.

G. *Storage:* A maximum area of 400 square feet may be used on any one lot or parcel of land for the permanent outdoor storage of any new or used materials, including, but not limited to, lumber, auto parts, household appliances, pipe, drums, machinery or furniture. The storage of such materials and motor vehicles or vehicle accessories shall be screened by a wall, fence,

landscaping or structure if they are visible to surrounding properties or the public. The provisions of this subsection shall not be construed as to restrict the storage of firewood maintained for fuel purposes and use by the occupant of the premises. Outdoor storage of commercial goods or materials is prohibited. Materials being actively utilized in construction on the same lot or parcel of land, in excess of the permitted 400 square feet, may be stored outdoors until the completion of said construction or 90 days, whichever is less.

H. *Landscaping:* Any part of a site not used for buildings, parking, driveways, walkways or other appurtenant uses shall be retained in a natural state, reclaimed to its natural state, or landscaped as necessary to enhance its natural state. Specific landscape requirements are found in Chapter 18 of this title.

10-9A-14: - SPECIAL REGULATIONS AND REQUIREMENTS:

A. *Commercial residential use:* It is unlawful for a person to receive money or other consideration in exchange for the rental of any dwelling in the FR zone for a term of 90 days or less. A rental or other arrangement is unlawful under this subsection if it has the purpose or effect of renting any dwelling in any FR zone for a term of 90 days or less in exchange for money or other consideration.

B. *Minimum impact construction:* All construction shall minimize the scarring and disturbance of the land through all phases of construction. No more than an area extending 30 feet from each exterior wall or structure may be disturbed unless approved on a grading plan or approved as trenching for irrigation or utility lines as shown on the approved landscape plan. The DCD or Planning Commission may allow a limited additional allowance in cases of hardship. The property owner shall revegetate all disturbed areas with indigenous noninvasive plants.

C. *Natural hazard:* No permanent structure may be permitted or constructed if the construction would put real or personal property or individuals at unreasonable risk of harm or injury from natural, geologic, or topographic hazards including but not limited to landslides, floods, or excessive soil erosion. In addition to compliance with provisions of the state building code governing standards to meet the maximum foreseeable risk of such hazards, a person who develops, improves, manages, or owns such property shall safeguard the property and the general public from unreasonable risk of harm or injury from such natural hazards.

D. *Utilities:* All utilities, including, but not limited to, water, sewer, electrical, telephone, fiber, and cable TV, shall be placed underground.

E. *Mechanical devices; screening:* Air conditioners, heating, cooling and ventilating equipment, propane tanks, swimming pool pumps and heaters, and all other mechanical devices, must be screened from the surrounding properties and streets or lanes, and must be operated so that the noise does not exceed the applicable sound control levels under the Town ordinances. Facilities for the operation of alternate energy systems must be designed and constructed according to the standards in chapter 15E of this title.

F. *Motor vehicles and accessories:* Required setbacks may not be used for the parking or storage of any motor vehicle or vehicle accessory such as camper shells, trailers, recreational vehicles, boats, motorcycles or other wheeled accessory or conveyance.

G. *Storage:* A maximum area of 400 square feet may be used on any one lot or parcel of land for the permanent outdoor storage of any new or used materials, including, but not limited to, lumber, auto parts, household appliances, pipe, drums, machinery or furniture. The storage of such materials and motor vehicles or vehicle accessories shall be screened by a wall, fence,

landscaping or structure if they are visible to surrounding properties or the public. The provisions of this subsection shall not be construed as to restrict the storage of firewood maintained for fuel purposes and use by the occupant of the premises. Outdoor storage of commercial goods or materials is prohibited. Materials being actively utilized in construction on the same lot or parcel of land, in excess of the permitted 400 square feet, may be stored outdoors until the completion of said construction or 90 days, whichever is less.

H. *Landscaping:* Any part of a site not used for buildings, parking, driveways, walkways or other appurtenant uses shall be retained in a natural state, reclaimed to its natural state, or landscaped as necessary to enhance its natural state. Specific landscape requirements are found in Chapter 18 of this title.

10-9B-13: - SPECIAL REGULATIONS:

A. *Commercial residential use:* It is unlawful for a person to receive money or other consideration in exchange for the rental of any dwelling in the VR zone for a term of 90 days or less. A rental or other arrangement is unlawful under this subsection if it has the purpose or effect of allowing the rental of any dwelling in the VR zone for a term of 90 days or less in exchange for money or other consideration.

B. *Natural hazard:* No permanent structure may be permitted or constructed if the construction would put real or personal property or individuals at unreasonable risk of harm or injury from natural, geologic, or topographic hazards including but not limited to landslides, floods, or excessive soil erosion. In addition to compliance with provisions of the state building code governing standards to meet the maximum foreseeable risk of such hazards, a person who develops, improves, manages, or owns such property shall safeguard the property and the general public from unreasonable risk of harm or injury from such natural hazards.

C. *Utilities:* All utilities shall be placed underground on the subject property.

10-9B-14: - OTHER REQUIREMENTS:

A. *Mechanical devices:* Air conditioners, heating, cooling and ventilating equipment, propane tanks, swimming pool pumps and heaters, and all other mechanical devices must be screened from the surrounding properties and streets or lanes, and must be operated so that the noise does not exceed the applicable sound control levels under the Town ordinances. Facilities for the operation of alternate energy systems must be designed according to the standards in chapter 15E of this title.

B. *Motor vehicles and accessories:* Required front or side setbacks may not be used for the permanent parking or storage of any motor vehicle or vehicle accessory such as camper shells, trailers, recreational vehicles, boats, motorcycles or other wheeled accessory or conveyance.

C. *Storage:* No more than 400 square feet on a lot may be used for the permanent outdoor storage of any new or used materials, including, but not limited to, lumber, auto parts, household appliances, pipe, drums, machinery or furniture. Any permanent outdoor storage subject to this subsection must be screened from surrounding properties and from public view by a wall, fence, landscaping, or other structure, and the permanent outdoor storage must be located to the side or rear of the main dwelling or structure. Notwithstanding the foregoing, this subsection does not apply to firewood that is maintained for fuel purposes and use by the occupant of the premises. Storage of commercial foods or materials is expressly prohibited. Materials being actively utilized in construction on the same lot for which all appropriate permits have been issued, may be stored outdoors until the completion of said construction or 90 days, whichever is less.

D. *Wildlife corridors:* The VR zone is comprised primarily of the greenbelt and Virgin River areas of the canyon valley. Much of the wildlife living in Zion Canyon depend on the river and the greenbelt for their survival. The Planning Commission may reasonably restrict the use of land, buildings, structures, fences and walls within the VR zone to maintain adequate wildlife corridors for access from the foothills to the river valley.

10-10-11: - SPECIAL REGULATIONS:

A. *Natural hazard:* No permanent structure may be permitted or constructed if the construction would put real or personal property or individuals at unreasonable risk of harm or injury from natural, geologic, or topographic hazards including but not limited to landslides, floods, or excessive soil erosion. In addition to compliance with provisions of the state building code governing standards to meet the maximum foreseeable risk of such hazards, a person who develops, improves, manages, or owns such property shall safeguard the property and the general public from unreasonable risk of harm or injury from such natural hazards.

B. *Utilities:* All utilities, including but not limited to water, sewer, electrical, telephone, fiber-optic lines, and cable TV, shall be placed underground.

C. *Geotechnical report:* A geotechnical report describing the stability and suitability of a lot or parcel for development must be submitted and approval given prior to the issuance of any excavation permit, pursuant to chapter 15B of this title.

10-10-12: - OTHER REQUIREMENTS:

A. *Mechanical devices:* Air conditioners, heating, cooling and ventilating equipment, propane tanks, swimming pool pumps and heaters, and all other mechanical devices must be screened from the surrounding properties and streets or lanes, and must be operated so that the noise does not exceed the applicable sound control levels under the Town ordinances. Facilities for

the operation of alternate energy systems must be designed according to the standards in chapter 15E of this title.

B. *Storage:* A required front or side setback may not be used to park or store any motor vehicle or vehicle accessory such as a camper shell, trailer, recreational vehicle, boat, motorcycle, or other wheeled accessory or conveyance.

C. *Screening:* The property owner shall screen from public view or from surrounding properties the permanent outdoor storage of any new or used material including, but not limited to, lumber, auto parts, household appliances, pipe, drums, machinery or furniture.

D. *Wildlife corridors:* The AG zone is comprised primarily of the greenbelt and Virgin River areas of the canyon valley. Much of the wildlife living in Zion Canyon depend on the river and the greenbelt for their survival. The Planning Commission may reasonably restrict the use of fences and walls within the AG zone to maintain adequate wildlife corridors for access from the foothills to the river valley.

Violation	Penalty
General penalty for any violation not otherwise specified	$100.00 per day
Grading construction violation (Section 10-15B-6)	$350.00 per day
Grading without a permit (Section 10-15B-13)	$750.00 per day
Short term rental in a residential zone (sections 10-9A-14(A) and 10-9B-13(A))	$1,000.00 per day

10-7-4: - ZONES DESIGNATED:

The Town's zoning map includes the following designated zones:

FED	Federal and State Lands Zone
FR	Foothill Residential Zone
VR	Valley Residential Zone
AG	Agricultural Zone
CC	Central Commercial Zone
VC	Village Commercial Zone
PU	Public Use Zone
F-H	Flood Hazard Overlay Zone
PD	Planned Development Overlay Zone
MIHD	Moderate Income Housing Development Overlay Zone
CHD	Cottage Housing Development Overlay Zone

10-17A-3: ACCESSORY DWELLING UNIT – SPECIFIC STANDARDS:

An accessory dwelling unit shall meet the following additional standards:

A. *Ownership:* An accessory dwelling unit shall not be sold separately or subdivided from the single-family dwelling or lot unless compliant with subdivision regulations.

B. *Occupancy:* The city shall only permit an accessory dwelling unit when an owner-occupant lives on the property within either the single-family dwelling or accessory dwelling unit. Short-term rental of an accessory dwelling unit is not permitted.

C. The total number of residents that reside in an accessory dwelling unit may not exceed the number allowed for a "family" as defined in this title.

D. *Number Of Accessory Units Per Parcel:* An accessory dwelling unit (ADU) shall be allowed only on parcels containing a single-family dwelling. Only one (1) accessory dwelling unit or guesthouse shall be allowed on a lot or parcel. Within the Downtown Boundary, two (2) ADUs are allowed per lot.

E. *Not A Unit Of Density:* Accessory dwelling units are not considered a unit of density and therefore are not included in the density calculation for residential property.

F. *Parking:* An additional off-street parking space is required for each ADU. Tandem parking is not allowed for accessory dwelling units. If an accessory dwelling unit is created within an existing garage or carport, parking spaces contained therein shall be replaced elsewhere on the property if the loss of the parking space would cause the single-family dwelling to be noncompliant with the required parking standard.

G. *Size And Location Requirements:*

1. If located within or attached to a single-family dwelling:

   a. *Entrance Locations:* Entrances to accessory dwelling units that are located within a single-family dwelling are permitted in the following locations:

      (1) An existing entrance to the single-family dwelling.

      (2) On the side or rear of the building. Stairs leading to an ADU in the basement are permitted to encroach into the side yard or rear yard up to four feet (4') .

      (3) Exterior stairs leading to an entrance above the first level of the single-family dwelling must not be visible from the street.

2. If located in a detached accessory building, the following standards shall apply:

Detached Accessory Dwelling Unit Requirements		
Minimum Yard Setbacks	**One (1) Story Structure**	Rear Yard: Zero feet (0') from rear and side property lines Front, street side, and side: meet the single-family dwelling setbacks for the zone Minimum six foot (6') separation from any structure on the property
	Two (2) Story Structure	Meet the single-family dwelling setbacks for the zone, and maintain a minimum six foot (6') separation from any structure on the property
Size		Maximum: less than the gross floor area of the single-family dwelling
Height		Maximum: twenty-five feet (25')
Utility Easements		Shall not be located over a utility easement without prior written approval from the joint utility committee and an encroachment indemnification agreement approved by the city attorney
Storm Water Drainage		Shall be constructed in a manner that will not divert storm water onto adjacent property

H. *Design:* A detached ADU in the rear yard that is shorter than the single-family dwelling does not need to match its design. All other ADUs shall match the roof form, materials, and color scheme of the single-family dwelling if they are:

1. In the side yard;

2. On a corner lot or double-frontage lot;

3. In front of the single-family dwelling;

4. In the rear yard and taller than the main house;

5. Attached to the single-family dwelling.

I. *Application Requirement:* Any homeowner who resides in a single-family dwelling and whose property is in a residential zone and desires an accessory dwelling unit is required to obtain an accessory dwelling permit. The accessory dwelling permit shall be in addition to any building permits that may be necessary to create the accessory dwelling unit. The applicant shall submit the following as part of the application for an accessory dwelling permit:

1. A site plan drawn accurately to scale that shows property lines and dimensions, the location of existing buildings and building entrances, any proposed building and its dimensions from buildings and property lines, and the location of parking stalls.

2. Detailed floor plans drawn to scale with labels on rooms indicating uses or proposed uses.

3. Written verification that the applicant is the owner of the property and has permanent residency in the existing single-family dwelling where the request is being made. A recorded deed restriction shall be required, acknowledging that the single-family dwelling will remain owner-occupied, for an accessory dwelling unit to be rented.

4. Rental dwelling business license. (Ord. 2019-10-002, 10-10-2019; amd. Ord. 2020-06-002, 6-4-2020; Ord. 2021-10-014, 10-21-2021; Ord. 2025-059, 8-7-2025)

The St. George City Code is current through Ordinance 2026-062, passed August 6, 2026.

Disclaimer: The city recorder has the official version of the St. George City Code. Users should contact the city recorder for ordinances passed subsequent to the ordinance cited above.

City Website: www.sgcity.org
City Telephone: (435) 627-4000

Hosted by ICC Code Solutions.

10-17A-7: GUESTHOUSE – SPECIFIC STANDARDS:

A guesthouse shall meet the following additional standards:

A. A guesthouse shall be used only by the occupants of the principal dwelling or their nonpaying guests. Short-term rental of a guesthouse is not permitted.

B. The guesthouse shall not be leased or rented independently of the main dwelling. A deed restriction in a form approved by the city prohibiting the lease or rental shall be recorded against the property, with proof to the community development director or designee, prior to issuance of a building permit for the guesthouse.

C. A guesthouse shall only be permitted on a lot containing an area of eight thousand (8,000) square feet or larger which has an existing owner-occupied single-family dwelling unit, or where a building permit has been issued and construction is in process for the single-family dwelling unit. A guesthouse may be constructed on lots of less than eight thousand (8,000) square feet in an approved planned development (PD) zone; provided, a guesthouse is an allowed use within the project's PD text, and other standards in section 10-17A-1 are met.

D. Only one (1) guesthouse or accessory dwelling unit shall be permitted per lot of record.

E. The guesthouse shall be located outside of all setback areas. The guesthouse shall meet the setback requirements for the main dwelling.

F. The guesthouse shall not have less than one hundred fifty (150) square feet of floor area or more than four hundred (400) square feet of floor area.

G. There shall be no kitchen or cooking facilities within a guesthouse. A microwave, compact refrigerator (less than seven and three-quarters (7¾) cubic feet and thirty-six inches (36") or less in height), and wet bar sink (twelve inches (12") wide or less) is permitted.

H. Architectural design, materials, and construction shall match the primary residential structure.

I. Utilities shall not be metered separately for a guesthouse.

J. Building lot coverage including the guesthouse and other accessory structures shall not exceed twenty-five percent (25%) of the rear lot area if the guesthouse is located in the rear yard. (The rear lot area is the area lying between the rear lot line and rear wall of the single-family dwelling extended to the side lot lines.)

K. The guesthouse shall not exceed a height of fifteen feet (15') for gable roofs, and twelve feet (12') for shed roofs (flat roofs), as measured from the adjacent grade to the highest part of the roof.

L. Separation distance from the main dwelling and guesthouse shall conform to the requirements of the adopted building and fire codes.

M. A site plan shall be submitted to the community development department to determine compliance with the requirements herein prior to issuance of a building permit. A fee as established by the city council shall be paid for

the site plan review. The site plan shall be drawn to scale, clearly showing the location of all existing and proposed structures, walls, parking, driveways, and walkways.

N. Guesthouses shall be of new construction only; existing accessory structures (shed, garage, workshop, gazebo, etc.) may not be converted to a guesthouse.

O. A guesthouse may not be used as, attached to, or converted into a garage.

P. A guesthouse may be used as a pool house.

Q. A guesthouse may not be placed in the front yard setback or side yard setback areas. (Ord. 2019-10-002, 10-10-2019)

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ARTICLE A. RESIDENTIAL ESTATE ZONES

(RE-5, RE-12.5, RE-20, RE-37.5)

10-7A-1: Allowed Uses
10-7A-2: Height Regulations
10-7A-3: Lot Area, Width and Yard Requirements

10-7A-1: ALLOWED USES:

Any use not specifically permitted, permitted with standards, or conditionally permitted is prohibited. Only the following uses are allowed:

A. Uses indicated by the letter "P" below are permitted in the designated zone.

B. Uses indicated by the letters "PS" are permitted uses with required standards in this zone. Uses must comply with the standards and evaluation criteria established in chapter 17 of this title.

C. Uses indicated by the letter "C" are conditional uses in the designated zone.

Allowed Uses

	RE-5	RE-12.5	RE-20	RE-37.5
City facility, primary	P	P	P	P
City facility accessory uses; accessory structure and use	P	P	P	P
Commercial agriculture or livestock business	P	P	P	P
Communication transmission facilities, including wireless, primary	PS	PS	PS	PS
Communication transmission facilities, including wireless, primary, height over 50'	C	C	C	C
Lot size averaging			P	P
Private country club, golf course and park	P	P	P	P
Public utility facilities, primary	PS	PS	PS	PS
Public utility facilities accessory uses; accessory structures	P	P	P	P
Religious facility, primary	P	P	P	P
School, public or charter, primary	P	P	P	P
Short-term residential rental	PS	PS	PS	PS

10-17A-13: SHORT-TERM RESIDENTIAL RENTAL – SPECIFIC STANDARDS:

Short-term residential rental development shall meet the following additional standards:

A. A single-family residence may be permitted as a short-term residential rental property if the short-term rental property is:

1. Located on a lot size of two (2) acres or larger;

2. Contiguous to and fronts on a major collector or arterial street (sixty-six foot (66') right-of-way or more); and

3. Separated by at least five hundred feet (500') from another property used for short-term rental.

B. *Landscape Maintenance:* Each short-term rental property shall comply with the landscape requirements outlined in section 4-7-11. (Ord. 2019-10-002, 10-10-2019)

The St. George City Code is current through Ordinance 2026-062, passed August 6, 2026.

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Hosted by ICC Code Solutions.

3-2V-1: LICENSE AND OPERATIONAL REQUIREMENTS:

A. *License Required:* It is unlawful for any person to keep, conduct, operate or maintain a "short term residential rental property" as defined in section 10-2-1 of this code within the city without a business license for such dwelling unit. A person who owns multiple short term residential rental properties is not required to obtain more than one business license for the operation and maintenance of those short term residential rental properties.

B. *License Not Transferable:* A short term residential rental property business license is not transferable between persons or structures. 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 rental dwelling unit licensed under this article. Such notice of transferred interest shall be deemed a request to cancel an existing business license for such rental dwelling unit and shall include the name, address, and information regarding the person(s) succeeding to the ownership or control thereof.

C. *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.

D. *Maintenance And Repair; Owner's Duties:* The property shall be subject to the rental fit premises requirements specifying the property owner's duties for maintenance of the dwelling unit and repair of specified failures as outlined in this code.

E. *Garbage Removal:* Garbage shall be removed from the property by the owner or property manager and properly disposed of within twenty-four (24) hours of tenants leaving the property.

F. *Cleaning Service:* Each property shall be cleaned at least weekly while occupied and in between tenant occupancy. Each property shall also comply with the sanitary facilities requirements outlined for motels in this code.

G. *Local Property Manager Required:* All short term residential rental properties shall designate a local property manager. The local property manager shall be available twenty-four (24) hours per day to respond to tenant and neighborhood 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, and the day of garbage pick up.

H. *Owner And Property Manager Responsible:* The owner and property manager shall be jointly and severally liable for any violations of this article. Any rental dwelling unit which is found in violation of this article or any other requirement of this code may be subject to revocation of the short term residential rental properties business license. (Ord. 2010-07-001, 7-1-2010)

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ARTICLE B. SINGLE-FAMILY RESIDENTIAL ZONES

(R-1, R-1-6, R-1-7, R-1-8, R-1-10, R-1-12, R-1-20, R-1-40)

10-7B-1: Allowed Uses
10-7B-2: Height Regulations
10-7B-3: Lot Area, Width, Yard Requirements

10-7B-1: ALLOWED USES:

Any use not specifically permitted, permitted with standards, or conditionally permitted is prohibited. Only the following uses are allowed:

A. Uses indicated by the letter "P" below are permitted in the designated zone.

B. Uses indicated by the letters "PS" are permitted uses with required standards in this zone. Uses must comply with the standards and evaluation criteria established in chapter 17 of this title.

C. Uses indicated by the letter "C" are conditional uses in the designated zone.

Allowed Uses

	R-1	R-1-6	R-1-7	R-1-8	R-1-10	R-1-12	R-1-20	R-1-40
City facility, primary	P	P	P	P	P	P	P	P
City facility accessory uses; accessory structure and use	P	P	P	P	P	P	P	P
Communication transmission facilities, including wireless, primary	PS	PS	PS	PS	PS	PS	PS	PS
Communication transmission facilities, including wireless, primary, height over 50'	C	C	C	C	C	C	C	C
County trail park					P			
Live-work unit				PS				
Public utility facilities, primary	PS	PS	PS	PS	PS	PS	PS	PS
Public utility facilities accessory uses; accessory structures	P	P	P	P	P	P	P	P
Religious facility, primary	P	P	P	P	P	P	P	P
School, public or charter, primary	P	P	P	P	P	P	P	P

Allowed Uses

		R-1	R-1-6	R-1-7	R-1-8	R-1-10	R-1-12	R-1-20	R-1-40
Short-term residential rental		PS	PS	PS	PS	PS	PS	PS	PS
Single-family dwelling, primary		P	P	P	P	P	P	P	P
Single-family dwelling accessory uses:	Accessory structure and use	P	P	P	P	P	P	P	P
	Agriculture	P	P	P	P	P	P	P	P
	Apiaries/beekeeping						PS	PS	PS
	Child care, in-home babysitting	P	P	P	P	P	P	P	P
	Child care, family	P	P	P	P	P	P	P	P
	Greenhouse, high tower or plant nurseries (no retail)	P	P	P	P	P	P	P	P
	Guesthouse					PS	PS	PS	PS
	Home occupation	P	P	P	P	P	P	P	P
	Accessory dwelling unit	PS	PS	PS	PS	PS	PS	PS	PS
	Small animals (not produced for food) up to 8 animals	P	P	P	P	P	P	P	P
	Urban hens and rabbits – Up to 6 adult hens and 4 adult rabbits per 1,000 sf of lot area – No more than 16 animals per lot, up to 10 rabbits	P	P	P	P	P	P	P	P
	Urban hen/rabbit coop, pen or cage – Up to 8' tall and 200 sf – Allowed only in rear yard, at least 20' from lot line (unless solid	P	P	P	P	P	P	P	P

13.19 Residential Vacation Rentals

13.19.1 Definitions

“Vacation Rental”, “Holiday Home”, “Short Term Rental (STR)” as used herein shall mean the conducting of nightly, daily, weekly rental business, transaction or activity for less than 30 days, for which consideration of any nature is received, in any zone classified as residential under the zoning ordinance.

“Owner” as used here in shall mean a person or entity who claims an ownership interest in real property, including any part owner, joint owner, or tenant in common of the whole or of a part of such property.

“Owner-Occupied” as used herein shall mean a dwelling that is a person’s primary residence, in which the person lives; and for which title is in the person’s name or in the name of a living trust of which the person is both the trustor and the beneficiary.

“Agent” a person or entity who contracts with an owner to manage or otherwise assist in the leasing or occupancy of real property as a residential vacation rental, except that it does not include a person or entity who solely provides software or internet services to list or market the owner’s property to potential renters.

“Dwelling” as used herein shall mean a building or portion thereof designed exclusively for residential occupancy, including single-family, two family and multiple family dwellings, but not including hotels, motels, tents, travel trailers, boarding houses, hospitals, and nursing homes.

“Single-Family Dwelling” as used herein shall mean the use of a dwelling designed or arranged for one-family” occupancy; No single-family dwelling will be allowed to be used for “Vacation Rentals”, “STR”, “Holiday Home”, etc.

“Privacy Fence” as used herein shall mean a physical barrier to delineate, contain, or designate an area designed for a specific use; an enclosure for a dwelling unit; an area for storage, etc.

“Rent”/“Financially benefit” as used herein shall mean the money, goods, monetary means or services for payment.

“Responsible Party” as used herein shall mean the person(s) both the local representative and the owner; and both shall be deemed the responsibly party.

“Governing Bodies” as used herein shall mean the Tropic Town Planning Commission, Mayor and Town Council.

“Appeal Authority” as used herein shall mean the governing bodies of Tropic Town; or representative the Town Council designates as the appeal authority.

HISTORY:

Ord. No. 2018-8, 9/20/2018

13.19.2 Business License, Rental Permit/Application And Life Safety Inspection Required

It is unlawful for an owner or the owner’s agent to operate or rent a single-family dwelling as a residential “Vacation Rental”, “STR”, “Holiday Homes”, etc., unless the owner or agent has a valid current Tropic Town residential vacation rental permit and business license; as well as a signed Life Safety Inspection, performed by the Garfield County Building Inspector before any currently operated single-family dwelling located in a residential zone may be used for business purposes.

A residential vacation rental permit or business licenses will not be issued for single-family dwellings to be used for Vacation Rental, Short Term Rental, Holiday Homes, etc., located within a Residential Zone or NonCommercial Zone as outlined in the current zoning map; unless the dwelling is owner occupied.

All vacation rentals must conform to the following standards:

1. Management: The owner or operator shall be available at all times who is capable of personally responding to the residential vacation rental location within fifteen-(15) minutes.

a. The contact person name and phone number shall be posted in a prominent place inside of the dwelling together with a copy of the residential vacation Life Safety Inspection permit and Tropic Town Business License.

b. The contact information shall also be mailed by the responsible person annually to surrounding property owners within three hundred feet (300') of the property line of the residential vacation rental, except that mailing is not required for an owner occupied residential vacation rental where the owner does not make the dwelling available for rental during the owner's absence.

2. Privacy Fence: A fence is required on adjoining property(s); unless both landowners are in agreement not to build a fence. Acknowledgement of such shall be made in writing.
3. The owner or operator shall ensure that occupants of the short term rental do not:
   a. Create noises that by reason of time, nature, intensity or duration are out of character with noises customarily heard in the surrounding residential neighborhoods.
   b. Disturb the peace of surrounding residential neighborhoods.
   c. Trespass on surrounding residential property.
   d. Allow pets to do anything listed in items a through c.
   e. Engage in any disorderly or illegal conduct, including consumption of drugs and alcohol.
4. Single Contract: The residential vacation rental may not be the subject of multiple rental contracts for the same night or nights.
5. Occupancy Limits: A vacation rental may be occupied by no more than two(2) people per sleeping room, as established by the inspection described in in State of Utah Building Code & Life Safety Inspection section of this code. Any basement sleeping room designated or arranged for occupancy by more than two (2) people has a code compliant door that exits directly to the exterior of the residential vacation rental.
6. Off Street Parking: A residential vacation rental shall provide no less than the two-(2) off street parking spaces that meet the legal location and requirements for off street parking for a single-family dwelling or have been established as legal non-conforming parking.
7. On Street Parking: On street parking may not be used to satisfy the parking requirements for a residential vacation rental.
8. Signage: Signage is limited, must not be placed on or over public right of way. A placard is displayed in the interior of the home listing 24/7 contact information, regulations addressing noise, trespassing, illegal activity and conduct. Commercial signage on the exterior of the home shall be harmonious with the neighborhood and no electronic messaging signs are permitted.
9. Animals: If animals are allowed by the owner, pets must be boarded inside the residence and may not be allowed outside unless accompanied by an adult.

HISTORY:

Ord. No. 2018-8, 9/20/2018

13.19.3 Issuance Of License

1. All Vacation Rental license applicants must apply with the Town Clerk and may, upon application, issue a business license which shall state the type of business, the conditions attached thereto, and any time limitations imposed thereon. The business license shall not be issued until after the Business License Application, Acknowledgement Vacation Rental form; along with a Life Safety Inspection, have been reviewed and approval by the town planning commission and governing body.
2. A residential vacation rental permit or business licenses will not be issued for any additional single-family dwellings to be used for Vacation Rental, Short Term Rental, Holiday Homes, etc., located within a Residential Zone or Non-Commercial Zone as outlined in the current zoning map; unless the dwelling is owner occupied.

HISTORY:

Ord. No. 2018-8, 9/20/2018

13.19.4 Renewals

In determining whether or not a renewal of a residential vacation business license under this Section shall be renewed, the application shall be reviewed to see that, in addition to standards and conditions applicable to issuance of all business licenses, the following conditions and standards are being met:

1. The nightly rental has been properly managed. Each and every one of the following conditions has been observed at all times by the holder of a Nightly Rental business license:
    a. The responsible party must be a property management company, realtor, owner(s), or other individual(s) who resides within the Bryce Valley area. The responsible party is personally liable for the failure to properly manage the rental; and must be available by telephone, or otherwise, 24 hours per day and must be able to respond to telephone inquiries within fifteen-(15) minutes of receipt of such inquiries by that party's answering machine, paging device or answering service. The responsible party is also designated as the agent for receiving all official communications under this Title from Tropic Town. If the licensee is a management company, such company must comply with applicable state law, including Utah Code Section 61-2-2, as amended, which requires those who receive valuable consideration to lease property to have a state license.
    b. Contact information was mailed and received by surrounding property owners within three hundred ft. (300') acknowledgement signatures acquired.
    c. Parking: On-street parking for nightly rent uses has not resulted in an obstruction to traffic, pedestrian or neighborhood circulation or public safety; drawing or other description as to how required legal off street parking will be provided and the number of legal off street parking spaces available. Access and layout of the vacation rental, STRs', etc., is such that noise and physical trespassing is not likely to be an intrusion to the adjoining properties.
    d. Signage: A placard is displayed in the interior of the home listing 24/7 contact information, regulations addressing noise, trespassing, illegal activity and conduct. Commercial signage on the exterior of the home shall be harmonious with the neighborhood and no electronic messaging signs are permitted.
    e. Noise & Occupancy Control: The licensee/owner of rental is responsible for regulating the occupancy of the unit and noise created by the occupants of the unit. Violation of the noise ordinance, violation of occupancy loads, failure to use designated off street parking, illegal conduct, or any other abuse, which violates any law regarding use or occupancy of the premises is grounds for revocation.
    f. The applicant has provided the Federal & State Tax ID #; failure to collect and deposit sales tax is a violation of the license and grounds for revocation.

HISTORY:

Ord. No. 2018-8, 9/20/2018

13.19.5 Issuance Of Permit

The issuance of a residential vacation rental permit is conditioned on the responsible party also obtaining and completing other permits that may be necessary to bring the dwelling into compliance with the standards of this section. The applicant shall pay any required fee and submit as part of the initial application for a residential vacation rental permit:

1. A copy of a state issued sales tax license.
2. A completed Acknowledgement Vacation Rental Form.
3. A statement affirming whether or not the vacation rental will be owner occupied; and
4. The name and contact information of the person described in subsection 1a

HISTORY:

Ord. No. 2018-8, 9/20/2018

13.19.6 Building Code And Life Safety Inspection

A residential vacation rental shall be inspected upon initial application, upon any housing complaint filed with the town, and every two years for non-owner occupied dwellings, to verify that the structure:

1. Complies with the information contained in the application and with the requirements of this section;
2. Complies with all applicable local and state building, health, fire, safety and maintenance codes;
3. Comply with the current building codes for egress window size and location in all basement sleeping rooms regardless of when the structure was built;
4. Have a functioning interconnected fire alarm system.
5. Has a fire extinguisher with a current tag or new within a year with proof of purchase and a minimum rating of 2-A: 10BC that is hung in a visible and accessible location with the top of the extinguisher no more than 60" above the floor.

HISTORY:

Ord. No. 2018-8, 9/20/2018

13.19.7 Spacing Of Nonowner Occupied Residential Vacation Rentals

A non-owner occupied residential vacation rental may not be located on the same linear block as another nonowner occupied residential vacation rental, residential facility for persons with a disability or residential facility for elderly persons. A non-owner occupied residential vacation rental permit may be renewed if a residential facility for persons with a disability or residential facility for elderly persons is established on the same linear block after the original residential vacation permit was issued.

HISTORY:

Ord. No. 2018-8, 9/20/2018

13.19.8 Advertisements

An owner of property or the owner's agent who advertises or rents a residential vacation rental shall include the following information in every advertisement and in each rental contract:

1. The person's Tropic Town residential vacation permit & business license number.
2. The number of sleeping rooms available for rental as allowed in the permit;
3. The maximum number of people allowed occupying the residential vacation rental as contain in the permit;
4. Whether pets are allowed and the conditions associated with pets; and
5. The number of legal off street parking spaces recognized by the permit as allowed for use by the residential vacation rental.

HISTORY:

Ord. No. 2018-8, 9/20/2018

13.19.9 Unlawful Advertisements

It is unlawful for an owner of property or the owner's agent to advertise, represent orally or in writing, or sign a rental contract for a residential vacation rental that:

1. Authorize more people to occupy the residential vacation rental than is allowed in the permit;
2. Allows the use of any portion of property outside the residential vacation rental for sleeping purposed by pitching tents or otherwise;
3. Authorizes or provides for more parking spaces, including on street parking, than are authorized in the permit.

HISTORY:

Ord. No. 2018-8, 9/20/2018

13.19.10 Noncompliance With Standards

Noncompliance with the standards of this section; allowing the property associated with the residential vacation rental permit to become a nuisance, such as through violations of the town noise ordinance or property maintenance standards; failure to maintain the original conditions that allowed the residential vacation rental permit to be issued; and entering into sham transactions shall each constitute just cause for the denial of an application or renewal of a residential vacation permit.

1. Revocation shall be based upon the findings of fact at an administrative hearing before the governing board.
2. If the permit is revoked, the advertising and rental of the dwelling as a residential vacation rental shall terminate within thirty (30) days of the final determination.
3. A dwelling whose residential vacation rental permit has been revoked is not eligible for use as a residential vacation rental for the period of three-(3) years from the date of revocation.
4. For purposes of this section, a “sham transaction” means any transaction which is meant to, or could result in, a violation or avoidance of other applicable zoning ordinances, including transactions:
    a. Where a residential vacation rental is occupied by a person or group of people for more than thirty- (30) consecutive nights, regardless of the term of any rental contract or contracts; or
    b. Where a residential vacation rental is occupied by a person or group of people, regardless of the number of nights of occupancy, who do not have a primary residence at another location.

HISTORY:

Ord. No. 2018-8, 9/20/2018

13.19.11 Denial Or Approval Of Application

After review by the building inspector and fire department, the planning commission shall approve or deny an application for a residential vacation rental based on compliance with these regulations and payment of the fee(s) established.

HISTORY:

Ord. No. 2018-8, 9/20/2018

13.19.12 Time Period

A residential vacation rental permit is valid for one year from the date of the approval and must be renewed annually. Change of property ownership does not void the residential vacation rental permit if the new owner obtains an updated permit within ninety (90) days after acquiring title to the property or upon expiration of the existing permit.

HISTORY:

Ord. No. 2018-8, 9/20/2018

13.19.13 Code Enforcement And Revocation

Code Enforcement comprised of four departments: Planning Commission, Town Council, Garfield County Building department and Garfield County Sheriff's office; all play an important role in providing a safe and healthy community.

Written notification is required for violations in regards to zoning, parking, occupancy, nuisance, etc. and shall be addressed to the governing bodies of Tropic Town; written notification should include:

1. Address of violation
2. Detailed description of violation
3. Photographs, diagrams, etc. (desirable, but not required)
4. Complainant name and phone number (all information is kept strictly confidential and is only used to contact complainant for additional details).

Upon receipt of a complaint a general investigation will be within 48 hours. Notification regarding Violations of noise, trespassing, illegal conduct including drugs and alcohol shall be made to the Garfield County Sheriff's office.

Any business license shall be revoked by the governing body of Tropic Town upon violation of any requirements of this chapter, or upon failure to comply with any of the conditions or limitations of the license, unless such violation is corrected within three (3) days of receipt of written notice thereof. A Vacation Rental, Holiday Home, STR, etc. business license permit may be revoked for three-(3) repeated violations of the requirements of this chapter notwithstanding compliance to the violation notice.

HISTORY:

Ord. No. 2018-8, 9/20/2018